



# **AGENDA**

**Ordinary Council Meeting**

**Late Reports**

**Tuesday, 16 May 2023**

**Date: Tuesday, 16 May 2023**

**Time: 9:00am**

**Location: Mapoon Aboriginal Shire Council Chambers**

**Tom Smith**

**CEO**

**Order Of Business**

<b>0</b>	<b>Operational Reports .....</b>	<b>3</b>
L.4	Infrastructure & Works report .....	3
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L.3	Recommendation for contract award for new Ranger Base building Kit .....	25

**0 OPERATIONAL REPORTS****L.4 INFRASTRUCTURE & WORKS REPORT**

**Author:** Victor Mills, Executive Manager of Infrastructure and Services

**Authoriser:** Tom Smith, CEO

**Attachments:** 1. Council vehicle for auction  
2. Fleet report

**PURPOSE OF REPORT**

Present to Council a report of program performance and operational actions for the previous month.

**BACKGROUND**

Council has several larger projects currently under construction which are at various stages of completion.

**DISCUSSION****WORKS ACTIVITIES TO DATE:**

<b>Social Housing blocks:</b>	<ul style="list-style-type: none"><li>• Ergon house connection completed \$50 worth of power have been charged to each house.</li><li>• Rain delays and hand over inspection took place on the first week of April 2023, inspection was delayed by 2 weeks with Housing.</li><li>• Minor defects were identified, extension of time request was sourced from Housing to complete all defects, 2 weeks EOT was granted, keeping fingers crossed hand over should be completed on the 22 May 2023.</li></ul>
<b>The Works for Queensland (W4QLD 20-21) Store Project:</b>	<ul style="list-style-type: none"><li>• Building main frames under construction will be completed in May.</li><li>• Main building erected.</li><li>• External cladding construction commences the week of 15<sup>th</sup> May.</li><li>• Bracing to complete when contractor commences.</li><li>• Site meeting CEQ took place 2<sup>nd</sup> May, they very impressed with the size of the store and the layout.</li></ul>

	<ul style="list-style-type: none"> <li>• CEQ technical staff have done the measurement of the whole store including how it will be set out internally. They will communicate back to council on their forward planning.</li> </ul>
<b>The Works for Queensland (W4QLD 21-23) Council Extension</b>	<ul style="list-style-type: none"> <li>• Wall panelling to main room 100% complete.</li> <li>• Electrical 2<sup>nd</sup> fix 100% complete.</li> <li>• Floor covering at 100% installation.</li> <li>• Timber capping ordered complete.</li> <li>• Builder waiting on pin boards to complete walls then his contract is completed now at 100%.</li> <li>• Internal IT now installed.</li> <li>• Awaiting bench top and minor works to complete kitchenette.</li> </ul>
<b>SES shed upgrade</b>	<ul style="list-style-type: none"> <li>• Bathroom walls install.</li> <li>• Electrical installed.</li> <li>• Floor wastes installed.</li> <li>• Septic system installed.</li> <li>• Kitchen area under construction.</li> <li>• Ongoing, waiting on human resources to complete.</li> </ul>
<b>Splash Park</b>	<ul style="list-style-type: none"> <li>• No Current problems.</li> <li>• P/O have been escalated to tension the shade cover.</li> <li>• Maintenance daily to ensure the safety of all users.</li> </ul>
<b>New Ranger Base</b>	<ul style="list-style-type: none"> <li>• DeNada Surveyors Weipa has been provided with a RFQ to do set outs for all the slabs and grates. Awaiting quotes. Now complete awaiting overlay drawings from surveyor to commence concrete slab set outs.</li> </ul>

	<ul style="list-style-type: none"> <li>• Internal plumbing 80%.</li> <li>• Utilizing local workforce to do majority of ground works.</li> <li>• Pending on available resources and constructability local employees will be utilized where fit.</li> </ul>
<b>Social Housing blocks Stage 2:</b>	<ul style="list-style-type: none"> <li>• Funding agreement signed.</li> <li>• planning to clear next 6 blocks at the end of June early July and commence Designs for the current allocation 3x3bed and 2x4bed.</li> <li>• 4-bedroom design underway expected completion ready for State approval end of March and on course. Now complete.</li> <li>• Ready to commence clearing/grubbing and levelling of site.</li> <li>• Ongoing, will update in next report.</li> </ul>
<b>New Transfer Station</b>	<ul style="list-style-type: none"> <li>• DA currently underway</li> <li>• Survey works delivered.</li> <li>• Site pick up will be used to complete DA and design.</li> <li>• Design commenced.</li> <li>• Still awaiting DA for Council Approval.</li> <li>• For construction drawings have been issued.</li> <li>• Preston Law Finalising Planning</li> <li>• No objection to the planning application.</li> <li>• Fill for project has been won at the pit filling expected to commence May 2023, approximately 23,000 cubic meters.</li> <li>• Steel onsite ready for commencement</li> </ul>

	<ul style="list-style-type: none"><li>• Blocks now on site ready to commence.</li><li>• Earth works hope to commence in mid-May pending on weather.</li><li>• Procured all machineries, delivery of machineries are scheduled to arrive on site 15<sup>th</sup> May 2023.</li><li>• Cultural Advisors have been contacted and PO has been processed to Balkanu.</li><li>• Denada surveyors will be conducting the boundary surveys etc.</li></ul>
<b>QBuild Maintenance:</b>	<ul style="list-style-type: none"><li>• Currently in progress and invoicing continuing.</li><li>• Some delays with jobs due to delivery problems</li></ul>
<b>QBuild Upgrades:</b>	<ul style="list-style-type: none"><li>• Renovations to lot 10 nearing completion only external paint left currently underway, now complete.</li><li>• Works at lot 39 underway kitchen and Bathroom only left to do, awaiting delivery of shower recess, complete now waiting on tiler.</li><li>• Vacant at lot 65 awaiting kitchen installation to 95% complete.</li><li>• Lot 202 complete.</li><li>• Lot 213 underway, 100% complete, handover</li></ul>

	<ul style="list-style-type: none"><li>• Housing Dept, will be in Community to discuss progress on all outstanding works and how MASC can deliver to meet deadline and budget, ongoing.</li></ul>
<b>AMO EHW:</b>	<ul style="list-style-type: none"><li>• Water supply excellent and usage averaging 250,000 – 450,000 litre per day, usage has dropped due to the rain storms we have been experiencing.</li><li>• Weekly checks and monthly checks have been all clear.</li><li>• Stock for water treatment plentiful.</li><li>• Dingo complaints are now to be addressed by bio security as the authorised department to relocate these endangered breeds.</li><li>• New operator has commenced and will be attending the training in Cherbourg under the Tropical Public Health Unit.</li><li>• Organising a vet nurse visit to ensure census is updated and</li><li>• Funding agreement is now signed.</li></ul>
<b>Workshop</b>	<ul style="list-style-type: none"><li>• Please see attached report.</li></ul>

**RECOMMENDATION**

That the Report of the Executive Manager of Infrastructure and Works be received and noted.















## ORDINARY COUNCIL MEETING AGENDA

## FLEET AND WORKSHOP

**Author:** Michael Morris, Fleet Co-ordinator/Mechanic

**Authoriser:** Victor Mills,

**Attachments:** Photos of vehicles for disposal

**PURPOSE OF REPORT**

Monthly

**BACKGROUND**

Operational report for May 2023

**DISCUSSION**

All necessary equipment that was required at the workshop has been sourced and installed. All council vehicles are up to date in their servicing.

Due to a work vehicle that was stolen (760-FU9) with the help of our tracking system the vehicle was recovered, but it had been bogged at the beach near the ship loader and the tide came in. I have been in Contact with our insurance company, and they Have listed it as a total Lost due to seawater ingress. It will need to be replaced.

**Recommendations**

IT IS RECOMMEND THAT 2 X 60KVA GEN SET BE PURCURED FOR THE FOLLOWING LOCATIONS.

AGE CARE CENTER TO INSURE THEY HAVE POWER TO THE FRIDGES AND TO THE RESERDENTS IN CASE THE MAIN POWER FAILS

SHORT STAY ACCOMMATION; SO, THEY WILL HAVE POWER IN CASE THE MAIN POWER FAILS

, A 30KVA GEN SET FOR THE NEW RANGERS BUILDING SO THEY WILL HAVE POWER IN CASE THE POWER FAILER AND ONE 20KVA MOBILE GEN SET THAT CAN BE USED BY THE WORKSHOP AND ANY WERE IN THE COMMUNITY IN CASE THE POWER FAILS.

ONE 10 CUBIC TIPPER BE ACCURED(NEW) AS THE OLD HINO TIPPER THAT IS IN CURRENT USE IS WELL PASS ITS USE BY DATE AND IS IN CONSENT NEED FOR REPAIR

ONE ONLY BACKHOE, AS THE CURRENT BACKHOE IS DEVELOPING OIL LEAKS FROM THE ENGINE AND THE TRANSMISSION AS WELL AS THE CONSENT REPAIR OF IT HOSES AND HYD SYSTEM DUE TO IT AGE

2 X HILUX WORKMATE 4 X 2 UTES TO REPLACE THE TWO OLD UTES CURRENTLY IN USE WITH THE BUILDERS AND WATER TRETMENT

IT IS RECOMMENDED THAT AS THE DOG WASH TRAILER WHICH IS CURRENTY UNDERUTILIZED BE LEASED OUT TO A MEMBER OF THE COUMMUNITY TO USE AS A DOG WASHING SERVICE UNIT TO BE MAINTAINED BY THE COUNCIL

**ORDINARY COUNCIL MEETING AGENDA**

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Permission is sought for the disposal of the vehicles which are surplus to the council needs be sent to Cairns to be cleaned up then to the Auction for sale.

The vehicles are

485-WQQ : 458-WCU : 273-XDK : 932-VST: 824-ZDH: 358—SDD: 529-SLJ

As per attached Photos

**RECOMMENDATION**

That the Council receive and take note of the Fleet Co-ordinator/ Workshop Manager's Monthly Report for May 2023

**ORDINARY COUNCIL MEETING AGENDA****RECOMMENDATIONS :**

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**RECOMMENDATION**

That the Council receive and take note of the Fleet Co-ordinator/ Workshop Manager's Monthly Report for Nov 2022

**L.1 HR PROVISION OF LEGAL ASSISTANCE FOR COUNCILLORS AND EMPLOYEES**

**Author:** Danielle Turner, HR Consultant, Preston Law

**Authoriser:** Tom Smith, CEO

**Attachments:** 1. Provision of Legal Assistance for Councillors and Employees

**PURPOSE OF REPORT**

Policies for Adoption, policies will commence the 1<sup>st</sup> of June 2023 with review date May 2025.

**DISCUSSION**

Policy for discussion is.

- Provision of Legal Assistance for Councillors and Employees.

**RECOMMENDATION**

That Council resolves to adopt:

- Provision of Legal Assistance for Councillors and Employees.



**MAPOON ABORIGINAL SHIRE COUNCIL**  
**Provision of Legal Assistance for Councillors and Employees.**

RESOLUTION NO. # VERSION 1

This is an official copy of the **Provision of Legal Assistance for Councillors and Employees of Mapoon Aboriginal Shire Council**, made in accordance with the provisions of the Local Government Act and Regulations, Public Records Act, Mapoon Aboriginal Shire Council's Local Laws, Subordinate Local Laws and current Council Policies.

**DOCUMENT VERSION CONTROL**

VERSION	DATE	RESOLUTION	DETAILS
1	June 2023		
			<div>Schedule Review</div> <div>May 2025</div>



**MAPOON ABORIGINAL SHIRE COUNCIL**  
**Provision of Legal Assistance for Councillors and Employees.**

RESOLUTION NO. # VERSION 1

## **Provision of Legal Assistance for Councillors and Employees**

### **PURPOSE OF POLICY**

The purpose of this policy is to set guidelines about the provision of financial assistance by Council to fund, or contribute to funding, Councillors and employees who become involved in legal proceedings as a direct result of actions or decisions made by them while exercising their functions or duties in their official roles on behalf of Council.

### **COMMENCEMENT OF POLICY**

This Policy will commence from 1 June 2023.

### **APPLICATION OF THE POLICY**

This policy applies to all Councillors and employees.

### **DEFINITIONS**

**Approved Lawyer** – means a lawyer who:

- a) is an 'Australian legal practitioner' under the *Legal Profession Act 2007* (Qld); and
- b) is from a law firm that is either:
  - a. on Council's panel of legal service providers or a panel of legal service providers maintained by Council's insurer, unless the Council or Council's insurer considers that this is not appropriate in the circumstances; or
  - b. as otherwise approved in writing by the Council or the CEO under delegated authority.

**Council's Insurer** – includes LGM.

**Employee** means a local government employee as defined pursuant to the *Local Government Act 2009*.

**Legal Proceeding** – means a legal proceeding conducted before a commission, tribunal or court, whether civil, criminal, or investigative (such as an inquiry or statutory, administrative or regulatory investigation).

**Legal Representation** – is the provision of legal services, to a Councillor or employee, by an approved lawyer that acts in respect of:

- a) a matter or matters arising from or directly connected with the Councillor or employee performing their Council roles, functions and duties; and
- b) a Legal Proceeding involving the Councillor or employee that has been, or may be, commenced.

**Legal representation costs** – means the legal costs, including reasonable professional fees and disbursements, that are properly incurred in provision of the legal representation.



## MAPOON ABORIGINAL SHIRE COUNCIL

### Provision of Legal Assistance for Councillors and Employees.

RESOLUTION NO. # VERSION 1

**LGM** – means the Queensland Government Mutual Liability Pool, a trust established by the Local Government Association of Queensland (LGAQ), to provide a pooled fund and a mutual scheme for managing and meeting public liability risks affecting LGAQ members (including Council) and arising in connection with the exercise of the duties, powers and functions of those members.

