

# *Special Meeting Agenda*

To be held at McKinlay Shire Council, Boardroom  
29 Burke Street, Julia Creek, Queensland 4823

Tuesday 7 June 2022 at 10:00am

Notice is hereby given that a Special Meeting will be held at the Council Chambers,  
Civic Centre, Julia Creek on Tuesday 7<sup>th</sup> June 10:00am.

## ORDER OF BUSINESS

1. Opening	3
2. Attendance	3
3. Declaration of Conflict of Interest	3
<b><u>4. ITEMS FOR DISCUSSION</u></b>	
4.1 Award - Sealing of Byramine and Taldora Roads	4
4.1.1 Scope of Works	5
4.1.2 RPQ – Quotation	6
4.1.3 Stabilized Pavements of Australia – Quotation	13
<b><u>5. Close</u></b>	17

## **1. OPENING BUSINESS**

All Councillors having signed the Attendance Book, the Mayor declared the meeting open.

## **2. ATTENDANCE**

Mayor: Cr. P Curr

Members: Cr. J Fegan, Cr. S Royes, Cr. T Pratt, Cr. J Lynch

### Staff:

Chief Executive Officer, Trevor Williams

Director of Corporate and Community Services, Ms. Tenneil Cody

Director Engineering, Environment and Regulatory Services, Mr. Cameron Scott

Executive Assistant, Melissa Mussig

Apologies: Nil

## **3. DECLARATION OF CONFLICT OF INTEREST**

Nil

**CLOSE**



Special Meeting of Council Tuesday 7 June 2022

**4.1 Subject:** Award Sealing Byramine and Taldora Roads  
**Attachments:** 4.1.1 - Scope of Works  
4.1.2 - RPQ - Quotation  
4.1.3 - Stabilized Pavements of Australia – Quotation  
**Author:** Director Engineering and Regulatory Services  
**Date:** 11<sup>th</sup> May 2021

---

**Executive Summary:**

Vendor Panel quotations were sought from the relevant LocalBuy contract BUS-270 registered providers for sealing works on the Byramine and Taldora Road Projects.

**Recommendation:**

*That Council resolves to;*

*Accept the quotation dated 27th May 2022, Byramine and Taldora Roads from RPQ.*

---

**Background:**

Council is undertaking the Gravel and Sealing of sections of the Byramine and Taldora projects. Council and Local contractors have delivered the earthworks components of the projects. Quotations were sought from relevantly qualified suppliers under LocalBuy contract BUS-270 (Sealing works). Quotations were sought from Fulton Hogan, RPQ, SPA and Downers. RPQ and SPA submitted the following pricing;

- RPQ \$286,000 Ex GST
- Stabilized Pavements of Australia \$328,000 Ex GST

Both companies can deliver the works prior 30 June 2022.

The recommendation is that Council accepts the quotation from RPQ.

**Consultation:** (internal/External) Internal; Works Manager; External, Nil

**Legal Implications:** - Nil

**Policy Implications:**

The report complies with Procurement policy

**Financial and Resource Implications:** -

These works are funded via Council's R2R, TIDS and LRCIP programs.

**Risk Management** - NA

**Options for Council to Consider** - NA

**InfoXpert Document ID:** 122891

### Request Details

## Seal works on Byrime Road and Taldora Road

Business Name  
 VP Reference #  
 RFX Approved by:  
 Estimated Value  
 Budgeted Value  
 Opens  
 Closes  
 Supplier query cut-off  
 Expected decision

McKinlay Shire Council  
 VP308010  
 Automatically approved  
 \$300,000 to 500,000 (hidden from suppliers)  
 Not provided  
 Tuesday 24/May/22 (E. Australia Standard Time)  
 Tuesday 31/May/22 12:00 PM (E. Australia Standard Time)  
 Monday 30/May/22 12:00 PM (E. Australia Standard Time)  
 Tuesday 07/Jun/22 (E. Australia Standard Time)

### What the buyer is requesting

#### Details

2 coat seal. 1st coat AMC7 @ 1.6l/m<sup>2</sup> 14mm aggregate @ 1m<sup>3</sup>/100m<sup>2</sup>. 2nd coat C170 @ 1.2l/m<sup>2</sup> 10mm aggregate @ 1m<sup>3</sup>/140m<sup>2</sup>.  
 2 locations Area 2 each location 16000m<sup>2</sup>.  
 Work to start by the Tuesday the 14th of June.  
 Byrime Rd located 106.5km north of Julia creek on the Burke & Wills Development Rd 16000m<sup>2</sup> to be sealed this is the first job to be sealed.  
 Taldora Rd located 103km north of Julia Creek on the Taldora Rd 16000m<sup>2</sup> to be sealed this will be the 2nd job to e sealed.  
 Pads will be located at the start of each job.  
 Supply all the above products the required plant and traffic control.

Options for this request:





## Quotation

Project 22051, Seal works on Byrimine Road and Taldora Road  
McKinlay

Project Date: 27 May 2022

Project Price: \$286,000.00

GST: \$28,600.00

Total Price: \$314,600.00

McKinlay Shire Council  
29 Burke Street  
McKinlay 4823

Phone :  
Fax No :  
Client Code : COUNCIL6

### Section: 149, Establishment Per Visit

Code	Description	Quantity Unit	Rate	Amount	GST	Rate Inc. GST	Amount Inc. GST
9	Site Establishment	1.00 Lump Sum	10,000.00	10,000.00	1,000.00	11,000.00	11,000.00
<b>Section: 149 Total</b>				<b>10,000.00</b>	<b>1,000.00</b>		<b>11,000.00</b>

### Section: 150, Byrimine Road

Code	Description	Quantity Unit	Rate	Amount	GST	Rate Inc. GST	Amount Inc. GST
<u>Byrimine Road</u>							
1	2 Coat Seal- AMC7 @1.6 l/m2 14mm aggregate @ 1m3/100m2 & C170 @ 1.2l/m2, 10mm aggregate @ 1m3/140m2	16,000.00 M2	8.50	136,000.00	13,600.00	9.35	149,600.00
<b>Section: 150 Total</b>				<b>136,000.00</b>	<b>13,600.00</b>		<b>149,600.00</b>

### Section: 151, Taldora Road

Code	Description	Quantity Unit	Rate	Amount	GST	Rate Inc. GST	Amount Inc. GST
<u>Taldora Road</u>							
1	2 Coat Seal- AMC7 @1.6 l/m2 14mm aggregate @ 1m3/100m2 & C170 @ 1.2l/m2, 10mm aggregate @ 1m3/140m2	16,000.00 M2	8.75	140,000.00	14,000.00	9.63	154,000.00
<b>Section: 151 Total</b>				<b>140,000.00</b>	<b>14,000.00</b>		<b>154,000.00</b>

#### Standard Condition:

RPQ Group Standard Terms and Conditions

RPQ Group, including but not limited to RPQ Asphalt Pty Ltd, RPQ Spray Seal Pty Ltd, RPQ Services Pty Ltd, Trico Asphalt Pty Ltd, RPQ North Coast Pty Ltd and Rock 'n' Road Bitumen Pty Ltd.

