# Bethania Lutheran School CONTRACTOR CONTROL

**POLICY**

# PURPOSE

The purpose of this document is to protect the employees, contractors and assets of the School from the risks created in the course of work being performed on School premises by persons engaged under a contract for service.

# SCOPE

This control document applies to all contractors, sub-contractors and their on-site activities.

# REFERENCES

* Workplace Health and Safety Act 1995
* Workplace Health and Safety Regulation 2008

# DEFINITIONS

*Principal Contractor:* A company engaged, under formal contract, to perform construction work of a capital nature. Where a principal contractor has not been appointed, the owner of the workplace is deemed to be the principal contractor.

*Contractor:* A company or individual engaged, under formal contract or sub-contract, to provide all other services other than construction work of a capital nature and all other services associated with construction work of a capital nature.

*Contract of Service:* To be in someone’s employ. To receive all employee benefits as per any company employee.

*Contract for Service:* To supply goods or services or perform work at an agreed price as per a contract document.

|  |  |  |  |
| --- | --- | --- | --- |
| **Who** | **Definition** | **Examples** | **Requirements** |
| Visitor  (Visitor pass) | A person visiting the site for less than one day at a time who will not be performing any work on School buildings, facilities, equipment or services, and who will be accompanied at all times. | Couriers  Consultants  Sales reps  Other School staff visiting the School | No induction required.  Must be accompanied at all times.  Must display Visitor Pass |
| Contractor  (Contractor pass) | A person performing work within the School’s site. on a regular and/or long term basis | Regular maintenance & inspection, Projects, Long term performers and associated workers | 1. General and Departmental induction as appropriate. 2. Workers Comp. details required. 3. Department pre-start meeting / General Induction. 4. Work Method Statement or H & S Plan. 5. Must display Contractor pass. |

# RESPONSIBILITIES

## Business Manager

* + Obtain signed copies of Contractor Agreements prior to accepting tenders and update annually for ongoing contracts.
  + Monitor contractors to uphold health and safety standards in the workplace.
  + Manage the Contractor Control Program at the site jointly with other relevant responsible managers on site.

## WHS Officer

* + Investigate any incidents or accidents reported to them involving contractors and sub-contractors as per the Workplace Injury/Reporting and Recording procedure.
  + Ensure contractor inductions are completed and recorded.

## Contractors

Principal Contractors and contractors are to:

* + Comply with all pertinent Federal and State legislation, all Australian Standards and the School’s Workplace Health and Safety Manual.
  + Ensure that all sub-contractors are inducted with reference to the [Contractor Control](#_CONTRACTOR_CONTROLS) section of this Manual, and are aware of the Fire & Evacuation Emergency Procedures.
  + Provide work method statements and risk assessments for all high risk activities.

# Bethania Lutheran School CONTRACTOR CONTROL

**PROCEDURE**

## TENDER PROCESS

Prior to any new contract being accepted by the School, the Department Head / Manager who wishes to engage the contractor must apply to the Business Manager who will send the attached Letter and Health and Safety Contractors Agreement to the contractor applying for tender.

Before the tender is accepted, the contractor must return a signed copy of the Health and Safety Contractors Agreement to the Business Manager. In addition, the contracting company must supply their Workplace Health and Safety Plan or work method statement and identify any high risk activities that the contractor plans to undertake with an accompanying Risk Assessment.

The Business Manager must review the contractor’s Workplace Health and Safety Plan or work method statement and Risk Assessment and agree to the risk control measures identified.

Failure to agree to these terms may mean that that their contract is not accepted.

## APPOINTMENT OF PRINCIPAL CONTRACTOR

For construction work over $80,000, other than general contract maintenance work, the School should seek to appoint the intended contractor as the Principal Contractor. This must be done on the prescribed form available from www.deir.qld.gov.au/pdf/whs/Principalcontractor\_form1995.pdf.