#### POLICY

1. By section 235 of the *Local Government Act 2009* (the Act), Councillors and employees are not civilly liable for an act done, or an omission made, honestly and without negligence, under the Act or the *Local Government Electoral Act 2011*. Instead, civil liability will attach to the local government.
2. In some circumstances, it may be appropriate for Council to provide financial assistance to fund, or partly fund, legal representation costs incurred by employees and Councillors where there is a sufficiently clear nexus between their Council role and the legal proceeding involving them.
3. Applications for assistance under this policy are to be made to the Chief Executive Officer, unless the Chief Executive Officer is the party making the application in which case the application must be made to the Mayor.
4. The Chief Executive Officer or (if applicable) the Mayor (the **assessor**) will assess the application and make a recommendation to Council for Council to approve (with or without conditions) or reject the application. The conditions that may be imposed on an approval may include, but are not restricted to:
  - a. setting a financial limit on the payment to be made by Council under this policy in respect of legal representation costs;
  - b. limiting the payment to only those legal representation costs incurred after the approval was granted under this policy; and/or
  - c. setting a requirement to enter into a formal agreement, including a security agreement, relating to the payment, and repayment, of the legal representation costs paid for by Council under this policy.
5. A Councillor or employee is not eligible to apply for assistance under this policy concerning a legal proceeding initiated by Council, or Council's insurer, against the Councillor or employee.
6. An employee or Councillor is not eligible to apply for assistance under the policy to commence or consider commencing a legal proceeding against the lawful act of another employee or Councillor.
7. In assessing the application for assistance with legal representation costs, the assessor must consider all of the following criteria:
  - a. The relevant actions of the employee or Councillor must have been made in good faith, and made, or done, honestly and without negligence.
  - b. The legal costs must be for a matter that arises from the performance by the person acting in their role, function and duties for Council, or directly connected to the person holding their position at Council.



**MAPOON ABORIGINAL SHIRE COUNCIL**  
**Provision of Legal Assistance for Councillors and Employees.**

RESOLUTION NO. # VERSION 1

- c. The application for assistance with legal representation costs is made by the Councillor or employee *before* incurring legal representation costs, unless exceptional circumstances apply. Unless exceptional circumstances exist, a failure to make an application before incurring legal representation costs, particularly where the employee or Councillor has engaged legal representation that is not a panel representative of Council or Council's insurer, may be a ground for rejecting the application or limiting the approval to only those legal representation costs incurred after the approval is granted.
  - d. The legal costs must be in respect of:
    - i. a threatened or commenced legal proceeding against an employee or Councillor in their personal capacity; or
    - ii. in exceptional circumstances, a legal proceeding that needs to be proactively commenced to properly protect the health (including mental health) and safety of the employee or Councillor, or the ability of the employee or Councillor to perform their Council roles, functions or duties, or the reputation of Council.
  - e. The legal proceeding must not relate to a matter that is purely of an individual or private nature. The legal proceeding must arise from the performance by the employee or Councillor of their Council roles, functions or duties.
  - f. Where consideration is being given to funding legal representation costs for the Councillor or employee to commence a legal proceeding, the circumstances of the matter the subject of the legal proceeding must be sufficiently significant or exceptional to justify the expenditure of public funds.
  - g. The legal representation should not compromise Council's legal position or insurance.
  - h. An additional criteria for an application made by a Councillor under this policy is that the application must be rejected if the legal representation costs relate to a matter that arises from, or is associated with, election issues or the conduct of an election campaign, especially having regard to the implied freedom of political communication that has been recognised by the Australian courts, unless there are exceptional circumstances.
  - i. Whether or not, and to what extent, Council's insurer will respond to a claim for indemnity cover of the employee's or Councillor's legal representation costs.
8. The assessor of the application may recommend to Council a maximum limit on the legal representation costs that Council will fund, if approved.
9. An employee or Councillor whose legal representation costs have been paid (in whole or in part) by Council, must repay Council either:
- a. All of the legal representation costs paid by Council, in the following circumstances:
    - i. the employee or Councillor did not act in good faith, honestly and without negligence; or



**MAPOON ABORIGINAL SHIRE COUNCIL**  
**Provision of Legal Assistance for Councillors and Employees.**

RESOLUTION NO. # VERSION 1

- ii. the employee or Councillor provided false or misleading information in respect of their application for assistance under this policy; or
  - iii. the employee or Councillor is convicted by any Australian court or tribunal, of any criminal offence against any State or Commonwealth law associated with the matter for which legal representation costs were agreed to be provided; or
  - iv. for a Councillor, where the Councillor is subject to any finding of misconduct or inappropriate conduct, against the Councillor by the Councillor Conduct Tribunal (as defined in the Act) associated with the matter for which legal representation costs were agreed to be provided.
- b. Where monies are awarded in the form of costs, orders, damages or any settlement relating to the matter for which Council originally paid legal representation costs, a sum up to the amount of legal representation costs that were paid by Council under this policy.
10. Council may take the required action to recover any monies due and owing to it by an employee or Councillor under this policy.
11. All approved expenses incurred under this policy will be reported to the Audit and Risk Committee, however the name of the employee or Councillor will be redacted for privacy reasons.
12. Where an application is made and the assessor is inclined to recommend the application for approval by Council, Council will notify its insurer of a possible action that may be supported by Council and confirm the insurer's support or otherwise for such a decision. Despite the content of this policy, where a claim for cover is approved under any insurance policies held by Council or under its membership of LGM, the approval of the application for legal representation costs will be subject to any terms and conditions required by the insurance policy or the terms and conditions applying to Council's membership of LGM. This may include only utilising the legal practitioner/s on the panel of representatives of Council's Insurer or those representatives approved or nominated by Council's Insurer.

#### **VARIATIONS**

*Council reserves the right to vary, replace or terminate this policy from time to time.*

#### **ASSOCIATED DOCUMENTS**

- *Local Government Electoral Act 2011*
- *Local Government Act 2009*
- *Local Government Regulation 2012*

**L.2 APPOINT ACTING CEO FROM JUNE 21ST - JULY 9TH 2023**

**Author:** Tom Smith, CEO

**Authoriser:** Tom Smith, CEO

**Attachments:** Nil

**PURPOSE OF REPORT**

To advise Council of the need to appoint an Acting CEO

**BACKGROUND**

I Tom Smith will be on 2 weeks leave from the 21<sup>st</sup> of June until my return on the 9<sup>th</sup> of July 2023 and that it is necessary to appoint an Acting CEO for the duration to deliver business as usual.

**RECOMMENDATION**

That Council approve the appointment of Executive Finance Manager Elzebie Groenewald and Executive Manager Community Development Kiri Tabuai for the duration of the leave and responsibilities are to be shared.

**L.3 RECOMMENDATION FOR CONTRACT AWARD FOR NEW RANGER BASE BUILDING KIT**

**Author:** Tom Smith, CEO

**Authoriser:** Tom Smith, CEO

**Attachments:**

1. Rangers complex plans for RFQ
2. Local Buy response of no RFQ's
3. Local Buy Response to Superior steel truss for LB298
4. Quote from Superior Steel Homes
5. No response confirmation

**PURPOSE OF REPORT**

To Give Council recommendation for the supply and delivery to Mapoon of the new Mapoon Ranger Base Building kit with detailed design installation guide and delivery to Mapoon

**BACKGROUND**

Council Rangers department have outgrown their current location and now require a larger area to contain the tools and equipment that are required to deliver their services throughout the year, large sheds are for the dry storage of buggy's camper trailers and boats and the Main Building will be purpose built to include an interpretive area to show and tell the works and achievements of the local Ranger Group on a yearly Basis.

I went out to the market to secure quotes from recommended manufacturers of Kit building in the Local Buy/ Vendor panel network, the RFQ was ran twice and both times we received no responses.

I was then made aware by Local Buy of a new manufacturer to the services LB298 Superior steel frames out of the Cairns region and approached them for a quote.

They have supplied a quote which is the only quote received for the cost of \$285,987.84 GST inc.

I have supplied all paperwork and trail documents outlining the process Councils Has been through to get this quote.

My View is the current Skills shortage has begun to effect supply and companies are reluctant to quote as giving a delivery date is becoming impossible at present.

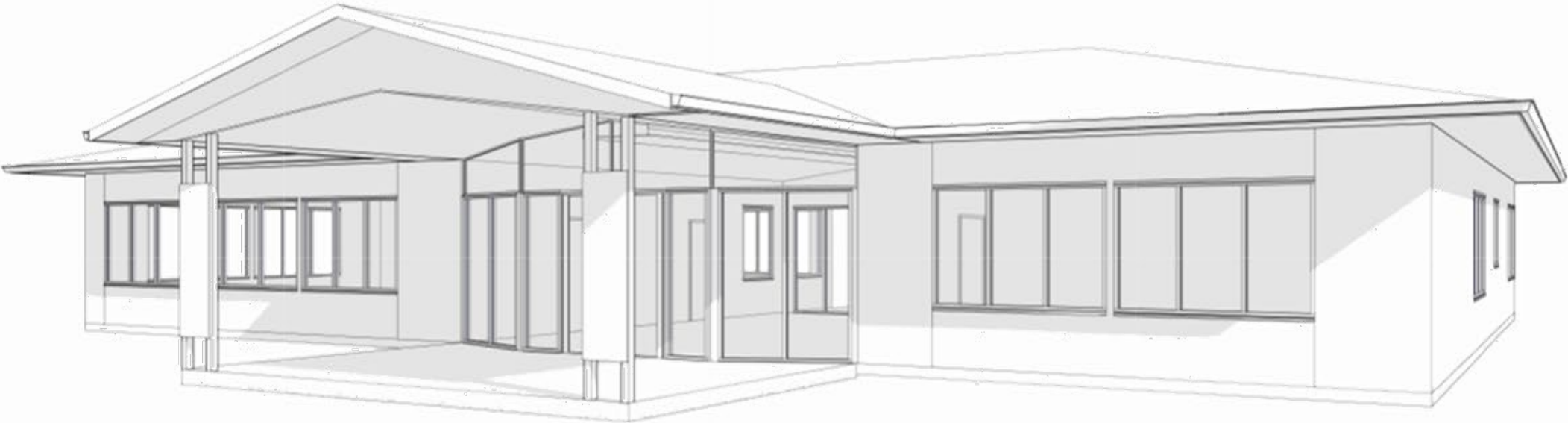
**RECOMMENDATION**

That Council award the contract to Superior Steel Frames for the lump sum Amount of \$285,987.84 GST inc.



LOCATION PLAN

DRAWING LIST				
SHEET NUMBER	SHEET NAME	SHEET ISSUE DATE	CURRENT REVISION	CURRENT REVISION DESCRIPTION
1766.00	COVER PAGE	30.11.22		
1766.01	GENERAL NOTES	30.11.22		
1766.02	BASE BUILDING PLAN	30.11.22		
1766.03	DOOR SCHEDULE & DIMENSION PLAN	30.11.22		
1766.04	WINDOW SCHEDULE	30.11.22		
1766.05	FINISHES PLAN	30.11.22		
1766.06	ROOF FRAMING PLAN	30.11.22		
1766.07	ELEVATIONS/SECTIONS	30.11.22		
1766.08	ELEVATIONS/SECTIONS	30.11.22		
1766.09	FINISHES	30.11.22		
1766.10	DETAILS	30.11.22		
1766.11	3D VIEWS	30.11.22		
1766.12	AXONOMETRIC VIEWS	30.11.22		



TENDER

REVISIONS		
No.	Description	Date

CHECKED BY: STUART JACKSON      DATE: 30.11.22

DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALING.  
CONTRACTOR TO VERIFY ALL DIMENSIONS AND APPLIANCE  
SETOUT ON SITE BEFORE CONSTRUCTION. INCONSISTENCE  
SHALL BE REPORTED TO THE DESIGNER IMMEDIATELY. THIS  
DRAWING IS SUBJECT TO COPYRIGHT AND REMAINS THE  
PROPERTY OF MYRIAD DESIGN.



**myriad**  
REGISTERED ARCHITECTS & BUILDERS  
176 BUCHAN STREET, CAIRNS QLD 487  
07 4041 7258 07 4052 169  
GSA 1164381

PROJECT NAME:  
RANGERS CENTRE

PROJECT ADDRESS:  
LOT 17, MAIN ST, MAPOON

CLIENT NAME:  
MAPOON ABORIGINAL SHIRE COUNCIL

COVER PAGE

SCALE: 1:50      A3  
ISSUE DATE: 30.11.22

SHEET NUMBER: 1766.00

TENDER

REVISIONS:		
No.	Description	Date

CHECKED BY: STUART JACKSON	DATE: 30.11.22
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DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALING. CONTRACTOR TO VERIFY ALL DIMENSIONS AND APPLIANCE SETOUT ON SITE BEFORE CONSTRUCTION. INCONSISTENCE SHALL BE REPORTED TO THE DESIGNER IMMEDIATELY. THIS DRAWING IS SUBJECT TO COPYRIGHT AND REMAINS THE PROPERTY OF MYRIAD DESIGN.



myriad

myriad Pty Ltd trading as myriad Design Ltd 23/05/2018-01  
176 buechan street, Cairns qld 487  
t: 07 4041 7258 f: 07 4052 169  
QBSA 1164381

PROJECT NAME: RANGERS CENTRE
PROJECT ADDRESS: LOT 17, MAIN ST, MAPOON
CLIENT NAME MAPOON ABORIGINAL SHIRE COUNCIL

GENERAL NOTES	
SCALE	@ A3
ISSUE DATE	30.11.22

SHEET NUMBER	1766.01
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GENERAL

WIND DESIGN CLASSIFICATION - C3 W60C

ALL DIMENSIONS ARE TO BE CHECKED ON SITE AND VERIFIED BY BUILDER BEFORE WORK COMMENCES.

DIMENSIONS SHALL NOT BE OBTAINED BY SCALING THE DRAWINGS.

WALL FRAMING

WALL FRAMING TO MANUFACTURERS SPECIFICATION. GENERAL FRAMING TO COMPLY WITH NCC VOLUME 2 PART 3.4.2, AS/NZ 4600, AS 4100 & THE NASH STANDARDS. ALL STRUCTURAL STEEL FRAMING TIE DOWNS, BRACING TO ENGINEERS F15 DETAILS.

90MM BATTS (R2.5) IN THE 92MM STEEL STUD FRAME AT A MAX OF 600CRS.

AIRCCEL WITH A PRODUCT R-VALUE OF R0.20 MOISTURE BARRIER WALL MEMBRANE OR SIMILAR BETWEEN STUDS AND EXTERNAL CLADDING. INSTALL TO MANUFACTURERS SPECIFICATIONS.

