70.5° SEP-21-76 44738 0/S\$ · · · 400 B DUPLSI 0\$0 ★ ★ \* 0.50 AGREEMENT made this

One Thousand Nine Ship dieds WHEE SANSAME ALL INC.

#### BETWEEN JAMES HARDIE AND CO PTY LIMITED

of Box 188 Post Office <u>HAMILTON CENTRAL</u> in the State of Queensland (hereinafter and in the documents referred to as "the Contractor") of the one part

of Kent Street MARYBOROUGH in the State of Queensland

(hereinafter and in the documents referred to as "the Council" or "the Principal") of the other part

#### WHEREAS

- 1. Tenders were invited for HERVEY BAY WATER SUPPLY AUGMENTATION 
  CONTRACT W-64 SUPPLY AND DELIVERY OF ASBESTOS CEMENT PIPES

  AND CAST IRON PIPES AND FITTINGS according to the plans and specification and under and subject to the General and Special Conditions of Contract and the Conditions of Tendering annexed hereto.
- 2. The Contractor submitted a tender on the appropriate form dated the Fifteenth day of June 1976 and marked Annexure "A" accompanied by Schedule of Rates dated the Fifteenth day of June 1976 and marked Annexure "B" and letter dated the Fifteenth day of June 1976 and marked Annexure "C".
- 3. The Contractor therein offered to complete the various works at the Unit Rates stated in the 3 redule of Rates within the time specified.
- 4. The offer for Schedule A Asbestos cement Pipes was accepted and notice of acceptance was forwarded to the Contractor by

the Council by letter dated the Twentyninth day of July 1976 and marked Annexure "D".

5. The Contractor has lodged the required amount as Security

Deposit so far as the amount shall be sufficient for the

due and faithful performance of this Contract.

#### IT IS HEREBY AGREED AND DECLARED

- 1. THAT in pursuance of the said agreement and in consideration of the premises the Contractor hereby covenants with the Council and its assigns that the Contractor shall faithfully execute and complete the several works and provisions in conformity herewith and with the said several annexures hereto within the time stated.
- 2. THAT in consideration of the due execution and completion of the said works and provisions the Council hereby covenants with the Contractor that the Council shall pay to the Contractor such sums as may become payable to the Contractor under the provisions of the Contract at such time and in such manner as provided in the Contract.
- 3. THAT the said several annexures hereto shall be deemed to be incorporated herein and taken and read and construed as if same were embodied in and formed part of those presents and the said several annexures hereto and these presents shall together be taken to be the Contract between the parties in respect of the said works.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year hereinbefore written

SIGNED SEALED AND DELIVERED by the)

JAMES HARDIE & CO. PTY. LIMITED

abovenamed JAMES HARDIE AND CO

PTY LIMITED in the presence of 
Pipe Sales Manager

THE COMMON SEAL OF THE COUNCIL OF THE

SHIRE OF HERVEY BAY was affixed hereto)

in the second of

member of the Council on the

in the presence of the undersigned

in the presence of -

Shire Clerk

C**ha**irman

A Justice of the Reace

003

(Applicable where the Principal is a Queensland Local Government Authority)

Contract No. W-64 Fo	or ZOPPLY AND DE	LIVERY OF ASBESTOS CEMENT
	PIPES AND CAS	T IRON PIPES AND FITTINGS
Tenders shall close at 11	a.m. on	
at the Public Office of t	the Principal at	MARYBOROUGH

 Full particulars of the works specified, including the Tender Documents, may be inspected and/or obtained at the Office of Gutteridge, Haskins & Davey Pty Ltd, Consulting Engineers Planners Surveyors, 87 Wickham Terrace, BRISBANE.

Intending Tenderers will be supplied with a copy of the Tender Documents on payment of such sum as may be specified in the advertisement calling Tenders. The amount charged will be refunded to the successful Tenderer and also to bona fide Tenderers who return the Tender Documents in good order and condition within fourteen (14) days of closing of Tenders. One copy only will be credited in such manner to each Tenderer, notwithstanding that such Tenderer has purchased more than one copy.

- 2. Tenders must be submitted on the forms provided, each of which shall be signed by the Tenderer. All information called for on the forms shall be inserted in the respective places provided.
- 3. Every Tender shall set forth the full Christian Names, Surname and address of the Tenderer, and when the Tender is in the name of a firm the names in full and addresses of each member of the firm; when the Tender is by a Company the Tender shall set forth the name of the Company and the address of the Registered Office of the Company.
- 4. Tenderers shall submit full information regarding the following with their tender otherwise their tender may not be considered.
  - (a) If the Tenderer is a Partnership or a Company, the Partners or Directors shall be named and in each case their personal experience or qualifications in the type of work being tendered for shall be stated.
  - (b) Details of similar contracts completed within the last five (5) years shall be set out stating:
    - (a) Principal
    - (b) Description of Contract
    - (c) Value of Contract
    - (d) Time of Completion
    - (e) Consulting Engineer or other Referee.
  - (c) A schedule of plant, equipment and organisation proposed for this Contract shall be included.
  - (d) The Tender shall state if plant or equipment is owned or to be hired.
  - (e) The Tender shall state of the Bankers and



the address of the branch.

- (f) The Tender shall state any current or future commitments on large Contracts.
- 5. Every Tender shall be enclosed in a sealed envelope addressed to the Principal and the front of the envelope shall be endorsed with the Contract Number and a brief description of the Contract.
- 6. Tenders may be lodged by post or by a recognised carrier providing a direct delivery service to the Public Office of the Principal but otherwise shall be lodged in the Tender Box at the Public Office of the Principal by being placed therein before the time specified for the closing of Tenders. Any Tender not in the Tender Box before the specified closing time shall not be considered unless there is evidence satisfactory to the Principal that such Tender -
  - (i) was delivered to the Principal before the specified closing time; or
  - (ii) was either posted or despatched by a recognised carrier providing a direct delivery service to the Public Office of the Principal in sufficient time to reach the Principal under normal circumstances before the specified closing time but was still in course of delivery by post or by the recognised carrier at the specified closing time.
- 7. No Tender received by telephonic or telegraphic advice will be considered.
- 8. If the Contract to be tendered for is a Schedule of Rates Contract each Tenderer shall state in the Schedule of Rates provided, the rates at which he offers to carry out the various items of work and shall in addition state the total price arrived at by summing the itemised amounts. The sum to be inserted in the Tender shall agree with the total in the Schedule of Rates and shall not be deemed or taken to mean a Lump Sum Contract but is inserted merely to enable the Principal to ascertain which Tender is the lowest. If any error be made in the calculation or summation of the prices the Tenderer shall be bound by the rates stated in the Schedule and the amount stated in the Tender shall be altered by the Principal to conform with the amount shown in the Schedule after correction.
- 9. If the Contract to be tendered for is a Lump Sum Contract, each Tenderer shall deposit with his Tender a Schedule of Prices fully priced, moneyed out to agree with the Lump Sum of his Tender and signed by the Tenderer. The Lump Sum shall be the stated Lump Sum of the Tender and shall agree with the correct addition of the itemised amounts. If any Tender shall be accepted and any correction shall be necessary in such Schedule of Prices to arrive at the Lump Sum in manner hereinbefore in this clause provided, the successful Tenderer shall, without any undue delay, make such alterations in and to the Schedule of Prices (and whether in the quantities) thereof or in the rates) as the Principal shall consider necessary for such purpose.

- 10. The whole of the works specified will be let as one Contract except as may otherwise be stated in the Specification.
- 11. Each Tenderer shall show in his Tender the time within which he is prepared to perform the Contract, unless a time for completion of the Contract is specified in the Tender Documents.
- 12. Where the Tender is for the execution of any work, Tenderers are required to visit the site of the work and satisfy themselves of local conditions and facilities. The Principal will not be liable for any claim on the ground of insufficient information.
- 13. The Principal shall not be bound by any verbal advice given or information furnished by any Officer of the Frincipal in respect of the Contract but shall be bound only by written advice or information furnished by the Principal.
- 14. Each Tenderer shall, as a guarantee of good faith, deposit with his Tender the sum of one per centum (1%) of the total amount of his Tender. Each such deposit shall be in bank draft, bank certified cheque, money order, or other security approved by the Principal.
- 15. In consideration of the Principal undertaking to investigate and take into account each Tender and in consideration of the work thereby involved, all moneys deposited by the Tenderer may be forfeited to the Principal, if the Principal so decides, in the event of such Tenderer withdrawing his Tender within 60 days after the closing date of Tenders.
- 16. The successful Tenderer shall be notified in writing of the acceptance of his Tender subject to the conditions stated in the General Conditions of Contract, and he must thereupon, within the time mentioned therein, deposit the amount provided for in the said General Conditions of Contract, and such amount shall be held by the Principal as security for the due and faithful performance and fulfilment of his Tender and the Contract arising out of the acceptance thereof; and the said Tenderer shall within the time provided for in the aforesaid General Conditions of Contract execute sign and deliver to the Principal a deed or agreement for the due and faithful performance and fulfilment of his Tender and the Contract arising out of the acceptance thereof.
- 17. The Principal shall not be bound to accept the lowest or any Tender nor will the Principal be responsible for or pay for expenses or losses which may be incurred by any Tenderer in the preparation of his Tender.
- 18. Attention is drawn to the Special Treasury Loan Conditions. Where these conditions allow the allotment of preference to goods or materials of local manufacture, the Tenderer shall supply such information as may be specified so that all claims for any such preference may be fully considered. If a Tenderer fails to supply such information as is so specified to be supplied, he shall have no claim for any such preference.



- 19. Any Tender which does not comply in every respect with the requirements of the Tender Documents may be rejected.
- 20. Attention is drawn to the Standard Code of Tendering, the provisions of which will be observed in awarding this Contract. A copy of this Code is available for inspection at the office of the Consulting Engineers.

	Tendering referred to in my Tender HARDIE & CO. PTY. LIMITED
(Signed)	
	Tenderer Manager
	15 Jane 1976



FORM OF TENDER 3/74 SCHEDULE OF RATES CONTRACT This is ANNEXURE ...... referred to in the Agreemed CONTRACT NO. W - 64Signed A. BURRUM SHIRE COUNCIL Pipe Sales Manager HERVEY BAY WATER SUPPLY AUGMENTATION SUPPLY TO TAKURA I/We, the undersigned, do hereby tender to provide the materials and perform the various works required for -SUPPLY AND DELIVERY OF ASBESTOS CEMENT PIPES AMD CAST IRON PIPES AND FITTINGS agreeably to the Specification which has been inspected by me (or us) at the respective prices set out against each item in the Schedule of Rates annexed hereto and to complete the same within the time stated in the documents. The total cost of the Tender based on the Quantities and Unit Rates as set out in the aforesaid Schedule of Rates is \$... I/We hereby undertake that I/we shall as required by the tender documents execute the formal instrument of agreement and return two copies thereof to the Principal and lodge with the Principal a security and I/we enclose herewith my/our preliminary deposit in the sum of \$..5609.00. and I/we agree that such sum shall be absolutely forfeited if I/we at any time within sixty days after the said Tender is opened, withdraw same: Or if, in the event of this Tender being accepted, I/we fail to complete the abovementioned Contract Document within fourteen days thereafter; and further, that this Tender is made subject to the Conditions of Tendering by which I/we agree to be bound. FIFTEENTH JUNE Dated this.....Pot and on behalf of Day of .... SIGNATURE OF PARTY JAMES HARDIE & CO. PTY. LIMITED

SIGNATURE OF PARTY JAMES HARDIE & CO. PTY. LIMITED

OR FIRM TENDERING.

ADDRESS.

Pipe Sales Manager

Pipe



DOWNOR DITTUT COOMCIT

## HERVEY BAY WATER SUPPLY AUGMENTATION

SUPPLY TO TAKURA

SUPPLY AND DELIVERY OF ASBESTOS CEMENT PIPES AND CAST IRON PIPES AND FITTINGS.

(Schedule of Rates Contract)

SCHEDULE OF MATES

SCHEDULE A: ASBESTOS CEMENT PIPES.

	Item	DESCRIPTION	Qtv	Unit <sup>*</sup>	Rate \$	Amount S
	ŀ	OTES: (i) Freight and Insurance to e included with each individual tem.				93
	c r	(ii) All pipes shall be supplied omplete with Supertite Couplings, ubber jointing gaskets and lubricant		1	CY TO	
	c	(iii) No internal or external oating.	•			
Ç		(iv) Working Pressure 1.65 MPa (v) Works Test Pressure 3.3 PIPES. MPa				
		450 mm nominal diameter ADDITIONAL COUPLINGS	4900	lin.m	31.60	470840.00
		Complete with rubber rings and jointing fluid 450 mm nominal		, s		
•		diameter.	10.0	No -	19.60	1960.00
		Right				
		"uger	·	-		
		8977			٠.	·
- (		TOTAL SCHEI	OULE A			
		20			·	
	c?			·		-
						4 <b>7</b> 2800 <b>.</b> 00

Tenderer's Name		HARDIE & CO	PTY	. LIMITED	
		C 1/a			••••••
Signature of Tenderer		િન્છ્રે	Saleg.	નેત્રીલાયલુક્કમાના	•••••
Time of Completion	refer letter	Weeks/Montles.	Date:	15th June,	1976

Office use only

This is ANNEXURE 6 referred to in the Agreement.

# JAMES HARDIE & COY. PTY. LIMITED

"ASBESTOS HOUSE", BREAKFAST CREEK RD., NEWSTEAD
"ASBESTOS HOUSE", RANDLE ROAD, MEEANDAH
BOUNDARY ROAD, WACOL

AND AT

SYDNEY, NEWCASTLE MELBOURNE, ADELAIDE PERTH, TOWNSVILLE AND AUCKLAND BRISBANE, Q.

TELEX: HARBEST AA41031
CABLES AND TELEGRAMS
FIBROLITE" BRISBANE
TELEPHONES:
NEWSTEAD 52 3141
MEEANDAH 260 1522
WACOL 372 4022

P.O. BOX 188, HAMILTON CENTRAL, Q. 4007

15th June, 1976.

CJB:SJ

The Shire Clerk, Hervey Bay Shire Council, P.O. Box 101, MARYBOROUGH. QLD..4650

Dear Sir.

This is ANNEXURE
referred to in the Agreement
Signed Signed for Contractor

MPIpe Sales Manager

Contract W64 - Hervey Bay Water Supply Augmentation Supply to Takura Manufacture, Supply and Delivery of Asbestos Cement Pressure Pipe and Cast Iron Fittings

We have pleasure in submitting our tender for the above contract in accordance with the Specifications and Schedules.

#### ASBESTOS CEMENT PRESSURE PIPES SCHEDULE A

The pipes would be manufactured in our works at Meeandah, in Queensland, by the "Mazza" process, to conform with Australian Standard A.S. 1711-1975 with variation to Clause 14.1 where the minimum ultimate circumferential tensile strength is raised to 31 MPa.

In accordance with Clause 5 of A.S. 1711-1975, and Clause W64-111 of this Specification, each pipe will be hydrostatically proof tested to a minimum of 3.3 MPa. The pipes offered are designated 450 mm Code 203.

#### CAST IRON FITTINGS SCHEDULE B

The cast iron fittings offered in this Schedule B will be in accordance with Clauses %4/121-135 i.e.

- (a) Class D wall thickness long type.
- (b) Heavy cement lined
- (c) Plain ends machined to Supertite dimensions
- (d) Coal tar-epoxy coated
- (e) Tested to 3.5 MPa.

#### DELIVERY

We agree to the requirement of completion of delivery within 10 weeks of formal acceptance.

Unit rates include rail and road freight to site and unloading in truck load lot at intervals, as indicated by the Council officer, subject to all weather access by loaded conventional vehicles.

Every effort will be made to carry out the contract in accordance with our offer but if our ability to do so or to obtain the necessary labour, materials or articles, or the cost thereof, or of obtaining or importing the same be

#### DELIVERY CONT.

THIS FORMS PART OF ANNEXURE ............

shall be entitled nevertheless to payments for any work already done or delive made thereunder calculated on the basis of the price rates provided by the contract.

#### FIXED PRICE TENDER - SCHEDULES A & B

The unit rates quoted will be held firm to 30th September 1976, subject to receiving acceptance on or before 9th July 1976.

#### RISE AND FALL TENDER - SCHEDULES A & B

Should acceptance be delayed, so that completion by 30th September 1976 cannot be carried out within the 10 weeks period, then we reserve the right to claim any variation to the unit rates quoted in our Fixed Price Tender - Schedules A & B, as set out below.

Reference is made to clause V-64.030 of the Conditions of Contract.

The tendered unit rates are based on the rates, wages and conditions of employ and raw materials cost ruling at the 20th August 1976. The rates are subject variation, based on the following formula:-

#### A.C. Products

For each 1% variation in the weighted average of base rates for all employees in all categories of labour listed under the "Fibrolite Asbestos Cement Pressur Pipe Manufacturing - James Hardie & Coy. Pty. Limited Industrial Agreement, "the ex works unit rates will vary by 0.41%.

For each 1% variation in the cost of raw materials, the ex works unit rates will vary by 0.40%.

Award or statutory variation for conditions of employment are to be converted t an equivalent variation in the applicable weekly wage for the purpose of adjusting the contract sum.

We also reserve the right to claim, as an extra, any increases in rail and road freight which occur.

#### C.I. FITTINGS

We reserve the right to claim as an extra, any increases in supplier's prices  $\nu$  occur.

#### TERMS OF TRADING

Our offer is on the basis of payment in full within 30 days of despatch of each consignment.

#### GENERAL

The material is tested and passed by Department of Local Government Inspectors, as fulfilling the specification.

We claim Queensland Manufacturer's Preference for the tendered sum.

We enclose our Bank Guarantee for \$5609.00 being 1% of the total tender figure as required by the conditions of tendering.

We have endorsed and now forward the tender documents, and trust that Mou will find them in order.

# Council of the Shire of Hervey Bay

Council Chambers, Kent St., Maryborough, Qld.

ALL COMMUNICATIONS TO BE ADDRESSED TO THE SHIRE CLERK

POSTAL ADDRESS BOX 101, MARYBOROUGH, 4650 TELEPHONES: 21 2384, 21 2385

SUB-OFFICE HERVEY BAY. TELEPHONES: 28 1322, 28 1943

CFB

29th July, 1976.

James Hardie and Co. Pty. Ltd., P.O. Box 188, HAMILTON CENTRAL. 4007

Dear Sir.

This is ANNEXURE referred to in the Agreemen Signed Signed pe Sales Manager

'Hervey Bay Water Supply Augmentation Contract W64 - Schedule A Supply and Delivery A.C. Pipes and Couplings

I refer to your tender for the above contract and have to advise same is accepted at and for the rates and prices set out in the schedule of quantities annexed to your tender, and amounting to \$472,800.

In accordance with Councils letter of July 7 giving preliminary advice of the acceptance of your tender, delivery schedule of the pipes will be required to be spread over the period ending 30th August, 1977 according to availability of loan funds, approval for which Council has received. and delivery schedule is tobe co-ordinated between your Company and myself before each delivery is made.

Security deposit required to be lodged totals \$6,728.

As Council presently holds \$5,609 as guarantee. for tender deposit, receipt of the balance of \$1,119 is requested, following which contract documents will be forwarded to you for completion.

Yours faithfully,

T.H. FARR,

SHIRE CLERK.

BURRUM SHIRE COUNCIL

HERVEY BAY WATER SUPPLY AUGMENTATION

SUPPLY TO TAKURA

SPECIFICATION

FOR

CONTRACT W-64

SUPPLY AND DELIVERY OF ASBESTOS CEMENT PIPES AND CAST IRON PIPES AND FITTINGS

Approved by the

Signed

BURRUM SHIRE COUNCIL

Chairman

e. Shire Clerk

..... Consulting Engineer

Date

GUTTERIDGE HASKINS & DAVEY PTY LTD
CONSULTING ENGINEERS PLANNERS SURVEYORS
87 WICKHAM TERRACE
BRISBANE 4000

429



# JUN-27-77 184696

A S/BLST 850 \* +\*4.01

AGREEMENT Made this Fifteenth day of March March One Thousand Nine Hundred and Seventy-Seven

#### BETWEEN JAMES HARDIE AND CO. PTY. LTD.

of P.O.Box 188, Hamilton Central the State of Queensland (hereinafter and in the domuments referred to as "the Contractor" of the one part

AND THE COUNCIL OF THE SHIRE OF HERVEY BAY

of Bideford Street, Torquay, in the State of Queensland

(hereinafter and in the documents referred to as "the

Council" or the "Principal") of the other part

#### WHEREAS

1. Tenders were invited for <u>Contract W69 - Schedule A</u>

<u>Supply and Delivery of A.C. Pipes</u>

according to the plans and specification and under and subject to the General and Special Conditions of Contract and the Conditions of Tendering annexed hereto.

- 2. The Contractor submitted a tender on the appropriate form dated the 24th day of November, 1976 and marked Annexure "A" accompanied by Schedule of Rates dated the 24th day of November, 1976 and marked Annexure "B".
- 3. The Contractor therein offered to complete the various works at the Unit Rates stated in the Schedule of Rates within the time specified.
- 4. The offer was accepted and notice of acceptance was forwarded to Stamp Duties Office Council by letter 018498 27. UN. 1977

BRISBANE

dated the 15th day of March. 17 and marked anmerure "C".