In the event that no appointment is made when the construction work is over $80,000, the owner of the project, i.e. the School, is deemed to be the Principal Contractor, thereby assuming the duties and responsibilities under Section 31 of the Workplace Health and Safety Act. For construction work under $80,000, the builder/contractor has the obligation to ensure the safety of themselves, their staff and others.

## BEFORE COMING ONTO SITE

The Contractor shall produce written verification to the satisfaction of the School of the following particulars, where appropriate, before being allowed to enter the School property to undertake work under the contract,

1. Vehicles and Construction Plant
   1. Current Certificate of Registration
   2. Compulsory Third Party Insurance
   3. Evidence of Comprehensive and/or Property Damage Insurance
   4. Any relevant certificates as required by Workplace Health and Safety Queensland.

The above applies to all vehicles and units owned, leased or hired by contractors which will be used in the performance of the works.

1. Insurances
   1. Current WorkCover cover for all employees of contractors
   2. Unless otherwise specified proof of Public Risk Cover, of a minimum of $10,000,000 for each occurrence.
   3. Where required by the Contract, Contractors All Risk Insurance
   4. Any other insurance as may be specified in the Contract.

To ensure insurance details of the contractor are obtained prior to the commencement of work, the Contractor’s Agreement form should be used.

## INDUCTION OF NEW CONTRACTORS

Once a contractor has agreed to the above mentioned conditions, they must meet with the Department Head / Manager or designated host department representative prior to commencement of any work. A general contractors’ induction must be performed by the Department Head / Manager or the Workplace Health and Safety Representative, highlighting the location of emergency exits, first aid facilities and fire extinguishers. The Fire and Emergency Evacuation Plan must be explained to the contractor and a copy of the evacuation floor plan sighted.

All high risk activities must also be reviewed at this meeting and risk controls agreements reinforced.

The contractor must be made aware that they are then responsible for inducting all their employees, contractors and sub-contractors on the Contractor Control section of the School’s Workplace Health and Safety Manual before they commence work on site at any time.

## High Risk Construction Activity & Work Method Statements

*High risk construction activity* is defined in s259 of the Workplace Health and Safety Regulation 2008. An activity is a ***high risk construction activity*** if the activity is part of construction work and —

1. the activity involves a person —
   1. entering a trench that is more than 1.5m deep; or
   2. using explosives; or
   3. using a confined space; or
   4. using a hazardous substance; or
2. during the activity, a person could fall —
   1. if the activity is housing construction work — at least 3m; or
   2. if the activity is not housing construction work — at least 2m; or
3. the activity is performed on a roof with a pitch of more than 26º; or
4. the activity is —
5. a prescribed activity; or
6. demolition work that is not a prescribed activity; or
7. the activity consists of —
   1. tilt-up and precast construction work; or
   2. structural alterations that require temporary support to prevent collapse; or
   3. the movement of powered mobile plant at the workplace; or

*Examples for subparagraph (iii)* —

* the movement of forklifts at the workplace
* the interaction of rollers with other powered mobile plant at the workplace
* the interaction of graders with persons at the workplace
  1. work on a telecommunications tower; or
  2. work in, over or adjacent to water where there is a risk of drowning; or
  3. work on, or adjacent to, a road or railway; or
  4. work on or near a pressurised gas distribution mains and consumer piping; or
  5. work on or near a chemical, fuel or refrigerant line; or
  6. work near an exposed energised electrical installation; or
  7. work in an area that may have a contaminated or flammable atmosphere; or
  8. work in an area where there are artificial extremes of temperature; or

1. the Principal Contractor for the construction work reasonably believes the activity could result in death or bodily harm.

For all *High Risk Construction Activity*, work method statements must be supplied by the contractor and the risk controls agreed on by the School prior to work commencing. Refer to the example of a *Work Method Statement*. The work method statement must meet the requirements detailed in the Workplace Health and Safety Regulation 2008.

## ARRIVAL ON SITE

At induction all contractors must be informed that on every visit to the site, they must report to either Reception or the Staff Entrance, as appropriate. Their names and details of their visit are to be recorded for the purposes of the Fire and Emergency Evacuation Plan.

