

Working on Department of Education (DoE) Facilities

1. Definitions

1.1 If a term used in these Conditions has a specific meaning in a Contract, then the term will have that same meaning for the purpose of applying these Conditions to the Contract, unless the context otherwise requires.

1.2 In these Conditions:

Asbestos has the same meaning as in Part 1 of Schedule 1 of the WHS Act.

Asbestos Codes of Practice means the *How to Manage and Control Asbestos in the Workplace Code of Practice 2011* and the *How to Safely Remove Asbestos Code of Practice 2011* made under the WHS Act.

ACM means material that contains Asbestos.

Asbestos Management Plan for DoE Facilities means the document with that title, available at <https://education.qld.gov.au/about-us/reporting-data-research/reporting/asbestos-management>.

Asbestos Register means an electronic register maintained by the Department of Housing and Public Works that identifies the presumed or confirmed presence of Asbestos within buildings and grounds as well as components of the buildings and grounds that have been removed. The Asbestos Register details the location, physical state and BEMIR score for ACM.

HEPA means a vacuum cleaner that is fitted with a High Efficiency Particulate Air filter and complies with Australian Standard 3544-1988 Industrial Vacuum Cleaners for Particulates Hazardous to Health.

BEMIR means the Built Environment Materials Information Register, which is an electronic environmental management system maintained by Department of Housing and Public Works to assist Queensland government agencies with the management of environmentally significant matters within government controlled buildings.

Building Manager is the person who administers the Asbestos Management Plan for a DoE Facility.

Conditions mean this document entitled *Working on DoE Facilities*.

Contract means a contract or arrangement under which a Contractor performs, or is authorised to perform, Work on a DoE Facility and that incorporates these Conditions by reference.

Contractor means the person or entity carrying out the Work in accordance with a Contract.

Date of Practical Completion means the date the certificate of practical completion is issued for the Works under the Contract (if applicable) or the date the Contractor notifies DoE that the Works have been completed.

DoE means the State of Queensland through the Department of Education.

DoE Facility means any building or premises owned, leased, operated or maintained by DoE, including State Schools, Outdoor Education Centres, Environmental Education Centres and regional/central offices.

LDB means low density asbestos fibre board, which is a lightly compressed board, similar in appearance to Asbestos cement sheeting or plaster board and is different from normal Asbestos cement sheeting because it is more fibrous and contains a mixture of different types of Asbestos fibres (generally Amosite and Chrysotile) bound with calcium silicate with no cement content.

Nominated Officer means the person nominated as the DoE representative or person who assists the Building Manager in the management of Asbestos-related matters at a DoE Facility.

Personnel mean the Contractor's employees, officers, agents and sub-contractors (including any sub-contractors of those sub-contractors).

Superintendent means the person nominated by DoE to exercise the functions of the superintendent, or otherwise act as its representative, under the Contract. The Superintendent may appoint a representative to exercise any of their powers, duties, discretions and authorities.

Work means the building work to be undertaken by the Contractor on the DoE Facility in accordance with the Contract.

WAAP means a work area access permit, which is a written authorisation signed by the Contractor and the Building Manager or Nominated Officer granting conditional access to a specific work area in a DoE Facility

for the purpose of carrying out building-related work that may or may not potentially disturb ACM.

WHS Act means the *Work Health and Safety Act 2011* (Qld). [Work Health Safety Act 2011](#)

2. SAMPLING DATA COLLECTION FORM is standard asbestos testing data collection form produced by QBuild.

3. Application of Conditions

3.1 These Conditions

- (a) form part of each Contract and the Contractor must comply with them at all times; and
- (b) will prevail to the extent of any inconsistency between the documents that form part of the Contract.

4. Conduct of Personnel

4.1 The Contractor is responsible for the conduct of Personnel and must ensure that Personnel:

- (a) are aware of these Conditions and comply with them; and
- (b) do not access DoE facilities without prior arrangement with the Nominated Officer.

