



GRC00079078

Queensland
GovernmentDepartment of
Natural Resources,
Mines and Energy

Author: [REDACTED]
 File / Ref: 2018/003357
 Directorate / Unit: State Land Asset Management
 Phone: [REDACTED]

22 August 2019

Att: Debbie Jenkins
 Gympie Regional Council
 PO Box 155
 GYMPIE QLD 4570

GYMPIE REGIONAL COUNCIL	
FILE ID	258048
	ACTION
	ORIG
	RETAIN
	COMP
REFER	26 AUG 2019
	ASSOC
	PROPERTY

Dear Madam,

APPLICATION FOR ISSUE OF DEED OF GRANT PART OF LOT 769 ON MCH3426

Reference is made to your application dated - 10 May 2018.

It is advised that approval will be sought for the issue of a Deed of Grant over part of Lot 769 on MCH3426, as shown on Drawing No: 3935/1/1, subject to the terms and conditions as set out in the attached **Offer to Issue a Deed of Grant (1.1) over unallocated State land under the Land Act 1994**, and compliance with the requirements of that offer to - Gympie Regional Council.

The attached form duly signed, together with payment of the deposit of monies, being the amount of **\$24,695.20**, must be returned to the Department by close of business on **22 September 2019**, otherwise this offer lapses.

All other conditions of this offer, including payment of the balance amount on the offer account, being the amount of **\$400,000.00** must be satisfied by close of business on **22 December 2019**, otherwise this offer lapses.

The Australian Tax Office (ATO) has introduced new laws from 1 July 2018, where certain purchasers of new residential premises or potential residential land (creditable purpose) are required to pay the Goods and Services Tax (GST) amount on this purchase directly to the ATO.

A Notice of GST Withholding Obligation form has been included in the attached offer documents which gives a summary of your ATO GST withholding obligations.

More information about the ATO's GST withholding obligations can be found at:
<https://www.ato.gov.au/Business/GST/In-detail/Your-industry/Property/GST-at-settlement/>.

If you require further advice on the ATO's new laws for withholding GST, please contact the ATO on 13 28 65.

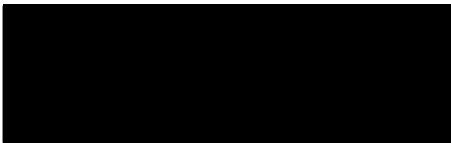
If you wish to discuss this matter please contact Matthew Halls on 07 53524243.

All future correspondence relative to this matter is to be referred to the contact Officer at the address below or by email to SLAM-gympie@dnrme.qld.gov.au. Any hard copy correspondence received will be electronically scanned and filed. For this reason, it is recommended that any attached plans, sketches or maps be no larger than A3-sized.

It is recommended that you seek independent legal advice with regard to this offer.

You can track the progress of your application to convert on the DNRME webpage - <https://dashboard.dnrme.qld.gov.au>.

Yours sincerely



Land Administration Officer
State Land Asset Management, Gympie

Offer to Issue a Deed of Grant (1.1) over unallocated State land under the *Land Act 1994* - Conditions and notification of acceptance of offer

DNRME reference number: 2018/003357

1. OVERVIEW

Subject to compliance with the conditions of the offer as set out in Part 2 below, the Minister Administering the *Land Act 1994*, makes this offer to issue a Deed of Grant over part Lot 769 on Plan MCH3426, as shown on Drawing: 3935/1/1, in accordance with the provisions contained in Chapter 4, Part 1, Division 2 of the *Land Act 1994* (Land Act).

Your completion and return of this form which contains the offer to issue a deed of grant in accordance with the provisions of the Land Act ('the offer') together with payment of the attached account within the offer period will for the purposes of the Land Act constitute acceptance of:

1. the offer; and
2. the subsequent issue of tenure on the terms and conditions stated in this form, (refer to section 122 of the Land Act).

Definitions and interpretation:

"offer period" means the length of time stated in this form, or if no time is stated, 3 months (see section 441A of the Land Act).

"ILUA" means an indigenous land use agreement.

"NNTT" means the National Native Title Tribunal.

Terms or phrases used in this form may be defined in the Land Act.

ALL of the conditions contained in Part 2 (both Parts A and B) below **MUST** be complied with before the offer period ends otherwise this offer will lapse (see section 441A of the Land Act).

Note - the Governor's approval for the issue of a Deed of Grant will be sought only if you decide to accept and comply with all conditions of the offer.

A Deed of Grant is issued subject to all reservations required or authorised under the *Land Act 1994* or any other Act. All the minerals (as defined by the Mineral Resources Act) and all the petroleum (as defined by the *Petroleum Act*) on and below the surface of the land are reserved to the State. The State also reserves quarry material (as defined by the *Forestry Act*) on and below the surface of the land in accordance with the *Land Act 1994*.

2. CONDITIONS OF OFFER

Subject to the provisions of the Land Act, this offer will be deemed accepted by you once you fulfil the conditions below.

PART A - Payments

The following payments must be made by the specified time, with the DNRME Gympie Office –



PAYMENT REQUIREMENTS

		DUE BY
Payment of deposit (exclusive of the GST withholding amount)	\$24,695.20	22 September 2019
Payment of balance amount (exclusive of the GST withholding amount)	\$400,000.00	22 December 2019
GST withholding amount	\$41,000.00	see note

Note: The Australian Tax Office (ATO) requires the GST amount to be paid directly to the ATO as outlined on the ATO's website: <https://www.ato.gov.au/Business/GST/In-detail/Your-industry/Property/GST-at-settlement>. This payment should be made no later than the date you have satisfied all of the other offer conditions.

A copy of the account should be returned to the department along with your deposit

The following must also be satisfied and returned along with the payment of the deposit as detailed above to the department by close of business **22 September 2019**, otherwise this offer will lapse –

- (i) Completion of this form by all current registered tenure holders and return of this completed form to the department.
- (ii) Notice of GST Withholding Obligation form for your attention.

PART B - All remaining conditions of the offer

The following conditions of this offer to issue a Deed of Grant must be completed by close of business on **22 December 2019**, otherwise this offer lapses –

1. Payment of balance amount of required monies, being **\$400,000.00** as detailed above. A copy of the account should be returned to the department along with your payment.
2. Completion of the GST Withholding requirements requires separate payment of the GST withholding amount **\$41,000.00** as detailed on the offer account, directly to the ATO. Details of the payment requirements are included on the Notice of GST Withholding Obligation form. This payment is not required until after all offer requirements have been submitted].
3. Submit a copy of the completed ATO GST Property Settlement Online forms - form 1, form 2 and ATO emails confirming the forms have been lodged online to the ATO, the ATO proof of payment advice and ATO payment reference number.
4. Preparation of a Survey Plan, capable of registration within the Land Registry, in accordance with Drawing: 3935/1/1.

If you believe you will be unable to comply with any of the conditions of this offer by the due date, you should apply in writing for an extension of time. Any application for extension of time is to be made **before** the offer lapses and must address the following -

- what action you have taken to comply with the offer conditions; **AND**
- why the conditions cannot be complied with by the due date; **AND**
- the time for which the extension of time is requested, including reasons for the amount of time required.

Note –

If you fail to apply for an extension of time and this offer lapses, you may apply to extend the time only within 42 days after the time has passed. An extension will only be granted where exceptional circumstances exist. If an extension of time is granted the department has discretion to amend the offer in respect of the purchase price in the way provided by the Land Regulation 2009 (see s.442 of the Land Act).

Outside of the 42 day timeframe a new application will be required and will be treated by the department as a new application, requiring re-investigation and assessment of the purchase price, conditions etc.

3. PARTICULARS OF LAND

Tenure Type - Deed of Grant

Description - Part of Lot 769 on MCH3426 as shown on Drawing: 3935/1/1.

Area (ha) - 4.2769

4. TENANCY DETAILS

The holders of the Deed of Grant are to be recorded as:-
NAME

COMPANY ACN No. (where applicable)

☐ Sole Tenant ☐ Joint Tenants ☐ Tenants in Common

If to be held on Trust, insert name of Trust and provide a copy of the Trust document, if not already held by the Department.

Name of Trust:

If to be held as Tenants in Common, complete the following -

INTEREST

NAME

For example - ½ share For example – John Robert Smith
If insufficient space, please attach separate page.

POSTAL ADDRESS of person or Company to whom correspondence is to be addressed

Town/City:

State:

Postcode:

5. PURCHASE PRICE

The purchase price has been determined at **\$451,000.00** inclusive of GST and is subject to payment of all associated costs.

The Purchase Price comprises an amount equal to the total of the -

- unimproved value of the land

Note - If an extension of time is granted to comply with the department's requirements of offer, it should be noted the purchase price is subject to review and you will need to pay any revised purchase price and increase in associated fees as a condition of offer.

6. GOODS AND SERVICES TAX (GST)

Goods and Services Tax (GST) is payable on all land transactions in accordance with *A New Tax System (Goods and Services Tax) Act 1999* unless it is an input taxed supply under Division 40 or specifically exempted from GST under Division 38 of that Act.

GST Withholding requirements may apply to the transaction. If GST Withholding requirements applies to your application please contact the Australian Tax Office on 13 28 65 or visit their website: [GST at settlement | Australian Taxation Office](#) for more information.

7. TAX INVOICE

A tax invoice for obtaining a Deed of Grant will be issued to the registered owner within 28 days of the date of the issue of the deed.

8. SURVEY PLAN REQUIREMENTS

The department requires a plan to be prepared at your expense to satisfy the requirements of this offer and arrangements should be made with a Consulting Cadastral Surveyor to prepare the plan.

The plan must show, the area as shown on Drawing: 3935/1/1, as a standalone Lot on Plan descriptor.

Your Consulting Cadastral Surveyor should contact the department's Principal Surveyor or Senior Surveyor, DNRME Nambour Office, if there are any questions or concerns in relation to any survey or plan requirements.

10. AMALGAMATION OF LAND PARCELS

As per Departmental Agreement to Offer - Permanent Road Closure - 2018/007002 - A requirement of this process includes the amalgamation of the lands included within this offer as per Drawing: 3935/1/1, as well as the lands included within application Ref: 2018/007002, being, the whole of Lot 1 on MPH23516 and proposed permanent road closure area as shown on DWG: 18/324, within six (6) months from the issuance of the currently proposed Deeds of Grant.

12. ABORIGINAL OR TORRES STRAIT ISLANDER CULTURAL HERITAGE

The main purpose of the *Aboriginal Cultural Heritage Acts 2003* and the *Torres Strait Islander Cultural Heritage Act 2003* is to provide effective recognition, protection and conservation of Aboriginal and Torres Strait Islander cultural heritage. These Acts also require anyone who carries out land use activities to exercise a duty of care.

The duty of care guidelines have been developed to assist land users assessing reasonable and practicable measures for meeting the cultural heritage duty of care. The guideline and other information is available at the web site <https://www.datsip.qld.gov.au/people-communities/aboriginal-torres-strait-islander-cultural-heritage>.

Any enquiries should be directed to the Cultural Heritage Unit on 1300 378 401 or email cultural.heritage@datsip.qld.gov.au.

DECLARATION

The information provided in this form and any attachments is authorised under the *Land Act 1994* and is being used to process your application. The department will endeavour to maintain the confidentiality of information relating to your application. However, consideration of your application may involve consultation with other parties and if so, details of your application may be disclosed to third parties. This information will not otherwise be disclosed outside of the department unless required or authorised by law such as under the *Right to Information Act 2009*. If the proposed tenure issues, the details of the tenure, including the registered owner will be registered in the Land Registry which is available to the public to search.

I/We accept the conditions of the offer and the purchase price and note that this acceptance shall not be effective until I/we have fulfilled the conditions of the offer within the time specified.

DECLARATION BY AN INDIVIDUAL

Name and Signature of all applicants		In the presence of: Full Name and Signature of Witness	
<div></div>		<div></div>	
<div></div>		<div></div>	

Dated day of Year

NOTE - This document must be signed by all persons who are nominated as the holder/s of the proposed Deed of Grant. If insufficient space please add additional information as an attachment.

DECLARATION BY A CORPORATION

Executed for and on behalf of:

Corporation name

If a Corporation then record ☐ ACN ☐ ARBN ☐ ABN

In accordance with section 127 of the *Corporations Act 2001*,

Name and Signature of authorised person/s

Dated day of Year

Note – Sole Directors simply insert name and sign as sole director. Other Companies require signature of two Directors or by a Director and Secretary. Where an attorney or other agent executes this Agreement on behalf of a company, the form of the execution must indicate the source of this authority and a certified copy of authority must be provided to the Department. A witness is only required for an attorney or other agent where the source of authority requires a witness.

In relation to this offer to issue a deed of grant, it is recommended you seek independent legal advice.

Postal :
DNRME Gympie
Locked Bag 383
Gympie
4570 QLD

Email: SLAM-gympie@dnrme.qld.gov.au
Telephone : 07 53524243
Fax: 07 53524201

END OF DOCUMENT

Offer Account

(This is not a Tax Invoice)

Issued



Queensland
Government

Department of
Natural Resources,
Mines and Energy

Payment Reference: 636733
Offer Account Date: 22/08/2019
Enquiry Reference: 2018/003357/2
Account No: 1802003357
Account Due Date: 19/09/2019

Applicant: Gympie Regional Council
PO Box 155
Gympie QLD 4570
Australia

ABN No.

ACN/ARBN No.

Item Description	Quantity	Amount (\$)	Amount Due (\$)
Total Sale Price (GST Incl if applicable)	1	451000.00	
Property Value (Taxable, GST Excl)	1	410000.00	410000.00
GST on Taxable Property Value	1	41000.00	41000.00
Conveyance/Stamp Duty (GST Exempt)	1	14210.00	14210.00
Deed Fee (Div 81)	1	74.20	74.20
Plan Lodgement Fee (Div 81)	1	411.00	411.00
Total Payable at Acceptance/Settlement:			\$465695.20

Comment:

Payment Methods:

Payment options are cash (in person only), EFTPOS (in person at some centres only, cheque (in person or by post), BPOINT or BPay (details below).

Cheques should be made payable to 'Department of Natural Resources, Mines and Energy' and marked 'not negotiable'.

To ensure proper crediting of your account, please provide a copy of this account for cash and cheque payments and indicate whether you wish to receive a receipt.



Billers Code: 928549
Ref: 100000006367338



Pay on line via credit card
www.bpoint.com.au or contact your
financial institution to make this
payment directly from your cheque,
savings or credit account

BPAY or BPOINT
Transaction ID

BPay only amounts greater than \$50

BPOINT amounts between \$10 and \$100,000

If applicable a Tax Invoice will be provided on completion of this dealing.

22-Aug-2019

Offer Account

(This is not a Tax Invoice)

Issued

Payment Reference: 636733
Offer Account Date: 22/08/2019
Enquiry Reference: 2018/003357/2
Account No: 1802003357
Account Due Date: 19/09/2019

Applicant: Gympie Regional Council
PO Box 155
Gympie QLD 4570
Australia

ABN No.

ACN/ARBN No.



Queensland
Government

Department of
Natural Resources,
Mines and Energy

Item Description	Quantity	Amount (\$)	Amount Due (\$)
Total Sale Price (GST Incl if applicable)	1	451000.00	
Property Value (Taxable, GST Excl)	1	410000.00	410000.00
GST on Taxable Property Value	1	41000.00	41000.00
Conveyance/Stamp Duty (GST Exempt)	1	14210.00	14210.00
Deed Fee (Div 81)	1	74.20	74.20
Plan Lodgement Fee (Div 81)	1	411.00	411.00
Total Payable at Acceptance/Settlement:			\$465695.20

Comment:

Payment Methods:

Payment options are cash (in person only), EFTPOS (in person at some centres only, cheque (in person or by post), BPOINT or BPay (details below).

Cheques should be made payable to 'Department of Natural Resources, Mines and Energy' and marked 'not negotiable'.

To ensure proper crediting of your account, please provide a copy of this account for cash and cheque payments and indicate whether you wish to receive a receipt.



Billers Code: 928549
Ref: 100000006367338



Pay on line via credit card
www.bpoint.com.au or contact your
financial institution to make this
payment directly from your cheque,
savings or credit account

BPAY or BPOINT
Transaction ID

BPay only amounts greater than \$50

BPOINT amounts between \$10 and \$100,000

If applicable a Tax Invoice will be provided on completion of this dealing.

22-Aug-2019

NOTICE OF GST WITHHOLDING OBLIGATION

eLVAS Reference 2018/003357

Property Description Part of Lot 769 on MCH3426

Name of Buyer/Applicant Gympie Regional Council

The Department of Natural Resources, Mines and Energy (DNRME) gives notice to the Buyer in accordance with section 14-255(1)(a) of the Withholding law that:

- ☐ The Buyer is not required to make payment under section 14-250 of the Taxation Administration Act (Cth) 1953 in relation to the supply of the Property, and the following information does not apply.
- ☒ The Buyer is required to make a payment under section 14-250 of the Taxation Administration Act (Cth) 1953 in relation to the supply of the Property, and the following information applies.

WITHHOLDING DETAILS

Seller: Department of Natural Resources, Mines and Energy
 ABN: 59 020 847 551
 Withholding amount: \$41,000.00 (the GST amount shown on the offer account)

PAYMENT INFORMATION

Payment of the withholding amount must be made directly to the Australian Taxation Office (ATO). Payment should be made no later than the date you have satisfied all of the other offer requirements.

Payment directly to ATO

As a purchaser of new residential premises or potential residential land you are required to withhold the GST part of the purchase price and you must submit online forms* and make payment of the GST amount as outlined on the [ATO website](#).

You must provide DNRME with copies of:

- a) *Form 1 GST Property Settlement Withholding Notification; and
- b) Confirmation from the ATO that Form 1 has been lodged specifying the lodgement payment reference number and payment reference number; and
- c) *Form 2 GST Property Settlement Date Confirmation; and
- d) Confirmation from the ATO that Form 2 has been lodged; and

- e) Copy of the proof of payment advice from the ATO confirming that the withholding amount has been paid; and
- f) Payment reference number.

Information concerning methods of payment can be found on the [ATO website](#)

Please note this GST withholding obligation is as a consequence of changes to the tax laws introduced by the Australian Government in July 2018.

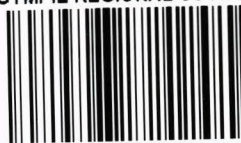
Any payment made to DNRME should not include the GST amount as shown on the DNRME offer account.

Payment of the GST amount must be made directly to the Australian Tax Office.

The payment of the purchase price and other fees (excluding the GST amount) is to be forwarded as a separate payment to DNRME in accordance with the Agreement to Offer form.



AMENDMENTS DESCRIPTION 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 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Author [REDACTED]
File / Ref number 2016003639
Directorate / Unit State Land Asset Management
Phone [REDACTED]

10 October 2017

The Chief Executive Officer
Gympie Regional Council
PO Box 155
GYMPIE QLD 4570

Dear Sir

GYMPIE REGIONAL COUNCIL	
FILE ID	215690
DOC ID	
	12 OCT 2017
X REF	
	1 DEB J - 0016
	2
	3
	4
	5

PROPOSED DEED OF GRANT OVER UNALLOCATED STATE LAND PART OF LOT 3 ON USL37851 – RAINBOW BEACH

Reference is made to your application dated 30 June 2016.

It is advised that approval will be sought for the issue of a Deed of Grant over part of Lot 3 on USL37851, subject to the terms and conditions as set out in the attached agreement for Deed of Grant and compliance with the requirements of offer.

The attached agreement duly signed, together with payment of all required monies, being the amount of \$50,461.10, must be returned to the Department by close of business on 15 December 2017, otherwise this offer lapses. Business days include those days that the Department office is normally open and excludes weekends and public holidays.

All other conditions of this offer, including payment of the balance amount on the offer account, (i.e. less any of the required money paid) being the amount of \$290,000.00, must be satisfied by close of business on 15 December 2019 otherwise this offer lapses.

If you believe you will be unable to comply with **any** of the conditions of this offer by the specified date, you should apply in writing for an extension of time. Any application for an extension of time should be made **before** the offer lapses and must address the following -

- what action you have taken to comply with the offer conditions; **AND**
- why the conditions cannot be complied with by the due date; **AND**
- the time for which the extension is requested, including reasons for the amount of time required.

If you **do not apply** for an extension of time and **the offer lapses**, a new application and application fee will be required. If you make a new application, the matter will be re-investigated and a new decision will be made that will include re-assessment of the land value and all conditions and requirements applicable to the dealing. This re-assessment may also result in the application being refused.

Note - Section 442 of the Land Act states that if an offer is not accepted in writing within the stated time, the offer lapses. An application to extend the stated time may be made at any time before the time passes.

Once the stated time has passed, an application may only be made within **42 days** after the time has passed. Where an application is made after the stated time has passed but within the following 42 day period, the time can only be extended where exceptional circumstances exist.

No applications for extension of time made after the 42 day period referred to in section 442 will be considered.

If you wish to discuss this matter please contact Renee Grant on (07) 5451 2245.

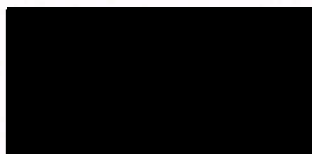
All future correspondence relative to this matter is to be referred to the contact Officer at the address below or by email to SLAM-nambour@dnrm.qld.gov.au. Any hard copy correspondence received will be electronically scanned and filed. For this reason, it is recommended that any attached plans, sketches or maps be no larger than A3-sized.

You may wish to seek your own legal advice with regard to this offer.

Please quote reference number 2016/003639 in any future correspondence.

You can track the progress of your lodged land application on the DNRM webpage – <https://dashboard.dnrm.qld.gov.au> .

Yours sincerely



Senior Land Officer

Agreement to Offer a Deed of Grant (1.1) over Unallocated State Land Requirements and notification of acceptance of offer

DNRM reference number: 2016/003639

OVERVIEW

Subject to compliance with the Offer Requirements as set out in this document, approval will be sought for the issue a Deed of Grant over part of Lot 3 on USL37851, on the terms and conditions stated in this agreement.

Your completion and return of this form together with payment of the attached account constitutes written agreement to the offer of purchase and the subsequent issue of the Deed of Grant.

Note - the Governor's approval for the issue of a Deed of Grant will be sought only if you decide to accept and comply with all conditions of the offer.

A Deed of Grant is issued subject to all reservations required or authorised under the *Land Act 1994* or any other Act. All the minerals (as defined by the Mineral Resources Act) and all the petroleum (as defined by the *Petroleum Act*) on and below the surface of the land are reserved to the State. The State also reserves quarry material (as defined by the *Forestry Act*) on and below the surface of the land in accordance with the *Land Act 1994*.

OFFER REQUIREMENTS

This offer will lapse unless the following requirements are lodged by the specified time, with the DNRM Nambour Office –

The following must be returned to the department by close of business on 15 December 2017, otherwise this offer will lapse –

1. Completion and return of this **Agreement to Offer a Deed of Grant**. This agreement document must be completed by all current registered tenure holders
2. Payment of all required monies being the amount of \$50,461.10. A copy of the account should be returned to the department along with your payment

Note - Required monies -

- where the purchase price is \$10,000 or less - payment of an amount equivalent to the total amount of the offer.
- where the purchase price is more than \$10,000 - payment of an amount equivalent to the total of all prescribed fees and charges, the calculated GST, plus \$10,000

All other conditions of this offer must be satisfied by close of business on 15 December 2019 otherwise this offer lapses –

1. \$290,000.00 as detailed, being the balance amount i.e. less any of the **required money paid**. A copy of the account should be returned to the department along with your payment.
2. Lodgement of a suitable survey plan
3. Provide written evidence that native title has been resolved by Gympie Regional Council. It should be noted that if council resolves native title, it may be entitled to a 50% reduction of the purchase price. Should this Department resolve native title over the subject area, no 50% reduction is applicable.

