

Hogan's Pocket Geomembrane Leak Location Survey

Quote 2016-063





Conditions of Quotation

| Request for Quotation (RFQ) | Hogan's Pocket Geomembrane Leak Location Survey |
|-----------------------------|--|
| | |

| Closing Time: | 10.00am, 15 December 2015 |
|---------------|---------------------------|
| RFQ Number: | Quote 2016-063 |



Table of contents

| 1 | Agree | ement to be bound by conditions of quotation | 5 |
|----|--------|---|----|
| 2 | Defin | itions | 5 |
| 3 | Inter | pretation | 7 |
| | | ground | |
| 4 | | | |
| 5 | Timet | table | 8 |
| 6 | Quota | ation documents | 8 |
| | 6.1 | Quotation documents | 8 |
| | 6.2 | Respondent has no right to claim | 8 |
| 7 | Modif | fication of the quotation documents (addenda) | |
| | 7.1 | Council may modify | 9 |
| | 7.2 | Respondent to acknowledge receipt | 9 |
| 8 | Quota | ation enquiries | 9 |
| 9 | Lodge | ement of quotations | |
| | 9.1 | Electronic submission | 9 |
| | 9.2 | Opening of quotes | 9 |
| | 9.3 | Facsimile and email submissions | 9 |
| | 9.4 | No representation | 10 |
| 10 | Quota | ation validity period | 10 |
| 11 | Late | proposals | 10 |
| 12 | Quota | ation requirements | 10 |
| | 12.1 | Documents to be submitted with quotations | 10 |
| | 12.2 | Conforming quotations | 10 |
| | 12.3 | Alternative quotations | 11 |
| | 12.4 | Quotation price | 11 |
| | 12.5 | Respondent's warranty | 11 |
| 13 | Quota | ation criteria | 11 |
| | 13.1 | Conforming quotation | 11 |
| | 13.2 | Variations to quotation criteria | 12 |
| | 13.3 | Council not obliged | 12 |
| 14 | Alterr | native quotations | 12 |

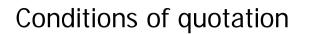


| | 14.1 | Submission of alternative quotations | 12 |
|----|-------|---|----|
| | 14.2 | Alternative quotations are non conforming | 12 |
| | 14.3 | Council not obliged | 12 |
| 15 | State | ment of departures | 12 |
| | 15.1 | Statement of departures to be provided | 12 |
| | 15.2 | Format | 12 |
| | 15.3 | Quotations deemed compliant | 12 |
| 16 | State | ment of additions and variations | 13 |
| | 16.1 | Respondent to specify | 13 |
| | 16.2 | Council's discretion | 13 |
| 17 | Accep | ptance and consideration of quotations | 13 |
| | 17.1 | Council not obliged | 13 |
| | 17.2 | Council may annul quotation process | 13 |
| | 17.3 | Council's other discretions | 13 |
| | 17.4 | Acceptance of a quotation | 14 |
| | 17.5 | Actions following acceptance | 14 |
| 18 | Signi | ng of quotation | 14 |
| 19 | Evide | ence of respondent's licensing | 14 |
| | 19.1 | Evidence of licensing | 14 |
| | 19.2 | Obligation to indemnify | 14 |
| 20 | Natu | re of contract | 14 |
| | 20.1 | General | 14 |
| | 20.2 | Lump sum contract | 15 |
| | 20.3 | Lump Sum Schedule of rates contract | 15 |
| | 20.4 | Remeasurable Schedule of Rates Contract | 16 |
| 21 | Warra | anties | 16 |
| | 21.1 | Respondent's investigations | 16 |
| | 21.2 | Respondent's ability | 17 |
| 22 | Inves | stigations by respondents | 17 |
| | 22.1 | Respondent to investigate | 17 |
| | 22.2 | Access to site | 17 |
| | 22.3 | Respondent remains responsible | 18 |
| 23 | Infor | mation required after opening of quotations | 18 |
| | 23.1 | Respondent to provide additional information if requested | 18 |
| | 23.2 | Respondent interviews | 18 |
| | 23.3 | Changes to quotations | 18 |



| 24 | Quota | ation evaluation | 18 |
|----|-------|--|----|
| | 24.1 | Local government act | 18 |
| | 24.2 | Local Preference | 18 |
| | 24.3 | Other | 19 |
| | 24.4 | Council may change criteria | 20 |
| 25 | Contr | ract | 20 |
| | 25.1 | Council to send contract for signing | 20 |
| | 25.2 | Respondent must sign contract | 20 |
| 26 | Repre | esentations by Council | 20 |
| | 26.1 | Council makes no representations | 20 |
| | 26.2 | Council not obliged to contract | 20 |
| | 26.3 | Council may terminate quotation process | 20 |
| | 26.4 | Council not liable for respondent's costs | 20 |
| 27 | Relia | nce by respondent | 20 |
| | 27.1 | Quotation information for convenience only | 20 |
| | 27.2 | Respondent not to rely | 21 |
| | 27.3 | Respondent to examine information | 21 |
| | 27.4 | Council not liable | 21 |
| 28 | No co | ollusion | 21 |
| 29 | Confl | licts of interest | 21 |
| | 29.1 | Respondent to identify conflicts | 21 |
| | 29.2 | Respondent to notify if conflict arises | 21 |
| | 29.3 | Council's rights | 22 |
| | 29.4 | Respondent must not canvas support | 22 |
| 30 | Costs | s of quotation | 22 |
| 31 | Use o | of information | 22 |
| | 31.1 | Quotations are council property | 22 |
| | 31.2 | Quotation documents are council property | 22 |
| | 31.3 | Intellectual property in quotation documents | 23 |
| | 31.4 | Respondent licences council | 23 |
| | 31.5 | Council may make copies | 23 |
| 32 | Priva | cy act compliance | 23 |
| 33 | Gove | rning law and jurisdiction | 23 |
| | 33.1 | Governing law | 23 |
| | 33.2 | Governing jurisdiction | 23 |





Quotation 2016-053

1 Agreement to be bound by conditions of quotation

In consideration of Mackay Regional Council:

- (a) inviting the Respondent to quotation for the Services the subject of these Conditions of Quotation; and
- (b) agreeing to evaluate each Quotation submitted by the Respondent in accordance with these Conditions of Quotation,

the Respondent agrees to be bound by these Conditions of Quotation for each Quotation submitted by the Respondent.

2 Definitions

These Conditions of Quotation use definitions, some of which are found elsewhere in the Quotation Documents. Respondents should note the following defined terms:

| Term | Definition | |
|------------------------------------|---|--|
| Addenda or Addendum | means any document issued by Council pursuant to clause 7 of these Conditions of Quotation. | |
| Alternative Quotation | has the meaning given to it in clause 14 of these Conditions of Quotation. | |
| Conditions of Contract | means the contract pursuant to which any successful Respondent will be engaged by Council to carry out the Services, an indicative copy of which is set out in quotation Schedule 1. | |
| Conforming Quotation | means a Quotation that: | |
| | (a) conforms with these Conditions of Quotation and with all applicable Legislative Requirements; and | |
| | (b) meets all safety and engineering standards to the satisfaction of Council; and | |
| | (c) 'Contract' means any contract formed between Council and the successful Respondent pursuant to clause 0 of these Conditions of Quotation and without limitation includes the Conditions of Contract. | |
| Council | means Mackay Regional Council and includes where relevant any of its officers, agents or employees. | |
| Date of Acceptance of Quotation | is the date so stated by Council in any Letter of Acceptance issued by Council pursuant to clause 17 of these Conditions of Quotation. | |
| Date of the Invitation to | means the date on which Council invited Respondents to submit | |



| Term | Definition | |
|------------------------------------|--|--|
| Quotation | a Quotation in accordance with the Quotation Documents. | |
| Day | means calendar day. | |
| Drawings | means any diagrams, charts, maps, designs and other simila documents issued by Council as part of the Quotation Documents. | |
| Legislative Requirements | includes: | |
| | (a) acts, regulations, by-laws, ordinances, orders, awards and proclamations of the Commonwealth, the State o Territory or of the local government in which the Services or any part thereof is being carried out; | |
| | (a) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Services; and | |
| | (b) fees and charges payable in connection with the foregoing. | |
| Letter of Acceptance | means a letter provided by Council to the successful Responden pursuant to clause 17 of these Conditions of Quotation. | |
| Letter of Quotation | means the letter (in the form set out in (in the form set out in Quotation Schedule 1) to be sent by a Respondent to Council enclosing that Respondent's Quotation. | |
| Mandatory | means enforcing strict compliance; not directory | |
| Moral Rights | means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, or particularly as conferred by the <i>Copyright Act 1969</i> (Cth), and rights of a similar nature anywhere in the world whether existing before, on or after the Date of the Invitation to Quotation. | |
| Non-Conforming Quotation | means a Quotation that does not strictly comply with the Quotation Criteria and includes an Alternative Quotation. | |
| Personnel | has the meaning given to it in clause 32.4. | |
| Privacy Act | means the Privacy Act 1988. | |
| Program | means the Respondent's program for the performance of the Services which must be submitted with a Respondent's Quotation. | |
| Schedule of Prices and/or Rates | means, if a Schedule of Prices and/or Rates is included in these Conditions of Quotation, that Schedule to be completed by the Respondent for a lump sum contract and/or a schedule of rates contract as the case may be. | |
| Site | means the site at which the Services are to be performed. | |
| Statement of Departures | means any Schedule created by the Respondent pursuant to clause 15 of these Conditions of Quotation, in the form set out in Schedule 2 , listing all departures in the Quotation from the Quotation Documents. | |
| Technical Specification | means any Technical Specification created by or on behalf or Council and included in the Quotation Documents, setting out the requirements for the Services. | |
| | | |





| Term | Definition |
|------------------------|--|
| Quotation | means the quotation submitted by the Respondent in accordance with these Conditions of Quotation and may include an Alternative Quotation and a Non-Conforming Quotation. |
| Quotation Closing Date | means the date and time specified in clause 5 or such other date as may be determined by Council. |
| Quotation Criteria | means the criteria to be met by the Respondent, as set out in clause 13 of these Conditions of Quotation. |
| Quotation Documents | has the meaning given to it in clause 6 of these Conditions of Quotation and, without limitation, includes these Conditions of Quotation. |
| Quotation Item | means the items listed in a Quotation which the Respondent, in accordance with the Quotation Documents, offers to provide to Council or requires payment for by Council, as set out in the Schedule of Prices and/or Rates as appropriate. |
| Quotation Period | means the period of time from the Date of the Invitation to Quotation to the Date of Acceptance of Quotation. |
| Quotation Price | means the amount of money for which the Respondent offers to perform the Services, as set out in the Quotation Documents. |
| Respondent | means the person, company or other entity submitting a Quotation. |
| Services | has the meaning given to it in the Conditions of Contract. |

3 Interpretation

In these Conditions of Quotation:

- (a) the singular includes the plural and vice versa and a gender includes other genders;
- (b) a reference to a party is to be construed as a reference to a party to these Conditions of Quotation and includes its successors and permitted assigns;
- (c) a reference to an item in a clause, schedule, annexure or appendix is a reference to an item in the a clause of or schedule, annexure or appendix to these Conditions of Quotation and references to these Conditions of Quotation include its schedules and any annexures;
- (d) where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;
- (e) a reference to a document or agreement including these Conditions of Quotation includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (f) in the interpretation of these Conditions of Quotation, headings are to be disregarded;



- (g) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it; and
- (h) the words 'including' and 'includes' and any variants of those words, will be read as if followed by the words 'without limitation'.

4 Background

Council seeks quotations for the Survey of the Hogan's Pocket Geomembrane Leak Location using dipole methods.

5 Timetable

The following timetable is indicative only and may be amended at any time in the absolute discretion of Council:

| Action | Time/Date |
|---|------------------|
| Quotation Release (Date the Quotation was advertised) | 25 November 2015 |
| Site Visit | NIL |
| Quotation Closing Date | 15 December 2015 |
| Contract Award | February 2016 |

6 Quotation documents

6.1 Quotation documents

The Quotation Documents forming part of this Quotation are:

- (a) the Conditions of Quotation and its Quotation Schedules;
- (b) the Conditions of Contract;
- (c) the Special Conditions of Contract (Included in "Scope of Services")
- (d) the Scope of Work;
- (e) the Technical Specification; and
- (f) any Addenda issued pursuant to clause 7.

6.2 Respondent has no right to claim

The Respondent has no right or entitlement for time or financial compensation whatsoever (including, without limitation, to a claim for economic loss or loss of opportunity) arising from or with respect to or by reason of any error, omission, or misrepresentation (express or inferred) in the Quotation Documents.



7 Modification of the quotation documents (addenda)

7.1 Council may modify

Council may at any time prior to the Date of Acceptance of Quotation modify any provision or part of the Quotation Documents by issuing a written Addendum by mail, facsimile or email to all Respondents. Addenda issued will be numbered consecutively, commencing with the number 1.

7.2 Respondent to acknowledge receipt

The Respondent must acknowledge receipt of any written addenda within 7 Days of receipt, and must set out in their Letter of Quotation all addenda received.

8 Quotation enquiries

Any enquiries by Respondents including any request for access to the Site are to be directed to:

Joanne Simpson, Acting Contracts Coordinator via contracts@mackay.qld.gov.au

9 Lodgement of quotations

9.1 Electronic submission

Quotes shall be submitted electronically via the Queensland Government Procurement Transformation QTenders website, the respondent:

- a) Must ensure that the quote is submitted in the format specified;
- b) Must ensure that they have allowed sufficient time to upload documentation;
- c) May submit multiple attachments to the Council to this website;
- d) Must keep the file size of each document below 10MB (10,000KB);
- e) Must ensure prior to submitting the quote that it is free from viruses and has been checked with an up to date virus checking program;
- f) When the quote document/s is processed a system generated receipt confirmation shall be emailed to the respondent.

A Respondent may submit more than one quote in response to this invitation.

9.2 Opening of quotes

There will not be a public opening of Quotes.

9.3 Facsimile and email submissions

A Quote submitted by facsimile or email is a Non-Conforming Quote.





9.4 No representation

Any letter or other form of written or oral acknowledgment by Council of receipt of the Quote and the Quote Deposit (where applicable) does not imply that the Quote has been admitted or accepted as a Conforming Quote or a Non-Conforming Quote and nor does it constitute any representation by Council as to any other matter.

10 Quotation validity period

Any Quotation lodged remains valid and binding upon the Respondent for a period of 90 Days from the Quotation Closing Date or such later date as may be mutually agreed between the Respondent and Council and shall not otherwise be withdrawn by the Respondent.

11 Late proposals

Proposals lodged with or received by Council after 10.00am on the Quotation Closing Date are deemed to be late and will be opened and registered separately. Council may, but is not bound to, consider or accept a late Quotation.

12 Quotation requirements

12.1 Documents to be submitted with quotations

In their Quotations, Respondents must provide all information required by the Quotation Documents, including:

- (a) a completed Letter of Quote (Quotation schedule 1);
- (b) details of how the Quotation meets the requirements of the Quotation Documents;
- (c) a Statement of Departures (Quotation schedule 2);
- (d) a Statement of Additions and Variations (Quotation schedule 3) (if any);
- (e) a completed Compliance Checklist including relevant attachments (Quotation Schedule 4);
- (f) a completed Schedule of Prices and Rates (Quotation schedule 5);
- (g) Policies and Plans and Program;
- (h) any other information as set out and required in the Conditions of Quotation and the Quotation Schedules; and
- (i) any other information required by the Quotation Documents.

12.2 Conforming quotations

For a Conforming Quotation, a Respondent must as part of its quotation:

(a) complete and sign a Letter of Quotation, in the form set out in quotation schedule 2;



- (b) complete and sign a Statement of Departures in the form set out in quotation schedule 2; and
- (c) without limitation, comply with the requirements of clauses 12 and 13 of these Conditions of Quotation.

12.3 Alternative quotations

For an Alternative Quotation, Respondents must, amongst other things, complete:

- (a) a Letter of Quotation in the form set out in Quotation schedule 1, except that:
 - (i) the letter must be clearly marked 'Alternative Quotation';
 - (ii) the terms of the letter ought be revised accordingly; and
- (b) the Statement of Additions and Variations in the form set out in Quotation schedule 3.

12.4 Quotation price

The Quotation Price shall be submitted in the Letter of Quotation, including for any Alternative Quotation.

12.5 Respondent's warranty

In submitting a Quotation, the Respondent warrants that it complies with Legislative Requirements such as are applicable.

13 Quotation criteria

13.1 Conforming quotation

- (a) To be considered to be a Conforming Quotation, a Quotation must comply with the following criteria. No exceptions to these criteria are permitted in the Statement of Departures included with any Conforming Quotation:
 - (i) Quotations must comply with these Conditions of Quotation;
 - (ii) Quotations must address the Quotation Evaluation Criteria in clause 25 of the Conditions of Quotation;
 - (iii) Quotations must be based on the entire scope of Services under the Contract as may be specified in the Quotation Schedules, including the Technical Specification;
 - (iv) Quotations must be in accordance with any design and process specified in the Technical Specification;
 - (v) Quotations must be based on compliance with all performance requirements contained in the Contract; and
 - (vi) Quotations must be complete Quotations, containing all documentation described in clause 12 of the Conditions of Quotation.
- (b) A Quotation that does not comply with clause 13.1(a) is a Non-Conforming Quotation.





13.2 Variations to quotation criteria

Any variation to the criteria in clause 13.1(a) proposed by the Respondent must be submitted as an Alternative Quotation in accordance with clause 14.

13.3 Council not obliged

Council may, but is not bound to, consider or accept a Non-Conforming Quotation i.e. a quotation that does not comply with the Quotation Criteria.

14 Alternative quotations

14.1 Submission of alternative quotations

Where a Respondent seeks to vary the Quotation Criteria of Council, the Respondent may, subject to this clause, in addition to any Conforming Quotation submitted, also submit an Alternative Quotation clearly marked as 'Alternative Quotation'. The Alternative Quotation must clearly describe the extent to which the Quotation Criteria are proposed to be varied by, amongst other things, completing the Statement of Additions and Variations found in Quotation schedule 3.

14.2 Alternative quotations are non conforming

An Alternative Quotation is not a Conforming Quotation.

14.3 Council not obliged

Council may, but is not bound to, consider or accept an Alternative Quotation.

15 Statement of departures

15.1 Statement of departures to be provided

Each Respondent, whether it provides a Conforming Quotation, a Non-Conforming Quotation or an Alternative Quotation, must provide a Statement of Departures with the Quotation. The purpose of this Statement is to highlight those clauses in the Contract and/or conditions in the Quotation Documents that the Respondent does not accept or will not be able to fully comply with.

15.2 Format

The Statement of Departures must be in the format and completed in accordance with the instructions specified in Quotation schedule 2.

15.3 Quotations deemed compliant

If the Statement of Departures is not completed or if it does not indicate clauses or conditions of the Contract or Quotation Documents that the Respondent does not accept or will not be able to fully comply with, the Respondent will be deemed to have fully complied with and accepted all those clauses and conditions. Such full compliance means:

(a) in the case of a clause which is of an informative nature only – that the clause has been read and understood;



- (b) in the case of a clause which imposes a contractual condition that the condition is agreed to in a strict and literal sense; and
- (c) in the case of a clause which specifies a characteristic or performance standard to be met by the Respondent – that the Respondent's offer is to provide or exceed the specified characteristic or standard.

16 Statement of additions and variations

16.1 Respondent to specify

In addition to or in lieu of an Alternative Quotation, if there are any:

- (a) proposed optional additions to the requirements in the Quotation documents; and/or
- (b) proposed optional variations to the requirements in the Quotation documents

which the Respondent is willing to incorporate as part of its Quotation and which will have significant commercial value to Council and which are proposed by the Respondent then the Respondent must specify these in a Statement of Additions and Variations in accordance with Quotation schedule 3.

16.2 Council's discretion

Incorporation of any additions or variations specified in the Statement of Additions and Variations of the Respondent is at the discretion of Council.

17 Acceptance and consideration of quotations

17.1 Council not obliged

Council is under no obligation to accept the lowest or any Quotation.

17.2 Council may annul quotation process

Without limiting any other term of the Conditions of Quotation (which includes but is not limited to clause 27, 28 and 31 hereof), Council may accept or reject any Quotation, annul the Quotation process and reject all Quotations, at any time prior to the Date of Acceptance of Quotation, without incurring any liability for cost, expense, loss or damage to the affected Respondent or Respondents or any obligation to inform the affected Respondent or Respondents of the grounds for Council's action or inaction.

17.3 Council's other discretions

Council may at any time in its absolute discretion during the Quotation Period:

- (a) request clarification or additional information from any Respondent;
- (b) provide additional information to any or all Respondents;
- (c) invite a Respondent to change its Quotation to take account of a change in any regard concerning the Quotation Documents, which includes, but is not limited to, the Technical Specification;



- (d) discontinue negotiations with any Respondent;
- (e) decide not to proceed with a quotation process; and
- (f) enter into discussions with one or more Respondents including as to their Quotation Price.

17.4 Acceptance of a quotation

A Quotation is deemed to be accepted by Council only when Council provides to a Respondent a Letter of Acceptance.

17.5 Actions following acceptance

Following acceptance of a Quotation, Council may, but is not required to, notify the name of the successful Respondent(s) to all unsuccessful Respondents and may at its discretion disclose the accepted Quotation Price(s).

18 Signing of quotation

If the Respondent is a corporation, the Quotation shall be signed by the affixing of the signature of a senior executive of the corporation having authority to sign the Quotation on its behalf or by affixing the seal of the corporation in accordance with its constitution and the *Corporations Act 2001* (Cth).

19 Evidence of respondent's licensing

19.1 Evidence of licensing

It is a requirement of the *Queensland Building and Construction Commission Act 1991* that a Contractor must be licensed to carry out certain works and services. If any of the Services requires a licence under that Act then the Respondent must submit with its Quotation evidence of such licence.

19.2 Obligation to indemnify

The Respondent's submission of a Quotation in response to the Conditions of Quotation means that the Respondent irrevocably warrants that it complies in all respects (including concerning licences) in accordance with the *Queensland Building and Construction Commission Act 1991* and the Respondent agrees to indemnify Council for any breach of this warranty.

20 Nature of contract

20.1 General

- (a) The nature of the Contract is as stated in the Quote Documents, being:
 - (i) lump sum (including a lump sum schedule of rates);
 - (ii) remeasurable schedule of rates; or
 - (iii) if expressly stated to be so, a combination of (i) and (ii).



- (b) For the purposes of the Conditions of Quotation, including this clause 21 and the Pricing Schedule, 'lump sum' means the Works will be performed by the Respondent under the Contract for a fixed price, which may only be adjusted as provided for in the Contract.
- (c) If the Contract contains a schedule of rates, the Contractor may be paid either a lump sum or on a remeasurable schedule of rates. Unless expressly stated to the contrary in the Quote Documents, the Contract and any reference to it as containing a schedule of rates means that the Works will be performed for a lump sum and will not be remeasurable.
- (d) Any quantities that have been provided in any Pricing Schedule by or on behalf of Council and which schedule is in, is adopted from or is part of any document forming part of the Quote Documents and the Contract (whether prepared by or on behalf of Council or the Respondent) are provisional, estimated and indicative quantities only, are not guaranteed by Council and may be increased or decreased in accordance with the Contract.
- (e) If there is any discrepancy between the Quote Price and the quantities of prices, rates or other information (or their respective summation) described in the Pricing Schedule:
 - (i) if the Contract is a lump sum contract, then the Quote Price has priority over the individual items of information in the Pricing Schedule; and
 - (ii) if the Contract is a remeasurable schedule of rates contract, then the rates shown in the Pricing Schedule have priority over the Quote Price.

20.2 Lump sum contract

For lump sum contracts:

- (a) the Respondent shall state the lump sum Quote Price in the Letter of Quote to perform the Works;
- (b) The Respondent shall also complete the Pricing Schedule which must be fully priced and summed to agree with the lump sum Quote Price in the Letter of Quote;
- (c) Any items not listed in the Pricing Schedule but necessary for the completion of the Works in accordance with the Contract shall be deemed to be included in the Pricing Schedule and in the Quote Price; and
- (d) If any correction is necessary in the Pricing Schedule to agree with the lump sum Quote Price, if directed by Council the Respondent must immediately make such alterations in and to the Pricing Schedule as Council may consider necessary for such purpose.

20.3 Lump Sum Schedule of rates contract

For schedule of rates contracts:

- (a) as described in clause 20.1(c) above, unless expressly stated to the contrary in the Quote Documents, the Quote Price is lump sum;
- (b) the Respondent must complete the Pricing Schedule by adding its tendered rates to the quantities or nature of the Works described;
- (c) if not satisfied with the completeness of the Pricing Schedule, the Respondent shall insert any further items which the Respondent requires to price separately. Any other items



not listed in the Pricing Schedule but necessary for the completion of the Works in accordance with the Contract shall be deemed to be included in the Pricing Schedule;

- (d) the Respondent shall state in the Pricing Schedule the Quote Price by summing the itemised amounts in the Pricing Schedule, and this sum shall be inserted in the Letter of Quote. This sum shall be the lump sum Quote Price; and
- (e) if any error is made in the calculations or summation of the itemised amounts in the Pricing Schedule, the Respondent shall be bound by the Quote Price stated in the Letter of Quote and the rates and amounts in the Pricing Schedule may be altered by Council to conform with the Quote Price.