These terms and conditions form part of and are to be read in conjunction with the particulars contained in the Quotation. The Quotation is given by RPQ Group (herein after referred to as RPQ) to the Customer to perform works as specified in the quote and the Customer accepts the quote on the following terms. Where there is a Subcontract Agreement in place between the Customer and RPQ these standard terms and conditions shall form part of the Subcontract Agreement. This RPQ Quotation will also be referenced and listed in the order of precedence of the Subcontract Agreement conditions with the highest level of precedence. If omitted, these RPQ standard terms and conditions will take precedence whether or not it is stated in the Subcontract Agreement.

#### 1. GENERAL

1.1 RPQ reserves the right to vary the rates in the Quotation until such time as a site inspection by an RPQ representative or plans are received and the scope of the works are confirmed.

1.2 RPQ shall not be responsible for any maintenance during or after the completion of work, or after the warranty period.

1.3 RPQ shall not be responsible for any property damage caused by carrying out the work unless such damage was caused solely by the negligence of RPQ employees or its agents. RPQ is to be notified within 24 hours of occurrence and confirmed in writing within 7 days of occurrence.

1.4 In the event of any materials supplied or work performed by RPQ being defective, the liability of RPQ, if any, shall be limited to the replacement of such defective material and/or the remediation of such work. All other guarantees, warranties, undertakings, consequential loss or damage or representation expressed or implied whether arising from statute or otherwise are hereby expressly excluded (except to the extent prohibited by law).

# Quotation

Project 22051, Seal works on Byrimine Road and Taldora Road  
McKinlay

Project Date: 27 May 2022

Project Price: \$286,000.00

GST: \$28,600.00

Total Price: \$314,600.00

1.5 Clerical and Technical errors are subject to correction at any time by RPQ. Without prejudice and reserving RPQ's rights to claim for a variation to the Subcontract Agreement.

1.6 The Customer shall indemnify RPQ against all claims, damages, demands, penalties, costs, charges and expenses, or consequential loss or damage to which RPQ may become partially or wholly liable through any work required to be done by RPQ, or goods and materials to be supplied by RPQ in accordance with the Customer's specifications.

## 2. PRICE AND PAYMENT

2.1 The price stated includes:

2.1.1 Current costs for transport (where specified), labour and materials, including Bitumen, and shall remain valid for 30 days, unless otherwise specified in the quote. Items containing Bitumen are subject to the rise and fall of the RPQ registered suppliers agreed price of Bitumen from the Quotation date to the commencement of the work, based on Department of Main Roads Minor Works Contracts clause B19 Adjustment For The Cost Of Bitumen. RPQ reserves the right to pass on changes in the RPQ registered suppliers agreed price of Bitumen at their own discretion;

2.1.2 The work being carried out during normal working hours Monday to Friday, 7.00am to 5.00pm, unless otherwise specified by RPQ. Work completed outside these hours at the request of the Customer will attract additional charges;

2.1.3 An assumption that all measured areas and project particulars that are supplied by the Customer, are accurate; and the price is subject to variation if any of the above measured areas or project particulars are inaccurate, insufficient or have varied from the date of the Quotation. An agreed quantity for the variations is required to be signed off prior to the commencement of works and a negotiated rate for the variations will be determined between the client and RPQ. RPQ reserves the right not to proceed until a rate for the variation is agreed upon by the Customer.

2.1.4 The quoted rates being subject to change if the scheduled quantity, or the constructed quantity varies by more than 10% of the stated scheduled quantity in the Quotation. Either RPQ or the Customer can request a requote of the relevant items quoted rate.

2.2 The price does not include:

2.2.1 Any additional services not detailed in the Quotation, and the price is subject to variation to take account of changes in any exclusions or additional services requested or deemed necessary by RPQ to undertake the work.

2.2.2 Provision for site specific conditions or allowances, unless otherwise specified.

2.2.3 The cost of inductions for crews, including online inductions, police checks, medicals or ASIC searches with the exception of an onsite induction prior to the commencement of the works of up to twenty (20) minutes. Time in excess of 20 minutes will be charged at \$100.00 per hour per man or part thereof.

2.2.4 Unless otherwise stated, the Customer will be responsible for the cost of all site testing.

2.3 This Quotation is based on the full range of services stated in the Quotation and is not open to acceptance in part, except for any provisional items and rate only items as specified in the quote.

2.4 The Quotation may be in the form of a Lump Sum, a Lump Sum with Unit Rates, or a Schedule of Unit Rates. Unit rates are quoted in accordance with the following:

2.4.1 When a price per unit of weight is stated, the quantity shall be based on weight shown on the delivery docket.

2.4.2 When a price per cubic metre is stated, the quantity, in the case of bitumen sealing, will be based on the area of work completed divided by the spread rate, in the case of excavation of material, the quantity will be work area completed multiplied by the depth of the cut.

2.4.3 When price per unit of area is stated, the quantity shall be based on the measurement of actual surface area, measured to include grade changes of the completed work.

2.4.4 When a price per unit of length is stated, the quantity shall be based on the measurement of the total length of the work completed, measured to include curves and changes in grade.

2.4.5 For items quoted on number basis, the quantity will be based on the number of items installed or supplied.

2.5 Terms of payment – Unless otherwise stated in the Quotation, electronic payment is required 24 hours prior to commencement of the works, and a credit application is to be completed and accepted by RPQ. All approved account Customers will be invoiced either as a progress claim or at completion of work. All accounts must be paid within thirty (30) days of end of month from date of our official invoice, unless otherwise stated.

2.6 No deductions or retentions whatsoever shall be made by the Customer unless stated in Quotation or Subcontract Agreement and agreed by RPQ.

2.7 RPQ reserve the right to charge interest on any overdue amounts, at a market rate for ANZ Business Loans as listed for the relevant period.

2.8 If required by RPQ, the Customer shall provide a bank guarantee for the Total Price, or in a form acceptable to RPQ.

## 3. SPECIFICATIONS

3.1 Unless otherwise stated by RPQ in the project specific conditions, materials and works will comply with Main Roads Specifications MRTS30 or Brisbane City Council S310 - Supply of Dense Grade Asphalt. Materials and Works outside the scope of Main Roads Specifications will be in accordance with the relevant Australian Standard if one is available. Consideration of the Customer Specifications supplied during and subsequent to the Request for Quotation may incur additional costs and unless specifically stated in the Quotation, the additional costs will be charged to the Customer. At the discretion of RPQ it may elect to supply and carry out the works as detailed in the Customer documentation provided to RPQ at, during and subsequent to the tender stage. The final specification to be agreed by the Customer prior to commencement of the works on site.

3.2 Asphalt pavements with falls of 1% or less cannot be considered to have adequate fall to stop water ponding. Where the cross-fall from crown to gully (including invert pavements) is less than or equal to 1%, RPQ will not warrant any work damaged by water ingress or be held responsible for ponding of water on the pavement.

