

One Thousand Nine hundred and Sixty Six ~~STAMP DUTY OFFICE BRISBANE QLD~~ *[Signature]* COMMISSIONER

①

BETWEEN JAMES HARDIE AND CO PTY LIMITED

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

AND THE COUNCIL OF THE SHIRE OF HERVEY BAY

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 Schedule 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

STAMP DUTY OFFICE
013170 * 21 SEP 1976

[Handwritten marks]

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)
abovenamed JAMES HARDIE AND CO)
PTY LIMITED in the presence of -)

for and on behalf of
JAMES HARDIE & CO. PTY. LIMITED
B. S. [Signature]
Pipe Sales Manager

[Signature]

THE COMMON SEAL OF THE COUNCIL OF THE)
SHIRE OF HERVEY BAY was affixed hereto)
in the presence of the undersigned)
member of the Council on the)
15th day of *September* 1976)
in the presence of -)

[Signature]

Chairman

[Signature]

Shire Clerk

[Signature]

A Justice of the Peace

[Signature]

FCRC - Released Under Right to Information Act 2009

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

Contract No. W-64 For SUPPLY AND DELIVERY OF ASBESTOS CEMENT
PIPES AND CAST IRON PIPES AND FITTINGS

Tenders shall close at 11 a.m. on _____
at the Public Office of the Principal at MARYBOROUGH

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.

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 the 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. 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 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

FOR AND ON BEHALF OF
JAMES HARDIE & CO. PTY. LIMITED

(Signed)

[Handwritten Signature]

Tenderer
Pipe Sales Manager

15th June 1976

FCRC - Released under Right to Information Act 2009

[Handwritten initials]

FORM OF TENDER 3/74
SCHEDULE OF RATES CONTRACT

CONTRACT NO. W-64

BURRUM SHIRE COUNCIL
HERVEY BAY WATER SUPPLY AUGMENTATION
SUPPLY TO TAKURA

This is ANNEXURE
referred to in the Agreement
Signed *J. Hardie* for Principa
Signed *B. Supplee* for Contracto
Pipe Sales Manager

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 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 \$.....560882.39.....

..... 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.

Dated this..... FIFTEENTH..... Day of..... JUNE..... 19 76

SIGNATURE OF PARTY JAMES HARDIE & CO. PTY. LIMITED
OR FIRM TENDERING.....

ADDRESS.....

WITNESS..... Pipe Sales Manager
P.O. Box 488, Hamilton Central, Oid. 4007.....

IF A FIRM THE NAMES OF THE
INDIVIDUAL MEMBERS OF THE
FIRM TO BE STATED HERE.

HERVEY BAY WATER SUPPLY AUGMENTATION

CONTRACT W-64

SUPPLY TO TAKURA

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

SCHEDULE OF RATES

(Schedule of Rates Contract)

SCHEDULE A: ASBESTOS CEMENT PIPES.

Item	DESCRIPTION	Qty	Unit	Rate \$	Amount \$
	NOTES: (i) Freight and Insurance to be included with each individual item. (ii) All pipes shall be supplied complete with Supertite Couplings, rubber jointing gaskets and lubricant. (iii) No internal or external coating. (iv) Working Pressure 1.65 MPa (v) Works Test Pressure 3.3 MPa				
1.	PIPES. 450 mm nominal diameter	4900	lin.m	31.60	470840.00
2.	ADDITIONAL COUPLINGS Complete with rubber rings and jointing fluid 450 mm nominal diameter.	100	No	19.60	1960.00
TOTAL SCHEDULE A.					472800.00

For and on behalf of
JAMES HARDIE & CO. PTY. LIMITED

Tenderer's Name.....

Signature of Tenderer.....
Pipe Sales Manager

Time of Completion...refer...Weeks/Months. Date 15th June, 1976
letter

Office use only

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

Signed.....for Princip

Signed.....for Contracto

JAMES HARDIE & COY. PTY. LIMITED

(INC. IN N.S.W.)

"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

CJB: SJ

15th June, 1976.

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

This is ANNEXURE
referred to in the Agreement
Signed *B. J. [Signature]* for Principal
Signed *B. J. [Signature]* for Contractor

B. J. [Signature]
Pipe Sales Manager

Dear Sir,

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 W64/121-135 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 lots 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.

shall be entitled nevertheless to payments for any work already done or delivered 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 W-64.030 of the Conditions of Contract.

The tendered unit rates are based on the rates, wages and conditions of employment and raw materials cost ruling at the 20th August 1976. The rates are subject to 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 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 converted to 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 which 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 you will find them in order.

Ali

Council of the Shire of Hervey Bay

Council Chambers, Kent St., Maryborough, Qld.

FILE LS/ 37

ALL COMMUNICATIONS
TO BE ADDRESSED
TO THE SHIRE CLERK

POSTAL ADDRESS:
BOX 101,
MARYBOROUGH, 4680.
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. Q. 4007

This is ANNEXURE
referred to in the Agreement
Signed *J. Hardie* Princip
Signed *B. Super* for Contract
..... Pipe Sales Manager

Dear Sir,

' 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 to be 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
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

BURRUM SHIRE COUNCIL

Signed

..... *J. Ballin* Chairman

..... *[Signature]* Shire Clerk

..... Consulting Engineer

Date

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

4-88
JUN-27-77 184696 • • • A S/DLST 850***4.01

2
AGREEMENT Made this Fifteenth day of March

One Thousand Nine Hundred and Seventy-Seven

BETWEEN JAMES HARDIE AND CO. PTY. LTD.

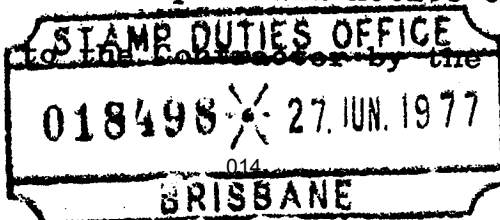
of P.O.Box 188, Hamilton Centralⁱⁿ the State of Queensland
(hereinafter and in the documents referred to as "the
Contractor" of the one part

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 Contract W69 - Schedule A
Supply and Delivery of A.C. Pipes
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 the Contractor by the Council by letter



dated the 15th day of March, '77 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 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 abovenamed JAMES HARDIE & CO PTY. LTD. in the presence of -

For and on behalf of
JAMES HARDIE & CO. PTY. LIMITED
C. J. Barton
C. J. BARTON (PIPE SALES MANAGER)

Denis J. Timms

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 -

J. Barrow
Chairman

R. L. ...
Shire Clerk

S. W. ...
A Justice of the Peace

FCRC - Released under Right to Information Act 2009

CONDITIONS OF TENDERING

(9/75)

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

Contract No. W-69 For Supply and Delivery of Asbestos Cement
Pipes,

Tenders shall close at 11 a.m. on -----

at the Public Office of the Principal at -----

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.

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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 the name of the Bankers and

18 CB

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.
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 - (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.

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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)

----- / / 19

FCRC - Released under Right to Information Act 2009

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,
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 \$. 28935.61

..... 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 \$379.00..... 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.

Dated this twenty-fourth day of November, 1976

SIGNATURE OF PARTY
OR FIRM TENDERING..... JAMES HARDIE & CO. PTY. LIMITED

ADDRESS.....
..... Pipe Sales Manager

WITNESS.....
..... D. Box 188, Hamilton Central, Otago

IF A FIRM THE NAMES OF THE
INDIVIDUAL MEMBERS OF THE
FIRM TO BE STATED HERE.

This is Annexure "A"
referred to in the Agreement.
Signed For and on behalf of for Principal
JAMES HARDIE & CO. PTY. LIMITED
Signed [Signature] for Contractor
0213. BARTON (PIPE SALES MANAGER)

[Signature]

SCHEDULE OF RATES

SCHEDULE A: ASBESTOS CEMENT PIPES

Item	DESCRIPTION	Qty.	Unit	Rate \$	Amount \$
	<p><u>NOTES:</u></p> <p>(i) Freight and Insurance to be included with each individual item.</p> <p>(ii) All pipes shall be supplied complete with Supertite Couplings, rubber jointing gaskets and lubricant.</p> <p>(iii) No internal or external coating.</p> <p>(iv) Working pressure 120 metres</p> <p>(v) Works test pressure 240 metres</p>				
1.	<p><u>PIPES</u></p> <p>a) 150 mm nominal diameter</p> <p>b) 100 mm nominal diameter</p>	2890 3070	m m	6.45 3.34	18,640.50 10,253.80
2.	<p><u>ADDITIONAL COUPLINGS</u></p> <p>Complete with rubber rings and jointing fluid</p> <p>a) 150 mm nominal diameter</p> <p>b) 100 mm nominal diameter</p>	35 30	No. No.	3.34 2.25	30.06 11.25
TOTAL SCHEDULE A					\$28,935.61

JAMES HARDIE & CO. PTY. LTD.

Tenderer's Name..... For and on behalf of
JAMES HARDIE & CO. PTY. LIMITED

Signature of Tenderer..... *C. Barton*

Time of Completion..... 4 Weeks/Months. Date..... 24/11/76
Pipe Sales Manager

Office use only

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

Signed For and on behalf of..... for Principal

Signed..... JAMES HARDIE & CO. PTY. LIMITED for Contractor

JAMES HARDIE & COY. PTY. LIMITED

(INC. IN N.S.W.)

"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 variation, 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 tender, and look forward to your further instructions.

Yours faithfully,

for : JAMES HARDIE & COY. PTY. LIMITED



C.J. Barton,
PIPE SALES MANAGER.

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 similar 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,



T.H. FARR,
SHIRE CLERK.

