

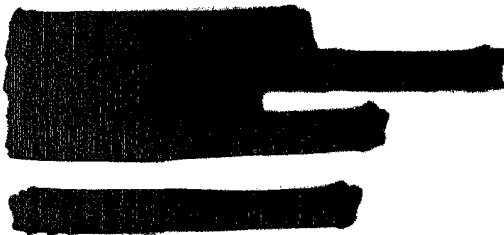


**QBuild**  
Queensland Government

*RM Bacher*

*2/8/11*

13 July 2011



	Department of <b>Public Works</b> Paper No.: <i>33117 4966</i>	
	Date: <i>2-8-11</i>	
	Member: <i>Bacher</i>	
<input checked="" type="checkbox"/>	<b>Tabled</b>	<b>Tabled, by leave</b>
<input type="checkbox"/>	<b>Incorporated, by leave</b>	<b>Remainder incorporated, by leave</b>
Clerk at the Table: <i>[Signature]</i>		

### Invitation to offer

The State of Queensland through QBuild, a business unit of the Department of Public Works (the Principal) invites you to submit an offer for Contract MW90484, Replacement of Asbestos Sheeting with Colorbond at Mackay TAFE, Block A, in accordance with the Minor Works in Conditions of Offer and the Conditions of Contract available on the website [www.qbuild.qld.gov.au](http://www.qbuild.qld.gov.au).

Enclosed is a copy of the offer documents, which includes the following:

- Minor Works (QBuild) offer form (6 pages including conditions)
- Unable to Offer (1 page)
- Extent of works (1 page)
- A3 Size Drawings - Original Elevations - North & South (1 Page)
- A3 Size Drawings - Original Roof Framing Plan (1 Page)
- A3 Size Drawings - Original Sections (1 Page)
- A3 Size Drawings - Original Elevations - East & West (1 Page)
- Photo - Mackay TAFE - Site Photos (9 Pages)
- Site Plan - Mackay TAFE - Site Plan (1 Page)
- Specification - Removal and Clean Up Work Involving Asbestos Containing Materials (15 Pages)

### Principal Contractor

In accordance with Clause 4 Workplace Health and Safety of this Contract the successful Offerer will be appointed as the principal contractor pursuant to Section 13 of the *Workplace Health and Safety Act 1995*. The successful Offerer will be required to complete the principal contractor's details on the Notice of appointment of a principal contractor, Form 34. This form will be sent to the successful Offerer after the Letter of acceptance has been issued. The cost of complying with that obligation shall be deemed to be included in the Offer. In addition, prior to the commencement of any work on site the principal contractor will be required to submit a Construction Safety Plan and appropriate Work Method Statement/s in accordance with the requirements of the Workplace Health and Safety Regulation 2008.

To submit an offer, complete the documents listed below and submit by the date and time as stated on the offer form:

- Minor Works (QBuild) offer form

Whitsunday  
36 Tennyson Street PO Box 86  
PO Box 86  
Mackay QLD 4740

Telephone 07 4967 1050  
Facsimile 07 4967 0927  
Website [www.qbuild.qld.gov.au](http://www.qbuild.qld.gov.au)

ABN 65 266 806 703

**For removal of any quantity of friable Asbestos Containing Materials (ACM)**

As the work involves the removal of friable asbestos containing material, the following certificates must be submitted with the offer:

- A copy of the A Class business certificate
- The name of the A Class certificate holder's Competent Person
- A copy of the Statement of Attainment of the Competent Person to supervise asbestos removal work; or
- A relevant qualification e.g. a degree or diploma relevant to asbestos removal work as prescribed in Information Paper AR2 available from Workplace Health and Safety Queensland.

(Note: Should the A Class certificate holder's Competent Person change prior to the commencement of any works under the contract arising from this invitation the Superintendent's Representative must be notified accordingly.)

The successful offerer prior to commencement of any work on site will be required to submit an asbestos removal control plan in accordance with the requirements of the Code of Practice for the Safe Removal of Asbestos 2<sup>nd</sup> Edition [NOHSC:2002(2005)]. A Contractors' asbestos removal control plan checklist is available to assist with the development and can be accessed online at [www.qbuild.qld.gov.au](http://www.qbuild.qld.gov.au).

If you are unable to submit an offer, please complete and fax the Unable to offer form to (07) 49670927

Offerers are reminded that all Contractors are obliged to comply with all requirements of the *Workplace Health and Safety Act 1995*, *Environmental Protection Act 1994* and with QBuild's Workplace, Health and Safety Standards available on the website [www.qbuild.qld.gov.au](http://www.qbuild.qld.gov.au).

Offerers are also reminded to be 'asbestos aware' and an asbestos awareness package is available online at [www.qbuild.qld.gov.au](http://www.qbuild.qld.gov.au). The successful offerer is required to inform all employees prior to working on QBuild sites about the requirements outlined in this pack. Evidence that this information has been provided and associated training has been conducted must be retained. These training records will be auditable by QBuild.

In the near future, QBuild will require all building trade-related contractors to ensure that all their building trade employees working on QBuild sites have (as a minimum) a 'B' Class asbestos removal certificate. Building trade contractors are encouraged to obtain these certificates now.

As the works under the contract involve a prescribed activity and/or one or more high risk construction activities that are not prescribed activities, offerers should note that in accordance with the *Workplace Health & Safety Regulation 2008*, the successful offerer will be required to submit appropriate Work Method Statement/s as required prior to the commencement of any work on site.

The BEMIR (Built Environment Materials Information Register) indicates that asbestos containing material is contained within or adjacent to the work area. Contractors are required to consult with the facility manager before commencing work on site. Where applicable, contractors may be required to obtain a Work Area Access Permit (WAAP) from the facility manager before commencing work on site.

For Department of Education and Training (DET) site facilities, Contractors MUST obtain a Work Area Access Permit.

### **Opening of Offers**

Offers will not be opened publicly.

### **Post offer negotiations**

The Principal reserves the right to enter into post-tender negotiations with short-listed offerers.

### **Offer validity**

The Offerer shall keep its Offer valid for 90 days.

### **Site Inspection**

The site will be available for inspection. Please contact Norelle Weight on 4940 3304 to arrange a site inspection. Contact Norelle Weight (Mackay TAFE) to Arrange an Inspection.

If you have any enquiries regarding this invitation, please contact Kym Coyer on 4967 1067.

Yours faithfully

Kym Coyer  
**A/Procurement Officer**  
**On behalf of the Principal**

QBuild Whitsunday region  
36 Tennyson Street PO Box 86 MACKAY QLD 4740

**Date Issued:** 13/07/2011

**Contact Name:** Kym Coyer

**Telephone:** 4967 1067

**Reference No:** MW90484

**Facsimile:** 4967 0927

**Email:** Kym.COYER@qbuild.qld.gov.au

## Invitation to submit offers

You are invited to submit an offer for the Works described below, in accordance with the Conditions of Offer and Conditions of Contract "Minor Works (QBuild)".

**Offers close at:** QBuild Whitsunday Procurement Facsimile Mackay QLD (for hardcopy offers) or

N/A (for electronic offers) **on (date)** 02/08/2011 **at (time)** 2:00 PM

**Note:** For hardcopy offers please ensure that your offer is in a sealed envelope marked with the Reference No. and addressed to the appropriate tender box as specified above.

**Description of Works/Services:** Replacement of Asbestos Sheeting with Colorbond

**Location:** Mackay TAFE, Block A

**Site Contact:** Norelle Weight

**Telephone:** 4940 3304

**Attachments:** as per invitation to offer

Quality system (clause A8):	Not Applicable
Time for Commencement (clause 11):	Within 6 Weeks from acceptance
Date for Practical Completion (clause 12)	1 Month after commencement
Liquidated damages (clause 13):	\$0.00 per day (exclusive of GST)
Defects liability period (from Practical Completion) (clause 14):	12 Months
Times for making payment claims (clause 18):	Monthly
Retention from progress payments (clause 18):	Nil
Retention after Practical Completion (clause 18):	Nil

**Date Issued:** 13/07/2011      **Contact Name:** Kym Coyer  
**Telephone:** 4967 1067      **Reference No:** MW90484 closing 02/08/2011 2:00 PM  
**Facsimile:** 4967 0927      **Email:** Kym.COYER@qbuild.qld.gov.au  
**Description of Works:** Replacement of Asbestos Sheeting with Colorbond  
**Location:** Mackay TAFE

**Offer to:** The State of Queensland through QBuild, a business unit of the Department of Public Works (the Principal)

I/We (the offerer) Asbestos Removal Technology Pty Ltd

**Address:** 17 McKinley Street , NORTH MACKAY

**State:** QLD

**Postcode:** 4740

**Telephone:** 49574850

**Mobile:** .....

**Facsimile:** .....

**ACN:** ..... **ABN:** .....  
 (if a Company)

hereby offer to perform the Works described for the amount (inclusive of GST) of

..... (words only)  
 Tender Sum ..... Total Tender .....  
 (exclusive of GST) \$ ..... GST \$ ..... sum \$ .....  
 (Please note the amount in words takes precedence)

I/We elect to provide retention by way of \*cash/\*unconditional undertakings( \*delete one) (in a form approved by the Principal, available on request) (clause 18). If no deletion is made the Contractor shall be deemed to have elected to provide cash retentions.

**This offer includes for the following addenda** ..... (Please list all addenda e.g. 1, 2, 3 – not three or 3)

**Licensing requirements:** (please complete or update with current information)

QBSA licence number: ..... Category: .....  
 Other licence (eg Electrical): ..... Restrictions/Conditions: (if any).....  
 Asbestos Licence – Class A:(if required) ..... Valid to: ...../...../.....  
 Name of Competent Person/s: .....  
 Asbestos Licence – Class B:(if required) ..... Valid to: ...../...../.....

**I/We have the following insurances** (Please complete or update with current information)

Insurance of employees (WorkCover) or equivalent ..... Valid to: ...../...../.....  
 for self employed policy number ..... Valid to: ...../...../.....  
 Public liability policy number: ..... Valid to: ...../...../.....  
 Other Type ..... Policy number ..... Valid to: ...../...../.....

**Name of Offerer or authorised person(s):**.....

**Signature(s):** ..... **Date:** ...../...../.....

*Privacy and your personal information: The Department of Public Works is collecting the information on this form for tender evaluation purposes. The Department will not disclose your personal information to any other parties or use it for any other purpose without your consent, unless it is authorised by or under law.*

QBuild encourages the use of local industry and locally manufactured, sustainable products.

## Conditions of Offer for Minor Works

- A1** The offer documents comprise the offer form, letter of invitation to offer (if any), these Conditions of Offer and Conditions of Contract for Minor Works, the Code of Tendering (AS4120 – 1994), the 'Working with QBuild' document and such specifications, drawings and any other information issued by the Principal for the purposes of tendering and which may be inspected or obtained at the place of closing of offers.
- A2** To submit hardcopy offers:
- (a) the offer shall be signed, fully priced where required and accompanied by any other documents required to be submitted; and
  - (b) offers must be enclosed in an envelope, sealed and endorsed with the location and description of the work and reference number (if any) and lodged at the place named in the offer form, by the date and time given.
  - (c) any offer not in the tender box before the specified closing time may be rejected at the discretion of the Principal. In exercising its discretion as to rejection of any offer, the Principal shall, amongst other factors, consider any evidence that the offer was sent by prepaid post or recognised carrier in time to be delivered, within the time stated, in the ordinary course of mail or delivery by the recognised carrier.
- A3** To submit electronic offers:
- (a) the offer shall include a completed offer form, be fully priced where required and accompanied by any other documents required to be submitted;
  - (b) the offer must be lodged electronically to the address stated in the offer form for electronic offers by the date and time given; and
  - (c) an electronic offer shall be deemed to have been delivered at the time the electronic offer enters the Department of Public Works information system designated to receive the electronic communication. Any electronic offer that has not entered the designated information system before the specified closing time may be rejected at the discretion of the Principal.
- A4** No offer received by facsimile or email will be considered.
- A5** The Offerer is required to satisfy itself as to the correctness and sufficiency of its offer. An offer shall be deemed to be on the basis that the Offerer has a full knowledge of all matters relating to the Contract and has undertaken an inspection of the site and any existing structures or features thereon.
- A6** The Principal shall not be bound by any oral advice or information furnished in respect of the offer but shall be bound only by written advice or information given or furnished by it (which may be given electronically).
- A7** The Principal shall not be bound to accept the lowest or any offer. The Principal may accept an offer which on a consideration of all the circumstances appears to be the best "value for money" in accordance with the Queensland Government's State Procurement Policy. The Principal may consider, accept or decline to accept any offer. An offer shall not be deemed to have been accepted until the date of notification in writing to the Offerer of such acceptance.
- A8** The Offerer shall have in place the quality system nominated by the Principal (if any).
- A9** Notwithstanding that the Principal may have invited offers from selected organisations or has otherwise procured submission of offers, the Principal may decline to consider or accept an offer from an Offerer who, within seven (7) days of being requested to do so, has not been able to satisfy the Principal that it has sufficient financial capacity to satisfactorily perform and complete the Contract in accordance with its terms.
- A10** The Offerer acknowledges and agrees that if awarded a Contract as a result of submitting an offer, it shall comply with the requirements of the Conditions of working with QBuild - Contractors and, prior to commencing the Works, be registered as a QBuild registered contractor..
- A11** Offerers may be required to comply with due diligence requirements; refer to **Conditions of Working with QBuild**.
- A12** The Offerer is deemed to have completed an environmental risk assessment and allowed for all necessary environmental controls to complete the Works without causing environmental harm.
- A13** If the Offerer provides a quote for the Works on a form other than the provided offer form, the issuance by the Principal of a purchase order or work order for the Works shall be deemed to include these Conditions of Offer and the Conditions of Contract set out below.

