

Karara Mining Limited

Mobile Crane Services
Scope of Work



SYNOPSIS

Disclaimer

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0	Issued for Use	Roisin walsh	Jackson Carslake	Yan Liu	09 May 2025 —



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1. INTRODUCTION

1.1 Purpose

It is the purpose to engage the services of a qualified and experience Contractor to provide suitably cranage support at Karara Minesite and Karara Geraldton Port for general use and specifically maintenance work on site.

1.2 Background

The Karara Mine is a joint venture between Gindalbie Metals and Anshan Iron and Steel Group Corp, (Ansteel) of China. In 2006, Gindalbie and Ansteel formed a landmark joint venture under Karara Mining Limited (KML).

1.3 Location

The Karara mine site is located 320 Kilometres north-north-east of Perth and 225 km east of Geraldton (Figure 1). Construction and Commissioning of Stage 1 of the project (Base Plant), designed to produce 8Mtpa of Magnetite is complete.

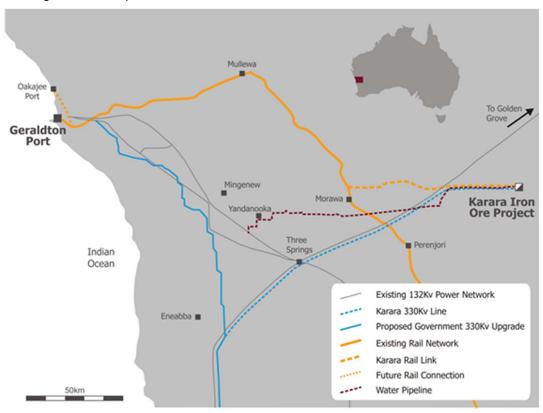


Figure 1: Location of Karara Mine Site

1.4 General Climatic Information - Mean Weather Data

The following information is provided as a guide to weather conditions in the Karara Mine Site area.



The nearest Meteorological Station is that of Morawa, Bureau of Meteorology station number 008093. The synoptic station is located at 29.21oS; 116.00890 E. The station elevation is 274m AHD.

The next approximate meteorological station is that of Paynes Find, Bureau of Meteorology station number 007139. The synoptic station is located at 29.27oS; 117.6836o E. The station elevation is 3390m AHD. The indicative average climatic data is as follows:

Table 1: General Conditions

Climate statistic	Annual Value (Morawa)
Mean Daily Solar Exposure (MJ/m2)	20.7
Mean Number of clear days	147.4
Mean Number of cloudy days	65.1

Table 1: Temperature Data

Climate Statistic	Annual Value, Morowa
Mean Maximum Temperature (°C)	27.4
Highest Temperature (°C)	47.8
Mean Number of Days >= 30°C	135.1
Mean Number of Days >= 35°C	73.5
Mean Number of Days >= 40°C	20.5
Mean Minimum Temperature (°C)	12.4
Lowest Temperature (°C)	-2.2
Mean Number of Days =< 2°C	7.6
Mean Number of Days =< 0°C	1.5
Mean 9AM Temperature (°C)	18.8
Mean 9AM Wet Bulb Temperature (°C)	14
Mean 9AM Wet Bulb Temperature (°C)	10
Mean 9AM Relative Humidity (%)	62
Mean 3PM Temperature (°C)	26.4
Mean 3PM Wet Bulb Temperature (°C)	16.6
Mean 3PM Dew point Temperature (°C)	8.7
Mean 3PM Relative Humidity (%)	37



Table 2: Rainfall Data

Climate Statistic	Annual Value, Morowa
Mean Rainfall (mm)	332.8
Highest Rainfall (mm)	580.4
Lowest Rainfall (mm)	149.1
Decile 1 month Rainfall (mm)	227.2
Decile 5 (Median) Monthly Rainfall (mm)	325.2
Decile 9 Monthly Rainfall (mm)	452.4
Highest Daily Rainfall (mm)	120
Mean Number of Days of Rain	71.4
Mean Number of Days of Rain >= 1mm	50
Mean Number of days of Rain = 10mm	8.7

Table 3: Wind Parameters

Climate Statistic	Annual Value, Morawa
Mean 9AM Wind Speed (km/h)	11.2
Mean 3 PM Wind Speed (km/h)	12.9



2. GLOSSARY

Wherever the words "Company, Purchaser or Buyer" are used, it shall mean Karara Mining Limited,

Wherever the words "Contractor, Supplier" are used it shall mean the person so named in the Contract (and its successors and permitted assigns).