4.2 The Contractor must immediately remove Personnel from a DoE Facility upon receiving a written direction from the Nominated Officer or the Superintendent. The Nominated Officer or the Superintendent may issue such a direction if, in their reasonable opinion, the person is not acting in accordance with these Conditions or the person's work performance may cause a workplace health and safety concern, including where they have demonstrated incompetence or negligence.

5. General Requirements

5.1 The Contractor must ensure that, while Personnel are on DoE facilities, they:

- (a) are easily identifiable as contractors, employees or officers of the Contractor by wearing a standard uniform with a company logo or identification badges that are clearly visible;
- (b) conduct themselves in a professional manner at all times;
- (c) comply with the DoE Facility's workplace, health and safety requirements and any other reasonable instructions issues from time to time by the Nominated Officer;
- (d) be suitably attired with bodies (other than head and limbs) fully covered (clothing with inappropriate slogans is not permitted within sight of a DoE Facility);
- (e) keep noise and dust to a minimum at all times, complying with all government and local authority requirements concerning noise levels;
- (f) regularly remove all rubbish;
- (g) not use any DoE equipment or facilities (i.e. telephones, fax machines, photocopiers, electrical supply or rubbish removal facilities) without the prior written approval of the Building Manager or Nominated Officer;
- (h) not enter or use any student toilets at a DoE Facility (unless the Work is being conducted in the student toilets);
- (i) not use non-student toilets without the written permission of the Building Manager or Nominated Officer (unless the Work is being conducted in the toilets);
- (j) not enter into any discussions with students, even if the student is known by or is related to the Contractor or the Personnel, except for the purposes of giving a direction for the purposes of ensuring the safety of students;
- (k) not use foul or obscene language within audible range of a DoE Facility;
- (l) not consume or be affected by alcohol, cigarettes or drugs;
- (m) not bring dogs, other pets, radios or unnecessary vehicles onto the DoE Facility;

- (n) prevent litter from entering the DoE Facility and maintain a clean and tidy work area including removal of all debris, material or waste that remains at the completion of the Work; and
 - (o) not disrupt the normal day-to-day running of the DoE Facility, without the approval of the Building Manager or Nominated Officer.
- 5.2 The Contractor is responsible, at its own cost, for ensuring Personnel performing the Work are appropriately trained, inducted and informed of the requirements of the Contract and these Conditions.

6. COVID-19 vaccination requirements

- 6.1 The Contractor is responsible for ensuring that any Personnel who provide services in a school, outdoor education facility, kindergarten or early childhood setting comply with the following COVID-19 vaccination requirements for workers in high-risk settings:
- (a) From 17 December 2021, Personnel must have had one dose of the COVID-19 vaccine.
 - (b) From 11:59pm on 23 January 2022, Personnel must be fully vaccinated for COVID-19.
 - (c) Evidence of vaccination status needs to be provided to the school, outdoor education facility, kindergarten or early childhood setting.

Information on COVID-19 vaccination requirements can be found at:

<https://www.health.qld.gov.au/system-governance/legislation/cho-public-health-directions-under-expanded-public-health-act-powers/workers-in-a-high-risk-setting-direction>

7. Blue card requirements

- 7.1 The Contractor is responsible for ensuring that relevant Personnel hold current blue cards issued by the Public Safety Business Agency in accordance with the *Working with Children (Risk Management and Screening) Act 2000* (Qld). Information on blue card requirements can be found at <http://www.bluecard.qld.gov.au>.
- 7.2 Some Contractors going into schools will not be required to obtain blue cards. For example, electricians, builders and other tradespeople who provide services to the school and not the children. However, if a Contractor provides services to an education centre when children are present and the services are part of the contractor's usual business activities, then the Contractor's personnel will be required to hold blue cards. Further, when Contractors are conducting works on Outside School Hours Care, Early Learning, Kindergarten and Child Care facilities, a blue card is required when work is conducted over:
- (a) eight consecutive days; or
 - (b) once a week, each week, over four weeks; or
 - (c) once a fortnight, each fortnight over eight weeks; or
 - (d) once a month, each month over six months.