## Conditions of Contract

### 1 Definitions

"Contract" means the agreement in writing between the Principal and the Contractor for the execution of the Work under the Contract, including the offer documents and the **Conditions of working with QBuild – Contractors**.

"Contractor" means the person or company whose offer for the Work under the Contract has been accepted and its executors, administrators, successors or permitted assigns.

"Date for Practical Completion" means the date, or last day of the period of time, specified on the offer form.

"Practical Completion" means the Work under the Contract is complete in accordance with the Contract except for minor omissions and defects which will not (and the rectification of which will not) prevent or impair the normal use and occupation of the Works.

"Superintendent" means the person nominated by the Principal to exercise the functions of the Superintendent under the Contract. The Superintendent may appoint a representative to exercise any of its powers, duties, discretions and authorities.

"Work under the Contract" means the work which the Contractor is or may be required to execute under the Contract including any variations.

"Works" means the whole of the work and or services to be executed and completed in accordance with the Contract, including all variations provided for by the Contract, which by the Contract is to be handed over to the Principal.

**"QBuild encourages the use of local industry and locally manufactured, sustainable products."**

## **2 Execution of Works**

The Contractor shall undertake the Work under the Contract in accordance with the Contract and any other documents issued by the Principal. Unless otherwise provided, the Contractor is responsible for all things, including items not expressly mentioned in the Contract, necessary for satisfactory completion of the Works. The documents forming the Contract are mutually explanatory and anything contained in one but not in another is equally binding as if contained in all.

The Contractor shall comply with the requirements of legislation and public or other authorities affecting the Works, and unless otherwise specified pay all fees, give all notices and obtain necessary consents.

## **3 Assignment and subcontracting**

The Contractor shall not assign or subcontract the Work under the Contract, or any part thereof or any payment thereunder, without the prior written approval of the Superintendent. The Contractor shall not, without the prior written approval of the Superintendent, allow a subcontractor to subcontract the Work under the Contract. The Superintendent may, in its entire discretion and without giving reasons, reject any request for approval by the Contractor pursuant to this clause.

## **4 Workplace health and safety**

- (a) For the purpose of this clause the words "principal contractor", "construction work", "workplace", "serious bodily injury", "work caused illness", "work injury" and "dangerous event" have the meanings assigned to them by the *Workplace Health and Safety Act 1995* ("the Act").
- (b) If the Work under the Contract is construction work the Principal may appoint the Contractor as the principal contractor pursuant to section 13 of the Act. If appointed principal contractor in writing:
  - (i) the Contractor shall accept the appointment and fulfil all requirements to effect that appointment prior to commencing any construction work; and
  - (ii) the Contractor shall be responsible for the performance of the functions of the principal contractor within the meaning of the Act and associated Regulation in force under the Act; and
  - (iii) the Contractor shall consult with the Principal in relation to how the construction work can be undertaken in a way that prevents or minimises all risks to health and safety.
- (c) The Contractor indemnifies the Principal against liabilities arising out of the Contractor's obligations under the Act or Regulations.
- (d) The Contractor shall notify the Superintendent of every work caused illness, work injury, serious bodily injury and dangerous event which occurs on site as soon as possible but not later than 12 hours after such occurrence.
- (e) Except as stated in the Contract, if material which may contain asbestos or any other hazardous substance is discovered, the Contractor shall not disturb it and shall inform the Superintendent who shall direct the action to be taken.

## **5 Protection of persons and property**

The Contractor shall take all measures necessary to protect people and property, including the Works, avoid unnecessary interference with passage of people and vehicles, prevent nuisance, unreasonable noise and disturbance. If the Contractor damages any property, the Contractor shall provide temporary protection for, and repair it at its cost.

## **6 Care of work and reinstatement of damage**

The Contractor shall be responsible for the care of the whole of the Work under the Contract. If loss or damage occurs to the Work under the Contract, the Contractor shall at the Contractor's cost rectify such loss or damage except loss or damage caused by the negligent act or omission of the Principal, or employees or agents of the Principal, or caused by defects in the design of the Work under the Contract.

## **7 Indemnity by the Contractor**

The Contractor indemnifies the Principal against:-

- (a) loss of or damage to the Principal's property; and
- (b) claims by any person in respect of injury, death or loss of or damage to any property, resulting from or in any way connected with the Contractor carrying out the Work under the Contract, but the Contractor's liability to indemnify the Principal shall be reduced proportionally to the extent that an act or omission of the Principal, or its employees or agents, contributed to the loss, damage, death or injury.

## **8 Public liability insurance**

Before commencing work the Contractor shall have public liability insurance for an amount not less than five million dollars (\$5,000,000) or such other amount required by the Principal. The insurance policy shall cover the Contractor's liability to the Principal for loss of or damage to property and death or injury to any person. The Contractor shall maintain such insurance for the duration of the Contract and produce evidence of insurance if requested.

## **9 Insurance of employees (WorkCover)**

Before commencing work the Contractor shall insure against liability for death of or injury to persons employed by the Contractor. Where the Contractor is a self employed person, the Contractor shall maintain an equivalent insurance policy for itself. The Contractor shall maintain such insurance for the duration of the Contract and produce evidence of insurance if requested. The Contractor shall ensure that every subcontractor is similarly insured.

## **10 Materials and workmanship**

All materials used in any Work under the Contract and the standards of workmanship shall be in conformity with the provisions of the Contract. In the absence of such provisions in the Contract the material or standard of workmanship as the case may be shall be of a kind which is suitable for its purpose and is consistent with the nature and character of the Works. Unless otherwise specified, all materials shall be new and workmanship shall be in accordance with the relevant manufacturer's recommendations or, if none, the relevant Australian Standard where applicable. Apart from any tests specified, the Superintendent may at any time direct that any materials or work shall be examined and/or tested.

The Contractor shall comply with any direction by the Superintendent to remedy any work not in accordance with the Contract within the period of time stipulated in writing by the Superintendent. If the Contractor fails to comply with such a direction to carry out rectification work within the time stipulated, the Principal may have the rectification work the subject of the direction

***"QBuild encourages the use of local industry and locally manufactured, sustainable products."***

carried out by others at the Contractor's expense or may accept the work at a reduced value. The Principal may deduct the cost of rectification work or reduced value from payments or recover the cost or reduced value as a debt due from the Contractor. The Principal may deduct the estimated cost of rectification work from payments until such time as the Principal has incurred the cost of rectification.

**11 Time for commencement**

The Contractor shall commence Work under the Contract within the time stated in the offer and shall, unless otherwise permitted, give at least two (2) days notice to the Superintendent prior to the commencement of work.

**12 Time for completion**

The Contractor shall execute the Works to Practical Completion by the Date for Practical Completion or within any extended time agreed by the Superintendent. The Contractor is not entitled to an extension of time for delays caused by it whether occurring before or after the Date for Practical Completion, nor for delays due to inclement weather or industrial conditions occurring after the Date for Practical Completion. The Superintendent may extend the Date for Practical Completion for any reason.

**13 Liquidated damages**

If the Contractor fails to complete the Works by the Date for Practical Completion together with any extensions of time granted by the Superintendent, the Contractor shall be liable to the Principal for liquidated damages in the amount stated in the offer for every day after that date until Practical Completion has been achieved or the Contract terminated, whichever is sooner.

**14 Defects liability period**

The Contractor shall promptly rectify all defects and omissions notified to the Contractor during the defects liability period stated in the offer. If the Contractor fails to do so, the Principal may have the omission or defect remedied by other persons and the cost so incurred shall be a debt due to the Principal which may be deducted from payments.

**15 Cleaning of site**

The Contractor shall keep the site and the Works clean and tidy and regularly remove from the site rubbish and surplus material arising from the execution of the Works. On completion of the Works the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind.

**16 Variations**

The Superintendent may direct in writing a variation to any Work under the Contract and the Contractor shall promptly comply with that direction. The Contractor shall submit to the Superintendent a detailed price for the variation within 14 days of the direction. The variation shall be valued by agreement between the Contractor and the Superintendent or failing agreement, by the Superintendent, and the Contract price adjusted accordingly. The margin for profit and attendance shall be 12.5%. No payment for additional work shall be made unless the additional work is authorised in writing by the Superintendent.

**17 Latent conditions**

If the Contractor discovers physical conditions on the site or its surroundings, excluding weather conditions, which differ materially from those which should reasonably have been anticipated at the time of offer if it had:

- (a) examined all information made available in writing by the Principal to the Contractor for the purpose of tendering; and
- (b) examined all information relevant to the risks, contingencies and other circumstances having an effect on the offer and obtainable by the making of reasonable enquiries; and
- (c) inspected the site and its surroundings,

the Contractor shall immediately notify the Superintendent in writing and may request that a variation be directed pursuant to clause 16.

The Superintendent may issue a direction in respect of the latent condition, and the Contractor shall be entitled to claim an extension of time for delays, and may be entitled to reimbursement of costs incurred as a consequence of the latent condition and directions issued in respect thereof.

**18 Payment**

At the times stated in the offer, the Contractor shall give the Superintendent a detailed payment claim supported by information the Superintendent may reasonably require. Subject to the provisions of clause 19, payment will be made as follows:

- (a) where this contract is a 'building contract' as that term is defined in the *Queensland Building Services Authority Act 1991*, payment will be made within 15 business days of receipt of a valid claim; and
- (b) in all other cases, payment will be made within 22 business days of receipt of a valid claim.

Payment shall take into account the deduction of retention moneys (if any) and any other amount which the Principal may be entitled to deduct or which is due and payable by the Contractor to the Principal whether under the Contract, any other contract or independent of contract. If the moneys to be deducted are insufficient to discharge the liability of the Contractor, the Principal may have recourse to retention moneys or unconditional undertakings provided in lieu of retention.

Payment of moneys to the Contractor shall not be evidence of the value of work done or an admission of liability or evidence that work has been executed satisfactorily but shall be a payment on account only. The Principal may, in a later payment, correct an error in a previous payment. Nothing in this Contract shall oblige the Principal to pay for work that is not in accordance with the Contract, or for plant or materials not incorporated in the Works on site.

For the purposes of the *Building and Construction Industry Payments Act 2004*, the Superintendent is authorised to receive payment claims and to issue payment schedules on behalf of the Principal.

**19 Default of contractor**

- (a) Subject to clause 19(c), if the Contractor fails to commence the Work under the Contract within the time stated in the offer, or fails to proceed with the work at a reasonable rate of progress, or commits any substantial breach of the Contract, or indicates that it is unable or unwilling to complete the Works, the Principal may, by written notice, require the Contractor to

***"QBuild encourages the use of local industry and locally manufactured, sustainable products."***



show cause by the date specified in the notice, which shall be not less than five (5) days, why the Principal should not exercise a right under clause 19(b).

- (b) If the Contractor fails to show reasonable cause by the date specified by the Principal, then the Principal shall have the power upon notice in writing to the Contractor to terminate the Contract or suspend payment and take the work remaining to be completed wholly or partly out of the hands of the Contractor without prejudice to any rights of the Principal under the Contract or at common law.
- (c) If the Contractor:
  - (i) fails to hold a current licence required to perform the Work under the Contract; or
  - (ii) becomes insolvent or bankrupt, or being a company goes into liquidation, or takes or has instituted against it any action or proceedings which has as an object or may result in bankruptcy or liquidation; or
  - (iii) enters into a debt agreement, a deed of assignment or a deed of arrangement under the Bankruptcy Act 1966, or, being a company, enters into a deed of company arrangement with its creditors, or an administrator or controller is appointed; or
  - (iv) has a receiver or a receiver and manager appointed or a mortgagee goes into possession of any of its assets; or
  - (v) fails to maintain registration with QBuild as a QBuild registered contractor.,the Principal may, without giving a notice to show cause, exercise a right under clause 19 (b).
- (d) In the event that the Principal takes the work out of the hands of the Contractor, the Principal may itself or by means of other persons, complete the whole or any part of that work and may without payment of compensation take possession of the constructional plant and other things on or in the vicinity of the site as are owned by the Contractor. If the cost incurred by the Principal in completing the work is greater than the amount which would have been paid to the Contractor if the Contractor had completed the work, the difference shall be a debt due from the Contractor to the Principal, otherwise any difference shall be a debt due from the Principal to the Contractor.

## **20 Disputes**

Within 14 days of a dispute arising either party may refer it to the Superintendent. Within 28 days of receiving notice of dispute the Superintendent shall give its written decision to each party. If the Superintendent fails to give the decision, or if either party is dissatisfied with it, the parties shall within 14 days of receipt of the decision, or the date upon which it should have been given, confer at least once to attempt to resolve the dispute.

