

Dalrymple Bay Coal Terminal Pty. Ltd.

CONTRACTOR & CONSULTANT SITE OBLIGATIONS

PREFACE

These procedures are to be read in conjunction with the relevant terms of the conditions of contract under which the contractor is engaged by the principal

DEFINITIONS

DBCT P/L	Dalrymple Bay Coal Terminal Pty. Ltd.
CONTRACTOR/ CONSULTANT	Companies engaged by Contract or Purchase Order or Sub-contract to carry out work on site for DBCT P/L.
SITE	DBCT P/L's premises Martin Armstrong Drive, Hay Point, Queensland
DBCT P/L CONTRACT SUPERVISOR	

The DBCT P/L Contract Supervisor is the person accountable for supervising the contract and ensuring the Contractor complies with contract specifications. This includes establishing and maintaining communication with the Contractor during the period of the job; ensuring appropriate general and job specific inductions are completed; ensuring correct recording of hours, where required, is undertaken; and that the Contractor complies with the DBCT P/L safety, quality and environmental standards.

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References:

[DBCT P/L Safety Procedures](#)

[DBCT P/L Workplace Health & Safety Booklet](#)

[DBCT P/L Emergency/Evacuation Plan](#)

[Procedures](#)

[DBCT P/L Contractor Management Procedures](#)

[DBCT P/L Environmental Procedures](#)

[DBCT P/L Cyclone Procedures](#)

[DBCT P/L Site Access and Security](#)

[DBCT P/L Plant & Equipment Isolation Regulations](#)

DBCT P/L High Voltage Electrical Access Permit Procedure, Regulations and Operation Instructions
Access Permit for Work on Electrical Equipment
Permit to Work (F184)

UNLESS SPECIFIED – PRINTED COPIES ARE NOT CONTROLLED DOCUMENTS

REGISTER OF AMENDMENTS

The following list contains all amendments that have been made to this revision of the DBCT P/L Contractor & Consultant Site Obligations.

Date	Page No	Amendment Description
	All	Complete re-write of DBCT P/L Contractors & Consultants Site Conditions and Procedures.
	All	Reformatted document, updated reference to services supt, altered reference to work permit system for excavations and lifting boxes
26/09/06	P9	11.7 Emergencies – complete section removed.
	P9	12.1.3 Entry via electronically operated automatic security gates updated to reflect the use of proximity cards customised for each individual.
	P10	12.1.6 Traffic Regulations updated to include vehicle to be stationery if using mobile phone
	P13	21.3 MSIC Compliance new section added to incorporate DOTARS compliance requirements to work in a Maritime restricted area.
	P15	22.0 PPE section 22.1 Safety Clothing equipment removed and STD007 reflected in 22.0
	P15	22.2 Working at Heights updated to ensure compliance with WHS Advisory Standard and or relevant Australian Standards.
	P15	22.3 Eye Protection removed as STD007 included in 22.0
	P16	24.0 Incident Procedure section 24.1 to include after hours procedures (i.e. to contact Operations Group Leader)
	P18	28.0 Permits updated to reflect current permit procedures.
	P24	35.1.7 (iii) Scaffolding updated to ensure compliance with relevant WHS Advisory Standard and /or relevant Australian Standards.
07/12/06	P22	35.2.9 Updated to include contractors' responsibilities if authorised to utilise DBCT P/L waste management system.
11/01/07	P13	21.0 (21.1) Inductions updated to include a validity date of 12mths for inductions.
24/04/07	P13	21.5 Added Standard of Dress - Uniform required whilst working on site
16/05/07	P12	19.0 Safety. Last sentence updated to include contractor is responsible for the health and safety performance of all its personnel including subcontractors under their control.
16/05/07	P20	35.2 Actions During Work Site Section 35.2.2 updated to report spillages where serious harm could occur.
22/01/10	P18	29.1 The Contractor shall ensure that they nominate and maintain the presence of a designated, qualified First Aid Officer on each shift where they have a workforce in attendance of 20 or greater.

GENERAL SITE PROCEDURES**1.0 INTRODUCTION**

The Site Procedures sets out the general site conditions and procedures of DBCT P/L and forms part of the contract document.

2.0 MEDIA RELEASES**2.1 ISSUE OF INFORMATION**

The Contractor shall not issue any information, publication, document or article for publication concerning the works in any media without prior approval of DBCT P/L.

The Contractor shall refer to DBCT P/L any enquiries concerning the works from any media.

2.2 USE OF CAMERAS

The Contractor shall not permit its employees, or any other person(s) engaged in the performance of this contract to take any camera onto DBCT P/L's site without the written prior approval of DBCT P/L. Such approval will only permit the use of a camera in the presence of the DBCT P/L Contract Supervisor.

3.0 CONTRACTOR'S SIGNS

Contractors wishing to erect any sign advertising their presence on site may do so only after approval of the proposed sign and its installation position has been obtained from the DBCT P/L Manager Commercial.

4.0 ACCESS TO SITE

DBCT P/L will provide an access way from the public road to the site. Such access will be used for the transport of all things necessary for the performance of the work at the site under this contract. Contractors are deemed to have satisfied themselves as to the suitability of access at the time of tendering. Continued access to site shall be subject to DBCT P/L authorisation and in accordance with Site Policies.