20.4 Remeasurable Schedule of Rates Contract

Further to clause 20.1, if it is expressly stated in the Quote Documents that the Contract is a remeasurable schedule of rates contract, then:

- (a) the Works performed under the Contract may be measured to recalculate the amount payable to the Contractor under the Contract;
- (b) the Respondent will complete the Pricing Schedule by adding its rates and totalling those rates, not as a lump sum, but for the purposes of enabling Council to compare Tenders;
- (c) where Council has accepted rates, the amount payable under the Contract will be the sum of the product ascertained by multiplying the measured quantity of each item of work actually carried out under the Contract by the rate accepted by Council for the item;
- (d) where the actual quantity of part of the Works required to perform the Contract is:
 - (i) less than the quantity shown in the Pricing Schedule, where Council accepted a rate for that part of the Works, the rate shall apply to the lesser quantities; and
 - (ii) greater than the quantity shown in the Pricing Schedule, the amount payable under the Contract will only be adjusted in the terms of any variation properly issued under and in accordance with the Contract; and
- (e) if there is any error in the rates or prices in the Pricing Schedule which is different to the Quote Price, the rates and prices described in the Pricing Schedule apply.

21 Warranties

21.1 Respondent's investigations

In submitting a Quotation, the Respondent warrants that it has carried out all relevant investigations (including of the Site and whether or not the Respondent has availed itself of any opportunity to inspect the Site or otherwise and whether the opportunity to so inspect the Site has been given to the Respondent or not) and has examined and acquainted itself with and satisfied itself concerning:

- (a) the contents of the Quotation Documents and their completeness;
- (b) all information which is relevant to the risks, contingencies and other circumstances which could affect the Quotation;
- (c) the accuracy, completeness and sufficiency of the Quotation; and



(d) the appropriateness and sufficiency of the Quotation Price offered by the Respondent in its Quotation to perform the Services.

21.2 Respondent's ability

In submitting the Quotation, the Respondent further warrants:

- (a) the accuracy of all information provided by the Respondent in the Quotation;
- (b) that it has all necessary experience, skill and resources to perform and carry out its obligations in accordance with the Quotation Documents;
- (c) that it is willing to accept the contractual terms and conditions of Council as contained or described in the Quotation Documents; and
- (d) that the Respondent is able to commence the services the subject of this Quotation as required by Council.

22 Investigations by respondents

22.1 Respondent to investigate

Respondents must make their own investigations as to the nature of the Site and its surrounds and satisfy themselves as to the accuracy and completeness of any matters stated in the Quotation Documents and of any assumptions upon which Respondents base their Quotations prior to submitting their Quotation.

22.2 Access to site

- (a) Access to the Site for the purposes of conducting investigations may be arranged by contacting the person specified in clause 8.
- (b) Before entering the Site, the Respondent must inform itself of, and take, all necessary precautions to avoid harm to themselves or damage to their property during the visit.
- (c) The Respondent assumes complete responsibility for their safety and that of their invitees, notwithstanding any omissions, errors or inadequacies in the conditions or information provided by Council regarding the Site visit.

Council will not be arranging an inspection of the Site. If a Respondent wishes to visit the site, they may do so at their own cost and risk subject to the following conditions:

- (a) the Respondent must notify Council in advance of the day and time it intends to visit, and if Council advises that the proposed day or time is inappropriate or inconvenient, the Respondent must propose an alternative day and time for Council's consideration;
- (b) any visit is done in accordance with all conditions advised by Council;
- (c) before entering the Site, the Respondent must inform itself of, and take, all necessary precautions to avoid harm to themselves or damage to their property during the visit; and
- (d) the Respondent assumes complete responsibility for their safety and that of their invitees, notwithstanding any omissions, errors or inadequacies in the conditions or information provided by Council regarding the Site visit.





22.3 Respondent remains responsible

Failure to investigate or to fully and properly investigate the conditions associated with the Site and the Services shall not relieve the Respondent from responsibility for properly estimating the difficulty or cost of successfully performing the Services. This clause and other relevant clauses of these Conditions of Quotation (which without limitation include clauses 21 and 28) apply whether access to the Site has been given to Respondents or whether it has not.

23 Information required after opening of quotations

23.1 Respondent to provide additional information if requested

The Respondent must provide, after the opening of Quotations, any additional information which may be requested by Council for evaluation of the Quotation(s).

23.2 Respondent interviews

Without limiting clause 17, Council may also interview a Respondent in relation to the Quotation. The Respondent shall be represented at such interviews by a responsible member or members of its staff who are conversant with all technical, financial and contractual details of the Quotation, who are authorised to make, at the interview, any decision on behalf of the Respondent and who are able to indicate the relative values of any items under discussion.

23.3 Changes to quotations

Council may after the Quotation Closing Date invite all or any Respondents to change their Quotation to take into account changes to the Quotation Documents as may be advised by Council.

24 Quotation evaluation

24.1 Local government act

Evaluation of Quotations will be generally in accordance with the requirements of the *Local Government Act 2009* (Qld) and other applicable Legislative Requirements. Section 104 of the *Local Government Act 2009* requires Council to have regard to the following principles:

- (a) open and effective competition;
- (b) value for money;
- (c) development of local business and industry;
- (d) environmental protection; and
- (e) ethical behaviour and fair dealing.

24.2 Local Preference

In consideration of supporting local business and industry, Council will apply an additional weighting to conforming tendered prices submitted by local suppliers.



The maximum percentage applied to local businesses is 10 percent. Lower percentages are applicable based upon the value of the contract, with higher value contracts attracting lower percentages.

24.3 Other

In addition to the principles in clause 25.1 above, factors which will be taken into consideration by Council in assessing Quotations and Respondents include:

| A) Tenderer Qualifications Describe the Respondent's qualifications including the list below in an | Weightir <30%> | • |
|---|------------------------------|--------------------------|
| attachment and label it "Tenderer Qualifications" per index: (a) Statement of previous experience detailing the square metres and number of projects performed using the survey methods detailed in this specifications; | "Tenderer Qualifications" | Tick if attached D |

| | Key Personnel skills and experience bondents should provide as a minimum in an attachment labelled "Key sonnel" per index information of proposed personnel to be allocated | Weightir <35%> | • |
|-----|---|-------------------|----------|
| | is project, including: | | |
| (a) | Their role in the performance of the Contract; and | | |
| (b) | Curriculum vitae; and | | |
| (c) | Membership of any professional or business association; and | "Key | Tick if |
| (d) | Qualifications, with particular emphasis on experience of personnel in projects with a similar requirement including a statement meeting the requirements of Clause 2 of the Scope of Services; and | Personnel" | attached |
| (e) | Statement of experience detailing the square metres and number of projects successfully performed using the survey methods detailed in the Scope of Services. | | |

| | Demonstrated Understanding pondents should detail the process they intend to use to achieve | Weightir <35%> | - |
|-----|--|---------------------------------|---|
| com | pliance with the requirements of the Specification, including: | | |
| (a) | A demonstrated understanding of the scope of work including relevant methodology/work-method statements; and | | |
| (b) | A construction program detailing the anticipated durations and interrelations of the various Survey activities (e.g. site establishment, calibration, testing, repairs); and | | |
| (c) | Description of survey methods, procedures, site preparations, quality control procedures and field sensitivity testing procedures proposed; and | "Demonstrated Understanding" | |
| (d) | Details of Labour and Equipment (to be supplied by Others) required for survey area preparation; and | | |
| (e) | Details of Labour and Equipment (to be supplied by Others) required for the Dipole Leak Location Survey; and | | |
| (f) | Details of Labour and Equipment (to be supplied by Others) required for Repair work and testing of repairs. | | |





24.4 Council may change criteria

Without limitation to Council's rights under any other provision of these Conditions of Quotation, Council may change any criteria set out or referred to in this clause 25 without any obligation to notify Respondents of such change.

25 Contract

25.1 Council to send contract for signing

Following the sending of any Letter of Acceptance pursuant to clause 17, the Contract will be sent to the successful Respondent for signing.

25.2 Respondent must sign contract

Within seven Days of being requested in writing by Council to do so, the successful Respondent must sign the Contract and return it to Council.

26 Representations by Council

26.1 Council makes no representations

Council does not make any representations, express, implied or inferred, or provide any undertakings to Respondents other than to invite them to submit a Quotation.

26.2 Council not obliged to contract

Council is not obliged to negotiate or sign a Contract with any Respondent.

26.3 Council may terminate quotation process

Council may, by notice in writing to the Respondents, terminate this quotation process at any time at no cost or loss (contingent or otherwise) to Council and the Respondent shall have no right or entitlement for any compensation whatsoever arising from such termination.

26.4 Council not liable for respondent's costs

Without limiting the terms of clause 27.3, Council is not responsible for, or is not liable to pay for any costs, expenses, losses or damages which may be incurred by any Respondent in the preparation or submission of its Quotation.

27 Reliance by respondent

27.1 Quotation information for convenience only

Any information supplied to a Respondent in the Quotation Documents or otherwise or in subsequent oral or written communication by or on behalf of Council is provided to the Respondent for convenience only and may not be complete, up to date or accurate.





27.2 Respondent not to rely

The Respondent will not rely upon any matter disclosed or representation, warranty or statement (oral or otherwise) made to the Respondent by Council, whether in the Quotation Documents or otherwise, and will make and rely solely upon its own independent investigation, judgment and assessment of any such matter or representation.

27.3 Respondent to examine information

The Respondent must carefully review the Quotation Documents and all documentation and all other material provided and must make any enquiries which the Respondent considers necessary or desirable to verify the information and materials contained in the Quotation Documents or in any subsequent oral or written communication or material. The Respondent has no right or entitlement for time or financial compensation of any kind arising from, or with respect to, or by reason of any error, omission, or misrepresentation (including for any incompleteness or inaccuracy) in the Quotation Documents.

27.4 Council not liable

The Respondent releases Council against any liability or cost, expense, loss or damage arising from any claim, suit, demand, proceeding or action which, but for this document, the Respondent may have had against Council in respect of any matter disclosed or representation or warranty (oral or otherwise) made to the Respondent by Council.

28 No collusion

The Respondent warrants that:

- (a) neither the Respondent not any of its servants or agents nor any other party on its behalf had any knowledge of the Quotation Price of any other Respondent prior to submitting its Quotation nor has the Respondent disclosed to any rival Respondent the Quotation Price;
- (b) neither the Respondent nor any of its servants or agents nor any other party on its behalf have entered into any contract, arrangement or understanding having the result that on having its Quotation accepted and/or being awarded the Contract, the Respondent will pay to any unsuccessful Respondent any moneys or other reward in respect of or in relation to the Quotation or any Contract; and
- (c) the Quotation is a genuine competitive quotation.

29 Conflicts of interest

29.1 Respondent to identify conflicts

Respondents must clearly identify in their Quotation if they have any actual or perceived conflict in responding to this Quotation, and if so, the manner in which they intend to deal with that conflict.

29.2 Respondent to notify if conflict arises

If, at any time, an actual or potential conflict of interest arises for any Respondent, that Respondent must immediately notify Council in writing of that conflict of interest.





29.3 Council's rights

If a Respondent notifies Council of an actual or potential conflict of interest or Council becomes aware of the existence of an actual or potential conflict of interest, Council may, in its absolute discretion:

- (a) enter into discussions to seek to resolve such conflict of interest;
- (b) cease further consideration of and disregard the Quotation lodged by that Respondent; and/or
- (c) take any other action, as it considers appropriate.

29.4 Respondent must not canvas support

Any Respondent who directly or indirectly canvasses support from an elected member, employee or agent of Council will be disqualified and any Quotation submitted will not be considered.

30 Costs of quotation

Council is not liable for any costs, expenses, losses or damages, however arising which a Respondent incurs or becomes liable for in relation to or in connection with the preparation of a Quotation, any representations by or on behalf of Council, the submission of a Quotation, subsequent clarifications to a Quotation, submissions after lodgement of a Quotation (whether or not that submission is required by Council), or any other part of the Quotation process and the Respondent releases Council from any such claim whatsoever and howsoever brought. Each Respondent participates in this Quotation at its own risk.

31 Use of information

31.1 Quotations are council property

All Quotations submitted by a Respondent become the property of Council and will not be returned to the Respondents.

31.2 Quotation documents are council property

The Quotation Documents and all documents, information, Drawings, specifications, technical information and other material and information provided to a Respondent (whether before or after the issue of these Conditions of Quotation):

- (a) remain the property of Council;
- (b) must only be used for the purpose of preparing a Quotation and for no other purpose;
- (c) must not be disclosed to any person other than to a person who is assisting the Respondent in preparing its Quotation; and
- (d) must be returned by an unsuccessful Respondent to Council within 7 Days of being requested to do so by Council.





31.3 Intellectual property in quotation documents

All intellectual property rights which exist in information contained in these Conditions of Quotation or any related material will remain the property of Council but the Respondent is permitted to use that information and material for the purpose only of compiling its Quotation.

31.4 Respondent licences council

Each Respondent licences Council and its officers, employees, agents, advisers and representatives ('**Personnel**') to copy, adapt, amend, disclose or do anything else necessary (in Council's sole discretion) to all material (including that which contains intellectual property rights of the Respondent or other persons) contained in its Quotation for the purpose of Council's evaluation of that Quotation, negotiating any Contract with the successful Respondent (if this Quotation process proceeds to that stage) and this Quotation process generally.

31.5 Council may make copies

Council and its Personnel may make such copies of a Quotation as it requires for those purposes.

32 Privacy act compliance

In relation to any 'personal information' (as defined in the Privacy Act) provided by a Respondent in connection with its Quotation, the Respondent warrants to Council:

- (a) the Respondent has obtained the consent of each individual about which any 'sensitive information' (as defined in the Privacy Act) is provided;
- (b) the Respondent has ensured or will ensure, within the time required by the Privacy Act, that each individual about whom any 'personal information' is provided has received a written statement setting out all of the matters required by the National Privacy Principles:
 - (i) in relation to the disclosure of the 'personal information' to Council, any related body corporate of Council and any of their advisers, agents or employees requiring the information for the purposes set out below; and
 - (ii) disclosing that the entities referred to above shall use the 'personal information' for the purpose of reviewing and assessing the Respondent's Quotation; and
- (c) the Respondent will comply with the provisions of the Privacy Act in relation to any 'personal information' provided to the Respondent by Council, any related body corporate of Council any of their advisers, agents or employees.

33 Governing law and jurisdiction

33.1 Governing law

The Conditions of Quotation and the Quotation Documents are governed by the laws in force in Queensland.

33.2 Governing jurisdiction

Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland and the courts of appeal from them.





Services Agreement

Mackay Regional Council ABN 56 240 712 069

And

INSERT NAME ABN INSERT





Table of contents

| Parties | s1 | | | | |
|---------|---------------------------------|--|--|--|--|
| Operat | Operative provisions 1 | | | | |
| 1 | Definitions and interpretation1 | | | | |
| 1A | Pre-Start Meeting 3 | | | | |
| 2 | Supply of services 4 | | | | |
| 3 | Compliance with the law5 | | | | |
| 4 | WH & S Requirements 6 | | | | |
| 5 | Quality Assurance System 7 | | | | |
| 6 | Meetings and reporting7 | | | | |
| 7 | Subcontracting8 | | | | |
| 8 | Variations8 | | | | |
| 9 | Suspension 8 | | | | |
| 10 | Invoicing and payment9 | | | | |
| 11 | Reimbursement of disbursements9 | | | | |
| 12 | Correction of payments9 | | | | |
| 13 | Set off10 | | | | |
| 14 | Insurance10 | | | | |
| 15 | Indemnity10 | | | | |
| 16 | Confidentiality10 | | | | |
| 17 | Intellectual property10 | | | | |
| 18 | Relationship11 | | | | |
| 19 | Conflict of Interest11 | | | | |
| 20 | Defective Services12 | | | | |
| 21 | Notices12 | | | | |
| 22 | Term13 | | | | |



| 23 | Termination of the agreement | 13 |
|--------|--------------------------------|--------|
| 24 | Dispute resolution | 13 |
| 25 | General | 14 |
| 26 | Use by Other Local Governments | 15 |
| Sched | edule 1 | 16 |
| Sched | edule 2 | 17 |
| Sched | edule 3 | 22 |
| Sched | edule 4 | 24 |
| Execut | cution | 26 |





Services Agreement

Made on

Parties

Council Mackay Regional Council ABN 56 240 712 069

of Gordon Street, Mackay, Queensland

Contractor [Insert name]

of [Insert address]

Operative provisions

1 Definitions and interpretation

1.1 Definitions

| Term | Definition | | |
|----------------------|---|--|--|
| Agreement | means the agreement between the parties, comprising this Services Agreement and the Schedules (and any other documents annexed to this Services Agreement or referred to and incorporated by reference). | | |
| Claim | means any claim, action, proceeding or demand, however it arises and whether it is present or future, fixed or unascertained, actual or contingent. | | |
| Commencement Date | means the date specified in Schedule 1, or if no date is described, the date this Agreement is signed. | | |
| Completion Date | means: | | |
| | (a) the date or dates specified in Schedule 1 for the completion of the Services; or | | |
| | (b) if no dates are specified, the date that is derived by adding the fixed time period stated in Schedule 1 as being the Term to the Commencement Date. | | |
| Contract | is this document and has the same meaning as 'Agreement'. | | |
| Contractor | means the person named in this Agreement as the Contractor or provider of the Services, together with its employees, agents and representatives. | | |
| Council | means Mackay Regional Council, together with its employees, agents and representatives. | | |
| Conflict of Interest | means a commercial or professional conflict of interest, either real, perceived, anticipated or identified as a risk | | |



|--|

| Term | Definition | | |
|------------------------------|---|--|--|
| | or as a possibility of arising, identified by either party in respect to the ongoing performance of the Services (either pursuant to obligations and rights arising under this document or any other arrangement or agreement, with the Contractor or with others, either past, current or in the future). | | |
| Good Faith | means that Council and the Contractor will: | | |
| | (a) be fair, reasonable and honest; and | | |
| | (b) do all things reasonably expected of it by the other party and by this document. | | |
| Intellectual Property Rights | includes without limitation the rights attaching to inventions, patents, designs, trade marks, copyright, circuit layouts and confidential information whether registrable, registered or not. | | |
| Legislation or Legislative | includes: | | |
| Requirements | (a) acts, regulations, by-laws, ordinances, orders, awards and proclamations of the Commonwealth, the State or Territory or the local government relevant to the matters the subject of the Agreement, the Services or where any part of the Services are being carried out; | | |
| | (b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Agreement; and | | |
| | (c) fees and charges payable in connection with the foregoing. | | |
| Licences | means all licences, qualifications, registrations and other statutory requirements necessary for supply of the Services under this Agreement. | | |
| Policies and Plans | means Council's published or to be published policies and plans which may be amended from time to time. | | |
| Price | means the Price ascertained by reference to the Annexure called 'Schedule of Rates and Prices'. | | |
| Schedule of Rates and Prices | is the document in the Annexure by which the Price (including any reimbursement of expenses) is determined. | | |
| Services | means the services to be provided by the Contractor. | | |
| Technical Materials | includes information, specifications, reports, accounts and any other material and any intellectual property rights attaching to or contained within those technical materials, provided by Council to the Contractor pursuant to this Agreement. | | |
| Term | means unless terminated earlier or extended pursuant to this Agreement, the period that commences on the Commencement Date and expires on the Completion Date. | | |

1.2 Interpretation





In this Agreement:

- (a) a singular word includes the plural and vice versa;
- (b) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) whenever the words 'include', 'included' or 'including' are used, those words will be interpreted as if they were proceeded by the further words 'but not limited to' or the appropriate grammatical derivative;
- (d) this Agreement is the entire agreement between the parties and cancels all previous offers, negotiations, representations and agreements made by or between Council and the Contractor in relation to the supply of the Services;
- (e) a clause or part of a clause that is illegal or unenforceable may be severed from this Agreement and the remaining clauses or parts of the clause continue in force;
- (f) in the construction or interpretation of this Agreement, no rule of construction or interpretation applies to Council's disadvantage on the basis that Council prepared this Agreement or because Council relies on a provision of this Agreement as a reason (if required) for any action or inaction on its part or to protect itself;
- (g) the failure of a party to require full or partial performance of a provision of this Agreement does not affect the right of that party to require performance subsequently;
- (h) a single or partial exercise of or waiver of the exercise of any rights, power or remedy does not preclude any other or further exercise of that, or any other right, power or remedy;
- (i) a right may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in the waiver;
- (j) if there is an ambiguity between any documents comprising this Agreement:
 - (i) Council will direct the interpretation to be followed:
 - (ii) the Contractor will comply with any such direction; and
 - (iii) the Contractor will have no entitlement to make any claim against Council arising from or in connection with the ambiguity, whether under this Agreement or otherwise; and
 - (iv) The terms of this Agreement apply to the supply of the Services, even if supplied prior to the signing of this agreement.

1A Pre-Start Meeting

- a) The Contractor shall prior to commencing the Services, attend a Pre-start Meeting to be held in Mackay at a time and date nominated by MRC and at that meeting shall satisfy MRC of the:
 - (i) payment of all insurances required by, and evidence of insurance policies strictly in accordance with this document;
 - (ii) payment of any fees required pursuant to any Legislative Requirements; and



- (iii) fulfilment of the consultation obligations under the *Work Health and Safety Act* 2011 and *Regulations* (**'WHS Act'**), being that where the Contractor is for the purposes of the WHS Act a:
 - (A) 'designer' of a 'structure' that is, or is part of, 'construction work' that the Contractor has engaged in necessary consultation with MRC and other relevant parties about how the construction work in connection with the design can be undertaken in a way that prevents or minimises all risks to health and safety;
 - (B) 'project manager' for 'construction work' that the Contractor has engaged in necessary consultation with MRC and other relevant parties about how the construction work can be planned and managed in a way that prevents or minimises all risks to health and safety; and
 - (C) 'principal contractor' for 'construction work' that the Contractor has engaged in necessary consultation with MRC and other relevant parties about how the construction work can be undertaken in a way that prevents or minimises all risks to health and safety.
- (b) At this meeting the Contractor shall also present to MRC for MRC's approval:
 - (i) Confidentiality Undertakings in the form set out in 3;
 - (ii) a Program and confirmation of the Completion Date;
 - (iii) a list of its Key Personnel and an acknowledgement of the terms of clause 7 in so far as those Subcontractors are concerned; and
 - (iv) evidence to MRC's satisfaction of the Contractor's compliance with the Policies and Plans and of its Quality Assurance System.
- (c) The meeting may also address the following matters:
 - (i) lines of communication and authority levels;
 - (ii) frequency and venue of monthly and other meetings, including pursuant to clause 6.1;
 - (iii) the requirements and particulars required in progress reports to be provided by the Contractor pursuant to clause 6.2;
 - (iv) invoicing procedures; and
 - (v) any site induction/accreditation of the Contractor's Personnel.
- (d) Until each of the issues in clause 1A(a) and (b) has been satisfactorily addressed and resolved to MRC's satisfaction, the Contractor shall have no right to invoice under clause 10 or to otherwise seek payment of its Fee and has no other Claim.

2 Supply of services

(a) The Contractor must provide the Services to Council from the Commencement Date for the Term, in accordance with, and as specified in, this Agreement.





- (b) Option:
 - (i) Council may extend the Term (and the Completion Date) for up to one year at a time, on the same terms as this document. If Council wishes to extend the Term (and the Completion Date) it will give the Contractor written notice prior to the Completion Date.
 - (ii) The Term may be extended twice for one year's extension on each occasion.
- (c) Representation

The Contractor agrees and represents to Council that:

- (i) it has carefully reviewed the description of the Services prior to entering into this document;
- the Price includes all costs and expenses which may be incurred by the Contractor as a result of the matters referred to, identified in, or to be reasonably inferred from, or contemplated by this document;
- (iii) it has made its own investigation and assessment of the work and risks involved in providing the Services and it has reviewed and satisfied itself about the information that Council has made available to it about the Services and this document; and
- (iv) the scope of the Services includes all incidental and related work which may arise from matters referred to, identified in, or to be reasonably inferred from or contemplated by the description of the Services.
- (d) The Contractor warrants that the Services will:
 - (i) match the description in this Agreement;
 - (ii) be performed with skill, care and diligence;
 - (iii) be performed by appropriately qualified and trained personnel; and
 - (iv) comply with any relevant Legislative Requirements, the standards that Council may nominate and the Policies and Plans.
- (e) The Contractor must:
 - (i) comply with any reasonable direction given to it by Council in respect to the Services;
 - (ii) keep Council fully informed in respect to all aspects of the Services; and
 - (iii) comply with any reporting or meeting requirements directed by Council.