8. DoE Standing Offer Arrangements and Preferred Supplier Arrangements

- 8.1 The Contractor may discuss options with the Nominated Officer with regard to utilising DoE standing offer arrangements and preferred supplier arrangements when the Contractor procures goods and services for the purpose of carrying out the Work. These arrangements have been put in place to ensure correct standards and safety obligations are adhered to.

9. Compliance with laws and policies

- 9.1 The Contractor must comply with all applicable laws, regulations, standards, policies and codes of practice when undertaking the Work, including those in relation to:
- (a) licensing and certification, including:
 - (i) for building work as defined by the *Queensland Building and Construction Commission Act 1991* – have and maintain a current licence for the building work issued by the Queensland Building and Construction Commission;

- (ii) for electrical work – have and maintain a current Electrical Contractor’s Licence to undertake all electrical work as required by the *Electrical Safety Act 2002* (Qld) and *Electrical Safety Regulation 2013* (Qld);
 - (iii) for friable or loose Asbestos work in any quantity – have and maintain a current “A” class business certificate, as issued by the Department of Justice and Attorney-General through Workplace Health and Safety Queensland;
 - (iv) for removing non friable Asbestos (such as Asbestos cement sheeting) of 10 square metres or more – have and maintain a current “B” class certificate issued by the Department of Justice and Attorney-General through Workplace Health and Safety Queensland; and
 - (v) for construction work as defined under the WHS Act – Personnel carrying out the Work must possess a General Safety Induction (Construction Industry) Card;
- (b) workplace health and safety, including:
- (i) WHS Act and the *Work Health and Safety Regulation 2011* (Qld);
 - (ii) *Electricity Act 1994* (Qld), *Electrical Safety Act 2002* (Qld) and the *Electrical Safety Regulation 2013* (Qld); and
 - (iii) *Worker’s Compensation and Rehabilitation Act 2003* (Qld);
- (c) environmental management, including the *Environmental Protection Act 1994* (Qld) and any regulations or policies made under it;
- (d) Asbestos management, including:
- (i) the Asbestos Codes of Practice;
 - (ii) the Policy for the Management of Asbestos in DoE Facilities available at <https://education.qld.gov.au/about-us/reporting-data-research/reporting/asbestos-management/policy-and-procedures>, which provides an overview for the management of ACM in DoE Facilities;
 - (iii) the Asbestos Management Plan for DoE Facilities at <https://education.qld.gov.au/about-us/reporting-data-research/reporting/asbestos-management>, which details the roles and responsibilities for service providers, project managers and DoE employees for managing the processes for ACM in DoE facilities;
 - (iv) the Queensland Government Asbestos Management Policy for its Assets available at <https://www.asbestos.qld.gov.au/>;
 - (v) all applicable Queensland Government codes, policy and guidelines relating to Asbestos; and
 - (vi) all applicable Australian or international standards relevant to Asbestos and the Works.

10. Work health and safety

- 10.1 The Contractor must allow DoE to inspect, audit and review the Contractor’s workplace and safety system and documentation upon written request by the Building Manager or Superintendent and take copies of such documentation as DoE requires.
- 10.2 The Contractor must ensure that Personnel who carry out the Work at a DoE facility:
- (a) are adequately trained, hold all necessary licences, certificates and permits and have the necessary experience to undertake the Work;
 - (b) comply with the Contractor’s lawful workplace health and safety procedures; and
 - (c) take immediate action to remedy any breach of site safety at a DoE Facility.
- 10.3 The remedy of site safety breaches that arise from the Contractor’s breach of the Contract, these Conditions or any legislative requirement will not give rise to any right for the Contractor to request an extension of time to perform the Work or claim any reimbursement from DoE in respect of the remedial action. DoE will not pay the Contractor for any work undertaken by the Contractor to remedy the breach.