POLYPROOF EMBOSSED POLYTHENE DAMPCOURSE OR SIMILAR TO BOTTOM OF WALL FRAMING BOTTOM TRACK, INSTALL TO MANUFACTURERS SPECIFICATIONS.

CEMINTEL CLADDING

SUPPLY & INSTALL CSR CEMINTEL "EDGE" 8.5MM THICK 150MM RIBBON VERTICAL GROOVE FC CLADDING, INSTALLATION TO MANUFACTURERS SPECIFICATIONS.

POLYURETHANE SEALANT BETWEEN EACH SHEET JOINT. SIKAFLEX 11FC OR SIMILAR TO BE USED AT ALL BOARD END JOINTS AND AT CORNERS TO SEAL BEHIND CLADDING AS REQUIRED. PAINTABLE.

FLEXIBLE SEALANT SIKAFLEX-PRO POLYURETHANE SEALANT OR SIMILAR TO GAPS AROUND WINDOWS, DOORS AND OTHER PENETRATIONS. PAINTABLE.

CEMINTEL EXTERNAL JOINTING COMPOUND OR SIMILAR TO CONCEAL THE COUNTERSUNK FASTENER HEADS, TO PREVENT MOISTURE PENETRATION, AND TO PROVIDE A FLAT SURFACE FOR DECORATIVE COATING.

COLORBOND WALL CLADDING

SUPPLY & INSTALL COLORBOND "MONUMENT" CUSTOM ORB WALL CLADDING. INSTALLATION TO MANUFACTURERS SPECIFICATIONS.

SUPPLY & INSTALL STRAMIT WALL CLADDING TRIM OR SIMILAR TO TOP OF WALL TO EAVE & BOTTOM OF WALL AT FOOTINGS TO MANUFACTURERS SPECIFICATIONS. TRIM FINISH TO MATCH CLADDING COLOUR.

SUPPLY & INSTALL STRAMIT TRIM AT TOP, SILL & JAMB/SIDE AT ALL WINDOWS TO MANUFACTURERS SPECIFICATIONS. TRIM FINISH TO MATCH COLORBOND CLADDING "MONUMENT" COLOUR.

FLEXIBLE SEALANT SIKAFLEX-PRO POLYURETHANE SEALANT OR SIMILAR TO JUNCTION AROUND WINDOWS, DOORS AND OTHER PENETRATIONS. PAINTABLE.

GLAZING

GLAZING, FRAMING & GLASS SPECIFICATION PENDING. NCC VOLUME 1 - J13 DESIGN SPECIFICATION FOR THERMAL PERFORMANCE. ALUMINIUM FRAMING, FIXED CENTRE POCKET, POWERCOAT FINISH

R. ROOFING

ROOF TRUSSES TO MANUFACTURERS SPECIFICATION & ENGINEERS F15 DETAILS.

R.1 ROOF TRUSSES AND ROOF BRACING IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATION FOR C3 (W30C) WIND CLASSIFICATION.

R.2 ROOF BATTENS  
A) TOPSPAN 40 BATTENS @ 600 CRS FIX WITH 2-NO: 12-11X40 HEX HEAD TYPE 17 SELF DRILLING SCREWS.

R.3 ROOF SHEETING FIXED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATION FOR C3 (W60C) WIND SPECIFICATION.

R.4 BRADFORD "ANTICON 80" MEDIUM FACING ROOF BLANKET OR SIMILAR TO BE INSTALLED BETWEEN BATTENS AND ROOF SHEETING WITHOUT ROOF RAISERS.

ROOF DRAINAGE

ALL ROOFWATER DRAINAGE SYSTEMS MUST BE CONNECTED TO A STORMWATER DRAINAGE SYSTEM COMPLYING WITH RELEVANT CODES & STANDARDS.

THE ROOF DRAINAGE SYSTEM TO DISCHARGE VIA DOWNPIPES TO SPLASH PADS.

THE AREA SPECIFIC RAINFALL INTENSITY MUST BE SELECTED FROM THE RELEVANT CODES & STANDARDS.

GUTTERS & DOWNPIPES MUST BE SELECTED FROM RELEVANT CODES & STANDARDS.  
EAVES GUTTERS MUST BE INSTALLED AT A FALL NOT LESS THAN 1 IN 500 WITH SUPPORT BRACKETS AT 1.2M MAXIMUM CENTRES.  
THE WIDTH OF VALLEY GUTTERS SHALL BE IN ACCORDANCE WITH RELEVANT CODES & STANDARDS. REFER TO ROOF SHEETING MANUFACTURERS SPECIFICATIONS FOR LIMITATIONS ON SHEET OVERHANGS INTO VALLEY GUTTERS.

RAINWATER DRAINAGE  
RAINFALL INTENSITY OF 293 MM/HR  
WITH ANI OF 20 YEARS(WEIPA)

THE ROOF AREA PER DOWNPIPE IS CALCULATED USING THE STRAMIT QLD GUIDE IN CONJUNCTION WITH AS2179 & AS3500.3. U.N.O ON ROOF PLAN 150 QUAD EAVES GUTTER WITH A EFFECTIVE CROSS-SECTIONAL AREA OF 8400 SQ.MM INSTALLED AT 1:500 MIN. ACHIEVING A MAXIMUM ROOF AREA OF 40SQM PER DOWNPIPE USING U.N.O 100MM @ DOWNPIPE.

LENGTH OF GUTTER SERVICED BY DOWNPIPES NOT TO EXCEED 12M.

PROVISIONS FOR OVERFLOWS MUST BE MADE FOR DOWNPIPES FURTHER THAN 1.2M FROM VALLEY GUTTERS.  
MIN FALL FOR EAVES GUTTERS = 1:500

MAX 500KPA WATER PRESSURE. IF GREATER, INSTALL PRESSURE LIMITING DEVICE TO MANUFACTURERS SPECS SIZE & LOCATION OF PVC STORMWATER PITS WITH REMOVABLE GRATE LID VERIFIED BY PLUMBER ON SITE.

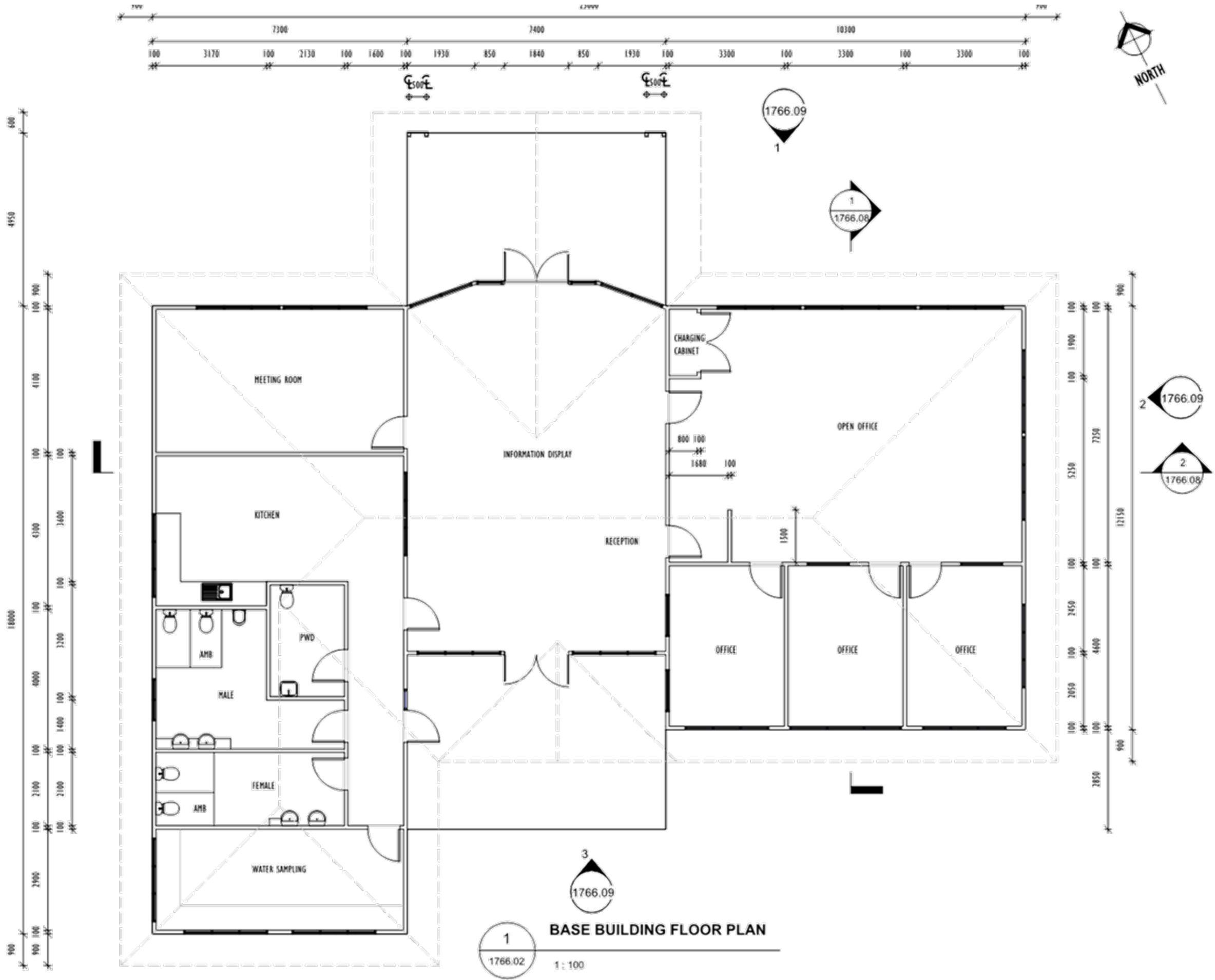
GUTTER & VALLEY GUARD

POWDERCOAT TO MATCH ROOFING COLOUR. HEAVY DUTY TUFFMESH ALUMINIUM OR EQUAL TO AS3959 - BAL29 WITH 20 YEAR WARRANTY.

SUPPLY & INSTALL POWDERCOAT ALUMINIUM MESH GUARDS TO THE FULL LENGTH OF ALL VALLEY & FASCIA GUTTERS.

PAINTING

SEMI GLOSS PAINT FINISH TO HAVE MINIMUM LIFE OF 10 YEARS. MOULD RESISTANT PAINT TO ALL SURFACES.  
ALL SURFACES TO BE GIVEN 3 COATS OF PAINT CONSISTING OF PRIMER/SEALER, UNDERCOAT AND FINISH COAT. FINISH AND QUALITY ARE TO BE OF TRADESMAN STANDARD AND TO THE APPROVAL OF THE SUPERINTENDENT'S REPRESENTATIVE. COLOURS AS PER ATTACHED SCHEDULE.



TENDER

REVISIONS:

No.	Description	Date

CHECKED BY: STUART JACKSON      DATE: 30.11.22

DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALING. CONTRACTOR TO VERIFY ALL DIMENSIONS AND APPLIANCE SETOUT ON SITE BEFORE CONSTRUCTION. INCONSISTENCIES SHALL BE REPORTED TO THE DESIGNER IMMEDIATELY. THIS DRAWING IS SUBJECT TO COPYRIGHT AND REMAINS THE PROPERTY OF MYRIAD DESIGN.



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myriad Pty Ltd trading as Myriad Design since 2010 508-01  
176 buchan street, Cairns qld 487  
t: 07 4041 7258 f: 07 4052 169  
QBSA 1164381

PROJECT NAME:  
RANGERS CENTRE

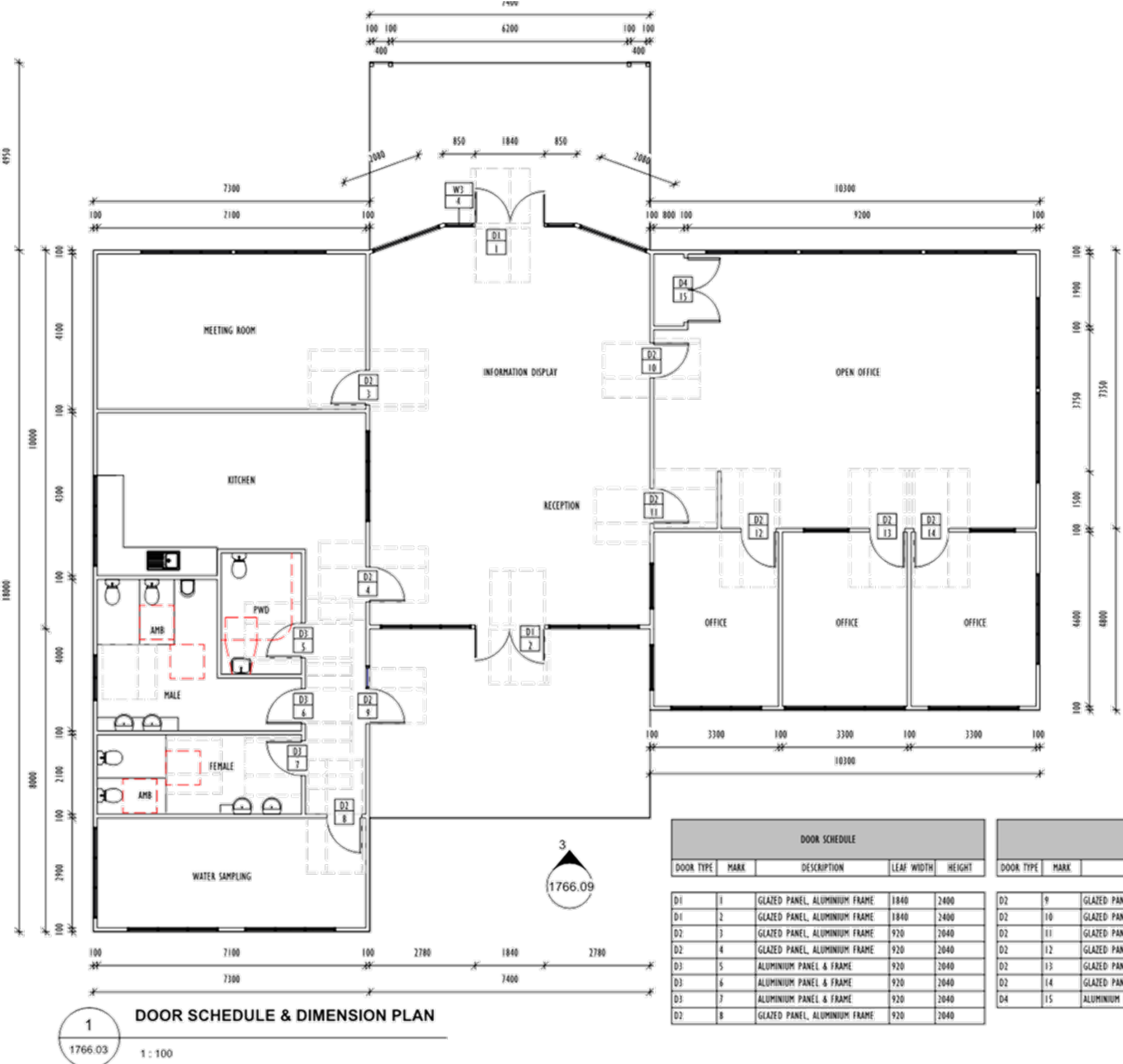
PROJECT ADDRESS:  
LOT 17, MAIN ST, MAPOON

