



RPQ Group Standard Terms and Conditions

RPQ Group, including but not limited to RPQ Asphalt Pty Ltd, RPQ Spray Seal Pty Ltd, RPQ Services Pty Ltd, Trico Asphalt Pty Ltd, RPQ North Coast Pty Ltd and Rock 'n' Road Bitumen Pty Ltd.

These terms and conditions form part of and are to be read in conjunction with the particulars contained in the Quotation. The Quotation is given by RPQ Group (herein after referred to as RPQ) to the Customer to perform works as specified in the quote and the Customer accepts the quote on the following terms. Where there is a Subcontract Agreement in place between the Customer and RPQ these standard terms and conditions shall form part of the Subcontract Agreement. This RPQ Quotation will also be referenced and listed in the order of precedence of the Subcontract Agreement conditions with the highest level of precedence. If omitted, these RPQ standard terms and conditions will take precedence whether or not it is stated in the Subcontract Agreement.

1. GENERAL

- 1.1 RPQ reserves the right to vary the rates in the Quotation until such time as a site inspection by an RPQ representative or plans are received and the scope of the works are confirmed.
- 1.2 RPQ shall not be responsible for any maintenance during or after the completion of work, or after the warranty period.
- 1.3 RPQ shall not be responsible for any property damage caused by carrying out the work unless such damage was caused solely by the negligence of RPQ employees or its agents. RPQ is to be notified within 24 hours of occurrence and confirmed in writing within 7 days of occurrence.
- 1.4 In the event of any materials supplied or work performed by RPQ being defective, the liability of RPQ, if any, shall be limited to the replacement of such defective material and/or the remediation of such work. All other guarantees, warranties, undertakings, consequential loss or damage or representation expressed or implied whether arising from statute or otherwise are hereby expressly excluded (except to the extent prohibited by law).
- 1.5 Clerical and Technical errors are subject to correction at any time by RPQ. Without prejudice and reserving RPQ's rights to claim for a variation to the Subcontract Agreement.
- 1.6 The Customer shall indemnify RPQ against all claims, damages, demands, penalties, costs, charges and expenses, or consequential loss or damage to which RPQ may become partially or wholly liable through any work required to be done by RPQ, or goods and materials to be supplied by RPQ in accordance with the Customer's specifications.

2. PRICE AND PAYMENT

- 2.1 The price stated includes:
 - 2.1.1 Current costs for transport (where specified), labour and materials, including Bitumen, and shall remain valid for 30 days, unless otherwise specified in the quote. Items containing Bitumen are subject to the rise and fall of the RPQ registered suppliers agreed price of Bitumen from the Quotation date to the commencement of the work, based on Department of Main Roads Minor Works Contracts clause B19 Adjustment For The Cost Of Bitumen. RPQ reserves the right to pass on changes in the RPQ registered suppliers agreed price of Bitumen at their own discretion;
 - 2.1.2 The work being carried out during normal working hours Monday to Friday, 7.00am to 5.00pm, unless otherwise specified by RPQ. Work completed outside these hours at the request of the Customer will attract additional charges;
 - 2.1.3 An assumption that all measured areas and project particulars that are supplied by the Customer, are accurate; and the price is subject to variation if any of the above measured areas or project particulars are inaccurate, insufficient or have varied from the date of the Quotation. An agreed quantity for the variations is required to be signed off prior to the commencement of works and a negotiated rate for the variations will be determined between the client and RPQ. RPQ reserves the right not to proceed until a rate for the variation is agreed upon by the Customer.
 - 2.1.4 The quoted rates being subject to change if the scheduled quantity, or the constructed quantity varies by more than 10% of the stated scheduled quantity in the Quotation. Either RPQ or the Customer can request a requote of the relevant items quoted rate.
- 2.2 The price does not include:
 - 2.2.1 Any additional services not detailed in the Quotation, and the price is subject to variation to take account of changes in any exclusions or additional services requested, or deemed necessary by RPQ to undertake the work.
 - 2.2.2 Provision for site specific conditions or allowances, unless otherwise specified.
 - 2.2.3 The cost of inductions for crews, including online inductions, police checks, medicals or ASIC searches with the exception of an on site induction prior to the commencement of the works of up to twenty (20) minutes. Time in excess of 20 minutes will be charged at \$100.00 per hour per man or part thereof.
 - 2.2.4 Unless otherwise stated, the Customer will be responsible for the cost of all site testing.
- 2.3 This Quotation is based on the full range of services stated in the Quotation and is not open to acceptance in part, except for any provisional items and rate only items as specified in the quote.
- 2.4 The Quotation may be in the form of a Lump Sum, a Lump Sum with Unit Rates, or a Schedule of Unit Rates. Unit rates are quoted in accordance with the following:
 - 2.4.1 When a price per unit of weight is stated, the quantity shall be based on weight shown on the delivery docket.
 - 2.4.2 When a price per cubic metre is stated, the quantity, in the case of bitumen sealing, will be based on the area of work completed divided by the spread rate, in the case of excavation of material, the quantity will be work area completed multiplied by the depth of the cut.
 - 2.4.3 When price per unit of area is stated, the quantity shall be based on the measurement of actual surface area, measured to include grade changes of the completed work.
 - 2.4.4 When a price per unit of length is stated, the quantity shall be based on the measurement of the total length of the work completed, measured to include curves and changes in grade.
 - 2.4.5 For items quoted on number basis, the quantity will be based on the number of items installed or supplied.
- 2.5 Terms of payment – Unless otherwise stated in the Quotation, electronic payment is required 24 hours prior to commencement of the works, and a credit application is to be completed and accepted by RPQ. All approved account Customers will be invoiced either as a progress claim or at completion of work. All accounts must be paid within thirty (30) days of end of month from date of our official invoice, unless otherwise stated.
- 2.6 No deductions or retentions whatsoever shall be made by the Customer unless stated in Quotation or Subcontract Agreement and agreed by RPQ.
- 2.7 RPQ reserve the right to charge interest on any overdue amounts., at a market rate for ANZ Business Loans as listed for the relevant period.
- 2.8 If required by RPQ, the Customer shall provide a bank guarantee for the Total Price, or in a form acceptable to RPQ