5.0 SITE SERVICES

The services outlined in this clause are those generally applying to DBCT P/L's site, however DBCT P/L reserves the right to modify these from time to time or to expand or reduce such services for a specific contract. Nothing in this clause shall absolve the Contractor from its responsibility under the Conditions of Tendering to fully and accurately satisfy itself as to the availability of any site services that apply to this contract.

5.1 ELECTRICITY

5.1.1 Where the site is served by a power supply directly under the control of DBCT P/L, a power supply of energy will be provided within the existing site distribution capacity and be made available to the Contractor from existing points of supply, free of charge.

5.1.2 DBCT P/L cannot guarantee continuity of power supplies to the Contractor.

5.1.3 All electrical equipment used by the contractor shall comply with all relevant laws and statutory authorities.

All portable electric machines or apparatus except those operating at extra low voltage shall only be used when an automatic earth leakage device is connected to the circuit.

The Contractor shall comply with all relevant parts of the DBCT P/L Safety Management Systems.

5.1.4 The six (6) monthly testing, tagging, and recording of electrical equipment is the responsibility of the Contractor and will not be performed by DBCT P/L. *N.B. Areas classified as construction sites require three (3) monthly tagging.*

Equipment, which does not have a current six (6) months test tag, will not be permitted on any site of DBCT P/L.

It is the responsibility of the user of any electrical equipment to ensure that:

- (a) Test tags are current
- (b) Any damage is promptly reported and the item repaired or replaced.

5.2 WATER

DBCT P/L will provide a supply of potable and industrial water. Supply will be from existing points, and will be free of charge to an agreed capacity. Industrial water is not fit for human consumption.

The Contractor shall provide all connections, pipelines, hoses, valves and other apparatus (including back flow prevention) necessary for his utilisation of the supply and shall be responsible for ensuring water is not wasted.

The Contractor shall maintain the supply installation to the satisfaction of the DBCT P/L Contract Supervisor.

As soon as any part of the Contractor's installation is not required for carrying out the works the Contractor shall disconnect and remove unused equipment and / or the supply connection.

5.3 SANITATION, ABLUTION AND CRIB FACILITIES

The Contractor may be permitted to use DBCT P/L's existing Contractor facilities provided the Contractor maintains a standard of cleanliness and behaviour, which is satisfactory to the DBCT P/L Contract Supervisor. The Contractor is responsible for determining if DBCT P/L's Contractor facilities are available prior to submission of tender. If DBCT P/L's facilities are not available all facilities shall be provided by the Contractor to a standard approved by the DBCT P/L Contract Supervisor. The proposed arrangements for waste discharge and disposal shall be submitted to DBCT P/L for approval and all costs associated with the waste disposal shall be borne by the Contractor.

5.4 TELECOMMUNICATIONS

The Contractor is to liaise with DBCT P/L for the provision of such telephone, telex and facsimile services as detailed in the tender schedule "Site Requirements".

All costs for connection, operation and disconnection shall be borne by the Contractor. DBCT P/L accepts no responsibility for any costs or delays attributable to non-or late connection.

6.0 FABRICATION AND ASSEMBLY AREAS

Any on site fabrication and assembly prior to installation shall only be carried out in areas allocated by the DBCT P/L Contract Supervisor.

7.0 STORAGE AT SITE

The Contractor shall arrange, at his own expense, for covered storage or other protection of all materials and equipment against theft, or any damage, or deterioration from whatever cause.

The DBCT P/L Contract Supervisor will determine the location of storage or lay down areas.

Any theft or damage that may occur to any item shall be made good at the Contractor's expense before that item is installed.

All materials shall be stored in accordance with DBCT P/L Cyclone Procedures.

8.0 TEMPORARY BUILDINGS

The supply and erection of any temporary buildings required by the Contractor for use as offices, crib rooms, warehouses or security areas along with the necessary ancillary equipment or consumables shall be provided and paid for by the Contractor. The DBCT P/L Contract Supervisor must approve the quality of materials and type of structure.

All temporary buildings shall be erected in accordance with DBCT P/L Cyclone Procedures.

9.0 HANDLING OF MATERIAL AND EQUIPMENT AT SITE

At all times the Contractor shall observe safe practices and comply with the requirements of the DBCT P/L Contract Supervisor when handling or transporting materials and equipment in the execution of the works. Lifting gear including slings and hooks may be subject to inspection by DBCT P/L's Representative.

The Contractor shall comply with all relevant parts of the DBCT P/L Safety Management Systems.

10.0 SALVAGE MATERIAL / REMOVAL OF MATERIAL FROM SITE

The Contractor shall return all salvage materials to DBCT P/L's laydown area, as directed by the DBCT P/L Contract Supervisor.

The Contractor shall not remove any earthen or other materials from the site. The disposal of all earthen and other materials shall be as directed by DBCT P/L.

11.0 CONTRACTOR'S RESPONSIBILITY FOR SECURITY

11.1 OFFICES, COMPOUNDS AND WORKSHOPS

Although the site of the works may be within DBCT P/L's plant area which may be fenced, and that DBCT P/L has a Site Security Section which is responsible for security measures relating to DBCT P/L's plant equipment and installations, the Contractor shall be wholly responsible for its own local security as affecting plant equipment and materials stored or being erected for the purpose of the works.