This is Annexure "C" referred to in the Agreement.	
Signed <i>J. Barton</i>	for Principal
For and on behalf of	
Signed <i>C. Barton</i>	for Contractor
JAMES HARDIE & CO. PTY. LIMITED	

C. J. BARTON (PIPE SALES MANAGER)

J. Barton c B.

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

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 internal or external coating (4) Working pressure 92 m (5) Works test pressure 184 m (6) P.Q. Provisional Quantity - final quantities to be determined on site by the Engineer.				
1.	<u>Pipes</u>				
	a) 450 mm nominal diameter	8323	m	42.38	352,728.74
	b) 250 mm nominal diameter	14	m	17.40	243.60
	c) 150 mm nominal diameter	67.5	m	6.92	467.10
	d) 100 mm nominal diameter	7.5	m	3.96	29.70
2.	<u>Additional Couplings</u> Complete with rubber rings and jointing fluid.				
	a) 450 mm nominal diameter	15	No.	25.86	387.90
	b) 300 mm nominal diameter	2	No.	12.85	25.70
	c) 250 mm nominal diameter	1	No.	7.59	7.59
	d) 150 mm nominal diameter	5	No.	4.05	20.25
TOTAL SCHEDULE A					
					\$353,910.58

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
Tenderer's Name..... ~~AMES HARDIE & COY. PTY. LIMITED~~.....
Signature of Tenderer..... *C. Barton*.....
Time of Completion..... *3 Weeks* Weeks/Months. Date *1-12-76*.....

Office use only

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

Signed.....for Principal

Signed.....for Contractor

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 Fl = Flanged (to AS B52 Table "E" unless stated otherwise).				
1.	<u>Sluice Valves</u> All valves for vertical installation				
	a) 375 diameter Mc	2	No	1299.60	2,599.20
	b) 300 diameter Mc	1	No	621.00	621.00
	c) 250 diameter Mc	1	No	516.54	516.54
2.	<u>Air Valves</u>				
	a) 80 mm Single Air Valve (large orifice) with 80 mm dia butterfly isolating valve	4	No	312.40	1,249.60
	b) 80 mm Double Air Valve with isolating valve	5	No.	232.00	1,160.00
3.	<u>Scour Valves</u>				
	150 mm diameter Fl	4	No	144.20	576.80
	TOTAL SCHEDULE C				\$6,723.14

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
Tenderer's Name..... **WINDIE & COY. PTY. LIMITED**
Signature of Tenderer..... *C. Barton*
C. J. BARTON (Pipe Sales Manager)
Time of Completion *Refer to* Weeks/Months. Date *1-12-78*

Office use only
This is ANNEXURE *B* referred to in the Agreement.
Signed..... for Principal
Signed..... for Contractor

HERVEY BAY TOWN COUNCIL
RETICULATION AUGMENTATION

DENMANS CAMP ROAD WATER MAIN

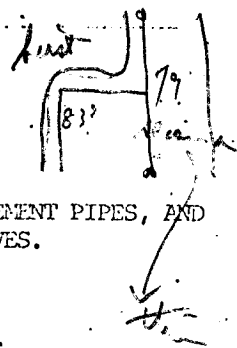
SUPPLY AND DELIVERY OF ASBESTOS CEMENT PIPES, AND
CAST IRON PIPES, FITTINGS AND VALVES.

CONTRACT W-79

(Lump Sum Contract)

SCHEDULE OF PRICES

SCHEDULE A - ASBESTOS CEMENT PIPES



Item	DESCRIPTION	Qty.	Unit	Rate \$	Amount \$
	<u>NOTES</u>				
	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 internal or external coating required.				
	4. Working pressure 100m.				
	5. Works test pressure 200m.				
1.	<u>PIPES (Class D)</u>				
	(a) 300mm nominal diameter	660	m	32.66 29.00	21,555.60 19,140
	(b) 200mm " "	4	m	24.14 15.00	96.56 60
	(c) 100mm " "	15	m	4.77 5.50	71.55 82.5
2.	<u>ADDITIONAL COUPLINGS</u> complete with rubber rings and jointing fluid (Class D)				
	(a) 300mm nominal diameter	10	No.	16.70 15.00	167.00 150
	(b) 200mm " "	2	No.	7.98 7.25	15.96 14.50
	(c) 100mm " "	2	No.	3.88 4.00	7.76 8.00
	<u>TOTAL SCHEDULE A:</u>				\$ 21914.43 ✓

W/7

3. Tenders - Contract W/79 (Part) A.C. Pipes and Fittings - Denman Camp Road Water Main

Ald. Cassey moved - seconded by Ald. Stafford -
"That the tender submitted by James Hardie & Co. in the sum of \$21,914-43 be accepted in accordance with Clause 13 (c) (v) of the Local Bodies - Loan and/or subsidy conditions."

LS/60

19455
UP 12.6%

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

OFFICE USE ONLY

For and on behalf of
Tenderer's Name JAMES HARDIE & COY. PTY. LIMITED
Signature of Tenderer [Signature]
(PRINT NAME OF TENDERER)

This is RECEIVED
referred to in the Agreement.

Signed for []

JAMES HARDIE & COY. PTY. LIMITED

(INC IN N.S.W.)



Hardie's Building Products & Pipeline Systems

RAMBLE ROAD, MEEANDAH, QLD.
 P.O. BOX 188, HAMILTON CENTRAL QLD, 4007
 Telephone: 2601522 Telex: HARBEST 4441031 Telegrams: FIBROLITE BRISBANE

INVOICE No. 136356
 Date 10/11/80

Delivered To

HERVEY BAY TOWN COUNCIL
 P O BOX 45
 TORQUAY

Cust. No. 10275 Your Order No. C3919
 Our Order No. 25163

4657

Delivered To PIALBA

Area Delivered 4 30 Per ROAD TRANSPORT

Product Number	Description of Goods	Items Delivered	Sales Quantity	Price	Per	Amount
5106000	AC PRESSURE PIPE, GREY	44	176.00 METRE	32.66	METRE	5748.16
5106090	AC PRESSURE PIPE, GREY	67	67.00 EACH			0.00
9805040	HARDIE'S JOINT LUBRICANT	4	4.00 EACH			0.00
5106001	AC PRESSURE PIPE, GREY	4	15.40 METRE	32.66	METRE	502.96
5106004	AC PRESSURE PIPE, GREY	1	3.40 METRE	32.66	METRE	111.04
5106009	AC PRESSURE PIPE, GREY	1	3.00 METRE	32.66	METRE	97.98
CONTRACT W79 DENMANS CAMP RD W/MAIN						

HERVEY BAY TOWN COUNCIL

24 NOV 1980

MEMBER	
SECRETARY	
TREASURER	
COUNCILOR	
RATES	
COSTING	
MEETING	
CLERK	
PROV. SECY	
HEALTH	
WATER	
ROADS	

\$ 6460.14

JAMES HARDIE & COY. PTY. LIMITED

(INC IN N.S.W.)

Hardie's Building Products & Pipeline Systems

RANDLE ROAD, MEEANDAH, QLD.
 P.O. BOX 188, HAMILTON CENTRAL QLD, 4007
 Telephone: 2601522 Telex: HARBEST AA41031 Telegrams: FIBROLITE BRISBANE



Date 10/11/80

INVOICE No. 136357

Page 1

To HERVEY BAY TOWN COUNCIL
 P O BOX 45
 TORQUAY

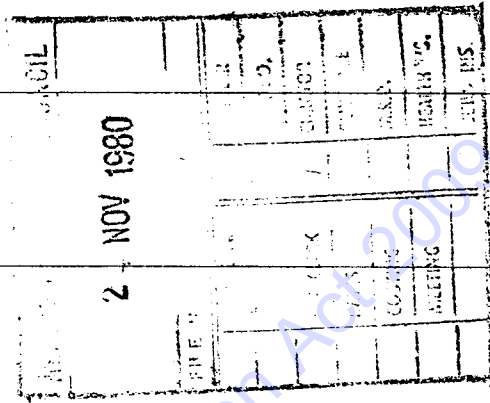
Cust. No. 10275 Your Order No. C3919

Our Order No. 25163

4657

Area Delivered 430 Per ROAD TRANSPORT

Product Number	Description of Goods	Items Delivered	Sales Quantity	Price	Per	Amount
5106000	AC PRESSURE PIPE, GREY	60	240.00 METRE	32.66	METRE	7833.40
5106001	AC PRESSURE PIPE, GREY	4	15.40 METRE	32.66	METRE	502.96
5106003	AC PRESSURE PIPE, GREY	1	3.55 METRE	32.66	METRE	115.94
5106004	AC PRESSURE PIPE, GREY	2	6.80 METRE	32.66	METRE	222.09
5106009	AC PRESSURE PIPE, GREY	1	3.00 METRE	32.66	METRE	97.98
9805040	HARDIE'S JOINT LUBRICANT 1 LITRE	4	4.00 EACH	0.00		0.00
CONTRACT W79 DENMANS CAMP RD W/MAIN						



\$ 8777.37

JAMES HARRIS & COY. PTY. LIMITED

(INC. IN N.S.W.)