5. The Contractor has lodged the required amount as Security Deposit so far as the amount shall be sufficient for the due and faithful performance of this Contract.

#### IT IS HEREBY AGREED AND DECLARED

- 1. THAT in pursuance of the said agreement and in consideration of the premises the Contractor hereby covenants with the Council and its assigns that the Contractor shall faithfully execute and complete the several works and provisions in conformity herewith and with the said several annexures hereto within the time stated.
- THAT in consideration of the due execution and completion of the said works and provisions the Council hereby covenants with the Contractor that the Council shall pay to the Contractor such sums as may become payable to the Contractor under the provisions of the Contract at such time and in such manner as provided in the contract.
- THAT the said several annexures hereto shall be deemed to be incorporated herein and taken and read and construed as if same were embodied in and formed part of those presents and the said several annexures hereto and these presents shall together be taken to be the Contract between the parties in respect of the said 015 works.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year hereinbefore written

SIGNED SEALED AND DELIVERED by the For and on behalf of JAMES HARDIE & CO. PTY. LIMITED abovenamed JAMES HARDIE & CO. PTY. LIMITED C. J. BARTON (PIPE SALES MANAGER)

Donis 9 Timores

THE COMMON SEAL OF THE COUNCIL OF THE

SHIRE OF HERVEY BAY was affixed hereto in the presence of the undersigned members of the Council on the

day of

in the presence of

Shire Clerk

(Applicable where the Principal is a Queensland Local Government Authority)

Contract No. W-69	ForSupply and Delivery of Pipes.	Asbestos Cement
Tenders shall close at	ll a.m. on	
at the Public Office o	of the Principal at	09
7 77.77		

 Full particulars of the works specified, including the Tender Documents, may be inspected and/or obtained at the Office of Gutteridge, Haskins & Davey Pty Ltd, Consulting Engineers Planners Surveyors, 87 Wickham Terrace, BRISBANE.

Intending Tenderers will be supplied with a copy of the Tender Documents on payment of such sum as may be specified in the advertisement calling Tenders. The amount charged will be refunded to the successful Tenderer and also to bona fide Tenderers who return the Tender Documents in good order and condition within fourteen (14) days of closing of Tenders. One copy only will be credited in such manher to each Tenderer, notwithstanding that such Tenderer has purchased more than one copy.

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- 3. Every Tender shall set forth the full Christian Names, Surname and address of the Tenderer, and when the Tender is in the name of a firm the names in full and addresses of each member of the firm; when the Tender is by a Company the Tender shall set forth the name of the Company and the address of the Registered Office of the Company.
- 4. Tenderers shall submit full information regarding the following with their tender otherwise their tender may not be considered.
  - (a) If the Tenderer is a Partnership or a Company, the Partners or Directors shall be named and in each case their personal experience or qualifications in the type of work being tendered for shall be stated.
  - (b) Details of similar contracts completed within the last five (5) years shall be set out stating:
    - (a) Principal
    - (b) Description of Contract
    - (c) Value of Contract
    - (d) Time of Completion
    - (e) Consulting Engineer or other Referee.
  - (c) A schedule of plant, equipment and organisation proposed for this Contract shall be included.
  - (d) The Tender shall state if plant or equipment is owned or to be hired.
  - (e) The Tender shall state othe name of the Bankers and

the address of the branch.

- (f) The Tender shall state any current or future commitments on large Contracts.
- 5. Every Tender shall be enclosed in a sealed envelope addressed to the Principal and the front of the envelope shall be endorsed with the Contract Number and a brief description of the Contract.
- 6. Tenders may be lodged by post or by a recognised carrier providing a direct delivery service to the Public Office of the Principal but otherwise shall be lodged in the Tender Box at the Public Office of the Principal by being placed therein before the time specified for the closing of Tenders. Any Tender not in the Tender Box before the specified closing time shall not be considered unless there is evidence satisfactory to the Principal that such Tender -
  - (i) was delivered to the Principal before the specified closing time; or
  - (ii) was either posted or despatched by a recognised carrier providing a direct delivery service to the Public Office of the Principal in sufficient time to reach the Principal under normal circumstances before the specified closing time but was still in course of delivery by post or by the recognised carrier at the specified closing time.
- 7. No Tender received by telephonic or telegraphic advice will be considered.
- 8. If the Contract to be tendered for is a Schedule of Rates Contract each Tenderer shall state in the Schedule of Rates provided, the rates at which he offers to carry out the various items of work and shall in addition state the total price arrived at by summing the itemised amounts. The sum to be inserted in the Tender shall agree with the total in the Schedule of Rates and shall not be deemed or taken to mean a Lump Sum Contract but is inserted merely to enable the Principal to ascertain which Tender is the lowest. any error be made in the calculation or summation of the prices the Tenderer shall be bound by the rates stated in the Schedule and the amount stated in the Tender shall be altered by the Principal to conform with the amount shown in the Schedule after correction.
- 9. If the Contract to be tendered for is a Lump Sum Contract, each Tenderer shall deposit with his Tender a Schedule of Prices fully priced, moneyed out to agree with the Lump Sum of his Tender and signed by the Tenderer. The Lump Sum shall be the stated Lump Sum of the Tender and shall agree with the correct addition of the itemised amounts. If any Tender shall be accepted and any correction shall be necessary in such Schedule of Prices to arrive at the Lump Sum in manner hereinbefore in this clause provided, the successful Tenderer shall, without any undue delay, make such alterations in and to the Schedule of Prices (and whether in the quantities thereof or in the rates) as the Principal shall consider necessary for such purpose.

- 10. The whole of the works specified will be let as one Contract except as may otherwise be stated in the Specification.
- 11. Each Tenderer shall show in his Tender the time within which he is prepared to perform the Contract, unless a time for completion of the Contract is specified in the Tender Documents.
- 12. Where the Tender is for the execution of any work, Tenderers are required to visit the site of the work and satisfy themselves of local conditions and facilities. The Principal will not be liable for any claim on the ground of insufficient information.
- 13. The Principal shall not be bound by any verbal advice given or information furnished by any Officer of the Principal in respect of the Contract but shall be bound only by written advice or information furnished by the Principal.
- 14. Each Tenderer shall, as a guarantee of good faith, deposit with his Tender the sum of one per centum (1%) of the total amount of his Tender. Each such deposit shall be in bank draft, bank certified cheque, money order, or other security approved by the Principal.
- 15. In consideration of the Principal undertaking to investigate and take into account each Tender and in consideration of the work thereby involved, all moneys deposited by the Tenderer may be forfeited to the Principal, if the Principal so decides, in the event of such Tenderer withdrawing his Tender within 60 days after the closing date of Tenders.
- 16. The successful Tenderer shall be notified in writing of the acceptance of his Tender subject to the conditions stated in the General Conditions of Contract, and he must thereupon, within the time mentioned therein, deposit the amount provided for in the said General Conditions of Contract, and such amount shall be held by the Principal as security for the due and faithful performance and fulfilment of his Tender and the Contract arising out of the acceptance thereof; and the said Tenderer shall within the time provided for in the aforesaid General Conditions of Contract execute sign and deliver to the Principal a deed or agreement for the due and faithful performance and fulfilment of his Tender and the Contract arising out of the acceptance thereof.
- 17. The Principal shall not be bound to accept the lowest or any Tender nor will the Principal be responsible for or pay for expenses or losses which may be incurred by any Tenderer in the preparation of his Tender.
- 18. Attention is drawn to the Special Treasury Loan Conditions. Where these conditions allow the allotment of preference to goods or materials of local manufacture, the Tenderer shall supply such information as may be specified so that all claims for any such preference may be fully considered. If a Tenderer fails to supply such information as is so specified to be supplied, he shall have no claim for any such preference.

- 19. Any Tender which does not comply in every respect with the requirements of the Tender Documents may be rejected.
- 20. Attention is drawn to the Standard Code of Tendering, the provisions of which will be observed in awarding this Contract. A copy of this Code is available for inspection at the office of the Consulting Engineers.

	These are the Conditions of Tendering referred to in my Tender.
(Signed)	
·	#O /I/I/O
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, Reliable	
e CRC	

FORM OF TENDER 3/74
SCHEDULE OF RATES CONTRACT

CONTRACT NO. W-69
HERVEY BAY SHIRE COUNCIL
DUNDOWRAN WATER SUPPLY

I/We, the undersigned, do hereby tender to provide the materials and perform the various works required for - Supply and Delivery of Asbestos Cement Pipes,

and I/we agree that such sum shall be absolutely forfeited if I/we at any time within sixty days after the said Tender is opened, withdraw same: or if, in the event of this Tender being accepted, I/we fail to complete the abovementioned Contract Document within fourteen days thereafter; and further, that this Tender is made subject to the Conditions of Tendering by which I/we agree to be bound.

Dated this twenty-fourth F.	or and on behavior November
SIGNATURE OF PARTY J	AMES HARDIE & CO. PTV LIMITED
ADDRESS	- Baile
WITNESS	O. Box 188, Hamilton Contral, Old. According
	O. Box 188, Hamilton Contral, Old. According

Ī	This is Annexure "A"
1	This is Annexure Agreement.
ŀ	Signed For and on behalf of JAMES HARDIE & CO. PTY. LIMITED
	JAMES HARDIE & CO. PTY. LIMITE
5	Signed for Contractor
	0213. BARTON (PIPE SALES MANACE

..2/

for a

## HERVEY BAY SHIRE COUNCIL

#### CONTRACT W-69

DUNDOWRAN WATER SUPPLY

SUPPLY AND DELIVERY OF ASBESTOS CEMENT PIPES, AND CAST IRON PIPES, FITTINGS AND VALVES

This is ANNEXURE... referred to in the Agreement.

Signed or and on behalf of for Principal

(Schedule of Rates Contract)

Signature of Tenderer

Time of Completion 4 Weeks/Means

# SCHEDULE OF RATES

	Item	DESCRIPTION	Otto		Rate	Amount
			Qty.	Unit	\$	Amount \$
		NOTES:				(2)
• •		(i) Freight and Insurance to be included with each individutem.	e ual		2	
		(ii) All pipes shall be supplied complete with Supertite Couplings, rubber jointing gaskets and lubricant.	i	ion		
	,	(iii) No internal or external coating.				
		(iv) Working pressure 120 metres	(0)			
·		(v) Works test pressure 240 met	res		-15-	
	1.	PIPES				
	, i	a) 150 mm nominal diameter b) 100 mm nominal diameter	2890 3070	m m	6.45 3.34	18,640.50 10,253.80
	2.	ADDITIONAL COUPLINGS				,
	-	Complete with rubber rings and jointing fluid				•
·		a) 150 mm nominal diameter b) 100 mm nominal diameter	35 30	No.	3.34 2.25	30.06 11.25
	i	TOTAL SCHEDULE A				
						\$28,935.61
		2		•		
•						
		ر	ľ			,
			-			
		JAMES HARDIE & CO. PTY, LTD.				•
		For and on behalf of  JAMES HARDIE & CO. PTY. LIMITED	Office use			THE PERSON NAMED IN COLUMN TWO

# JAMES HARDIE & COY. PTY. LIMITED

"ASBESTOS HOUSE", BREAKFAST CREEK RD., NEWSTEAD
"ASBESTOS HOUSE", RANDLE ROAD, MEEANDAH
BOUNDARY ROAD, WACOL

AND AT
SYDNEY, NEWCASTLE
MELBOURNE, ADELAIDE
PERTH, TOWNSVILLE
AND AUCKLAND

BRISBANE. Q.

TELEX: HARBEST AA41031
CABLES AND TELEGRAMS
"FIBROLITE" BRISBANE
TELEPHONES:
NEWSTEAD 52 3141
MEEANDAH 260 1522
WACOL 372 4022

P.O. BOX 188, HAMILTON CENTRAL, Q. 4007

NL/CR

24th November, 1976.

The Shire Clerk, Hervey Bay Shire Council, Kent Street, Maryborough, Q. 4650.

Dear Sir.

Re: Contract W-69. Supply and Delivery of Asbestos Cement Pipes, and Cast Iron Pipes, Fittings and Valves.

We have pleasure in submitting our Tender for your consideration, in accordance with the Specification and Schedules.

#### ASBESTOS CEMENT PRESSURE PIPE

The pipe would be manufactured in our works at Meeandah, in Queensland, by the "Mazza" process, to conform with Australian Standard Specification No. 1711 - 1975 "Asbestos Cement Pressure Pipes".

#### CAST IRON FITTINGS

Cast iron fittings offered are manufactured generally in accordance with Australian Standard Specification No. 1488 - 1974 "Cast Grey Cast Iron Fittings for Pressure Pipes".

#### **VALVES**

The valves are designed to meet the requirements of British Standard Specification No. BS1218.

#### PRICES

Reference is made to clause W-69.030 of the Conditions of Contract.

The tendered unit rates for A.C. Products are based on the rates, wages and conditions of employment, and raw material costs ruling at the 19/11/76. The rates are subject to wariation, based on the following formula:-

For each 1% variation in the weighted average of base rates for all employees in all categories of labour listed under the "Fibrolite Asbestos Cement Pressure Pipe Manufacturing - James Hardie & Coy. Pty. Limited Industrial Agreement", the ex works unit rates will vary by 0.41%.

For each 1% variation in the cost of raw materials, the ex works unit rates will vary by 0.40%.

Award or statutory variation for conditions of employment are to be

#### PRICES FOR CAST IRON FITTINGS

The Tendered unit rates are based on the costs ruling at the 19th November, 1976. We reserve the right to claim as an extra, any increases in supplier's prices which occur.

#### ROAD FREIGHT

A.C. Pipe and Fittings - The road freight is calculated at current rates, on the understanding that the pipes and fittings are consigned and unloaded in full truck lots at any one site. Where a consignment of less than a truck load is required, then the ex works rate plus actual freight cost will be charged.

#### DELIVERY

On present indications, deliveries can be commenced within two weeks, and, excluding our Christmas shut-down period, completed within four weeks on receipt of acceptance. However, we cannot accept responsibility for delays resulting from any cause beyond our control.

#### TERMS OF TRADING

Our offer is on the basis of payment in full within thirty days of despatch of each consignment.

#### **GENERAL**

The material is tested and passed by Department of Local Government Inspectors, as fulfilling the specification. The prices quoted are nett on site Dundowran.

We claim Queensland Manufacturer's Preference for the tendered sum.

We enclose our Bank Guarantee for \$379.00, being 1% of the total tender figure as required by the conditions of tendering.

We have endorsed and now forward the tender documents, and trust that you will find them in order.

We thank you for the opportunity to mender, and look forward to your further istructions.

Yours faithfully,

for : JAMES HARDIE & COY. PTY. LIMITED

C.J. Barton,

PIPE SALES MANAGER.

C pato

# Council of the Shire of Hervey Bay

FILE LS 40

Council Chambers, Cnr. Bideford and Campbell Streets, Torquay. Q.

ALL COMMUNICATIONS
TO BE ADDRESSED
TO THE SHIRE CLERK

POSTAL ADDRESS: BOX 45 TORQUAY, 4657 TELEPHONES: 28 2855 (3 LINES)

SUB-OFFICE: HUNTER ST., TELEPHONE: 28 1943.

RFB:LKK:CFB

15th March, 1977

James Hardie and Co. Pty. Ltd., P.O. Box 188, HAMILTON CENTRAL. Q. 4007

Dear Sirs,

Contract W-69 - Schedule A Supply & Delivery A.C. Pipes

I refer to my letter of the 22nd December, relative to your tender for the above contract, and confirm acceptance of your tender of \$28,935.61, for the supply and delivery of A.C. pipes.

Council's official order No. 1891 is enclosed herewith.

Security Deposit required under the terms of the Contract is \$1,223.39. Council presently holds a bank guarantee of \$379, and on lodgement of smilar security for the balance, i.e. \$844.39, contract documents will be forwarded for execution, but the time for completion of the contract commences from the date of this letter.

Yours faithfully,

THESTE

T.H. FARR, SHIRE CLERK. This is Annexure "C" referred to in the Agreement.

Signed for Principal for Principal AMES HARDIE & CO. PTY. IMPED for Contraction

C. J. BARTON (PIPE SALES MANAGER)

# c B.

NAME AND ADDRESS OF CONTRACTOR	James HARDE. 4 Co DTY LYA P.O. Box 188 Hamalton Central 9 400-	PAYMENTS	DATE ADVANCE VOUCHER \$	28/31 IST PAYMENT 567 25/3868	296 " S96	3RD	4тн	STH 22	.: 1	77н	" нтв	этн "	. Н101	птн "	12 т			TOTAL		AUTHORISED ADDITIONS \$	194779 Delivery of full 16		0	 70	The state of the s
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ND LOCALITY	the Man Street	3TICULARS		AMOUNT OF DEPOSIT	DATE DEPOSIT LODGED	DATE OF REPAYMENT	TIME STIPULATED	RATE OF FINE PER WEEK	ACCRUED FINES	PENALTIES IMPOSED	TENDER	RATE	//	1/	/ // //	- XC	/,0°/	<				/			A PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PARTY O
DESCRIPTION AND LOCALITY	Lindowean	CONTRACT PARTICULARS	\$ 353910.58		14/1/19						SCHEDULE OF TE	DESCRIPTION				/	/		> /		2	10			CO. STATE OF STATE OF STREET, STATE OF
0	Supply + Dehvery A.C. Pipes -		Converse pice		" ACCEPTANCE	" AGREEMENT	. COMPLETION	COMMENCEMENT	" ACTUAL COMPLETION	NUMBER OF WEEKS' OVERTIME	S	QUANTITIES													

# HERVEY BAY TOWN COUNCIL DUNDOWRAN TO MAIN STREET WATERMAIN

CONTRACT W-76 SUPPLY AND DELIVERY OF ASBESTOS CEMENT PIPES, AND CAST IRON PIPES, FITTINGS AND VALVES

(Lump Sum Contract)

# SCHEDULE OF PRICES

# SCHEDULE A - ASBESTOS CEMENT PIPES

It		DESCRIPTION	Qty.	Unit	Rate	Amount
	item. (2) All p compl coupl gaske (3) No in (4) Workin (5) Works (6) P.Q. I	ipes shall be supplied ete with supertite ings, rubber jointing ts and lubricant. ternal or external coating pressure 92 m test pressure 184 m Provisional Quantity - quantities to be mined on site by the		on	Š	
2.	Pipes a) 450 mm b) 250 mm c) 150 mm d) 100 mm Additional Complete wijointing fi	nominal diameter nominal diameter nominal diameter nominal diameter  Couplings ith rubber rings and luid.	8323 14 67.5 7.5	m m m	42.38 17.40 6.92 3.96	243.60 467.10
2	b) 300 mm r c) 250 mm r d) 150 mm n	nominal diameter nominal diameter nominal diameter nominal diameter TOTAL SCHEDULE A	15 2 1 5	No. No. No.	25.86 12.85 7.59 4.05	25.70
9					, '	

The quantities set out in this schedule are for guidance of tenderers only & do not form part of the Contract,

For and on behalf of	Office use only
Tenderer's Name	This is ANNEXURE B. referred to in the Agreement.
C. J. BARION (Pina Salas Managara)	
Time of Completion TARKE La Weeks/Months. Date	Signedfor Contractor

CONTRACT NO. M 76 SOLLING CONTRACT REGISTER  SOLUTION AND LOCALITY  CONTRACT NO. MALES — Deniclarican for Main Main Main Contract Particularis  Contract Particularis  Contract Particularis  Contract Contract Particula	JOB NO.  JOB NO.  JOBNO.  NAME AND ADDRESS OF CONTRACTOR  FO. C. C. C. T. C. C. C. T. C. C. C. T. C. C. C. C. T. C.
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# HERVEY BAY TOWN COUNCIL DUNDOWRAN TO MAIN STREET WATERMAIN

# CONTRACT W-76 SUPPLY AND DELIVERY OF ASBESTOS CEMENT PIPES AND CAST IRON PIPES, FITTINGS AND VALVES

(Lump Sum Contract)

#### SCHEDULE OF PRICES

#### SCHEDULE C - VALVES

•	Item	DESCRIPTION	Qty.	Unit	Rate \$	Amount \$
Notes: (1) Freight and Insurance to be included with each individual Item. (2) Sluice valves to be suitable for a working pressure of 92 m (3) Abbreviations for end types: Pl = plain to suit gibault joint Mc = Machined to suit AC couplings F1 = Flanged (to AS B52 Table "E" unless stated otherwise).		nati	OU b	ġ <sup>*</sup>	<b>5</b> 9	
	1.	Sluice Valves All valves for vertical installation	n			
	L.	a) 375 diameter Mc	2	No	1299.60	2,599.20
	T	b) 300 diameter Mc	1	No	621.00	621.00
		c) 250 diameter Mc	1	No	516.54	516.54
•	2. Air Valves a) 80 mm Single Air Valve (large orifice) with 80 mm dia butterfly isolating valve		4	No	312.40	1,249.60
and the second		b) 80 mm Double Air Valve with isolating valve	5	No.	232.00	1,160.00
	3.	Scour Valves 150 mm diameter F1	4	No	144.20	576.80
	0	TOTAL SCHEDULE C	•			\$6,723.14
Q (	9					

The quantities set out in this schedule are for guidance of tenderers only & do not form part of the Contract,

Tenderer's Name Control on behalf of Control on Con	Office use only  This is ANNEXURE
Time of Completion Lefter fort. Weeks/Months. Date 1-12:78	Signedfor Principal
Time of Completion. Marke 1917. Weeks/Months. Date	Signed for Contractor

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HERVEY BAY TOWN COUNCIL REFICULATION AUGMENTATION

CONTRACT W-79

DENIVANS CAMP ROAD WATER MAIN

SUPPLY AND DELIVERY OF ASBESTOS CENENT PIPES, AND CAST IRON PIPES, FITTINGS AND VALVES.