3.3 Site Testing will not be automatically carried out but will only be done if requested by the Customer prior to delivery, or if it is a requirement under the specifications.

3.4 It is agreed by the Customer that RPQ is not responsible for the following:

3.4.1 additional work required to strengthen the subgrade or pavement base unless specifically priced as an item in the Quotation or otherwise specified in the conditions of the quote.

3.4.2 excavation of rock, milling of concrete or other similar hard materials unless otherwise specified in the Quotation.

3.5 Any specific specification required by the Customer in respect of the materials supplied shall be stated in the Quotation and confirmed by RPQ. In respect of Asphalt, unless specified otherwise, the asphalt shall be based on a Class 320 Binder. The Customer shall be liable for any charge arising from a specification requirement or request from the Customer to change the Binder type. Unless specified otherwise, and agreed to in writing, RPQ does not make any claims to a pavements fitness for purpose, including, but not limited to its adequacy to support the intended loads imposed on it, the adequacy of the surface water drainage of the finished works, or the specifications are correct or appropriate for the intended purpose.

3.6 Where survey is required, a model will be provided to RPQ to substantiate the substrate surface. Where survey is not provided, the Customer will be required to sign off on works as completed and accepted as per actual works carried out. RPQ will be paid according to the actual works carried out. Where the Customer elects to provide survey, adequate survey, which may include a design model, level control, as constructed survey to each subsequent layer of asphalt as deemed necessary by RPQ to comply with the relevant Specifications, must be provided. The condition of the subgrade / substrate / base condition will be tested with a water cart and proof rolled. Should the subgrade / substrate / base fail testing and the Customer decide to proceed, a hold point will be signed on the ITP and the warranty will be voided. Unless the site where the works are carried out is a state-controlled road, DTMR warranties, deductions and specifications will not be applicable to the works. Under this circumstance, a limited suite of specification requirements, such as manufacturing specification will be applicable.

3.7 Surface preparation involving cleaning and sweeping (light brooming up to 2 passes only).

## 4. SITE AND ACCESS

4.1 The site conditions at the time of execution of work shall not vary from conditions prevailing at the time of inspection or from conditions agreed to be provided by the Customer.

4.2 Where site access is restricted, site access must be via an all-weather track, of sufficient size for machinery access, unless otherwise stated in the Quotation. No allowance has been made in the quote for construction of access tracks, unless otherwise stated. RPQ shall not be liable for any damage or loss arising as a result of the access failing to support the necessary machinery.

## 5. CANCELLATION, DELIVERY, PROPERTY AND RISK

# Quotation

Project 22051, Seal works on Byrimine Road and Taldora Road  
McKinlay

Project Date: 27 May 2022

Project Price: \$286,000.00

GST: \$28,600.00

Total Price: \$314,600.00

5.1 RPQ requires adequate notice from the Customer prior to the commencement of the work. The time for required for adequate notice varies though out the year. No guarantee is given by RPQ that work will commence on the date requested or that work will be completed by any particular date. RPQ will not be liable for any loss or damage in any way arising whatsoever as a consequence of RPQ failing to commence work by any particular date, or by failing to complete the work by any particular date.

5.2 If the Customer cancels an order through no fault of RPQ and without giving adequate notice, usually twenty four (24) hours, but not limited to 24 hours when giving consideration to procurement of materials specific to the work, or dispatch times that are adequate to start the work at the programmed start time, we reserve the right to charge the Customer for any expenses incurred.

5.3 Works will only be programmed the day after all regulatory inspections are completed. Should the client request programming of works on the day of inspection, a cancellation fee will apply if unable to proceed with the programmed works

5.4 RPQ reserves the right to withdraw from the quote prior to the commencement of work, with no liability to RPQ of costs incurred by the Customer for any reason.

5.5 Until payment in full, RPQ shall retain legal and equitable title to all materials and other items into which the materials may be incorporated and the Customer hereby authorises RPQ to re-enter onto the site for the purpose of retaking delivery if payment is not made when due.

5.6 Tender of the materials to the work site constitutes delivery of the materials.

5.7 Any risk related to the material, whether in the form of degradation of the material for its intended use, damage to the surrounding environment, or loss, passes to the Customer at the time of delivery of the materials.

5.8 Where unloading of materials is not completed within 20 minutes of arrival at no fault of RPQ, RPQ may, at its own discretion, charge the Customer for waiting time or vehicle hire, in respect of the delay for the additional time to unload the vehicle at a rate determined by RPQ.

## 6. SHORTAGE OF MATERIALS

6.1 RPQ shall not be liable in any manner whatsoever for the delay in delivery or non-delivery (or any costs associated herewith incurred by the Customer) which are attributable to transport delays, unavailability or shortage of materials, plant or equipment breakdown, industrial stoppages or any other cause whatsoever which is beyond the direct control of RPQ.

## 7. ASPHALT OPERATIONS (Supplementary terms and conditions but not limited to the following)

7.1 Pavements not constructed by RPQ, which are shaped outside the adjustable limits of the paver, or undulate, or are deeper than the design depth with respect to expected finished levels, cannot be laid to a consistent design depth. This necessitates the use of extra asphalt. The Customer will be liable for this extra asphalt at the quoted rate. Should the quantity used fall outside the quoted quantity by an amount greater than 10% of the quoted quantity, then RPQ or the Customer is entitled to a requote of the item if either party requests a requote.

7.2 Where a rate is provided in the Quotation for typical density of the asphalt, the Customer is to be aware that RPQ will charge the Customer based on the actual compacted density obtained from the laboratory asphalt summary report and agreed quantity sheet.

## 8. MILLING OPERATIONS (Supplementary terms and conditions but not limited to the following)

8.1 RPQ shall not be liable in any manner whatsoever for damage caused to any services that are not clearly identified on the work site.

8.2 RPQ is not responsible for employing service locating contractors on any work site, and the Customer, in agreeing to these terms and conditions, understands that it is the responsibility of the Customer to locate and mark out any services, or other objects that they could have been reasonably expected to have knowledge of their existence.

8.3 RPQ reserve the right to charge for any damage to machinery or personal injury, or losses incurred if a collision with an object, or service occurs, that is not located by the Customer.

8.4 Unless specified otherwise, milling rates does not include cutting concrete.

8.5 The Customer shall be responsible for the cost of any requirements of the Red Imported Fire Ant (RIFA) legislation. If RPQ have allowed for the removal of spoil off site, then it has been assumed that the material has been inspected and a movement certificate obtained to allow the material to be transported to a site outside of a restricted area.

8.6 RPQ reserves the right to withdraw from works where milling of materials are clogging the drum of the milling machine repeatedly. RPQ will invoice the portion of the work carried out on a pro-rata basis. RPQ will not be held responsible for any consequential loss by the Customer or excavation of the material by any other method.

## 9. SEALING OPERATIONS (Supplementary terms and conditions but not limited to the following)

9.1 Where the work requires RPQ to supply and stockpile aggregate on site, the Customer is to nominate a suitable, clean and hard stockpile site at no cost to RPQ.