Hardie's Building Products & Pipeline Systems

Telephone: 2601522
 RANDLE ROAD, MEEANDAH, QLD.
 P.O. BOX 188, HAMILTON CENTRAL QLD, 4007
 Telex: HARBEST AA41031 Telegrams: FIBROLITE BRISBANE

Date 10/11/80

INVOICE No. 136358

Page 1

Delivered To: PIALBA
 HERVEY BAY TOWN COUNCIL
 P O BOX 45
 TORQUAY
 4657

Cust. No. 10275
 Your Order No. C3919

Our Order No. 25163

Product Number	Description of Goods	Items Delivered	Sales Quantity	Price	Per	Amount
106000	AC PRESSURE PIPE, GREY	48	192.00 METRE	32.66	METRE	6270.72
106090	AC PRESSURE PIPE, GREY	31	31.00 EACH			0.00
036000	AC PRESSURE PIPE, GREY	2	8.00 METRE	24.14	METRE	193.12
036090	AC PRESSURE PIPE, GREY	4	16.00 METRE	4.77	METRE	76.32
036090	AC PRESSURE GREY	10	10.00 EACH	16.70	EACH	167.00
036090	AC PRESSURE GREY	2	2.00 EACH	7.98	EACH	15.96
805040	HARDIE'S JOINT LUBRICANT 1 LITRE	2	2.00 EACH	3.88	EACH	7.76
	CONTRACT W79 DENNANS CAMP RD W/MAIN	5	5.00 EACH			0.00

Area Delivered 430 Per ROAD TRANSPORT

HERVEY BAY TOWN COUNCIL

24 NOV 1980

TELEPHONE
 TELETYPE
 FAX
 MAIL
 TELEVISION
 RADIO
 HEALTH DEPT.
 POLICE
 FIRE
 WATER
 GAS
 ELECTRICITY
 COUNCIL

\$ 6730.88

HERVEY BAY TOWN COUNCIL
RETICULATION AUGMENTATION

DENMANS CAMP ROAD WATER MAIN

CONTRACT W-79 SUPPLY AND DELIVERY OF ASBESTOS CEMENT PIPES

SCHEDULE OF PRICES

(Lump Sum Contract)

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 internal or external coating required.				
	4. Working pressure 100m.				
	5. Works test pressure 200m.				
1.	PIPES (Class D)				
	(a) 300 mm nominal diameter	1000	m	30.21	30,210.00
	(b) 200 mm " "	1260	m	22.33	28,135.80
	(c) 150 mm " "	40	m	8.65	346.00
	(d) 100 mm " "	130	m	4.41	573.30
2.	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
	TOTAL SCHEDULE A:				\$ 59,672.11

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

For and on behalf of

JAMES HARDIE & COY. PTY. LIMITED

Tenderer's Name

Signature of Tenderer *J. K. Duncan, Pipe Sales Manager*

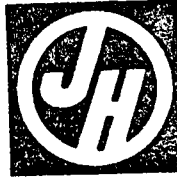
Time of Completion **REFER LETTER** Weeks/Months. Date *27/2/80*

OFFICE USE ONLY

This is ANNEXURE referred to in the Agreement.

Signed for Principal

Signed for Contractor



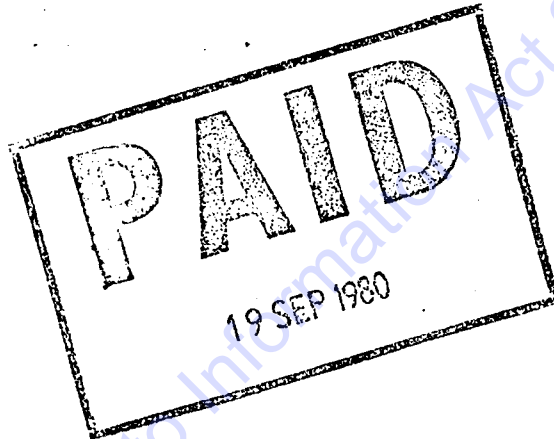
James Hardie & Coy Pty Limited

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
 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,
TORQUAY. 4657



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.

PRESSURE PIPE:

1000.05 metres	300mm Class D	@	30.21m	\$30,211.51
1256.80 "	200mm Class D	@	22.33m	28,064.34
40.00 "	150mm Class D	@	8.65m	346.00
132.00 "	100mm Class D	@	4.41m	582.12

COUPLINGS:

20 only	300mm Class D	@	15.45ea	309.00
7 "	200mm Class D	@	7.38ea	51.66
3 "	150mm Class D	@	4.68ea	14.04
9 "	100mm Class D	@	3.59ea	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,
 for: JAMES HARDIE & COY. PTY. LTD.

R.C. Cairns
 R.C. CAIRNS.
 Credit Manager.

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

Item	DESCRIPTION	Qty.	Unit	Rate \$	Amount \$
	<p><u>NOTES</u></p> <ol style="list-style-type: none"> Freight and Insurance to be included with each individual item. All fittings shall be Class D with heavy cement mortar lining and coal tar epoxy coating as specified. Working pressure 100m. All fittings to have spigot ends suitable for connection with supertite couplings unless stated otherwise. Cast iron fittings to be "long type" unless stated otherwise. Diameters shown in millimetres. Flanged fittings to be to Table E. Abbreviations for end types:- Pl = plain ended to suite gibault joint M'c = machined to suit AC coupling Class D Fl = flanged to Table E All nuts and bolts to be hot dipped galvanised. 				
1.	<u>PIPES AND CONNECTORS</u>				
	(a) ϕ 100Fl & m'c connector	2	No.	31.30	62.60
2.	<u>TEES</u>				
	(a) ϕ 300M'c x 200 M'c	1	No.	227.85	227.85
	(b) ϕ 300M'c x 100 Fl	1	No.	226.59	226.59

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

Tenderer's Name For and on behalf of.....
JAMES HARDIE & COY. PTY. LIMITED
J. K. Duncan
 Signature of Tenderer
 (J. K. Duncan, Pipe Sales Manager)

OFFICE USE ONLY

This is ANNEXURE
referred to in the Agreement.

Time of Completion REFER LETTER Wks/Mths. Date 24/10/80..

Signed for Principal
..... for Contractor.

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

Item	DESCRIPTION	Qty.	Unit	Rate \$	Amount \$
2. contd	<u>TEES</u> (c) ϕ 200M'c x ϕ 200M'c	2	No.	116.88	233.76
3.	<u>BENDS</u> (a) ϕ 200M'c & M'c 90° (b) ϕ 100M'c & M'c 45° (c) ϕ 100M'c & M'c 90°	1 2 1	No. No. No.	109.50 49.67 58.00	109.50 99.34 58.00
4.	<u>TAPERS</u> (a) ϕ 300M'c x ϕ 200M'c	1	No.	148.00	148.00
5.	<u>INVERT SCOUR TEES</u> (a) ϕ 300M'c x ϕ F1	2	No.	214.48	428.96
6.	<u>GIBAULT JOINTS</u> (a) ϕ 300 (b) ϕ 200 (c) ϕ 100	6 10 1	No. No. No.	93.13 55.00 23.03	558.78 550.00 23.03
7.	<u>FLANGE JOINTING MATERIAL AND BOTS & NUTS</u> (a) ϕ 100	4	No.	3.30	13.20
8.	<u>CAST IRON PIPE</u> (a) Mc Mc ϕ 300 1 metre long complete with thrust flange centrally mounted	1	40	235.37	235.37
<u>TOTAL SCHEDULE B:</u>					\$2,974.98

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

For and on behalf of
TENDERER'S NAME JAMES HARDIE & COY. PTY. LIMITED
SIGNATURE OF TENDERER *J. K. Duncan*
(J. K. Duncan, Pipe Sales Manager)

Office Use Only

This is ANNEXURE
referred to in the Agreement.

Signedfor Principal

Signedfor Contractor

REFER LETTER
TIME OF COMPLETIONWks/Mths Date 24/10/80.....

CONTRACT REGISTER

File 15/60

JOB NO.

CONTRACT NO. W-84

DESCRIPTION AND LOCALITY

UKRAWEEN ROAD TO MARTIN STREET WATERMAIN
SUPPLY & DELIVERY OF A.C. PIPES (Schedule A.)

NAME AND ADDRESS OF CONTRACTOR

James Hardie & Co. Pty Ltd.
P.O. Box 188 Hamilton Central O 400

CONTRACT PARTICULARS

Contract Price	\$ 19947.72	AMOUNT OF DEPOSIT	DATE	ADVANCE	VOUCHER	\$	c
DATE OF TENDER	9/3/81	DATE DEPOSIT LODGED	24/1/81	1ST PAYMENT	1077	157541	77
ACCEPTANCE	25-3-81	DATE OF REPAYMENT	31/8/81	2ND "	1100	42211	55
AGREEMENT	6 weeks	TIME STIPULATED	3/8/81	3RD "	1135	199753	82
COMPLETION		RATE OF FINE PER WEEK		4TH "		194	40
COMMENCEMENT		ACCRUED FINES		5TH "		19947.72	72
ACTUAL COMPLETION		PENALTIES IMPOSED		6TH "			
NUMBER OF WEEKS' OVERTIME				7TH "			

SCHEDULE OF TENDER

QUANTITIES	DESCRIPTION	RATE	AMOUNT
TOTAL			\$ 19947.72

WHEN AUTHORISED	PARTICULARS OF ADDITIONS	\$	c
TOTAL		\$	72

PARTICULARS OF DEDUCTIONS

FCRC - Released under Right to Information Act 2009

6

CONTRACT W-84 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 \$
	<u>Notes.</u>				
	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.				
1.	<u>PIPES</u>				
	(a) 375 mm nominal diameter	4620	m	42-95	198429-00
	(b) 150 mm nominal diameter	4	m	8-33	33-30
	(c) 100 mm nominal diameter	100	m	5-14	514-00
2.	<u>ADDITIONAL COUPLINGS</u>				
	Complete with rubber rings and jointing fluid				
	(a) 375 mm nominal dia.	25	No.	27-50	687-50
	(b) 375 mm nominal dia. tapped coupling (25 mm B.S.P.) fitted with plug	4	No.	48-60	194-40
	(c) 150 mm nominal diameter	5	No.	6-50	32-50
	(d) 100 mm nominal diameter	6	No.	4-50	27-00
	(e) 150 mm nominal dia. dead end coupling	1	No.	30-00	30-00
	TOTAL SCHEDULE A				\$ 199947-7

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

Tenderer's Name.....

Signature of Tenderer.....

042

Office use only

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

HERVEY BAY TOWN COUNCIL
 URRAWEEN ROAD TO MARTIN STREET WATERMAIN
 W-84 SUPPLY AND DELIVERY OF A.C. PIPES, CAST IRON
 FITTINGS AND VALVES

CONTRACT

(Lump Sum Contract)

SCHEDULE OF PRICES

SCHEDULE C VALVES

Item	DESCRIPTION	Qty.	Unit	Rate \$	Amount \$
	<u>NOTES</u>				
	1. Freight and insurance included with each individual item.				
	2. Sluice valves to be suitable for a working pressure of 100 metres.				
	3. Diameters shown in millimetres.				
	4. Abbreviations.				
	F1 = flanged to AS B52 Table E.				
	M'C = Machined end suitable for AC Supertite coupling.				
1.	<u>Sluice Valves</u>				
	(a) 300 nom. dia.	4	No.	1043-38	4173-53
	(b) 150 nom. dia.	1	No.	273-13	273-13
	(c) 100 nom. dia.	9	No.	172-94	1556-41
2.	<u>Spring Hydrants</u> - 80 mm dia.	4	No.	38-00	152-00
3.	<u>Air Valves</u>				
	(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
	(c) 25 mm single air valve (small orifice) with isolating valve connected to 80 mm nom. dia. flange Table E	1	No.	90-63	90-63
	TOTAL SCHEDULE C				\$ 7486-24

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

Tenderer's Name.....