(Lump Sum Contract)

#### schedule of prices

#### SCHEDULE A - ASBESTOS CENERY PIPES

.f	•	Item	DESCRIPTION	Qty.	Unit	Rate \$	Amount \$
			NOIES				
			Freight and Insurance to be included with each individual item.				, n
·.			2. All pipes shall be supplied complete with supertite couplings, rubber jointing gaskets and lubricant.				PCL
			3. No internal or external coating required.			die	
•			4. Working pressure 100m.				
			5. Works test pressure 200m.	•	40)		
	•	1.	PIPES (Class D)				£.
•			(a) 300mm nominal diameter	660	. 10	32.66	21,555.60
			(b) 200nm " "	4	m	24.14	96.56
	•	٠.	(c) 100mm " "	15	m	4.77 5.50	71.55 82.5
		2.	ADDITIONAL COUPLINGS complete with rubber rings and jointing fluid (Class D)				
gen.			(a) 300mm nominal diameter	10	No.	16.70	167.00 /50
U ·			(b) 200mm " "	2	No.	7.98 7.25	15.95 14.50
	•		(c) 100nm "	2	No.	3.88	7.76 8.00
	es e		TOTAL SCHEDULE A:	,	W/7		\$ 21914.43
3.	Tend	ers - (	Contract W/79 (Part) A.C. Pipes and Fittings	- Denm	an Camp		19455
	Road	Water	Main	•			UP 12.6%
	"Tha be a	t the t	y moved - seconded by Ald. Stafford - tender submitted by James Hardie & Co. in th d in accordance with Clause 13 (c) (v) of th r subsidy conditions."	e sum o e Local	f \$21,914 Bodies •	1-43	
	Louis	. and Oi	· · · · · · · · · · · · · · · · · · ·	• :	LS/60		

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	For and on behalf of		
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This is MECHURE .....reformed to in the Agreement.

JAMES HAP TE & COY, PTY. LIMITED

Hardie's Building Products & Pipeline Systems

RANDLE ROAD, MEEANDAH, QLD.

P.O. 30% 188, HAMILTON CENTRAL QLD, 4007 Telex: HARBEST 4441031 Telegrams: FIBROLITE BRIS3ANE

INVOICE No. 136356

Pag

Date

10/11/80

Cust. No. 10275

Your Order No. C 3919

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CPL G. RINGS

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HARDIE'S JOINT LUBRICANT

AC PRESSURE, GREY

PRESSURE

Description of Goods

PIALBA

**Dclivered To** 

Product Number

AC PRESSURE PIPE, GREY

0.00 3000 3000

3000

SREY €

3.080

CONTRACT W79 DENMANS CAMP RD W/MAIN

AC PRESSURE PIPE, GREY PRESSURE PIPE, GREY

4.00

Amount

Per

Price

Sales Quantity

Delivered

TRANSPORT

ROAD

Per

430

Area Delivered

4657

HERVEY BAY TOWN COUNCIL

P 0 30% 45 TORGUAY

Telephone: 2601522

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2 - NOV 1980

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# JAME HARUE & COY, PTY. LIMITED

# Hardie's Building Products & Pipeline Systems

RANDLE ROAD, MEEANDAH, QLD. P.O. BOX 188, HAMILTON CENTRAL QLD, 4007

Telex: HARBEST AA41031 Telegrams: FIBROLITE BRISBANE

Date 10/11/80

INVOICE No. 136357

Page

Your Order No. C 3919

Our Order No. 25163

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G.
Delivered To

4657

HERVEY BAY TOWN COUNCIL

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P 0 30X 45 T0R@UAY

Telephone: 2601522

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5106000	5106000 AC PRESSURE PIPE, GREY	3000	4.0M,COUP,RINGS	0.9	240.00 METRE	. 32.66	METRE	7838.40
5106001	AC PRESSURE PIPE, GREY	3000	JP . R I	7		32.66	METRE	502,96
51 08 003 AC	PRESSURE	3000	3.55MCOUP, RINGS	•	3.55 METRE	32.66	METRE	115.94
5106CC4 AC	PRESSURE PIPE.	3000	3.40MCOUP, RINGS	2	6.80 METRE	32.66	METRE	222.09
5106009	PRESSURE	3000	3.0M.CJUP.RINGS	_	3.00 METRE	32.66	METRE	94.98
9805040	9805640 HARDIE'S JOINT LUBRICANT 1 LITRE	1 LITRE	•	7	4.00 EACH			00.00
	CONTRACT W79 DENMANS CAMP RD W/MAIN	IP RO W/MA	N. N. I	)				

NOV 1980

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JAMES HARI = & COY, PTY. LIMITED

Hardie's Building Products & Pipeline System's

P.O. BOX 188, HAMILTON CENTRAL QLD, Telex: HARBEST AA41031 Telegrams: FIBROLITE BRISBANE RANDLE ROAD, MEEANDAH, GLD.

Telephone: 2601522

10/11/80 Date

4007

INVOICE No. 136358

Page 1

Your Order No. C 3 9 1 9

Cust. No. 10275

Our Order No. 25163

167.00 15.96 7.76 0.00 76.32 5270.72 193.12 Amount ROAD TRANSPORT METRE METRE METRE EACH EACH EACH Per 4.77 7.98 3.83 32.66 24.14 PERSTA PASS PERSON BAY TAYER CHUNCH Price Per 2 4 NOV 1980 Area Delivered '4 30 METRE METRE METRE RACH EACH EACH EACH EACH MEETHG CUSTING 192.00 31.00 8.00 16.00 10.00 2.00.5 Sales Quantity Delivered 0220 ., Items 4. OM. COUP. RINGS 4.0M.CJUP.RINGS CPL G.RINGS CPLGARINGS CPL G.RINGS CPLGARINGS 4 . O.M. CONTRACT W79 DENHANS CAMP RD W/MAIN 1 LITRE 3000 2500 1000 3000 2500 1000 805040 HARDIE'S JOINT LUBRICANT GREY GREY GREY PRESSURE PIPE, PIPE PIPE GREY PRESSURE, GREY **62EY** GREY PRESSURE PRESSURE AC PRESSURE. 00 250 PRESSURE PRESSURE 00 Description of Goods PIALBA 036000 AC V 1 06 000 106090 036090 Product Vumber

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Delivered To

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TOWN COUNCIL

HERVEY BAY P 0 30X 45 TORQUAY

CONTRACT NO. W.	NOO e.	CONTRACT REGISTER	ISTER		7	JOB No.	
	DESCRIPTION AND LOCALITY	LOCALITY			NAME AND ADD	NAME AND ADDRESS OF CONTRACTOR	ACTOR
Denman Camp Road L	Water Main	1	Schedule 'A'	Box	8-8-	Hardie 4 Coy. Pty. Limited 8 6 Central Q 4007	Pty. Limi
	R					10	
Contract Price	11-229628-11			DATE	ADVANCE	VOUCHER	u
TEND	2.8-4-80	AMOUNT OF DEPOSIT		1.09/1901	1ST PAYMENT	316	86 01965
ACCEPTANCE	28.5.80	DATE DEPOSIT LODGED		2	2ND		
AGREEMENT		DATE OF REPAYMENT		В	3RD		
COMPLETION		TIME STIPULATED	8 WEEKS	4	4ТН		
COMMENCEMENT		RATE OF FINE PER WEEK	\$150	S	5ТН "	£	
" ACTUAL COMPLETION		ACCRUED FINES	-	9	6тн ,		
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HERVEY BAY TOWN COUNCIL RETICULATION AUGMENTATION

DENMANS CAMP ROAD WATER MAIN

SUPPLY AND DELIVERY OF ASBESTOS CEMENT PIPES

SCHEDULE OF PRICES

(Lump Sum Contract)

W-79

SCHEDULE A - ASBESTOS CEMENT PIPES

	ITEM		1		<del></del>	
		· DESCRIPTION	QIY	UNI	r rati	E AMOUNT \$
		NOTES	•.			
		1. Freight and Insurance to be included with each individual item.	•			20
		2. All pipes shall be supplied complete with supertite couplings, rubber jointing gaskets and lubricant.		P.		
		<ol><li>No internal or external coat- ing required.</li></ol>	i			
	•	4. Working pressure 100m.	0			
		5. Works test pressure 200m. PIPES (Class D)				
		(2) 200		:		
†		/h) 200 "	1000	m	30.21	30,210.00
	ъ. I	(c) 150 mm "	1260 40	m	22.33	28,135.80
	· . 1	(d) 100 mm ""	130	m	8.65 4:41	346.00 573.30
		ADDITIONAL COUPLINGS: complete with rubber rings and jointing fluid (Class D)				
		(a) 300 mm nominal diameter	20	No.	15.45	309.00
	. !	b) 200 mm " "	7	No.	7.38	51.66
	_	c) 150 mm "	3	No.	4.68	14.04
		d) 100 mm " *	9	No.	3.59	32.31
	87	TOTAL SCHEDULE A:				\$ 59,672.11
TUE OF						•

THE QUANTITIES SET OUT IN THE SCHEDULE ARE FOR GUIDANCE OF TENDERERS ONLY AND DO NOT FORM PART OF THE CONTRACT.

For and on Dehalf of	the second of the second second of the second
Tenderer's Name	OFFICE USE CNLY This is ANNEXURE
Signature of Tenderer Duncan, Pipe Sales Manager)	referred to in the Agreement.
Time of Completion REFER LETTER.	Signed for Principal Signed for Contractor



# James Hardie & Coy Pty Limited

Registered Office in Queensland: Randle Road, Meeandah Old P.O. Box 188 Hamilton Central Old 4007 Telex: Harbest AA41031 Cables & Telegrams: 'Fibrolite' Brisbane Pipe Manufacturing: Randle Road Meeandah. (07) 260 1522 Handle Hoad Meealidan. (47) 230 1322 Building Products Manufacturing: Breakfast Creek Road Newstead Qld 4006 (07) 52 Cobalt Street Carole Park Qld 4300 (07) 271 2022 Bellevue Avenue Enoggera Qld 4051 (07) 355 775

RCC/hp

15th September, 1980.

The Town Clerk, Harvey Bay Town Council, P.O. Box 45, 4657 TORQUAY.

ATTENTION: MR. R. HEARD.

RE: CONTRACT W79 DENMANS CAMP ROAD WATER MAIN.

We hereby submit our claim No.1 for the value of asbestos cement pipes and couplings delivered to the above contract up to and including the 6th August, 1980.

19 SEP 1980

#### PRESSURE PIPE:

1000.05 metres 1256.80 " 40.00 " 132.00 "	300mm Class D 200mm Class D 150mm Class D 100mm Class D	@ @ @	30.21m 22.33m 8.65m 4.41m	\$30,211.51 28,064.34 346.00 582.12
COUPLINGS:  20 only  7 "  3 "  9 "	300mm Class D 200mm Class D 150mm Class D 100mm Class D	@ @ @	15.45ea 7.38ea 4.68ea 3.59ea	309.00 51.66 14.04 32.31 \$59,610.98

The above claim is covered by our Invoice No's. 129943, 129944, 130529, 130530, 130537, 131017, 131018 and Credit Note No. 22230.

Yours faithfully,

JAMES HARDIE & COY. PTY. LTD.

Credit Manager.

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Contract particulars	٥	ESCRIPTION AN	D LOCALITY		_	VAME AND ADD	RESS OF CONTR	ACTOR	
CAST   RON FITTINES   Scholule B.   Davids Hower to Time	Denmons Camp Road.	מרטו.			-	1. 11		101 7 "	
CONTRACT PARTICULARS   PAYMENTS   PAYMENTS	CAST IRON FI	Sc			په	nce Harak	1 to 1 to	6	
A COUNTY   A COUNTY   A COUNTY	8	CONTRACT PAR	TICULARS			-	PAYMENTS		
Acceptance   Acc		80 41 RE#				ADVANCE	VOUCHER	s	•
Acceptance   Date of relayable   Date of rel	DATE OF TENDER		AMOUNT OF DEPOSIT		1	T PAYMENT	1029	71 be	36
COMMUNICATION   COMMUNICATIO			DATE DEPOSIT LODGED			•	,		•
Committee   Com			DATE OF REPAYMENT	. /	38				
COMMERCEMENT   COMMERCEMENT   CTYTH			TIME STIPULATED		41				
Activity Code**   Activity   A			RÅTE OF FINE PER WEEK		S S				
NUMBER OF MERCH OF TRIVER   NOTE   STH   STH   SCHEDULE OF TRIVER   STH   ST	11		ACCRUED FINES		•т				
SCHEDULE OF TENORR  QUANTITIES OFFICIALIS   1711   1171	NUMBER OF WEEKS' OVERTIME		PENALTIES IMPOSED		7.1				
OUANTITIES OESCRIPTION TATE AND 11TH 10TH 11TH	)S	HEDULE OF TE	NDER		18				
117H	QUANTITIES	DESCRIPTION	RA		91				
11TH   12TH					101				
12Th		0)	1 1	<i>X</i> .	111				
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WHEN PARTICULARS OF S AUTHORISED ADDITIONS S AUTHORISED ADDITIONS S AUTHORISED ADDITIONS S BEDUCTIONS OF BEDUCTION						TOTAL	\$	465	86
AUTHORISED ADDITIONS S  AUTHORISED ADDITIONS S AUTHORISED ADDITIONS				Ç.	1	•			
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PARTICULARS OF DEDUCTIONS					)	0			
						PAR	TICUL ARS OF		

HERVEY BAY TOWN COUNCIL REFICULATION AUGMENTATION

DENMANS CAMP ROAD WATER MAIN

CONTRACT

SUPPLY AND DELIVERY OF ASBESTOS CEMENT PIPES, AND CAST IRON PIPES, FITTINGS AND VALVES

(Lump Sum Contract)

#### SCHEDULE OF PRICES

Page 1 of 3 SCHEDULE B - CAST IRON FITTINGS

		SCHEDULE B - CAST			Rate	Amount
•	Item	DESCRIPTION	Qty.	Unit	\$	\$
		NOTES				
•		<ol> <li>Freight and Insurance to be included with each individual item.</li> </ol>		•	20	
		2. All fittings shall be Class D with heavy cement mortar lining and coal tar epoxy coating as specified.		PC		٠.
• • • • • • • • • • • • • • • • • • • •	į	3. Working pressure 100m.	x\C			
		4. All fittings to have spigot ends suitable for connection with supertite couplings unless stated otherwise.	Son		-	
·		5. Cast iron fittings to be "long type" unless stated otherwise.				
•		6. Diameters shown in millimetres.				
·		7. Flanged fittings to be to Table E.			:	
	-	8. Abbreviations for end types:-		}		
	•	<pre>Pl = plain ended to suite gibault     joint</pre>		[.		
· ·		M'c = machined to suit AC coupling Class D			•	
		Fl = flanged to Table E		ļ ·	. !	
		9. All nuts and bolts to be hot dipped galvanised.				•
	0.	PIPES AND CONNECTORS			-	اً.
	8	(a) Ø 100Fl & m'c connector	2	No.	31.30	62.60
06	2.	TEES				<b> </b>
		(a) Ø 300M'c x 200 M'c	1	No.	227.85	227.85
).		(b) ø 300M'c x 100 Fl	1	No.	226.59	226.59
F 5		,				
	1.		1	1		}

quantities set out in this schedule are for guidance of tenderers only & do not form part of the Contract

Tenderer's NameFor and on behalf of		OFFICE USE CALL	
JAMES HARDIE & COY. PTY. LIMITED  (J. K. Duncan, Pipe Sales Manager)  Signature of Torderer		This is ANNEXUE referred to in	the Agreement.
(J. K. Duncan, Pipe Sales Manager) Signature of Torderer	Q.		Con Policeira)
		Signed	for Principal
Time of Completion Was/Mths. Duto 24/10/80.		لآ در میسر ۱۵	for Contractor.

HERVEY BAY TOWN COUNCIL RETICULATION AUGMENTATION

DENNIANS CAMP ROAD WATER MAIN

CONTRACT W-79

SUPPLY AND DELIVERY OF ASBESTOS CEMENT PIPES, AND CAST IRON PIPES, FITTINGS AND VALVES

(Lump Sum Contract)

### SCHEDULE OF PRICES

SCHEDULE B- CAST IRON FITTINGS

Page 2 of 2

. •	Item	DESCRIPTION	Qty.	Unit	Rate \$	Amount \$
	2.	TEES				0
:	contd	(c) ø 200M'c x ø 200M'c	2	No.	116.88	233.76
.•	3.	BENDS				
		(a) Ø 200M'c & M'c 90 <sup>o</sup>	1	No.	109.50	109.50
•		(b) Ø 100M'c & M'c 45 <sup>0</sup>	2	No.	49.67	99.34
		(c) Ø 100M'c & M'c 90 <sup>0</sup>	3.0	No.	58.00	58.00
•	4.	TAPERS	(S)			
		(a) Ø 300M'c x Ø 200M'c	1 .	No.	148.00	148.00
·	5.	INVERT SCOUR TEES				
		(a) Ø 300M'c x Ø Fl	2 .	No.	214.48	428.96
	6.	GIBAULT JOINTS				
		(a) Ø 300	6	No.	93.13	558.78
	•	(b) ø 200·	10	No.	55.00	550.00
		(c) ø 100	1	No.	23.03	23.03
	7.	FLANGE JOINTING MATERIAL AND BOTS & NUTS			· .	5
		(a) Ø 100	4	No.	3.30	13.20
	8.	CAST IRON PIPE				į c
		(a) Mc Mc Ø 300 1 metre long	1	40	235.37	235.37
	00	complete with thrust flange centrall mounted	Y			e i
. 28	)			•		
		TOTAL SCHEDULE B:	٠.			\$2,974.98
5				•		
	.	"				

quantities set out in this schedule are for guidance of tenderers only & do not form part of the Contract

For and on behalf of	Office Use Only	
TENDERER'S NAMAMES HARDIE & COY. PTY. LIMITED	This is ANNEXURE referred to in the Agreement.	
SIGNATURE OF TENDERER Duncan, Pipe Sales Manager)	Signed	a.
REFER LETTER TIME OF COMPLETION WRS/Mths Date 24/10/80	Signed	``

	ACTOR	Hamilton Central Co.		u. Vi	757541 77	25 11 55 P	194 40												199947 72		u.						6	
JOB No.	NAME AND ADDRESS OF CONTRACTOR	rdie + Go. Phy W. Box 188 Ha	PAYMENTS	VOUCHER	1077	1100	1135		Ł										S	10 00 × 11 0 1+0	ADDITIONS					S	PARTICULARS OF DEDUCTIONS	
	NAME AND AD	James Hardie + Go. Pty Ltd.		ADVANCE	ST PAYMENT	" GND "	3RD "	4ТН	5TH ''	Н19	71 /:	.: нде	этн "	нтот	нти	12TH "			TOTAL		AUTHORISED .				5	S	PAR	
				DATE	27/1/8	3/6/6	133-18														AUT			×				
STER		Schedule A.)						\	/	\	/	/ >	AMOUNT	>		\	\				9	2	7					
CONTRACT REGISTER	LOCALITY	WATERMAIN (SO	ICULARS		AMOUNT OF DEPOSIT	DATE DEPOSIT LODGED	DATE OF REPAYMENT	TIME STIPULATED	RATE OF FINE PER WEEK	ACCRUED FINES	PENALTIES IMPOSED	TENDER	RATE		/	\\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\		101		0		/	\					
NOO #8-	DESCRIPTION AND LOCALITY	TIN STREET W	CONTRACT PARTICULARS	\$ 199947-72	13/8/	18-5-56		6 weeks				SCHEDULE OF TEI	DESCRIPTION				/	/			_	1	>		/ /	\		
CONTRACT No.	٥	URRAWELL ROAD TO MARTIN SUPPLY + DEL	4	Contract Price.	DATE OF TENDER Gused .	COUNTY MORTHY ACCEPTANCE	AGREEMENT	" COMPLETION	COMMENCEMENT	" ACTUAL COMPLETION	NUMBER OF WEEKS' OVERTIME	SC	QUANTITIES															

# URRAWEEN ROAD TO MARTIN STREET WATERMAIN

CONTRACT W-84 SUPPLY AND DELIVERY OF A.C. PIPES, CAST IRON FITTINGS AND VALVES

(Lump Sum Contract)