- 10.4 The Contractor must notify the Superintendent of serious work caused illness, work injury, serious bodily injury and dangerous events which occur at a DoE Facility as soon as possible, but not later than twelve hours after the event. The Contractor must provide a written investigation report outlining the action the Contractor will take to prevent reoccurrence of the event to the Nominated Officer within five business days of the event occurring.

11. Environmental management

- 11.1 The Contractor must comply with all applicable environmental legislation, regulations, standards, policies, codes of practice and licenses when undertaking works at DoE Facilities. These may include, but are not limited to the following:
- Environmental Protection Act 1994 (Qld);
 - Any regulations or policies made under or pursuant to the Environmental Protection Act 1994 (Qld)
- 11.2 The Contractor must prepare, and provide to the Building Manager or Superintendent, an environmental risk assessment that incorporates all necessary environmental controls to complete the Work without causing environmental harm before commencing the Work.
- 11.3 If the Contractor performs any part of the Work within, or operates from, imported fire ant infested areas, then the Contractor must comply with all requirements of Biosecurity Queensland within the Department of Agriculture, Fisheries and Forestry.

12. Asbestos Management

- 12.1 The Contractor is responsible for making itself aware of the location and form of confirmed or assumed ACM at a DoE Facility.
- 12.2 All Work involving the removal, transport, disposal or potential disturbance of ACM must be performed in accordance with applicable Commonwealth, State and local government legislation, codes of practice and accepted industry standards in relation to Asbestos.
- 12.3 In carrying out the work under the Contract, the Contractor must comply with all applicable Queensland Government codes, policy, guidelines and Australian Standards relevant to the Works, which may include, without limitation, compliance with the standards set out in the [How to Manage and Control Asbestos in the Workplace Code of Practice 2011](#) or such similar applicable codes of practice for management and control of asbestos.
- 12.4 Without limiting the foregoing, the Contractor must comply with the applicable version of the DoE or Queensland Government policies and procedures when performing the works, including:
- the [Policy for the Management of Asbestos in DoE Facilities](https://education.qld.gov.au/about-us/reporting-data-research/reporting/asbestos-management/policy-and-procedures) available at <https://education.qld.gov.au/about-us/reporting-data-research/reporting/asbestos-management/policy-and-procedures>. This policy provides an overview for the management of ACM in DoE Facilities;
 - the [Asbestos Management Plan for DoE Facilities](https://education.qld.gov.au/about-us/reporting-data-research/reporting/asbestos-management) at <https://education.qld.gov.au/about-us/reporting-data-research/reporting/asbestos-management>. This plan details the roles and responsibilities for service providers, project managers and DoE employees for managing the processes for ACM in DoE facilities;
 - the [Asbestos Management and Control Policy for Government Buildings](https://www.asbestos.qld.gov.au/) available at <https://www.asbestos.qld.gov.au/>.
- 12.5 The Contractor must ensure that, before commencing works at a DoE Facility, it has all necessary approvals and licences for the Asbestos removal or maintenance services, including notification to Workplace Health and Safety Queensland for 'Asbestos Removal Work' where a certificate holder is required to carry out the Asbestos removal.
- 12.6 If the Contractor or the Personnel has potentially exposed staff, students or visitors to ACM, the matter will be referred to DoE's chief safety advisor on Asbestos for investigation.

- 12.7 If the Contractor or the Personnel causes or contributes to an Asbestos incident, the Contractor will be responsible for the payment of all costs associated with any rectification works deemed necessary by DoE, including:
- (a) disposal and replacement of any affected items; and
 - (b) all costs associated with any work undertaken by other contractors; and
 - (c) all travel, accommodation and testing costs.
- 12.8 Any delay or disruption to the Work, or any suspension of the Contract, as a result of an Asbestos incident that is caused or contributed to by the Contractor's default or negligence will not be grounds for an extension of time under the Contract and the Contractor is not entitled to payment for any costs incurred by the Contractor in connection with the incident.