Signature of Tenderer.....

Office use only

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

Signed

10-15

CONTRACT REGISTER

CONTRACT No. w 86

JOB No.

DESCRIPTION AND LOCALITY

Schedule "A" Supply & delivery of A.C. Pipes.

NAME AND ADDRESS OF CONTRACTOR

James Hardie & Coy Pty Ltd.
P.O. Box 188 Hamilton Central Otago 4007.

CONTRACT PARTICULARS

DATE OF TENDER	# 115/04-44	AMOUNT OF DEPOSIT	Bank Guarantee \$ 57 55 -22
ACCEPTANCE	31-3-82	DATE DEPOSIT LODGED	23-6-82
AGREEMENT	10-6-82	DATE OF REPAYMENT	
COMPLETION		TIME STIPULATED	
COMMENCEMENT		RATE OF FINE PER WEEK	
ACTUAL COMPLETION		ACCRUED FINES	
NUMBER OF WEEKS OVERTIME		PENALTIES IMPOSED	

SCHEDULE OF TENDER

QUANTITIES	DESCRIPTION	RATE	AMOUNT

PAYMENTS

DATE	ADVANCE	VOUCHER	\$	¢
24-8-82	1ST PAYMENT	1401	\$ 60 08 4	22
	2ND "		45 96 2	40
	3RD "		115 046	62
	4TH "			
	5TH "			
	6TH "			
	7TH "			
	8TH "			
	9TH "			
	10TH "			
	11TH "			
	12TH "			
	TOTAL			

WHEN AUTHORISED

WHEN AUTHORISED	PARTICULARS OF ADDITIONS	\$	¢

PARTICULARS OF DEDUCTIONS

PARTICULARS OF DEDUCTIONS	\$	¢
Small Variation in		

FCPC - Released under Right to Information Act 2009

COMPLETE

7

CONTRACT

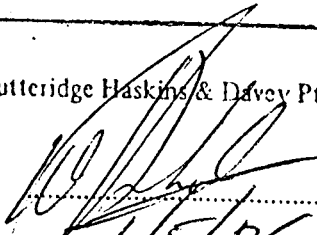
W-86 SUPPLY AND DELIVERY OF A.C. PIPES, CAST IRON FITTINGS AND VALVES

(Lump Sum Contract)

SCHEDULE OF PRICES

SCHEDULE A ASBESTOS CEMENT PIPES

Item	DESCRIPTION	Qty.	Unit	Rate \$	Amount \$
	<u>Notes</u>				
	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 100m.				
	5. Works test pressure 200 m.				
1.	<u>PIPES</u>				
	(a) 375 mm nominal diameter	1040	m	47-65	# 49 556-00
	(b) 300 mm nominal diameter	2108	m	30-80	64 926-40
	(c) 100 mm nominal diameter	28	m	5-47	153-16
2.	<u>ADDITIONAL COUPLINGS</u>				
	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
TOTAL SCHEDULE A					# 115 104-44

Gutteridge Haskins & Davey Pty. Ltd. per

 Date: 1/15/81

Category: _____ Level: _____ Type: _____

Order of Cost:
 046

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.86 - 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		118,089.44	
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
			<u>\$112,215.04</u>
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	2,889.40
			<u>\$115,104.44</u>

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,

P.B.

P.F. BECKER,
CLERK.

James Hardie & Coy Pty Limited

James Hardie Manufacturing (07) 200 1022
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

21st June, 1982.

HERVEY BAY TOWN COUNCIL	
23 JUN 1982	
Ls/60	

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

2677/4247

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 between the Principal and the Customer for Contract No. W-86 - 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 Five thousand seven hundred and fifty-five dollars twenty-two DOLLARS (\$5,755.22) in 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 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 ~~or until the day of~~ ~~whichever shall first occur.~~ 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.

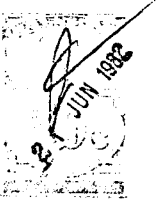
Dated at Brisbane this 21st day of June 1982

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

Alexander
Manager, Hamilton Branch

Words in italics if not applicable



Item	DESCRIPTION	Qty.	Unit	Rate \$	Amount \$
	<u>Notes</u>				
	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 100m.				
	5. Works test pressure 200 m.				
1.	<u>PIPES</u>				
	(a) 375 mm nominal diameter <i>Rec'd 863-95M</i>	1040	m	47-65	#41167
	(b) 300 mm nominal diameter <i>Rec'd 866-20M</i>	2108	m	30-80	27294
	(c) 100 mm nominal diameter <i>COMPLETE</i>	28	m	5-47	153.
2.	<u>ADDITIONAL COUPLINGS</u>				
	Complete with rubber rings and jointing fluid				
	(a) 375 mm nominal diameter <i>COMPLETE</i>	3	No.	27-15	81-6
	(b) 300 mm nominal diameter <i>COMPLETE</i>	23	No.	15-31	352.
	(c) 100 mm nominal diameter <i>COMPLETE</i>	3	No.	4-10	12.
	(d) 100 mm nominal diameter <i>COMPLETE</i> dead end coupling	1	No.	23-00	23.
	TOTAL SCHEDULE A				
					<u># 69 084-</u>

~~PAID~~

VO 1401
24-8-82

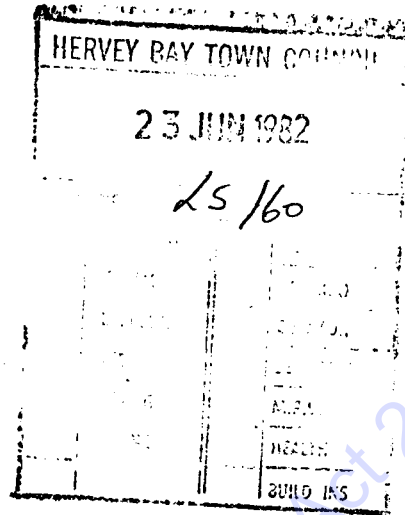
This certificate

DESCRIPTION	Qty.	Unit	REC'D This Statement	Amount \$	REC'D to Date	
Notes						
Freight and Insurance to be included with each individual item.						
All pipes shall be supplied complete with supertite couplings, rubber jointing gaskets and lubricant.						
No external or internal coating.						
Working pressure 100m.						
Works test pressure 200 m.						
PIPES						
a) 375 mm nominal diameter	1040	m	176 M	1039-95 ^M	\$ 8386-40 } C	
b) 300 mm nominal diameter	2108	m	1220 M	21062 ^M		37576-00
c) 100 mm nominal diameter	28	m		28		COMPLETE
ADDITIONAL COUPLINGS						
complete with rubber rings and jointing fluid						
a) 375 mm nominal diameter	3	No.		3	COMPLETE	
b) 300 mm nominal diameter	23	No.		23	COMPLETE	
c) 100 mm nominal diameter	3	No.		3	
d) 100 mm nominal diameter dead end coupling	1	No.		1	
TOTAL SCHEDULE A						

James Hardie & Coy Pty Limited

Hardie Road Weeandoo, (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

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.

FCRC - Released under Right to Information Act 2009

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-88 - 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 Two thousand seven hundred and thirty-two dollars forty-four cents DOLLARS (\$ 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.

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 ~~or until 30 days after the date of the~~ ~~whichever shall first occur.~~ 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.

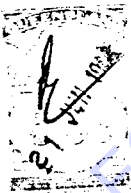
Dated at Brisbane this 21st day of June 19 82

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

Manager, Hamilton Branch

Do not write in italics if not applicable



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

The Manager, AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED, Hamilton

1172-11/78

CONTRACT

(Lump Sum Contract)

SCHEDULE OF PRICES

SCHEDULE A - ASBESTOS CEMENT PIPES

Item	DESCRIPTION	Qty.	Unit	Rate \$	Amount \$
	<p><u>NOTES:</u></p> <p>1. Freight and Insurance to be included with each individual item.</p> <p>2. All pipes shall be supplied complete with supertite couplings, rubber jointing gaskets and lubricant.</p> <p>3. No external or internal coating.</p> <p>4. Working pressure 100 m.</p> <p>5. Works test pressure 200 m.</p>				
1.	<u>PIPES</u>				
	(a) 300 mm nominal diameter <i>Rec 1758^M-3</i>	1760	m	30-80	54208
	(b) 100 mm nominal diameter	20	m	5-47	109-
2.	<u>ADDITIONAL COUPLINGS</u>				
	Complete with rubber rings and jointing fluid				
	(a) 300 mm nominal diameter	20	No.	15-31	306-2
	(b) 100 mm nominal diameter	4	No.	4-22	16-8
	TOTAL SCHEDULE A				<u>\$ 54640-</u>

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

Tenderer's Name.....

Signature of Tenderer.....055.....

Office use only

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

Signed.....for Print

CONTRACT REGISTER

CONTRACT No. W.85 Schedule B. (Cast Iron fittings)

JOB No.

DESCRIPTION AND LOCALITY

Danman Cp Rd. to Rebel St Water Main

NAME AND ADDRESS OF CONTRACTOR

James Hande + Coy. Phy. Ad.