## **21 GST and PAYG**

- (a) *GST Included in Price*  
Payments for any taxable supplies under the Contract include GST.
- (b) *Tax Invoices*  
The Contractor must issue to the Principal a tax invoice or adjustment note (as the case may require) within five (5) business days after each of the following occurring in relation to that taxable supply:
  - (i) the Contractor submitting a claim for payment that is not in the form of a valid tax invoice;
  - (ii) the Superintendent certifying an amount for payment different to the amount claimed;
  - (iii) the amount for payment being otherwise determined to be different to the amount claimed or (if applicable) certified.
- (c) *PAYG Withholding*  
Whenever the Principal reasonably considers itself bound by law to do so, the Principal shall be entitled to withhold from any payment otherwise due to the Contractor, amounts calculated and to be withheld in accordance with the law.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Attention: Kym Coyer

Facsimile: (07) 49670927

**Offerer** Asbestos Removal Technology Pty Ltd  
**Location** Mackay TAFE, Block A  
**Reference number** MW90484 closing on 02/08/2011 at 2:00 PM

I wish to advise that on this occasion I am unable to submit an offer.

Reason

.....  
.....  
.....  
.....  
.....  
.....  
.....

Name of Offerer or Authorised Person: .....

Signature: .....

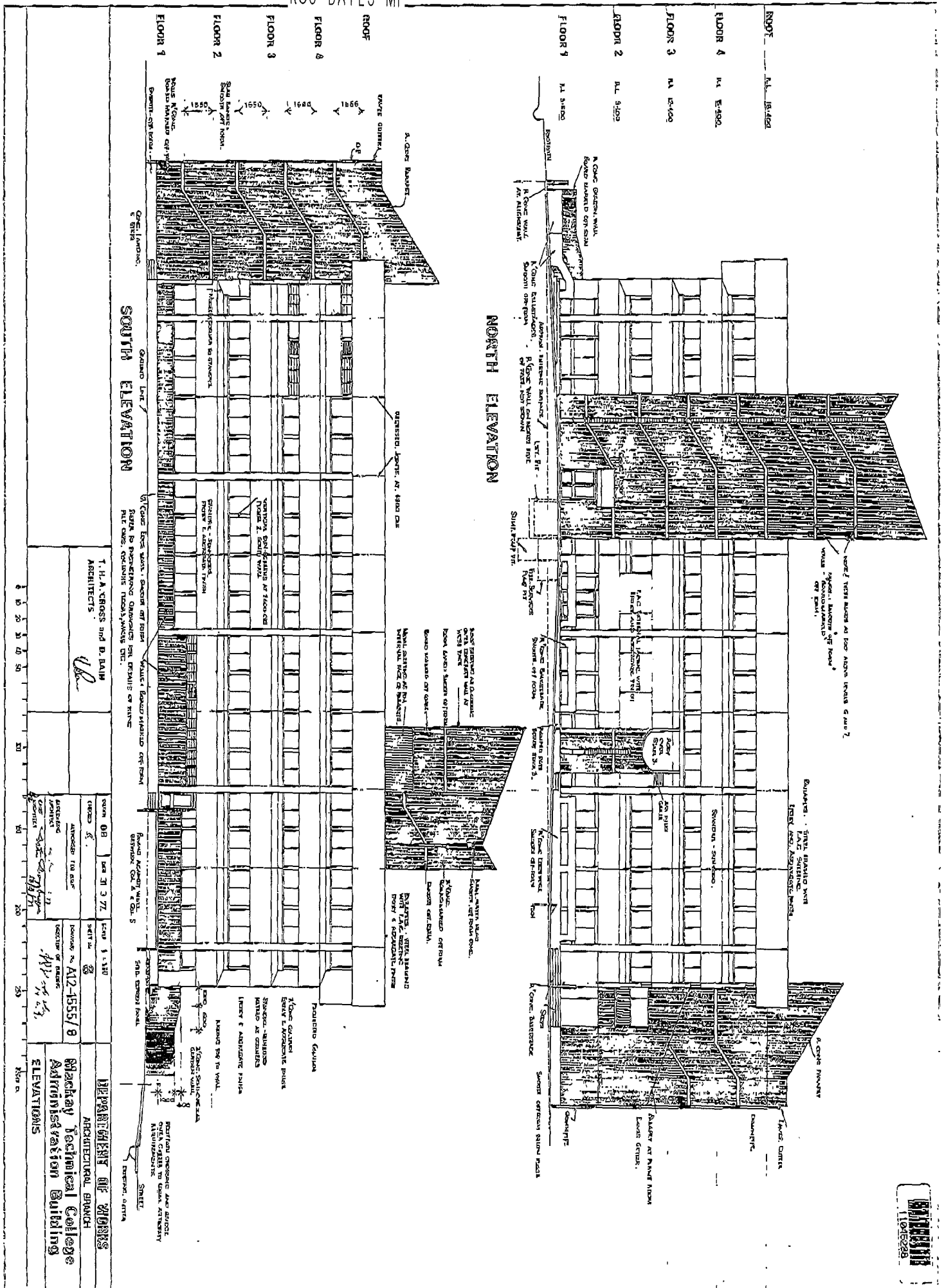
(Print Name): .....

**Privacy and your personal information:** The Department of Public Works is collecting the information on this form for the purpose of complying with departmental policy. The Department will not disclose your personal information to any other parties or use it for another purpose without your consent, unless it is authorised by or under law.

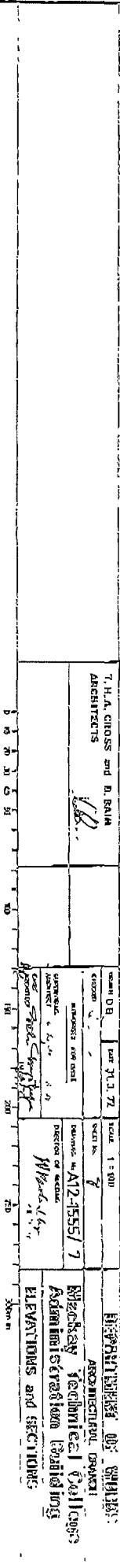
Reference number MW90484 closing on 02/08/2011 at 2:00 PM

Item	Description of works
1	<p>Description of Works: All external asbestos sheeting to the Northern, Eastern and Western Elevations of Block A at the Mackay TAFE are to be removed and replaced with Colorbond Sheeting. Replacement of sheeting to the Southern Elevation has been completed previously.</p> <p>Works to Include:</p> <ul style="list-style-type: none"> <li>- The removal and disposal of all asbestos sheeting from the northern, eastern and western elevations of Block A.</li> <li>- The supply and installation of new 0.48 B.M.T. Colorbond Ultra Steel Trimdek sheeting and flashing to replace the removed fibre cement sheeting. Colour – 'Deep Ocean'.</li> <li>- The removal and disposal of the aggregate finish to the roof of stairwell # 3 (northern elevation – refer to Photo # 14). Once removed, the concrete substrate is to be waterproofed with an approved sealant.</li> <li>- The replacement of the 2 external weatherproof lights and electrical conduit on the Eastern elevation (replace like for like).</li> <li>- The re-fixing of all loose aluminium window sills to the northern and eastern elevation of the building (refer to Photo # 16).</li> <li>- The supply, erection and dismantling of all scaffolding as required to complete the works.</li> <li>- The supply and erection of 1800mm high temporary fencing to the perimeter of the worksite for the duration of the project.</li> <li>- The removal and disposal of all general and contaminated waste to an approved facility.</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>- TAFE have advised the entire building will be vacated to allow for works to be completed. However restricted internal access to the building from the western entrance will be required on odd occasions.</li> <li>- Installation of new Colorbond sheeting and flashing is to replicate the same method implemented on the previously completed southern elevation.</li> <li>- Offer to include the supply of labour, plant, materials, scaffold, temporary fencing, disconnection and reconnections of all electrical/plumbing/signage and other external fixtures, and all other costs required to complete the requested works.</li> <li>- The Eastern Elevation of Block A is located within close proximity to the adjacent high voltage overhead powerlines. Contractors will be required to liaise with Ergon Energy and pay all costs necessary to permit all equipment and persons to be working near exclusions zone.</li> <li>- Contractors will be required to attend site for specific measure and to capture the full extent of works.</li> <li>- Air Monitoring will be carried out by QBuild during the removal process.</li> <li>- All works to be carried out in accordance with the Workplace Health &amp; Safety Act 1995.</li> <li>- All works to be carried out with the supplied "QBuild Environmental Programs Specification for Removal and Clean Up of Asbestos Containing Materials".</li> <li>- All works to be carried out in accordance with all relevant Standards, Regulations, Acts, Legislations, Policies, Specifications, Codes of Practice and Clauses of this Contract.</li> </ul>





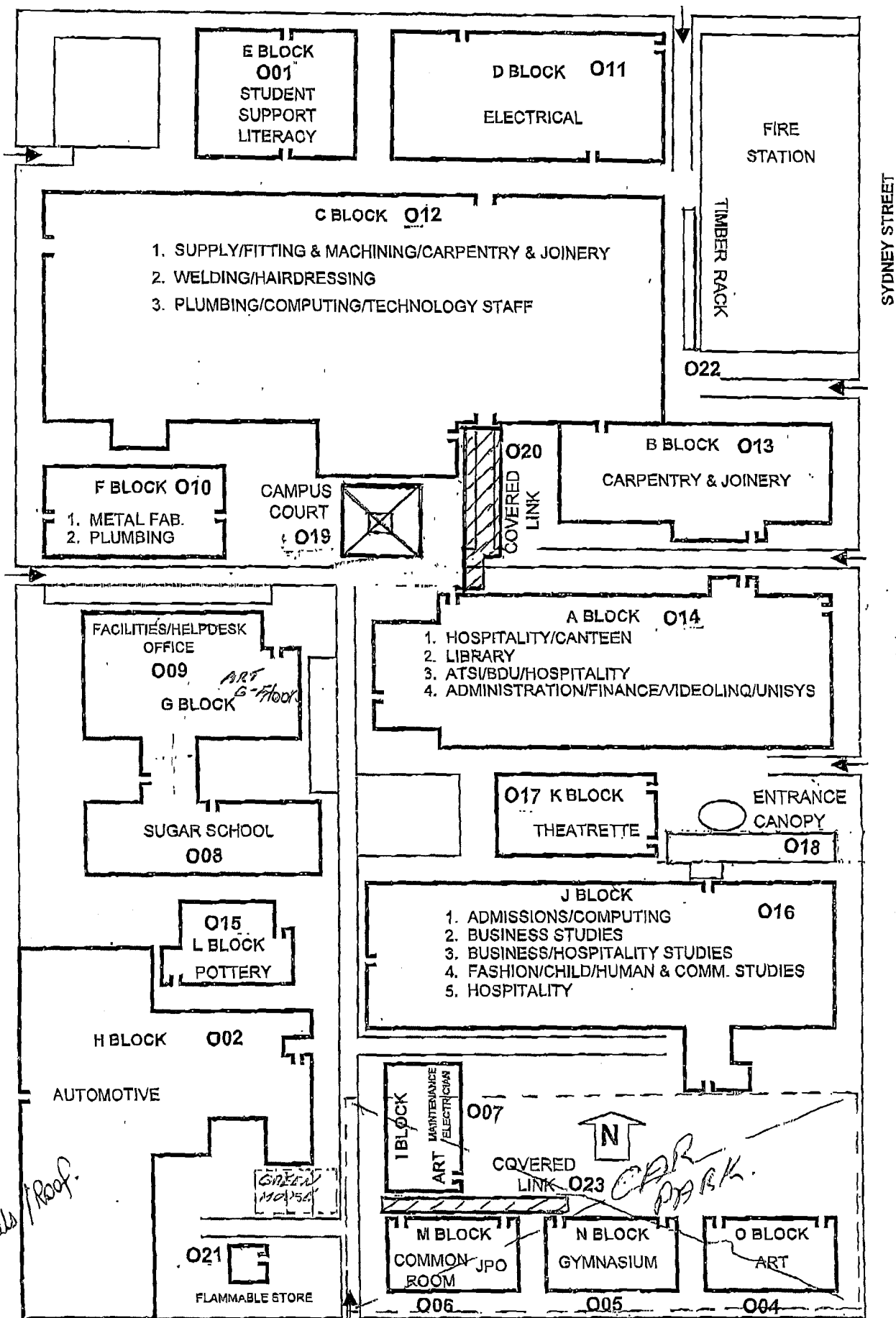




## CENTRAL QUEENSLAND INSTITUTE OF TAFE - MACKAY

WIC # 28669

ALFRED STREET



SHAKESPEARE STREET

Green House  
36m x 2  
Steel frame  
PVC walls / Roof.





