**STANDING ORDER DEED**

**BETWEEN**

**CENTRAL DARLING SHIRE COUNCIL (ABN 65 061 502 439)**

**and**

**CONTRACTOR ……………………………………………………………………..**

**STANDING ORDER DEED FOR PLANT HIRE**

Standing Order Deed

|  |  |
| --- | --- |
| Date |  |
| Parties | **Central Darling Shire Council (ABN 65 061 502 439)**  of 21 Reid Street, Wilcannia NSW 2836  (**Council**) |
|  | **REGISTERED NAME OF CONTRACTOR**  **………………………………………………………………………………………**  **ACN/ABN - ……………………………………………………………………….**  of **address**  ……………………………………………………………………………………….  ……………………………………………………………………………………….  (**Contractor**) |
|  |  |
| Recitals | 1. The parties wish to establish a system of contracting whereby the Council may utilise the Contractor as a pre-qualified contractor to supply the Services for the Term. 2. The Contractor has agreed to supply the Services in accordance with pre-agreed terms and rates. 3. If the Council issues a Services Order to the Contractor for the supply of the Services, the Council and the Contractor shall be deemed to have entered into a Contract for the supply of the Services in accordance with the terms of this Deed |
|  |  |
| The parties agree, in consideration of, among other things, the mutual promises contained in this agreement as follows: | |

1. Definitions and interpretation
   1. Definitions

In this Deed:

**Business Day** means any day other than:

* + 1. a Saturday, Sunday or public holiday in New South Wales; or
    2. 27, 28, 29, 30 or 31 December.

**Confidential Information** means all information, in whatever form, (including any idea, concept, drawing, specification, data, conclusion or summary) disclosed to the Contractor by, or on behalf of, the Council, or produced by the Contractor or any of its consultants relating to:

* + 1. the operation or business of the Contractor;
    2. the financial, business and commercial information of the Council; and
    3. the content and subject matter of this Deed,

other than information that:

* + 1. at the time of disclosure, was generally and publicly available, or subsequently becomes so available other than by breach of any duty or obligation;
    2. at the time it was disclosed to the Contractor, was in the possession of the Contractor lawfully and without breach of any duty or obligation; or
    3. has been disclosed to the Contractor and was not generally and publicly available at that date of disclosure, but subsequently through no act or omission of the Contractor (or any person to whom it disclosed that information) becomes available from another source, not subject to any duty or obligation of confidence.

**Contract** has the meaning given in clause 2.3(d).

**Contract Conditions** means the terms and conditions set out in Schedule 3.

**Deed** means this Standing Order Deed.

**Schedule of Rates** means the schedule of rates and prices in Schedule 2, which shall not be subject to rise and fall for the duration of the Term.

**Services** means the:

* + 1. the supply of Plant; and/or
    2. the supply of Plant operators,

as described in the relevant Services Order.

**Services Order** means a Services order in the form set out in Schedule 1 (including its attachments) and issued in accordance with clause 2.3.

**Term** means the period of two years from the date of execution of this Deed, or if the Council exercises its power under clause 2.5(a), the extended period applicable.

* 1. Interpretation

In this Deed:

* + 1. headings are for convenience only and do not affect interpretation;and
    2. unless the context indicates a contrary intention:
       1. if more than one person is identified as the Contractor, that expression refers to them, and the obligations of the Contractor under this Deed bind them, jointly and severally;
       2. “person” includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
       3. a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
       4. a reference to a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
       5. a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re‑enactments and replacements;
       6. a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
       7. a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Deed, and a reference to this Deed includes all schedules, exhibits, attachments and annexures to it;
       8. if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
       9. “includes” in any form is not a word of limitation; and
       10. a reference to "$" or "dollar" is to Australian currency.

1. OPERATION
   1. Commencement

This Deed comes into operation upon execution by both the parties.

* 1. Expiry
     1. Subject to clause 2.2(b), this Deed shall cease to have any effect upon its termination or expiration of the Term, whichever occurs first.
     2. Notwithstanding clause 2.2(a) and unless otherwise agreed in writing, all Services Orders:
        1. issued by the Council in accordance with clause 2.3 during the Term; or
        2. as otherwise agreed,

must be fulfilled by the Contractor in accordance with the terms of the relevant Contract.

* 1. Standing Order
     1. This Deed is a non-revocable standing offer by the Contractor during the Term to carry out the Services in accordance with the:
        1. the Contract Conditions;
        2. the Schedule of Rates; and
        3. otherwise in accordance with the terms of this Deed and a completed Services Order.
     2. The parties agree that the Council may, at any time on or before the expiry of the Term, require the Contractor to carry out Works by issuing the Contractor a Services Order in accordance with the process set out in this clause 2.3.
     3. The Council may require the Contractor to carry out the Services by issuing a Services Order to the Contractor from time to time on or before the expiry of the Term.
     4. The parties acknowledge and agree that a separate Contract will be formed between the parties upon issue of the Transport Order and the Council and the Contractor must carry out and complete their respective obligations under the Contract in accordance with:
        1. the Contract Conditions;
        2. the Schedule of Rates; and
        3. otherwise in accordance with the terms of this Deed and a completed Services Order,

(**Contract**).

* 1. No Guarantee of Work

The Contractor acknowledges and agrees that:

* + 1. the Council has made no representations that the Contractor will be engaged to perform the Services;
    2. the Council is not, by executing this Deed, bound to engage the Contractor to perform the Services;
    3. without limiting clause 2.4(a) or 2.4(b), the Contractor acknowledges and agrees that:
       1. the Council has the right to encourage other contractors to perform the Services, even though the Council may have provided the Contractor with a forecast or estimate of the quantity of Services which the Council may require the Contractor to perform during the Term; and
       2. without limiting clause 2.4(c)(i), the Contractor acknowledges that forecasts and estimates of Services, if given, are given for general guidance only and do not oblige the Council to engage the Contractor to perform the Services forecasted or estimated and do not constitute a representation of the quantity of Services which the Council will or may require the Contractor to perform during the Term; and
    4. the Council may at any time engage other contractors to perform the Services.
  1. Term
     1. The Council may, in its absolute discretion and without being obliged to give any reasons, by giving the Contractor notice in writing at least one month prior to the expiration of the Term, extend the Term for a further period nominated by it. The Council may exercise its powers under this clause 2.5(a) more than once, but may only extend the Term for an aggregate of 1 year
     2. If the Council notifies the Contractor in accordance with clause 2.5(a), the Term will be extended for the further period as notified by the Council.

1. ORDER OF PRECEDENCE

In the case of conflict between any of the documents constituting this Deed, the order of precedence shall be the order set out below:

* + 1. this Deed (excluding the Contract Conditions);
    2. the Contract Conditions; and
    3. the Services Order.

1. CONFIDENTIALITY
   * 1. Subject to clauses 4(b), 4(c) and 4(d) the Contractor must:
        1. treat as confidential, and keep confidential, any Confidential Information;
        2. not copy, duplicate or otherwise reproduce any documents containing Confidential Information, without the prior consent of the Council; and
        3. not allow any of its employees, subcontractors or consultants or any third party to copy, duplicate or otherwise reproduce any documents containing Confidential Information, without the prior consent of the Council.
     2. The Contractor must not disclose Confidential Information other than:
        1. to its employees, subcontractors or consultants as and when required under a Contract;
        2. to its legal advisers, financial advisers and auditors;
        3. with the prior consent of the Council; or
        4. to the extent:
           1. required by any law, any statutory body, the rules of any stock exchange, or any applicable accounting standards; or
           2. ordered by any court,

without having, to the extent practicable, consulted with the Council with a view to agreeing the form, content, timing and manner of disclosure.

* + 1. If the Contractor discloses Confidential Information under clause 4(b) it must use reasonable endeavours to ensure that no person to whom it disclosed that Confidential Information discloses it to any other person and that no such person uses the Confidential Information for any other purpose other than for the purposes of fulfilling the Contractor's obligations under this Deed or a Contract.
    2. The Contractor and its employees, subcontractors or consultants may only use the Confidential Information for the purposes of fulfilling the Contractor's obligations under this Deed or a Contract.
    3. If required to do so by the Council, on the earlier date of the expiry of this Deed or the completion of a Contract, the Contractor must return to the Council all documentation disclosed to the Contractor by, or on behalf of the Council, (including Confidential Information which the Contractor disclosed to any other person) and any copies of that documentation.

1. TERMINATION OF STANDING ORDER DEED
   1. Termination for default
      1. If the Contractor:
         1. suffers an Insolvency Event; or
         2. commits a substantial breach of this Deed,

then the Council may:

* + - 1. issue a notice to the Contractor identifying the breach and the time in which the Contractor must rectify the breach;
      2. terminate this Deed without further notice if the Contractor fails to rectify the breach within the time specified in the Council's notice; and
      3. if the Deed is terminated by the Council pursuant to clause 5.1(a)(ii), the parties' rights shall be the same as they would have been under the law governing the Deed had the Contractor repudiated the Deed and the Council elected to treat the Deed as at an end and recover damages.
    1. For the purpose of this clause 5 an 'Insolvency Event' occurs if:
       1. the Contractor informs the other party in writing, or its creditors generally, that the person is insolvent or is unable to proceed with the Deed for financial reasons;
       2. execution is levied against the Contractor by a creditor;
       3. if the Contractor is an individual person or partnership including an individual person, the person:
          1. commits an act of bankruptcy;
          2. has a bankruptcy petition presented against him or her or presents his or her own petition;
          3. is made bankrupt;
          4. makes a proposal for a scheme or arrangement or a composition; or
          5. has a deed of assignment or deed of arrangement made, accepts a composition, is required to present a debtors petition, or has a sequestration order made, under Part X of the *Bankruptcy Act 1966* (Cth); or
       4. if the Contractor is a corporation, any one of the following:
          1. the Contractor is unable to pay its debts as and when they fall due;
          2. notice is given of a meeting of creditors with a view to the Contractor entering into a deed of company arrangement;
          3. the Contractor enters a deed of company arrangement with creditors;
          4. a controller, administrator, receiver, receiver and manager, provisional liquidator or liquidator is appointed to the Contractor;
          5. an application is made to the court for the winding up of the Contractor and not stayed within 14 days;
          6. a winding up order is made in respect of the Contractor;
          7. the Contractor resolves by special resolution that it be wound up voluntarily (other than for a members' voluntary winding up); or
          8. a mortgagee of any property of the Contractor takes possession of that property.
  1. Termination for convenience
     1. The Council may, at any time at its absolute discretion by giving 30 Business Days' written notice to the Contractor, terminate this Deed for convenience, whether or not the Contractor is in default.
     2. If the Council terminates this Deed for convenience in accordance with paragraph 5.2(a), the Contractor is not entitled to any costs, expenses, loss or damage as a consequence of such termination (including loss of anticipated profits).