Schedule B. (Cast Iron fittings)

CONTRACT PARTICULARS

5684-44

DATE OF TENDER

" ACCEPTANCE

" AGREEMENT

" COMPLETION

" COMMENCEMENT

" ACTUAL COMPLETION

NUMBER OF WEEKS OVERTIME

AMOUNT OF DEPOSIT

DATE DEPOSIT LODGED

DATE OF REPAYMENT

TIME STIPULATED

RATE OF FINE PER WEEK

ACCRUED FINES

PENALTIES IMPOSED

PAYMENTS

DATE

ADVANCE

VOUCHER

1ST PAYMENT

2ND

3RD

4TH

5TH

6TH

7TH

8TH

9TH

10TH

11TH

12TH

TOTAL

4057

1455

1627

5684

31

10

41

SCHEDULE OF TENDER

QUANTITIES

DESCRIPTION

RATE

AMOUNT

TOTAL AMOUNT

\$

WHEN AUTHORISED

PARTICULARS OF ADDITIONS

\$

PARTICULARS OF DEDUCTIONS

\$

Handwritten signature "W. C. C." is written across the schedule of tender section.

CONTRACT

HERVEY BAY TOWN COUNCIL
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 Hardie + Coy

Item	DESCRIPTION	Qty.	Unit	Rate \$	Amount \$
	<p><u>NOTES:</u></p> <p>1. Freight and Insurance to be included with each individual item.</p> <p>2. All fittings to be Class 'C' with light cement mortar lining and coal tar epoxy coating as specified.</p> <p>3. Working pressure 100 m.</p> <p>4. Cast iron fittings to be short type unless specified otherwise.</p> <p>5. Abbreviations: F1 = Flanged to A.S. B52 Table E M'C = Machined end suitable for A.C. Supertite coupling.</p>				
1.	<u>CONNECTORS</u>				
	(a) 300 nominal diameter F1 and M'C 1000 long with central thrust flange	1	No.	367.00	367.00
	(b) 300 nominal diameter F1 and M'C with 25 tapping fitted with plug	2	No.	176.40	352.80
	(c) 100 nominal diameter F1 and M'C ✓	3	No.	27.47	82.41
2.	<u>TEES</u>				
	(a) 375 M'C x 300 F1 with 25 tapping and fitted with plug	1	No.	509.30	509.30
	(b) 300 M'C x 150 F1 ✓	1	No.	227.50	227.50
	(c) 300 M'C x 100 F1 ✓	3	No.	215.50	646.50

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

Tenderer's Name.....

057

Signature of Tenderer.....

Office use only

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

HERVEY BAY TOWN COUNCIL

DENMAN CAMP ROAD TO ROBERT STREET WATERMAIN

CONTRACT

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.	<u>INVERT SCOUR TEES</u>				
	(a) 300 M'C with 100 Fl Branch	2	No.	199-00	398-00
4.	<u>HYDRANT TEES</u>				
	(a) 300 M'C with 80 Fl branch (to suit hydrant)	7	No.	195-00	1365-00
5.	<u>AIR VALVE TEES</u>				
	(a) 300 M'C with 80 Fl branch (Table E)	2	No.	213-00	426-00
6.	<u>BENDS M'C and M'C</u>				
	(a) 300 nominal diameter x 45°	2	No.	216-00	432-00
	(b) 100 nominal diameter x 22½°	2	No.	32-50	65-00
7.	<u>GIBAULT JOINTS</u>				
	(a) 375 nominal diameter	2	No.	114-30	228-60
	(b) 100 nominal diameter	2	No.	18-00	36-00
8.	<u>FLANGE JOINTING MATERIAL</u>				
	(a) 300 nominal diameter (Table E)	4	No.	30-50	122-00
	(b) 150 nominal diameter (Table E)	2	No.	10-00	20-00
	(c) 100 nominal diameter (Table E)	10	No.	5-80	58-00
	(d) 80 nominal diameter (Table E)	16	No.	3-25	52-00
9.	<u>HYDRANT RISERS 80 nominal diameter</u>				
	(a) 150 mm long	2	No.	24-50	49-00
	(b) 300 mm long	3	No.	31-50	94-50
	(c) 450 mm long	1	No.	41-00	41-00
	(d) 600 mm long	1	No.	52-80	52-80
10.	<u>BLANK FLANGES</u>				
	(a) 150 nominal diameter	1	No.	27-00	27-00
	(b) 100 nominal diameter	2	No.	16-00	32-00
	TOTAL SCHEDULE B				\$ 5684-41

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

Tenderer's Name.....

058

Signature of Tenderer.....

Office use only

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

Signed

for Principal

James Hardie & Coy Pty Limited

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

21st June, 1982.

HERVEY BAY TOWN COUNCIL
23 JUN 1982
LS/60

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

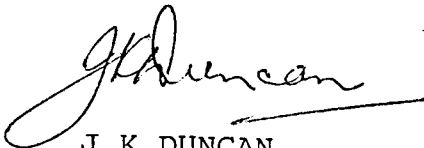
Dear Sir,

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.

FCRC - Released under Right to Information Act 2009

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-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 (\$ 284.22) 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.

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 ~~on such 20/00/00th day of~~ ~~of~~ ~~10/00/00~~ 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

A. Almond
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, HAMILTON

1172-11/78

words in
ita if not
applicable

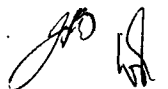


AGREEMENT Made this day of
One Thousand Nine Hundred and Eighty-
BETWEEN JAMES HARDIE AND CO. PTY. LTD.

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.
2. The Contractor submitted a tender on the appropriate
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



dated the 10th June, 1982 and marked
Annexure "C".

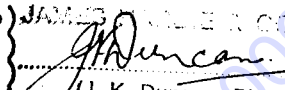

5. The Contractor has lodged the required amount as Security Deposit so far as the amount shall be sufficient for the due and faithful performance of this Contract.

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 hereinbefore written

SIGNED SEALED AND DELIVERED by the ^{For and on behalf of} JAMES DUNCAN & COY. LTD.
abovenamed 
in the presence of -  (J. K. Duncan, Pipe Sales Manager)

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 in the presence of -

MAYOR

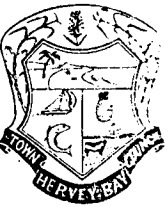
TOWN CLERK

A Justice of the Peace

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. 4687.
TELEPHONES—
28 2858 (3 LINES).

SUB-OFFICE: HUNTER STREET.
TELEPHONE 28 1943.

JRR:CFB

10th June, 1982

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

Dear Sir,

Re: 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.

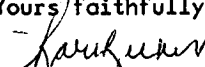
The Contract price is made up as follows:-

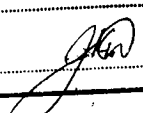
Tender Schedule Price	56,308.48
Reduction Class C pipe 300mm in lieu of Class C/28 1760m @ \$1.80	<u>3,168.00</u>
	\$53,140.48
Extra Cost Bitumen Dep. 300mm 1760m @ 85¢ = 1,496.00 100mm 20m @ 20¢ = <u>4.00</u>	<u>1,500.00</u>
	<u>\$54,640.48</u>

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 \$2,732.24. On receipt of this Security Deposit your tender deposit will be refunded.

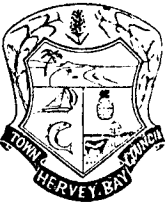
Contract documents are being prepared and will be forwarded to you in due course.

Yours faithfully,

R.F. BECKER,
TOWN CLERK.

This is Annexure <u>2</u> 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. 4697.
TELEPHONES—
26 2855 (3 LINES).
SUB-OFFICE: HUNTER STREET.
TELEPHONE 26 1943.

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

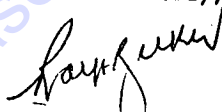
The Council hereby accepts your tender dated 7th April 1982 for Contract W.88 Schedule "B" - Cast Iron Fittings in the Lump Sum of \$5,684.44 FAS Hervey Bay.

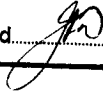
The Contract time of completion of twelve weeks commences from the date of this letter.

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 \$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..... <u>C</u> 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 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:

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

.... /2

.... /2

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:

<u>Pipe Size & Class</u>	<u>Maximum Working Pressure</u>
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 not 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:

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:

.... /3 *JHS*
MB

.... /3

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

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

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

1. 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

.... /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.

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

Yours faithfully,
JAMES HARDIE & COY. PTY. LIMITED.

J.K. Duncan
for J.K. DUNCAN,
PIPE SALES MANAGER.

Encl.

J.K. Duncan

FCRC - Released under Right to Information Act 2009

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:


_____ Mayor

Town Clerk

Town Engineer

DATE:

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



CONDITIONS OF TENDERING

(2/11)

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

Contract No. W-88 . For SUPPLY AND DELIVERY OF ASBESTOS CEMENT
PIPES AND CAST IRON FITTINGS AND VALVES

Tenders shall close at 11 a.m. on _____
at the Public Office of the Principal at Cnr. Campbell & Bideford
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.

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 the 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. 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

JPD
WF

- 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.
For and on behalf of
JAMES HADFIELD & COMPANY LIMITED

(Signed)

J. K. Duncan

(J. K. Duncan, Pipe Sales Manager)
Tenderer

07 APR 1962

19

FCRC - Released under Right to Information Act 2009

J. K.

FORM OF TENDER 9/77

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

LUMP SUM CONTRACT

CONTRACT NO W88

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 VALVES

agreeably to the Specification, which has been inspected by me

(or us) for the sum of:-

FIFTY SIX THOUSAND
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 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 Prices annexed hereto, or in the priced Bill of Quantities, whichever applies, 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.

I/we shall as required in the Tender Documents execute the form of 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.....

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 is opened, withdraw same; or if, in the event of this Tender being accepted, I (or we) fail to complete the above-mentioned Contract Document within fourteen days thereafter; and further that this Tender is made subject to the Conditions of Tendering by which (or we) agree to be bound.

This is Appendix
referred to in the Agreement
Signed.....
Signed.....
Principal
Contractor

DATED THIS 7th DAY OF April 19.....