If you believe you will be unable to comply with **any** of the conditions of this offer by the due date, you should apply in writing for an extension of time. Any application for extension of time is to be made **before** the offer lapses and must address the following -

- what action you have taken to comply with the offer conditions; **AND**
- why the conditions cannot be complied with by the due date; **AND**
- the time for which the extension of time is requested, including reasons for the amount of time required.

Note –

1. if you do not apply for an extension of time and the offer lapses, you will need to make a fresh application and pay the required application fee. If the new application is accepted, the application will be re-investigated and include re-assessment of the purchase price, all conditions and requirements applicable to the dealing. This re-investigation may also result in the application being refused.

PARTICULARS OF LAND

Tenure Type - Deed of Grant

Description - Part of Lot 3 on USL37851 as shown on DWG 16/212

Area (ha) - 7.57 ha (about)

TENANCY DETAILS

The holders of the Deed of Grant are to be recorded as:-

NAME

COMPANY ACN No. (where applicable)

☐ Sole Tenant

☐ Joint Tenants

☐ Tenants in Common

If to be held on Trust, insert name of Trust and provide a copy of the Trust document, if not already held by the Department.

Name of Trust:

If to be held as Tenants in Common, complete the following -

INTEREST

NAME

For example - ½ share For example – John Robert Smith
If insufficient space, please attach separate page.

POSTAL ADDRESS of person or Company to whom correspondence is to be addressed

Town/City:

State:

Postcode:

PURCHASE PRICE

The purchase price has been determined at \$330,000.00 inclusive of GST.

GOODS AND SERVICES TAX (GST)

Goods and Services Tax (GST) is payable on all land transactions in accordance with *A New Tax System (Goods and Services Tax) Act 1999* unless it is an input taxed supply under Division 40 or specifically exempted from GST under Division 38 of that Act.

TAX INVOICE

A tax invoice for obtaining a Deed of Grant will be issued to the registered owner within 28 days of the date of the issue of the deed.

FOREIGN OWNERSHIP

Your attention is drawn to the requirements of the *Foreign Ownership of Land Register Act 1988* that a foreign person (as defined in that Act) or a trustee of a foreign person or a foreign trust, must lodge a Notification of Ownership Form for each interest acquired. No fee is payable and further enquiries should be directed to the Foreign Ownership of Land Registry on 1300 255 750 or email Titlesinfo@qld.gov.au.

If you are a permanent resident of Australia, and Australian Citizen or wholly owned Australian Company, there is no requirement for you to take further action in this matter.

CONTAMINATION

Landowners and occupiers of land have a responsibility under section 371(1) of the *Environmental Protection Act 1994* to notify the administering authority within 22 business days if they become aware that a notifiable activity is being carried out on the land.

There are penalties for landowners under section 371 of the *Environmental Protection Act 1994* for not complying with the responsibility to notify.

For more information visit the EHP website: www.ehp.qld.gov.au; or contact Waste and Land Contamination Assessments, Department Environment and Heritage Protection - email: WLCA@ehp.qld.gov.au

ABORIGINAL OR TORRES STRAIT ISLANDER CULTURAL HERITAGE

All significant Aboriginal and Torres Strait Islander cultural heritage in Queensland, is protected under the *Aboriginal Cultural Heritage Act 2003* and the *Torres Strait Islander Cultural Heritage Act 2003*, and penalty provisions apply for any unauthorised harm. Under the legislation a person carrying out an activity must take all reasonable and practicable measures to ensure the activity does not harm Aboriginal cultural heritage. This applies whether or not such places are recorded in an official register and whether or not they are located in, on or under private land.

Aboriginal cultural heritage which may occur on the subject land is protected under the terms of the *Aboriginal Cultural Heritage Act 2003* and *Torres Strait Islander Cultural Heritage Act 2003* even if the Department of Aboriginal and Torres Strait Islander Partnerships has no records relating to it.

Please refer to the website -

<https://www.datsip.qld.gov.au/people-communities/aboriginal-and-torres-strait-islander-cultural-heritage> for a copy of the gazetted Cultural Heritage Duty of Care Guidelines which set out reasonable and practical measures for meeting the duty of care.

Further assistance or advice in relation to this matter please contact the Cultural Heritage Unit on 1300 378 401.

NATIVE TITLE

Investigations by the department have determined that native title may continue to exist over the land to which this offer applies. You are to address any requirements of the *Commonwealth Native Title Act 1993* (NTA) before the department may progress the proposed tenure. The NTA sets out how certain dealings can proceed over land and waters where native title may continue to exist.

Additional information on the ways that native title can be addressed can be found on the department's website - <http://www.qld.gov.au/environment/land/state/use/native-title/>

It is recommended you seek independent legal advice in relation to the options available to you to address native title.

Note – No tenure will be granted until any existing native title in the land has been surrendered or extinguished or a Federal Court has determined that native title does not exist in relation to the area subject to the proposed tenure.

DECLARATION

The information provided in this Agreement to Offer and any attachments is authorised under the *Land Act 1994* and is being used to process your application. The department will endeavour to maintain the confidentiality of information relating to your application. However, consideration of your application may involve consultation with other parties and if so, details of your application may be disclosed to third parties. This information will not otherwise be disclosed outside of the department unless required or authorised by law such as under the *Right to Information Act 2009*. If the proposed Deed of Grant issues, the details of the Deed of Grant, including the registered owner will be registered in the Land Registry which is available to the public to search.

I/We agree, subject to compliance with the Offer Requirements, to the purchase of the subject land and to the issue of the Deed of Grant in accordance with the terms and conditions stated in this agreement and note that this acceptance shall not be effective until I/We have complied with the Offer Requirements.

DECLARATION BY A PERSON

Name and Signature of all applicants	In the presence of: Full Name and Signature of Witness

Dated day of Year

NOTE - This document must be signed by all persons who are nominated as the holder/s of the proposed Deed of Grant. If insufficient space please add additional information as an attachment.

DECLARATION BY A CORPORATION

Executed for and on behalf of:

Corporation name

If a Corporation then record ☐ ACN ☐ ARBN ☐ ABN

In accordance with section 127 of the *Corporations Act 2001*,

Name and Signature of authorised person/s

Dated day of Year

Note – Sole Directors simply insert name and sign as sole director. Other Companies require signature of two Directors or by a Director and Secretary. Where an attorney or other agent executes this Agreement on behalf of a company, the form of the execution must indicate the source of this authority and a certified copy of authority must be provided to the Department. A witness is only required for an attorney or other agent where the source of authority requires a witness.

In relation to this agreement to offer, it is recommended you seek independent legal advice.

Postal :
DNRN Nambour
PO Box 573
Nambour
4560 QLD

Email: SLAM-nambour@dnrm.qld.gov.au
Telephone : (07)54512245
Fax: 54512262

END OF DOCUMENT

Offer Account

(This is not a Tax Invoice)

Reprint



Queensland
Government

Department of
Natural Resources and Mines

Payment Reference: 633171
Offer Account Date: 25/09/2017
Enquiry Reference: 2016/003639/1
Account No: 1601003639
Account Due Date: ~~24/10/2017~~ 15/12/2017

Applicant: Gympie Regional Council
PO Box 155
Gympie QLD 4570
Australia

ABN No. 91269530353

ACN/ARBN No.

Item Description	Quantity	Amount (\$)	Amount Due (\$)
Total Sale Price (GST Incl if applicable)	1	330000.00	
Property Value (Taxable, GST Excl)	1	300000.00	300000.00
GST on Taxable Property Value	1	30000.00	30000.00
Conveyance/Stamp Duty (GST Exempt)	1	9975.00	9975.00
Deed Fee (Div 81)	1	70.10	70.10
Plan Lodgement Fee (Div 81)	1	416.00	416.00
Total Payable at Acceptance/Settlement:			\$340461.10

Comment:

Part of Lot 3 on USL37851

Payment Methods:

Payment options are cash (in person only), EFTPOS (in person at some centres only, cheque (in person or by post), BPOINT or BPay (details below).

Cheques should be made payable to 'Department of Natural Resources and Mines' and marked 'not negotiable'.

To ensure proper crediting of your account, please provide a copy of this account for cash and cheque payments and indicate whether you wish to receive a receipt.



Bill Code: 928549
Ref: 100000006331714



Pay on line via credit card
www.bpoint.com.au or contact your
financial institution to make this
payment directly from your cheque,
savings or credit account

BPAY or BPOINT
Transaction ID

BPay only amounts greater than \$50

BPOINT amounts between \$10 and \$100,000

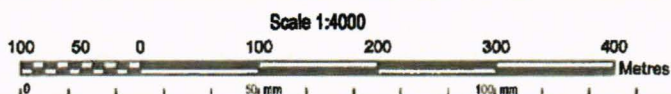
If applicable a Tax Invoice will be provided on completion of this dealing.

10-Oct-2017

DRAWING

Sheet
1 of
1

Images - Caprixom - Wide Bay Digital Ortho-Rectified Aerial Photography
Acquisition date - 25 June to 01 Sept 2014
Resolution - 25 cm



Prepared by
IPSWICH OFFICE
RESOURCE ASSESSMENT
and INFORMATION
SOUTH REGION
DEPARTMENT OF NATURAL
RESOURCES and MINES

LOCALITY: RAINBOW BEACH

LOCAL AUTH: REGIONAL COUNCIL OF GYMPIE

Compiled from: DCDB and sketch on file

File Ref: Case Id 2019/009639

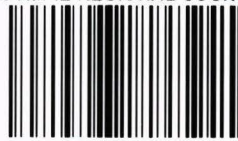
Drawn by: BDC

Date: 05/09/2016

PROPOSAL

Scale 1:4000
Plan at A3 Paper Size

DWG 16/212



Author [REDACTED]
File / Ref number 2016003639
Directorate / Unit State Land Asset Management
Phone [REDACTED]

2 May 2018

The Chief Executive Officer
Gympie Regional Council
PO Box 155
GYMPIE QLD 4570

GYMPIE REGIONAL COUNCIL			
FILE ID	215690		ACTION
			ORIG
			RETAIN
			COMP
REFER	8 MAY 2018		ASSOC
	Andy B		

Dear Sir

**PROPOSED DEED OF GRANT OVER UNALLOCATED STATE LAND
PART OF LOT 3 ON USL37851 – RAINBOW BEACH**

Reference is made to your application dated 30 June 2016.

It is advised that approval will be sought for the issue of a Deed of Grant over part of Lot 3 on USL37851, subject to the terms and conditions as set out in the attached agreement for Deed of Grant and compliance with the requirements of offer.

The attached agreement duly signed, together with payment of all required monies, being the amount of \$43,536.10, must be returned to the Department by close of business on 8 June 2018, otherwise this offer lapses. Business days include those days that the Department office is normally open and excludes weekends and public holidays.

All other conditions of this offer, including payment of the balance amount on the offer account, (i.e. less any of the required money paid) being the amount of \$240,000.00, must be satisfied by close of business on 10 August 2018 otherwise this offer lapses.

If you believe you will be unable to comply with any of the conditions of this offer by the specified date, you should apply in writing for an extension of time. Any application for an extension of time should be made before the offer lapses and must address the following -

- what action you have taken to comply with the offer conditions; **AND**
- why the conditions cannot be complied with by the due date; **AND**
- the time for which the extension is requested, including reasons for the amount of time required.

If you **do not apply** for an extension of time and **the offer lapses**, a new application and application fee will be required. If you make a new application, the matter will be re-investigated and a new decision will be made that will include re-assessment of the land value and all conditions and requirements applicable to the dealing. This re-assessment may also result in the application being refused.

Note - Section 442 of the Land Act states that if an offer is not accepted in writing within the stated time, the offer lapses. An application to extend the stated time may be made at any time before the time passes.

Once the stated time has passed, an application may only be made within **42 days** after the time has passed. Where an application is made after the stated time has passed but within the following 42 day period, the time can only be extended where exceptional circumstances exist.

No applications for extension of time made after the 42 day period referred to in section 442 will be considered.

If you wish to discuss this matter please contact Renee Grant on (07) 5451 2245.

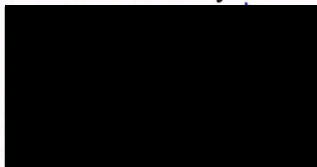
All future correspondence relative to this matter is to be referred to the contact Officer at the address below or by email to SLAM-nambour@dnrm.qld.gov.au. Any hard copy correspondence received will be electronically scanned and filed. For this reason, it is recommended that any attached plans, sketches or maps be no larger than A3-sized.

You may wish to seek your own legal advice with regard to this offer.

Please quote reference number 2016/003639 in any future correspondence.

You can track the progress of your lodged land application on the DNRM webpage – <https://dashboard.dnrm.qld.gov.au> .

Yours sincerely



Senior Land Officer

Offer Account

(This is not a Tax Invoice)

Issued



Queensland
Government

Department of
Natural Resources,
Mines and Energy

Payment Reference: 634429
Offer Account Date: 02/05/2018
Enquiry Reference: 2016/003639/4
Account No: 1604003639
Account Due Date: 31/05/2018

Applicant: Gympie Regional Council
PO Box 155
Gympie QLD 4570
Australia

ABN No. 91269530353

ACN/ARBN No.

Item Description	Quantity	Amount (\$)	Amount Due (\$)
Total Sale Price (GST Incl if applicable)	1	275000.00	
Property Value (Taxable, GST Excl)	1	250000.00	250000.00
GST on Taxable Property Value	1	25000.00	25000.00
Conveyance/Stamp Duty (GST Exempt)	1	8050.00	8050.00
Deed Fee (Div 81)	1	70.10	70.10
Plan Lodgement Fee (Div 81)	1	416.00	416.00
Total Payable at Acceptance/Settlement:			\$283536.10

Comment:

Part of Lot 3 on USL37851

Payment Methods:

Payment options are cash (in person only), EFTPOS (in person at some centres only, cheque (in person or by post), BPOINT or BPay (details below).

Cheques should be made payable to 'Department of Natural Resources, Mines and Energy' and marked 'not negotiable'.

To ensure proper crediting of your account, please provide a copy of this account for cash and cheque payments and indicate whether you wish to receive a receipt.



Bill Code: 928549
Ref: 100000006344295



Pay on line via credit card
www.bpoint.com.au or contact your
financial institution to make this
payment directly from your cheque,
savings or credit account

BPAY or BPOINT
Transaction ID

BPay only amounts greater than \$50

BPOINT amounts between \$10 and \$100,000

If applicable a Tax Invoice will be provided on completion of this dealing.

2-May-2018

Agreement to Offer a Deed of Grant (1.1) over Unallocated State Land Requirements and notification of acceptance of offer

DNRM reference number: 2016/003639

OVERVIEW

Subject to compliance with the Offer Requirements as set out in this document, approval will be sought for the issue a Deed of Grant over part of Lot 3 on USL37851, on the terms and conditions stated in this agreement.

Your completion and return of this form together with payment of the attached account constitutes written agreement to the offer of purchase and the subsequent issue of the Deed of Grant.

Note - the Governor's approval for the issue of a Deed of Grant will be sought only if you decide to accept and comply with all conditions of the offer.

A Deed of Grant is issued subject to all reservations required or authorised under the *Land Act 1994* or any other Act. All the minerals (as defined by the Mineral Resources Act) and all the petroleum (as defined by the *Petroleum Act*) on and below the surface of the land are reserved to the State. The State also reserves quarry material (as defined by the *Forestry Act*) on and below the surface of the land in accordance with the *Land Act 1994*.

OFFER REQUIREMENTS

This offer will lapse unless the following requirements are lodged by the specified time, with the DNRM Nambour Office –

The following must be returned to the department by close of business on 8 June 2018, otherwise this offer will lapse –

1. Completion and return of this **Agreement to Offer a Deed of Grant**. This agreement document must be completed by all current registered tenure holders
2. Payment of all required monies being the amount of \$43,536.10.10. A copy of the account should be returned to the department along with your payment

Note - Required monies -

- where the purchase price is \$10,000 or less - payment of an amount equivalent to the total amount of the offer.
- where the purchase price is more than \$10,000 - payment of an amount equivalent to the total of all prescribed fees and charges, the calculated GST, plus \$10,000

All other conditions of this offer must be satisfied by close of business on 10 August 2018 otherwise this offer lapses –

1. \$240,000.00 as detailed, being the balance amount i.e. less any of the **required money paid**. A copy of the account should be returned to the department along with your payment.
2. Lodgement of a suitable survey plan
3. Provide a copy of registered ILUA negotiated by the lessee or a copy of confirmation from NNTT that ILUA has been registered

If you believe you will be unable to comply with any of the conditions of this offer by the due date, you should apply in writing for an extension of time. Any application for extension of time is to be made **before** the offer lapses and must address the following -

- what action you have taken to comply with the offer conditions; **AND**
- why the conditions cannot be complied with by the due date; **AND**
- the time for which the extension of time is requested, including reasons for the amount of time required.

Note –

Great state. Great opportunity.



1. if you do not apply for an extension of time and the offer lapses, you will need to make a fresh application and pay the required application fee. If the new application is accepted, the application will be re-investigated and include re-assessment of the purchase price, all conditions and requirements applicable to the dealing. This re-investigation may also result in the application being refused.

PARTICULARS OF LAND

Tenure Type - Deed of Grant

Description - Part of Lot 3 on USL37851 as shown on DWG 16/212

Area (ha) - 7.57 ha (about)

TENANCY DETAILS

The holders of the Deed of Grant are to be recorded as:-

NAME

COMPANY ACN No. (where applicable)

☐

Sole Tenant

☐

Joint Tenants

☐

Tenants in Common

If to be held on Trust, insert name of Trust and provide a copy of the Trust document, if not already held by the Department.

Name of Trust:

If to be held as Tenants in Common, complete the following -

INTEREST	NAME

For example - ½ share For example - John Robert Smith
If insufficient space, please attach separate page.

POSTAL ADDRESS of person or Company to whom correspondence is to be addressed

Town/City:

State:

Postcode:

PURCHASE PRICE

The purchase price has been determined at \$275,000.00 inclusive of GST and is subject to payment of all associated costs.

GOODS AND SERVICES TAX (GST)

Goods and Services Tax (GST) is payable on all land transactions in accordance with *A New Tax System (Goods and Services Tax) Act 1999* unless it is an input taxed supply under Division 40 or specifically exempted from GST under Division 38 of that Act.

TAX INVOICE

A tax invoice for obtaining a Deed of Grant will be issued to the registered owner within 28 days of the date of the issue of the deed.

FOREIGN OWNERSHIP

Your attention is drawn to the requirements of the *Foreign Ownership of Land Register Act 1988* that a foreign person (as defined in that Act) or a trustee of a foreign person or a foreign trust, must lodge a Notification of Ownership Form for each interest acquired. No fee is payable and further enquiries should be directed to the Foreign Ownership of Land Registry on 1300 255 750 or email Titlesinfo@qld.gov.au.

If you are a permanent resident of Australia, and Australian Citizen or wholly owned Australian Company, there is no requirement for you to take further action in this matter.

CONTAMINATION

Landowners and occupiers of land have a responsibility under section 371(1) of the *Environmental Protection Act 1994* to notify the administering authority within 22 business days if they become aware that a notifiable activity is being carried out on the land.

There are penalties for landowners under section 371 of the *Environmental Protection Act 1994* for not complying with the responsibility to notify.

For more information visit the EHP website: www.ehp.qld.gov.au; or contact Waste and Land Contamination Assessments, Department Environment and Heritage Protection - email: WLCA@ehp.qld.gov.au

ABORIGINAL OR TORRES STRAIT ISLANDER CULTURAL HERITAGE

All significant Aboriginal and Torres Strait Islander cultural heritage in Queensland, is protected under the *Aboriginal Cultural Heritage Act 2003* and the *Torres Strait Islander Cultural Heritage Act 2003*, and penalty provisions apply for any unauthorised harm. Under the legislation a person carrying out an activity must take all reasonable and practicable measures to ensure the activity does not harm Aboriginal cultural heritage. This applies whether or not such places are recorded in an official register and whether or not they are located in, on or under private land.

Aboriginal cultural heritage which may occur on the subject land is protected under the terms of the *Aboriginal Cultural Heritage Act 2003* and *Torres Strait Islander Cultural Heritage Act 2003* even if the Department of Aboriginal and Torres Strait Islander Partnerships has no records relating to it.

Please refer to the website -

<https://www.datsip.qld.gov.au/people-communities/aboriginal-and-torres-strait-islander-cultural-heritage> for a copy of the gazetted Cultural Heritage Duty of Care Guidelines which set out reasonable and practical measures for meeting the duty of care.

Further assistance or advice in relation to this matter please contact the Cultural Heritage Unit on 1300 378 401.

NATIVE TITLE

Investigations by the department have determined that native title may continue to exist over the land to which this offer applies. You are to address any requirements of the *Commonwealth Native Title Act 1993* (NTA) before the department may progress the proposed tenure. The NTA sets out how certain dealings can proceed over land and waters where native title may continue to exist.

Additional information on the ways that native title can be addressed can be found on the department's website - <http://www.qld.gov.au/environment/land/state/use/native-title/>

It is recommended you seek independent legal advice in relation to the options available to you to address native title.

Note – No tenure will be granted until any existing native title in the land has been surrendered or extinguished or a Federal Court has determined that native title does not exist in relation to the area subject to the proposed tenure.

DECLARATION

The information provided in this Agreement to Offer and any attachments is authorised under the *Land Act 1994* and is being used to process your application. The department will endeavour to maintain the confidentiality of information relating to your application. However, consideration of your application may involve consultation with other parties and if so, details of your application may be disclosed to third parties. This information will not otherwise be disclosed outside of the department unless required or authorised by law such as under the *Right to Information Act 2009*. If the proposed Deed of Grant issues, the details of the Deed of Grant, including the registered owner will be registered in the Land Registry which is available to the public to search.

I/We agree, subject to compliance with the Offer Requirements, to the purchase of the subject land and to the issue of the Deed of Grant in accordance with the terms and conditions stated in this agreement and note that this acceptance shall not be effective until I/We have complied with the Offer Requirements.

DECLARATION BY A PERSON

Name and Signature of all applicants	In the presence of: Full Name and Signature of Witness

Dated day of Year

NOTE - This document must be signed by all persons who are nominated as the holder/s of the proposed Deed of Grant. If insufficient space please add additional information as an attachment.

DECLARATION BY A CORPORATION

Executed for and on behalf of:

Corporation name

If a Corporation then record ☐ ACN ☐ ARBN ☐ ABN

In accordance with section 127 of the *Corporations Act 2001*,

Name and Signature of authorised person/s

Dated day of Year

Note – Sole Directors simply insert name and sign as sole director. Other Companies require signature of two Directors or by a Director and Secretary. Where an attorney or other agent executes this Agreement on behalf of a company, the form of the execution must indicate the source of this authority and a certified copy of authority must be provided to the Department. A witness is only required for an attorney or other agent where the source of authority requires a witness.

In relation to this agreement to offer, it is recommended you seek independent legal advice.