The Contractor shall be responsible for any security fencing, lighting, or other arrangements required to safeguard its own equipment and items for which the Contractor is responsible during the currency of this contract.

The Contractor shall make arrangements for such watchmen, gatekeepers, and other personnel, as it may consider necessary for these duties.

The use of firearms or watchdogs is not permitted on the DBCT P/L site.

11.2 TOOLS AND EQUIPMENT

All Contractors' equipment used or stored on the site shall be marked as the Contractor's property in a manner unique to the Contractor.

11.3 EQUIPMENT ON LOAN

Equipment on loan from DBCT P/L is to be checked to see that it is appropriately security marked and is not to be removed from the allocated work areas of the site. Equipment is to be signed for prior to loan and inspected upon return before acceptance.

11.4 REMOVAL OF EQUIPMENT FROM SITE

Contractors are not to remove any tools or equipment from the site without authorisation from the DBCT P/L Contract Supervisor. This authorised representative of DBCT P/L must have their name registered with DBCT P/L Security.

11.5 REMOVAL OF CONTAINERS OR SITE OFFICES

Prior to removal of containers or site offices from the site, the Contractor is to contact DBCT P/L's Security Department to have it checked and locked with a security lock before proceeding to the security gate.

11.6 THEFT REPORTING

Any theft of Contractor property or property on loan is to be reported immediately to security and then followed up immediately in writing on a DBCT P/L Incident Report (Form F134).

12.0 VEHICLES AND TRAFFIC**12.1 PRINCIPAL'S REQUIREMENTS**

At all times the Contractor is to strictly adhere to the conditions contained in this document. These conditions include but are not limited to:

12.1.1 Number Of Vehicles

The number of vehicles the Contractor is permitted to bring on site will be kept to the minimum necessary to perform the works.

12.1.2 Non Essential Vehicles

Vehicles used by the Contractor's employees for personal reasons are not allowed to enter the plant area. They must use the parking areas nominated by DBCT P/L.

12.1.3 Entry Via Electronically Operated Automatic Security Gates

Company Proximity cards issued with gate opening capability are specific to the individual they were issued to. Cards are not to be used by any person other than the individual to whom they were issued. When a group of people enter site in one vehicle, all individuals are required to swipe their card and register entry to site.

12.1.4 Security Checks

DBCT P/L reserves the right to inspect any vehicle anywhere on the site and as it enters or leaves the fenced site area.

DBCT P/L reserves the right to inspect any crib port or carry bag of any employee of the Contractor when exiting the fenced site area.

12.1.5 Condition of Vehicles

The Contractor shall implement a program of examination and maintenance in respect of every vehicle brought on to the site by the Contractor.

DBCT P/L requires that all vehicles on the site be maintained in a safe and roadworthy condition and may direct the Contractor to remove from the site any unsafe vehicle. Such vehicle shall not be permitted to return to the site until repairs have been carried out to the satisfaction of DBCT P/L. DBCT P/L may require the Contractor to submit evidence that the vehicle has been inspected by an authorised inspection authority.

The Contractor shall pay the costs of inspection where the inspection reveals that the vehicle is not in a safe and roadworthy condition.

All vehicles entering the DBCT P/L site must have part of the vehicle structure as its highest point. No part of any gas or pressurised system shall form the highest point of the vehicle.

12.1.6 Traffic Regulations

All vehicle drivers must hold a valid and appropriate driving licence and to the extent that site conditions permit relevant Queensland Road Rules will apply to drivers within the Terminal. Seat belts must be worn at all times and the vehicle must be stationary when the driver is using a hand held mobile phone.

Drivers observed or believed to have exceeded the DBCT P/L determined speed limits and/or to have driven in a hazardous manner will be deemed to have breached the requirements of the DBCT P/L Safety Policy Statement.

All drivers shall, with the exception of emergency vehicles, follow the rule outbound vehicles have right of way over inbound vehicles on the jetty.

13.0 CONSTRUCTIONAL PLANT AND EQUIPMENT**13.1 CONSTRUCTIONAL PLANT TO BE SUBJECT TO APPROVAL**

All constructional plant used in the execution of any part of the work under the contract shall comply with the requirements in relation to the relevant laws and statutory authorities and shall be suitable for the purpose for which the Contractor proposes to use it. The DBCT P/L Contract Supervisor is entitled to inspect the Contractor's construction plant and equipment in order to assess its suitability for purpose. The DBCT P/L Contract Supervisor may direct that any construction plant which does not comply with the foregoing requirements shall not be used in the execution of the work under the contract, in which case such plant shall not be so used, and if the DBCT P/L Contract Supervisor so directs, shall be removed from the site. If the Contractor fails to remove such plant DBCT P/L may remove the same to a convenient place under the control of DBCT P/L and the costs of such removal and storage shall be determined by the DBCT P/L Contract Supervisor and paid to DBCT P/L by the Contractor.

13.2 SERVICING OF CONSTRUCTION EQUIPMENT

The Contractor shall be responsible for maintenance and servicing of all the Contractor's constructional plant and also any items of the permanent equipment forming part of the contract works, or any equipment such as cranes, which may be loaned by DBCT P/L to the Contractor during the contract period.