1. MISCELLANEOUS
   1. Notices

All communications (including notices, consents, approvals, requests and demands) under or in connection with this Deed:

* + 1. must be in writing;
    2. must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

|  |  |
| --- | --- |
| **Council** |  |
| Name: | **Central Darling Shire Council** |
| Address: | 21 Reid Street, Wilcannia NSW 2836 |
| Email: | **council@centraldarling.nsw.gov.au** |
| Attention: | **General Manager** |
| **Contractor** |  |
| **Name:** | **………………………………………..** |
| **Address:** | ……………………………………….. |
| **Email:** | ……………………………………….. |
| **Attention:** | ……………………………………….. |

* + 1. must be signed by the party making the communication or (on its behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
    2. must be delivered or posted by prepaid post to the address or sent by email to the email address, in accordance with clause 6.1(b); and
    3. are taken to be received by the addressee:
       1. (**in the case of prepaid post**) on the third Business Day after the date of posting to an address within Australia, and on the fifth Business Day after the date of posting by airmail to an address outside Australia;
       2. (**in the case of email**) once sent by the sender, unless the sender receives notice that the email transmission has been unsuccessful or could not be delivered or an out of office notice indicates that the recipient is unavailable. Any email sent on a day which is not a Business Day will be deemed not to have been received until the next Business Day; and
       3. (**in the case of delivery by hand**) on delivery at the address of the addressee as provided in clause 6.1(b).
  1. Governing law

This Deed is governed by and must be construed according to the law of New South Wales.

* 1. Jurisdiction

Each party irrevocably:

* + 1. submits to the non‑exclusive jurisdiction of the courts of the State of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Deed; and
    2. waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 6.3(a).
  1. Amendments

This Deed may only be varied by a deed executed by or on behalf of each party.

* 1. Waiver
     1. Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this Deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Deed.
     2. A waiver or consent given by a party under this Deed is only effective and binding on that party if it is given or confirmed in writing by that party.
     3. No waiver of a breach of a term of this Deed operates as a waiver of another breach of that term or of a breach of any other term of this Deed.
  2. Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this Deed.

* 1. Counterparts

This Deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

* 1. No representation or reliance
     1. Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this Deed, except for representations or inducements expressly set out in this Deed.
     2. Each party acknowledges and confirms that it does not enter into this Deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this Deed.
  2. Entire agreement

To the extent permitted by law, in relation to its subject matter, this Deed:

* + 1. embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
    2. supersedes any prior written or other agreement of the parties.
  1. Severability

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions shall in no way be impaired or affected thereby.

* 1. Civil Liability Act

The parties agree that, to the extent permitted by law, the operation of Part 4 of the *Civil Liability Act 2002* (NSW) is excluded in relation to all and any rights, obligations and liabilities under this Contract whether such rights, obligations or liabilities are sought to be enforced as a breach of contract or a claim in tort or otherwise at law or in equity.

Signing page

**Executed** as a deed on……………………………...........

|  |  |  |
| --- | --- | --- |
| **Executed** for and on behalf of **Central Darling Shire Council (ABN 65 061 502 439)** by its representative in the presence of: |  |  |
| Signature of witness |  | Signature of representative |
| Full name of witness (print) |  | Full name of representative (print) |
| Address of witness (print) |  |  |

|  |  |  |
| --- | --- | --- |
| **Executed** by **………………………………….. (ABN ………………….)** in accordance with section 127 of the *Corporations Act 2001* (Cth) by: |  |  |
| Signature of Director |  | Signature of Director/Company Secretary |
| Full name (print) |  | Full name (print) |

Schedule 1 - Services Order

Note:

Service Order to be supplied by Council prior to start.

Schedule 2 - Schedule of Rates

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| SCHEDULE 2 - CENTRAL DARLING SHIRE COUNCIL SCHEDULE OF PLANT HIRE RATES | | | | | | | | | | | |
| **PLANT ITEM** | **Registration Number** | **Make** | **Model** | **Year of Manufacture** | **Class condition of registration, Clause 4** | **Capacity** | **Attachment & Features** | **Normal Rate general conditions clause 6.0** | **Standby Rate general conditions clause 6.0** | **Travel Rate Float (General Conditions Clause 9.0)** |
|  |  |  |  |  |  |  |  | $ /HOUR | $ /HOUR | $ /HOUR |
|  |  |  |  |  |  |  |  | $ /HOUR | $ /HOUR | $ /HOUR |
|  |  |  |  |  |  |  |  | $ /HOUR | $ /HOUR | $ /HOUR |
|  |  |  |  |  |  |  |  | $ /HOUR | $ /HOUR | $ /HOUR |
|  |  |  |  |  |  |  |  | $ /HOUR | $ /HOUR | $ /HOUR |
|  |  |  |  |  |  |  |  | $ /HOUR | $ /HOUR | $ /HOUR |
|  |  |  |  |  |  |  |  | $ /HOUR | $ /HOUR | $ /HOUR |
|  |  |  |  |  |  |  |  | $ /HOUR | $ /HOUR | $ /HOUR |
|  |  |  |  |  |  |  |  | $ /HOUR | $ /HOUR | $ /HOUR |

Schedule 3 - Conditions of Contract

1. Interpretation

The Contract must be read in conjunction with the Deed.

Unless otherwise defined, capitalised terms in the Contract Conditions have the same meaning given to them in the Deed.

1. Definition of Terms

In these Contract Conditions:

* + 1. **Council’s Overseers & Gangers** means Council’s representatives on work sites that supervise the works operations, and issue instructions to the Contractors.
    2. **Engineer** means the Director Shire Services of the Central Darling Shire Council.
    3. **Hire Period** means the period of time each item of plant works continuously, which may vary from hours to months and shall be nominated in the Services Order or as otherwise agreed between the parties.
    4. **Plant** includes all roadworks machinery, including graders, scrapers, loaders, rollers, tipping trucks, water trucks etc.
    5. **Plant Sheet** means a record of the hours worked for each item of Plant supplied by the Contractor, in a form required by the Principal, at its absolute discretion.
    6. **Plant Sheet Number** means the individual number allocated by the Principal to each Plant Sheet.
    7. **Site** means the place or places nominated in the Services Order where:
       1. Plant is to be delivered; or
       2. Plant is to be moved to or from.

1. General Obligations

The Contractor must supply the Services to the Council on the terms of the Services Order including these Contract Conditions and any directions by the Principal.

All plant must comply with all of the requirements set out in Appendix A – ‘TPR-G22 – Truck and Plant Requirements, Issue No: 2, July 2019’. This is the requirement under the Transport NSW Routine Maintenance Council Contract.

1. Directions

The Contractor or his representative shall comply with all reasonable directions from the Engineer and Council’s Overseers and Gangers. In the event that the Engineer requires the dismissal or removal from site of any person, the Contractor shall comply with such requisition, otherwise no further payment will be made on account of the work until the requisition is remedied.

When any direction is given orally, the Engineer shall as soon as practicable after it is so given confirm it in writing. (This shall not include day to day or daily operational instructions unless so deemed necessary by the Engineer).

1. Working Periods and Hours of work

The Council’s Shire Services Department operates construction and roadworks either by five consecutive work days with two days off, or ten consecutive work days with four days off. Council makes no guarantee that one particular pattern will be adopted on any type of works. The daily start and finish time at each worksite shall be nominated by the Council’s Ganger on site.

All operators must have an unpaid break of a minimum half hour after every five (5) hours of consecutive operation of plant. This must be adhered to under all circumstances.

1. Plant Sheets

The Council’s Ganger or Overseer shall complete the Council Plant Sheets daily. At the end of the Hire Period, the Contractor or operator of each item of Plant must sign off on the Plant Sheet for the hours of work. When an item of Plant is only required for short hire periods, the Plant Sheet will be completed and signed off by the Contractor when the item of Plant ceases work.

When the Contractor or operator signs off on the Plant Sheet, the Principal will supply the Contractor with a yellow carbon copy of the completed Plant Sheet to raise the Tax Invoice.

1. Hire Rate
2. The Contractor acknowledges and agrees that only one of the following rates is payable for any particular hire period

**Normal Rate -** When the Plant ordered by the Council with an operator is in operation on a work site

**Standby Rate -** When the Plant ordered by the Council with an operator is available for work under any of the following circumstances;

* + 1. When, due to weather or at the direction of the Council, the Plant is not worked for a full shift, then the balance between the hours worked at Normal rate and an eight (8) hour shift will be paid at Standby Rate.
    2. Standby rate will not be paid where the operator is advised before the end of a shift that the plant will not be required on the following day or days.
    3. Standby rate will not be paid for drawn items of plant where the towing plant receives standby rate.
    4. Payment due to poor weather conditions will be limited to one full shift per two-week period, where a shift is eight (8) hours.

No amount is payable in respect of periods when the plant is rendered idle due to breakdown, strikes, reasons within the Contractor’s control or reasons beyond the Council’s control other than weather.

All hours of hire shall be calculated to the nearest one half of an hour.

Payments will not be made for meal breaks, or for morning or afternoon tea breaks.