CLIENT NAME:  
MAPOON ABORIGINAL SHIRE COUNCIL

BASE BUILDING PLAN

SCALE: 1:100 @ A1  
ISSUE DATE: 30.11.22

SHEET NUMBER: 1766.02



TENDER

REVISIONS		
No.	Description	Date

CHECKED BY: STUART JACKSON      DATE: 30.11.22

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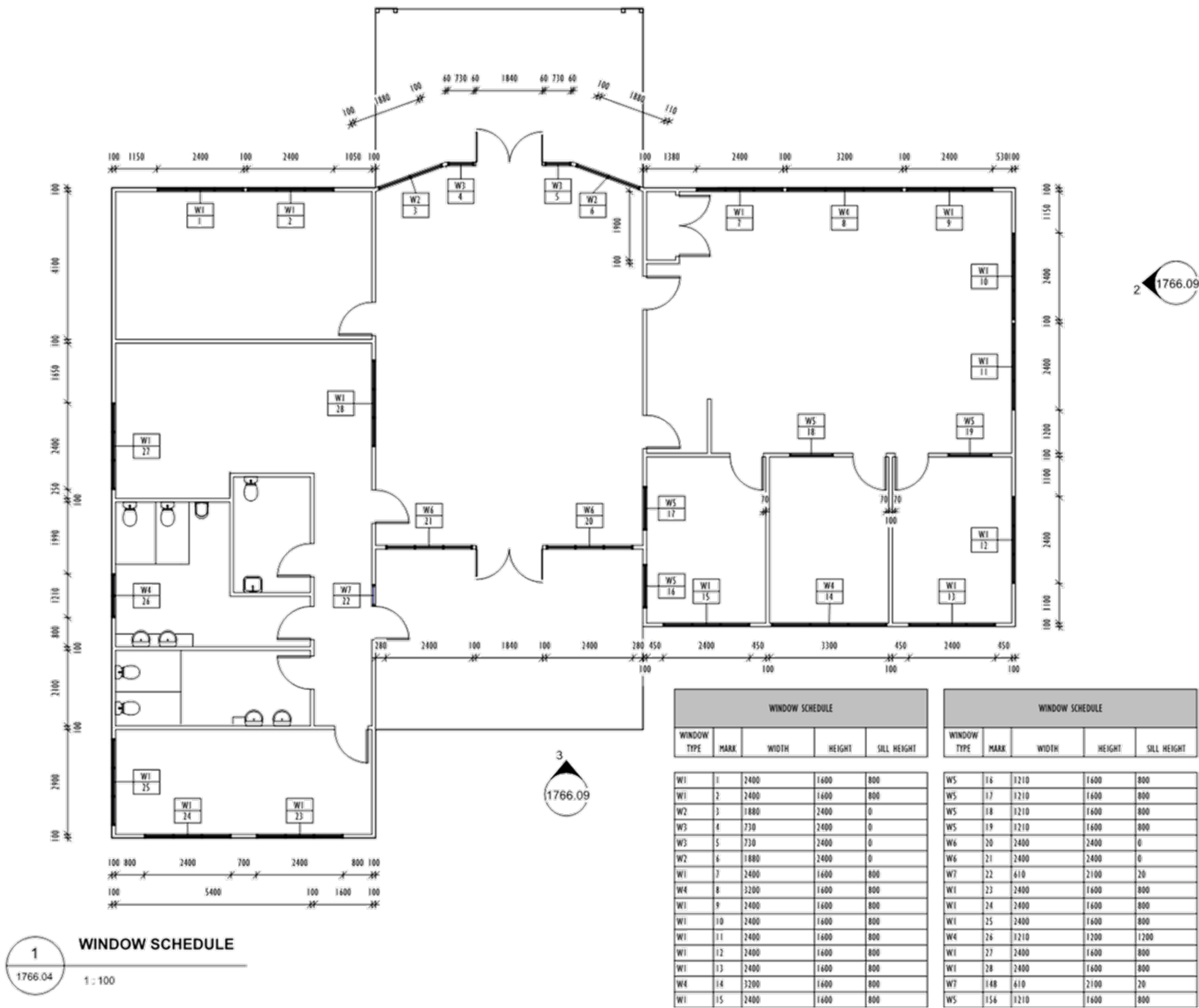
myriad Pty Ltd trading as Myriad Design Unit 2/1055 508 St  
176 Buchanan Street, Cairns QLD 487  
T: 07 4041 7258 F: 07 4052 169  
QBSA 1164381

PROJECT NAME:  
RANGERS CENTRE  
  
PROJECT ADDRESS:  
LOT 17, MAIN ST, MAPOON  
  
CLIENT NAME:  
MAPOON ABORIGINAL SHIRE COUNCIL

DOOR SCHEDULE & DIMENSION  
PLAN

SCALE      1:100 @ A1  
ISSUE DATE      30.11.22

SHEET NUMBER      1766.03



TENDER

REVISIONS		
No.	Description	Date

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DATE: 30.11.22

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P: 07 4041 7258 F: 07 4052 169  
GPO BOX 116438

PROJECT NAME:  
RANGERS CENTRE

PROJECT ADDRESS:  
LOT 17, MAIN ST, MAPOON

CLIENT NAME:  
MAPOON ABORIGINAL SHIRE COUNCIL

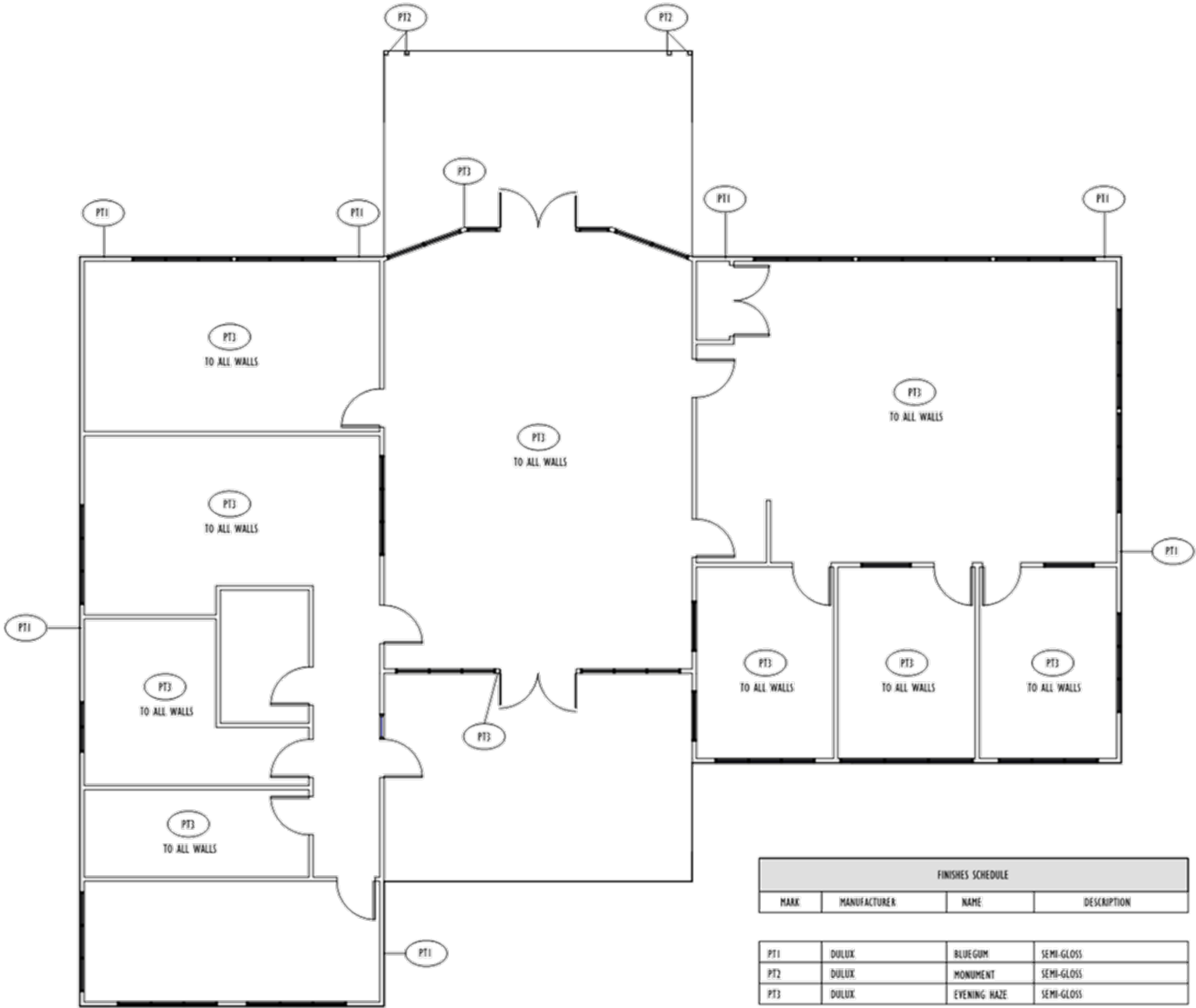
WINDOW SCHEDULE

SCALE  
1:100 @ A1

ISSUE DATE  
30.11.22

SHEET NUMBER

1766.04



FINISHES SCHEDULE			
MARK	MANUFACTURER	NAME	DESCRIPTION
PT1	DULUX	BLUEGUM	SEMI-GLOSS
PT2	DULUX	MONUMENT	SEMI-GLOSS
PT3	DULUX	EVENING HAZE	SEMI-GLOSS

1

1766.05

1 : 100

FINISHES PLAN

TENDER

REVISIONS		
No.	Description	Date

CHECKED BY: STUART JACKSON

DATE: 30/11/22

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176 Buchanan Street, Cairns QLD 487  
07 4041 7258 07 4052 169  
QBSA 1164381

PROJECT NAME:  
RANGERS CENTRE

PROJECT ADDRESS:  
LOT 17, MAIN ST, MAPOON

CLIENT NAME:  
MAPOON ABORIGINAL SHIRE COUNCIL

FINISHES PLAN

SCALE

As indicated @ A3

ISSUE DATE

30/11/22

SHEET NUMBER

1766.05

[illegible]

CHECKED BY: STUART JACKSON      DATE: 30.11.22

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176 buchan street, cairns qld 487  
t: 07 4041 7258 f: 07 4052 169  
QBSA 1164381

PROJECT NAME:  
RANGERS CENTRE

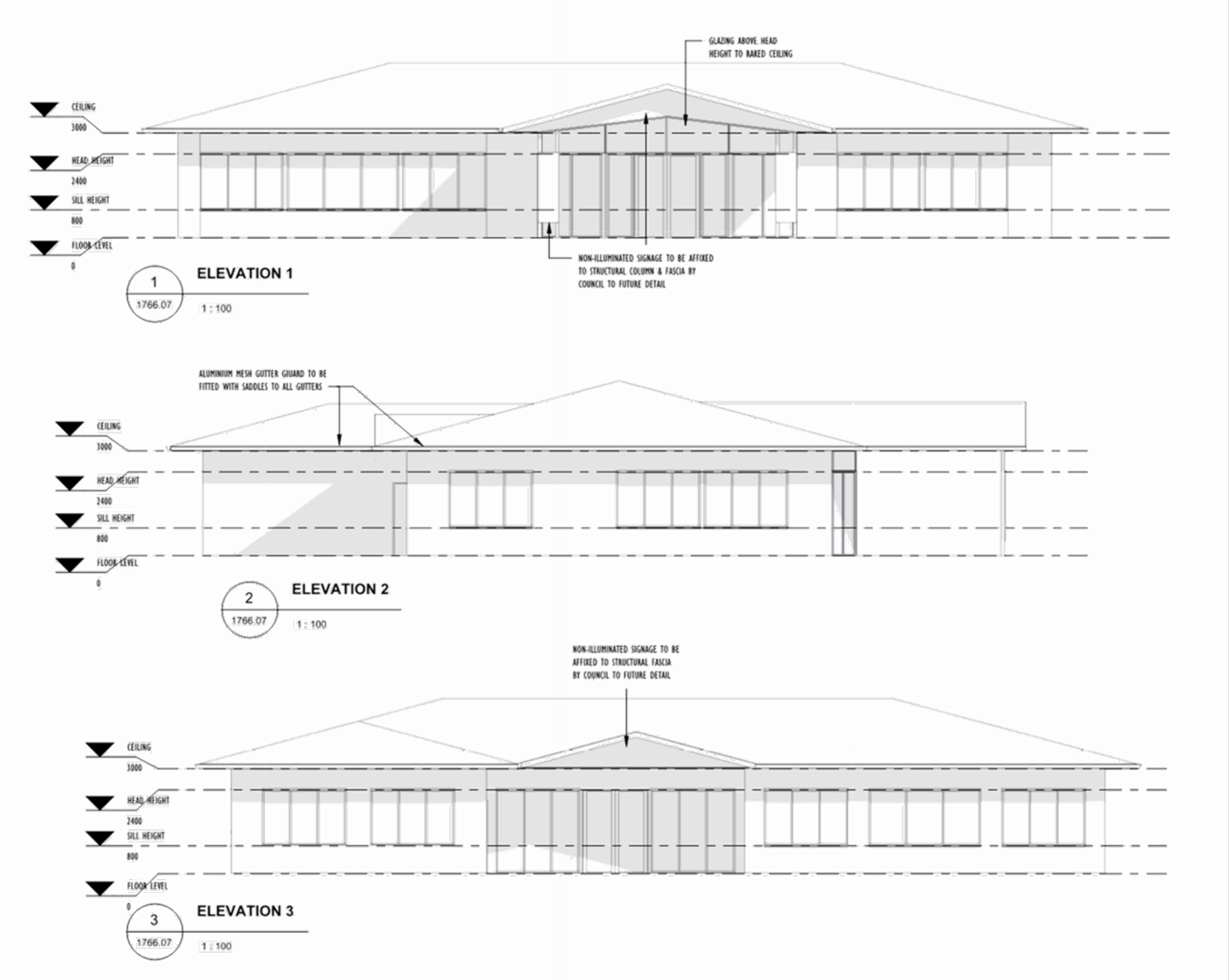
PROJECT ADDRESS:  
LOT 17, MAIN ST. MAPOON