3 Compliance with the law

The Contractor must:

(a) comply with all Legislative Requirements applicable to the supply of the Services;



- (b) obtain at its expense, any necessary Licences or permits and comply with all applicable Legislation in supplying the Services to Council; and
- (c) comply with all Policies and Plans.

4 WH & S Requirements

- (a) As a condition of this contract, Mackay Regional Council requires that any contractor (or contractor's sub-contractor) engaged to perform a service will at all times identify and exercise all necessary precautions for WH&S of all persons who may be affected by the services.
- (b) The contractor will inform Mackay Regional Council of all its WH&S policies, procedures, or measures implemented for individual workplaces or in the event of not having effective polices and procedures, will adopt Mackay Regional Council relevant WH&S policies and procedures.
- (c) The contractor will comply with any reasonable direction given by Mackay Regional Council relating to WH&S.
- (d) The Contractor has an obligation under the Work Health and Safety Act 2011 to provide a safe place and a safe system of work so as not to place at risk the contractor's own employees and well as other workers and the general public at the workplace. The contractor must comply with all relevant enactments, associated WH&S Regulation, Standards, Codes of Practices and Mackay Regional Council WH&S policies and procedures which are in any way applicable to this contract, or the performance of the services under this contract.
- (e) The contractor has an obligation to take all practicable steps to ensure the WH&S of its employees, sub-contractors and their employees and other people (not employees) who may be affected by the contractor's work practices.
- (f) The WH&S Management System of the Contractor must be the minimum requirement to demonstrate compliance with all duties of an employer specified under legislation. The Contractor must submit a copy of their company WH&S Management System documentation that must include as a minimum requirement:
 - WH&S policy & objectives;
 - Organisational structure & responsibilities;
 - Relevant risk assessments & controls (sample);
 - Relevant safe working procedures (index);
 - WH&S training & induction processes and records (Certificates of competencies (ticket as an electrician) and licences (truck drivers));
 - WH&S inspections & auditing procedures;
 - WH&S consultative processes;
 - Incident reporting & investigation procedures; and
 - Performance monitoring mechanisms.
- (g) The contractor will:



- Undertake a site hazard identification to systematically identify and assess hazards;
- Establish and maintain a register (or form) of on-site hazards in which the contractor will record each identified hazards, the date it was identified and the measures taken to control the hazard; and
- The contractor will make the register (or form) available to Mackay Regional Council for inspection.
- (h) Specific indication for hazardous work must be outlined e.g., hot work using a hot work permit, hazardous substances, confined spaces permit, asbestos, excavation, trenching, height work and working with explosives.
- (i) The contractor must prepare and submit risk assessments and relevant control strategies prior to commencement of work under the contract. The completed risk assessment and control strategies will be reviewed and approved by Mackay Regional Council prior to the commencement of work under the contract. Relevant generic risk assessments and controls will be acceptable.
- (j) The contractor must ensure that all workplace staff are competent in the work being undertaken. The contractor will provide the employees and sub-contractors with information about hazardous work processes or material and supervision.
- (k) All employees are to have a general induction and the contractor is to produce records of their construction industry induction ticket.
- (I) Each person visiting a construction workplace are to receive a site-specific induction.
- (m) The contractor is required to report any serious bodily injuries or dangerous events to the relevant authority within the specified time frame. In addition, the contractor must promptly notify Mackay Regional Council of any accident, injury, property or environmental damage, which occurs during the carrying out of the contract work.
- (n) All lost time incidents are to be immediately notified to Mackay Regional Council. The contractor must within 3 days of any such incident provide a report giving complete details of the incident, including results of the investigations into the causes, and any recommendations or strategies identified for the preventions in the future.

5 Quality Assurance System

The Contractor will carry out the Services under a quality assurance system in accordance with that standard and the requirements of this document.

6 Meetings and reporting

6.1 Meeting

Council and the Contractor shall meet at times reasonably required by Council to discuss:

(a) the progress of the Services and the Contract; and



(b) any other matters which Council may wish to raise at a meeting concerning the Services and this document.

6.2 **Progress Reports**

The Contractor must, as at the last business day of each month and at other times reasonably requested by Council, provide Council with detailed written progress reports as to the provision of the Services in such detail as allows Council to ascertain whether the Services are being performed in accordance with this document.

7 Subcontracting

- (a) The Contractor must not subcontract or assign any right or obligation under this Agreement without Council's prior written consent.
- (b) If the Contractor subcontracts any of the Services, the Contractor:
 - (i) remains fully responsible for the Services and its obligations under this Agreement; and
 - (ii) will be liable to Council for acts or omissions of its subcontractors as if they were acts or omissions of the Contractor.

8 Variations

- (a) Council may at any time give the Contractor a notice of its intention to vary this Agreement.
- (b) Within 7 days of receipt of a notice under clause 8(a), the Contractor will prepare a notice setting out any increase or decrease in the Price as a result of the Variation.
- (c) After receiving the Contractor's notice under clause 8(b), Council may serve a further notice on the Contractor:
 - (i) requiring the Agreement be varied in accordance with the Contractor's notice given under clause (b); and
 - (ii) specifying any adjustment to the Price.
- (d) Without limiting Council's rights, Council may omit all or any part of the Services and undertake them itself or engage others to do so and the Contractor will have no Claim.

9 Suspension

- (a) Council may, by notice in writing at any time to the Contractor:
 - (i) suspend the supply of Services; and
 - (ii) direct the Contractor to recommence the supply of the Services.
- (b) The Contractor will have no Claim of any kind against Council arising out of the suspension.



10 Invoicing and payment

- (a) Council will, subject to the terms of this Agreement, pay the Contractor the Price ascertained by reference to this Agreement.
- (b) The Contractor can only invoice Council at the times provided in the Schedule. Invoices must be provided in sufficient detail to describe the Services carried out and the calculation of the Fee and otherwise be in a form and have sufficiency of detail as decided by Council.
- (c) Council will pay all invoices rendered to Council by the Contractor under clause (b) within 30 days of receipt of that invoice, except where Council dispute the invoice, in which case:
 - (i) Council will pay the undisputed part of the relevant invoice (if any) and dispute the balance; and
 - (ii) if the resolution of the dispute determines that Council is to pay an amount to the Contractor, Council will pay that amount upon resolution of that dispute.
- (d) Payments by Council are on account only and are not evidence of Council's acceptance that the Services have been performed in accordance with the Agreement.
- (e) Council may reduce any payment due to the Contractor under these terms by any amount for which the Contractor is or in Council's sole opinion is or may become liable to Council, including costs, charges, damages and expenses. This does not limit Council's right to recover those amounts in other ways.
- (f) If any Supply made under or in connection with this Agreement is a Taxable Supply then the recipient of that Supply shall pay the GST in respect of that Supply to the Contractor, where the GST is calculated in accordance with the GST Act and on the basis that the consideration otherwise payable is the Value of the Taxable Supply.
- (g) The terms in clause (f) which commence with capital letters have the same meaning as in *A New Tax System (Services and Services Tax) Act 1999* as amended.

11 Reimbursement of disbursements

Provided that any claim for expenses is properly submitted and in accordance with the Schedule of Rates and Prices, Council will reimburse the Contractor for reasonable expenses incurred by the Contractor in completing the Services, provided that:

- (a) the expenses are incurred:
 - (i) at the request of Council; and
 - (ii) with the prior written approval of Council; and
- (b) the Contractor provides to Council Tax Invoices and other supporting documentation substantiating that the expenses have been properly incurred.

12 Correction of payments

At any time and from time to time, Council may correct any error which has been discovered in any previous payments made. Without limiting the above or any other part of the document, at



the time of each Tax Invoice and of any payments made under the document and at any other time Council (in consultation with the Contractor if requested by Council) may undertake a reconciliation of payments made to a relevant date and may make any adjustments to those payments and Council may give further notice of approval, non approval or of adjustment to any prior or subsequent payments made.

13 Set off

Without limiting Council's rights under any other part of this document, and notwithstanding any payment by Council under this document, Council may deduct from any moneys due to the Contractor any sum which is payable by the Contractor to Council whether or not Council's right to payment arises by way of damages, debt, restitution or otherwise and whether or not the factual basis giving rise to Council's right to payment arises out of this document, any other contract between it and the Contractor, or is independent of any such contracts. Nothing in this clause shall affect the right of Council to recover from the Contractor the whole of such moneys or any balance that remains owing.

14 Insurance

- (a) Before commencing to supply the Services, the Contractor must arrange the insurances specified in the Schedule, on terms and with an insurer satisfactory to Council and give Council evidence that the insurances have been effected.
- (b) Council shall be under no obligation to make any payment to the Contractor unless it has complied with this clause.

15 Indemnity

The Contractor must indemnify Council against any Claim, liability, expense, cost, loss or damage incurred by Council:

- (a) for personal injury, death or property damage;
- (b) for infringement of any intellectual property right, including any patent, registered design, trade mark or name, copyright or other protected right,

where such a Claim is directly caused by or relates to any negligent, wilful or unlawful act or omission by the Contractor in the performance of the Services.

16 Confidentiality

The Contractor must keep confidential and not (without Council's prior consent) disclose to third parties or use for any purpose (other than carrying out the Services) any information about this Agreement, the Services, Council or otherwise provided by or on behalf of Council (**Confidential Information**) unless the Contractor is required to make such disclosure by law.

17 Intellectual property

- (a) Council retains the Intellectual Property Rights in its Technical Materials.
- (b) Council grants the Contractor a non-exclusive, royalty free, non-transferable licence to reproduce and use its Technical Materials as necessary for the purpose of completing this



Agreement. The Contractor must not reproduce, use or otherwise deal with Council's Technical Materials, or allow any other person to do the same, for any other purpose. Council have the right to revoke this licence at any time by notice in writing to the Contractor.

- (c) The Contractor grants to Council an irrevocable royalty free licence to use any Intellectual Property Rights connected with the Services for any of its own purposes.
- (d) The obligations in this clause continue after this Agreement is terminated.

18 Relationship

18.1 Principal and independent contractor

The parties' relationship is one of principal and independent contractor, not employer and employee, principal and agent or partnership.

18.2 No contractual relationship

No contractual relations will arise between any personnel of the Contractor and Council as a result of the Contractor's and Council's relationship.

18.3 No right or authority

The Contractor does not have the right or authority to act on behalf of or bind Council unless the Contractor has been expressly authorised by Council in writing.

18.4 No entitlements

Apart from the Price, neither the Contractor nor the personnel is entitled to any fees, payments, commissions, bonuses, wages, holiday pay, long service leave, sick pay, termination pay or any similar entitlement from Council. The Contractor is solely responsible for providing its personnel with these entitlements.

18.5 No responsibility

The Contractor is responsible for making appropriate tax deductions and payments and superannuation contributions in respect of any payments or benefits provided to the Contractor by Council or to its personnel by the Contractor.

19 Conflict of Interest

19.1 Acknowledgement

Council and the Contractor acknowledge and agree that for reasons including the Confidential Information in the Contractor's knowledge and possession, a Conflict of Interest may arise.

19.2 If a Conflict of Interest arises

Without limiting clause 19.1 or any other part of this document, in the event that a Conflict of Interest arises, or there is in the minds of either party a real, perceived, anticipated or identified risk of a Conflict of Interest arising, then:



- (a) the Contractor must immediately advise Council in writing of such a Conflict of Interest or risk of Conflict of Interest arising or Council must advise the Contractor as the case may be; and
- (b) if a discussion in Good Faith between Council and the Contractor cannot satisfactorily resolve the Conflict of Interest, then without limiting the document, the Contractor will act as directed by writing by Council and Council may terminate this document or any part of the Services effective immediately by notice in writing given by Council to the Contractor in that respect.

20 Defective Services

- (a) The Contractor warrants that the Services will conform with this Agreement in all respects.
- (b) If during the performance of work under the contract Mackay Regional Council informs the contractor that it is of the opinion that the contractor is:
 - (i) Not conducting the work in compliance with the WH&S Legislation or relevant policies and procedures; or
 - (ii) Conducting the work in such a way as to endanger the Health & Safety of the contractor's employees, Mackay Regional Council employees or the general public.

Mackay Regional Council may direct the contractor to promptly remedy the breach of WH&S or may direct the contractor to suspend work until such time as the contractor satisfies Mackay Regional Council that the work will be resumed in a safe manner (QA procedures and forms for non-compliance would apply).

- (c) If the contractor fails to rectify any breaches of Health & Safety for which work has been suspended, or if the contractors performance has involved recurring breaches of WH&S, Mackay Regional Council will notify Workplace Health and Safety Queensland and requests that an inspector visit the workplace or may terminate the work forthwith, depending on the severity of the issue.
- (d) If Council finds any of the Services not to be in accordance with this Agreement, Council may, at its option:
 - (i) require the Contractor to, at its own cost and expense, remedy, redo or make good the defective Services; or
 - (ii) rectify or remedy the defective Services (and employ third parties as may be necessary to achieve this) which costs incurred will be deemed a debt due from the Contractor to Council and may be set off from any amount Council might owe the Contractor.

21 Notices

Any notice or instruction under this Agreement must be given by hand, facsimile transmission, email or sent by post and must be marked for the attention of the person nominated to receive notices in the Schedule.





22 Term

The Contract shall begin on the Contract Commencement Date and expire on the Contract Completion Date as specified in Schedule 1 of this agreement, unless terminated earlier in accordance with clause 23, the terms and conditions of the Contract.

The Term of the Contract shall begin on the Contract Commencement Date and expire on the Contract Completion Date unless:

- (a) terminated earlier in accordance with the terms and conditions of the Contract; or
- (b) extend by the Principal for the Extension Period.

The Principal may, in its sole discretion, by written notice (an "Extension Notice") to the Contractor given not less than 1 month prior to the Contract Expiry Date, extend the Term by the Extension Period.

23 Termination of the agreement

- (a) Council may terminate this Agreement by notice in writing to the Contractor:
 - (i) if the Contractor does not carry out its obligations under this Agreement and fails to rectify the breach within seven days after being requested in writing to do so by Council; or
 - (ii) at any time for its sole convenience.
- (b) Any expiration or termination of this Agreement does not affect:
 - (i) any of Council's rights which may have accrued before the date of expiration or termination; and
 - (ii) the rights and obligations of the parties under this Agreement which survive termination.
- (c) Without limiting Council's rights and entitlements in connection with the termination of this Agreement, if Council terminates this Agreement, Council:
 - (i) has no liability to pay any further amount to the Contractor in connection with the supply of the Services; and
 - (ii) may employ others to supply the Services.
- (d) Should Council terminate this Agreement pursuant to clause 23(a)(ii), Council agrees to pay all reasonable costs necessarily incurred by the Contractor in providing the Services (to Council's satisfaction), up to the date that Council issued it notice under clause 23(a)(ii). The Contractor shall have no other Claim whatsoever including for loss of profit, damages or other amounts.

24 Dispute resolution

- (a) Any dispute between the Contractor and Council must be referred:
 - (i) initially for resolution by a representative nominated by Council and a representative nominated by the Contractor, who must use their best endeavours



to resolve the dispute within 14 days of the giving of notice of a dispute by a party; and

- (ii) if the dispute is not resolved in accordance with clause 24(a)(i), to Council's Chief Executive Officer, who must try to resolve the dispute with a senior manager or principal of the Contractor within a further 14 days.
- (b) If the dispute is not resolved by the parties in accordance with time specified in clause 24(a) then either party may by notice in writing commence litigation.
- (c) Despite the existence of a dispute, the Contractor must continue to perform its obligations under this Agreement.
- (d) A party may commence court proceedings relating to any dispute arising under this Agreement at any time where that party seeks urgent interlocutory relief.

25 General

25.1 Amendments

This document may only be amended by written agreement between all parties.

25.2 Counterparts

This document may be executed in any number of counterparts. All counterparts together make one instrument.

25.3 No merger

The rights and obligations of the parties under this document do not merge on completion of any transaction contemplated by this document.

25.4 Entire agreement

- (a) This document supersedes all previous agreements about its subject matter and embodies the entire agreement between the parties.
- (b) To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion has no effect except to the extent expressly set out or incorporated by reference in this document.

25.5 Further assurances

Each party must do all things reasonably necessary to give effect to this document and the transactions contemplated by it.

25.6 No waiver

- (a) The failure of a party to require full or partial performance of a provision of this document does not affect the right of that party to require performance subsequently.
- (b) A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.



(c) A right under this document may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver.

25.7 Governing law and jurisdiction

- (a) Queensland law governs this document.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

25.8 Severability

A clause or part of a clause of this document that is illegal or unenforceable may be severed from this document and the remaining clauses or parts of the clause of this document continue in force.

26 Use by Other Local Governments

A Local Government other than the Principal (an "Other Local Government") may access the Contract subject to mutual agreement in writing of the Principal, the Contractor and the Other Local Government. Responsibility for establishing and managing any contract between the Contractor and the Other Local Government rests with the Other Local Government



Schedule 1

| 1 | Contractor details: | [#insert contractor details] |
|----|------------------------------|---|
| | Name | [#insert name] |
| | ACN (if applicable) | [#insert ACN] |
| | ABN | [#insert ABN] |
| | Representative | [#insert name] |
| | Phone | [#insert phone] |
| | Facsimile | [#insert fax] |
| | Email | [#insert email] |
| 2 | Council's details: | |
| | Representative | [#insert name] |
| | Phone | [#insert phone] |
| | Facsimile | [#insert fax] |
| | Email | [#insert email] |
| 3 | Commencement Date | Approximately January or February 2016 |
| 4 | Term | Until completion |
| 5 | Extension Option | N/A |
| 6 | Completion Date | [#insert completion date] |
| 7 | Time for submitting invoices | |
| 8 | Insurance: | |
| | Public liability | \$20,000,000 |
| | Workers' compensation | As required by law |
| | Professional indemnity | \$2,000,000 |
| 9 | Services | Those services which the Contractor has been asked to provide in Schedule 2 of this Agreement |
| 10 | Price | Determined by reference to the Schedule 4 called Schedule of Rates and Prices |



Schedule 2

Scope of Services

1. General

1.1 Overview

This Specification is comprised of a number of Special Conditions of Contract and the Technical Specifications.

Works under this specification are to be performed on a re-measurable schedule-of-rates basis.

Following cover material placement (consisting of Protection Geotextile and Leachate Aggregate but prior to Separation Geotextile placement) by the Principal Contractor (or their Specialist Geosynthetics Subcontractor) a Geomembrane Leak Location Survey (Survey) shall be performed by the Leak Detection Consultant (LDC) using dipole methods.

The works required to perform the Survey that are detailed in the LDC tender submission as being performed by the Principal Contractor (or the Specialist Geosynthetics Subcontractor) shall be performed by the Principal Contractor (or the Specialist Geosynthetics Subcontractor) under the direction and supervision of the LDC; all other works required to perform the Survey shall be performed by the LDC and full compensation for the performance of these other works shall be provided for in the rates and prices in the LDC tender submission.

All accommodation costs are deemed to be included in the scheduled unit rates, lump sums and costs in the priced Bill of Quantities.

1.2 References

Work shall be performed in accordance with the following reference documents;

ASTM D6747 – Standard Guide for Selection of Techniques for Electrical Detection of Potential

Leak Paths in Geomembranes

ASTM D7007 - Standard Practices for Locating Leak in Geomembranes Covered with Water or

Earth Materials

1.3 Submissions from the LDC

Prior to commencement of the liner integrity survey the LDC shall submit a Geomembrane Leak Location Survey Plan (Plan) to Mackay Regional Council (Council).

Note that some of the information submitted in the Plan will have been submitted with the Tender but will need to be resubmitted as part of the Plan.

The Plan shall include:

- a) Qualifications of the LDC; including a statement of experience detailing the square metres and number of projects successfully performed using the survey methods detailed in this specification.
- b) A Statement of Qualifications of the proposed LDC site representative; meeting the requirements of Clause 2 of this Specification including a statement of experience detailing the square metres and number of projects successfully performed using the survey methods detailed in this specification.



- c) Descriptions of the survey methods, procedures, site preparations, estimated duration of survey, and quality control and field sensitivity testing procedures proposed by the LDC.
- d) A Defects List (type, number & close-out) for three significant projects worked on by the LDC Representative.

2. Qualifications

The LDC and their representatives shall be appropriately qualified, and shall have experience in conducting dipole method type liner integrity surveys.

3. Information Supplied to the LDC

The LDC shall be provided with drawings showing:

- a) All layers constituting the lining system and details of all liner penetrations.
- b) Plan of the survey area.
- c) Peripheral details, including welds to adjacent lining systems.
- d) Structures and obstructions above the liner.
- e) Electrical equipment above the geomembrane.

The LDC shall be provided with the liner installation schedule.

4. Mobilisation and Demobilisation

4.1 Mobilisation

The Contractor shall provide transport to the Site and establish at the Site such equipment, Constructional Plant (mobile and otherwise), labour and any other thing required to carry out the work under the Contract.

Mobilisation shall not be measured.

The scheduled lump sum for Mobilisation shall include full compensation for all provisions described in this clause and for all other costs incurred in carrying out the work in accordance with the Contract.

4.2 Demobilisation

The Contractor shall remove from the Site all equipment, Constructional Plant (mobile and otherwise), labour and any other thing that was required to carry out the work under the Contract.

Demobilisation shall not be measured.

The scheduled lump sum for Demobilisation shall include full compensation for all provisions described in this clause and for all other costs incurred in carrying out the work in accordance with the Contract.

5. Dipole Survey Preparation and Support

The LDC is responsible for guiding and instructing the Principal Contractor (or their Specialist Geosynthetics Subcontractor) in the preparation of the survey area prior to performance of the leak detection surveys.

The preparation works include, but is not limited to, the following:

a) Installation of any necessary electrodes (The LDC shall, if required, provide any permanent electrodes, wires, and installation instructions to the Principal Contractor prior to the installation of the geomembrane).



- b) Provision of a survey area within the liner expansion area that is electrically isolated from the surrounding ground (i.e. the cover soil is not tied into the ground surface outside of the cover area). Isolation can be accomplished by open trenching or installation of a nonconductive insulator such as the liner materials.
- c) Provision of water, water truck (including operator) and wetting of the survey area prior to, and during, the dipole survey to ensure that there is adequate moisture in the material(s) covering the geomembrane for the dipole leak detection testing. (To detect a leak, moisture must exist in the leak and be in contact with moisture in the materials above and below the liner. Therefore, the material(s) covering the geomembrane must be moistened with water prior to conducting the leak detection survey. In order to achieve uniform moisture distribution, the LDC shall instruct the addition of water as the construction progresses on and within cover layer(s). A water truck must be available at all times as it may be necessary to wet the surface just in advance of the survey, or as deemed necessary by the LDC.)
- d) Provision of a backhoe and/or labour, as appropriate, to excavate the cover soils down to the geomembrane.
- e) Performance of Calibrations. (The calibration process requires digging a hole down to the surface of the geomembrane to place the artificial leaks. The cover soil must be rehydrated as it is backfilled over the artificial leaks; preferably using a water truck. The LDC is responsible for ensuring that the Contractor backfills the calibration hole, uncovers and retrieves the artificial leak apparatus, and backfills the hole appropriately, including patching any intervening geotextiles.)

Several calibration exercises may be required and where the Contractor provides assistance with each survey the Contractor will be guided by the LDC. In some cases an actual hole may be drilled in the liner system for calibration, in which case the the calibration hole must be repaired.

All leaks detected shall be uncovered and expose for repair.

Full compensation for Dipole Survey Preparation and Support shall be provided for in the scheduled unit rates for Dipole Leak Location Survey.

6. Dipole Leak Location Survey

The following requirements apply to the performance of the Survey;

- a) The dipole leak detection survey shall be performed after the placement of the protective cover layer.
- b) The LDC is responsible for calibrating all equipment utilized to achieve optimum data quality and sensitivity for the site conditions.
- c) All work shall be performed in accordance with current industry and ASTM standards.
- d) Data acquisition shall be GPS-based and a voltage map of the recorded dipole measurements shall be generated in three dimensions with appropriate contour intervals and colored voltage ranges. The sensitivity test shall include a voltage map of the area including the artificial leak location.
- e) Manual measurements shall be made to verify leak signals after data analysis and to pinpoint the leak positions on top of the protective cover layer for excavation while the Principal Contractor's survey personnel are on site. Possible leak locations shall be hand-



excavated to expose the liner.

- f) Additional manual measurements should be made to guide the Principal Contractor's personnel while they excavate the leak, if required.
- g) After the identification and excavation of a leak, the soil around the leak location shall be tested while the leak is uncovered and the liner cleaned to check for adjacent leaks.
- h) Leak locations shall be logged, visibly marked, and reported for repair.
- i) The LDC shall report the general results of the survey to the CQA Consultant and the Principal Contractor during the daily progress of the field work.
- j) Prior to the demobilization of the survey personnel from the site, the leak detection consultant shall submit a list of locations of the leaks detected to the CQA Consultant and the Principal Contractor.
- k) The LDC shall submit a Survey Report documenting the field work (including results of the surveys and repairs) to the Council, the Principal Contractor and the CQA Consultant within fourteen (14) days after completion of the field work.

