

22 March 2021



STS TSV Pty Ltd
c/-L Bell Consulting
5 Baybreeze Pocket
Idalia
QLD 4811

Attention: Lachlan Bell (Superintendent's Representative)
By Email: lachlan@lbellconsulting.com.au

Dear Lachlan,

PROJECT: Anelay 70 The Strand
RE: HCV001 – TCC Sewer Fees

We refer to the contract between STS TSV Pty Ltd (**Principal**) and RCQ Projects Pty Ltd (**RCQ**) dated on or around 18 March 2021 (**the Contract**) for the design and construction of Anelay 70 The Strand (**the Project**).

Pursuant to Clause 36 of the Conditions of Contract, we provide the following details which RCQ consider to be a variation to the contract scope.

Item:	Townsville City Council Sewer Fees	
Substance of the variation:	Quotation WWS20/0840 Sewer connection works including cutin's and new manhole	
Variation validation:	Authority Fees are excluded from RCQ contract works	
Cost of variation:	TCC Fee	\$3,850
	RCQ overheads and margin (5%)	\$193
	Total Rounded (Excluding GST)	\$4,043
Claim for an EOT:	RCQ will not be presenting a claim for delay associated with these works	

Yours faithfully
for RCQ Projects Pty Ltd

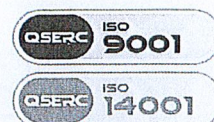
Daniel Ogden
Contract Administrator



Authorised by: Operations Centre Coordinator N00486

Townsville Water and Waste

QAF0190-A QUOTATION SUBMISSION AND ACCEPTANCE FORM



Effective Date: 31/08/2020

PO BOX 1268
TOWNSVILLE QLD 4810

Email: enquiries@townsville.qld.gov.au
Telephone >>13 48 10

Applicant	RCQ Construction – c/- Tacoma Plumbing NQ Pty Ltd	Contact Details	Troy – 4725 4776
Application No.	WWS20/0840	Prepared By	George Roufos
		Date	27/11/20

QUOTE DETAILS:

Item No	Description	Quantity / Hours	Rate / Charge	Total
	TCC Fees & Charges 2020/2021 – PART 31.A.5>> Sewer Connections			
1.	150mm x 1 Sewer Manhole Cutin	1	\$1770.00	\$1770.00
2.	Re-bench New Manhole	1	\$2080.00	\$2080.00

Total of Quote **\$3850.00**

ONLY APPLICABLE TO WORKS PAST THE POINT OF SUPPLY - GST **\$0.00**

Total Price **\$3850.00**

QUOTE CONDITIONS:

1. All excavation & backfill required (if applicable) to WHS requirements, and will be at your expense. Note. If excavation is not complete prior to TCC arrival, we reserve the right to charge a variation to cover lost time.
2. Your plumber to provide invert height at location of works
3. Quotation Validity Period - June 30 of the current financial year
4. This Quotation is based on the assumption the site is clear of obstruction and working conditions are normal. If variations are required due to abnormal conditions being encountered work will cease, the customer will be notified and required to sign a variation form accepting the additional costs incurred.

SPECIAL CONDITIONS: (If applicable)

1. N/A

QUOTE ACCEPTANCE

Date Works Required	04/12/20 (minimum 2 weeks from quote approval)	
Payer Name	RCQ PROSPECTS PTY LTD	
Address	4/458 FUNDERS ST, TOWNSVILLE.	
Telephone Number	Date	27/11/20.
Print Name	Customer Signature	<i>[Signature]</i>
Please circle	☒ DO ☐ I DO NOT accept the works, costs and conditions described in this quotation	

PRIVACY NOTICE Townsville City Council collects and manages personal information in the course of performing its activities, functions and duties. We respect the privacy of the personal information held by us. The way in which council manages personal information is governed by the Information Privacy Act 2009 (Qld). We are collecting your personal information in accordance with Water Supply (Safety and Reliability) Act 2008 and the Plumbing and Drainage Act 2002 so that we can process your inquiries; provide our products and services; provide information about our products and services; comply with our regulatory, contractual, insurance, governance and other legal obligations; process payments; protect and enforce our legal rights. Generally, we will not disclose your personal information outside of Council unless we are required to do so by law, or unless you have given us your consent to such disclosure. For further information about how we manage your personal information please see our Information Privacy Policy.

Uncontrolled When Printed

TOWNSVILLE CITY COUNCIL



ATTENTION>> RCQ Construction c/- Tacoma Plumbing NQ Pty Ltd
EMAIL>> troy@tacomanq.com

2 DALRYMPLE ROAD
GARbutt
PO BOX 1268, TOWNSVILLE
QUEENSLAND 4810

SENDER >> Chris Carvolth
DATE >> 27 November 2020
PAGES >> 2 (including cover page)
SUBJECT >> **Quotation Form – WWS20/0840**

TELEPHONE >> 134810

enquiries@townsville.qld.gov.au
www.townsville.qld.gov.au

Good Morning,

Please find attached the Quotation Form for works to be completed at 70 The Strand NORTH WARD (WWS20/0840) for the quoted amount of \$3850.

Please note that prior to works commencing it is a requirement for the quoted amount to be forwarded to Council. Please pay by your preferred payment option from the following list:

- > Credit card payment over the phone: Customer Service 134810 and **quote code WWS20/0840**.
A payment processing fee may apply to credit card payments. The rate is 0.5% of the payment amount for Visa and MasterCard. Exemptions may apply. Please note: American Express and Diners Cards are not accepted.
- > In person at: Customer Service Centre, 103 Walker Street, Townsville City
Payments accepted in cash, card, cheque, or money order. No cash can be given on debit cards or cheques.
- > By mail: to PO Box 1268, Townsville QLD 4810. Cheques, money orders, postal notes, etc made payable to Townsville City Council and crossed "Not Negotiable" **together with attached signed quotation.**

** PAYMENT VIA ACCOUNT No. 35205.*

If you accept the attached quote, please complete the customer details and sign your agreement at the bottom of the form and return to email enquiries@townsville.qld.gov.au.

Please take note that this quotation is based on the assumption the site is clear of obstruction and working conditions are normal. If variations are required due to abnormal conditions being encountered work will cease, the customer will be notified and required to sign a variation form accepting the additional costs incurred.

If you have any questions regarding the actual quotation please phone, **Wastewater Operations Engineer on 4727 8756**. Any queries about the invoicing or payment procedure please do not hesitate to contact Council on 134810.

Regards

Chris Carvolth
Administration Officer

Privacy Collection Notice: You are providing personal information which will be used for the purpose of delivering services and carrying out council business.

Your personal information is handled in accordance with the Information Privacy Act 2009 and will be accessed by persons who have been authorised to do so. Your information will not be given to any other person or agency unless you have given us permission or the disclosure is required by law.



Email Change Event #HCV001

RCQ Construction
4/458 Flinders Street
Townsville, Queensland 4810
Phone: (07) 4771-3077

Project: RC5-523 - 70 The Strand (Anelay)
70 The Strand
Townsville, Queensland 4810
Phone: 0747713077

Subject: HCV001: Townsville City Council Fee - sewer service

Sent: Tue Mar 23, 2021 at 01:41 PM AEST

From: Mellissa Parsons (RCQ Construction)

To: Lachlan Bell

Cc: Andrew Collyer, Daniel Ogden, Mellissa Parsons

Attachments:

Body:

Good afternoon Lachlan

Please refer attached HCV001

Thanks
Mellissa

Melissa Parsons

From: Melissa Parsons (RCQ Construction) <RCQ_Construction@procoretech.com>
Sent: Tuesday, 23 March 2021 2:17 PM
To: Melissa Parsons
Subject: HCV001: Townsville City Council Fee - sewer service

70 The Strand (Anelay)



More details: [View online](#)  [View PDF](#)

From: Melissa Parsons (RCQ Construction)
Date: Tuesday, 23 March 2021 at 01:41 pm AEST
Sent To: Lachlan Bell (Lachlan Bell Consulting)
CC: Andrew Collyer (RCQ Construction)
Daniel Ogden (RCQ Construction)
Melissa Parsons (RCQ Construction)
Attachments: None

Good afternoon Lachlan

Please refer attached HCV001

Thanks
Melissa

Change Event

Name: #HCV001: Townsville City Council Fee - sewer service
Item #: 0.0
Link: [View This Change Event](#)

More details: [View online](#)  [View PDF](#)

Powered By [Procore](#) | support@procore.com | <https://support.procore.com>

BELL

DEVELOPMENT CONSULTING

06 May 2021

RCQ Projects Pty Ltd
Level 1, 2 Emporio Place
Maroochydore, QLD 4558

Attention: Justin Stainton

Dear Sir

VARIATIONS

PLACE: Anelay 70 The Strand

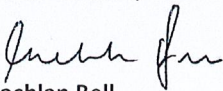
CONTRACT: Design and construction of Anelay (a Mixed Use Development)

With reference to your contract for the above, you are hereby advised that the following Variation Orders have been assessed, as indicated.

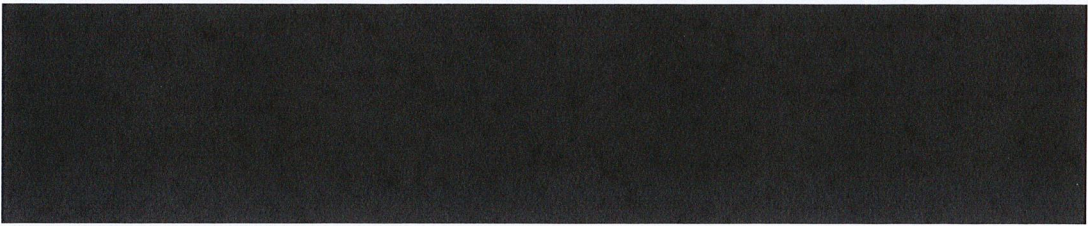
<u>V.O. No.</u>	<u>Addition</u>	<u>Omission</u>	<u>Outcome</u>
1	\$4,043.00		Approved

The contract sum will be adjusted accordingly.

Yours faithfully


Lachlan Bell

Superintendent



Summary

4. CLARIFICATIONS

- Consultants to be novated or engaged directly by RCQ as required.
- Demolition contractors to confirm allowance for removal of asbestos material and external paint as detailed in Envirohealth report dated 3 June 2019. Allowance for mechanical demolition only has been allowed.
- Assumption is High Level Pad footing designs. Site specific geotechnical investigation is required to confirm footing design
- Landscape costs to be reviewed against alternative design (Place Design - foot path sketches). Footpaths and landscape works have been allowed for within Commercial pricing.
- Communication/NBNCo infrastructure is assumed to be in place and available from site boundary
- Electrical infrastructure & substation augmentation to be installed by others and a connection point provided at the site boundary.
- Sewer and Water connection to site in accordance with Operational Works
- Fire pump, domestic cold water pumps and domestic sprinkler systems have been allowed
- Unpainted fair face blockwork finish to internal walls of fire escape stair and carpark areas.
- Residential Hot water system - electric
- Apartment Roof assumption as concrete. Commercial roof sheeting to be 0.48mm BMT Colourbond Ultra and Danpalon in accordance with architect conceptual drawings (Note Danpalon to be reviewed against certification and engineering criteria)
- Commercial to Basebuild spec only. Excludes amenities and internal partitions.
- Windows powder coated aluminium frames in Matt Black with Grey glass.
- Apartment Windows - flyscreens to operable windows only excluding doors
- Apartment doors 10.38mm laminated glass to Rw35. All other windows to Rw30
- Apartment entry doors to have steel frames and fired rated painted doors
- Internal doors as hollow core redicote, painted
- Standard lighting system, no allowance for lighting control systems such as C-Bus/Dynalite or any other PLC based lighting control systems.
- 13 Person Lift with 900 opening.
- Price remains firm for 60 days from the date of this letter, thereafter subject to renegotiation.

5. EXCLUSIONS

- Qleave and PLSL Levy
- QFES Fees
- Statutory Fees, Local Council and other associated fees or contributions
- Plumbing & drainage fees and water/sewer connection or disconnection fees
- Application or fees associated with creation of easements.
- Studies or assessment of the capacity of existing infrastructure to which the site connects.
- Geotech investigation costs
- Piled foundations

34.7 Liquidated damages

If *WUC* does not reach *practical completion* by the *date for practical completion*, the *Superintendent* shall certify, as due and payable to the *Principal*, liquidated damages in *Item 29* for every day after the *date for practical completion* to and including the earliest of the *date of practical completion* or termination of the *Contract* or the *Principal* taking *WUC* out of the hands of the *Contractor*.

If an *EOT* is directed after the *Contractor* has paid or the *Principal* has set off liquidated damages, the *Principal* shall forthwith repay to the *Contractor* such of those liquidated damages as represent the days the subject of the *EOT*.

34.8 Bonus for early practical completion

If the *date of practical completion* is earlier than the *date for practical completion* the *Superintendent* shall certify as due and payable to the *Contractor* the bonus in *Item 30(a)* for every day after the *date of practical completion* to and including the *date for practical completion*.

The *Contractor* hereby waives that part of a bonus exceeding the *Item 30(b)* amount.

34.9 Delay damages

For every day the subject of an *EOT* for a *compensable cause* and for which the *Contractor* gives the *Superintendent* a claim for delay damages pursuant to subclause 41.1, damages certified by the *Superintendent* under subclause 41.3 shall be due and payable to the *Contractor*.

35 Defects liability

The *defects liability period* stated in *Item 32* shall commence on the *date of practical completion* at 4:00 pm.

The *Contractor* shall carry out rectification at times and in a manner causing as little inconvenience to the occupants or users of the *Works* as is reasonably possible.

As soon as possible after the *date of practical completion*, the *Contractor* shall rectify all *defects* existing at the *date of practical completion*.

During the *defects liability period*, the *Superintendent* may give the *Contractor* a *direction* to rectify a *defect* which:

- (a) shall identify the *defect* and the date for completion of its rectification; and
- (b) may state a date for commencement of the rectification and whether there shall be a separate *defects liability period* therefore (not exceeding that in *Item 32*, commencing at 4:00 pm on the date the rectification is completed and governed by this clause).

If the rectification is not commenced or completed by the stated dates, the *Principal* may have the rectification carried out by others but without prejudice to any other rights and remedies the *Principal* may have. The cost thereby incurred shall be certified by the *Superintendent* as moneys due and payable to the *Principal*.

36 Variations

36.1 Directing variations

The *Contractor* shall not vary *WUC* except as directed in writing.

The *Superintendent*, before the *date of practical completion*, may direct the *Contractor* to vary *WUC* by any one or more of the following which is nevertheless of a character and extent contemplated by, and capable of being carried out under, the provisions of the *Contract* (including being within the warranties in subclause 2.2):

- (a) increase, decrease or omit any part;

- (b) change the character or quality;
- (c) change the levels, lines, positions or dimensions;
- (d) carry out additional *work*;
- (e) demolish or remove material or *work* no longer required by the *Principal*.

36.2 Proposed variations

The *Superintendent* may give the *Contractor* written notice of a proposed *variation*.

The *Contractor* shall as soon as practicable after receiving such notice, notify the *Superintendent* whether the proposed *variation* can be effected, together with, if it can be effected, the *Contractor's* estimate of the:

- (a) effect on the *program* (including the *date for practical completion*); and
- (b) cost (including all warranties and time-related costs, if any) of the proposed *variation*.

The *Superintendent* may direct the *Contractor* to give a detailed quotation for the proposed *variation* supported by measurements or other evidence of cost.

The *Contractor's* costs for each compliance with this subclause shall be certified by the *Superintendent* as moneys due to the *Contractor*.

36.3 Variations for convenience of Contractor

If the *Contractor* requests the *Superintendent* to direct a *variation* for the convenience of the *Contractor*, the *Superintendent* may do so. The *direction* shall be written and may be conditional. Unless the *direction* provides otherwise, the *Contractor* shall be entitled to neither extra time nor extra money.

36.4 Pricing

The *Superintendent* shall, as soon as possible, price each *variation* using the following order of precedence:

- (a) prior agreement;
- (b) applicable rates or prices in the *Contract*;
- (c) rates or prices in a *schedule of rates* or schedule of prices, even though not *Contract* documents, to the extent that it is reasonable to use them; and
- (d) reasonable rates or prices, which shall include an amount for profit and overheads at the rate stated in Item 32A,

and any deductions shall include an amount for profit but not overheads at the rate stated in Item 32B.

That price shall be added to or deducted from the *contract sum*.

37 Payment

37.1 Progress claims

The *Contractor* shall claim payment progressively in accordance with *Item 33*.

An early progress claim shall be deemed to have been made on the date for making that claim.

Each progress claim shall be given in writing to the *Superintendent* and shall include details of the value of *WUC* done and may include details of other moneys then due to the *Contractor* pursuant to the provisions of the *Contract*.