CLIENT NAME  
MAPOON ABORIGINAL SHIRE COUNCIL

### ROOF FRAMING PLAN

SCALE I : 100 @ A3  
ISSUE DATE 30/11/21

SHEET NUMBER 1766.06



TENDER

REVISIONS

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myriad

myriad pay roll trading as myriad design abn 23 055 508 65  
176 buchan street, cairns qld 487  
07 4041 7258 07 4052 169  
GSA 1164381

PROJECT NAME:  
RANGERS CENTRE

PROJECT ADDRESS:  
LOT 17, MAIN ST, MAPOON

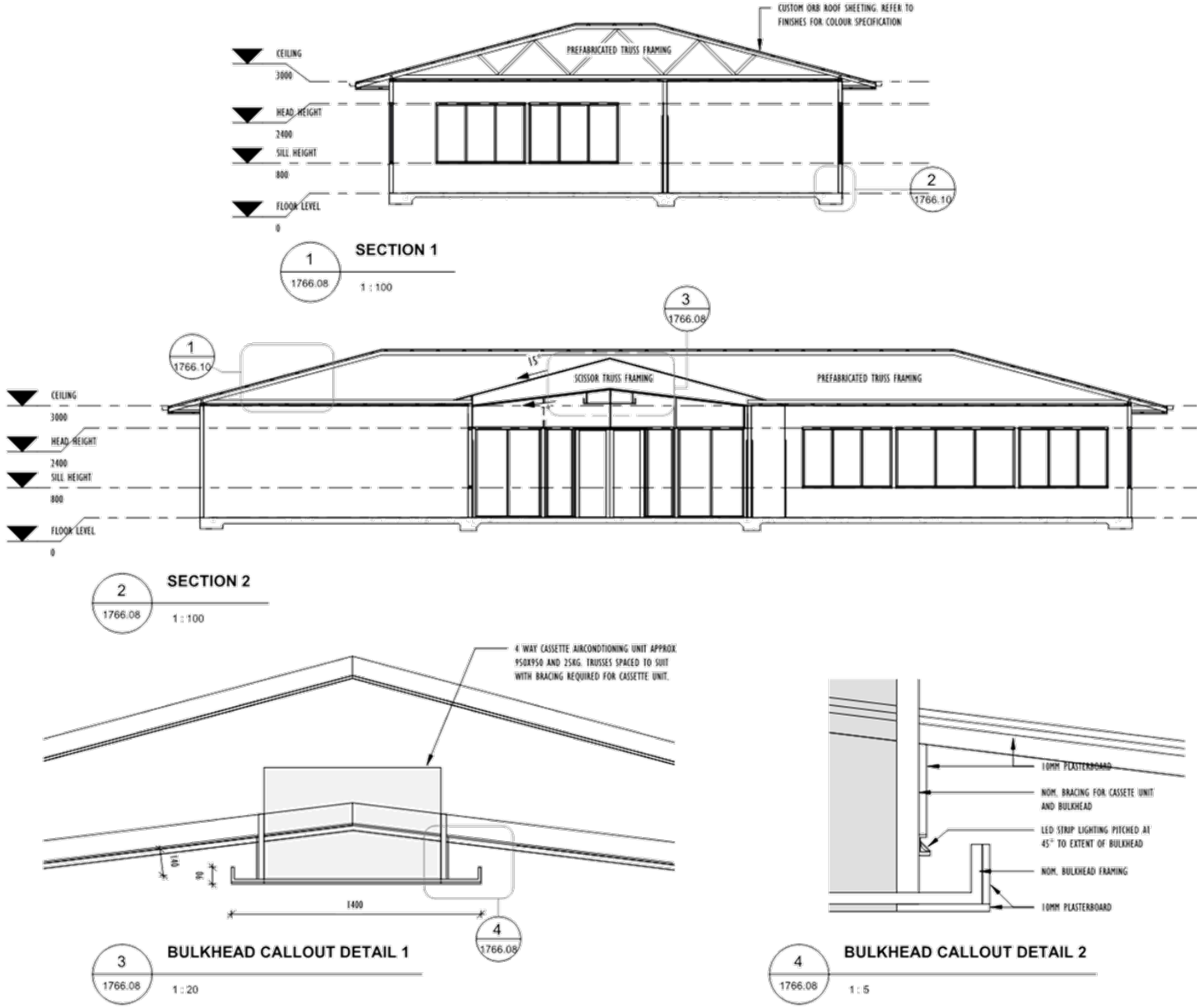
CLIENT NAME:  
MAPOON ABORIGINAL SHIRE COUNCIL

ELEVATIONS/SECTIONS

SCALE 1 : 100 @ A1  
ISSUE DATE 30.11.22

SHEET NUMBER 1766.07

TENDER



REVISIONS:

No.	Description	Date

CHECKED BY: STUART JACKSON      DATE: 30.11.22

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**myriad**

myriad Pty Ltd trading as myriad Design Unit: 237055 508-01  
176 buchan street, cairns qld 487  
t: 07 4041 7258 f: 07 4052 169  
QBSA 1164381

PROJECT NAME:  
RANGERS CENTRE

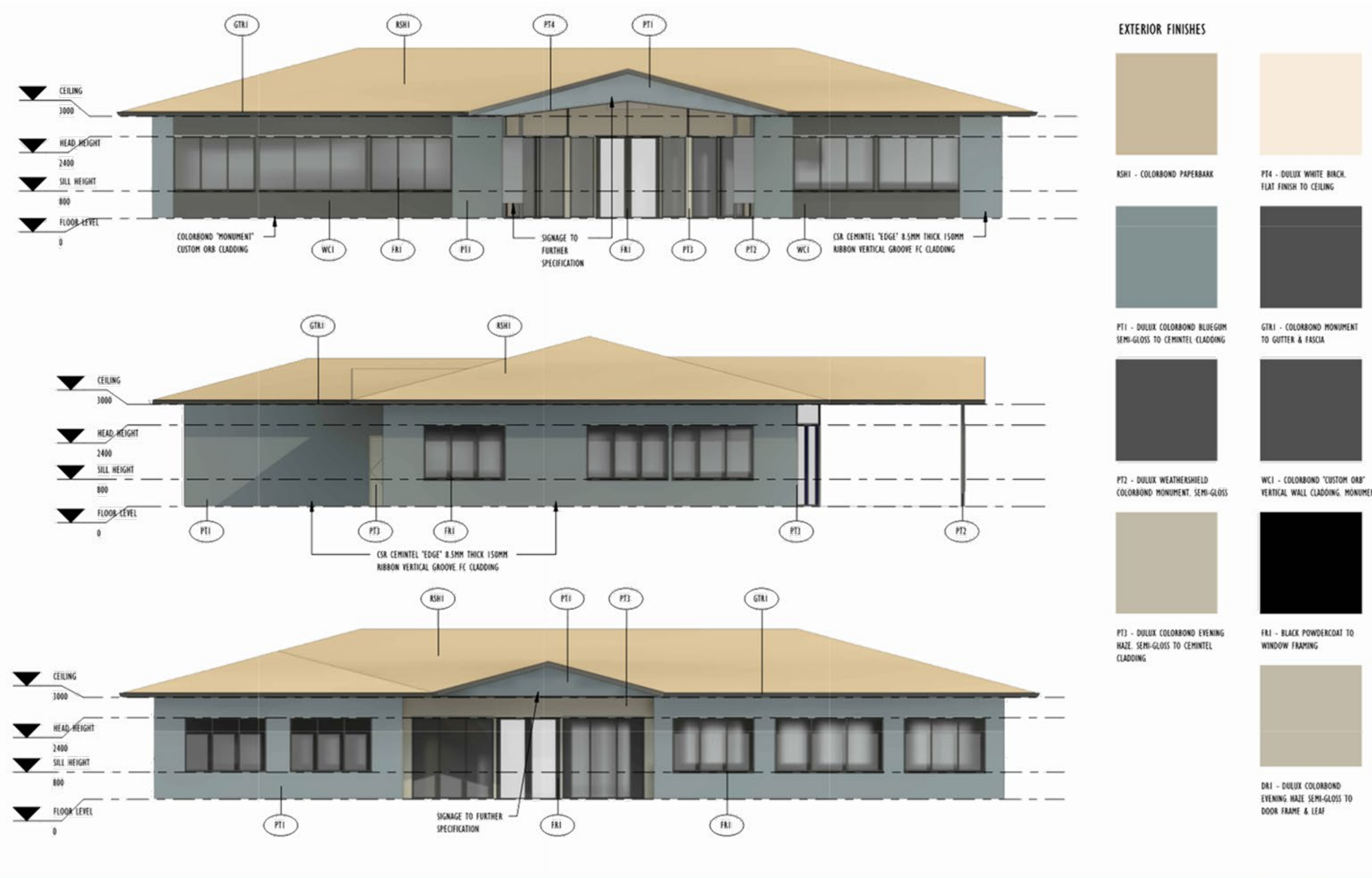
PROJECT ADDRESS:  
LOT 17, MAIN ST, MAPOON