13. Requirements before commencing Work

- 13.1 Before commencing the Work, the Contractor must:
- (a) develop and provide to the Building Manager or Nominated Officer a work method statement for all high risk construction activities (including Work involving ACM) and an Asbestos Removal Control Plan for Asbestos removal projects;
 - (b) arrange a start-up meeting with a person nominated by DoE (either the Building Manager or the Nominated Officer);
 - (c) obtain a WAAP for all maintenance, installation, refurbishment and construction-related works of any description whether the works have the potential to disturb ACM or not;
 - (d) provide a copy of the signed WAAP to the Building Manager;
 - (e) review the WHS Act, regulations and codes of practice to ensure any tools it proposes to use are not prohibited when working with ACM;
 - (f) induct the Personnel on safe work procedures and local requirements and conditions, including viewing DoE's Contractor/Service Providers Asbestos Awareness Presentation, available at <https://education.qld.gov.au/about-us/reporting-data-research/reporting/asbestos-management/service-providers-contractor>.
- 13.2 The Contractor must ensure that it and all Personnel who attend a DoE Facility:
- (a) sight and review the WAAP and the Asbestos Register for the DoE Facility;
 - (b) read, understand and agree to comply with the General Conditions of Access and Special Conditions of Access (Asbestos) which is located on the WAAP that is issued before going on site. This is provided by DoE to the Contractor and any other special conditions imposed by the Building Manager, Nominated Officer or Superintendent; and
 - (c) sign page 1 of the WAAP to acknowledge they will potentially be working with ACM and must ensure appropriate work practices are in place. The Contractor must sign Service Provider section and all personnel must sign the "List of Subcontractors" section;
 - (d) receive site identification badges that must be displayed at all times in a position where they can be read, for example, affixed to the front pocket area of a work uniform;
 - (e) acknowledge that the Asbestos Register is not exhaustive and make its own assessment as to whether Work will be on, to, or connected with ACM;
 - (f) take necessary precautions whether the BEMIR is available or not;
 - (g) advise the Building Manager or Nominated Officer by providing copies of any Asbestos sample results before the Works commences or after an Asbestos incident where testing has occurred as part of the remedial works; and
 - (h) ensure that an appropriate risk assessment for the works is undertaken by a competent person and procedures comply with the WHS Act.

14. Conduct of Work

- 14.1 All construction sites must be fenced with minimum 1.8m high rigid safety fencing with mesh screening.
- 14.2 The Contractor must effectively barricade or isolate the work area and erect warning signs when working on or near ACM.
- 14.3 The Contractor must undertake the Work in accordance with the safe work method statement and all reasonable measures required to ensure compliance with applicable laws in respect to Asbestos and all high risk construction activities, including:
- (a) switch off air-conditioning units in adjacent areas and seal vents;
 - (b) collect any dust or debris generated with a HEPA vacuum cleaner (under no circumstances may the cleaning equipment already at a DoE Facility be used);
 - (c) wear breathing protection devices, disposable coveralls and other necessary protective equipment;
 - (d) use drop sheets to gather any work-generated ACM waste;
 - (e) place ACM which has been removed in heavy duty plastic bags; and
 - (f) line Asbestos disposal bins with plastic.
- 14.4 The Contractor must ensure that the Personnel:
- (a) do not import material such as fill without an appropriate validation certificate from the supplier, ensuring that the fill is suitable for use and does not contain any building waste including ACM;
 - (b) establish and maintain exclusion zones and other reasonable conditions imposed by the WAAP, including the erection of appropriate lock-down signage;
 - (c) do not conduct any works in the presence or vicinity of staff or students, whether within classrooms/buildings or externally, and whether the presence of ACM is confirmed or assumed;
 - (d) ensure all Personnel wear appropriate personal protective equipment; and
 - (e) ensure all work areas are left clean and tidy and fit for re-use prior to sign off of the WAAP.
- 14.5 If the Contractor is involved in an activity where materials confirmed or assumed to contain Asbestos are unexpectedly disturbed or prior damage is discovered, the Contractor must:
- (a) report the incident to the Building Manager or Nominated Officer immediately;
 - (b) follow any reasonable instruction given by the Building Manager or Nominated Officer;
 - (c) adhere to the requirements of any applicable code of practice for the management and control of Asbestos, which at the time of publication of these Conditions is the [How to Manage and Control Asbestos in the Workplace Code of Practice 2011](#); and
 - (d) support DoE staff by securing the DoE Facility and ensuring restricted access until a clearance is provided by QBuild within the Department of Housing and Public Works (QBuild) for reuse.
- 14.6 Where ACM is unexpectedly disturbed, DoE will engage QBuild to undertake rectification works and professional cleaning of any contaminated spaces and will provide clearance certificates to re-occupy the spaces, unless advised otherwise in writing. The Contractor must not undertake this work itself where the Contractor has unexpectedly disturbed ACM. The Contractor must provide DoE and QBuild, including any organisation undertaking rectification works on behalf of DoE or QBuild, with all necessary cooperation and requested information to assist with such work.
- 14.7 No person, other than Personnel, must be on site during removal of ACM from a DoE Facility. Asbestos removal work can only be undertaken outside of school and Early Childhood Education and Care operational hours.