### SCHEDULE OF PRICES

CCHEDITE A

	Item	DESCRIPTION	Qty.	Unit	Rate \$	Amount \$
		Notes.				03
		1. Freight and Insurance to be included with each individual item				
\ } }		2. All pipes shall be supplied com with supertite couplings, rubber jointing gaskets and lubricant.	plete	101		
		3. No external or internal coating	2	( ) .		
		4. Working pressure 100 m.	*O(),			
1		5. Works test pressure 200 m.				
	1.	PIPES (a) 375 mm nominal diameter	4620	m		
		(b) 150 mm nominal diameter	4	m	17-62	198429
		(c) 100 mm nominal diameter	100	m	Q-33	33
	2.	ADDITIONAL COUPLINGS Complete with rubber rings and jointing fluid			5-14	514
Ì		(a) 375 mm nominal dia.	25	No.	27.5	687
		(b) 375 mm nominal dia. tapped coupling (25 mm B.S.P.) fitted	į.		·	
		with plug (c) 150 mm nominal diameter	4	No.	48-60	194-
		(d) 100 mm nominal diameter	. 5	No.	6-50	3a.
		(e) 150 mm nominal diameter	. 6	No.	4-50	27-
		coupling	1	No	30-00	30-
	CX	TOTAL SCHEDULE A				<u> </u>
		TOTAL SCHEDULE A	·	·		\$ 199947
		•				

The quantities set out in this schedule are for guidance of tenderers only & do not form part of the Contract,

Office use only Tenderer's Name.... This is ANNEXURE..... referred to in the Agreement. Signature of Tenderer

CONTRACT No.		CO ₩8₩	CONTRACT REGISTER	SISTER	9/87	, <b>"3</b>	JOB No.		7
	DES	DESCRIPTION AND LOCALITY	LOCALITY			NAME AND ADE	NAME AND ADDRESS OF CONTRACTOR	ACTOR	
URLA WEEN PL	ROMO 10	TO MITTIN ST	ST WATERMAIN			James Harder +	ide + Go May	my cest	
k7dJnS	NALVES		(scyteoure C)			PD 60x (88	S8 Homelton	on Control	00 400
2	၁	CONTRACT PARTICULARS	IÇULARS				PAYMENTS		
		ne98116			DATE	ADVANCE	VOUCHER	v	•
DATE OF TENDER C	masono	13-5-6	AMOUNT OF DEPOSIT		31/S/E1	ST PAYMENT	10.76	1486	34
Council Mathray ACCEPTANCE	Ĕ	18-5-57	DATE DEPOSIT LODGED		-	2ND			
. AGREEMENT	•		DATE OF REPAYMENT			380			
COMPLETION	z	Sweeks	TIME STIPULATED						
COMMENCEMENT	4EN T		RATE OF FINE PER WEEK			5TH	_		
" ACTUAL COMPLETION	MPLETION		ACCRUED FINES		<u> </u>	6ТН			
NUMBER OF WEEKS' OVERTIME	VERTIME		PENALTIES IMPOSED			74. HE			-
	SCH	SCHEDULE OF TENDER	<b>WDER</b>			8ТН			
QUANTITIES		DESCRIPTION	RATE	É AMOUNT	<i></i>	9ТН			
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						PAR	PARTICULARS OF DEDUCTIONS		
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# HERVEY BAY TOWN COUNCIL URRAWEEN ROAD TO MARTIN STREET WATERMAIN

W-84 SUPPLY AND DELIVERY OF A.C. PIPES, CAST IRON

#### CONTRACT

FITTINGS AND VALVES

(Lump Sum Contract)

### SCHEDULE OF PRICES

#### SCHEDULE C

#### VALVES

	Item	DESCRIPTION	Qty.	Unit	Rate \$	Amount
		NOTES				
		1. Freight and insurance (				
		included with each individual item				P
			•		700	
		2. Sluice valves to be suitable for a working pressure of $100\mathrm{metre}$	s.	×	1	
		3. Diameters shown in millimetres	•			
		4. Abbreviations.	~			
		Fl = flanged to AS B52 Table E.				
		M'C = Machined end suitable for AC Supertite coupling.	0	·		
X ji	1.	Sluice Valves				
		(a) 300 nom. dia.	4	No.	1043 -38	4173-50
		(b) 150 nom. dia. (c) 100 nom. dia.	1 9	No.	273-13	
	2.		9	No.	172-94	1556-41
	2.	Spring Hydrants - 80 mm dia.	4	No.	38-00	152.00
	3.	Air Valves				
		(a) 80 mm single air valve (large orifice) complete with butterfly isolating valve suitable for connection to 80	mm		·	
		nom. dia. flange Table E	1	No.	413-50	413-50
		(b) 80 mm double air valve (kinetic type) with isolating				
		valve	2	No.	413-50	827-00
	9	(c) 25 mm single air valve (small orifice) with isolating valve				
	00	connected to 80 mm nom.dia.	.	ĺ		
		flange Table E	1	No.	90-63	90-63
4		TOTAL SCHEDULE C				
ا السويم		TOTAL BUILDUIG C				\$ 7486-24

The quantities set out in this schedule are for guidance of tenderers only & do not form part of the Contract,

	Office use only	
Tenderer's Name	This is ANNEXURE	
Ci.,	referred to in the Agreement.	
Signature of Tenderer	Clama 3	

10-15.	OR	hed.		t.	Ere 7.80 69 #	45962 40	115046 62														5						2,17			)
JOB No.	NAME AND ADDRESS OF CONTRACTOR	+ Coy Pty builder Cout	PAYMENTS	VOUCHER	11001 # 6	7	"		-										S	PARTICULARS OF	ADDITIONS						\$	PARTICULARS OF DEDUCTIONS		ation in
	NAME AND ADI	Jomes Hardell P.D. Box 188 H		DATE ADVANCE	24-5-52 IST PAYMENT	ZND "	3RD "	4ТН "	5ТН "	6ТН	7тн	8ТН "	9ТН "	10тн "	ИТН "	12тн "			TOTAL	WHEN	SED .				9		5	PAR		Small Variation
ISTER				Land	Bonk Grander	23-6-82.							AMOUNT					\	/			2	7	Ġ						
CONTRACT REGISTER	LOCALITY	pes.	ICULARS		AMOUNT OF DEPOSIT	DATE DEPOSIT LODGED	DATE OF REPAYMENT	TIME STIPULATED	RATE OF FINE PER WEEK	ACCRUED FINES	PENALTIES IMPOSED	TENDER	RATE				100	7/0		27	1	\	\							
98 ™	DESCRIPTION AND LOCALITY	of A.C. Pipes.	CONTRACT PARTICULARS	44-401511#	31-3-82	10-6-82.						SCHEDULE OF TEN	DESCRIPTION	X					1			2				\	/			
CONTRACT No.	٥	Supply & delivery			ER	ACCEPTANCE	AGREEMENT	COMPLETION	COMMENCEMENT	ACTUAL COMPLETION	NUMBER OF WEEKS' OVERTIME	SC	S								\		/		)				/	1
CONTR		C schoole "A" S	<b>*</b>	% 0	DATE OF TENDER	ACCEP	AGREE	IdWOD	. COMME	" ACTUA	NUMBER OF WE		QUANTITIES																	

### CONTRACT

THEFT. OTHERT TO DOT DEMANDE MUTEVALVE

W-86 SUPPLY AND DELIVERY OF A.C. PIPES, CAST IRON

FITTINGS AND VALVES

(Lump Sum Contract)

# SCHEDULE OF PRICES

# CHEDULE A ASBESTOS CEMENT PIPES

Item	DESCRIPTION	Qty.	Unit	Rate	Amount
	Notes				(9)
					000
	1. Freight and Insurance to be included with each individual item.			0	S. C.
	2. All pipes shall be supplied complete with supertite couplings, rubber jointing gaskets and lubricant.		3	Jon ,	
	3. No external or internal coating.		dilli		
	4. Working pressure 100m.	10			·
	5. Works test pressure 200 m.	×O '			
1.	PIPES				
	(a) 375 mm nominal diameter	1040	· m	47-65	# 49556-
	(b) 300 mm nominal diameter	2108	m	3080	Į.
	(c) 100 mm nominal diameter	28	m	5-47	153-
2.	ADDITIONAL COUPLINGS			r	133-
	Complete with rubber rings and jointing fluid				
	(a) 375 mm nominal diameter	3	No.	27-15	81-45
	(b) 300 mm nominal diameter	23	No.	15-31	352-13
	(c) 100 mm nominal diameter	3	No.	4-10	12-30
	(d) 100 mm nominal diameter dead end coupling	1	No.	23-00	23-00
	Coupling				34.
	TOTAL SCHEDULE A				ie
			1		# 115 104-44
	<b>→</b> .			- 1	
	•		.		
	Category			Level	Tuna
	Gutteridge Hasking & Davey Pty. Ltd. per Order of Cost:	-			Турс

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JRR:CFB

10th June, 1982

The Manager,
James Hardie & Co. Pty. Limited,
P.O. Box 188,
HAMILTON CENTRAL. Q. 4007

Dear Sir,

Re: Hervey Bay Water Supply Augmentation
Contract W.S6 - Supply & Delivery of A.C.
Pipes, Cast Iron Fittings and Valves
Schedule "A" - A.C. Pipes

The Council hereby accepts your tender dated 31st March 1982 for Contract W-86 Schedule "A" - A.C. Pipes in the Lump Sum of \$115,104.44 FAS Hervey Bay.

The Contract price is made up as follows:-

Tender Schedule Price

Reduction Class C pipe 375mm in lieu of Class C/28

1040m @ \$2.00 = 2,080.00

Reduction Class C pipe 300mm in lieu of Class C/28

2108m @ \$1.80 = 3,794.40 5,874.40

\$112,215.04

Extra Cost Bitumen Dip 375mm pipe

1040m @ \$1.05 = 1,092.00 300mm pipe 2108m @ .85c = 1,791.80 100mm pipe 28m @ .20c = 5.60 2,889.

\$115,104.44

by

dies less les

The Contract time of completion of twelve weeks commences from the date of this letter.

In accordance with Contract conditions, you are required to lodge within fourteen days of the date of this letter, a Security Deposit in the sum of \$5,755.22. On receipt of this Security Deposit your tender deposit will be returned.

Contract documents are being prepared and will be forwarded to you in due course.

Yours faithfully,

PR

SECKER,

047

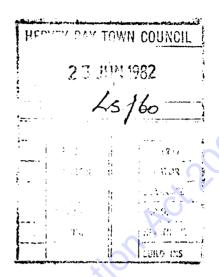


# **James Hardie & Coy Pty Limited**

Building Products Manufacturing:
Breakfast Creek Road Newstead Old 4006 (07) 52 3141
Cobalt Street Carole Park Old 4300 (07) 271 2022
Bellevue Avenue Enoggera Old 4051 (07) 355 7755

21st June, 1982.

The Town Clerk, Hervey Bay Town Council, P.O. Box 45, TORQUAY.....4657.



Dear Sir,

RE: CONTRACT NO. W-86 - SCHEDULE "A"

We thank you for your letter of the 10th June, 1982 advising Council's acceptance of our tender, for the supply and delivery of A.C. pipes amounting to \$115,104.44.

We forward herewith our Bank Guarantee for \$5,755.22 being the Security deposit as required by the conditions of contract.

Yours faithfully,
JAMES HARDIE & COY. PTY. LIMITED

J.K.DUNCAN,

PIPE SALES MANAGER.

Encl.

# AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

2477/4247

### **BANK GUARANTEE**

To:
The Town Clerk, Hervey Bay Town Council
(hereinafter called 'the Principal')
SECURITY o/a James Hardie & Coy. Pty. Limited
(hereinafter called 'the Customer')
IN CONSIDERATION of the Principal at the request of the Customer and AUSTRALIA AND NEW
ZEALAND BANKING GROUP LIMITED (hereinafter called 'the Bank') agreeing to accept this
Undertaking in connection with a Contract or Agreement entered into be a second of the base of the second
Customer for Contract No. W-86 - Schedule "A" - Supply and delivery of A.C.
pipes.
the Pool VEDENV VIV
to pay to the Principal on demand duly made in writing any sum or sums which may
from time to time be demanded in writing by the Principal to an amount not exceeding
Five thousand seven hundred and fifty fire Time an amount not exceeding
Five thousand seven hundred and fifty-five dollars twenty-two DOLLARS (\$5,755.22) in the aggregate.
m the aggregate. cents
Payment of the said sum or any parts thereof will be made by the Bank to the Principal without
reference by the Bank to the Customer and notwithstanding any notice to the Bank by the Customer
not to pay to the Principal any moneys hereunder and irrespective of the performance or non-
performance or non-

performance by the Customer or the Principal of the terms of the said Contract or Agreement.

The Bank's liability hereunder shall not be impaired or discharged by any alterations which may be made in the terms of the Contract or Agreement or by any extension of time or other forbearance on the part of either the Principal or the Customer to the other.

This undertaking shall continue in force either until notification in writing has been received by the Bank from the Principal that this undertaking is no longer required by the Principal or until payment to the Principal by the Bank of the whole of the said sum or the balance thereof remaining after any part payment or payments oxxivitida constituit experience occorrected and the constituence occurrence whichever shall first occur.

Notwithstanding anything hereinbefore contained the Bank reserves the right to terminate this undertaking at any time upon payment to the Principal of the said sum or the balance thereof remaining after any part payment or payments or such lesser amount as the Principal may require.

Dated at

Brisbane

21st

June day of

1982

Signed for and on behalf of Australia & New Zealand Banking Group Limited by an officer duly authorised to execute this guarantee in the presence of:

Manager, Hamilton Branch

Australia & New Zealand Banking Group

Limited

words in

cs if not applicable

/ licm	DESCRIPTION	Qiy.	Unit	Refe \$	Amount \$
, Hem	Notes  1. Freight and Insurance to be included			, Č.	02
	with each individual item.	•			
	with supertite couplings, rubber jointing gaskets and lubricant.		1		) sp-
	3. No external or internal coating.			NO	248.82
	4. Working pressure 100m.  5. Works test pressure 200 m.	4			
1.	PIPES (a) 375 mm nominal diameter feed 863 95M	1040	· m	.47-65	\$41167
	(b) 300 mm nominal diameter Recd 986-20 M	2108	m	. 30 %0 5-47	27794
	(c) 100 mm nominal diameter Complete	20			
2.	ADDITIONAL COUPLINGS  Complete with rubber rings and jointing fluid		•		
	(a) 375 mm nominal diameter Computer	3	No.	27-15	31-1
	(b) 300 mm nominal diameter Complete	23	No.	15.31	352
. (	(c) 100 mm nominal diameter complete	3	No.	4-10 23-0	12-
<b>(</b> )	(d) 100 mm nominal diameter dead end coupling		ortificate		# 69 084-
	TOTAL SCHEDULE A				and the second s

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ites		•	Rec'd This Statement	Recit to Volte	,	
Freight and Insurance to be included ith each individual item.			Ollus			gerije i spilagerije. Redikases gerije progra
All pipes shall be supplied complete ith supertite couplings, rubber jointing askets and lubricant.  No external or internal coating.	HEOVLE	10/10		S'UPPLIED.	DUE THIS	The state of the s
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b) 300 mm nominal diameter	2108	m	1350W	1	1	<b>*</b> -
c) 100 mm nominal diameter	28	m		as	Compl	ete : p e
DDITIONAL COUPLINGS						A SECTION ASSESSMENT
omplete with rubber rings and jointing luid			:			in the second second
a) 375 mm nominal diameter	3	No.		3	COMPLE	5.TC 6
b) 300 mm nominal diameter	23	No.		23	COMPL	ETE :
c) 100 mm nominal diameter	3	No.		3	10.1	
d) 100 mm nominal diameter dead end coupling	1	No.				
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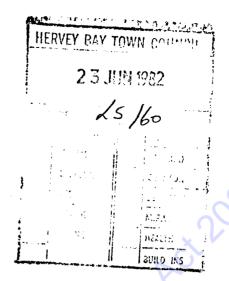


# **James Hardie & Coy Pty Limited**

Building Products Manufacturing:
Building Products Manufacturing:
Breakfast Creek Road Newstead Old 4006 (07) 52 3141
Cobalt Street Carole Park Old 4300 (07) 271 2022
Bellevue Avenue Enoggera Old 4051 (07) 355 7755

21st June, 1982.

The Town Clerk, Hervey Bay Town Council, P.O. Box 45, TORQUAY.....4567.



Dear Sir,

RE: CONTRACT NO. W-88 - SCHEDULE "A"

We thank you for your letter of the 10th June, 1982 advising Council's acceptance of our tender, for the supply and delivery of A.C. pipes amounting to \$54,640.48.

We forward herewith our Bank Guarantee for \$2,732.24 being the Security deposit as required by the conditions of contract.

Yours faithfully,

JAMES HARDIE & COY. PTY. LIMITED

J.K.DUNCAN,

PIPE SALES MANAGER.

Encl.

### **BANK GUARANTEE**

The Town Clerk, Hervey Bay Town Council
(hereinafter called 'the Principal')
SECURITY o/a James Hardie & Coy. Pty. Limited
(hereinafter called 'the Customer')
IN CONSIDER ATION of the Deinsing of the Constant of the Const
IN CONSIDERATION of the Principal at the request of the Customer and AUSTRALIA AND NEW
ZEALAND BANKING GROUP LIMITED (hereinafter called 'the Bank') agreeing to accept this
Undertaking in connection with a Contract or Agreement entered into between the Principal and the Customer for Contract No. W-88 - Schedule "A" - Supply and delivery of A.C.
pipes.
to pay to the Principal on demand duly made in writing any sum or sums which may
from time to time be demanded in writing by the Principal to an amount not exceeding
Two thousand seven hundred and thirty-two dollars forty-four centspollars
(\$ 2,732.44 ) in the aggregate.
,
Payment of the said sum or any parts thereof will be made by the Bank to the Principal without
reference by the Bank to the Customer and notwithstanding any notice to the Bank by the Customer
not to pay to the Principal any moneys hereunder and irrespective of the performance or non-
performance by the Customer or the Principal of the terms of the said Contract or Agreement.
The Bank's liability hereunder shall not be impaired or discharged by any alterations which may be
made in the terms of the Contract or Agreement or by any extension of time or other forbearance
on the part of either the Principal or the Customer to the other.
$\cdot$ $\circ$
This undertaking shall continue in force either until notification in writing has been received by the Bank
from the Principal that this undertaking is no longer required by the Principal or until payment to the
Principal by the Bank of the whole of the said sum or the balance thereof remaining after any part payment
or payments oxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
whichever shall first occur.
Notwithstanding anything hereinbefore contained the Bank reserves the right to terminate this undertaking
at any time upon payment to the Principal of the said sum or the balance thereof remaining after any part
payment or payments or such lesser amount as the Principal may require.
7 7 miles and an east as the 1 micipal may require.
Dated at Brisbane this 21st day of June 1982
Signed for and on behalf of ) Australia & New Zealand Banking Group Limited
Australia & New Zealand Banking Group Limited
Group Limited by an officer
of: Manager Hamilton Branch
Manager, Hamilton Branch

Lesse words in italics if not applicable

1172-11/78

#### **CONTRACT**

DENMAN CAMP ROAD TO ROBERT STREET WATERMAIN
W-88 SUPPLY AND DELIVERY OF A.C. PIPES, CAST IRON
FITTINGS AND VALVES

(Lump Sum Contract)

### SCHEDULE OF PRICES

#### SCHEDULE A - ASBESTOS CEMENT PIPES

	Item	DESCRIPTION	Qty.	Unit	Rate \$	Amount \$
		NOTES:  1. Freight and Insurance to be included with each individual item.  2. All pipes shall be supplied complete with supertite couplings, rubber jointing gaskets and lubricant.  3. No external or internal coating.  4. Working pressure 100 m.  5. Works test pressure 200 m.	Mail	S. P.Ö.	2009	
<b>N</b>	2.	PIPES  (a) 300 mm nominal diameter Rec 1758-3  (b) 100 mm nominal diameter  ADDITIONAL COUPLINGS  Complete with rubber rings and jointing	1760 20	m m	30-80 5-47	54208 109-
	-C) <sup>*</sup>	fluid (a) 300 mm nominal diameter (b) 100 mm nominal diameter	20 4	No.	15-31 4-22	306-2 16-8
< <sup>C</sup>		TOTAL SCHEDULE A				\$ 54 640-

The quantities set out in this schedule are for guidance of tenderers only & do not form part of the Contract,

	Office use only
Tenderer's Name	This is ANNEXURE referred to in the Agreement.
Signature of Tenderer055	, , , , , , , , , , , , , , , , , , ,
	Signedfor Prince

When And Locality  Lealule G. (Capt Single Date)  When the Stipulated Date of Repayment Date of Repayment Date of Repayment Rate of Rive Fines  Recrued Fine	Snon Juttura  Trobbed  Trobbed	Somes (tender + Coy. Per. Atd.	S D	PAYMENTS	VOUCHER	1655 4057 31	1627	14 4395												S	PARTICULARS OF S 6				S	PARTICULARS OF DEDUCTIONS		
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#### CONTRACT

DENMAN CAMP ROAD TO ROBERT STREET WATERMAIN
W-88 SUPPLY AND DELIVERY OF A.C. PIPES, CAST IRON

FITTINGS AND VALVES

(Lump Sum Contract)