3. SPECIFICATIONS

- 3.1 Unless otherwise stated by RPQ in the project specific conditions, materials and works will comply with Main Roads Specifications MRTS30 or Brisbane City Council S310 - Supply of Dense Grade Asphalt. Materials and Works outside the scope of Main Roads Specifications will be in accordance with the relevant Australian Standard if one is available. Consideration of the Customer Specifications supplied during and subsequent to the Request for Quotation may incur additional costs and unless specifically stated in the Quotation, the additional costs will be charged to the Customer. At the discretion of RPQ it may elect to supply and carry out the works as detailed in the Customer documentation provided to RPQ at, during and subsequent to the tender stage. The final specification to be agreed by the Customer prior to commencement of the works on site.
- 3.2 Asphalt pavements with falls of 1% or less cannot be considered to have adequate fall to stop water ponding. Where the cross-fall from crown to gully (including invert pavements) is less than or equal to 1%, RPQ will not warrant any work damaged by water ingress, or be held responsible for ponding of water on the pavement.
- 3.3 Site Testing will not be automatically carried out but will only be done if requested by the Customer prior to delivery, or if it is a requirement under the specifications.
- 3.4 It is agreed by the Customer that RPQ is not responsible for the following:
- 3.4.1 additional work required to strengthen the subgrade or pavement base unless specifically priced as an item in the Quotation or otherwise specified in the conditions of the quote.
- 3.4.2 excavation of rock, milling of concrete or other similar hard materials unless otherwise specified in the Quotation.
- 3.5 Any specific specification required by the Customer in respect of the materials supplied shall be stated in the Quotation and confirmed by RPQ. In respect of Asphalt, unless specified otherwise, the asphalt shall be based on a Class 320 Binder. The Customer shall be liable for any charge arising from a specification requirement or request from the Customer to change the Binder type. Unless specified otherwise, and agreed to in writing, RPQ does not make any claims to a pavements fitness for purpose, including, but not limited to its adequacy to support the intended loads imposed on it, the adequacy of the surface water drainage of the finished works, or the specifications are correct or appropriate for the intended purpose.
- 3.6 Where survey is required, a model will be provided to RPQ to substantiate the substrate surface. Where survey is not provided, the Customer will be required to sign off on works as completed and accepted as per actual works carried out. RPQ will be paid according to the actual works carried out. Where the Customer elects to provide survey, adequate survey, which may include a design model, level control, as constructed survey to each subsequent layer of asphalt as deemed necessary by RPQ to comply with the relevant Specifications, must be provided. The condition of the subgrade / substrate / base condition will be tested with a water cart and proof rolled. Should the subgrade / substrate / base fail testing and the Customer decides to proceed, a hold point will be signed on the ITP and the warranty will be voided. Unless the site where the works are carried out is a state controlled road, DTMR warranties, deductions and specifications will not be applicable to the works. Under this circumstance, a limited suite of specification requirements, such as manufacturing specification will be applicable.
- 3.7 Surface preparation involving cleaning and sweeping (light brooming up to 2 passes only).

4. SITE AND ACCESS

- 4.1 The site conditions at the time of execution of work shall not vary from conditions prevailing at the time of inspection or from conditions agreed to be provided by the Customer.
- 4.2 Where site access is restricted, site access must be via an all weather track, of sufficient size for machinery access, unless otherwise stated in the Quotation. No allowance has been made in the quote for construction of access tracks, unless otherwise stated. RPQ shall not be liable for any damage or loss arising as a result of the access failing to support the necessary machinery.