Wherever the words "Company's Representative, Purchaser's Representative or Buyer's Representative" are used, it shall mean the person so named in the Contract (and its successors and permitted assigns).

Table 5: Glossary Table

Term	Definition
Authorities	Any statutory, public, municipal, governmental or administrative department, commission, authority, agency or entity with jurisdiction in connection with the WUC.
BoD	Basis of Design.
CCIWA	Chamber of Commerce and Industry Western Australia.
CDRL	Contractor Data and Document Requirements List.
Company's Project Requirements	Has the meaning ascribed to it in the Contract
Company's Representative's nominee	Means an individual appointed in writing by the Company's Representative under the Contract.
Contract	The agreement between the Company and the Contractor to which this Scope of Work pertains.
DSO	Direct Shipping Ore.
Execution Date	Means the date on which the Formal Instrument of Agreement is signed by the Company.
Equipment	Means the goods to be supplied or supplied by the Supplier.
FAT	Factory Acceptance Testing.
FEED	Front End Engineering Design.
GPA	Geraldton Port Authority.
HAZOP	Hazard and Operability Review.
HME	Heavy Mining Equipment.
HSEC	Health, Safety, Environment and Community.
HV	High Voltage.
IFC	Issued For Construction.
KIOP	Karara Iron Ore Project.
kW	Kilowatt.
LV	Low Voltage.
MCC	Motor Control Centre



Term	Definition
Mine site	The location of the KIOP mine at Karara in the Mid-West Region of Western Australia, approximately 215 km East of Geraldton and 320 km North-North East of Perth.
MIS	Management Information Systems.
MTOs	Material Take Offs.
MV	Medium Voltage
P&IDs	Piping and Instrumentation Diagrams.
PCS	Process Control System
PEP	Project Execution Plan.
PFDs	Process Flow Diagrams.
PMC	Project Management Contracting
PLC	Programmable Logic Controller
Port Site	Geraldton Port
SCADA	System Control and Data Acquisition.
SDRL	Supplier Data and Document Requirements List.
SoW	Scope of Work.
SWIN	South West Interconnected Networks.
Supplementary Requirements	Specifications, standards, regulations and codes of practice set out at Section 4 of this SoW.
Tenderer	Means a person who lodges a tender for the Work.
Work	Includes the supply of Equipment.
WUC	Means the whole of the Work to be carried out under the contract.



3. SCOPE OF WORK

3.1 Work Included

3.1.1 General

The Contractor shall perform and provide, including but not limited to the provision of labour, mobile cranes, cranage equipment, heavy machinery, materials, supervision, and technical expertise in carrying out the Works when required or requested by the Company Representative.

3.1.2 Contract Term

The proposed contract is 2-year initial term on Schedule of Rates basis.

3.1.3 Contractor Supplied

The Contractor shall supply labour, qualified and experience in operating the machinery for the categories nominated below to work under the direction of the Maintenance Teams for general, planned, regular, shutdown and reactive maintenance on site.

a) The permanent onsite resource requirements are;

Resource Type	Dayshift	Nightshift
Coordinator / Supervisor	1	1
Crane Driver	2	2
Rigger / Dogman	3	2

b) Shutdown and outage labour requirements

The Contractor shall be responsible for providing suitably qualified labour and supervision (when required) for shutdown operations at the Karara Mine Site on a short-term basis.

c) Mobile Cranes to be supplied on a monthly basis shall include but not limited to:

Resource Type	
22T Franna Crane (Port) Dry hire	
40T Franna Crane	
80T Franna Crane (pay per use)	
145T All Terrain Slew Crane	

d) Mobile Cranes to be supplied (when required) for shutdowns and operations on a short-term basis shall include, but not limited to:

Resource Type	Resource Type
20T Franna Crane	145T All Terrain Slew Crane
25T Franna Crane	160T Slewing Crane
55T Slewing Crane	220T All Terrain Slew Crane
65/70T Slewing Crane	250/350T Slewing Crane
90T All Terrain Slewing Crane	400/500T Slewing Crane
110T Slewing Crane	

e) Equipment to be supplied (when required) for shutdowns and operations on a short-term basis shall include, but not limited to:

Resource Type	Resource Type
Support Dolly	100T Counterweight
12T Counterweight	138T Counterweight
16T Counterweight	165T Counterweight
20T Counterweight	Support Trucks
22.5T Counterweight	100T Float & Dolly
44T Counterweight	Prime Mover Truck & Drop Trailers (up to 3)
70T Counterweight	LV Dual Cab Ute

3.1.4 Specific requirements

The following specific requirements are included as part of the scope of work:

- a) Manage daily timesheet signed and approved by an authorised Company representative.
- b) Provide support documentation for all services and claims provided under the contract.
- c) All cranes and plant hire rates for day / weekly / monthly will be based on one flat rate and <u>not</u> by shift rate.
- d) Timesheets will need to be submitted at the end of each working day.
- e) Collated timesheet information must be submitted to the Company in the correct format (excel spreadsheet) by the first day of the month for the previous month's services.
- f) Safety compliance to the Companies requirements
- g) Manage Job Hazard Analysis (JHA) completion and quality with the workforce.
- h) Develop and store lift studies.
- i) Complete 3 month lifting equipment inspection in compliance with regulatory requirements.
- j) Scope jobs and provide timing estimates to the Planning or Supervisor teams.
- k) Ensure personnel compliance with required competencies (ie: Confined Space, Working at Heights, Rigging, Elevated Work Platforms (EWP), Forklift, etc)
- I) Completion of pre-start inspections, audits and reporting (when required).
- m) Incident and hazard reporting.
 - INX Action Creation / closure
 - Incident Investigation
 - Hazard identification / rectification
- n) Basic Personal Protective Equipment

The Contractor shall provide basic PPE and as such Contractor's personnel must come to Site equipped with the following items as a minimum:

- Safety helmet (AS 1801)
- Safety Footwear (AS/NZS 2210.1)
- · High Vis with reflective tape cotton Long Sleeve Shirt
- Long Leg Cotton Trousers
- Gloves (AS 2161)



- Safety Glasses (AS/NZS 1337.6)
- Hearing Protection
- Personal Isolation Locks (Red) x 5
- Drink Bottle & Cover

PPE is included in the rates and will not be paid by the Company.

The Company will not be charged for any hire equipment or labour without prior written approval from the Company Representative.

The Company will not be liable for travel and will only provide return flights from Perth to Site or a return bus service from Geraldton to Site on selected days.

The Company will not be charged for any travel time without prior written approval from the Company Representative.

The equipment and tooling used to perform the Services and provided by the Contractor is to be at a high quality and undergo regular inspections.

Equipment and tooling will be replaced where necessary to provide a high level of reliability and safety to comply with the manufacturer's recommendations and requirements.

3.2 Working Hours

The normal daily work hours on Site are 12 work hours daily inclusive of a half hour paid break for lunch and two 15-minute paid break.

However, the Company may from time to time instruct the Contractor to work outside the normal working hours.

Contractor hours can only exceed the below table hours, if an Overtime Approval Form has been completed and signed by the Company Representative prior to the additional hours being worked. Additional hours worked must comply with the Company's and Contractors Fatigue Management Policies:

Position	Maximum Hrs per shift
Supervisor / Shutdown Coordinator	12.5
Leading Hand	12.5
All Other Positions	12

Personnel stand down for shift change: Maximum ten (10) hours only for a shift change on a rostered swing. The Company will not be charged for stand down at the start and end of a roster.



3.3 Administration

Billable hours can only be exceeded if an Overtime Approval Form has been completed and signed by a member of the Company management team prior to the additional hours being worked. Additional hours worked must comply with the Company's Fatigue Management Policy.

Travel time will not be billed to the Company separately and should be included within the chargeable hourly rates.

Daily timesheets duly signed and approved by an authorised Company representative must support all services and repair work provided under the contract.

Timesheets will need to be progressively submitted throughout the month. All timesheet information must be submitted to the Company in the correct format by the first day of the month for the previous month's services. Any variations to costs submitted in the timesheet information will not be paid unless approved by the Company.