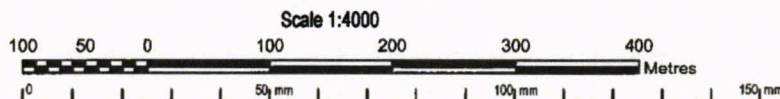
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END OF DOCUMENT



Imagery - Capricorn - Wide Bay Digital Ortho-Rectified Aerial Photography
Acquisition date - 29 June to 01 Sept 2014
Resolution - 25 cm



Prepared by
IPSWICH OFFICE
RESOURCE ASSESSMENT
and INFORMATION
SOUTH REGION
DEPARTMENT OF NATURAL
RESOURCES and MINES

LAND REFERRED TO SHOWN
(Proposed Waste Management Facility)



LOCALITY: RAINBOW BEACH

LOCAL AUTH: REGIONAL COUNCIL OF GYMPIE

Compiled from: DCDB and sketch on file

Drawn by: BDC

File Ref: Case Id 2016003639

Map Ref: 9546-33131

Date: 05/08/2016

PROPOSAL

Scale 1:4000
Plan at A3 Paper Size

DWG 16/212

Our Ref: DMJ:00478 File No: 215690

Your Ref:

30 June 2016

Senior Lands Officer
Department Natural Resources & Mines
Locked Bag 383
GYMPIE QLD 4570

Dear Madam

Re: Proposed Rainbow Beach Waste Facility

With reference previous discussions held with relevant Council officers, it was identified Council is required to meet its obligations with respect to the location of the Rainbow Beach Waste Facility.

In response, please find attached duly completed form A – Application form Contact and Land Details and form B – Application to purchase or lease state land and applicable submitting information, noting the applicable application fee has been paid.

Should you wish discuss the above matter please contact on Deb Jenkins, Manager Property – Tenure/Legal on [REDACTED].

Yours faithfully

Signed by Deb Jenkins

Debbie Jenkins
Manager Property – Tenure/Legal

Our Ref: DMJ:00700 File No: 215690

Your Ref: 2016003639

9 April 2019

Senior Lands Officer
Department Natural Resources Mines & Energy
PO Box 573
NAMBOUR QLD 4560

Dear Sir/Madam

**Re: Proposed Deed of Grant Over Unallocated State Land – Part of Lot 3 USL37851
Rainbow Beach Waste Management Facility**

With reference to recent discussions held with Council officers, it was identified that the Department has nominated an area within the abovementioned lot to be excised for the purpose of Residential Development.

In view of this advice, Council would now request an amendment to its current application for the proposed acquisition of land for the purpose of the Rainbow Beach Waste Management Facility:

- The area currently utilised as road access from Kurrawa Drive to the facility to now be dedicated as road reserve with the view that the development of the road reserve to be included as part of the development of the Residential Area;
- That the Waste Transfer Management Facility operations are to be relocated to the Rainbow Water Treatment Facility site within a nominated timeframe;
- That the area of land previously identified for the waste facility be dedicated as a Reserve for Recreation, with the proposal that the site will be utilised for the purpose of Low Impact Community Use in association with the adjacent Residential Development. Such proposed use includes an off leash unfenced dog park and bird hides. The total area of the Recreation Reserve to be determined in order to meet the Open Space requirements for the proposed Residential Development;
- Council is aware of its obligations in accordance with the Rehabilitation and Aftercare Management Plan 2015 (as submitted with the original application) for a period of 30 years for the facility noting a detailed review is to be undertaken every 5 years. Compliance with this plan will ensure that the land is maintained in order to meet the requirements for recreational use.

Council notes that should these amendments be considered favourably, will impact on other applications currently submitted to the Department.

Should you wish discuss the above matter please contact on Deb Jenkins, Coordinator - Strategic Land Initiatives on [REDACTED].

Yours faithfully

Signed by Deb Jenkins

Debbie Jenkins

Coordinator - Strategic Land Initiatives

Our Ref: DMJ:00722 File No: 258875

Your Ref: 2018/003357

17 July 2019

Land Administration Officer
Department Natural Resources Mines & Energy
State Land Asset Management Gympie
Locked Bag 383
GYMPIE QLD 4570

Dear Sir

Re: Application for partial purchase of Operational Reserve Lot 769 MCH3426

Further to your letter dated 16 July, 2019, advised of the new laws introduced by the ATO effective from 1 July, 2018 in regards to the acquisition of land and GST requirements.

In response, Council would confirm that it is registered for GST, ABN 91 269 530 353 and is not acquiring the abovementioned land for a creditable purpose.

Should you wish to discuss the above matter or require further information, please contact Deb Jenkins, Coordinator - Strategic Land Initiatives on [REDACTED].

Yours faithfully

Signed by Deb Jenkins

Debbie Jenkins
Coordinator - Strategic Land Initiatives

Our Ref: DMJ:00727 File No: 258875

Your Ref: 2018/003357

5 September 2019

Land Administration Officer
Department Natural Resources Mines & Energy
State Land Asset Management, Gympie
Locked Bag 383
GYMPIE QLD 4570

Dear Sir

Re: Application for Issue of Deed of Grant – Part of Lot 769 on MCH3426

Further to your letter dated 22 August 2019, advised that approval will be sought for the issue of a Deed of Grant over part of Lot 769 on MCH3426 subject to the terms and conditions as set out in the attached offer to Issue a Deed of Grant.

As Council requires approval for this acquisition through a formal Council meeting resolution it is noted that the next meeting is not scheduled until 25 September, 2019. Accordingly Council would request an extension to 22 October, 2019 in order to meet Part A conditions of the offer and an extension to 22 January, 2020 to meet Part B.

Should you wish to discuss the above matter or require further information, please contact Deb Jenkins, Coordinator - Strategic Land Initiatives on [REDACTED].

Yours faithfully

Signed by Deb Jenkins

Debbie Jenkins
Coordinator - Strategic Land Initiatives

Our Ref: ET02298 File No: 215690
Your Ref: 2016/003639

5 December 2017

DNRM Nambour
PO Box 573
NAMBOUR QLD 4560

Dear Sir/Madam

**Re: Request for Extension of Time –
 Proposed Deed of Grant over Unallocated State Land
 Part of Lot 3 on USL37851 – Rainbow Beach**

Reference is made to your correspondence dated 10 October 2017 providing instructions for the issue of a Deed of Grant over the abovementioned land.

Gympie Regional Council is unable to provide the duly signed agreement, together with payment of all required monies, being the amount of \$50,461.10, by the due date of 15 December 2017. This matter is scheduled to go before Council at the Ordinary Meeting on 13 December 2017, therefore adequate time after this date is required to execute the agreement and organise for payment of the required monies.

Subsequently an extension of time until close of business on 31 January 2018 is requested to comply with these conditions, noting that the intention is to finalise this matter sooner if possible.

Should you wish to discuss the above matter, please contact Emma McClintock on [REDACTED] or email property@gympie.qld.gov.au

Yours faithfully

Signed by Emma McClintock

**Emma McClintock
Acting Manager - Property**

Our Ref: ET02306 File No: 215690
Your Ref: 2016/003639

30 January 2018

DNRM Nambour
PO Box 573
NAMBOUR QLD 4560

Dear Sir/Madam

**Re: Request for Extension of Time –
Proposed Deed of Grant over Unallocated State Land
Part of Lot 3 on USL37851 – Rainbow Beach**

Reference is made to your correspondence dated 10 October 2017 providing instructions for the issue of a Deed of Grant over the abovementioned land and your subsequent approval of an extension of time until 31 January 2018 for Council to provide the duly signed agreement and required payment.

Council has been unable to complete these actions in this timeframe and subsequently requests a further extension of time until close of business on 30 March 2018 to comply with these conditions.

Should you wish to discuss the above matter, please contact Andrew Bray on [REDACTED] or email property@gympie.qld.gov.au

Yours faithfully

Signed by Andrew Bray

Andrew Bray
Manager - Property



Laurenceson Road Waste Transfer Station

Project Cost Estimate Report



DOCUMENT TITLE:		Project Cost Estimate Report			
PROJECT NUMBER		F1907			
PURPOSE		Draft			
VERSION	DESCRIPTION OF AMENDMENT	AUTHOR	CHECKED	APPROVED	DATE
01	Draft	TC	RB	RB	28/02/2019
02	Final	TC	RB	RB	01/03/2019
<p style="text-align: center;">Fission Pty Ltd Suite 4A, 19 Lang Parade, Milton QLD 4064, Tel +61 7 3310 4850 www.fission.net.au</p>					

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Glossary of Terms

TERM / ACRONYM	DESCRIPTION
Bank m³	Bank m ³ is the volume of the material in its natural state.
Client Contingency	An allowance of funds to cover costs that may be incurred by the Client. In this estimate the Client Contingency is based on all the identified planned and unplanned risks for the Project that are not transferred to the contractor.
Compacted m³	Compacted m ³ is the volume of material once it has been adjusted for moisture content and compacted in place.
Construction Contingency	An allowance of funds to cover costs that may be incurred during the construction phase. In this Estimate the construction contingency is based on the Contractor's rate uncertainty and of all the identified unplanned risks for the Project that are not the contractor's responsibility.
Construction Estimate	Estimate prepared covering the costs associated with the physical construction works. This item generally covers all costs that the construction Contractor will incur including the cost of plant, materials labour, subcontractors, supervision, overheads, margin.
DIRDC	Department of Infrastructure, Regional Development and Cities.
Direct Job Cost (DJC)	These cover the costs of material, plant, labour and Subcontractors for the construction of the physical works.
First Principles	First Principles, or 'Resource Based Estimating', is a process of identifying every individual resource element (i.e. labour, plant, materials and subcontract), required for the construction of a project. DJC and IJC schedule items contain multiple individual resources and their associated rates. First Principles provides a detailed build-up of the estimate costs of each element. A Bill of Quantities schedule item priced using First Principles achieves the most comprehensive detail possible for a cost estimate and therefore, the highest level of accuracy.
Indirect Job Costs (IJC)	These cover the contractor's site supervision, overheads and recurring costs and all necessary insurances including Contractor's All Risk, Public Liability, Professional Indemnity, Workplace Health & Safety, Insurance Excess and Contractor's Security.
Lead	Single distance of travel between two points, one way. A lead is measured from the weighted centre of the material cut area to the weighted centre of the material dump area.

Loose m³	Loose m ³ is the volume of the material once it has been excavated and not re-compacted, i.e. it is sitting loose in a scraper bowl or a dumped pile.
Monte Carlo Method	Monte Carlo refers to the traditional method of sampling random variables in simulation modelling. Variables are chosen randomly across the range of the distribution. Multiple iterations of the sampling are undertaken, and outputs collected to produce a range of results for the defined variables.
Out-turn cost	Cost expressed in dollars of the period in which they will be spent. Estimates prepared at a base date can be converted to Out-turn dollars by applying an appropriate inflationary rate over the time between the base date and period when the cost is incurred.
P50 (50th Percentile)	A Percentile is an increment of the values in a data set. Percentiles divide the data into 100 equal parts, each containing one percent of the total values. The 50th Percentile (P50), for example, is the value in the data set for which 50% of the values are below it and 50% are above.
P90 (90th Percentile)	The 90th Percentile (P90) is the value in the data set for which 90% of the values are below it and 10% are above. This is generally used to give confidence the risk contingency will not be exceeded.
PCB	Project Cost Breakdown.
PCEM	Project Cost Estimating Manual 7th Edition July 2017.
Planned Risk	Planned Risk relates to the uncertainty on items of work which must be carried out to complete the project. It looks at the ranges of risk and opportunity on the quantity and rates of the identified items in the Project.
TIC	Transport Infrastructure Contract – This is the standard form of contract employed by TMR there is a Construct Only version and a D&C version.
TMR	Department of Transport and Main Roads, Queensland.
Total Project Cost	The combination of all costs associated with the project including construction costs, client costs, risk and escalation.
Unplanned Risks	These are risks that have been identified as being related to the Project however it is not known whether they will eventuate.

1 Executive Summary

1.1 Scope of Report

Fission has been engaged by Gympie Regional Council (GRC) to provide a risk adjusted out turned project cost estimate report (Report) for the Laurenceson Road Waste Transfer Station and associated external roadworks (Project).

The project is comprised of two aspects;

1. Internal waste transfer station, and
2. External roadworks.

The direct costs for each of the above packages has been developed individually, and the indirect costs have spread across both packages along with the risk model which has been combined and calculated as one project.

1.2 Project Background

Gympie is located in the Wide-Bay Burnett region of Queensland and is home to approximately 50,000 people. Through a recent study into waste management in the region, Gympie Regional Council has identified the need for increased waste processing capacity.

1.3 Version 2 Changes

Following the delivery of our Version 1 Report, GRC have subsequently advised the intention to deliver the external road works internally. This alternate delivery method has a direct cost impact to the project which incorporates the following changes;

- Reduction of contractor recurring and non-recurring overhead and margin, previously applied to the external works, and
- Margin for the internal works has been reduced to 10%.

1.4 Estimate Summary

The risk adjusted cost for the Project is based on the following;

- Estimate base date of February 2019,
- Contract delivery in accordance with Section 3.4 of this report,
- Planned and Unplanned Risk contingency,
- Concept Design, and

The anticipated risk adjusted out-turned cost for the Project is illustrated in table 1 below.

Table 1 Combined Project Cost Summary

Laurenceson Road Waste Transfer Station	P50 Risk Adjusted (Likely)	P90 Risk Adjusted (Upper)
Construction Cost	\$7,472,503	\$7,472,503
Client	\$745,977	\$745,977
Total Construction Cost	\$7,472,503	\$7,472,503
Risk	\$1,965,399	\$2,688,729
Escalation	\$651,648	\$732,380
TOTAL PROJECT COST	\$10,835,527	\$11,639,589

The Project Cost Summary is contained in Appendix B.

To assist GRC in evaluating each of the packages, an alternative presentation of cost is included below. These numbers include an apportioned amount for the Risk and Escalation.

Table 2 Combined Project Cost Summary – Alternative Cost Layout

Laurenceson Road Waste Transfer Station	P50 Risk Adjusted (Likely)	P90 Risk Adjusted (Upper)
Waste Transfer Station Project Cost	\$9,363,332	\$10,058,149
External Works Project Cost	\$1,472,194	\$1,581,439
TOTAL PROJECT COST	\$10,835,527	\$11,639,589

1.5 Main Assumptions

Key assumptions relied upon in the development of this cost estimate report are as follows;

- PUP relocations will be undertaken by Energex and Gympie Regional Council,
- Sunk costs are included,
- The project is a Type 2 as defined in PCEM,
- Delivery in accordance with assumptions made in Section 3.4 of this report,
- Administration of the construction contract will be undertaken by GRC,
- Escalation based on DIRDC annual escalation rates,
- Assumptions specifically relating to development of the construction cost(s) can be found in, Appendix F – Construction Estimate Submission Schedule Notes, and
- In the absence of sufficient design detail, assumptions have been made by Fission based on experience from recent projects;
 - Kimbriki Resource Recovery Centre,
 - Riverina Intermodal Freight and Logistics Hub, and
 - Willowbank Industrial Estate.

1.6 Limitations of Estimate

The following limitations should be noted;

- The design is currently at Concept Design Stage and the estimate is limited by the design information available, and
- Future comparisons with this estimate should only be performed considering any design changes, the contract delivery method, cost rates prevailing at the time, construction programme and the current risk profile associated with the construction market at the time.

2 Project Description

The Laurenceson Road site is located south of Gympie at Glanmire. The site is approximately 32,000 m².



Figure 1 Laurenceson Road Waste Transfer Station Location

2.1 Scope of Work

The project Scope is separated into 2 major works packages

1. Laurenceson Road Waste Transfer Station

1.1 Waste Transfer Station

A Waste Transfer Station will be constructed. The transfer station works are comprised of the following major components;

- Earthworks and Roadworks,
- Stormwater Drainage,
- Weigh Stations,
- Stormwater Quality (Bioretention Basin),
- Sewer Reticulation (including pump station),
- Buildings (WTS and Sales Shop), and
- Electrical Reticulation.

2.1 Laurenceson Road External Works

To support the internal works of the Transfer Station, there is also the requirement to upgrade Laurenceson Road including;

- Earthworks,
- Stormwater Drainage,
- Pavements, and
- Road Lighting.

A summary of the key quantities for the project is as follows:

Table 3 Summary of Key Quantities

Laurenceson Road Waste Transfer Station	Quantity	Unit
Waste Transfer Station		
Earthworks cut to fill	5,462	m ³
Pavements	16,700	m ²
Buildings	2,240	m ²
Laurenceson Road External Works		
Pavements	5,000	m ²
Subgrade Treatment	6,000	m ²
Road Excavation	2,500	m ³

2.2 Documents Reviewed

This Report is based on all drawings, schedules of quantities and other information provided by GRC up to and including 25 February 2019 as detailed in Appendix A – Information Provided.

2.3 Site Inspection

Information gathered pertaining to site conditions has been obtained from an examination of Google Earth.

3 Estimate Methodology

3.1 Basis of Estimate

Both packages have been estimated as one project, with a combined overhead structure spread across the works. It is understood there are works that will be undertaken by GRC, these items have been priced as a provisional sum as per guidance from GRC.

Estimating Methodology

To determine a cost, the method for developing the unit rates and first principles estimates was consistent between the two packages. The estimates were primarily developed in first principles. Table 4 below illustrates the pricing method utilised for each major scope element.

Table 4 Scope Estimating Method

Description	Estimating Method		
	First principles	Unit rates	Supplier Priced
Waste Transfer Station			
Traffic Management	✓		
Earthworks	✓		
Pavements	✓		✓
Weigh Bridges			✓
Storm water Drainage	✓		
Storm water Quality	✓		
Building Works			✓
Retaining Walls			✓
Water Reticulation	✓		✓
Electrical Services	✓		✓
Indirect Costs	✓	✓	
Laurenceson Rd External Works			
Provision for Traffic	✓		
Environmental management	✓		
Storm water Drainage	✓		
Earthworks	✓		
Pavements	✓		✓
Lighting	✓		
Indirect Costs	✓	✓	

3.2 Approach

The methodology used to develop this cost estimate report complies with the requirements of TMR's PCEM 7th Edition, July 2017.

Type 1 project	Complex/high or extreme risk transport infrastructure projects, requiring higher levels of investigation, rigor and control.
Type 2 project	Straight forward/medium risk transport infrastructure projects, requiring moderate levels of investigation, rigor and control.
Type 3 project	Simple/low risk transport infrastructure projects, requiring lower levels of investigation, rigor and control.

Table 2.2 - Project types

1

From the above definitions is the PCEM 7th Edition 2017 this project is deemed to be Type 2

Estimate stage	Type 1 project	Type 2 project	Type 3 project
Strategic or pre project	Unit rate method	Global estimate	Global estimate
Project proposal	Unit rate method	Unit rate method	Global estimate
Options analysis	60% value at unit rates estimate, 40% value at first principles estimate	Unit rate method	Global estimate
Business case	First principles estimate at WBS level 4 or 5	Approx. 60% value of estimate by unit rates, 40% by first principles	Unit rate method
Development phase stage 1 design	First principles estimate at WBS level 4 or 5	Approx. 20% value of estimate by unit rates, 80% by first principles	Not applicable
Development phase stage 2 design	First principles estimate at WBS level 4 or 5	First principles estimate at WBS level 3	First principles estimate at WBS level 3

Table 9.1 - Recommended estimating methods

2

In accordance with Table 9.1 this project is at the concept phase therefore the minimum standard of estimate preparation is Unit Rates. It should be noted that this estimate was developed at the level of business case Type 2 project.

The cost estimate has been created using Expert Estimation software (2014 version).

The schedule of quantities has been prepared initially by GRC and adjusted where required including adopting the TMR Work Breakdown Structure (WBS) and / or relevant to the way in which subcontractors have supplied pricing.

Fission has relied upon recent experience from similar projects to include items that are not specifically identified in documentation provided but necessary for completion of the works.

3.3 Source Data

Fission maintains a data base of costs for labour, materials, plant and subcontract cost types which is updated on a regular basis by seeking the latest industry prices. These cost rates are adjusted where appropriate for the specific project to take cognizance of locality and scale. For those items having a significant cost impact (that is quarry products, precast concrete and the like), every effort is made to obtain up to date specific project pricing. Assumptions relating to rates are noted within Appendix F – Construction Submission Schedule Item Notes.

It should be noted that supplier/subcontractor quotations are generally for budgeting purposes only and it is likely that more competitive prices will be available when the project goes to tender.

¹ Table 2.2 from Section 2.6.5.2 of PCEM 7th Edition 2017

² Table 9.1 from Section 9.2 of PCEM 7th Edition 2017

Fission has undertaken an analysis of recent Enterprise Agreements in the Queensland civil construction industry. The labour rates allowed in the cost estimate are reflective of current and relevant enterprise agreements. Detail of the rates used are listed in table 5 below.

Table 5 Labour Rates

Classification	Group	Hourly Rate
Skilled Labour	CW3	\$57.50
Plant Operator	CW4	\$54.08
Electrician	CW6	\$59.31
Concreter/Steel fixer	CW6	\$59.31

3.4 Delivery

The method of delivery is defined as follows;

- Waste Transfer Station: Design and Construct
- External Works: Construct Only

4 Construction Estimate

4.1 Direct Job Costs

Direct Job Costs include all Contractor costs necessary for each physical work item and have been developed from a hybrid of first principles, unit rates and supply pricing, unless noted otherwise in Appendix F – Construction Estimate Submission Schedule Item Notes.

The top scheduled direct cost items by value are illustrated in the table below. These exclude overhead and profit.

Table 6 Key Cost Items (Waste Transfer Station)

Item	Description	Quantity	Unit	Rate \$	Amount \$	% of DJC
1	Supply and construct WTS building	1,160	m ²	\$905.29	\$1,050,139	19%
2	Supply and construct Resale Shop	800	m ²	\$662.20	\$529,762	10%
3	Supply and compact base course	16,700	m ²	\$24.21	\$404,302	7%
4	Supply and place 40mm AC 10M	11,300	m ²	\$34.49	\$389,731	7%
5	Supply and compact sub base course	16,700	m ²	\$22.70	\$379,097	7%

Table 7 Key Cost Items (External Works)

Item	Description	Quantity	Unit	Rate \$	Amount \$	% of DJC
1	Asphalt (AC14)	625	t	\$259.12	\$161,950	3%
2	Subtype 2.3	660	m ³	\$139.40	\$92,006	2%
3	Subtype 2.5	726	m ³	\$120.87	\$87,751	2%
4	Subtype 2.1	600	m ³	\$144.70	\$86,819	2%
5	S&I RCPs Class 3 300mm	281	m	\$170.57	\$47,862	1%

There are several key components to the works contribute 55% of the Direct Job Costs for the project. To provide greater clarity and assurance over these items, subcontractor and supplier costs have been sought. These major contributing costs for the project, are listed in table 8 below.

Table 8 Major Supplied Prices

Item	Description	Supplier	Amount \$	% of DJC
1	Buildings	Sutton Building Solutions	\$1,619,901	29%
2	Asphalt	Allens Asphalt	\$632,000	11%
3	Quarry Products	Boral Quarries	\$502,000	9%
4	Weighbridges	NuWeigh	\$330,000	6%

It has been advised by GRC that the anticipated cost of plant required to facilitate the operation of the transfer station (loaders, excavators etc) could reach \$500,000. Note that at this time, the cost has not been included in the estimate as it is likely these costs will be part of the operation and management contract of the waste transfer station.

4.2 Indirect Job Costs

Indirect Job Costs include any allowances that a Contractor requires to manage the project and cover the recurring and non-recurring Indirect Job costs.

The main elements of the Indirect Job Costs are;

- Supervision,
- Staff & Labour Allowances,
- Site Vehicles,
- Site Facilities,
- Office Facilities,
- Insurances and Fees,
- Site Services,
- Plant and Equipment Transport,
- Finance,
- Escalation,
- Survey,
- Small Plant, and
- Miscellaneous Other Items

These costs have been developed from first principles and a separate schedule of indirect job cost items is included in the Expert Estimation software.

Indirect Job Costs as a percentage of Direct Job Cost will vary depending on project type, complexity, size and location. For the combined packages the Indirect Job Cost equates to 24.11% of the Direct Job Costs. This percentage is higher as the likely construction staging results in a stop-start situation. There is the opportunity to bring this cost down though a more advantageous construction staging plan.