## SCHEDULE OF PRICES

SCHEDULE B - CAST IRON FITTINGS James Marche Coy

	SCHE	DULE B - CAST IRON FITTINGS	James	Maraul	109	
	Item	DESCRIPTION	Qty.	Unit	Rate \$	Amount \$
	1.	NOTES:  1. Freight and Insurance to be included with each individual item.  2. All fittings to be Class 'C' with light cement mortar lining and coal tar epoxy coating as specified.  3. Working pressure 100 m.  4. Cast iron fittings to be short type unless specified otherwise.  5. Abbreviations:  F1 = Flanged to A.S. B52 Table E M'C = Machined end suitable for A.C. Supertite coupling.	OTA	XiOn N	Ž. 2.	23
		<ul> <li>(a) 300 nominal diameter Fl and M'C 1000 long with central thrust flange</li> <li>(b) 300 nominal diameter Fl and M'C with 25 tapping fitted with plug</li> <li>(c) 100 nominal diameter Fl and M'C</li> </ul>	1 2 3	No. No.	367.00	367-00 352-81
	2.	TEES  (a) 375 M'C x 300 F1 with 25 tapping and fitted with plug	1	No.	509-20	509-30
,		(b) 300 M'C x 150 F1 (c) 300 M'C x 100 F1	1 3	No.	227-50	227-50

The quantities set out in this schedule are for guidance of tenderers only & do not form part of the Contract,

#### **CONTRACT**

DENMAN CAMP ROAD TO ROBERT STREET WATERMAIN
W-88 SUPPLY AND DELIVERY OF A.C. PIPES, CAST IRON
FITTINGS AND VALVES

(Lump Sum Contract)

### SCHEDULE OF PRICES

#### SCHEDULE B- CAST IRON FITTINGS

	Item		DESCRIPTION			Qty.	Unit	Rate \$	Amount \$
	3.	INVERT SC	OUR TEES M'C with 100 F1	Branch		2	No.	199-00	398-00
	4.	HYDRANT T	EES					S.	
		(a) 300 hydr	M'C with 80 Fl bant)	ranch (to suit	t ,/	7	No.	195-00	(365-00
	5.	AIR VALVE	TEES						
		(a) 300 l	M'C with 80 Fl b	ranch (Table H	3)/	2	No.	313-00	42600
	6.	BENDS M'	C and M'C			(0)			Ì
		(a) 300 t	nominal diameter	x 45°	V	2	No.	216-00	432-00
		(b) 100 m	nominal diameter	x 22½°		2	No.	32-50	65-00
•	7.	GIBAULT JO	OINTS					<u> </u>	
		(a) 375 i	nominal diameter	2,0,		2	No.	114-30	228-60
		(b) 100 i	nominal diameter		1	2	No.	18-00	36-00
	8.	FLANGE JO	INTING MATERIAL			. •			
			nominal diameter		1	4	No.	30-50	122-00
•			nominal diameter nominal diameter			2 10	No. No.	10-00	20-00
		1 1	nominal diameter			16	No.	5-80 3-25	52-00
			503						3
N	9.	HYDRANT R	ISERS 80 nominal	diameter					
		(a) 150 r	mm long		1	2	No.	24-50	49-00
			nm long		1	3 1	No. No.	31-50	94.50
	0		nm long nm long	•		1	No.	41-00	41-00 52-80
	10.	BLANK FLAI	_					32.00	3 4 80
			 nominal diameter		1	1	No.	a7-00	27-00
İ	,	• •	nominal diameter		1	2	No.	16-00	32-00
		TOTA	L SCHEDULE B						
			•						\$ 5684-41

The quantities set out in this schedule are for guidance of tenderers only & do not form part of the Contract,

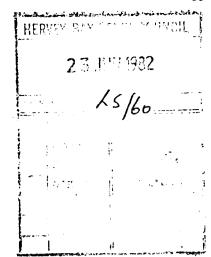
		Office use only	
Tenderer's Name	058	This is ANNEXUREreferred to in the Agreement.	
Signature of Tenderer	•••••••••••••••••••••••••••••••••••••••	Cianad	for Principal

# James Hardie & Coy Pty Limited

Building Products Manufacturing: Breakfast Creek Road Newstead Old 4006 (07) 52 3141 Cobalt Street Carole Park Old 4300 (07) 271 2022 Bellevue Avenue Enoggera Old 4051 (07) 355 7755

21st June, 1982.

The Town Clerk, Hervey Bay Town Council, P.O. Box 45, TORQUAY.....4657.



Dear Sir,

RE: CONTRACT NO. W-88 - SCHEDULE "B"

We thank you for your letter of the 10th June, 1982, advising Council's acceptance for our tender, for the supply and delivery of cast iron fittings amounting to \$5,684.44.

We forward herewith our Bank Guarantee for \$284.22 being the Security deposit as required by the conditions of contract.

Yours faithfully,

JAMES HARDIE & COY. PTY. LIMITED

J.K.DUNCAN,

PIPE SALES MANAGER.

Encl.

)

words in

ita if not applicable

The Town Clerk, Hervey Bay Town Council
(hereinafter called 'the Principal')
SECURITY 0/a James Hardie & Coy. Pty. Limited
(hereinafter called 'the Customer')
IN CONSIDERATION of the Principal at the request of the Customer and AUSTRALIA AND NEW
ZEALAND BANKING GROUP LIMITED (hereinaster called 'the Bank') agreeing to accept this
Undertaking in connection with a Contract or Agreement entered into between the Principal and the
Customer for Contract No. W-88 - Schedule "B" - Supply and delivery of cast
iron fittings
the Bank HEREBY UNDERTAKES unconditionally
to pay to the Principal on demand duly made in writing any sum or sums which may
from time to time be demanded in writing by the Principal to an amount not exceeding
Two hundred and eighty-four dollars and twenty-two cents DOLLARS
(\$\frac{\$284.22}{}\) in the aggregate.
Downsont of the said sum on a sum of the first term of the said sum of the sai
Payment of the said sum or any parts thereof will be made by the Bank to the Principal without
reference by the Bank to the Customer and notwithstanding any notice to the Bank by the Customer
not to pay to the Principal any moneys hereunder and irrespective of the performance or non-
performance by the Customer or the Principal of the terms of the said Contract or Agreement.
The Bank's liability hereunder shall not be impaired or discharged by any alterations which may be
made in the terms of the Contract or Agreement or by any extension of time or other forbearance
on the part of either the Principal or the Customer to the other.
This undertaking shall continue in force either until notification in writing has been received by the Bank
from the Principal that this undertaking is no longer required by the Principal or until payment to the
Principal by the Bank of the whole of the said sum or the balance thereof remaining after any part payment
or payments occupied described and the control of t
whichever shall first occur.
Notwithstanding anything hereinbefore contained the Bank reserves the right to terminate this undertaking
at any time upon payment to the Principal of the said sum or the balance thereof remaining after any part
payment or payments or such lesser amount as the Principal may require.
payments of payments of sach lesser amount as the 1 thicipal may require.
Dated at Brisbane this 21st day of June 1982
Signed for and on behalf of ) Australia & New Zealand Banking Group Limited
Signed for and on behalf of ) Australia & New Zealand Banking Group Limited Australia & New Zealand Banking)
Group Limited by an officer duly authorised to execute
this guarantee in the presence
of: Manager, Hamilton Branch

On expiry or when no longer required, please return this document for cancellation to:

The Manager, AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED.

1172—11/78

AGREEMENT Made this day of
One Thousand Nine Hundred and EightyBETWEEN JAMES HARDIE AND CO. PTY. LTD.

of MEEANDAH in the State of Queensland (hereinafter and in the documents referred to as "the Contractor") of the one part

AND THE COUNCIL OF THE TOWN OF HERVEY BAY

of Bideford Street, Torquay, in the State of Queensland

(hereinafter and in the documents referred to as "The

Council" or the "Principal") of the other part

#### WHEREAS

- 1. Tenders were invited for Supply and Delivery of

  A. C. Pipes and Cast Iron Fittings

  according to the plans and

  specification and under and subject to the General

  and Special Conditions of Contract and the Conditions

  of Tendering annexed hereto.
- form dated the 7th April, 1982 and marked

  Annexure "A" accompanied by Schedule of Rates dated

  the 7th April, 1982 and marked Annexure "B".
- -3. The Contractor therein offered to complete the various works at the Unit Rates stated in the Schedule of Rates within the time specified.
  - 4. The offer was accepted and notice of acceptance was forwarded to the Contractor by the Council by letter

#0 H

- dated the 10th June, 1982 and marked
  Annexure "C".
- 5. The Contractor has lodged the required amount as
  Security Deposit so far as the amount shall be
  sufficient for the due and faithful performance of
  this Contract.

#### IT IS HEREBY AGREED AND DECLARED

- 1. THAT in pursuance of the said agreement and in consideration of the premises the Contractor hereby covenants with the Council and its assigns that the Contractor shall faithfully execute and complete the several works and provisions in conformity herewith and with the said several annexures hereto within the time stated.
- 2. THAT in consideration of the due execution and completion of the said works and provisions the Council hereby covenants with the Contractor that the Council shall pay to the Contractor such sums as may become payable to the Contractor under the provisions of the Contract at such time and in such manner as provided in the contract.
- 3. THAT the said several annexures hereto shall be deemed to be incorporated herein and taken and read and construed as if same were embodied in and formed part of those presents and the said several annexures hereto and these presents shall together be taken to be the Contract between the parties in respect of the said work



IN WITNESS WHEREOF the parties hereto	have hereunto set their
hands and seals the day and year herei	inbefore written
SIGNED SEALED AND DELIVERED by the	The set
abovenamed	(J. K. Duncan, Pipe Sales Manage
in the presence of -	C. Mariego
	CRE
THE COMMON SEAL OF THE COUNCIL OF THE	)
TOWN OF HERVEY BAY was affixed hereto	.}
in the presence of the undersigned	<b>\$</b>
members of the Council on the	<b>\</b>
day of	<b>}</b>
in the presence of -	)
el Rilo.	MAYOR
, unde	

TOWN CLERK

# Council of the Town of Hervey Bay

Council Chambers, Cnr. Bideford and Campbell Streets, Torquay. Q.





ALL COMMUNICATIONS TO BE ADDRESSED TO THE CLERK.

POSTAL ADDRESS— BOX 45. TORQUAY, 4687. TELEPHONES-

28 2858 (3 LINES).

SUB-OFFICE: HUNTER STREET.

10th June, 1982

JRR:CFB

The Manager, James Hardie & Co. Pty. Ltd., P.O. Box 188, HAMILTON CENTRAL.

Dear Sir,

Hervey Bay Water Supply Augmentation Contract W-88 - Supply & Delivery of A.C. Pipes, Cast Iron Fittings and Valves Schedule "A" - A.C. Pipes

The Council hereby accepts your tender dated 7th April 1982 for Contract W.88 Schedule "A" - A.C. Pipes in the Lump Sum of \$54,640.48 FAS Hervey Bay.

The Contract price is made up as follows:-

Tender Schedule Price Reduction Class C pipe 300mm in lieu of Class C/28 1760m @ \$1.80

56,308.48 3,168.00

\$53,140.48

Extra Cost Bitumen Dep.300mm 1760m @ 85¢ = 20m @ 20¢ 100mm

1,500.00

\$54,640.48

The Contract time of completion of twelve weeks commences from the date of this letter.

In accordance with Contract conditions, you are required to lodge within fourter days of the date of this letter, a Security Deposit in the sum of \$2,732.24. On receipt of this Security Deposit your tender deposit will be refunded.

Contract documents are being prepared and will be forwarded to you in due course.

Yours/faithfully,

R.F. BECKER

TOWN CLERK.

This is Annexure. referred to in the Agreement.

Signed.

... for Principal

Signed

for Contractor

# Council of the Town of Hervey Bay

Council Chambers, Cnr. Bideford and Campbell Streets, Torquay. Q.

FILE LS /60



ALL COMMUNICATIONS TO BE ADDRESSED TO THE CLERK.

POSTAL ADDRESS--BOX 45,
TORQUAY, 4657.
TELEPHONES--28 2855 (3 LINES).

SUB-OFFICE: HUNTER STREET.

JRR:CFB

10th June, 1982

The Manager, James Hardie & Co. Pty. Ltd., P.O. Box 188, HAMILTON CENTRAL. Q. 4007

Dear Sir,

Re: Hervey Bay Water Supply Augmentation
Contract W.88 Supply & Delivery of A.C. Pipes,
Cast Iron Fittings and Valves
Schedule "B" - Cast Iron Fittings

The Council hereby accepts your tender dated 7th April 1982 for Contract W.88 Schedule "B" - Cast Iron Fittings in the Lump Sum of \$5,684.44 FAS Hervey Bay.

The Contract time of completion of twelve weeks commenc es from the date of this letter.

In accordance with Contract conditions, you are required to lodge within fourteen days of the date of this letter, a Security Deposit in the sum of \$284.22. On receipt of this Security Deposit your tender deposit will be returned.

Contract documents are being prepared and will be forwarded to you in due course.

Yours faithfully,

R.F. BECKER,

TOWN CLERK.

This is Annexure referred to in the Agreement.

Signed for Principal for Contractor



### James Hardie & Coy Pty Limited

Registered Office in Queensland:
Randle Road, Meeandah Old
P.O. Box 188 Hamilton Central Old 4007
Telex: Harbest AA41031
Cables & Telegrams: 'Fibrolite' Brisbane
Pipe Manufacturing:
Randle Road Meeandah. (07) 260 1522
Building Products Manufacturing:
Breakfast Creek Road Newstead Old 4006 (07) 52 3141
Cobalt Street Carole Park Old 4300 (07) 271 2022
Bellevue Avenue Enoggera Old 4051 (07) 355 7755

6th April, 1982

REF: RC 106482/480H

The Town Clerk, Hervey Bay Town Council, P.O. Box 45, TORQUAY, Q. 4657

Dear Sir,

Re: CONTRACT NO. W-88

SUPPLY AND DELIVERY OF ASBESTOS CEMENT PIPES AND

CAST IRON FITTINGS AND VALVES

We have pleasure in submitting our tender for your consideration.

#### A.C. PRESSURE PIPE

The pipe would be manufactured in our works at Meeandah, in Queensland, by the "Mazza" process to conform in general with Australian Standard Specification No. 1711-1975 "Asbestos Cement Pressure Pipes". Clause W-88.111 of the Specification requires the Ultimate Circumferential Tensile Strength as per Clause 14.1 of A.S. 1711-1975 to be raised to not less than 28 MPa for the 375 and 300 diameter pipes.

As an alternative to specified Class C/28 pipe, we offer Class C pipe at the following rate F.A.S. Hervey Bay:

300 Class C Pipe @ \$29.95 per metre

We refer to Clause 5 of A.S. 1711-1975 where the ratios of working pressure to burst pressure are stated as follows:

Nom Diameter	<u>BP</u> WP
From 50 to 100	4
From 125 to 200	3.5
From 250 to 1000	3

..../2

\$ M

Using the above ratios and the minimum bursting pressures as stated in Appendix G of A.S. 1711-1975, the maximum working pressures of the pipes offered are as listed below:

Pipe Size & Class

Maximum Working Pressure

300 Class C Pipe

1.24 MPa

As can be seen, all the pipes offered have working pressures in excess of the required 100 metres head. The factory test pressure for Class C pipes is 2.7 MPa.

#### VALVES

The valves are designed to meet the requirements of British Standard Specification No. BS1218.

Reference is made to Clause W-88.170. The valves offered are not coated as per this Clause but are coated as per Clause 17.00 of the "Standard Specification for the Manufacture, Supply, Inspection, Testing, and Delivery of Sluice Valves".

#### CAST IRON FITTINGS

Cast iron fittings offered are manufactured generally in accordance with Australian Standard Specification No. 1488-1974 "Cast Grey Iron Fittings for Pressure Pipes".

Reference is made to Clause W-88.170. The Cast Iron fittings offered are <u>not</u> coated as per this clause but are coated as per Clause 7 of the "Standard Specification for Supply of Pipes, Valves and Specials".

#### PRICES

Reference is made to Clause W-88.030 of the Specification. Prices will be held firm under the following conditions:

- Notification of acceptance is received within 45 days.
- 2. The Principal does not extend the Contract Period.

If these conditions are not met "rise and fall" will apply as set out below.

The tendered unit rates for A.C. products are based on the rates, wages and conditions of employment, and raw material costs ruling at the 8th April, 1982. The rates are subject to variation.

The base unit rate for rise and fall claims will be wholesale price indexes - price index of materials used in buildings other than house buildings - published by the Australian Bureau of Statistics. The formula for rise and fall adjustment will be as follows:



 $(A \div B - 1) \times 100 = Percentage Increase$ 

A = Latest available index for Precast Concrete Products.

Index for Precast Concrete Products for the month prior to closing date of tender.

We also reserve the right to claim, as an extra, any increases in rail and/or road freight which occur.

#### ROAD FREIGHT

The road freight is calculated at current rates, on the understanding that the pipes and fittings are consigned and unloaded in full truck lots at any one site. Where a consignment of less than a truck load is required then the ex works rate plus actual freight cost will be charged.

#### DELIVERY

Reference is made to Clauses W-88.060 and W-88.090 of the Specification.

- PIPES:- On present indications, deliveries can be commenced within 2 weeks, and completed within 6 weeks, on receipt of acceptance.
- 2. FITTINGS AND VALVES:- On present indications, deliveries can be commenced within 3 weeks, and completed within 8 weeks, on receipt of acceptance.

Every effort will be made to carry out the contract in accordance with our offer, but if our ability to do so, or to obtain the necessary labour, materials or articles, or the cost thereof, or of obtaining or importing the same be affected (directly or indirectly and whether by circumstances already existing or otherwise), by war, any law or provision having or purporting to have the effect of law, strikes, lockouts, civil commotion, restraint of governments, rise in freight duties or other charges, acts of God, fire, loss at sea, or by any cause beyond our control we shall have the right thereupon to determine the contract without being liable for any antecedent breach due to the above causes, and shall be entitled nevertheless to payment for any works already done or deliveries made thereunder calculated on the basis of the price rates provided by the contract.

#### TERMS OF TRADING

Our offer is on the basis of payment in full within thirty days of despatch of each consignment.

#### GENERAL

The material is tested and passed by Queensland Water Resources Commission Inspectors, as fulfilling the specification.

..../4 JD

The prices quoted are nett F.A.S. Hervey Bay.

We claim Queensland Manufacturer's Preference for the tendered sums, as entitled.

We enclose our bank cheque for \$200.00, as required by the Conditions of Tendering. Please forward receipt of same.

We have endorsed and now forward the tender documents, and trust that you will find them in order.

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Jook 1

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CRC Released under Right to Information Red

CRC Releases Right to Information Red

CRC Red Red Red Right to Information Red

CRC Red Red Red Right to Information Red Rig We thank you for the opportunity to tender and look forward to

HERVEY BAY TOWN COUNCIL
HERVEY BAY WATER SUPPLY AUGMENTATION
DENMAN CAMP ROAD TO ROBERT STREET WATERMAIN

SPECIFICATION

FOR

CONTRACT W-88

SUPPLY AND DELIVERY OF ASBESTOS CEMENT PIPES AND CAST IRON FITTINGS AND VALVES.

APPROVED BY HERVEY BAY COUNCIL

SIGNED	: De Esa Mos	Mayor
		Town Clerk
		Town Engineer
	e de la companya de	
DATE:	16g.	
		<del></del>

GUTTERIDGE HASKINS & DAVEY PTY LTD CONSULTING ENGINEERS 87 WICKHAM TERRACE BRISBANE. 4000.

w f

(Applicable where Principal is a Local Authority, or Government or Semi-Government Body in Queensland)

Contract No. W-88	For	SUPPLY	ANI	DEI	LIVERY	OF	ASBES	STOS	CEMENT
•		PIPES	AND	CAST	IRON	FIT	rings	AND	VALVES

Tenders shall close at 11 a.m. on

Cnr. Campbell & Bideford at the Public Office of the Principal at Sts., Torquay.

1. Full particulars of the works specified, including the Tender Documents, may be inspected and/or obtained at the Office of Gutteridge, Haskins & Davey Pty Ltd, Consulting Engineers Planners Surveyors, 87 Wickham Terrace, BRISBANE.

Intending Tenderers will be supplied with a copy of the Tender Documents on payment of such sum as may be specified in the advertisement calling Tenders. The amount charged will be refunded to the successful Tenderer and also to bona fide Tenderers who return the Tender Documents in good order and condition within fourteen (14) days of closing of Tenders. One copy only will be credited in such manner to each Tenderer, notwithstanding that such Tenderer has purchased more than one copy.

- Tenders must be submitted on the forms provided, each of which shall be signed by the Tenderer. All information called for on the forms shall be inserted in the respective places provided.
- 3. Every Tender shall set forth the full Christian Names, Surname and address of the Tenderer, and when the Tender is in the name of a firm the names in full and addresses of each member of the firm; when the Tender is by a Company the Tender shall set forth the name of the Company and the address of the Registered Office of the Company.
- 4. Tenderers shall submit full information regarding the following with their tender otherwise their tender may not be considered.
  - (a) If the Tenderer is a Partnership or a Company, the Partners or Directors shall be named and in each case their personal experience or qualifications in the type of work being tendered for shall be stated.
  - (b) Details of similar contracts completed within the last five (5) years shall be set out stating:
    - (a) Principal
    - (b) Description of Contract
    - (c) Value of Contract
    - (d) Time of Completion
    - (e) Consulting Engineer or other Referee.
  - (c) A schedule of plant, equipment and organisation proposed for this Contract shall be included.
  - (d) The Tender shall state if plant or equipment is owned or to be hired.
  - (e) The Tender shall state the name of the Bankers and

al you

the address of the branch.