9.2 Where the work requires RPQ to cart aggregate to the work site from a stockpile site, the site must be located within three kilometres of the work site, and RPQ reserve the right to apply additional charges outside cartage outside of three kilometres, unless otherwise specified in the quote

9.3 Where the work requires RPQ to load aggregate from a stockpile site, a site suitable for safe mechanical loading is to be supplied, and RPQ will not be responsible for remediation of the site, or any costs incurred to remediate the site.

9.4 Unless specified otherwise, the Customer is responsible for removing any loose aggregate from the site. Any potential insurance claim due to non-compliance with this clause will be rejected by RPQ and forwarded to the Customer.

9.5 Unless specified otherwise, the Customer is responsible for the erection and maintenance of all warning signs at the work site, including "Windscreen Damage" signs. Any potential insurance claim due to non-compliance with this clause will be rejected by RPQ and forwarded to the Customer.

9.6 The Quotation is based on the seal spray rates as detailed in the relevant schedule of rate item. Any variance to this rate required during the seal design verification process due to site conditions and/or other reasons outside the control of RPQ will be deemed to be a variation to the Subcontract Agreement. For the period ending 30 June 2019, the additional charge for every 0.10L increase per square metre is \$0.10 i.e. tender schedule of rate item nominates 1.2L/m2 spray rate; design verification process nominates 1.3L/m2 spray rate; RPQ will claim original tender schedule rate for 1.2L/m2 spray rate plus an additional \$0.10 due to 0.1L/m2 increase as per design verification process.

## 10. WARRANTIES

10.1 All work shall be warranted against defective materials and workmanship for three (3) months from the date of completion, unless specified otherwise in the Quotation.

10.2 Any claim or dispute in relation to the quality of workmanship or materials delivered must be made in writing to RPQ within seven (7) days of identifying the defect.

10.3 Warranty will be voided with respect to reflective cracking occurring in asphalt pavements when the cracking is caused by the underlying pavement courses.

Where Bitac Strips are placed over underlying cracked pavements prior to the asphalt overlay, warranty will be voided should reflective cracking occur. Bitac Strip is an industry accepted practice for minimising the occurrence of reflective cracking caused by the underlying pavement cracks.

10.4 Warranty will be voided with respect to damage being caused by overloading of the pavement, spillages or damage, regardless of cause.

10.5 Warranty will be voided with respect to damage being caused by excessive moisture ingress in underlying pavement, regardless of cause.

## 11. DEFINITIONS

11.1 "Customer" means the entity who has agreed to accept the Quotation, and for the purpose of executing the works, includes the Customer's employees, agents, sub-contractors.

11.2 "Quotation" means a proposal by RPQ to the Customer to carry out "works" for an agreed sum of money with terms and conditions attached.

11.3 "works" or "work" means the whole of the work, including provision of materials, to be carried out and completed in accordance with the Quotation, including variations.

11.4 "work site" or "site" means the lands and other places to be made available, and any other lands and places made available to RPQ by the Customer for the purpose of completing the works in the Quotation.

11.5 "project specific conditions" means conditions by which "works" are to be carried out, as set out in RPQ "Quotation".

11.6 "charge" means a monetary sum applied to the Customer's account or bill.

11.7 "Total Price" means the monetary figure shown in the RPQ Quotation.



# Quotation

Project 22051, Seal works on Byrimine Road and Taldora Road  
McKinlay

Project Date: 27 May 2022  
Project Price: \$286,000.00  
GST: \$28,600.00  
Total Price: \$314,600.00

11.8 "Request for Quotation" means a request for a proposal by the Customer for RPQ to provide pricing and quantities to carry out "works" for an agreed sum of money with terms and conditions attached.

11.9 "Maintenance" means any works after completion of the quoted Works. The Customer acknowledges that the completed quoted Works will be paid in full and that the RPQ Group have made no allowances for any further costs or retention of funds from the Customer.

11.10 "Rate or Rates" means to the cost per unit stated of an item.

11.11 "Main Roads Specification" or "DTMR" means the current Department of Main Roads Specifications at the time of the Request for Quotation or as specifically stated in the documents supplied in the Request for Quotation.

11.12 "Brisbane City Council Specifications" or "BCCS" means the current Brisbane City Council Specifications at the time of the Request for Quotation or as specifically stated in the documents supplied in the Request for Quotation.

11.13 "Site Testing" means any requirements under the Asphalt or Bitumen Sealing Specification requirements only.

11.14 "Survey" means a general requirement under the relevant specification which is not limited to any design requirements, survey pick-up, computations, survey control (Pavesmart or Paveset) and set-out, as constructed data as necessary and ride testing.

## QUOTATION ACCEPTANCE FORM

Client Details (Client To Complete)

Entity

Registered Address

ABN

I acknowledge that I have read and understand the attached Quote and RPQ's terms and conditions.

(Client To Complete)

Order Number

Expected Commencement of Works

Clients Onsite Manager/Foreman Name

Clients Onsite Manager/Foreman Number

Client Representative Name

(Quote Approver)

Client Representative Position

Client Representative Contact Number

Client Representative Email

Date

Signature

For programming and acceptance of your quoted works, please contact:

RPQ Representative	Phone	Mobile	Email
Sue Meredith	07 4774 4400	0418 777 152	susan.meredith@rpq.com.au

Thank you for the opportunity to quote on your project.

Aspic Infrastructure Pty Ltd Group, including but not limited to RPQ Pty Ltd, RPQ Services Pty Ltd & Road Profilers Queensland Pty Ltd.

These terms and conditions form part of and are to be read in conjunction with the particulars contained in the Quotation. The Quotation is given by our Company to the Customer to perform works as specified in the quote and the customer accepts the quote on the following terms.

Where there is a Subcontract Agreement in place between the Customer and our Company the Subcontract Agreement conditions will have precedence over the Standard Terms and Conditions herein described.

### 1 General

1.1 Our Company reserves the right to vary the rates in the quotation until such time as a site inspection by a Company representative or plans are received and the scope of the works are confirmed.

1.2 Our Company shall not be responsible for any maintenance after the completion of the work, or after the warranty period.

1.3 Our Company shall not be responsible for any property damage caused by carrying out the work unless such damage was caused solely by the negligence of our Company employees or its agents. Our Company is to be notified within 24 hours of occurrence and confirmed in writing within 7 days of occurrence.

1.4 In the event of any materials supplied or work performed by our Company being defective, the liability of our Company, if any, shall be limited to the replacement of such defective material and/or the redoing of such work. All other guarantees, warranties, undertakings, consequential loss or damage or representation expressed or implied whether arising from statute or otherwise are hereby expressly excluded (except to the extent prohibited by law).

1.5 Clerical and Technical errors are subject to correction at any time by our Company.

1.6 The customer shall indemnify our Company against all claims, damages, demands, penalties, costs, charges and expenses, or consequential loss or damage to which our Company may become partially or wholly liable through any work required to be done by our Company, or goods and materials to be supplied by our Company in accordance with the customer's specifications.