4.3 Project Profit

The terms Project Profit and Project Margin are generally interchangeable. They both allow for Off-site Overheads and Company Profit.

Off-site Overheads accounts for the Head Office or Corporate costs of the Contractor. Off-site Overheads can vary depending on company size and structure. For this Project, it has been assumed that delivery will be by a Tier 2/3 Contractor.

Company Profit is the remaining profit once Off-site Overheads have been accounted for and is the return on sales that the Contractor seeks to make on the Project. The percentage will vary depending on the type of project (that is Construct only or Design and Construct), level of construction risk, complexity of project, construction market conditions, Contractor workload.

For the Waste Transfer Station works, profit is set at 10%. As mentioned above, no allowance has been made for profit on the external works to Laurenceson Road.

These percentages are considered to be appropriate based on recent discussions with contractors working in the industrial sub division construction market.

5 Principal's Costs

5.1 Staff and Advisors

Principal's costs were advised by GRC, expressed as a percentage of construction costs.

- Internal Client costs (Project Management, Legal, Technical Review, Governance),
- Technical advisors,
- Principal Arranged Insurance, and
- Contract Supervision.

5.2 Sunk costs

Sunk costs were provided by GRC.

5.3 Property

Property Costs have not been included in this estimate.

5.4 Public Utility Plant

It is understood GRC will undertake required PUP works.

6 Construction Methodology

6.1 Summary

The project scope is well defined and is considered low risk from a delivery perspective. The construction of the project is considered greenfield with brownfields connectivity to Laurenceson Road.

Key constructability considerations for both project areas are;

- Bulk earthworks,
- Building works,
- Weigh bridges,
- Sewer pump station,
- Pavements, and
- Traffic management.

6.2 Construction Duration

Construction Programmes are included in Appendix H. The overall timing and cashflow is based on;

- External Road Works: July 2019 – December 2019
- Waste Transfer Station: April 2020 – June 2021

The individual construction timeframes are;

Table 9 Summary Project Durations

Package	Duration
Waste Transfer Station	54 weeks
External Works	30 weeks

7 Risk and Opportunity Review

To maintain a consistent quantitative risk assessment process across both packages of work, both construction estimates are classified using the DIRDC PCB classification for the purposes of quantifying confidence and ranging contingency. The DIRDC PCB maintains 13 headings for cost classification the following headings have been used for this project where relevant;

1. Environmental works,
2. Traffic management and temp works,
3. Public utilities adjustments,
4. Bulk earthworks,
5. Retaining walls,
6. Drainage,
7. Bridges / Fauna Crossing,
8. Tunnels,
9. Pavements,
10. Finishing works,
11. Traffic signage, signals, controls,
12. Design (if by contractor), and
13. Supplementary items.

This project contains significant scope that doesn't appropriately reside in the above-mentioned classifications and therefore an additional 6 headings are included;

14. Watermain Pipe,
15. Watermain Fittings,
16. Building Works,
17. Sewer Reticulation,
18. Electrical Reticulation, and
19. Mechanical & Electrical.

By increasing the classification list, we can more accurately define both cost allocation and cashflow resulting in a more robust risk ranging and contingency valuation process.

7.1 Planned Risk and Opportunity

Planned risks relate to the "known" aspects of the project and consider the potential variance in;

- Quantifying the nominated scope of work (quantity variance), and
- The estimated productivity and rates associated with the estimate (rate variance).

The project is at concept design stage. An assessment of the planned risk has been carried out in the context of a Tier 2/3 multi discipline project. This approach takes account of the rate, quantum and correlation of risks. The assessment of the variance range on the high-level summaries is shown in Appendix J.

7.2 Unplanned Risk and Opportunity

Unplanned risks relate to potential changes in circumstances that may, upon occurrence, impact on the scope or nature of the works and hence the cost to deliver the project.

The categories of cost risk that impact the project and need to be managed are;

- Design Development Changes,

- Standards and Policy Changes,
- Third Party Influences,
- Revised Functionality,
- Project Delay,
- Changes during Implementation Phase, and
- Unmeasured Items.

An initial risk register detailing the unplanned risks for the project was prepared by Fission based on the understanding gained during the development of the estimate.

7.1. Quantification of each of the cost risks was undertaken by Fission.

The assessment of the unplanned risks is shown in Appendix K.

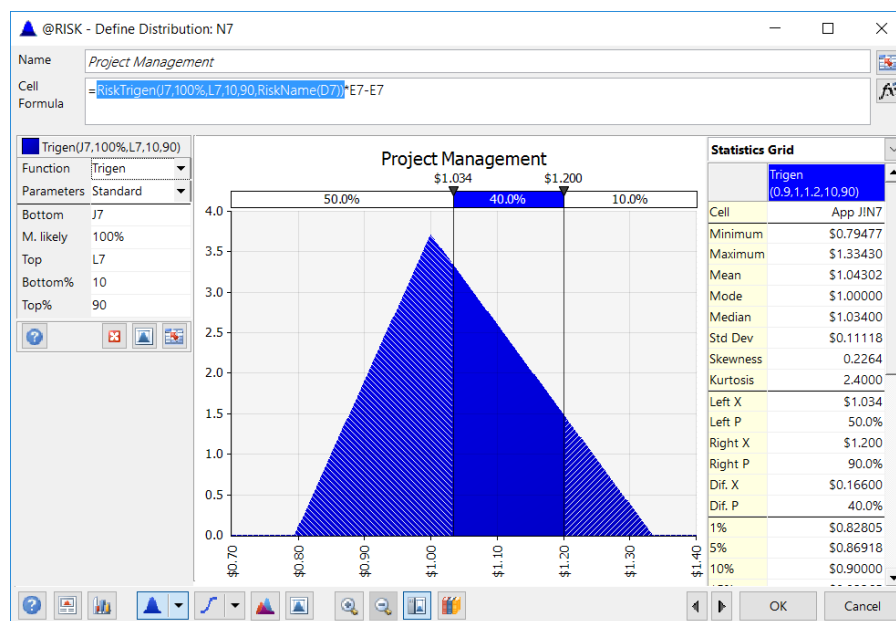
7.3 Statistical Risk Analysis

The probabilistic method has been used to determine the risk outcomes for the project. Monte Carlo simulation using @Risk software was used to model the possible cost outcomes. It runs many iterations of different cost combinations for an estimate element to build up a probability distribution of overall project cost.

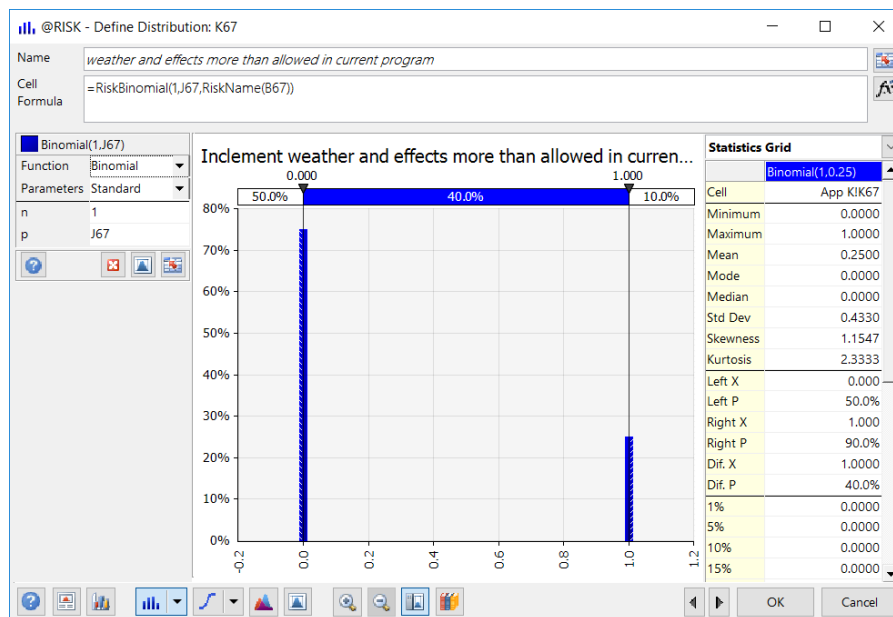
During the simulation, a number of outputs are collected from the model providing an insight into the drivers of the cost risk. The most important of these is the Total Risk Output, this is the collation of the cost risk required for the whole project for each of the simulations and includes all aspects of the risk (planned. Unplanned, Client and Contract). This set of outputs is the basis for the reporting of the P50 and P90 risk assessment.

The risks and uncertainty were modelled using a variety of different input distributions.

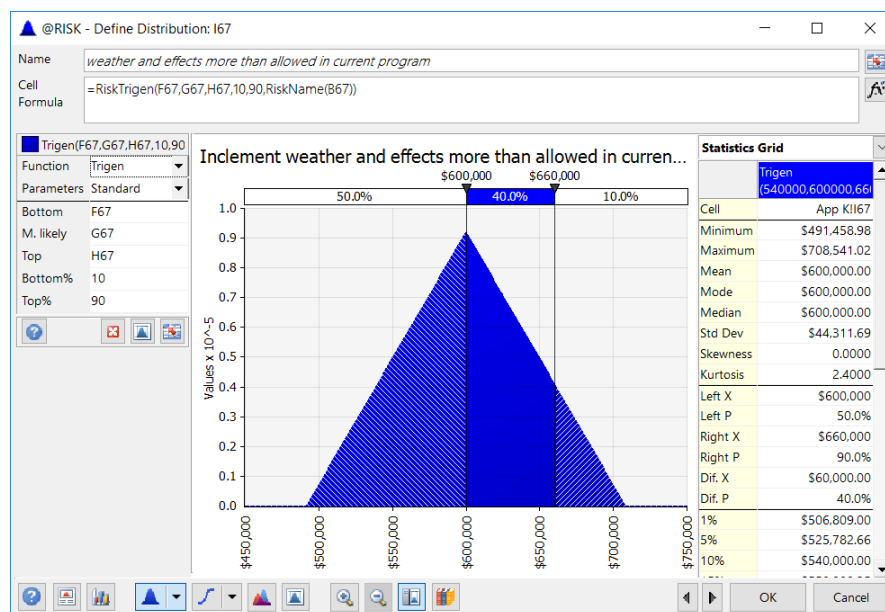
Planned risks - Trigen with the bottom specified at the P10, the most likely specified as the P50 and the Top specified as the P90. This gives the ranges provided during the risk assessment additional width to account for optimism bias.



Unplanned risk likelihood - Binomial returning a value of 1 based on the likelihood percentage assigned to the risk.



Unplanned risk consequence - Trigen with the bottom specified at the P10, the most likely specified as the P50 and the Top specified as the P90. This gives the ranges provided during the risk assessment additional width to account for optimism bias.



The risk sampling parameters used during the simulations were

- Sampling type - Latin Hypercube,
- Generator - Mersenne Twister,
- Initial Seed - Fixed (1), and
- Iterations - 10,000 to ensure convergence.

The outputs from probabilistic assessment is contained in Appendix L.

Much of the uncertainty relates to the potential change in the design, contract variations during delivery and traffic management methodology.

The planned/unplanned risks that have the greatest influence on the variance to mean on risk contingency are listed below;

Table 10 Top 4 Risks

Risk ID	Risk Description	Variance to Mean on Risk Contingency
Risk #1	Building Works	-\$0.392M to +\$0.463M
Risk #2	Pavements	-\$0.356M to +\$0.420M
Risk #3	Scope Change	-\$0.489M to +\$0.061M
Risk #4	Bulk Earthworks	-\$0.160M to +\$0.262M

The accuracy of the estimate can be represented as suggested in the AACE 17R-97: Cost Estimate Classification System. Accuracy is expressed as a +/- percentage range around the point estimate after application of contingency. The estimate accuracy range at 90% confidence is -8.67% +9.11% based on the P5/P50/P95 for the assessed project, corresponding estimate and risk assessment.

8 Escalation Calculation

8.1 Escalation Review

The allowance for escalation of costs for the project has been determined by applying the following escalation indices across the various years of project expenditure;

Table 11 Escalation Indices

Financial Year	Escalation Factor
2018/2019	3%
2019/2020	4%
2020/2021	3%

8.2 Project Cashflow

The cash flow and escalation calculations are based on an estimate base date of February 2019, a construction start date of June 2019 and a completion date of June 2021.

Client's costs (Unexpended) are spread with a linear profile whilst construction costs are based on the anticipated expenditure profile from the construction programme.

Risk contingency amounts are spread on a pro-rata basis across the various cost elements such as Development and Delivery.

Cash flow details are included in Appendix M – Cash Flow and Escalation

9 Review

9.1 Internal review

An internal review of the cost estimate was carried out by a Director of Fission who was not directly involved with the project. The internal review is to ensure that all elements of the direct and indirect cost checklist have been considered and included where necessary and that the estimate is reasonable and benchmarks against similar types of projects. The Internal Review is included in Appendix N.

9.2 Peer Review

A Peer Review has not been undertaken by an external independent and experienced estimator at the time of this Report.

Appendix A - Information Reviewed

Appendix A - Information Received

Project : F1907 Laurenceson Road Waste Transfer Station

Date	In/Out	From	To	Ref	Document Description	Dwg / Sketch Details if applicable		
						Dwg Number	Rev	Format
24-Jan-19	Incoming	R. Tebbutt	R. Burman	Email	LAURENCESON ROAD WASTE TRANSFER STATION REQUEST FOR QUOTATION OF PROJECT ESTIMATION SERVICES CSF138_Request for Quotation			PDF
				Email	CSF138_Returnable Schedules			Word
				Email	CSF148D_GCoC			PDF
				Email	CSF148D_GCoC_Returnable Schedules			Word
				Email	Attachment 1 - Preliminary Design Drawings		3	PDF
				Email	Attachment 2 - Laurenceson Road Buckley Drive Int Concept	1/01/2281		PDF
				Email	Attachment 3 - Survey Plan			PDF
				Email	Attachment 4 - Services Plan			PDF
				Email	Attachment 5 - BOQ_Excel_190121			Excel
08-Feb-19	Incoming	R. Tebbutt	R. Burman	Email	LAURENCESON ROAD WASTE TRANSFER STATION - EXPERT ESTIMATION SERVICES NRL07248 - Letter of Acceptance_Fission			PDF
				Email	CSF315_New Supplier Detail Form			PDF
21-Feb-19	Incoming	R. Tebbutt	R. Burman	Email	RE: Laurenceson			
21-Feb-19	Incoming	R. Tebbutt	R. Burman	Email	RE: LAURENCESON ROAD WASTE TRANSFER STATION - EXPERT ESTIMATION SERVICES CSF315_New Supplier Detail Form			PDF
21-Feb-19	Incoming	R. Tebbutt	R. Burman	Email	RE: LAURENCESON ROAD WASTE TRANSFER STATION - EXPERT ESTIMATION SERVICES			
21-Feb-19	Incoming	R. Tebbutt	T. Campbell	Email	Landscaping rates, PSUMs, Milestones			
25-Feb-19	Incoming	R. Tebbutt	T. Campbell	Email	Client Costs			
28-Feb-19	Incoming	R. Tebbutt	T. Campbell	Email	RE: Laurenceson Road Waste Transfer Station			

Appendix B - Project Cost Summary

Appendix B - Project Cost Summary

Project : F1907 Laureceson Road Waste Transfer Station

Project Summary	Amount 2019 \$
Client	
Scoping	
Project Management	\$ 7,296
Design and Investigation	\$ 99,166
Development	
Project Management	\$ 25,500
Design and Investigation	\$ 28,390
Delivery	
Project Management	\$ 386,175
Design and Investigation	\$ 74,725
Client supplied insurance, fees, levies	\$ 74,725
Property	
Purchase price	
Transactional cost and other costs	
Business compensation	
Environmental offsets	
Construction	
Contractor	
Environmental works	\$ 45,312
Traffic management and temporary works	\$ 126,552
Public utilities adjustments	\$ 250,000
Bulk earthworks	\$ 514,320
Retaining walls	
Drainage	\$ 488,861
Bridges / Fauna Crossing	
Tunnels	
Pavements	\$ 2,084,082
Finishing works	\$ 359,542
Traffic signage, signals, controls	\$ 31,677
Design (if by contractor)	\$ 572,739
Supplementary items	\$ 27,133
Watermain Pipe	
Watermain Fittings	
Building Works	\$ 2,246,623
Sewer Reticulation	\$ 199,757
Electrical Reticulation	\$ 24,627
Mechanical & Electrical	\$ 501,278
Client	
Client supplied materials and construction services	\$ 50,000
Risk P90	
Contractor	\$ 1,271,804
Client	\$ 1,416,925
Escalation	\$ 732,380
Project Total - Excluding GST	\$ 11,639,589

Appendix C - Principal's Costs

Appendix C - Principal's Costs

Project : F1907 Laurenceson Road Waste Transfer Station

Client Cost Summary	Amount	% of Const Cost	Comment
Scoping			
Project Management	\$ 7,296		RT e-mail dated 25/02/19
Design and Investigation	\$ 99,166		RT e-mail dated 25/02/19
Development			
Project Management	\$ 25,500		RT e-mail dated 25/02/19
Design and Investigation	\$ 28,390		Road design - RT e-mail dated 25/02/19
Delivery			
Project Management	\$ 386,175		RT e-mail dated 25/02/19
Design and Investigation	\$ 74,725	1%	Main works D&C, allowance for support
Client supplied insurance, fees, levies	\$ 74,725	1%	Allowance for Council fees and levies
Client supplied materials and construction services (Included PUP)	\$ 50,000		Construction completion allowance, PUP by Council
Property			
Purchase price		0	No additional property required
Transactional cost and other costs			No additional property required
Business compensation			No additional property required
Environmental offsets			No additional property required
		\$ 7,472,503	Construction cost
Total Client Costs	\$ 745,977	10.0%	equivalent percentage of construction cost

Appendix D - Construction Estimate Summary

Appendix D - Construction Estimate Summary

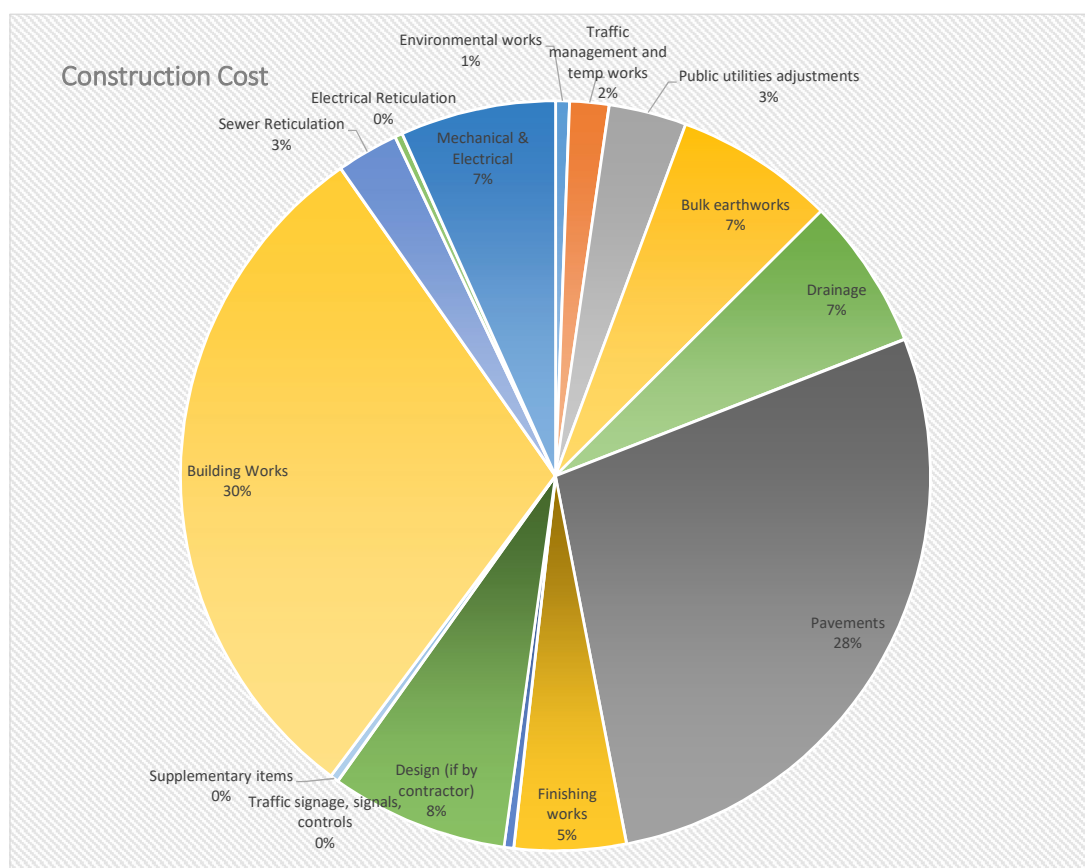
Project : F1907 Laurenceson Road Waste Transfer Station

Construction Estimate Summary								
	Labour	Material	Plant	Subcontract	Total	% CV	% TC	% DC
Direct costs	1,220,927	1,790,584	786,222	1,837,209	5,634,942	75.41	87.77	100.00
Overhead costs	579,104	123,198	40,177	42,578	785,057	10.51	12.23	13.93
<i>Sub total, costs</i>	<i>1,800,030</i>	<i>1,913,783</i>	<i>826,400</i>	<i>1,879,786</i>	<i>6,419,999</i>	<i>85.92</i>	<i>100.00</i>	<i>113.93</i>
Risks and opportunities								
Preadjustments								
Cost Total	1,800,030	1,913,783	826,400	1,879,786	6,419,999	85.92	100.00	113.93
Overall margin	13	on total cost			802,500	10.74	12.50	14.24
Corporate margin		on total cost						
Margins on direct costs (%)								
Margins on overhead costs (%)								
Margins on risks and opportunities (%)								
Margins on preadjustments (%)								
Defined margin								
Margins on provisional sums (%)								
<i>Margins total</i>					<i>802,500</i>	<i>10.74</i>	<i>12.50</i>	<i>14.24</i>
Items on which no margin is calculated								
Post adjustments								
Provisional sums					250,000	3.35	3.89	4.44
Anticipated Direct Costs								
Anticipated Overhead Costs								
<i>Project Total</i>					<i>7,472,499</i>	<i>100.00</i>	<i>116.39</i>	<i>132.61</i>
0 unfinished direct cost items exist in a total of 194								
0 unfinished overhead cost items exist in a total of								

Appendix E - Construction Estimate Submission Schedule

Appendix E - Construction Estimate Submission Schedule

Project : F1907 Laureceson Road Waste Transfer Station



Summary by DIRD PCB Classification				
1	Environmental works			\$ 45,312
2	Traffic management and temp works			\$ 126,552
3	Public utilities adjustments			\$ 250,000
4	Bulk earthworks			\$ 514,320
5	Retaining walls			
6	Drainage			\$ 488,861
7	Bridges / Fauna Crossing			
8	Tunnels			
9	Pavements			\$ 2,084,082
10	Finishing works			\$ 359,542
11	Traffic signage, signals, controls			\$ 31,677
12	Design (if by contractor)			\$ 572,739
13	Supplementary items			\$ 27,133
14	Watermain Pipe			
15	Watermain Fittings			
16	Building Works			\$ 2,246,623
17	Sewer Reticulation			\$ 199,757
18	Electrical Reticulation			\$ 24,627
19	Mechanical & Electrical			\$ 501,278
Total Construction Cost				\$ 7,472,503