SIGNATURE OF PARTY OR FIRM TENDERING JAMES HARRIS & COY. LTD

ADDRESS P.O. Box 483, Hamilton, Central, 315-4097

WITNESS
Principal

IF A FIRM, THE NAMES OF THE INDIVIDUAL MEMBERS OF THE FIRM TO BE STATED HERE

FCRC - Released Under the Official Information Act 2000

67

HERVEY BAY TOWN COUNCIL

DENMAN CAMP ROAD TO ROBERT STREET WATERMAIN

CONTRACT

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 \$
	<p><u>NOTES:</u></p> <ol style="list-style-type: none"> Freight and Insurance to be included with each individual item. All pipes shall be supplied complete with supertite couplings, rubber jointing gaskets and lubricant. No external or internal coating. Working pressure 100 m. Works test pressure 200 m. 				
1.	<p><u>PIPES</u></p> <p>(a) 300 mm nominal diameter</p> <p>(b) 100 mm nominal diameter</p>	1760 20	m m	31.75 5.27	55,880.0 105.4
2.	<p><u>ADDITIONAL COUPLINGS</u></p> <p>Complete with rubber rings and jointing fluid</p> <p>(a) 300 mm nominal diameter</p> <p>(b) 100 mm nominal diameter</p>	20 4	No. No.	15.31 4.22	306.2 16.8
TOTAL SCHEDULE A					\$56,308.4

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

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

Tenderer's Name..... **JAMES HARDIE & CO. PTY. LTD.**

Signature of Tenderer..... *[Signature]*

Time of Completion *SEE LETTER* Weeks/Months. Date **07 APR 1989**

Office use only

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

Signed..... for Prin

Signed..... for Contr

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:-

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:-

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 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 Prices annexed hereto, or in the priced Bill of Quantities, whichever applies, if not in the Schedule or priced Bill of Quantities, at a price to be agreed upon at the time of the tender 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 form of 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:-

\$.....

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 is opened, withdraw same; or if, in the event of this Tender being accepted, I (or we) fail to complete the above-mentioned Contract Document within fourteen days thereafter; and further that this Tender is made subject to the Conditions of Tendering by which (or we) agree to be bound.

DATED THIS 7th DAY OF April 19.....

SIGNATURE OF PARTY OR FIRM TENDERING JAMES HARDIE & COY. PTY. LIMITED

ADDRESS (J. K. Duncan, Pipe Sales Manager)
P.O. Box 188, Hamilton Central, Cld. 4007

WITNESS *[Signature]*

IF A FIRM, THE NAMES OF THE INDIVIDUAL MEMBERS OF THE FIRM TO BE STATED HERE

This is a Private Agreement for Principal and Contractor referred to in the Tender Documents
Signed
Signed

FCRC - Released Under Right of Access Act 2009

WBY

HERVEY BAY TOWN COUNCIL
DENMAN CAMP ROAD TO ROBERT STREET WATERMAIN
CONTRACT 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 \$
	<p>NOTES:</p> <p>1. Freight and Insurance to be included with each individual item.</p> <p>2. All fittings to be Class 'C' with light cement mortar lining and coal tar epoxy coating as specified.</p> <p>3. Working pressure 100 m.</p> <p>4. Cast iron fittings to be short type unless specified otherwise.</p> <p>5. Abbreviations: Fl = Flanged to A.S. B52 Table E M'C = Machined end suitable for A.C. Supertite coupling.</p>				
1.	<u>CONNECTORS</u>				
	(a) 300 nominal diameter Fl and M'C 1000 long with central thrust flange	1	No.	367.00	367.0
	(b) 300 nominal diameter Fl and M'C with 25 tapping fitted with plug	2	No.	176.40	352.8
	(c) 100 nominal diameter Fl and M'C	3	No.	27.47	82.4
2.	<u>TEES</u>				
	(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 Fl	1	No.	227.50	227.5
	(c) 300 M'C x 100 Fl	3	No.	215.50	646.5

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

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

<p style="text-align: center;">JAMES HARDIE & CO. PTY. LTD.</p> <p>Tenderer's Name.....</p> <p>Signature of Tenderer..... <i>G.H. Low</i></p> <p>Time of Completion <i>SEE LEFT</i> Weeks/Months. Date <i>07 APR 1988</i></p>	<p>Office use only</p> <p>This is ANNEXURE..... referred to in the Agreement.</p> <p>Signed..... for Prin</p> <p>Signed..... for Contractor</p> <p style="text-align: right;"><i>WSJ</i></p>
---	--

HERVEY BAY TOWN COUNCIL
DENMAN CAMP ROAD TO ROBERT STREET WATERMAIN
CONTRACT 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.	<u>INVERT SCOUR TEES</u> (a) 300 M'C with 100 Fl Branch	2	No.	199.00	398.00
4.	<u>HYDRANT TEES</u> (a) 300 M'C with 80 Fl branch (to suit hydrant)	7	No.	195.00	1,365.00
5.	<u>AIR VALVE TEES</u> (a) 300 M'C with 80 Fl branch (Table E)	2	No.	213.00	426.00
6.	<u>BENDS M'C and M'C</u> (a) 300 nominal diameter x 45° (b) 100 nominal diameter x 22½°	2 2	No. No.	216.00 32.50	432.00 65.00
7.	<u>GIBAULT JOINTS</u> (a) 375 nominal diameter (b) 100 nominal diameter	2 2	No. No.	114.30 18.00	228.60 36.00
8.	<u>FLANGE JOINTING MATERIAL</u> (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	122.00 20.00 58.00 52.00
9.	<u>HYDRANT RISERS 80 nominal diameter</u> (a) 150 mm long (b) 300 mm long (c) 450 mm long (d) 600 mm long	2 3 1 1	No. No. No. No.	24.50 31.50 41.00 52.80	49.00 94.50 41.00 52.80
10.	<u>BLANK FLANGES</u> (a) 150 nominal diameter (b) 100 nominal diameter	1 2	No. No.	27.00 16.00	27.00 32.00
	TOTAL SCHEDULE B				\$ 5,684.00

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.

Tenderer's Name.....

Signature of Tenderer..... *G. J. Lewis*

Time of Completion..... *WEEKS* Weeks/Months. Date *6 7 1988*

Office use only

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

Signed..... for Pri

Signed..... for Cont

J. H. W.

AGREEMENT Made this day of

One Thousand Nine Hundred and Eighty-

BETWEEN 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.
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

FCRC - Released under Right to Information Act 2009

[Handwritten signature]

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 works

J. H. Wolf

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 MURDIE & COY. LTD. LIMITED
abovenamed
in the presence of - *J. K. Duncan* (J. K. Duncan, Pipe Sales Manager)

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
in the presence of -

[Signature]
MAYOR

A Justice of the Peace

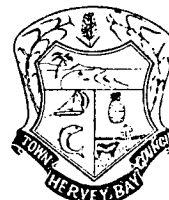
TOWN CLERK

FCRO - Released under Right to Information Act 2009

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 48,
TORQUAY. 4687.
TELEPHONES—
28 2855 (3 LINES).
SUB-OFFICE: HUNTER STREET,
TORQUAY. TELEPHONE 28 1943.

JRR:CFB

10th June, 1982

The Manager,
James Hardie & Coy. Pty. Ltd.,
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 "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
		<u>\$181,329.39</u>
Extra Cost Bitumen Dep 300mm pipe 4680m @ .85c =	3,978.00	
250mm pipe 1040m @ .60c =	624.00	
200mm pipe 850m @ .45c =	382.50	
150mm pipe 230m @ .32c =	73.60	
100mm pipe 50m @ .20c =	10.00	5,068.10
		<u>\$186,397.48</u>

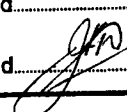
The Contract time of completion of twelve weeks commences from the date of this letter.

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.

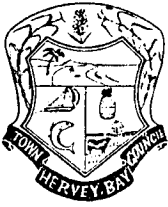
Yours faithfully,


R.F. BECKER,
TOWN CLERK.

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

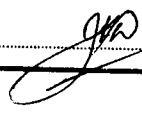
The Contract time of completion of twelve weeks commences from the date of
this letter.

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 <u>C</u>	
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:

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

Handwritten signature and initials, possibly "MS" and "1/2".

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:

<u>Pipe Size & Class</u>	<u>Maximum Working Pressure</u>
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 not 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 not 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:

.... /3

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

- 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.


.... /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.

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

Yours faithfully,
JAMES HARDIE & COY. PTY. LIMITED.


 J.K. DUNCAN,
PIPE SALES MANAGER.

Encl.



CONTRACT REGISTER

CONTRACT No. W-90 Schedule (A)

JOB No. _____

DESCRIPTION AND LOCALITY

Trunk Mains Construction Schedule A. (Pipes & Couplings)

NAME AND ADDRESS OF CONTRACTOR

James Hardie & Coy Pty Ltd
PO Box 158
Hamilton Central O 4007

CONTRACT PARTICULARS

DATE OF TENDER	18/2/48	AMOUNT OF DEPOSIT	15000	DATE	10-11-82	ADVANCE	1495	VOUCHER	1495	\$	6255-70
" ACCEPTANCE		DATE DEPOSIT LODGED	2/11/82	"	15/2/82	"			1526		64830 92
" AGREEMENT		DATE OF REPAYMENT		"	7-1-83	"		1547			8416 10
" COMPLETION		TIME STIPULATED		"		"					139502 72
" COMMENCEMENT		RATE OF FINE PER WEEK		"		"					46969 41
" ACTUAL COMPLETION		ACCRUED FINES		"		"					186472 13
NUMBER OF WEEKS OVERTIME		PENALTIES IMPOSED		"		"					

SCHEDULE OF TENDER

QUANTITIES	DESCRIPTION	RATE	AMOUNT
<p style="font-size: 2em; transform: rotate(-45deg); opacity: 0.5;">COMPLETED</p>			

WHEN AUTHORISED	PARTICULARS OF ADDITIONS	\$	f
	Variation in length of pipes supplied to conform to standard pipe sizes (See attached Schedule)	\$ 74	65
	TOTAL	\$	
	PARTICULARS OF DEDUCTIONS	\$	

(5)

HERVEY BAY TOWN COUNCIL

TRUNK 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)
- MOOLYER STREET - ELIZABETH STREET TO PULGUL STREET (200mm)
- ROBERT STREET - BOUNDARY ROAD TO BOAT HARBOUR DRIVE (300mm)
- ROBERT STREET - BOAT HARBOUR DRIVE TO CYPRESS STREET (250mm)