The Company will not be charged for any hire equipment without prior written approval from a member of Company management team.

A Labour Request Form (LRF) signed by the Company must be received by the Contractor before any additional labour can be sent to site. On receiving an approved LRF the Contractor will provide a budget estimate for the additional services.

The Contractor will provide a monthly budget estimate for the permanent onsite resources in accordance with the numbers agreed to between the Company and the Contractor.

Any equipment damage claims must be supported with photographic evidence of the location in the plant and how the damage occurred.

3.4 Erection of Mobile Cranes and Equipment

The Equipment shall be erected and installed by the Contractor

The Equipment will be erected and installed by others. The Equipment Contractor shall provide suitably qualified erection supervision staff to oversee installation and approve acceptability of installation.

The Contractor shall provide detailed erection manuals to facilitate erection by others. Manuals shall include erection drawings, sequencing, handling, lifting and slinging precautions, torque, tension and all other erection data.

Shop assembled modules, which were disassembled for shipping, shall be match marked and similar match marks shown on the erection documentation.

3.5 Commissioning

The Equipment Contractor shall submit detailed hot and cold commissioning procedures for approval by the Company's Representative.

The Contractor shall perform hot and cold commissioning in accordance with the Company's Representative's approved procedures, together with appointed, suitably qualified and equipped personnel.

The Company's Representative will witness all stages of commissioning and reject results that do not comply with the approved procedures in accordance with the Contract.

The Contractor shall be responsible for the hand-over of successfully commissioned Equipment.

3.6 Reporting and Site Meetings

All Contractor personnel whilst on site shall attend all safety meetings and any other meetings required by the Company Representative for the duration of the Contract.



A six (6) monthly Contractor's Performance Review meeting are to be held on a day that is agreed by the Contractor and Company Representatives.

Reports throughout the term of the Contract for any other issues or requirement that arise as required and requested by the Company Representative.

3.7 Company or Third-Party Supply

The Company will supply the following:

- Laydown Area
- Maintenance and Storage Facilities (2 Sea Containers and a Dome)
- Accommodation and messing for personnel at the village in accordance with the Company's site procedures
- Air travel between Perth and the village in accordance with the approved manning numbers;
- Bus travel between Geraldton and the village in accordance with the approved manning numbers
- The Company will not be liable for interstate travel and will only provide flights from Perth or a bus service from Geraldton on select days
- Diesel fuel at the Karara Mine site in accordance with the Company's procedures;
- Site and area inductions at no cost to the Contractor;
- Medical facility at the village and Operations Site;
- Specialised PPE when required.

3.7.1 Mobilisation & Demobilisation

The Company will provide mobilisation from the following locations to the Karara Mine site:

- Perth Airport
- Geraldton Airport (Bus Service Limited days)

The Company will endeavour to arrange and provide flight or bus charters at no cost to the Contractor.

In some instances, alternative arrangements will be made where there is a requirement for personnel to drive to site. This will be managed on a case-by-case basis with appropriate approval from the Company.

Unless approved by the Company all travel to and from site is at the Contractor or Contractor personnel's costs.



4. HEALTH SAFETY AND ENVIRONMENT MANAGEMENT

All work undertaken shall be carried out with the greatest regard and attention to safety. The Occupational Health and Safety Management Plan document number 1000-HS-PLN-1001 outlines the minimum safety and health requirements to be implemented in delivery of services to the Company. The Contractor shall comply with all safety requirements of the relevant Acts, Regulations, By-Laws, Codes of Practice, Standards and other regulatory requirements.

4.1 General

The Contractor shall ensure that any person entering the Site has received and successfully passed the Company's induction program.

The Contractor's personnel shall carry out all work in a safe and professional manner and in accordance with the Mines Safety and Inspection Act and the regulations thereto as amended.

Daily pre-start meetings shall be attended by all Site personnel, contractors, subcontractors and the Company's site representatives.

The Contractors personnel shall participate in the development of JHA's (Job Hazard Analysis) for specific tasks as required by the Company's safety requirements or as instructed by the Company's Site Representative.