Construction Cost - Submission schedule

Item	Description	Unit	Quantity	Unit rate	Amount
	Waste Transfer Station				
	1 Preliminaries				
1.1	Establishment	item	1.00	\$ 5,904	\$ 5,904
1.2	Site facilities and security	item	1.00	\$ 65,468	\$ 65,468
1.3	Site management (QA, WH&S & EMP)	item	1.00	\$ 18,536	\$ 18,536
1.4	Set out survey	item	1.00	\$ 11,918	\$ 11,918
1.5	As-built verification Survey plan	item	1.00	\$ 11,918	\$ 11,918
1.6	De-mobilisation including removal of compound	item	1.00	\$ 5,904	\$ 5,904
1.7	Contractor's Design Allowance	item	1.00	\$ 486,286	\$ 486,286
	2 Site Preparation and Earthworks				
2.1	Strip work area of existing vegetation, rubbish and debris and remove from site	m ²	16,700.00	\$ 2	\$ 26,386
2.2	Earthworks Cut to Fill	m ³	5,462.00	\$ 45	\$ 247,156
2.3	Landscaping	m ²	9,400.00	\$ 6	\$ 56,400
2.4	Landscaping to road frontage area	item	1.00	\$ 91,261	\$ 91,261
	3 Waste Transfer Shed and Loading Tunnel				
3.1	Shape and compact existing subgrade including proof roll	m ²	1,360.00	\$ 3	\$ 4,461
3.2	Supply, place and compact sub base	m ²	1,360.00	\$ 35	\$ 47,396
3.3	Shed Concrete and Footings including retaining walls	item	1.00	\$ 541,767	\$ 541,767
3.4	Waste Transfer Shed	item	1.00	\$ 497,201	\$ 497,201
3.5	Electrical	item	1.00	\$ 72,558	\$ 72,558
3.6	Hydraulics	item	1.00	\$ 89,414	\$ 89,414
3.7	Oil Separators	item	1.00	\$ 43,974	\$ 43,974
3.8	Sewer Pump Station	item	1.00	\$ 199,757	\$ 199,757
3.9	Rainwater Tanks	item	1.00	\$ 61,075	\$ 61,075
3.10	Design of building	item	1.00	\$ 53,747	\$ 53,747
3.11	Building Fit out	lsum	1.00		\$ 250,000
	4 Site Pavement and Road Construction				
4.1	Upgrade entry / exit configuration	item	1.00	\$ 2,540	\$ 2,540
4.2	Shape and compact existing subgrade including proof roll	m ²	16,700.00	\$ 3	\$ 54,776
4.3	Supply, place and compact sub base	m ²	16,700.00	\$ 30	\$ 500,165
4.4	Supply, place and compact base course	m ²	16,700.00	\$ 32	\$ 533,899
4.5	Supply and place 40mm AC 10M, inc. prime	m ²	11,300.00	\$ 46	\$ 523,642
4.6	Supply and install of weighbridge (incl. footings)	item	2.00	\$ 173,647	\$ 347,294
4.7	Supply and install gatehouse and fittings	item	1.00	\$ 30,233	\$ 30,233
4.8	Supply and place barrier kerb type 17	m	1,854.00	\$ 66	\$ 122,902
4.9	Supply and place kerb type 5	m	430.00	\$ 55	\$ 23,616
	5 Surface Water Management				
5.1	Earthen swale including excavation, batters etc	m	420.00	\$ 6	\$ 2,491
5.2	Formalise landscaped stormwater basin	m ²	600.00	\$ 86	\$ 51,528
5.3	Install RCBC pipe culvert under road	m	15.00	\$ 832	\$ 12,476
5.4	Install RCBC pipe under carpark access	m	12.00	\$ 771	\$ 9,254
5.5	Install basin outlet headwall	item	2.00	\$ 5,057	\$ 10,114
5.6	Install basin outlet pipe	m	45.00	\$ 827	\$ 37,206
5.7	Supply and install Gross Pollutant Trap - Humeguard HG18 and associated works	No.	1.00	\$ 68,439	\$ 68,439
	6 Resale and Repair Shop				
6.1	Shape and compact existing subgrade including proof roll	m ²	880.00	\$ 3	\$ 2,886
6.2	Supply, place and compact sub base	m ²	880.00	\$ 31	\$ 27,324
6.3	Concrete slab, footings, testing etc	item	1.00	\$ 147,803	\$ 147,803
6.4	Shed, awning, fit out, toilets, sales shop	item	1.00	\$ 395,941	\$ 395,941
6.5	Electrical fit out	item	1.00	\$ 64,496	\$ 64,496
6.6	Mechanical fit out	item	1.00	\$ 24,186	\$ 24,186
6.7	Hydraulics	item	1.00	\$ 79,397	\$ 79,397
6.8	Design of building	item	1.00	\$ 53,747	\$ 53,747
6.9	Internal fencing and gates to outdoor sales yard, carpark gates	m	110.00	\$ 185	\$ 20,321
6.1	Resale Shop Carpark	m ²	776.00	\$ 122	\$ 94,300
	7 Miscellaneous				
7.1	Signs	item	1.00	\$ 25,127	\$ 25,127
7.2	Supply & install portable fire extinguishers and signage	each	10.00	\$ 222	\$ 2,217

Item	Description	Unit	Quantity	Unit rate	Amount
7.3	Site CCTV	item	1.00	\$ 94,460	\$ 94,460
7.4	Bypass boom gate and controllers	item	2.00	\$ 3,090	\$ 6,180
7.5	Street sweeper unloading bay. Subgrade preparation, construction and commission	item	1.00	\$ 24,593	\$ 24,593
7.6	Line marking	item	1.00	\$ 2,763	\$ 2,763
7.7	Weight measurement for loading of trucks	No.	1.00	\$ 147,804	\$ 147,804
7.8	Supply and installation of 2 x 100mm diameter, heavy duty conduit in new road construction	m	220.00	\$ 85	\$ 18,621
7.9	Installation of mains connection including mains connection cable. Supply and Install POS	each	1.00	\$ 2,119	\$ 2,119
7.1	Supply and Installation of cable 4C + E, 2.5mm 4 cores plus Earth	m	220.00	\$ 18	\$ 3,887
	Subtotal Waste Transfer Station				\$ 6,457,234
	External Roadworks - Contractor				
	PRELIMINARIES				
1101	Site establishment and disestablishment, contractors site facilities and camp (TMR Items 1101, 1102)	item	1.00	\$ 17,248	\$ 17,248
1201	Provision for traffic (Refer specification Clause 7) (TMR Items 1201, 1202)	item	1.00	\$ 43,836	\$ 43,836
1331.00	Develop and Implement Environmental Management Plan (Construction) (Refer specification Clause 9) (TMR Items 1331, 1332)	item	1.00	\$ 9,345	\$ 9,345
EW1.05	Project Quality, Safety, Environmental, Inspection & Testing Plan (Refer Specification Clause 5) (Annexure MRTS04.1)	item	1.00	\$ 4,450	\$ 4,450
EW1.06	Preparation of as-construction information (Refer Specification Clause 12)	item	1.00	\$ 8,870	\$ 8,870
	ENVIRONMENTAL MANAGEMENT (MRS/MRTS 51)				
20242P	Fauna management including fauna spotter/catcher (Provisional Quantity, if ordered) (TMR Item 1375P)	each	1.00	\$ 1,173	\$ 1,173
	DRAINAGE AND PROTECTIVE TREATMENTS (MRS/MRTS 03)				
30001	Removal or demolition of culverts, complete (TMR Item 2101)	lump	1.00	\$ 521	\$ 521
30006	Removal or demolition of concrete kerb and channel including kerb crossings (TMR Item 2106)	m	60.00	\$ 18	\$ 1,106
30007	Removal or demolition of concrete slabs (TMR Item 2107)	m ²	40.00	\$ 28	\$ 1,117
30251.01	Supply and installation of concrete pipe culvert components, Class 3, 300mm diameter (TMR Item 2241)	m	280.60	\$ 168	\$ 47,256
30251.02	Supply and installation of concrete pipe culvert components, Class 3, 450mm diameter (TMR Item 2241)	m	14.64	\$ 241	\$ 3,534
30364	Aprons to culverts, steel wire mattresses (TMR Item 2316)	m ³	15.00	\$ 893	\$ 13,392
30366	Precast concrete end structures to culverts, 450mm diameter including wings, apron and cut-off wall	each	1.00	\$ 2,722	\$ 2,722
30454.01	Concrete channel, type 27 (TMR Item 2403)	m	225.00	\$ 49	\$ 11,124
30454.02	Concrete kerb & channel, barrier kerb type 7 (TMR Item 2404)	m	450.00	\$ 49	\$ 22,203
30455	Concrete kerb & channel crossings, semi-mountable kerb type 17 (TMR Item 2405)	m	4.00	\$ 145	\$ 580
30466	Pre-Cast concrete side inlet gullies with cast-in-place pits (TMR Item 2417)	each	5.00	\$ 4,304	\$ 21,518
30551	Subsoil drains, Type B, 100mm diameter (TMR Item 2501)	m	750.00	\$ 33	\$ 24,698
30553	Subsoil drain outlet connection, 100mm diameter (TMR Item 2503)	each	5.00	\$ 218	\$ 1,089
30554	Subsoil drain clean-out, 100mm diameter (TMR Item 2504)	each	5.00	\$ 218	\$ 1,092
30661	Hand placed concrete paving, 100mm thick pedestrian path (TMR Item 2631)	m ²	450.00	\$ 98	\$ 44,190
			0.00		
	GENERAL EARTHWORKS (MRS/MRTS 04)		0.00		
32001	Clearing and grubbing (removal off site) (TMR Item 3101)	m ²	1,500.00	\$ 1	\$ 1,950
32003P	Stripping of topsoil for re-use as planting material (Provisional Quantity, as directed) (TMR Item 3103P)	m ³	75.00	\$ 12	\$ 891
32007	Ground surface treatment under embankment, standard (Provisional Quantity) (MRS04 Item 3104P)	m ²	1,500.00	\$ 5	\$ 7,200
32018P	Excavation and disposal of Unsuitable Material with individual excavation > 10 m ³ (Provisional Quantity, if ordered) (TMR Item 3109P)	m ³	600.00	\$ 40	\$ 23,868
32101	Road excavation, all materials (TMR Item 3201)	m ³	2,500.00	\$ 18	\$ 44,125
32201	Road embankment (TMR Item 3301)	m ³	500.00	\$ 6	\$ 3,095

Item	Description	Unit	Quantity	Unit rate	Amount
32306P	Subgrade treatment Type A in cuttings and in embankments (Provisional Quantity, if ordered) (TMR Item 3402P)	m ²	6,000.00	\$ 3	\$ 19,860
32314P	Subgrade in cuttings, subgrade treatment type C, replace with unbound pavement material (Subtype 2.5) (Provisional Quantity, if ordered) (TMR Item 3404P)	m ³	300.00	\$ 88	\$ 26,514
32401	Backfill with General Backfill (Provisional Quantity, if ordered) (TMR Item 3501)	m ³	300.00	\$ 22	\$ 6,642
32502	Entrances to private properties (TMR Item 3602)	m	40.00	\$ 35	\$ 1,392
	UNBOUND PAVEMENTS (MRS/MRTS 05)				
40002	Subtype 2.1 Unbound pavement, Base layer (TMR Item 4151)	m ³	600.00	\$ 142	\$ 85,254
40004	Subtype 2.3 Unbound pavement, Subbase layer (TMR Item 4153)	m ³	660.00	\$ 137	\$ 90,407
40006	Subtype 2.5 Unbound pavement, Subbase layer (TMR Item 4155)	m ³	726.00	\$ 119	\$ 86,198
	SPRAYED BITUMINOUS SURFACING (MRS/MRTS 11)				
40702	Primer seal, grade (AMC4), spray rate (1.6 l/m ²), including supply and transport of binder, (MRS11 Item 5102)	litre	8,000.00	\$ 2	\$ 15,760
40703	Seal, grade (C170), spray rate (1.0 l/m ²), including supply and transport of binder, (MRS11 Item 5103)	litre	5,000.00	\$ 2	\$ 10,700
5103.02	Seal (batter), grade (C170), spray rate (2.0 l/m ²), including supply and transport of binder (Provisional if ordered) (MRS11 Item 5103)	litre	1.00	\$ 3	\$ 3
5112.01	Spreading cover aggregate (16mm) (100 m ² /m ³) (Precoated), (including supply and transport) (MRS22 Item 5112, 5132)	m ³	50.00	\$ 616	\$ 30,807
5112.02	Spreading cover aggregate (10mm) (140 m ² /m ³) (Precoated), (including supply and transport) (MRS22 Item 5112, 5132)	m ³	36.00	\$ 797	\$ 28,688
			0.00		
	ASPHALT PAVEMENT (MRS/MRTS 30)		0.00		
40901	Preparation of the existing surface (TMR Item 5401)	m ²	5,000.00	\$ 1	\$ 4,250
73005	Tack coat, residual bitumen (Provisional Quantity) (TMR Item 5404P)	m ²	5,000.00	\$ 2	\$ 9,850
41750	Medium duty dense graded asphalt in corrector course, AC 14 M mix	tonne	625.00	\$ 259	\$ 161,950
	ROAD FURNITURE (MRS/MRTS 14)				
50051	Road edge guide posts (Safe roads "Snaploc" Flexible guide post) (Provisional Quantity, if ordered) (TMR Item 6111)	each	12.00	\$ 44	\$ 526
50160	Steel beam guardrail, w beam (TMR Item 6161)	m	20.00	\$ 157	\$ 3,144
50162	Steel beam guardrail, terminal type 1 (TMR Items 6163)	each	2.00	\$ 5,265	\$ 10,530
50053	Supply and install regulatory, warning and hazard sign faces, single post (TMR Item 6123, 6133)	lump	1.00	\$ 6,550	\$ 6,550
	LANDSCAPING WORKS (MRS/MRTS 16)				
50803	Install topsoil (100mm thick, site sourced) (Provisional Quantity, as directed) (TMR Item 3830)	m ²	1,500.00	\$ 4	\$ 5,355
50855	Hydro mulch grass seeding (single pass) (Grass Seed Mix) (refer Annexure MRTS16.1) (TMR Item 3838)	m ²	1,000.00	\$ 1	\$ 1,310
50901	600mm wide Turf (Class B couch) (Provisional Quantity, if ordered) (TMR item 3847)	m ²	500.00	\$ 5	\$ 2,385
3892P	Establishment Period Watering (Provisional Quantity, as directed) (TMR Item 3892P)	kltr	200.00	\$ 11	\$ 2,268
	ROAD SURFACE DELINEATION (MRS/MRTS 45)				
6319	Edge/Barrier line, 150mm wide, white, paint (TMR Item 6319)	m	450.00	\$ 2	\$ 1,080
	SUPPLEMENTARY WORKS				
9001.01	Street Lighting	item	5.00	\$ 8,331	\$ 41,653
	Total External Roadworks - Contractor			\$	1,015,269
	Total for project			\$	7,472,503

Appendix F - Construction Estimate Submission Schedule Notes

Appendix F - Construction Estimate Submission Schedule Notes

Project : F1907 Laurenceson Road Waste Transfer Station





Submission Schedule Notes		
Item	Description	Assumption/Comment
	Waste Transfer Station	
1	Preliminaries	
1.1	Establishment	
1.2	Site facilities and security	
1.3	Site management (QA, WH&S & EMP)	± Based on TMR WBS items
1.4	Set out survey	
1.5	As-built verification Survey plan	
1.6	De-mobilisation including removal of compound	
1.7	Contractor's Design Allowance	± Allowance made for 0.85% of DfCs for contractor design allowance.
2	Site Preparation and Earthworks	
2.1	Strip work area of existing vegetation, rubbish and debris and remove from site	± Clearing is based on the assumption that all material / rubbish etc has been removed prior to the commencement of works.
2.2	Earthworks Cut to Fill	± Allowance made to transport to within 200m on site. This item includes for cut to stockpile, ground surface treatment to an area of 5462m ² , as well as load, haul and place material.
2.3	Landscaping	± Hydro mulch to 75% of area ± Planting to 1No. / m ² to 25% of area
2.4	Landscaping to road frontage area	± Allowances made for plants at cost as per provided by GRC. ± Allowance made for hoop pine mulch to garden bed (300m x 2m)
3	Waste Transfer Shed and Loading Tunnel	± Following items have been itemised based on received prices from subcontractors and suppliers.
3.1	Shape and compact existing subgrade including proof roll	
3.2	Supply, place and compact sub base	± Allowance made for treatment depth of 150mm
3.3	Shed Concrete and Footings including retaining walls	± Based on subcontract price; includes all retaining walls and concrete works as detailed
3.4	Waste Transfer Shed	± Based on subcontract price
3.5	Electrical	± Based on subcontract price
3.6	Hydraulics	± Based on subcontract price
3.7	Oil Separators	± Based on subcontract price
3.8	Sewer Pump Station	± Based on subcontract price with additional allowances for 3 x sealed manholes and 300m of HDPE pipe.
3.9	Rainwater Tanks	± Based on subcontract price
3.10	Design of building	± Based on subcontract price
3.11	Building Fit out	± PSUM of \$250,000 as advised by GRC
4	Site Pavement and Road Construction	
4.1	Upgrade entry / exit configuration	± Allowance made for tidying works with bobcat combo and labour.
4.2	Shape and compact existing subgrade including proof roll	± Allowance made for a treatment depth of 150mm
4.3	Supply, place and compact sub base	± Allowance made for a pavement depth of 150mm, based on the volume of box out.
4.4	Supply, place and compact base course	± Allowance made for a pavement depth of 150mm, based on the volume of box out
4.5	Supply and place 40mm AC 10M, inc. prime	± Based on subcontract price
4.6	Supply and install of weighbridge (incl. footings)	± Received from NuWeigh based in Brisbane. ± Excavation is based on 25 x 4 x 15 ± Software and supporting hardware is based on subcontract price from Mandalay Technologies
4.7	Supply and install gatehouse and fittings	± Budget price based on advice from NuWeigh
4.8	Supply and place barrier kerb type 17	± Quantity is based on all external to heavy use traffic area
4.9	Supply and place kerb type 5	± Quantity is based on internal pavement areas adjoining landscape areas
5	Surface Water Management	
5.1	Earthen swale including excavation, batters etc	± Allowance made for trimming of batters
5.2	Formalise landscaped stormwater basin	± Quantities are based on 600 m ² as noted on Drawing 6 ± Depth has been assumed at 400mm ± Planting has been assumed at 2 per m ² ± Mulch has been allowed to 75mm depth ± Native tube stock at 2 per m ²
5.3	Install RCBC pipe culvert under road	± Allowance made for Class 2 450dia. Appears to be a low-flow area with minimal future traffic
5.4	Install RCBC pipe under carpark access	± Allowance made for 375 dia. class 2 pipe
5.5	Install basin outlet headwall	± Allowance made for headwall and apron for 375 dia. pipe
5.6	Install basin outlet pipe	± Allowance made for class 4, 750 dia. pipe due to weigh bridge being over, as well as higher flow from sediment basin area
5.7	Supply and install Gross Pollutant Trap - Hume guard HG18 and associated works	± Assume Hume guard HG18. This has been used recently on similar projects ± Allowance made for 1 inlet gully in the vicinity of the loading bay. ± Allowance made for 20 m of Class 2 450dia RCP to connect inlet to GPT.
6	Resale and Repair Shop	± Following items have been itemised based on received prices from subcontractors and suppliers.
6.1	Shape and compact existing subgrade including proof roll	± Allowance made for treatment depth of 150mm
6.2	Supply, place and compact sub base	± Allowance made for treatment depth of 150mm
6.3	Concrete slab, footings, testing etc	± Based on subcontract price
6.4	Shed, awning, fit out, toilets, sales shop	± Based on subcontract price
6.5	Electrical fit out	± Based on subcontract price
6.6	Mechanical fit out	± Based on subcontract price
6.7	Hydraulics	± Based on subcontract price
6.8	Design of building	± Based on subcontract price
6.9	Internal fencing and gates to outdoor sales yard, carpark gates	± Based on 1800mm high chain wire fence with 3600mm gate
6.10	Resale Shop Carpark	± Based on the following pavement design - 150mm subgrade treatment - 150mm sub base course - 150mm base course - 50mm AC incl. prime and seal
7	Miscellaneous	
7.1	Signs	± Based on 10 small and 9 medium signs
7.2	Supply & install portable fire extinguishers and signage	± Assume 50KL tanks ± Allowance made for 80m of 450dia pipe to connect to main build SWD and discharge overflow. ± Pumps have been allowed at 200kPa (10L/s)
7.3	Site CCTV	± Allowance made of 4 x CCTV cameras. 2 at weighbridges, one at Transfer shed and one at the sales shop.
7.4	Bypass boom gate and controllers	± Allowance made for boom gates as per information from weighbridge contractor. Note the strong recommendation of the weighbridge contractor is not to have boom gates as they have a high frequency replacement cost (dump trucks cant see them).
7.5	Street sweeper unloading bay. Subgrade preparation, construction and commission	± Based on the following pavement design to a 300m ² area - 150mm subgrade treatment - 150mm sub base course - 150mm base course - prime and chip seal
7.6	Line marking	± Carpark line marking is based on 19 bays at 6m each ± Lane line to 340m as indicated
7.7	Weight measurement for loading of trucks	± Allowance made as per information from GRC and NuWeigh.
7.8	Supply and installation of 2 x 100mm diameter, heavy duty conduit in new road construction	± Allowance made for 220 m of conduiting
7.9	Installation of mains connection including mains connection cable. Supply and Install POS	± Allowance made for one external works connection at the sale shop. Remainder of connections included in building works.
7.10	Supply and Installation of cable 4C + E, 2.5mm 4 cores plus Earth	± Allowance made for 220 m of supply and install
External Roadworks - Contractor		
	PRELIMINARIES	
1101	Site establishment and disestablishment, contractors site facilities and camp (TMR Items 1101, 1102)	± Allowance made for site offices, toilets, security and rubbish management for the duration of the external works.
1201	Provision for traffic (Refer specification Clause 7) (TMR Items 1201, 1202)	± Traffic is based on maintaining access to the Cooloola Self Storage Sheds and RSPCA
1331	Develop and Implement Environmental Management Plan (Construction) (Refer specification Clause 9) (TMR Items 1331, 1332)	± Allowance made for an environmental engineer for 2.5 for development and implementation.
	ENVIRONMENTAL MANAGEMENT (MRS/MRTS 51)	
20242P	Fauna management including fauna spotter/catcher (Provisional Quantity, if ordered) (TMR Item 1375P)	± Allowance made for 14 hours of a wildlife handler.