14.0 OPERATOR, TRADE AND OTHER LICENCES / CERTIFICATES

The Contractor shall ensure that all its personnel on the site shall comply with the requirements and regulations of the various authorities, ie all operators have the necessary current operator, trade and other licence certificates, including any changes due to suspension, endorsement, etc.

The Contractor shall provide a copy of such licences or certificates to the DBCT P/L Contract Supervisor prior to commencement of the works.

15.0 INTERACTION WITH OTHERS

The Contractor shall confer and co-operate with employees of DBCT P/L and any other contractors to whom DBCT P/L has given access to the site of work.

DBCT P/L shall not be responsible or liable for any damage caused by any other contractor to the Contractor's equipment, plant, materials or personnel. It is the Contractor's responsibility to recover costs, or obtain any other settlement, from any other contractor who may be involved.

16.0 MAKING GOOD

The Contractor shall make good to the satisfaction of the DBCT P/L Contract Supervisor all damage or defacement caused by the Contractor to the buildings, paintwork, plant etc, being the property of DBCT P/L or others, during the currency of the contract.

17.0 INTERFERENCE WITH DBCT P/L'S OPERATIONS

The Contractor shall take all precautions necessary to avoid interfering with DBCT P/L's operations. Where circumstances arise other than those programmed the DBCT P/L Contract Supervisor shall be notified in writing as to the time and extent of any proposed impact on operations.

The DBCT P/L Contract Supervisor will determine the timing and programming of any such proposed activity and issue written instructions to the Contractor.

No interference with DBCT P/L's operations shall be permitted unless approved in writing by the DBCT P/L Contract Supervisor.

Contractors shall give a minimum of two days notice before closing any road on DBCT P/L's site.

18.0 INDUSTRIAL

The Contractor shall comply with the Conditions of Contract with respect to industrial matters.

19.0 SAFETY

Contractor's Safety performance forms part of DBCT P/L's safety performance.

Safety and Health Management must be of a high standard and comply with the DBCT P/L Health and Safety Policy. The Contractor shall ensure that employees, and other persons engaged in the performance of the Works observe at all times these Health and Safety Special Conditions of DBCT P/L as well as those required by the relevant acts and regulations. The Contractor shall be responsible for the health and safety performance of all its personnel, including subcontractors under their control.

20.0 SAFETY PLANS & PROGRAMS

The Contractor shall ensure that the Contractor's employees and any other persons engaged in the performance of the works, at all times actively participate in and comply with the requirements of the site safety programs. Contractors' safety plans and programs should be compatible with those of DBCT P/L.

The Contractor shall submit a Safety Management Plan and program for review by the DBCT P/L Contract Supervisor.

As part of an active safety program, the Contractor will organise and conduct appropriate safety meetings for all employees and sub contractors. The minimum requirement shall be weekly toolbox type talks and periodic safety meetings. Records of meetings held and who attended shall be maintained.

The Contractor shall participate in appropriate safety meetings conducted by DBCT P/L as required. The Contractor shall ensure that Standard Work Procedures are developed and approved where stipulated by the DBCT P/L Contract Supervisor. The Contractor shall ensure that where available Standard Work Procedure is followed and the DBCT P/L Contract Supervisor, prior to the work commencing, approves of any deviation.

21.0 INDUCTION, TRAINING AND IDENTIFICATION CARDS

21.1 INDUCTION

The cost of Contractors' employees attending induction and refresher training shall be borne by the Contractor.

All persons working on any site for DBCT P/L shall have undergone and passed a DBCT P/L Generic Induction.

Before commencing work in any area, Contractor employees must also complete the area specific induction for that area.

The Contractor shall maintain accurate records of employees' inductions, skills and competencies. These records shall be made available for inspection by DBCT P/L.

Note: DBCT P/L Generic Inductions and area inductions are only valid for a period of twelve (12) months only. After which refresher inductions are required.

21.2 IDENTIFICATION / ACCESS CARDS

Photograph Identification / access cards will be issued to the Contractor's employees who have completed the Generic induction and are *authorised by the DBCT P/L Contract Manager*. The card will usually be issued for the duration of the contract, or for twelve months (whichever is the shorter duration) and must be clearly displayed at all times whilst on site.

The identification cards incorporate an access card for entry through DBCT P/L's gates. DBCT P/L's security officers in conjunction with the DBCT P/L Contract Manager set the level of entry.

Access will not be permitted without an identification card. However, possession of a card does not provide an automatic entitlement to enter the Terminal – entry must be for approved business purposes only, and remains at the discretion of DBCT P/L.

Where identification cards are lost, a replacement card can be obtained (at the current charge) from Security. This cost is to be met by the Contractor.

It is the responsibility of the Contractor to regularly notify DBCT P/L's security with names of employees terminated and the return of the Identification/Access card on issue to that employee. A fee is charged for the non-return of the card.

21.3 MARITIME SECURITY ACT COMPLIANCE

Dalrymple Bay Coal Terminal is a Maritime restricted area and to work in the restricted area a Maritime Security Identification Card (MSIC) is required. The wearer must properly display the MSIC either at the front or at the side of your body and the whole card must be clearly visible. A person does not have an MSIC will be treated as a visitor and must be monitored or escorted whilst they are in the restricted zone by a valid MSIC holder. These are DOTARS requirements and there are penalties in place for any non-compliance.