The *Contractors Induction Checklist* can be used for this purpose.

Visitor identification or Contractor’s passes must be worn at all times on-site, where issued.

## SUPPLY OF EQUIPMENT

Contractors must supply their own equipment and must ensure that this equipment is fully compliant with all relevant statutory requirements, Advisory Standards/Codes or Practice and Australian Standards. In a situation where a Manager has agreed to supply the contractor with equipment to complete the job, the Manager will ensure that the contractor has been instructed in the standard use of the equipment prior to use.

## MONITORING OF CONTRACTORS

The Department Head / Manager who engaged the contractor must make every effort to monitor the progress of the contractors work on both a random basis and as a component of a workplace health and safety audit. The monitoring of contractors will include:

* Checking authority to perform work and licence details
* Checking that the equipment supplied by the contractor meets all relevant Standards checking any high risk activities have documented risk assessments; and
* Controls in place and are being adhered to.

## NON-COMPLIANCE OR BREACH OF CONTRACTORS AGREEMENT

Where an employee of the School detects a failure by the contractor to adhere to the terms of the Contractors Agreement, the employee must report that incident to their Supervisor/Manager immediately and record it on a *Non-Compliance Report*.

The contractor must sign for the receipt of this notice.

The Supervisor/Manager must then follow the procedure for “Hazard Reporting/Risk Identification and Assessment”.

Should a contractor continue this activity after the issue of a Non-Compliance notice, then the contract must be reviewed by the Manager to determine whether future work will be cancelled.

## CONTRACTOR INCIDENTS/INJURIES

Contractors must be instructed at the Induction that they are to report all workplace injuries to the Department Head / Manager who will ensure that the Workplace Health and Safety Officer performs an accident investigation, in accordance with the investigation procedure set out in Incident Investigations.

The WHS Officer must also ask for a documented report from the contractor involved including the names of the injured, the extent of the injuries, names of witnesses, accident details and the action the contractor will take to prevent a recurrence.

This report must be requested immediately after the initial reporting of the injury and a copy kept with all School accident investigation records.

## 

## CONTRACTORS AGREEMENT

The *Contractors Agreement* is a legally binding document that outlines the responsibilities and terms agreed to by any and all parties supplying goods or services of any type to the School.

The *Contractors Agreement* is used for both general contractors and Principal Contractors. It must be completed and signed before a contract is accepted and permission is granted for the delivery of goods or services or for any work to commence on site.

## EXISTING CONTRACTORS

All above mentioned conditions apply to existing contractors.

A Contractors Agreement is to be forwarded to all companies or contractors in an existing contracted relationship with the School. Failure to agree to the terms of this agreement may mean that their contract is terminated.

Every year the Department Head / Manager shall review on-going contracts in their business unit and send the contractors a letter requiring them to renew their agreement.

# ASSOCIATED DOCUMENTATION

Following are information associated with this procedure:

Appendix A: [Contractors Letter](https://secure.netols.com/schools/thirdgen/form/show_attachment.cfm?attachmentID=7298)

Appendix B: [Contractors Agreement](https://secure.netols.com/schools/thirdgen/form/show_attachment.cfm?attachmentID=7300)

Appendix C: [Contractors Non- Compliance Notice](https://secure.netols.com/schools/thirdgen/form/show_attachment.cfm?attachmentID=7302)

Appendix D: [Contractors Induction Checklist](https://secure.netols.com/schools/thirdgen/form/show_attachment.cfm?attachmentID=7304)

Appendix E: [General Contractor Induction Record](https://secure.netols.com/schools/thirdgen/form/show_attachment.cfm?attachmentID=7306)

**APPENDIX A: CONTRACTOR’S LETTER**

Date

Contractor’s Name

Dear Sir/Madam,

Bethania Lutheran School has an obligation to all personnel and visitors to protect their health and safety whilst at the workplace. In addition, as a contractor working at the site, you have a reciprocal obligation to ensure that your activities do not endanger the safety of yourself or other persons.