V-90 - SUPPLY AND DELIVERY OF A.C. PIPES,
CAST IRON FITTINGS AND VALVES

SUMMARY OF SCHEDULES

SCHEDULE "A" Pipes and Couplings

ESTIMATE OF COST

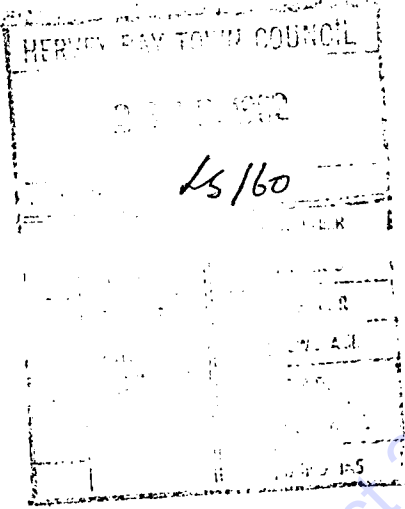
ITEM	DESCRIPTION	Rate	QTY	Rec'd to date	Rec'd this Stat.	Am
1.00	<u>Pipes</u>					
	(a) 300mm nominal diameter	30-80	4680	4680 4680-5		144
	(b) 250mm nominal diameter	24-10	1040	1040		251
	(c) 200mm nominal diameter	15-35	850	852		130
	(d) 150mm nominal diameter	8-80	230	232		20
	(e) 100mm nominal diameter	5-47	50	52		2
2.00	<u>Additional Couplings</u> <u>Complete with Rubber Rings and</u> <u>Lubricants</u>					
	(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		1
	(d) 150mm nominal diameter	5-77	20	20		
	(e) 100mm nominal diameter	4-22	16	16		
	<u>NOTES:</u>					
	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. All pipes to be bitumen dipped					
	4. Working pressure 100m.					
	5. Works test pressure 200m.					

\$ 1864

James Hardie & Coy Pty Limited

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

21st June, 1982.



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

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.

FCRC - Released under Right to Information Act 2009

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. 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 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 ~~or until the expiration of the term of the said contract or agreement or until the expiration of the term of the said contract or agreement or until the expiration of the term of the said contract or agreement~~ 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:

[Handwritten signature]

Australia & New Zealand Banking Group Limited

[Handwritten signature: Alexander] 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

CONTRACT REGISTER

CONTRACT No. Cont w. 90 Schedule (B) JOB No. 10007

NAME AND ADDRESS OF CONTRACTOR

James Harvie & Coy Pty Ltd
PO. Box 188
Hamilton Central O 10007

DESCRIPTION AND LOCALITY

TRUNK MAIN CONSTRUCTION schedule (B) Cast Iron Fittings

CONTRACT PARTICULARS

DATE OF TENDER \$ 1784-60
 " ACCEPTANCE 10-6-82
 AGREEMENT
 " COMPLETION
 " COMMENCEMENT
 " ACTUAL COMPLETION
 NUMBER OF WEEKS' OVERTIME

AMOUNT OF DEPOSIT Bank Guarantee \$889-83
 DATE DEPOSIT LODGED
 DATE OF REPAYMENT
 TIME STIPULATED
 RATE OF FINE PER WEEK
 ACCRUED FINES
 PENALTIES IMPOSED

PAYMENTS

DATE	ADVANCE	VOUCHER	\$	¢
<u>10-1-82</u>	<u>1ST PAYMENT</u>	<u>1495.</u>	<u>10069</u>	<u>70</u>
<u>5/12/82</u>	<u>2ND "</u>	<u>1526</u>	<u>7114</u>	<u>90</u>
<u>3RD "</u>			<u>1784</u>	<u>60</u>
<u>4TH "</u>				
<u>5TH "</u>				
<u>6TH "</u>				
<u>7TH "</u>				
<u>8TH "</u>				
<u>9TH "</u>				
<u>10TH "</u>				
<u>11TH "</u>				
<u>12TH "</u>				
TOTAL			\$	

SCHEDULE OF TENDER

QUANTITIES DESCRIPTION RATE AMOUNT

Handwritten signature
G M P D W G

WHEN AUTHORISED PARTICULARS OF ADDITIONS \$ ¢

PARTICULARS OF DEDUCTIONS

PERVEY BAY TOWN COUNCIL

TRUNK 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)
- MOOLYIR STREET - ELIZABETH STREET TO DULGUL STREET (200mm)
- ROBERT STREET - BOUNDARY ROAD TO BOAT HARBOUR DRIVE (300mm)
- ROBERT STREET - BOAT HARBOUR DRIVE TO CYPRESS STREET (250mm)

N-90 - SUPPLY AND DELIVERY OF A.C. PIPES,
CAST IRON FITTINGS AND VALVES

SUMMARY OF SCHEDULES

ESTIMATE OF COST

Sl	DESCRIPTION	Rate	QTY	Real		Amount.
				Local rate	This state.	
	<u>Connections</u> ors					
1	(a) 300 nominal diameter Fl & M'c 1000 long with central thrust flange	367-00	7			
	(b) 300 nominal diameter Fl & M'c 1000 long	250-00	4			
	(c) 250 nominal diameter Fl & M'c 1000 long	196-00	4			
	(d) 150 nominal diameter Fl & M'c 1000 long	105-00	1			
2	<u>(i) Tees</u> All M'c ends					
	(a) 300 x 300	292-00	1			
	(b) 300 x 250	244-00	1			
	(c) 300 x 200	220-00	1			
	(d) 300 x 150	211-50	4			
	(e) 300 x 100	204-00	1			
	(f) 250 x 250	182-00	1			
	(g) 250 x 150	161-00	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			
	<u>(ii) Tees</u> M'c ends with Flanged Branches					
	(a) 300 x 300	329-20	2			
	(b) 300 x 200	244-70	1			
	(c) 300 x 150	231-00	2			
	(d) 300 x 100	215-50	1			
	(e) 250 x 300	276-00	1			
	(f) 200 x 250	160-00	1			
3	<u>Invert Scour Tees</u>					
	(a) 300 M'c with 150 Fl Branch	207-00	1			
4	<u>Hydrant Tees</u>					
	(a) 300 M'c with 80 Fl Branch to suit Hydrant	194-00	14			
	(b) 250 " " " " " " " "	123-50	4			
	(c) 200 " " " " " " " "	98-00	3			

Cont w 90 schedule "B"

DESCRIPTION	Rate	QTY	Rec'd to Date	Rec'd this Statement	Amount.
<u>Bends</u> M'c to M'c					
(a) 300mm x 22½ϕ	183-50	6			
(b) 150mm x 22½ϕ	46-20	3			
(c) 150mm x 11¼ϕ	46-20	3			
(d) 300mm x 45 ϕ	216-00	1			
<u>Reducers</u>					
(a) 300mm x 250mm M'c to M'c	129-50	1			
(b) 300mm x 150mm M'c to M'c	140-00	1			
<u>Crosses</u>					
(a) 300 x 300 All M'c ends	509-00	1			
<u>Gibault Joints</u>					
(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	26-00	6			
(e) 100mm nominal diameter	17-60	6			
<u>Flange Jointing Material</u>					
(a) 300 nominal diameter Table E	30-50	8			
(b) 150	10-00	2			
<u>Hydrant Rises</u>					
(a) 150mm long	24-50	1			
(b) 300mm long	31-50	2			
(c) 450mm long	41-00	5			
(d) 600mm long	52-80	15			
<u>Blank Flanges</u>					
(a) 300mm nominal diameter	63-00	1			
(b) 250mm nominal diameter	47-50	2			
(c) 150mm nominal diameter	27-00	2			
TOTAL SCHEDULE "B"					



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

21st June, 1982.

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

HERVEY BAY TOWN COUNCIL
23 JUN 1982
LS/66

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

J.K. DUNCAN,
PIPE SALES MANAGER.

Encl.

FCRC - Released under Right to Information Act 2009

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 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 ~~or until the expiration of the period of~~ ~~whichever shall first occur.~~ 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

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, HAMILTON
1179-11/78

CONTRACT REGISTER

CONTRACT No. S.33.A.

JOB No. 10-47.

DESCRIPTION AND LOCALITY
Supply & delivery of pipes, fittings, valves for sewers, house connections & rising mains

NAME AND ADDRESS OF CONTRACTOR
James Hardie & Coy Pty Ltd.
 P.O. Box 188 Hamilton Central OZ 4007.

CONTRACT PARTICULARS

DATE OF TENDER	# 208496-65	AMOUNT OF DEPOSIT	3/10/83 Receipt 37965 \$ 200000	ADVANCE		VOUCHER	
" ACCEPTANCE	21-9-83.	DATE DEPOSIT LODGED		1ST PAYMENT	1938		94000 75
" AGREEMENT	26-10-83	DATE OF REPAYMENT		2ND "			
" COMPLETION		DATE OF REPAYMENT		3RD "			
" COMMENCEMENT		TIME STIPULATED		4TH "			
" ACTUAL COMPLETION		RATE OF FINE PER WEEK		5TH "			
NUMBER OF WEEKS OVERTIME		ACCRUED FINES		6TH "			
		PENALTIES IMPOSED		7TH "			
				8TH "			
				9TH "			
				10TH "			