- (f) The Tender shall state any current or future commitments on large Contracts.
- 5. Every Tender shall be enclosed in a sealed envelope addressed to the Principal and the front of the envelope shall be endorsed with the Contract Number and a brief description of the Contract.
- 6. Tenders may be lodged by post or by a recognised carrier providing a direct delivery service to the Public Office of the Principal but otherwise shall be lodged in the Tender Box at the Public Office of the Principal by being placed therein before the time specified for the closing of Tenders. Any Tender not in the Tender Box before the specified closing time shall not be considered unless there is evidence satisfactory to the Principal that such Tender -
  - (i) was delivered to the Principal before the specified closing time; or
  - (ii) was either posted or despatched by a recognised carrier providing a direct delivery service to the Public Office of the Principal in sufficient time to reach the Principal under normal circumstances before the specified closing time but was still in course of delivery by post or by the recognised carrier at the specified closing time.
- 7. No Tender received by telephonic or telegraphic advice will be considered.
- 8. If the Contract to be tendered for is a Schedule of Rates Contract each Tenderer shall state in the Schedule of Rates provided, the rates at which he offers to carry out the various items of work and shall in addition state the total price arrived at by summing the itemised amounts. The sum to be inserted in the Tender shall agree with the total in the Schedule of Rates and shall not be deemed or taken to mean a Lump Sum Contract but is inserted merely to enable the Principal to ascertain which Tender is the lowest. If any error be made in the calculation or summation of the prices the Tenderer shall be bound by the rates stated in the Schedule and the amount stated in the Tender shall be altered by the Principal to conform with the amount shown in the Schedule after correction.
- 9. If the Contract to be tendered for is a Lump Sum Contract, each Tenderer shall deposit with his Tender a Schedule of Prices fully priced, moneyed out to agree with the Lump Sum of his Tender and signed by the Tenderer. The Lump Sum shall be the stated Lump Sum of the Tender and shall agree with the correct addition of the itemised amounts. If any Tender shall be accepted and any correction shall be necessary in such Schedule of Prices to arrive at the Lump Sum in manner hereinbefore in this clause provided, the successful Tenderer shall, without any undue delay, make such alterations in and to the Schedule of Prices (and whether in the quantities thereof or in the rates) as the Principal shall consider necessary for such purpose.

- 10. The whole of the works specified will be let as one Contract except as may otherwise be stated in the Specification.
- 11. Each Tenderer shall show in his Tender the time within which he is prepared to perform the Contract, unless a time for completion of the Contract is specified in the Tender ; Documents.
- 12. Where the Tender is for the execution of any work, Tenderers are required to visit the site of the work and satisfy themselves of local conditions and facilities. The Principal will not be liable for any claim on the ground of insufficient information.
- 13. The Principal shall not be bound by any verbal advice given or information furnished by any Officer of the Principal in respect of the Contract but shall be bound only by written advice or information furnished by the Principal.
- 14. Each Tenderer shall, as a guarantee of good faith, deposit with his Tender the sum of .TWO.HUNDRED...... dollars (\$200, Each such deposit shall be in the form of Australian treasury notes, bank draft, bank certified cheque, money order or other form approved by Principal. Such tender deposits shall be returned to all tenderers, except those whose tenders are still being seriously considered, within fourteen (14) days of the closing date for receipt of tenders.
- 15. In consideration of the Principal undertaking to investigate and take into account each Tender and in consideration of the work thereby involved, all moneys deposited by the Tenderer may be forfeited to the Principal, if the Principal so decides, in the event of such Tenderer withdrawing his Tender within 60 days after the closing date of Tenders.
- 16. The successful Tenderer shall be notified in writing of the acceptance of his Tender subject to the conditions stated in the General Conditions of Contract, and he must thereupon within the time mentioned therein, deposit the amount provided for in the said General Conditions of Contract, and such amount shall be held by the Principal as security for the due and faithful performance and fulfilment of his Tender and the Contract arising out of the acceptance thereof; and the said Tenderer shall within the time provided for in the aforesaid General Conditions of Contract execute sign and deliver to the Principal a deed or agreement for the due and faithful performance and fulfilment of his Tender and the Contract arising out of the acceptance thereof.
- 17. The Principal shall not be bound to accept the lowest or any Tender nor will the Principal be responsible for or pay for expenses or losses which may be incurred by any Tenderer in the preparation of his Tender.
- 18. Attention is drawn to the Special Treasury Loan Conditions. Where these conditions allow the allotment of preference to goods or materials of local manufacture, the Tenderer shall supply such information as may be specified so that all claims for any such preference may be fully considered. If a Tenderer fails to supply such information as is so specified to be supplied, he shall have no claim for any such preference



- 19. Any Tender which does not comply in every respect with the requirements of the Tender Documents may be rejected.
- 20. Attention is drawn to the Standard Code of Tendering, the provisions of which will be observed in awarding this Contract. A copy of this Code is available for inspection at the office of the Consulting Engineers.

These are the Conditions of Tendering referred to in my Tender to behalf of

JAMES HUNDLES

(Signed)

U. K. Durende're Sales Manager)

0 7 AFR 1382

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074

FORM OF TENDER 9/7°
LUMP SUM CONTRACT
CONTRACT NO W88

HERVEY BAY TOWN COUNCIL
HERVEY BAY WATER SUPPLY AUGMENTATION
DENMAN CAMP ROAD TO ROBERT STREET
SCHEDULE A - ASBESTOS CEMENT PIPES

I/We, the undersigned, do hereby tender to provide the material and perform the various works required for:SUPPLY AND DELIVERY OF ASBESTOS CEMENT PIPES AND CAST IRON FITTINGS AND VALVE

agreeably to the Specification, which has been inspected by me (or us) for the sum of:-THREE HUNDRED AND EIGHT..... DOLLARS FORTY-EIGHT. CENT and to complete the same within the time stated in the document and I/we do hereby agree that any additions to or deductions fr the said works shall be paid or allowed for, as the case may be at the rates or prices mentioned in the Schedule of Prices anne hereto, or in the priced Bill of Quantities, whichever applies, if not in the Schedule or priced Bill of quantities, at a price be agreed upon at the time, and added to on deducted from the red Appendent Tender to Documents execute the form Norecastd I/wacher eby undertake that above sum, as the case I/we shall as requ instrument of agr with the theread Principal and lodge a security and I/we encl herewith my/our pre sit in the sum of:and I (or we) agree that such sum shall be absolutely forfeited

and I (or we) agree that such sum shall be absolutely forfeited I (or we) at any time within sixty days after the said Tender i opened, withdraw same; or if, in the event of this Tender bein accepted, I (or we) fail to complete the above-mentioned Contra Document within fourteen days thereafter; and further that thi Tender is made subject to the Conditions of Tendering by which (or we) agree to be bound.

DATED THIS7th	for and on DAY OF April 19
SIGNATURE OF PARTY OR FIRM TENDERING	JAMES HARDLE ALCOYLITTY ELECTED
	(J. K. Duncan, Pipe Sales Manager)
ADDRESS	• • P.O.•Dox 483; Hamilton• Gossale Glal.•4097• • • • • • • • • • •
WITNESS	Buillitet
IF A FIRM, THE NAMES OF	/
THE INDIVIDUAL MEMBERS OF	
THE FIRM TO BE STATED HER	SE.

B

# HERVEY BAY TOWN COUNCIL

CONTRACT

DENMAN CAMP KOAD TO ROBERT STREET WATERMAIN
W-88 SUPPLY AND DELIVERY OF A.C. PIPES, CAST IRON

FITTINGS AND VALVES

(Lump Sum Contract)

# SCHEDULE OF PRICES

# SCHEDULE A - ASBESTOS CEMENT PIPES

	Rem	DESCRIPTION	Qty.	Unit	Rate 3	Amount \$
		5. Works test pressure 200 m.	street the b	We erect	for Principal	a cuer
	1.	PIPES (a) 300 mm nominal diameter	1760	m	31.75	55,880.(
		(b) 100 mm nominal diameter	20	m	5.27	105.4
	2.	ADDITIONAL COUPLINGS  Complete with rubber rings and jointing fluid  (a) 300 mm nominal diameter  (b) 100 mm nominal diameter	20	No.	15.31 4.22	306.: 16.{
Rele		TOTAL SCHEDULE A		e.		\$56,308.
,				·		

The quantities set out in this schedule are for guidance of tenderers only & do not form part of the Contract,

JAMES HARDIE & CO. PTY, LTD.	Office use only
Tenderer's Name	This is ANNEXUREreferred to in the Agreement.
Signature of Tenderer GA win	Signedfor Prin
Time of Completion LE LETTO Weeks/Months. Date 0 7 APP 1009	Signed

# FORM OF TENDER 9/72

LUMP SUM CONTRACT

CONTRACT NO W-88

HERVEY BAY TOWN COUNCIL
HERVEY BAY WATER SUPPLY AUGMENTATION
DENMAN CAMP ROAD TO ROBERT STREET

SCHEDULE B - CAST IRON FITTINGS

I/We, the undersigned, do hereby tender to provide the material and perform the various works required for:-

agreeably to the Specification, which has been inspected by me (or us) for the sum of:FIVE THOUSAND.
SIX.HUNDRED AND EIGHTY-FOUR...... DOLLARS ...FORTY-ONE... CENT and to complete the same within the time stated in the document and I/we do hereby agree that any additions to or deductions for the said works shall be paid or allowed for, as the case may be at the rates or prices mentioned in the Schedule of Prices anne hereto, or in the priced Bill of Quantities, whichever applies, if not in the Schedule or priced Bill of Quantities, at a price

if not in the Schedule or rived Bill of Quantiles, at a price be agreed upon at the time wand added to obr deducted from the above sum, as the case way be: and I/we hereby undertake that I/we shall as required by othe Tender Documents execute the form

instrument of agreement and methan two copies thereof to the Principal and lodge with the Principal a security and I/we encl herewith my/our preliminary deposit in the sum of:-

and I (or we) agree that such sum shall be absolutely forfeited I (or we) at any time within sixty days after the said Tender i opened, withdraw same; or if, in the event of this Tender bein accepted, I (or we) fail to complete the above-mentioned Contra Document within fourteen days thereafter; and further that thi Tender is made subject to the Conditions of Tendering by which (or we) agree to be bound.

DATED THIS	Ten and on behalpay of April 1
SIGNATURE OF PARTY OR FIRM TENDERING .	JAMES HARDIE & COY, PTY, LIMITED  (J. K. Duncan, Pipe Sales Manager)
ADDRESS .	- 1. V. BOX 188, Hamilton-Gentral, Old. 4007
WITNESS .	purletch
IF A FIRM, THE NAMES	OF
THE INDIVIDUAL MEMBER	RS OF
THE FIRM TO BE STATE	O HERE

WH

# HERVEY BAY TOWN COUNCIL.

# CONTRACT

DENMAN CAMP ROAD TO ROBERT STREET WATERMAIN W-88 SUPPLY AND DELIVERY OF A.C. PIPES, CAST IRON

FITTINGS AND VALVES

(Lump Sum Contract)

# SCHEDULE OF PRICES

SCHEDULE B - CAST IRON FITTINGS

<u> </u>	Item	DESCRIPTION	Qty.	Unit	Rate S	Amous \$
		NOTES:  1. Freight and Insurance to be included with each individual item.		7	000	
		2. All fittings to be Class 'C' with light cement mortar lining and coal tar epoxy coating as specified.	7	C)		
f		3. Working pressure 100 m.	ils is Anne	1	erient	Principal
		4. Cast iron fittings to be short type unless specified otherwise.	is Anne	n the Ya	10,	Contractor
		5. Abbreviations:	le led f			
		F1 = Flanged to A.S. B52 Table E	Signed	AW.		
		M'C = Machined end suitable for A.C. Supertite coupling.	eign.			
•	1.	CONNECTORS				
		(a) 300 nominal diameter F1 and M'C 1000 long with central thrust flange	1	No.	367.00	367.0
		(b) 300 nominal diameter F1 and M'C	-			
i "		with 25 tapping fitted with plug	2	No.	176.40	352.8
• • •		(c) 100 nominal diameter F1 and M'C	3	No.	27.47	82.4
	2.	TEES				
. 0	05	(a) 375 M'C x 300 Fl with 25 tapping and fitted with plug	1	No.	509.30	509.3
	-	(b) 300 M'C x 150 F1	1	No.	227.50	227.5
( )		(c) 300 M'C x 100 F1	3	No.	215.50	646.5
					213.30	040.3
·						

The quantities set out in this schedule are for guidance of tenderers only & d	to not form part of the Contract,
DAMES HARDIE & CO. 2TY, LTD. Tenderer's Name.	Office use only
Signature of Tenderer CM Cour	This is ANNEXURE
Time of Completion See LETTO- Weeks/Months. Date # 7 AFR 1000	Signed
Weeksmonths. Date	W. for Conse

## HERVEY BAY TOWN COUNCIL

CONTRACT

DENMAN CAMP ROAD TO ROBERT STREET WATERMAIN
W-88 SUPPLY AND DELIVERY OF A.C. PIPES, CAST IRON

FITTINGS AND VALVES

(Lump Sum Contract)

# SCHEDULE OF PRICES

# SCHEDULE B- CAST IRON FITTINGS

	2011	DULE B- CAST IRON FITTINGS		<u> </u>	Rate	A
	Item	DESCRIPTION	Qty.	Unit .	S	Amount \$
	3.	INVERT SCOUR TEES  (a) 300 M'C with 100 Fl Branch  HYDRANT TEES	2	No.	199.00	398.(
		(a) 300 M'C with 80 Fl branch (to suit hydrant)	7	No.	195.00	1,365.(
Q.	5.	AIR VALVE TEES  (a) 300 M'C with 80 Fl branch (Table E)	2	No.	213.00	426.(
	6.	BENDS M'C and M'C  (a) 300 nominal diameter x 45°  (b) 100 nominal diameter x 22½°	2	No.	216.00 32.50	432.( 65.(
	7.	GIBAULT JOINTS  (a) 375 nominal diameter  (b) 100 nominal diameter	· 2	No.	114.30 18.00	228.€ 36.(
	8.	FLANGE JOINTING MATERIAL  (a) 300 nominal diameter (Table E) (b) 150 nominal diameter (Table E) (c) 100 nominal diameter (Table E) (d) 80 nominal diameter (Table E)	4 2 10 16	No. No. No. No.	30.50 10.00 5.80 3.25	122.( 20.( 58.( 52.(
	9.	HYDRANT RISERS 80 nominal diameter  (a) 150 mm long (b) 300 mm long (c) 450 mm long (d) 600 mm long	2 · 3 1 1	No. No. No.	24.50 31.50 41.00 52.80	49.( 94.5 41.( 52.8
Sole	10.	BLANK FLANGES  (a) 150 nominal diameter  (b) 100 nominal diameter  TOTAL SCHEDULE B	1 2	No. No.	27.00 16.00	27.( 32.(
)		IOIAI, SCHEDULL D				\$ 5,684.

The quantities set out in this schedule are for guidance of tenderers only & do not form part of the Contract,

UAMES HARDIE & CO. PTY, LTD.	Office use only
Tenderer's Name	This is ANNEXURE
Signature of Tenderer Cfl. Guici Time of Completion. MECCETTE Weeks/Months. Date	Signedfor Pri
Time of Completion. MEECENEWeeks/Months. Date	Signed

Jun .

AGREEMENT Made this day of
One Thousand Nine Hundred and EightyBETWEEN JAMES HARDIE AND CO. PTY. LTD.

of MEEANDAH in the State of Queensland (hereinafter and in the documents referred to as "the Contractor") of the one part

AND THE COUNCIL OF THE TOWN OF HERVEY BAY

of Bideford Street, Torquay, in the State of Queensland (hereinafter and in the documents referred to as "The

Council" or the "Principal") of the other part

# WHEREAS

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- of A.C. Pipes and Cast Iron Fittings
  according to the plans and
  specification and under and subject to the General
  and Special Conditions of Contract and the Conditions
  of Tendering annexed hereto.
- 2. The Contractor submitted a tender on the appropriate form dated the 6th April, 1982 and marked Annexure "A" accompanied by Schedule of Rates dated the N/A and marked Annexure "B".
- 3. The Contractor therein offered to complete the various works at the Unit Rates stated in the Schedule of Rates within the time specified.
- 4. The offer was accepted and notice of acceptance was forwarded to the Contractor by the Council by letter



- Annexure "C".
- 5. The Contractor has lodged the required amount as

  Security Deposit so far as the amount shall be
  sufficient for the due and faithful performance of
  this Contract.

## IT IS HEREBY AGREED AND DECLARED

- 1. THAT in pursuance of the said agreement and in consideration of the premises the Contractor hereby covenants with the Council and its assigns that the Contractor shall faithfully execute and complete the several works and provisions in conformity herewith and with the said several annexures hereto within the time stated.
- 2. THAT in consideration of the due execution and completion of the said works and provisions the Council hereby covenants with the Contractor that the Council shall pay to the Contractor such sums as may become payable to the Contractor under the provisions of the Contract at such time and in such manner as provided in the contract.
- 3. THAT the said several annexures hereto shall be deemed to be incorporated herein and taken and read and construed as if same were embodied in and formed part of those presents and the said several annexures hereto and these presents shall together be taken to be the Contract between the parties in respect of the said works

go wh

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year hereinbefore written

SIGNED SEALED AND DELIVERED by the and	on behalf of
abovenamed	(L) RIDHE & COY, DTY, L'ILLITEE  (Number)  (K. Durten, Pipe Sales Manager)
in the presence of - Allen.	N. Deribert, Tipo Garos todassic Ty
	DC.
	0,
THE COMMON SEAL OF THE COUNCIL OF THE	
TOWN OF HERVEY BAY was affixed hereto	
in the presence of the undersigned	
members of the Council on the	
day of	& Eson De-
in the presence of -	
pi <sup>(d)</sup>	MAYOR
de la companya della companya della companya de la companya della	
INC	
	TOWN CLERK

# Council of the Town of Hervey Bay

Council Chambers, Cnr. Bideford and Campbell Streets, Torquay. Q.

FILE LS / 60



ALL COMMUNICATIONS TO BE ADDRESSED TO THE CLERK. POSTAL ADDRESS— BOX 45, TORQUAY, 4657, TELEPHONES—

28 2855 (3 LINES).

10th June, 1982 HUNTER ST

The Manager, James Hardie & Coy. Pty. Ltd., P.O. Box 188, HAMILTON CENTRAL. Q. 4007

Dear Sir,

JRR:CFB

Re: Hervey Bay Water Supply Augmentation
Contract W-90 - Supply & Delivery of A.C. Pipes,
Cast Iron Fittings and Valves
Schedule "A" - Pipes and Couplings

The Council hereby accepts your tender dated 6th April 1982 for Contract W-90 Schedule "A" Pipes and Couplings in the Lump Sum price of \$186,397.49 FAS Hervey Bay.

The Contract price is made up as follows:-

Tender Schedule Price 190,793.39 Reduction Class C pipe 300mm in lieu of Class C/28 4680m @ \$1.80 = 8,424.00 Reduction Class C pipe 250mm in lieu of Class C/28 1040m @ \$1.00 1,040.00 9,464.00 \$181,329.39 Extra Cost Bitumen Dep 300mm pipe 4680m @ 3,978.00 .85¢ = 624.00 250mm pipe 1040m @ .60¢ = 200mm pipe 850m @ .45¢ = 382.50 150mm pipe 230m @ 73.60 .32¢ = 100mm pipe 50m @ .20c = 10.00 5,068.10 \$186,397.48

The Contract time of completion of twelve weeks commences from the date of this letter.

In accordance with Contract conditions, you are required to lodge within fourteen days of the date of this letter, a Security Deposit in the sum of \$9,319.87. On receipt of this Security Deposit your tender deposit will be returned.

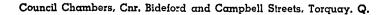
Contract documents are being prepared and will be forwarded to you in due course.

Yours faithfully,

R.F. BECKER, TOWN CLERK. This is Annexure referred to in the Agreement.

Signed for Principal for Contractor

# Council of the Town of Hervey Bay



LS/60



ALL COMMUNICATIONS TO BE ADDRESSED TO THE CLERK.

POSTAL ADDRESS-BOX 45, TORQUAY, 4657. TELEPHONES-

28 2855 (3 LINES). SUB-OFFICE: HUNTER STREET. TELEPHONE 28 1943.

JRR:CFB

10th June, 1982

The Manager, James Hardie & Co. Pty. Limited, P.O. Box 188, HAMILTON CENTRAL. Q. 4007

Dear Sir,

Re: Hervey Bay Water Supply Augmentation Contract W.90 - Supply & Delivery of A.C. Pipes, Cast Iron Fittings and Valves Schedule "B" - Cast Iron Fittings

The Council hereby accepts your tender dated 6th April 1982 for Contract W-90 Schedule "B" - Cast Iron Fittings, in the Lump Sum price of \$17,784.60 F.A.S. Hervey Bay.