CLIENT NAME:  
MAPOON ABORIGINAL SHIRE COUNCIL

ELEVATIONS/SECTIONS

SCALE: As indicated @ A3  
ISSUE DATE: 30.11.22

SHEET NUMBER: 1766.08

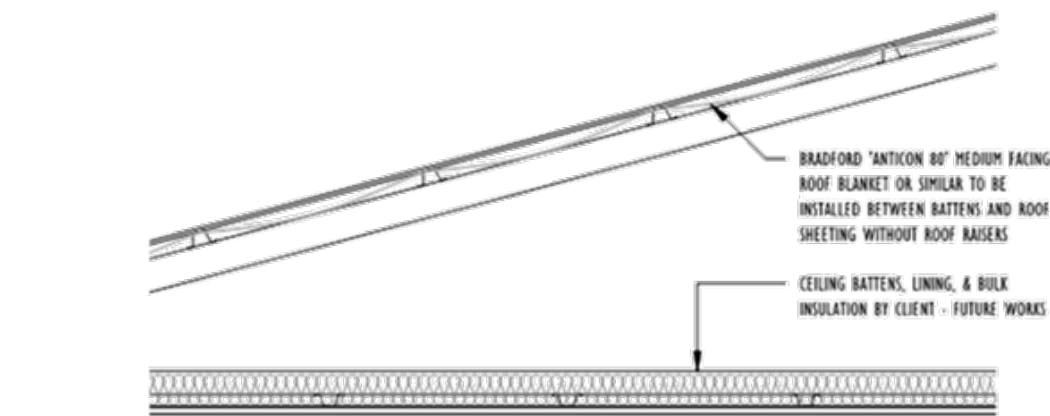


RANGERS CENTRE

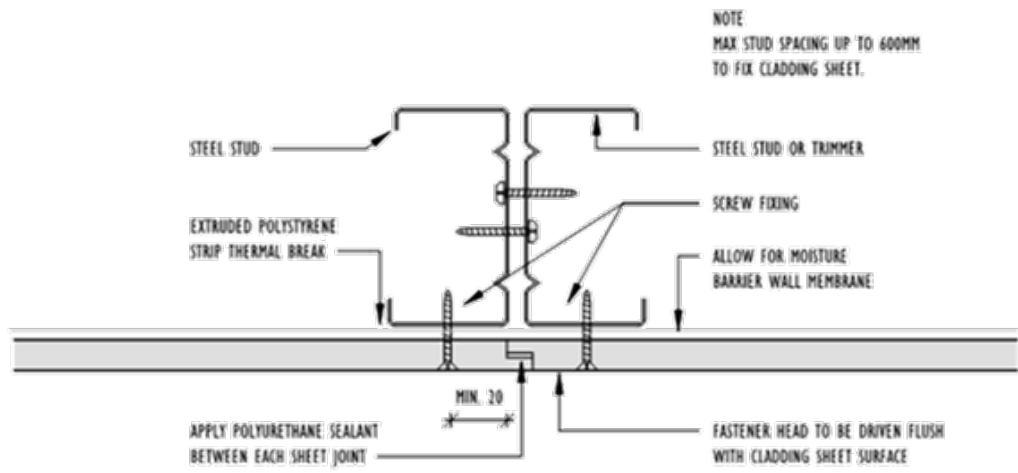
TENDER  
30.11.22



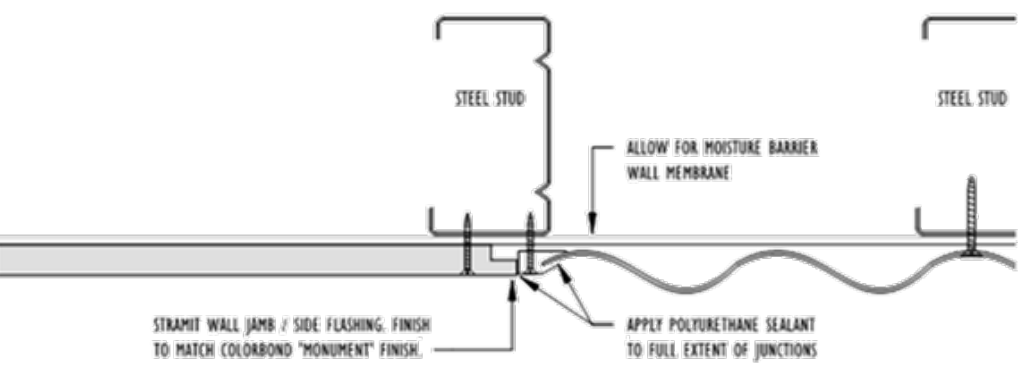
TENDER



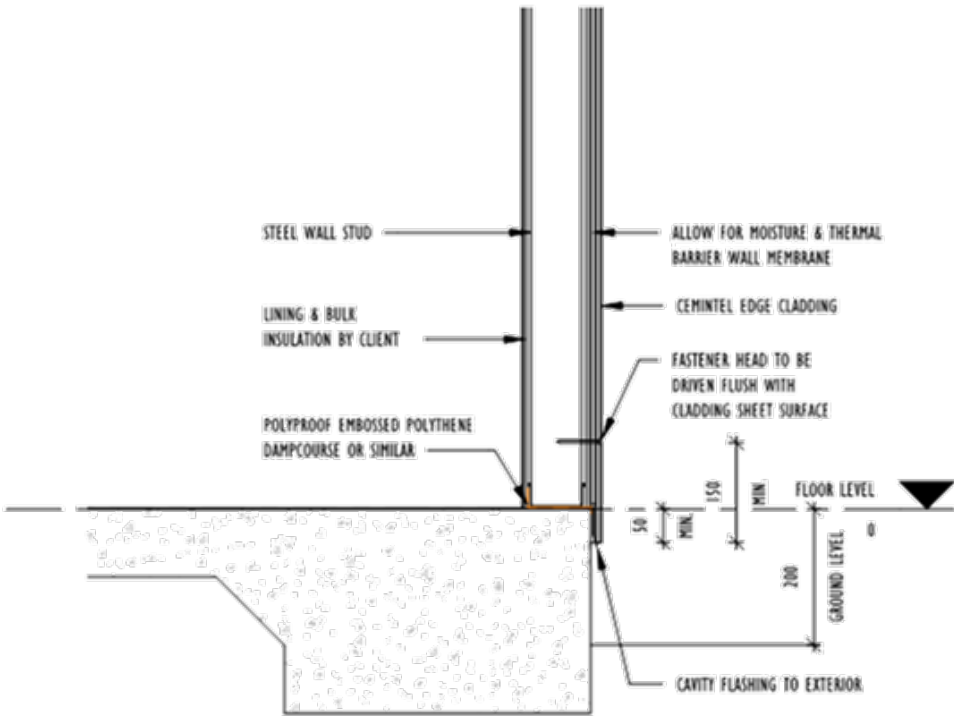
1 ROOF BLANKET DETAIL  
1766.10 1:20



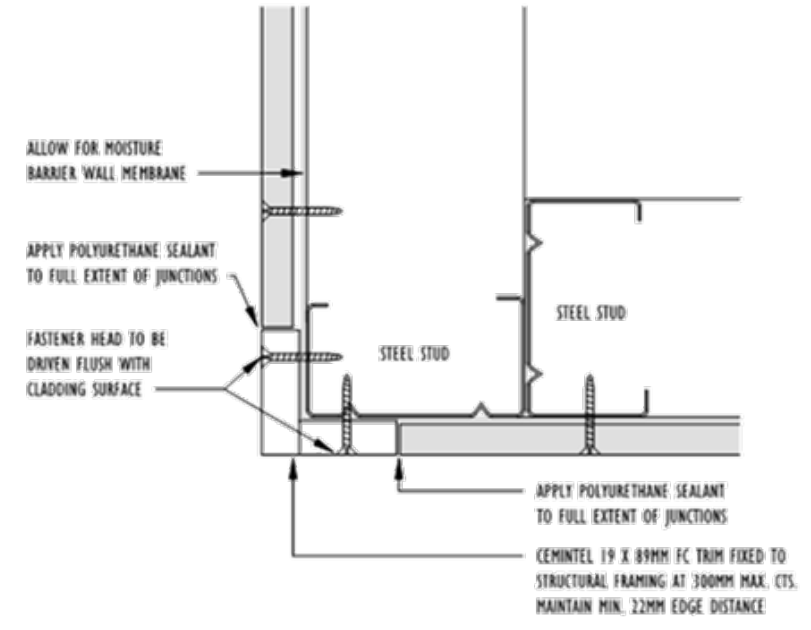
3 FC CLADDING STUD FIXING DETAIL  
1766.10 1:2



4 FC CLADDING TO STEEL SHEETING CONNECTION DETAIL  
1766.10 1:2



2 FC CLADDING FIXING SECTION DETAIL  
1766.10 1:10



5 CLADDING CORNER FC TRIM DETAIL  
1766.10 1:2

REVISIONS

No.	Description	Date

CHECKED BY: STUART JACKSON DATE: 30.11.22

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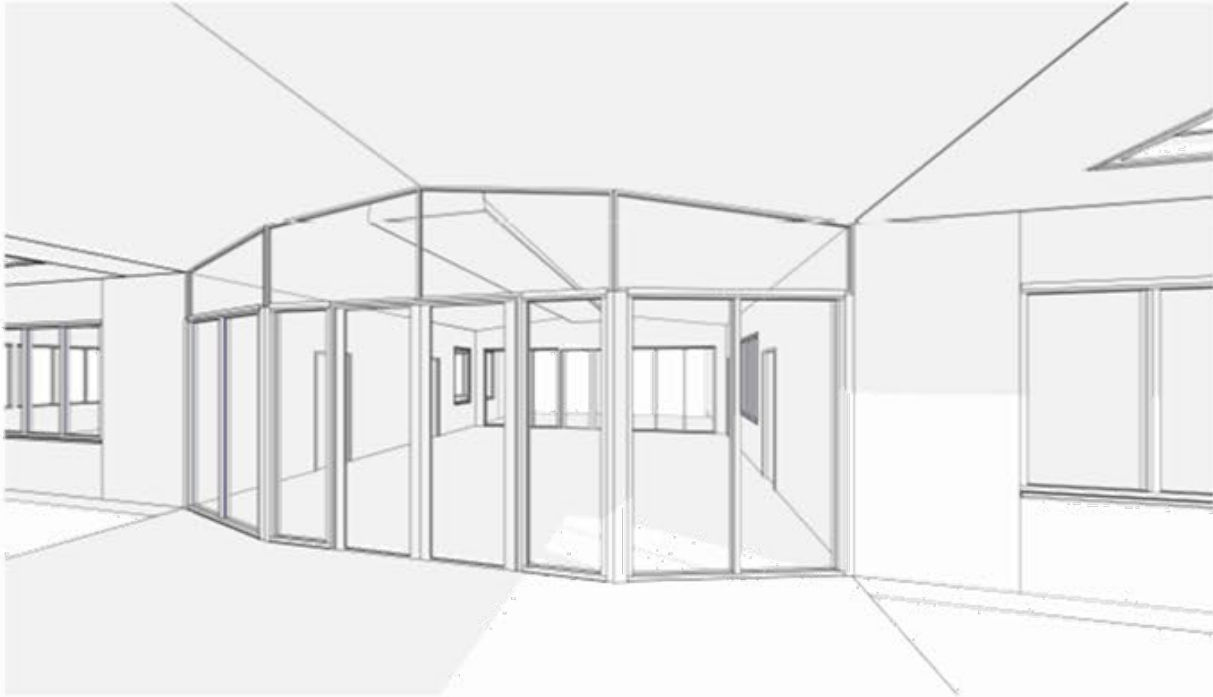
**myriad**  
myriad Pty Ltd trading as myriad Design since 2010 558-01  
176 buchan street, Cairns qld 487  
t: 07 4041 7258 f: 07 4052 169  
QBSA 1164381

PROJECT NAME:  
RANGERS CENTRE  
  
PROJECT ADDRESS:  
LOT 17, MAIN ST, MAPOON  
  
CLIENT NAME:  
MAPOON ABORIGINAL SHIRE COUNCIL

DETAILS

SCALE As indicated @ A3  
ISSUE DATE 30.11.22

SHEET NUMBER 1766.10



EXTERNAL SIGNAGE - LOGO



**RANGERS CENTRE**

TENDER  
30.11.22



**Thomas Smith**

**From:** Silvano Scippa <silvano@sshmq.com.au>  
**Sent:** Tuesday, 2 May 2023 2:30 PM  
**To:** Thomas Smith  
**Cc:** stuart@myriaddesign.com.au  
**Subject:** Response Confirmed for Building and Construction Materials LB298

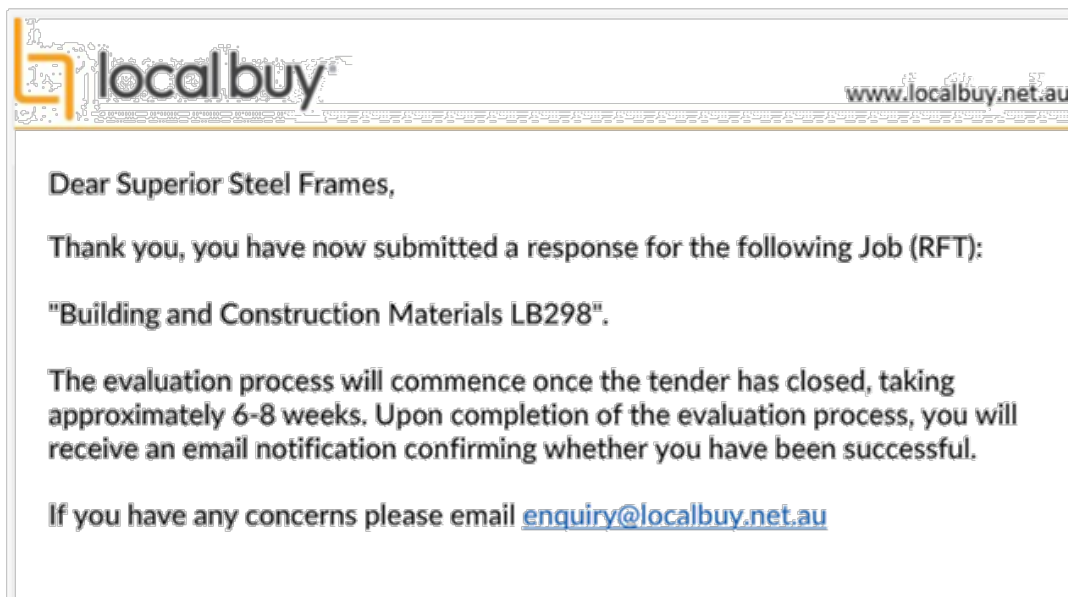
Afternoon Tom,  
 Just letting you know we have now confirmed registration with Local Buy.

Please let me know your thoughts on this when you can. Feel free to call or email in support of this request.

Regards,  
 Silvano Scippa | Sales/General Manager  
 Direct Line: (07) 35 555 868  
[silvano@sshmq.com.au](mailto:silvano@sshmq.com.au) | M: 0499 270 444



**From:** [notifications@apetsoftware.com.au](mailto:notifications@apetsoftware.com.au) [mailto:[notifications@apetsoftware.com.au](mailto:notifications@apetsoftware.com.au)]  
**Sent:** Tuesday, 2 May 2023 2:09 PM  
**To:** [info@sshmq.com.au](mailto:info@sshmq.com.au)  
**Subject:** Response Confirmed for Building and Construction Materials LB298



Kind Regards,  
Local Buy Pty Ltd

260 - Quote and Tender Evaluation Software is developed and supported by [simplylogical.net](https://www.simplylogical.net) (84 099 636 709) in Ngunnawal Country, Canberra.

For technical support, please email [support@simplylogical.net](mailto:support@simplylogical.net)

For questions about a specific request (e.g. for tender), please use the Contact Request Manager feature (if available) or check the request's supporting documents.

Please do not reply to this message.



**Thomas Smith**

**From:** Silvano Sclipa <silvano@sshq.com.au>  
**Sent:** Tuesday, 2 May 2023 2:30 PM  
**To:** Thomas Smith  
**Cc:** stuart@myriaddesign.com.au  
**Subject:** Response Confirmed for Building and Construction Materials LB298

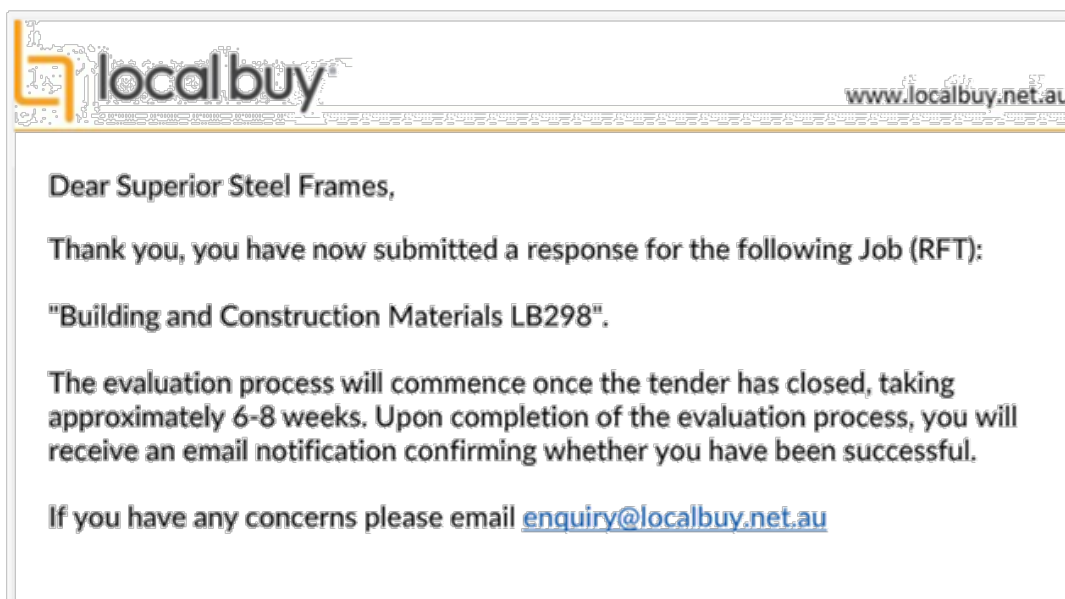
Afternoon Tom,  
 Just letting you know we have now confirmed registration with Local Buy.