Photo # 1 - Eastern Elevation



Photo # 2 - Eastern Elevation



Photo # 3 - Eastern & Northern Elevation

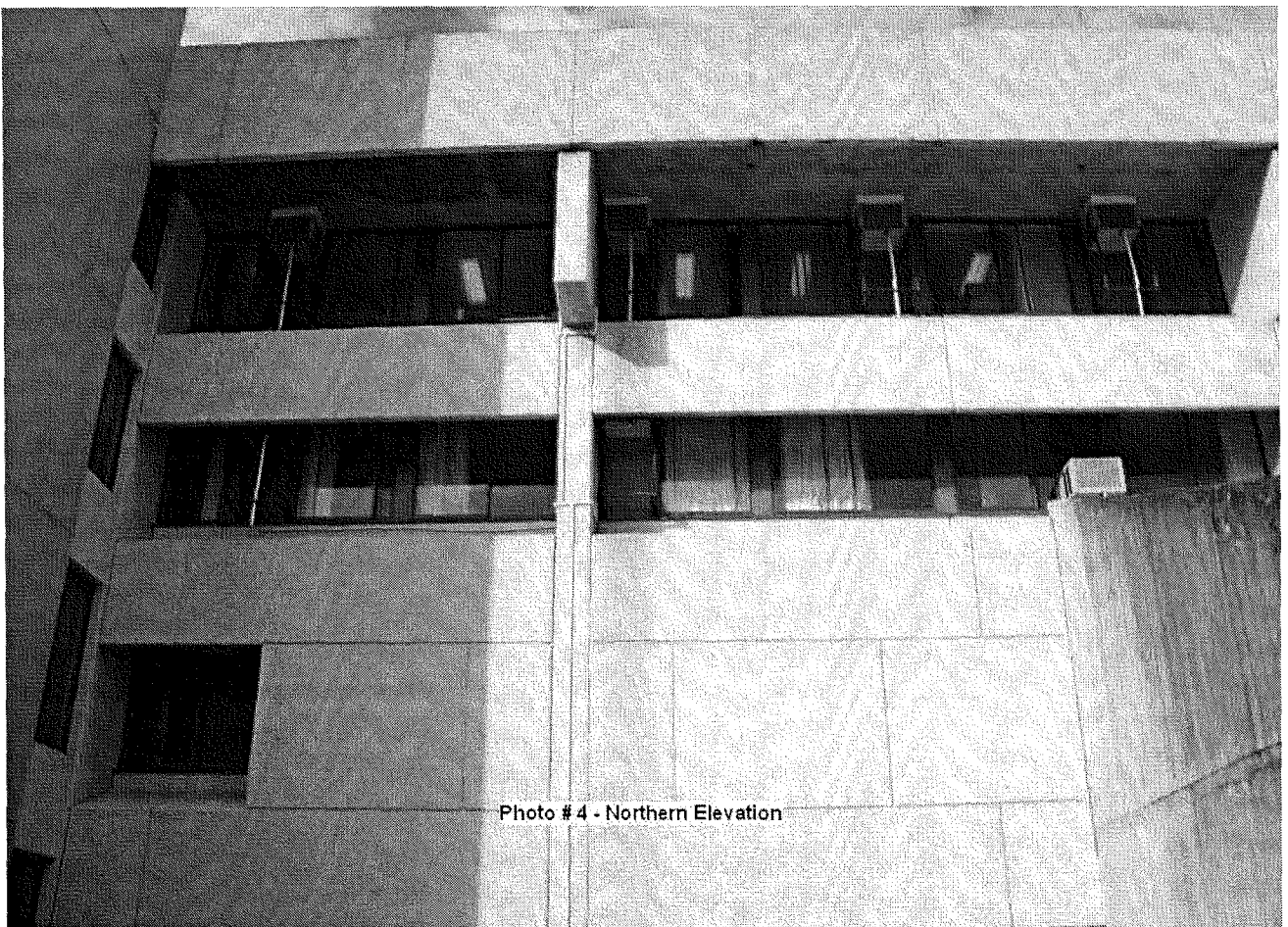


Photo # 4 - Northern Elevation



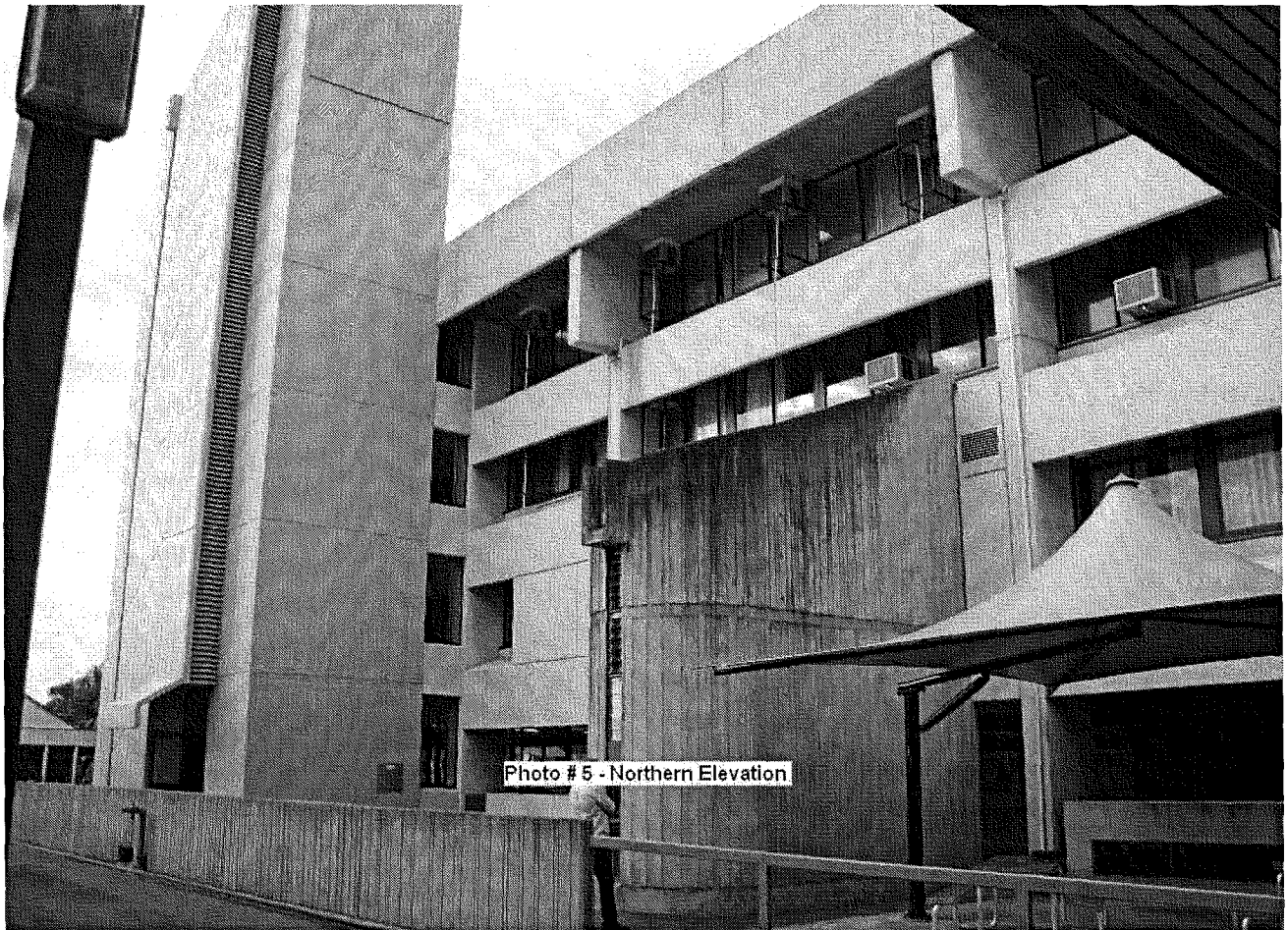


Photo # 5 - Northern Elevation

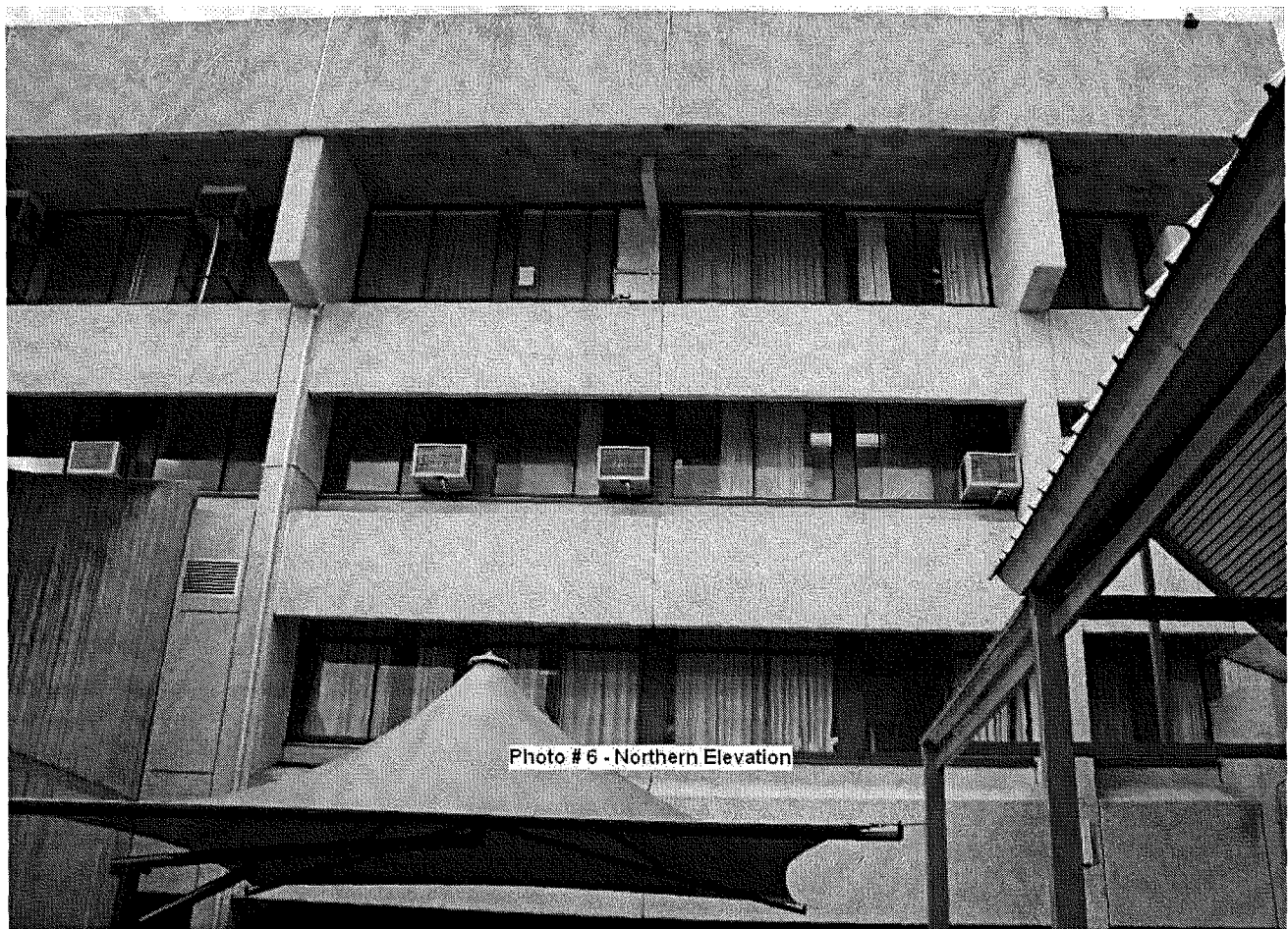


Photo # 6 - Northern Elevation

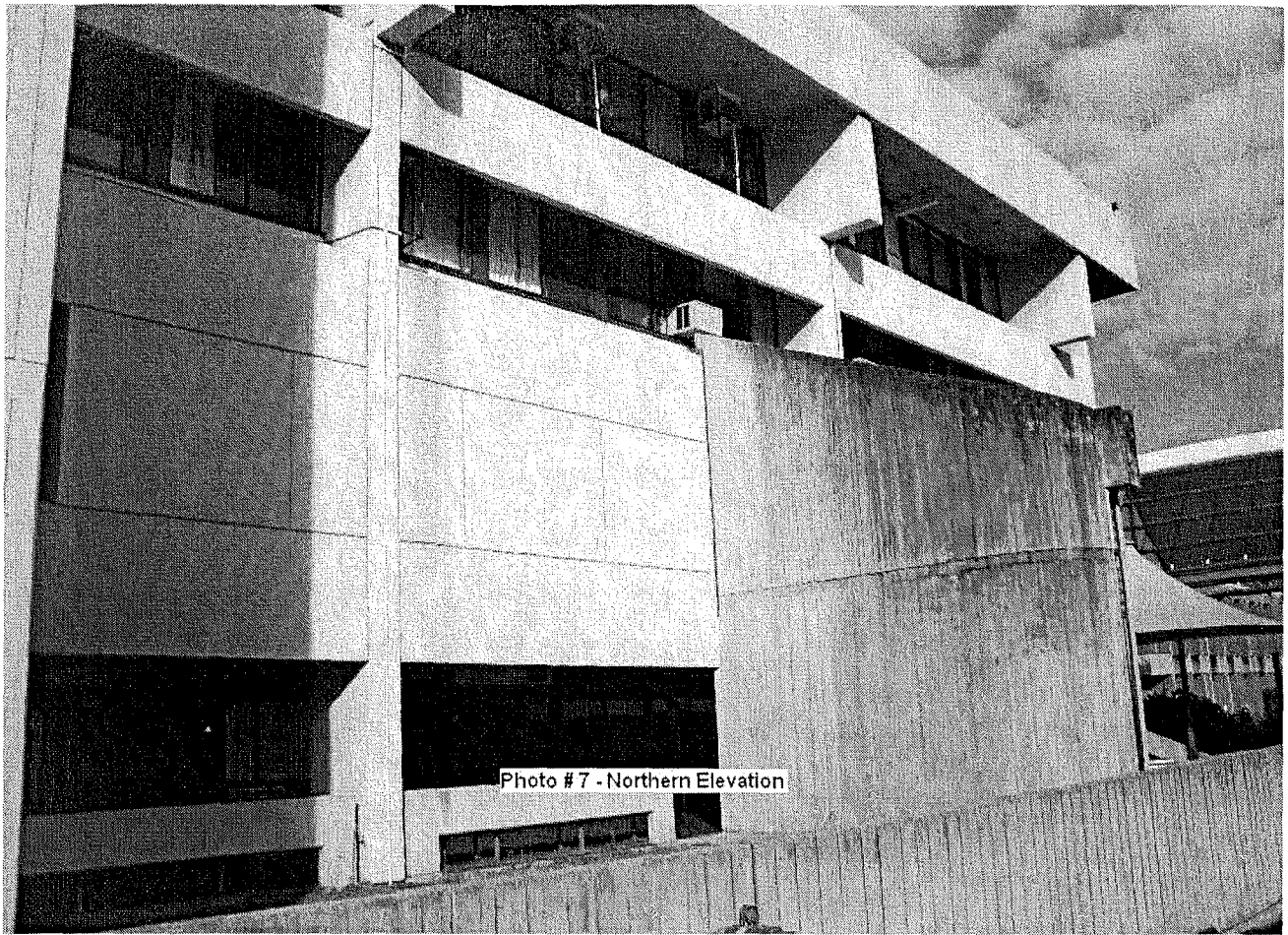