Submission Schedule Notes		
Item	Description	Assumption/Comment
DRAINAGE AND PROTECTIVE TREATMENTS (MRS/MRTS 03)		
30001	Removal or demolition of culverts, complete (TMR Item 2101)	:: Google earth / street view indicates only one area for removal of culverts. A driveway - appears to be 375dia.
30006	Removal or demolition of concrete kerb and channel including kerb crossings (TMR Item 2106)	:: Allowance made to remove kerb on bend of Laurenceson Road
30007	Removal or demolition of concrete slabs (TMR Item 2107)	:: Assumed 200mm thickness
2241.01	Supply and installation of concrete pipe culvert components, Class 3, 300mm diameter (TMR Item 2241)	:: Allowance made for 300mm Class 3 to Laurenceson Road
2241.02	Supply and installation of concrete pipe culvert components, Class 3, 450mm diameter (TMR Item 2241)	:: Assumption this is the pipe to the south eastern end of external works. All construction in verge.
30364	Aprons to culverts, steel wire mattresses (TMR Item 2316)	:: Allowance made for 6 locations; 5 x 2.5m
30454.01	Concrete channel, type 27 (TMR Item 2403)	
30454.02	Concrete kerb & channel, barrier kerb type 7 (TMR Item 2404)	
30455	Concrete kerb & channel crossings, semi-mountable kerb type 17 (TMR Item 2405)	
30466	Pre-Cast concrete side inlet gullies with cast-in-place pits (TMR Item 2417)	
30551	Subsoil drains, Type B, 100mm diameter (TMR Item 2501)	
30553	Subsoil drain outlet connection, 100mm diameter (TMR Item 2503)	
30554	Subsoil drain clean-out, 100mm diameter (TMR Item 2504)	
30661	Hand placed concrete paving, 100mm thick pedestrian path (TMR Item 2631)	
GENERAL EARTHWORKS (MRS/MRTS 04)		
32001	Clearing and grubbing (removal off site) (TMR Item 3101)	
32003P	Stripping of topsoil for re-use as planting material (Provisional Quantity, as directed) (TMR Item 3103P)	:: Allowance has been made to remove to within the immediate works area. Small quantity.
3104P	Ground surface treatment under embankment, standard (Provisional Quantity) (MRS04 Item 3104P)	:: Allowance made for 150mm treatment depth
32018P	Excavation and disposal of Unsuitable Material with individual excavation > 10 m3 (Provisional Quantity, if ordered) (TMR Item 3109P)	
32101	Road excavation, all materials (TMR Item 3201)	
32201	Road embankment (TMR Item 3301)	
32306P	Subgrade treatment Type A in cuttings and in embankments (Provisional Quantity, if ordered) (TMR Item 3402P)	
32314P	Subgrade in cuttings, subgrade treatment type C, replace with unbound pavement material (Subtype 2.5) (Provisional Quantity, if ordered) (TMR Item 3404P)	:: Allowance made for 300mm depth
32401	Backfill with General Backfill (Provisional Quantity, if ordered) (TMR Item 3501)	:: Allowance made for 300mm depth
32502	Entrances to private properties (TMR Item 3602)	:: Allowance made for one private entrance; full width at Darren Groves Engineering. No allowance made for topsoil strip or clear as this will be completed in other relevant works items for this area.
UNBOUND PAVEMENTS (MRS/MRTS 05)		
40002	Subtype 2.1 Unbound pavement, Base layer (TMR Item 4151)	:: Allowance made for 120mm pavement layer
40004	Subtype 2.3 Unbound pavement, Subbase layer (TMR Item 4153)	:: Allowance made for 130mm pavement layer
40006	Subtype 2.5 Unbound pavement, Subbase layer (TMR Item 4155)	:: Allowance made for 150mm pavement layer
SPRAYED BITUMINOUS SURFACING (MRS/MRTS 11)		
40702	Primer seal, grade (AMC4), spray rate (1.6 l/m2), including supply and transport of binder, (MRS11 Item 5102)	:: Based on subcontract price
40703	Seal, grade (C170), spray rate (1.0 l/m2), including supply and transport of binder, (MRS11 Item 5103)	:: Based on subcontract price
5103.02	Seal (batter), grade (C170), spray rate (2.0 l/m2), including supply and transport of binder (Provisional if ordered) (MRS11 Item 5103)	:: Based on subcontract price
5112.01	Spreading cover aggregate (16mm) (100 m2/m3) (Precoated), (including supply and transport) (MRS22 Item 5112, 5132)	:: Based on subcontract price
5112.02	Spreading cover aggregate (10mm) (140 m2/m3) (Precoated), (including supply and transport) (MRS22 Item 5112, 5132)	:: Based on subcontract price
ASPHALT PAVEMENT (MRS/MRTS 30)		
40901	Preparation of the existing surface (TMR Item 5401)	:: Based on subcontract price
73005	Tack coat, residual bitumen (Provisional Quantity) (TMR Item 5404P)	:: Based on subcontract price
41750	Medium duty dense graded asphalt in corrector course, AC 14 M mix	:: Based on subcontract price
ROAD FURNITURE (MRS/MRTS 14)		
50051	Road edge guide posts (Safe roads "Snaploc" Flexible guide post with bridge mount) (TMR Item 6111)	
50160	Steel beam guardrail, w beam (TMR Item 6161)	
50162	Steel beam guardrail, terminal type [number] (TMR Items 6163)	
50053	Supply and install regulatory, warning and hazard sign faces, single post (TMR Item 6123, 6133)	:: Allowance made for 5 small and 1 medium signs to intersection and works area
LANDSCAPING WORKS (MRS/MRTS 16)		
3830	Install topsoil (100mm thick, site sourced) (Provisional Quantity, as directed) (TMR Item 3830)	
3838	Hydro mulch grass seeding (single pass) (Grass Seed Mix) (refer Annexure MRTS16.1) (TMR Item 3838)	
3847	600mm wide Turf (Class B couch) (Provisional Quantity, if ordered) (TMR Item 3847)	
3891	Establishment Period (TMR Item 3891)	
3892P	Establishment Period Watering (Provisional Quantity, as directed) (TMR Item 3892P)	
ROAD SURFACE DELINEATION (MRS/MRTS 45)		
6319	Edge/Barrier line, 150mm wide, white, paint (TMR Item 6319)	
SUPPLEMENTARY WORKS		
9001.01	Street Lighting	:: Allowance has been made for 5 street lights and 300m of conduit and cabling

Appendix G - Construction Estimate Organisation Chart

Not Used

Appendix H - Construction Programme

-  Scheduled Work
-  Critical Remaining Work
-  Project Baseline Bar
-  Milestone

Cost Estimate Programme

File: F1907v01

Date	Revision	Checked	Approved

Scheduled Work

Critical Remaining Work

Project Baseline Bar

Milestone

Cost Estimate Programme

File: F1907v01

Date	Revision	Checked	Approved

Laurenceson Road Waste Transfer Station

Activity ID	Activity Name	Qty	Unit	Rate per hour	Dur.	Start	Finish	Jar	2019												2020												2021				
									Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Weighbridge and Gatehouse		0.00		0.00	56d	31-Jul-20	06-Oct-20	.9C																													
A1120	Earthworks for Weighbridge and Gatehouse				6d	31-Jul-20	07-Aug-20	.9C																													
A1480	Concrete slab for Weighbridge and Gatehouse				19d	07-Aug-20	31-Aug-20	.9C																													
A1720	M&E for Weighbridge and Gatehouse				25d	31-Aug-20	28-Sep-20	.9C																													
A2070	Testing Weighbridge and Gatehouse system				6d	28-Sep-20	06-Oct-20	.9C																													
Street Sweeper Unloading bay - Dirty Water System		0.00		0.00	30d	06-Oct-20	09-Nov-20	.9C																													
A1150	Earthworks for water discharge - headwall and riprap				10d	06-Oct-20	16-Oct-20	.9C																													
A2210	Unloading bay construction				20d	16-Oct-20	09-Nov-20	.9C																													
Fire Water		0.00		0.00	50d	14-May-20	09-Jul-20	.9C																													
A1390	Water supply to site		m		38d	14-May-20	25-Jun-20	.9C																													
A3980	Water supply to individual buildings		m		13d	25-Jun-20	09-Jul-20	.9C																													
Sewerage System		0.00		0.05	59d	16-Oct-20	05-Jan-21	.9C																													
A2240	Construct sewer pumping station				25d	16-Oct-20	13-Nov-20	.9C																													
A2330	Install valves and fittings				21d	13-Nov-20	08-Dec-20	.9C																													
A2340	Install manholes/pits			0.05	0d	08-Dec-20	08-Dec-20	.9C																													
A2350	Install miscellaneous fittings				13d	08-Dec-20	05-Jan-21	.9C																													
Security, Power and Lighting		0.00		0.00	99d	01-May-20	24-Aug-20	.9C																													
A1400	Power supply to site		no		30d	01-May-20	05-Jun-20	.9C																													
A1190	Install conduits		m		13d	05-Jun-20	19-Jun-20	.9C																													
A2430	Install pits		m		13d	19-Jun-20	03-Jul-20	.9C																													
A2480	Install electrical switchboards and distribution boards		no		25d	03-Jul-20	31-Jul-20	.9C																													
A2500	Install lighting pole footings and equipment		no		6d	03-Jul-20	10-Jul-20	.9C																													
A2490	Install electrical cabling and terminations		m		13d	31-Jul-20	17-Aug-20	.9C																													
A2510	Test and commission electrical systems		item		6d	17-Aug-20	24-Aug-20	.9C																													
Landscaping and fencing		9400.00		50.00	232d	14-May-20	17-Feb-21	.9C																													
A3880	Construct perimeter fence				5d	14-May-20	20-May-20	.9C																													
A1420	Landscaping	9400.00	m²	50.00	24d	20-Jan-21	17-Feb-21	.9C																													

- Scheduled Work
- Critical Remaining Work
- Project Baseline Bar
- Milestone

Cost Estimate Programme

File: F1907v01

Date	Revision	Checked	Approved

Appendix I – WIP Arrangement

Not Used

Appendix J - Planned Risk Assessment

Appendix J - Planned Risk Assessment

Project : F1907 Laurenceson Road Waste Transfer Station

Planned Risk											
		Basis of estimate	Exclusions	Lower Limit		Upper Limit		Total Variance	Timing		
				Discussion	Value	Discussion	Value		Scoping	Development	Delivery
Client											
Scoping											
Project Management	\$ 7,296	1% of construction cost	Major change or failed submission	Standard variance at this stage of development for client costs	100%	Standard variance at this stage of development for client costs	100%				
Design and Investigation	\$ 99,166	2% of construction cost	Major change or failed submission	Standard variance at this stage of development for client costs	100%	Standard variance at this stage of development for client costs	100%				
Development											
Project Management	\$ 25,500	3% of construction cost	Major change or failed submission	Standard variance at this stage of development for client costs	90%	Standard variance at this stage of development for client costs	120%	\$ 1,097		\$ 1,097	
Design and Investigation	\$ 28,390	5% of construction cost	Major change or failed submission	Standard variance at this stage of development for client costs	90%	Standard variance at this stage of development for client costs	120%	\$ 1,221		\$ 1,221	
Delivery											
Project Management	\$ 386,175	6% of construction cost	Change of delivery method	Standard variance at this stage of development for client costs	90%	Standard variance at this stage of development for client costs	120%	\$ 16,615			\$ 16,615
Design and Investigation	\$ 74,725	2% of construction cost	Change of delivery method	Standard variance at this stage of development for client costs	90%	Standard variance at this stage of development for client costs	120%	\$ 3,215			\$ 3,215
Client supplied insurance, fees, levies	\$ 74,725	1% of construction cost	Change of delivery method	Standard variance at this stage of development for client costs	90%	Standard variance at this stage of development for client costs	120%	\$ 3,215			\$ 3,215
Property											
Purchase price		NA	NA								
Transactional cost and other costs		NA	NA								
Business compensation		NA	NA								
Environmental offsets		NA	NA								
Construction											
Contractor											
Environmental works	\$ 45,312	First principles estimate based on limited design	Major scope change in event of further protection being required in vicinity of old quarry	Standard variance at this stage of development for construction	90%	Standard variance at this stage of development for construction	110%				
Traffic management and temporary works	\$ 126,552	First principles estimate based on limited design	Current allowance to have full traffic control management on Laurenceson Road	Standard variance at this stage of development for construction	90%	Potential increase in traffic management plant depending on methodology of construction	110%				
Public utilities adjustments	\$ 250,000	included in unplanned									
Bulk earthworks	\$ 514,320	First principles estimate based on limited design	Altered geometry	Standard variance at this stage of development for construction	90%	Standard variance at this stage of development for construction	150%	\$ 89,201			\$ 89,201
Retaining walls		First principles estimate based on limited design	Details on retaining walls, particularly in vicinity of the WTS building, will be required	Standard variance at this stage of development for construction	90%	Standard variance at this stage of development for construction	130%				
Drainage	\$ 488,861	First principles estimate based on limited design		Standard variance at this stage of development for construction	90%	No design, current allowance to remove and replace with same identified	120%	\$ 21,033			\$ 21,033

		Basis of estimate	Exclusions	Lower Limit		Upper Limit		Total Variance	Timing		
				Discussion	Value	Discussion	Value		Scoping	Development	Delivery
Bridges		NA									
Tunnels		NA									
Pavements	\$ 2,084,082	First principles estimate based on limited design	Altered pavement design/cross section	Assumed pavement design may be conservative, opportunities exist in value engineering	90%	Standard variance at this stage of development for construction	120%	\$ 89,667			\$ 89,667
Finishing works	\$ 359,542	First principles estimate based on limited design		Based on assumptions with no design and google search. Little impact on total job	90%	Based on assumptions with no design and google search.	110%				
Traffic signage, signals, controls	\$ 31,677	First principles estimate based on limited design		Based on assumptions with no design and google search. Little impact on total job	90%	Based on assumptions with no design and google search.	110%				
Design (if by contractor)	\$ 572,739	Supplied by GRC / Tonkin	Current design allowance for temporary works, buildings drawings and retaining walls	Standard variance at this stage of development for construction	80%	Standard variance at this stage of development for construction	110%	-\$ 24,642			-\$ 24,642
Supplementary items	\$ 27,133	First principles estimate based on limited design	predominantly contractors site facilities	Standard variance at this stage of development for construction	90%	Standard variance at this stage of development for construction	110%				
Watermain Pipe					90%		110%				
Watermain Fittings					90%		110%				
Building Works	\$ 2,246,623	Base design only	Current design likely to be developed significantly	Standard variance at this stage of development for construction	90%	Based on assumptions. Minimal design.	120%	\$ 96,660			\$ 96,660
Sewer Reticulation	\$ 199,757	Likely pump station will be required - nil details at time of estimate	Current design likely to be developed significantly	Standard variance at this stage of development for construction	90%	Based on assumptions with no design.	110%				
Electrical Reticulation	\$ 24,627	Nil design at this time. Assess this will be required and is not covered in PUP items.	Current design likely to be developed significantly	Standard variance at this stage of development for construction	90%	Based on assumptions with no design and google search.	110%				
Mechanical & Electrical	\$ 501,278	Base design only	Current design likely to be developed significantly	Standard variance at this stage of development for construction	90%	Based on assumptions with no design and google search.	110%				
Client											
Client supplied materials and construction services (Included PUP)	\$ 50,000	Allowances advised by GRC	Material change of scope, variance only for cost of known PUP and closeout	Standard variance at this stage of development for client costs	90%	Standard variance at this stage of development for client costs	120%	\$ 2,151			\$ 2,151
Risk											
Contractor											
Client											
Escalation											
Total excluding Risk and Escalation	\$ 8,218,480						Total Planned	\$ 299,433		\$ 2,319	\$ 297,115
							Client Planned	\$ 27,515		\$ 2,319	\$ 25,196
							Contractor Planned	\$ 175,258			\$ 175,258

Appendix K - Unplanned Risk Assessment

Appendix K - Unplanned Risk Assessment

Project : F1907 Laurenceson Road Waste Transfer Station

Unplanned risk register																
ID	Risk Description	Consequence	Impact						Likelihood		Allocation	Total Risk Allowance	Timing			
			Method of valuation	Base Value	Low	Likely	High	Modelled	Likelihood	Modelled			Scoping	Development	Delivery	
Client Risks / Site Risks / Approval Risks																
Client budgeting																
CB01	Client resource budgeting pre award	- actual expenditure is different to planned resulting in shortfall in client budget (assuming same delivery method as budget is based on ECI)	Covered by planned risk													
CB02	Client resource budgeting post award	- actual expenditure is different to planned resulting in shortfall in client budget (assuming same delivery method as budget is based on)	Covered by planned risk													
CB03	Uncertainty in delivery method - Govt. may make decision to force delivery model. E.g. ECI, D&C.	- change in assumed delivery method (TIC) may result in delays and additional costs not currently allowed for in estimate	Delivery method not likely to change now													
Property acquisition																
PA01	Land costs are different to those allowed in budget	- additional costs	No additional property required													
PA02	More land is required than originally allowed	- additional costs and possible delays for additional land to undertake the works	Existing site sufficient for construction purposes													
Environmental																
EN01	Contaminated land - possible existence of hydrocarbon contamination	- cost to treat the contaminated land prior to start - delay to project delivery	Likely to be contaminated due to previous use as an asphalt plant. Allow additional 50% of earthworks cost for treatment/handling contaminated material	\$ 514,320	\$ 205,728	\$ 257,160	\$ 308,592	\$ 257,160	25%	0	Client	\$ -		\$ -		
EN02	Recycling waste material	- allowed in current estimate	NA													
EN03	Environmental offset planting is required	- allowed in current estimate	NA													
Approvals																
AP01	Cultural heritage , extinguishing Native Title	NA	In existing GRC owned area													
AP02	Environmental approvals - An EIS is required though not currently planned	NA	In existing GRC owned area													
Other																
Design development																
Design detail development																
DD01	Environmental works	- additional costs as more detail developed - currently at Concept level.	Allow increase of 5%, 20%, 30% of current costs	\$ 45,312	\$ 2,266	\$ 9,062	\$ 13,594	\$ 8,089	90%	1	Contract	\$ 8,089				\$ 8,089
DD02	Traffic management and temporary works	- additional costs as more detail developed - currently at Concept level.	Allow increase of 5%, 10%, 25% of current costs	\$ 126,552	\$ 6,328	\$ 12,655	\$ 31,638	\$ 18,116	90%	1	Contract	\$ 18,116				\$ 18,116
DD03	Public utilities adjustments	- In client costs	Allow increase of 5%, 10%, 25% of current costs	\$ 250,000	\$ 12,500	\$ 25,000	\$ 62,500	\$ 35,788	90%	1	Contract	\$ 35,788				\$ 35,788
DD04	Bulk earthworks	- additional costs as more detail developed - currently at Concept level.	Allow increase of 5%, 10%, 30% of current costs	\$ 514,320	\$ 25,716	\$ 51,432	\$ 154,296	\$ 84,809	90%	1	Contract	\$ 84,809				\$ 84,809
DD05	Retaining walls	- NA	Retaining walls included in building works													
DD06	Drainage	- additional costs as more detail developed - currently at Concept level.	Allow increase of 5%, 10%, 20% of current costs	\$ 488,861	\$ 24,443	\$ 48,886	\$ 97,772	\$ 59,403	90%	1	Contract	\$ 59,403				\$ 59,403
DD07	Bridges	- NA														

Unplanned risk register															
ID	Risk Description	Consequence	Impact						Likelihood		Allocation	Total Risk Allowance	Timing		
			Method of valuation	Base Value	Low	Likely	High	Modelled	Likelihood	Modelled			Scoping	Development	Delivery
DD08	Tunnels	- NA													
DD09	Pavements	- additional costs as more detail developed - currently at Concept level.	Allow increase of 2%, 5%, 10% of current costs	\$ 2,084,082	\$ 41,682	\$ 104,204	\$ 208,408	\$ 122,120	90%	1	Contract	\$ 122,120			\$ 122,120
DD10	Finishing works	- additional costs as more detail developed - currently at Concept level.	Allow increase of 2%, 5%, 10% of current costs	\$ 359,542	\$ 7,191	\$ 17,977	\$ 35,954	\$ 21,068	90%	1	Contract	\$ 21,068			\$ 21,068
DD11	Traffic signage, signals, controls	- additional costs as more detail developed - currently at Concept level.	Allow increase of 10%, 20%, 30% of current costs	\$ 31,677	\$ 3,168	\$ 6,335	\$ 9,503	\$ 6,335	90%	1	Contract	\$ 6,335			\$ 6,335
DD12	Design (if by contractor)	- In client costs	Allow increase of 5%, 10%, 15% of current costs	\$ 572,739	\$ 28,637	\$ 57,274	\$ 85,911	\$ 57,274	90%	1	Contract	\$ 57,274			\$ 57,274
DD13	Supplementary items	- additional costs as more detail developed - currently at Concept level.	Allow increase of 2%, 5%, 10% of current costs	\$ 27,133	\$ 543	\$ 1,357	\$ 2,713	\$ 1,590	90%	1	Contract	\$ 1,590			\$ 1,590
DD14	Watermain Pipe	- NA	Included in PUP and Buildings												
DD15	Watermain Fittings	- NA	Included in PUP and Buildings												
DD16	Building Works	- additional costs as more detail developed - currently at Concept level.	Allow increase of 2%, 5%, 10% of current costs	\$ 2,246,623	\$ 44,932	\$ 112,331	\$ 224,662	\$ 131,645	90%	1	Contract	\$ 131,645			\$ 131,645
DD17	Sewer Reticulation	- additional costs as more detail developed - currently at Concept level.	Allow increase of 2%, 5%, 10% of current costs	\$ 199,757	\$ 3,995	\$ 9,988	\$ 19,976	\$ 11,705	90%	1	Contract	\$ 11,705			\$ 11,705
DD18	Electrical Reticulation	- additional costs as more detail developed - currently at Concept level.	Allow increase of 2%, 5%, 10% of current costs	\$ 24,627	\$ 493	\$ 1,231	\$ 2,463	\$ 1,443	90%	1	Contract	\$ 1,443			\$ 1,443
DD19	Mechanical & Electrical	- additional costs as more detail developed - currently at Concept level.	Allow increase of 2%, 5%, 10% of current costs	\$ 501,278	\$ 10,026	\$ 25,064	\$ 50,128	\$ 29,373	90%	1	Contract	\$ 29,373			\$ 29,373
Standards change															
SC01	Standards change prior to contract award	- additional costs to upgrade design to new standards will be reflected in the design	Allow 1%-2% increase prior to contract award	\$ 7,472,503	\$ 74,725	\$ 112,088	\$ 149,450	\$ 112,088	50%	1	Client	\$ 112,088			\$ 112,088
SC02	Standards change post to contract award	- additional costs to upgrade design to new standards during construction	Allow 1%-2% per year during contract period. At GRC discretion to implement, this allowance for items that must be implemented	\$ 7,472,503	\$ 74,725	\$ 112,088	\$ 149,450	\$ 112,088	10%	0	Client				
Change in functionality															
CF01	Scope change ordered by client during construction (this excludes standards changes post award that are ordered by client, covered separately)	- additional costs and delays during construction - for items that add new functionality to the project.	Allow 5% min 7.5% likely 10% max of the construction costs.	\$ 7,472,503	\$ 373,625	\$ 560,438	\$ 747,250	\$ 560,438	90%	1	Client	\$ 560,438			\$ 560,438
Other															
3rd party influences															
PUP delays and additional costs															
PU01	Unknown services discovered on site during construction	- potential for delay costs - cost to repair damaged services	Allow \$200,000 for unknown services	\$ 200,000	\$ 180,000	\$ 200,000	\$ 220,000	\$ 200,000	25%	0	Client				
Community and Stakeholders															
Political issues															
Construction risk															
Latent conditions															