Please let me know your thoughts on this when you can. Feel free to call or email in support of this request.

Regards,  
 Silvano Sclipa | Sales/General Manager  
 Direct Line: (07) 35 555 868  
[silvano@sshq.com.au](mailto:silvano@sshq.com.au) | M: 0499 270 444



**From:** [notifications@apetsoftware.com.au](mailto:notifications@apetsoftware.com.au) [mailto:[notifications@apetsoftware.com.au](mailto:notifications@apetsoftware.com.au)]  
**Sent:** Tuesday, 2 May 2023 2:09 PM  
**To:** [info@sshq.com.au](mailto:info@sshq.com.au)  
**Subject:** Response Confirmed for Building and Construction Materials LB298



Kind Regards,  
Local Buy Pty Ltd

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For questions about a specific request (e.g. for tender), please use the Contact Request Manager feature (if available) or check the request's supporting documents.

Please do not reply to this message.



lot 17 Main St Mapoon - Job # Rangers

5/05/2023

**Superior Steel Homes NQ****Flory's Homes Pty Ltd**

ABN: 20114857493

Lic #: 1097802

Phone: (07) 4095 4008

Email: info@sshnq.com.au

Web: www.sshnq.com.au



## Quotation

(Valid for 30 days)

**Job #: Rangers**

Client	Site Details
<b>Name:</b> Mapoon Aboriginal Shire Council <b>Address:</b> lot 17 Main St Mapoon QLD <b>Mobile:</b> 0459 878 698 <b>Email:</b> CEO@mapoon.qld.gov.au	<b>Address:</b> lot 17 Main St Mapoon QLD
	<b>Scope of Works</b> C3 Cyclone Category Supply and delivery of a Lockup Stage kit as per the prelim Plans.  Items NOT included, Any internal fitout, Any external perimeter architraves around windows and doors.
	<b>Time Frame</b> <b>Start Date:</b> To Be Confirmed <b>Finish Date:</b> To Be Confirmed

Client  
Initials

Page FP-1

lot 17 Main St Mapoon - Job # Rangers

5/05/2023



We have pleasure in submitting the following documentation outlining the proposed works.  
Please read all documentation carefully and forward any questions or changes for review.

<b>Total</b> (ex. GST)	\$	259,988.95
GST	\$	25,998.89
<b>Total</b> (inc. GST)	\$	285,987.84

## Acceptance

The combined signing of this document constitutes an agreement between both parties which includes all documentation, terms, conditions, and prices mentioned herein.

--- Between ---

### Client 1

Print Name	<input type="text"/>	Initials	<input type="text"/>
Signed	<input type="text"/>	Dated	<input type="text" value="/"/> <input type="text" value="/ 2023"/>

### Client 2 (if applicable)

Print Name	<input type="text"/>	Initials	<input type="text"/>
Signed	<input type="text"/>	Dated	<input type="text" value="/"/> <input type="text" value="/ 2023"/>

--- And ---

### Authorised Representative of Superior Steel Homes NQ

Print Name	<input type="text"/>	Position	<input type="text"/>
Signed	<input type="text"/>	Dated	<input type="text" value="/"/> <input type="text" value="/ 2023"/>

Client  
Initials

Page FP-2

## Terms of Trade

SSHQ will endeavour to supply the Lockup kit inclusions within a time period of 4 months from the signing of the Quotation.

Should this timeline need to be extended due to any of the following factors listed below, then SSHQ reserves the right to charge a variation for any additional costs that may occur due to price rises of materials.

- The client not responding to, or supplying the relevant information in a timely manner in order for SSHQ to complete its logistical processes.
- The client requests to alter the process due to finance concerns, site accessibility, weather events or similar circumstances.

### 1. PARTIES' OBLIGATIONS

The Supplier must deliver the Goods stated in Item 2 in accordance with this contract. The

Purchaser must pay the Supplier the Price stated in Item 3 in accordance with this contract.

### 2. DELIVERY

The Goods must be delivered to the Site by the Delivery Date stated in Item 4.

### 3. CONDITION OF GOODS

The Goods will be new unless stated expressly to the contrary in Item 2. The Goods will also be of merchantable quality.

### 4. PRICE

The Price set out in Item 3 is exclusive of GST and inclusive of all other taxes, duties and charges (such as packing, crating, loading, delivery and insurance).

The Purchaser is responsible for obtaining and paying for all licenses, permits and authorities to enable performance of this contract.

### 5. PAYMENT

#### 5.1 Progress payment claim

The Supplier will deliver to the Purchaser a progress claim at the time specified Item 6.

The progress claim may state the following:

- (a) the Purchaser's contract number/reference number;
- (b) a description of the Goods supplied in accordance with this contract;
- (c) the quantity of the Goods delivered (and unit price if applicable);
- (d) the Delivery Date, Site and delivery docket number; and
- (e) the total invoice amount and applicable GST.

#### 5.2 Unfixed plant and materials

Unless otherwise provided in the contract, the Purchaser shall not be liable to pay for Goods not supplied unless the Supplier satisfies the Purchaser (acting reasonably) that the Goods have been paid for, properly stored and protected, and labelled the property of the Purchaser.

#### 5.3 Final payment claim

Once the Supplier has complied with its obligations under this contract, it will deliver to the Purchaser a claim endorsed 'final payment claim', being the final progress claim specifying all money outstanding under the contract.

#### 5.4 Certification

The Purchaser shall certify in writing to the Supplier the amount payable in respect of each progress claim within 10 business days after receipt of the progress claim.

#### 5.5 Time for payment

The Purchaser shall pay the Supplier the amount certified for payment within 15 business days of receipt of the progress claim.

### 6. ASSIGNMENT AND SUBCONTRACTING

The Supplier may transfer, assign or otherwise deal with any or all of its rights, benefits and obligations under this contract at any time and to any party that is capable of meeting the Supplier's obligations under this contract.

### 7. WARRANTIES

(a) The Purchaser indemnifies the Supplier against all actions, claims, demands and proceedings against the Supplier by any other person, and all costs, expenses, losses, damages and other liabilities suffered or incurred by the Supplier, arising from any breach of this contract by the Purchaser.

(b) The Supplier warrants that any fees, duties or costs associated with the use of patents, copyright, trade marks, registered designs or other intellectual property rights in the manufacture and supply of the Goods have been paid by the Supplier and further payment remains the responsibility of the Supplier.

(c) The Purchaser's indemnification of the Supplier will be proportionally reduced to the extent that an act or omission by the Supplier contributed to the loss, damage, injury or expense which the Purchaser is required to indemnify the Supplier against under this clause 7.

### 8. TERMINATION

#### 8.1 Supplier's right to terminate

The Supplier may terminate this contract by giving 7 days written notice to the Purchaser if:

- (a) the Purchaser fails to pay the Price in accordance with this contract;
- (b) the Purchaser indicates it is unwilling or unable to satisfy its obligations under this contract;
- (c) the Purchaser breaches any other term of this contract and fails to remedy such breach within 7 days of receiving written notice of that breach; or

Client  
Initials

--

Page FP-3

lot 17 Main St Mapoon - Job # Rangers

5/05/2023

(d) the Purchaser commits or experiences an insolvency event (including, but not limited to: bankruptcy; appointment of a receiver, liquidator or administrator; entry into a deed of company arrangement; is unable to pay its debts when they fall due).

The Supplier may recover any damages or costs it suffers as a result of the termination, without prejudice to its rights and remedies under this contract or otherwise at law.

#### 8.2 Remedies

The Purchaser is liable to the Supplier for any expenses incurred by the Supplier in connection with the recovery of the unpaid part of the Price.

#### 9. TITLE AND RISK

(a) The Purchaser will:

- (i) have title to the Goods when the Purchaser pays for those Goods; and
- (ii) bear risk in the Goods when the Purchaser takes delivery of those Goods at the Site.

(b) The Supplier warrants that:

- (i) it has complete ownership of the Goods free of any liens, charges and encumbrances and that it sells the Goods to the Purchaser on that basis; and

- (ii) the Purchaser will be entitled to clear title to and complete and quiet possession of the Goods upon payment for them.

#### 10. ENTIRE AGREEMENT

This contract constitutes the entire agreement between the parties as to the subject matter of this contract. This contract supersedes any prior commercial dealings, customs, practices, conduct or communications between the parties with respect to the subject matter of this contract.

#### 11. LAW

This contract will be governed by and construed with reference to the laws of Queensland.

The parties unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland and Australia.

#### 12. PERSONAL PROPERTY SECURITY

(a) In this clause 12 'financing statement', 'financing change statement', 'security agreement' and 'security interest' have the meanings given to those terms by the PPSA.

(b) The Purchaser acknowledges and agrees that:

- (i) this document constitutes a security agreement for the purposes of the PPSA; and
- (ii) the rights and obligations under this document create a security interest in the Goods in favour of the Supplier;

(iii) the rights and obligations under this document create a security interest in all present and after acquired property of the Purchaser to secure payment of all monies owing by the Purchaser to the Supplier from time to time under this document; and

(iv) this document creates a security interest in the proceeds of sale of all present and after acquired property of the Purchaser to secure payment of all monies owing by the Purchaser to the Supplier from time to time under this document.

(c) The Purchaser undertakes to:

- (i) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Supplier may reasonably require to:

(A) promptly register a financing statement or financing change statement in relation to a security interest on the PPS Register and otherwise do all things necessary and required by the Supplier to ensure that any security interest registered by the Supplier is a perfected security interest under the PPSA;

(B) promptly register any document on any register reasonably necessary to secure the Supplier's interest under this document;

(C) promptly register any other document required to be registered under the PPSA; or

(D) promptly correct a defect in a statement referred to in paragraphs (c)(i) to (c)(iv) above;

(E) indemnify, and upon demand reimburse, the Supplier for all expenses incurred in registering a financing statement or financing change statement on the PPS Register or releasing any personal property that is the subject of a security interest;

(ii) not make an amendment demand in respect of a security interest, apply to the Registrar to register a financing change statement in respect of a security interest, without the prior written consent of the Supplier; and

(iii) not to register, or permit to be registered, a financing statement or a financing change statement in relation to the personal property of the Purchaser in favour of a third party without the prior written consent of the Supplier; and

(iv) to immediately advise the Supplier of any material change in its business practices which may result in a change in the use of the Purchaser's personal property.

(d) The Supplier and the Purchaser agree that sections 96 and 125 of the PPSA do not apply to the security interest created by this document.

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lot 17 Main St Mapoon - Job # Rangers

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(e) The Purchaser hereby waives its rights to receive notices, information or statements (as the case may be) under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

(f) The Purchaser waives its rights as a grantor and/or a charge or under sections 142 and 143 of the PPSA.

(g) Unless otherwise agreed to in writing by the Supplier, the Purchaser waives its right to receive a verification statement in accordance with section 157 of the PPSA.

(h) The Purchaser unconditionally ratifies any actions taken by the Supplier under clauses 12(c) to 12(e).

(i) The Purchaser irrevocably appoints the Supplier to be its attorney to do such acts and execute such documents as the Purchaser could personally do or execute (including the appointment of a substitute attorney) which in the opinion of the Supplier (acting reasonably) is necessary or expedient to give effect to any right, power or remedy conferred on the Supplier by this document or the PPSA and to give effect to the matters contemplated by this document.

(j) The provisions of this clause 12 will survive termination of this document or any other agreement between the Supplier and the Purchaser, for whatever reason.

### 13. DEFINITIONS

In this contract:

contract means this supply contract, the terms and conditions, Item 7 Special conditions and any other schedules, annexures and attachments;

Delivery Date means the date specified in Item 4 when the Goods are to be delivered by the Supplier;

Goods means the materials and items the subject of this contract;

Item means an item in the Supply Contract;

Price means the amount set out in Item 3 which is exclusive of GST but inclusive of all other costs and charges;

PPSA means the Personal Property Securities Act 2009 (Cth) and where applicable includes all regulations made pursuant to it;

PPS Register means the Personal Property Securities Register established under the PPSA.

Purchaser means the purchaser named in Item 1;

Schedule 1 means the schedule to this contract containing details of the transaction between the parties;

Site means the place specified in Item 5 where the Goods are to be delivered by the Supplier;

Supplier means the supplier named in Item 1.

"FRAUD ALERT: There has been an increasing occurrence of fraudsters intercepting emails and inserting their bank account details in place of the intended account details. We will never send changes to bank account details or request sensitive information by email. If you receive any email of this nature, phone (do not email) our office immediately."