### 2 PRICE & PAYMENT

# Quotation

Project 22051, Seal works on Byrimine Road and Taldora Road  
McKinlay

Project Date: 27 May 2022

Project Price: \$286,000.00

GST: \$28,600.00

Total Price: \$314,600.00

## 2.1 The price stated includes:

2.1.1 Current costs for transport (where specified), labour and materials, excluding Bitumen, and shall remain valid for 30 days, unless otherwise specified in the quote. Items containing Bitumen are subject to the rise and fall of the General Market Price (GMP) of Bitumen from the quotation date to the commencement of the work, based on Department of Main Roads Minor Works Contracts clause B19 Adjustment for the Cost of Bitumen. Our Company reserves the right to pass on changes in the GMP of Bitumen at their own discretion;

2.1.2 The work being carried out during normal working hours Monday to Friday, 7.00am to 4.00pm, unless otherwise specified by our Company. Work completed outside these hours at the request of the customer will attract additional charges;

2.1.3 An assumption that all measured areas and project particulars that are supplied by the Customer, are accurate; and the price is subject to variation if any of the above measured areas or project particulars are inaccurate, insufficient or have varied from the date of the quotation. An agreed quantity for the variations is required to be signed off prior to the commencement of works and a negotiated rate for the variations will be determined between the client and our Company. Our Company reserves the right not to proceed until a rate for the variation is agreed upon by the customer;

2.1.4 The quoted rates being subject to change if the scheduled quantity, or the constructed quantity varies by more than 10% of the stated scheduled quantity in the quotation. Either our Company or the Customer can request a requote of the items quoted rate.

## 2.2 The price does not include:

2.2.1 Any additional services not detailed in the quotation, and the price is subject to variation to take account of changes in any exclusions.

2.2.2 Provision for site specific conditions or allowances, unless otherwise specified.

2.2.3 The cost of inductions for crews, except for an on-site induction prior to the commencement of the works of up to twenty (20) minutes. Time in excess of 20 minutes will be charged at \$60.00 per hour per man or part thereof.

2.2.4 Unless otherwise stated, the Customer will be responsible for the cost of all site testing.

2.3 This quotation is based on the full range of services stated in the quotation and is not open to acceptance in part, except for any provisional items as specified in the quote.

2.4 The quotation may be in the form of a Lump Sum, a Lump Sum with Unit Rates, or a Schedule of Unit Rates. Unit rates are quoted in accordance with the following:

2.4.1 When a price per unit of weight is stated, the quantity shall be based on weight shown on the delivery docket.

2.4.2 When a price per cubic metre is stated, the quantity, in the case of bitumen sealing, will be based on the area of work completed divided by the spread rate, in the case of excavation of material, the quantity will be work area completed multiplied by the depth of the cut.

2.4.3 When price per unit of area is stated, the quantity shall be based on the measurement of actual surface area, measured to include grade changes of the completed work.

2.4.4 When a price per unit of length is stated, the quantity shall be based on the measurement of the total length of the work completed, measured to include curves and changes in grade.

2.4.5 For items quoted on number basis, the quantity will be based on the number of items installed or supplied.

2.5 Terms of payment - Unless otherwise stated in the Quotation, payment in the form of a bank cheque is required upon completion of work, unless prior credit application is accepted. All approved account customers will be invoiced either as a progress claim or at completion of work. All accounts must be paid within thirty (30) days of end of month from date of our official invoice, unless otherwise stated.

2.6 No deductions or retentions whatsoever shall be made by the customer unless stated in quotation.

2.7 Our Company reserve the right to charge interest on any overdue amounts at a rate equal to 2% above the current overdraft rate charged to our Company by its bankers.

2.8 If required by our Company, the customer shall provide a bank guarantee for the Total Price, or in a form acceptable to our Company.

## 3 SPECIFICATIONS

3.1 Unless otherwise stated by our Company in the project specific conditions, materials and works will comply with Main Roads Specifications MRTS30 or Townsville City Council - Aspects C245 Asphalt. Materials and Works outside the scope of Main Roads Specifications will be in accordance with the relevant Australian Standard if one is available. Otherwise, materials and works will be carried out and constructed as fit for the purpose intended.

3.2 Asphalt pavements with falls of 1% or less cannot be considered to have adequate fall to stop water ponding. Where the cross-fall from crown to gully (including invert pavements) is less than or equal to 1%, our Company will not warrant any work, or be held responsible for ponding of water on the pavement.

3.3 Site Testing will not be automatically carried out but will only be done if requested by the purchaser prior to delivery.

3.4 It is agreed by the purchaser that our Company is not responsible for the following:

3.4.1 Additional work required to strengthen the subgrade or pavement base unless specifically priced as an item in the quotation or otherwise specified in the conditions of the quote.

3.4.2 Excavation of rock, milling of concrete or other similar hard materials unless otherwise specified in the quotation.

3.5 Any specific specification required by the purchaser in respect of the materials supplied shall be stated in the Quotation and confirmed by our Company. In respect of Asphalt, unless specified otherwise, the asphalt shall be based on a Class 320 Binder. The purchaser shall be liable for any charge arising from the specification as requested being changed.

3.6 Unless specified otherwise, and agreed to in writing, our Company does not make any claims to a pavements fitness for purpose, including, but not limited to its

# Quotation

Project 22051, Seal works on Byrmine Road and Taldora Road  
McKinlay

Project Date: 27 May 2022

Project Price: \$286,000.00

GST: \$28,600.00

Total Price: \$314,600.00

---

adequacy to support the intended loads imposed on it, the adequacy of the surface water drainage of the finished works, or the specifications are correct or appropriate for the intended purpose.

## 4 SITE & ACCESS

4.1 The site conditions at the time of execution of work shall not vary from conditions prevailing at the time of inspection or from conditions agreed to be provided by the Customer

4.2 Where site access is restricted, site access must be via an all weather track, of sufficient size for machinery access, unless otherwise stated in the quotation. No allowance has been made in quote for construction of access tracks, unless otherwise stated. Our Company shall not be liable for any damage or loss arising as a result of the access failing to support the necessary machinery.

## 5 CANCELLATION, DELIVERY, PROPERTY AND RISK

5.1 Our Company requires adequate notice from the Customer prior to the commencement of the work. The time for required for adequate notice varies though out the year. No guarantee is given by our Company that work will commence on the date requested or that work will be completed by any particular date. Our Company will not be liable for any loss or damage in any way arising whatsoever as a consequence of our Company failing to commence work by any particular date, or by failing to complete the work by any particular date.

5.2 If customer cancels an order through no fault of our Company and without giving adequate notice, usually twenty four (24) hours, but not limited to 24 hours when giving consideration to procurement of materials specific to the work, or dispatch times that are adequate to start the work at the programmed start time, we reserve the right to charge the Customer for any expenses incurred.

