

REQUEST FOR TENDER

Gravel Push for QRA Road Rehabilitation Work

Contract No.: ESC2021-/006



This document forms part of the Far North Queensland Regional Organisation of Councils standard procurement suites produced in collaboration with Helix Legal.



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Part 1 – Preamble

Etheridge Shire Council are seeking the services of an experienced contractor to win gravel from the sites contained in their Department of Agriculture and Fisheries (DAF) Sales Permit 201609017. Winning the gravel from pits will include the supply of all plant, labor and materials to enable gravel to be ripped and pushed into stockpiles at the sites referred to in the sales permit.

The gravel will be utilized for the Queensland Reconstruction Authority (QRA) road rehabilitation works program that is likely to commence in the 3rd quarter of 2021. Council day labor are performing the road rehabilitation works on a 9/5 roster and the intent is for gravel to be stockpiled in the priority pits in advance of the day labour road gangs and the contract gravel carting crew. Council has employed SHEPHERD project management team to lead the delivery of the works.

The contractor selected to win the gravel shall be willing to work with SHEPHERD project managers and Council supervisors on an as need basis and perform all the required safety, environmental and quality control compliance necessary to win the gravel. Generally, the winning contractor will work autonomously within the sites before floating equipment to the next priority site. The site priority may change throughout the course to the road rehabilitation works.

Part 2 – Tender Information

Principal:	Etheridge Shire Council					
Project Name:	Gravel Push for QRA Road Rehabilitation Work					
Scope:	Winning gravel from pits will include the supply of all plant, labor and materials to enable gravel to be ripped and pushed into stockpiles at the sites referred to in the sales permit as described in more detail in Part 5 – Scope					
Site:	Various sites referred to in the sales permit and Part 5 - Scope.					
Proposed Timetable:	Action Proposed date				Proposed date	
	Tenders advertisement period starts				30/7/2021	
	Tenders ad	vertisement p	eriod ends			13/8/2021 at 2pm
	Tender Eva	luation				16/8/2021
	Tender Awa	ard				18/8/2021
Tender briefing or site inspection:	•	Time and Date	Place	Maximum attendees	Mandatory or optional	RSVP
Communication Method:	 On-line tender forum: Email: bfulloon@shepherdservices.com.au 					
Communication Closing Time:	Seven (7) calendar days prior to the Tender Closing Time as amended, if at all, pursuant to the conditions of tendering.					
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1. BACKGROUND

- 1.1 (**Invitation to tender**) The Principal invites tenders from suitably qualified contractors for the provision of the work, services and/or goods detailed in the Scope.
- 1.2 (**Proposed Timetable**) The Principal proposes to adopt the process and timing identified in the Proposed Timetable but may change these in accordance with paragraph 5.1(b).
- 1.3 (Acceptance of terms) By submitting a tender, the tenderer will be taken to have accepted and be bound by the conditions stated in these conditions of tendering.
- 1.4 (Interpretation) Unless otherwise separately defined in these conditions of tendering, capitalised terms used in these conditions of tendering have the meanings given in the Tender Information or in these conditions of tendering. References to time are to local time in Queensland.

2. COMMUNICATIONS

- 2.1 (**Communication Method**) Subject to clause 2.5, all communications by the Procurement Administrator to the tenderer or by the tenderer to the Procurement Administrator regarding this tender shall be conducted at first instance using the Communication Method. Where the Communication Method is email, the Procurement Administrator shall direct communications to the email address notified by the tenderer to the Procurement Administrator.
- 2.2 (**Tenderer's responsibility**) The tenderer must ensure that it is capable of receiving and does receive all communications to the tenderer in connection with the request for tender process.
- 2.3 (**Communication Closing Time**) The Principal will not respond to any communication received after the Communication Closing Time. In the event of technical difficulties only, the tenderer may contact the Procurement Administrator directly.
- 2.4 (**No reliance**) The tenderer must not rely on any information which is communicated by a means other than that described in paragraph 2.1 unless and until it is communicated in writing in accordance with paragraph 2.1.
- 2.5 (**Complaints**) Complaints in relation to this process should be directed to the Principal's Complaints Manager.

3. TENDER BRIEFING AND SITE INSPECTION

- 3.1 (**Tender briefing and site inspection**) The tenderer must attend any tender briefing and site inspection that is identified in the Tender Information as mandatory. The tenderer must confirm that it intends to attend a tender briefing or site inspection to the email address and by the time and date stated in the Tender Information.
- 3.2 (**No reliance**) The tenderer must not rely on any verbal statements made during a tender briefing or site inspection unless those statements are confirmed in writing by the Principal's representative.

4. LODGEMENT OF TENDER

- 4.1 (Method of lodgement) A tender must be lodged:
 - (a) if the Tender Box is a website, by uploading it to the Tender Box;
 - (b) if the Tender Box is an email address, by sending it as an attachment to an email to the Tender Box;
 - (c) if the Tender Box is a physical address, by delivering it to the Tender Box.

The Procurement Administrator may, on request by the tenderer, allow a tender to be lodged by an alternative method.

- 4.2 (**Time of Lodgement**) A document forming part of a tender shall be deemed to have been lodged:
 - (a) where the Tender Box is a website, at the time that the document is successfully uploaded to the Tender Box, as indicated on the electronic receipt issued to the tenderer;
 - (b) where the Tender Box is an email address, at the time that an email attaching the document is successfully delivered to the Tender Box, as indicated on the email system on which the Tender Box is hosted;
 - (c) where the Tender Box is a physical address, at the time that the document is physically received at the Tender Box; or
 - (d) where the tender is lodged by an alternative method allowed by the Procurement Administrator, when it is received by the Procurement Administrator by that method.
- 4.3 (**Tender opening**) Tenders will not be opened publicly and the tenderer will not be permitted to attend the opening of tenders.
- 4.4 (**Tender format**) A tender must be lodged in the Tender Format.
- 4.5 (**Tender Validity Period**) A tender must be valid for the Tender Validity Period.
- 4.6 (**Conforming tender**) A tender is a conforming tender if, in the opinion of the Principal, it:
 - (a) is substantially in the form of and contains substantially all information and documentation required by, the response schedules included in Part 6 Response Schedule;
 - (b) is substantially in accordance with the Tender Format;
 - (c) does not substantially exceed the Page Limit (if any); and
 - (d) contains no significant alternatives, qualifications or amendments to or departures from the Scope or the form of contract contained or referenced in Part 4 Contract ('the Contract').
- 4.7 (**Non-conforming tender**) A tender which does not comply with the requirements of paragraph 4.6 is a non-conforming tender ('Non-conforming Tender').
- 4.8 (Alternative tender) A tender which, in the opinion of the Principal contains significant alternatives, qualifications or amendments to or departures from the requirements of the Scope or the Contract but otherwise complies with paragraph 4.6 is an alternative tender ('Alternative Tender').
- 4.9 (Late tender) A tender which is not received in the Tender Box by the Tender Closing Time is a late tender ('Late Tender').

5. CONDUCT OF PROCESS

- 5.1 (General) The Principal:
 - (a) (conduct of process) may conduct the request for tender process in any manner which it sees fit, but will endeavour to do so in a manner which is consistent with this request for tender and the sound contracting principles in section 104 of the *Local Government Act 2009* (Qld) ('sound contracting principles'); and
 - (b) (**no representation or undertaking**) makes no representations and provides no undertakings other than to invite the submission of tenders.

- 5.2 (**Specific rights**) Without limiting clause 5.1, the Principal may do anything which it considers to be prudent or necessary for the proper conduct of the request for tender process at its absolute discretion, without reference to the tenderer and without providing reasons, including, without limitation:
 - (a) (alteration of request for tender documents) amend, add to or delete any part of this request for tender including:
 - (i) the procedures and timeframes provided in the request for tender;
 - (ii) the evaluation criteria (including weightings); and/or
 - (iii) any document issued by or on behalf of the Principal in connection with the request for tender, including the scope and the Contract;
 - (b) (suspension or termination) suspend or terminate the request for tender process;
 - (c) (attendances) request any one or more tenderers to attend a tender briefing, site inspection or other meeting or to make a presentation of their tender in person at the Principal's office at no cost to the Principal;
 - (d) (change or error in request for tender documents) request any one or more tenderers to change their tender to take account of a change in the scope or other document issued in connection with this request for tender or any error in such documents;
 - (e) (clarification or alteration) request any one or more tenderers to clarify or alter any aspect of the tenderer's tender;
 - (f) (additional information) request additional information from one or more tenderers relating to a tender, the request for tender process, the tenderer's compliance with the conditions of tendering or any other matter which the Principal considers relevant to its assessment (including information that should have been, but was not, included in the tenderer's tender);
 - (g) (investigations) undertake its own investigations, or engage third parties to do so on its behalf, in relation to any aspect of a tender or any other matter which it considers relevant to the conduct of the request for tender process;
 - (h) (**negotiation**) negotiate amendments to any aspect of a tender with any one or more tenderers and suspend or terminate such negotiations at any time.

6. **PRINCIPAL'S LIABILITY**

6.1 Neither the Principal nor any of its officers, employees, agents, contractors, consultants, agents, representatives (including elected representatives) or other persons for whom it is vicariously liable shall under any circumstances, whether in tort (including for negligence), contract (including for breach of an express or implied term), statute, equity or otherwise at law be liable to the tenderer for any special, indirect or consequential loss, damage, cost or expense in connection with this request for tender process (including, without limitation, loss of or loss of anticipated profit, income, opportunity or contract).

7. TENDERER'S WARRANTIES AND REPRESENTATIONS

- 7.1 By submitting a tender, the tenderer warrants and represents that:
 - (a) (**reliance**) the tenderer:
 - has received or obtained copies of all of the documents referred to in this request for tender;
 - (ii) has not relied on the accuracy, adequacy or completeness of any documents or information provided by or on behalf of the Principal in connection with this request for

tender in preparing its tender and has notified the Principal of any ambiguity, inconsistency, uncertainty, error or omission which it has discovered in or from any document supplied by or on behalf of the Principal in connection with the request for tender on which the tenderer intends to rely;

- (iii) has undertaken its own enquiries and investigations to satisfy itself of:
 - A. the nature and extent of the Scope, its contractual obligations and all other risks, contingencies and other circumstances which could have an impact on its ability to carry out and complete the obligations which it will have under the Contract if its tender is accepted for its tendered price; and
 - B. the suitability, appropriateness and adequacy of the Scope (including, in respect of contracts under which the successful tenderer is required to design works, any preliminary design included in the Scope) for the purposes stated in or to be reasonably inferred from the Scope;
- (b) (accuracy of tender) all information provided in or with the tender is accurate;
- (c) (ability) the tenderer and to the extent relevant to them, the tenderer's officers, employees, agents, subcontractors, consultants, representatives and other persons who will carry out an obligation of the tenderer under the Contract in the events that the tenderer's tender is accepted:
 - hold (and are compliant with all requirements of) all necessary competencies, licences, accreditations, certifications, permits, clearances and other authorisations which will be required for the tenderer to carry out the obligations which it will have under the Contract if its tender is accepted; and
 - (ii) have and will maintain the necessary experience, expertise and skill to perform the obligations it will have under the Contract if its tender is accepted, in accordance with the requirements of the Contract;
- (d) (**price**) the tendered price (along with any rates, sums and prices included in the tender) allows for:
 - all of the risks, contingencies and other circumstances which could have an effect on the tenderer's ability to carry out and complete the obligations which it will have under the Contract if its tender is accepted, except to the extent that the Contract expressly allows an adjustment;
 - (ii) the provision of all materials, plant, labour and other services necessary for the proper completion of the obligations it will have under the Contract if its tender is accepted, whether or not those items are expressly mentioned in the Contract; and
 - (iii) unless the Contract expressly allows an adjustment, rise and fall in costs;
- (e) (conduct of tenderer) neither the tenderer nor any of its officers, employees, agents, subcontractors, consultants, representatives or other persons for whom it is vicariously liable has:
 - (i) engaged in misleading or deceptive conduct in connection with the request for tender process;
 - (ii) engaged in any collusive tendering, anticompetitive conduct, or any other unlawful or unethical conduct with any other tenderer, or any other person in connection with the request for tender process;
 - attempted to improperly influence any of the Principal's officers, employees, agents, contractors, consultants or representatives (including elected representatives) or violated any applicable law regarding the offering of inducements in connection with the request for tender process;

- (iv) accepted or invited improper assistance of any current or former officer, employee, agent, contractor, consultant or representative (including an elected representative) of the Principal, in preparing the tenderer's tender;
- (v) used any information improperly obtained, or obtained in breach of any obligation of confidentiality in preparing the tender;
- (vi) breached any law in connection with the request for tender process; or
- (vii) engaged in any aggressive, threatening, abusive, offensive or other inappropriate behavior in connection with the request for tender process;
- (f) (Intellectual Property Rights) the exercise by the Principal of any right provided in these conditions of tendering will not infringe the Intellectual Property Rights of a third party in connection with the Tenderer's Tender;
- (g) (conflicts of interest) the tenderer has disclosed in its tender any conflict of interest (whether actual, potential or perceived) arising or which is likely to arise as a result of this request for tender process or the performance of the obligations which it will have under the Contract if its tender is accepted; and
- (h) (competitive neutrality) if the tenderer is required by law to comply with principles of competitive neutrality, the tenderer has properly considered, assessed and complied with the applicable competitive neutrality principles in relation to the Request for tender process and the acceptance by the Principal of the tenderer's tender will not breach those principles.

8. ASSESSMENT OF TENDER

- 8.1 (Criteria) The Evaluation Criteria will be considered but not necessarily exclusively in assessing tenders.
- 8.2 (**Considerations**) In assessing tenders, the Principal may consider any information which the Principal reasonably considers to be relevant to its assessment (however obtained), including:
 - (a) information contained in the tender, any amendment to or clarification of a tender or provided at a meeting with or presentation by the tenderer;
 - (b) information obtained from the tenderer's referees (if any);
 - (c) information obtained pursuant to clause 5.2(g);
 - (d) the tenderer's past performance under other contracts with the Principal or third parties; and
 - (e) the reasonably held subjective opinions of the persons appointed by the Principal to evaluate tenders or any advisor to such persons.
- 8.3 (**Uncertainties**) The Principal may ignore any part of a tender which is ambiguous, uncertain, unclear or illegible without seeking clarification from the tenderer and may assess the balance of the tender.
- 8.4 (**Right to exclude**) The Principal may, but shall not be obliged to, reject or exclude from assessment any tender including:
 - (a) a Non-conforming Tender, an Alternative Tender or a Late Tender;
 - (b) a tender, in respect of which the Principal reasonably believes that:
 - (i) the tenderer has failed to comply with these conditions of tendering or any request made by or on behalf of the Principal pursuant to them within the time required;

- (ii) the tenderer has breached a warranty given or representation made pursuant to these conditions of tendering or that a warranty or declaration given or representation made in the tenderer's tender was false or misleading any material respect;
- (iii) the tenderer cannot comply with the obligations which it will have under the Contract if its tender is successful for the tendered price;
- (c) a tender which fails to achieve a satisfactory score against any of the Evaluation Criteria, even if the overall score of the tender is satisfactory.
- 8.5 **(Local preference)** The Principal may accept a tender lodged by a Local Supplier in preference to comparable tenders from Non-Local Suppliers even if the tenders from the Non-Local Suppliers have been assessed as more favourable in terms of one or more criteria, so long as the overall differences are not substantial, and so long as it is clear that the Local Supplier can meet the Principal's requirements at an acceptably high standard which is generally comparable to that of the Non-Local Suppliers. In this clause:
 - (a) Local Supplier has the same meaning as in the Principal's published procurement policy or where the Principal does not publish such a policy, or the policy does not contain a definition of 'local supplier', means a supplier that:
 - (i) is beneficially owned and operated by persons who are residents or ratepayers of the local government area of the Principal has determined under the *Local Government Regulation 2012* (Qld); or
 - (ii) has its principal place of business within that local government area; or
 - (iii) otherwise has a place of business within that local government area that solely or primarily employs persons who are residents or ratepayers of that local government area; and
 - (b) Non Local Supplier means a supplier that is not a Local Supplier.

9. ACCEPTANCE OF TENDER

- 9.1 (**No obligation**) The Principal is not bound to accept the tender with the lowest price, or the tender with the highest score against the Evaluation Criteria, or any tender but will, if it accepts a tender, accept the tender which is most advantageous to the Principal having regard to the sound contracting principles, to the extent that they are applicable and relevant to the request for tender process.
- 9.2 (Form of acceptance) A tender will not be taken to be accepted, and no contract for the provision of any work, services and/or goods will exist, unless and until the successful tenderer receives written confirmation of the acceptance from the Principal.
- 9.3 (Form of Contract) If a tender is accepted, the tenderer will be required to enter into a contract with the Principal in the form contained in Part 4 Contract as amended, if at all, by agreement between the parties. The contract will not include any alternative terms, conditions or qualifications which the tenderer submits with a tender unless specifically and expressly accepted in writing by the Principal.
- 9.4 (**Unsuccessful tenderers**) Unsuccessful tenderers will be notified after a tender has been accepted. The Principal may provide feedback to unsuccessful tenderers if requested to do so, but such feedback, if given, may be general in nature and limited to the tenderer's tender only.

10. DOCUMENTS AND INFORMATION

- 10.1 (**Ownership of tender**) The tender will become the property of the Principal upon submission.
- 10.2 (Intellectual Property Rights) All rights of intellectual property, including copyright, in documents and information provided on behalf of a party in connection with this request for tender remain, as between the parties, with the party on whose behalf they were provided. The tenderer grants to the Principal irrevocable, perpetual, non-exclusive, royalty free licence to exercise the rights provided to it in clause 10.5 and the Principal grants the tenderer a revocable, non-exclusive, royalty free licence to exercise the rights provided to it in clause 10.5.
- 10.3 (Information Privacy Act) If the tenderer collects or has access to 'Personal Information' as that term is defined in the *Information Privacy Act 2009* (Qld) in connection with the request for tender process, the tenderer must comply with Parts 1 and 3 of Chapter 2 of that Act in as if the tenderer was the Principal.
- 10.4 (**Confidentiality**) Subject to clause 10.5, each party shall keep confidential the documents and information provided by the other party in connection with this request for tender which are of their nature confidential.
- 10.5 (**Use of documents and information**) Documents and information provided on behalf of a party to the other party in connection with this request for tender (including, if the tenderer's tender is accepted, information relating to the tenderer's price) may be used, copied, modified or disclosed as required by any law and otherwise:
 - (a) by the Principal, as the Principal considers to be reasonably necessary to properly conduct the request for tender process and/or to properly carry out its functions as a local government authority;
 - (b) by the tenderer, as is reasonably necessary to enable the tenderer to:
 - (i) prepare the tender;
 - (ii) obtain legal, accounting or other professional advice; or
 - (iii) comply with the tenderer's corporate governance requirements.
- 10.6 (Media) The tenderer must not, either on its own account or in conjunction with other parties, issue any publication, advertisement, document, article or information whether verbal or written, in connection with the request for tender process in any media without the prior approval of the Principal.

Part 4 – Contract



CONTRACT (MINOR WORKS)

Gravel Push for QRA Road Rehabilitation Work

Contract No: ESC2021-/006

FORMAL INSTRUMENT OF AGREEMENT

Parties

Etheridge Shire Council ABN 57 665 238 857 of Etheridge Shire Council in the State of Queensland

('the *Principal*)

ACN of , in the State of

('the Contractor')

Recitals:

- A. The *Contractor* has submitted an offer to carry out and complete the *WUC* and the *Principal* has accepted the *Contractor*'s offer.
- B. The parties wish to enter into this *Contract* to record the terms of their agreement.

The Parties Agree:

1. THE CONTRACT

- 1.1 The *Contract* shall comprise the following documents:
 - (a) This formal instrument of agreement;
 - (b) Annexure Part A to AS4906 2002 General Conditions of Contract;
 - (c) Annexure Part B to AS4906 2002 General Conditions of Contract;
 - (d) AS4906 2002 General Conditions of Contract (which form a part of this *Contract* notwithstanding that a copy is not physically incorporated into this *Contract*);
 - (e) Annexure Part C Scope of Works;
 - (f) Annexure Part D Price Schedule;
 - (g) Annexure Part E Other documents.
- 1.2 The *Contract* constitutes the entire, final and concluded agreement between the parties. It supersedes all prior representations, agreements, statements and understandings between the *Contractor* and the *Principal* (whether oral or in writing).
- 1.3 If there is any ambiguity, inconsistency, conflict or discrepancy between any of the documents listed in clause 1.1 of this formal instrument of agreement then the documents will take precedence in the order set out in clause 1.1 of this formal instrument of agreement, with the formal instrument of agreement being the highest in the order.
- 1.4 *Items* or words in Annexure Part A which have been struck through are deleted from Annexure Part A, and *Items* or words which are underlined have been added to Annexure Part A.

2. CONSIDERATION

- 2.1 In consideration of:
 - (a) the *Principal* agreeing to pay the *Contractor* in accordance with the provisions of the *Contract*, the *Contractor* will perform the *WUC* in accordance with the provisions of the *Contract* and will otherwise comply with its obligations under the *Contract* at its expense;
 - (b) the *Contractor* carrying out the *WUC* and complying with its obligations under the *Contract* at its expense, the *Principal* will pay the *Contractor* in accordance with the provisions of the *Contract* and will otherwise comply with its obligations under the *Contract*.

3. STANDARDS AUSTRALIA COPYRIGHTED MATERIAL

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- 3.2 A copy of AS4906-2002 General conditions of contract for design and construct and Annexures (as current at the *date of acceptance of tender*) forms part of this *Contract* notwithstanding that a copy is not physically included. A copy of the AS4906-2002 General conditions of contract for design and construct can be obtained by contacting Standards Australia via <u>copyright@standards.org.au</u>
- 3.3 In Annexure Part A, items or words which have been struck through are deleted from Annexure Part A and items or words which have been underlined have been added to Annexure Part A.

EXECUTED AS AN AGREEMENT

EXECUTION BY THE PRINCIPAL

SIGNED for and on behalf of Etheridge Shire Council in accordance with the Council's local laws and in the presence of:))			
Signature of witness)) C	hief Exec	utive Offi	cer
)) D	Date:	/	/
Name of witness (block letters))			
Date: / /				

EXECUTION BY THE CONTRACTOR (WHERE CONTRACTOR IS A CORPORATION)

SIGNED for and on behalf of the <i>Contractor</i> in accordance with its Constitution and Section 127 of the <i>Corporations Act 2001</i> in the presence of:)	
Signature of witness	Director
Name of witness (block letters)	Director/Secretary
Date: / /	Date: / /

EXECUTION BY CONTRACTOR (WHERE CONTRACTOR IS NOT A CORPORATION)

SIGNED for and on behalf of the <i>Contractor</i> by its authorised representative in the presence of:)	
) Signature of witness))	Signature
Name of witness (block letters)	Name of authorised representative
Date: / /	Date: / /

ANNEXURE to the Australia Standard General Conditions of Contract AS4906-2002

PART A

This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the *Contract*, is to be attached to the General Conditions of *Contract* and shall be read as part of the *Contract*.

ltem					
1	Principal		Etheridge Shire Council		
	(clau	use 1)	ABN	57 665 238 857	
			ACN		
2	Prin	cipal's address	PO Box 12, Georg	getown, Queensland, 4871	
3	Con	tractor			
	(clau	use 1)	ACN		
			ABN		
4	Con	tractor's address			
5	a)	Date for practical completion (clause 1)	16 th day of Decem	nber 2022	
	OR				
	b)	Period of time for <i>practical</i> completion	days* / weeks* aft	ter date of acceptance of tender	
		(clause 1)			
6	Cor	tractor's security			
	a)	Form	Retention moneys	s* / Bank guarantee*	
		(clause 3)	If neither deleted, rete	ntion moneys	
	b)	Amount or maximum percentage of <i>contract sum</i>	10% of the <i>contra</i> If nothing stated, 5% of		
		(clause 3)			
	c)	If retention moneys, percentage of each <i>progress</i> certificate (clause 3)	2.5%, until the lim If nothing stated, 10%	it in <i>Item</i> 6(b) until the limit in <i>Item</i> 6(b)	

Annexure Part A to AS4906 - 2002

	d) Time for provision (except for retention moneys)	Within 28 days after the <i>date of acceptance of tender</i> If nothing stated, within 28 days
	(clause 3)	
<u>6A</u>	<u>Portable long service</u> (subclause 7A.1)	The: Principal Contractor is to make payments and give notices under the Building and Construction Industry (Portable Long Service Leave) Act 1991 (Qld) If nothing selected the Contractor is to do so
7	Amount of limit of indemnity for damage to other property of the <i>Principal</i> (subclause 10.1(a))	\$ If nothing stated, the amount of the public liability insurance cover in <i>Item</i> 9
8	The amount of contract works insurance over (clause 11)	\$ If nothing stated, the <i>contract sum</i> plus 20%
9	The amount of public liability insurance cover in respect of any one occurrence shall not be less than	\$ If nothing stated, \$10,000 000
	(clause 12)	
<u>9A</u>	The amount of professional indemnity liability insurance cover in respect of any one occurrence shall not be less than (clause 2A.3)	<u>\$</u> <u>If nothing stated, \$1,000 000</u> <u>Note// Professional indemnity insurance is only required if a part of</u> <u>the Works</u> is to be designed by the <u>Contractor</u>
10	The time for giving possession of the <i>site</i> to the <i>Contractor</i> (Clause 17)	within 14 days after <i>date of acceptance of tender</i> if nothing stated, 14 days
<u>10A</u>	The time for giving access to the site to the Contractor	within days after date of acceptance of tender if nothing stated, 14 days
11	Liquidated damages (subclause 20.5)	
	a) Rate	\$1000 per day
	b) Limit	OR % of the contract sum If nothing stated, there is no limit
12	Delay Damages, rate	\$ per day
	(subclause 20.6)	If nothing stated, as reasonably assessed by the Principal
13	Defects liability period	13 weeks If no period stated, 26 weeks

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Annexure Part A to AS4906 - 2002

(clause 21)

- 14 Time for progress claims (subclause 23.1)
- 15 The rate of interest on overdue payments (subclause 23.4)
- 16 Arbitration

b)

(subclause 27.3)

a) The person to nominate an arbitrator

Rules for arbitration

on the 20th day of each month if no time stated, then on the last day of each month

3 % per annum If no rate stated, 18% per annum

- If no-one stated, the President of the Resolution Institute
- If nothing stated, Rules 5-18 of the Rules of The Institute of Arbitrators & Mediators Australia for the Conduct of Commercial Arbitrations

Annexure Part B to AS4906 - 2002

Part B

Annexure to the Australian Standard General Conditions of Contract AS4906 - 2002

Deletions, amendments and additions

The following changes have been made to AS4906-2002:

1 INTERPRETATION AND CONSTRUCTION OF CONTRACT

Insert a new definition of 'building contract':

'building contract has the same meaning as given to that term in section 67AAA of the Queensland Building and Construction Commission Act 1991 (Qld);'

Insert a new definition of 'business day':

'business day means:

- (a) when used in the definition of *response period*, has the same meaning as in the *security of payment legislation*;
- (b) otherwise, means a day that is not:
 - (i) a Saturday or Sunday; or
 - (ii) a public holiday, special holiday or bank holiday at the site.'

Delete paragraph (a) of the definition of 'date of practical completion' and replace with:

'(a) the date stated in a *certificate of practical completion* as the date on which *practical completion* was reached (which may be a date earlier than the date on which the *certificate of practical completion* is issued); or

Insert a new definition of 'Contractor's design documents':

Contractor's design documents means the drawings, specifications and other information, samples, models, patterns and the like required by the *Contract* to be created by the *Contractor* for the construction of *the Works*;'

Delete paragraph (b) of the definition of 'qualifying cause of delay' and replace with:

- '(b) inclement weather occurring on or before the date for practical completion;
- (c) any other cause which the *Contract* elsewhere states is a *qualifying cause* of *delay*;'

Annexure Part B to AS4906 - 2002

Insert a new definition of 'payment period':

'*payment period* means:

- (a) if the Contract is a building contract, 15 business days;
- (b) otherwise, 25 *business days*,

after the progress claim or final payment claim (as the case may be) is given to the *Principal;*

Insert a new definition of 'personnel':

'**personnel** includes the officers, employees, agents, representatives, consultants and contractors (including, in respect of the *Contractor*, its subcontractors), of a party and any other person or entity for whom that party is vicariously liable and in respect of the *Principal* does not include the *Contractor*,'

Insert a new definition of 'response period':

'**response period** for a progress claim or final payment claim (as the case may be) means 15 *business days* after the claim is given to the *Principal*;'

Insert a new definition of 'security of payment legislation':

'security of payment legislation means the Building Industry Fairness (Security of Payment) Act 2017 (Qld) and any associated subordinate legislation;'

Insert a new paragraph (e) at the end of clause 1 as follows (and make consequential drafting changes);

- '(e) a reference to a 'legislative requirement' includes
 - (i) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where *WUC* or the particular part thereof is being carried out;
 - (ii) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of *WUC*; and
 - (iii) fees and charges payable in connection with the foregoing.'

2A DESIGN WORK

Insert a new subclause 2A as follows:

'2A DESIGN WORK

- 2A.1 (**Application**) This clause 2A only applies where a part of *the Works* is to be designed by the *Contractor*.
- 2A.2 (**Primary obligation**) Where any part of *the Works*:
 - (b) has been designed by the *Contractor*, the *Contractor* must ensure, and warrants and represents, that such part of *the Works*

has been designed and will be constructed in accordance with the requirements of the *Contract*;

(c) is to be designed by the *Contractor*, the *Contractor* must design and construct this part of *the Works* in accordance with the requirements of the *Contract*,

so that this part of *the Works*, when completed, is fit for the purpose stated in or to be reasonably inferred from the *Contract*.

- 2A.3 (**Discrepancies**) Notwithstanding clause 5, the *Contractor* shall not be entitled to an adjustment of the *contract sum* for any inconsistency, ambiguity or discrepancy in any document prepared by or on behalf of the *Contractor* for the purpose of carrying out *WUC* or between such a document and any other document prepared for the purpose of carrying out *WUC*.
- 2A.4 (**Professional indemnity insurance**) In addition to the insurances required elsewhere in the *Contract*, the *Contractor* must before commencing *WUC*, effect and maintain professional indemnity insurance with levels of cover not less than stated in *Item* 9A. The *Contractor* shall ensure that every design consultant engaged by the *Contractor* in connection with *WUC*, effects and maintains professional indemnity insurance with equivalent levels of cover. The insurance shall be maintained by the *Contractor* and the *Contractor's* consultants until the final certificate is issued and thereafter for a period of 6 years.
- 2A.5 (Intellectual property rights in design) The Contractor warrants that the Contractor's design documents and any design, materials, documents and methods of working provided by the Contractor, shall not infringe any patent, registered design, trademark or name, copyright or other protected right and indemnifies the other *Principal* against such respective infringements. The Contractor grants to the *Principal* an irrevocable licence to use the Contractor's design documents for WUC and for the purpose of complying with the *Principal's* obligations and exercising the Principal's rights under the Contract. Such licence shall also include any subsequent repairs to, maintenance or servicing of (including the supply of replacement parts), or additions or alterations to, the Works and the copying of the documents for such purposes.'

4 SERVICE OF NOTICES

Insert a new subclause (b)(iv) as follows:

'(iv) the time shown on the sender's email server as the time at which an email containing the notice was successfully sent, unless the intended recipient proves that it was not at that time capable of being retrieved and read by the intended recipient at the intended recipient's email address.'

7A SPECIFIC LEGISLATION AND OTHER REQUIREMENTS

Insert new clause 7A as follows:

'7A SPECIFIC LEGISLATION AND OTHER REQUIREMENTS

- 7A.1 (**Portable Long Service Leave**) The party identified in *Item* 6A shall pay any levy payable and give any relevant notices pursuant to the *Building and Construction Industry (Portable Long Service Leave) Act 1991* (Qld) in relation to *WUC*.
- 7A.2 (Information Privacy) The Contractor must comply with Parts 1 and 3 of Chapter 2 of the Information Privacy Act 2009 (Qld) in relation to the discharge of its obligations under the Contract as if the Contractor was the Principal. Personal information collected by the Principal in connection with the Contract is collected for the purposes of enabling the Principal to properly discharge its functions as a local government authority in connection with the Contract and may be accessible by and disclosed to personnel engaged to assist the Principal in doing so. Personal information will otherwise be dealt in accordance with the Principal's privacy policy. The Principal is authorised to collect personal information in accordance with the Local Government Act 2009 (Qld), the Local Government Regulation 2012 (Qld) and related legislation.
- 7A.3 (Goods and Services Tax) If GST, as defined in the *A New Tax System* (Goods and Services Tax) Act 1999 (Cth), is imposed on any supply made pursuant to this *Contract*, the amount payable for the supply is to be increased by the amount of that GST. The party seeking payment must provide a tax invoice in the form required by the Act. If the payment is a progress payment to be made by the *Principal* to the *Contractor*, then the tax invoice shall be in the amount of the progress certificate issued pursuant to subclause 23.2.
- 7A.4 (Local Government) Nothing in the *Contract* shall be taken to fetter the power, rights or authority of the *Principal* as a local government authority under the *Local Government Act 2009* (Qld), the *Local Government Regulation 2012* (Qld) or any other legislative requirement.
- 7A.5 (**Compliance**) The *Contractor* must, and must ensure that to the extent relevant to them, its *personnel*, carry out *WUC* and perform the *Contractor*'s other obligations under the *Contract* consistently with:
 - (a) the *Contract*;
 - (b) applicable legislative requirements;
 - (c) applicable industry standards;
 - (d) the *Principal's* plans, policies, procedures, codes, standards and guidelines to the extent that these are made available by the *Principal* (whether to the public at large or to the *Contractor*);
 - (e) any other plans, policies, procedures, codes, standards and guidelines which are identified in the *Contract* or which are otherwise applicable to *WUC*.

The *Contractor* must use its best endeavors to identify and obtain copies of anything mentioned in this clause 7A.

7A.6 (Interpretation) In the event of any inconsistency, ambiguity, discrepancy or conflict in or between anything mentioned in subclauses 7A.1 to 7A.5, the *Contractor* must promptly notify the *Principal* who shall direct the *Contractor* as to the interpretation to be followed. In the absence of such a *direction*, the *Contractor* shall, at the *Contractor's* expense, adopt the interpretation which places the higher or more onerous obligation on the *Contractor*.'

11 INSURANCE OF THE WORKS

In the last paragraph delete 'be in the joint names of the parties' and insert 'note the *Principal* as an interested party' and insert ', consultants and' before the word 'subcontractors'.

12 PUBLIC LIABILITY INSURANCE

In subparagraph (b) of the second paragraph, insert ', consultants and all' before the word 'subcontractors'.

Delete subclause 12(a) and replace with:

'(a) be in the name of the *Contractor* with the *Principal* noted as an interested party;'

13 INSURANCE OF EMPLOYEES

In the last paragraph insert the words 'consultants and' before the word 'subcontractors'.

17 SITE

Insert the following new paragraph before the first paragraph of clause 17:

'If a part of *the Works* is to be designed by the *Contractor*, the *Principal* shall by the time stated in Annexure Part A, give the *Contractor* access to the *site* sufficient to enable the *Contractor* to commence and carry out the Contractor's design obligations in accordance with the *Contract.* The *Principal* shall notify the *Contractor* in writing of the date when access will be available.'

Delete the word 'Possession' in the second paragraph and replace it with 'Access to or possession'

18 DEFECTIVE WORK

Insert 'redesign' after the word 'replace' in subclause 18.2(c).

22 VARIATIONS

In the second paragraph of subclause 22.1, insert ', the *Contractor's design documents*' after the word '*WUC*'.

23 PAYMENT

In the first paragraph of subclause 23.2, delete 'within 14 days after receiving such a progress claim' and replace with 'before the end of the *response period*'.

In the second paragraph of subclause 23.3 delete 'Within 21 days after receipt by the *Principal* of such a progress claim' and replace with 'Before the end of the *payment period*'.

Annexure Part B to AS4906 - 2002

In the second paragraph of subclause 23.3, delete 'within 42 days after the expiry of the defects liability period' and replace with 'before the end of the *response period*'.

Delete the third paragraph of subclause 23.3 and replace with:

'If the final certificate shows that an amount is due to the *Contractor*, then the *Principal* shall pay the amount of the final certificate before the end of the *payment period*. Otherwise, the *Contractor* shall pay the *Principal* the amount of the final certificate within 15 *business days* after receiving the final certificate.'

25 DEFAULT OR INSOLVENCY

Insert a new sub-subparagraph in subclause 25.2(a) as follows:

(v) failing to perform properly the Contractor's design obligations under the Contract;

Insert the following at the end of subclause 25.5(b)(i):

'and the Contractor's design documents'

Insert a new paragraph at the end of subclause 25.10 as follows:

'If the *Principal* has terminated the *Contract*, the *Principal* may also, without payment of compensation, take possession of and use the *Contractor's design documents*.'

25A TERMINATION FOR CONVENIENCE

Insert new clause 25A as follows:

'25A Termination for Convenience

The *Principal* may at any time terminate this *Contract* by giving written notice to the *Contractor*.

If the Principal exercises its right under this clause 25A, then:

- (a) the *Contractor* must comply with all reasonable directions of the *Principal* in connection with the termination;
- (b) the *Principal* may complete the uncompleted part of the works itself or have it completed by others;
- (c) the *Principal* may, without payment of compensation to the *Contractor*, take possession of and use any documents (including the *Contractor's design documents*) and any goods which have become the property of the *Principal* and the *Principal* shall have a right of access to any premises at which those things are held in order to recover possession of those things;
- (d) the Contractor shall, subject to the Contract, be entitled to payment of:
 - (i) costs reasonably necessarily and not prematurely incurred by the *Contractor* up to the date of termination; and
 - (ii) an additional amount equal to 5% of the balance of the *contract sum* unpaid at the time of termination after deducting any amount payable under this clause 25A,

except that the total amount payable to the *Contractor* under the *Contract* shall not exceed the amount which would have been payable had the *Contract* not been terminated and the *Contractor* completed the work in accordance with the *Contract*.

The *Principal* shall not be liable upon any other claim in connection with the termination, including, without limitation a claim for loss of profit, income, opportunity or contract.'

27 DISPUTE RESOLUTION

In clause 27.2 delete 'or to agree on methods of doing so' and 'or methods' from the first paragraph.

Annexure Part C – Scope of Works

Annexure Part D – Price Schedule

Part 5 – Scope

[REMOVE THIS PAGE AND INSERT SCOPE HERE]

SCOPE OF WORK

Definitions

Word	Means
Contractor	A person or company supplying the gravel extractor service to Council and or Council representatives. "Site Operator" may be interchangeable with the word contractor in the Scope of Works.
Council	Etheridge Shire Council Staff or its nominated representatives.
Gravel Pit	Is a site that Council will be producing road making materials. This site may be private property, state reserve or council owned land. Council's will use mechanical forms of excavation, ripping, pushing and stockpiling to load-out gravels for the purpose of maintaining or constructing roads.
(Quarry)	In this document the term "Quarry" can have the same meaning as gravel pit and the terms are interchangeable.
QMP	Quarry Management Plan – Formal document that is Site-Specific to the Quarry/gravel pit. Utilised for Approvals and as an onsite document by the SSE, Supervisor and workers for recording/storing information, resources, procedure and forms.
Plant	Includes all machinery, equipment, appliances, pressure vessels, implements and tools. It also includes PPE and components of plant and fittings, connections, accessories or adjuncts to plant. Including fuel, oils and GET.
Pre-start	A safety checklist that is undertaken prior to first use of machinery for that day or shift.
Site	A place of work where quarrying and associated activities are carried out.
SiteSenior Executive (SSE)	The most senior officer employed by the owner/operator of a quarry who is located at or near the quarry and has the responsibility for the quarry. Includes persons who act in such a position.
SHMS (Safety and Health Management System)	The system implemented for the site to improve its safety and health performance. This acronym, SHMS, is the <i>Mining and Quarrying Safety and Health Act</i> 1999 terminology. Councils generally refer to their existing systems as "Workplace Health & Safety Management System" or WH&S - SMS. (refer below)
Supervisor	A worker at the quarry who is authorised by the Site Senior Executive to give directions to other workers. Includes persons who act in such a position.
WH&S - SMS	Safe Plan (refer above) uses this acronym as the name for its system. Workplace Health & Safety – SMS. The WH&S acronym is extensively used in the naming of policy, procedure and forms throughout the WH&S – SMS (system)

Inductions: all personnel shall have completed a ESC inductions –suppling current RII relevant plant tickets

GRAVEL PIT OPERATION

1.0 Pre-Mobilisation & Prestart Meeting Onsite – HOLD POINT

Contractor is to provide their Health and Safety Management System to Council and or representative for the operation within the sites.

Contractor is to provide a Quarry Management Plan per site using supplied template (Appendix XX). The template consists of a document to describes each pit, the meets and bounds of each pit, the general quarry day-to-day work (strip, rip, push, rehab), basic environmental controls, basic safety references, a plan or map of the operational layout of each pit and rehabilitation of each site upon completion of gravel carting operations.

An onsite prestart meeting shall occur between the contractor and council to approve the QMP and confirm the operations at each site. No physical work shall commence prior to the onsite meeting.

1.1 General Quarry Operations

The pits are where gravel materials are extracted and processed for the maintenance of local roads in the locality. The approximate cubic meters of gravel material extracted will be 3300 annually per site, however, this quantity may vary depending on works programming, budget constraints and emergency works due to adverse weather events. The contractor shall provide all labour, plant, materials, consumables and plans to extract the gravel into stockpiles.

Day-to-day activities on the sites include:

- Site meeting hold points
- Clearing, grubbing and top soil stripping
- Material stockpiling Use of D6 to D8 or equivalent ONLY
- Construction of internal haul road and access to site entrance roughed in by dozer
- Fences/gates to be maintained as found on entry
- Site rehabilitation at completion of gravel export.

The sub-sections below provide detailed descriptions of management processes for each. Additionally, details are provided for hours of operation and power supply, telecommunications, water supply, sewerage and waste disposal practices.

The contractor shall provide all labour, plant, materials, consumables, fuels, oils, GET and plans to extract the gravel into stockpiles.

1.1.1 Site Boundary Survey & Signage

Prior to mobilisation to a site the endorsed area boundary is to be pegged by a surveyor or checked by Council representative utilising the coordinates provided by DAF. These pegs shall define the waypoints of the endorsed area and line pegs will generally be necessary as well to ensure any extraction work at the site is confined to the endorsed area. Generally, star pickets with marker tape will be installed by the surveyor and periodically checked by council staff with handheld GPS.

At the time of survey, permanent signage is to be installed at each site entry gate by way of identifying the endorsed pit and to advertise the access requirements. This signage shall be maintained to a good quality and renewed as required.

1.1.2 Clearing and Vegetation Management

Forest Products (DAF) shall be notified at least 14 days prior to any clearing of vegetation to enable an assessment and harvesting of commercial timber. The quarry operator shall minimise the disturbance

to site vegetation as practically as able under the guidance of the vegetation assessment or environmental authority (EA) conditions. Prior to any extraction, topsoils will be stripped and stockpiled for later rehabilitation.

Control Measures

- Vegetation will only be cleared on a face in advance of the operations to allow for a stage of gravel extraction.
- The cleared vegetation will be stockpiled onto the existing exhausted extraction areas and left in-place. These sites have limited large trees and generally only light scrub is left in piles to decompose for future spreading over rehabilitated areas.
- Generally, there is limited topsoil on each of these sites but when encountered topsoil will be stockpiled onto the existing exhausted extraction areas and spread over disturbed areas prior to demobilisation of a site.
- Generally, there is no overburden encountered on each of these sites.
- Disturbance of the sites beyond boundaries is not permitted.
- Herbicide spraying operations to be undertaken as detailed in section 2.6.

1.1.3 Material Extraction

Testing of materials shall typically be undertaken prior to undertaking extraction works at a site, to ensure material is suitable for the intended purpose. Additional testing may be carried out on stockpiled and/or placed material depending on purpose and lot sizes. Collecting samples of material shall be undertaken by Council staff or an approved Contractor appointed by Council.

Material shall be extracted through use of a dozer (Minimum use of D6 to D8 or equivalent ONLY) to position material into stockpiles. The sites shall not have permanent plant.

Cut faces shall be regularly monitored for stability with benching and battering of faces completed to mitigate risk of uncontrolled slips or slumps. When work activities for the winning of material are completed, all cut faces shall be battered back at a minimum of 1 in 1 for rocky, weathered material, or a minimum of 1 in 3 for gravelly, loose material.

1.1.4 Material Stockpiling

Stockpile management shall be undertaken through limiting their height to a maximum of 3 m. Stockpile batters shall be a maximum of 3 in 1. Stockpiles shall be positioned to ensure safe operation of plant around the sites and sightlines shall always be maintained for a site's entry and exit point. Stockpiles will be regularly battered during placement and removal of material to mitigate risk of vertical or unstable faces on stockpiles.

Stockpiling shall be limited to quantities of material required for upcoming-programmed works. Where multiple stockpiles are required, a 2 meters minimum gap between bases of each stockpile shall be maintained. Stockpiles shall be located well clear of any bunding or temporary facilities required for general site operations and environmental management. Consideration shall be given to vehicle and pedestrian movements and the interaction of both when selecting stockpile locations. Stockpiles shall not generally be in areas that may be subject to inundation either during operations or for longer-term storage.

Where road works projects have been completed and surplus material remains on a site, the surplus material shall be stockpiled for future use. Surplus material stockpiles shall be pushed up in neat rows adjacent to permanent access roads and pads to provide easy access to stockpiles for future road works. Floors of stockpile sites to be clean and level for ease of access for transportation and access.

Where finished surface contours limit opportunities for drainage in major storm events, stockpiles of surplus material shall be relocated to 'high ground', to allow unhindered access to this material for emergency repairs to Etheridge Shire Council roads after high rainfall events.

Any stockpiles of surplus material and open cut faces shall be audited by Etheridge Shire Council staff for compliance prior to the demobilisation of plant and equipment from the sites. Rectification works on

stockpiles of surplus material shall be the responsibility of the site operator until approval is given to demobilise from the site.

Stock pile quantity measurement to be held with ESC representative and agreed measure by site operator and ESC, Quantity to be recorded on QMP supplied DAF reporting notice.

1.1.5 Internal Haul Roads

Haul roads within a site shall be prepared and maintained by ESC to provide for the safe operation of plant and pedestrian movements, both within the site and during entry to and exit from the site. Where insitu material and/or gradients are unsuitable for operational requirements within the sites, gravel sheeting shall be undertaken to meet the required standards. Consideration shall be given to pedestrian movements around temporary facilities, such as ablutions, storage units, crushing or screening plant, to mitigate risk of slip, trip or other workplace hazards.

All internal haul roads and operation areas shall be unsealed. Dust will be controlled by water trucks as required. Construction and maintenance standards for roads and pads within the quarry area shall be in accordance with Etheridge Shire Council unsealed road practices.

Haul roads and pads shall remain after specific project operations have been completed and shall have adequate and approved drainage channels, check dams, and other erosion and sediment controls in place prior to the site operator demobilising from sites. Haul roads and pads not required for future use shall be rehabilitated as outlined in section 3 of this plan.

Maximum target gradients shall be 1 in 10. The maximum gradient for shorter-term access to benches shall be 1 in 8.

Signage - Readily visible and clear signage shall be provided on the through road to indicate access to the pit.

During times of operation, the site shall be a construction site with appropriate traffic guidance schemes and associated temporary signage installed for the through road traffic management on the adjacent road. This shall be designated in a project management plan or a traffic management plan developed at pre-start prior to commencement of extraction as part of the Site Risk Assessment undertaken to comply with the requirements of the Mine and Quarrying Safety and Health Act 1999

1.1.6 Hours of Operation

Normal hours of operation shall be within daylight hours, which are:

6:00 am to 6:00 pm Monday to Friday

However, Gravel operation work hrs are optional with approval and notification to ESC representative 72 hrs prior notice to commencement of works.

The ESC representative shall liaise regularly with local residents and property owners regarding timetables for operational works at the sites.

There shall be no operation of the sites on Easter Friday, Easter Monday, Anzac Day or Christmas Day.

1.1.7 Power Supply

The sites do not have a permanent power supply.

Power shall be supplied onsite using mobile diesel generators if required. A generator shall be transported onto the site only when it will be operational.

1.1.8 Telecommunications

The sites do not have landline and may not have mobile phone coverage.

Satellite phone or radio communications may be the only connection service. The site operator shall ensure a working satellite phone is always onsite during quarry operations.

Initialled by Tenderer: _____ Date: / /

1.1.9 Reticulated Water

Reticulated water is not available at the sites.

All water required on a site (both potable and non-potable) shall be brought onto the site, either using a water truck or portable water containers carried on vehicles or trailers.

Bunded areas and/or localised drainage sumps utilised for collection and control of stormwater runoff from the sites may be utilised as a non-potable water source. Volumes of controlled stormwater runoff available on sites shall be determined prior to mobilising to the site to ensure appropriate provision is made for imported water to complete of the required work activities on the site.

Consideration shall also be given to potential for the use of onsite water for the nearby roadworks construction activities. The site operator shall liaise with road works co-ordinators regarding the use of onsite water prior to mobilising to sites.

1.1.10 Sewerage

Sewerage services are not available at the sites. Portable ablution facilities shall be made available to all staff during operations at each site. Ablutions facilities at each site shall be self-contained and removed on completion of operations at the site.

1.1.11 Waste Disposal

Waste collection services are not available at the sites. Waste generating activities are generally not conducted on the sites.

All waste produced on-site shall be collected in appropriate receptacles, multiple receptacles shall be provided for waste products requiring differing disposal sites or processes. The site operator shall dispose of waste off-site at approved waste disposal facilities for the types of waste collected. Food and other scraps etc brought to site by workers shall be stored in a suitable waste container (e.g. 240L mobile garbage container) and removed at least weekly. Removal and disposal of other waste shall as a minimum occur at each break in operations and the final demobilisation.

All waste receptacles shall be made secure from access by vermin or other fauna, or dislodgement / overturning from high winds or construction activities at the sites.

All waste receptacles shall be removed from the site when work operations are completed at the sites.

No on-site disposal of waste shall be permitted.

1.1.12 Reporting of Materials Extracted – HOLD POINT

Etheridge Shire Council representatives will perform a measure-up prior to demobilisation of the site to confirm with the site operator the quantity of gravel that has been pushed into stockpiles. This will be a loose quantity in cubic meters (m3) that the contractor will be paid as per the schedule of rates.

This quantity will be checked against material tally sheets from cartage operations at which time the DAF periodic declaration is completed and issued to Forestry Products as outlined in the sales permit. These declarations report the material extracted in cubic meters per site and report sites for zero extractions.

The contractor is not to stockpile any more than 3500m3 at each site, or as instructed by council, so they do not breach the tonnage limits at a site.

Stock pile quantity measurement to be held with ESC representative and agreed measure by site operator and ESC, Quantity to be recorded on QMP supplied DAF reporting notice.

1.2 Materials Handling, Storage and Disposal

1.2.1 Fuels, Oils and Grease

All fuels, oils and grease required shall be brought onto the sites on an 'as needed' basis only. Only small quantities of oil and grease products shall be stored on the sites for emergency maintenance operations. Only products required for the specific plant on each site may be stored on the sites.

Secure and bunded fuel pods shall be utilised on the sites for running of plant, generators and other machinery required to complete operations. Fuel pods shall be removed from the sites once plant-related activities cease.

Major scheduled plant maintenance activities shall not be undertaken within the sites. In the event of a major breakdown of plant while on a site, consideration shall be given to removal of the plant from the site to complete repairs. Where plant cannot be removed, the site operator shall provide an environmental management plan to Etheridge Shire Council for approval prior to commencing maintenance works.

All storage areas for larger fuel pods shall have bunding 1.5 times the volume of the fuel pods that will be stored. Temporary storage areas for small quantities of fuels, oils or grease shall be secured, and shaded or cooled, in accordance with manufacturers' recommendations. Any temporary structures required for storage of fuels, oil or grease shall be removed from sites when work operations are completed at the sites.

1.2.2 Wastes

Waste oils, greases and fuels from machinery servicing, together with other chemical wastes, shall be collected and securely stored on sites (within a bunded area) prior to disposal off-site at a disposal facility licensed to accept that type of waste. Storage of waste products from servicing operations shall be permitted for short periods only; these materials shall be removed from the sites by crews completing servicing works, or at each break in operations or final demobilisation from the sites.

1.2.3 Chemicals

Chemical storage on-site during times that the sites are not operational shall not be permitted.

During times of gravel extraction, small quantities of chemicals required for specific work activities at the sites may be stored on-site. These small quantities shall be stored within a bunded area, or in a collection container (bunded) within the back of an appropriate vehicle or trailer. Chemicals shall be permitted on the site only while the works are being undertaken and these shall be removed when operations requiring their use are completed.

Temporary storage areas for chemicals shall be secured, and shaded or cooled, in accordance with chemical manufacturers' recommendations. Any temporary structures required for storage of chemicals shall be removed from the sites when work operations are completed at the sites.

Safety data sheets (SDS) for those chemicals stored (and used on the site) shall be kept on each site within the chemical storage facility.

SDS to be submitted with tender documents

1.2.4 Spill Kits

All plant to have spill kits within reach of an event occurring.

Spill kits to inspected at prestarts for each site

SITE ENVIRONMENTAL MANAGEMENT

2.1 Goals

The goals to be achieved by Etheridge Shire Council as the outcome to adopting and implementing this Scope of work shall:

- Ensure that all Etheridge Shire Council staff and Contactors oversee the implementation of the site operations in a manner which ensures compliant and responsible management of each site.
- Identify and implement practices for the most efficient use of natural resources taking due regard of environmental issues and to provide for sustainable sequential land use at each site.
- Develop, implement and progressively improve work practices and procedures to protect the environment at and surrounding each site.
- Embed the process of continual improvement to progressively improve quarry operational practices to reflect changing legislation, new technology and scientific advances, as well as learnings from environmental incidents and increased knowledge of site issues.
- Ensure contractors are aware of all environmental responsibilities before and during site operations by attending and participating in their pre-start meeting, regularly monitoring their activities and advising, requesting and ensuring completion of corrective actions for any noncompliances identified.

2.2 Environmental Management Strategy

The contractor shall manage the sites in compliance with this scope of works and their QMP.

2.3 Environmental Management Measures

Immediately prior to and during operation of each site, the following environmental management measures shall be implemented:

- Erosion and sediment control devices that are suitable for the pit layouts shall be installed, maintained and shown in a QMP. These devices shall be inspected prior to and immediately following a rainfall event as part of the on-site operations to ensure functionality. Climate conditions will be monitored daily to inform timing for inspections. These devices shall be upgraded should the inspections indicated that corrective actions are warranted.
- Runoff water around disturbed working areas on the sites shall be directed into a retention dam or sump within the site as shown in pit layouts in a QMP, to limit the amount of sediment exiting the site during normal average (non-flood) rainfall periods.

2.4 Rehabilitation Management Measures

Areas within the sites that are no longer required for use by operations at the site shall be rehabilitated prior to opening up a new area. Rehabilitation shall as a minimum include:

- Ripping of haul road areas to de-compact the soil structure and encourage any existing seedbank within the soil to germinate.
- Flattening of any batters to limit concentration of stormwater flows and eliminate potential for erosion from concentrated run-off.
- Replacement of any fencing at the existing access point (and in some circumstances, corresponding signage), to ensure limited access in the future to plant.
- Rehabilitation areas shall match existing contours and flow paths in accordance with standard engineering practice. Grades and batters shall be flat and broad to mitigate risk of future scour and erosion.
- Materials extracted from the quarry and deemed unsuitable for road construction purposes, such as overburden or soft, silty or sandy material, shall be stockpiled separately for use in rehabilitation works.

2.5 Cultural Heritage Management

Aboriginal Cultural Heritage Act 2003 and the Torres Strait Islander Cultural Heritage Act 2003 provides for effective recognition, protection and conservation of Aboriginal, Torres Strait and Islander cultural heritage. The Act states that a person who carries out an activity must take all reasonable and practicable measures to avoid or minimize harm to Aboriginal, Torres Strait and Islander cultural heritage.

Sites, places and landscapes of cultural heritage significance are an important resource to all members of the community. They consist of both: -

- Indigenous sites, places and landscapes; and
- Sites, places and landscapes of significance to the shared history of the community.

Anyone associated with the works undertaken on the site, must be aware of their obligation to always look out for cultural heritage material, so it can be protected and managed. The Contractor/s are to be aware of their obligations under the Aboriginal Cultural Heritage Act 2003 and the Torres Strait and Islander Cultural Heritage Act 2003.

If any site personnel find an item believed to be cultural heritage material (e.g. artefact), then they are to 'Stop-Work' in that specific area, and immediately inform the Manager of Operations.

Should there be changes to the processes, practices and procedures requiring works to be undertaken outside of the current Cultural Heritage clearance area, this shall be a trigger for the CH clearance to be redone with the appropriate traditional owner group. The amended CH clearance form shall be attached to this updated Plan prior to undertaking any additional works.

Ordering of Cultural Heritage inspections is the responsibility of the Etheridge Shire Council.

2.6 Pest and Weed Management Measures

Where pest and weed species are observed on the sites, the site operator shall notify the Etheridge Shire Council Land Protection staff and management shall be undertaken in compliance with the Biosecurity Act 2016 and the Queensland Department of Agriculture and Fisheries (DAF). This shall as a minimum include the following:

- Treatment of prohibited and restricted weed species in accordance with DAF fact sheet treatment methods
- Removal or treatment of potential pest animal breeding areas within each site in accordance with DAF fact sheet methods.
- One (1) site inspection upon site mobilisation.

General management of pests and weeds at the site shall be the responsibility of Etheridge Shire Council. Site operators shall comply with all directions from Etheridge Shire Council staff regarding pest and weed management.

2.7 Site Demobilisation – HOLD POINT

Upon conclusion of work activities at each site, all cut faces shall be battered back at a minimum of 1 in 1 for rocky, weathered material, or a minimum of 1 in 3 for gravelly, loose material.

All areas to reconstructed to self draining, with scour protection placed if required - site specific as directed by ESC representative.

Spillways shall be constructed on bunding arrangements to manage any potential overtopping and scour of the bunded area in storm rainfall events.

Any stockpiles of surplus material, open cut faces and/or rehabilitated areas shall be inspected by Etheridge Shire Council staff for compliance with the requirements of the QMP prior to the demobilisation of plant and equipment from the site. Rectification works on stockpiles of surplus material shall be the responsibility of the site operator until approval given to demobilise from each site.

The site operator shall notify the Etheridge Shire Council Operations Manager of timetable for completion of works at the sites. Demobilisation from the site shall not occur until inspection and approval to demobilise is given in writing by Etheridge Shire Council staff.

Stockpile quantity measurement to be held with ESC representative and agreed measure by site operator and ESC, Quantity to be recorded on QMP supplied DAF reporting notice.

GRAVEL PIT EXTRACTION PROPOSED PRIORITY PLAN

Council requires 5000 tonnes of gravel to be pushed up at these sites, in this order at this stage.

Priority is subject to change. Quantity is subject to change. Not all pits may be utilised.

Endorsed Quarry Area	Quarry Name	Road_Name	Precinct	Priority	Annual Amount allowed (tonnes loose)
QETHEL059	Beverley Hills 01	Beverley Hills Road	Zone 4	1	5000
QETHEL061	Beverley Hills 02	Beverley Hills Road	Zone 4	2	5000
QETHEL062	Beverley Hills 03	Beverley Hills Road	Zone 4	3	5000
QETHEL063	Beverley Hills 04	Beverley Hills Road	Zone 4	4	5000
QETHEL098	Ellendale 01	Ellendale Road	Zone 4	5	5000
QETHEL109	Gilberton 010	Gilberton Road	Zone 4	6	5000
QETHEL110	Gilberton 011	Gilberton Road	Zone 4	7	5000
QETHEL111	Gilberton 012	Gilberton Road	Zone 4	8	5000
QETHEL191	Oak Park 001	Oak Park Road	Zone 4	9	5000
QETHEL192	Oak Park 002	Oak Park Road	Zone 4	10	5000
QETHEL193	Oak Park 006	Oak Park Road	Zone 4	11	5000
QETHEL194	Oak Park 007	Oak Park Road	Zone 4	12	5000
QETHEL195	Oak Park 008	Oak Park Road	Zone 4	13	5000
QETHEL196	Oak Park 009-010	Oak Park Road	Zone 4	14	5000
QETHEL197	Oak Park 011	Oak Park Road	Zone 4	15	5000
QETHEL198	Oak Park 012-013	Oak Park Road	Zone 4	16	5000
QETHEL199	Oak Park 014	Oak Park Road	Zone 4	17	5000
QETHEL200	Oak Park 015	Oak Park Road	Zone 4	18	5000
QETHEL204	Oak Park Race Course 001	Oak Park Race Course Access Road	Zone 4	19	5000
QETHEL070	Copperfield Dam 001	Copperfield Dam Road	Zone 4	20	5000
QETHEL071	Copperfield Dam 007	Copperfield Dam Road	Zone 4	21	5000

QETHEL072	Copperfield Dam 008	Copperfield Dam Road	Zone 4	22	5000
QETHEL205	Oakleigh 003	Oakleigh Road	Zone 4	23	5000
QETHEL206	Oakleigh 005	Oakleigh Road	Zone 4	24	5000
QETHEL207	Oakleigh 006	Oakleigh Road	Zone 4	25	5000
QETHEL208	Oakleigh 007	Oakleigh Road	Zone 4	26	5000
QETHEL209	Oakleigh 008	Oakleigh Road	Zone 4	27	5000
QETHEL289	Torrlinger 014	Torrlinger Road	Zone 1		
QETHEL279	Torrlinger 004	Torrlinger Road	Zone 1		
QETHEL278	Torrlinger 003	Torrlinger Road	Zone 1		
QETHEL148	Kellys 001	Kellys Road	Zone 1		
QETHEL237	Paddy's 016	Paddy's Road	Zone 1		
QETHEL150	Kutchera 002	Kutchera Road	Zone 1		
QETHEL240	Paddy's 019	Paddy's Road	Zone 1		
QETHEL149	Kutchera 001	Kutchera Road	Zone 1		
QETHEL066	Carnes 002	Carnes Road	Zone 1		
QETHEL069	Chadshunt 001	Chadshunt Road	Zone 1		
QETHEL128	Green Hills 011	Green Hills Road	Zone 1		
QETHEL169	Lake Carlo 003	Lake Carlo Road	Zone 1		
QETHEL170	Lake Carlo 004	Lake Carlo Road	Zone 1		
QETHEL121	Green Hills 004	Green Hills Road	Zone 1		
QETHEL238	Paddy's 017	Paddy's Road	Zone 1		
QETHEL234	Paddy's 013	Carnes Road	Zone 1		
QETHEL119	Green Hills 002	Green Hills Road	Zone 1		
QETHEL162	Kutchera 014	Kutchera Road	Zone 1		
QETHEL271	Strathmore 006	Strathmore Road	Zone 1		
QETHEL274	Strathmore 009	Strathmore Road	Zone 1		
QETHEL223	Paddy's 002	Paddy's Road	Zone 1		

QETHEL242	Paddy's 021	Paddy's Road	Zone 1	
QETHEL124	Green Hills 007	Green Hills Road	Zone 1	
QETHEL068	Carnes 004	Carnes Road	Zone 1	
QETHEL243	Paddy's 022	Paddy's Road	Zone 1	
QETHEL126	Green Hills 009	Green Hills Road	Zone 1	
QETHEL067	Carnes 003	Carnes Road	Zone 1	
QETHEL065	Carnes 001	Carnes Road	Zone 1	
QETHEL156	Kutchera 008	Kutchera Road	Zone 1	
QETHEL159	Kutchera 011	Kutchera Road	Zone 1	
QETHEL290	Torrlinger 015	Torrlinger Road	Zone 1	
QETHEL151	Kutchera 003	Kutchera Road	Zone 1	
QETHEL239	Paddy's 018	Paddy's Road	Zone 1	
QETHEL153	Kutchera 005	Kutchera Road	Zone 1	
QETHEL241	Paddy's 020	Paddy's Road	Zone 1	
QETHEL233	Paddy's 012	Paddy's Road	Zone 1	
QETHEL123	Green Hills 006	Green Hills Road	Zone 1	
QETHEL269	Strathmore 004	Strathmore Road	Zone 1	
QETHEL168	Lake Carlo 002	Lake Carlo Road	Zone 1	
QETHEL173	Lake Carlo 007	Lake Carlo Road	Zone 1	
QETHEL236	Paddy's 015	Paddy's Road	Zone 1	
QETHEL125	Green Hills 008	Green Hills Road	Zone 1	
QETHEL235	Paddy's 014	Paddy's Road	Zone 1	
QETHEL166	Kutchera 018	Kutchera Road	Zone 1	
QETHEL272	Strathmore 007	Strathmore Road	Zone 1	
QETHEL275	Strathmore 010	Strathmore Road	Zone 1	
QETHEL268	Strathmore 003	Strathmore Road	Zone 1	
QETHEL273	Strathmore 008	Strathmore Road	Zone 1	
QETHEL228	Paddy's 007	Paddy's Road	Zone 1	

QETHEL229	Paddy's 008	Paddy's Road	Zone 1]
QETHEL230	Paddy's 009	Paddy's Road	Zone 1	
QETHEL231	Paddy's 010	Paddy's Road	Zone 1	
QETHEL232	Paddy's 011	Paddy's Road	Zone 1	
QETHEL266	Strathmore 001	Strathmore Road	Zone 1	
QETHEL267	Strathmore 002	Strathmore Road	Zone 1	
QETHEL276	Torrlinger 001	Torrlinger Road	Zone 1	
QETHEL277	Torrlinger 002	Torrlinger Road	Zone 1	
QETHEL224	Paddy's 003	Paddy's Road	Zone 1	
QETHEL225	Paddy's 004	Paddy's Road	Zone 1	
QETHEL226	Paddy's 005	Paddy's Road	Zone 1	
QETHEL227	Paddy's 006	Paddy's Road	Zone 1	
QETHEL280	Torrlinger 005	Torrlinger Road	Zone 1	
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QETHEL282	Torrlinger 007	Torrlinger Road	Zone 1	
QETHEL120	Green Hills 003	Green Hills Road	Zone 1	
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QETHEL163	Kutchera 015	Kutchera Road	Zone 1	
QETHEL129	Green Hills 012	Green Hills Road	Zone 1	
QETHEL172	Lake Carlo 006	Lake Carlo Road	Zone 1	
QETHEL270	Strathmore 005	Strathmore Road	Zone 1	
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QETHEL118	Green Hills 001	Green Hills Road	Zone 1
QETHEL122	Green Hills 005	Green Hills Road	Zone 1
QETHEL171	Lake Carlo 005	Lake Carlo Road	Zone 1
QETHEL167	Lake Carlo 001	Lake Carlo Road	Zone 1
QETHEL174	Lake Carlo 008	Lake Carlo Road	Zone 1
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QETHEL161	Kutchera 013	Kutchera Road	Zone 1
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QETHEL175	Mistletoe 001	Gulf Development Road 92C	Zone 2

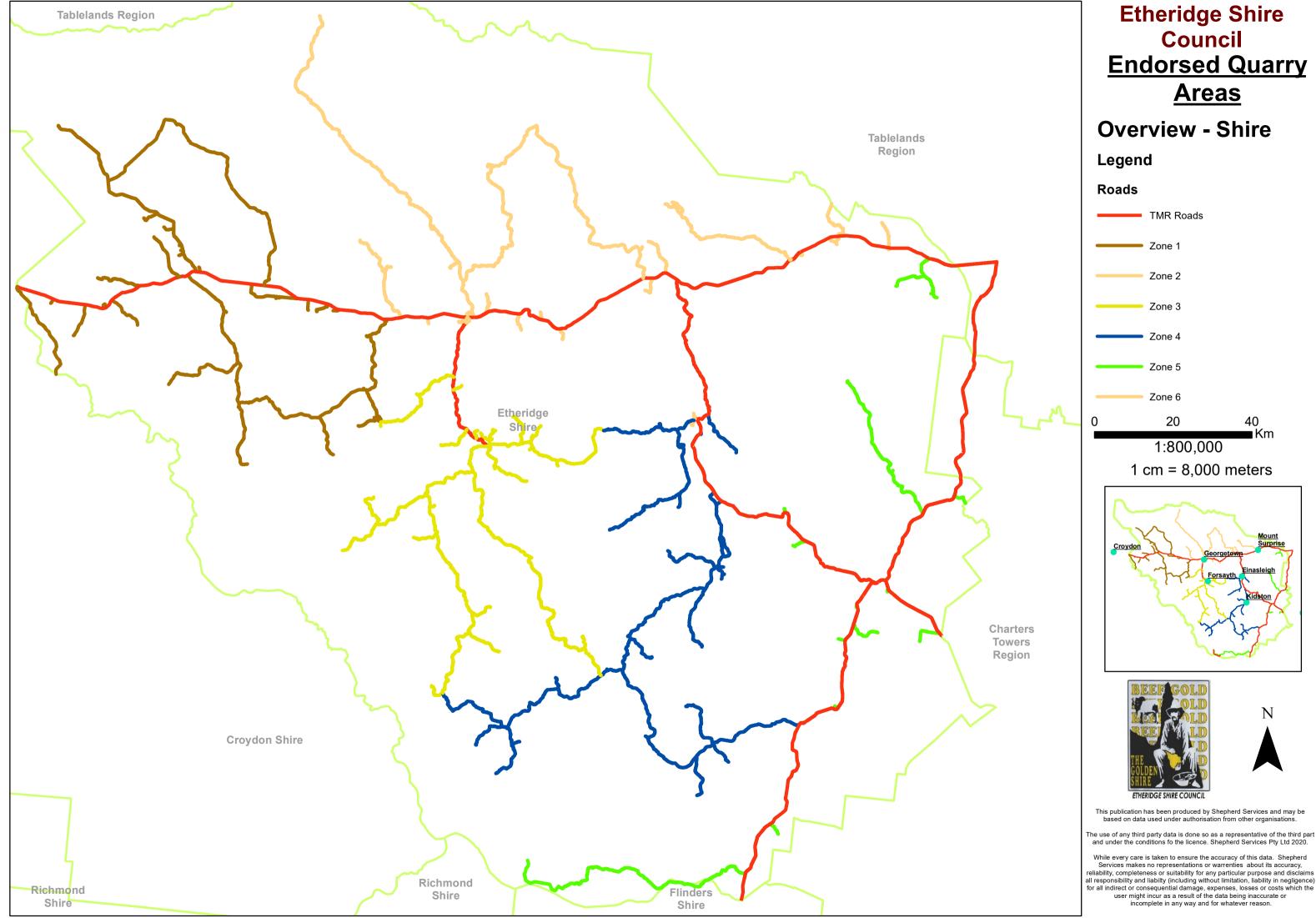
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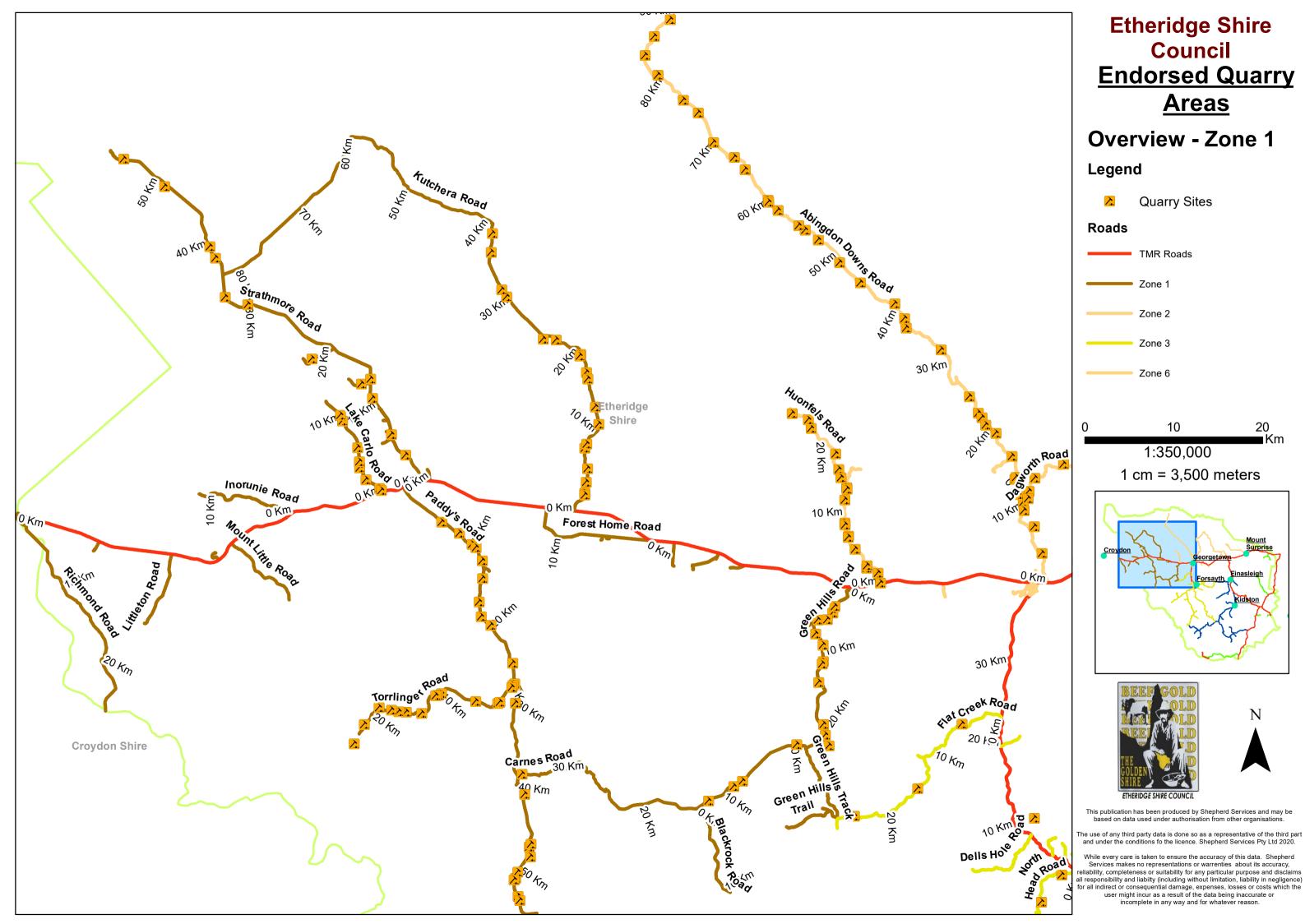
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QETHEL251	Robinhood 02	Robin Hood Road	Zone 3
QETHEL073	Culvet pit	Forsayth Road	Zone 3
QETHEL100	Flat Creek 2	Flat Creek Road	Zone 3
QETHEL101	Flat Creek 3	Flat Creek Road	Zone 3
QETHEL099	Flat Creek 1	Flat Creek Road	Zone 3
QETHEL258	Rosella Plains 03	Rosella Plains Road	Zone 5
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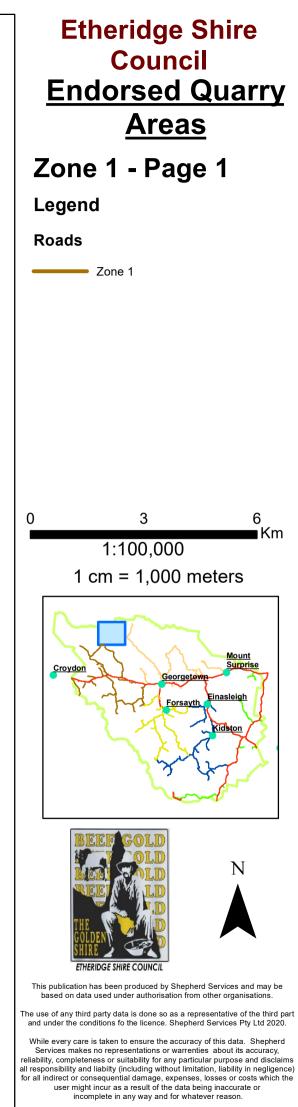
GRAVEL PIT LOCATION MAPS

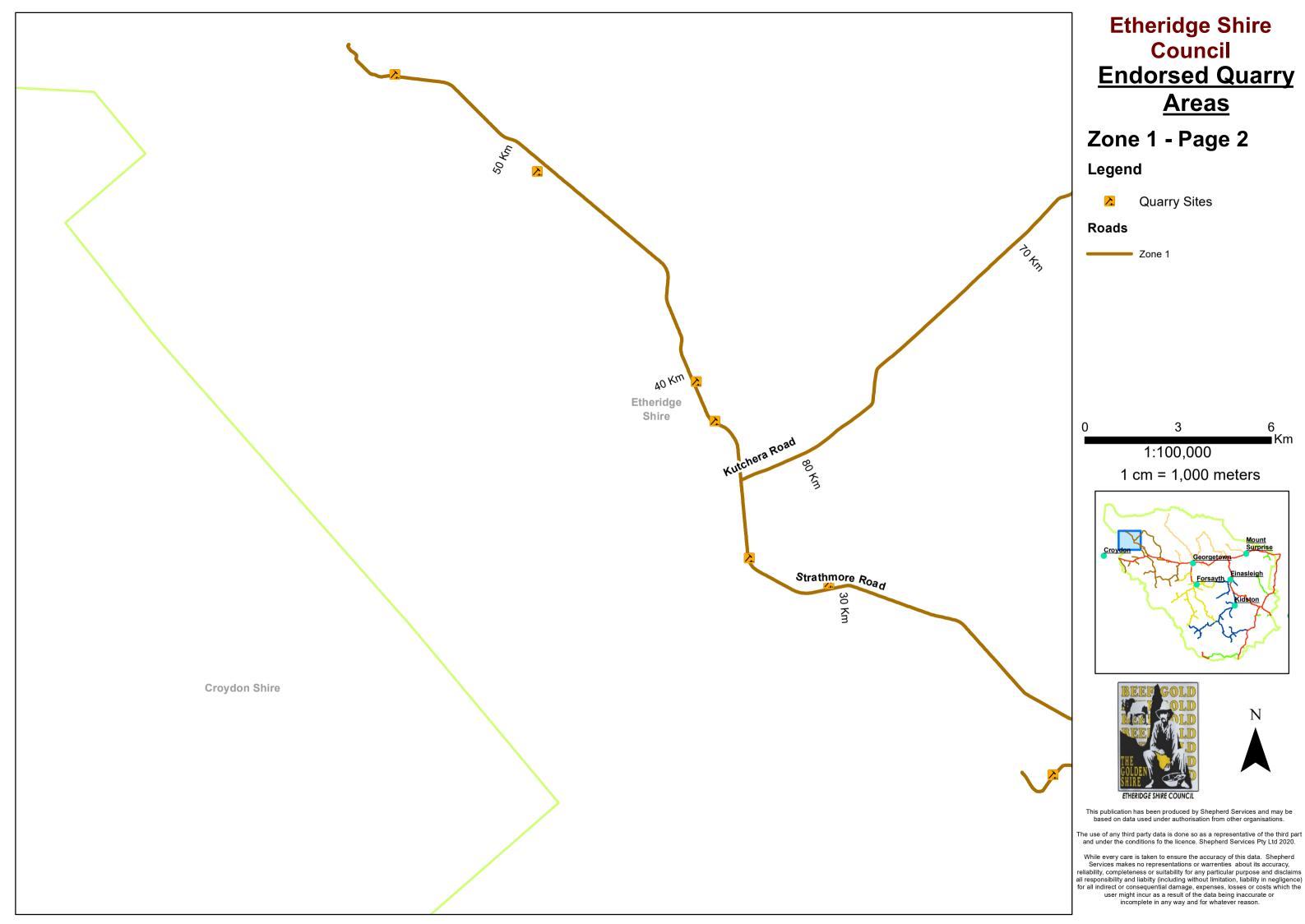
Refer to PDF zone Maps

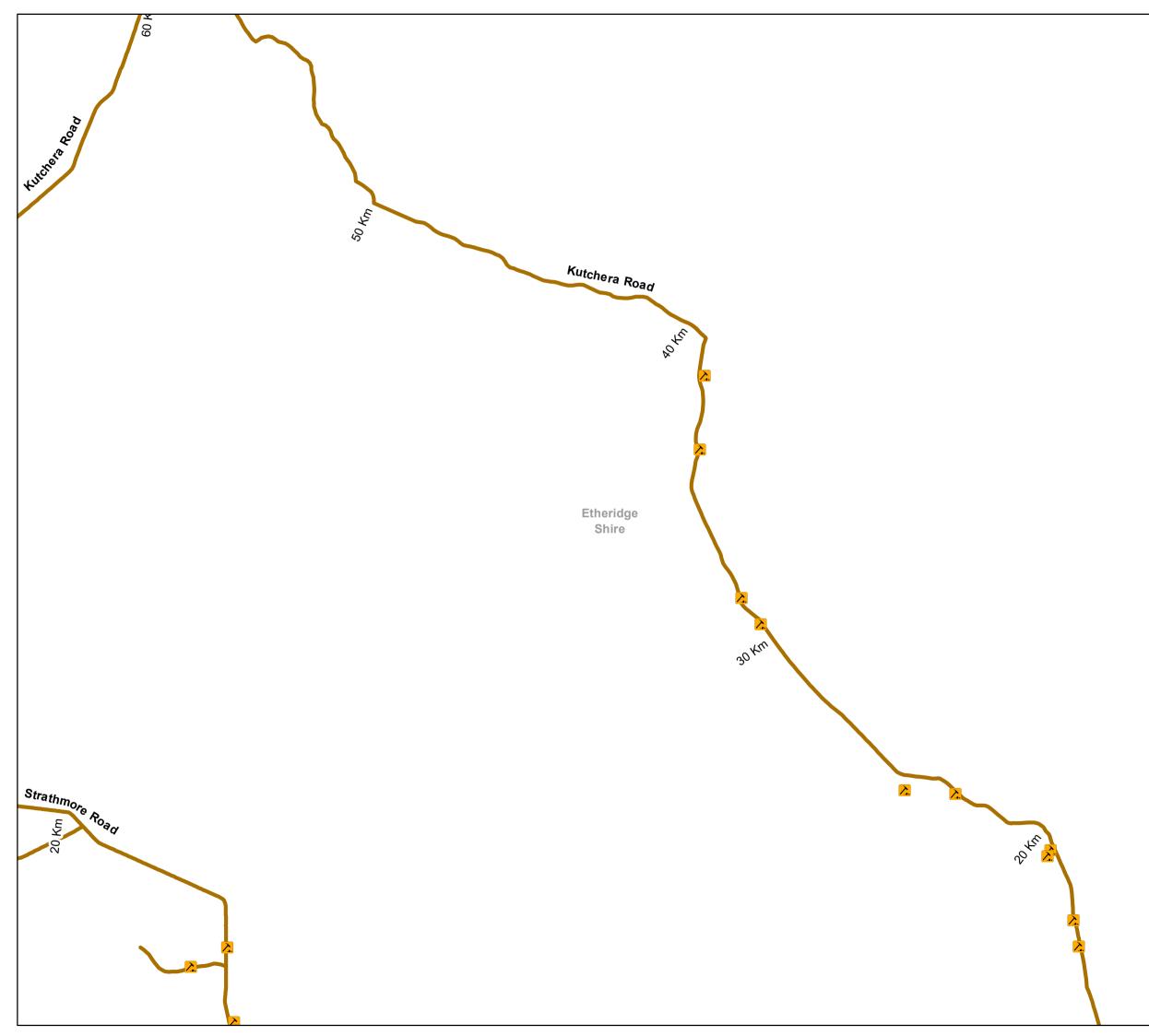


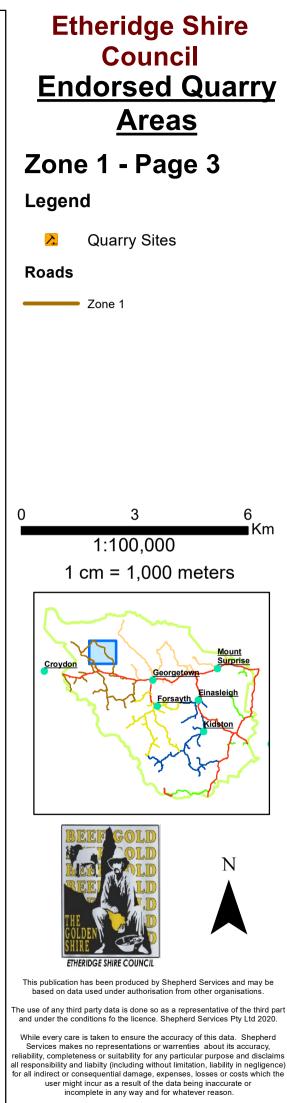


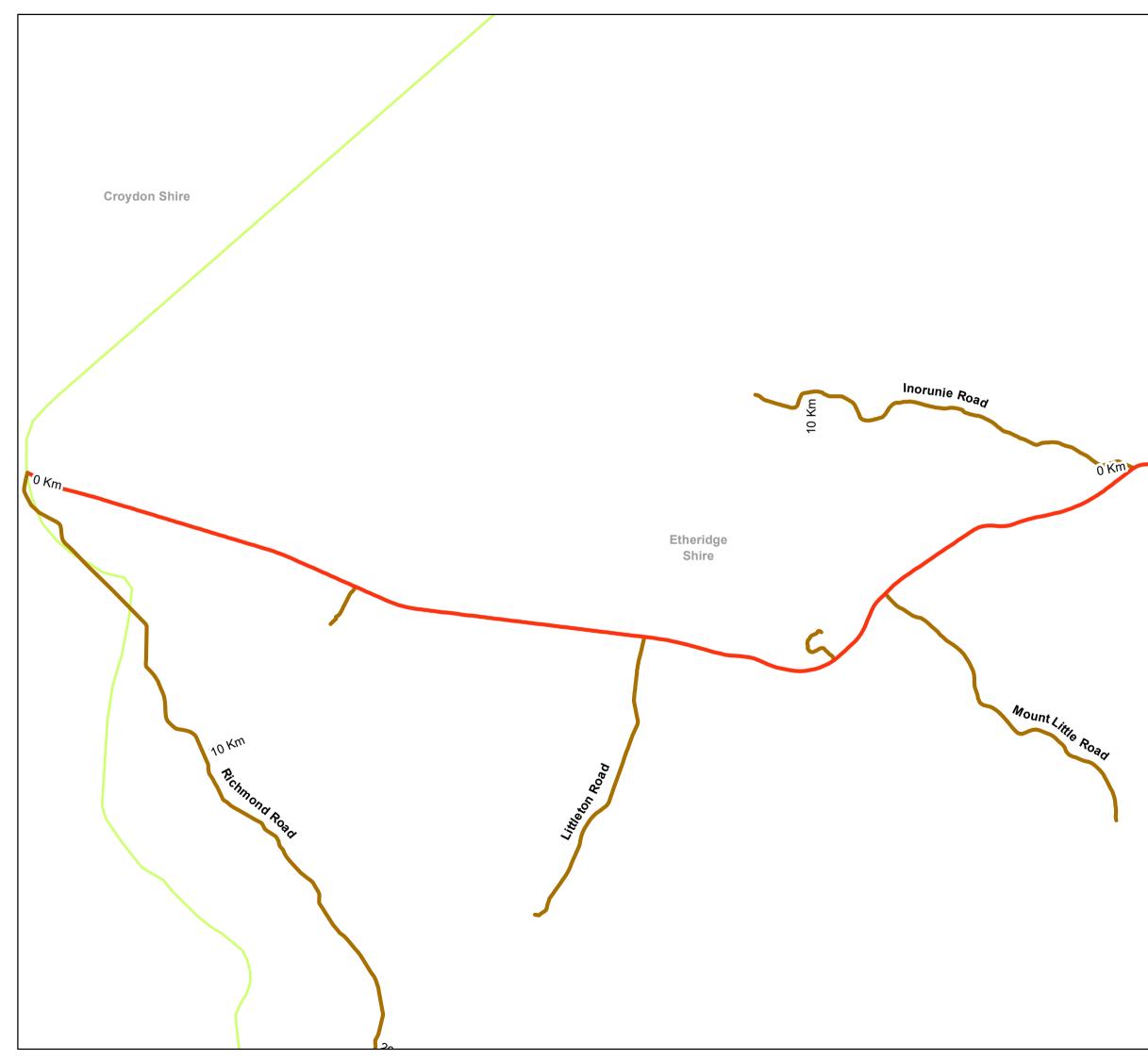


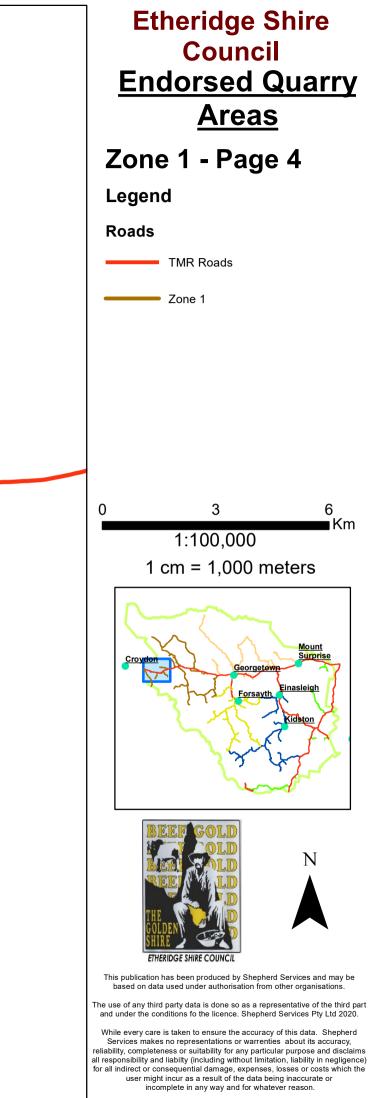


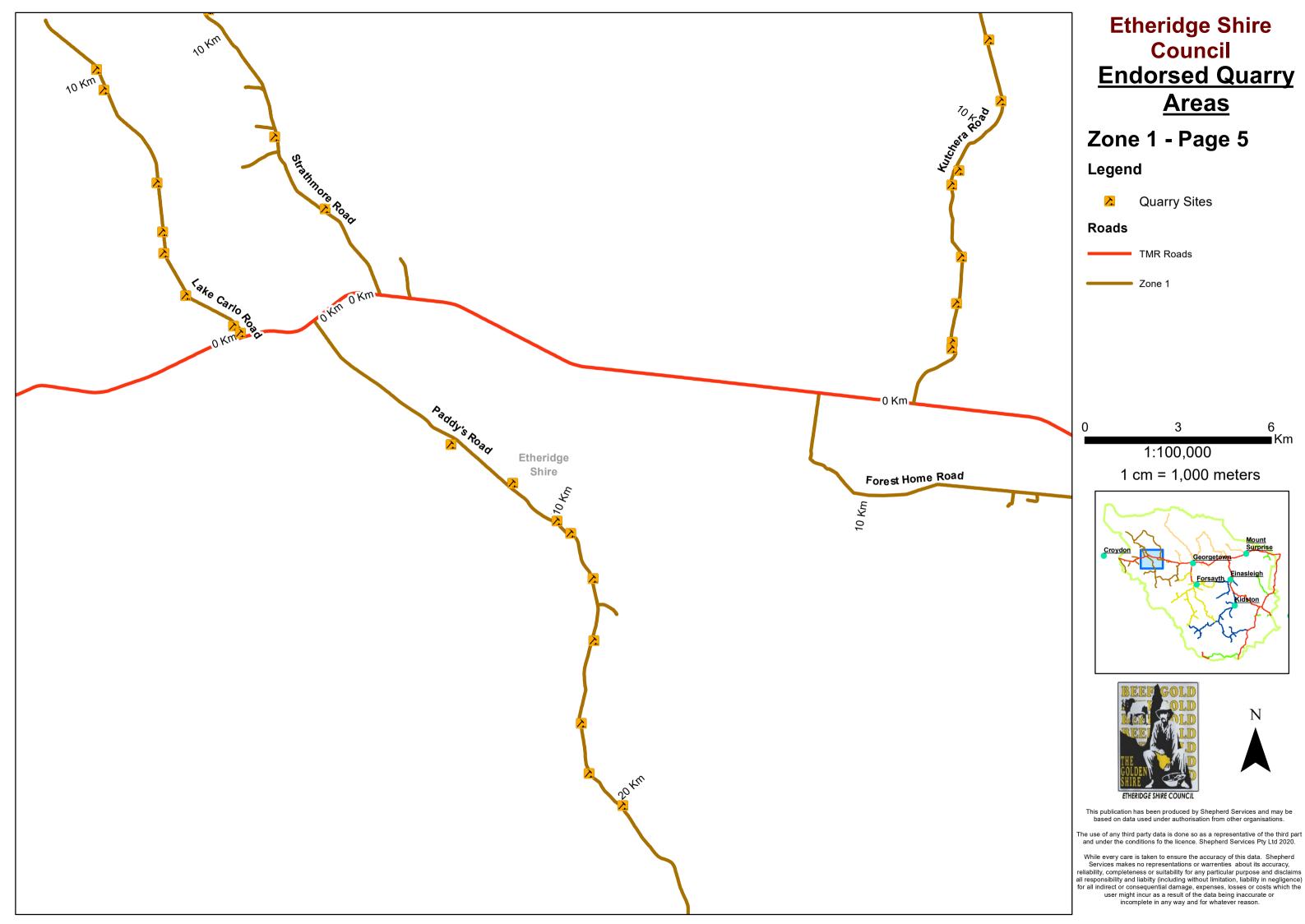


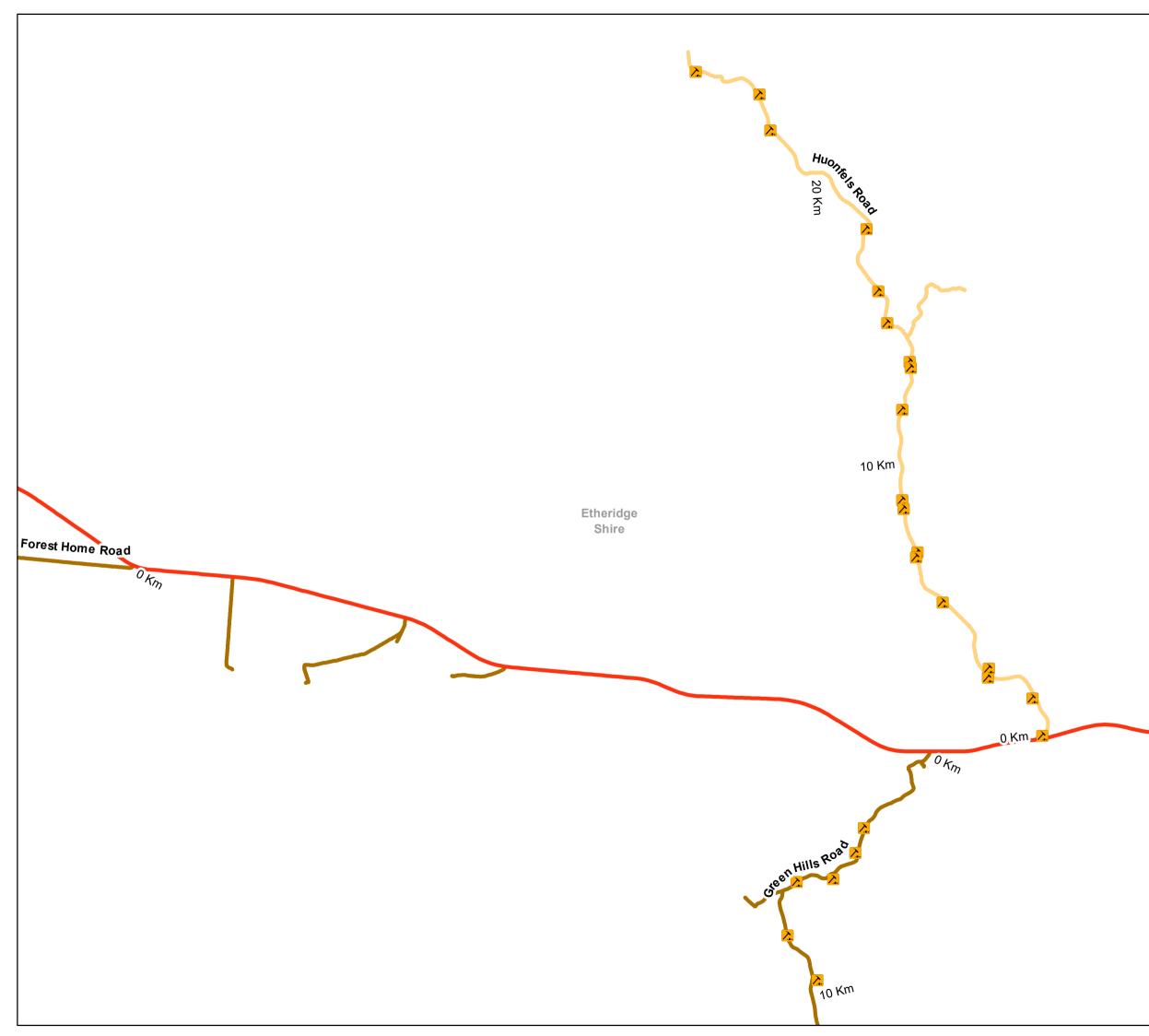


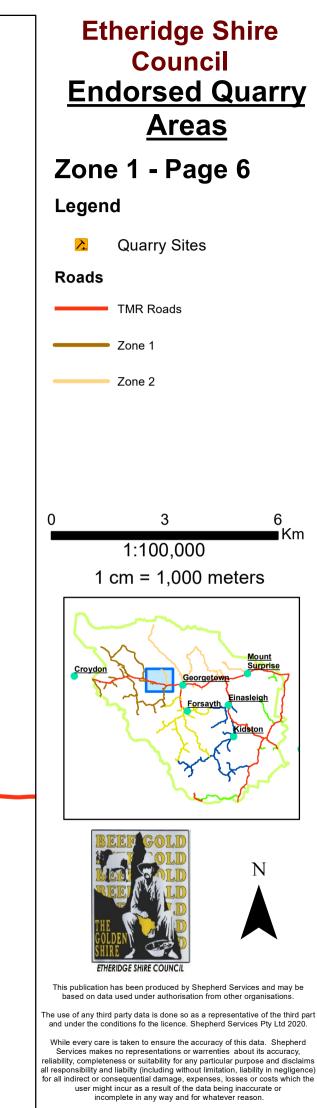


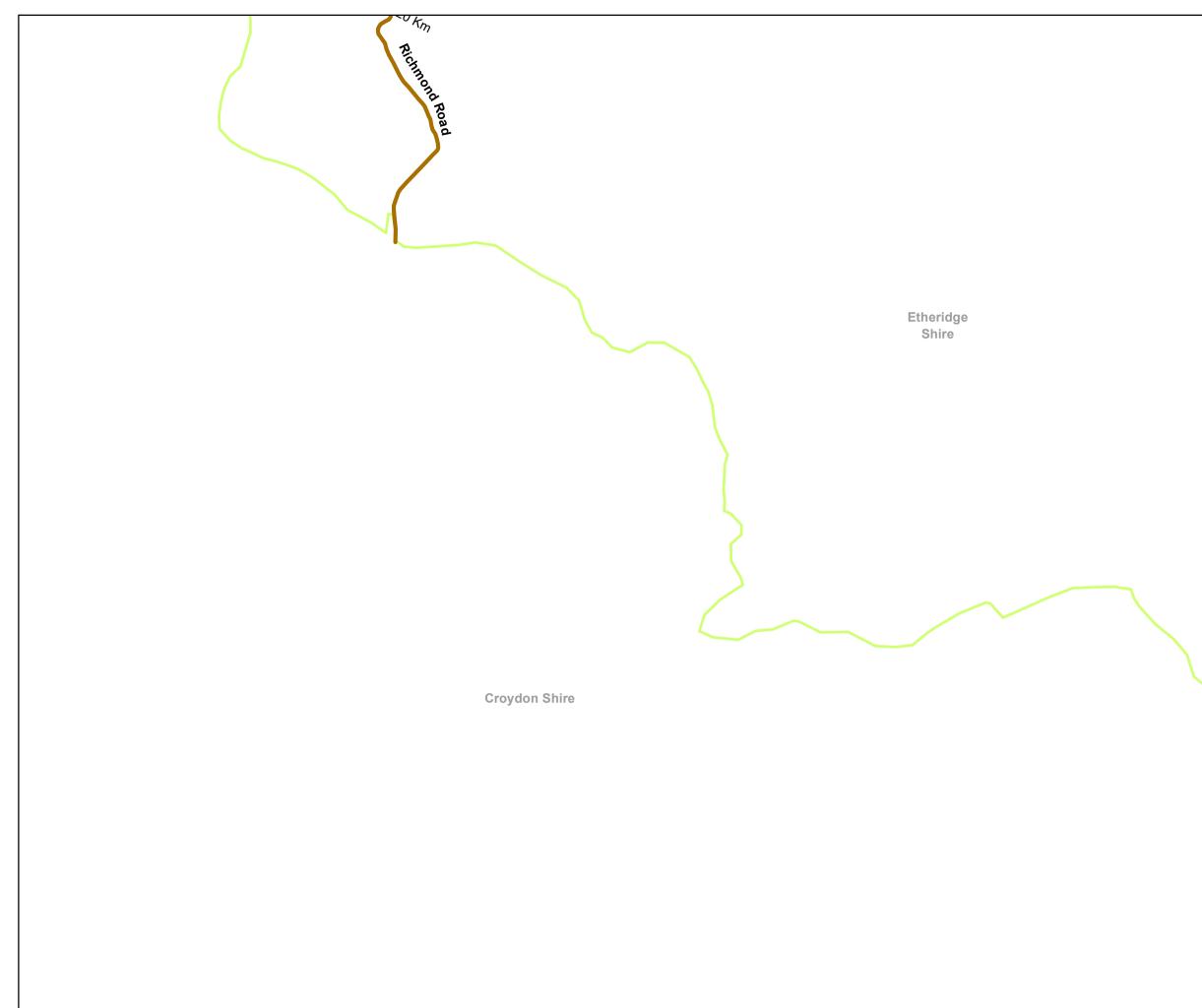


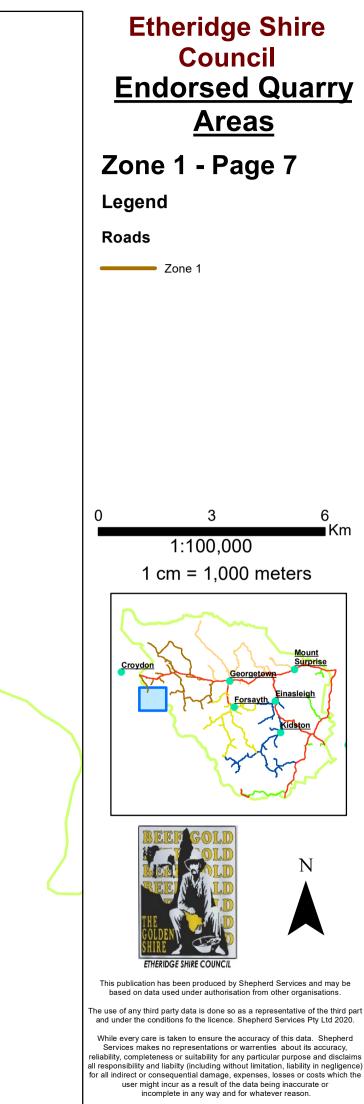


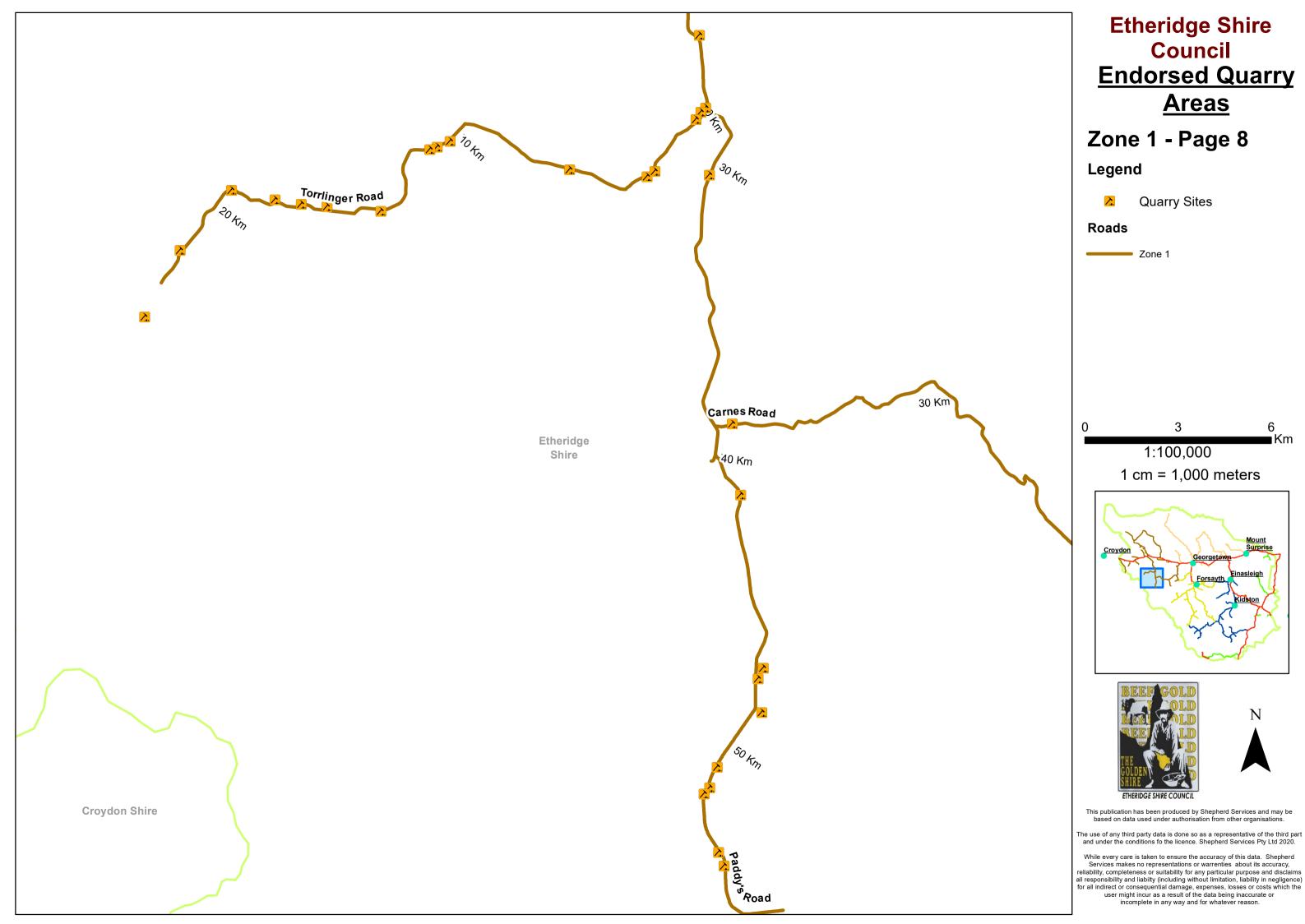


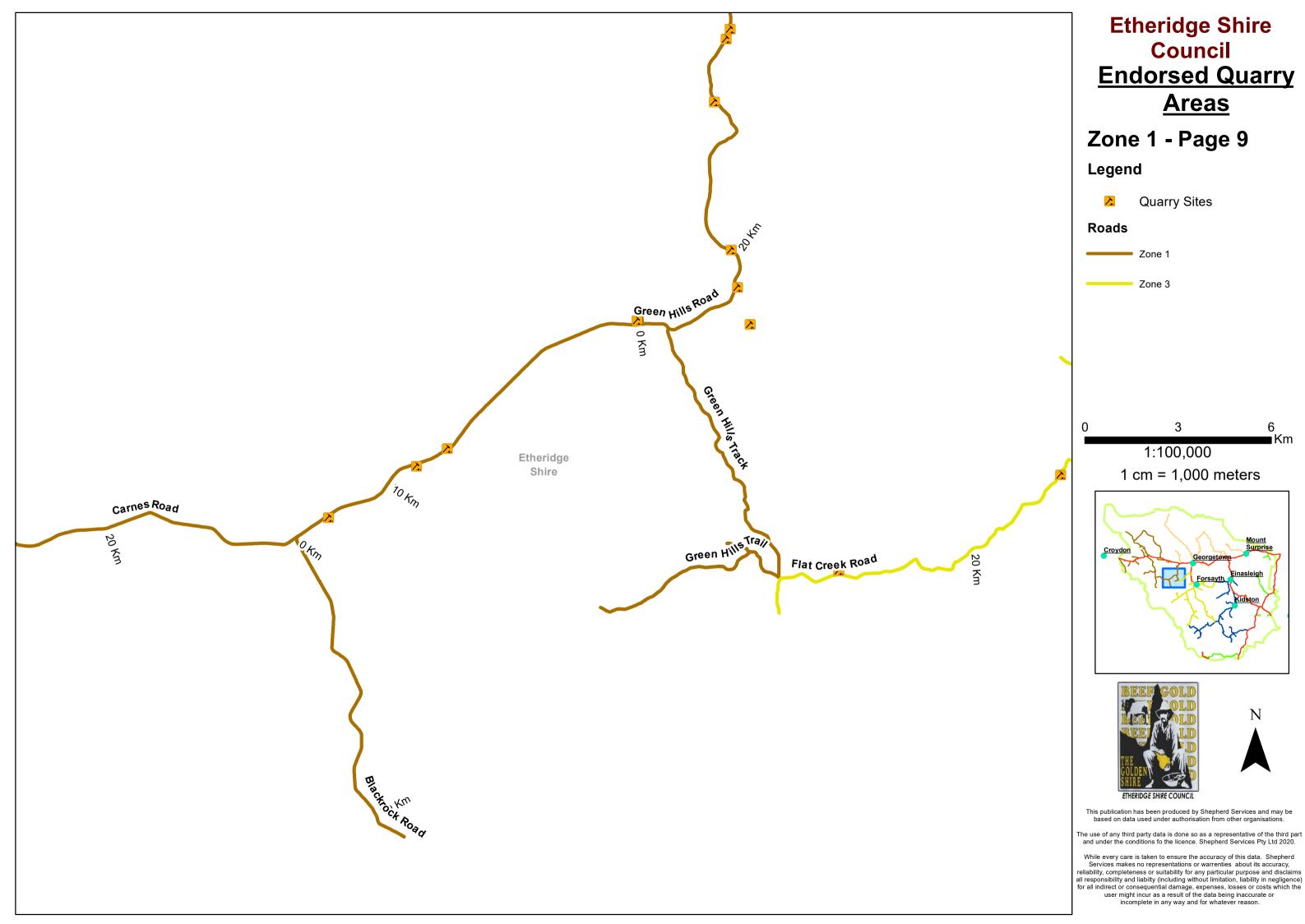


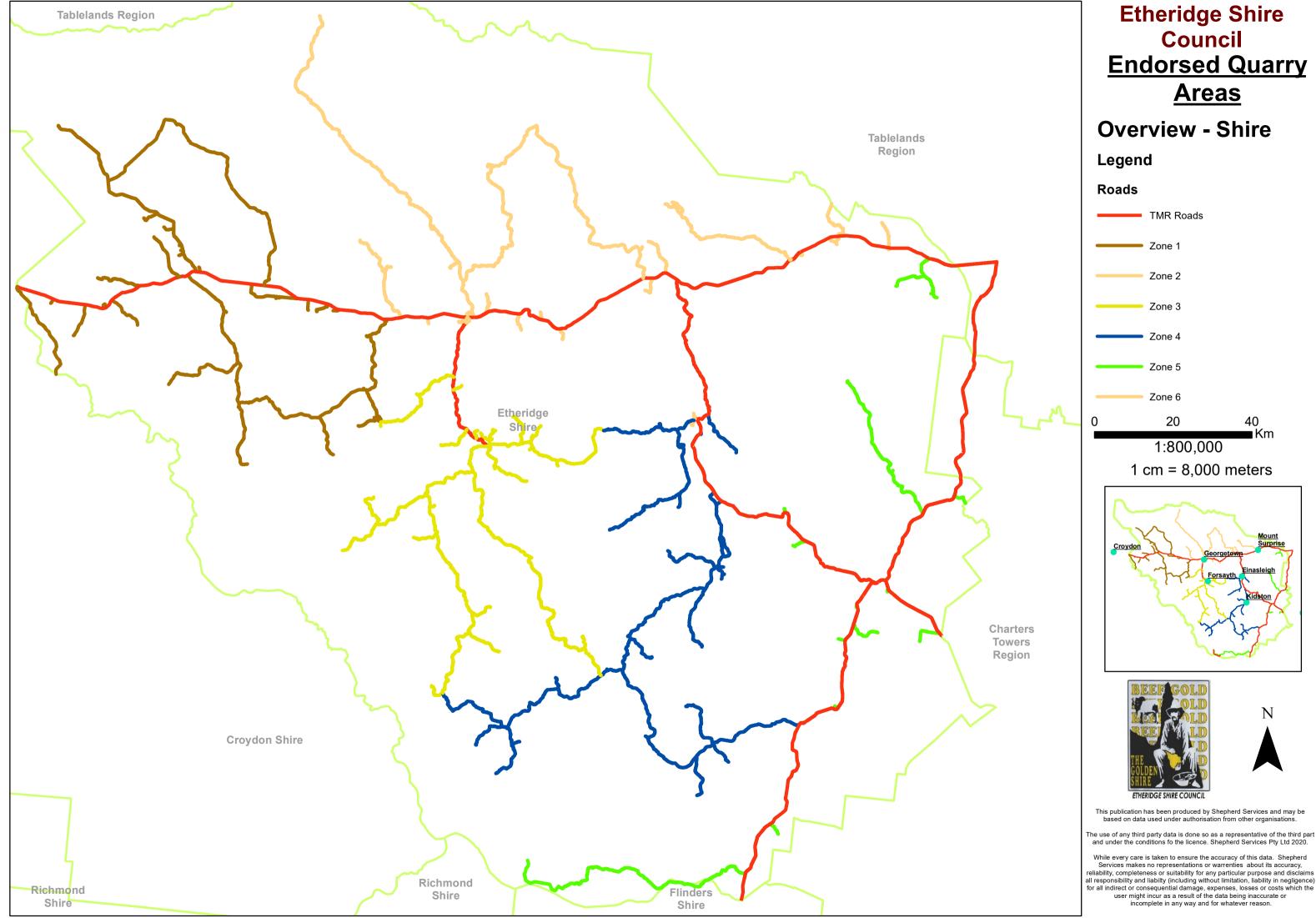


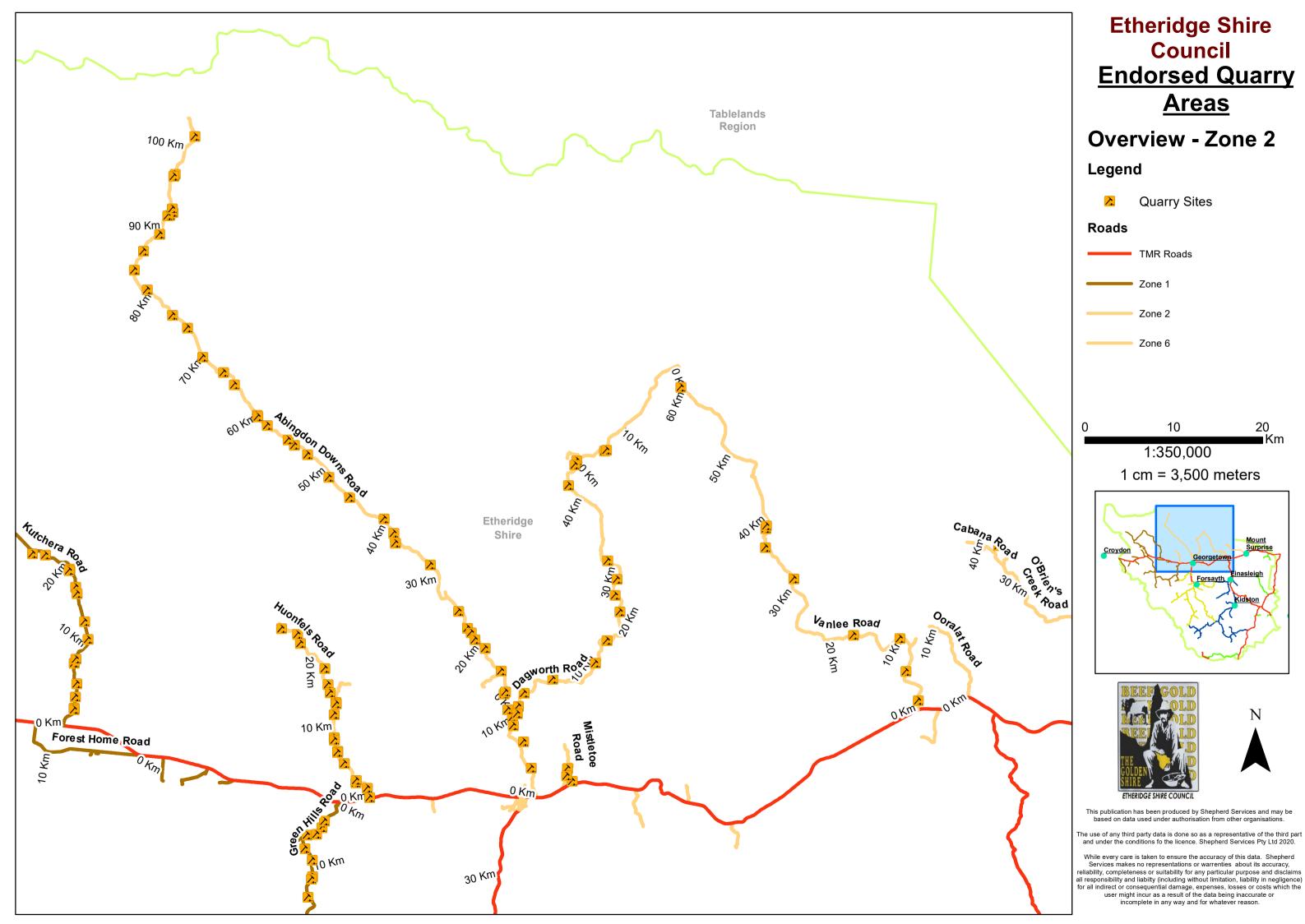


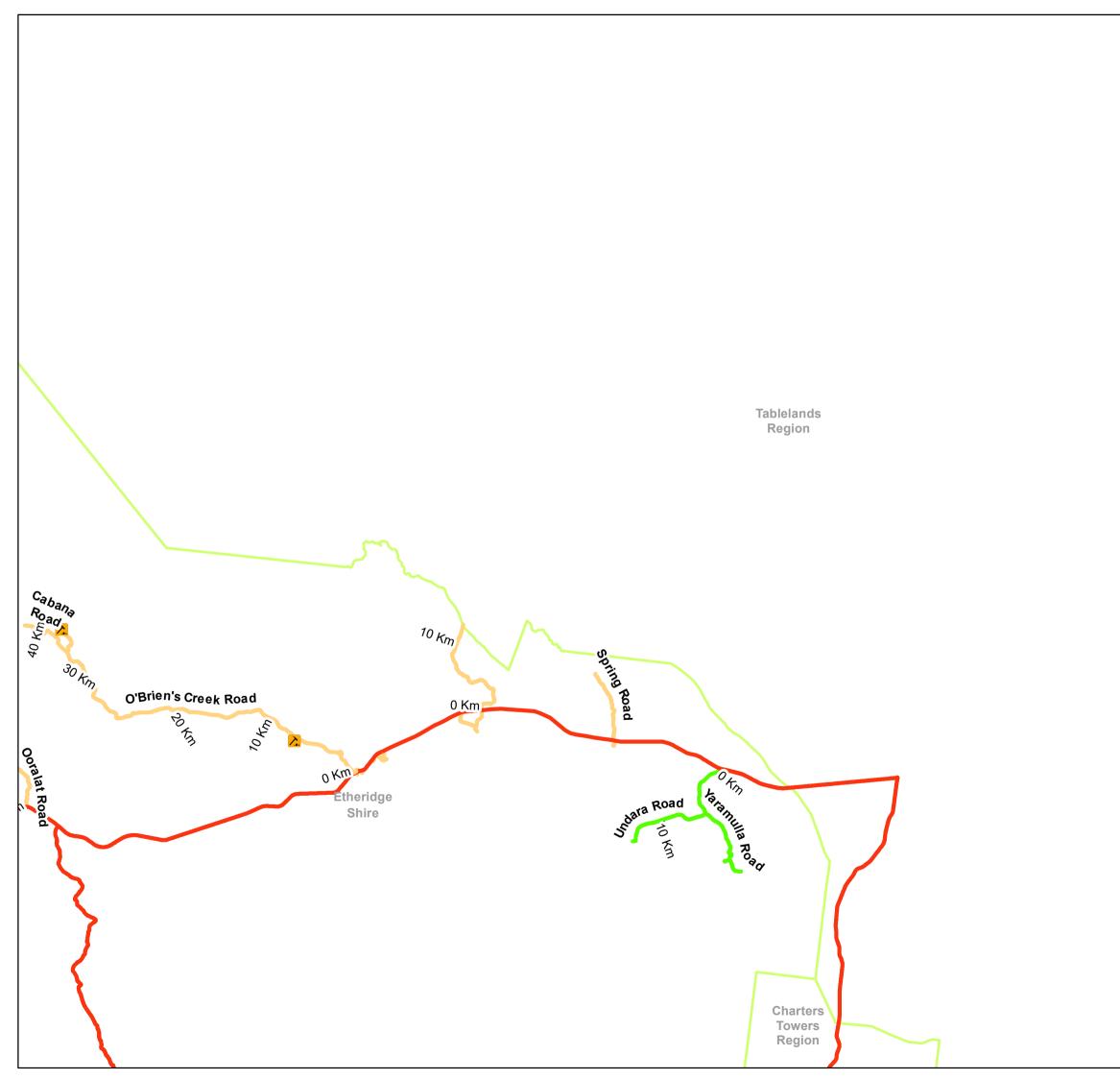


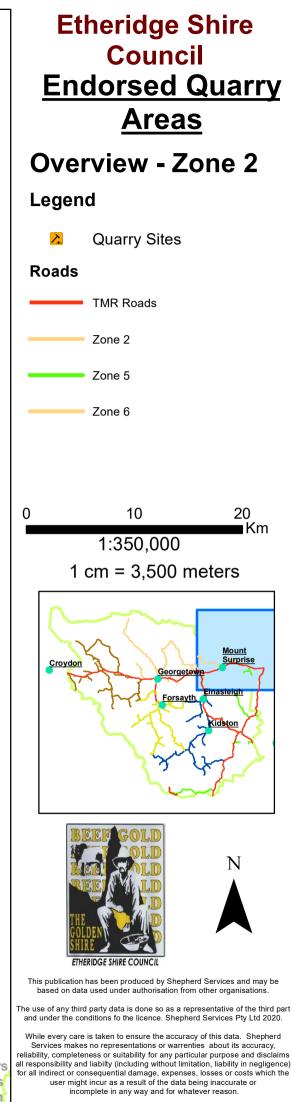




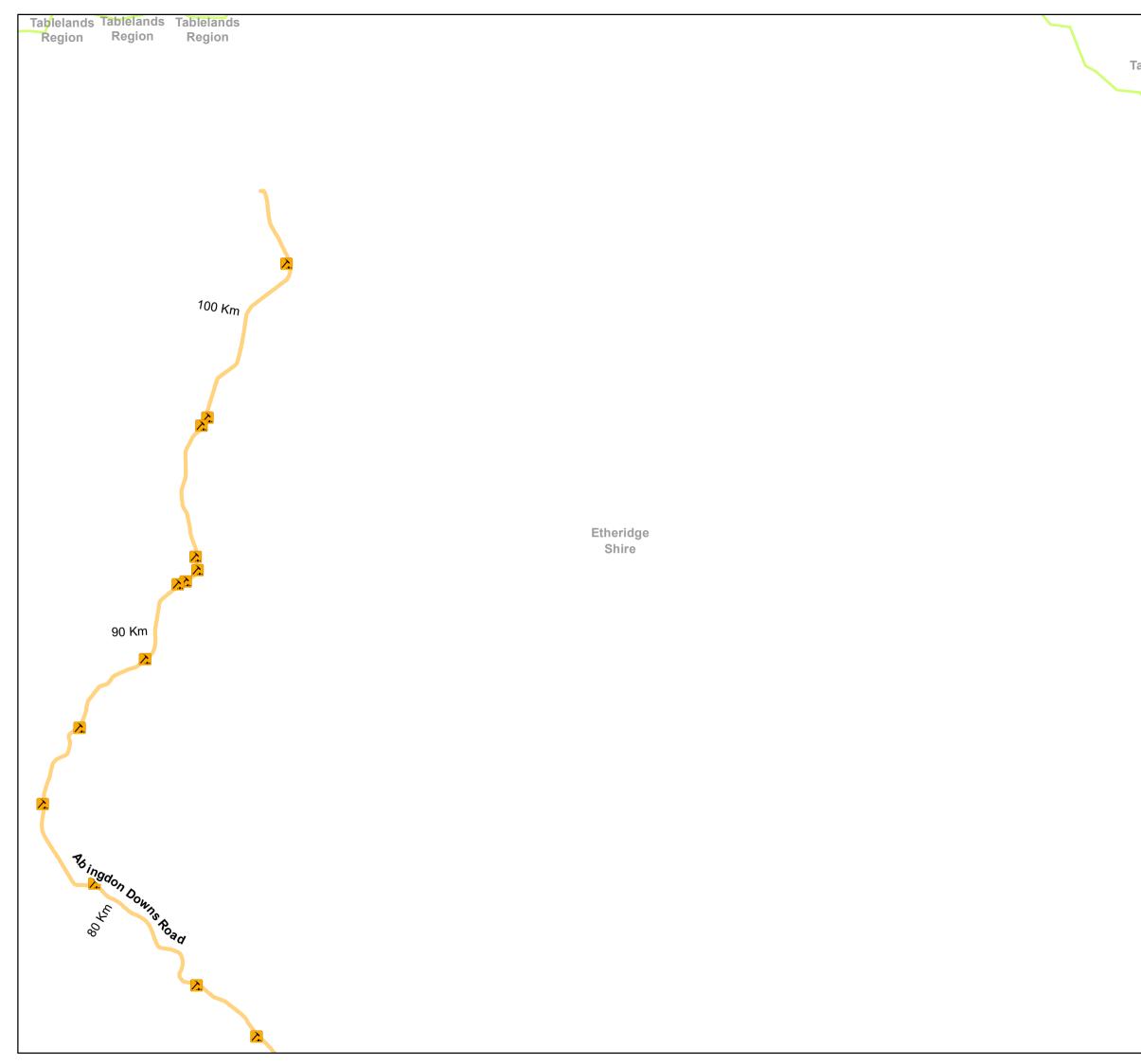


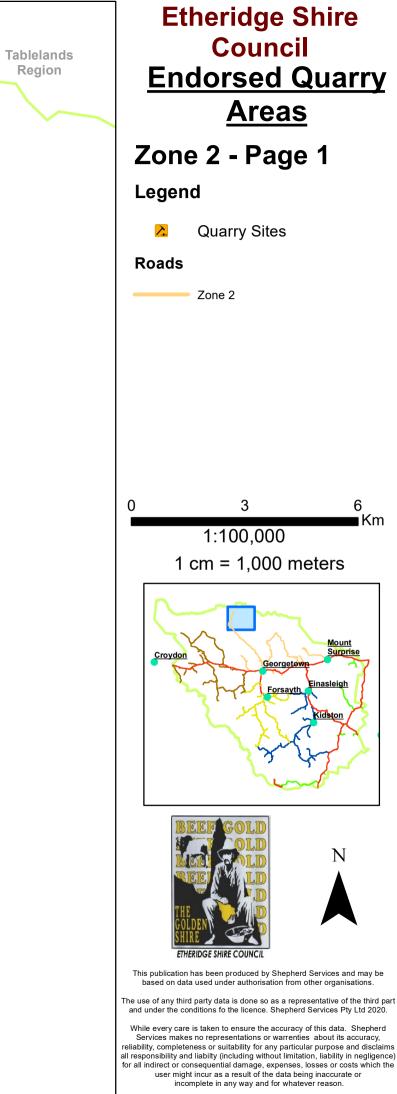


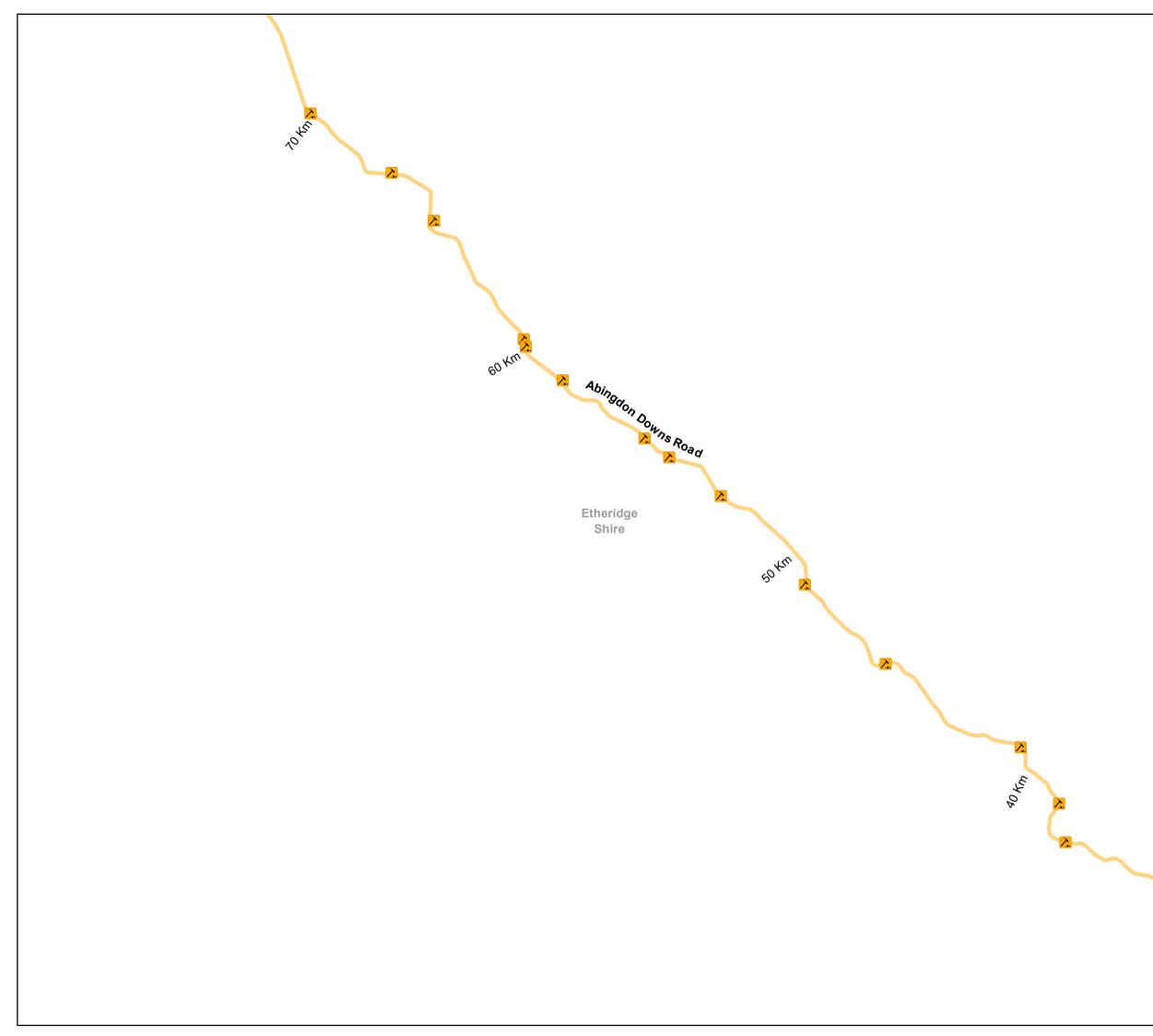


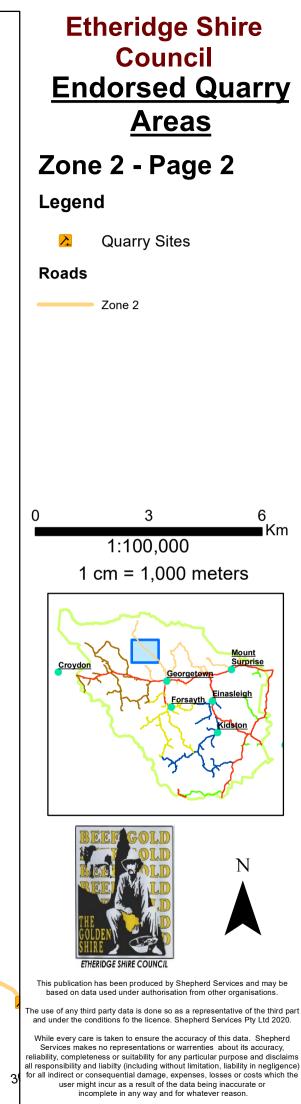


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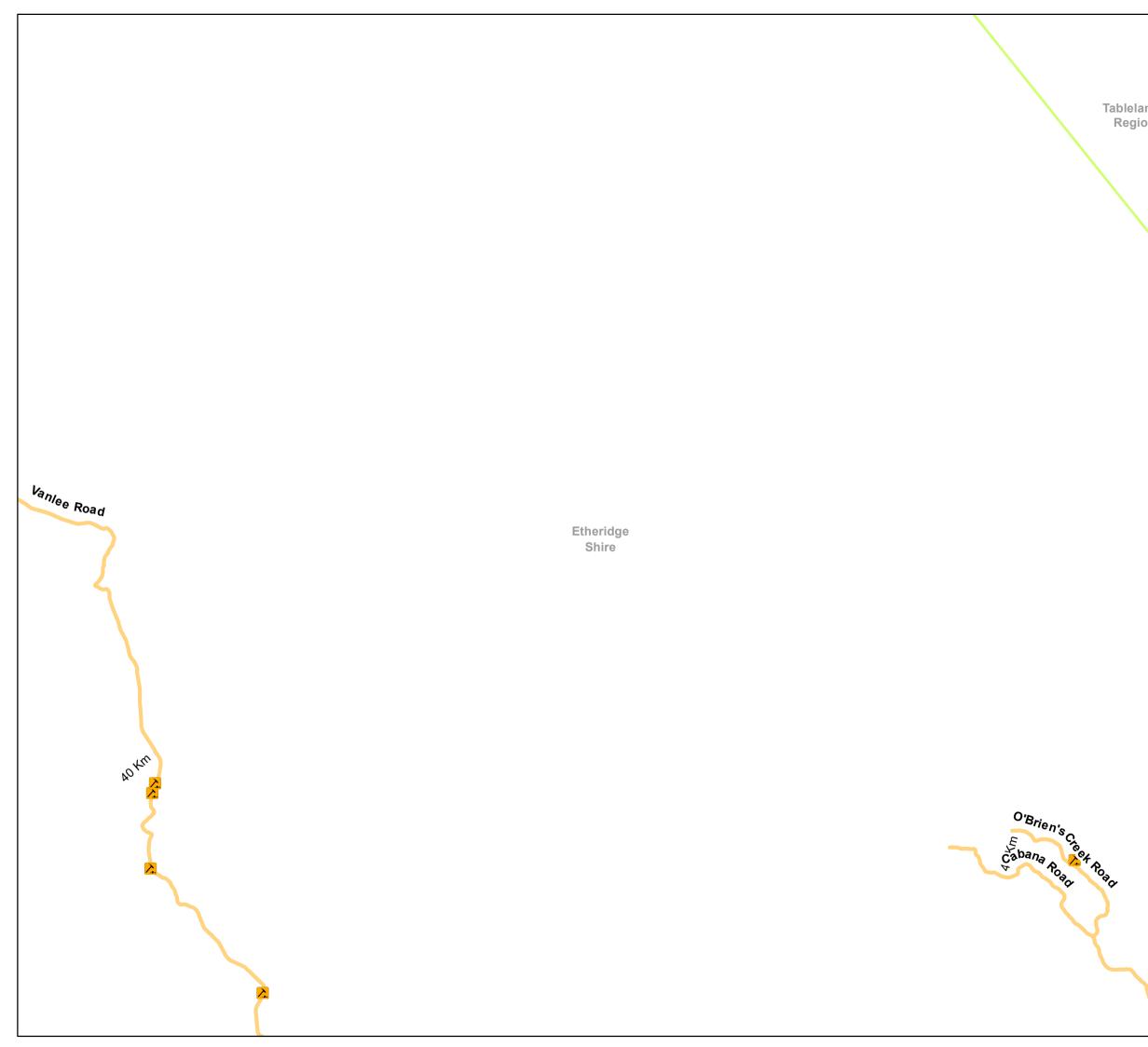


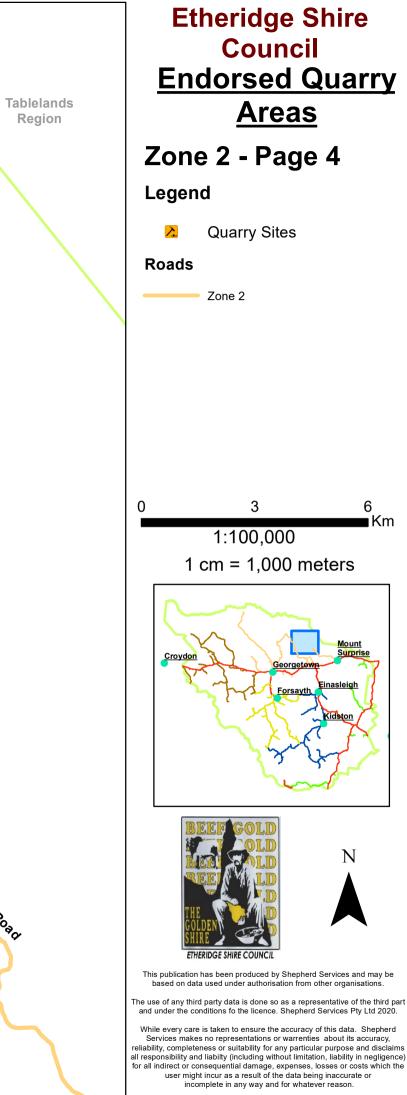




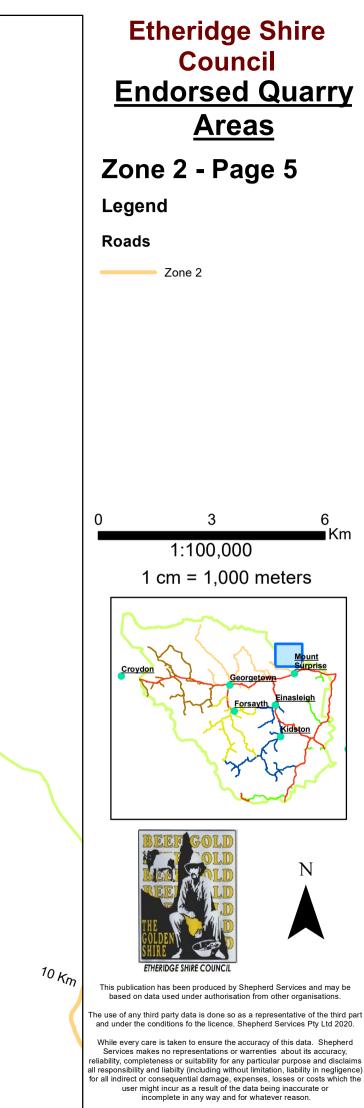






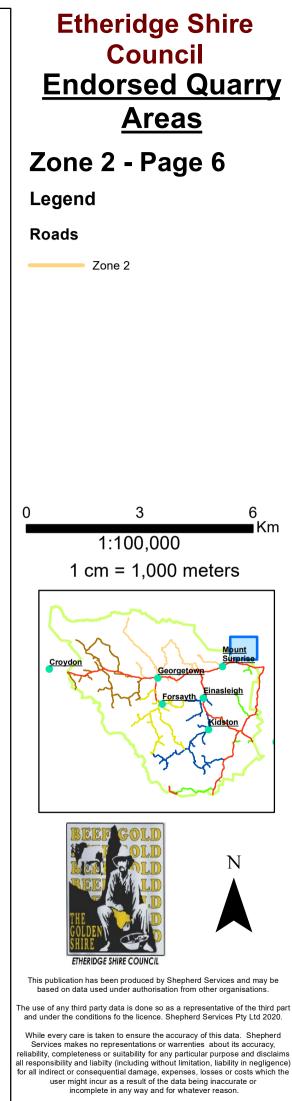


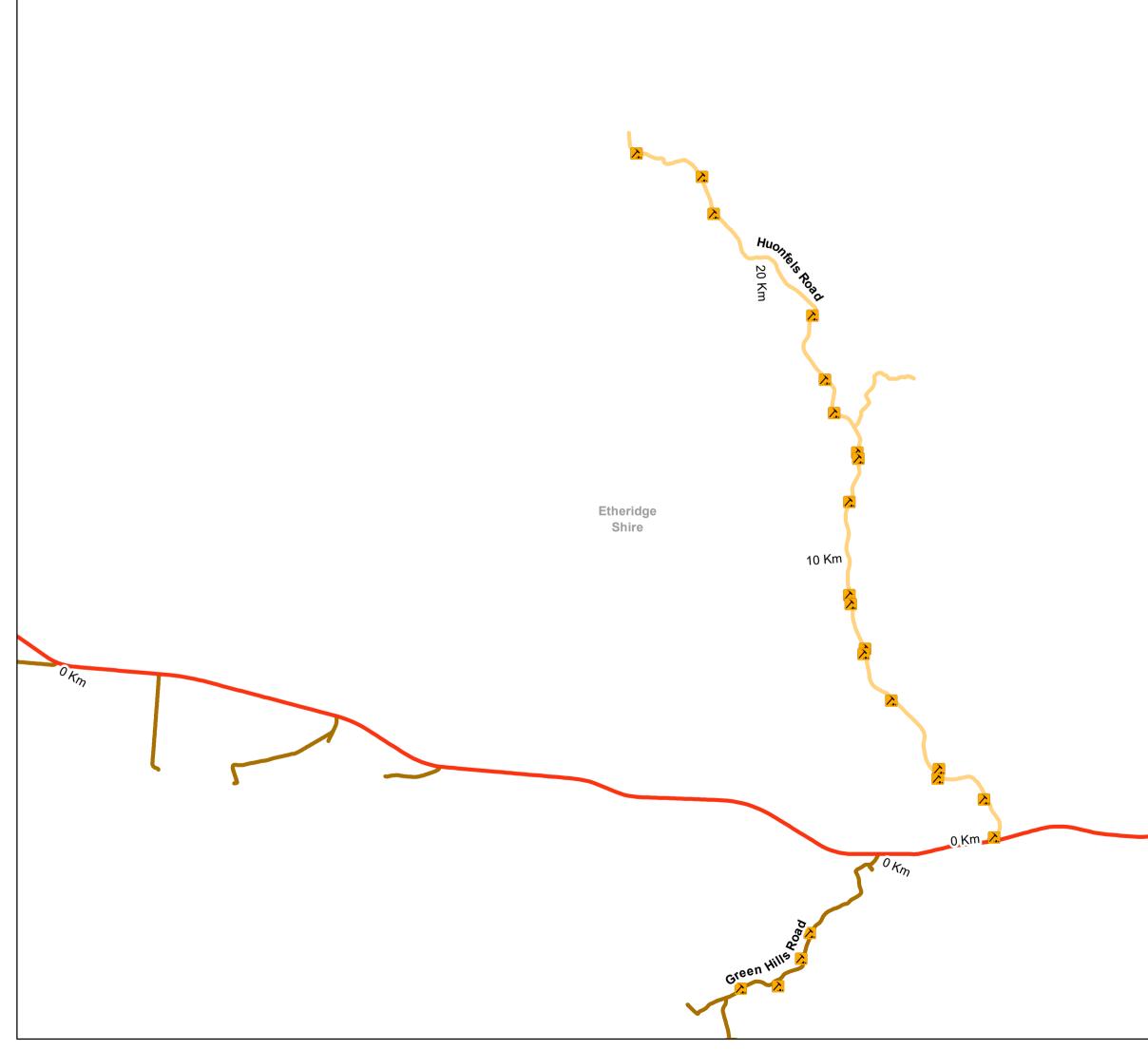


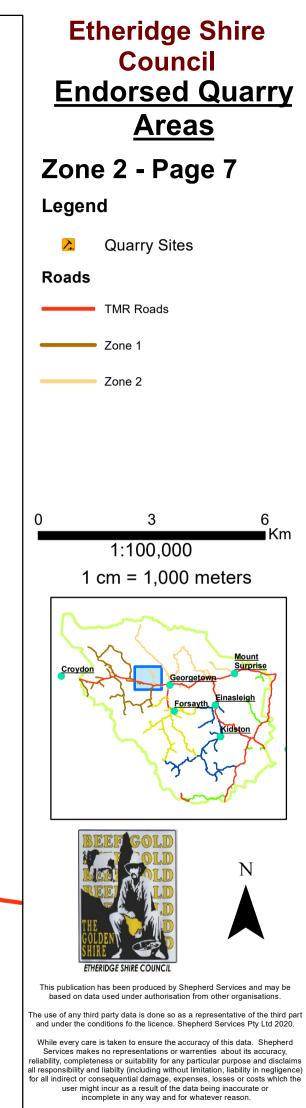


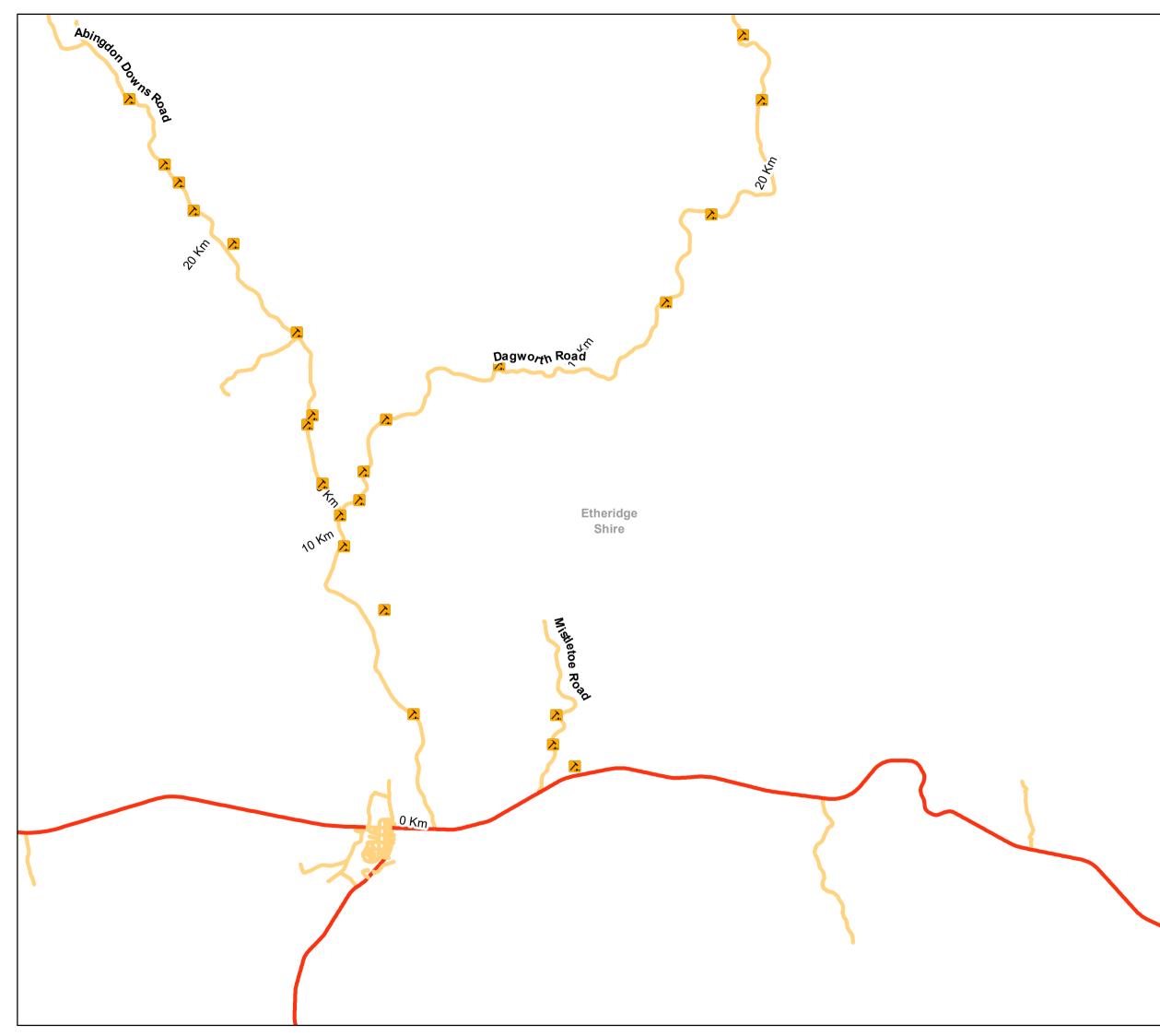
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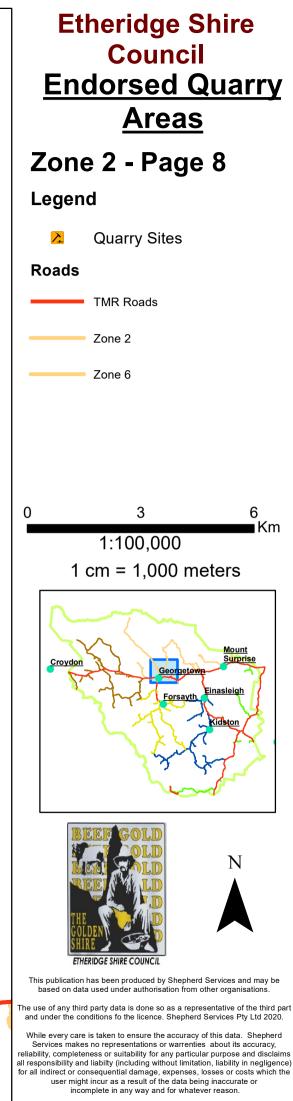
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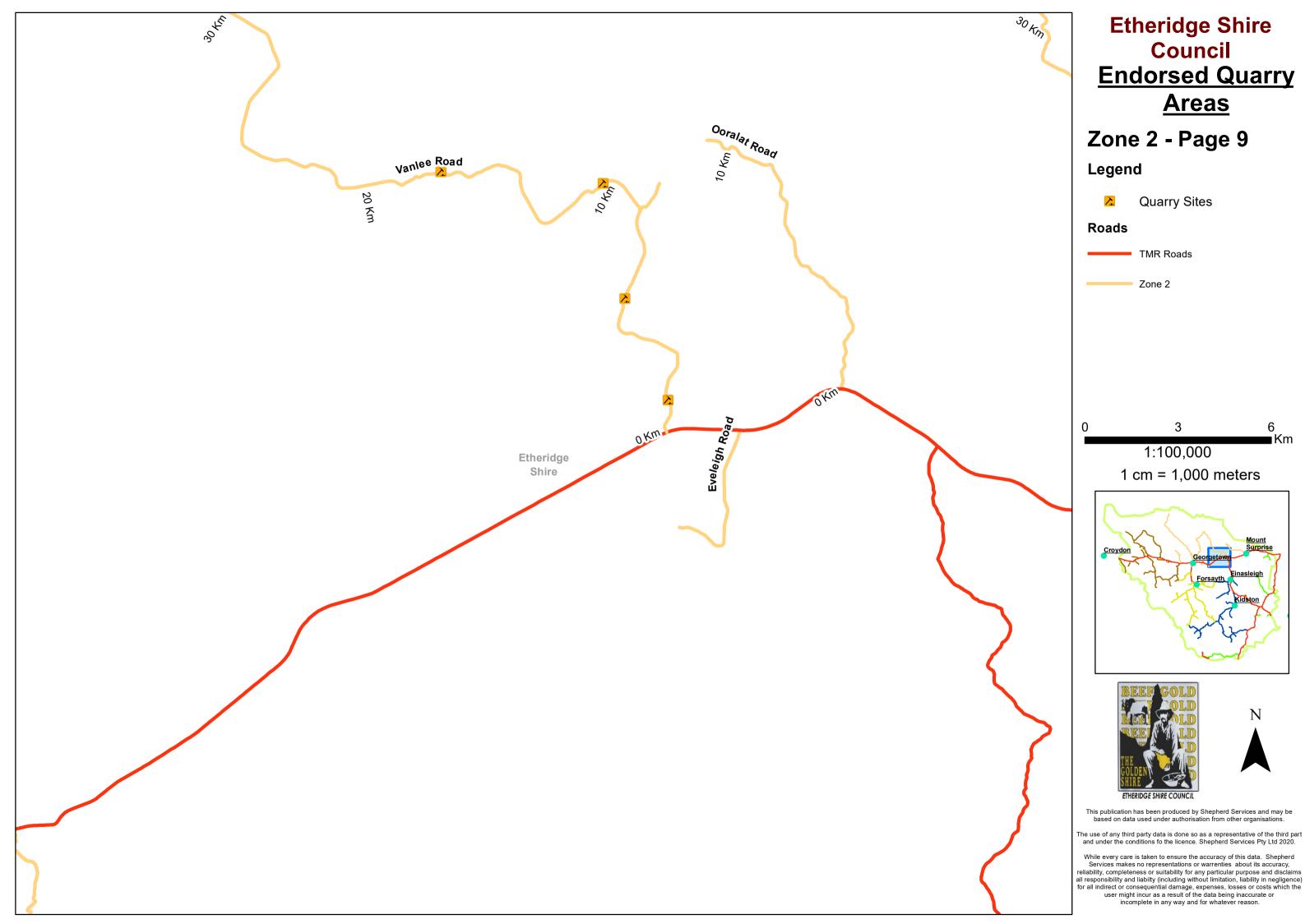


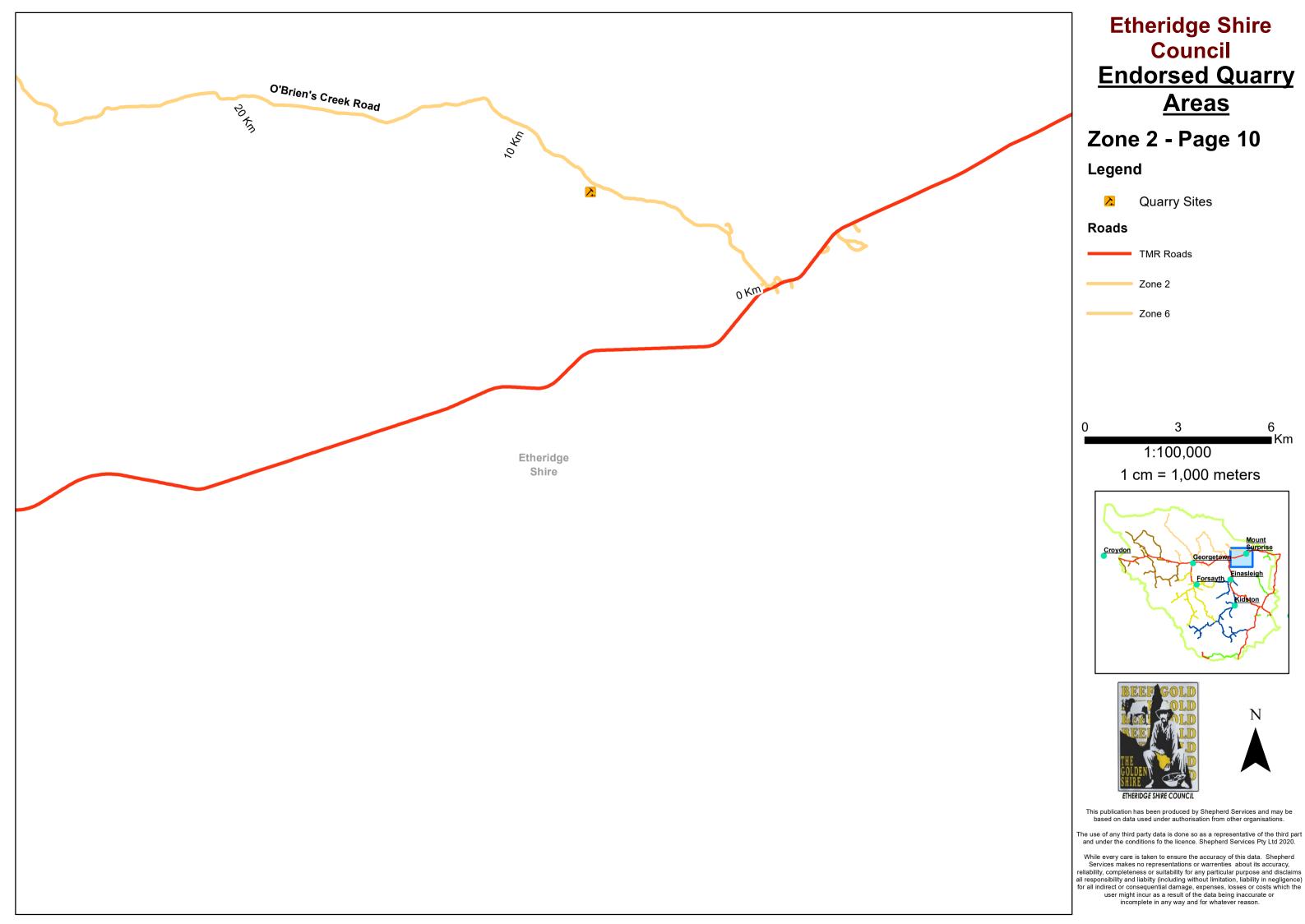


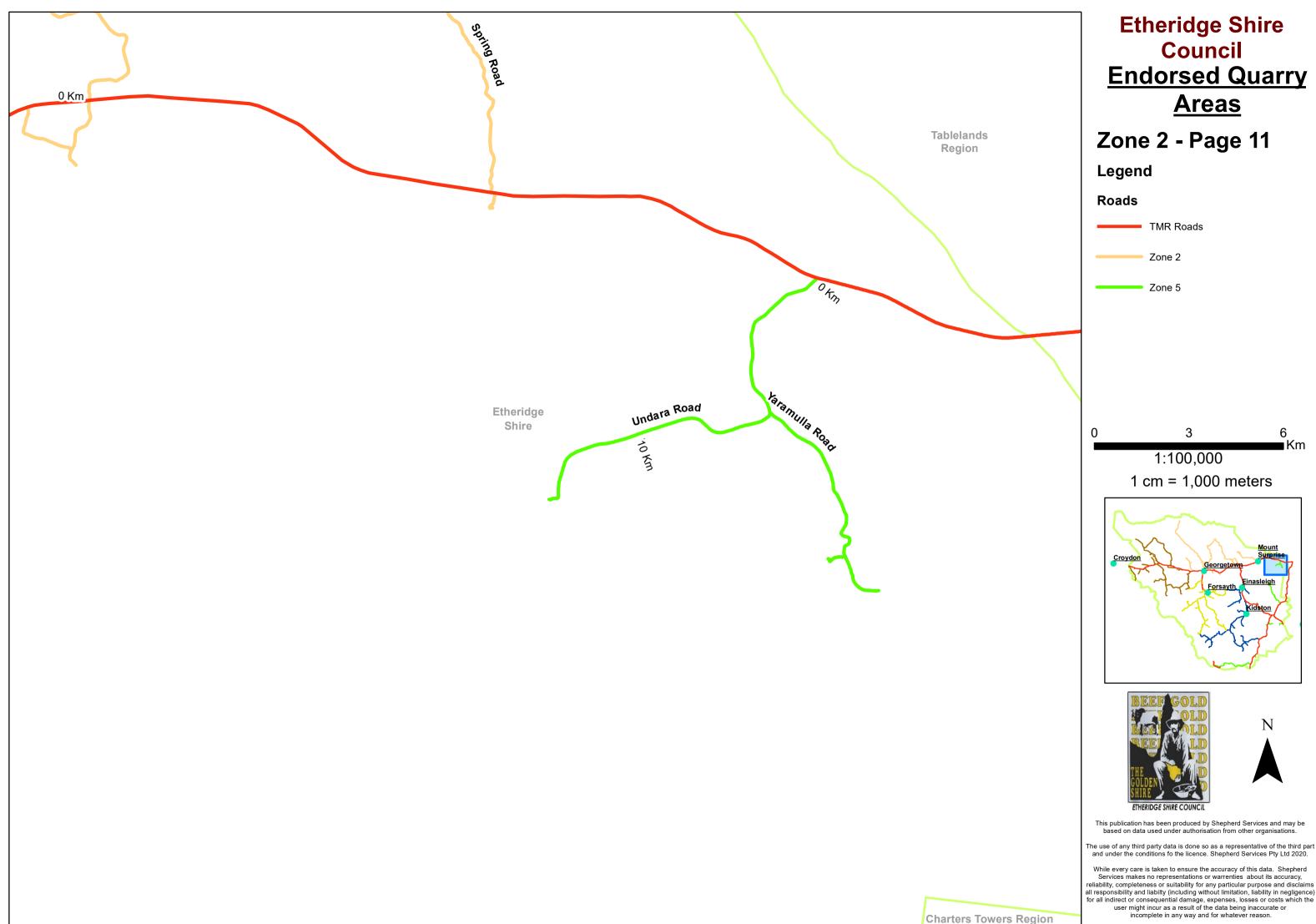


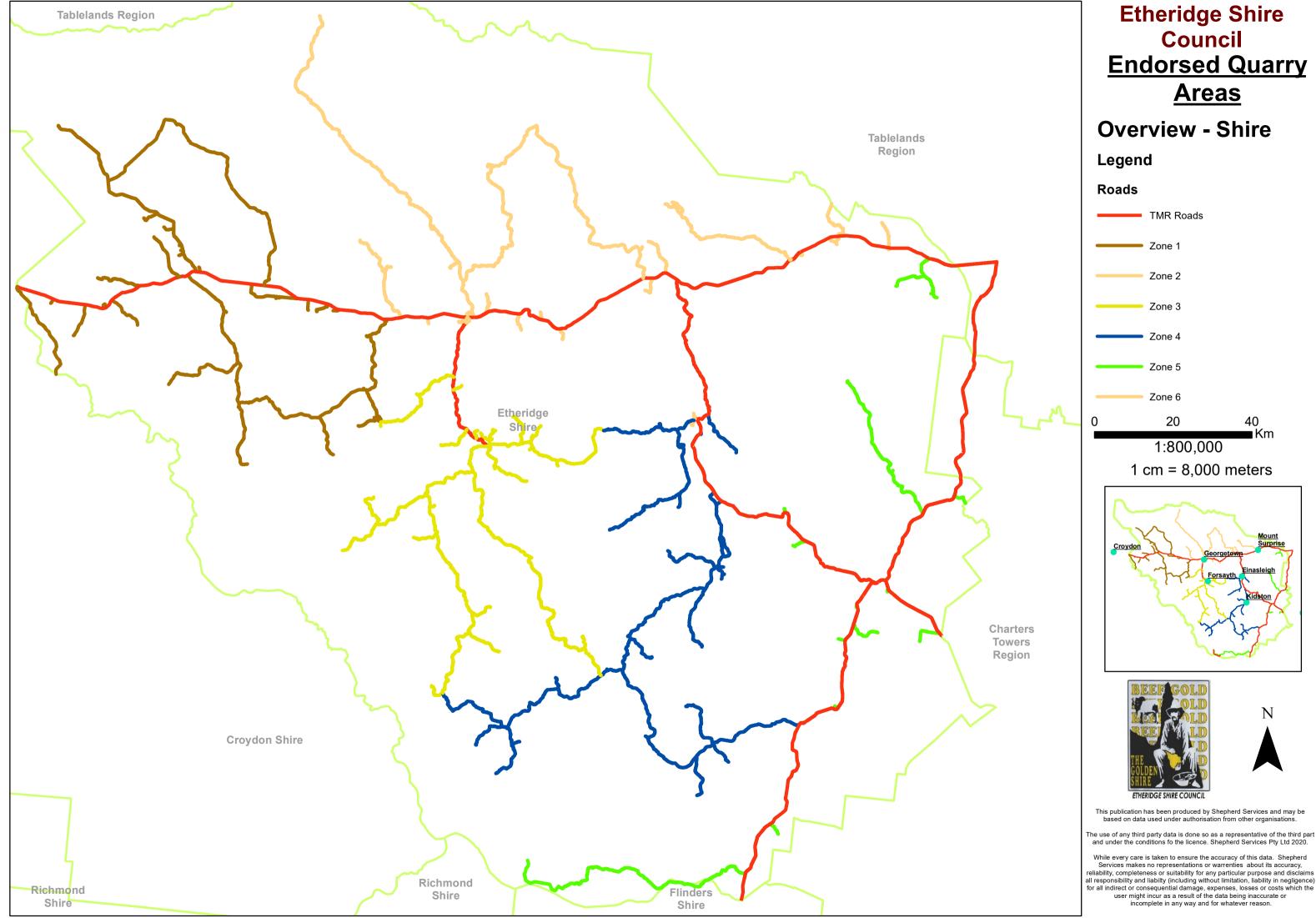


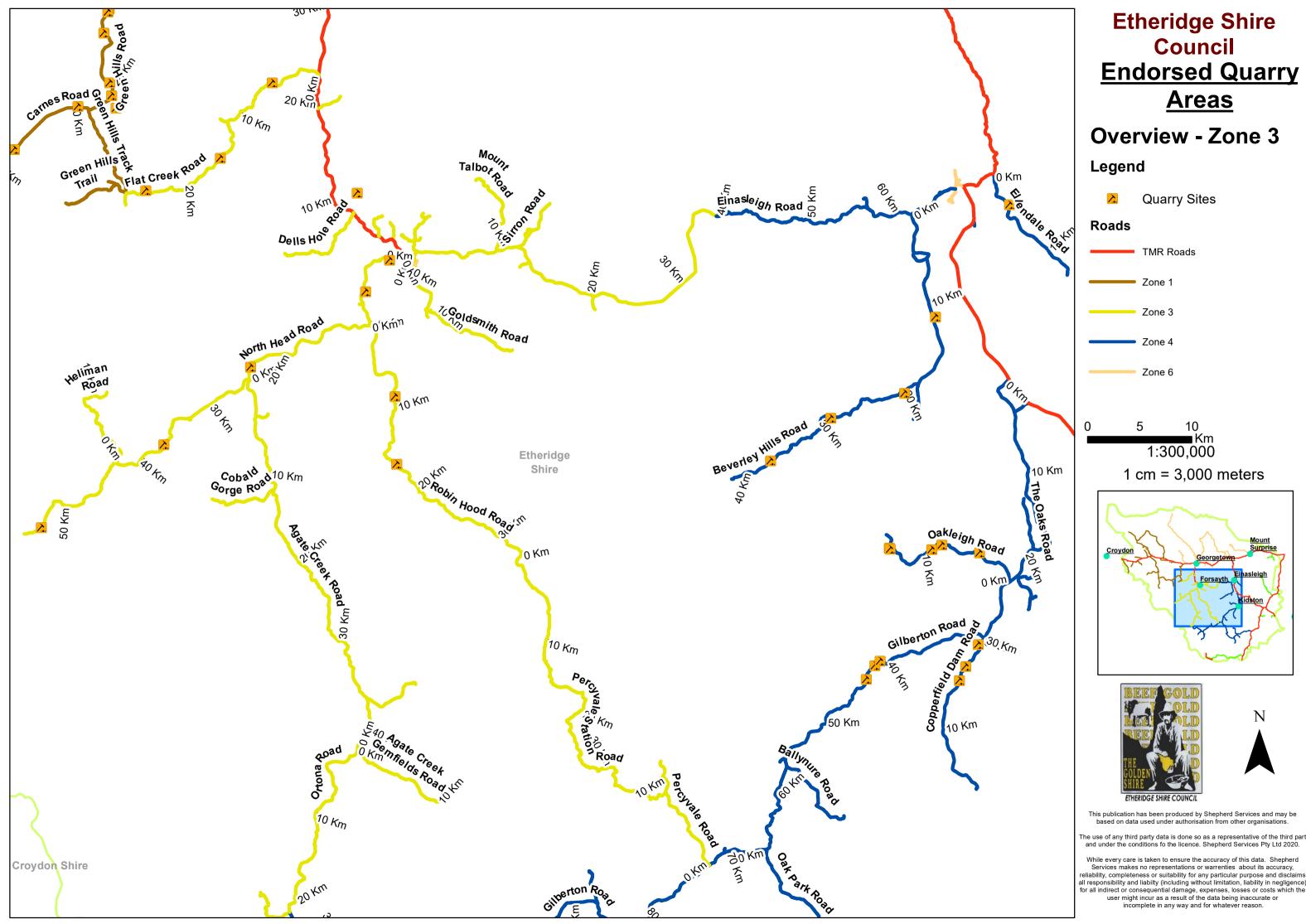


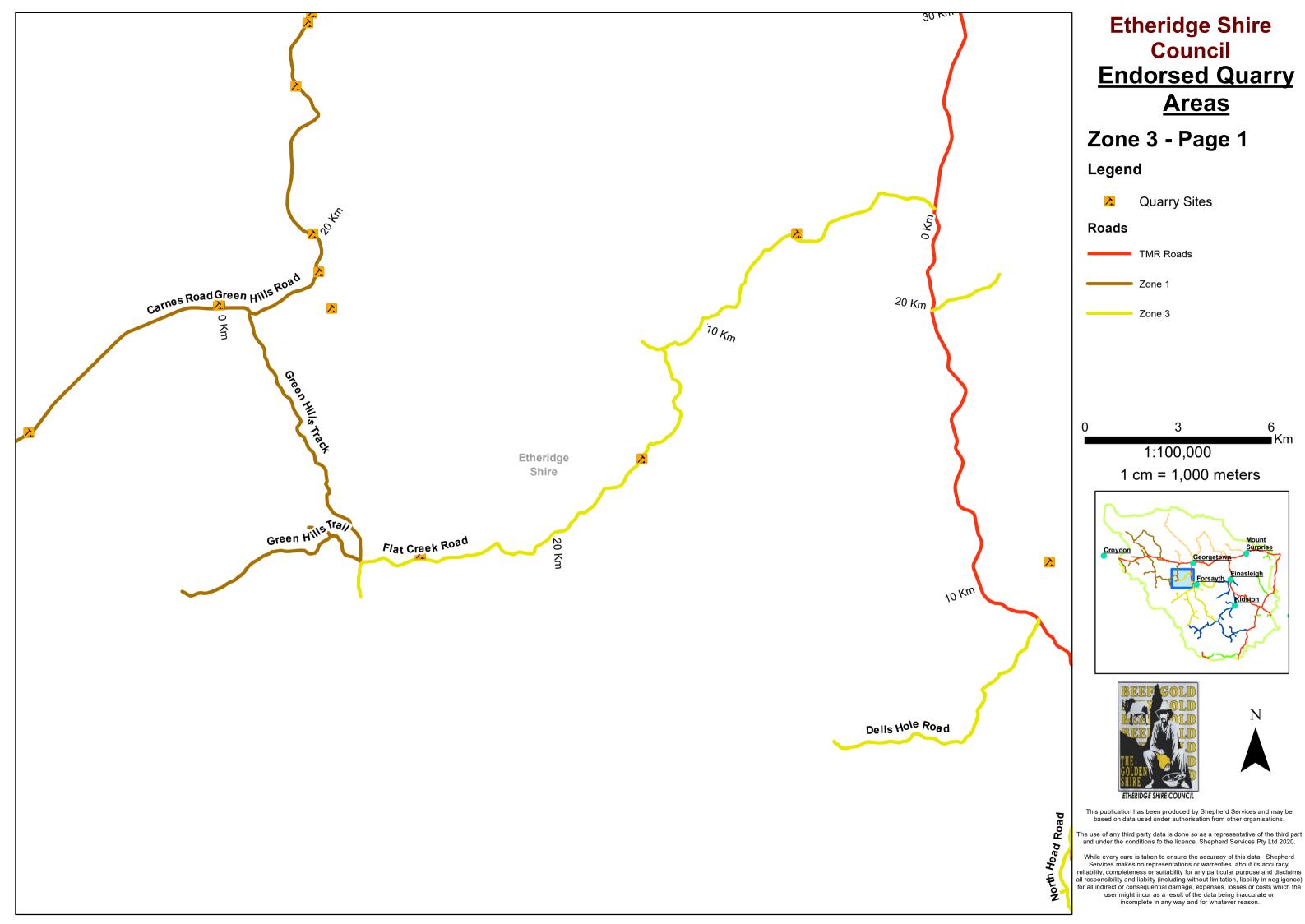




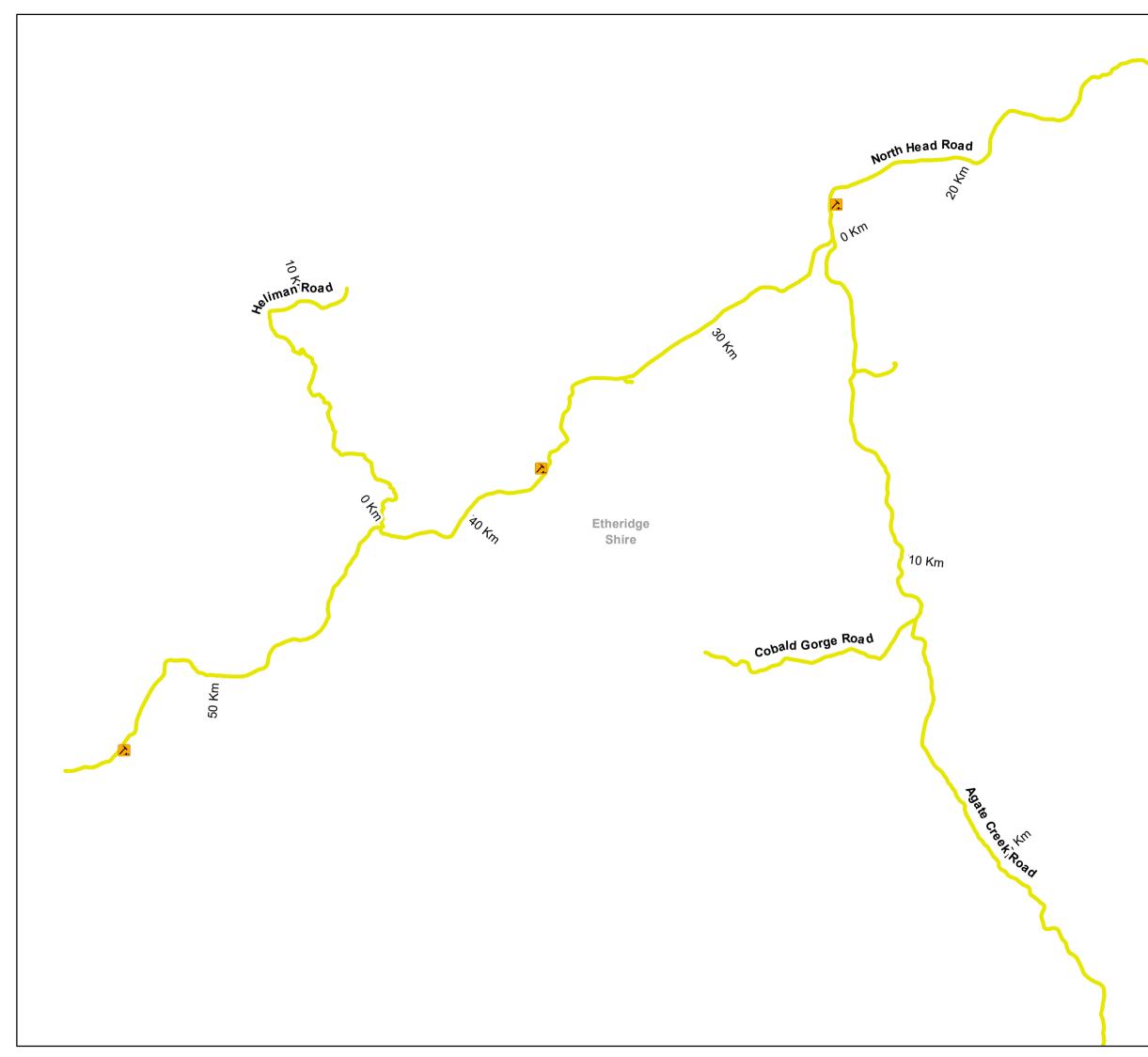


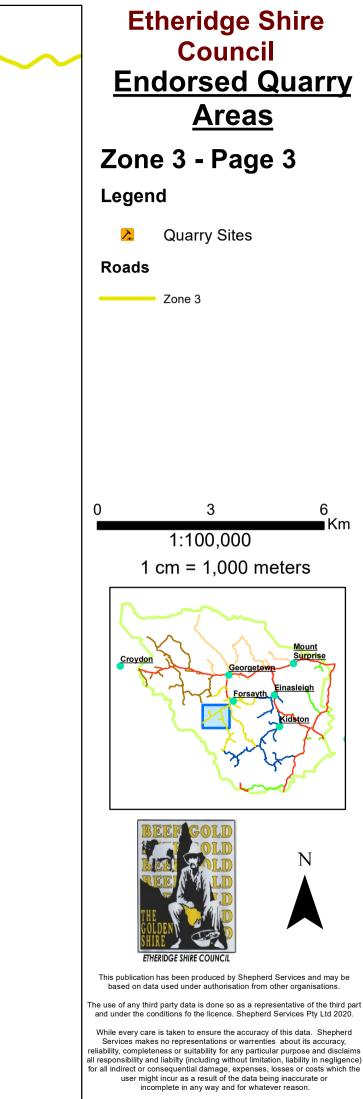


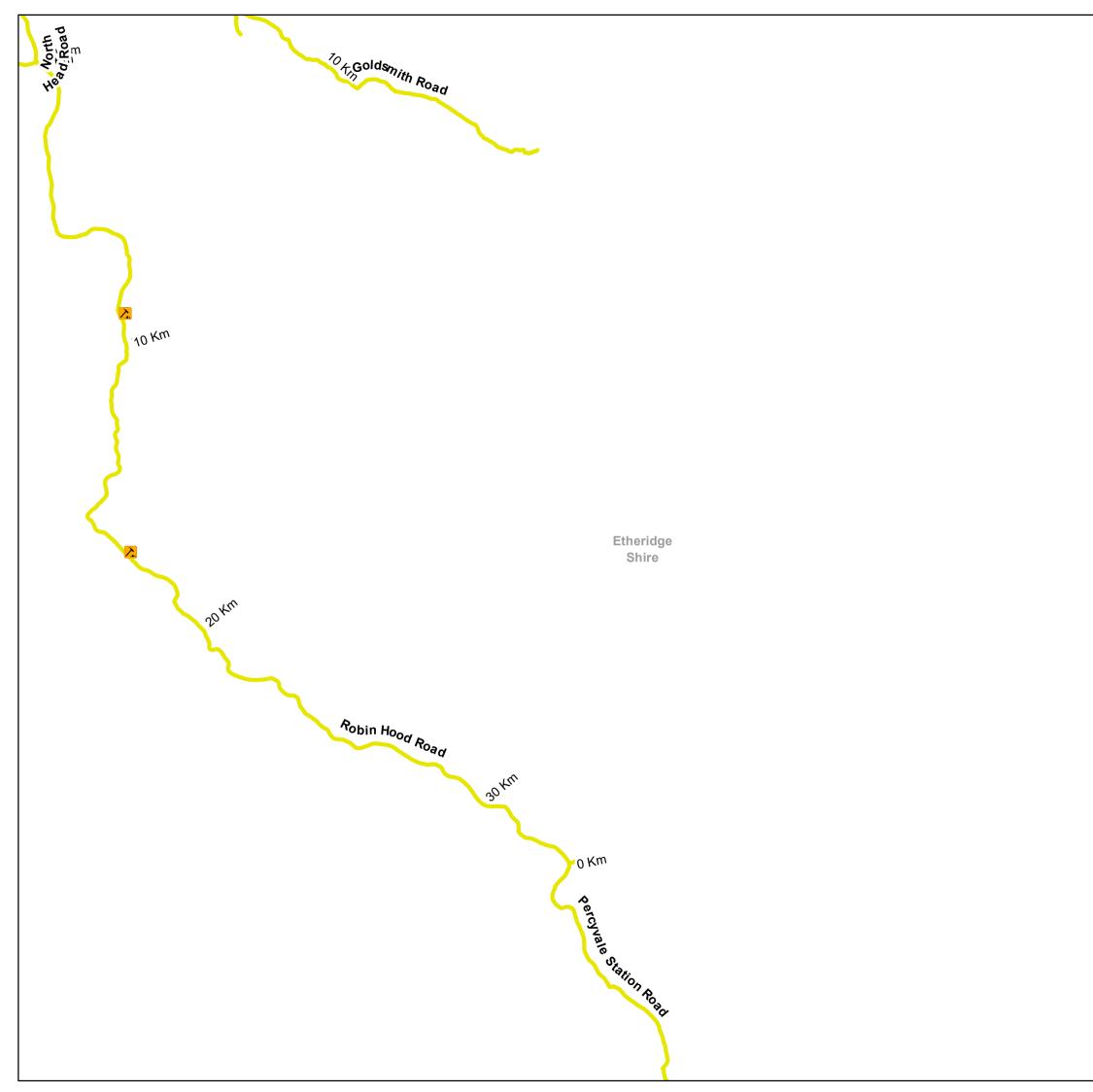


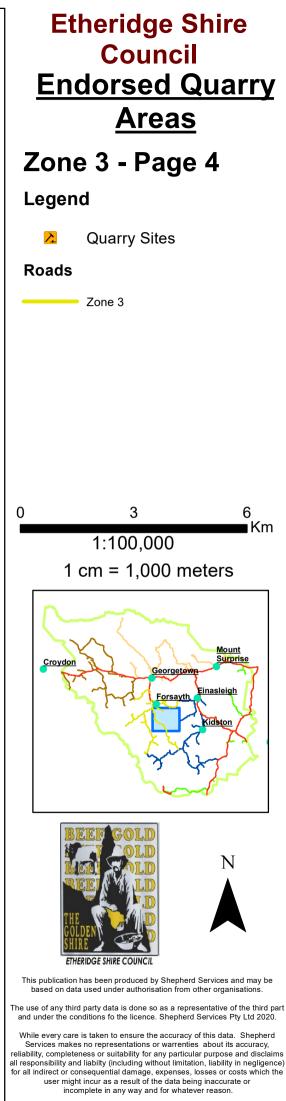




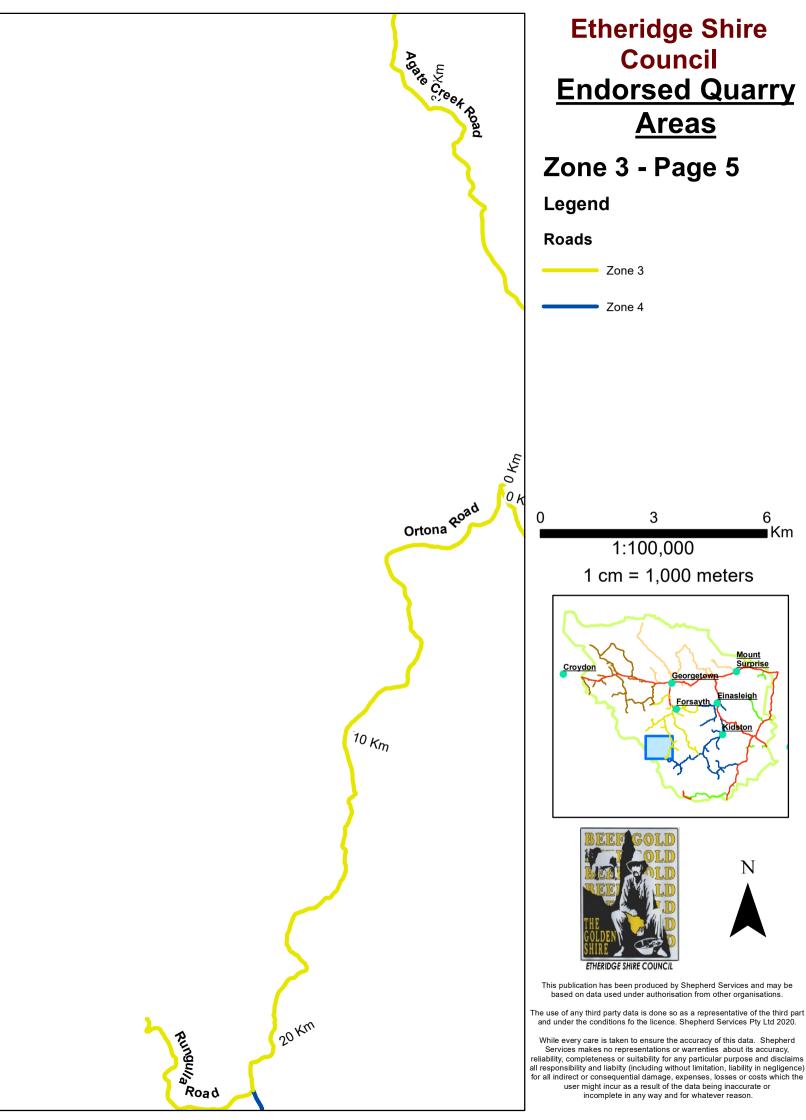




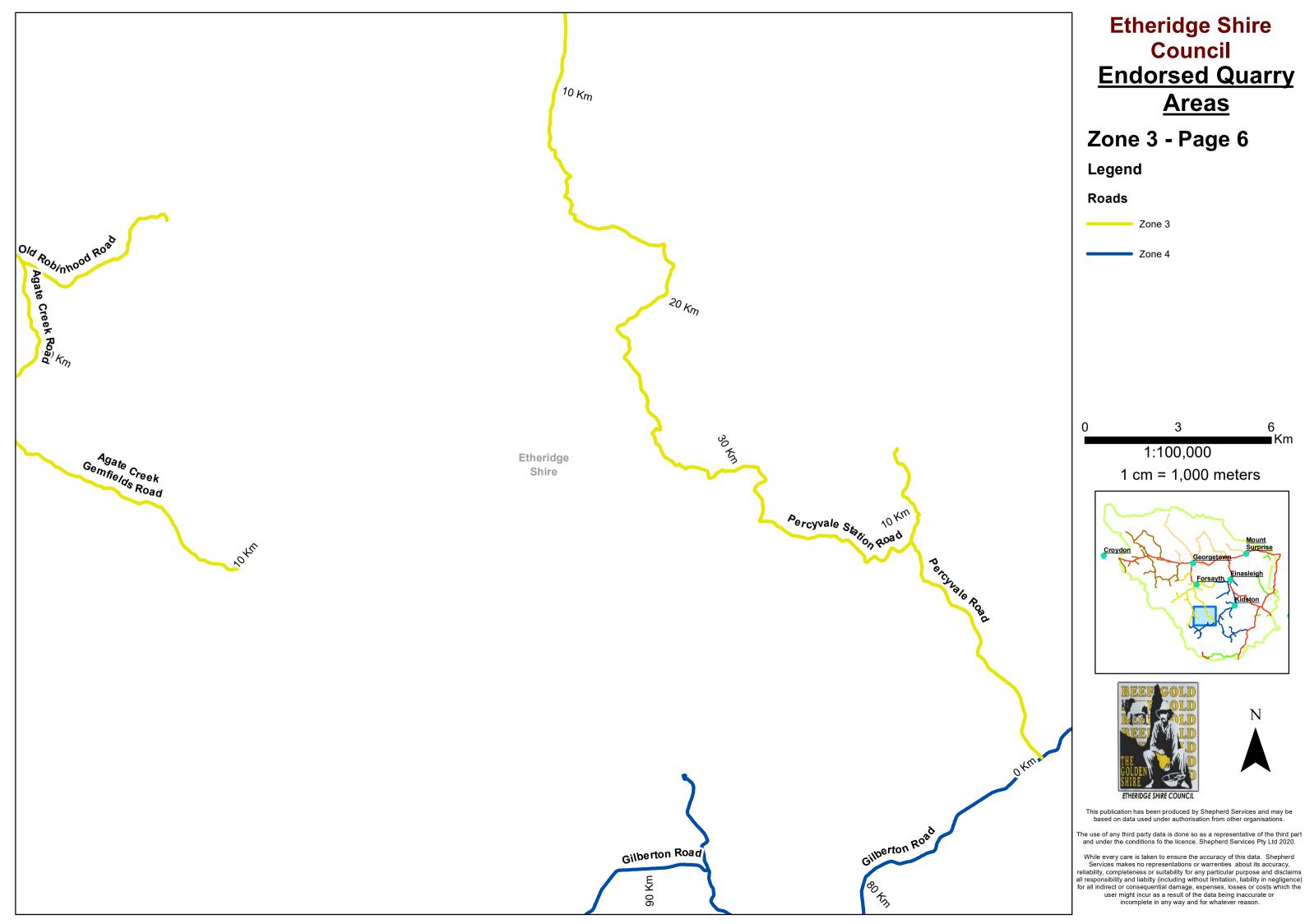


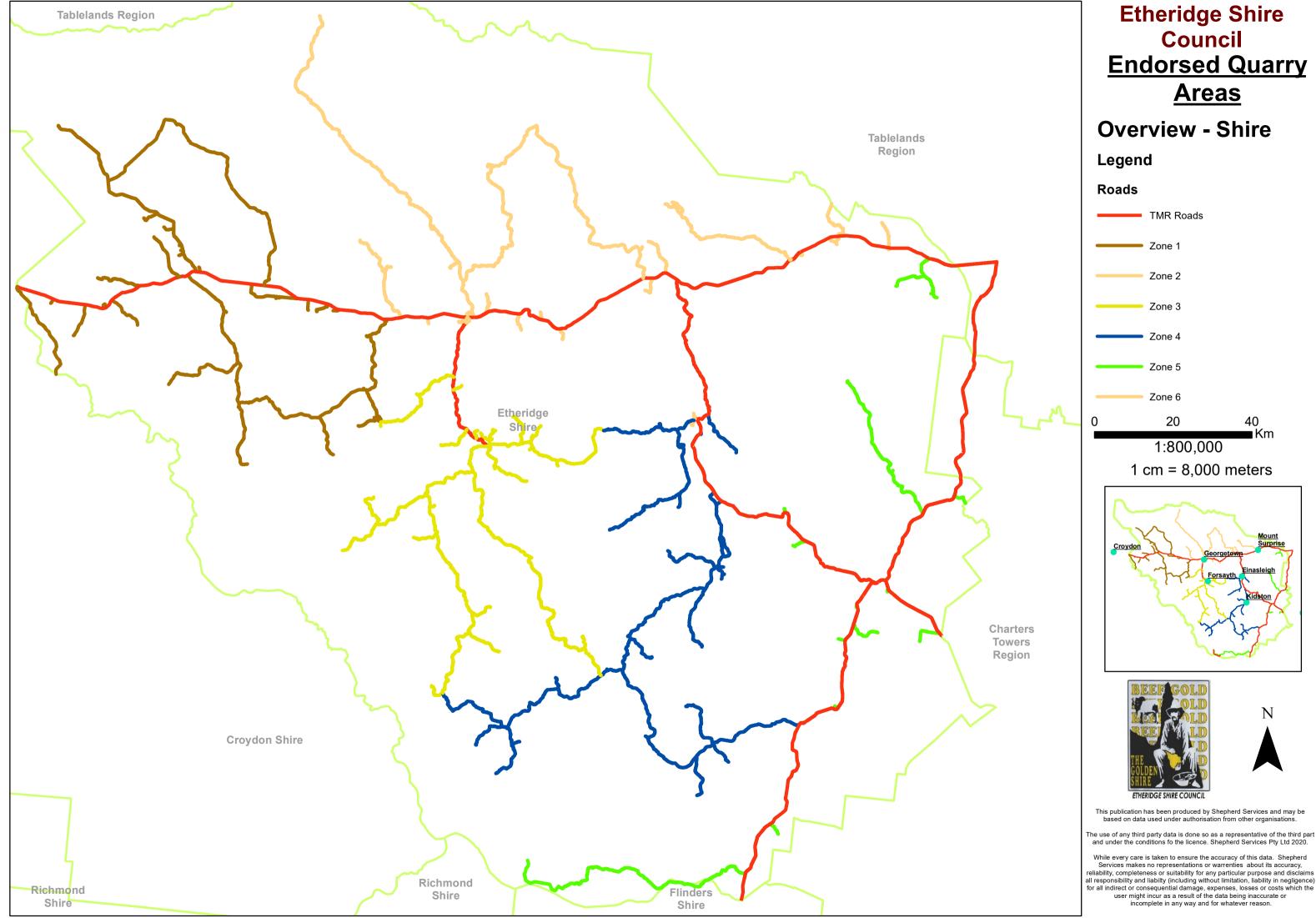


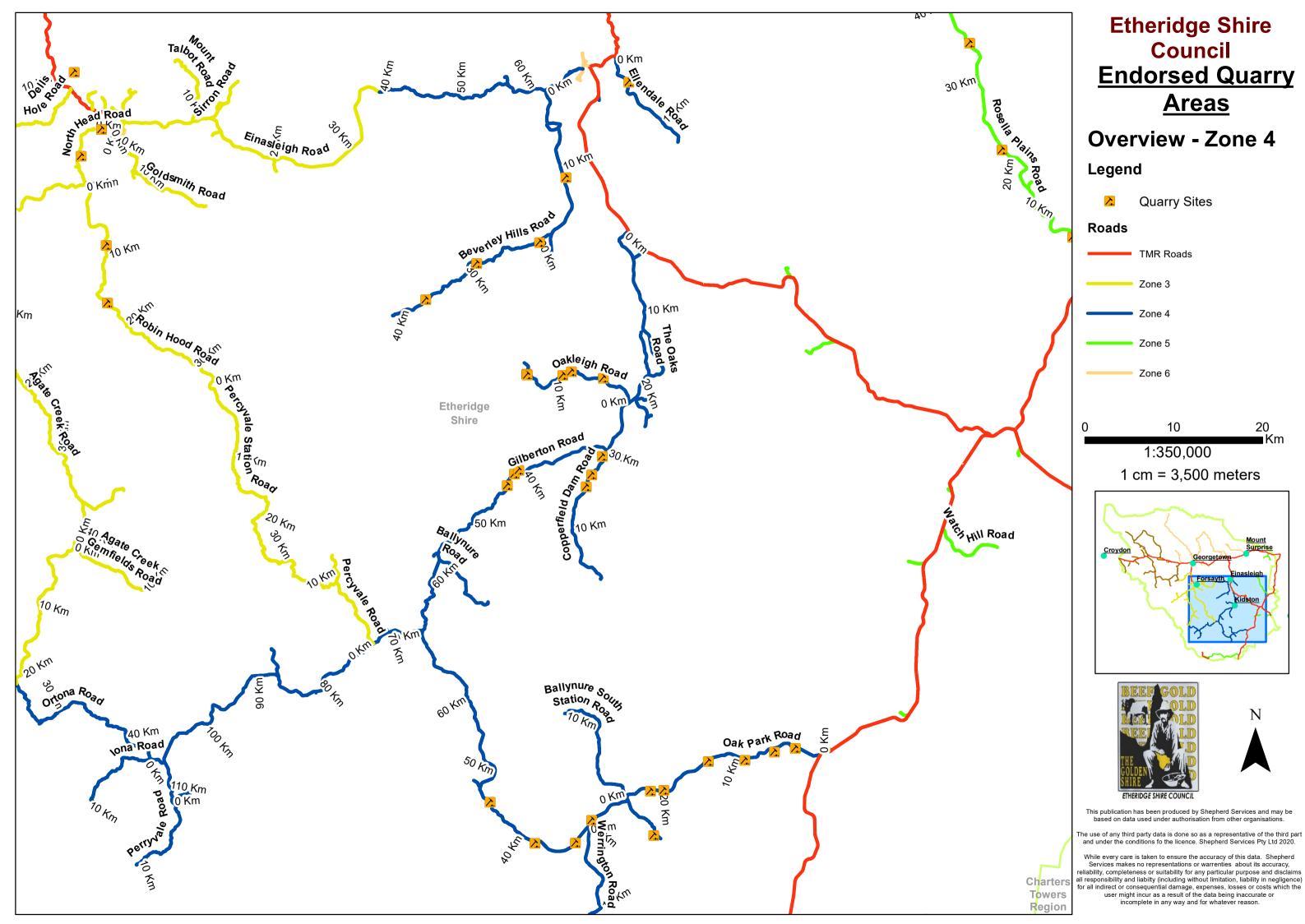


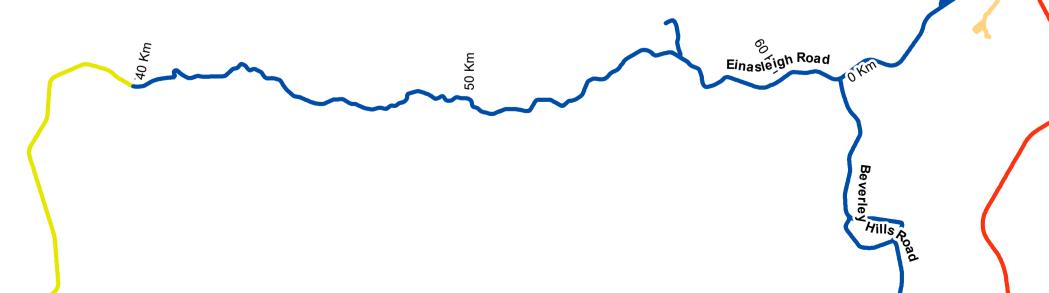


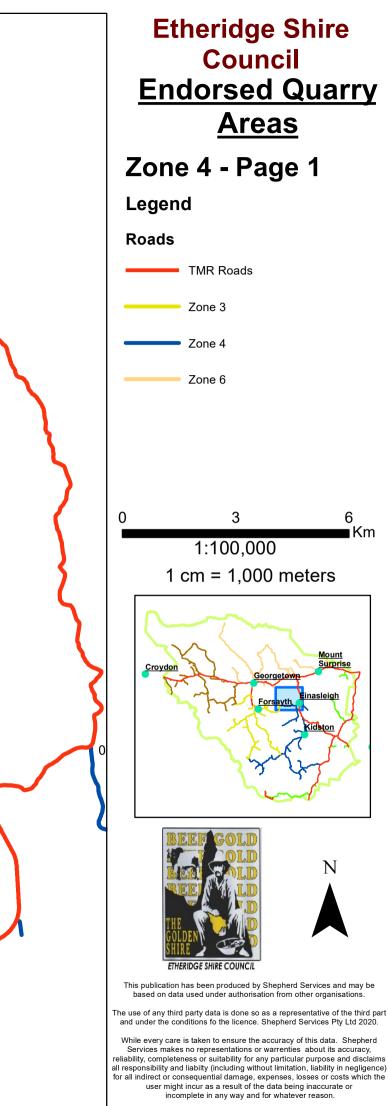
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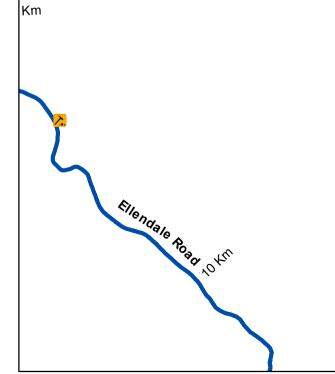


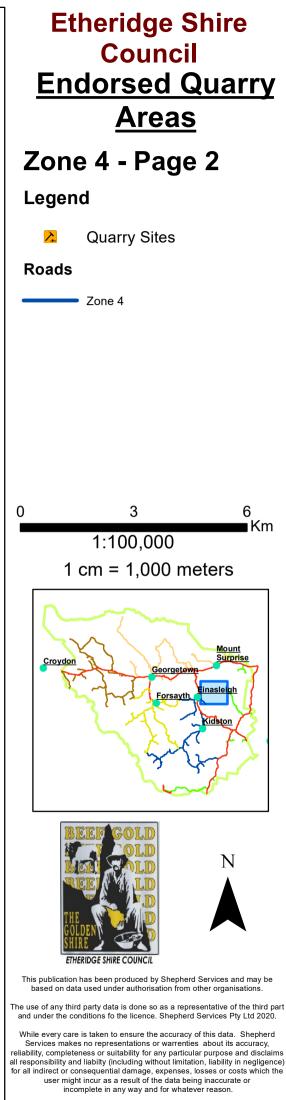


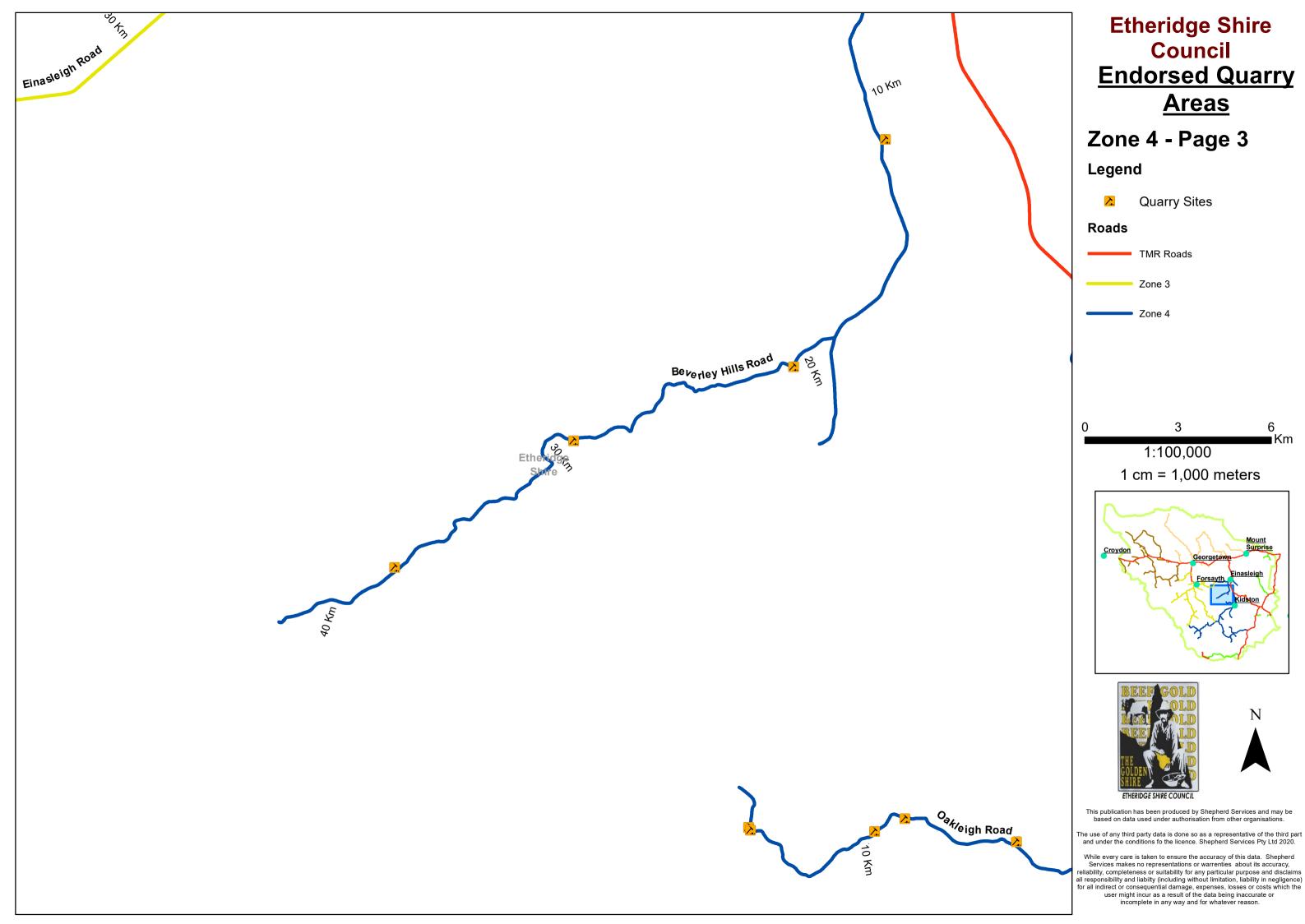


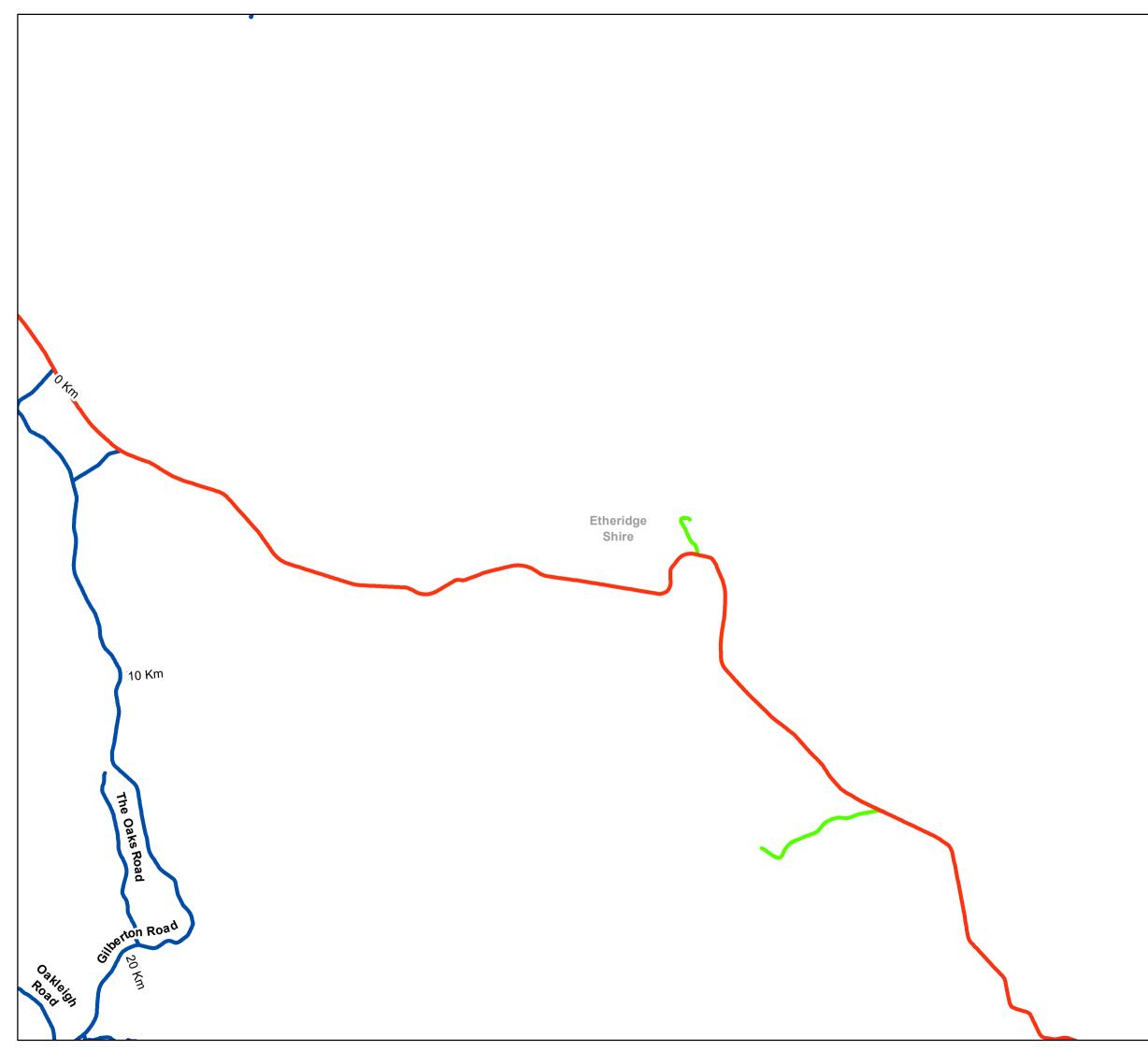


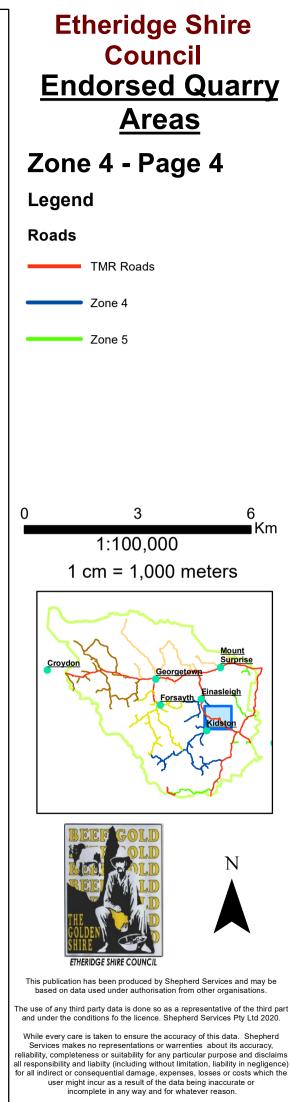


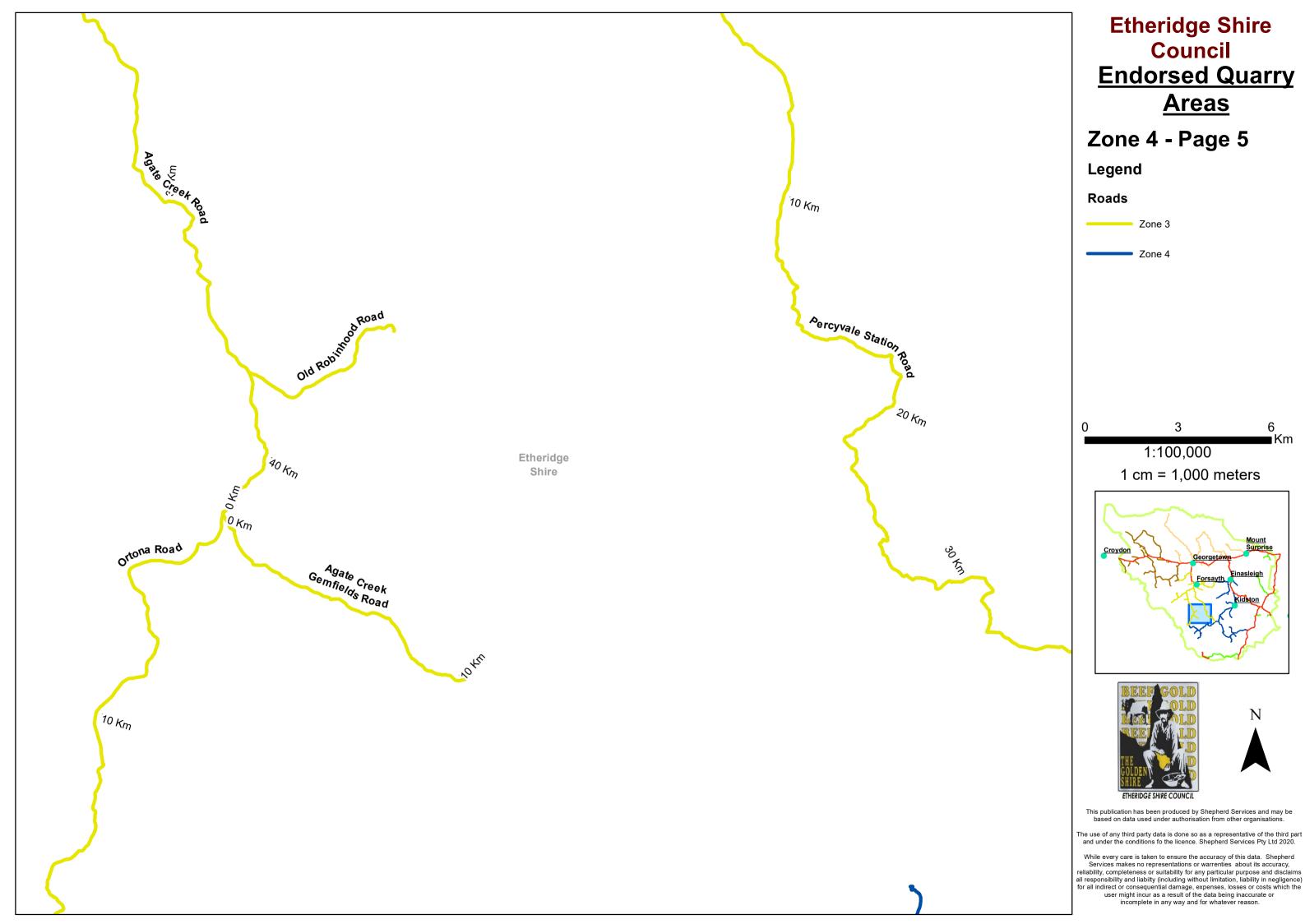


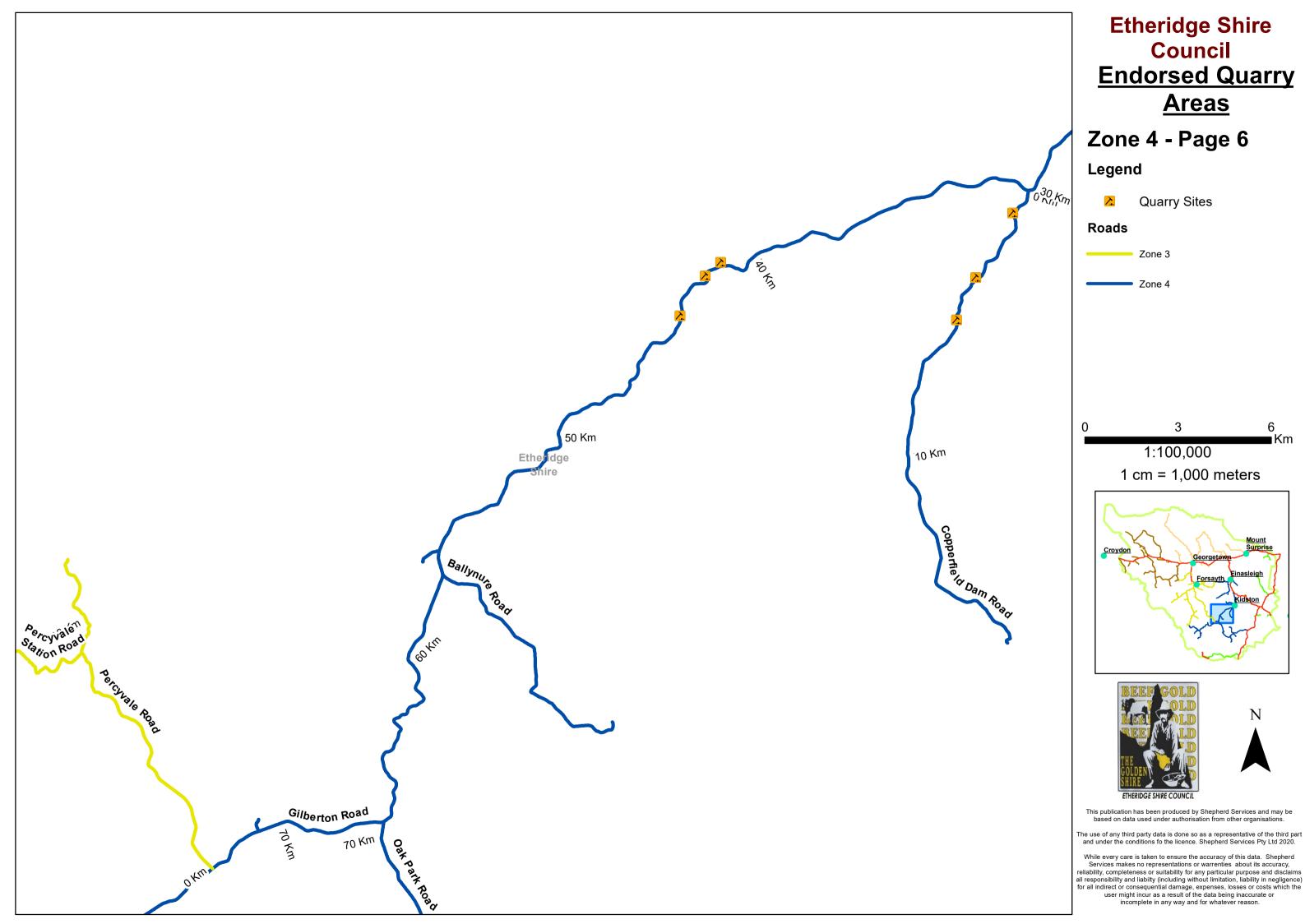




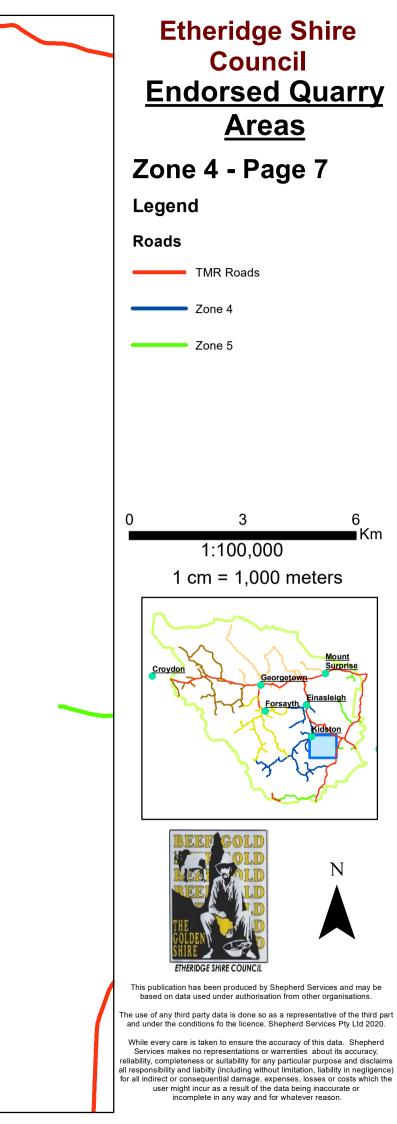


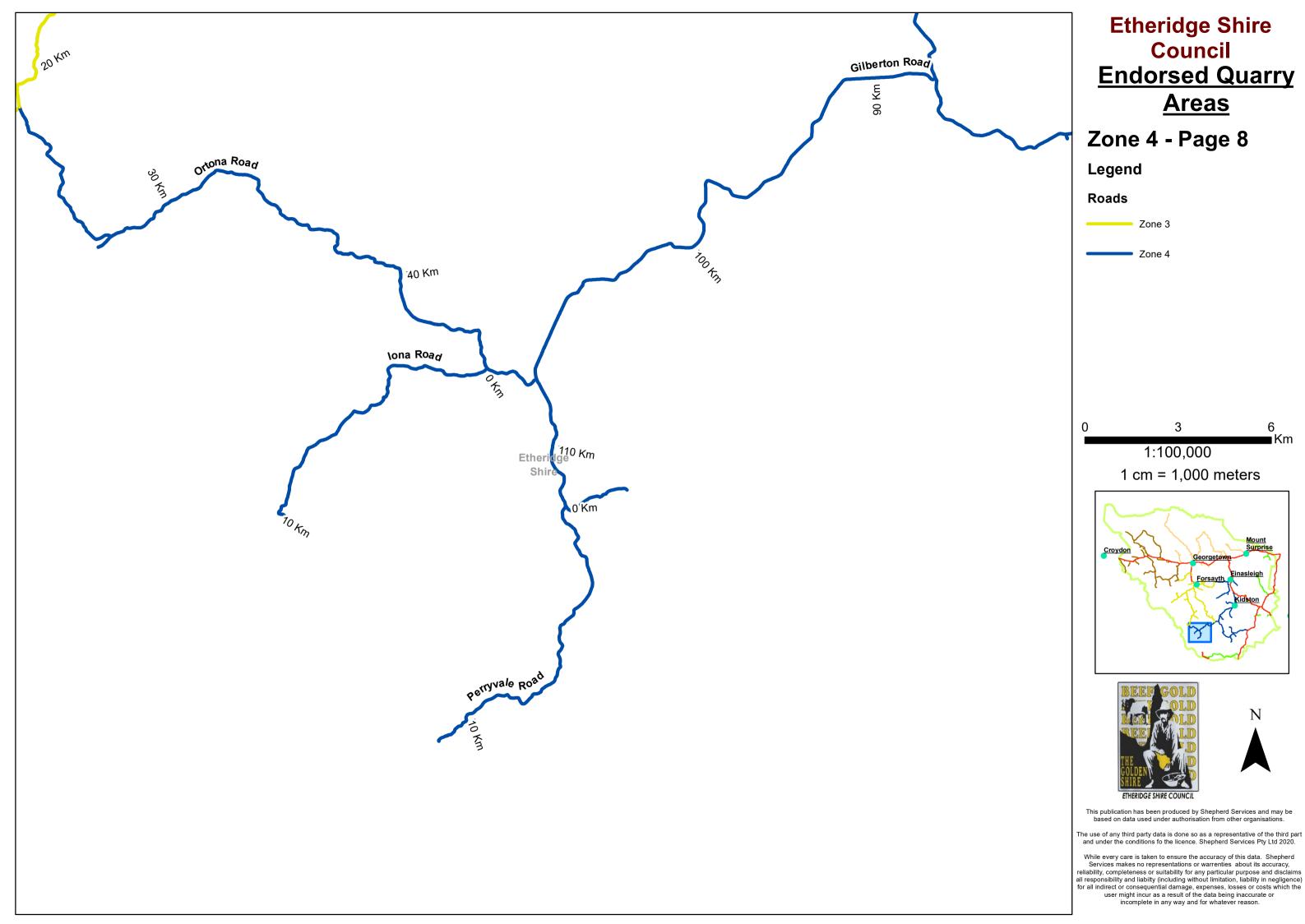


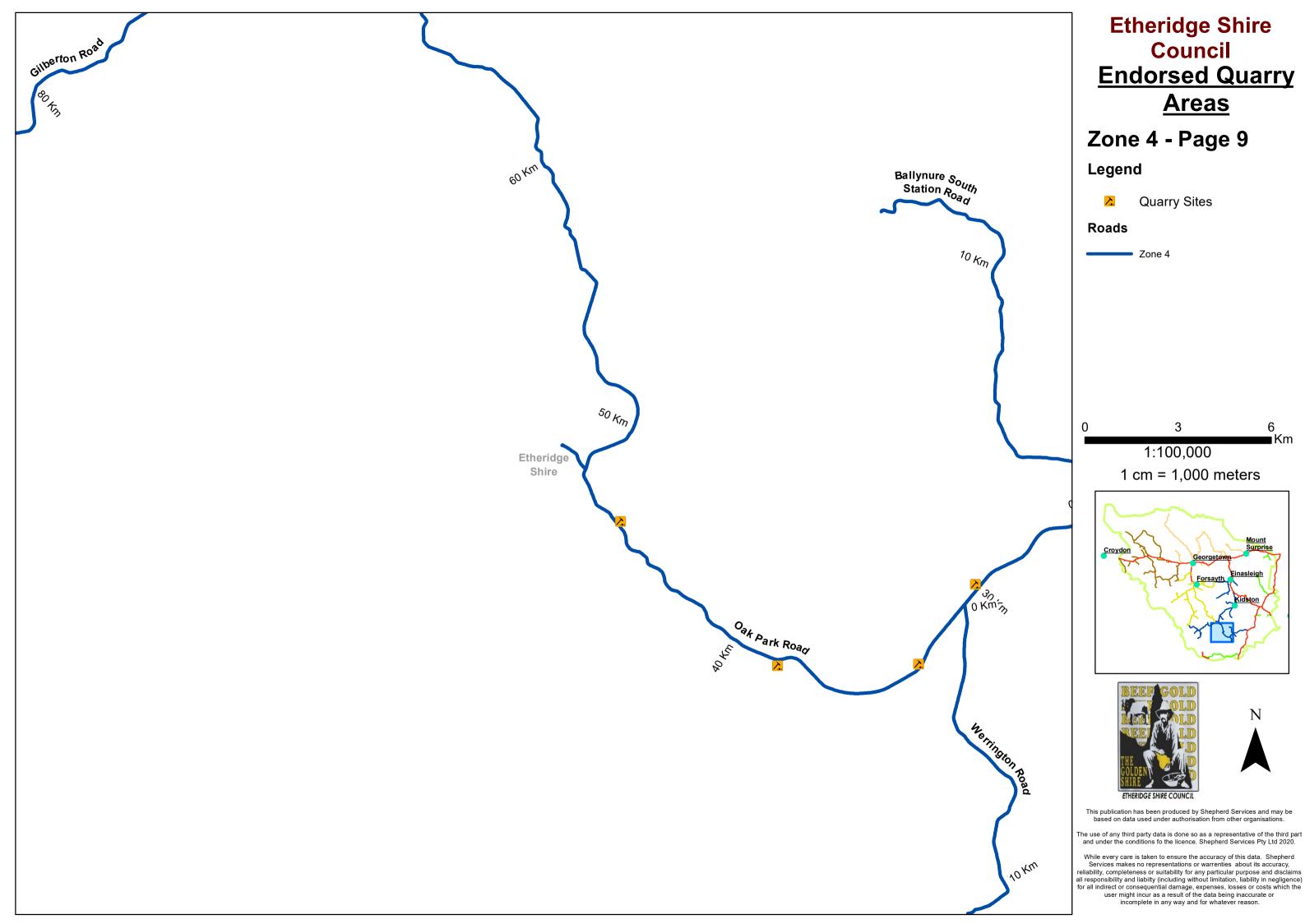


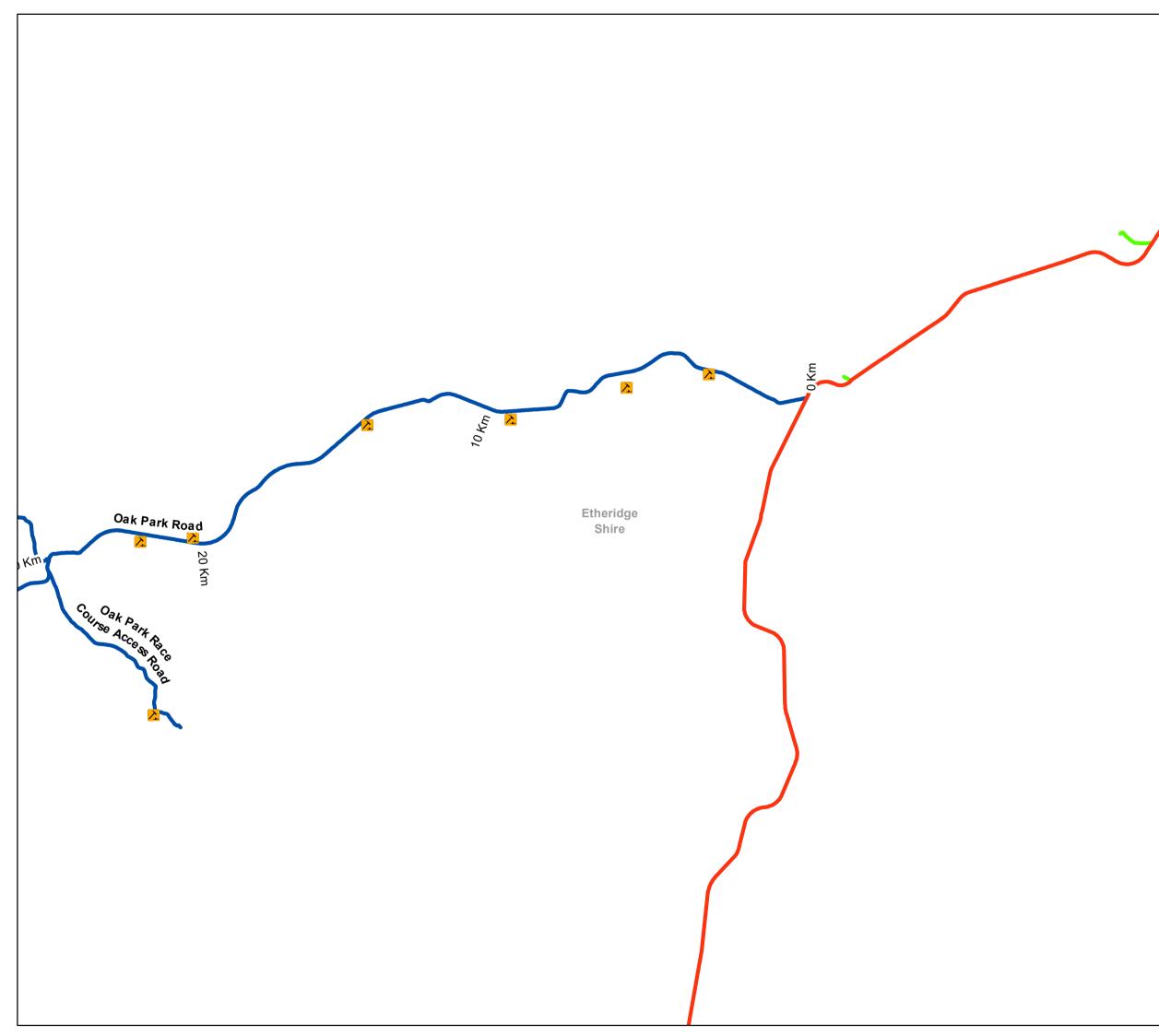


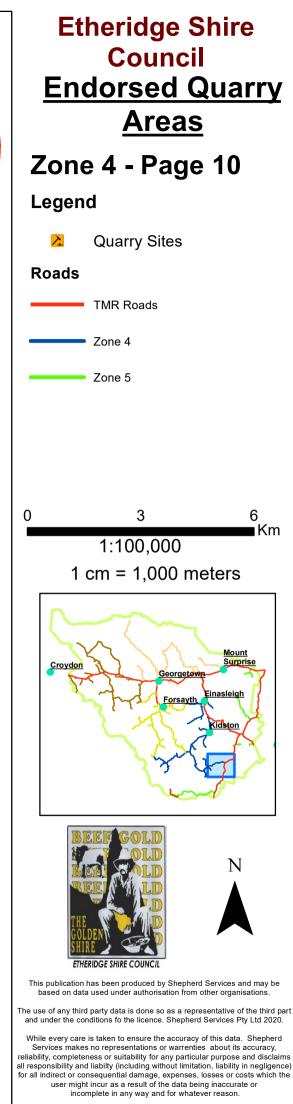


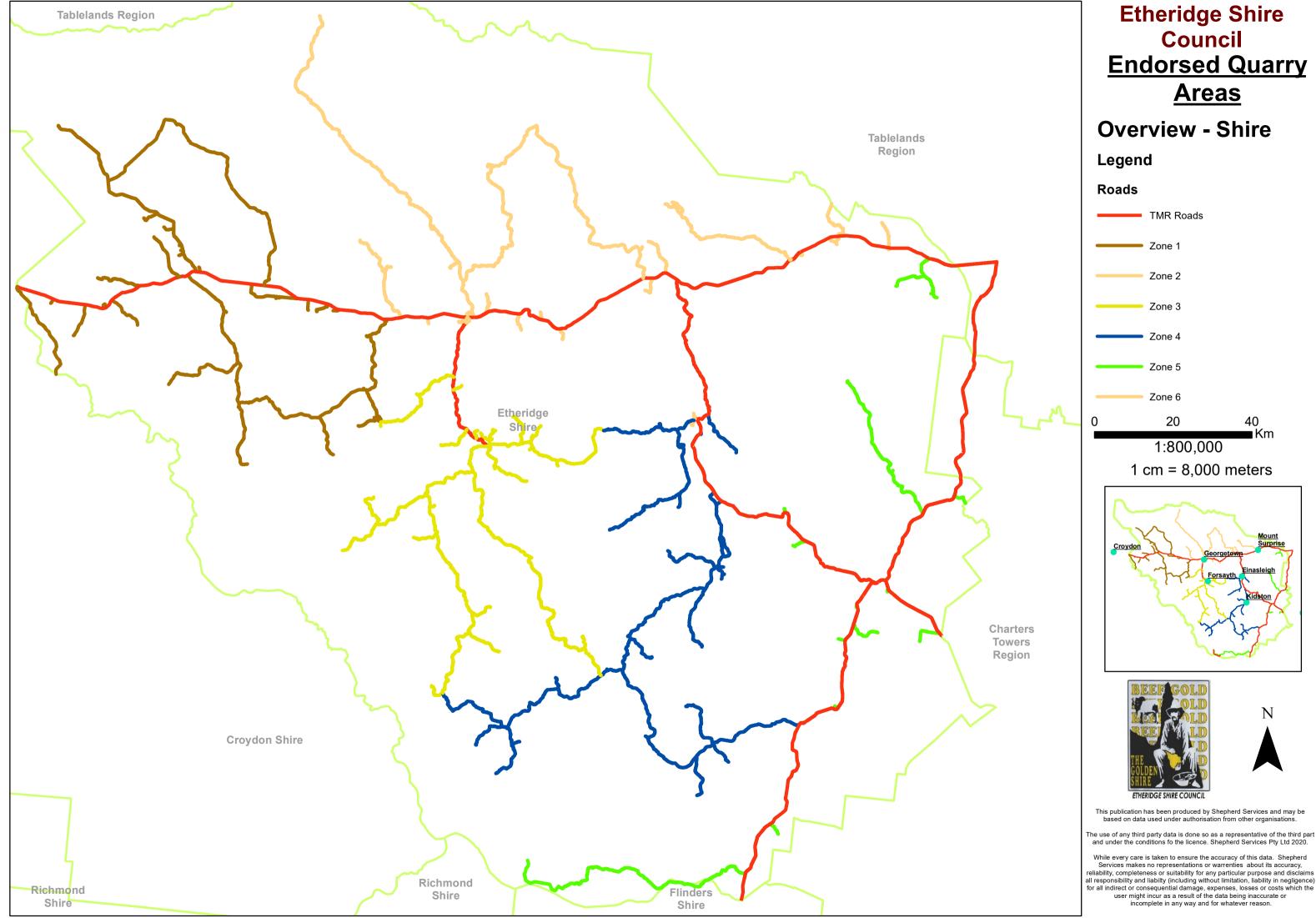


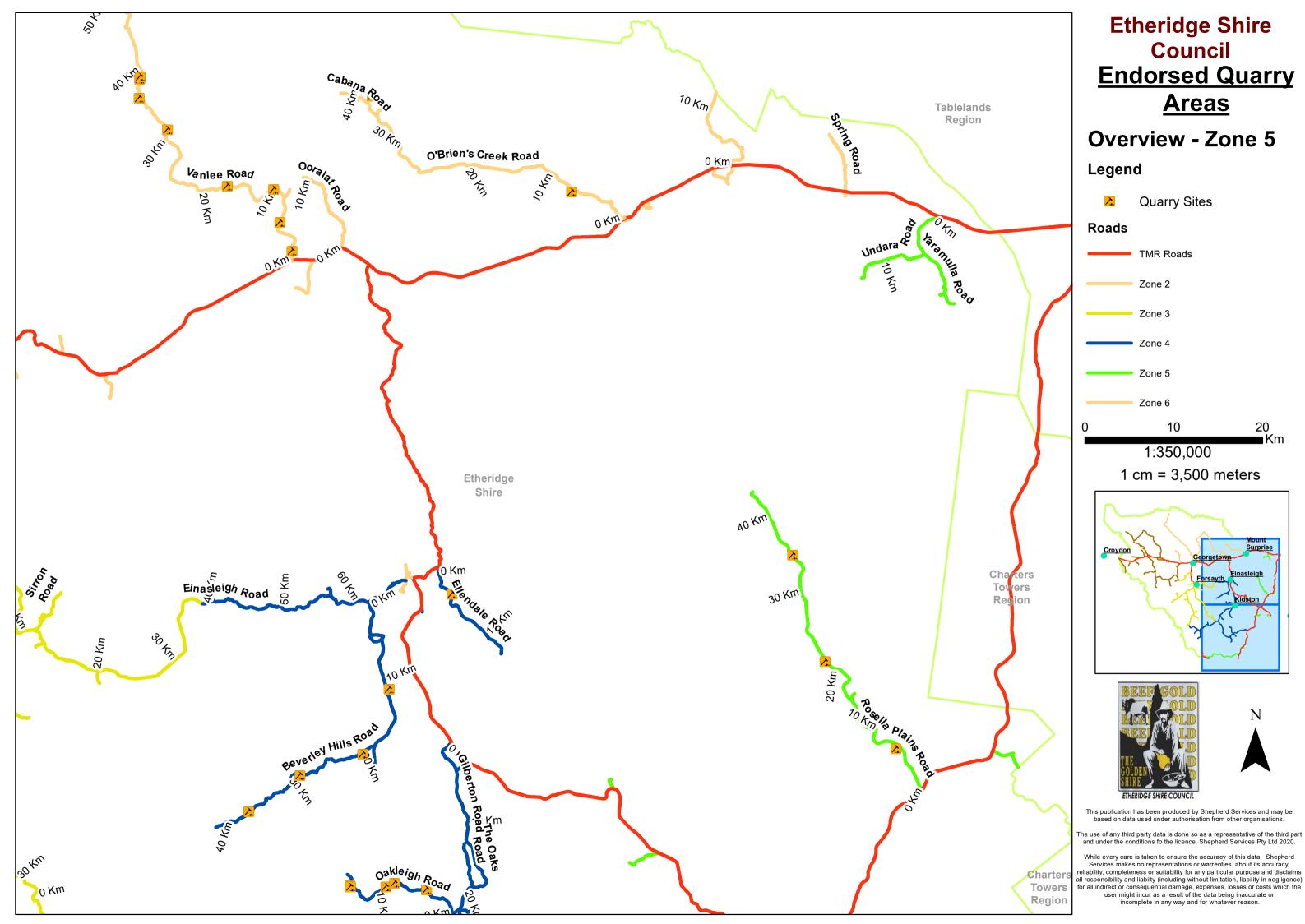


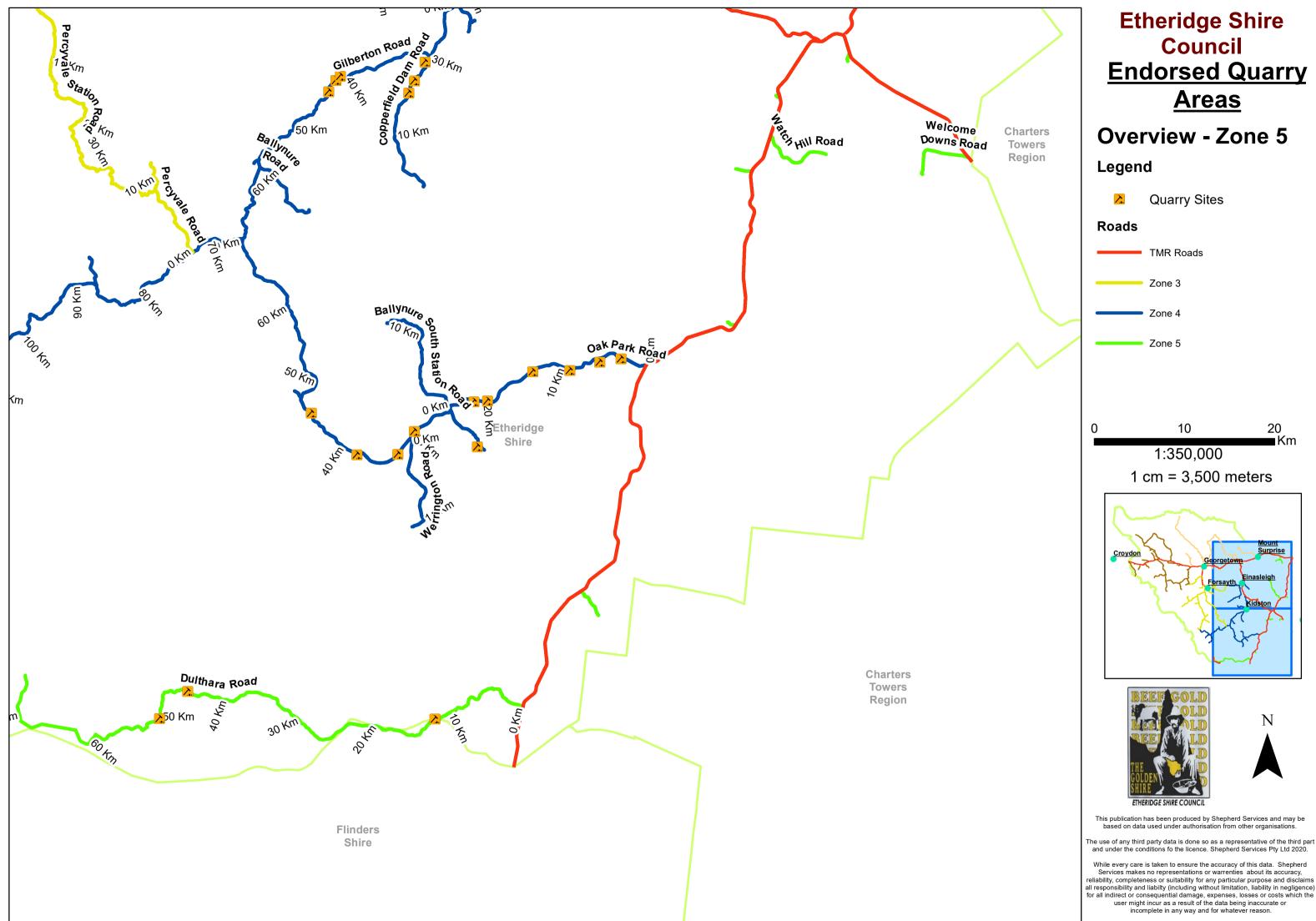


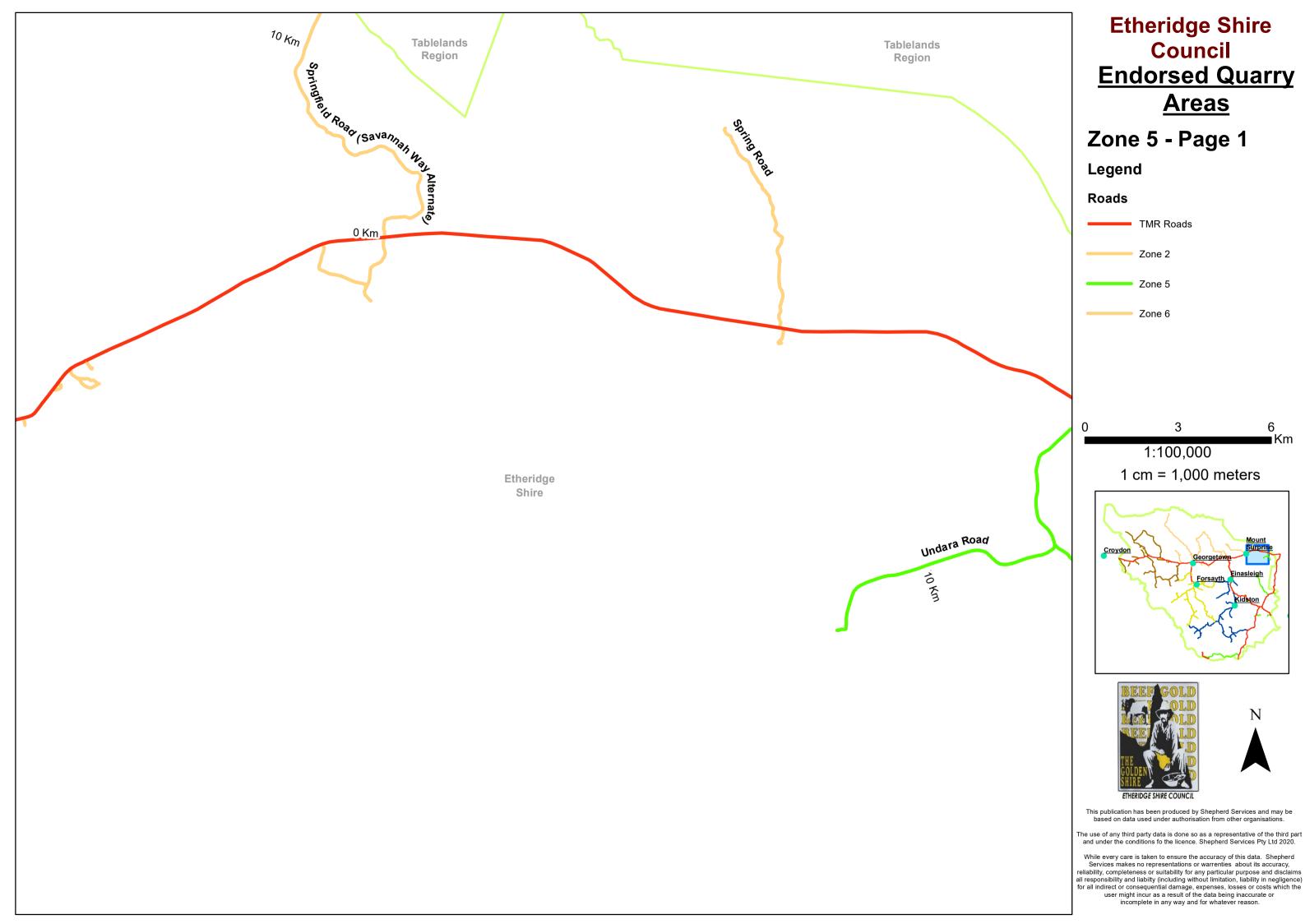


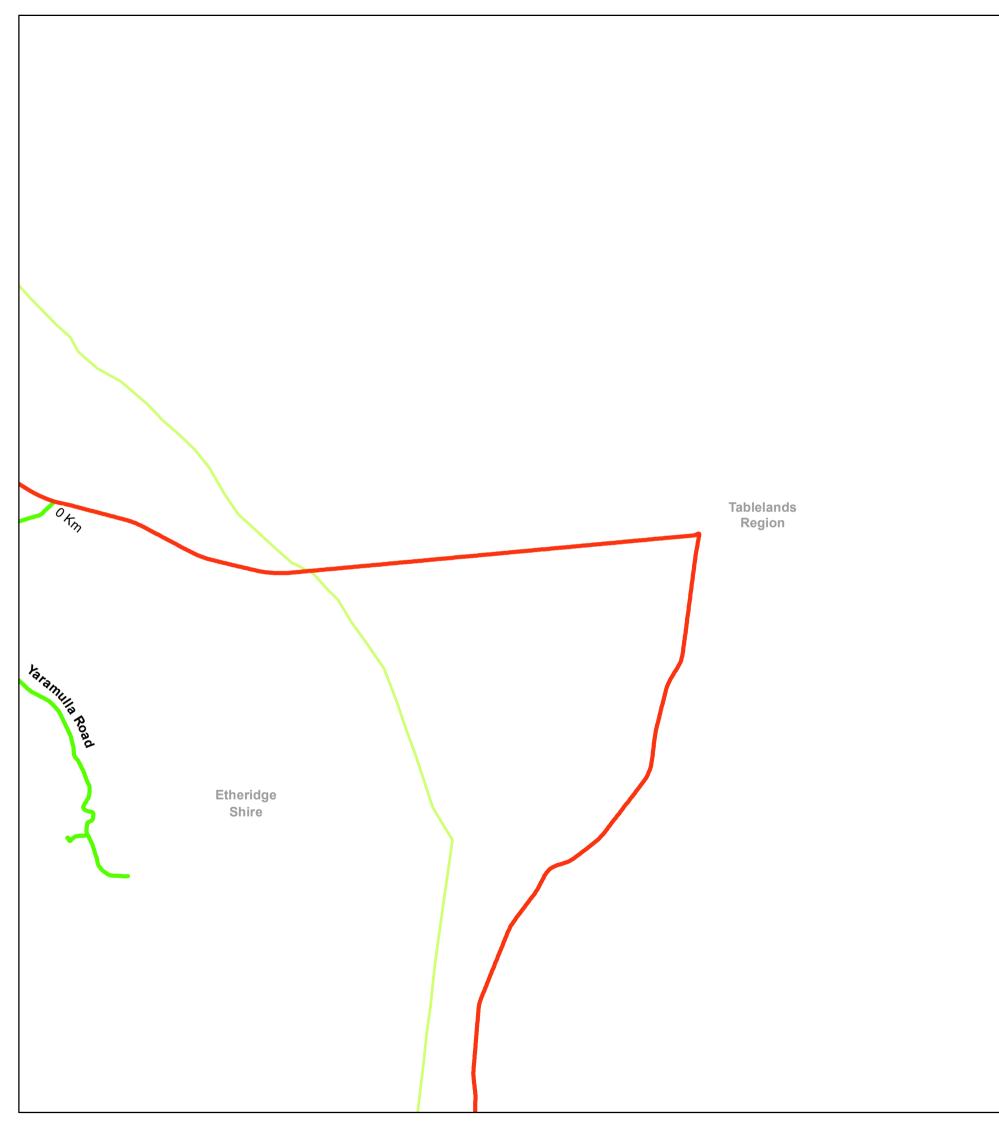


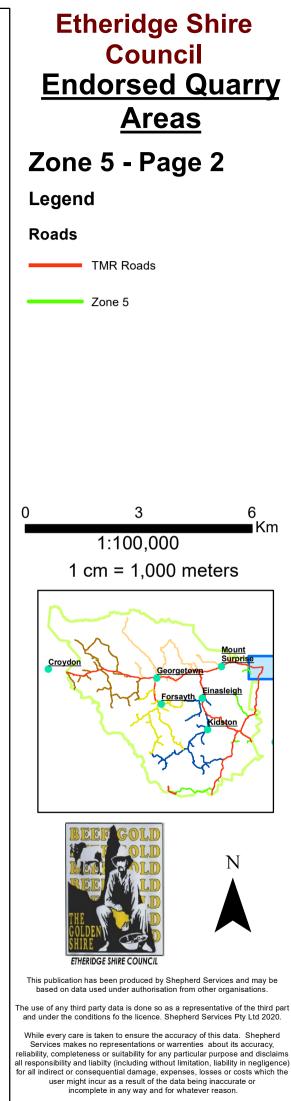


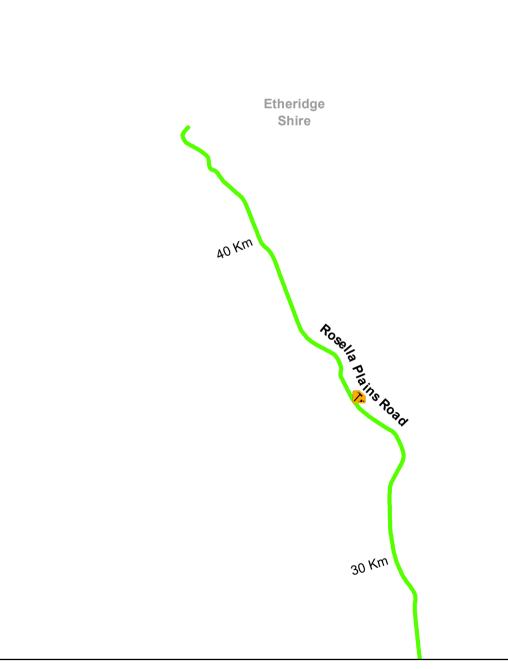


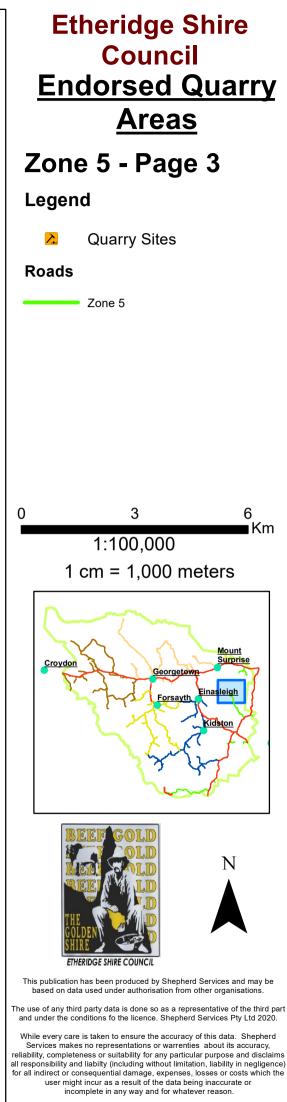


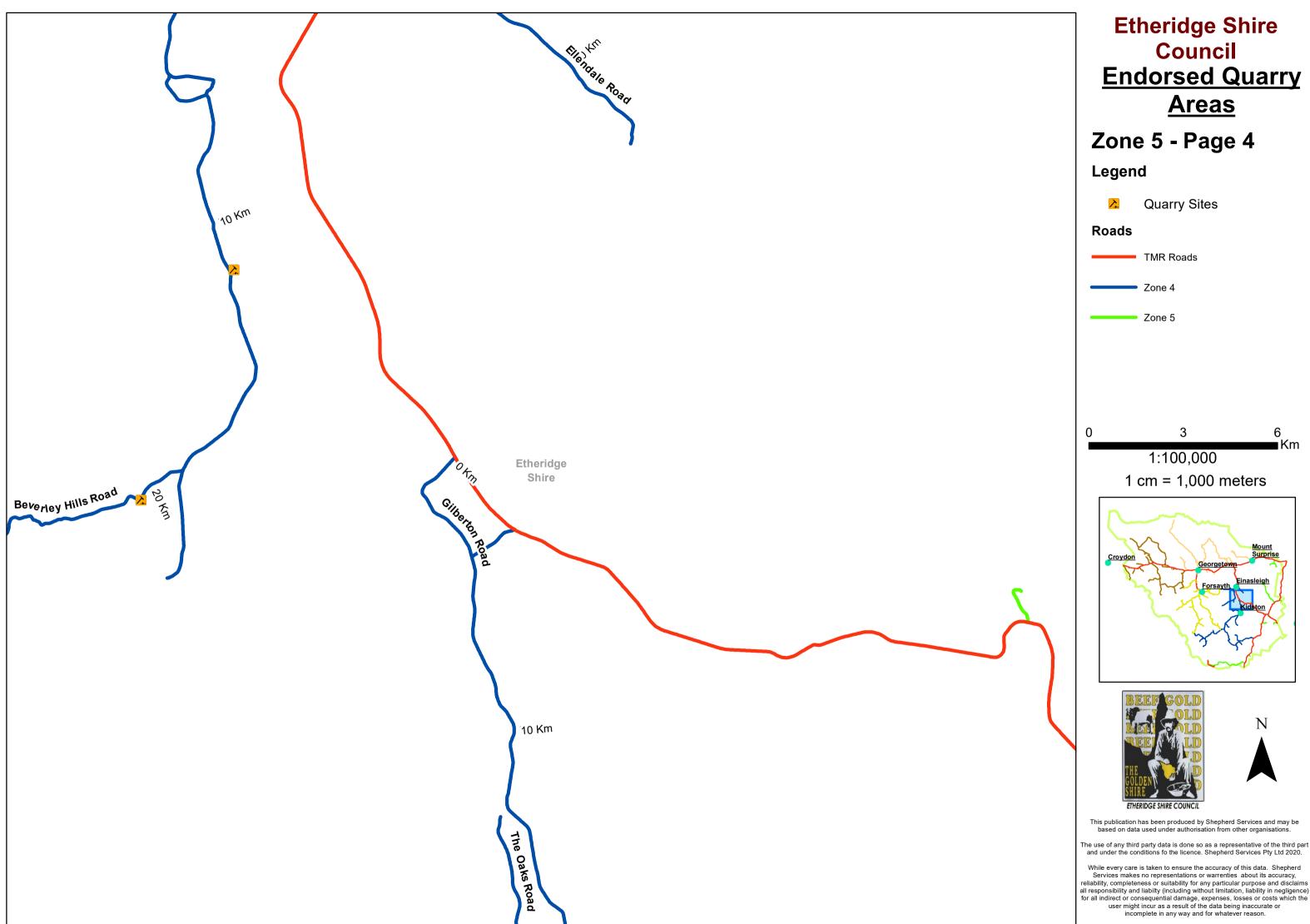


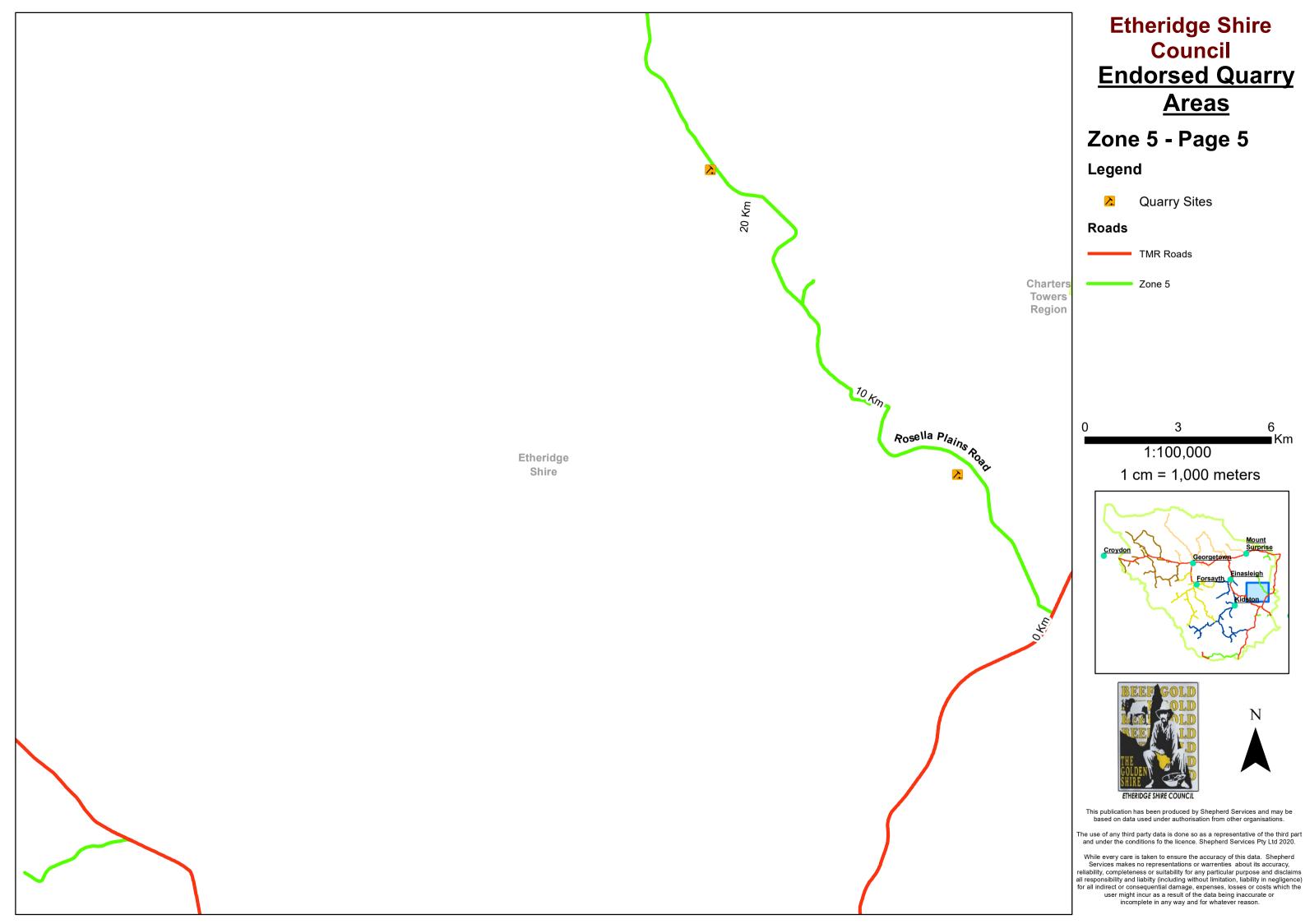




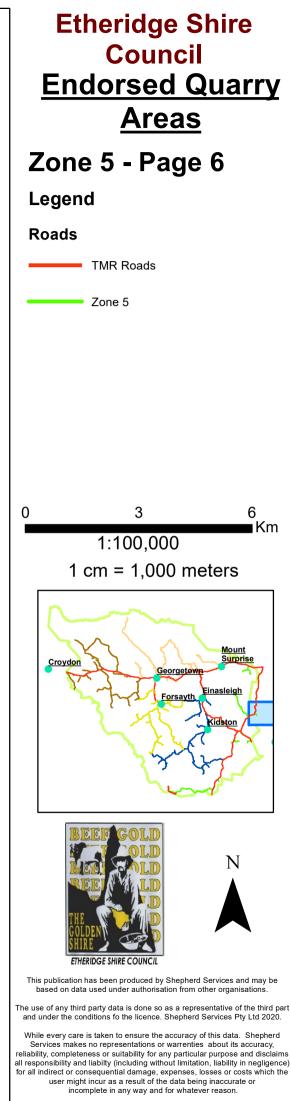


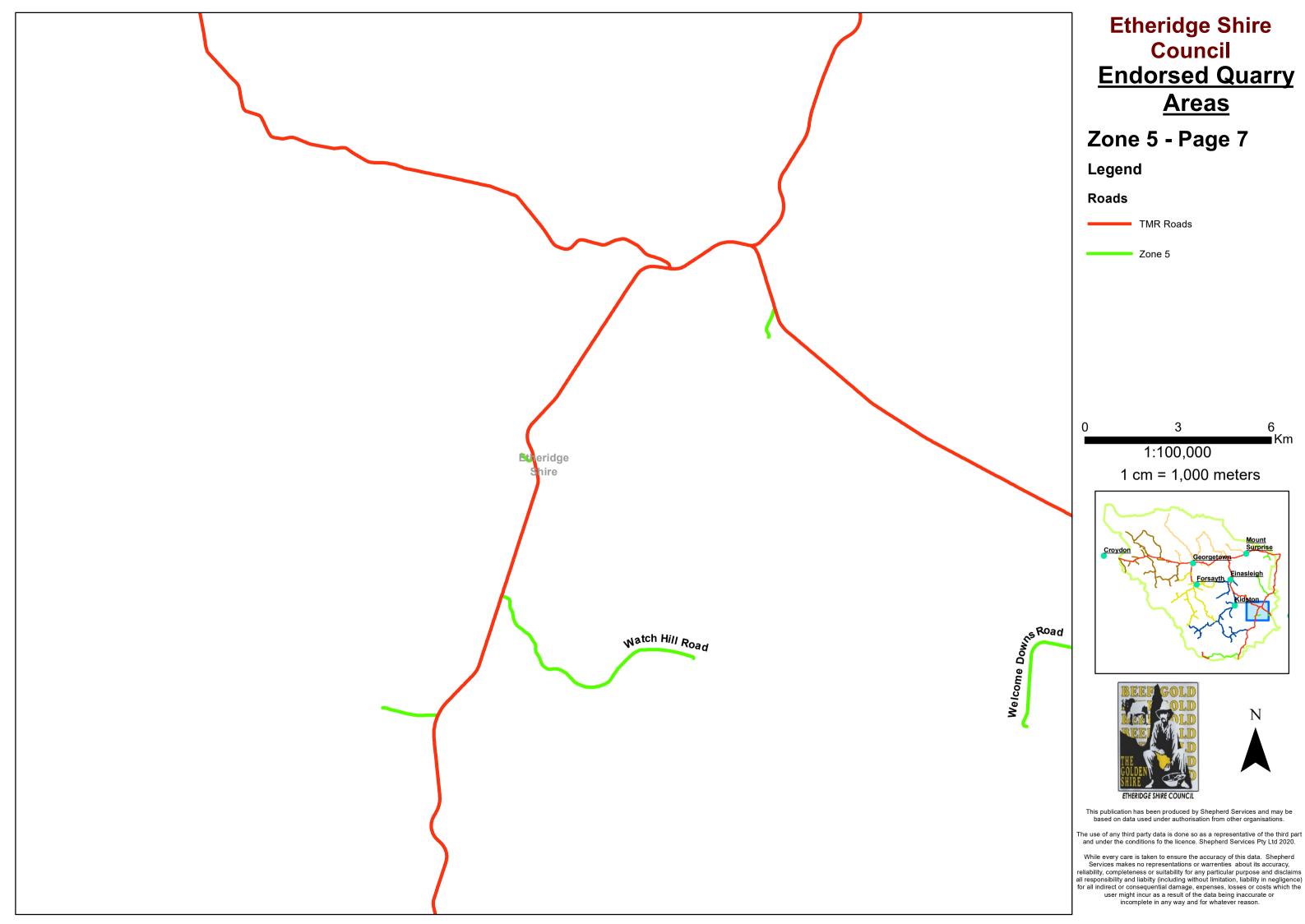


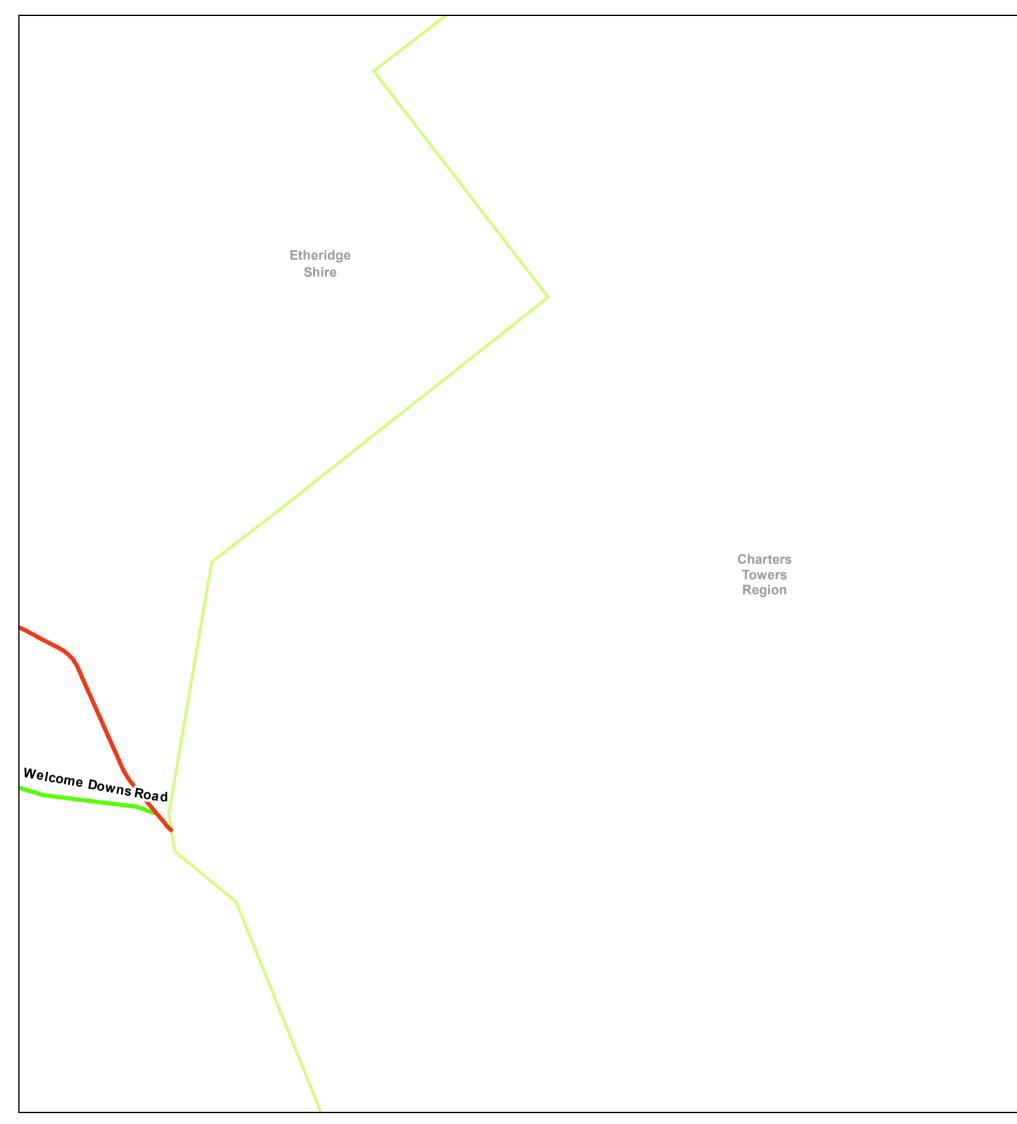


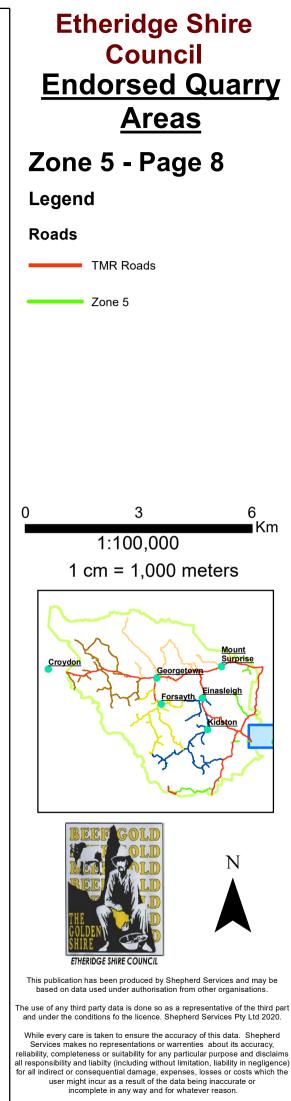




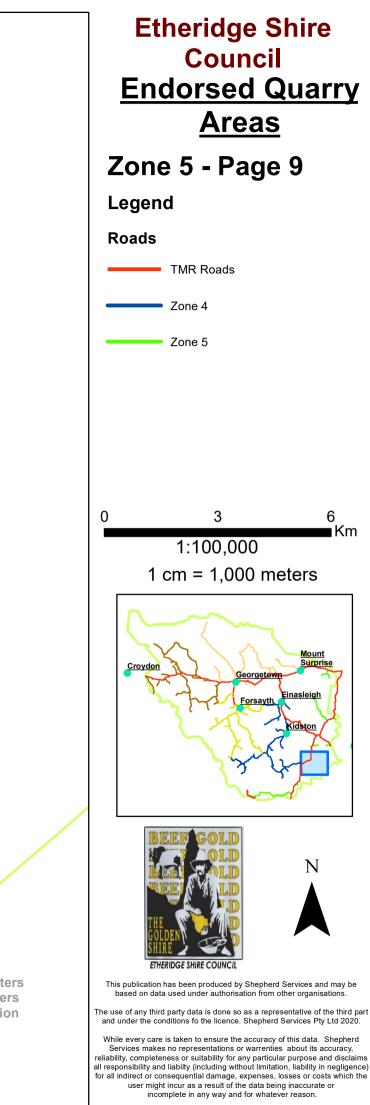




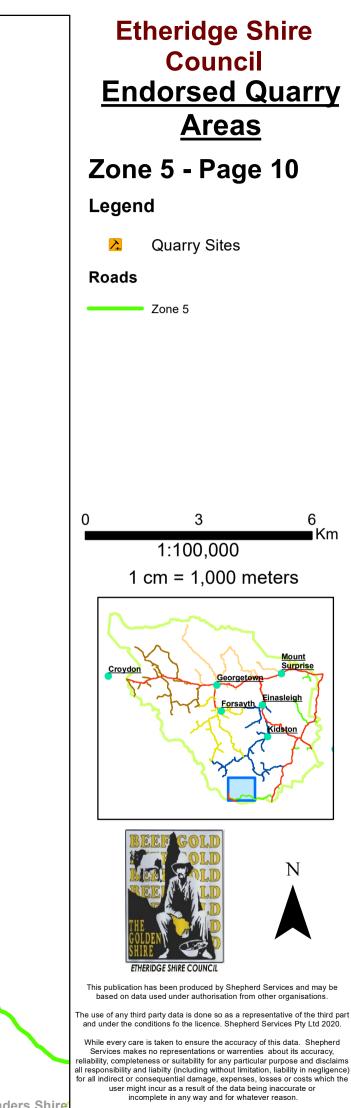




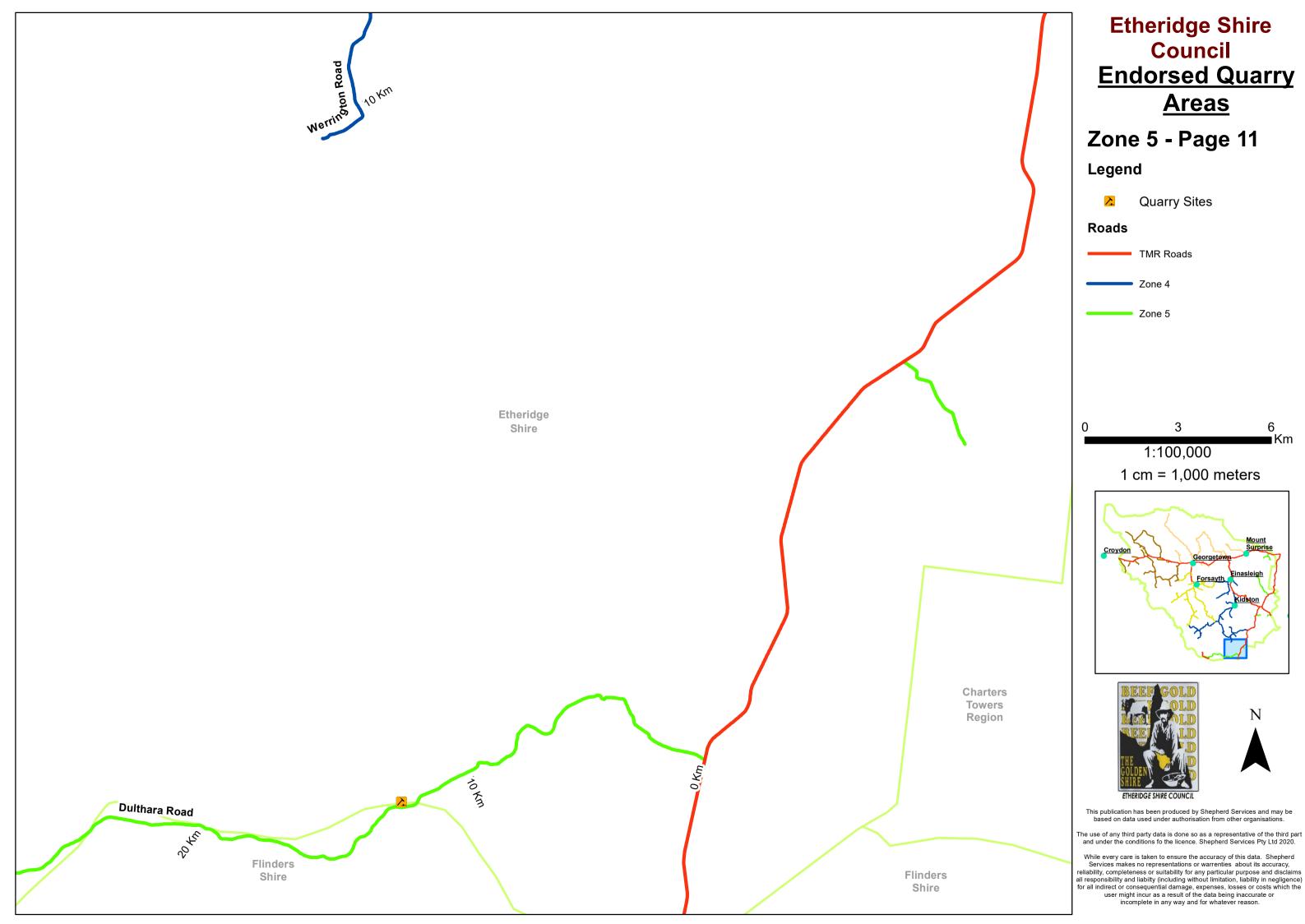


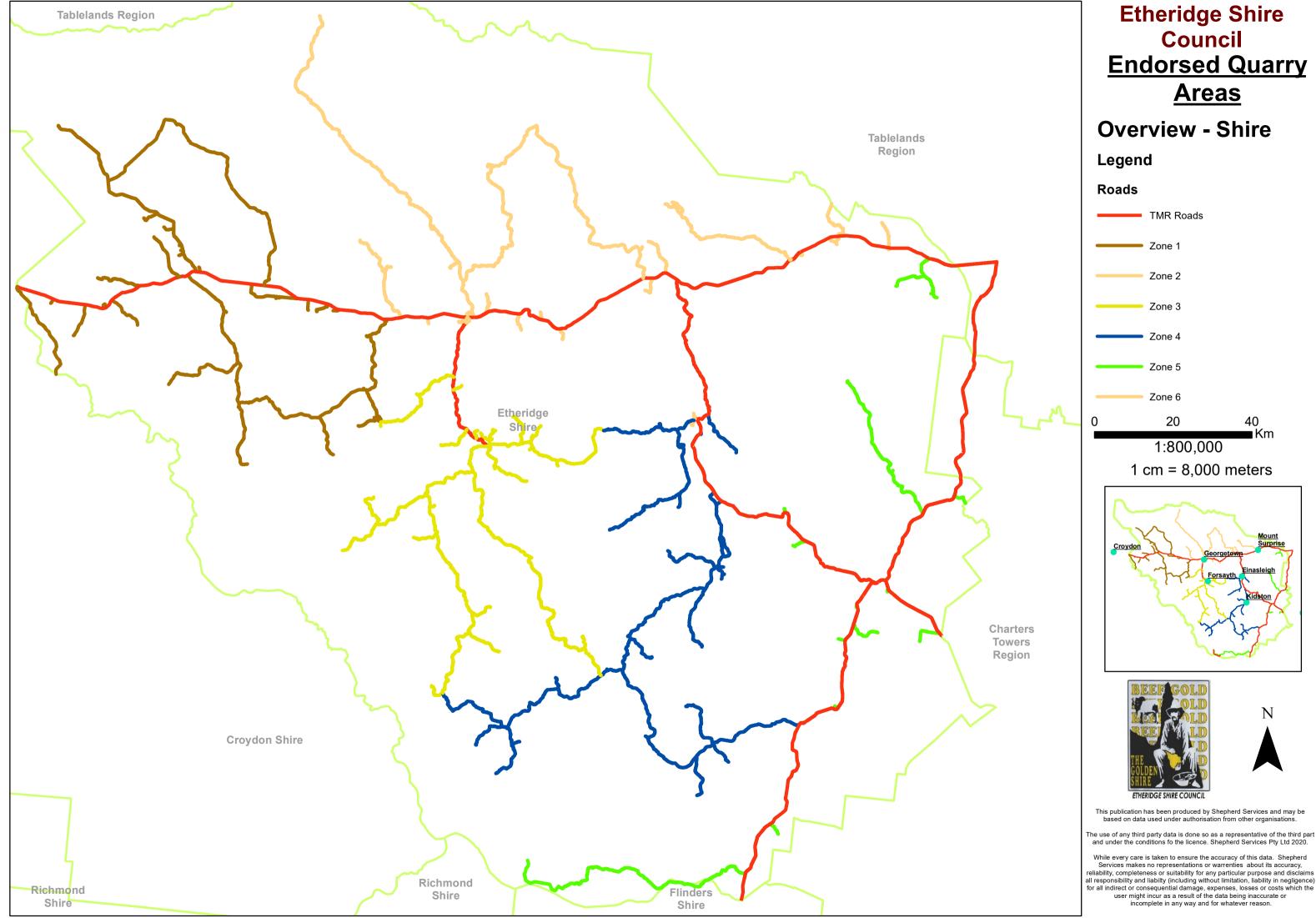




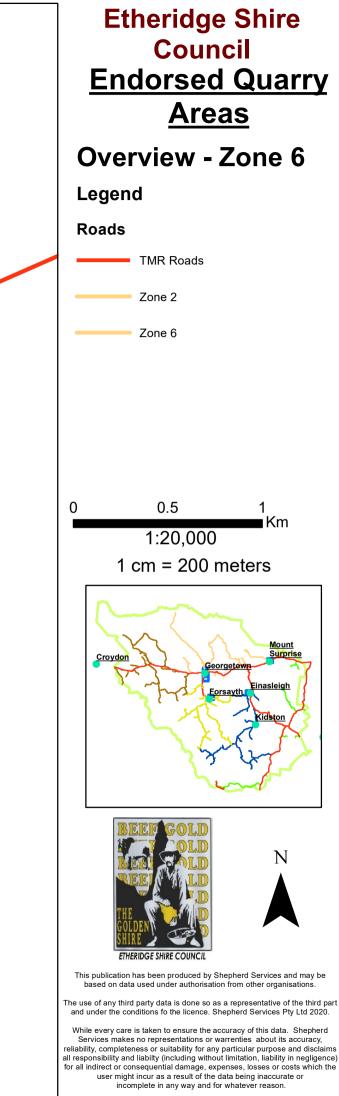


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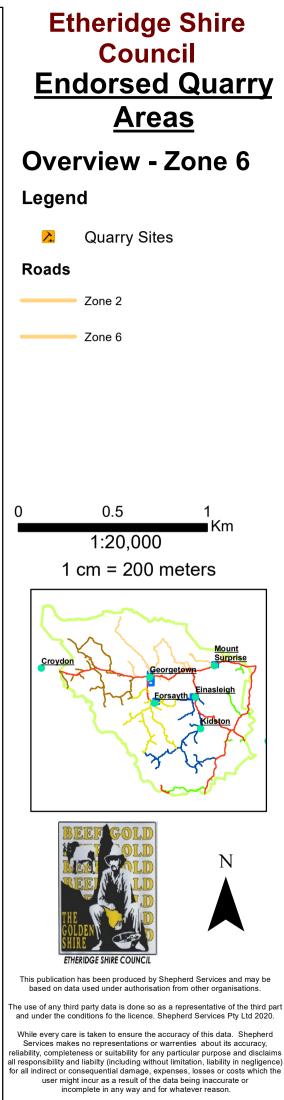


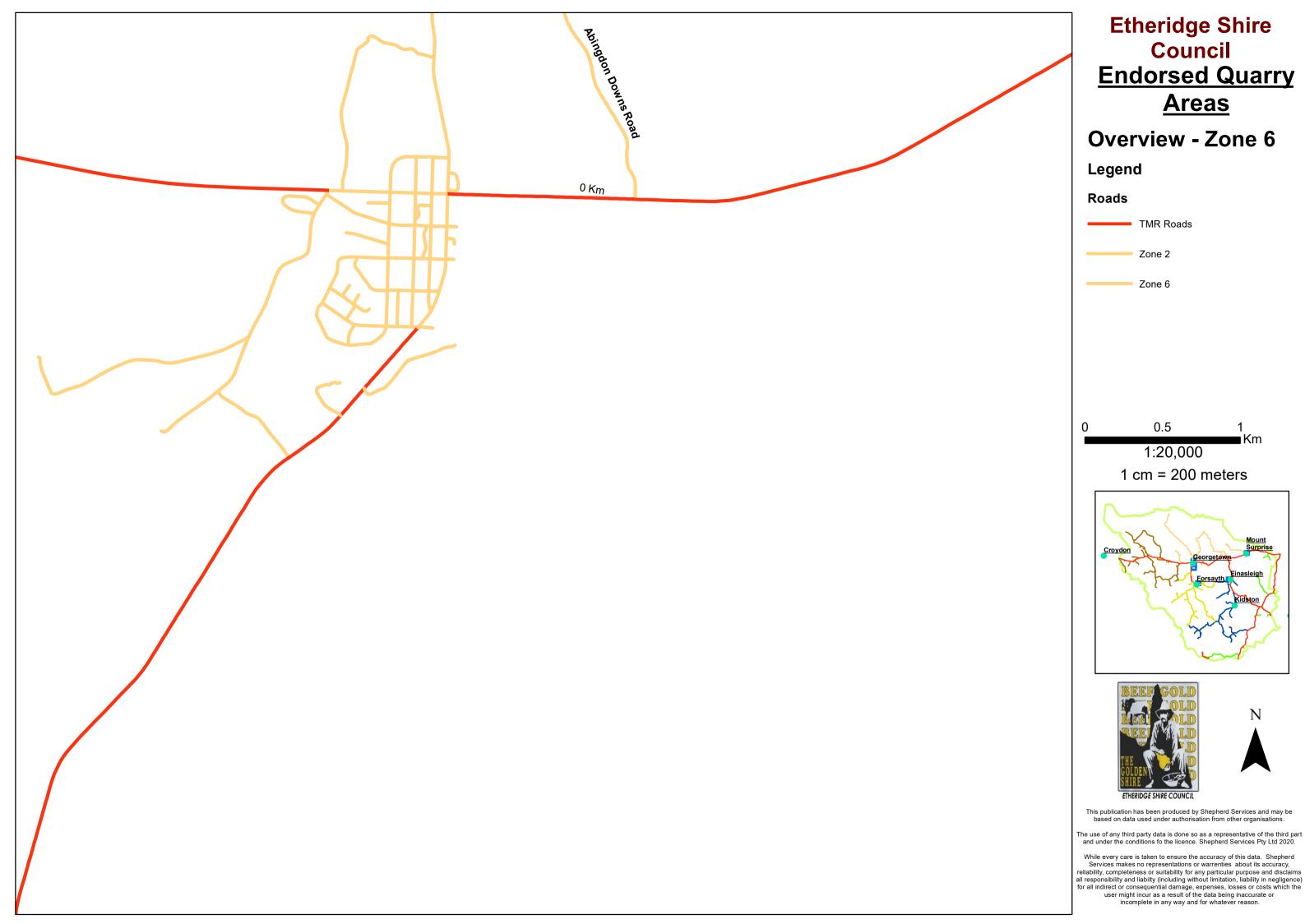


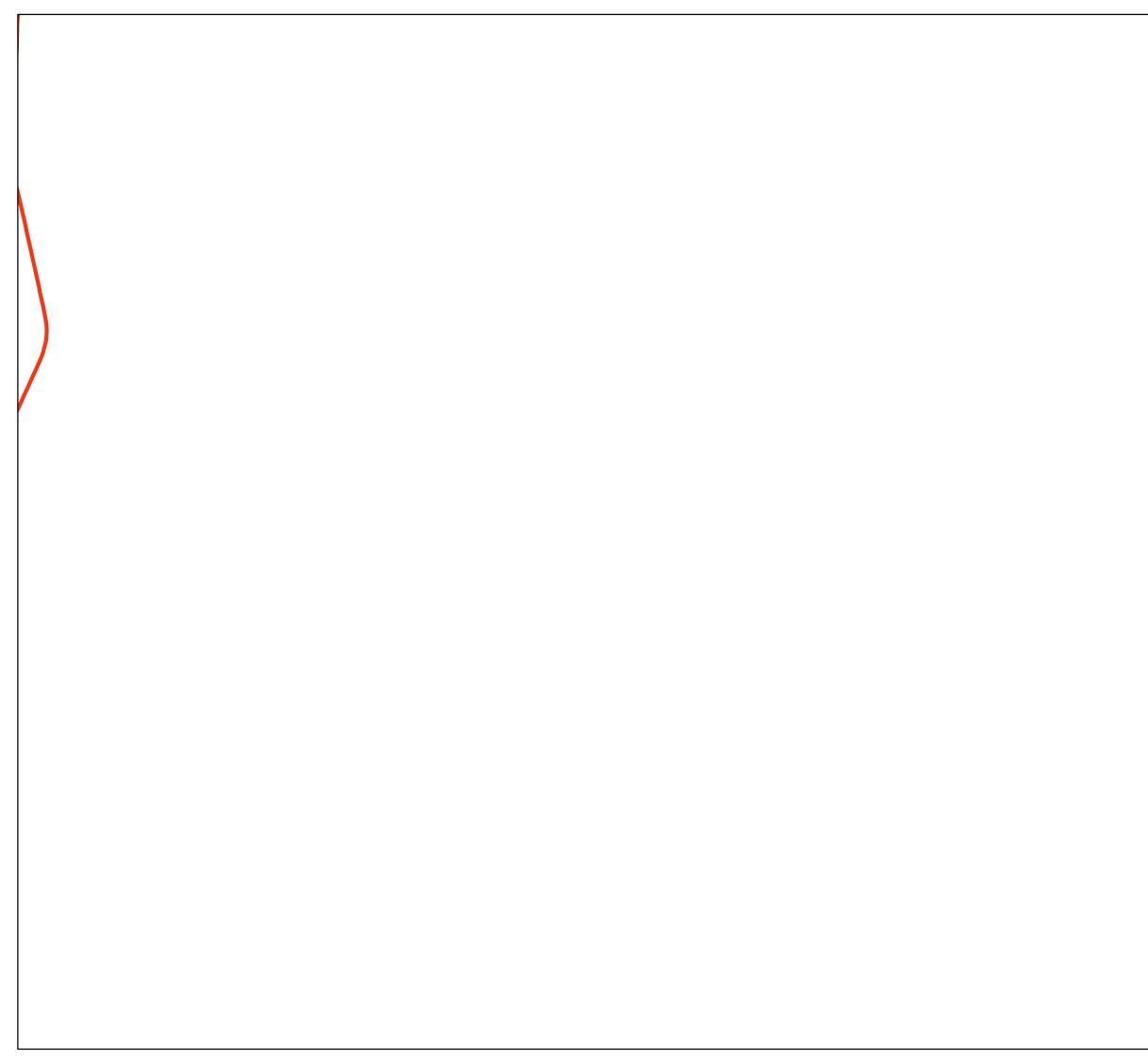


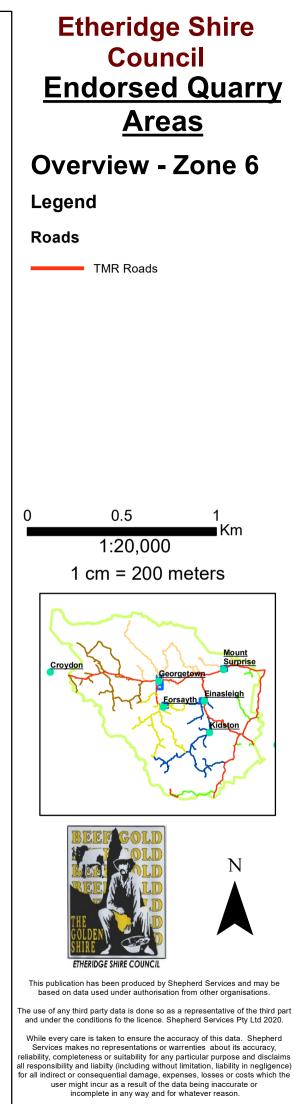


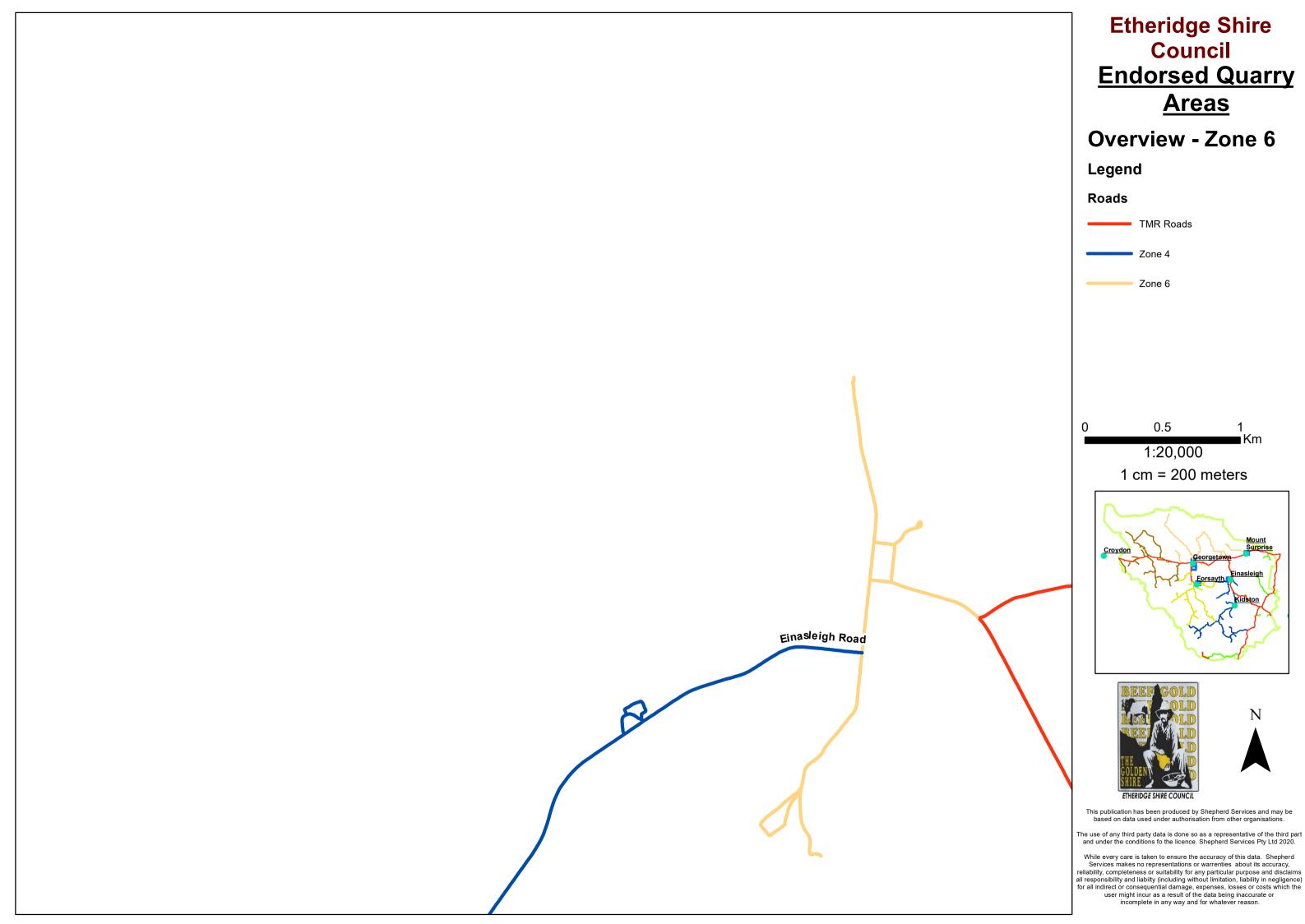


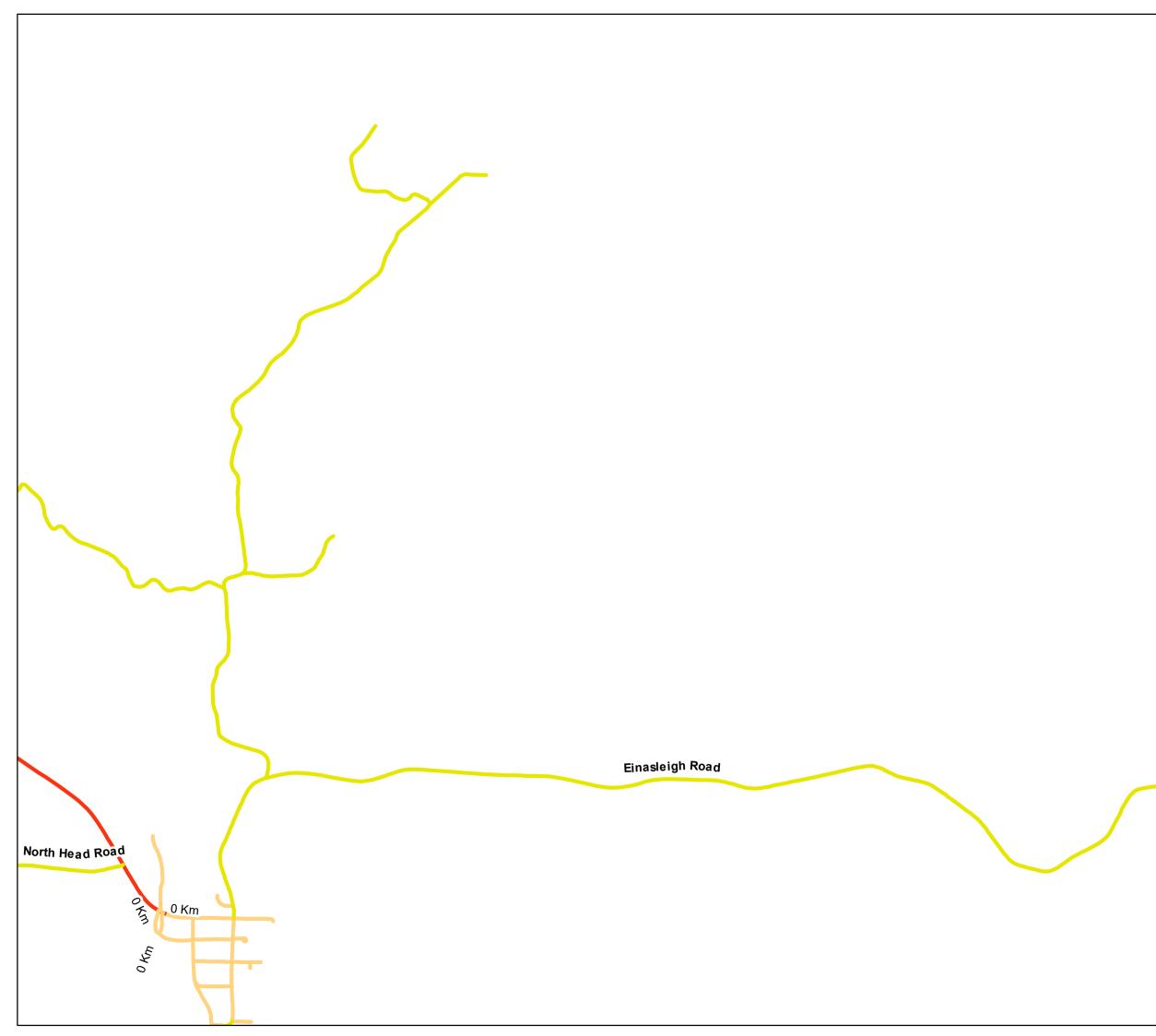


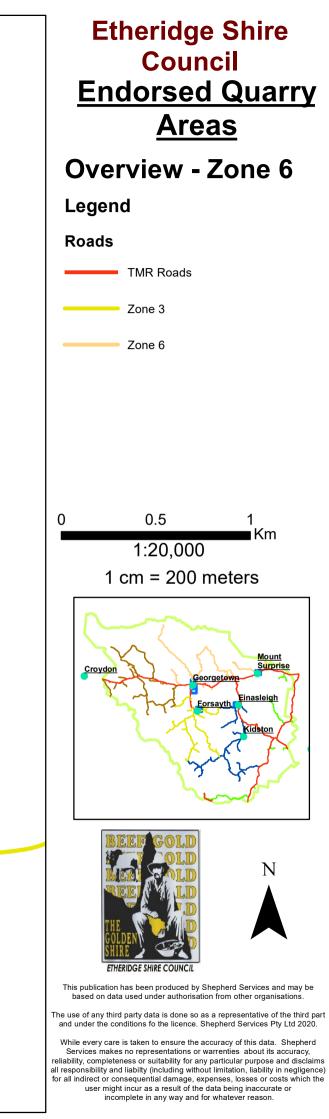


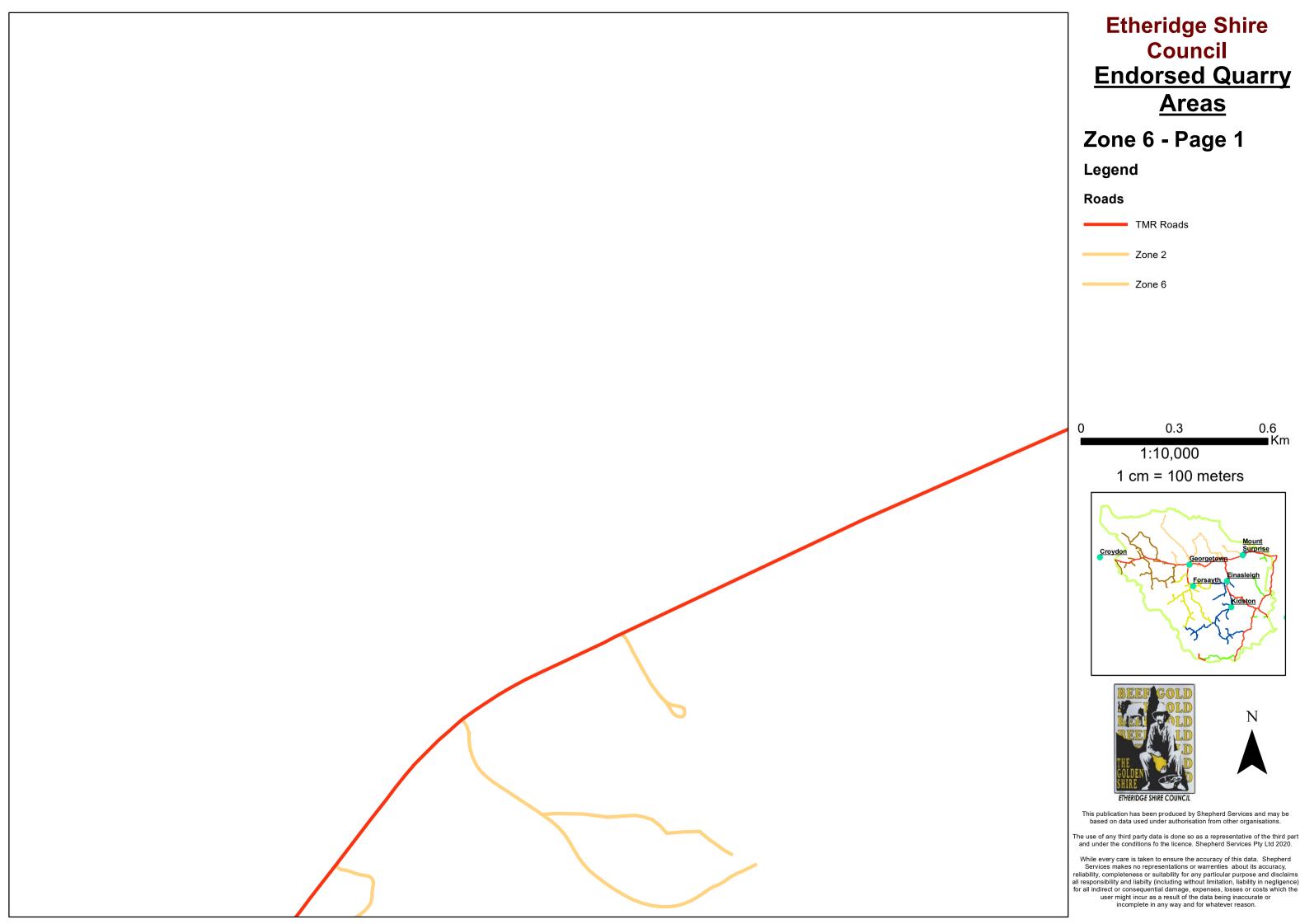




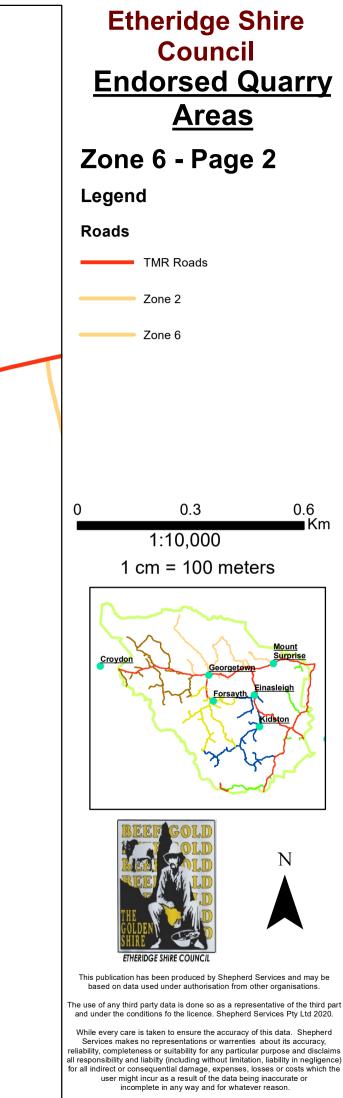


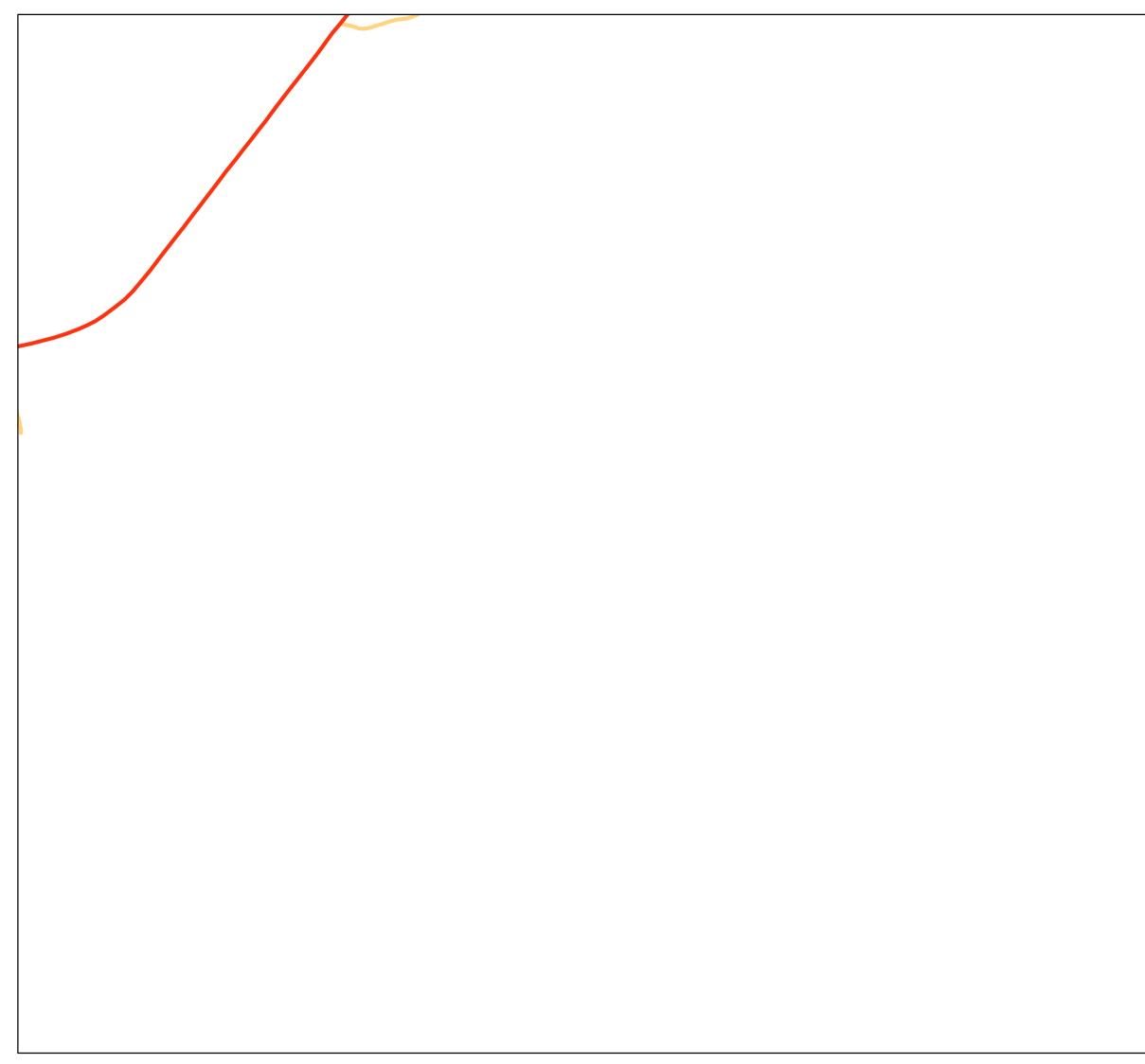


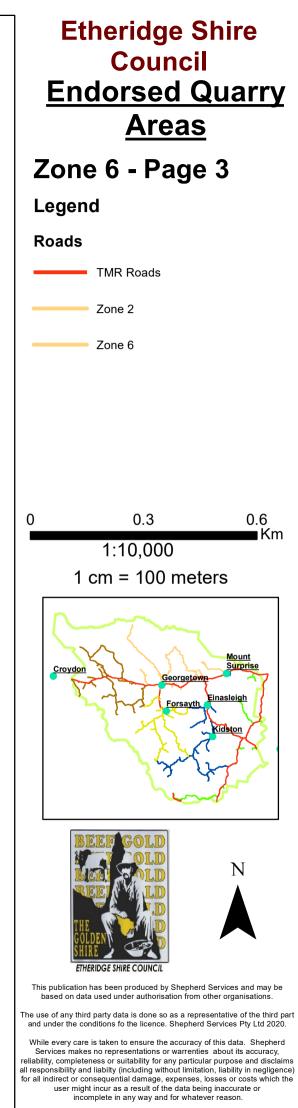


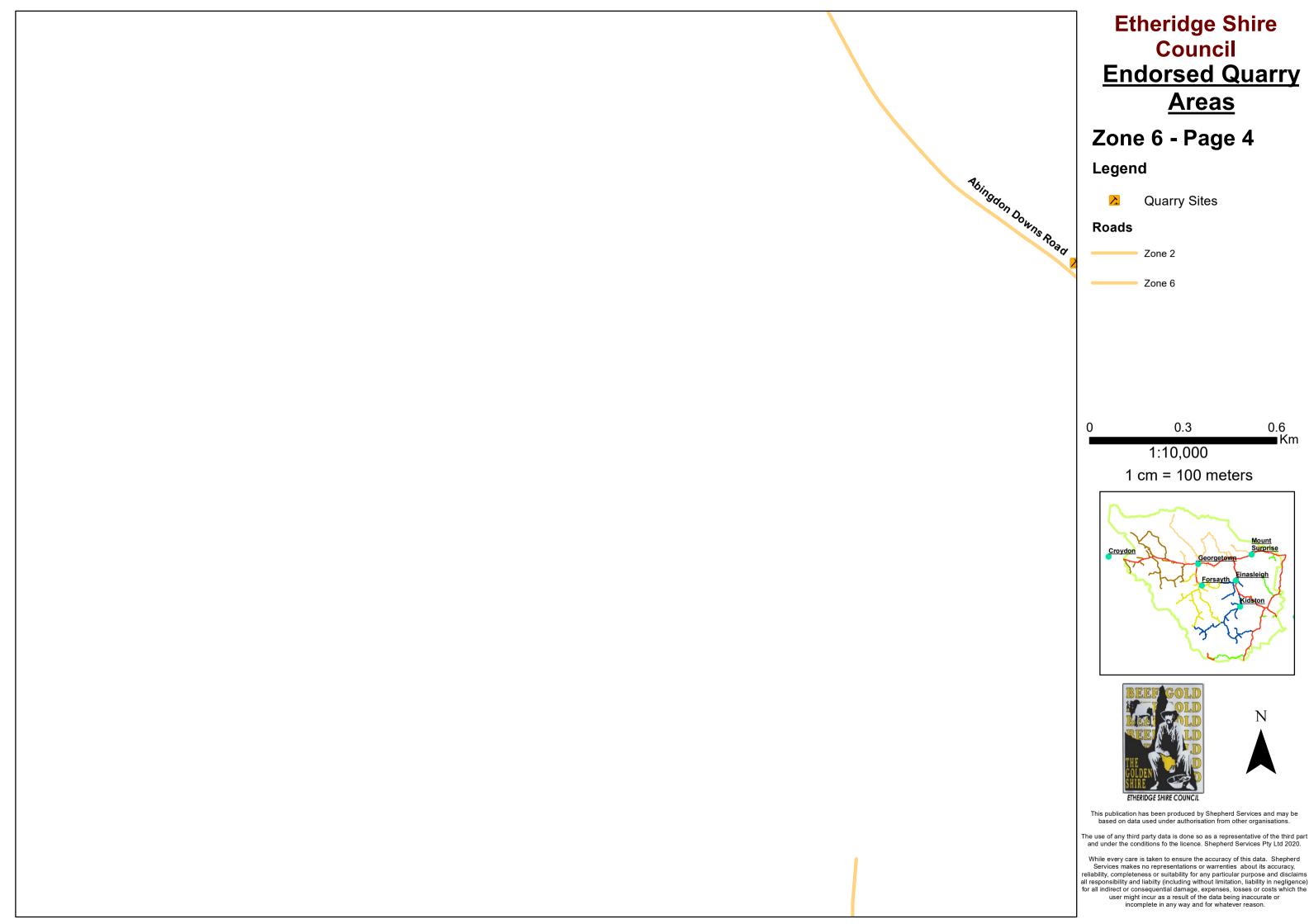




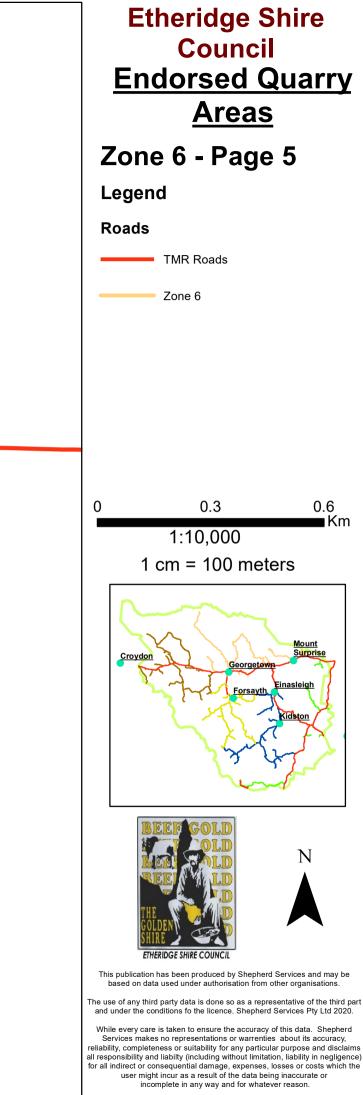


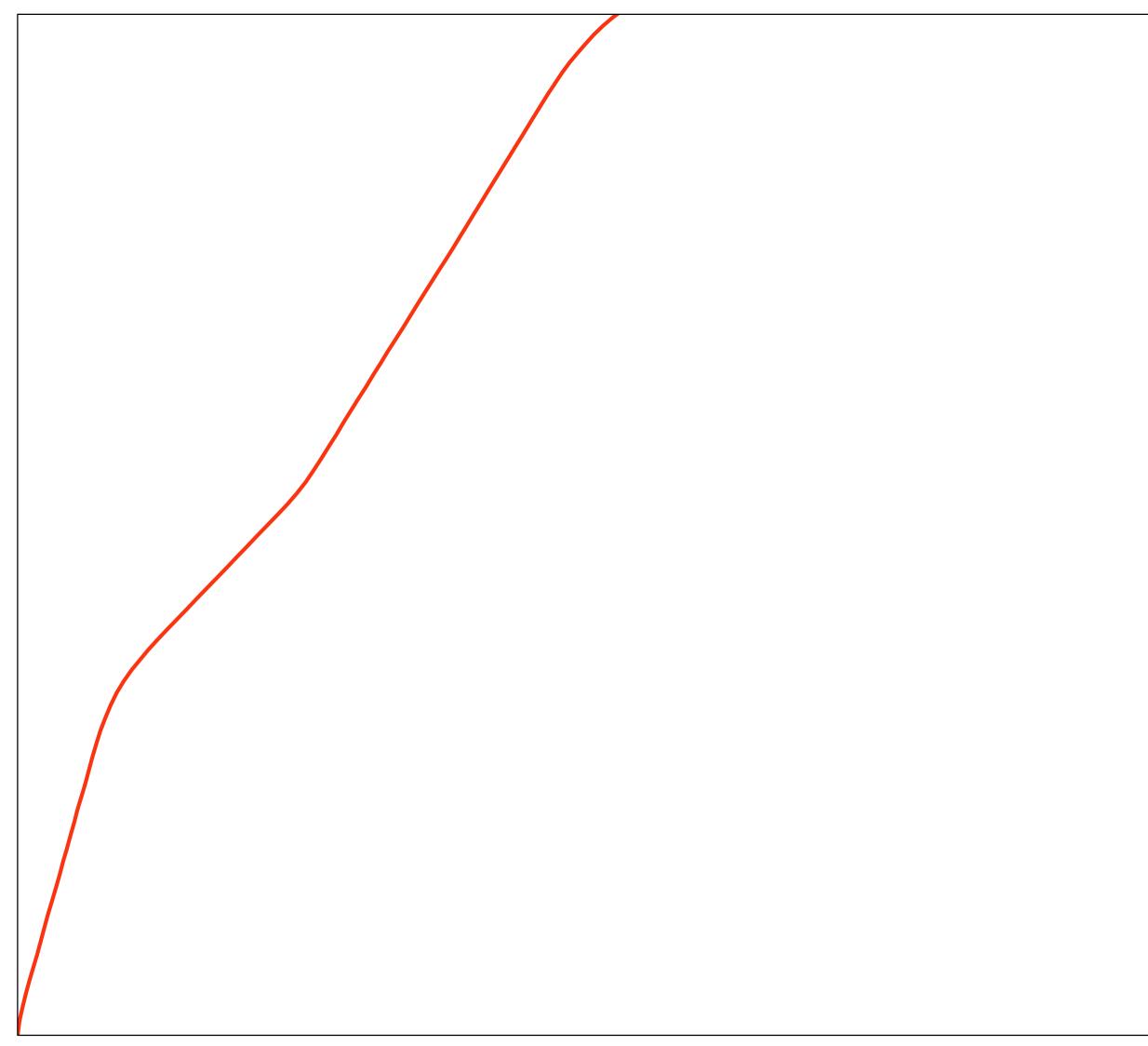


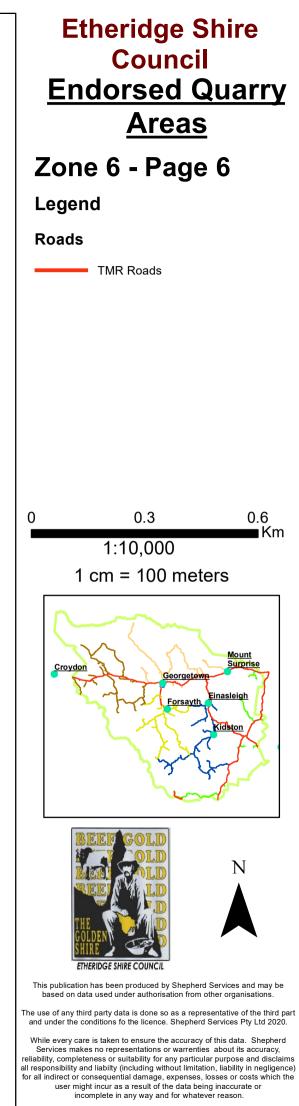


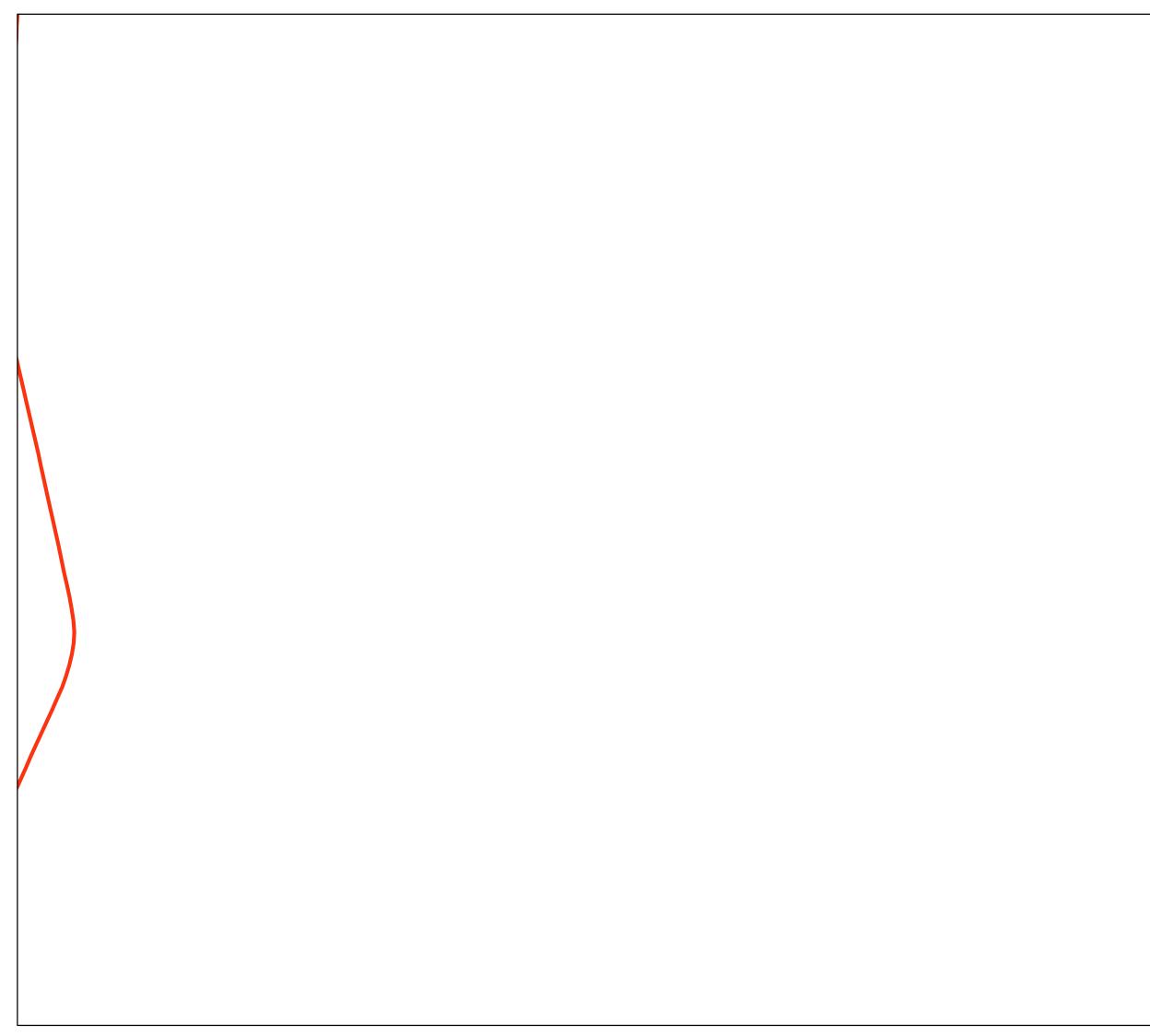


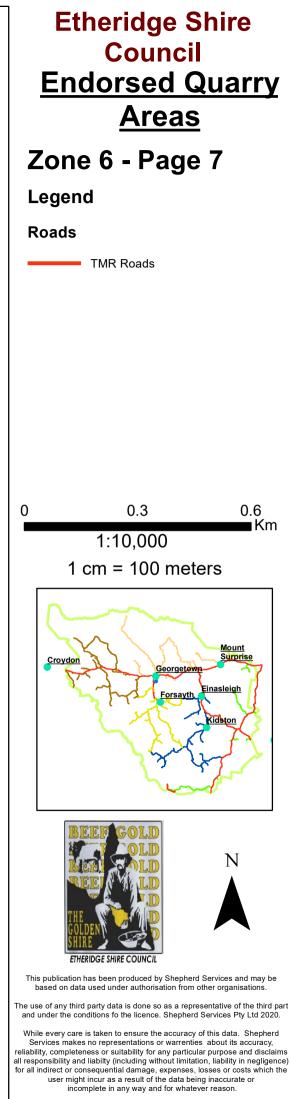




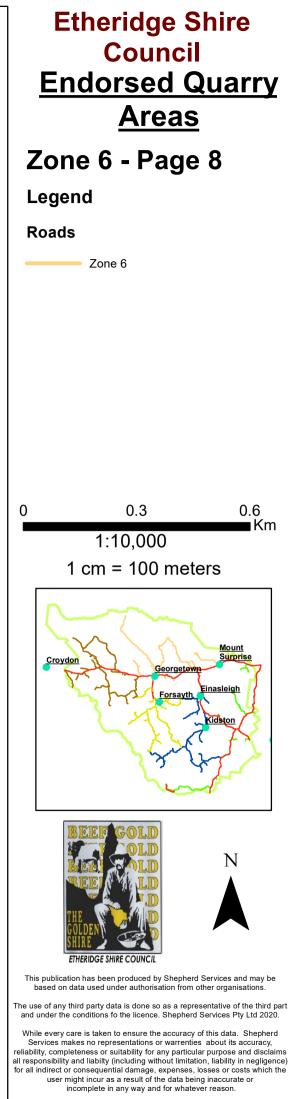


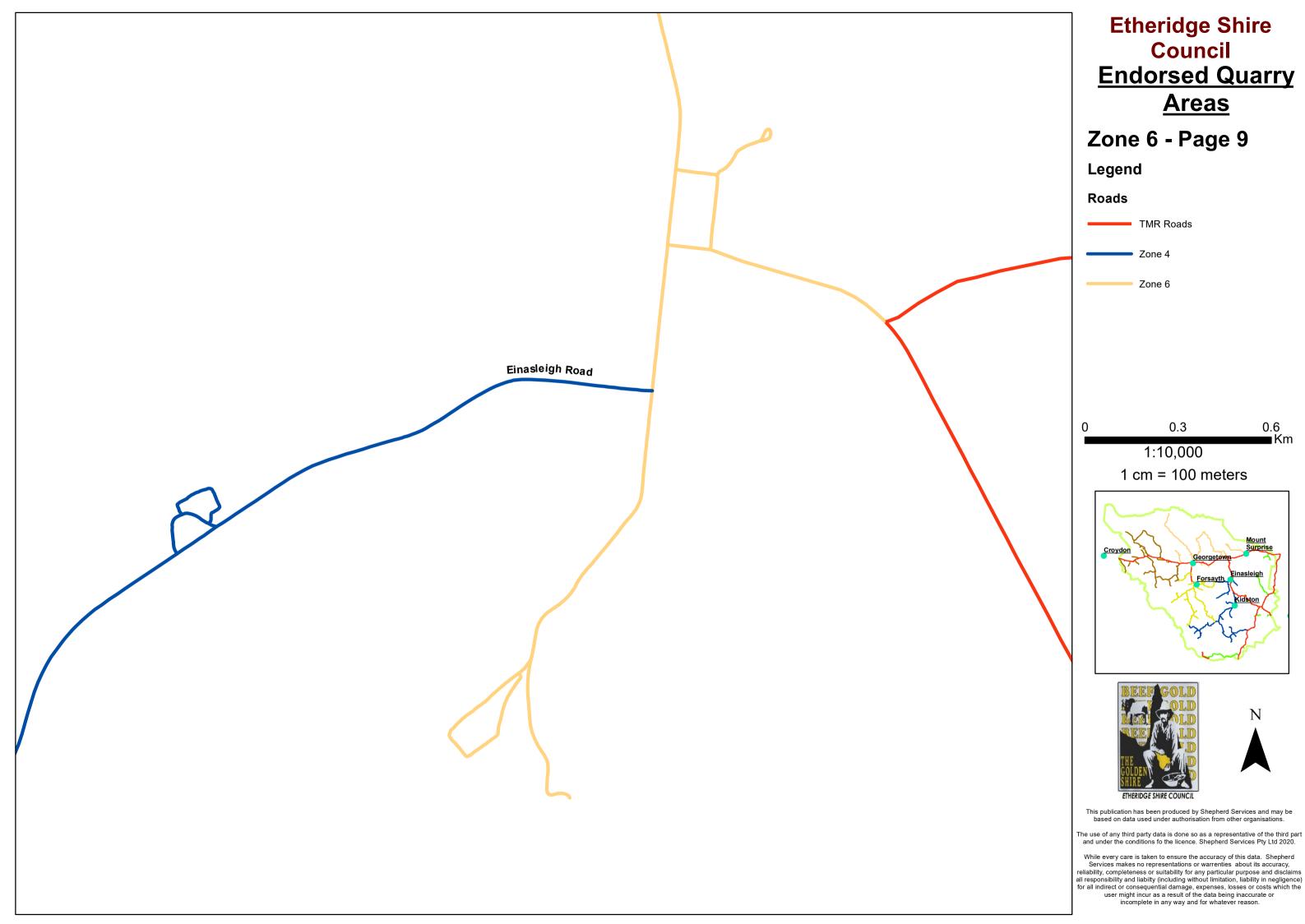




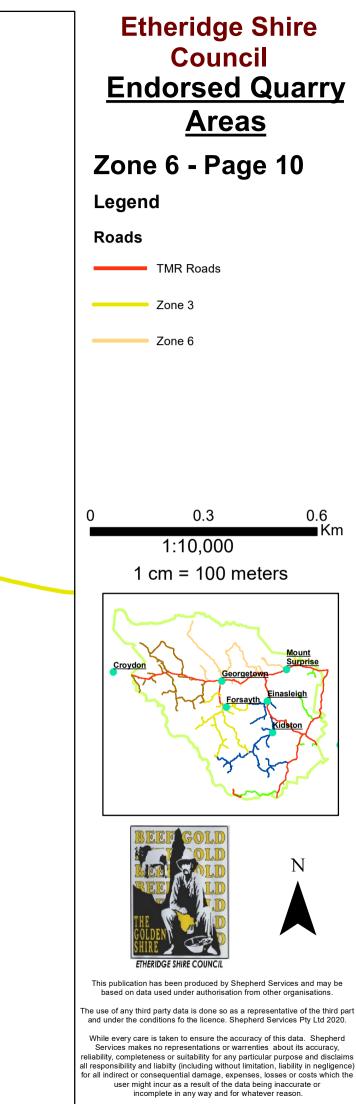












QUARRY MANAGEMENT PLAN TEMPLATE

General template to be completed for each site by the contractor.

Initialled by Tenderer: _____ Date: / /

QUARRY MANAGEMENT PLAN

For

Etheridge Shire Council

Insert Quarry Image Here

SALES PERMIT NUMBER:

201609017

PERMITTEE:

Etheridge Shire Council

Section 1 – DESCRIPTION OF THE QUARRY AND EXTRACTION OPERATION

PERMITTEE DETAILS

BUSINESS NAME: Etheridge Shire Council

ABN: 57 665 238 857

ACN: Click here to enter text.

SITE CONTACT: Etheridge Shire Council, Construction Supervisor

CONTACT DETAILS: Etheridge Shire Council, PO Box 12, Georgetown, Queensland, 4871

QUARRY LOCATION DETAILS

Complete below or insert table for multiple pits

LOT: Click here to enter text.

PLAN: Click here to enter text.

NEAREST ROAD: Click here to enter text.

NEAREST TOWN: Click here to enter text.

OTHER INFORMATION: Click here to enter text.

QUARRY OPERATION DETAILS

(Insert table for multiple pits)

Start Date: Click here to enter text.

Current Production Rate: Click here to enter text.

Proposed Production Rate: Click here to enter text.

Quarry Type: Click here to enter text.

Quarry Products: Click here to enter text.

Other Information: Click here to enter text.

Table 1: Quarry Location Details(can be from Schedule 3 of the Sales Permit)

List the active pits for the current year in Table 2

Table 2 - Active Pits for Current Year

Pit Name	LotPlan

SECTION 2 - SITE MAP REQUIREMENTS

Maps should be supplied as attachments for referral in the text. The following maps are required.

- Site Location Map (should contain the following)
 - Nearest populated place
 - o Sufficient roads and tracks to facilitate location of the site
 - Scale and scale bar

Comment: Click to enter text.

- Detailed Site Map (See Figure 1 in Guideline document)
 - Lot on Plan details
 - supply zone / endorsed area boundary
 - GPS co-ordinates and marking arrangements for the boundary of the supply zone / endorsed area
 - location of any proposed infrastructure (fixed plant, workshop, weighbridge, crib room, gate, fence, dam) layout, pipelines, electricity, both in and immediately adjacent to the quarry
 - access and roading (exit, entry and within the quarry) including direction of travel
 - \circ buffers/ exclusion areas
 - \circ stockpile areas
 - \circ drainage
 - o fencing
 - o operational working face

Comment: Click to enter text.

- Quarry Planned Direction of Works
 - o Direction, nature and extent of current and proposed workings
 - Extraction plan

Comment: Click to enter text.

Where applicable, the icons supplied in 3 shall be used to identify features on the detailed site map and quarry plan such as direction travel, buffers, stockpiles etc.

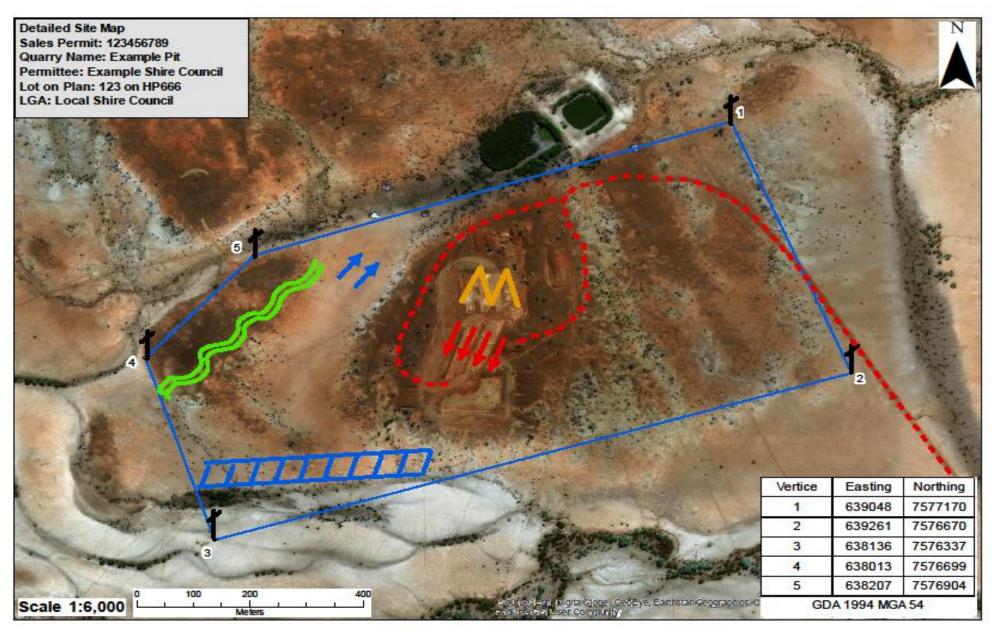


Figure 1. Example Site Map

Table 3 - loops for	r Detailed Site and Quarry Planning Maps	
	Access track & internal tracks	
//////	Bund and/or Buffer	
~~~~	Vegetation Buffer	
	Drainage Buffer	
	Stockpiles	
<b>†††††</b>	Direction of Work	
$\mathbf{m}$	Cross Bank (Whoa-Boy)	
*****	Rehabilitation completed	
*****	Direction of Slope (drainage)	
11111	Boundary Pegs	
	Endorsed Area Boundary	
$\bigcirc$	Sump	
- <del>~~~</del>	Fence Line	
* * *	Power line	

## **SECTION 3 – SITE MANAGEMENT DESCRIPTION**

Where not covered by another authority/ approval/ plan, the QMP must provide detail for each of the dot points set out below to the satisfaction of the Chief Executive:

 Supply Zone / Endorsed Area boundary locations (GPS WP table) and/or buffer zone, permanent markers used

*Comment:* Click to enter text.

- Environmental management measures including:
  - clearing program and development stages
  - o disposal of cleared vegetation e.g. salvage, mulching, stockpiling
  - steps to minimise adverse environmental impacts to comply with other legislation e.g. waste management, fuel storage, erosion and sediment control, dust management etc.

*Comment:* Click to enter text.

- Rehabilitation measures including:
  - steps to facilitate rehabilitation, e.g. top soil management, site stabilisation description of rehabilitation type, components and timeframes for progressive rehabilitation, revegetation program etc
  - o description of final land form consistent with other approvals
  - o decommissioning and closure proposal

Comment: Click to enter text.

- Pest / weed management measures to control pests and weeds including:
  - o identification and monitoring
  - o inspection schedule
  - o qualification of inspectors
  - key pest species of concern
  - o pest control and management protocols and procedures
  - wash down and pest hygiene protocols and procedures for earth moving contractors and Permittee vehicles and machinery accessing the quarry

*Comment:* Click to enter text.

- Safety site specific issues including:
  - the existence and location of a Site Safety Plan
  - o induction / access procedures for entry to the quarry
  - signage for the quarry including location and their content (attach example of signs)

*Comment:* Click to enter text.

- Other considerations including where applicable:
  - fire management e.g. firebreaks, extinguishers on vehicles etc
  - fencing provide details of any fencing including type (e.g. 4 barb, 2m cyclone mesh etc.) and maintenance schedule

- strategies to manage / minimise impacts of operations on existing adjacent land uses and nearby sensitive receptors (e.g. residential)
- landholder considerations including agreements to minimise impacts on lessees / landholder operations e.g. stock movement, noise, dust, blast notification etc
- quarry access agreements (attached as an Appendix if an access agreement is required)
- o other relevant matters

*Comment:* Click to enter text.

- Any other requirements as specified by Forest Products DAF (Chief Executive):
  - Specify and document any requirements required by Forest Products DAF

*Comment:* Click to enter text.

#### Section 4 - Required Review of the QMP

The QMP must be updated by the Permittee to maintain its currency with a maximum of 5 years between updates and to accommodate any revised arrangements in the Quarrying Operation when they occur.

Action	Who	Signature	Date
Developed by			
Endorsed by			
Approved by			
Last Review Date			

## SITE LOCATION MAP

#### Part 6 – Response Schedules

[REMOVE THIS PAGE AND INSERT SCOPE HERE]

# **RESPONSE SCHEDULE**

## **GENERAL DETAILS**

The Tenderer shall provide the details contained in the following table.

#### IF TENDERER IS A COMPANY:

General Details:	
Company or entity Name:	
Trading name:	
Name of Trust: (if company entering into agreement as trustee of a trust)	
List parent and / or subsidiary companies / year established:	
ABN:	
ACN:	
Address:	
Contact Person:	
Telephone:	
Email:	
Full name of each director:	
Authorised signatory (Name & Position):	
Years in business under current structure:	
Other businesses in which the Tenderer has a financial interest:	
Bank account into which payments are to be made:	Bank: Name of Account: BSB: Account number:

#### **RESPONSE SCHEDULE – DEVELOPMENT OF COMPETITIVE LOCAL BUSINESS AND INDUSTRY**

- 1. The Tenderer is required to provide the following details of the Tenderer:
  - (a) Local Government Area in which the beneficial owners of the Tenderer are resident or rate payers (not required for publicly listed companies);
  - (b) Principal place of business of the Tenderer;
  - (c) Other place of business of the Tenderer (if any) which solely or primarily employs persons who are residents or rate payers of the **Etheridge Shire Council** Local Government Area.
- 2. The Tenderer is required to provide the following details for all goods, services or work to be procured by the Tenderer, in the form of the table provided on the next page:
  - (a) the description of the goods, services or work;
  - (b) the name of the subcontractors and suppliers who will provide the goods, services or work;
  - (c) the post code of the subcontractors or supplier's principal place of business;
  - (d) the expected total contract value for the subcontractor or supplier;
  - (e) the location at which the goods will be manufactured, services provided or work undertaken (and where more than one location, the expected percentage of the total subcontractor or supplier contract value to be manufactured, provided or undertaken in each location);
- 3. In assessing Tenderers' responses against the assessment criteria, preference will be given (in descending order) to Tenderers or their subcontractors or suppliers benefiting:
  - (a) the **Etheridge Shire Council** Local Government Area;
  - (b) Queensland (outside the Etheridge Shire Council Local Government Area);
  - (c) Australia (outside Queensland) or New Zealand.
- 4. In considering the benefit provided by the Tenderer's engagement of a particular Tenderer, subcontractor or supplier, the Principal will consider, amongst other things:
  - (a) if the beneficial owners of the suppliers or subcontractors are individuals, the place where those owners are residents or ratepayers;
  - (b) where the principal place of business or registered office of the Tenderer supplier or subcontractor is located;
  - (c) the location of any other place of business, and
  - (d) where the goods are to be manufactured, services are to be provided or work is to be undertaken for this Project.

## DEVELOPMENT OF COMPETITIVE LOCAL BUSINESS AND INDUSTRY

DESCRIPTION OF THE GOODS, SERVICES OR WORK TO BE PROCURED	NAME	POST CODE OF SUBCONTRACTOR OR SUPPLIER'S PRINCIPAL PLACE OF BUSINESS	EXPECTED TOTAL SUBCONTRACT VALUE	LOCATION AT WHICH WORK WI BE CARRIED OUT (Where more than one, include th % to be carried out at each location	
				LOCATION	%

Initialled by Tenderer: _____ Date: / /

#### **RESPONSE SCHEDULE FEE SCHEDULE – RATES**

The Tenderer must complete the attached Fee Schedules detailing its proposed rates and Provisional Items for carrying out the Services.

Tenderers should ensure that the rates allow for all the matters which the Contract provides are allowed.

#### RATES

Item	UNIT	RATE (\$)	GST (\$)	Rate Inc. GST (\$)	Estimate of total fee (incl. GST)
Provide and Implement Health and Safety Management Systems for the work across all pits	Lump				
Provide Quarry Management Plans to the requirement of the DAF for all pits utilised.	Each				
Make good haul roads at each site (compacted and complete haul roads)	Hourly				
Make good pit access/fencing/gates at each site (maintain existing condition)	Hourly				
Clear, Grub site to allow extraction, Remove top-soil to stockpile for reuse and rehabilitation purposes	Hourly				
Rip and Push gravel into stockpiles for easy load-out operations by others. Loose quantity	m3				
Provide site drainage, and rehabilitation top- soil spreading to demobilise from site.	Hourly				

## **RESPONSE SCHEDULE – HEALTH AND SAFETY**

The Tenderer is required to confirm and provide supporting information for the following.

- 5. Details of current independently certified health and safety management system
  - □ AS4801
  - □ ISO45001
  - □ Other
  - □ None
- 6. Has the business ever been prosecuted by a Health & Safety regulator?

□ No	Yes – attach details	
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7. The Tenderer declares that the business and its employees are appropriately licensed, qualified and certified where required and are competent to perform the work.

□ No	Yes – attach details	
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8. The Tenderer declares that all its sub-contractors and subcontractor employees are appropriately licensed, qualified and certified where required and are competent to perform the work.

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### **RESPONSE SCHEDULE – MANAGEMENT PLANS**

The Tenderer is to provide drafts or examples of the following management plans to demonstrate its ability to provide management plans consistent with the requirements of the Contract.

Health & Safety Management System and/or Plan

Quarry Management Plan –

Use attached template.

Environmental Management Plan

Other (list):

Note: If not selected above, the Tenderer is not required to provide a draft or example plan with its Tender but may still be required to provide the plan under the Contract if the Contract requires.

Initialled by Tenderer: _____ Date: / /

#### RESPONSE SCHEDULE – PROJECT TEAM AND KEY PERSONNEL

- 9. The Tenderer is required to list its Key Personnel and describe the skills and experience of these personnel, including design consultants or subcontractors, proposed for the Project.
- 10. The Tenderer must provide:
  - (a) a curriculum vitae (CV) for each key person; and
  - (b) in the format attached, details of key management and other personnel, and subconsultants and/or subcontractors who would be used for the positions nominated below.

#### **KEY PERSONNEL**

Name	Position/Role on the Project	Percentage of that person's time dedicated to Project	Licence/Qualification/Tickets – Name and Number

## **RESPONSE SCHEDULE – PROJECT PLANT**

- 11. The Tenderer is required to list its Plant, proposed for the Project. Minimum use of D6 to D8 or equivalent.
- 12. The Tenderer must provide:
  - (a) Make, model, year, Machine hours
  - (b) Copy of service logs
  - (c) Secondary Machine if needed (breakdown)

#### PLANT

Plant Make	Plant Model	Plant year built	Machine hours

#### RESPONSE SCHEDULE – QUALIFICATIONS OR DEPARTURES (ALTERNATIVE TENDER)

- 13. By completing this Response Schedule, the Tenderer will be taken to have submitted a separate Alternative Tender consistently of the Tenderer's conforming tender, as modified by the qualifications and departures in this Response Schedule.
- 14. Tenderers should submit a conforming tender, and the price in the form of tender should not take account of any qualifications or departures noted in this Response Schedule.
- 15. The Tenderer shall give details of any proposed amendments, qualifications or departures to the Contract in the attached schedule, including:
  - (a) the amendment, qualification or departure proposed;
  - (b) the reason for proposing the change; and
  - (c) the effect on the Tenderer's price if the amendment, qualification or departure is accepted.

Initialled by Tenderer: _____ Date: / /

## **QUALIFICATIONS OR DEPARTURES**

The Tenderer's Tender is subject to the following amendments, qualifications or departures:

Part, Clause or Item	Amendments, Qualifications or Departure	Reduction or increase in Price (\$AUD) if amendment, qualification or departure is accepted.*	
		Reduction/increase**	\$
		Reduction/increase	\$

*If nothing stated, Tenderer warrants that the amendment, qualification or departure will have no effect on the Price. ** delete whichever is not applicable

Initialled by Tenderer: _____ Date: 1 - 1

#### **RESPONSE SCHEDULE – RELEVANT EXPERIENCE**

The Tenderer is required to detail previous experience it has in respect of projects similar to this Project. The Tenderer must provide a history of its relevant experience on recent projects, including by providing the following details:

- (a) Years' experience in the type of Services required under the Contract;
- (b) Experience working in regional Queensland;
- (c) Experience with work of a similar type to this Project;
- (d) Details of any innovations on the above projects;
- (e) Details of problems which arose and how they were overcome;
- (f) Any added value for money achieved on these projects;
- (g) Referee and contact details for each listed project.

Where applicable, the Tenderer must also include in a similar form to the above the relevant experience of any proposed subcontractors or subconsultants.

#### **REFEREE'S**

Name	Position/Role on the Project	Project Name	Phone Number

## **RESPONSE SCHEDULE – INSURANCE AND LIABILITY**

The Tenderer is required to:

- 16. Complete the details of its insurances in the attached table;
- 17. Provide copies of certificates of currency for each policy which is currently effected by the Tenderer;
- 18. Indicate whether it requires a limitation of liability, and if so, what limit is required*.

* Tenderers are advised that whilst including a limitation of liability will not prevent the Tender from being considered to be a Conforming Tender, Council may take any such limitation into account in assessing tenders and determining which Tender is most advantageous to it pursuant to subclause 6.4 of the Conditions of Tendering.

### **INSURANCE AND LIABILITY**

Insurance Type	Insurance Company	Policy No.	Extent of Cover (\$)	Expiry Date
Public liability insurance				
Insurance of employees				
Professional indemnity insurance				

#### Table 1 – Insurance Details

### **RESPONSE SCHEDULE - METHODOLOGY**

The Tenderer is required to describe how its Tender meets the Principal's objectives by providing a concise outline of the proposed methodology for carrying out the work under the Contract from Date of Acceptance of Tender to Date of Practical Completion, particularly of those tasks that are critical to achieving the project objectives.

The Tenderer's response shall not exceed 2 pages (including, unless otherwise indicated all attachments, annexures, supplements, parts, schedules or appendices).

Any part of the Tenderer's response in excess of that page limit may or may not be taken into account by the principal, in its absolute discretion.

## **RESPONSE SCHEDULE - TIMELINE (PROJECT PLAN)**

The Tenderer is required to describe how it will deliver on time. Council require 5000 tonnes of gravel to be pushed up at these sites, in this order.

The Tenderer's response shall install a date proposed to complete each of the Listed priority site push-up's

Endorsed Quarry Area	Quarry Name	Road_Name	Precinc t	Priority	Annual Amount allowed (tonnes loose)	Completi on Date
QETHEL05 9	Beverley Hills 01	Beverley Hills Road	Zone 4	1	5000	
QETHEL06 1	Beverley Hills 02	Beverley Hills Road	Zone 4	2	5000	
QETHEL06 2	Beverley Hills 03	Beverley Hills Road	Zone 4	3	5000	
QETHEL06 3	Beverley Hills 04	Beverley Hills Road	Zone 4	4	5000	
QETHEL09 8	Ellendale 01	Ellendale Road	Zone 4	5	5000	
QETHEL10 9	Gilberton 010	Gilberton Road	Zone 4	6	5000	
QETHEL11 0	Gilberton 011	Gilberton Road	Zone 4	7	5000	
QETHEL11 1	Gilberton 012	Gilberton Road	Zone 4	8	5000	
QETHEL19 1	Oak Park 001	Oak Park Road	Zone 4	9	5000	
QETHEL19 2	Oak Park 002	Oak Park Road	Zone 4	10	5000	
QETHEL19 3	Oak Park 006	Oak Park Road	Zone 4	11	5000	
QETHEL19 4	Oak Park 007	Oak Park Road	Zone 4	12	5000	
QETHEL19 5	Oak Park 008	Oak Park Road	Zone 4	13	5000	
QETHEL19 6	Oak Park 009- 010	Oak Park Road	Zone 4	14	5000	

QETHEL19 7	Oak Park 011	Oak Park Road	Zone 4	15	5000
QETHEL19 8	Oak Park 012- 013	Oak Park Road	Zone 4	16	5000
QETHEL19 9	Oak Park 014	Oak Park Road	Zone 4	17	5000
QETHEL20 0	Oak Park 015	Oak Park Road	Zone 4	18	5000
QETHEL20 4	Oak Park Race Course 001	Oak Park Race Course Access Road	Zone 4	19	5000
QETHEL07 0	Copperfield Dam 001	Copperfield Dam Road	Zone 4	20	5000
QETHEL07 1	Copperfield Dam 007	Copperfield Dam Road	Zone 4	21	5000
QETHEL07 2	Copperfield Dam 008	Copperfield Dam Road	Zone 4	22	5000
QETHEL20 5	Oakleigh 003	Oakleigh Road	Zone 4	23	5000
QETHEL20 6	Oakleigh 005	Oakleigh Road	Zone 4	24	5000
QETHEL20 7	Ũ	Oakleigh Road	Zone 4	25	5000
QETHEL20 8	Oakleigh 007	Oakleigh Road	Zone 4	26	5000
QETHEL20 9	Oakleigh 008	Oakleigh Road	Zone 4	27	5000