4.2 Respiratory Protection Program

In designated areas of the Company's workplace, it will be a mandatory requirement to wear respiratory protection (P2 dust mask). The P2 dust masks required to be worn only provide effective respiratory protection if there is a high-quality fit of the mask against the facial skin of the wearer. To ensure the maximum effectiveness of this PPE is achieved, every person who is required to wear a mask will need to have completed a quantitative fit test.

The quantitative fit test measures the protective effectiveness of the mask against inhalation of all types of airborne respirable particles under 'ideal' conditions. Ideal conditions include that the wearer is clean shaven in any area that the mask seal contacts the skin. To ensure the quality of fit, the wearer will need to remain clean shaven (i.e. daily) in the mask seal contact area to ensure the mask is providing adequate protection in alignment with Australian Standard (AS/NZS 1715:2009).

Personnel from the Contractor who are onsite on a permanent basis (i.e. on a roster or for a continuous period greater than one month) will be provided with a 3M 7500 or 6500 series half face respirator at no cost and will be fit tested by the Company.

If personnel from the Contractor are leaving Site on a permanent basis, they will be required to hand back their mask to the Company. The cost (\$75.00) of any masks that are not handed back to the Company will be back charged to the Contractor.

If personnel from the Contractor wish to retain facial hair that does not facilitate the successful fit test of a 3M 7500 or 6500 half face respirator, then they can utilise a Powered Air Purifying Respirator (PAPR). The Company will not supply PAPR to personnel.

Personnel from the Contractor who are brought onsite for shutdowns or short-term periods (< one month) will need to comply with this program however the Company will NOT fit test these personnel or provide them with a 3M 7500 or 6500 half face respirator.

The Company will provide Contractor short term personnel with 3M Disposable FF 9320 P2 Respirators at no cost to the Contractor.

To comply with the program requirements, the Contractor must;

 As part of the on-boarding process provide documentation stating that a successful quantitative fit test which complies with AS/NZS 1715:2009 was achieved with the 3M Disposable FF 9320 P2 Respirator which must have been completed in the past 12 months

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OR

As part of the on-boarding process provide documentation stating that a successful quantitative
fit test which complies with AS/NZS 1715:2009 was achieved with an alternative P2 respirator
which must have been completed in the past 12 months AND provide their contractor personnel
with the relevant respirators for use onsite at no cost to the Company.

Any Contactor short term personnel with facial hair that does not comply with (AS/NZS 1715:2009) requirements will need to supply their own PAPR at no cost to Company.

Any Contractor personnel who do not meet the facial hair restrictions and chooses not to shave or provide their own PAPR will be asked to leave site. Any costs incurred by the Company will be back charged to the Contractor.

4.2.1 Shutdown Contractors

Personnel who are brought onsite for shutdowns (i.e. not on a regular roster) will need to comply with this program however the Company will NOT be in a position to fit test these personnel or provide them with a 3M 7500 half face respirator.

The Company will provide shutdown personnel with 3M Disposable FF 9320 P2 Respirators at no cost to the Contractor.

To comply with the program requirements, Contractor companies must;

 As part of the on boarding process provide documentation stating that a successful fit test which complies with AS/NZS 1716 was achieved with the 3M Disposable FF 9320 P2 Respirator which must have been completed in the past 12 months

OR

As part of the on boarding process provide documentation stating that a successful fit test which
complies with AS/NZS 1716 was achieved with an alternative P2 respirator which must have
been completed in the past 12 months AND provide their contractor's personnel with the
relevant respirators for use onsite at no cost to the Company.

Any shutdown personnel with facial hair that does not comply with AS/NZS 1716 requirements will need to supply their own PAPR at no cost to the Company.

Any person who does not meet the facial hair restrictions and chooses not to shave or provide their own PAPR will be asked to leave site. Any costs incurred by the Company will be back charged to the contractor.

4.2.2 Health Surveillance (including medicals)

The Contractor will provide the Company with pre-employment medicals for;

- Permanent Contractors (i.e. on a roster)
- Short Term Contractors (required to work onsite for more than one consecutive month)

The pre-employment medical will need to include the following;

- Pre-employment medical assessment
- WorkCover compliant Audiometry
- Spirometry
- Functional Musculoskeletal assessment
- Drug and alcohol screen

All pre-employment medicals must be provided to the Company before personnel arrive onsite and as such will be included in the on boarding process.