21.4 COMPULSORY TRAINING PROGRAMMES

Contractor's supervisors shall attend compulsory programs as specified by DBCT P/L from time to time, eg the Safety Awareness Programme.

The cost to the Contractor of attending DBCT P/L's training programs shall be borne by the Contractor.

21.5 STANDARD OF DRESS

The contractor's employees shall at all times whilst on site, wear a uniform, which clearly distinguishes the wearer as an employee of the Contractor or Sub Contractor.

21.4 SAFETY RULES

The Contractor shall discuss the appropriate safety rules and regulations with DBCT P/L and shall ensure that all personnel engaged on the works have the necessary skills and knowledge to perform their tasks.

21.5 LICENSED PERSONNEL

The Contractor shall only engage persons holding appropriate licences and qualifications to perform any part of the works required by law or by DBCT P/L to be done by licensed or qualified persons.

22.0 PERSONAL PROTECTIVE EQUIPMENT

The Contractor shall provide necessary personal protective equipment and ensure its use by all its employees as per DBCT P/L STD 007. The Contractor shall educate and train its employees in the correct use, application, fitting and maintenance of personal protective equipment.

22.2 WORKING AT HEIGHTS

All work at heights shall be conducted in accordance with WHS Advisory Standards and/or relevant Australian Standards.

22.4 RESPIRATORY PROTECTION

The Contractor shall supply appropriate respiratory protection for areas of plant and operations where there is a potential dust, fume or gas hazard.

23.0 EMERGENCY PROCEDURE**Emergency Telephone Number****Ring 4943 8333****24.0 INCIDENT PROCEDURE****24.1 POLICY**

Any incident on DBCT P/L's site resulting in death or serious bodily injury to any person shall be reported immediately via 333 Emergency Number. The Contract Supervisor shall be contacted as soon as practicable (out of business hours, the incident should then be reported to the Production Group Leader).

Any incident or occurrence required to be reported under the Workplace Health and Safety Act shall be reported immediately to the DBCT P/L Contract Supervisor.

The place where the accident occurred is not to be interfered with, except to the extent necessary for the purpose of saving life, attending to the injured or preventing injury to any person or danger to any property.

Any incident on DBCT P/L's site that has the potential to cause serious bodily injury or any incident that causes damage to machinery, plant or equipment or the environment shall be immediately reported to the DBCT P/L Contract Supervisor.

If there is no danger of further injury to personnel or damage to equipment, everything will be left 'as is' until approval is granted.

25.0 DBCT P/L PLANT & EQUIPMENT ISOLATION REGULATIONS

The Contractor shall comply with DBCT P/L's Plant & Equipment Isolation Regulations that are available on request from the DBCT P/L Contract Supervisor. It is the Contractor's responsibility to obtain a copy of these regulations.

26.0 CHEMICAL PRODUCTS /HAZARDOUS SUBSTANCES

The Contractor shall comply with the requirements of DBCT P/L's Safety System [Standard 004 Hazardous Materials](#).

A contractor intending to bring hazardous materials onto the Terminal must have written approval from DBCT P/L to use the materials prior to the commencement of work.

- Unauthorised chemicals shall not be permitted or used on the Terminal
- Any residue containers / chemicals shall be removed from the Terminal

26.1 ASBESTOS PRODUCTS

Products containing asbestos are not permitted on the DBCT P/L site. DBCT P/L maintains a register of materials containing asbestos on site. These materials should not be disturbed without authorisation.

26.2 SYNTHETIC MINERAL FIBRE (SMF) PRODUCTS

When carrying out heat insulation work or work with products containing SMF, the Contractor shall comply with the requirements of the Worksafe - National Standard and National Code of Practice - Synthetic Mineral Fibres.

The Contractor shall select materials or product forms so as to minimise the resite of fibres and / or dust. The Contractor shall provide appropriate instruction, training and supervision to enable employees to safely perform their tasks.

27.0 RADIATION AND RADIOACTIVE SOURCES

27.1 RADIATION SOURCES

Any radiation source, material, or generating device required under this contract shall be registered with DBCT P/L's Radiation Safety Officer (RSO) 14 days prior to arrival on site. The RSO will advise the Contractor of procedures and requirements for the use of radioactive sources on the site.

Any radiation source provided under this Contract shall be accepted back by the Contractor at any time in the future, and at no cost to DBCT P/L, upon written notification by DBCT P/L that the source is no longer required.

27.2 LASERS

The Contractor shall comply with AS2211 - Laser Safety and / or AS2397 - Guide to the Safe Use of Lasers in the Construction Industry and in full compliance with the Workplace Health and Safety Act.

28.0 PERMITS TO WORK**28.1 PERMIT TO WORK**

The Permit to Work is a written document, which ensures people involved in the task are aware of the hazards and risks of the work and are appropriately inducted.

A Permit to Work is required when:

- Contractors are assigned tasks on site, or
- Where there is no Standard Work Procedure in place for the job, and
- Where critical hazards have been identified in the task to be performed.

Although DBCT P/L may have given the Contractor possession of the site before commencing work on any installation the Contractor shall obtain a Permit to Work (Form F184). This permit is available from the DBCT P/L Contract Supervisor prior to the commencement of work.