The Contract time of completion of twelve weeks commences from the date of this letter.

In accordance with Contract conditions, you are required to lodge within fourteen days of the date of this letter, a Security Deposit in the sum of \$889.23. On receipt of this Security Deposit your tender deposit will be returned.

Contract documents are being prepared and will be forwarded to you in due course.

Yours faithfully,

R.F. BECKER TOWN CLERK

This is Annexure. referred to in the Agreement. Signed. .. for Principal Signed for Contractor



# **James Hardie & Coy Pty Limited**

Registered Office in Queensland:
Randle Road, Meeandah Qld
P.O. Box 188 Hamilton Central Qld 4007
Telex: Harbest AA41031
Cables & Telegrams: 'Fibrolite' Brisbane
Pipe Manufacturing:
Randle Road Meeandah. (07) 260 1522
Building Products Manufacturing:
Breakfast Creek Road Newstead Qld 4006 (07) 52 3141
Cobalt Street Carole Park Qld 4300 (07) 271 2022
Bellevue Avenue Enoggera Qld 4051 (07) 355 7755

6th April, 1982

REF: RC 107482/430H

The Town Clerk, Hervey Bay Town Council, P.O. Box 45, TORQUAY, Q. 4657

Dear Sir,

Re: CONTRACT NO. W-90

SUPPLY AND DELIVERY OF ASBESTOS CEMENT PIPES AND

CAST IRON FITTINGS AND VALVES

We have pleasure in submitting our tender for your consideration.

## A.C. PRESSURE PIPE

The pipe would be manufactured in our works at Meeandah, in Queensland, by the "Mazza" process to conform in general with Australian Standard Specification No. 1711-1975 "Asbestos Cement Pressure Pipes". The Ultimate Circumferential Tensile Strength as per Clause 14.1 of A.S. 1711-1975 will be raised to not less than 28 MPa for the 300 and 250 diameter pipes.

As an alternative to specified Class C/28 pipe, we offer Class C pipe at the following rates F.A.S. Hervey Bay:

300 Class C Pipe @ \$29.95 per metre 250 Class C Pipe @ \$23.50 per metre

We refer to Clause 5 of A.S. 1711-1975 where the ratios of working pressure to burst pressure are stated as follows:

Nom Diameter	<u>BP</u> WP
From 50 to 100 From 125 to 200	4 3 . 5
From 250 to 1000	3.5
120 200 00 1000	



Using the above ratios and the minimum bursting pressures as stated in Appendix G of A.S. 1711-1975, the maximum working pressures of the pipes offered are as listed below:

Pipe Size & Class	Maximum Working Pressure
300 Class C Pipe	1.24 MPa
250 Class C Pipe	1.26 MPa

As can be seen, all the pipes offered have working pressures in excess of the required 100 metres head. The factory test pressure for Class C pipes is 2.7 MPa.

NOTE: All pipe offered is grey not bitumen dipped.

# **VALVES**

The valves are designed to meet the requirements of British Standard Specification No. BS1218.

The valves offered are <u>not</u> coated as per Schedule "C" but are coated as per Clause 17.00 of the "Standard Specification for the Manufacture, Supply, Inspection, Testing, and Delivery of Sluice Valves".

# CAST IRON FITTINGS

Cast iron fittings offered are manufactured generally in accordance with Australian Standard Specification No. 1488-1974 "Cast Grey Iron Fittings for Pressure Pipes".

Reference is made to Clause W-86.170. The Cast Iron fittings offered are <u>not</u> coated as per Schedule "B" but are coated as per Clause 7 of the "Standard Specification for Supply of Pipes, Valves and Specials".

#### PRICES

Prices will be held firm under the following conditions:

- 1. Notification of acceptance is received within 45 days.
- 2. The Principal does not extend the Contract Period.

If these conditions are not met "rise and fall" will apply as set out below.

The tendered unit rates for A.C. products are based on the rates, wages and conditions of employment, and raw material costs ruling at the 8th April, 1982. The rates are subject to variation.

The base unit rate for rise and fall claims will be wholesale price indexes - price index of materials used in buildings other than house buildings - published by the Australian Bureau of Statistics. The formula for rise and fall adjustment will be as follows:

\$40 m

 $(A \div B - 1) \times 100 = Percentage Increase$ 

A = Latest available index for Precast Concrete Products.

B = Index for Precast Concrete Products for the month prior to closing date of tender.

We also reserve the right to claim, as an extra, any increases in rail and/or road freight which occur.

## ROAD FREIGHT

The road freight is calculated at current rates, on the understanding that the pipes and fittings are consigned and unloaded in full truck lots at any one site. Where a consignment of less than a truck load is required then the ex works rate plus actual freight cost will be charged.

# DELIVERY

- 1. PIPES:- On present indications, deliveries can be commenced within 2 weeks, and completed within 8 weeks, on receipt of acceptance.
- 2. FITTINGS AND VALVES:- On present indications, deliveries can be commenced within 3 weeks, and completed within 8 weeks, on receipt of acceptance.

Every effort will be made to carry out the contract in accordance with our offer, but if our ability to do so, or to obtain the necessary labour, materials or articles, or the cost thereof, or of obtaining or importing the same be affected (directly or indirectly and whether by circumstances already existing or otherwise), by war, any law or provision having or purporting to have the effect of law, strikes, lockouts, civil commotion, restraint of government, rise in freight duties or other charges, acts of God, fire, loss at sea, or by any cause beyond our control we shall have the right thereupon to determine the contract without being liable for any antecedent breach due to the above causes, and shall be entitled nevertheless to payment for any works already done or deliveries made thereunder calculated on the basis of the price rates provided by the contract.

# TERMS OF TRADING

Our offer is on the basis of payment in full within thirty days of despatch of each consignment.

# **GENERAL**

The material is tested and passed by Queensland Water Resources Commission Inspectors, as fulfilling the specification.

JW .../4

..../4

The prices quoted are nett F.A.S. Hervey Bay.

We claim Queensland Manufacturer's Preference for the tendered sums, as entitled.

We enclose our bank cheque for \$200.00, as required by the Conditions of Tendering. Please forward receipt of same.

We have endorsed and now forward the tender documents, and trust that you will find them in order.

John Jacob Linder Right to Information Page We thank you for the opportunity to tender and look forward to your further instructions.

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JOB No.	NAME AND ADDRESS OF CONTRACTOR	unes Harder a Coy Phy 20 Box 188 Hamulton Butral Q	PAYMENTS	<b>VOUCHER</b>	1495	1526	1547			į.				,				S		PARTICULARS OF ADDITIONS	Variation in	ed to	into Standard	See attertual		S	PARTICULARS OF DEDUCTIONS			
	NAME AND AD	James Harder & P.C. Box 188 Hamelton Gut		ADVANCE	1ST PAYMENT	2ND	3RD "	4ТН	5TH	6ТН	7TH "	8ТН	нте	нтот	11ТН 0	12 TH		TOTAL			Varial	R Spell	Con Con	gee o		<b>/</b>	PARTI	)		
				DATE	१३-१161	रक्षेत्राद्र								10	=					AUTHORISED				×						
STER					varantee 19-8	21/6/92							AMOUNT									?	7	<u> </u>						
CONTRACT REGISTER	) LOCALITY	(Pipes + Couplings)	ICULARS		AMOUNT OF DEPOSIT GALL EUGENEMARE PASH-87	DATE DEPOSIT LODGED	DATE OF REPAYMENT	TIME STIPULATED	RATE OF FINE PER WEEK	ACCRUED FINES	PENALTIES IMPOSED	IDER	RATE			/	/ V × C /	Q.		20	24		. /							
CO %	DESCRIPTION AND LOCALITY	Schedule A.	CONTRACT PARTICULARS	186297-48		(0/6/82						SCHEDULE OF TENDER	DESCRIPTION	Ò	Š			/	\	1		0	)		\					
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CONTRACT No		Trunk Mauns Goustruction		2	DATE OF TENDER	ACCEPTANCE	AGREEMENT	COMPLETION	COMMENCEMENT	" ACTUAL C	. NUMBER OF WEEKS' OVERTIME		QUANTITIES																	

# HERVEY BAY TOWN COUNCIL TRUME MAINS CONSTRUCTION

BOUNDARY ROAD - ROBERT STREET TO ELIZABETH STREET (300mm)

ELIZABETH STREET - BOUNDARY ROAD TO BOAT HARBOUR DRIVE (300mm)

ELIZABETH STREET - BOAT HARBOUR DRIVE TO DAYMAN STREET (250mm)

MOOLYYER STREET - BLIZABETH STREET TO PULGUL STREET (200mm)

ROBERT STREET - BOUNDARY ROAD TO BOAT HARBOUR DRIVE (300mm)

ROBERT STREET - BOAT HARBOUR DRIVE TO CYPRESS STREET (250mm)

# W-90 - SUPPLY AND DELIVERY OF A.C. PIPES. CAST IRON FITTINGS AND VALVES SUPMARY OF SCHEDULES

# SCHEDULE "A" Pipes and Couplings

# ESTIMATE OF COST

				•		
TEM	DESCRIPTION	Rate	QTY	Recid to date	Rec'd this Stat.	Am
.00	Pipes			4680-5		
	(a) 300mm nominal diameter	30-80	4680	4080-3		144
	(b) 250mm nominal diameter	24-10	1040	1040		351
	(c) 200mm nominal diameter	15-35	850	85र	İ	130
	(d) 150mm nominal diameter	8-80	230	232 .		مد
	(e) 100mm nominal diameter	5-47	50	52		,
•00	Additional Couplings Complete with Rubber Rings and Lubricants				·	
	(a) 300mm nominal diameter	15-31	75	75		11
	(b) 250mm nominal diameter	10-69	36	36		3
	(c) 200mm nominal diameter	8-03	16	16		•
	(d) 150mm nominal diameter	5.77	20	20		
0	(e) 100mm nominal diameter	4-22	16	16		
	MOTES:				# 1	
	1. Freight and Insurance to be included with each individual item.	luded			# · ·	
	2. All pipes shall be supplied con with supertite couplings, rubbe jointing gaskets and lubricant.	plete r.			!	
	3. All pipes to be bitumen disped					
	4. Working pressure 100m.					
	5. Works test pressure 200m.		}			
	090				:	



# James Hardie & Coy Pty Limited

21st June, 1982.

The Town Clerk, Hervey Bay Town Council, P.O. Box 45, TORQUAY.....4657. Building Products Manufacturing:
Breakfast Creek Road Newstead Old 4006 (07) 52 3141
Cobalt Street Carole Park Old 4300 (07) 271 2022
Bellevue Avenue Enoggera Old 4051 (07) 355 7755

HERMIN BAY TO WILL COUNCIL

Dear Sir,

RE: CONTRACT NO. W-90 - SCHEDULE "A"

We thank you for your letter of the 10th June, 1982 advising Council's acceptance of our tender, for the supply and delivery of A.C. pipes, amounting to \$186,397.48.

We forward herewith our Bank Guarantee for \$9,319.87 being the Security deposit as required by the conditions of contract.

Yours faithfully,

JAMES HARDIE & COY. PTY. LIMITED

J.K.DUNCAN,

PIPE SALES MANAGER.

Encl.

# **BANK GUARANTEE**

To:
The Town Clerk, Hervey Bay Twon Council
(hereinafter called 'the Principal')
SECURITY o/a James Hardie & Coy. Pty. Limited
(hereinafter called 'the Customer')
IN CONSIDERATION of the Principal at the request of the Customer and AUSTRALIA AND NEW
ZEALAND BANKING GROUP LIMITED (hereinafter called 'the Bank') agreeing to accept this
Undertaking in connection with a Contract or Agreement entered into between the Principal and the Customer for Contract No. W-90 - Schedule "A" - Supply and delivery of A.C.
pipes
the Bank HEREBY UNDERTAKES unconditionally
to pay to the Principal on demand duly made in writing any sum or sums which may
from time to time be demanded in writing by the Principal to an amount not exceeding
Nine thousand three hundred and nineteen dollars eighty-seven DOLLARS
(\$ 9,319.87 ) in the aggregate.
Payment of the said sum or any parts thereof will be made by the Bank to the Principal without
reference by the Bank to the Customer and notwithstanding any notice to the Bank by the Customer
not to pay to the Principal any moneys hereunder and irrespective of the performance or non-
performance by the Customer or the Principal of the terms of the said Contract or Agreement.
The Rank's liability become decided by the land to the
The Bank's liability hereunder shall not be impaired or discharged by any alterations which may be
made in the terms of the Contract or Agreement or by any extension of time or other forbearance on the part of either the Principal or the Customer to the other.
This undertaking shall continue in force either until notification in writing has been received by the Bank
from the Principal that this undertaking is no longer required by the Principal or until payment to the
Principal by the Bank of the whole of the said sum or the balance thereof remaining after any part payment
or payments axxivitix representation and the control of the contro
whichever shall first occur.
Notwithstanding anything hereinbefore contained the Bank reserves the right to terminate this undertaking
at any time upon payment to the Principal of the said sum or the balance thereof remaining after any part
payment or payments or such lesser amount as the Principal may require.
C. A. C.
Dated at Brisbane this 21st day of June 1982
Signed for and on behalf of Australia & New Zealand Banking Group Limited by an officer duly authorised to execute this guarantee in the presence of:  Australia & New Zealand Banking Group Limited  Clubbook  Manager Hamilton Branch
Manager, Hamilton Branch

words in significant words words words with the significant words

On expiry or when no longer required, please return this document for cancellation to:

トノロ ニール タアス

JOB No.	NAME AND ADDRESS OF CONTRACTOR	James Hardre + Coy Phylody P. Box 188 Harmilton Central a 4007	PAYMENTS	ADVANCE VOUCHER S	12 IST PAYMENT 1495. [0069-70	1526 min	3RD "	4ТН	У нтз	, нтэ	77 нтт	AT8	н.т.б/	10TH	итн о	тгі,			TOTAL		AUTHORISED ADDITIONS S ¢				C	S	PARTICULARS OF DEDUCTIONS	>	
CONTRACT REGISTER  Cont wight School (Cont wight)	DESCRIPTION AND LOCALITY	schodule (B) (ast Iron Fittings	CONTRACT PARTICULARS	17784-60 BATE			DATE OF REPAYMENT	TIME STIPULATED	RATE OF FINE PER WEEK	ACCRUED FINES	PENALTIES IMPOSED	SCHEDULE OF TENDER	DESCRIPTION RATE AMOUNT	/ / / /	/ ×CS		1 11 6	Jru /	1 0 1	1 0/0	LINY YOUNG	70	59	1			)		
CONTRACT No.	30	TRUNK MAIN CONSTRUCTION		\$ C	DATE OF TENDER	" ACCEPTANCE	AGREEMENT	COMPLETION	" COMMENCEMENT	" ACTUAL COMPLETION	NUMBER OF WEEKS OVERTIME	S	QUANTITIES																

HORVEY BAY AGWN COUNCIL

A TRENT MARKS CONSTRUCTION

BOUNDARY ROLD, ROLERT STREET TO BUILDINGTH STREET (300mm) ELICAMETH STREET LEGICIDARY ROAD TO BOAT HARBOUR DRIVE (300mm)

ELECABETH STREET - BOAT MARBOUR DRIVE TO DAYMAN STREET (250mm)

MOOLYYIR STEET - WAZABENH STREET TO FULGUL STREET (200mm) ROBERT STREET - BOAT HARBOUR DRIVE TO CYPRESS STREET (250mm)

# W-90 - SUPPLY AND DELIVERY OF A.C CAST IRON FITTINGS AND VALVES

SUMMARY OF SCHEDULES

ESTIMATE	of	COST

_			<del></del>		lec'd	
	DESCRIPTION	Rate	QTY		rnis late. A	mount.
	Connections of					
	(a) 300 nominal diameter F1 & M*c		_	1		
	1000 long with central thrust flang	367-00	7			. 0
I	(b) 300 nominal diameter F1 & Mtc 1000 (c) 250 nominal diameter F1 & Mtc 1000	10ng		ĺ		
	(d) 150 nominal diameter F1 & M*c 1000	1 104	1			<b>D</b>
		102-00				
I	(i) Tees All M'c ends			4		
1	(a) 300 x 300	345-00	1			
Ì	(b) 300 x 250 (c) 300 x 200	548-00	1			
	(d) 300 x 200 (d) 300 x 150	220-00	O	1		
	(e) 300 x 100	211-50	4	ĺ		
	(f) 250 x 250	204-00	1	•		
	(E) 250 x 150	182-00	2	.		
	(h) 150 x 150	71-00	1			
	(i) 100 x 200 /	140-00	1			
	(j) 100 x 100	47-00	2			•
	(k) 150 x 100		1			
	(a) 300 x 300		•			
	(b) 300 x 200	329-20	2			
	(c) 300 x 200 ·	244-70 231-00	1 2			
	(d) 300 x 100	512-20	1			
	(e) 250 x 300		1			
	(f) 200 x 250	276-00	1			
		140-00	. '			
	Invert Scour Tees					
-	(a) 300 N'c with 150 Fl Branch	207-00	1			
	Wirant Tees					
I	(a) 300 Mtc with 80 Fl Branch to suit Hy	drant	14			
-	(3) 250 11 11 11 11 11 11	123-50	$i_1$			
i	(c) 200 m m m m m m	11870	3			

# Cont w q o schedule "B"

1	DESCRIPTION	Rate.	QTY	Reed	Recd	Amount.
21	Bends N'c to M'c		1	- to be	stotand	PINCOUN I
İ	$\frac{\text{Behus}}{\text{(a)}} 300 \text{mm} = 22\frac{1}{2} \phi$	183-50	6	1		
	(b) $150 \text{mm} \times 22\frac{1}{2} \phi$	46-20	3	r		
	(c) $150 \text{mm} \times 11\frac{1}{4} \text{p}$	46-20	3			
	(d) 300mm x 45 \$	216-00	1			
	Reducers 250					75)
	(a) 300mm x 250mm M'c to M'c	156-20	1			
	(b) 300mm x 150mm Mic to Mic	140-00	1 7		V	
	Crosses	•		4		
	(a) 300 x 300 All M'c ends	509-00	1	0		
	Gibault Joints		×	O.		
	(a) 300mm nominal diameter	84-00	6			
	(b) 250mm nominal diameter	55-00	6			
	(c) 200mm nominal diameter	39-20	6			
	(d) 150mm nominal diameter	26-09	6			
	(e) 100mm nominal diameter	17-60	6			
	Flange Jointing Material	•				
	(a) 300 nominal diameter Table E	30-50	8			
	(b) 150	10-00	2			
	Hydrant Rises					
	(a) 150mm long	24.50	1			
	(b) 300mm long	31-50	2		Ī	
	(c) 450mm long	41-00	5			
	(d) 600mm long	52-60	15	-		
		0.2.				
	Blank Flanges	60 -				
	(a) 300mm nominal diameter	63-00	1			
	(b) 250mm nominal diameter	47-50	2			
	(c) 150mm nominal diameter	27-00	2	4		
	TOTAL SCIEDULE "B"		]	-		



# **James Hardie & Coy Pty Limited**

21st June, 1982.

The Town Clerk, Hervey Bay Town Council, P.O. Box 45, TORQUAY.....4657.

Dear Sir,

RE: CONTRACT NO. W-90 - SCHEDULE "B"

We thank you for your letter of the 10th June, 1982 advising Council's acceptance of our tender, for the supply and delivery of cast iron fittings amounting to \$17,784.60.

We forward herewith our Bank Guarantee for \$889.23 being the Security deposit as required by the conditions of contract.

Yours faithfully, JAMES HARDIE & COY. PTY. LIMITED HERMEN CAN TO THE ORIGINA TO

Registered Office in Queensland:
Randle Road, Meeandah Qld
P.O. Box 188 Hamilton Central Qld 4007
Telex: Harbest AA41031
Cables & Telegrams: 'Fibrolite' Brisbane
Pipe Manufacturing:
Randle Road Meeandah. (07) 260 1522
Building Products Manufacturing:
Breakfast Creek Road Newstead Qld 4006 (07) 52 3141
Cobalt Street Carole Park Qld 4300 (07) 271 2022
Bellevue Avenue Enoggera Qld 4051 (07) 355 7755

Registered Office in Queensland:

J.K.DUNCAN,

PIPE SALES MANAGER.

Encl.