Short term personnel (i.e. not rostered or onsite < one month) will complete a medical questionnaire / declaration as a minimum. The medical questionnaire / declaration will be provided to the Company



before personnel arrive onsite and as such will be included in the on boarding process. The format and questions will need to be approved by the Company.

Note: The review process of these medicals and questionnaire/declarations still needs to be established in consultation with the Contractor and Company HSE department.

5. INTERFACE WITH OTHER CONTRACTORS

The Contractor shall co-operate where necessary with other contractors to ensure continuity of services and a safe work environment.

The Contractor will liaise with the Company's Representative with regard to all interaction with other consultants, contractors and organisations working on the project.

6. APPLICABLE DOCUMENTS

All work covered by this Scope of Services shall comply with the applicable statutory requirements of Federal, State and Local Authorities of Australia, and shall comply with the nominated Codes, Standards and referenced standards within these.

All work to be furnished by the Contractor shall conform to the requirements of the following documents and they shall form part of the contract.

The Contractor shall note that if there is any doubt, the hierarchy of the documents are indicated below:

- (a) All Statutory Authorities having jurisdiction over the works;
- (b) This Scope of Services document;
- (c) The latest editions of relevant Company / Principal's Standards and Specifications;
- (d) Standard Association of Australian Standards; and
- (e) All other relevant publications and regulations.

Where Standards applicable to the work are not published by the Standards Association of Australia, then relevant International Standards shall apply subject to the written approval of the Company.



7. PROCEDURES, STANDARDS AND SPECIFICATIONS

The scope of services shall be executed in accordance with the following documents but not limited to the following documents. It shall be noted that Karara Mining Limited is in the process of upgrading their documents into Corporate Standards. The issue of an equivalent Corporate Standard shall supersede the previous project standard.

Table 4: Document List

Document No.	Title
CORP-HS-POL-1001	OCCUPATIONS HEALTH & SAFETY POLICY
CORP-HS-POL-1008	LIFE SAVING COMMITMENTS
CORP-HS-POL-1031	FATIGUE MANAGEMENT POLICY
CORP-HS-PLN-1001	HEALTH & SAFETY MANAGEMENT PLAN
CORP-HS-PLN-1003	EMERGENCY MANAGEMENT PLAN
CORP-HS-PLN-1011	HEALTH, SAFETY & TRAINING PRE-MOBILISATION REQUIREMENTS
CORP-HS-PRO-1008	MOBILE PLANT, EQUIPMENT AND LIGHT VEHICLE PROCEDURE
CORP-HS-PRO-1022	SITE ENTRY AND SECURITY PROCEDURE
CORP-HS-PRO-1041	OH&S RISK MANAGEMENT PROCEDURE
CORP-HS-FRM-1085	HSE CONTRACTOR PRE-QUALIFICATION QUESTIONNAIRE
1000-HS-FRM-1053	MOBILE PLANT, EQUIPMENT AND LIGHT VEHICLE ACCESS REQUEST, INSPECTION AND RISK ASSESSMENT
1000-HS-STD-1042	STORAGE AND USE OF HAZARDOUS SUBSTANCES STANDARD
CORP-HS-STD-1042	STORAGE AND USE OF HAZARDOUS SUBSTANCES STANDARD
CORP-HR-POL-1013	SITE COMMUTE AND REGIONAL TRAVEL POLICY
CORP-EN-PLN-1008	FAUNA MANAGEMENT PLAN
CORP-EN-PLN-1010	DUST MANAGEMENT PLAN
CORP-EN-PLN-1011	FLORA AND VEGETATION MANAGEMENT PLAN
CORP-EN-PLN-1013	ENVIRONMENTAL WASTE MANAGEMENT PLAN
CORP-EN-PLN-1020	OPERATIONAL ENVIRONMENT MANAGEMENT PLAN
CORP-EN-FRM-1009	VEHICLE AND MOBILE EQUIPMENT WEED INSPECTION FORM
CORP-QA-SPC-1003	CONTRACTOR QUALITY REQUIREMENTS SPECIFICATION
1000-AD-FRM-1050	KML PERSONEL COMPLIANCE VERIFICATION