5.3 Works will only be programmed the day after all regulatory inspections are completed. Should the client request programming of works on the day of inspection, a cancellation fee will apply if unable to proceed with the programmed works

5.4 Our Company reserves the right to withdraw from the quote prior to the commencement of work, with no liability to our Company of costs incurred by the customer for any reason.

5.5 Until payment in full, our Company shall retain legal and equitable title to all materials and other items into which the materials may be incorporated and the purchaser hereby authorises our Company to re-enter onto the site for the purpose of retaking delivery if payment is not made when due.

5.6 Tender of the materials to the work site constitutes delivery of the materials.

5.7 Any risk related to the material, whether in the form of degradation of the material for its intended use, damage to the surrounding environment, or loss, passes to the Customer at the time of delivery of the materials.

5.8 Where unloading of materials is not completed within 20 minutes of arrival at no fault of our Company, our Company may, at its own discretion, charge the Customer for waiting time or vehicle hire, in respect of the delay for the additional time to unload the vehicle at a rate determined by our Company.

## 6 SHORTAGE OF MATERIALS

6.1 Our Company shall not be liable in any manner whatsoever for the delay in delivery or non-delivery (or any costs associated herewith incurred by the Customer) which are attributable to transport delays, unavailability or shortage of materials, plant or equipment breakdown, industrial stoppages or any other cause whatsoever which is beyond the direct control of our Company.

## 7 ASPHALT OPERATIONS (Supplementary terms and conditions but not limited to the following)

7.1 Pavements not constructed by our Company, which are shaped outside the adjustable limits of the paver, or undulate, or are deeper than the design depth with respect to expected finished levels, cannot be laid to a consistent design depth. This necessitates the use of extra asphalt. The customer will be liable for this extra asphalt at the quoted rate. Should the quantity used fall outside the quoted quantity by an amount greater than 10% of the quoted quantity, then our Company or the Customer is entitled to a requote of the item if either party requests a requote.

## 8 MILLING OPERATIONS (Supplementary terms and conditions but not limited to the following)

8.1 Our Company shall not be liable in any manner whatsoever for damage caused to any services that are not clearly identified on the work site.

8.2 Our Company is not responsible for employing service locating contractors on any work site, and the Customer, in agreeing to these terms and conditions, understands that it is the responsibility of the Customer to locate and mark out any services, or other objects that they could have been reasonably expected to have knowledge of their existence.

8.3 Our Company reserve the right to charge for any damage to machinery or personal injury, or losses incurred if a collision with an object, or service occurs, that is not located by the customer.

8.4 Unless specified otherwise, milling rates does not include cutting concrete.

## 9 SEALING OPERATIONS (Supplementary terms and conditions but not limited to the following)

9.1 Where the work requires our Company to supply and stockpile aggregate on site, the Customer is to nominate a suitable, clean and hard stockpile site at no cost to our Company.

9.2 Where the work requires our Company to cart aggregate to the work site from a stockpile site, the site must be located within three kilometres of the work site, and our Company reserve the right to apply additional charges outside cartage outside of three kilometres, unless otherwise specified in the quote

9.3 Where the work requires our Company to load aggregate from a stockpile site, a site suitable for safe mechanical loading is to be supplied, and our Company will not be responsible for remediation of the site, or any costs incurred to remediate the site.

9.4 Unless specified otherwise, the Customer is responsible for removing any loose aggregate from the site.

9.5 Unless specified otherwise, the Customer is responsible for the erection and maintenance of all warning signs at the work site, including "Windscreen Damage" signs.

## 10 WARRANTIES

# Quotation

Project 22051, Seal works on Byrimine Road and Taldora Road  
McKinlay

Project Date: 27 May 2022

Project Price: \$286,000.00

GST: \$28,600.00

Total Price: \$314,600.00

---

10.1 All work shall be warranted against defective materials and workmanship for three (3) months from the date of completion, unless specified otherwise in the quotation.

10.2 Any claim or dispute in relation to the quality of workmanship or materials delivered must be made in writing to our Company within seven (7) days of identifying the defect.

10.3 Warranty will be voided with respect to reflective cracking occurring in asphalt pavements when the cracking is caused by the underlying pavement courses. Where Bitac Strips are placed over underlying cracked pavements prior to the asphalt overlay, warranty will be voided should reflective cracking occur. Bitac Strip is an industry accepted practice for minimising the occurrence of reflective cracking caused by the underlying pavement cracks.

10.4 Warranty will be voided with respect to damage being caused by overloading of the pavement, spillages or damage, regardless of cause.

10.5 Warranty will be voided with respect to damage being caused by excessive moisture ingress in underlying pavement, regardless of cause.

## 11 DEFINITIONS

11.1 "Customer" means the entity who has agreed to accept the quotation, and for the purpose of executing the works, includes the Customer's employees, agents, sub-contractors.

11.2 "Quotation" means a proposal by our Company to the Customer to carry out "works" for an agreed sum of money with terms and conditions attached.

11.3 "Works" or "work" means the whole of the work, including provision of materials, to be carried out and completed in accordance with the quotation, including variations.

11.4 "Work site" or "site" means the lands and other places to be made available, and any other lands and places made available to our Company by the Customer for the purpose of completing the works in the quotation.

11.5 "Project specific conditions" means conditions by which "works" are to be carried out, as set out in our Company "Quotation"

11.6 "Charge" means a monetary sum applied to the Customer's account or bill.

11.7 "Total Price" means the monetary figure shown in the Company Quotation.

### Project Specific Condition:

Prices based on one visit to area with double/double seal to be done on the same day, extra visits/shifts will incur another establishment.

Prices subject to rise and fall of bitumen. Prices based on current May 2022 List price of C170

/ 320 ex Townsville.

Prices allow for light brooming of the base prior to sealing. Pavements requiring heavy brooming will incur additional charges.  
must be supplied by client.

Water cart not included and



**STABILISED  
PAVEMENTS  
OF AUSTRALIA**  
PTY LTD  
STRENGTH • FLEXIBILITY

## QUOTATION SUBMISSION

McKinlay Shire Council

Seal works on Byrimine & Taldora Roads

SPA Ref: T4595

Date: 30/05/22



**T4595 - McKinlay Shire Council**

Email:  
 Phone:  
 Attention: McKinlay Shire Council

RE: Seal works on Byrimine Road and Taldora Road (VP308010)

We are pleased to quote for the proposed sealing works. Unless specified otherwise, this quote and any subsequent works arising from it is subject to our attached terms, conditions and general notes. This quote is valid for 90 days

Description	Unit	Quantity	Rate	Amount
Supply & Spray AMC7 @ 1.6 L/m2 with 14mm precoated aggregate @ 100m2/m3 Incl Traffic Control	M2	32,000	5.65	180,800.00
Supply & spray C170 @ 1.2 L/m2 with 10mm precoated aggregate @ 140 m2/m3 Incl Traffic Control	M2	32,000	4.60	147,200.00
Total (excl GST)				328,000.00
GST (10%)				32,800.00
Total (incl GST)				360,800.00

Quoted rates exclude GST

This quote is based on the following assumptions:

- Client to provide: aggregate stockpile pad within 5km of works, water cart including water for initial seal, prepared pavement
- Quoted rates include one (1) mobilisation to undertake sealing at both Byrimine Road then Taldora Road with each site allowed to be completed as a double/double seal.
- Additional visits to suit client staging to be charged at
  - Establishment: \$13,500.00 / each (excl GST)
  - Daily Operations: \$19,600.00 / day [incl traffic control] (excl GST)
- Rates are based on provided quantities. Should actual quantities vary by greater than 10%; SPA reserve the right to recalculate the quoted rate.
- Supply rates for binder current at time of quoting and subject to rise & fall in line with market fluctuations from 5pm of the date of quote.

