

Department of Finance

Regional Contractor Service Delivery Procedures

May 2024

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PART A – INTRODUCTION

2. Specific Courtesy and General Appearance Issues

When visiting or working at a Site, (including grounds and buildings) and government offices, Contractors and any Contractor Personnel must present a neat and tidy personal appearance while ensuring appropriate dress standards that comply with safety requirements.

Contractors should note that all Sites are designated as “No Smoking” areas.

While on Site, the following behaviour is not acceptable and any offending person may be directed by the Site Representative to leave the Site:

- (a) intimidating, threatening or otherwise offensive behaviour;
- (b) swearing and the use of offensive and/or inappropriate language and gestures;
- (c) displaying offensive visual material such as books, magazines, cartoons, clothing and vehicle stickers;
- (d) ignoring the “No Smoking” policy;
- (e) defacing or damaging government Sites or the occupant’s personal property;
- (f) operating radios or any playback music devices,
- (g) removing or destroying trees or shrubs unless approved by the Site Representative;
- (h) lighting a fire at or bringing explosives to the Site unless approved by the Site Representative;
- (i) bringing animals on Site; and
- (j) possessing or being under the influence of alcohol or illicit drugs.

PART B – PROCEDURES FOR CONTRACTORS

1. Attendance at Site

1.1 Scheduling Attendance

For work during Business Hours and wherever practicable, prior to attending Site, the Contractor must contact the Site Representative to schedule a suitable attendance time.

1.2 Arrival at the Site

On arrival at the Site, the Contractor must:

- (a) park vehicles within a proper designated parking area;
 - (b) seek out the Site Representative, identify themselves and advise the Site Representative of the purpose of their attendance on the Site and identify the
- part 174(3)(u)-CS (b)

2.2 Access to Site and Parking Arrangements

The Contractor shall make all necessary arrangements for access to the Site for the purposes of carrying out the Works.

Access to car parking facilities and loading docks is generally restricted. Parking may be available at the Site but must be coordinated with the Site Representative. Obstruction to car parking facilities and loading docks is not permitted.

2.3 Restrictions on Access

Contractors should note that individual Sites may have additional access requirements beyond that specified below.

a) All Sites

- (i) Persons seeking Site access must always be identifiable with their name and employer clearly displayed. This information may be contained on an identification card, badge or embroidered onto the person's uniform.
- (ii) All persons working on Site must hold a National Police Certificate (NPC) in accordance with the General Conditions.
 - (a) Persons who carry out work as security installers under section 14 of the Security and Related Activities (Control) Act 1996 must hold a valid security installer license (SIL) in accordance with this Act and its regulation. A valid SIL shall be accepted in lieu of the NPC required in 2.3a)(ii).
- (iii) Once the Contractor ceases to maintain a controlled Site, or where the nature of the work makes a controlled Site impractical, all access to the premises will be through the premise reception and the Contractor must follow all log in and log out procedures in place.
- (iv) The Contractor must cooperate with the officer in charge of the premises to maintain effective access control to the premises throughout the term of this Contract.

b) Schools

- (i) The school principal or nominated representative has overall control of the Site and the Contractor and Contractor Personnel must obey all directions from the school principal in relation to

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- x dealing or trafficking in illegal drugs.

3.2 Asbestos Related Work

Contractors are required to comply with Work Health and Safety (WHS) Legislation, including compliance with the following codes of practice, when engaged by Finance to undertake asbestos related work on government buildings. These codes of practice are:

- (i) [Code of Practice How - How to manage and control asbestos in the workplace](#)
 - (ii) [Code of Practice - How to safely remove asbestos](#)
- (a) Before starting work at a Site, the Contractor and Contractor Personnel must:

- (i) examine the Asbestos Containing Materials (ACM) Register for the Site and acknowledge that it has been read and understood by completing the required information in the Building Maintenance Logbook or other attendance register maintained at the Site. The ACM Register Access Portal (available at <https://asr.bmw.wa.gov.au/>) can also be used to access ACM Registers for available Sites for Works outside of Business Hours where the register cannot be accessed at the Site;

Note: The asbestos register is a guide only and does not preclude the need to do a physical check of the work area.