Photo # 7 - Northern Elevation



Photo # 8 - Western Elevation



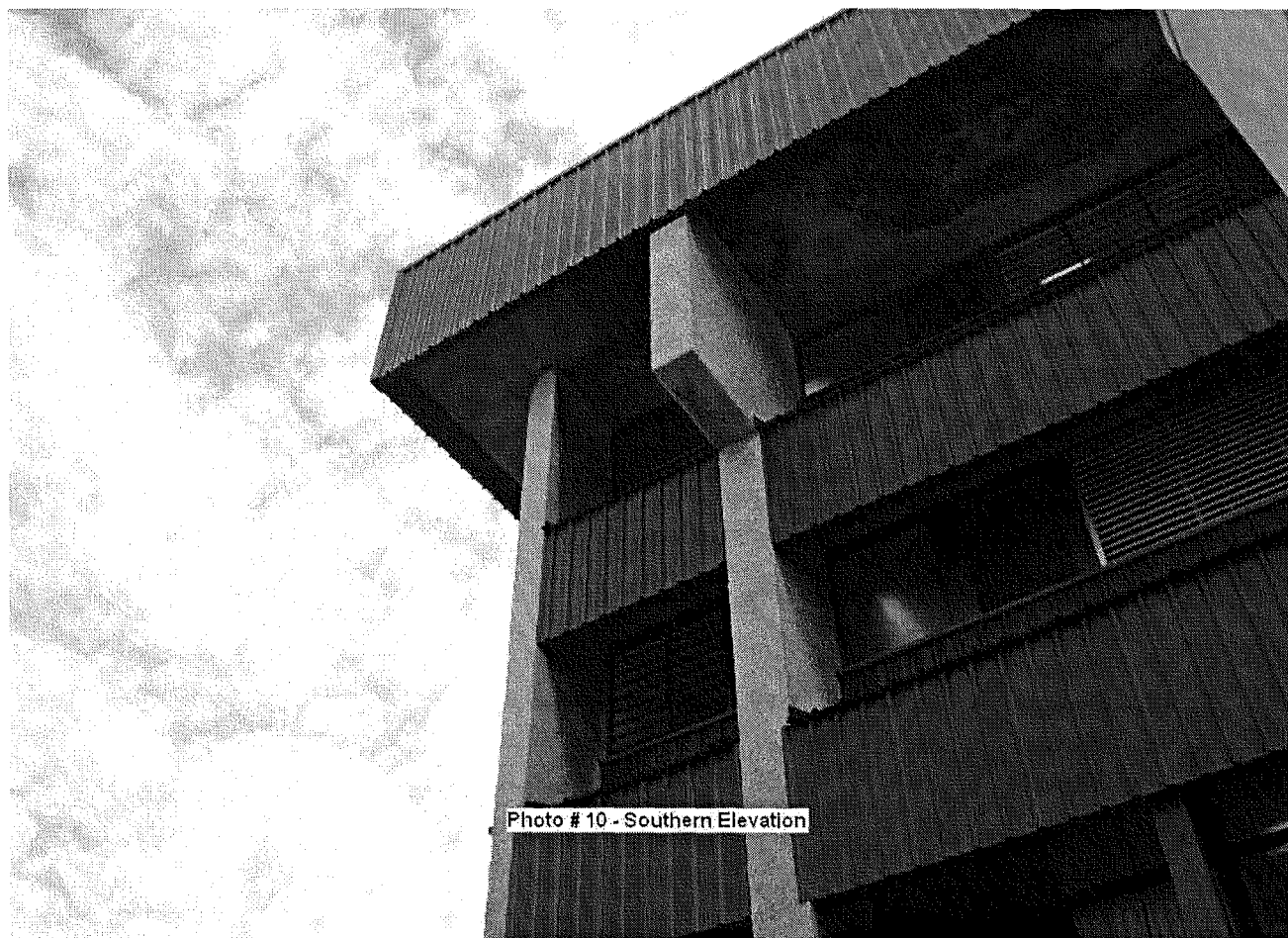




Photo # 11 - Northern Elevation

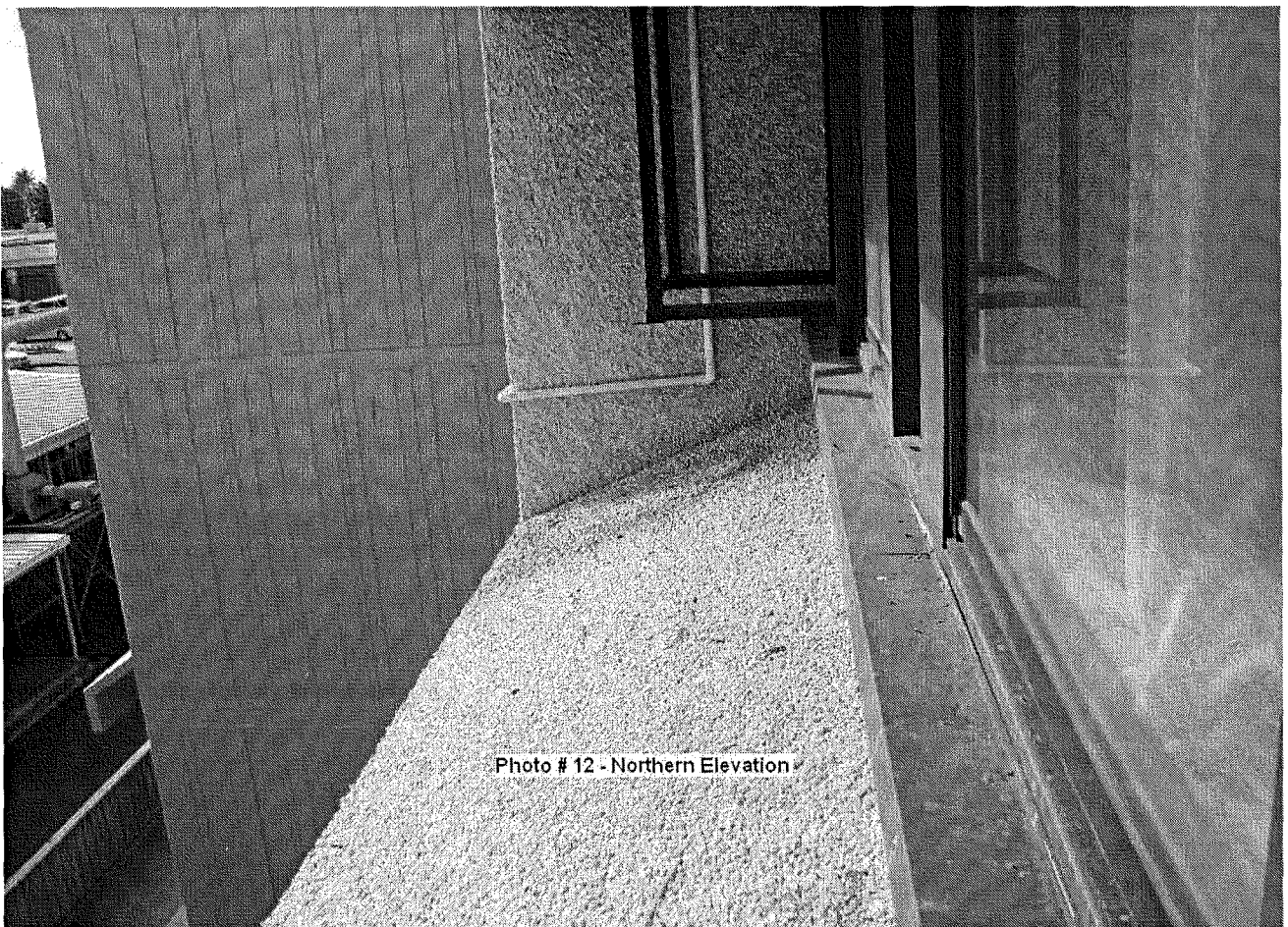


Photo # 12 - Northern Elevation



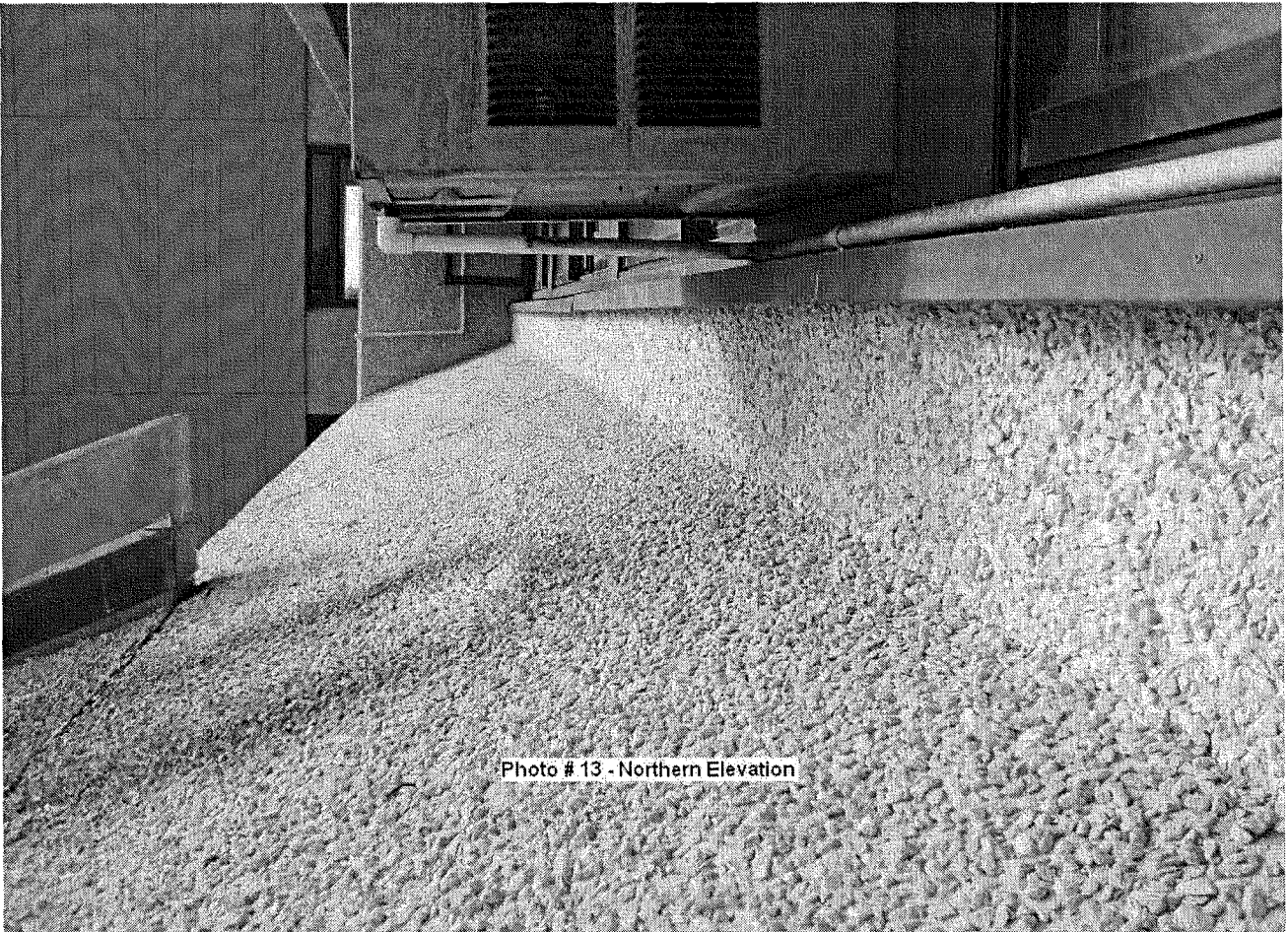


Photo # 13 - Northern Elevation



Photo # 14 - Rooftop of Stairwell # 3 (Northern Elevation)