SCHEDULE OF TENDER

QUANTITIES	DESCRIPTION	RATE	AMOUNT
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FOREMAN'S REQUISITION BOOK

To Storekeeper, Engineer
 HERVEY BAY TOWN COUNCIL

9-2-1984

State definitely Job purpose of this requirement

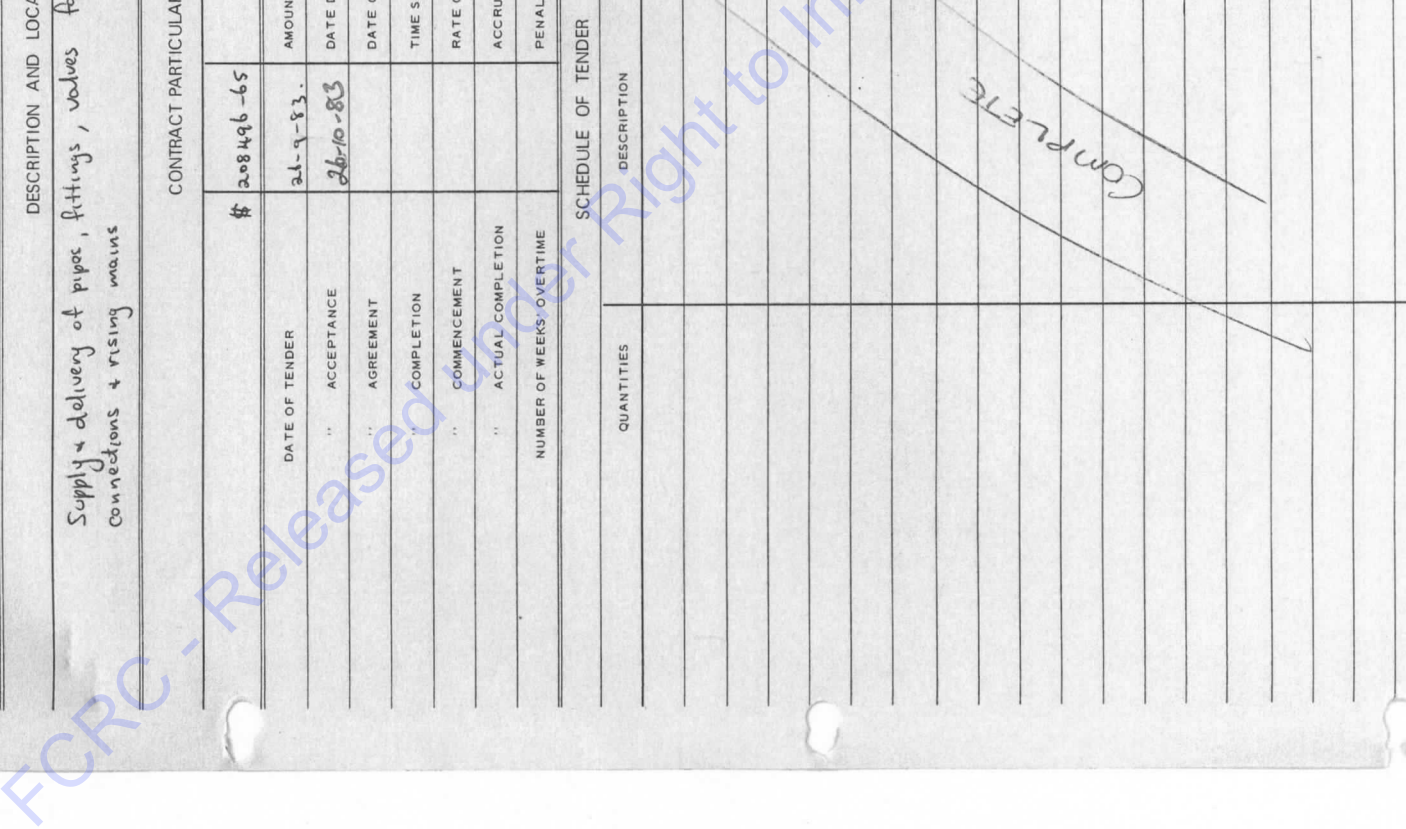
ORDER No. 8053 VOTE No. 1000 ITEM No. C 555

The following items are required for the abovementioned work:-

<u>2158</u>	<u>ch. 3.5 AC pipe 1.50m</u>	<u>300</u>	<u>65570656</u>
<u>173</u>	<u>" " " 2.25m</u>	<u>375</u>	
<u>6</u>	<u>" " " 3.00</u>	<u>375</u>	
<u>344</u>	<u>" " " 19.81</u>	<u>50</u>	

To be delivered to Supply Polyethylene Tubing
2026 Ch. 3.5 AC pipe 3.00m
65570630

RECEIVED the above items.
 Date 10-2-84 5-19-84
 Signature [Signature] (FOREMAN)
 Signature [Signature]



(10-47)

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

CONTRACT NO S-33A

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 lubricants.				
	3. No external or internal coating.				
	Pipes				
1.00	(a) 100mm nominal diameter V.C. Class Y	55	M	4.95	272.25
	(b)(i) 150mm nominal diameter V.C. Class Y	2158	M	No Quote	
	(ii) Alternative for A.C. Class 35	2158	M	5.80	12,516.40
	(iii) Alternative for concrete Class CY	2158	M	No Quote	
	(c)(i) 225mm nominal diameter V.C. Class Y	173	M	No Quote	
	(ii) alternative for A.C. Class 35	173	M	12.70	2,197.10
	(iii) alternative for concrete Class Y	173	M	No Quote	
	(d)(i) 300mm nominal diameter A.C. Class 35	6	M	19.50	117.00
	(ii) Alternative for concrete Class Y	6	M	No Quote	
	(e)(i) 375mm nominal diameter A.C. Class 35	344	M	28.25	9,710.00
	(ii) Alternative for concrete Class Y	344	M	No Quote	
	(f)(i) 525mm nominal diameter A.C. Class 30	1981	M	52.50	104,002.50
	(ii) Alternative for concrete Class Y	1981	M	No Quote	
	(g) 300mm nominal diameter A.C. Class C	2026	M	33.28	67,425.28
					196,248.53

Stewart given schedules & copy of invoices to check supply of layflat tubing
 Appears to be oversupplied
 24/2/04

COMPLETE 2160M
 COMPLETE 176M
 COMPLETE 8M
 COMPLETE
 UNDERLAP 45M @ 5.80
 60M @ 5.80
 138M @ 5.80 (fibrous)

Item	Description	Qty	Unit	Rate	Amount
2.00	Supply and delivery polyethylene tube for around pipes and fittings				
Complete 2140M	(a) 150mm ϕ	2158	M	0.63	1,359.5
Complete 214M	(b) 225mm ϕ	170	M	0.93	158.1
	(c) 300mm ϕ	6	M	1.15	6.9
	(d) 375mm ϕ	341	M	1.15	392.1
	(e) 525mm ϕ	1981	M	1.48	2,931.8
3.00	Additional couplings Complete with rubber rings and jointing fluid				
	(a) 150 mm ϕ Class 35	rate	only	5.80	
	(b) 225 mm ϕ Class 35	"	"	9.30	
	(c) 300 mm ϕ Class 35	"	"	11.70	
	(d) 375 mm ϕ Class 35	"	"	18.90	
	(e) 525 mm ϕ Class 50	"	"	27.80	
4.00	Cast iron fittings with cement mortar internal lining and coal tar epoxy external coating. All bends and tees machined end suitable for A.C. supertite couplings. 300 mm ϕ .				
	(a) bends				
	(i) 45°	4	No	259.25	1,037.00
	(ii) 22½°	8	No	225.25	1,802.00
	(iii) 11¼°	13	No	225.25	2,928.25
	(b) Scour tees with 150mm ϕ flanged off take	6	No	250.80	1,504.80
	(c) 300mm nominal diameter tapping bands drilled to suit 25mm ϕ ferrule	3	No	42.50	127.50
Total Schedule					208,496.6

Tenderer's Name James Hardie & Coy. Pty. Limited

Signature of Tenderer *[Signature]*

Witness *[Signature]*

Time for completion ... refer letter ... weeks date 26.9.83

10,582.5



James Hardie & Coy Pty Limited

Registered Office in Queensland:
 Rendie Road, Meeandah Qld
 P.O. Box 188 Hamilton Central Qld 4007
 Telex: Harbest AA41031
 Cables & Telegrams: 'Fibrolite' Brisbane
 Pipe Manufacturing:
 Rendie 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
 (INC. IN N.S.W.)

26th September, 1983.

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 "Asbestos 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:-

Dia & Class	Maximum Trench Width	
	850mm	1000mm
525mm Class 35	4.5m	3.0m
525mm Class 50	11.0m	5.5m

TABLE SHOWING MAXIMUM COVER TO TOP OF PIPE

.... /2

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 KN/m³.

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:-

$$\left(\frac{A}{B} - 1 \right) \times 100 = \text{Percentage Increase}$$

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.

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, 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 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.

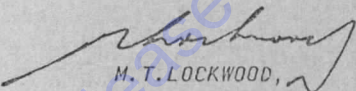
We claim Queensland Manufacturer's Preference for the tendered sum.

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


M.T. LOCKWOOD,
PIPE SALES MANAGER.

Encl.

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 and ninety six DOLLARS, sixty five CENTS

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 Prices 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

and I (or we) agree that such sum shall be absolutely forfeited 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 above-mentioned Contract Document within fourteen days thereafter; and further that this Tender is made subject to the Conditions of Tendering by which I (or we) agree to be bound.

DATED THIS Twenty-sixth... DAY OF September... 19 83

SIGNATURE OF PARTY

For and on behalf of JAMES W. ... LIMITED

OR FIRM TENDERING

[Handwritten signature]

ADDRESS

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

WITNESS

[Handwritten signature]

IF A FIRM, THE NAMES OF

THE INDIVIDUAL MEMBERS OF

THE FIRM TO BE STATED HERE

FCRC - Released Under Public Access

CONDITIONS OF TENDERING

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

Contract ~~5000~~

Tenders shall close at 11 a.m. on

at the Public Office of the Principal at COUNCIL OFFICE
TERQUAY (P.O. Box 45 TERQUAY Q 4657)

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.

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 the 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. 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 dollars (\$) 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.

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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
Tender.
JAMES HARRIS & COMPANY LIMITED

(Signed)

[Handwritten Signature]
.....
Tenderer

26th September 19⁸³

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2 10 87	37965	ANC - JAMES HARTNEY AND PEARSON			600 00	
DATE	REC. No.	RECEIVED WITH THANKS	REF. No.	CASH	CHEQUE	DISCOUNT

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

37965

Count Ref. 8050

Per 

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