Thank you for the opportunity of quoting these works and we look forward to being of service to you

Regards,



Matt Devine  
 Engineering Manager, North Queensland

Accepted by Client

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature \_\_\_\_\_

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

**Contract**

The documents comprising this contract, in order of precedence, are:

1. SPA Quotation (including any Special Conditions);
2. SPA General Terms and Conditions;
3. Drawings (if applicable);
4. Technical Specifications;
5. Notice of Acceptance
6. Other documents expressly referred to in the Quotation.

**Extent of the Works and Pricing**

This quote is based upon information supplied to Stabilised Pavements of Australia Pty. Limited (SPA) by the Customer prior to submission of quotation. If any details change from the information supplied, SPA reserves the right to review our quotation or rates and invoice accordingly. Where work is to be paid for by a schedule of rates, the following limits of accuracy shall apply to the rates:

- (a) where indicated in the Schedule of Rates as either a ± percentage of, or a ± number of, the quantity, that percentage or number shall apply; or
- (b) where not indicated on the Schedule of Rates, the limit of accuracy shall be ± 10% of the quantity stated.
- (c) The limit of accuracy for provisional quantities and provisional sums is ± 20% of the quantity or sum stated.

Where limits of accuracy are exceeded, SPA reserves the right to ascertain if submission of revised rates and/or sums will apply.

**Validity**

- (a) This quotation is valid from a period of 90 days from the date of submission and is subject review at SPA discretion beyond this period
- (b) In the case of force majeure or other significant influence outside the control of SPA, SPA reserve the right to apply variation to any valid quotation or accepted offer under contract accordingly. Example would include fuel excise, elevated supply chain shipping/transport costs etc that are unforeseen and unreasonable to be at SPA expense without passing on.
- (c) This quotation does not allow for any site allowances or job specific conditions outside the relevant SPA enterprise agreement. Any such allowances or conditions would be subject to additional charge under the variations clause of these terms and conditions.
- (d) The Customers written order to commence work or otherwise the commencement of work by SPA constitutes acceptance of this offer in full.

**Hours of Work**

Unless specified otherwise, this quotation is based on the completion of works being undertaken during normal hours as defined under this clause. In the case whereby works are undertaken outside normal working hours, additional charges may apply under the terms of the variations clause of these terms and conditions. Normal working hours as defined by SPA and these conditions are from 7:00am until 4:30pm Monday to Friday and are exclusive of public holidays. In circumstances where project or site specific rosters are in place, these must be clearly communicated to SPA and agreed upon to ensure inclusion within our quotation.

**Variations**

SPA is not obliged to carry out any variations that are outside the scope of works as defined by the information provided by the Customer to SPA prior to the submission of this quotation. All variations should be issued in writing to SPA prior to commencement of works. Any variation carried out by SPA shall be in accordance with these conditions and at a rate agreed to between SPA and the Customer prior to commencement. In the absence of an agreed rate, any works carried out under the terms of variation shall be charged at a rate as determined by SPA.

**Specifications**

The works are to be carried out in accordance standard industry best practice unless otherwise advised in writing prior to submission of this quotation. In the case where any specifications, drawings or information otherwise is provided after submission of quotation, SPA reserves the right to review our quotation accordingly.

SPA takes no responsibility for the accuracy or suitability of any specifications, drawings or other documents provided by the Customer in relation to the works.

**Underground Services and Obstacles**

All underground services shall be clearly marked on the surface showing locations and depth and advised to the SPA representative before commencement of works. SPA shall not be liable to the Customer for any damage caused to underground services not marked in the above manner.

**Damage to plant and equipment due to unmarked obstacles or latent conditions is to be repaired at the cost of the Customer.**

**Postponement, Delays or Cancellation**

SPA reserves the right to charge a fee for costs incurred due to late changes or cancellations including (but not limited to) labour, machinery and materials

costs. If not otherwise stated, a stand down charge may be levied for planned but non-production days during programs. Where re-establishment of labour or some machinery is required in these cases or in cases for holiday periods or extended delays, some or the full establishment fee may still apply. In the event that a non-productive day or days is required for SPA to attend inductions or assist with machinery inspections, daily stand down charges will apply.

**Notices**

All notices must be given to the address shown on our quotation, or to such other address as may be designated in writing by either party to the other. This would be inclusive of electric means such as email.

**Quantity and Acceptance**

Customer acceptance of work to be agreed and signed for on a daily basis. In the event that there is no Customer representative on site then our recorded quantities shall be deemed to be correct whether signed by an authorised Customer representative or otherwise. Further progress of works without written direction otherwise prior to receipt of verification for final acceptance of the stabilised layer is at the Customer's risk.

**Payment Terms**

For existing account holders this quotation is based on full payment within 30 days from the date of the invoice. **Our invoice shall not be subject to any retention monies being held.** Where no account is held, payment terms will be negotiated prior to the commencement of works after credit references are received. Interest of 15% p.a. accruing daily will be charged on overdue accounts.

**Tax**

10% GST will be levied in addition to all quoted rates.

If there is a change in law or a new law relating to the imposition of a tax, duty, impost, levy or other charge (including any carbon type tax or similar) imposed by a government or government agency on, or incurred by, SPA which is attributable in any way to the Goods & services, SPA shall be entitled to increase the price of the Goods by an amount sufficient to offset such imposition.

**Warranty**

A warranty of defects liability period is not applicable unless otherwise written or agreed to in writing prior to acceptance of works. SPA shall not be liable for any failures that are as a result of any portion of the pavement or works that have not been completed by SPA. These may include subgrade, sub base, base course or wearing course dependent on the scope of the works.

**Liability and Indemnity**

Under the conditions of this offer, SPA shall not be liable in any circumstances including:

- i. For any damage to any property located in, or adjacent to the works site as a result of works carried out by SPA in accordance with conditions of this quotation
- ii. For any loss arising from delay during execution of the works including any stand down time incurred by the Customer due to SPA's plant/machinery breakdown or delay in delivery of materials
- iii. For any loss arising from non-conforming product that contains workmanship or materials being installed or placed by others
- iv. For any consequential loss

SPA's liability in all circumstances is limited to the value of the works that any claim may relate to.