- (ii) inspect the work area for the presence of any ACM before proceeding with the Works;
 - (iii) determine whether ACM is likely to be disturbed during Works and if so, notify the Site Representative; and
 - (iv) determine if the Works require an Unrestricted Asbestos Removal Licence or Restricted Asbestos Removal Licence. Further information on licensing requirements is available from [Asbestos licences | Department of Mines, Industry Regulation and Safety \(commerce.wa.gov.au\)](#).
- (b) Where the Contractor identifies or suspects the presence of any ACM after work has started, the Contractor must immediately stop work and notify the Site Representative and the Customer's Representative.
- (c) Any ACM related work must be undertaken at a time which removes, or limits where removal is not possible, exposure to Site occupants and the general public. All works must be mutually agreed upon with the Site Representative.
- Note: All asbestos related work at schools must be undertaken at a time when no staff or students are at the Site. Please refer to clause 2.3(b)(v) prior to accessing**

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For the purpose of the WHS Law — and to the extent the work under the Contract involves construction work or is a construction project:

- (a) the Principal engages the Contractor as the principal contractor and the Contractor accepts its appointment and engagement as the principal contractor and must comply with all obligations and duties of a principal contractor;
- (b) the Principal authorises the Contractor to have management and control of each workplace (including the means of entering and exiting the workplace) at which the works under the Contract are carried out and to discharge the duties of a principal contractor, while the Contractor is performing the work under the Contract; and
- (c) the Contractor acknowledges and agrees that in the event that the appointment and engagement of the Contractor as principal contractor is not valid under the WHS Law, the Contractor must nevertheless perform the function of a principal contractor in accordance with the requirements of the WHS Law.

5.2 Workplace Health and Safety Legislation

The Contractor shall comply with its obligations under Part 3 of the WHS Act concerning notification of incidents. The Contractor shall also report all such matters promptly to the Superintendent. The Contractor shall provide the Principal with any assistance it requires in relation to any incident or event that triggers a need to notify pursuant to the WHS Act.

The Contractor shall pay all fees payable under the WHS Law and regulations which are payable in connection with the execution of the Works.

5.3 Material Safety Data Sheets

Without limiting the Contractor's obligations under WHS Legislation, the Contractor must provide to the Customer a copy of all manufacturer or supplier Material Safety Data Sheets and keep them available at the Site for all hazardous substances used in connection with the Works. The Contractor must ensure that these are provided in a form consistent with the National Code of Practice for the Preparation of Material Safety Data Sheets [NOHSC: 2011 (2003)].

5.4 Safe Work Method Statements

- (a) Without limiting the Contractor's obligations under WHS Legislation, the Contractor must identify high risk construction work as described in WHS Legislation. Where the Works comprise in whole or in part of any work on the Site which is high risk work, the Contractor must ensure that a written Safe Work Method Statement ("Statement") is prepared and provided to Contractor Personnel before the high risk work commences. The Contractor must ensure that the Statement is kept up to date and that high risk construction work is carried out in accordance with the Statement. For the purposes of this clause, high risk work includes but is not limited to work that:

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- (iii) involves demolition of an element of a structure that is load-bearing or otherwise related to the physical integrity of the structure; or
- (iv) involves, or is likely to involve, the disturbance of asbestos; or
- (v) involves structural alterations or repairs that require temporary support to prevent collapse; or
- (vi) is carried out in or near a confined space; or
- (vii) is carried out in or near

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(iv) a

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- (f) If in the contractor's opinion there are inadequate controls available to mitigate risks identified, the Contractor should not undertake the work and notify the Customer and Customer's Representative as soon as practicable.

6.2 Safety Management Plan

- (a) Without limiting the Contractor's obligations under WHS Legislation, when requested and prior to the commence of Works on Site, the Contractor must prepare and implement a Safety Management Plan relevant to the Works that, as a minimum requirement, demonstrates compliance with WHS Legislation.
- (b) The Contractor shall prepare the Safety Management Plan in conjunction with a competent person suitably experienced and qualified in safety matters. The Customer may direct that the Contractor prepare the Safety Management Plan in conjunction with the design consultant or any other employee or contractor of the Custom1 (s)5 (.)JTJ0 Tc aTw 6.2 (y)-2 004s5Td(a)Tj0.52.6 (us)8.8etiTc 0

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7.3 Tools of Trade

The Contractor must supply its own tools and equipment and spare tools and equipment sufficient to complete the Works during their first attendance to the Site in response to a Breakdown Repair Order unless exceptional circumstances can be demonstrated by the Contractor in writing.

If the Contractor needs to hire specialised equipment such as a cherry picker, scaffolding etc. to access the Works at heights then the Contractor shall seek approval from the Customer.