15. Completion of Work

- 15.1 Within two business days of the Date of Practical Completion, or such other period notified in writing by the Building Manager, the Contractor must:

- (a) advise the Building Manager or Nominated Officer of any newly identified or removed Asbestos materials in the WAAP to allow for updating of the Asbestos Register;
- (b) complete an electronic standard ACM Survey and Sampling Data Collection forms if Asbestos sample testing results or Asbestos removal has been undertaken by contractors other than QBuild and provide to the Building Manager or Nominated Officer;
- (c) sign the "after work is completed" section of the WAAP and return all DoE Facility Identification Badges to the Building Manager or Nominated Officer; and
- (d) provide copies of records and materials disposed of at an approved landfill facility to the Building Manager when signing off the WAAP.

15.2 In addition to any other requirements under the Contract, for the purposes of Practical Completion, the Contractor must:

- (a) ensure all work areas are left clean and tidy and fit for use prior to signoff of the WAAP.; and
- (b) ensure ACM is disposed of in an appropriate manner at landfill facility approved to take ACM.

The WAAP will not be accepted by the Building Manager or Nominated Officer, if there are concerns regarding the cleanliness of an identified area

16. Breaches

16.1 The Contractor commits a substantial breach of a Contract, and DoE may terminate the Contract, if the Contractor:

- (a) commits three recurring minor breaches across all Works performed by the Contractor whether under the same Contract or separate Contracts;
- (b) breaches any legislative requirement; or
- (c) breaches any requirement of the Contract or is negligent and that breach or negligence causes or contributes to inappropriate disturbance of ACM resulting in exposure of Asbestos to staff, students or visitors of DoE Facilities or an Asbestos incident.
- (d) Damage caused by the Contractor contributing or causing an asbestos incident due to the Contractor's default or negligence.

17. Insurance

17.1 Contractors are required to have appropriate insurance policies in place for their business. All Contractors on site must hold Public Liability Insurance:

- a) in accordance with contractual conditions; or
- b) relevant to cover works undertaken

18. Reporting

18.1 The Nominated Officer will prepare and submit performance reports to the Department of Housing and Public Works Prequalification Registrar in respect of the Contractor's compliance with the Contract, these Conditions and the requirements of its prequalification. The reports may contain evidence of substantial breaches by the Contractor. An adverse performance report identifying substantial breaches or non-compliance with any requirement may result in a review of the Contractor's pre-qualified status.

18.2 The provisions of this clause 16 are independent of, and in no way limit, the rights of DoE to take any action provided under the Contract or at law.