Unplanned risk register																
ID	Risk Description	Consequence	Impact						Likelihood		Allocation	Total Risk Allowance	Timing			
			Method of valuation	Base Value	Low	Likely	High	Modelled	Likelihood	Modelled			Scoping	Development	Delivery	
LC01	Geotechnical issues. (Ground conditions and suitability).	Delays in project, increase in pavement/or replacement, increased cost.	No details, allowance in the base estimate is for good conditions. Site is located near a quarry, rock may be encountered. Allow additional costs for piling building foundations and additional concrete structure for transfer building. Allow \$250k likely, with \$500K worst	\$ 250,000	\$ 100,000	\$ 250,000	\$ 500,000	\$ 292,984	50%		1	Client	\$ 292,984			\$ 292,984
Methodology																
M01	Traffic management approach not acceptable	Reduced production and increased traffic management costs	Delay and allow 20% increase in traffic management	\$ 126,552	\$ 12,655	\$ 25,310	\$ 37,966	\$ 25,310	25%		0	Contract				
Other																
OT01	Inclement weather and effects more than allowed in current program	- delays in project delivery	Current 12 months on site with 4 days per month wet - Allow additional 2 weeks due to severe weather events	\$ 42,000	\$ 37,800	\$ 42,000	\$ 46,200	\$ 42,000	50%		1	Contract	\$ 42,000			\$ 42,000
Insurable Risks																
I01	Contract works event	Pay deductible	Assumed Contractor has own insurance. One event during delivery	\$ 7,472,503	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	50%		1	Contract	\$ 100,000			\$ 100,000
I02	Public liability event	Pay deductible	Assumed Contractor has own insurance. One event during delivery	\$ 7,472,503	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	30%		0	Contract				
I03	Professional indemnity event	Pay deductible	Assumed Contractor has own insurance. One event during delivery	\$ 7,472,503	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	5%		0	Contract				
I04	Storm event	Pay deductible	Assumed Contractor has own insurance. One event during delivery	\$ 7,472,503	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	10%		0	Contract				
Financial risk (escalation rate, additional costs due to prolongation, market pressures)																
Escalation / Market pressures																
ES01	Cost escalation different to that allowed		Allow 10% of total escalation	\$ 65,165	\$ 58,648	\$ 65,165	\$ 71,681	\$ 65,165	50%		1	Contract	\$ 65,165			\$ 65,165
ES02	Labour Rates pressure due to location		Allow 10% of total labour cost	\$ 180,003	\$ 162,003	\$ 180,003	\$ 198,003	\$ 180,003	25%		0	Contract				
Delay																
DE01	Funding, property acquisition, political, technical, community, environmental impacts delays planning and delivery of project	Delay and cost increase	Allow up to 20% time delay from now to current planned completion of construction	\$ 300,735	\$ 270,662	\$ 300,735	\$ 330,809	\$ 300,735	25%		0	Client				
Funding																
F1	Inaccurate construction estimates - omissions and errors.	Cost over-runs and need for variations. Errors or omissions in quantities/rates etc will increase project cost. Refunding.	Covered elsewhere within this risk register under Client Budgeting, escalation and project delays.													
F2	Inability to manage within Total Fixed Budget	Costs may exceed imposed budget	Covered elsewhere within this risk register under Client Budgeting, escalation and project delays.													
												Total Unplanned	\$ 1,761,432			\$ 1,761,432
												Client Unplanned	\$ 965,509			\$ 965,509
												Contract Unplanned	\$ 795,923			\$ 795,923

Appendix L - Risk Model Out-put

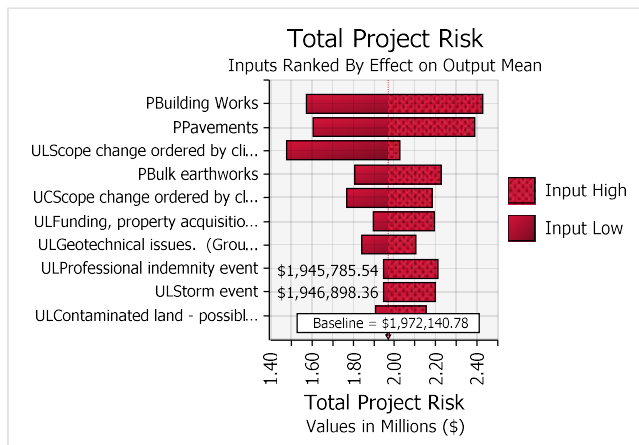
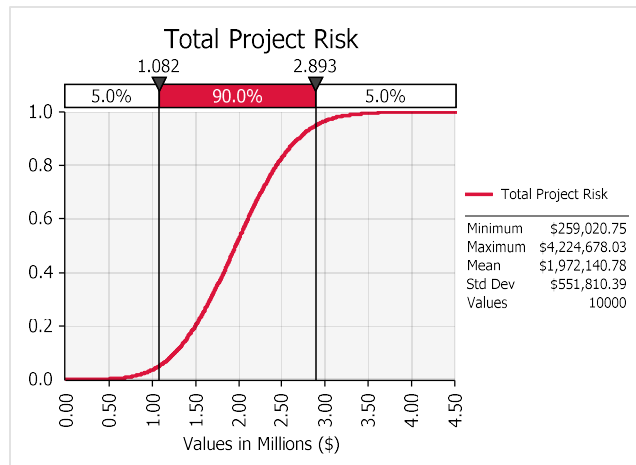
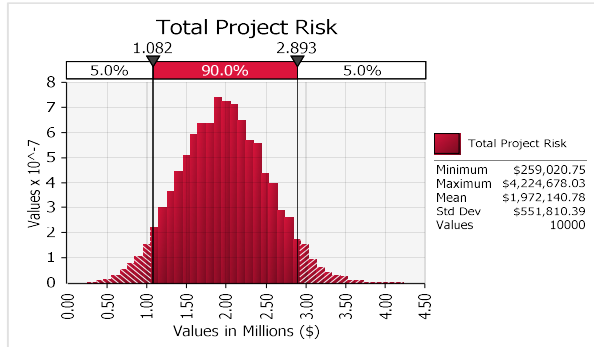
Appendix L - Risk Model Output

Project : F1907 Laureceson Road Waste Transfer Station

@RISK Output Report for Total Project Risk B15

Performed By: Tom Campbell

Date: Thursday, 28 February 2019 5:01:48 PM



Simulation Summary Information

Workbook Name	F1907 Project GRC Laureceson Rd Waste v02
Number of Simulations	1
Number of Iterations	10000
Number of Inputs	82
Number of Outputs	1
Sampling Type	Latin Hypercube
Simulation Start Time	28/02/2019 17:00
Simulation Duration	00:00:30
Random # Generator	Mersenne Twister
Random Seed	1

Summary Statistics for Total Project Risk

Statistics		Percentile	
Minimum	\$ 259,021	5%	\$ 1,081,978
Maximum	\$ 4,224,678	10%	\$ 1,264,183
Mean	\$ 1,972,141	15%	\$ 1,394,286
Std Dev	\$ 551,810	20%	\$ 1,499,191
Variance	3.04495E+11	25%	\$ 1,587,889
Skewness	0.112786004	30%	\$ 1,669,340
Kurtosis	2.942592011	35%	\$ 1,750,230
Median	\$ 1,965,399	40%	\$ 1,828,943
Mode	\$ 1,945,118	45%	\$ 1,895,945
Left X	\$ 1,081,978	50%	\$ 1,965,399
Left P	5%	55%	\$ 2,035,454
Right X	\$ 2,892,753	60%	\$ 2,105,226
Right P	95%	65%	\$ 2,176,459
Diff X	\$ 1,810,776	70%	\$ 2,258,462
Diff P	90%	75%	\$ 2,344,565
#Errors	0	80%	\$ 2,433,934
Filter Min	Off	85%	\$ 2,550,976
Filter Max	Off	90%	\$ 2,688,729
#Filtered	0	95%	\$ 2,892,753

Change in Output Statistic for Total Project Risk

Rank	Name	Lower	Upper
1	PBuilding Works	\$ 1,572,709	\$ 2,428,946
2	PPavements	\$ 1,609,220	\$ 2,385,922
3	ULScope change ordered by client during constr	\$ 1,475,824	\$ 2,027,287
4	PBulk earthworks	\$ 1,805,197	\$ 2,227,476
5	UCScope change ordered by client during const	\$ 1,767,075	\$ 2,184,024
6	ULFunding, property acquisition, political, techn	\$ 1,895,346	\$ 2,195,049
7	ULGeotechnical issues. (Ground conditions and	\$ 1,839,411	\$ 2,104,871
8	ULProfessional indemnity event	\$ 1,945,786	\$ 2,209,338
9	ULStorm event	\$ 1,946,898	\$ 2,199,323
10	ULContaminated land - possible existence of hy	\$ 1,908,051	\$ 2,154,111

Appendix M - Escalation Calculation

Project : F1907 Laurenceson Road Waste Transfer Station

F7907 Project GRC Laurenceson Rd Waste v02

PCB Template Inputs and Escalation Calculation - Table 5

INPUTS to PCB template											
Base Estimate		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Annual
P90 Project Estimate		160,352	3,724,630	4,312,093	21,425						8,218,480
P90 Project Estimate		164,905	4,665,816	5,253,299	99,859						10,183,879
P90 Project Estimate		164,905	4,665,816	5,253,299	823,190						10,907,209
Uplift Factor	initially from PCB template then adjust for Goal Seek	1	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Uplift Factor applied Base Estimate	Calculated by Fission	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total
Uplift Factor applied P90 Project Estimate	Calculated by Fission	160,352	3,724,630	4,312,093	21,425						8,218,480
Uplift Factor applied P90 Project Estimate	Calculated by Fission	164,905	4,665,816	5,253,299	99,859						10,183,879
Uplift Factor applied P90 Project Estimate	Calculated by Fission	164,905	4,665,816	5,253,299	823,190						10,907,209
Annual Escalation Rate	From PCB Template	0.7500%	4.0000%	3.0000%	3.0000%	3.0000%	3.0000%	3.0000%	3.0000%	3.0000%	3.0000%
Annual Escalation Adjustment		1.008	1.048	1.079	1.112	1.145	1.179	1.215	1.251	1.289	1.327
Escalated Base Estimate	Calculated by Fission	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Annual
Escalated P90 Project Estimate	Calculated by Fission	161,554	2,982,647	4,653,757	23,816						8,741,775
Escalated P90 Project Estimate	Calculated by Fission	166,142	4,888,842	5,609,539	111,004						10,835,577
Escalated P90 Project Estimate	Calculated by Fission	166,142	4,888,842	5,609,539	915,067						11,639,589
P90 Escalation	Calculated by Fission	1237	223,026	416,240	11145						651,648
P90 Escalation	Calculated by Fission	1237	223,026	416,240	91,877						732,380
P90 Escalation	From PCB template										
P90 Escalation	From PCB template										
Delta between PCB and Fission P90	(Justing the Annual Escalation rate to get this to = 0										
Delta between PCB and Fission P90											
		0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
		0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

F9907 Project GRC Laurenceson Rd Waste v02

Appendix N - Peer Review

Appendix N - Internal and Peer Review

Project : F1907 Laurenceson Road Waste Transfer Station

Internal Review					
Item	Description	Issue Raised	Action Taken	Closed Out By	Close Out date
Direct Costs					
2.1	Strip work area of existing vegetation, rubbish and debris and remove from site	Check tip fees - are they current for Gympie?	Confirmed with GRC.	TC	22/02/2019
2.2	Box out to pavement depth and stockpile onsite	Box out production appears too high, thinking about 40m ³ /hr	Actioned. Production reduced.	TC	22/02/2019
2.3	Cut from stockpile to fill	What does this item mean? How is this measured? If it is intended to be cut to fill and measured separately this means there will be a shortfall. Based on fill in embankment will be 1.125 x available cut material.			
4.3	Supply, place and compact sub base	There are high value items, do we have coverage on supply?	Supply price is provided by Boral	TC	22/02/2019
4.4	Supply, place and compact base course		Supply price is provided by Boral	TC	22/02/2019
4.7	Supply and install of weighbridge	Where does the supply price come from?	NuWeight. Note added in App F	TC	22/02/2019
5.2	Supply and construct reinforced concrete retaining wall	Concrete supply coverage?			
		Adjust production pour to make 4 hour pour for footings	Actioned	TC	22/02/2019
6.4	Install RCBC pipe under carpark access	You appear to have priced RCP?	Confirmed RCP	TC	22/02/2019
7.7	Internal fencing and gates to outdoor sales yard, carpark gates	fencing increase to \$120/m	Actioned	TC	22/02/2019
8	Miscellaneous	Pricing for tanks/ITS and boom gates? Where did these come from	Tanks: RIFL CCTV: Chermiside Bus Interchange Gates: Supplier	TC	22/02/2019
32001	Clearing and grubbing (removal off site) (TMR Item 3101)	Price to mulch? And remove tip fees for green waste?	Low due to there being no trees, minimal grass only and assume leave on site.	TC	22/02/2019
32003P	Stripping of topsoil for re-use as planting material (Provisional Quantity, as directed) (TMR Item 3103P)	Bobcat at 10m ³ /hr not going to use graders and excavators for such a small area	Actioned.	TC	22/02/2019
32007	Ground surface treatment under embankment, standard (Provisional Quantity) (MRS04 Item 3104P)	Closer to \$5m ²	Actioned. Reduced productions	TC	22/02/2019
32018P	Excavation and disposal of Unsuitable Material with individual excavation > 10 m ³ (Provisional Quantity, if ordered) (TMR Item 3109P)	Do we have coverage for tip fees?	Yes. Tip fees are confirmed with GRC.	TC	22/02/2019
32101	Road excavation, all materials (TMR Item 3201)	Productions are too high for small volumes. Allow similar to internal works	Actioned. Reduced productions	TC	22/02/2019
32201	Road embankment (TMR Item 3301)		Actioned. Reduced productions	TC	22/02/2019
40002	Subtype 2.1 Unbound pavement, Base layer (TMR Item 4151)	Coverage on supply?	Actioned. Yes supply prices.	TC	22/02/2019
40004	Subtype 2.3 Unbound pavement, Subbase layer (TMR Item 4153)	Slow down restricted production to 100m ³ /hr trimming			
40006	Subtype 2.5 Unbound pavement, Subbase layer (TMR Item 4155)				
40702	Primer seal, grade (AMC4), spray rate (1.6 l/m ²), including supply and transport of binder, (MRS11 Item 5102)	Do you have subby supplier coverage?	Yes. Prices have been received from Allen's Asphalt	TC	22/02/2019
40703	Seal, grade (C170), spray rate (1.0 l/m ²), including supply and transport of binder, (MRS11 Item 5103)				
5103.02	Seal (batter), grade (C170), spray rate (2.0 l/m ²), including supply and transport of binder (Provisional if ordered) (MRS11 Item 5103)				
5112.01	Spreading cover aggregate (16mm) (100 m ² /m ³) (Precoated), (including supply and transport) (MRS22 Item 5112, 5132)				
5112.02	Spreading cover aggregate (10mm) (140 m ² /m ³) (Precoated), (including supply and transport) (MRS22 Item 5112, 5132)				
Indirect Costs					

Appendix O - Project Cost Estimate Approval Form

Not used

**NOTICE OF INTENTION TO ACQUIRE
NATIVE TITLE RIGHTS AND INTERESTS**

Acquisition of Land Act 1967 (Qld)
Native Title Act 1993 (Cth)
Native Title (Queensland) Act 1993 (Qld)

DATE ISSUED: <insert> June 2018

ISSUED BY: Gympie Regional Council

POSTAL ADDRESS:

PO Box 155
Gympie QLD 4570

OFFICE ADDRESS:

72 Caledonian Hill
Gympie QLD 4570

TO:

[REDACTED]
[REDACTED] as the Native Title Applicant for Native Title Determination
Application QUD2080/2013 (Kabi Kabi First Nation Traditional Owners Claim)
C/- Queensland South Native Title Services
Level 10, 307 Queen Street
(PO Box 10832 Adelaide St)
BRISBANE QLD 4000

TO:

Chief Executive Officer
Queensland South Native Title Services
Level 10, 307 Queen Street
(PO Box 10832 Adelaide St)
BRISBANE QLD 4000

Gympie Regional Council ("the Council") gives you notice pursuant to the provisions of the *Native Title (Queensland) Act 1993*, the *Native Title Act 1993 (Cth)* and *Acquisition of Land Act 1967 (Qld)* of its intention to take and extinguish the native title rights and interests (if any) in relation to the land and waters described in the attached Schedule 1 Part A ("the Land") for the purpose(s) set out in Schedule 1 Part B.

This notice is given by the Council in its capacity as a local government of the State of Queensland under the *Local Government Act, 2009* and as a constructing authority pursuant to the provisions of the *Acquisition of Land Act, 1967*.

It is intended that any non-native title rights and interests (resource interests) in relation the Land will be taken in connection with the proposed taking of the native title rights and interests as required under s 24MD(2) of the *Native Title Act 1993 (Cth)*. The proposed taking of the resource interests will happen at the same time as the proposed taking of the native title rights and interests.

Background Information: A Background Information Statement explaining why the Council intends to take the native title rights and interests (if any) is enclosed.

Procedural Rights: The taking of native title rights and interests (if any) is subject to the procedural requirements of the *Acquisition of Land Act 1967 (Qld)* and the *Native Title Act 1993 (Cth)*.

Persons who are native title holders or registered native title claimants in relation to any part of the land and waters concerned may object to the taking and may be heard in support of their objection. To object they must:

1. Send a written Notice of Objection to the Council at the above address on or before **<INSERT> 2018**.
2. State in the Notice of Objection:
 - A. the grounds of objection;
 - B. the facts and circumstances relied upon to support those grounds; and
 - C. whether they wish to be heard in support of the grounds of their objection.

Any matter pertaining to the amount or payment of compensation is not a ground of objection.

If it is stated in a written Notice of Objection that the objector wishes to be heard in support of the ground of objection, the objector may appear and be heard at the office of the Council by the Council's delegate, the Chief Executive Officer of the Council, on **<INSERT> 2018 at 10 AM**. The objector may appear in person or be represented by counsel, solicitor or agent.

If there are no native title holders or registered native title claimants in relation to any part of the land or waters concerned, any representative Aboriginal/Torres Strait Islander body or bodies for the area concerned may comment on the proposed compulsory acquisition. Any such comment should be made in writing and served upon the Council at the above postal address on or before **<INSERT> 2018**.

The Council is willing to negotiate to acquire the native title rights and interests (if any) by agreement, or failing agreement, to treat as to the compensation paid and all consequential matters.

For the purposes of section 26(1)(c)(iii)(A) of the *Native Title Act 1993* (Cth), it is stated that the purpose of the acquisition is to confer rights and interests in relation to the land and waters concerned on the Council as a Government party.

Compensation for the acquisition of the native title rights and interests (if any) in relation to the land and waters concerned is recoverable under and in accordance with the relevant provisions of the *Native Title Act 1993* (Cth).

Any enquiries relating to the proposed taking of the native title rights and interests (if any) may be directed to **Ms Pauline Gordon**, Director, Corporate and Community Services at Gympie Regional Council Phone: [REDACTED] or [REDACTED] [@gympie.qld.gov.au](mailto:[REDACTED]@gympie.qld.gov.au).

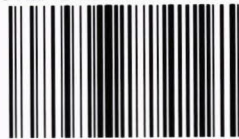
DATED this day of **<Insert>** 2019

BERNARD SMITH
Chief Executive Officer
GYMPIE REGIONAL COUNCIL

PART B - PURPOSES

(This Part of the Schedule shows the purposes of the compulsory acquisition for the land)

<i>Description of Land</i>	<i>Purpose</i>
Part of Lot 3 on CP AP23026– being the whole of the area titled “dump site’ on plan AP230126 and ‘land referred to or thereabouts’ on drawing DWG16/212.	Use as a waste management facility– which is a purpose relating to sanitation and in particular is a waste management facility/refuse tip/refuse tip transfer station.



Author [REDACTED]
File / Ref number 2016003639
Directorate / Unit State Land Asset Management
Phone [REDACTED]

22 September 2017

The Chief Executive Officer
Gympie Regional Council
PO Box 155
GYMPIE QLD 4570

Dear Sir

GYMPIE REGIONAL COUNCIL	
FILE ID 215690	ACTION
DOC ID	ORDIN
	W/SHOP
	BUDGET
X REF	REFER
27 SEP 2017	
1	Debbie J. Arnold
2	
3	
4	
5	

PROPOSED DEED OF GRANT OVER UNALLOCATED STATE LAND PART OF LOT 3 ON USL37851 – RAINBOW BEACH

Reference is made to your application dated 30 June 2016.

It is advised that approval will be sought for the issue of a Deed of Grant over part of Lot 3 on USL37851, subject to the terms and conditions as set out in the attached agreement for Deed of Grant and compliance with the requirements of offer.

The attached agreement duly signed, together with payment of all required monies, being the amount of \$50,461.10, must be returned to the Department by close of business on 27 October 2017, otherwise this offer lapses. Business days include those days that the Department office is normally open and excludes weekends and public holidays.

All other conditions of this offer, including payment of the balance amount on the offer account, (i.e. less any of the required money paid) being the amount of \$290,000.00, must be satisfied by close of business on 5 January 2018 otherwise this offer lapses.

If you believe you will be unable to comply with **any** of the conditions of this offer by the specified date, you should apply in writing for an extension of time. Any application for an extension of time should be made **before** the offer lapses and must address the following -

- what action you have taken to comply with the offer conditions; **AND**
- why the conditions cannot be complied with by the due date; **AND**
- the time for which the extension is requested, including reasons for the amount of time required.

If you **do not apply** for an extension of time and **the offer lapses**, a new application and application fee will be required. If you make a new application, the matter will be re-investigated and a new decision will be made that will include re-assessment of the land value and all conditions and requirements applicable to the dealing. This re-assessment may also result in the application being refused.

Note - Section 442 of the Land Act states that if an offer is not accepted in writing within the stated time, the offer lapses. An application to extend the stated time may be made at any time before the time passes.

Once the stated time has passed, an application may only be made within **42 days** after the time has passed. Where an application is made after the stated time has passed but within the following 42 day period, the time can only be extended where exceptional circumstances exist.

No applications for extension of time made after the 42 day period referred to in section 442 will be considered.

If you wish to discuss this matter please contact Renee Grant on (07) 5451 2245.

All future correspondence relative to this matter is to be referred to the contact Officer at the address below or by email to SLAM-nambour@dnrm.qld.gov.au. Any hard copy correspondence received will be electronically scanned and filed. For this reason, it is recommended that any attached plans, sketches or maps be no larger than A3-sized.

You may wish to seek your own legal advice with regard to this offer.

Please quote reference number 2016/003639 in any future correspondence.

You can track the progress of your lodged land application on the DNRM webpage – <https://dashboard.dnrm.qld.gov.au> .

Yours sincerely



Senior Land Officer

Agreement to Offer a Deed of Grant (1.1) over Unallocated State Land Requirements and notification of acceptance of offer

DNRM reference number: 2016/003639

OVERVIEW

Subject to compliance with the Offer Requirements as set out in this document, approval will be sought for the issue a Deed of Grant over part of Lot 3 on USL37851, on the terms and conditions stated in this agreement.

Your completion and return of this form together with payment of the attached account constitutes written agreement to the offer of purchase and the subsequent issue of the Deed of Grant.

Note - the Governor's approval for the issue of a Deed of Grant will be sought only if you decide to accept and comply with all conditions of the offer.

A Deed of Grant is issued subject to all reservations required or authorised under the *Land Act 1994* or any other Act. All the minerals (as defined by the Mineral Resources Act) and all the petroleum (as defined by the *Petroleum Act*) on and below the surface of the land are reserved to the State. The State also reserves quarry material (as defined by the *Forestry Act*) on and below the surface of the land in accordance with the *Land Act 1994*.