Account Name: FLORY'S HOMES PTY LTD

BSB: 034 160

Account Number: 312 623

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## Cost Schedule

Code	Work Groups	Unit	Total (inc. GST)
<b>10</b>	<b>Preliminaries</b>		
	<b>Job Design</b>		
1	Design & Drafting - Construction Plans - Fees - Standard	each	
5	Engineer - Fees - Certification of Structural Design (Complex)	each	
8	Form 15 for Walls	each	
9	Form 15 for Trusses	each	
16	Wall Design ( Workshop Drawings for in house use )	each	
17	Truss Design ( Workshop Drawings for in house use )	each	
18	Structural Steel Design ( Workshop Drawings for in house use )	each	
20	Incidentals	Allowance	
<b>20</b>	<b>Steel Wall Frames</b>		
	<b>0.95 BMT x 90mm Wide Wall Frames (No Tie Downs)</b>		
58	0.95 Walls Frames up to 900mm High @ 450 max centres...Aircon Bulkhead	Lm	
66	0.95 Walls Frames up to 2950mm High @ 450 max centres, 1 row of nogs	Lm	
71	Total L/m of Walls	Lm	
72	0.95 Wall Frame per m2 ( Gable Ends )	m2	
76	0.95 Extra Studs for wall cladding...axon 1200 centre joins	Lm	
82	0.95 Window Opening Up to 2.1m Wide	each	
83	0.95 Door Opening Up to 2.7m Wide	each	
87	0.95 L Brace up to 3m (2.8kN)	each	
91	0.95 BMT Total L/m	Lm	
	<b>Wall Accessories</b>		
130	Frame Screws - M6 Needle Point Frame Screws	each	
131	110mm Plastic Dampcourse 30m roll	Roll	
132	Installation Frame Screws - M6x25 Zip	each	
	<b>Bracing</b>		
133	50 x 1.2 Strap Bracing (2.7x2.7m) (11.2kN)	each	
139	Brace wall to Ceiling diaphragm connection	each	
140	90x90 SHS Welded Brace Panel	each	
141	Total Number of brace panels	each	
	<b>Tie Downs</b>		
142	External Wall Frame Tie down to Concrete Slab	Lm	
143	Internal Load bearing Tie Down to Concrete Slab	Lm	
148	Bracing Wall Tie Down to Concrete Slab	each	
152	Internal Non-Load Bearing, Non-brace wall Tie down to Slab	each	
	<b>Working</b>		
155	M-12 x 100mm long Galv Screw Bolts	each	
159	75 x 75 x 4mm Holdown Washer	each	
163	50mm Strap brace Bracket	each	
164	Strap Brace Tensioner	each	
167	SHS - 89x89x2.0mm (Brace Panel)	Lm	
168	Truss Nogging	Lm	
<b>30</b>	<b>Steel Roof Trusses</b>		
1	0.75 BMT Truss Material	Lm	
2	0.95 BMT Truss Material	Lm	
3	1.15 BMT Truss Material	Lm	
13	Truss Node Connection	each	
15	15° Pitch Steel Gable roof Trusses from 9.0m to 12m span	m2	
18	Hip Trusses per L/m	Lm	

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lot 17 Main St Mapoon - Job # Rangers

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Code	Work Groups	Unit	Total (inc. GST)
19	Valley Trusses Per L/m	Lm	
21	0.95 BMT Total Truss Material L/m	Lm	
	<b>Overhangs</b>		
25	900mm Truss Overhang	Lm	
28	600mm Gable Overhang Panel	Lm	
	<b>Roof Framing Accessories</b>		
34	30x1 Roof Strap bracing 30m roll	each	
36	Truss Tie Downs from 6.0 to 9.0m span	Lm	
37	Truss Tie Down From 9.0 to 12.0m span	Lm	
41	Man Hole Frame	Lm	
42	Trimmer Angle for gable ends	Lm	
43	TS 40mm Roof battens for Hip Roof up to 25° pitch + for C3	m2	
46	TS 22mm Ceiling battens to internal ceiling area	m2	
48	Extra Celing battens for Raking Ceiling	In	
49	40mm Ceiling Batten to external ceiling area	m2	
51	40mm Ceiling Battens to 600mm Soffit	Lm	
52	40mm Ceiling Batten to 900mm Soffit	Lm	
	<b>Working</b>		
55	Hip Brackets	Lm	
56	Truss tie Down 90x50 L Bracket	each	
58	Tie Down - Screws - M6x25 Zip	each	
59	Tie Down - Bolts - M12x30 Purlin Bolt Zinc	each	
60	Tie Down - 50x3 washer -	each	
62	Extra Srews in wall frame (option 3) - 10-16x16 Flat Top Tek Screws	each	
63	Extra Srews in wall frame (option 4) - 10-16x16 Flat Top Tek Screws	each	
64	Extra Srews in wall frame (option 4) - M6 Needle Point Frame Screws	each	
65	Extra Wall Material (Option 4)	Lm	
66	Roof Bracing Screws - M6x25 Zip	each	
67	TS 40mm Roof battens for Hip Roof up to 25° pitch	In	
68	Screws - M6x25 Zip for Hip Roof Battens	each	
73	TS 22mm Ceiling Battens	In	
74	Screws - 10-16x16 Hex Head Tek Screws for Ceiling Battens	each	
78	40mm Colourbond Ceiling Battens - 40mm Ceiling Battens - 6.1m (40x0.55mm Colorbond)	In	
<b>40</b>	<b>Structural Steel</b>		
	<b>Posts 90 x 90 (SHS)</b>		
25	Supagal - 89 x 89 x 3.5mm Posts - 3000mm long	each	
27	Supagal - 89 x 89 x 3.5mm Posts - 3600mm long	each	
36	<b>Total Number of 90 x 90 Posts</b>		
37	Total L/m of 89 x 89 x 3.5mm SHS = 89x89x3.5mm	Lm	
	<b>Posts 100 x 100 (SHS)</b>		
46	Supagal - 100 x 100 x 4.0mm Posts - 3600mm long	each	
55	<b>Total Number of 100 x 100 Posts</b>		
56	Total L/m of 100 x 100 x 4.0mm SHS = 100x100x4.0mm Hot Dip Gal	Lm	
	<b>Post Bottom Type</b>		
58	130 x 130 x 5mm Base Plate	each	
	<b>RHS Beams</b>		
68	Supaga RHS - 200 x 100 x 4mm	Lm	
	<b>PFC - Parallel Flange Channel</b>		
73	PFC - 250 x 90mm	Lm	
77	PFC - Holes	each	
	<b>Lintels</b>		
80	SHS - 89x89x3.5mm	Lm	
81	2/89x89x2.0mm SHS stiched welded together	Lm	
	<b>Cleats &amp; Caps</b>		
88	End Caps	each	
	<b>Miscellaneous</b>		

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Code	Work Groups	Unit	Total (inc. GST)
104	Hot Dipped Galvanising	kg	
	<b>Working</b>		
111	Duragal Flat - 75x4.0mm	Lm	
<b>100</b>	<b>Roofing, Fascia &amp; Gutter</b>		
	<b>Roof Area</b>		
5	Gable or Hip Coverage Area	m2	
6	Gable or Hip roof up to 25°	m2	
	<b>Metal Roofing (m2 Rates)</b>		
9	Custom Orb - 0.42bmt - 762 Cover - Colorbond	m2	
	<b>Valley Gutter</b>		
13	Valley - 500 Girth - 5 Bend Valley Flashing	Lm	
	<b>Ridge Capping</b>		
14	Colorbond Roll Top Ridge Capping	Lm	
	<b>Hip Ridge Capping</b>		
16	Colorbond Roll Top Ridge Capping	Lm	
	<b>Barge &amp; Flashings</b>		
18	Barge Capping - Fast Fit 125 Colorbond	Lm	
	<b>Fascia</b>		
24	Colorbond Fascia	Lm	
26	Fascia - Rafter Bracket Brackets	each	
27	Fascia - Fascia Joiner	each	
	<b>Gutter</b>		
28	GUTTER FASTFIT 125 SLOTTED COLORBOND	Lm	
	<b>Gutter Brackets</b>		
38	BRACKET GUTTER 125 FASTFIT CONCEALED	EA	
	<b>Gutter Guard</b>		
44	GUTTER GUARD	Lm	
	<b>Stop Ends</b>		
45	STOP END FASTFIT 125 GUTTER	ea	
	<b>Downpipes</b>		
51	90mm PVC Stormwater Pipe	Ln	
52	90° PVC Bend - Accessories - 90mm 90° Bend	each	
53	45° PVC Bend - Accessories - 90mm 45° Bend	each	
54	90mm Downpipe Stand Off Saddles and Clips	each	
55	90mm Round Zincalume Downpipe Drop	each	
	<b>Insulation</b>		
57	80mm Permastop Tropical Blanket roof insulation - Insulation = PERMASTOP TROPICAL DOUBLE SIDED R1.4 1200MM X 60MM 18M2 910239 FLETCHERS	rl	
	<b>Screws</b>		
59	M6-11 X 50 Class 4 Roof Zips - Screws - cyclone assemblies	bx	
60	Fascia & Gutter bracket screws	each	
	<b>Rivets</b>		
61	Rivets - 1/8 Colorbond	1000/Box	
	<b>Touch-Up Paint</b>		
62	Touch-Up Aerosol Colorbond	150g	
63	Mineral fire retardant wool to gutter and ridge lines	Quoted	
	<b>Silicone</b>		
64	Silicone Roof & Gutter Translucent	310g	
<b>130</b>	<b>Flashings</b>		
1	Flashings to cover the structural steel at front and back entrys	Lm	
16	Vertical Colorbond Vermin Starter Flashing (Colorbond)	Lm	

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Code	Work Groups	Unit	Total (inc. GST)
20	Gable end to Patio Soffit Flashing (Colorbond)	Lm	
23	75mm Insulation Foil Tape ( 50 lm )	ea	
	<b>James Hardie</b>		
25	Hardies 2 Piece Aluminium Corners 3.0M	ea	
	<b>Working</b>		
31	Pine FJ - DAR - PINE F/JOINT 66 X 11 HALF SPLAYED H3 PRIMED 5.4M PINETRIM XT	ln	
<b>140</b>	<b>Windows &amp; Doors - Aluminium</b>		
1	Quoted by: fairview Glass IO 485	Quoted	
2	Quoted by: Hood Flashings....10 x 6000	Quoted	
	<b>Inclusions</b>		
4	Standard Powdercoated frame	each	
6	Grey Glass	each	
11	Crimesafe screens to windows	each	
21	Crimesafe screens to external swing doors	each	
22	Aluminium Door Frame to Suit Timber Door	each	
<b>160</b>	<b>Cladding - Scyon Axon</b>		
	<b>Board Sizes</b>		
7	Coverage Area - 1200 x 3000mm	m2	
10	AXON CLADDING GRAINED 3000 X 1200 X 9MM GRAINED	sh	
13	Total Area	m2	
	<b>Fixings &amp; Sealer</b>		
14	Hardie Drive 41mm Box of 1000	box	
15	Scyon Axon - 5mm EPDM foam back sealing tape	25m Roll	
16	Sealant - James Hardie Joint	300ml	
	<b>Insulation</b>		
17	HARDIEBREAK THERMAL STRIP 43X12X2750MM	each	
18	SISALATION WALL TUFFWRAP 497 NON BREATHER CHC 60M X 1350MM	rl	
20	Accessory - Insulation Tape	ea	
<b>230</b>	<b>Cladding - Custom Orb</b>		
	<b>Custom Orb</b>		
10	Colorbond Custom Orb - 0.42bmt ( max sheet length 7.6m otherwise semi is required)	m2	
	<b>Screws</b>		
14	M6 x 25 Roof Zips with Seal	bx	
	<b>Flashings</b>		
21	Top J Flashing (Colorbond)	Lm	
<b>260</b>	<b>Doors - Entrance &amp; Exterior</b>		
	<b>Entrance Doors</b>		
4	Exterior Door - Hume Newington XNS Solid Core Grey Glass		
	<b>Locks</b>		
10	Locks - Entrance Lockset BELA SC	each	

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Code	Work Groups	Unit	Total (inc. GST)
11	External Heavy Duty butt hinge - Hinges - Butt: 100 x 75mm (S/Steel)	each	
<b>280</b>	<b>Eaves / Soffits</b>		
3	Eaves 600mm Wide	Lm	
5	Eaves 900mm Wide	Lm	
7	m2 of Patio Ceiling	m2	
	<b>Fibre Cement (Lining)</b>		
10	HardieFlex - 6 x 600 x 2400	sheet	
13	HardieFlex - 6 x 900 x 2400 CSR	sheet	
17	6mm HardieFlex	m2	
	<b>Finishing Timber / Cover Moulds</b>		
21	68x11, H3 treated, FJ pine - Pine FJ - DAR - PINE F/JOINT 66 X 11 HALF SPLAYED H3 PRIMED 5.4M PINETRIM XT - 5.4m length	ln	
24	6mm PVC Divisional Mould (3m Lengths)	each	
	<b>Nails   Screws</b>		
25	10-16x22 Flat Top Tek Screws	each	
27	Finishing Timber Screws - M4.8-18 x 30 CSK rid fibreteks	500/Box	
<b>320</b>	<b>Site Supervision</b>		
1	Allowance / Day	day	
<b>340</b>	<b>Delivery and Packing</b>		
3	Delivery to Site by Semi - No of deliveries allowed: 2 trailers allowed	Km	
6	Delivery to Galvanisers	each	
9	Truck Loading	hrs	
11	Labour to Formulate Materials Checklist	each	
12	Labour to package materials	each	
14	Plumbing Gromets (100)	each	
15	Electrical Gromets (50)	each	
16	C-PAK for Fascia, Gutter and Flashings	each	
17	Job Sign	each	
18	Instruction Manual	each	
19	Crane cost for unloading on site	Allowance	

<b>Contract Total (ex. GST)</b>	<b>\$259,988.95</b>
<b>GST</b>	<b>\$25,998.89</b>
<b>Contract Total (inc. GST)</b>	<b>\$285,987.84</b>

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Progress Payments

Stage / INV #	Payment Stages	Claim %	Claim Amount (inc. GST)	Date Invoiced	Received (inc. GST)
1	<b>Deposit</b> Payment due on signing of Contract.	15%	\$42,898.18		\$0.00
		<b>Total</b>	<b>\$42,898.18</b>		<b>\$0.00</b>
2	<b>Prior to Manufacture</b> Payment Due Prior to the Manufacture of any goods.	50%	\$142,993.92		\$0.00
		<b>Total</b>	<b>\$142,993.92</b>		<b>\$0.00</b>
3	<b>Prior to Delivery</b> Payment Due Prior to Delivery unless agreed in writing.	35%	\$100,095.74		\$0.00
		<b>Total</b>	<b>\$100,095.74</b>		<b>\$0.00</b>

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Stage / INV #	Payment Stages	Claim %	Claim Amount (inc. GST)	Date Invoiced	Received (inc. GST)
	Contract Total	100%	\$285,987.84	Received	\$0.00
				Deposit Withheld	\$0.00
	Prime Costs		\$0.00		
	Provisional Sums		\$0.00		
	Variations Approved		\$0.00		
	Revised Contract Total		\$285,987.84	Balance Owning	\$285,987.84

All amounts are inclusive GST.  
Client credits for Prime Costs (PC) and Provisional Sums (PS) will auto add into the final payment stage.

## Finalizing this Request.

### Request info

**Buyer** : Super Admin (ceo@mapoon.qld.gov.au)  
**Request** : DESIGN FABRICATION AND SUPPLY OF BUILDING PRODUCTS AS PER ATTACHED  
**DRAWINGS "TENDER ISSUE"**  
**Ref Num** : VP354081  
**Date closed** : 14/Apr/23 05:00 PM  
**Evaluation Method** : Quick Select  
**Num Responses** : 0

**IMPORTANT** : This Request has received no responses. When finalized, you can **no longer re-open or edit this Request**.

☐ Hide Request from my homepage (this Request will still be accessible via the 'My Requests' menu)

➔ Finalize this Request

cancel