**Extension of Time**

SPA may claim an extension of time to the Completion Date (where one is provided in writing) where:

- i. the Works are delayed by any Excusable Delay and it will prevent SPA from achieving Completion by the Completion Date;
- ii. the Works are not concurrently delayed by a cause that is not an Excusable Delay; and
- iii. the delay was not contributed to by an act or omission of SPA or its Personnel.

**Governing Law and Jurisdiction**

- i. The law of the State or Territory of the Site governs this Contract (Governing Law).
- ii. Each party irrevocably submits to the exclusive jurisdiction of the courts of the Governing Law and courts competent to hear appeals from those courts.
- iii. Neither the Sale of Goods (Vienna Convention) Act 1986 (NSW) (or similar legislation in other Australian jurisdictions) nor any international conventions or recognised customs in relation to rules that may otherwise apply for or in respect to the international sale of goods, have any application to any matter in connection with the Contract.

**Non Legislated WHS Requirements**

Our offer includes provisions for compliance with legislated WHS requirements and associated controls however no allowance has been made for any site, project or contract specific WHS requirements other than those specified during the respective RFQ or Tender Documentation. Any such request beyond a legislated requirement and not communicated through an RFQ or tender documentation will be considered a variation in accordance with the 'Variations' clause of these terms and conditions.

**Force Majeure**

SPA shall not be deemed liable under any circumstance that results in loss or damage, consequential or otherwise, arising from any delay or failure by SPA in meeting its obligation in respect to the works that are outside the control of SPA. Without limiting the generality thereof including restrictions of government or other statutory authorities, wars, riots, civil unrest, fires, storm, flood, earthquake, failure of electrical power supply, road or rail closures, epidemics, accident, labour dispute or materials or labour shortage.

**Other**

- ii. Unless otherwise expressly stated, the Customer must at its own expense apply and/or obtain all permits, approvals and licences as required for the works.
- iii. Where applicable, the copyright in all plans, designs, drawings, engineering information, data, reports, accounts and any other material given to the Customer by SPA remains the property of SPA and may only be used by the Customer for the purposes of this contract.
- iv. Where any provision of this contract is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this contract.

**Exclusions**

Unless expressly stated in the Special Conditions, work activities excluded from this Quotation are:

- i. Preparation of pavement prior to the execution of agreed scope of works;
- ii. Identification, location and marking/recording of underground services;
- iii. Supply of water and/or water carts;
- iv. Provision of level control and/or survey;
- v. Traffic control;
- vi. Internal float moves;
- vii. Any form of design;
- viii. Any form of testing;
- ix. Provision of wearing course;
- x. Third party VOC for operators;
- xi. Trials;
- xii. Trucks or any other equipment deemed necessary for loading and disposal of spoil;

**Specific Services**

Unless expressly stated in the quotation and /or Special Conditions, the following conditions are applicable for each of our core business activities:

Part Service Stabilisation

Compaction, trimming, curing and other item/s not expressly noted in the scope description provided in our quotation has not be allowed for.

Every effort is made to achieve the production rates expected by the Customer. However traffic/site conditions &/or Customer work schedule may be the controlling factors for production output per day. The invoiced amount for operations per day will be based on the higher value of either production achieved or minimum daily operation rate.

Unless otherwise stated, the price of additive (supply and/or transport) is based on the following minimum load sizes. Higher prices apply for smaller loads to account for dead freight costs. It is the responsibility of the Customer to inform SPA of any short loads required prior to quotation otherwise any short loads required will be charged as a variation.

- Cement or cementitious blends 25 tonnes
- Quicklime 24 tonnes
- Hydrated Lime 22 tonnes
- C170 Bitumen 22 tonnes

Delivery is subject to product availability. If applicable, waiting time for supply tankers will be charged at \$195.00 per hour (ex GST) after the first 1.5hrs.

**Waiting time or cartage charges for additive deliveries will be applicable due to inclement weather or any other delays caused outside the control of SPA.**

Spreader trucks are custom designed and fitted with load cells to accurately measure the quantity of additive on board. Additive will be spread to achieve the required spread rate with +/- 10% tolerance for cement and/or lime blends.

Australian Standards, NSW WorkCover and other organisations have advised ROPS may not be required for Reclaimer/Stabiliser mixing plant if a Risk

Assessment is conducted. While many SPA stabilisers are fitted with ROPS, some are not. It is the responsibility of the Customer to advise SPA if a stabiliser fitted with ROPS is required for their site conditions. It may be necessary for SPA to charge higher establishment for a ROPS fitted stabiliser.

The material to be stabilised should be such that none has a dimension greater than 75mm and 95% would pass a 50mm sieve. Material outside this requirement may result in damage to the reclaimer/stabiliser with such costs to be incurred by the Customer.

SPA are to be informed if the bitumen seal or asphalt layer thickness to be incorporated exceeds 60 mm, if pavement has been previously cement treated or is a bound pavement of any nature. SPA recommends such pavements be pulverised with a milling machine prior to stabilisation works.

**Excessive teeth and block wear i.e. more than 30 teeth and 2 blocks per day will be charged to the customer at a rate of \$9 per tooth and \$75 per block (ex GST).** Excessive wear can be a result of oversize material, bound layers/asphalt, abrasive materials (e.g. sand) or other latent causes.

SPA provides pavement and mix design proposals for costing purposes. Where testing for mix designs is carried out it is done by NATA Registered Laboratories. The Customer should satisfy themselves that the final design is suitable for their requirements. Certified pavement designs by external engineers can be arranged at cost.

Profiling

Unless expressly stated in the quotation and /or Special Conditions, provision of clean up (bobcat and broom), provision of stockpile site/s for profiled materials and profiling of rock/concrete or any other similar hard material/s has not been allowed for.

There will be no charge for wet weather if notified with a minimum of 2 hours before commencement of work, otherwise the stand-down rate will apply.

Spray Sealing

Unless expressly stated in the quotation and /or Special Conditions, cleaning of fixed structures such as kerb and guttering, removal of loose aggregate from site and erection/maintenance of warning signs has not been allowed for.

Storage of Materials

- i. Where the works require SPA to supply aggregate, the Customer is to supply a suitable, clean, hard stockpile site at no cost to SPA.
- ii. Where the Works involve SPA loading, hauling or spreading aggregate, the Customer is to provide an aggregate stockpile site suitable for mechanical loading within 3 kilometres of the Site. If the aggregate stockpile site is more than 3 kilometres from the Site, the Customer is to pay any excess haulage costs incurred by SPA at SPA's ruling rate.

Excess Materials

Where the Works comprise the supply and delivery of materials only, the Customer is to pay for any returned materials at SPA's ruling rate. The Customer is to pay the costs of transporting any excess materials from the Site to SPA's depot at SPA's ruling rate.

Demurrage and Cancellation

Based on transportation distances for binder and aggregate transport, customers should be aware of the lead times required for orders and the potential impacts of cancellations or postponed works. Any costs associated with the cancellation or postponement of works that result in demurrage or delay costs will be managed in accordance with SPA Quotation Terms and Conditions with reference to clause 'Postponement and Cancellation'.





Special Meeting of Council Tuesday 7 June 2022

**CLOSE**