OFFER REQUIREMENTS

This offer will lapse unless the following requirements are lodged by the specified time, with the DNRM Nambour Office –

The following must be returned to the department by close of business on 28 July 2017, otherwise this offer will lapse –

1. Completion and return of this **Agreement to Offer a Deed of Grant**. This agreement document must be completed by all current registered tenure holders
2. Payment of all required monies being the amount of \$50,461.10. A copy of the account should be returned to the department along with your payment

Note - Required monies -

- where the purchase price is \$10,000 or less - payment of an amount equivalent to the total amount of the offer.
- where the purchase price is more than \$10,000 - payment of an amount equivalent to the total of all prescribed fees and charges, the calculated GST, plus \$10,000

All other conditions of this offer must be satisfied by close of business on 5 January 2018 otherwise this offer lapses –

1. \$290,000.00 as detailed, being the balance amount i.e. less any of the **required money paid**. A copy of the account should be returned to the department along with your payment.
2. Lodgement of a suitable survey plan
3. Provide a copy of registered ILUA negotiated by the lessee or a copy of confirmation from NNTT that ILUA has been registered
4. Acknowledge the requirements of QPWS as stated below:
 - The waste facility should only be used as a waste transfer site – no landfill
 - All hazardous waste needs to be adequately stored to prevent potential spillage to ground
 - Appropriately fenced to prevent wind-blown litter and secured from animal scavenging
 - Appropriate fire management measures in place
 - Ensure no pest plants can escape the green waste facility from the leased area into adjoining wetlands

- Drainage from the site should eliminate runoff from the waste facility into the adjoining Great Sandy Strait Ramsar site and the Great Sandy National Park in particular the patterned fens wetlands. The proposed site for the dump at Rainbow Beach adjoins the Great Sandy Strait Ramsar site which has been identified as a wetland of international importance especially as waterfowl habitat. The Ramsar convention encourages the designation of sites containing representative, rare or unique wetlands, or wetlands that are important for conserving biological diversity. The area west of the dump contains wetlands known as patterned fens, these communities are unique and support a number threatened species. The location of the dump is also within the catchment of Tin Can Inlet which is a significant fisheries resource area.
- The use of the site for land fill has the potential to leach into the water table and contaminate valuable bore water supplies for the local community.

If you believe you will be unable to comply with **any** of the conditions of this offer by the due date, you should apply in writing for an extension of time. Any application for extension of time is to be made **before** the offer lapses and must address the following -

- what action you have taken to comply with the offer conditions; **AND**
- why the conditions cannot be complied with by the due date; **AND**
- the time for which the extension of time is requested, including reasons for the amount of time required.

Note –

1. if you do not apply for an extension of time and the offer lapses, you will need to make a fresh application and pay the required application fee. If the new application is accepted, the application will be re-investigated and include re-assessment of the purchase price, all conditions and requirements applicable to the dealing. This re-investigation may also result in the application being refused.

PARTICULARS OF LAND

Tenure Type - Deed of Grant

Description - Part of Lot 3 on USL37851 as shown on DWG 16/212

Area (ha) - 7.57 ha (about)

TENANCY DETAILS

The holders of the Deed of Grant are to be recorded as:-

NAME

COMPANY ACN No. (where applicable)

☐ Sole Tenant

☐ Joint Tenants

☐ Tenants in Common

If to be held on Trust, insert name of Trust and provide a copy of the Trust document, if not already held by the Department.

Name of Trust:

If to be held as Tenants in Common, complete the following -

INTEREST NAME

For example - ½ share For example – John Robert Smith
If insufficient space, please attach separate page.

POSTAL ADDRESS of person or Company to whom correspondence is to be addressed

Town/City:

State:

Postcode:

PURCHASE PRICE

The purchase price has been determined at \$13,750,000.00 inclusive of GST and is subject to payment of all associated costs, however the 50% revenue share policy applies.

GOODS AND SERVICES TAX (GST)

Goods and Services Tax (GST) is payable on all land transactions in accordance with *A New Tax System (Goods and Services Tax) Act 1999* unless it is an input taxed supply under Division 40 or specifically exempted from GST under Division 38 of that Act.

TAX INVOICE

A tax invoice for obtaining a Deed of Grant will be issued to the registered owner within 28 days of the date of the issue of the deed.

FOREIGN OWNERSHIP

Your attention is drawn to the requirements of the *Foreign Ownership of Land Register Act 1988* that a foreign person (as defined in that Act) or a trustee of a foreign person or a foreign trust, must lodge a Notification of Ownership Form for each interest acquired. No fee is payable and further enquiries should be directed to the Foreign Ownership of Land Registry on 1300 255 750 or email Titlesinfo@qld.gov.au.

If you are a permanent resident of Australia, and Australian Citizen or wholly owned Australian Company, there is no requirement for you to take further action in this matter.

CONTAMINATION

Landowners and occupiers of land have a responsibility under section 371(1) of the *Environmental Protection Act 1994* to notify the administering authority within 22 business days if they become aware that a notifiable activity is being carried out on the land.

There are penalties for landowners under section 371 of the *Environmental Protection Act 1994* for not complying with the responsibility to notify.

For more information visit the EHP website: www.ehp.qld.gov.au; or contact Waste and Land Contamination Assessments, Department Environment and Heritage Protection - email: WLCA@ehp.qld.gov.au

ABORIGINAL OR TORRES STRAIT ISLANDER CULTURAL HERITAGE

All significant Aboriginal and Torres Strait Islander cultural heritage in Queensland, is protected under the *Aboriginal Cultural Heritage Act 2003* and the *Torres Strait Islander Cultural Heritage Act 2003*, and penalty provisions apply for any unauthorised harm. Under the legislation a person carrying out an activity must take all reasonable and practicable measures to ensure the activity does not harm Aboriginal cultural heritage. This applies whether or not such places are recorded in an official register and whether or not they are located in, on or under private land.

Aboriginal cultural heritage which may occur on the subject land is protected under the terms of the *Aboriginal Cultural Heritage Act 2003* and *Torres Strait Islander Cultural Heritage Act 2003* even if the Department of Aboriginal and Torres Strait Islander Partnerships has no records relating to it.

Please refer to the website -

<https://www.datsip.qld.gov.au/people-communities/aboriginal-and-torres-strait-islander-cultural-heritage> for a copy of the gazetted Cultural Heritage Duty of Care Guidelines which set out reasonable and practical measures for meeting the duty of care.

Further assistance or advice in relation to this matter please contact the Cultural Heritage Unit on 1300 378 401.

NATIVE TITLE

Investigations by the department have determined that native title may continue to exist over the land to which this offer applies. You are to address any requirements of the *Commonwealth Native Title Act 1993* (NTA) before the department may progress the proposed tenure. The NTA sets out how certain dealings can proceed over land and waters where native title may continue to exist.

Additional information on the ways that native title can be addressed can be found on the department's website - <http://www.qld.gov.au/environment/land/state/use/native-title/>

It is recommended you seek independent legal advice in relation to the options available to you to address native title.

Note – No tenure will be granted until any existing native title in the land has been surrendered or extinguished or a Federal Court has determined that native title does not exist in relation to the area subject to the proposed tenure.

DECLARATION

The information provided in this Agreement to Offer and any attachments is authorised under the *Land Act 1994* and is being used to process your application. The department will endeavour to maintain the confidentiality of information relating to your application. However, consideration of your application may involve consultation with other parties and if so, details of your application may be disclosed to third parties. This information will not otherwise be disclosed outside of the department unless required or authorised by law such as under the *Right to Information Act 2009*. If the proposed Deed of Grant issues, the details of the Deed of Grant, including the registered owner will be registered in the Land Registry which is available to the public to search.

I/We agree, subject to compliance with the Offer Requirements, to the purchase of the subject land and to the issue of the Deed of Grant in accordance with the terms and conditions stated in this agreement and note that this acceptance shall not be effective until I/We have complied with the Offer Requirements.

DECLARATION BY A PERSON

Name and Signature of all applicants		In the presence of: Full Name and Signature of Witness	
Dated		day of	Year

NOTE - This document must be signed by all persons who are nominated as the holder/s of the proposed Deed of Grant. If insufficient space please add additional information as an attachment.

DECLARATION BY A CORPORATION

Executed for and on behalf of:

Corporation name

If a Corporation then record ☐ ACN ☐ ARBN ☐ ABN

In accordance with section 127 of the *Corporations Act 2001*,

Name and Signature of authorised person/s

Dated

--

day of

--

Year

--

Note – Sole Directors simply insert name and sign as sole director. Other Companies require signature of two Directors or by a Director and Secretary. Where an attorney or other agent executes this Agreement on behalf of a company, the form of the execution must indicate the source of this authority and a certified copy of authority must be provided to the Department. A witness is only required for an attorney or other agent where the source of authority requires a witness.

In relation to this agreement to offer, it is recommended you seek independent legal advice.

Postal :
DNRM Nambour
PO Box 573
Nambour
4560 QLD

Email: SLAM-nambour@dnrm.qld.gov.au
Telephone : (07)54512245
Fax: 54512262

END OF DOCUMENT

Offer Account

(This is not a Tax Invoice)

Issued



Queensland
Government

Department of
Natural Resources and Mines

Payment Reference: 633171
Offer Account Date: 25/09/2017
Enquiry Reference: 2016/003639/1
Account No: 1601003639
Account Due Date: 24/10/2017

Applicant: Gympie Regional Council
PO Box 155
Gympie QLD 4570
Australia

ABN No. 91269530353

ACN/ARBN No.

Item Description	Quantity	Amount (\$)	Amount Due (\$)
Total Sale Price (GST Incl if applicable)	1	330000.00	
Property Value (Taxable, GST Excl)	1	300000.00	300000.00
GST on Taxable Property Value	1	30000.00	30000.00
Conveyance/Stamp Duty (GST Exempt)	1	9975.00	9975.00
Deed Fee (Div 81)	1	70.10	70.10
Plan Lodgement Fee (Div 81)	1	416.00	416.00
Total Payable at Acceptance/Settlement:			\$340461.10

Comment:

Part of Lot 3 on USL37851

Payment Methods:

Payment options are cash (in person only), EFTPOS (in person at some centres only, cheque (in person or by post), BPOINT or BPay (details below).

Cheques should be made payable to 'Department of Natural Resources and Mines' and marked 'not negotiable'.

To ensure proper crediting of your account, please provide a copy of this account for cash and cheque payments and indicate whether you wish to receive a receipt.



Billers Code: 928549
Ref: 100000006331714



Pay on line via credit card
www.bpoint.com.au or contact your
financial institution to make this
payment directly from your cheque,
savings or credit account

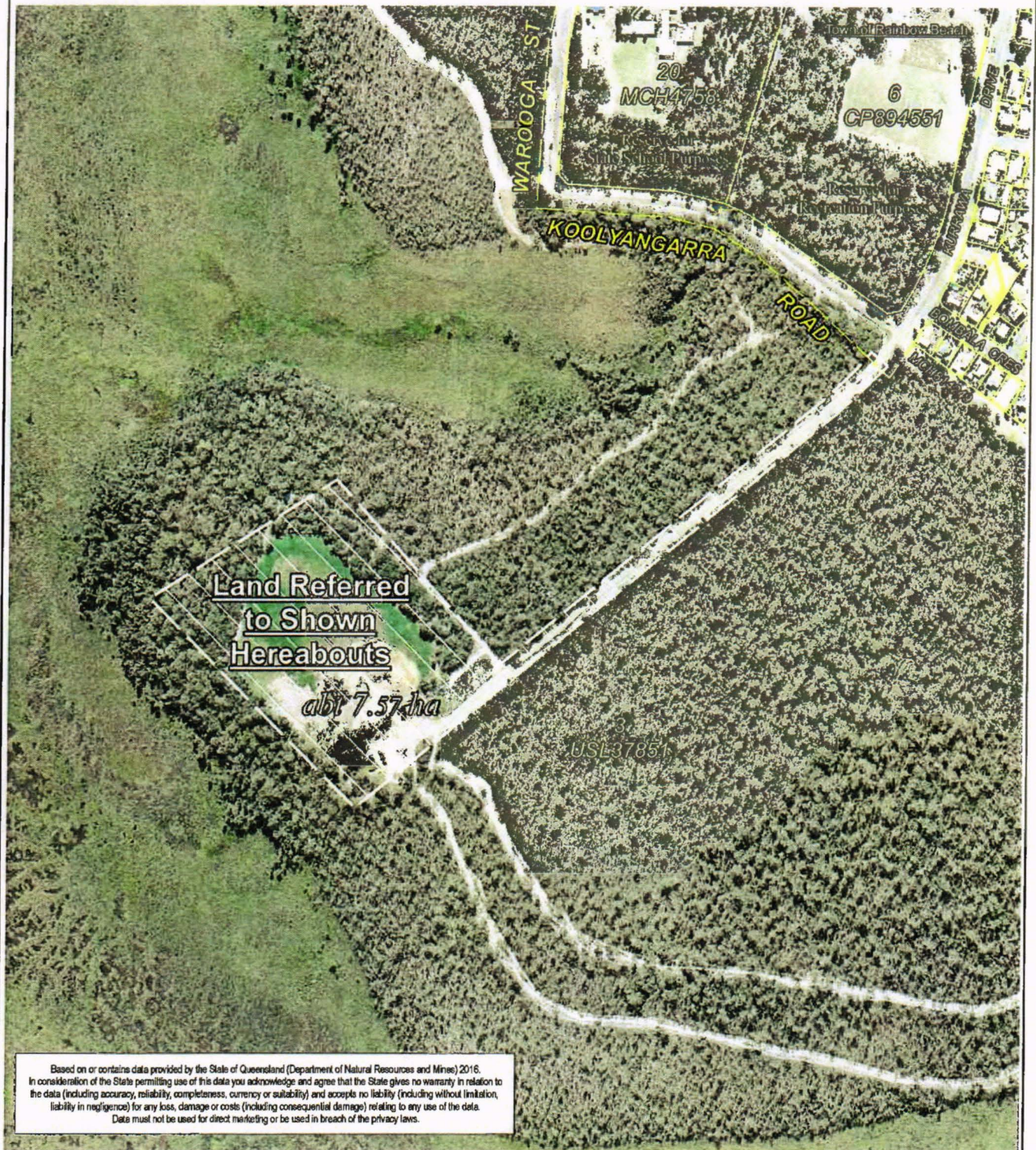
BPAY or BPOINT
Transaction ID

BPay only amounts greater than \$50

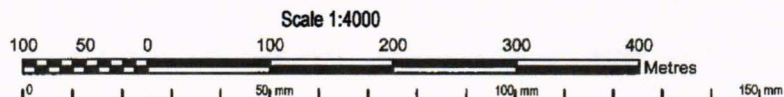
BPOINT amounts between \$10 and \$100,000

If applicable a Tax Invoice will be provided on completion of this dealing.

25-Sep-2017



Imagery - Capricorn - Wide Bay Digital Ortho-Rectified Aerial Photography
Acquisition date - 28 June to 01 Sept 2014
Resolution - 25 cm



Prepared by
IPSWICH OFFICE
RESOURCE ASSESSMENT
and INFORMATION
SOUTH REGION
DEPARTMENT OF NATURAL
RESOURCES and MINES

LAND REFERRED TO SHOWN
(Proposed Waste Management Facility)

LOCALITY: RAINBOW BEACH

LOCAL AUTH: REGIONAL COUNCIL OF GYMPIE

PROPOSAL

Scale 1:4000
Plan at A3 Paper Size

DWG 16/212



Department of
Natural Resources and Mines

Author: [REDACTED]
File/Ref number: 2016/003639
Directorate/Unit State Land Asset Management
Phone: [REDACTED]
Your Ref: DMJ:00478 File No: 215690

20 October 2016

The Chief Executive Officer
Gympie Regional Council
PO Box 155
GYMPIE QLD 4570

GYMPIE REGIONAL COUNCIL	
FILE ID 215690	ACTION
DOC ID	ORDIN
	W/SHOP
	BUDGET
X REF	REFER
	24 OCT 2016
	Debbie S.
	1
	2
	3
	4
	5

Dear Sir

RE: APPLICATION FOR PROPOSED RAINBOW BEACH WASTE FACILITY – PURCHASE PART OF LOT 3 ON USL37851 – RAINBOW BEACH

Reference is made to the above application dated 28 June 2016 in respect to the above.

The Department wishes to advise that investigations into your application for purchase of part of unallocated state land described as Lot 3 on USL37851 Rainbow Beach for Waste Facility as shown on attached Drawing 16/212, is being processed.

The Department is required under the *Land Act 1994* to undertake investigations into a range of matters including environmental, social and economic factors, as well as native title, cultural heritage, local planning schemes and the future needs of the community. This is to ensure that State land is allocated to the most appropriate use and tenure to derive the greatest benefits to meet the current and future needs of the people of Queensland.

A component of this investigation is to determine whether your proposal, if approved, can proceed having regard to the provision of the *Native Title Act 1993 (Cth)*. Initial investigations have revealed that native title may continue to exist in respect of the subject area of your application.

The Department will continue investigations into your application however, it should be noted the State will require the Gympie Regional Council to address the requirements of the Commonwealth *Native Title Act (NTA)* and Council will be further advised in due course.

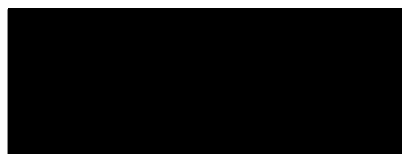
2/....

If you wish to discuss this matter please contact the Gympie office on 54805343.

All future correspondence relative to this matter is to be referred to the contact Officer at the address below or by email to SLAM-Gympie@dnrm.qld.gov.au. Any hard copy correspondence received will be electronically scanned and filed. For this reason, it is recommended that any attached plans, sketches or maps be no larger than A3-sized.

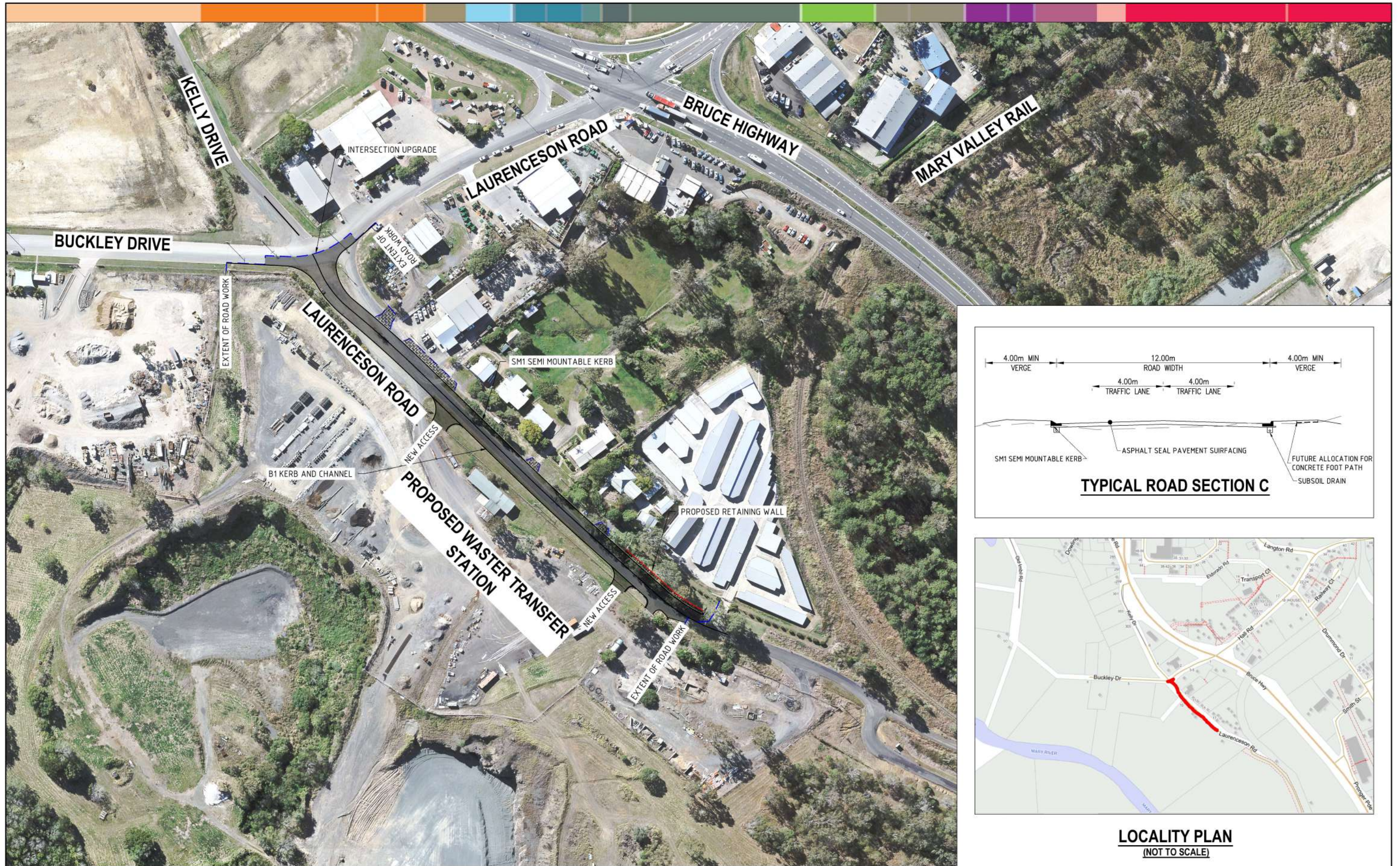
Please quote reference number 2016/003639 in any future correspondence.

Yours sincerely



Senior Land Officer
South Region





Our Ref: TMA01869 File: 219736
Your Ref:

5 February 2019

Department of Natural Resources, Mines and Energy
27 O'Connell Street
GYMPIE QLD 4570

Dear Sir/Madam

Re: Request for owner's consent to development application – Lot 769 MCH3426

Gympie Regional Council is the Trustee of land described as Lot 769 MCH3426, which is designated for quarrying purposes. Quarrying at the site ceased some years ago, and Council has identified this land for location of a regional waste transfer station.

Council understands that operating a waste disposal facility at the site will be a prohibited activity under the Trustee conditions, and accordingly Council is currently in negotiation with the Department to purchase the following land freehold –

- Lot 769 MCH3426 Reserve for quarrying
- Road reserve (unformed) between Lot 1 MPH23516 and Lot 769 MCH3426

Council lodged an urgent application to purchase state land with SLAM on 4 May 2018, and a subsequent application to acquire/close road reserve on 10 December 2018. The Department's reference for these applications is case no. 2018/003357.

Gympie Regional Council owns adjoining land freehold (Lot 1 MPH23516) and it is Council's intention to reconfigure the lots following purchase of the land and road reserve from the state. The design of the waste transfer station will require it to be sited over both parcels.

Given the progression of the application to purchase state land and Council's commitment to purchasing the land for the above purpose, Council is seeking owner's consent from the Department to lodge a development application for the waste transfer station.

The proposed waste transfer station will replace the existing landfill at Bonnick Road, Gympie. There is less than 30 months' landfill space remaining at Bonnick Road Waste Management Facility, and this time constraint lends to the urgency with which Council must design and construct the waste transfer station.

Should the Department consent to the development application being lodged, the development assessment process and land purchase process would run concurrently, thus expediting development approval for this critical public infrastructure.

As mentioned earlier, Council is committed to purchasing this land for the purpose of operating a waste transfer station on the site. Should it be the desire of the Department to grant consent for development approval only, Council will commit to no physical construction activities (i.e. breaking ground) taking place until the land has been purchased freehold.

Please find attached for your consideration the Department's application forms A and B, as well as information pertinent to the development application and the proposed development.

Please do not hesitate to contact me at any time should you require further information about the proposed development and/or timeframe for development. My contact details are as follows:

Email: [REDACTED] [@gympie.qld.gov.au](mailto:[REDACTED]@gympie.qld.gov.au)

Direct Dial: [REDACTED]

Mobile: [REDACTED]

Post: Gympie Regional Council, PO Box 155, Gympie QLD 4570

Council's Property Manager Andy Bray is overseeing purchase of land. Should you wish to discuss this matter his details are as follows. Andy Bray has been in communication with local Department staff Debbie Cross and Matthew Halls about purchase of the land.

Email: [REDACTED]

Direct Dial: [REDACTED]

Thank you for consideration of this matter and I look forward to your written response.

Yours faithfully

[REDACTED]
Miljenko Pavlinic
Manager Waste Services