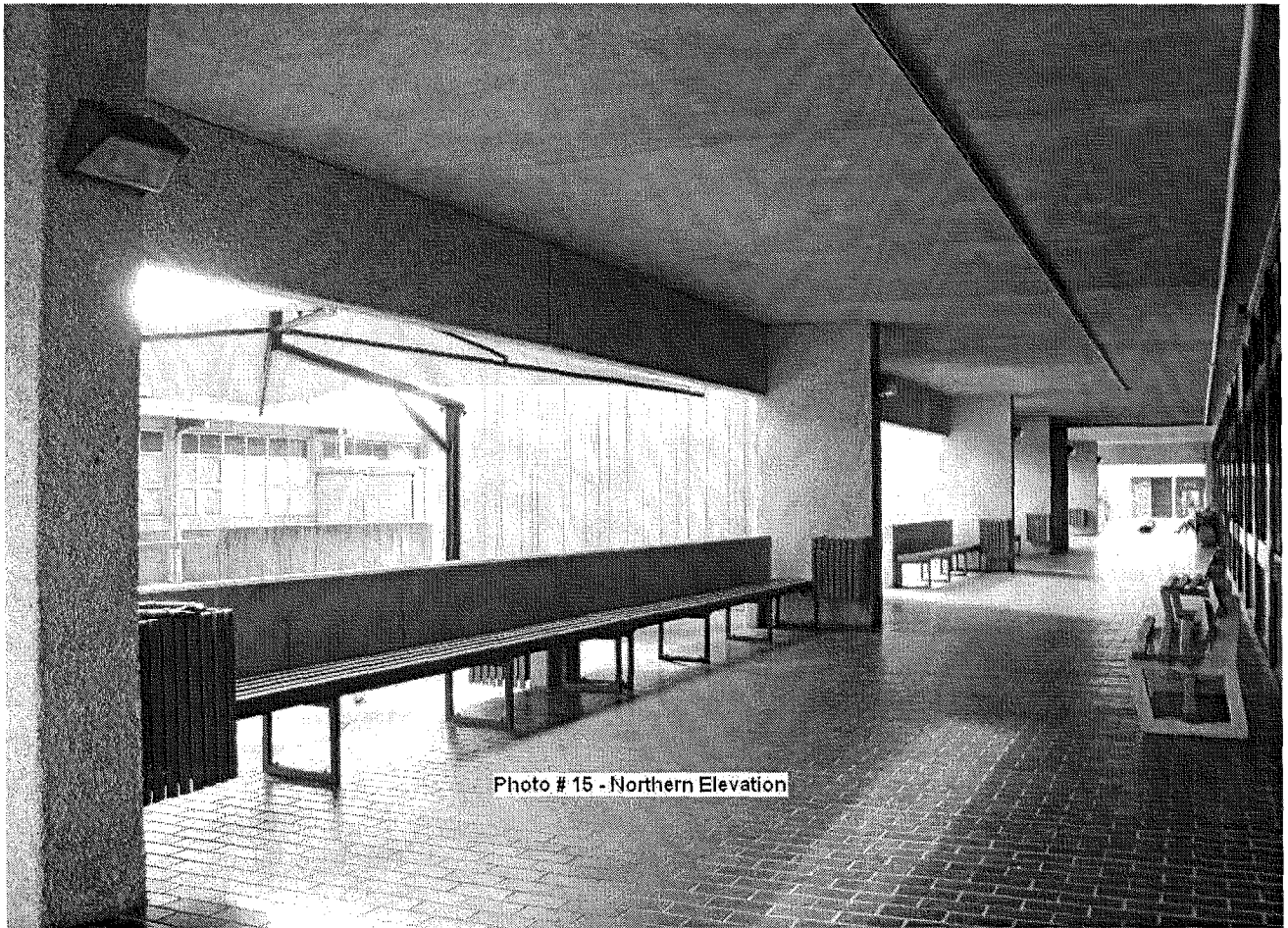


Photo # 15 - Northern Elevation

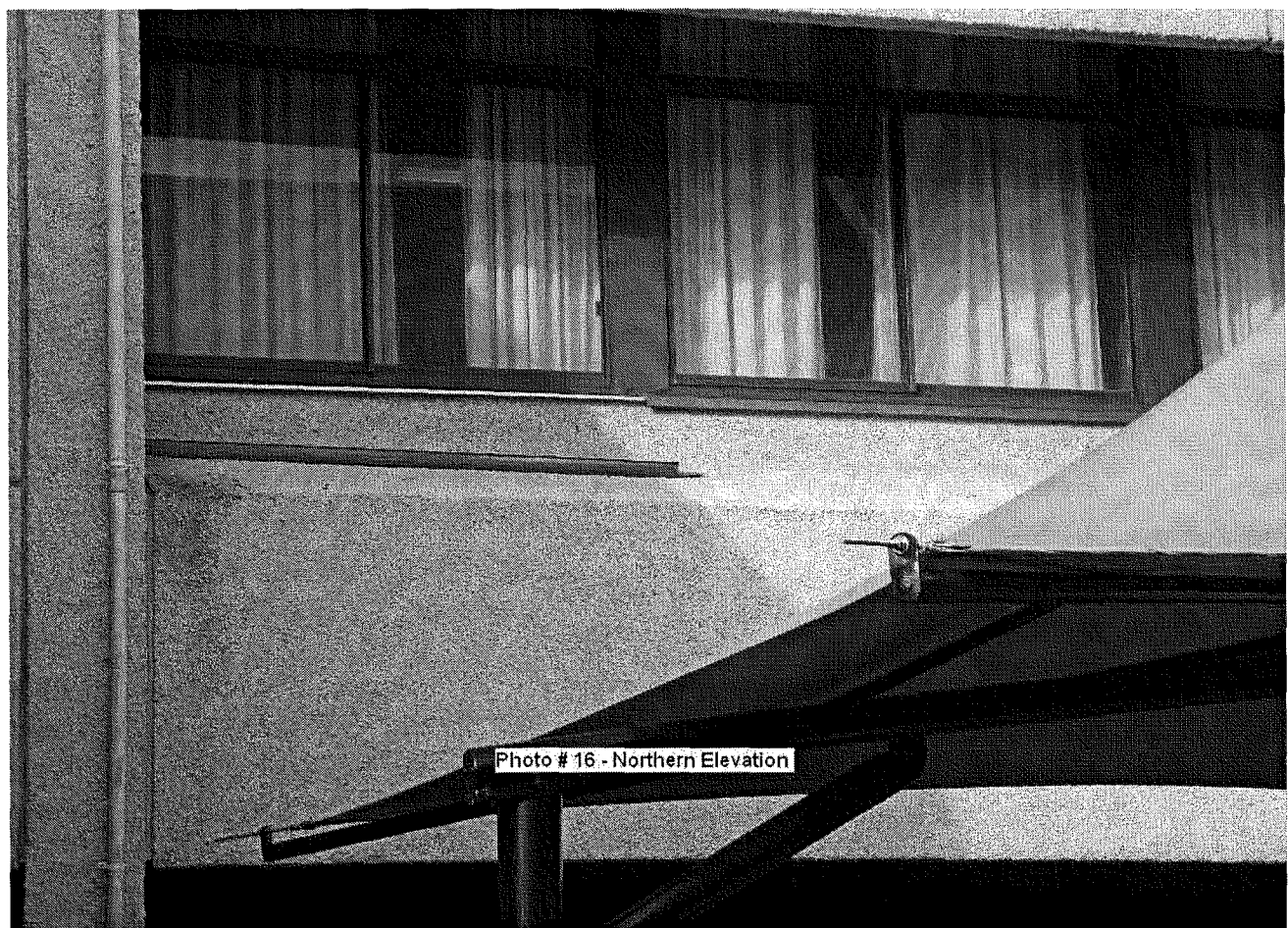


Photo # 16 - Northern Elevation





## **QBUILD ENVIRONMENTAL PROGRAMS**

### **SPECIFICATION FOR REMOVAL AND CLEAN-UP WORK INVOLVING ASBESTOS CONTAINING MATERIALS**

#### **SPECIFICATION No. MKYTFEBKA**

**PLACE: Mackay TAFE – Block A**

#### **1.0 GENERAL**

- 1.1** In line with the Queensland Government's ASBESTOS STRATEGIC MANAGEMENT PROGRAM, and in the interests of providing workplaces that are safe and healthy for occupation by employees and the public, the Department of Public Works seeks to remove and/or clean-up materials/products containing asbestos.

Accordingly, the work under this contract covers;

- a) The removal, clean-up and disposal of;

**- Asbestos Containing Wall Sheeting**

A defect maintenance period of twelve (12) months shall apply for all new installation/reinstatement work, and associated components.

#### **1.2 Pricing**

A firm 'lump sum' quotation is required for this project. The price must be stated on the QBuild Minor Works Form (Minworks.Rv1) supplied. Details on all information requested must be provided by tenderers on the Form and the 'Offer' must be signed and witnessed at the rear.

#### **2.0 LEGISLATIVE REQUIREMENTS**

- 2.1 All works involving the removal/partial removal/disturbance, and disposal of asbestos containing materials shall be carried out in conformance with the requirements of the;
- Workplace Health and Safety Act 1995
  - Workplace Health and Safety Regulation 1997 (in particular Part 11 - Asbestos Removal Work)
  - Environmental Protection Act 1994
  - Environmental Protection Regulation 1998
  - Environmental Protection (Interim Waste) Regulation 1996
  - Other relevant Queensland Government Advisory Standards, Codes of Practice and Australian Standards
  - National Occupational Health and Safety Commission's Code of Practice For The Safe Removal Of Asbestos 2<sup>nd</sup> Edition 2005.
  - HB-40 "Refrigeration and Air Conditioning Code of Good Practice"
- 2.2 Compliance of Section 70 Part 11 - Asbestos Removal Work of the Workplace Health and Safety Regulation 1997 - **Refer Para 4.5 of Specification.**

### 3.0 WORK BY OTHERS

- 3.1 An independent Contractor shall be engaged as QBuild's Representative to oversee the asbestos removal component of the project as well as carrying out any inspections and air monitoring deemed necessary.

#### **PARSONS BRINCKERHOFF AUST. PTY. LTD.**

#### 3.2.1 Inspections

The QBuild Representative shall inspect the asbestos removal enclosures and work area set-ups and associated equipment to ensure that they are adequate and set-up correctly for the removal process.

The QBuild Representative shall conduct an inspection of the contractor's work following removal and prior to the application of Poly Vinyl Acetate (PVA) sealant. This inspection shall include areas adjacent to the asbestos removal area associated equipment, plant and accessories. Upon such inspection proving satisfactory, approval shall be given by QBuild's Representative to proceed with the application of PVA sealant by the removal Contractor.

The QBuild Representative shall ensure that storage facilities for waste are adequate.

**The QBuild Representative shall sight the Asbestos Removalist's Workplace Health and Safety Plan and the Asbestos Removalist's qualifications and also maintain a 'Project Site Log' detailing the asbestos removalists activities together with a brief report of the asbestos removal Contractor's performance and ability.**

#### 3.2.2 Air Monitoring

QBuild's Representative shall carry out "background" air monitoring if deemed

necessary, "work in progress" air monitoring of the "asbestos removal site" and "clearance" air monitoring of the "asbestos removal area" atmosphere.

Air monitoring, in conformance with the National Occupational Health & Safety Commission's Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Dust shall be conducted by NATA accredited personnel operating from a NATA registered laboratory.

Air monitoring as deemed necessary shall be conducted by QBuild's Representative to establish the integrity of the Asbestos Removalist's methodology and procedures and to ensure that the level of airborne respirable fibres in the "asbestos removal area's atmosphere" is < 0.01 fibres/ml of air, prior to dismantling of "containment barriers". Refer **Section 75 of Part 11 of the Workplace Health and Safety Regulation 1997**.

#### ***Work in Progress*** Air Monitoring

'Work in Progress' monitoring shall be carried out at locations outside the various removal enclosures/set-up's at the discretion of QBuild's Representative. Monitors shall be positioned at the barrier defining the work area and (where applicable) adjacent to decontamination units, negative air fans and in particular any adjacent areas occupied by the Client's staff.

The control standard for airborne fibre concentrations of the "asbestos removal site's atmosphere" shall be 0.02 fibres/ml of air. The controlling of release of asbestos fibres shall be as per **Sections 73 and 74 of Part 11 of the Workplace Health and Safety Regulation 1997**.

Should, during the course of asbestos removal work being carried out in an "asbestos removal area", the results of air monitoring within the "asbestos removal site's" atmosphere exceed 0.02 fibres/ml of air, the asbestos removal Contractor shall **immediately determine** how the asbestos fibres are being released from the "asbestos removal area" and take necessary action to reduce the fibre concentration in the "asbestos removal site's" atmosphere to 0.02 fibres/ml of air or less.

Should, during the course of asbestos removal work being carried out in an "asbestos removal area", the results of air monitoring within the "asbestos removal site" exceed 0.5 of the National Exposure Standard for the type of asbestos being removed, the asbestos removal Contractor shall **immediately stop work** and in conjunction with the QBuild Representative take necessary action to reduce the fibre concentration in the "asbestos removal site's" atmosphere to 0.02 fibres/ml of air or less.

#### **Clearance Air Monitoring**

Clearance air monitoring of the "asbestos removal area's" atmosphere shall be carried out at locations as determined by and at the discretion of QBuild's Representative.

Dismantling of "containment barriers" shall not be undertaken until all asbestos

material/debris has been removed from the "asbestos removal area" and the fibre concentration in the "asbestos removal area's" atmosphere is < **0.01 fibres/ml of air or less.**

In situations where no plastic 'enclosure' has been erected and the "asbestos removal area" is defined by barrier and signage only, the QBuild Representative may decide to forego "clearance" air monitoring when the results of "work in progress" air monitoring conducted within the "asbestos removal area" during removal activity, show no elevated levels of 'respirable' airborne particles.

- 3.2.3 QBuild's Representative shall ensure that at all times the work area and surrounds are kept in a clean and tidy condition. On completion of asbestos removal activities, a final inspection shall be undertaken by QBuild's Representative to ensure all areas, surfaces and surrounds are left in a clean and tidy condition and that all asbestos removal work is complete.
- 3.2.4 The QBuild Representative is delegated by the Superintendent the authority to direct additional clean up activities as deemed necessary. Any costs associated with additional air monitoring, clean up, etc required, as a result of exceeding permissible levels shall be borne by the Contractor.
- 3.3 The results of daily air monitoring shall be maintained and displayed on site for the duration of the asbestos removal works along with a copy of the work plan/safe work procedures. This documentation shall be kept readily accessible for the duration of the works for perusal by the QBuild Representative and any other interested person.

#### 4.0 SCOPE OF WORK

- 4.1 All removal, disposal, installation, reinstatement and commissioning work shall be carried out at the times and dates stipulated by QBuild's Whitsunday Regional Office's Project Coordinator Mr. **Chris Limpus** on Telephone No. **4967 1065**  
It is expected that the majority of removal work will be undertaken on week-ends or holidays. Any work undertaken *outside the normal operating hours of the facility concerned will be permitted at the approval of the Facility Manager or as directed by the Superintendent.*  
Access, security, storage and parking arrangements must be coordinated with QBuild's Project Coordinator Mr **Chris Limpus** and as agreed at the project start-up meeting by all stakeholders.
- 4.2 All removal and disposal work shall be carried out by a person who is the holder of a Certificate of Competency for 'Asbestos Removal' (ie: "Class A License").
- 4.3 All work shall be carried out whilst ventilation and air conditioning systems have been turned off. These systems shall only be restarted when air monitoring 'Clearances' are obtained from the QBuild Representative.
- 4.4 All work shall be carried out in strict accordance with the **Workplace Health and Safety Act 1995, Workplace Health and Safety Regulation 1997, Workplace Health and Safety Regulation 1997 Part 11 - Asbestos Removal Work, the Guidance Note**

**On The Membrane Filter Method For Estimating Airborne Asbestos Dust** contained in the National Occupational Health and Safety Commission's **Code of Practice For The Safe Removal Of Asbestos 2<sup>nd</sup> Edition 2005** and the **Environmental Protection Regulation 1998**.

- 4.5 As per the requirements of **Part 11- Asbestos Removal Work, Section 70** of the **Workplace Health and Safety Regulation 1997**, it is the responsibility of the Contractor (Asbestos Removalist) to "ensure that the air breathed by a person doing asbestos removal work in an asbestos removal area does not contain a greater concentration of airborne asbestos fibres than stated in the National Exposure Standard for the type of asbestos being removed".

To achieve this requirement, the Contractor shall utilise the services of QBuild's Representative in order to obtain the level of concentration of airborne asbestos fibres in the asbestos removal area whilst asbestos removal work is being undertaken. A risk assessment/evaluation shall then be undertaken by the Contractor **in the initial stages of the asbestos removal work** to determine that the level of respiratory protection provided for "a person who is doing asbestos removal work in an asbestos removal area" is adequate to meet the above requirements.

Should the asbestos removal work method change, further risk assessment/evaluation must be undertaken to ensure that the above requirements are met.

**The Contractor shall supply a copy of the risk assessment/evaluation to QBuild's Representative detailing how this requirement has been achieved for approval to recommence the works.**

**The cost of the QBuild Representative's involvement in this work shall be the responsibility of the Principal. Allowance as a daily rate plus mobilisation and demobilisation costs borne by QBuild's Representative shall be applied by the Principal to the tenderers works program. Any asbestos removalist caused delays to the agreed works program will result in the asbestos removalist contractor being responsible for any extra costs incurred by the principal and as determined by the Superintendent.**

- 4.6 The Workplace Health and Safety Regulation 1997 Part 8 Section 56.(1) classifies work involving ***"removing, sealing, or inspecting for, asbestos"*** as "Specified Work" and as such requires a written "Workplace Health and Safety Plan" to be prepared as a mandatory requirement prior to commencement of work. The Contractor shall provide and maintain on site for the duration of the project, a written copy of the Workplace Health and Safety Plan. The Workplace Health and Safety Plan shall be made available for perusal by the QBuild Project Coordinator and QBuild's Representative at least forty-eight (48) hours prior to commencement of site work. Refer also Para **6.0** for additional requirements regarding the Workplace Health and Safety Plan.
- 4.7 Being "Specified Work", the Workplace Health and Safety Regulation 1997 also requires that all personnel who will participate in the asbestos removal portion of the work be trained in that work and receive a "General" and "Site Specific" safety induction prior to commencement of work. Refer also Para **6.0** for details regarding Workplace Health and Safety Inductions.

- 4.8 The Contractor shall provide QBuild with copies of all documentation required under this Specification.

## 5.0 PROGRAM OF WORKS

- 5.1 The Contractor shall submit with the Offer documents a complete detailed 'Program of Works' identifying days, times, resources, etc to undertake each phase of the removal and re-instatement project. At the time of tendering the supplied program shall be representative of a suggested project scenario only, and not stipulate actual calendar dates. The Program shall show each separate removal/replacement as a separate item and detail starting, finishing and expected "air clearance" days/times for each phase of the project. The submitted Program will be utilised in the evaluation of Offers.

Following direction from QBuild's Project Coordinator and prior to commencement of work, the successful Contractor shall provide an updated Program providing 'actual' days, dates and times etc for project activity.

## 6.0 WORKPLACE HEALTH AND SAFETY PLANS AND WORKPLACE HEALTH AND SAFETY INDUCTIONS

- 6.1 Prior to commencement of work, the Contractor shall prepare a "Workplace Health and Safety Plan". The "Workplace Health and Safety Plan" shall be provided to QBuild's Project Coordinator for perusal and approval at least *forty-eight (48) hours* prior to any removal work being undertaken. In extenuating circumstances and as approved by the project coordinator, where the above requirement cannot be met (urgent work, short notification, etc), the Contractor shall ensure that the Workplace Health and Safety Plan is submitted to QBuild's Site Representative and QBuild's Project Coordinator within twenty-four (24) hours of commencement of work. The Workplace Health and Safety Plan shall be maintained and displayed on site for the duration of the Works for perusal by any interested person.

The Workplace Health and Safety Plan shall be prepared and documented as per the requirements of Part 8 - "Workplace Health and Safety Plans and Workplace Health and Safety Inductions" of the Workplace Health and Safety Regulation 1997.

All workers who will participate in the project shall be given a 'general' "Workplace Health and Safety Induction" as well as a "Workplace Health and Safety Induction" that is specific to the workplace and work to be carried out. Documentary evidence that workers have received the required 'inductions' shall be provided to the QBuild Project Coordinator prior to commencement of work.

The safety induction shall be undertaken in accordance with Part 8 Sections 63 and 64 of The Workplace Health and Safety Regulation 1997.

## 7.0 IDENTIFICATION OF MATERIALS

- 7.1 Laboratory analysis has identified the following;

- Samples from all elevations of the bonded cement based sheeting (which has been coated with an epoxy aggregate finish) have all been identified as containing asbestos.

## 8.0 EXTENT OF WORK

A suitably qualified and competent company in this field of work shall undertake the manufacture, supply, installation, reinstatement, testing and commissioning of any new materials, products, plant and equipment under the scope of this Specification.

**The Contractor shall submit with the Offer the name of any sub-contractors engaged to undertake specialist portions of the work for approval by the Superintendent.**

The Contractor shall be responsible for removal and disposal of all asbestos containing materials under the scope of the Specification and the supply, installation, testing, commissioning and defects period of twelve (12) months of any new installation/reinstatement materials, products and workmanship.

Where requested the Contractor shall provide a written "commissioning" report following testing and commissioning of newly installed/constructed items or possibly relating to reinstated equipment. This report shall be forwarded to QBuild's Whitsunday Regional Office's Project Coordinator Mr *Chris Limpus*

## 8.2 General

### 8.2.1 Removal and Disposal of Heater Bank Assemblies

~~**SPECIAL MENTION MUST BE MADE OF ANY DUCTING THAT CANNOT BE REMOVED FOR SOME REASON AND MUST REMAIN IN SITU. IN THESE SITUATIONS THE DUCTING MUST BE CUT OPEN AND THE ASBESTOS INSULATION REMOVED UNDER TOTAL ASBESTOS REMOVAL "ENCLOSURE" CONDITIONS**~~

~~Work area set up for the removal shall be as per **Para 9.0**~~

### 8.2.2 Existing ducting, cable trays, electrical cables, etc may need to be removed/supported when removal and reinstatement work is carried out.

~~**All work shall be made good to match existing. This includes painting and re-insulating where appropriate.**~~

~~The Contractor shall be responsible for any electrical disconnection and reconnection.~~

### 8.2.3 Any signage existing prior to removal shall be removed and re-affixed to any new assembly.



#### **8.2.4 Electrical Work**

All electrical work is to be undertaken in accordance with AS 3000 and by a licensed electrician registered in the State of Queensland.

Any electrical supply wiring that is no longer required for use shall be entirely removed or safely terminated in junction boxes.

#### **8.2.5 Plumbing Work**

Where appropriate, the Contractor shall be responsible for the disconnection/reconnection/ isolation of the mains feed-water supply. Disconnection shall be made at existing isolating valves or connection points.

#### **8.2.6 Painting**

Painting of all new, exposed, ducting is required under this Contract.

**Colour must match the colour of existing ducting.**

### **9.0 WORK AREA SET-UP**

#### **9.1 General**

For the purpose of this specification, interpretation of the definition of "containment barrier" as referenced in the Workplace Health and Safety Regulation 1997 Part 11 - Asbestos Removal Work, is as follows;

- Under full enclosure conditions, the "enclosure" is deemed to be the "containment barrier" and the area internal of the enclosure is deemed to be the "asbestos removal area".
- Removal under these circumstances demands that the asbestos removal be carried out under full "enclosure" conditions. As described in the Code of Practice For The Safe Removal Of Asbestos 2<sup>nd</sup> Edition 2005, a 'wet' decontamination unit (a three (3) stage decontamination unit is the minimum requirement) and 'negative air' unit must be included in the asbestos removal area 'set-up'.

As stated in the workplace Health and Safety Regulation 1997 Part 11, *Division 3*, Section 75, the asbestos removal area's atmosphere must be monitored for the presence of asbestos fibres before the plastic enclosure can be dismantled. The results of this 'clearance' air monitoring of the asbestos removal area's atmosphere must show that the asbestos fibre concentration in the area's atmosphere is less than 0.01 fibres per millilitre of air.