To ensure we both meet our legal obligations, the School has drafted a Contractors Agreement for your perusal and signature, to be returned to the below signed. This agreement must be signed and returned to us by *(date).* In addition, you are required to attach a certificate of currency for both WorkCover and Public Liability Insurance policies. Failure to respond to and comply with this agreement will result in a review of your contract.

We look forward to your prompt response.

Yours faithfully,

**BUSINESS MANAGER**

**APPENDIX B: CONTRACTOR’S AGREEMENT**

Quote number: Contract:

Dear:

We refer to your quote tendered in respect of the above contract and advise that before we can accept your quote, we require you to complete and agree to the terms of this agreement.

**INSURANCE COVERAGE**

**Contractor Licence No:** *............................................................*

*(to be completed by all Contractors)*

**Contract Works Insurance:** *............................................................*

(*to be completed by Principle Contractors only)*

Covering physical loss or damage to property forming part of the construction.

Insurance Company: Expiry Date:

Policy Number: Policy Holder’s Name:

Excess: $ Sum Insured: $

Plus Sub-limits: Principal Supplied Equipment: $

Architects/Engineers Fees: $

Removal of Debris: $

**Legal Liability Insurance:** (*to be completed by all Contractors)*

Insurance Company: Expiry Date:

Policy Number: Policy Holder’s Name:

Excess: $

Limit of Indemnity: $ for any one occurrence

**Workers Compensation Insurance:** (*to be completed by all Contractors)*

Insurer: Expiry Date:

Policy Number: Policy Holder’s Name:

**TERMS OF AGREEMENT**

**General and Legal**

1. The Contractor shall comply with all relevant Federal and State laws and company rules.
2. The Contractor shall apply for and pay any fees for all permits required.
3. The Contractor shall ensure that no interruption occurs to company operations without first obtaining the written permission of the Company or its agents.
4. The Contractor shall ensure that they are fully insured and have adequate Workers Compensation and Public Liability Insurance and have provided details of these insurance policies overleaf.
5. The Contractor is responsible for the removal of all waste and debris and ensuring correct disposal, according to environmental protection regulations.
6. The Contractor shall not alter, connect or disconnect any building services, including electrical, fire protection, ventilation, plumbing and sewerage services, without written permission of the Company.
7. Contractors are to be reasonably dressed at all times while on-site and should not engage in loud, coarse or abusive language while in the vicinity of employees or visitors.
8. The Contractor is liable for any damage caused to Company property or equipment.

**Health and Safety**

1. All contractors must provide a work method statement for high risk construction activities as detailed in Section 261, of the Workplace Health & Safety Regulation 2008.
2. All contractors must ensure that all electrical equipment for the performance of work is in accordance with the requirements of AS/NZS 3012 and tested and tagged as required by this standard.
3. All Contractors are required to report to the designated area on each and every visit on- site and must wear visitor or contractor identification, where required.
4. All Contractors must arrive for work in a fit state to perform all duties safely.
5. All Contractors, employees and sub-contractors must not engage in willful or reckless behaviour or work practices that may damage any equipment or endanger the health and safety of themselves or any other people on-site.
6. The Contractor shall engage only qualified staff in any prescribed occupation.
7. Wherever practical, the Contractor shall safely and securely fence the works area and limit access to that area to relevant company staff. Signage and barricades must be used as appropriate.
8. Contractor’s staff entering any operations area shall obey all Company safety rules in that area and any direction given by the Company, whether written, verbal or by signage.
9. Smoking is only permitted in designated areas.
10. Contractors must keep all work areas tidy, keep passageways clear of tools, equipment and extension leads, etc. At the completion of a job and at the end of each visit, the work site is to be tidied and secured.
11. All accidents and incidents are to be reported to the Supervisor/Manager of the worksite. The Contractors supervisor must supply to the Company representative, a written investigation of the incident including; the injured person’s name, activity being undertaken and preventative measures to prevent recurrence.
12. The Contractor shall provide and ensure all employees use personal protective equipment and clothing where required, to ensure a safe and healthy workplace.
13. All hazardous substances brought on-site by the contractor must be notified to the Company. The Contractor is responsible for the safe and correct storage, use, delivery, handling and disposal of all substances.
14. In the event of an emergency, the Fire and Emergency Evacuation Plan is to be followed. It is the responsibility of the Contractor to ensure that all sub-contractors and employees are inducted on this procedure before commencement of work.