A Permit to Work cannot be issued without the attendance of the contractor at the Terminal to review the site and assess the hazards and risks.

A separate permit is required for each section of DBCT P/L's plant. The permit must be available for inspection at all times by a DBCT P/L representative.

The Contractor at its cost will make up any delays arising from the Contractor's failure to obtain the necessary permits.

28.2 NOTIFICATION BY DBCT P/L CONTRACT SUPERVISOR OF BURIED SERVICES

The Contractor shall make themselves aware of buried or not visibly apparent services that may be affected by the works. The Contractor shall be responsible for any damage caused to and the costs of repair of such services of which he was or should have been aware. The DBCT P/L Contract Supervisor shall direct how and by whom any such repairs shall be carried out.

28.3 Hot Work Permit

To provide a system to protect people, property and the environment from the outbreak of fire during Hot Work tasks

The Contractor shall obtain a permit to conduct work involving heating, cutting or welding of containers / pipelines that have contained combustible materials or flammable liquids. This permit (F184) is available from the DBCT P/L Contract Supervisor prior to the commencement of hot work.

28.4 PERMIT FOR WORKING IN CONFINED SPACE

The contractor shall provide and implement a confined space entry procedure that meets the requirements of AS 2865-1995 and satisfies the requirements of DBCT P/L's own confined space entry program (STD 050).

28.5 PERMIT FOR EXCAVATION / ERECTION

An Excavation Permit (F184) must be completed (see the DBCT P/L Contractor Supervisor) prior to any excavation. The procedure applies to all excavation work, including hand excavations. The cost of any repairs caused by the Contractor will be the responsibility of the Contractor.

There are extensive underground networks of electric cables, telephone lines, water mains and sewerage pipes installed. Unplanned excavations are likely to interfere with these services. The Contractor may carry out no isolations of power, water or other. All isolations must be performed by DBCT P/L Maintainers.

Compliance with the following procedure will avoid damaging the networks and eliminate the accompanying dangers and disruptions.

28.5.1 The Contractor's Supervisor or person requiring the excavation will initiate the procedure by contacting an Environmental Services Representative at least 72 hours prior to carrying out work where possible.

28.5.2 The DBCT P/L Job Supervisor will check the proposed site for the presence of any underground services.

28.5.3 When the work is in close proximity to existing services, the DBCT P/L Job Supervisor may survey the area and peg the location of the known underground services prior to the commencement of work. If electrical cables are located in the area to be excavated, the plant operator must discuss the details with the Maintenance Superintendent, an Electrical Group Leader, or, if it is outside normal hours, the Shift Electrician so that the following points can be brought to their attention:

Drawings are schematics only and do not show the actual location or voltages contained within various cables.

If the person carrying out the excavation damages or thinks they may have damaged an electrical cable, they must bring it to the attention of the DBCT P/L Contract Supervisor.

If, as a consequence of the work carried out, there is or is likely to be any change to the location of cables, this should be brought to the attention of the DBCT P/L Contract Supervisor.

28.5.4 After completing all checks, the DBCT P/L Job Supervisor will list the reference drawings and provide them to the contractor or person requesting the excavation (where required) along with the completed Permit to Work (Form F184), at least 24 hours prior to carrying out work where possible.

28.5.5 During the excavation, great care must be exercised and the use of plant must stop when sand, tape marker, concrete cable covers etc are exposed. Only hand digging will be permitted after discovering such items.

28.5.6 On completion of the work return the Excavation and Penetration Permit to the DBCT P/L Job Supervisor with a plan showing dimensioned locations of the new or changed underground service. The DBCT P/L Job Supervisor will ensure underground drawings are updated.

28.5.7 If the excavation work is being undertaken to repair or alter existing services, it can only proceed under the direct supervision of the DBCT P/L Job Supervisor or a nominated DBCT P/L Contract Supervisor.

28.6 PERMIT FOR USE OF CRANE-LIFT BOX - SULLY BOX

The Contractor shall comply with the Workplace Health & Safety Act with regards to the use of a mobile crane to raise or lower persons.

The use of a Crane-Lift Box will be covered by a Permit to Work (Form F184) issued by the DBCT P/L's Contract Supervisor.

28.7 ELECTRICAL PERMITS AND PROCEDURES

The Contractor shall comply with the DBCT P/L High Voltage Access Permit System.

It is the Contractor's responsibility to ensure all employees are familiar with the relevant procedures and regulations.

29.0 MEDICAL AND HEALTH REQUIREMENTS

29.1 GENERAL

It is the legal obligation of an employer to provide all of its employees with a safe place of work and to ensure that those employees are medically fit and able to undertake the tasks allocated to them.

The Contractor shall ensure that all of its employees and sub-contractors who enter upon or undertake work on the site are medically fit.

The Contractor shall ensure that they nominate and maintain the presence of a designated, qualified First Aid Officer on each shift where they have a workforce in attendance of 20 or greater.