1. Tax Invoice

The Contractor is to raise a Tax Invoice for the hours of work their machines have worked in each Work Period. It is imperative that the hours of work are the same on the Contractor’s Tax Invoice as on the Council’s copy of the Plant Sheet, and that the Plant Hire Rates are the same as those in Schedule 2. The Contractor's Tax Invoice is to include corresponding Plant Sheet Number.

The Tax Invoice must state the Contractors ABN and be a GST invoice with GST charges stated separately. The Tax Invoice must clearly list the Contractor’s registered name, the business address and a contact phone number during business hours. On the bottom of the Tax Invoice, or enclosed with the Tax Invoice, is to be a statement signed by the Contractor that no wages, superannuation or allowances are due and owing by the Contractor in respect to any employee of the Contractor working on the relevant site. Payment of Tax Invoice will not be paid if the statement is not attached to the Tax Invoice.

If any such wages or allowances are owing, then the Council may upon production of satisfactory evidence of a judgement or order of a court, pay the amount of the judgement or order including any costs awarded, thereby to the workpersons and any amount so paid would be deducted or recovered by the Council from the Contractor.

The Tax Invoice is to be posted or emailed to Council’s Finance Department;

Accounts Payable

Central Darling Shire Council

PO Box 165

WILCANNIA NSW 2836

Email: accountspayable@centraldarling.nsw.gov.au

The Contractor must phone the Creditors Office at the Council to confirm Council’s receipt of the Tax Invoice on 08 8083 8900

1. Payment

Council will pay the Contractor within Twenty-One (21) days of receipt by Council of a Tax Invoice that complies with the requirements of clause 5.4 and where the details on the invoice correspond exactly with the hours of work on the Plant Sheets, and the Plant Hire Rate registered. Contractors are not to contact the Council seeking payment prior to Twenty-One (21) days from receipt of the Tax Invoice. Where the Plant Sheets, Tax Invoice and plant hire rates do not correspond, Council’s Creditors Office will correspond with the Contractor’s nominated Administration Contact either by phone or email. Payment will be made to the Contractor within Twenty-One (21) days of agreement being reached.

The Contractor must submit with Registration their bank account details by completing Form One, as all payments will be made by Electronic Funds Transfer

1. Travel

Travel consists of the moving of an item of Plant to a new Site or the relocation of an Item of Plant from one Site to another.

The Contractor acknowledges and agrees that each road is considered to be one Site and the Contractor will not be paid to move camps within one Site.

Council will pay travel costs on a normal hourly rate for each item of plant. In cases where it is more economical or expeditious that a float be hired from another Contractor to transport items of plant, then this shall be carried out.

In cases where a float is hired to transport Plant, a separate Plant Sheet will be provided detailing the hours associated with the float.

Council will pay travel of the Plant to the Site, either the distance from the nearest Council depot or the Contractor’s depot, whichever is the lesser. At the end of the Hire Period, Council will pay travel to Council’s Depot or the Contractor’s Depot, whichever is the lesser.

Council will pay travel from the completed Site to the new Site.

When Plant is being moved, there are two categories;

* + 1. **Self Propelled** Plant which travels under its own power. Travel costs will be paid per hour on a normal hourly rate
    2. **Floated** Plant which requires floating. Travel costs will be paid per hour, for the float only.

When travelling to the Site, the Contractor travels at their own risk, holding full responsibility for the Plant and Plant configuration. **The Contractor must comply with all Transport NSW Standards and Regulations when travelling on any public roads.**

1. Period and Termination of Hire

Council may terminate the hire of Plant on twenty four (24) hours' notice for any reason. Without the consent of Council, the Contractor may not terminate earlier than the time of the expiration of the anticipated period of hire specified by Council, unless due to mechanical failure. These conditions apply to any extension of the hire

If the Contractor fails to deliver the Plant at the commencement of the Hire Period, or without the consent of Council, withdraws the Plant before the expiration of the Hire Period or commits any breach of the conditions of plant hire, the Council may recover from the Contractor any costs, expenses or damages thereby incurred.

Should Council be dissatisfied with the condition, quality, capacity of the Plant, performance of the operator, or should a breach of the conditions of the Contract occur, the Contractor is not entitled to the amount, if any, for the travel from site of the plant, or for travel to the site of a replacement item if such is required by the Engineer.

On termination of the hire under clause 5.7(b) and (c) above, the Contractor shall forthwith remove the Plant from the Site. If the Contractor fails to remove the Plant then Council may, after reasonable notice to the Contractor, dispose of the plant and if by sale, shall account to the Contractor for any nett proceeds.

Council reserves the right to carry out safety inspections on the Plant at any time.

Council will also inspect the safety aspects of the operator in relation to all requirements set out in the Contract, along with their overall safety performance in carrying out their required duty.

As a result of such inspections, Council reserves the right to stand down any operator or item of Plant where they have been deemed to be unsafe by Council. This requirement is in accordance with Central Darling Shire’s Safety Management System.

1. Risk

Except to the extent that Plant is lost or damaged by a wilful and malicious act of the Council’s employees, all Plant hired to the Council is at the care and risk of the Contractor at all times. The operator is supplied by the Contractor and remains the servant and agent of the Contractor.

The Contractor indemnifies the Council against any claim, liability, loss or damage, including the costs of defending or settling any action or claim, in respect of;

* + 1. personal injury or the death of any person, and
    2. loss of or damage to any property (including the property of the Council), and
    3. any other loss however arising suffered by the Council,

arising out of or in connection with the hire and use of Plant by the Council.

1. Insurance

The Contractor must have and maintain the following policies of insurance in forms acceptable to, and with insurers approved by the Council, during the Hire Period:

* + 1. Worker’s Compensation Insurance under the Worker’s Compensation Act 1987 (NSW), Worker’s Compensation Legislation Amendment Act 2012 and Worker’s Compensation Amendment Act 2015, covering all persons employed or deemed to be employed by the Contractor in connection with the Hire (including, without limitation, all Operators).
    2. A Broadform Public and Products Liability Policy appropriate to the Contractor’s activities for an amount of **not less than $20 million**, for any one occurrence in respect of any liability for:
       1. personal injury or death of any person; and
       2. loss of or damage to property including property of the Council arising out of or in connection with the hire or use of the Plant.

The Public and Products Liability Policy must contain a “cross liability” clause so that each of the insured parties will be considered as a separate and distinct unit and the term “Insured” in the policy will apply to each party as if a separate policy had been issued to each of the parties in its name alone and the insurers waive all rights of subrogation or action, which they may have or acquire against any of the parties.

* + 1. Motor Vehicle/Plant – Third Party Property Damage insurance to cover the registered motor vehicle being used to deliver or service a plant item, and the registered plant item (or plant with an unregistered vehicle permit), provided by the Contractor. The motor vehicle/plant insurance can either be a “comprehensive motor vehicle insurance” or “third party property damage motor vehicle insurance” where the limit of liability should **not be less than $20 million**.

The Motor Vehicle / Plant insurance policy must contain a “cross liability” and a “waiver of subrogation” clause as required in the Broadform Public and Products Liability Policy.

* + 1. Current NSW Compulsory Third Party Personal Injury (CTP) Insurance and current Registration as required by Transport NSW
    2. Such other insurances as may from time to time be required by the Council.

The Contractor must ensure that each policy under clause 14.1, other than Worker’s Compensation Cover, is in the name of the Contractor and the Council as an additional named insured as defined in clause 14.3 below.

Without in any way limiting the circumstances where the Council may make a claim as an additional named insured, the Council must have the right to claim under the relevant policy where:

* + 1. there is loss or damage to any Council property;
    2. an employee of the Council is injured due to the negligence of the Contractor or its employees, agents or subcontractors;
    3. a third party is claiming against the Council (or has joined the Council) for loss or damage to the third party’s property or injury to the third party:
       1. as a consequence of the act or omission of the Contractor or its employees, agents or subcontractors, or
       2. arising out of the use of plant hired without an operator and is operated by a Council employee or its agent.

The Contractor shall pay insurance deductibles/excess relating to insurances required under the Contract.

No policy of insurance is to contain any exclusion, endorsement or alteration unless first approved by the Council.

Insurances held by the Contractor are to be subject to jurisdiction of Australia (including all States and Territories of Australia).

Each of the Contractor’s subcontractors and any other persons invited onto a Council site by the Contractor must have and maintain insurances as per clause 14.1during periods of their engagement or presence on site.

The Contractor must hold the following evidence of insurance covers at its office:

* + 1. up to date certificates of currency for each policy noting the Council as an additional named insured; and
    2. a copy of each policy duly issued, stamped and signed by the insurer.

If a notice of cancellation is given to the Contractor’s insurance the Contractor must cease to operate for the Council and immediately notify the Council.

The Contractor must supply a copy of the three current insurance policies listed in clause 5.9. These copies are to be attached to the Company Details for Registration Form. Council will also conduct random audits to sight the original insurances held by the Contractor. The Contractor will assist in the audit and provide evidence of the terms and currency of the insurances whenever requested by the Council. When the following insurances expire, it is the Contractor’s responsibility to submit evidence of the renewed policy to Council’s Shire Services Department.

1. Registration Certificate and Licences

All Plant tendered and associated service vehicles not exempt from registration must be either fully registered, covered by an unregistered vehicle permit or ‘exempt from registration’ for the duration of hire and travel to and from all work sites. The appropriate registration label must be affixed in a secure, visible location. All old labels must be removed.

Operators must hold current driving licences and WorkCover certificates for the item of plant which they are operating. Items requiring WorkCover operation Tickets include;

* + 1. Forklift LF

A copy of all operator’s current motor vehicle driver’s licence and WorkCover Certificates must be attached to each Nominated Operators Form, Form Three.

Grader drivers, Loader operators and slasher operators must hold current Safework Apply Traffic Control Plans Certificates.

A copy of all current registration papers must be attached to the Schedule of Plant Hire form for each item of plant. When Plant Registration expires a copy of the new registration must be sent to the Council’s Engineering Department.

1. Contractor’s General Responsibilities

The Contractor must supply plant in good working order and maintain the plant in that condition.

Unless otherwise specifically advised in the Services Order, the Contractor must unload and load the plant at the site.

When the plant is required for night work or when so instructed by Council, the Contractor must fit efficient lights to the Plant as required by WorkCover.

The Contractor must ensure that the Plant is safe and supplied with all necessary shields, guards, spark arrestors, lights, indicators and other safety apparatus.

Plant must have at least one amber beacon which is wired through the ignition switch and is active whenever the plant is travelling or in operation on the job site. The beacon shall be mounted as near as possible to the top for the plant, and be clearly visible in normal daylight at a distance of 200 metres in all directions. The beacon shall be either a rotating type (minimum 55 watt halogen), LED (minimum 25 watts) or strobe light (minimum 8 joule double pulse) type, in reference and accordance with Appendix A, Clause 2.1.7.

The Contractor must have trained and competent operators to operate all items of Plant registered.

The Contractor must reinstate at their own expense any gates, fences, grids or other property damaged during their operations, including cleaning out grids, which have been filled or partly filled by their operations. The Contractor is also responsible for the replacement cost of guideposts which are damaged by known operators.

The Contractor must pay all wages, overtime, accommodation, travelling expenses and other entitlements of the operator and of any other personnel necessary for the efficient operation of the Plant.

The Contractor must provide accommodation for its operators, including its own suitable power, drinking and washing water, shower and sanitary facilities, and make provision for the disposal of all effluent and wastes in accordance with legislative requirements. No waste is to be disposed of at the camp site or work site. The Contractor is also responsible for the supply of all drinking and domestic water for its operators on Site.

It is the Contractor’s responsibility to ensure that all auxiliary plant and equipment used by the Contractor complies with all Safework and Transport NSW Legislation Requirements.

The Contractor must supply all fuel, oil, grease, spare parts, cutting edges, tyres, etc, for the continuous and satisfactory operation of the Plant.

The Plant must be ready to commence operations on each work site at the starting time each day. ‘Plant Start-Up Check’ sheets are to be completed by each operator every morning prior to the commencement of work. This is to be undertaken outside normal working hours.

‘Hired Plant & Operator Checklist’ forms are to be completed at the commencement of work at every new Site.

The Plant must work continuously as required during the Hire Period.

The Contractor must carry out all repairs to the plant expeditiously. As far as practicable, all adjustments and repairs shall be carried out on wet days or outside normal working hours. The Contractor shall provide all tools and equipment required to carry out repairs.

The Contractor must ensure that when the Plant is unattended on a Site that the Plant is in a safe condition and is not liable to be or to become a safety hazard.

All items of Plant must be fitted with UHF CB transceivers to allow easy communication on work sites for work instruction and safety requirements. Transceivers shall only be used for work related matters when on a work site, and not for general conversational use.

The Contractor must supply all necessary equipment to permit effective communication between the Contractor’s operator and the Contractor’s depot.

All items of Plant registered must have a complete First Aid Kit and a working, suitable, compliant fire extinguisher in the cabin to be used in the case of an emergency.

The Contractor and all operators are required to undergo Council’s general induction prior to commencing any work within Central Darling Shire. Further, the Contractor and each operator is required to complete a Site-Specific Risk Assessment (template provided by Council) before commencing work on any new site and at the start of each period on any ongoing site. Site Specific Risk Assessments undertaken by Contractors are to be available for inspection and held on Site.

1. Inspections

The Council reserves the right to inspect plant prior to commencement of hire and during the Hire period. The Contractor shall make the plant available for inspection when required.

The inspection will certify that the machine is capable of carrying out the work for which it is to be hired, and that it conforms to all statutory requirements, including the Work Health and Safety Act. A copy of the Inspector’s Report will be provided to the Contractor in those cases where the machine has been assessed as not suitable or unsafe.

1. Traffic Control

A current Traffic Control Plan (TCP) applies to every worksite. Council is responsible for the administration of all TCP’s. All operators are to work in accordance with the TCP. Where a worksite has a Council supervisor present, that supervisor is responsible for implementation of the TCP’s. Where a worksite does not have a permanent Council supervisor present, the senior plant operator (Grader driver, loader operator or slasher operator) is responsible for the implementation of the TCP’s.

Every operator is to work within the boundaries as outlined by the person responsible for the TCP on that Site.

Grader drivers, Loader operators and slasher operators must hold current Roads and Maritime Services Implement Traffic Control Plans Certificates.

Council will supply each Maintenance Grader with two sets of relevant warning signs in accordance to Australian Standard 1742.3 “Manual of Uniform Traffic Control Devices, Part 3 – Traffic Control Devices for Works on Roads” and the relevant TCP. As Stated above, the operator is responsible for the implementation of the TCP.

The warning signs shall be weighted or pegged down at all times.

1. Haulage Equipment

Vehicles or equipment hauling material over public roads shall be fitted with tight tailgates and shall have a freeboard of not less than 75mm without cones or piles material that may spill on to the roadway. Vehicles when loaded shall comply with the requirements of the Roads Act 1993 or such lower load limit as may have been set by the relevant authority.

1. Assignment and Sub-Letting

The Contractor shall not assign or sub-let plant hire or any part thereof without the approval in writing of the Council.

1. Substitution

A Contractor may substitute another machine if the registered item of Plant becomes unserviceable or is sold during the Hire Period providing the Council is notified in writing with a completed copy of a Schedule of Rates Form with full details of the replacement machine.

A substitution cannot be made for a machine that is unavailable with a more expensive tendered machine, unless the Contractor offers it at the same rate as the unavailable machine.

1. Tow Multi-Tyred Rollers

Grader drawn multi-tyred rollers are to be supplied with the appropriate compactor tyres and are to be loaded to the maximum carrying capacity recommended by the manufacturer. Rollers with standard vehicle tyres fitted will not be hired. Additional payment for graders or loaders will not be made when towing their own multi-tyred rollers. Any additional costs are to be allowed for in the hire rate for the roller.

1. Consequences of Non-Compliance

If the Contractor breaches the Contract, the Principal may stand down items of Plant associated with such breaches. The stand down periods will be for a minimum of one week but may be indefinite, unless otherwise determined by Council, taking into consideration the seriousness of the breach.

Council at all times reserves the right to cancel an item of Plant Registered for serious or continual breaches of the Contract.

1. Dissatisfaction with Director Shire Services

If a Contractor is dissatisfied with any direction of the Council’s Overseer/Ganger then the Contractor has a right to refer his/her concern to Council’s Engineer, who has the power to review and change any direction of the Overseer/Ganger.

Similarly, if a Contractor is dissatisfied with any direction of the Engineer then the Contractor has a right to refer his concern to Council’s General Manager, who has the authority to review and change any direction of the Engineer.

1. Disclosure of Interests

The Contractor will be required to make declarations of full names of partnerships, and in the case of companies, Directors and General Mangers full names must also be supplied.

1. Performance Reviews and Auditing

The Council will conduct on going performance reviews of the Contractor to assess the overall performance of plant hired.

The Council reserves the right to audit all Contractors at any time during the Registration Period in regard to the necessary Insurance policies and Registration papers as listed in Clauses Twelve (12) and Thirteen (13). Council retains the prerogative and authority to view these policies at any time.

1. Purchase of new plant after the Registrations Close

If a Contractor replaces an item of plant which they register for hire, the Council must be notified immediately. If the Contractor chooses to change the rate of the new item of plant, then they must re-submit to the Council a new item on a new Schedule of Plant Hire Rates Form. If Council is not informed, the new item of plant will be paid at the original rate of the old plant item.

1. Work Health and Safety

The Contractor must comply with Council’s safety requirements, WorkCover requirements, the Work Health and Safety Act 2011 and the Work health and Safety Regulation 2017 (NSW). This includes the Contractor and any other person on the worksite for whom the Contractor is responsible.

All on site personnel (Contractors and operators) must have a **current general construction induction training card (White Card)** in accordance with Work Health and Safety Regulation 2017.

It is the responsibility of the Contractor that all of their operators must wear safety boots and safety vests at all times on the work site. Council reserves the right to stand plant down immediately when an operator is sighted not wearing a safety vest or safety boots.

The Contractor is also responsible for the wearing of Hearing Protection where required.

The Contractor and the operators must complete Council’s general induction prior to start of the hire period.

The Contractor must provide a signed Site-Specific Risk Assessment on a weekly basis. Payment may be withheld if contractors are not complying with WHS requirements.

1. Project Management System

The Contractor is responsible to supply Council with a complete copy of their company Project Management System Documentation including an Environmental Management Plan, Quality Plan, and Safety Plan. This system is then to be examined by Council to ensure the Management System is to the required standard.

Where the supplied Management System from the Contractor does not meet the standard required by Council, or where Contractors do not have their own Management System, the Contractor may agree to adopt and work under the Council’s Management System. Plant will not be hired from any company where an agreement to work under Council’s Management System or supply an acceptable Management System of their own, has not taken place.

1. Safe Working Method Statements

The Contractor must carry out all duties in adherence to the relevant Safe Work Method Statement for that duty. The Safe Work Method Statement will be administered to the Contractor by Council Representatives.

**APPENDIX A**

**TRUCK AND PLANT REQUIREMENTS**

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Description automatically generated**TRUCK AND PLANT REQUIREMENTS**

Specification

Roads and Maritime Services | July 2019

Document No. | RMS TPR-G22 | Issue no: 2

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**Truck and Plant Requirements**

**TPR-G22**

Issue No. 2

i

**CONTENTS CLAUSE PAGE**

1 TRUCK REQUIREMENTS.............................................................................................................1

1.1 Registration................................................................................................................1

1.2 General Safety Requirements .....................................................................................1

1.3 Mechanical Requirements ..........................................................................................2

1.4 Cab/Chassis Requirements .........................................................................................3

1.5 Miscellaneous Requirements ......................................................................................3

1.6 Nonconformity...........................................................................................................5

2 PLANT REQUIREMENTS .............................................................................................................6

2.1 Registration Requirements..........................................................................................6

2.2 General Safety Requirements .....................................................................................7

2.3 Mechanical Requirements ........................................................................................12

2.4 Chassis Requirements...............................................................................................12

2.5 Miscellaneous Requirements ....................................................................................13

2.6 Nonconformities.......................................................................................................14

APPENDIX A – REFERENCED DOCUMENTS .........................................................................................18

**TPR-G22**

**Truck and Plant Requirements**

ii

Issue No. 2

**REVISION REGISTER**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Ed/Rev**  **Number** | **Clause**  **Number** | **Description of Revision** | **Authorised**  **By** | **Date** |
| Issue 1 |  | First issue. | MCQ | 29.05.19 |
| Issue 2 | 1.2.4  1.2.6 1.5.11  2.2.12  2.3.6 | Reverse alarm requirement on the truck and trailer combinations changed.  RMS changed to NHVR.  Heading title changed.  Evidence of service records requirement added.  Heading title changed.  Evidence of service records requirement added.  Sentence reworded. | MCQ | 23.07.19 |

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Issue No. 2

1

**RMS SPECIFICATION TPR-G22**

**TRUCK AND PLANT REQUIREMENTS**

**1 TRUCK REQUIREMENTS**

All trucks must comply with the *Work Health and Safety Act 2011 (NSW)* and associated Regulations, Commonwealth and other NSW legislation, and relevant Australian Standards, in addition to the requirements set out below.

**1.1 REGISTRATION**

All trucks must meet the current requirements for NSW registration and have full registration for the duration of the hire.

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| --- | --- |
| **1.2** | **GENERAL SAFETY REQUIREMENTS** |
| **1.2.1** | **Neutral Start Switches** |
| Neutral start switches must operate on all trucks with automatic transmissions. | |
| **1.2.2** | **Brakes** |
| Service brakes, parking brakes and trailer brakes must be fully operational and free from any defects. Air brake systems must be free from leaks and contamination. | |
| **1.2.3** | **Seat Belts** |
| Seat belts when fitted must be free of defects and worn at all times. Seat belts must not be removed where they are fitted as part of the original manufacturer’s equipment. | |
| **1.2.4** | **Reverse Alarm** |

All trucks must be fitted with a reverse alarm that is automatically activated when reverse gear is selected.

Alarms which vary the output in response to changes in the surrounding noise level, i.e. self-adjusting type alarms (e.g. “Smart Alarm”), are preferred.

The alarm’s noise level range must be:

(a) 87 to 112 dB(A) for self-adjusting tonal (beeper) alarms at 1 metre distance from the alarm; (b) 87 to 107 dB(A) for self-adjusting broadband (squawker) alarm.

All self-adjusting tonal and broadband alarms must be mounted with an unobstructed “vision” to the rear of the truck. All alarms must be clearly audible above the noise level of the truck. Fixed output reverse alarms must have a minimum noise level of 87 dB(A).

Truck and trailer combinations must be fitted with a reverse alarm on the prime mover and on the rear- most trailer.

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2

Issue No. 2

**TPR-G22 Truck and Plant Requirements**

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| **1.2.5** | **Compulsory Signs** |
| Tipper trucks must have a NSW Electrical Hazard Warning notice fitted which is clearly visible to the driver whilst the hoist is being operated. The Electrical Hazard Warning must display the minimum safe working distances. | |
| **1.2.6** | **Amber Beacon** |
| Trucks must have at least one amber beacon that is active whenever the truck is travelling or operating on the job site.  The beacon must be either: | |
| (a) (b) (c) | halogen rotating type, minimum 55 watts; or LED, minimum 25 watts; or  strobe light, minimum 8-joule double pulse. |
| The beacon (whether halogen, LED or strobe) must: | |
| (i) (ii) | flash between 120 to 200 times per minute; be mounted as near as possible to the top of the truck; |

(iii) be clearly visible in normal daylight up to a distance of 200 metres (and closing) in all

directions.

The amber beacon must not be a strobe light for trucks operating under an NHVR issued Class 1 Oversize Overmass permit and must be clearly visible at a distance of 500 metres.

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| **1.3** | **MECHANICAL REQUIREMENTS** |
| **1.3.1** | **Leaks** |

The engine, transmission, driveline, hydraulics and fuel system must not have any leaks that allow oil or fuel to drip on the road surface, exhaust system or onto brake components. Steering and brake systems must be free from leaks. Use of catch trays or tanks to contain leaks is unacceptable as a remedy.

**1.3.2 Engine**

The engine must start easily and provide sufficient power. Frequent jump-starting is dangerous and unacceptable.

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| **1.3.3** | **Cooling System** |
| The cooling system must provide efficient cooling for all types of climatic conditions. All drive belts and hoses must be free from deterioration and/or leaks. | |
| **1.3.4** | **Exhaust System** |
| The exhaust system must be free from leaks and be securely mounted. | |
| **1.3.5** | **Exhaust Smoke** |

Trucks must not emit visible smoke for continuous periods of more than 10 seconds (refer *Protection of the Environment Operations Act 1997 (NSW)*).

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Issue No. 2

3

**TPR-G22 Truck and Plant Requirements**

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| **1.3.6** | **Transmission and Final Drive** |
| The transmission and final drive must operate to the manufacturer's specifications and be free of leaks. | |
| **1.3.7** | **Hydraulics** |

All hydraulic functions must respond quickly and smoothly, and be free from leaks and hydraulic creep.

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| **1.4 1.4.1** | **CAB/CHASSIS REQUIREMENTS**  **Cabin** |
| The cabin must be free from damage, cracks, advanced rust, missing or loose bolts, sharp edges or protrusions that could cause injury.  Steps and handrails must be in good condition as originally manufactured. | |
| **1.4.2** | **Windows** |

The windscreen and all other windows must be free from defects that impair visibility. All glass must be of an approved safety type.

**1.4.3 Suspension**

Suspension components must not be broken, loose, cracked, cut, missing or modified. All nuts, bolts and locking devices must be in place and secure. The maximum allowable wear in any suspension component must not exceed manufacturers’ specifications, or where these are not available, 3 mm.

**1.4.4 Steering**

Steering components must not be broken, loose, cracked, cut, missing or modified. All nuts, bolts and locking devices must be in place and secure. The maximum allowable free play in any steering joint must not exceed manufacturers’ specifications, or where these are not available, 3 mm. Rotational free play at the steering wheel must not exceed 100 mm.

The steering must operate smoothly in both directions.

**1.4.5 Tyres**

Tyres must be free from deep cuts, bulges, exposed cords or other signs of carcass failure. Tyres must be of the correct type, load rating and size to suit the wheel rims and must meet all legal requirements.

|  |  |
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| **1.5 1.5.1** | **MISCELLANEOUS REQUIREMENTS Controls and Switches** |
| Controls and switches must be in good condition, perform as designed and be clearly and permanently labelled to indicate the direction of movement and/or function. | |
| **1.5.2** | **Seats** |

All seats must be in good condition, secure and must not affect the operator’s ability to operate the truck.

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4

Issue No. 2

**TPR-G22 Truck and Plant Requirements**

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| **1.5.3** | **Work Attachments/Tools** |
| All attachments must be in good condition and working order. | |
| **1.5.4** | **Fifth Wheel (Turntable)** |
| Clearance in the fifth wheel must be within the manufacturer’s specifications. | |
| **1.5.5** | **Electrical System** |

All electrical equipment must operate as intended by the manufacturer. Electrical wiring and connections, both inside and outside the truck, must be secure and free from any damage or corrosion. Insulation must not be chafed or exposed to excessive heat.

The battery must be securely mounted and free from any cracks or leaks. Loose electrical connections, which could cause arcing, are unacceptable.

|  |  |
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| **1.5.6** | **Truck Security** |
| Parts of the truck which are critical to its operation and which are subject to vandalism must be adequately protected. Cabins must be capable of being locked. | |
| **1.5.7** | **Tarping** |
| Provide secure tarping to cover loads carried. | |
| **1.5.8** | **Truck Body** |

Trucks and trailers with hydraulic tipping bodies must have a self-supporting safety prop permanently attached to support the body when required. Tip-over axle/body tippers are exempt from safety props.

Bodies must be free of any defects that will allow any loss of material.

**1.5.9 Tow Bar**

Tow couplings must be stamped with the manufacturer’s name and capacity.

Trailer brake connections must be dual line air with self-sealing quick release couplings. Safety chain connections must be of an approved type and capacity.

**1.5.10 Truck Operating and Safety Information**

Ensure that the owner’s manual and any other safety information provided for the truck is readily available for the use of truck drivers and other persons affected by the operation of the truck.

A copy of plant risk assessment and safe work method statement must also be readily available for use by the truck driver.

**1.5.11 Daily Inspection and Service/Maintenance Records**

Daily inspections must be carried out and reports must be filled out prior to the commencement of each shift and must be available in the truck for inspection.

Evidence of service records must be readily available in the truck.

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Issue No. 2

5

**TPR-G22 Truck and Plant Requirements**

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| **1.6** | **NONCONFORMITY** |
| A truck with any of the following nonconformities must not be used on the Site for the Works: | |
| (a) (b) (c) (d) (e) (f) (g) (h) (i) | defective neutral start where an automatic transmission is fitted; defective service, park or emergency brakes;  defective seat belt or absence of a seat belt when required; inoperative or inaudible reverse alarm;  dangerous suspension, steering or tyres;  dangerous chassis defects;  continuous dark exhaust smoke;  truck is unregistered;  any other condition which could impair the safe operation of the truck. |

If the truck is on the Site at the time the nonconformity is identified, it must be immediately removed from the Site.

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6

Issue No. 2

**TPR-G22 Truck and Plant Requirements**

**2 PLANT REQUIREMENTS**

All plant must comply with the WHS legislation and relevant Australian Standards or equivalent, in addition to the requirements set out below.

|  |  |
| --- | --- |
| **2.1** | **REGISTRATION REQUIREMENTS** |
| **2.1.1** | **Registration** |
| All registrable plant must meet the current requirements for NSW registration and have either full or conditional registration.  Both number plates must be securely attached to and clearly displayed on the plant item. | |
| **2.1.2** | **Equipment** |

The minimum equipment requirements for plant are shown in Table 2. These requirements are in accordance with those in the RMS Conditional Registration Vehicle Sheets.

**2.1.3 Windscreen Wipers**

Plant with windscreen must have an operative windscreen wiper, which effectively clears the screen directly in front of the operator and gives an adequate view in front of the plant. Wipers fitted to other windows must also operate effectively.

**2.1.4 Lights and Reflectors**

The requirements for lights and reflectors are shown in Table 2.

Plant for night work must have suitable and efficient lights, including headlights or work lights.

**2.1.5 Reflective Tape**

Plant required to be fitted with reflective tape are shown in Table 2.

|  |  |
| --- | --- |
| **1.** | **Material**  The tape must be **red** and **yellow** with a retro-reflective surface. Photometric performance and |

durability must comply with Class 2 in accordance with AS/NZS 1906.

**2. Size**

Tape must be in strips of at least 50 mm high by 200 mm long. Plant which are over 6 metres in length require additional tape to be fitted to the centre of the machine.

**3. Installation**

The tape must be evenly applied to the rear and sides of the plant. Tape must not be applied to the front of plant.

Where practical, the lower edge of the tape must be between 400 mm and 1,500 mm from the ground, with the outermost edge less than 150 mm from the corners of the plant.

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Issue No. 2

7

**TPR-G22 Truck and Plant Requirements**

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| **2.1.6** | **Horn** |
| All plant must be equipped with a clearly audible horn. Exhaust whistles, compression whistles, sirens or alternating tone horns are not acceptable. | |
| **2.1.7** | **Amber Beacon** |
| Plant must have at least one amber beacon that is wired through the ignition switch and is active whenever the plant is travelling or operating on the job site.  The beacon must be either: | |
| (a) (b) (c) | halogen rotating type, minimum 55 watts; or LED, minimum 25 watts; or  strobe light, minimum 8-joule double pulse. |
| The beacon (whether halogen, LED or strobe) must: | |
| (i) (ii) | flash between 120 to 200 times per minute; be mounted as near as possible to the top of the plant; |

(iii) be clearly visible in normal daylight up to a distance of 200 metres (and closing) in all

directions.

Truck mounted plant may be fitted with a switch to turn the beacon off when travelling on roads outside the jobsite.

Green flashing lights must not be used on any item other than a stationary operational fire brigade, accredited NSW Rural Fire Service, ambulance or police emergency site command vehicle.

**2.1.8 Rear Vision Mirrors**

All plant must be fitted with rear vision mirrors that provide adequate rear vision on both sides of the plant.

|  |  |
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| **2.2** | **GENERAL SAFETY REQUIREMENTS** |
| **2.2.1** | **Neutral Start** |

Neutral start switches must operate on all transmissions other than manual gearboxes fitted with a mechanical type clutch. Excavators and skid steer loaders are exempt from the normal type of neutral start switch; however, travel levers must self-centre to the neutral position.

All OEM safety equipment/hydraulic locks must operate as originally designed.

**2.2.2 Service Brakes**

Brake components must be free from leaks or defects and be securely mounted. Brake controls must be fully operational and free from any defects. Air tanks must be free of contamination.

Plant fitted with steel drums or a combination of steel drums/rubber tyres or tracks, while on the maximum operating gradient specified by the manufacturer, must be capable of stopping within the distances shown in the table below:

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Plant fitted with rubber tyres, while on the maximum operating gradient specified by the manufacturer, must be capable of stopping within the distances shown in the table below:

Where it is not possible to test the brakes of load-carrying plant in a loaded condition, e.g. water tankers and dump trucks, this plant may be subjected to a brake test in a loaded condition at a time agreed with you.

|  |  |
| --- | --- |
| **2.2.3** | **Park Brake** |
| On implement-type plant, the park brake must be capable of holding the plant item on an incline of: | |
| (a) (b) | 15%, i.e. approximately 1 in 7 or 9 degrees to the horizontal, for wheeled plant; or 25%, i.e. 1 in 4 or 14 degrees to the horizontal, for rollers. |

For truck-mounted plant, the emergency brake must be capable of stopping the truck within the distances shown in the table below:

8

Issue No. 2

**TPR-G22 Truck and Plant Requirements**

|  |  |
| --- | --- |
| **Plant operating mass** | **Stopping distance from 5 km/h** |
| Less than 5,400 kg | 1.2 metres |
| 5,400 kg to 13,600 kg | 1.5 metres |
| Greater than 13,600 kg | 1.9 metres |

|  |  |
| --- | --- |
| **Plant operating mass** | **Stopping distance from 30 km/h** |
| Up to 2,500 kg | 9 metres |
| Greater than 2,500 kg | 14 metres |

|  |  |
| --- | --- |
| **Plant operating mass** | **Stopping distance from 30 km/h** |
| Up to 2,500 kg | 22 metres |
| Greater than 2,500 kg | 34 metres |

**2.2.4 Emergency Stop Devices**

Emergency stops must be prominent, clearly and durably labelled and easily accessible to the operator. Handles, bars or push buttons must be coloured red. These devices must not be affected by any electrical or electronic malfunction.

**2.2.5 Protective Structures**

Earthmoving machinery (designed to have a mass of 700 to 100,000 kg) must be fitted with a protective structure conforming to AS 2294.

Tractors designed to have a mass of 560 kg or more, but less than 15,000 kg, must be fitted with a protective structure conforming to AS 1636.

The following International Standards may also be applicable for excavators:

(a) ISO 12117; (b) ISO 12117-2.

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Issue No. 2

9

**TPR-G22 Truck and Plant Requirements**

**Exceptions:**

There are exceptions to the rules about protective structures. To apply these exceptions, a risk assessment for the risks from falling objects or tip-over or roll-over must be carried out and alternative control measures established.

The following types of earth-moving machinery may be excepted:

|  |  |  |  |
| --- | --- | --- | --- |
| (i) |  | power shovels; draglines; |  |
| (ii) | |
| (iii) paving machines; | | |  |
| (iv) equipment designed to be operated by a person in a standing position. | | | |
| **2.2.6** | | **Seat Belts** |  |
| All earth-moving machinery fitted with a roll-over protective structure must be fitted with seat belts conforming to one of the following Standards: | | | |
| • | Australian Standard | | AS 2664; |

• Society of Automotive Engineers SAE J386;

• International Standard ISO 6683.

All tractors fitted with a roll-over protective structure must be fitted with seat belts conforming to one of the following Standards:

• Australian/New Zealand Standard AS/NZS 2596;

|  |  |  |
| --- | --- | --- |
| • | Society of Automotive Engineers | SAE J386 or equivalent. |
| Each seat belt assembly or part assembly must be permanently and legibly marked with the following: | | |
| (a) (b) (c) | manufacturer’s name and trademark;  date of manufacture by month and year; manufacturer’s identification code (relevant standard). | |

**Exclusions:**

Earthmoving equipment, which under the previous Clause 2.2.5 may or may not be required to have protective structures, must be assessed individually for their requirement for seat belts, depending upon their safe operation and risk assessment outcomes; for example, earthmoving equipment, which has been designed for safe operation with the operator in a standing position.

The exclusions outlined above may be applied providing that the risks associated with not complying with the above requirements have been identified and assessed and other means are used to control them. The risk assessment must be in writing and the controls must form part of the Safe Work Method Statement.

**2.2.7 Reverse or Travel Alarm**

All plant must be fitted with a reverse alarm, which is clearly audible and automatically activated when the reverse gear is selected.

Excavators and plant with restricted operator vision in both forward and reverse directions must be fitted with a travel alarm, which operates in both directions. Alternatively, two alarms may be fitted.

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10

Issue No. 2

**TPR-G22 Truck and Plant Requirements**

Alarms which vary the output in response to changes in the surrounding noise level, i.e. self-adjusting type alarms (e.g. “Smart Alarm”), are preferred.

The alarm’s base noise level must be not less than 87 dB(A) measured at a distance of 1 metre.

All self-adjusting tonal (beeper) and all broadband (squawker) alarms must be mounted with an unobstructed “vision” to the rear of the plant. Fixed output reverse alarms with a minimum noise level of 87 dB(A) are acceptable.

For rollers with an operating mass less than 4,500 kg, an alarm with a base noise level of 85 dB(A) is acceptable, provided the plant:

|  |  |
| --- | --- |
| (a) (b)  **2.2.8** | has a noise level less than 80 dB(A); does not have an enclosed cab.  **Compulsory Signs** |
| Minimum compulsory sign requirements are shown in Table 1 at the end of this section. | |
| **1.** | **Hearing Protection**  Any plant with a noise level above 85 dB(A) must be fitted with two 225 mm hearing protection signs, one on each side, and one 50 mm hearing protection sign fitted to the operator’s console. |

**2. Safe Working Load**

Safe working load signs must be distinctively labelled on all backhoes, excavators and loaders that are used for lifting loads.

**3. Electrical Hazard Warning**

Plant whose height can alter whilst working must be fitted with a NSW Electrical Hazard Warning notice that displays the minimum safe working distances.

**4. Roll-over Hazard - Seat Belt Warning**

All plant fitted with a roll-over protective structure (ROPS) canopy must have a safety sign warning that a roll-over hazard exists, requiring the operator to wear the seat belt.

**5. Articulation Joint Crush Zone**

**6. Hydraulic Steering**

Plant with hydraulic steering must have a sign warning of the importance of maintaining hydraulic fluid level.

**7. Confined Space**

Plant with a confined space, e.g. water tankers, must have a sign fitted near the entry point to the confined space.

**8. Dual Control**

**9. Left Hand Drive**

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Issue No. 2

11

**TPR-G22 Truck and Plant Requirements**

|  |  |
| --- | --- |
| **10.** | **Water-filled Tyres**  Plant with water-filled tyres must have a warning sign adjacent to each tyre. |

|  |  |  |
| --- | --- | --- |
| **11.** | **Lime/Cement Spreaders**  Lime/cement spreaders are to be fitted with the following warning signs to advise the operator of the personal protective equipment to be worn: | |
|  | (i) (ii) | dust mask;  eye protection (goggles not glasses); |
|  | (iii) gloves; (iv) overalls. | |
| **2.2.9** |  | **Quickhitch** |
| All hydraulic quickhitches must comply with AS 4772:2008. The quickhitch and all attachments must be correctly matched to each other.  Hitches must be identified with: | | |
| (a) (b) (c) (d) (e) | a unique identification mark; manufacturer’s name and model; maximum rated attachment capacity; mass of the hitch;  lift point capacity (kg). | |

**2.2.10 Machinery Guards**

All rotating, moving or hot components must be fitted with an appropriate safety guard to prevent injury to any person.

**2.2.11 Plant Operating and Safety Information**

Ensure that the operator’s manual and any other safety information provided for the plant is readily available for the use of plant operators and other persons affected by the operation of the plant.

A copy of plant risk assessment and safe work method statement must also be readily available for use by the plant operator.

**2.2.12 Daily Inspection and Service/Maintenance Records**

Daily inspections must be carried out and reports must be filled out prior to the commencement of each shift and must be available in the plant item for inspection.

Evidence of service records must be readily available in the plant.

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12

Issue No. 2

**TPR-G22 Truck and Plant Requirements**

|  |  |
| --- | --- |
| **2.3** | **MECHANICAL REQUIREMENTS** |
| **2.3.1** | **Leaks** |

The engine, transmission, drive-line, hydraulics and fuel system must not have any leaks which allow oil or fuel to drip on the road surface, or on exhaust system or on brake components. Steering and brake systems must be free from leaks. Use of catch trays or tanks to contain leaks is unacceptable as a remedy.

|  |  |
| --- | --- |
| **2.3.2** | **Engine** |
| The engine must start easily and provide sufficient power. Frequent jump-starting is dangerous and unacceptable. | |
| **2.3.3** | **Cooling System** |

The cooling system must provide efficient cooling for all climatic conditions. All drive belts and hoses must be free from deterioration and/or leaks.

|  |  |
| --- | --- |
| **2.3.4** | **Exhaust System** |
| The exhaust system must be free from leaks and be securely mounted. | |
| **2.3.5** | **Exhaust Smoke** |
| Plant must not emit visible smoke for continuous periods of more than 10 seconds each (refer *Protection of the Environment Operations Act 1997 (NSW)*). | |
| **2.3.6** | **Transmission and Final Drive** |

The transmission and final drive must operate to the manufacturer’s specifications and be free of leaks.

Manual transmissions coupled to a hydrostatic drive must be locked in gear to prevent accidental gear selection, when a separate effective service brake is not fitted.

**2.3.7 Hydraulics**

All hydraulic functions must respond quickly and smoothly, and be free from leaks and hydraulic creep. The time for the hydraulics to “warm up” must be within manufacturer’s specifications.

Plant used as a crane with a safe working load greater than 1,000 kg must be fitted with anti-drop valves.

**2.4 CHASSIS REQUIREMENTS 2.4.1 Chassis/Frame**

The chassis/frame must be free from cracks, advanced rust, missing or loose bolts, sharp edges or protrusions that could cause personal injury.

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Issue No. 2

13

**TPR-G22 Truck and Plant Requirements**

**2.4.2 Body/Cabin/Steps/Handrails**

The body/cabin/steps/handrails must be free from cracks, advanced rust, missing or loose bolts, sharp edges or protrusions that could cause injury. All doors, door locks and latches must be secure and functional.

Plant with fully enclosed cabins that have no opening windows must have an operational air conditioner fitted.

Steps and handrails must be in good condition as originally manufactured.

**2.4.3 Windows**

The windscreen and all other windows must be free from defects that impair visibility. All glass must be of an approved safety type.

All window tint must comply with Vehicle Standards Information Sheet VSI 3 “Windscreens and window tinting”.

**2.4.4 Suspension**

Suspension components must not be broken, loose, cracked, cut, missing or modified. All nuts, bolts and locking devices must be in place and secure. The maximum allowable wear in any suspension component is 3 mm.

**2.4.5 Steering**

Steering components must not be broken, loose, cracked, cut, missing or modified. All nuts, bolts and locking devices must be in place and secure. The maximum allowable free play in any steering joint is 3 mm. Rotational free play at the steering wheel must not exceed 100 mm.

The steering must operate smoothly in both directions. The operation of the steering, from lock to lock, on plant with full hydraulic steering is to be checked at approximately half the maximum engine speed.

**2.4.6 Tyres**

Tyres must be free from deep cuts, bulges, exposed cords or other signs of carcass failure. Traction tyres must provide adequate grip. Tyres must be of the correct type, load rating and size to suit the wheel rims.

**2.4.7 Tracks**

Tracks and related equipment must be in good condition and must provide sufficient traction.

**2.5 MISCELLANEOUS REQUIREMENTS**

|  |  |
| --- | --- |
| **2.5.1** | **Controls and Switches** |
| All controls and switches must: | |
| (i) | be secure; |

(ii) function correctly and be free of excessive wear; (iii) perform as designed;

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14

Issue No. 2

**TPR-G22 Truck and Plant Requirements**

(iv) be permanently and clearly labelled to indicate the direction of the movement.

**2.5.2 Seat**

The operator’s seat must be in good condition, secure and must not affect the operator’s ability to operate the plant.

**2.5.3 Work Attachments/Tools**

All attachments must be securely mounted, free from cracks, leaks or any defects and be in good working order (attachments include items such as buckets, blades, cutting edges, tynes, hydraulic tools, etc).

**2.5.4 Articulation Joints**

Clearance in the articulation joint must be within the manufacturer’s specifications. There must also be a means of locking the articulation joint.

**2.5.5 Electrical System**

All electrical equipment must operate as intended by the manufacturer. Electrical wiring and connections, both inside and outside the plant, must be secure and free from any damage or corrosion. Insulation must not be chafed or exposed to excessive heat.

The battery must be securely mounted and free from any cracks or leaks. Loose connections, which could cause arcing, are unacceptable.

**2.5.6 Plant Security**

Parts of the plant that are critical to its operation and are subject to vandalism must be adequately protected, e.g. engine covers, console covers and cabins, by appropriate locking devices.

|  |  |
| --- | --- |
| **2.5.7** | **Noise Level** |
| Determine the noise level at the operator's position in accordance with AS/NZS 1269.1. The noise level will be: | |
| (a) | included in the information required by Clause 2.2.11 and the Project WHS Management Plan where appropriate;  the controls, that ensure people on the site are not exposed to noise levels which exceed a level |
|  |
| (b) |

equivalent to 85 decibels [85 dB(A)] over an eight hour day, are incorporated into the Safe Work Method Statement.

**2.5.8 Lifting Requirements**

Plant that may be used as cranes, e.g. backhoes, loaders and excavators, having components used for lifting, e.g. hooks and lugs, that do not have a manufacturer’s ID and SWL, require a structural engineer’s certificate for these components.

|  |  |
| --- | --- |
| **2.6** | **NONCONFORMITIES** |
| Plant with any of the following defects must not be used on the Site for the Works, and if the plant is located on the Site at the time the defect is identified, must be immediately removed from the Site: | |
| (a) | defective neutral start switch; |

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Issue No. 2

15

**TPR-G22 Truck and Plant Requirements**

|  |  |
| --- | --- |
| (b) (c) (d) (e) (f) (g) (h) (i) | defective service, park or emergency brakes;  defective seat belt or absence of a seat belt when ROPS is fitted; inoperative or inaudible reverse/travel alarm;  mechanical lock pin not available or not fitted to the quick hitch; machinery guards not fitted;  no manual transmission lock where required;  dangerous suspension, steering or tyres;  any other condition, which could impair the safe operation of the plant. |

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**G22**

(5) Lime/cement spreaders must be fitted with warning signs to advise eye protection, dust mask, gloves and overalls must be worn during operation.

(6) All plant with water-filled tyres must have a warning sign adjacent to each tyre.

(7) Emergency stop devices must be clearly marked/labelled.

Issue No. 2

16

**Work Health and Safety (Major Works)**

**Table 1 - Minimum Compulsory Sign Requirements**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Plant Item** | **Hearing Protection** | **SWL** | **Electrical Hazard** **Plate** | **Roll-over** **Hazard, Wear Seat** **Belt** | **Articulation Joint Crush** **Zone** | **Hydraulic**  **Steering**  **Warning**(1) | **Confined Spaces** | **Dual**  **Control**(1) | **Left Hand**  **Drive**(1) |
| **Backhoe loader** | Yes(3) | Yes(2) | Yes | Yes | No(4) | Yes | No | No | No |
| **Compactor** | Yes(3) | No | No | Yes | Yes | Yes | No | No | No |
| **Crane** | Yes(3) | Yes | Yes | No | Yes(2) | Yes(2) | No | No | Yes(2) |
| **Dozer** | Yes(3) | No | No | Yes | No | Yes | No | No | No |
| **Dump truck** | Yes(3) | No | Yes | Yes | Yes | Yes | No | No | Yes(2) |
| **Elevating work platform** | Yes(3) | Yes(2) | Yes | No | No | No | No | No | No |
| **Excavator** | Yes(3) | Yes(2) | Yes | Yes(2) | No | Yes | No | No | Yes(2) |
| **Grader** | Yes(3) | No | No | Yes | Yes(2) | Yes | No | No | No |
| **Lime/cement spreader**(5) | Yes(3) | No | No | No | Yes(2) | No | Yes | No | No |
| **Loader** | Yes(3) | Yes(2) | Yes | Yes | Yes(2) | Yes | No | No | No |
| **Multi tyred roller** | Yes(3) | No | No | Yes | No | Yes | Yes(2) | Yes(2) | Yes(2) |
| **Padfoot roller** | Yes(3) | No | No | Yes | Yes | Yes | No | Yes(2) | No |
| **Paver** | Yes(3) | No | No | No | No | Yes | No | Yes(2) | Yes(2) |
| **Profiler** | Yes(3) | No | Yes | No | No | Yes | No | Yes(2) | Yes(2) |
| **Scraper** | Yes(3) | No | No | Yes | Yes | Yes | No | No | Yes2 |
| **Skid steer loader** | Yes(3) | Yes(2) | Yes(2) | Yes | No | Yes | No | No | No |
| **Smooth drum roller** | Yes(3) | No | No | Yes | Yes | Yes | No | Yes(2) | No |
| **Soil stabiliser** | Yes(3) | No | No | Yes(2) | Yes(2) | Yes | No | Yes(2) | Yes(2) |
| **Sweeper** | Yes(3) | No | Yes(2) | No | Yes(2) | Yes(2) | Yes | Yes(2) | No |
| **Tandem drum roller** | Yes(3) | No | No | Yes | Yes | Yes | No | Yes(2) | No |
| **3 point roller** | Yes(3) | No | No | Yes | Yes | Yes | No | Yes(2) | No |
| **Tractor** | Yes(3) | Yes(2) | No | Yes | No | Yes | No | No | No |
| **Water tanker** | Yes(3) | No | No | Yes(2) | Yes(2) | Yes(2) | Yes | No | No |

**Notes:**

(1) Denotes items required for registration.

(2) Denotes that these warning signs must be fitted where applicable.

(3) Hearing protection signs must be fitted when noise levels exceed 85 dB(A).

(4) Recommended that these signs be fitted near the boom area.

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**TPR-G22**

Issue No. 2

17

**Truck and Plant Requirements**

**Table 2 - Minimum Plant/Equipment Requirements**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Plant item** | **Amber**  **rotating**  **beacon**(1) | **Brake lights**  **& turn**  **signals**(1) | **Headlights,**  **tail lights & clearance lights**(1) | **Rear reflectors**(1) | **Reflective tape**(1) | | **Rear vision mirror(s)**(1) | **Horn**(1) | **Reverse or travel alarm** | **Neutral Start** |
| **Rear** | **Side** |
| **Backhoe loader** | Yes | Yes | Yes(2) | Yes | No | No | Yes | Yes | Yes | Yes |
| **Compactor** | Yes | Yes | No | Yes | Yes(3) | Yes | Yes | Yes | Yes | Yes |
| **Crane** | Yes | Yes | Yes | Yes | No | No | Yes | Yes | Yes | Yes(4) |
| **Dozer** | Yes | No | No | Yes | No | No | Yes | Yes | Yes | Yes |
| **Dump truck** | Yes | Yes | Yes | Yes | Yes(3) | Yes | Yes | Yes | Yes | Yes |
| **Elevating work platform** | Yes | Yes | Yes | Yes | No | No | Yes | Yes | Yes | Yes(4) |
| **Excavator** | Yes | No | No | Yes | No | No | Yes | Yes | Yes | Yes |
| **Grader** | Yes | Yes | Yes(2) | Yes | Yes(3) | No(5) | Yes | Yes | Yes | Yes |
| **Lime/cement spreader** | Yes | Yes | Yes(2) | Yes | No | No | Yes(4) | Yes(4) | Yes(4) | Yes |
| **Loader** | Yes | Yes | Yes(2) | Yes | Yes(3) | No | Yes | Yes | Yes | Yes |
| **Multi tyred roller** | Yes | Yes | No | No | Yes(3) | Yes | Yes | Yes | Yes | Yes |
| **Padfoot roller** | Yes | Yes | No | No | Yes(3) | Yes | Yes | Yes | Yes | Yes |
| **3 Point roller** | Yes | Yes | No | No | Yes(3) | Yes | Yes | Yes | Yes | Yes |
| **Paver** | Yes | No | No | No | Yes | Yes | Yes | Yes | Yes | Yes |
| **Profiler** | Yes | No | No | No | Yes | Yes | Yes | Yes | Yes | Yes |
| **Scraper** | Yes | Yes | No | Yes | Yes(3) | Yes | Yes | Yes | Yes | Yes |
| **Skid steer loader** | Yes | No | No | Yes | Yes(3) | No | Yes | Yes | Yes | Yes |
| **Smooth drum roller** | Yes | Yes | No | No | Yes(3) | Yes | Yes | Yes | Yes | Yes |
| **Soil stabiliser** | Yes | Yes | No | Yes | Yes(3) | Yes | Yes | Yes | Yes | Yes |
| **Sweeper** | Yes | Yes | Yes | Yes | No | No | Yes | Yes | Yes | Yes |
| **Tandem drum roller** | Yes | Yes | No | No | Yes(3) | Yes | Yes | Yes | Yes | Yes |
| **Tractor** | Yes | Yes | Yes(1) | Yes | No | No | Yes | Yes | Yes | Yes |
| **Water tanker** | Yes | Yes | Yes | Yes | No | No | Yes | Yes | Yes | Yes(4) |

**Notes:**

(1) Denotes items required for registration.

(2) Only required if plant item is on full 24 hour use registration.

(3) If no rear reflectors.

(4) Where applicable.

(5) Graders with 24 hr registration use require side amber reflectors to be fitted.

**APPENDIX A** – **REFERENCED DOCUMENTS**

Work Health and Safety Act 2011

Protection of the Environment Operations Act 1997

18

Issue No. 2

Appendix A lists the full titles of documents referenced in this Specification.

**Australian Standards**

|  |  |
| --- | --- |
| AS/NZS 1269.1 | Occupational noise management – Measurement and assessment of noise immission and exposure  Tractors – Roll-over protective structure – Criteria and tests Retroreflective materials and devices for road traffic control purposes Earth-moving machinery – Protective structures  Seat belt assemblies for motor vehicles (ECC Regulation No. 16, MOD) Earthmoving machinery – Seat belts and seat belt anchorages  Earth-moving machinery – Quickhitches for excavators and backhoe loaders |
|  |
| AS 1636  AS/NZS 1906  AS 2294  AS/NZS 2596  AS 2664  AS 4772 |

**International Standards**

|  |  |
| --- | --- |
| ISO 6683 | Earth-moving machinery – Seat belts and seat belt anchorages – Performance requirements and tests  Earth-moving machinery – Tip-over protection structure (TOPS) for compact excavators – Laboratory tests and performance requirements  Earth-moving machinery – Laboratory tests and performance requirements for protective structures of excavators – Part 2: Roll-over protective structures |
|  |
| ISO 12117 |
|  |
| ISO 12117-2 |
|  |

(ROPS) for excavators of over 6 t

**NSW Government**

**Society of Automotive Engineers**

SAE J386 Operator Restraint System for Off-Ro

**APPENDIX B**

**COMPANY DETAILS FOR REGISTRATION**

**APPENDIX B**

**COMPANY DETAILS FOR REGISTRATION**

Trading Name: ………………………………………………………..…………

Company Name: …………………………………………………………………..

Company Partners: …………………………………………………………………..

(Where applicable)

Company Principle: ………………………………………………………………….. (Where applicable)

Company Directors: …………………………………………………………………..

(Where applicable)

Street Address: …………………………………………………………………..

…………………………………………………………………..

Postal Address: …………………………………………………………………..

…………………………………………………………………..

Email address: …………………………………………………………………..

Contact Persons: Name Phone No. Mobile

Bus. hours

Plant Hire: …………………. …………… …………..

Administration: …………………. …………… ………….. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BANK ACCOUNT DETAILS**

Account nominated for Tax Invoices payments to be deposited into.

Bank: …………………………………………………………………..

Branch: …………………………………………………………………..

Account Name: …………………………………………………………………..

BSB Number: …………………………………………………………………..

Account Number: …………………………………………………………………..

**APPENDIX C**

**NOMINATED OPERATORS FORM**

**APPENDIX C**

**NOMINATED OPERATORS FOR EACH ITEM OF PLANT**

**Nominated Primary Operator;**

Name: …………………………………………………………

Residential Address: ………………………………………………………...

………………………………………………………..

Drivers Licence: Number- ……………………………………

Class - ..………………………………….

Expiry date- ……………………………………

White Card: Certificate No.- ……………………………………

Issue Date - ……………………………………

Traffic Control Certificates:

Title - ……………………………………

Certificate No. - ……………………………………

Valid To - ……………………………………

**For the following Plant Item(s);**

|  |  |  |  |
| --- | --- | --- | --- |
| Type | Make | Model | Registration |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Company Name: ………………………….…………….…….……….

Signature: ….……………………...………………….………..

Position: ….……...……………………….…………………..

Date: ……………………………………………………..

**APPENDIX D**

**PROJECT MANAGEMENT SYSTEM AGREEMENT**

**APPENDIX D**

**PROJECT MANAGEMENT SYSTEM AGREEMENT**

This is an agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the Central Darling Shire Council that the above Contractor has adopted the Central Darling Shire’s Project Management System whilst undertaking any works under the Plant Hire Agreement for Central Darling Shire Council, for the following designated period;

**12am Monday 1st February 2022 to 12am 31st January 2024.**

The Contractor agrees to carry out all work under the direction of Central Darling Shire Council, which will be in accordance with Central Darling Shire Council’s Integrated Management System (IMS) Documents. Pursuant to these requirements, the Contractor is required to complete documents as directed by Central Darling Shire Council. Reference is made in parenthesis to the relevant Clauses in the Transport NSW Routine Maintenance Council Contract for State Road Maintenance;

* **Quality Management System** (Q4M, Clause 4)
* **WH&S** (G22, Clause 2.1, 2.2, 3.2)
* **Environmental Management Plan**, (G36, Clause 3)

**CONTRACTOR COUNCIL**

**Company Name Company Name**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Central Darling Shire Council

**Representative’s Name Representative’s Name**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Position Position**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Management System Representative

**Signature Signature**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**