**Equipment, Machinery and Vehicles**

1. Contractors will ensure that all vehicles and construction plant have a current certificate of registration, Compulsory Third Party insurance, Comprehensive and/or Property Damage insurance and any other certificates of compliance as required in their State.
2. Contractors and suppliers must use safe and tested and tagged equipment. Equipment requiring safety tags must display current tags.
3. Where equipment is isolated for servicing, repairs or testing, the Contractor shall lock out, render safe and tag such equipment and shall not restart such equipment until it is safe to do so without endangering any person.
4. Contractors must ensure that all mechanical equipment used on-site must be fitted correctly with a guard, as required. No equipment is to be operated with guards removed.
5. All tools and equipment bought on-site by the Contractor must meet current Australian Standards (if applicable) and be maintained to the manufacturer’s specifications.
6. Vehicles are to be operated safely and within speed limits when on-site. Engines and plant should not be left unattended and must be safely secured when not in use. Excessive noise and fumes are not acceptable.
7. All contractors working at heights over 2.0 metres, must use a suitable and safe fall protection system to prevent falling. A work method statement must be supplied by the contractor and the risk controls agreed on by the company prior to work commencing. All equipment for working at heights supplied by the Contractor must be maintained and comply with the relevant design standards and the Company procedure. Erection of scaffolding must be performed by licensed persons only.

I/we ………………………………………………..of…………………………………………. have received and reviewed this Agreement and understand fully what is required to enable us to effectively manage and control risks to the health and safety of all persons while undertaking any work involved with this contract. I/we have fully discussed and ensured that all my/our employees or sub-contractors are fully conversant with this Agreement and understands the standards required of them whilst engaged to under contract with *Bethania Lutheran School.*

Signature:

Position Held:

Date: ………………………………………….

**APPENDIX C: CONTRACTOR’S NON-COMPLIANCE NOTICE**

To:

I, ........................................................ being an authorised representative of Bethania Lutheran School have identified the following equipment/procedure as substandard:

Equipment Type:

Serial No.: (if applicable)

Procedure:

It is my opinion that the equipment/procedure is substandard for the following reasons:

You are required to remedy the situation before recommencing work with the equipment or procedure as detailed.

Failure to do so may affect any future contract you may undertake with the Company.

Signature: .............................................................

Position Held: .......................................................

Date: ....................................................................

**APPENDIX D: CONTRACTOR’S INDUCTION CHECKLIST**

**CONTRACTORS RESPONSIBILITIES:**

Under the terms of the Contract it is the responsibility of contractors concerned to ensure that all requirements of the Workplace Health & Safety Act and regulations and the latest amendments plus all Site Safety Rules are strictly adhered to and that copies of the appropriate legislation and rules are available to the contractor’s supervisors and employees.

**STAFF ENTRY INDUCTION**

1. Contractors must agree that they must sign in through Staff Entry, or other authorised area, each time they enter and re-enter the property for safety reasons and wear their Contractors Pass for identification.
2. Contractors must agree to report all incidents, accidents, near misses or dangerous occurrences immediately.
3. Please nominate the name and telephone number of the person at your workplace to be contacted