29.2 ALCOHOL AND OTHER DRUGS

DBCT P/L requires the performance of its employees and contractors to be free of the drugs or alcohol that may have the potential to adversely affect their safety or the safety of others. DBCT P/L reserves the right to remove from site any person who fails to comply with the DBCT P/L standards for alcohol and drugs. Refer to DBCT P/Ls STD 036 Drugs Management and STD 027 Alcohol Management

The Contractor shall require its employees to participate in DBCT P/L's examinations or tests for the purpose of alcohol or drugs management at the Terminal. DBCT P/L reserves the right to expel any employee who refuses to participate in such programs and the Contractor must provide a substitute employee to carry out the relevant work to ensure it fulfils its obligation under the Contract.

All Contractors are required to make both their existing employees and new job applicants aware of this policy. Refusal to undertake testing or confirmed positive testing will result in exclusion from work on the site.

29.3 NO SMOKING POLICY AT DALRYMPLE BAY COAL TERMINAL SITE

Smoking is not permitted in any air-conditioned offices, designated 'No Smoking' areas, common user vehicles, production or mobile equipment cabins or any other area where passive smoking may be a health hazard.

30.0 FIRE PROTECTION

The Contractor shall safeguard the works against fire risks at all times. The Contractor will provide sufficient fire extinguishers of suitable capacity and type to deal with minor fires at the site of the works. The Contractor shall locate the extinguishers on site. The Contractor shall ensure; that all fire extinguishers are in an operable condition at all times.

31.0 EQUIPMENT**31.1 Use of Explosive-Powered Tools**

Should the works require the use of explosive-powered tools the Contractor shall ensure that any such tool is used strictly in accordance with the regulations.

32.0 HAZARDOUS AREAS

The Contractor will be required to comply with all or any controls for work and/or use of equipment in a hazardous area (eg operation of electrical equipment in an explosive dust area).

33.0 ENVIRONMENTAL

DBCT P/L Integrated Environmental Management system (IEMS) shall apply to all contractors engaged by DBCT P/L as contractors for work on DBCT P/L's sites.

No variation to these procedures is permitted without the written approval of DBCT P/L.

34.0 STATUTORY REQUIREMENTS

In accordance with these and other statutory requirements, the Contractor shall use methods of operation and construction that will minimise disruption to the environment to the greatest extent practicable. Contamination of air, land, streams and marine environments is not permitted.

The Contractor must not disrupt existing systems designed to protect the environment from adverse impact without the prior written approval of DBCT P/L.

35.0 SPECIFIC REQUIREMENTS

(These requirements have been grouped into (1) actions to be carried out prior to the actual commencement of the work on site, (2) actions required to be carried out during the work on site, and (3) actions required for completion of the work on site.)

35.1 ACTIONS PRIOR TO WORK ON SITE

35.1.1 If any undisturbed or rehabilitated areas of land are to be disturbed then a survey of the soil and vegetation shall be conducted by DBCT P/L prior to the commencement of any work on the site. It is the Contractor's responsibility to determine the likely area of disturbance and to inform DBCT P/L.

35.1.2 The Contractor shall not build or cause to be built any new roads or tracks without first obtaining a written permit to do so from DBCT P/L.

The Contractor shall consider all other reasonable options before seeking approval for the clearing of areas. Whenever possible existing roads and tracks shall be used for access.

- 35.1.3 At least seven days prior to commencement of work on the site the Contractor shall provide a list of all chemicals, cleaners and reagents that the Contractor intends to use on DBCT P/L's sites or property, to DBCT P/L Hazardous Substances Coordinator for approval. The Contractor shall ensure that all MSDS's for the products are available on the site and ensure safe use of the products. If an MSDS for a particular product is not already held by DBCT P/L then a copy of the MSDS for that product shall be provided to DBCT P/L.
- 35.1.4 The Contractor shall notify DBCT P/L before carrying out any work on anti-pollution systems, drains, pipelines, or fences or carrying out tasks where spillage may occur.
- 35.1.5 DBCT P/L requires all projects to be risk assessed prior to the commencement of work. Formal Risk Assessments will involve site contractor personnel and DBCT P/L staff. The outcomes of a risk assessment will include a series of agreed actions.
- 35.1.6 The contractor is required to provide a safe system of work that includes ongoing risk assessment strategies. DBCT P/L requires the contractor to demonstrate relevant practices, strategies and records that establish an effective risk managed contract that meets DBCT P/L's Standard for Risk Management or equivalent eg. Queensland Division of Workplace Health & Safety Advisory Standard for Risk Management or AS NZ 4360 Risk Management.
- 35.1.7 (i) Workplace Health & Safety Plans
The contractor shall submit a Workplace Health & Safety Plan as required by the Workplace Health & Safety Regulations 1997. The Plan shall be in accordance with regulations and must be submitted at least seven days prior to contract start except under special circumstances.

DBCT P/L reserves the right to reject a Plan as unsatisfactory – when a Plan is rejected the contract cannot continue until the Plan is accepted.

(ii) Workplace Health & Safety Act

The contractor is required to satisfy themselves and DBCT P/L that all necessary steps required under the Workplace Health & Safety Act have been satisfactorily completed prior to contract start.

(iii) Scaffolding

A contractor installing any scaffolding shall ensure it complies with the relevant WHS Advisory Standards and/or relevant Australian Standards.

- 35.1.8 On commencement of the contract the Contractor will be required to apply risk reduction practices that include, but not limited to toolbox talks, hazard awareness programs (eg. SLAM), Permit to Work completion and job safety analysis. DBCT P/L may require proof of these activities throughout the course of the contract.