Cost of Testing of Repairs shall be measured and compensated for separately to costs for Dipole Leak Location Survey.

Testing of Repairs shall be measured as the number of days (and/or half days) spent by the Leak Detection Consultant in testing of repairs onsite.

The scheduled rate for Testing of Repairs shall include full compensation for all work required to test repairs in accordance with this specification, for provision of all required equipment and personnel and for all other costs incurred in carrying out the work in accordance with the Contract.

Separate measurement shall be made and payment calculated for each class of Dipole Leak Location Survey (i.e. 'on Cell 3 Base' separate to 'on Cell 3 Batters') shown in the Bill of Quantities.

Dipole Leak Location Survey of each class shall be measured as the area in square metres of geomembrane surveyed (tested) for leaks in accordance with this specification.

The scheduled rate for Dipole Leak Location Survey of each class shall include full compensation for all work required to perform a Leak Location Survey in accordance with this specification, for provision of all required equipment and personnel and for all other costs incurred in carrying out the work in accordance with the Contract.

7. Reporting

The LDC shall report daily the general results of the survey to the CQA Consultant, the Principal Contractor and Council.

Prior to the demobilization of the LDC from the site the LDC shall submit a list of detected leak locations to the Council, the Principal Contractor and the Specialist Geosynthetics Subcontractor.

The LDC shall submit a Survey Report documenting the field work (including results of the surveys and repairs) to the Council, the Principal Contractor and the CQA Consultant within fourteen (14) days after completion of the field work.

8. Re-Mobilisation

8.1 General

If instructed by Council the Leak Detection Consultant shall re-mobilise to Site to perform further work in accordance with this specification.





8.2 Re- Mobilisation

The Contractor shall provide, transport to the Site and establish at the Site such equipment, Constructional Plant (mobile and otherwise), labour and any other thing required to carry out the work under the Contract.

Re-Mobilisation shall not be measured.

The scheduled lump sum for Re-Mobilisation shall include full compensation for all provisions described in this clause and for all other costs incurred in carrying out the work in accordance with the Contract.

8.3 Re-Demobilisation

The Contractor shall remove from the Site all equipment, Constructional Plant (mobile and otherwise), labour and any other thing that was required to carry out the work under the Contract.

Re-Demobilisation shall not be measured.

The scheduled lump sum for Re-Demobilisation shall include full compensation for all provisions described in this clause and for all other costs incurred in carrying out the work in accordance with the Contract.

8.4 Daily Cost

Once re-mobilised to Site the Leak Detection Consultant shall only be entitled to claim all costs associated with attending Site to perform any works as an all-inclusive daily rate.

Daily Cost shall be measured as the number of days spent by the Leak Detection Consultant onsite performing any works normally performed by a Leak Detection Consultant or any other works as directed by Council.

The scheduled rate for Daily Cost shall include full compensation for all work performed in accordance with this specification, for any other work performed by the Leak Detection Consultant, for provision of all required equipment and personnel, for all accommodation costs and for all other costs incurred in carrying out the work in accordance with the Contract.

9. Stand-by

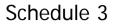
The Leak Detection Consultant may be required to pause in the performance of their work and stand-by only while repairs are made by the Principal Contractor (or their Specialist Geosynthetics Subcontractor) to leaks detected by the Leak Detection Consultant.

In this instance compensation for stand-by shall be measured to the nearest half-day (rounded up; i.e. 1 Day and 1 hour stand-by shall be rounded up to 1.5 days). Unless noted otherwise a half day shall equate to a total of 5 hours work accumulated over any portion or portions of a day.

Stand-by shall be measured as the number of days (to the nearest half-day) spent by the Leak Detection Consultant onsite waiting for repairs to be performed by the Principal Contractor (or their Specialist Geosynthetics Subcontractor).

The scheduled rate for Stand-by shall include full compensation for the Leak Detection Consultant to attend Site during the stand-by period, for provision of all required equipment and personnel during the stand-by period and for all other costs incurred in carrying out the work in accordance with the Contract.





Confidentiality undertaking

Confidentiality undertaking

Dated:

Ву

Recipient [Insert Key Personnel name]

C/o of [Contractor's name] ABN [Insert] of [Insert address]

BACKGROUND

A. Under an agreement INSERT (**Agreement**) made between Mackay Regional Council (**MRC**) and **[Contractor name]** (**Contractor**) the Contractor agreed to cause the Recipient to enter into this Undertaking.

B. In consideration of MRC entering into the Agreement with the Contractor, the Recipient agrees to the terms of this Confidentiality Undertaking for the benefit of MRC and its successors and assigns.

NOW THIS DEED WITNESSES

- 1 The expressions used in this Undertaking have the same meaning as those used in the Agreement referred to in the Background.
- 2 The Recipient covenants and agrees to take all action necessary to maintain the confidential nature of the Confidential Information.
- 3 The Recipient covenants and agrees not to:
 - (a) disclose any of the Confidential Information to any person without MRC's prior written consent;
 - (b) use or reproduce any of the Confidential Information for any purpose other than for the performance of Services to MRC under the Agreement;
 - (c) use any of the Confidential Information:
 - (i) in a manner which might prejudice the businesses of MRC or otherwise cause loss or damage to MRC; or
 - (ii) for the purpose of providing a competitive advantage to the Contractor or a third party.
- 4 The Recipient acknowledges that damages are not a sufficient remedy for any breach of this Undertaking and that MRC is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the Recipient in addition to any other remedies available to MRC at law, in equity or pursuant to statute concerning the Contractor under the Agreement.
- 5 The Recipient covenants and agrees to deliver to MRC all documents and other materials (including copy documents) in any medium in the Recipient's possession, power or control which contain or refer to any



of the Confidential Information (whether or not those documents and other materials were created by the parties) on the earlier of:

- (a) demand by MRC; and
- (b) the time the documents and other materials are no longer required for the performance of Services to MRC under the Agreement.

A

Signed by the Recipient as a deed

Signature of Recipient

▲ Signature of witness

Name of witness (print)





Schedule 4

Schedule of Rates and Prices

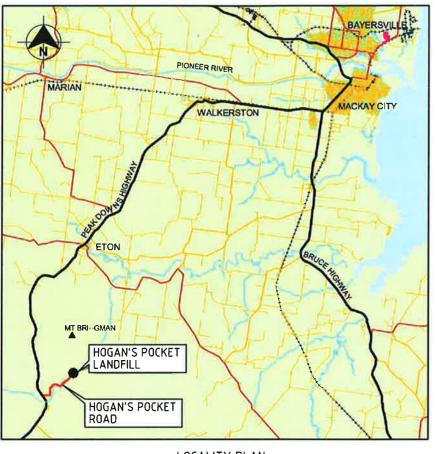
As per response documents.



Appendix A

Drawings

HOGAN'S POCKET LANDFILL - CELL 3 DESIGN



LOCALITY PLAN NOT TO SCALE

| DRAWING | LIST | - CELL | <u>3 D</u> | ESIGN |
|---------|------|--------|------------|-------|
| | | | | |

| NUMBER | TITLE |
|----------|--------------------------------------|
| A1-29692 | LOCALITY, SITE PLAN & DRAWING LIST |
| A1-29693 | GENERAL ARRANGEMENT |
| A1-29694 | BASE OF EXCAVATION LAYOUT PLAN |
| A1-29695 | GROUNDWATER RELIEF SYSTEM |
| A1-29696 | TOP OF SUBGRADE LAYOUT PLAN |
| A1-29697 | TOP OF CLAY LAYOUT PLAN |
| A1-29698 | LINER & LEACHATE COLLECTION PLAN |
| A1-29699 | LEACHATE & GROUNDWATER SUMPS SETOUT |
| A1-29700 | LEACHATE COLLECTION DETAILS |
| A1-29701 | GROUNDWATER RELIEF SYSTEM DETAILS |
| A1-29702 | TYPICAL SECTIONS |
| A1-29703 | TYPICAL DETAILS |
| A1-29704 | SETOUT TABLES |
| A1-29705 | STORMWATER LAYOUT PLAN |
| A1-29706 | STORMWATER DETAILS |
| A1-29707 | ACCESS ROAD LAYOUT PLAN |
| A1-29708 | ACCESS ROAD DETAILS |
| A1-29709 | SAFETY IN DESIGN |
| A1-29710 | LONGITUDINAL SECTIONS - SHEET 1 OF 3 |
| | |

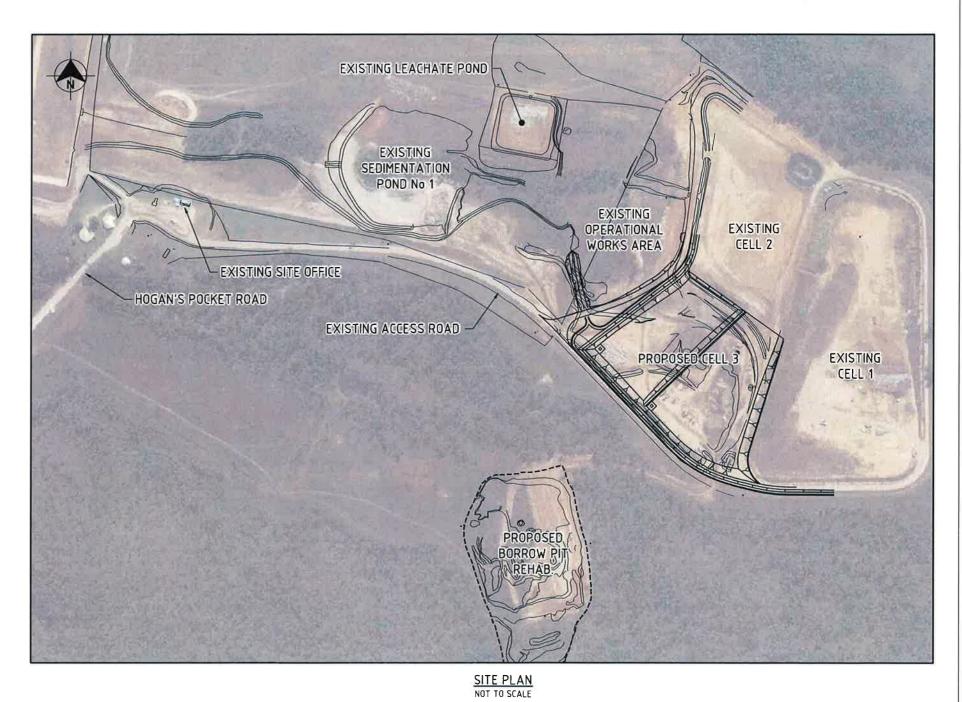
| A1-29711 | LONGITUDINAL SECTIONS - SHEET 2 OF 3 |
|----------|--------------------------------------|
| A1-29712 | LONGITUDINAL SECTIONS - SHEET 3 OF 3 |
| A1-29713 | CROSS-SECTIONS - SHEET 1 OF 2 |
| A1-29714 | CROSS-SECTIONS - SHEET 2 OF 2 |

DRAWING LIST - BORROW PIT REHAB.

| NUMBER | TITLE |
|----------|-------------------------------------|
| A1-29722 | SURVEY |
| A1-29723 | REHAB. DESIGN INC. AERIAL PHOTO |
| A1-29724 | REHAB, DESIGN INC, CUT & FILL ZONES |
| A1-29425 | EARTHWORKS AND SETOUT PLAN |
| A1-29726 | SECTIONS AND DETAILS |
| A1-29727 | SAFETY IN DESIGN |

STANDARD DRAWINGS

NUMBER TITLE RCD-01 ROCK CHECK DAMS



SURVEY NOTES

MRC MERGED SURVEY 244902

LEVEL DATUM - AHD - PM 184208 - RL 272.734 (4th ORDER) MERIDIAN - MGA 55 - RTK GPS (VRS) - ALL COORDINATES TRUE MGA

PSM 188204 (STAR PICKET IN CONC COLLAR SOUTH SIDE HOGANS POCKET RD) E=704632.926 N=7637146.114 RL=279.203

PSM 184208 (STAR PICKET IN CONC COLLAR NORTH SIDE HOGANS POCKET RD) E=704438.744 N=7637263.354 RL=272.734

FOR CONSTRUCTION

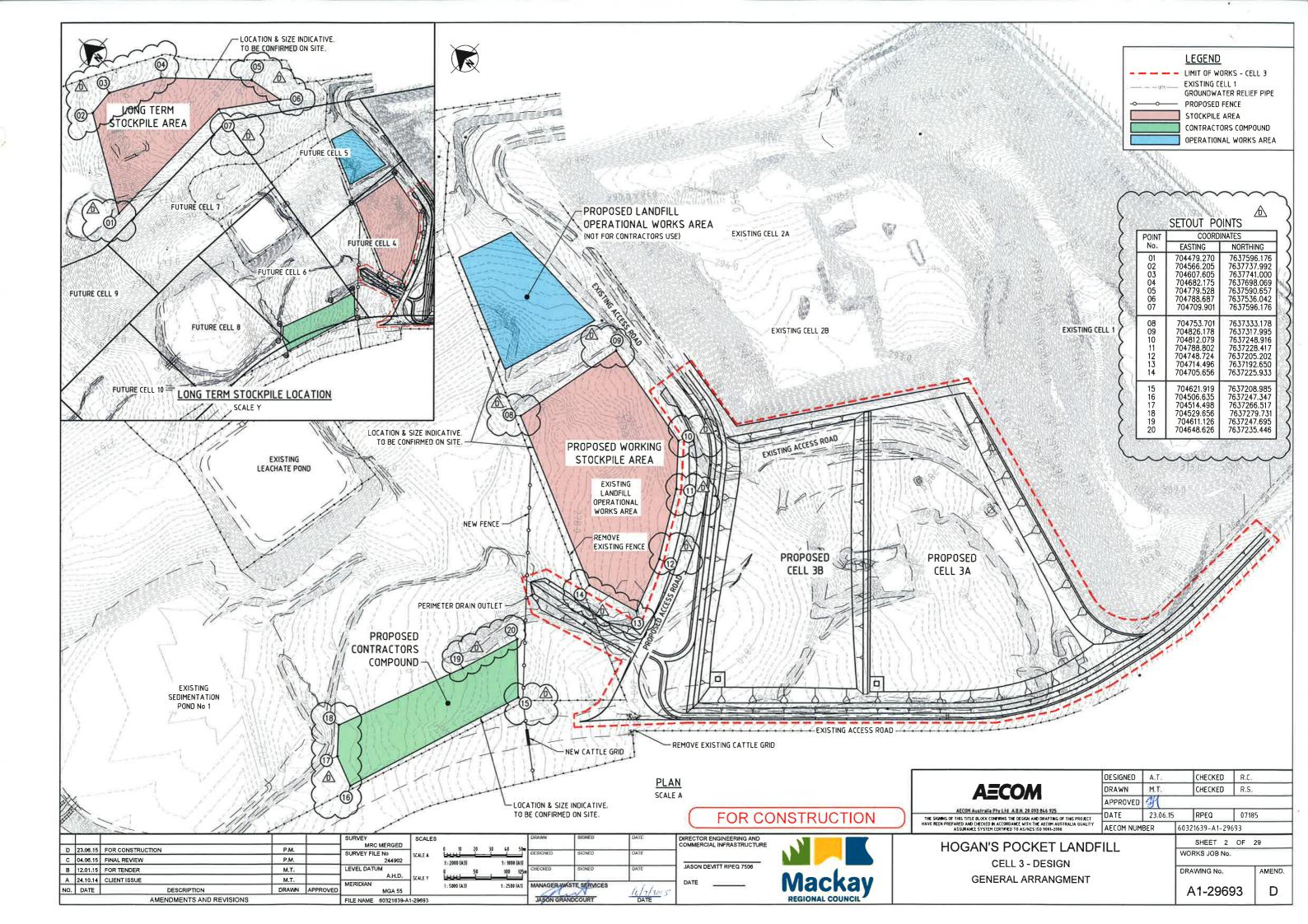
PSM 196085 (STAR PICKET IN CONC COLLAR) E=704490.391 N=7637500.448 RL=277.127

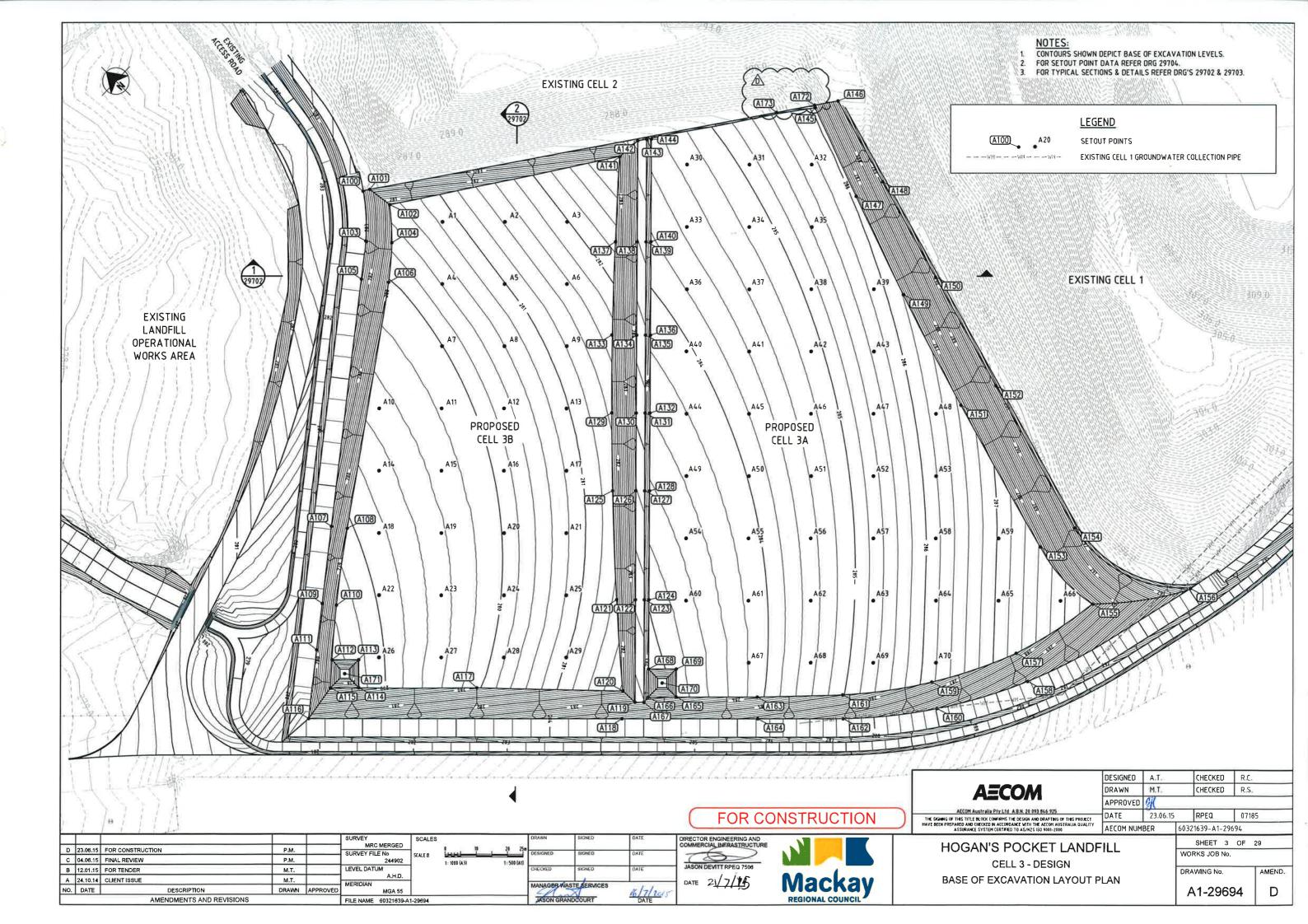


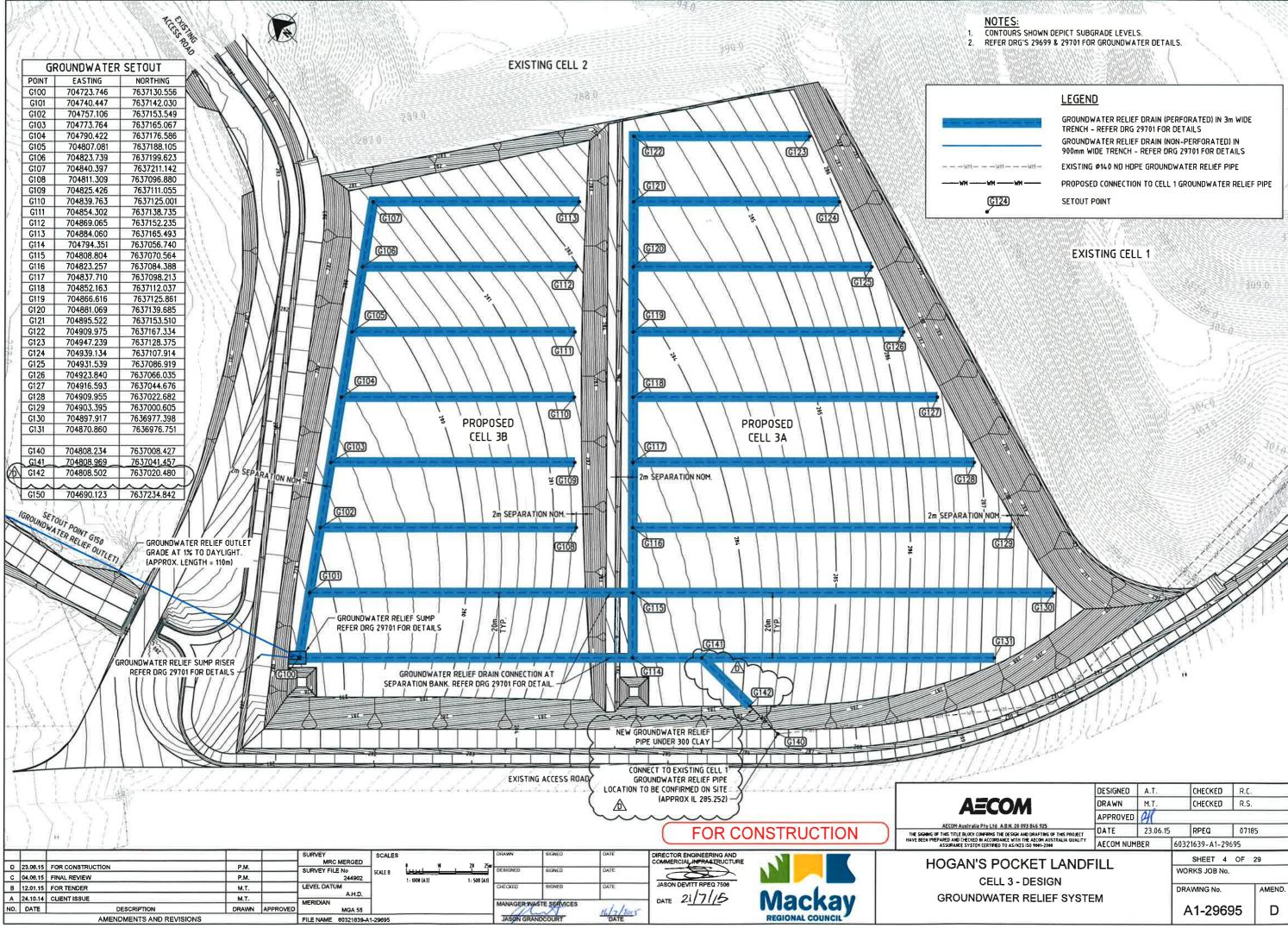
THE SIG

| | DESIGNED | A.T. | | CHECKED | R.C. | |
|--|-----------|----------|------|-------------|------|--------------|
| AECOM | DRAWN | M.T. | | CHECKED | R.S. | |
| | APPROVED | aj(| | | | 29 AMEND, |
| AECOM Australia Pty Ltd. A B N. 20 093 846 925 ANNG OF THIS TITLE BLOCK CONFIRMS THE DESKIN AND DRAFTING OF THIS PROJECT | DATE | 23.06.15 | | RPEQ | 0718 | 5 |
| EN PREPARED AND CHECKED IN ACCORDANCE WITH THE AECOM AUSTRALIA QUALITY ASSURANCE SYSTEM CERTIFIED TO AS/NZS ISO 9001-2000 | AECOM NUM | BER | 6032 | 1639-A1-296 | 92 | |
| HOGAN'S POCKET LANDF | | | | SHEET 1 | OF 2 | 29 |
| HOGAN 3 FOCKET LANDF | ILL | 2 | WOR | RKS JOB No. | | |
| CELL 3 - DESIGN | | | _ | | | |
| | LICT | | DRA | WING No. | | AMEND |
| LOCALITY, SITE PLAN & DRAWING | 1131 | | | 1-2969 | 92 | D |

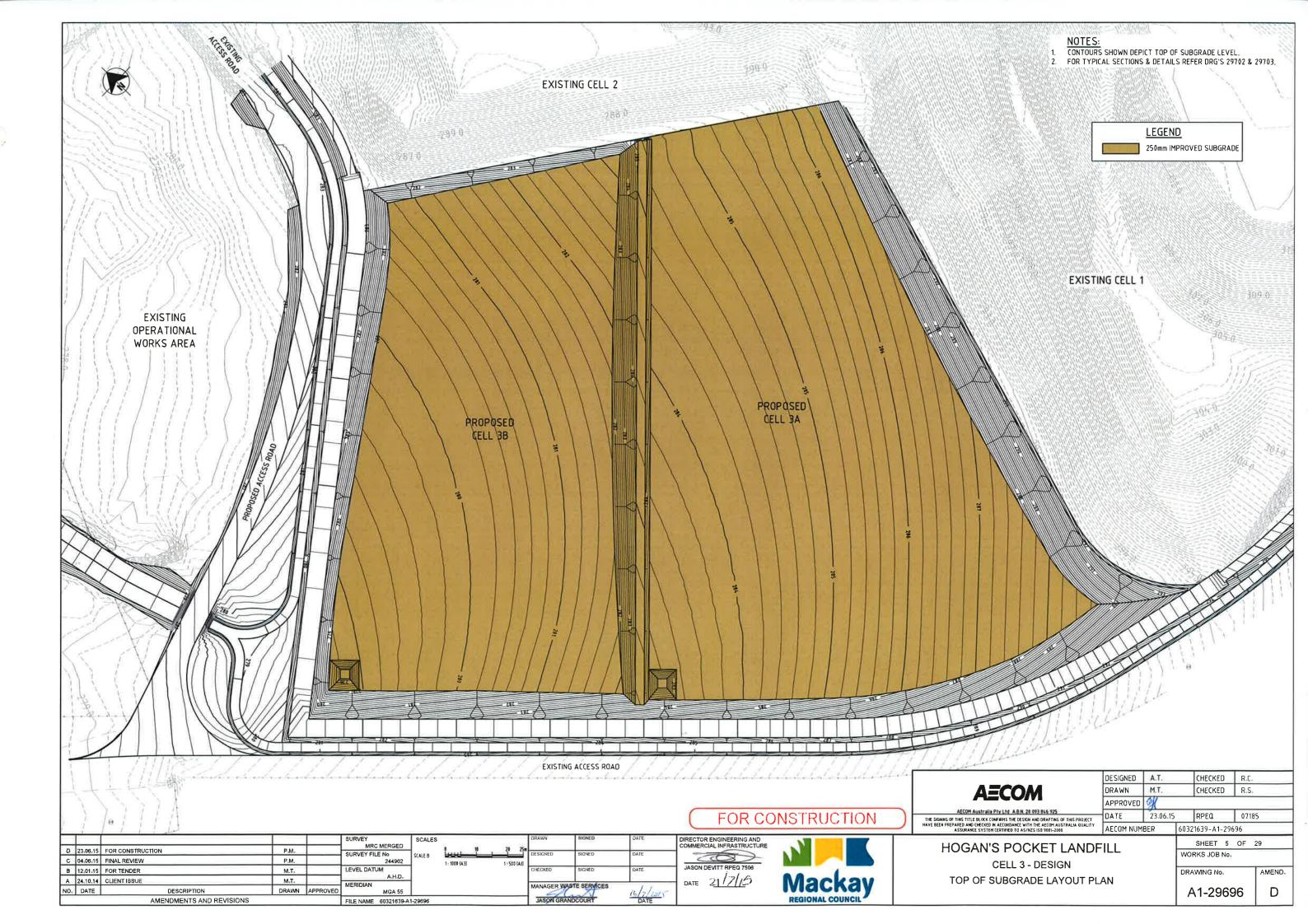
| | | | | | SURVEY MRC MERGED | SCALES | DRAWN | SIGNED | | DIRECTOR ENGINEERING AND | | |
|-----|----------|--------------------------|-------|----------|----------------------|--------------|-------------|------------|-----------|---------------------------|------------------|-----|
| n | 23.08.15 | FOR CONSTRUCTION | P.M. | | | | | | | COMMERCIAL INFRASTRUCTURE | | h h |
| - | 20.00.10 | | 1 | | SURVEY FILE No | | DESIGNED | SIGNED | DATE | | | |
| С | 04 06 15 | FINAL REVIEW | P.M. | | 244902 | | | | | <u></u> | | |
| в | 12.01.15 | FOR TENDER | M.T. | | LEVEL DATUM | NOT TO SCALE | CHECKED | SIGNED | DATE | JASON DEVITT RPEQ 7506 | | |
| A | 24.10.14 | CLIENT ISSUE | M.T. | | A,H.D. | | | 1 | | DATE 21/7/15 | Mackay | L |
| NO. | DATE | DESCRIPTION | DRAWN | APPROVED | MERIDIAN MGA 55 | | MANAGER WAS | TESERVICES | 11/2/2015 | | IVIACNAY | |
| - | - | AMENDMENTS AND REVISIONS | -22 | | EILE NAME 60321639-A | 1-29692 | ASON GRAN | DCOURT | DATE | | REGIONAL COUNCIL | |

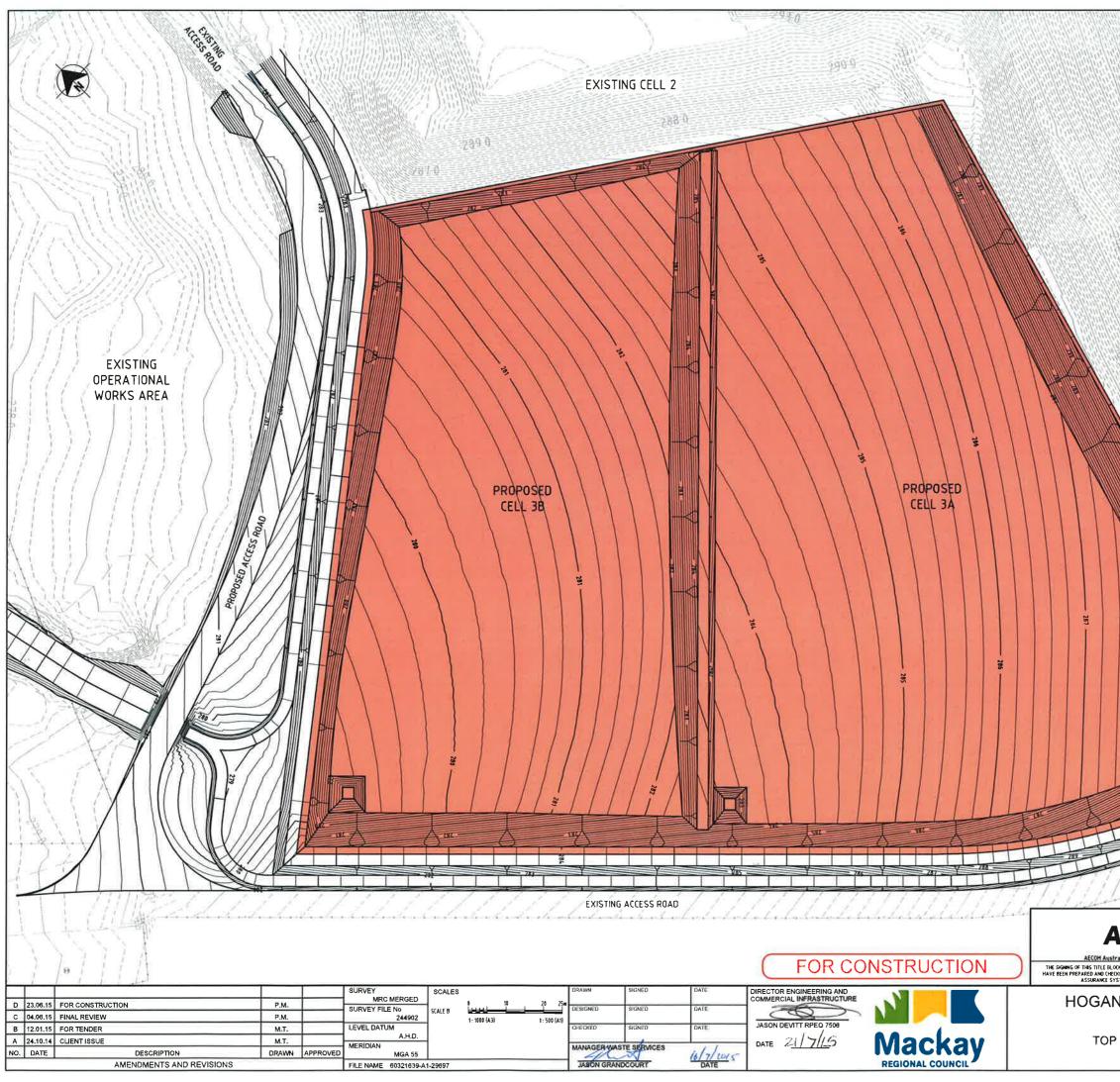




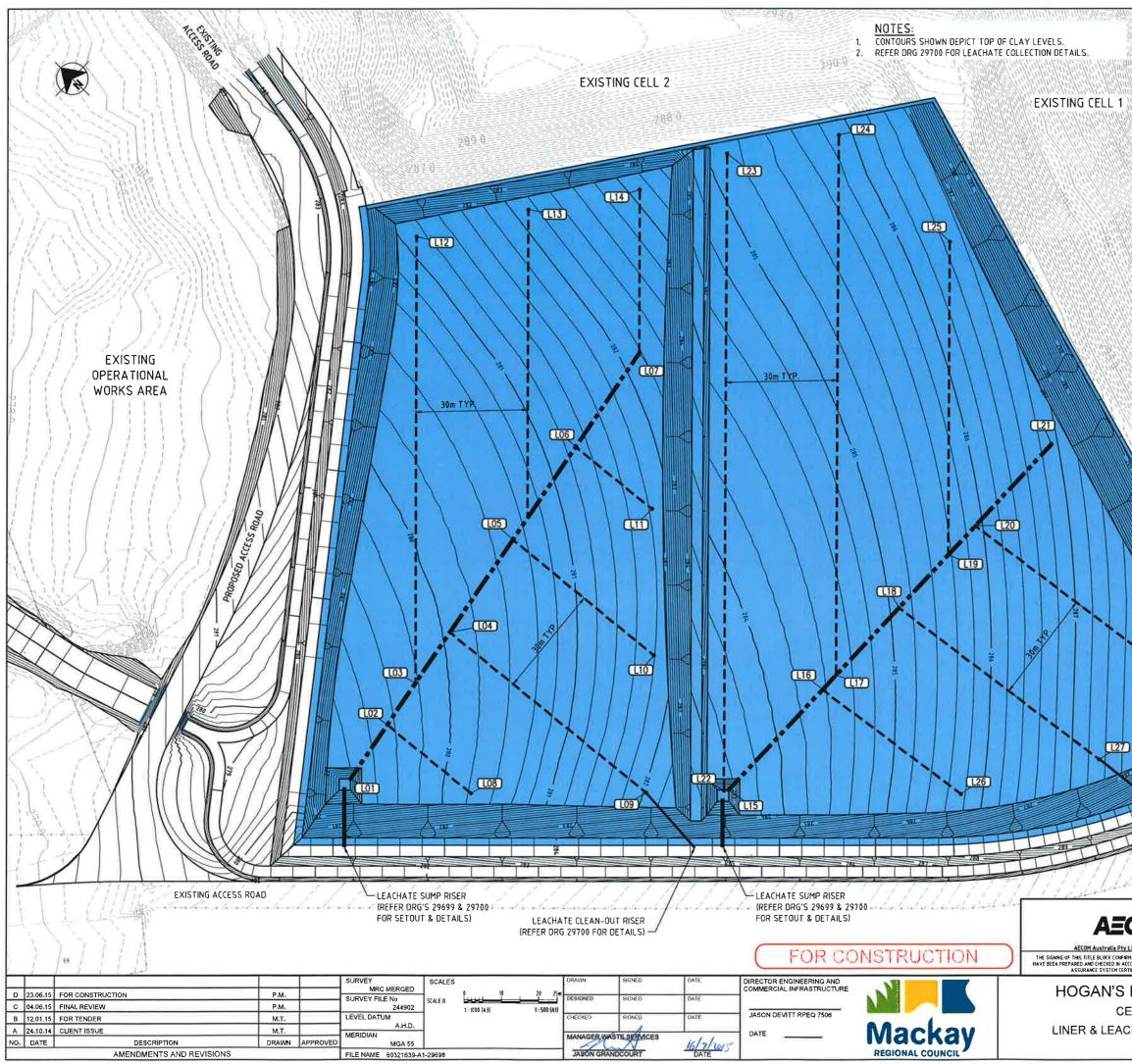


| | DESIGNED | A.T. | | CHECKED | R.C. | |
|--|---------------|-----------|------|-------------|------|-----|
| ECOM | DRAWN | M.T. | | CHECKED | R.S. | |
| | APPROVED | PPROVED 2 | | | | |
| Lia Ply Ltd A.B.N. 20 093 846 925 | DATE | 23.06.15 | | RPEQ | 0718 | 5 |
| K CONFIRMS THE DESIGN AND DRAFTING OF THIS PROJECT ED IN ACCORDANCE WITH THE AECOM AUSTRALIA QUALITY TEM CERTIFIED TO AS/NZS ISO 9001-2000 | AECOM NUM | BER | 6032 | 1639-A1-296 | 95 | |
| 'S POCKET LANDF | SHEET 4 OF 29 | | | | | |
| | | | WOI | RKS JOB No. | | |
| CELL 3 - DESIGN | | | | | | |
| | DRAWING No. | | | AMEND. | | |
| IDWATER RELIEF SYSTE | IVI | | | | _ | 185 |
| | | | I A | 1-2969 | 95 | D |





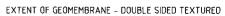
| NOTES 1. Contour 2. For typ | RS SHOWN DE | PICT TOP S & DETA | OF CLAY LEVELS. ILS REFER DRG'S : | 29702 1 | \$ 29703. |
|--|-------------------|----------------------|--------------------------------------|--------------------------|-----------|
| | | LEGEN | <u>כ</u> | | |
| | | | - IICK CLAY | | |
| | 1.090300130 | all all all | annenne e | T | |
| | | | | / | 1 |
| | | | | | |
| | | | | | 11 |
| EVICTI | NG CELL 1 | | | | |
| EAISTI | | Julli | | 30 | 9.0 |
| | | 1 Illi | | 24 | 51.0 |
| | | 4 | 1200 | | |
| | al anta la | 1 | 205.6 | | |
| | | 2 | 1 | 1 | |
| Strathe Strate Strate | | Si K | -1 | Tre | 253 |
| | Confeed and a | 116 | je-11 | $\left \right \right $ | |
| | | 151152. | 6-3 | 633 | 12 |
| A constanting the | | 116331 | | H | 1/2-22 |
| and the second | | Junhas | 058 | | 233 |
| Hall and the second sec | | Ellin's | | 97 | 307 |
| N M Constants | | | | iles- | 2 gha |
| A B B | | | | 200 | |
| A LAN | 462162162 | | | | |
| K. M. | | | | | |
| | | | | 323 | I |
| | | | | 1 All | 11 |
| (Alternational Alternational A | 101860 | | | 1 | - M |
| | N AC | | | 4 | Z/ |
| | | 14 | 1 AG | Ø | |
| | | 131 | | A | |
| | An the | M | | | |
| | | X | 21 | 6 H 24 | |
| | | | | ť. | |
| | XX | | 111 | | |
| N N | | 11 | 1 0 | | |
| | | 1. | | | |
| | FLM | []- | | | |
| | 1. Entre | | | | |
| 1111111 | 1 and | | | | |
| TITLE | | | | | |
| Levente | | | | | |
| | | | CUE CUE D | | |
| | DESIGNED DRAWN | A.T. M.T. | CHECKED | R.C. | |
| ECOM | APPROVED | CH | checheb | | |
| NIE PTV LTO A.B.N. 20 093 846 925 K CONFIRMS THE DESKIN AND DRAFTING OF THIS PROJECT | DATE | 23.06.15 | RPEQ | 0718 | 5 |
| COMPRESSION THE DESIGN AND UKAP ING OF THIS PROJECT ED IN ACCORDANCE WITH THE AECOM AUSTRALIA QUALITY TEM CERTIFIED TO AS/NZS ISO 9001-2000 | AECOM NUME | | 60321639-A1-296 | - | |
| I'S POCKET LANDF | 11.1 | | SHEET 6 | OF 2 | 29 |
| CELL 3 - DESIGN | | | WORKS JOB No. | | |
| OF CLAY LAYOUT PLAN | | - | DRAWING No. | | AMEND. |
| UN ULAT LATUUT PLAN | | | A1-2969 | 97 | D |
| | | | 7.1 2000 | | |





LEACHATE COLLECTION PIPE 200 OD HDPE







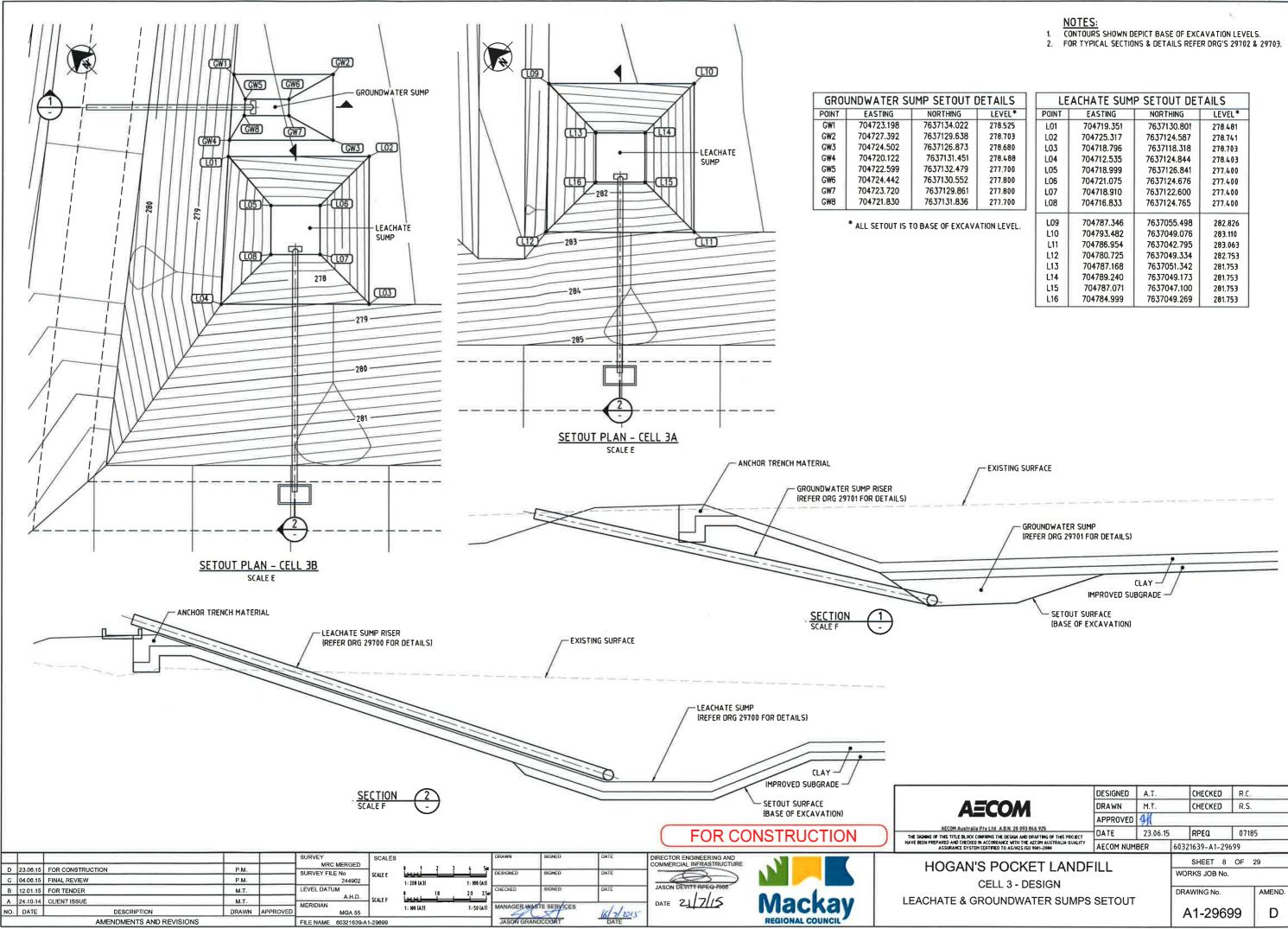
SETOUT POINT

| ~22/20/21/21/4/10/22/20/20/20/21/21/21 | | | | | | |
|--|--------------|-------------|--|--|--|--|
| LEACH | HATE COLLECT | FION SETOUT | | | | |
| POINT | EASTING | NORTHING | | | | |
| L01 | 704721.075 | 7637124.676 | | | | |
| L02 | 704738.519 | 7637127.673 | | | | |
| L03 | 704751.935 | 7637129.978 | | | | |
| L04 | 704768.218 | 7637132.776 | | | | |
| L05 | 704797.917 | 7637137.879 | | | | |
| L06 | 704827.615 | 7637142.982 | | | | |
| L07 | 704857.747 | 7637148.159 | | | | |
| L08 | 704740.726 | 7637098.618 | | | | |
| L09 | 704773.392 | 7637064.668 | | | | |
| L10 | 704801.641 | 7637088.852 | | | | |
| L11 | 704829.817 | 7637116.534 | | | | |
| L12 | 704838.953 | 7637213.211 | | | | |
| L13 | 704864.928 | 7637196.542 | | | | |
| L14 | 704889.587 | 7637178.614 | | | | |
| L15 | 704789.240 | 7637049.173 | | | | |
| L16 | 704826.305 | 7637049.704 | | | | |
| L17 | 704831.634 | 7637049.780 | | | | |
| L18 | 704856.452 | 7637050.136 | | | | |
| L19 | 704875.843 | 7637050.414 | | | | |
| L20 | 704886.598 | 7637050.568 | | | | |
| L21 | 704916.595 | 7637050.997 | | | | |
| L22 | 704788.267 | 7637049.919 | | | | |
| L23 | 704912.791 | 7637168.330 | | | | |
| L24 | 704937.133 | 7637150.100 | | | | |
| L25 | 704937.086 | 7637108.639 | | | | |
| L26 | 704831.618 | 7637003.301 | | | | |
| L27 | 704864.079 | 7636982.877 | | | | |
| L28 | 704895.591 | 7636972.033 | | | | |

LEACHATE CLEAN-OUT RISER (REFER DRG 29700 FOR DETAILS)

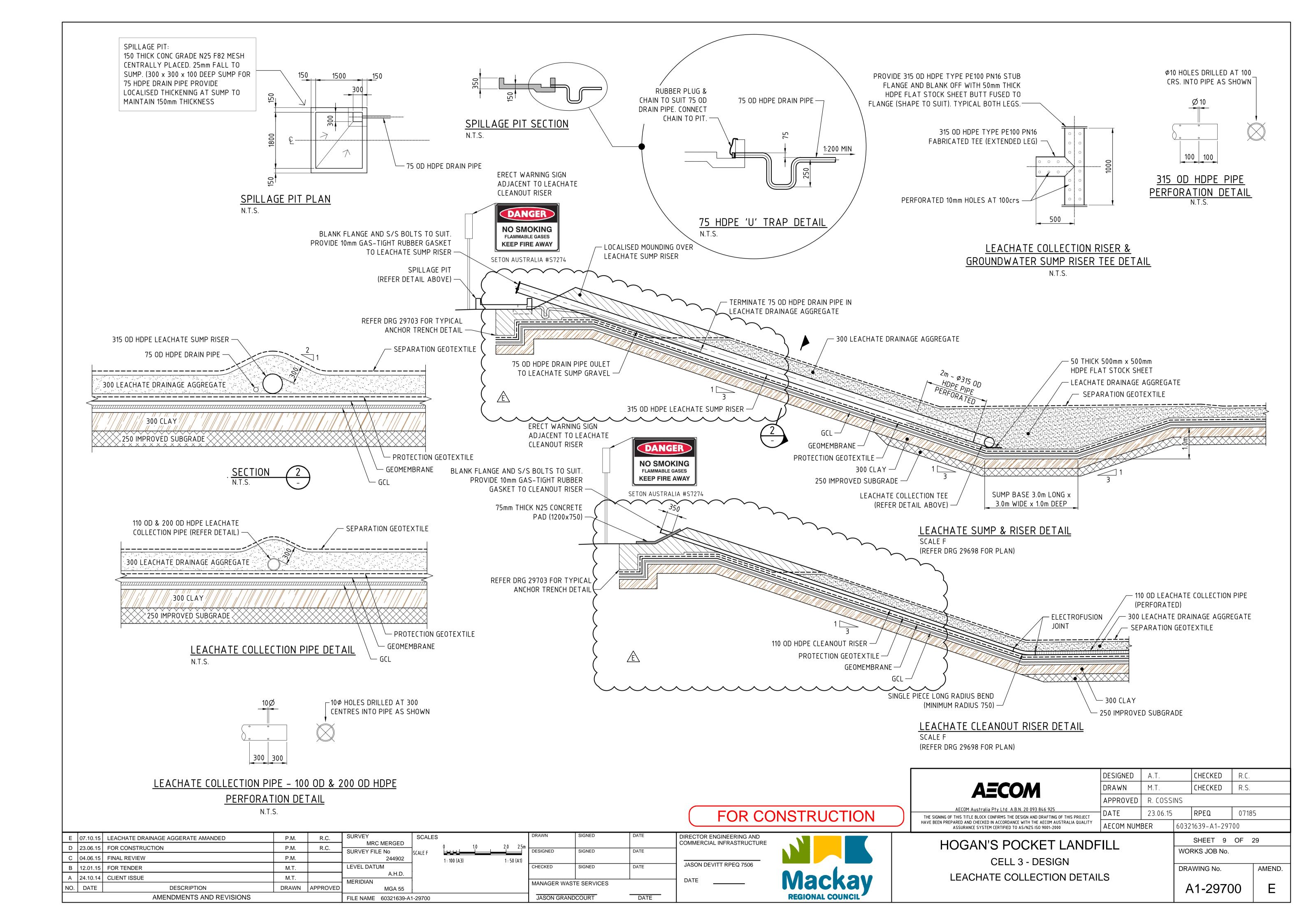
(128)

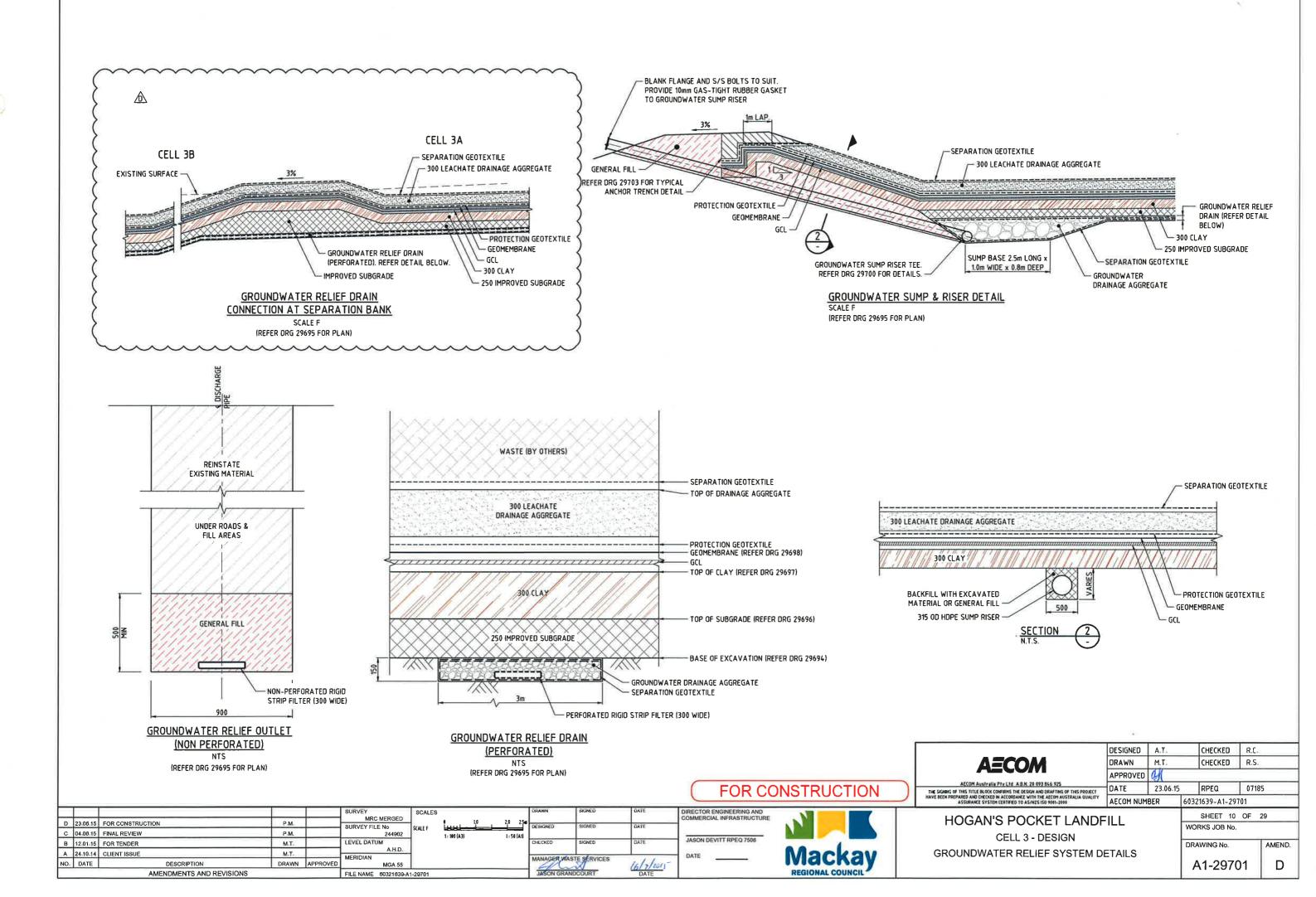
| | DESIGNED | A.T. | | CHECKED | R.C. | |
|--|-----------|----------|---------------|-------------|-------|--------|
| ECOM | DRAWN | M.T. | | CHECKED | R.S. | |
| | APPROVED | an | | | | |
| THE PTY LTD A B N. 20 093 846 925 CK CONFIRMS THE DESIGN AND DRAFTING OF THIS PROJECT | DATE | 23.06.15 | | RPEQ | 07185 | |
| KED IN ACCORDANCE WITH THE AECOM AUSTRALIA QUALITY STEM CERTIFIED TO AS/NZS ISO 9001-2000 | AECOM NUM | BER | 6032 | 1639-A1-296 | 98 | |
| S POCKET LAND | | | | SHEET 7 | OF 2 | 29 |
| | ILL | | WORKS JOB No. | | | |
| CELL 3 - DESIGN | | | DRA | WING No. | | AMEND. |
| EACHATE COLLECTION | PLAN | | · · · | | | |
| | | | A | 1-2969 | 8 | D |
| | | | | | | |



| [| DETAILS | LE | ACHATE SUM | P SETOUT DE | TAILS |
|---|-------------|-------|------------|-------------|---------|
| | LEVEL* | POINT | EASTING | NORTHING | LEVEL* |
| | 278.525 | L01 | 704719.351 | 7637130.801 | 278.481 |
| | 278.703 | L02 | 704725.317 | 7637124.587 | 278.741 |
| | 278,680 | L03 | 704718.796 | 7637118.318 | 278,703 |
| | 278.488 | L04 | 704712.535 | 7637124.844 | 278.403 |
| | 277.700 | L05 | 704718.999 | 7637126.841 | 277.400 |
| | 277.800 | L06 | 704721.075 | 7637124.676 | 277.400 |
| | 277.800 | L07 | 704718.910 | 7637122.600 | 277.400 |
| | 277.700 | L08 | 704716.833 | 7637124.765 | 277.400 |
| | ATION LEVEL | L09 | 704787.346 | 7637055.498 | 282.826 |
| ĺ | | L10 | 704793.482 | 7637049.076 | 283.110 |
| | | L11 | 704786.954 | 7637042.795 | 283.063 |
| | | L12 | 704780.725 | 7637049.334 | 282.753 |
| | | L13 | 704787.168 | 7637051.342 | 281.753 |
| | | L14 | 704789.240 | 7637049.173 | 281.753 |
| | | L15 | 704787.071 | 7637047.100 | 281.753 |

| | | | | | _ | | |
|--|---|----------|-----|-------------|------|--------|--|
| | DESIGNED | A.T. | | CHECKED | R.C. | | |
| ECOM | DRAWN | M.T. | | CHECKED | R.S. | | |
| | APPROVED | 31 | | | | | |
| HIN PTY LTG A.B.N. 20 093 866 925 CONFIRMS THE DESIGN AND DRAFTING OF THIS PROJECT | DATE | 23.06.15 | | RPEQ | 0718 | 5 | |
| ED IN ACCORDANCE WITH THE AECOM AUSTRALIA QUALITY TEM CERTIFIED TO AS/NZS ISO 9001-2000 | ACCORDANCE WITH THE AECON AUSTRALIA QUALITY | | | | | | |
| 'S POCKET LANDF | | | | SHEET 8 | OF : | 29 | |
| | | | WOR | RKS JOB No. | | | |
| CELL 3 - DESIGN | | | | WING No. | | AMEND. | |
| GROUNDWATER SUMPS | SETOUT | | | | | | |
| | | | A | 1-2969 | 9 | D | |





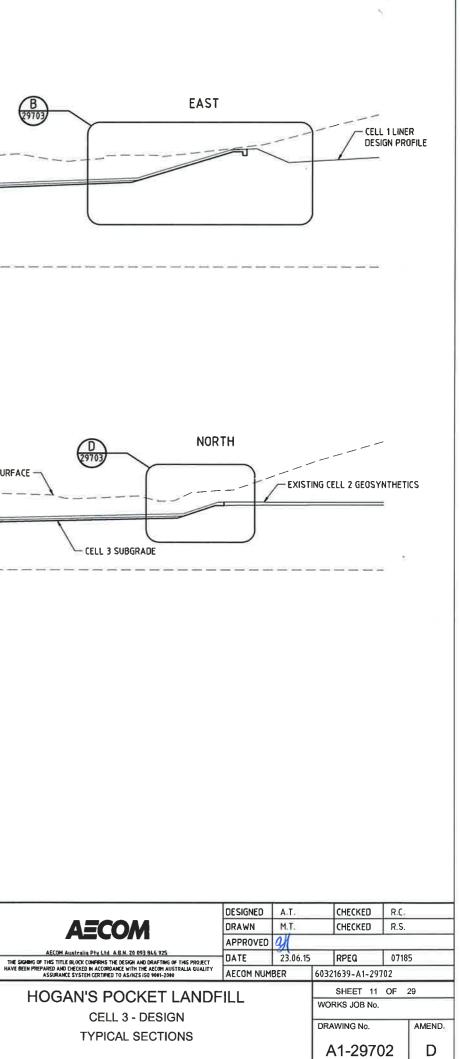
B 29703 E 29703 WEST EXISTING SURFACE A 29703 REFER DRG 29706 FOR DRAIN & ACCESS ROAD DETAILS 15 CELL 3 SUBGRADE -RL 275.0 SECTION SCALE C REFER DRG 29706 FOR 29703 SOUTH PERIMETER DRAIN DETAILS -EXISTING SURFACE RL 275.0 SECTION SCALE C FOR CONSTRUCTION DIRECTOR ENGINEERING AND COMMERCIAL INFRASTRUCTURE JASON DEVITT RPEQ 7506 DATE SURVEY SCALES MRC MERGED D 23.06.15 FOR CONSTRUCTION P.M. 10 SURVEY FILE No SCALE C C 04.06.15 FINAL REVIEW P.M. 244902 1 : 250 (A1) 1: 500 (A3)
 B
 12.01.15
 FOR TENDER

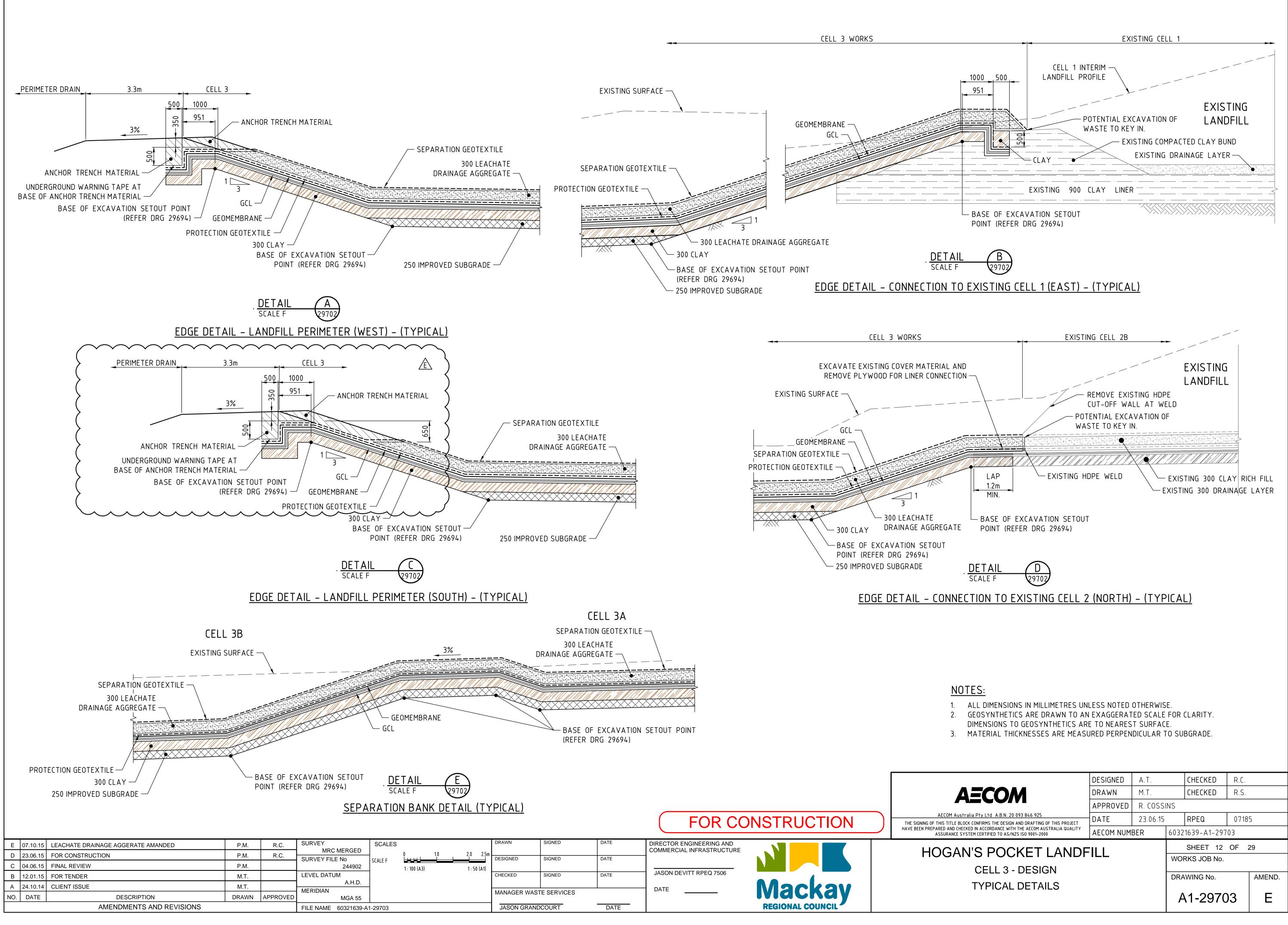
 A
 24.10.14
 CLIENT ISSUE

 NO
 DATE
 LEVEL DATUM M-T-HECKE Mackay REGIONAL COUNCIL A.H.D. M.T. MANAGER WASTE SERVICES MERIDIAN 16/1/1005 DESCRIPTION DRAWN APPROVED MGA 55

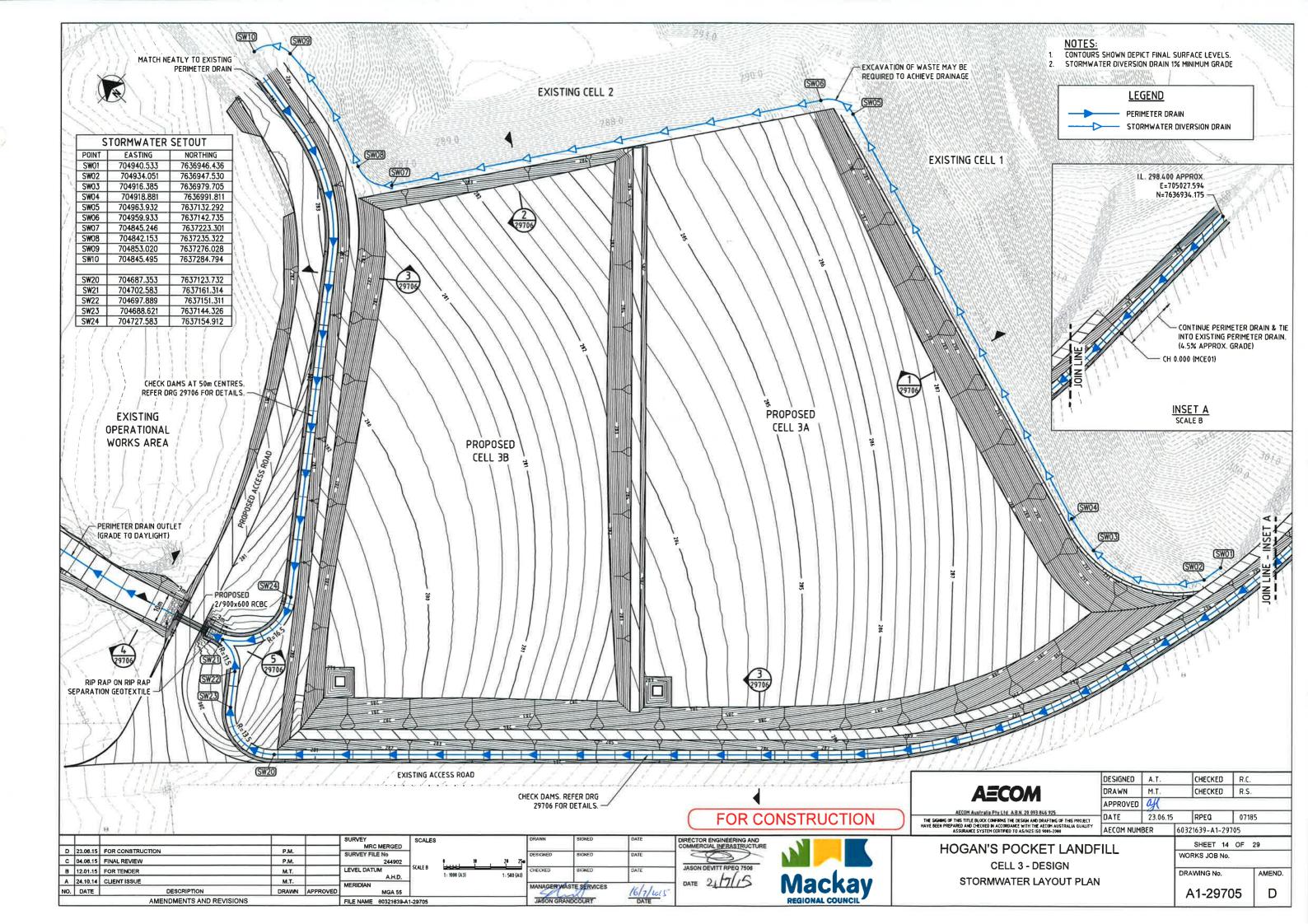
AMENDMENTS AND REVISIONS

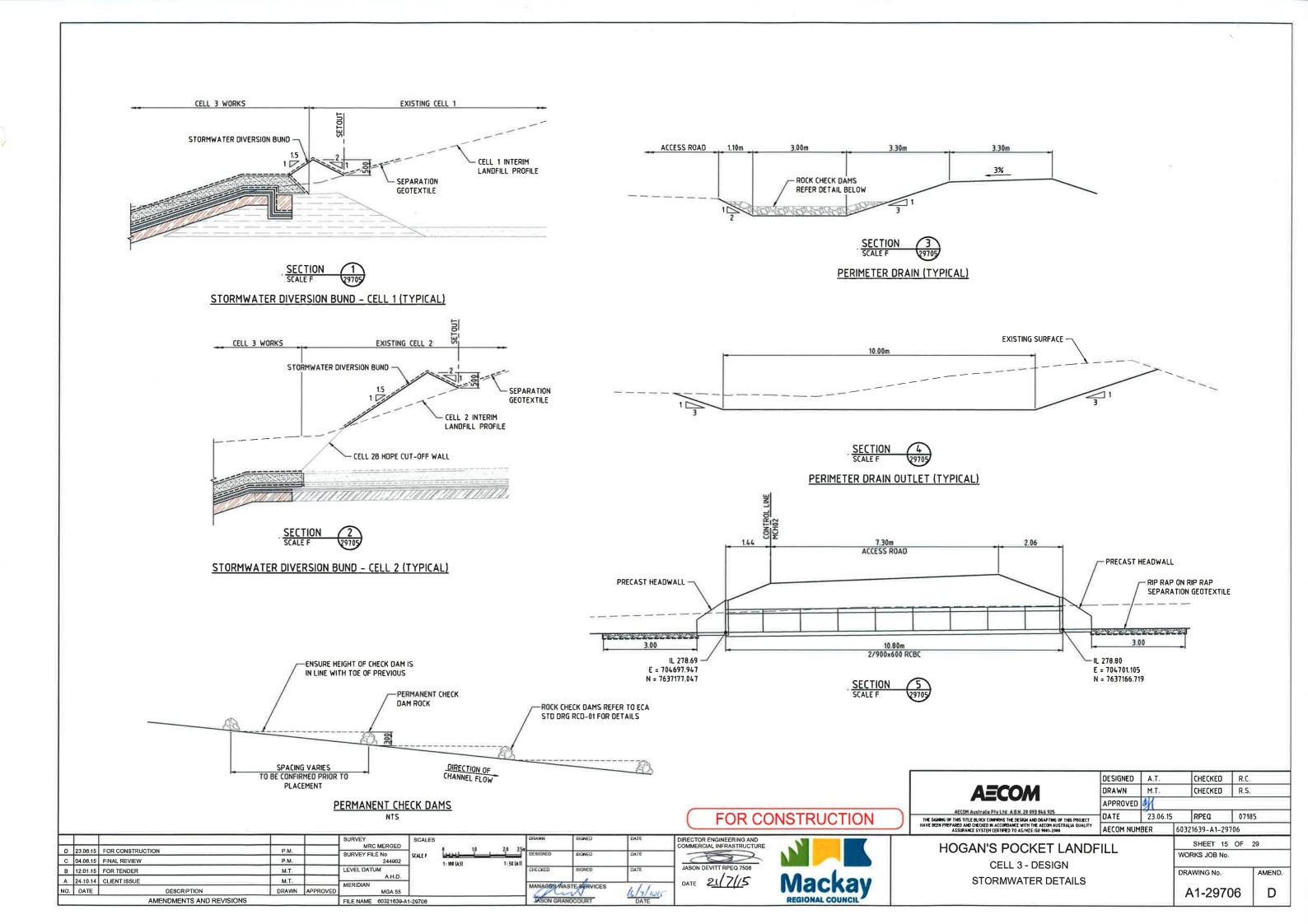
FILE NAME 60321639-A1-29702

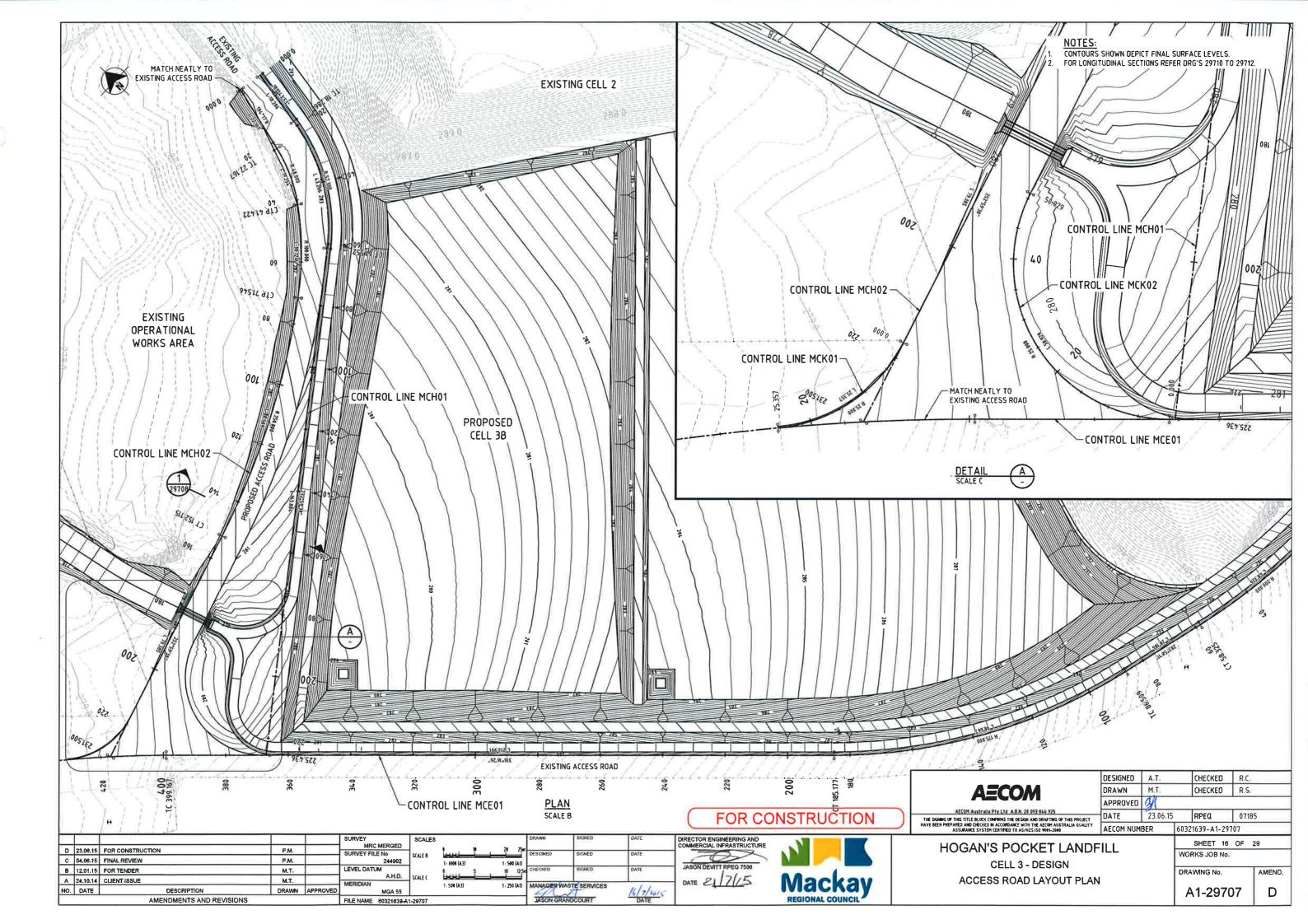


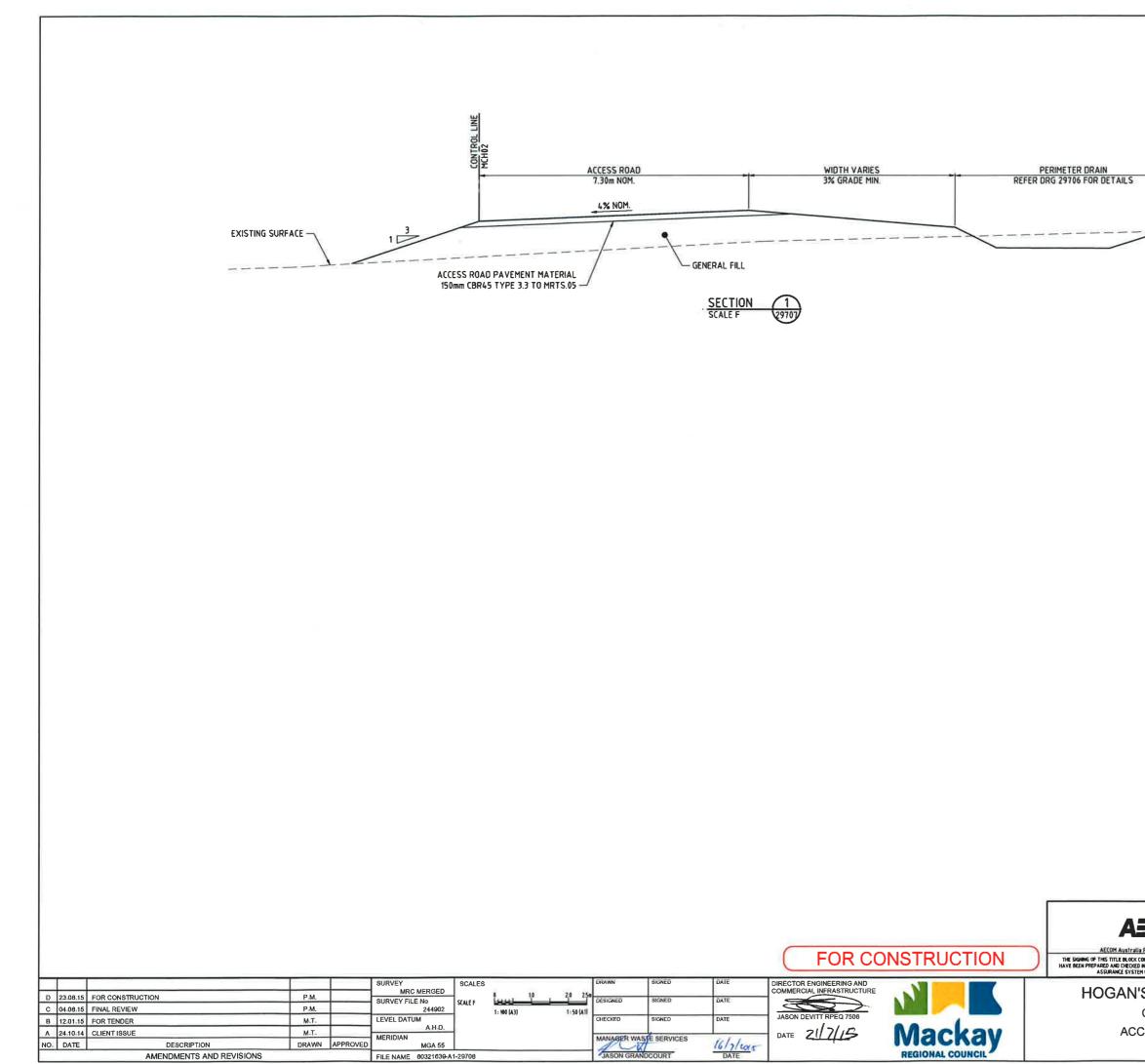


| EXC | AVATION SETOUT - CELL E | BASE | EXCAVATION SET | OUT - CELL BATTERS | NOTE: | | | | | |
|---|---|--------------------|---|--|---|---|------------------|--|-----------------------------------|--------|
| POINT | EASTING NORTHING | LEVEL | POINT EASTING | NORTHING LEVEL | 1. ALL SETOUT IS TO BASE OF EXC. | | | | | |
| | 704845.314 7637202.770 704859.138 7637188.317 | 280.842 281.421 | A100 704834.870 A101 704836.730 | 7637227.956 283.054 7637226.830 282.335 | 2. ALL SETOUT POINT LOCATIONS S DETAILS DRAWING (REFER DRG 2 | 12070 | | | | |
| | 704872.962 7637173.864 | 281.983 | A102 704837.632 | 7637218.812 280.495 | BETAILS DRAWING IREPER DRG 2 | ×************************************* | | | | |
| | 704830.861 7637188.946 704844.685 7637174.493 | 280.409 280.988 | A103 704823.922 A104 704829.344 | 7637216.261 283.035 7637209.850 280.265 | · · · · · · · · · · · · · · · · · · · | m | | | | |
| | 704858.509 7637160.040 | 281.563 | A104 704829.344 A105 704814.148 | 7637208.757 282.881 | | | | | | |
| | 704816.408 7637175.122 | 279.997 | A106 704819.441 | 7637201.734 279.979 | | | | | | |
| | 704830.232 7637160.669 704844.056 7637146.216 | 280.595 281.209 | A107 704750.262 A108 704753.316 | 7637160.605 280.628 7637156.553 278.954 | | | | | | |
| | 704788.130 7637175.751 | 279.503 | A109 704730.298 | 7637145.558 280.158 | | | | <u>.</u> | | |
| | 704801.955 7637161.298 704815.779 7637146.845 | 279.829 | A110 704733.042 | 7637141.917 278.653 7637136.529 280.168 | | | | | <u>x</u> | |
| | 704829.603 7637132.391 | 280.314 280.972 | A111 704718.319 A112 704719.388 | 7637136.529 280.168 7637130.770 278.471 | | | | | | |
| | 704773.677 7637161.926 | 279.310 | A113 704725.317 | 7637124.587 278.740 | | | | | | |
| | 704787.502 7637147.473 704801.326 7637133.020 | 279.687 280.123 | A114 704718.814 A115 704712.535 | 7637118.351 278.703 7637124.844 278.402 | | | | | | |
| A17 | 704815.150 7637118.567 | 280.823 | A116 704700.570 | 7637123.082 281.424 | | | | | | |
| | 704759.224 7637148.102 704773.048 7637133.649 | 279.149 279.571 | A117 704744.958 A118 704769.957 | 7637091.014 279.948 7637050.538 284.769 | | | | | | |
| | 704786.873 7637119.196 | 280.025 | A119 704776.655 | 7637051.207 283.108 | | | | | | |
| | 704800.697 7637104.743 | 280.770 | A120 704776.590 | 7637056.556 281.838 | | | | | | |
| | 704744.771 7637134.278 704758.595 7637119.825 | 279.029 279.522 | A121 704796.458 A122 704800.564 | 7637078.268 281.452 7637073.952 283.438 | | | 5 | | | |
| A24 | 704772.420 7637105.372 | 280.033 | A123 704802.520 | 7637071.896 283.523 | | | | | | |
| | 704786.244 7637090.919 704730.318 7637120.454 | 280.813 278.944 | A124 704803.529 A125 704820.835 | 7637070.835 283.035 7637103.424 281.327 | | | | | | |
| A27 | 704744.142 7637106.001 | 279.549 | A126 704825.923 | 7637098.075 283.788 | | | | | | |
| | 704757.967 7637091.548 704771.791 7637077.095 | 280.184 280.992 | A127 704827.879 A128 704828.934 | 7637096.019 283.873 7637094.911 283.363 | | | | | | |
| | 704912.750 7637158.779 | 284.669 | A129 704838.681 | 7637120.936 281.448 | | | | | | |
| | 704926.574 7637144.326 | 285.107 | A130 704844.037 | 7637115.306 284.038 | | | | | | |
| | 704940.398 7637129.873 704898.297 7637144.955 | 285.729 284.447 | A131 704845.992 A132 704847.060 | 7637113.250 284.123 7637112.128 283.607 | | | | | | |
| A34 | 704912.121 7637130.502 | 284.844 | A133 704856.714 | 7637138.252 281.712 | | | | | | |
| | 704925.945 7637116.049 704883.843 7637131.131 | 285.415 284.206 | A134 704862.150 A135 704864.106 | 7637132.537 284.288 7637130.481 284.373 | | | | | | |
| | 704897.668 7637116.678 | 284.621 | A136 704865.189 | 7637129.343 283.849 | | | | | | |
| | 704911.492 7637102.225 | 285.116 | A137 704879.116 | 7637158.224 282.282 | | | <i>u</i> : | | | |
| | 704925.316 7637087.772 704869.390 7637117.307 | 285.869 283.964 | A138 704883.894 A139 704885.866 | 7637153.222 284.588 7637151.181 284.673 | | | | | × | |
| | 704883.215 7637102.854 | 284.403 | A140 704886.899 | 7637150.070 284.168 | | | | | | |
| | 704897.039 7637088.401 704910.863 7637073.948 | 284.901 285.641 | A141 704899.660 A142 704907.343 | 7637176.174 282.939 7637175.528 284.912 | | | | | | |
| A44 | 704854.937 7637103.482 | 283.794 | A143 704909.677 | 7637173.832 285.002 | | | | | 2 | |
| | 704868.762 7637089.029 704882.586 7637074.576 | 284.199 284.746 | A144 704910.702 A145 704954.267 | 7637172.754 284.506 7637141.730 286.054 | | | | | | |
| | 704896.410 7637060.123 | 285.457 | A145 704954.267 | 7637137.928 288.528 | | | | | | |
| | 704910.234 7637045.670 | 286.295 | A147 704942.944 | 7637112.591 286.059 | | | | | | |
| | 704840.484 7637089.658 704854.309 7637075.205 | 283.627 284.018 | A148 704952.158 A149 704930.578 | 7637109.738 289.242 7637079.780 286.211 | | | | | 240 | |
| A51 | 704868.133 7637060.752 | 284.619 | A150 704941.807 | 7637076.304 290.090 | | | | | | |
| | 704881.957 7637046.299 704895.781 7637031.846 | 285.327 286.186 | A151 704917.758 A152 704929.978 | 7637041.876 286.649 7637038.093 290.870 | | | | | | |
| | 704826.031 7637075.834 | 283.474 | A153 704902.500 | 7636992.003 287.621 | | | | | | |
| | 704839.856 7637061.381 704853.680 7637046.928 | 283.911 | A154 704914.554 | 7636988.271 291.785 | | | | | | |
| | 704853.680 7637046.928 704867.504 7637032.475 | 284.532 285.262 | A155 704900.796 A156 704926.143 | 7636967.282 288.374 7636948.056 294.026 | | | | | | |
| | 704881.328 7637018.022 | 286.136 | A157 704872.440 | 7636973.930 287.324 | | | | | | |
| | 704895.152 7637003.569 704811.578 7637062.010 | 287.020 283.337 | A158 704868.448 A159 704847.032 | 7636965.014 290.547 7636987.041 286.154 | | | | | | |
| A61 | 704825.402 7637047.557 | 283.845 | A160 704842.075 | 7636979.897 289.024 | | | | | | |
| | 704839.227 7637033.104 704853.051 7637018.651 | 284.496 285.267 | A161 704824.355 A162 704818.902 | 7637004.772 284.977 7636999.394 287.505 | | | | | | |
| A64 | 704866.875 7637004.198 | 286.157 | A163 704804.916 | 7637024.057 283.915 | | | | | | |
| | 704880.699 7636989.745 704894.524 7636975.291 | 287.046 287.936 | A164 704800.004 A165 704786.959 | 7637019.124 286.219 7637042.843 283.062 | | | | | | |
| | 704810.949 7637033.733 | 287.936 283.807 | A166 704780.725 | 7637049.334 282.753 | | | | | | |
| | 704824.774 7637019.279 | 284.535 | A167 704778.611 | 7637049.151 283.193 | | | | | | |
| | 704838.598 7637004.826 704852.422 7636990.373 | 285.327 286.189 | A168 704787.346 A169 704793.482 | 7637055.498 282.826 7637049.076 283.112 | | | | | DESIGNED A.T. CHECKED R.C. | |
| ţ | | | A170 704787.120 | 7637049.221 281.753 | | | | AECOM | DRAWN M.T. CHECKED R.S. | .S. |
| | | | A171 704718.954 A172 704954.748 | 7637124.720 277.400 7637142.402 286.326 | | | NOTELICTICS | AECOM Australia Pty Ltd A.B.N. 20 093 846 925 | APPROVED R. COSSINS | 7105 |
| | | | A172 704954.748 A173 704944.645 | 7637149.629 285.800 | | FORCC | NSTRUCTION | THE SIGNING OF THIS TITLE BLOCK CONFIRMS THE DESIGN AND DRAFTING OF THIS PROJECT HAVE BEEN PREPARED AND CHECKED IN ACCORDANCE WITH THE AECOM AUSTRALIA QUALIT | TY AECOM NUMBER 60321639-A1-29704 | לטוי |
| E 24.08.15 NOTE AME | | P.M. | | SCALES | URAWN SIGNED DATE | DIRECTOR ENGINEERING AND COMMERCIAL INFRASTRUCTURE | | | | 29 |
| D 23.06.15 FOR CONST C 04.06.15 FINAL REVI | | P.M. | R.C. SURVEY FILE No | | DESIGNED SIGNED DATE | | | HOGAN'S POCKET LANE | DFILL WORKS JOB No. | |
| B 12.01.15 FOR TENDE | | P.M. M.T. | LEVEL DATUM | | CHECKED SIGNED DATE | JASON DEVITT RPEQ 7506 | | CELL 3 - DESIGN | DRAWING No. | AMEND. |
| A 24.10.14 CLIENT ISS | SUE | M.T. DRAWN | ARRENTED MERIDIAN | | MANAGER WASTE SERVICES 8/9/2015 | DATE 9/9/15 | Mackay | SETOUT TABLES | | |
| | AMENDMENTS AND REVISIONS | DIVAAAAA | APPROVED MGA 55 FILE NAME 60321639-A | -29704 | JASON GRANDCOURT STATE | | REGIONAL COUNCIL | | A1-29704 | E |
| | | | | | | | | | | |









| | DESIGNED | A-T- | | CHECKED | R.C. | |
|--|---|------------|---------|-------------|-------|--------|
| ECOM | DRAWN | M.T. | CHECKED | | R.S. | |
| | APPROVED | APPROVED 4 | | | | |
| lia Pty Ltd A.B.N. 20 093 846 925 | DATE | 23.06.15 | | RPEQ | 0710 | |
| CONFIRMS THE DESIGN AND DRAFTING OF THIS PROJECT | UATE | 23.00.15 | RPEU | | 07185 | |
| ED IN ACCORDANCE WITH THE AECOM AUSTRALIA QUALITY Tem certified to as/nzs iso 9001-2000 | IN ACCORDANCE WITH THE AECOM AUSTRALIA QUALITY AECOM NUMBER | | | | | |
| I'S POCKET LANDF | 11.1 | | | SHEET 17 | OF 2 | 29 |
| IS FOCKET LANDF | ILL | | wo | RKS JOB No. | | |
| CELL 3 - DESIGN | | | | | | |
| | | | | WING No. | | AMEND. |
| CESS ROAD DETAILS | | | A | 1-2970 | 8 | D |
| | | | | | | |

SAFETY IN DESIGN RISK ASSESSMENT

| | | | | Before Mitigation | | | | | After Mitigation | | No State Land Land | | Para |
|------|--|----------------|-----------|------------------------------|---|-------|-------------------|---|------------------|-------------|------------------------------|-------|-----------|
| No | Hazard Description (What If) OPERATION | Probability | Exposure | Consequence/Outcome | 1 | Score | Risk Level | Mitigation | Probability | Exposure | Consequence/Outcome | Score | Risk Lev |
| 1 | Worker is stuck by plant | Has Happened | 5 Daily | 5 Major/Fatality | 9 | 19 | Extreme | Vehicle management plan / site procedures / inductions / PPE | Heard Of | 3 Daily | 5 Major/Fatality | 9 1 | 7 Exmana |
| 2 | Vehicle accident | Has Happened | 5 Daily | 5 Major/Fatality | 9 | 19 | Extreme | Vehicle management plan / site procedures / inductions / PPE | Heard Of | 3 Daily | 5 Major/Fatality | 9 1 | 7 Estrame |
| 3 | Overturn of equipment moving on batter slopes | Has Happened | 5 Daily | 5 Significant/Disability | 7 | 17 | Extreme | Staff training/procedures / construct access over lining and don't traffic down the slope | Heard Of | 3 Daily | 5 Significant/Disability | 7 | 6 High |
| 4 | Sun / heat exposure | Almost Certain | 6 Daily | 5 Serious/Serious (LTI) | 5 | 16 | High | Inductions / site procedures / site offices & facilities / PPE | Possible | 4 Daily | 5 Moderate/Medical Treatment | 3 1 | 2 Medium |
| 5 | Landfill gas - active landfill - Emission of LFG and accumulation of asphyxiate or explosive atmospheres in work areas | Almost Certain | 6 Daily | 5 Significant/Disability | 7 | 18 | Extreme | Operator Health and Safety Plan / PPE including personal gas detectors / No Smoking / naked flames signage onsite | Heard Of | 3 Daily | 5 Significant/Disability | 7 | 5 High |
| 6 | Incident that requires first aid | Has Happened | 5 Weekly | 4 Minor/First Aid | 1 | 10 | Medium | First aid kit in site office / staff training / procedures | Possible | 4 Quarterly | 2 Minor/First Aid | 1 | Low |
| 7 | Exposure to hazardous liquid | Heard Of | 3 Daily | 5 Moderate/Medical Treatment | 3 | 11 | Medium | Operator Health and Safety Plan / staff training / procedures / PPE / Good onsite management and hygiene | Unlikely | 2 Weekly | 4 Moderate/Medical Treatment | 3 | Low |
| 8 | Exposure to biological/pathogenic wastes | Heard Of | 3 Daily | 5 Serious/Serious (LTI) | 5 | 13 | High | Operator Health and Safety Plan / staff training / procedures / PPE including steel mid sole boots and personal gas detectors | Unlikely | 2 Weekly | 4 Serious/Serious (LTI) | 5 1 | 1 Medium |
| - 91 | Exposure to asbestos (inhalation of asbestos dust) | Has Happened | 5 Weekly | 4 Significant/Disability | 7 | 16 | High | Any suspected asbestos will be treated as such and disposed of at the site by the landfill contractor. The landfill contractor will ensure they dispose of asbestos in accordance with their site management procedures. Adherence to legislation and standards / Contractor Health and Safety Plan / staff training / procedures / PPE | Unlikely | 2 Weekly | 4 Significant/Disability | 7 | 3 High |
| 10 | Noise (workers) | Almost Certain | 6 Daily | 5 Moderate/Medical Treatment | 3 | 14 | High | Plant maintenance / procedures / PPE | Heard Of | 3 Daily | 5 Minor/First Aid | 1 1 | Low |
| 11 | Slope failure | Has Happened | 5 Weekly | 4 Major/Fatality | 9 | 18 | Extranse | Operator Health and Safety plan / Contractor selection of appropriate plant / regular site inspections | Possible | 4 Weekly | 4 Major/Fatality | 9 1 | Extreme |
| 12 | Snow blindness from geotextile if white | Heard Of | 3 Monthly | 3 Serious/Serious (LTI) | 5 | -11 | Medium | Operator Health and Safety Plan / PPE / coverage with soil at appropriate time | Unlikely | 2 Monthly | 3 Moderate/Medical Treatment | 3 | Low |

SAFETY IN DESIGN RISK SCORES

| | 1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1- | Catastrophic / Multiple Fatalities | Major / Fatality | Significant / Disability | Serious / Serious (LTI) | Moderate / Medical Treatment | Minor / First Ald |
|----------------|--|---------------------------------------|--|-----------------------------|----------------------------|---------------------------------|-------------------|
| Likelihood | Score | 11 | | 9 | 7 | 5 | 3 |
| Almost Certain | 6 | 17 | | 5 | 13 | 11 9 | |
| Has Happened | 5 | 10 | 6 - C - C - C - C - C - C - C - C - C - | 4 | 17 | 10 8 | |
| Possible | 4 | 15 | | 3 | 11 | 9 7 | |
| Heard Of | 3 | 74 | 14 A A A A A A A A A A A A A A A A A A A | 2 | 10 | 8 6 | |
| Unlikely | 2 | 13 | 1 | | 9 | 7 | |
| A Impossible | 1 | 12 | 1 | 0 | 8 | 6 | Ē. |

- NOTES:
 THE SAFETY IN DESIGN RISK ASSESSMENT WAS CARRIED OUT TO INFORM COUNCIL AND THE CONSTRUCTION CONTRACTOR OF KEY SAFETY RISKS THAT MAY ARISE DURING CONSTRUCTION OF THE WORKS AND REQUIRED MITIGATION OF SAFETY RISKS DURING CONSTRUCTION.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR MANAGEMENT OF SAFETY RISKS DURING CONSTRUCTION IN ACCORDANCE WITH THE REQUIREMENTS OF STATUTORY REQUIREMENTS, WHICH SHALL NOT BE LIMITED TO THE SAFETY RISKS OUTLINED HEREIN.

| | | | | | | | | | | FOR CO | NSTRUCTION | AECOM Australia F The skiwing of this title block co have been prepared and checked in Assurance system |
|---|------|-------------------------|--------------|----------|-----------------------|---------|-------------|--------------|-----------|---|------------------|--|
| | | | | | SURVEY MRC MERGED | SCALES | DRAWN | SIGNED | DATE | DIRECTOR ENGINEERING AND COMMERCIAL INFRASTRUCTURE | | HOGAN'S |
| _ | | FOR CONSTRUCTION | P.M. | | SURVEY FILE No | 1 | DESIGNED | SIGNED | DATE | (TS) | | HUGAN |
| _ | | FINAL REVIEW FOR TENDER | P.M. M.T. | | 244902 LEVEL DATUM | 4 | CHECKED | SIGNED | DATE | JASON DEVITT RPEQ 7506 | | (|
| _ | | CLIENT ISSUE | M-T- | | A.H.D. | | | 1 | | DATE Z1/7/15 | Mackau | SA |
| | DATE | DESCRIPTION | | APPROVED | MERIDIAN MGA 55 | | MANAGER WAS | STE BERVICES | 16/7/2015 | DATE CYTUR | IVIACKAY | 0, |
| | | AMENDMENTS AND REVISION | S | | FILE NAME 60321639-A | 1-29709 | JASON GRAN | IDCOURT | DATE | | REGIONAL COUNCIL | |

| | DESIGNED | A.T. | | CHECKED | R.C. | |
|--|-----------|----------|------|-------------|------|-------|
| AECOM | DRAWN | M.T. | | CHECKED | R.S. | |
| | APPROVED | ak | _ | | | |
| M Australia Pty Ltd. A.B.N. 20 093 846 925 TLE BLOCK CONFIRMS THE DESIGN AND DRAFTING OF THIS PROJECT | DATE | 23.06.15 | | RPEQ | 0718 | 5 |
| ND CHECKED IN ACCORDANCE WITH THE AECOM AUSTRALIA QUALITY ANCE SYSTEM CERTIFIED TO AS/NZS ISO 9001-2000 | AECOM NUM | BER | 6032 | 1639-A1-297 | 09 | |
| AN'S POCKET LANDF | 11.1 | | | SHEET 18 | OF 3 | 29 |
| CELL 3 - DESIGN | | | WOI | RKS JOB No. | | |
| SAFETY IN DESIGN | | | DRA | WING No. | | AMEND |
| SAFETTIN DESIGN | | | A | 1-2970 | 9 | D |

80

| | | | | | | | | | | | | | | | EA |
|-----|----------|--------------------------|-------|----------|----------------------|------------|--------------|-------|--------------|------------|--------|-----------|---|------------------|--|
| | | | | | | | | | | | | | FOR CC | NSTRUCTION | AECOM Australia Pty THE SIGNING OF THIS TITLE BLOCK CONFIG HAVE BEEN PREPARED AND CHECKED IN A ASSURANCE SYSTEM (ER |
| | | | | | SURVEY MRC MERGED | SCALES | | | | DRAWN | SIGNED | DATE | DIRECTOR ENGINEERING AND COMMERCIAL INFRASTRUCTURE | | HOGAN'S |
| D | 23.06.15 | FOR CONSTRUCTION | P.M. | | SURVEY FILE No | 1 | 1:2000 (A3 | 1 | 1: 1000 (A1) | DESIGNED | SIGNED | DATE | | | HUGAN 3 |
| С | 04 06 15 | FINAL REVIEW | P.M. | | 244902 | HORIZONTAL | | 20 30 | 40 50 | | | | | | CI |
| В | 12.01.15 | FOR TENDER | M.T. | | LEVEL DATUM | VERTICAL | | ; ; | | CHECKED | SIGNED | DATE | JASON DEVITT RPEQ 7506 | | 0 |
| A | 24 10 14 | CLIENT ISSUE | M.T. | | A.H.D. | - | 1 = 240 (A3) | . , | 1:100 (A1) | | | | DATE 21/7/15 | Mackay | LONGI |
| NO. | DATE | DESCRIPTION | DRAWN | APPROVED | MERIDIAN MGA 55 | | | | | MANAGERWA | | 16/2/2015 | | wachay | |
| | | AMENDMENTS AND REVISIONS | | | FILE NAME 60321639-A | 1-29710 | | | | JASON GRAN | | DATE | | REGIONAL COUNCIL | |

CONTROL LINE MCE01

| DATUM 275.0 | | | | | | _ | | | | \ |
|--------------------|----------------------------|------------------------|----------------|-----------|-------------|---------|-----------|-------------|-----------|------------------------|
| VERTICAL DETAILS | a | -5,109% | -5,905% | -4.67 | 4% | | 20 | | -3.332% | 2.55 |
| HORIZONTAL DETAILS | L=10.000 | R=200.000 L=28 | 84 | R=175,000 | | 1 | ų. | - L=213.991 | T. | |
| NORTHING | _LIS1E69E9L | | 7636944.236 | | 860 E669E9L | | T. | 1 | .1. | |
| EASTING | 704.978.118 704.968.118 | 704920.274_ | 704.892.924 | | 704808.706 | , | I. | 1 | | 704660.793_ |
| DESIGN LEVELS | 296.330 _ | 294.287 293.861 | 292.383 - | 289.029 | 287.385 | 286.692 | 284.890 - | 283.224 | 281.558 | - 029.972 - 029.892 |
| EXISTING LEVELS | 296.34.4 | 294.377 _ 293.863 _ | E9E.292 | 289.024 | 287.398 | 286.666 | 284.781 | 283.264 | 281.750 - | 280.103 280.030 |
| LEVEL DIFFERENCE | 0.000 | 0.090 - | 0.010 -0.154 - | - 0.005 | . E10.0 | -0.026 | -0.109 | 0.040 | 0.191 | 0.182 |
| CHAINAGES | 0.000 | 50.000 - 58.325 - | 86,509 - | 150.000 | 185.177 - | 200.000 | 250.000 | 300.000 | 350.000 | 791.62 7.00.000 2 |

CH210,169 RL286,217

CH81656 RL292669

2

| l, | |
|--------------------|--------------------|
| R=-350.000 | |
| .1 | |
| . E | |
| 278.227 | 276.264 276.264 |
| - E20.872 _ 402.0- | 276.485 276.264 |
| -0.204 | -0.076 |
| 450.000 | 500.000 508.917 |

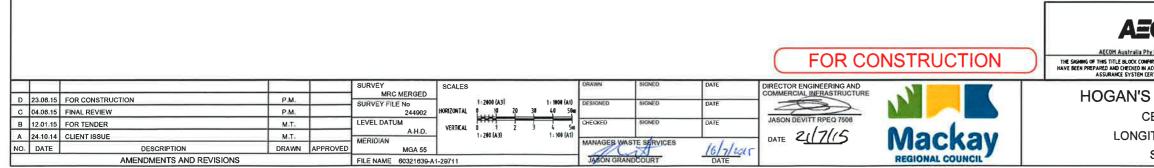
| | DESIGNED | A.T. | | CHECKED | R.C. | |
|--|----------|----------|------------------|-------------|------|-------|
| ECOM | DRAWN | M.T. | | CHECKED | R.S. | |
| | APPROVED | gi | | | | |
| alia Pty Ltd. A.B.M. 20.093 846 925 CK CONFIRMS THE DESIGN AND DRAFTING OF THIS PROJECT | DATE | 23.06.15 | | RPEQ | 0718 | 5 |
| KED IN ACCORDANCE WITH THE AECON AUSTRALIA QUALITY STEM CERTIFIED TO AS/NZS ISO 9001-2000 | BER | 6032 | 0321639-A1-29710 | | | |
| N'S POCKET LANDF | 11.1 | | | SHEET 19 | OF 2 | 29 |
| | | | WOF | RKS JOB No. | | |
| CELL 3 - DESIGN | | 2 | DRA | WING No. | - | AMEND |
| NGITUDINAL SECTIONS | | | | | | |
| SHEET 1 OF 3 | | A | 1-2971 | 0 | D | |

 N_{12}

| DATUM 278.0 | CH30.649 RL 282.892 CH30.649 RL 282.892 CH80.649 RL 282.892 CH80.649 RL 282.693 | CH152418 RL280564 |
|--------------------|--|-------------------------------------|
| VERTICAL DETAILS | 1.847% | -2.893% 3.000% R=1019.912 |
| HORIZONTAL DETAILS | L=18.286 R=57.300 | L=163.884 |
| NORTHING | 7637277.282 7637259.259 7637223.187 | - |
| EASTING | 704835.838 | 704682.978 |
| DESIGN LEVELS | 282.326 282.664 283.072 283.072 282.075 | 280.300 - 20E.082 - 208.302 |
| EXISTING LEVELS | - 767.E82 - 767.E82 - 767.E82 - 767.E82 - 767.E82 - 767.E82 - 757.E82 | 280.545 - 280.471 - 281.240 - |
| LEVEL DIFFERENCE | -0.000 0.153 0.741 0.726 -0.854 | -0.089 - 0.168 - 0.250 - |
| CHAINAGES | 0.000 - 18.286 - 50.000 - 61.552 - 100.000 - | 150.000 - 200.000 - 225.436 - |

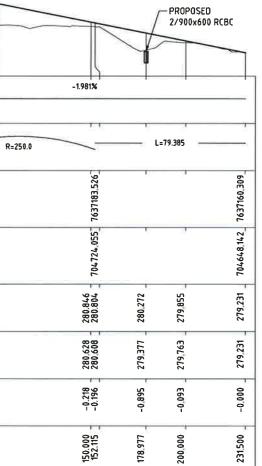
| | CH2.000 RL283.066 CH2.000 RL283.066 CH3.804 RL283.136 CH22.905 RL282.738 CH22.805 RL282.543 CH2.805 RL282.543 CH4.9353 RL282.592 | |
|--------------------|--|--------------|
| DATUM 278.0 | | |
| VERTICAL DETAILS | 1.000% -5.040% 1500% R=228.523 R=211.053 R=718.179 | |
| HORIZONTAL DETAILS | L=22.167 R=48.0 R=100.0 | ~ |
| NORTHING | 704.831,34.8 7637278,582 704.825,878 7637257,101 704.817,561 7637239,878 | |
| EASTING | 704831.348 704825.878_ 704817.561_ | 704.796.010_ |
| DESIGN LEVELS | 283.046 - 282.563 - 282.706 - 282.729 - | 282.4.00 |
| EXISTING LEVELS | 282.90,6 282.902 282.82 282.82 281,892 | 281.24.6 |
| LEVEL DIFFERENCE | _ 000.0- _ 92E.0 _ 720.0 | - 1,154 _ |
| CHAINAGES | 0.000 - 22.167 - 4.1.4.22 - 50.000 - | 71.546 |

CONTROL LINE MCH01



| | DESIGNED | A.T. | CHECKED | R.C. | |
|--|-----------|----------|----------------|------|---------|
| NECOM | DRAWN | M.T. | CHECKED | R.S. | |
| | APPROVED | en | | | |
| ralia Pty Ltd. A.B.N. 20 093 846 925 CK CONFIRMS THE DESIGN AND DRAFTING OF THIS PROJECT | DATE | 23.06.15 | RPEQ | 0718 | 5 |
| KEO IN ACCORDANCE WITH THE AECOM AUSTRALIA QUALITY STEM CERTIFIED TO AS/NZS ISO 9001-2000 | AECOM NUM | BER | 60321639-A1-29 | 711 | |
| N'S POCKET LANDF | | | SHEET 20 | OF | 29 |
| | | | WORKS JOB No. | | |
| CELL 3 - DESIGN | | | DRAWING No. | | AMEND. |
| NGITUDINAL SECTIONS | | | | | , WEIG. |
| SHEET 2 OF 3 | | | A1-297 | 11 | D |
| | | | | | |

CONTROL LINE MCH02



| | | | | | | | | | | | | | FOR CC | ONSTRUCTION | AECOH AU THE SIGNING OF THIS TITLE B HAVE BEEN PREPARED AND CI ASSURANCE |
|-----|----------|--------------------------|-------|----------|------------------------------|------------|---------------|-------|-------------|------------|--|-----------|---|------------------|---|
| | | | | | SURVEY | SCALES | 5 | | | DRAWN | SIGNED | DATE | DIRECTOR ENGINEERING AND COMMERCIAL INFRASTRUCTURE | | |
| D | 23.06.15 | FOR CONSTRUCTION | P.M. | | MRC MERGED SURVEY FILE No | - | 1 : 2000 (A3) | | 1: 1000 (A1 | DESIGNED | SIGNED | DATE | - COMMERCIAL INDEAD TRUCTURE | | HOGA |
| С | 04.06.15 | FINAL REVIEW | P.M. | | 244902 | HORIZONTAL | L 0 10 | 20 30 | 40 50 | | U.G.LD | | 0 | | |
| в | 12 01.15 | FOR TENDER | M.T. | | LEVEL DATUM | VERTICAL | | | | CHECKED | SIGNED | DATE | JASON DEVITT RPEQ 7506 | | |
| A | 24.10.14 | CLIENT ISSUE | M.T. | | A.H.D. MERIDIAN | | 1:200 (A3) | . , | 1:100 (A1 | | | _ | DATE 21(7/15 | Mackay | LC |
| NO. | DATE | DESCRIPTION | DRAWN | APPROVED | | | | | | MANAGER WA | and the second s | 16/7/1015 | Sector Sector | wachay | |
| | | AMENDMENTS AND REVISIONS | | | FILE NAME 60321639-4 | A1-29712 | | | | JASON GRAM | | DATE | | REGIONAL COUNCIL | |

CONTROL LINE MCK01

| | 7575718 ET0.245 | CH14.073 RL279.241 |
|--------------------|-----------------|--------------------|
| DATUM 277 0 | | |
| VERTICAL DETAILS | -1929X | -3.301% |
| HORIZONTAL DETAILS | R | 25.0 |
| NORTHING | 1637164.464_ | 7637169.534 |
| EASTING | 704661.727 | 616.TE340T |
| DESIGN LEVELS | 279.513 | 278.869 |
| EXISTING LEVELS | 279.498 | 278.785 |
| LEVEL DIFFERENCE | -0.014 | - 0.084 |
| CHAINAGES | 0.000 | 25.357 |

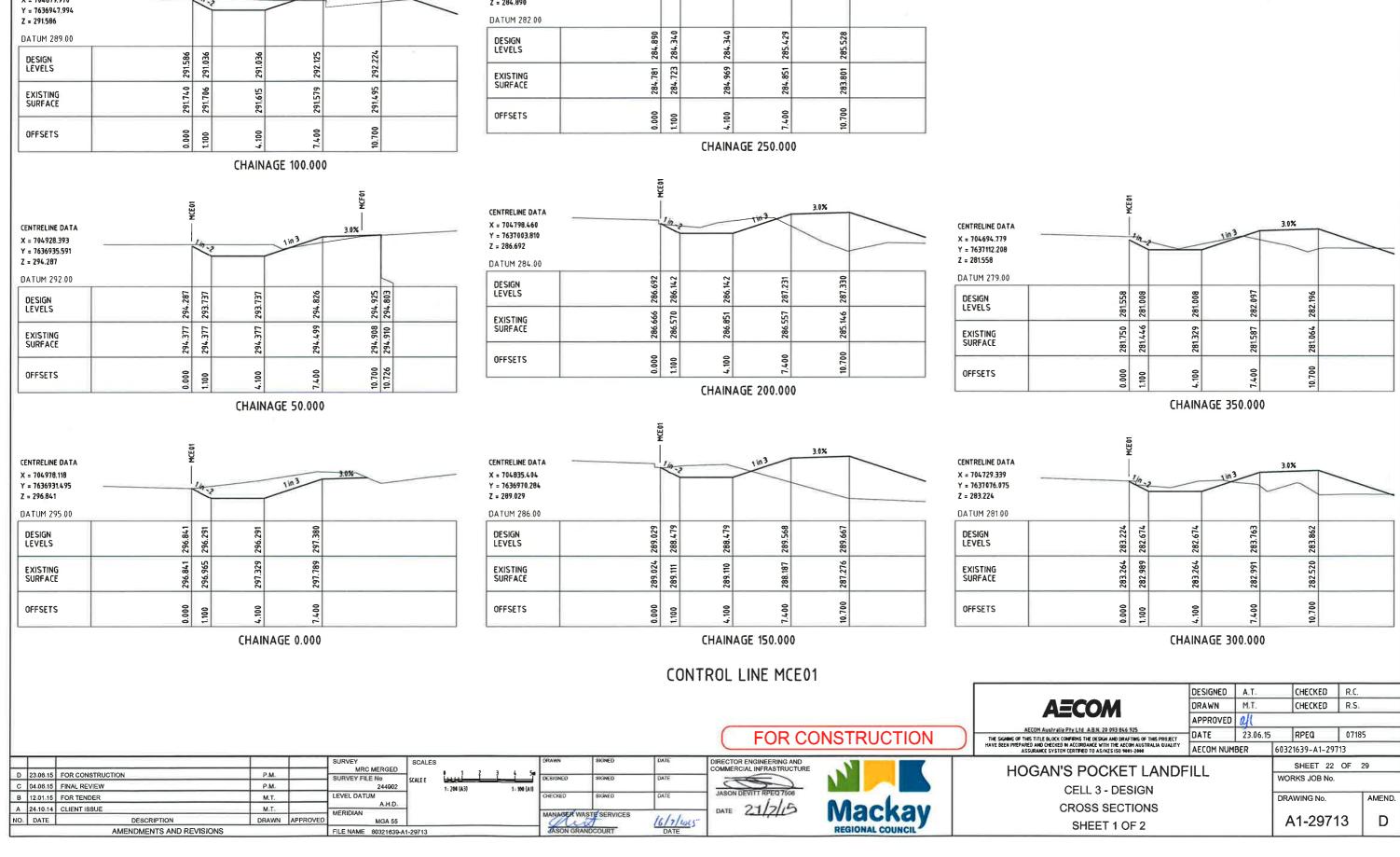
| | CH5.000 RL280.792 CH13.750 RL280.503 CH22.500 RL280.503 CH22.500 RL280.210 CH40.000 RL280.294 CH45.829 RL280.330 |
|--------------------|---|
| DATUM 278.0 | 5 |
| VERTICAL DETAILS | -3.309% -1.502% 0.618% 1.561% R=968.266 R=825.322 |
| HORIZONTAL DETAILS | R=25.0 |
| NORTHING | 165.2517E87 |
| EASTING | 704682.322704682.322704682.322 |
| DESIGN LEVELS | 280.958 - 280.395 280.410 - |
| EXISTING LEVELS | 281.212 - 281.212 - 279.694 - 279.676 - |
| LEVEL DIFFERENCE | 0.254 _ -0.702 - -0.734 _ |
| CHAINAGES | 0.000 - 50.929 - |

CONTROL LINE MCK02

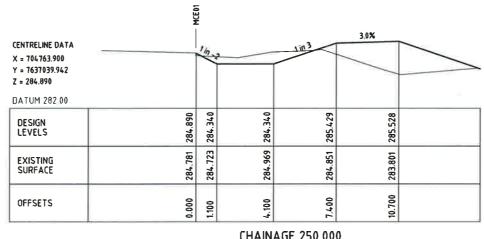
| ECOM | DRAWN | M.T. | CHECKED | R.S. | |
|--|-----------|----------|---------------------------|--------|---|
| | APPROVED | off | | | |
| alia Pty Ltd. A.B.N. 20 093 846 925 CK CONFIRMS THE DESIGN AND DRAFTING OF THIS PROJECT | DATE | 23.06.15 | RPEQ | 07185 | |
| KEO IN ACCORDANCE WITH THE AECON AUSTRALIA QUALITY STEH CERTIFIED TO AS/NZS ISO 9001-2000 | AECOM NUM | BER | 60321639-A1-297 | 712 | |
| VS POCKET LANDF | ILL | | SHEET 21 WORKS JOB No. | OF 29 | |
| NGITUDINAL SECTIONS | | | DRAWING No. | AMEND. | 1 |
| SHEET 3 OF 3 | | | A1-2971 | 12 D | |

DESIGNED A.T.

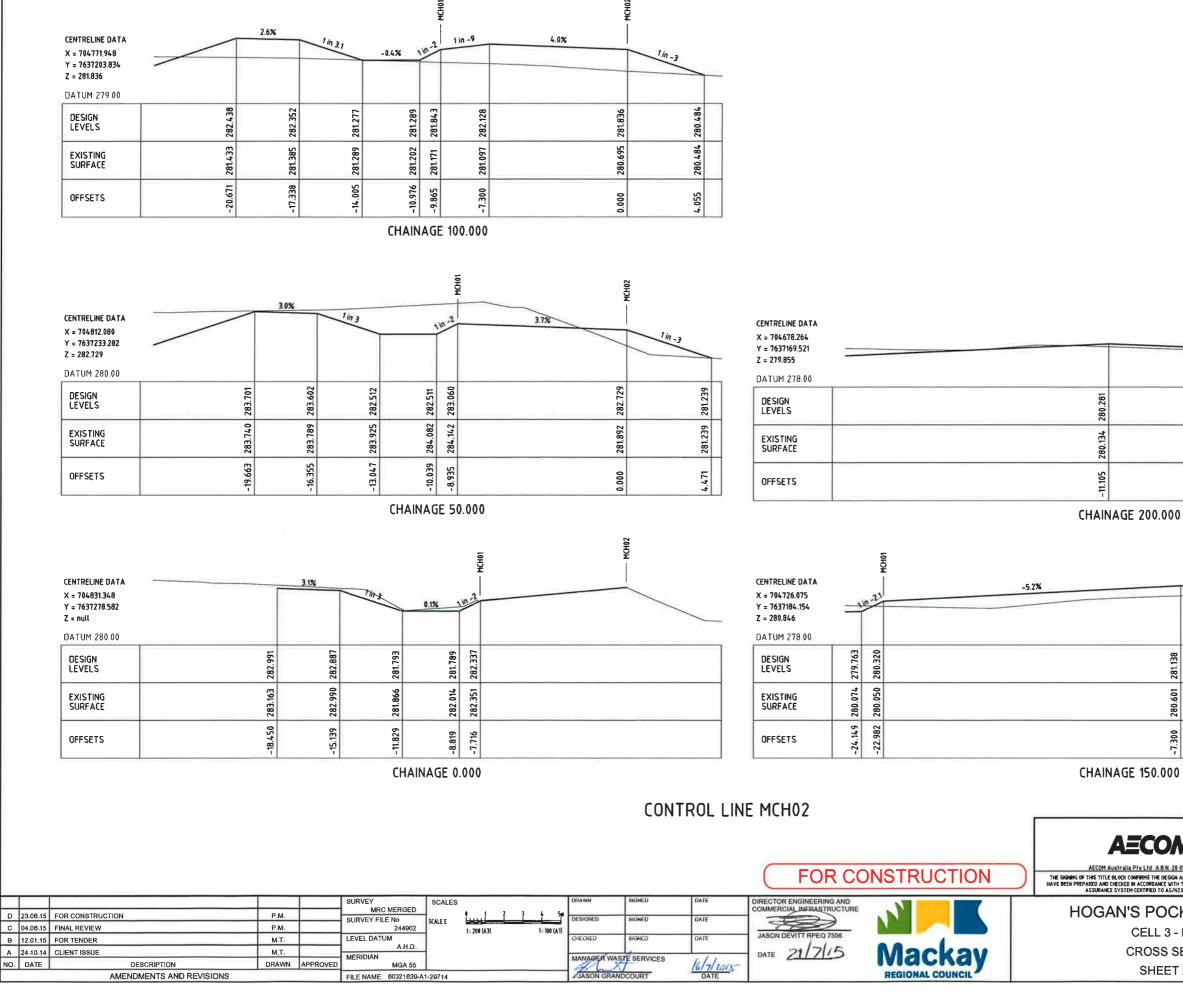
CHECKED R.C.



MCE01 3.0% CENTRELINE DATA X = 704879.970



| | DESIGNED | M.L. | | CHECKLO | I.C. | |
|---|-----------|----------|-----|-------------|------|--------|
| ECOM | DRAWN | M.T. | | CHECKED | R.S. | |
| | APPROVED | all | | | _ | |
| alia Pty Ltd. A.B.N. 20 093 846 925 | DATE | 23.06.15 | | RPEQ | 0718 | 5 |
| IX CONFIRMS THE DESIGN AND DRAFTING OF THIS PROJECT (ED IN ACCORDANCE WITH THE AECOM AUSTRALIA QUALITY STEM CERTIFIED TO AS/NZS ISO 9001-2000 | AECOM NUM | | - | 1639-A1-297 | | - |
| S POCKET LANDF | 11.1 | | | SHEET 22 | OF 2 | 29 |
| CELL 3 - DESIGN | 1 | | WOF | KS JOB No. | | |
| CLLL 3 - DESIGN | | | DRA | WING No. | | AMEND. |
| CROSS SECTIONS | | | | | | _ |
| SHEET 1 OF 2 | | | A | 1-2971 | 3 | D |
| | | | | | | |



| | DESIGNED | A.T. | | CHECKED | R.C. | |
|--|-----------|----------|------|-------------|------|--------|
| ECOM | DRAWN | M.T. | | CHECKED | R.S. | |
| | APPROVED | all a | | | | |
| ALE PTY LTG A.B.N. 20 093 846 925 IX CONFIRMS THE DESIGN AND DRAFTING OF THIS PROJECT | DATE | 23.06.15 | | RPEQ | 0718 | 5 |
| ED IN ACCORDANCE WITH THE AECOM AUSTRALIA QUALITY Tem certified to as/NZS ISO 9001-2000 | AECOM NUM | BER | 6032 | 1639-A1-297 | 14 | |
| S POCKET LANDF | | | | SHEET 23 | OF 2 | 29 |
| | | | WOF | RKS JOB No. | | |
| CELL 3 - DESIGN | | | DRA | WING No. | | AMEND. |
| CROSS SECTIONS | | | | (2) | | |
| SHEET 2 OF 2 | | | A | 1-2971 | 4 | D |

| | | שרעת | |
|---------|---------|---------|--|
| | 4.0% | | |
| 281.138 | 280.846 | 280,610 | |
| 280.601 | 280.628 | 280.610 | |
| -7.300 | 0.000 | 0.706 | |

| 3.8% | | h | |
|------|---------|---------|--|
| | | Ц | |
| | 279.855 | 279.752 | |
| | E97.972 | 279.752 | |
| | 0.000 | 50E | |

<u>102</u>



Execution

EXECUTED as an agreement.

| _ / / in the pre | | are of Authorised Officer |
|---|----------------|---|
| Signature of witness | Full Na | me of Authorised Officer |
| Name of witness (print) | A Office H | -leld |
| d by | | |
| d by ert] ABN [#insert] by its duly r on / / nce of: | in the | ure of Authorised Officer |
| ert] ABN [#insert] by its duly r on / / | in the Signatu | are of Authorised Officer me of Authorised Officer |