in the case of an emergency

1. Contractors must agree to answer any questions that are asked by the management in relation to their involvement with any incident, accident, near miss or dangerous occurrence.
2. Contractor must agree to comply with all instructions given to them by a School staff member in relation to emergency evacuation procedures.
3. The Evacuation tone is the continuous ringing of the school bell.
4. Contractors will agree to smoke only in the designated smoking areas nominated by the School.
5. Contractors must report to work in a fit state to perform all duties safely and must not consume or be under the influence of alcohol or illegal substances whilst working on the property.
6. Contractors must not engage in any wilful or reckless behaviour or work practices that may endanger the health and safety of themselves and others or that may damage company policy.
7. Contractors will agree to safely barricade any work areas and clearly sign these areas.
8. Contractors will not have access to any area that is nominated as RESTRICTED ACCESS and if they need entry to this area they must be accompanied by an appropriate Company Representative.
9. Contractors will not be permitted to engage in any form of gambling activity whilst working on the premises.
10. Any Hazardous Substance or Chemical brought on to the Property must have a MSDS (Material Safety Data Sheet)
11. If any work involves welding, (hot work), confined space entry or work that produces excessive dust, a permit is required from the Location Manager.

Name of Contractor: Date:

Signature:

**APPENDIX E: GENERAL CONTRACTOR INDUCTION RECORD**

1. Contractors have been escorted to their specific worksite and instructed in the fire and evacuation emergency procedures, the closest exits, assembly areas and fire fighting equipment.
2. Contractors have discussed any health and safety issues/concerns with the Workplace Health and Safety Officer (WHSO) or Maintenance Manager prior to commencing work.
3. Contractors will not alter, connect or disconnect any building services, including electrical, fire protection, ventilation, plumbing and sewerage services without permission from the Maintenance Manager.
4. Contractors will agree to leave their work areas in a tidy and secured manner and will keep all passageways clear of tools and equipment.
5. Contractors will supply their own equipment, (including barricades, tested safety harnesses etc.), and have competency in their use. However, in a situation where a manager has agreed to supply the contractor with equipment to complete a job, the contractor will agree to undertake any training and/or instruction that a employee requires of them.
6. Contractors must agree that when requested to stop work for safety reasons, by either a WH&S representative or Location Manager, they will do so immediately until a resolution can be found.
7. If undertaking construction work, ensure the contractors workers possess evidence of a “General Safety Induction – Construction Industry” (Blue Card).
8. All contractors must be competent to perform assigned work tasks safely and possess a current certificate if performing a “prescribed activity” or if working in a “prescribed occupation” or other occupation that requires a licence*.* Certification is required for:

Crane or hoist operation, (including boom type elevating work platform)

Demolition work

Load shifting equipment operation, (including Forklift truck)

Pressure equipment operation

Rigging (Using mechanical load shifting equipment)

Dogger (In relation to use/direction of lifting gear, cranes & hoists)

Scaffolding

Welding

Asbestos Removal

(Please tick if the above work is to be carried out)

1. Wherever possible, those who identify a hazard should immediately attempt to reduce any present risk to themselves and others.
2. All portable electrical equipment including extension leads brought onto the workplace must have a current test tag attached Earth leakage devices (RCD’s) must be used when operating portable/hand held electrical equipment.
3. Extension leads must be kept out of pathways and located/protected from potential damage and must be used in accordance with the Australian Standards.
4. Ladders must be non-conductive when working with/near live or potentially live electrical equipment. Wherever a Ladder is extended past 2 meters there must be two operators with one at the base holding the ladder.
5. Persons using a Mobile Elevating Working Platform must be properly trained in the use of the equipment and know where the emergency stop button is located. Any person using an Elevated Working Platform must wear a harness.

Name of Contractor: Date:

Signature:

**ACKNOWLEDGEMENT**

I have read and understood this Contractors Induction Checklist and fully understand what is required of me to enable me to effectively manage and control risks to the health and safety of all persons while undertaking the contracted work.

CONTRACTORS COMPANY NAME:

(Supply Company & Trading Names as Applicable)

CONTRACTORS/SUB-CONTRACTORS NAME:

Signature:

Position Held:

Date: