

Melissa Parsons

CPCCB4029B - Practical Task Occasion 2

From: [Melissa Parsons \(RCQ Construction\)](#)
To: [Melissa Parsons](#)
Subject: HCV003: Townsville City Council Fee - Building over services application
Date: Tuesday, 23 March 2021 2:29:23 PM

70 The Strand (Anelay)



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

From: Melissa Parsons (RCQ Construction)
Date: Tuesday, 23 March 2021 at 02:29 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 HCV003

Thanks
Melissa

Change Event

Name: #HCV003: Townsville City Council Fee - Building over services application
Item #: 0.0
Link: [View This Change Event](#)

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

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

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: HCV003 – TCC BOS Application Fee

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 Building over services application fee	
Substance of the variation:	Invoice 200011717 Building over services application fee	
Variation validation:	Authority Fees are excluded from RCQ contract works	
Cost of variation:	TCC Fee	\$368
	RCQ overheads and margin (5%)	\$18
	Total Rounded (Excluding GST)	\$386
Claim for an EOT:	RCQ will not be presenting a claim for delay associated with these works	

Yours faithfully
for RCQ Projects Pty Ltd

Melissa Parsons

Melissa Parsons
for **Contract Administrator**

SUNSHINE COAST: | PO Box 1132, Maroochydore QLD 4558 | P. +61 7 5459 1800 | F. +61 7 5459 1899
BRISBANE: | PO Box 553, Fortitude Valley QLD 4006 | P. +61 7 3257 1800
TOWNSVILLE: | PO Box 5988, Townsville QLD 4810 | P. +61 7 4771 3077

Tax Invoice



Townsville

RCQ Projects Pty Ltd
PO Box 1132
MAROOCHYDORE QLD 4558

Date Issued 10-Dec-2020

Due Date 09-Jan-2021

Total Due \$368.00

Invoice No. 200011717

Customer No. 35205

TERMS NET 30 DAYS

DESCRIPTION	Qty	Unit Price (Inc GST)	Total (Exc GST)	Total (Inc GST)
Application Fees (NO GST) CAR20/0464 - 70 The Strand NORTH WARD QLD 4810 Your Reference: Reference No. RC5-523-4565	1.00	368.00	368.00	368.00

Total Amount of GST Payable \$ 0.00

Total Amount Due \$ 368.00

Due Date: 09-Jan-2021

* INDICATES TAXABLE SUPPLY

NOTE: ERRORS AND OMISSIONS EXCEPTED

HOW TO PAY YOUR INVOICE

Post
Billpay

Billpay Code: 2406

Ref: 0000 0000 7540 5605

Pay in-store at Australia
Post, online at auspost.
com.au/postbillpay or
by phone 13 18 16



BPOINT

Ref: 0000 0000 7540 5605

Call 1300 886 759
to pay with MasterCard or Visa.

MAIL >> Detach this portion of the
account and mail to PO Box 1268,
Townsville QLD 4810. Payments can be
made by cheque or money order, made
payable to Townsville City Council.

ONLINE >> Pay your account using a credit
card at www.townsville.qld.gov.au.



Bill Code: 485391

Ref: 0000 0000 7540 5605

Contact your participating Financial Institution to make this
payment directly from your cheque, savings or credit card account.

BPAY® this payment via Internet or phone banking.

BPAY VIEW® - View and pay this bill using Internet banking.

BPAY VIEW REGISTRATION NO. is your Customer Reference No.

© Registered to BPAY Pty Ltd ABN 69 079 137 518



*2406 0000000075405605

Invoice No. 200011717

Customer No. 35205

Due Date 09-Jan-2021

Total Due \$368.00



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

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

CHANGE EVENT #HCV003 - Townsville City Council Fee - Building over services application

Origin:

Date Created:	23/3/2021	Created By:	Mellissa Parsons
Status:	Approved	Scope:	Out of Scope
Type:	TBD	Change Reason:	Allowance
Description:	Good morning Lachlan		

Please refer attached HCV003

Thanks
Mellissa

Attachments: [HCV003_004 Approval Letter.pdf](#), [20210322 HCV003 - TCC BOS Application Fee.pdf](#)

CHANGE EVENT LINE ITEMS

Budget Code	Vendor / Contract	Head PV PV	ROM	RFQ	Commit.	Budget Mod.
			\$0.00			
Grand Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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>
3	\$ 386.00		Approved
4	\$13,774.00		Approved

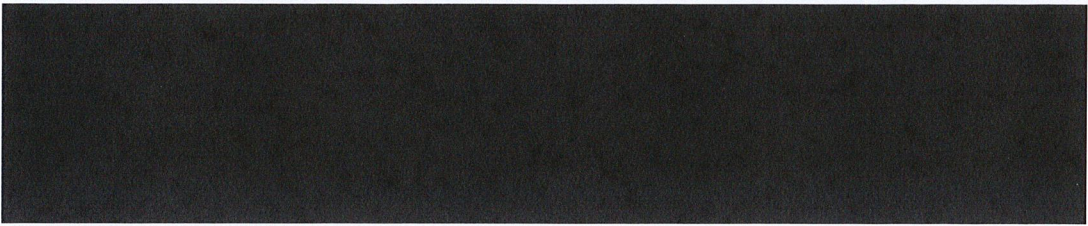
The contract sum will be adjusted accordingly.

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*.