35.2 ACTIONS DURING WORK ON SITE

- 35.2.1 The burning of rubbish and debris on the site is prohibited under the *Environmental Protection Act*.

35.2.2 The Contractor shall immediately report all spillages where serious harm could occur in accordance with DBCT P/L STD 008 Incident Reporting.

35.2.3 The Contractor shall be responsible for clearing up any spillage of oil or other hazardous substance by the Contractor, and shall dispose of the material off site in accordance with legislation.

Should other hazardous substances (eg asbestos, production chemicals) be found in the process of undertaking work on the site, the following steps must be adhered to:

- For asbestos – cease work immediately
- Advise DBCT P/L of the hazard immediately
- Record as much data about the substances as possible:
 - Product or chemical name
 - Quantity
 - Manufacturer
 - Product label
 - Condition of packaging and material
- If the material is in poor condition (dangerous to salvage), unidentifiable (eg suspected asbestos, unlabelled packaging) or unusable, the Contractor shall consult with DBCT P/L. Do not disturb the material.

35.2.4 Compressed air or abrasive blast cleaning shall not be used for the purpose of removing dust from surfaces. Abrasive blast cleaning of contaminated equipment shall not be carried out except in approved areas of the site in process areas, particularly lead process areas.

35.2.5 The Contractor shall ensure that all vehicles and equipment are clean to the satisfaction of DBCT P/L prior to leaving DBCT P/L's sites or property.

35.2.6 The Contractor shall control the emissions and discharges from the work area that may cause a hazard or nuisance (eg water discharges, airborne dust and noise). DBCT P/L may require the Contractor to take additional action to reduce a dust hazard or remedy any other nuisance.

35.2.7 The Contractor shall, at its expense, provide suitable facilities to prevent the introduction of any substances or materials into any stream, river, lake or other body of water, which may cause material harm (eg decrease the water quality or adversely affect persons, fish, wildlife or vegetation).

35.2.8 Erosion from any land used or occupied by the Contractor must be prevented. This includes the bed and banks of any stream or lake, and the deposition of excavated or eroded material in any lake, stream or watercourse that may result from the execution of the work. The Contractor shall construct and maintain sediment control traps that shall be of sufficient capacity to contain the run-off from the disturbed site from a 1 in 1 year 24-hour storm event. (DBCT P/L may be contacted to assist the Contractor in determining the run-off for the disturbed site.)

35.2.9 Unless by prior arrangement with the DBCT P/L representative, the contractor shall at all times be responsible for the safe disposal of all waste material off site.

In instances where the contractor is granted permission to utilise DBCT P/L's waste management facilities, the contractor shall be responsible for ensuring all waste is disposed of in accordance with the DBCT P/L waste segregation and disposal processes.

35.2.10 Prior to the creation of any stockpiles or material (eg mullock, sand or fill) on undisturbed areas of DBCT P/L's sites, the Contractor shall obtain written permission to do so from DBCT P/L.

35.3 ACTIONS REQUIRED FOR COMPLETION OF WORK AT THE SITE

35.3.1 The Contractor shall clean the site to DBCT P/L's satisfaction. This includes removal of all rubbish resulting from the Contractor's activities on the site, and disposal at the nearest designated dump or receptacle provided for that purpose.

35.3.2 On completion of earthworks operations, the Contractor shall make roads, tracks; borrow pits and other disturbed surfaces ready for rehabilitation.

- Roads and tracks shall be ripped to the specifications of DBCT P/L.
- Borrow pits shall be contoured to an acceptable shape for rehabilitation and drainage (the slope of the sides of the pit shall be less than 17%).

35.3.3 Any material dumps (eg mullock or overburden) to be retained on DBCT P/L's sites with the prior consent of DBCT P/L) shall have their slopes shaped so that they are less than 17%.

35.3.4 Any voids or pits which are to remain, with DBCT P/L approval, at completion of the work shall be bunded (bunds to be 4 metres wide by 2 metres high, composed mainly of competent rock and located at site 10 metres beyond the area potentially affected by any instability of the pit edge). In addition suitable signs, clearly warning of the safety risk and prohibiting public access, shall be erected outside the safety bund wall.

35.3.5 The Contractor shall not destroy any tree or shrub growing on DBCT P/L's sites unless prior written approval to do so is obtained from DBCT P/L. DBCT P/L will impose a fine up to a maximum of \$1,000 per tree or shrub if the Contractor fails to comply with this requirement.

35.3.6 Failure by the Contractor to perform work to DBCT P/L's environment standards shall be a breach of contract and may result in the Contractor being directed to carry out additional remedial work, rehabilitation, or cleanup activities, at the Contractor's expense.

35.3.7 Failure by the Contractor to comply with statutory regulations relating to the environmental management may result in substantial action being taken by Government Authorities against the Contractor and DBCT P/L. The General Conditions of Contract requires the Contractor to indemnify DBCT P/L against any such action.

36.0 TIME SHEETS

Invoices must be accompanied by authorised time sheets for all labour or plant hire, ie, other than lump sum contracts. The DBCT P/L Supervisor must sign the daily time sheets when

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leaving the site and the original copy retained by the DBCT P/L Supervisor. Duplicates of these time sheets must accompany detailed invoices.