- In situations where a full enclosure work area set-up is not necessary, the "containment barrier" is deemed to be the perimeter of the barricading/meshing that is to be

established 10 metres from the workface where practicable. The area internal of the barricading/meshing is deemed to be the "asbestos removal area"

**It should be noted that it is regarded as good industry practice to establish "buffer zones" around "enclosures" or "asbestos removal areas". Accordingly it shall be the responsibility of the Contractor to install a further barrier to create a "buffer" zone around the removal "enclosure" where practicable and as agreed at the project start-up meeting by all stakeholders.**

- 9.2** Taking the above into consideration, "asbestos removal areas" shall be defined by barricades and the "asbestos removal site" identified with approved *ASBESTOS REMOVAL* signage prominently displayed. Barricades shall be positioned to the satisfaction of QBuild's Representative so as to provide an adequate "buffer zone". Barriers and signage shall be positioned on all sides of removal areas/sites particularly on pathways and at usual access points to that area. Signage restricting access shall be clearly displayed at entry points to asbestos removal work areas, clean change areas, decontamination units, air locks and the like.
- 9.2.1** Any floor areas shall be covered with a double layer of 0.2mm thick plastic sheeting. All air intakes, fire dampers, penetrations, openings etc are to be covered with 0.2mm thick plastic sheeting and securely taped. All plant, air conditioners, etc shall be covered by 0.2mm thick plastic sheeting. Where applicable, .2mm thick plastic sheeting shall be layed over the top of face and by pass dampers and securely taped to prevent the ingress of asbestos debris and fibres.
- 9.3** Generally all furnishings in asbestos removal areas shall be sealed with two (2) layers of 0.2 mm thick plastic sheeting. Care should be taken to minimise joins in the plastic as the Contractor shall be held responsible for any water damage to plant, equipment, carpets/vinyl floor tiles and the like.

## **10.0 SAFE WORK PROCEDURES**

- 10.1** Only personnel who have been trained in work procedures for the safe removal of asbestos shall work within the removal enclosure. A trained, experienced operator shall remain on duty outside the removal enclosure at all times asbestos removal is in progress.
- 10.2 Wet Removal Requirement.** Removal of asbestos containing material shall generally be carried out by **wet removal techniques**. As the asbestos material becomes accessible during the removal process, it shall be thoroughly wet down.
- 10.3** Asbestos dusts and residues, asbestos removal areas and enclosures, shall be vacuumed with an approved vacuum cleaner conforming to the requirements of AS 3544 and fitted with High Efficiency Particulate Air (HEPA) filtration conforming to AS 4260. Wet wiping and other cleaning techniques may also be required on particular surfaces.

- 10.5** Following an inspection and subsequent approval by QBuild's Representative as to the

cleanliness of work areas and enclosures, all surfaces shall be sealed with PVA.

- 10.6 Decontamination facilities and procedures shall be to the complete satisfaction of QBuild's Representative.
- 10.7 Temporary lighting sufficient to safely execute all work required under this Specification shall be provided by the Contractor.
- 10.8 The Contractor shall ensure that the air breathed by a person doing asbestos removal work in an asbestos removal area does not contain a greater concentration of airborne asbestos fibres than stated in the National Exposure Standard for the type of asbestos (amassed) being removed. Refer **Part 11 - Asbestos Removal Work, Section 70 of The Workplace Health and Safety Regulation 1997**.

**The Contractor shall supply documentary evidence to QBuild's Representative detailing how this requirement has been achieved.**

To achieve the above requirement, the Contractor will need to work in conjunction with QBuild's Representative in order to obtain the level of concentration of airborne asbestos fibres in the asbestos removal area whilst asbestos removal work is being undertaken. The requirements for appropriate respiratory protection can then be determined to ensure that the asbestos removalist does not breathe air which contains a greater concentration of airborne asbestos fibres than that stated in the National Exposure Standard.

Should the asbestos removal work method change and an increase in the level of fibres being released is either suspected or is known from air monitoring results, the Contractor may need to re-evaluate either the work methods or the appropriate selection of respiratory protection in order that the above requirements are met.

- 10.9 On completion of removal and following an inspection and subsequent approval by QBuild's Representative as to the cleanliness of the work area and the enclosure, all surfaces shall be sealed with PVA and applied by means of airless spray equipment.

## **11.0 PERSONAL PROTECTIVE EQUIPMENT (PPE)**

All personnel involved in the removal/reinstatement project shall have received training in the correct use and maintenance of PPE.

- 11.1 Class P2 respiratory protection shall be the minimum required for all asbestos removal work involving removal of duct section/heater bank assemblies as complete units. Class P3 respiratory protection shall be the minimum required where the actual removal of asbestos based thermal or acoustic insulation is carried out while ducting remains in situ. Other appropriate Personal Protective Protection (PPE) such as disposable coveralls safety footwear, hand/eye protection etc, as required from time to time shall be available on site and worn as necessary by personnel working within the removal enclosure/work

area.

## 12.0 PREPARATION OF WASTE

### 12.1 Asbestos waste shall be prepared for disposal in accordance with the requirements of the **National Occupational Health and Safety Commission's Code of Practice For The Safe Removal Of Asbestos.**

All waste such as removed plenum section heater bank assemblies, duct sections, disposable coveralls, wipe cloths, respirator cartridges, used vacuum bags, debris, drop sheets, plastic sheeting and the like shall be regarded as asbestos waste and prepared for disposal as follows;

- ~~Complete duct sections and heater bank assemblies are to be wrapped in 0.2mm thick plastic sheeting and all joins sealed with adhesive tape. Precautions shall be taken to ensure that sharp edges do not tear the plastic sheeting. All other asbestos waste shall be thoroughly wet down and contained in 0.2mm thick marked *ASBESTOS* disposal bags. Asbestos waste that has been wrapped for disposal shall be stencilled with a warning as per the marked disposal bags.~~
- Disposable coveralls, wipe cloths, respirator cartridges, used vacuum bags and the like shall be thoroughly wet down and contained in 0.2mm thick plastic marked *ASBESTOS* disposal bags. A lockable enclosure shall be set aside within the defined work area for the storage of asbestos waste resulting from the works. Preferably, asbestos waste should be stored in metal containment lined with 0.2 mm thick (200 um) plastic sheeting. However, depending on the asbestos removal Contractor's methodology, a drop sheet consisting of two layers of 0.2 mm thick (200 um) plastic sheeting may be laid down and the waste then stacked on pallets or on the drop sheet for loading at a later date. Any large 'bundles' of waste must be completely wrapped in two layers of 200um plastic sheeting with all joins being totally sealed with adhesive tape. Precautions shall be taken to ensure that sharp edges do not tear the plastic sheeting. Bundles of asbestos waste that have been wrapped and sealed for disposal must be stencilled (min 20 mm lettering) with a warning follows:

CAUTION  
ASBESTOS  
DO NOT INHALE DUST  
DO NOT OPEN OR DAMAGE

Asbestos waste may also be contained in 200um marked *ASBESTOS* disposal bags. Asbestos waste contained in disposal bags must be thoroughly wet down prior to the bag being sealed. In order to minimise the risk of tearing or splitting, bags used for asbestos waste should not be filled to more than half their holding capacity. Bags of asbestos waste shall be thoroughly decontaminated prior to being removed from the area of the workface. Asbestos waste contained in disposal bags shall be double-bagged; once at the workface and a second time away from the workface but within the defined asbestos

work area.

Once contained, all asbestos waste must be 'wet-down' and kept damp until the containment is sealed and removed from the site. Care should be exercised when 'wetting-down' the asbestos waste so that not too much water is used that will result in water run-off.

Waste accumulated in metal containment or by stacking shall be kept damp, sealed and secured. Where possible, depending on the availability of a licensed regulated waste transport provider, waste shall be removed from site on a daily basis and not allowed to accumulate on site. A waste management strategy must be provided to the QBuild project coordinator Mr **Chris Limpus** for approval prior to commencement on-site.

### **13.0 MAKING GOOD**

The Contractor shall make good any damaged paintwork, furnishings, flooring etc which have occurred as a result of any work carried out during the removal process.

### **14.0 TRANSPORTATION AND DISPOSAL OF WASTE**

#### **14.1** Prepared waste shall be removed from the site as soon as is practicable in a safe manner and covered for transportation. All asbestos waste shall be disposed of at an approved landfill disposal site by arrangement in accordance with the requirements of the Local Authority.

Schedule 7 of the Environmental Protection Regulation 1998 indicates that all chemical forms of asbestos are deemed to be "regulated waste". Schedule 1 of the Environmental Protection Regulation 1998 states that the transportation of "regulated waste" is a 'Level 1 environmentally relevant activity'. As required under the Environmental Protection Act 1994, Part 3, a license is required to carry out a 'Level 1 environmentally relevant activity'.

It should be noted that transport companies specialising in waste disposal should already hold the above license.

**To achieve "final completion" of the project QBuild shall require verification that the waste has been transported and disposed of in accordance with the requirements of this Specification. A Local Authority (*or authorised agent*) *Disposal Receipt* or *Letter of Disposal* is the desired documentation for disposal and a copy of the necessary *License* for carrying out this 'environmentally relevant activity' is the required documentation for transportation.**

**Please note that payment to the asbestos removal contractor for the project will not be approved until such advice is received by QBuild.**

### **15.0 PROPERTY DAMAGE AND PUBLIC RISK**



The Contractor's attention is drawn to Clauses B6 and B8 of the Department's Minor Works Offer Form (Minworks.Rv1) form in relation to property damage and personal injury. Any damage to persons or property arising from the carrying out of work required under the scope of this contract shall be the responsibility of the Contractor.

The Contractor shall provide evidence of such insurance with the submitted Offer documents.

## **16.0 QUALITY ASSURANCE REQUIREMENTS**

**16.1** For projects where the level of risk is deemed to be **LOW**, the supplier does not require Quality Assurance certification.

~~**16.2** For projects where the level of risk is deemed to be **HIGH**, the supplier requires Quality Assurance certification.~~

~~In accordance with the State Purchasing Policy, Part b Section 1 "Quality Assurance Policy" revision 5, dated February 1997 and QBuild's Local Instruction "Quality Assurance Requirements" dated 25 March 1997 (copies of which may be viewed at any QBuild Office), the prime Contractor (supplier) shall have in place a fully certified quality assurance system based on AS/NZS ISO 900. Copies of the Contractor's Quality Assurance Certification and Capability Statement shall be supplied with tender documentation and the attached form QB.SPPE2 must also be completed and returned.~~

## **17.0 COORDINATION OF WORK**

The Contractor shall liaise with QBuild's Whitsunday Regional Office's Project Coordinator Mr *Chris Limpus* to ascertain the time for the work to be carried out and to obtain any necessary access, security, parking permits. A Building Management Plan permit to work must be obtained from the site manager prior to commencement of the works.

## **18.0 IDENTIFICATION OF CONTRACTORS**

The Contractor whilst on site at any time shall be clearly identified. Identification shall be clearly and prominently displayed and shall show the Company's name as well as the individual's name.

## **19.0 ELECTRICITY AND WATER FOR WORKS**

### **19.1 Electricity and Lighting**

Electricity consumed during the execution of site work shall be provided free of charge unless otherwise specified.

**19.1.1** In the event that the electrical supply provided via power points is not adequate, the Contractor shall supply and install a power board/generator suitable for provision of supply for lightning and power tools/equipment. The power board/generator shall incorporate a residual current device at the source of electrical supply of each flexible cable supplying equipment items or distribution boards. All electrical work (connection and disconnection) shall be undertaken in accordance with AS3000 and by a licensed Electrician registered in the State of Queensland.

**19.1.2** Sufficient lighting shall be provided by the Contractor to execute all work under this Specification. The Contractor shall provide levels of illumination complying with AS 1680.1, which will be sufficient to permit safe entry, conduct of work and exit. On completion of work any temporary electrical supply/lighting shall be disconnected and removed with all connecting points being returned to their original state. All costs incurred in providing, installing and dismantling the temporary power supply shall be borne by the Contractor.

## **19.2 Water**

Water for use in controlling dust, wash down, wetting down waste and decontamination purposes will be provided free of charge unless otherwise specified.

**19.2.1** In the event that the normal 'mains' water supply of the facility is deemed by the Contractor to be inadequate, the Contractor shall provide and maintain an adequate, temporary water supply for the duration of the Works. On completion of work the temporary water supply shall be disconnected/removed with all connecting points (where applicable) being returned to their original state. All costs incurred in providing, installing and dismantling the temporary water supply shall be borne by the Contractor.

**19.2.2** Where the source of the water supply is distant from the work area, the Contractor shall provide hoses/piping etc to ensure that an adequate supply of water is available at the work area for the duration of the works. A means for controlling the flow of water at the work area shall form part of the temporary supply. Every attempt shall be made to conserve water. On no account shall water be allowed to continue to 'run' when not being used on project work.

## **20.0 HYGIENE**

**20.1** Personnel working with asbestos containing material shall observe a high standard of hygiene and good housekeeping to ensure that their exposure to asbestos dust is minimal and that asbestos dust is not transferred from the asbestos work area to other areas.

**20.2** Personnel shall not eat, drink or smoke in the "asbestos removal area".

**20.3** Personnel shall decontaminate thoroughly when leaving the "asbestos removal area". Particular attention should be paid to hair, ears, face, hands and fingernails.

**20.4** Tools and equipment should be decontaminated by first vacuuming with an approved vacuum cleaner fitted with HEPA filtration prior to washing down or wet wiping to

remove accumulated dust prior to being removed from the work area.

- 20.5** A vacuum cleaner conforming to AS3544 and fitted with a High Efficiency Particulate Air (HEPA) filter conforming to AS4260 should be maintained on site to assist with decontamination of personnel, tools, equipment and for cleaning site amenities.

-END-