# **BANK GUARANTEE**

To:
The Town Clerk, Hervey Bay Town Council
(hereinafter called 'the Principal')  SECURITY o/a James Hardie & Coy. Pty. Limited  (hereinafter called 'the Customer')
IN CONSIDERATION of the Principal at the request of the Customer and AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED (hereinafter called 'the Bank') agreeing to accept this Undertaking in connection with a Contract or Agreement entered into between the Principal and the Customer for Contract No. W-90 - Schedule "B" - Supply and delivery of cast iron fittings
the Bank HEREBY UNDERTAKES unconditionally
to pay to the Principal on demand duly made in writing any sum or sums which may from time to time be demanded in writing by the Principal to an amount not exceeding
Eight hundred and eighty nine dollars and twenty-three cents DOLLARS
(\$ 889.23 ) in the aggregate.
Payment of the said sum or any parts thereof will be made by the Bank to the Principal without
reference by the Bank to the Customer and notwithstanding any notice to the Bank by the Customer
not to pay to the Principal any moneys hereunder and irrespective of the performance or non-
performance by the Customer or the Principal of the terms of the said Contract or Agreement.
The Books linkillar hammed a shall not be imposed as the last of t
The Bank's liability hereunder shall not be impaired or discharged by any alterations which may be
made in the terms of the Contract or Agreement or by any extension of time or other forbearance on the part of either the Principal or the Customer to the other.
on the part of either the Timespar of the Customer to the other.
This undertaking shall continue in force either until notification in writing has been received by the Bank
from the Principal that this undertaking is no longer required by the Principal or until payment to the
Principal by the Bank of the whole of the said sum or the balance thereof remaining after any part payment
or payments occupied the contraction of the contrac
whichever shall first occur.
Notwithstanding anything hereinbefore contained the Bank reserves the right to terminate this undertaking
at any time upon payment to the Principal of the said sum or the balance thereof remaining after any part
payment or payments or such lesser amount as the Principal may require.
Dated at Brisbane this 21st day of June 1982
Signed for and on behalf of Australia & New Zealand Banking Group Limited by an officer duly authorised to execute this guarantee in the presence of:  Australia & New Zealand Banking Group Limited  Culturelle  Manager, Hamilton Branch

e words in ancs if not pplicable

On expiry or when no longer required, please return this document for cancellation to:

The Manager, AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED.

1172—11778

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8	Look & p		v .	94000 75										BOOK	13.61 -2 - 6	J. say			٥			655			Turking		1	23
NAME AND ADDRESS OF CONTRACTOR	James Hardie + Cay Ay istd.	PAYMENTS	VOUCHER	856)										FOREMAN'S REQUISITION BOOK	6	Potestin		ITEM No.	entioned work:-	150nm.	2.25 mm.	300	375.	-	etheline 5	300m	has Tucken	Signature
JOA CINE AND I	ounes Hardie	۵.	ADVANCE	1ST PAYMENT	2ND "	3RD "	4ТН "	5тн "	6ТН "	7ТН "	нтв	нте	нтог	N'S REQI	CIL	State definitely Job purpose of this requirement	10 les		The following items are required for the abovementioned work;-	215 chn 35 Ac nin 150m	7	,	*		why Poly	AC paper	To be delivered to Dought y poly of layers Lee	
	H° c		DATE	नाग्रक्ष									EMA		neer 'N COUN	purpose			are requi	5		*	,	de 50.	1	mc 100	Supp.	e items.
	\$6		- EXPIR	Aceyt 37965								AMOUNT		FOR	To Storekeeper, Engineer HERVEY BAY TOWN COUNCIL	definitely Job		ORDER No 8052	ollowing items a	1/5 k cle	" " " " " " " " " " " " " " " " " " " "	, ,	14	1861		2026 ch	delivered to	RECEIVED the above items.
	pipor, fittings, volves for sewers, house	ICULARS		AMOUNT OF DEPOSIT	DATE DEPOSIT LODGED	DATE OF REPAYMENT	TIME STIPULATED	RATE OF FINE PER WEEK	ACCRUED FINES	PENALTIES IMPOSED	TENDER	RATE			To S HI	Stat		ORD	The				344	57		26	To b	REC
DESCRIPTION AND LOCALITY	tings, volve	CONTRACT PARTICULARS	39-95×800	26-9-83.	26-10-83						SCHEDULE OF TEN	DESCRIPTION		X			1	1	\	1	N. S. S. S. S. S. S. S. S. S. S. S. S. S.	20	1/4	0	1	/		
	Supply a delivery of pipor, fitting councidions + rising mains		±±		E		z	1EN T	MPLETION	VERTIME	SCF	2										\	/	) /	1			
CONTRACT NO				DATE OF TENDER	" ACCEPTANCE	" AGREEMENT	COMPLETION	COMMENCEMENT	" ACTUAL COMPLETION	NUMBER OF WEEKS: OVERTIME		QUANTITIES																7
	1	,	?																									

# HERVEY BAY TOWN COUNCIL

# PULGUL CREEK SEWERAGE SCHEME

(10-47).

Supply and Delivery of pipes, fittings, and valves, for sewers, house connections and rising mains.

# CONTRACT NO S-33A

0

Item	Description	Qty	Unit	Rate	Amount
Samuel Control of Street Control	Notes				Combinghouses newspars
	1. Freight and insurance to be included with each individual item.	State	quart gi	ven Schol	dules a Cop
	2. All pipes shall be supplied complete with supertite couplings, rubber jointing gaskets and lubricants.	logfle		24/21	oversuppl
	3. No external or internal coating.				4
	Pipes			0	
1.00	(a) 100mm nominal diameter V.C. Class Y	55	М	4.95	272.2
	(b)(i) 150mm nominal diameter V.C. Class Y	2158	м	No Quote	
2160M	(ii)Alternative for A.C. Class 35	2158	М	5.80	12,516.4
	(iii) Alternative for concrete Class CY	2158	M	No Quote	
	(c)(i) 225mm nominal diameter V.C. Class Y	173	M	No Quote	
176m		173	м	12.70	2, 197.10
	(iii)alternative for concrete Class Y	173	M	No Quote	
8M.	(d)(i) 300mm nominal diameter A.C. Class 35	-6_	М	19.50	117.00
	(ii)Alternative for concrete Class Y	6	M	No Quote	,
complate	(e)(i) 375mm nominal diameter A.C. Class 35	344	14	28.25	9,718.00
C8	(ii)Alternative for concret	) oha	21	te Duote	
57	(f)(i) 525mm nominal diameter A.C. Class 50	1981	M	52.50	104,002.50
(tobas)	(ii)Alternative for concrete Class Y	1931	И	No Quate	
1601-35M	(c) 300mm nominal diameter A.C. Glass C	2026	11	33.28	67,425.28
					196,248.53

	1				Rate	Amount
	2.00	Supply and delivery	- 1-00 LW. SUD VINDO TO BE	L L L L L L L L L L L L L L L L L L L	THE RESERVE OF THE PROPERTY OF	W. Carlotter Street
	1.000	polyethylene tube for around				
1.4		pipes and fittings				
	22.40 M	(a) 150mm p	2158	M	0.63	1,359.5
omplew	214M	(b) 225mm \$	170	M	0.93	158.1
		(c) 300mm p	6	M	1.15	6.9
		(d) 375mm /	341.	M	1.15	392.1
		(e) 525mm \$	1981	M	1.48	2,931.8
	3.00	Additional couplings				
		Complete with rubber rings and jointing fluid	:		200	
		(a) 150 mm \$ Class 35	rate	only	5.80	
		(b) 225 mm & Class 35.		"	9.30	
		(c) 300 mm & Class 35	,,	0. 0	11.70	
		(d) 375 mmp Class 35		. "	18.90	
		(0) 525 mm 6 Class 50	"	0	27.80	
	4.00	Cast iron fittings with cement mortar internal lining and coal tar epoxy external coating.	CON	•		
		All bends and tees machined ond suitable for A.C. supertite couplings. 200 mm p.				
		(a) bends				
		(i) 45°.	t <sub>4</sub>	No	259.25	1,037.00
		(ii) 22½	8	No	225.25	1,802.00
		(111)1110	13	No	225.25	2,928.25
		(b) Scour tees with 150mm p flanged off take	6	No	250.80	1,504.80
		(c) 300mm nominal diameter		1		
		tapping bands drilled to suit 25mm & ferrule	3	No	42.50	127.50
		Simp residue	,	140	1	127.50
	. 6	Total Schedule				208,496.6



# James Hardie & Coy Pty Limited

26th September, 1983.

Registered Office in Quaensland:
Randle Road, Meeandah Old
P.O. Box 188 Hamilton Central Qld 4007
Telax: Harbest AA41031
Cables & Telegrems: 'Fibrolite' Brisbane
Pipe Manufacturing:
Randis Road Meeandah, (07) 260 1522
Building Products Manufacturing:
Break'est Creek Road Newstead Qld 4006 (07) 52 3141
Cobalt Street Carole Park Qid 4300 (07) 271 2022
Bellevue Avenue Enoggera Qld 4051 (07) 355 7755
"{INC. IN N.S.W.}

REF: JU 278983/430H.

The Town Clerk, Hervey Bay Town Council, Council Office, TORQUAY. 4657.

Dear Sir,

# RE: CONTRACT NO. S-33A - PULGUL CREEK SEWERAGE SCHEME

We have pleasure in submitting our tender for your consideration, in accordance with the specification and schedules, for the supply and delivery of pipes, fittings and valves.

#### A.C. PRESSURE PIPE

The pipe would be manufactured in our works at Meeandah, in Queensland, by the "Mazza" process, to conform with Australian Standard Specification No. 1711-1975 "Asbestos Cement Pressure Pipes".

#### A.C. SEWER PIPE

The pipe would be manufactured in our works at Meeandah, in Queensland, by the "Mazza" process, to conform with Australian Standard Specification No. 1712-1976 "Ashestos Cement Sewer Pipes, Joints and Fittings".

We believe there are savings to be made by the Council if 525mm Class 35 A.C. pipe is substituted for the 525mm Class 50 A.C. pipe, in sections of the sewer line where the maximum cover to the top of the pipe does not exceed the following figures:—

	Maximum Trench Width							
Dia & Class	850mm	1000mm						
525mm Class 35	4.5m	3. Om						
525mm Class 50	11.0m	5.5m						

TABLE SHOWING MAXIMUM COVER TO TOP OF PIPE

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#### A.C. SEWER PIPE (cont)

The cover has been calculated on the basis of Type B bedding with a load factor of 1.9, a factor of safety of 1.5, and the soil type is saturated clay with a density of  $19.60~{\rm KH/m}^3$ .

The maximum cover to the top of the pipe can be increased for other soil types and improved bedding conditions.

We offer 525mm Class 35 A.C. sewer pipe at \$46.60 per metre nett F.O.S. Hervey Bay.

#### CAST IRON FITTINGS

Cast iron fittings offered are manufactured generally in accordance with Australian Standard Specification No. 1488-1974 "Cast Grey Iron Fittings for Pressure Pipes".

#### PRICES

The tendered unit rates will be held firm for the offered delivery period, for acceptance received by the 21st of November, 1983. For acceptance received after that date, or if the Principal extends the contract period, the tendered unit rates may be subject to variation on the following basis.

The tendered unit rates for A.C. products are based on the rates, wages and conditions of employment, and raw material costs ruling at the 26th of September, 1983.

The base unit rate for rise and fall claims will be wholesale price indexes - price index of materials used in buildings other than house buildings - published by the Australian Bureau of Statistics. The formula for rise and fall adjustment will be as follows:-

- $(\frac{A}{B} 1) \times 100 = Percentage Increase$ 
  - A = Latest available index for Precast Concrete Products
  - B = Index for Precast Concrete Products for the month prior to closing date of tender

#### DELIVERY

On present indications, deliveries can be commenced within 2 weeks and completed within 6 weeks, on receipt of acceptance.

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#### DELIVERY (cont)

Every effort will be made to carry out the contract in accordance with our offer, but if our ability to do so, or to obtain the necessary labour, materials or articles, or the cost thereof, or of obtaining or importing the same be affected (directly or indirectly and whether by circumstances already existing or otherwise), by war, any law or provision having or purporting to have the effect of law, strikes, lockouts, civil commotion, restraint of governments, rise in freight duties or other charges, acts of God, fire, lors at sea, or by any cause beyond our control, we shall have the right thereupon to determine the contract without being liable for any antecendent breach due to the above causes, and shall be entitled nevertheless to payment for any works already done or deliveries made thereunder calculated on the basis of the price rates provided by the contract.

#### TERMS OF TRADING

Our offer is on the basis of payment in full within thirty days of despatch of each consignment.

#### GENERAL

The material is tested and passed by Department of Local Government inspectors, as fulfilling the specification.

The prices quoted are nett F.O.S. Hervey Bay and do not include sales tax.

We claim Queensland Manufacturer's Preference for the tendered sum.

We enclose our bank cheque for \$200.00 being the figure required by the Conditions of Tendering. Please forward receipt of same.

We have endorsed and now forward the tender documents and trust that you will find them in order.

We thank you for the opportunity to tender and look forward to your further instructions.

Yours faithfully, JAMES HARDIE & COY. PTY. LIMITED

Encl.

M. T. LOCKWOOD, J PIPE SALES MANAGER.

# FORM OF TENDER

# LUMP SUM CONTRACT

# CONTRACT NO. S-33A

I/We, the undersigned, do hereby tender to provide the materials and perform the various works required for: Contract No. S-33A Pulgul Creek Sewerage Scheme

agreeably to the Specification, which has been inspected by me (or us) for the sum of:-Two hundred and eight thousand four .... DOLLARS sixty five CENTS and ninety six and to complete the same within the time stated in the documents and I/we do hereby agree that any additions to or deductions from the said works shall be paid or allowed for, as the case may be, at the rates or prices mentioned in the Schedule of Pricos annexed hereto, or in the priced Bill of Quantities, whichever applies, or if not in the : Schedule or priced Bill of Quantities, at a price to be agreed upon at the time, and added to or deducted from the above sum, as the case may be; and I/we hereby undertake that I/we shall as required by the Tender Documents execute the formal instrument of agreement and return two copies thereof to the Principal and lodge with the Principal a security and I/we enclose herewith my/our preliminary deposit in the sum of:-\$ 200.00 if I (or we) at any time within sixty days after the said

and I (or we) agree that such sum shall be absolutely forfer if I (or we) at any time within sixty days after the said Tender is opened, withdraw same: or if, in the event of this Tender being accepted, I (or we) fail to complete the abovementioned Contract Document within fourteen days thereafter; and further that this Tender is madesubject to the Condition of Tendering by which I (or we) agree to be bound.

SIGNATURE OF PARTY	Saliza III	

OR FIRM TENDERING ADDRESS

P.O. Box 188. Hamilton Central. 4007.

WITNESS

THE INDIVIDUAL MEMBERS OF

THE FIRM TO BE STATED HERE " " " "

#### CONDITIONS OF TENDERING

\_\_cable where Principal is a Local Authority. or vernment or Semi-Government Body in Queensland)

Contract 3

Tenders s 21 close at 11 a.m. on

at the Put to Office of the Principal at COUNCIL OFFICE.

(P.O.Box 45 TORQUAY @ 4657)

1. Full Principal at Council OFFICE.

1. Pull Principal at Council OFFICE.

Ter Documents, may be inspected and/or obtained at the fice of Gutteridge, Haskins & Davey Fty. Ltd., Consting Engineers Planners Surveyors, 87 Wickham Terrana, BRISBANE.

Intering Tenderers will be supplied with a copy of ender Documents on payment of such sum as may the be specified in the advertisement calling Tenders. The sount charged will be refunded to the successful Temper and also to bona fide Tenderers who return ander Documents in good order and condition with fourteen (14) days of closing of Tenders. One copy only will be credited in such manner to each Tender, notwithstanding that such Tenderer has pursoned more than one copy.

- Terris must be submitted on the forms provided, each of ch shall be signed by the Tenderer. All 2. inf mation called for on the forms shall be ins god in the respective places provided.
- Every Tender shall set forth the full Christian Names, Sur and address of the Tenderer, and when the 3. Terminal is in the name of a firm the names in full and addresses of each member of the firm; when the Terrisis by a Company the Tender shall set forth the same of the Company and the address of the Regionered Office of the Company.
- Tends the shall submit full information regarding the following with their tender otherwise their tender may wit be considered.
  - If the Tenderer is a Fartnership or a Company, (a) the Partners or Directors shall be named and in each case their personal experience or qualificstions in the type of work being tendered for shall be stated.
  - Metails of similar contracts completed within the last five (5) years shall be set out stating:
    - (a) Principal
    - Description of Contract (b)

    - (d) Value of Contract
      (d) Time of Completion
      (e) Consulting Engineer or other Referee.
  - A schedule of plant, equipment and organisation (c) proposed for this Contract shall be included.
  - The Tender shall state if plant or equipment (0) is owned or to be hired.
  - The Tender shall state the name of the Bankers (0) and the address of the branch.

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- (f) The tender shall state any current or future commitments on large Contracts.
- 5. Every Tender shall be emplosed in a sealed envelope addressed to the Principal and the front of the envelope shall be endorsed with the Contract Number and a brief description of the Contract.
- 6. Tenders may be lodged by post or by a recognised carrier providing a direct delivery service to the Public Office of the Principal but otherwise shall be lodged in the Tender Box at the Public Office of the Principal by being placed therein before the time specified for the closing of Tenders. Any Tender not in the Tender Box before the specified closing time shall not be considered unless there is evidence satisfactory to the Principal that such Tender -
  - (i) Was delivered to the Principal before the specified closing time; or
  - (ii) Was either posted or despatched by a recognised carrier providing a direct delivery service to the Public Office of the Principal in sufficient time to reach the Principal under normal circumstances before the specified closing time but was still in course of delivery by post or by the recognised carrier at the specified closing time.
- 7. No Tender received by telephonic or telegraphic advice will be considered.
- 8. If the Contract to be tendered for is a Schedule of Rates Contract each Tenderer shall state in the Schedule of Rates provided, the rates at which he offers to carry out the various items of work and shall in addition state the total price arrived at by summing the itemised amounts. The sum to be inserted in the Tender shall agree with the total in the Schedule of Rates and shall not be deemed or taken to mean a Lump Sum Contract but is inserted merely to enable the Principal to ascertain which Tender is the lowest. If any error be made in the calculation or summation of the prices the Tenderer shall be bound by the rates stated in the Schedule and the amount stated in the Tender shall be altered by the Principal to conform with the amount shown in the Schedule after correction.
- Contract, each Tenderer shall deposit with his Tender a Schedule of Prices fully priced, moneyed out to agree with the Lump Sum of his Tender and signed by the Tenderer. The Lump Sum shall be the stated Lump Sum of the Tender and shall agree with the correct addition of the itemised amounts. If any Tender shall be accepted and any correction shall be necessary in such Schedule of Prices to arrive at the Lump Sum in manner hereinbefore in this clause provided, the successful Tenderer shall, without any undue delay, make such alterations in and to the Schedule of Prices (and whether in the quantities thereof or in the rates) as the Principal shall consider necessary for such purpose.
- 10. The whole of the works specified will be let as one Contract except as may otherwise be stated in the Specification.

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- 11. Each Tenderer shall show in his Tender the time within which he is prepared to perform the Contract, unless a time for completion of the Contract is specified in the Tender Documents.
- 12. Where the Tender is for the execution of any work, Tenderors are required to visit the site of the work and satisfy themselves of local conditions and facilities. The Principal will not be liable for any claim on the ground of insufficient information.
- 13. The Principal shall not be bound by any verbal advice given or information furnished by any Officer of the Principal in respect of the Contract but shall be bound only by written advice or information furnished by the Principal.
- 15. In consideration of the Principal undertaking to investigate and take into account each Tender and in consideration of the work thereby involved, all moneys deposited by the Tenderer may be forfeited to the Principal, if the Principal so decides, in the event of such Tenderer withdrawing his Tender within 60 days after the closing date of Tenders.
- of the acceptance of his Tender subject to the condition stated in the General Conditions of Contract, and he must thereupon within the time mentioned therein, deposit the amount provided for in the said General Conditions of Contract, and such amount shall be held by the Principal as security for the due and faithful performance and fulfilment of his Tender and the Contract arising out of the acceptance thereof; and the said Tenderer shall within the time provided for in the aforesaid General Conditions of Contract execute sign and deliver to the Principal a deed or agreement for the due and faithful performance and fulfilment of his Tender and the Contract arising out of the acceptance thereof.
- 17. The Principal shall not bebound to accept the lowest or any Tender nor will the Principal be responsible for or pay for expenses or losses which may be incurred by any Tenderer in the preparation of his Tender.
- 18. Attention is drawn to the Special Treasury Loan Conditions. Where these conditions allow the allotment of preference to goods or materials of local manufacture, the Tenderer shall supply such information as may be specified so that all claims for any such preference may be fully considered. If a Tenderer fails to supply such information as is so specified to be supplied, he shall have no claim for any such preference.

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19. Any Tender which does not comply in every respect with the requirements of the Tender Documents may be rejected.

20. Attention is drawn to the Standard Code of Tendering, the provisions of which will be observed in awarding this Contract. A copy of this Code is available for inspection at the office of the Consulting Engineers.

These are the Conditions of Tendering referred to in my Frender.

(Signed)

Tenderer

26th September .....1983

ANG - STATES HARDER AND PTY AT RECEIVED WITH THANKS REC. No. REF. No. CASH HERVEY BAY TOWN COUNCIL CNR BIDEFORD & CAMPBELL STREETS TORQUAY Q. 4657 Payment by Cheque Acceptance of a Cheque and the Issue of a receipt therefore is conditional on collection of the proceeds, and until collection no credit is to be given or implied." OFFICIAL RECEIPT C ---- Ref. 8050 CRO Paleased Index Rights (Roma)