The Contractor is not entitled to include in any Tax Invoice or otherwise, claim for the costs of hiring of tools, equipment or machinery.

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7.7 Existing Installation

If the Works affect or are likely to affect the continuity of services to the Site, the Contractor must:

- (a) advise the Site Representative of the extent of the services to be rendered inoperative and the period ,

7.12 Working in Sensitive Areas

If the Contractor is required to work in sensitive areas (such as toilets and change rooms) the Contractor must:

- (a) obtain the Site Representative's express permission to work in that sensitive area;
- (b) explain how the Works will affect the Site Representative and their use of the sensitive area;
- (c) ensure that provision has been made for alternative arrangements by the Site Representative for the lack of any access to sensitive areas as a result of the Works;
- (d) address and provide any security, locking or wedging of doors, temporary barriers, or supervision of sensitive areas prior to commencing the Works;
- (e) obey and reschedule or timetable Works required by the Site Representative in relation to the sensitive area; and
- (f) seek additional approval from the Customer for any additional Contractor Personnel required to supervise any sensitive areas before engaging those persons.

7.13 Access through Doors

Fire doors and plant room doors must not be held open for any reason. These doors shall be left closed at all times and failure to comply with this direction may result in the removal of the offending person from the Site.

7.14 Control of Emissions

The Contractor must restrict and control the emission of noise, dirt, dust, fumes and vapours from the work area so that it does not interfere or cause nuisance to the occupants of the Site or its neighbours. The Contractor must:

- (a) ensure that it and Contractor Personnel contain or clean themselves of any dirt or dust that they may shed before moving through any functioning areas of the Site;
- (b) clean any visible debris, packaging, entrained dirt or dust from any routes used by the Contractor or Contractor Personnel to traverse through the Site or transport materials or equipment after every instance of doing so;
- (c) prevent all dust from the Works travelling through the Site including through any ventilation systems;
- (d) contain and remove all volatile substances (e.g. chemicals, paints, solvents and other liquids) from the Site and, under no circumstances, dispose of such substances or any other material by discharge into any drains on the Site.

Where Works are undertaken in regional WA, the Contractor must also:

- (e) ensure that all used and unused volatile substances are stored in lockable containers or have a lockable lid;
- (f) take all used volatile substance containers away from the Site and dispose of in a private bin or approved rubbish dump.

7.15 Noise Control

The Contractor must take adequate measures to control noise emanating from the work. Any work that will cause noise that would pose a nuisance to the Site Representative that is expected to last for more than 30 minutes or will generate excessive noise must be carried out outside of Business Hours, or as otherwise planned with and authorised by the Site Representative before being carried out.

The Contractor shall advise the Site Representative of any proposed noisy work, so that the work can be programmed and performed at times that will minimise the acoustic hazard to occupants or the Site's operations.

If the Site Representative deems that noise emanating from the work is a nuisance or excessive, the Site Representative may instruct the Contractor to:

- (a) take reasonable steps to reduce the noise, including but not limited to:
 - (i) situating noisy equipment away from occupied and noise sensitive areas;
 - (ii) performing noisy works in areas or at times specified by the Site Representative;
 - (iii) installing screens to limit the impact of noise;
 - (iv) any other measures the Site Representative considers reasonable; or
- (b) halt the performance of the work, and resume performance of the work at another more suitable time.

The Contractor must comply with all such instructions from the Site Representative.

7.16 Security

The Contractor must ensure the security and protection of the Works and all plant, equipment and materials against theft, vandalism, or any other damage or loss, whether the Contractor is on the Site or not, until the Works are completed. This includes the erection of any signage, fencing, barriers or any other safety measures necessary to do so.

7.17 Light, Power and Water

The Contractor may draw electricity and water from the Site using existing services infrastructure in order to complete the Works, unless the use of electricity and/or water by the Contractor is likely to be excessive or impact on the use of the Site by the Site Representative. The Contractor must first obtain approval from the Site Representative prior to using the services or otherwise make alternative arrangements for the provision of services to the work area at the Contractor's sole cost.

7.18 Use of Amenities

The Contractor and Contractor Personnel may use amenities such as bathrooms and toilets at the Site, other than designated children's amenities, subject always to the terms and conditions of the Customer Contract, and all other applicable conditions, policies and procedures regarding:

- (a) not causing any nuisance;

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- (b) sensitive areas;
- (c) restrictions on access;
- (d) directions

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- (b) replace any furniture or equipment