5. CANCELLATION, DELIVERY, PROPERTY AND RISK

- 5.1 RPQ requires adequate notice from the Customer prior to the commencement of the work. The time for required for adequate notice varies though out the year. No guarantee is given by RPQ that work will commence on the date requested or that work will be completed by any particular date. RPQ will not be liable for any loss or damage in any way arising whatsoever as a consequence of RPQ failing to commence work by any particular date, or by failing to complete the work by any particular date.
- 5.2 If the Customer cancels an order through no fault of RPQ and without giving adequate notice, usually twenty four (24) hours, but not limited to 24 hours when giving consideration to procurement of materials specific to the work, or dispatch times that are adequate to start the work at the programmed start time, we reserve the right to charge the Customer for any expenses incurred.
- 5.3 Works will only be programmed the day after all regulatory inspections are completed. Should the client request programming of works on the day of inspection, a cancellation fee will apply if unable to proceed with the programmed works
- 5.4 RPQ reserves the right to withdraw from the quote prior to the commencement of work, with no liability to RPQ of costs incurred by the Customer for any reason.
- 5.5 Until payment in full, RPQ shall retain legal and equitable title to all materials and other items into which the materials may be incorporated and the Customer hereby authorises RPQ to re-enter onto the site for the purpose of retaking delivery if payment is not made when due.
- 5.6 Tender of the materials to the work site constitutes delivery of the materials.
- 5.7 Any risk related to the material, whether in the form of degradation of the material for its intended use, damage to the surrounding environment, or loss, passes to the Customer at the time of delivery of the materials.
- 5.8 Where unloading of materials is not completed within 20 minutes of arrival at no fault of RPQ, RPQ may, at its own discretion, charge the Customer for waiting time or vehicle hire, in respect of the delay for the additional time to unload the vehicle at a rate determined by RPQ.

6. SHORTAGE OF MATERIALS

- 6.1 RPQ shall not be liable in any manner whatsoever for the delay in delivery or non-delivery (or any costs associated herewith incurred by the Customer) which are attributable to transport delays, unavailability or shortage of materials, plant or equipment breakdown, industrial stoppages or any other cause whatsoever which is beyond the direct control of RPQ.

7. ASPHALT OPERATIONS (Supplementary terms and conditions but not limited to the following)

- 7.1 Pavements not constructed by RPQ, which are shaped outside the adjustable limits of the paver, or undulate, or are deeper than the design depth with respect to expected finished levels, cannot be laid to a consistent design depth. This necessitates the use of extra asphalt. The Customer will be liable for this extra asphalt at the quoted rate. Should the quantity used fall outside the quoted quantity by an amount greater than 10% of the quoted quantity, then RPQ or the Customer is entitled to a requote of the item if either party requests a requote.
- 7.2 Where a rate is provided in the Quotation for typical density of the asphalt, the Customer is to be aware that RPQ will charge the Customer based on the actual compacted density obtained from the laboratory asphalt summary report and agreed quantity sheet.



8. MILLING OPERATIONS (Supplementary terms and conditions but not limited to the following)

- 8.1 RPQ shall not be liable in any manner whatsoever for damage caused to any services that are not clearly identified on the work site.
- 8.2 RPQ is not responsible for employing service locating contractors on any work site, and the Customer, in agreeing to these terms and conditions, understands that it is the responsibility of the Customer to locate and mark out any services, or other objects that they could have been reasonably expected to have knowledge of their existence.
- 8.3 RPQ reserve the right to charge for any damage to machinery or personal injury, or losses incurred if a collision with an object, or service occurs, that is not located by the Customer.
- 8.4 Unless specified otherwise, milling rates does not include cutting concrete.
- 8.5 The Customer shall be responsible for the cost of any requirements of the Red Imported Fire Ant (RIFA) legislation. If RPQ have allowed for the removal of spoil off site, then it has been assumed that the material has been inspected and a movement certificate obtained to allow the material to be transported to a site outside of a restricted area.
- 8.6 RPQ reserves the right to withdraw from works where milling of materials are clogging the drum of the milling machine repeatedly. RPQ will invoice the portion of the work carried out on a pro-rata basis. RPQ will not be held responsible for any consequential loss by the Customer or excavation of the material by any other method.

9. SEALING OPERATIONS (Supplementary terms and conditions but not limited to the following)

- 9.1 Where the work requires RPQ to supply and stockpile aggregate on site, the Customer is to nominate a suitable, clean and hard stockpile site at no cost to RPQ.
- 9.2 Where the work requires RPQ to cart aggregate to the work site from a stockpile site, the site must be located within three kilometres of the work site, and RPQ reserve the right to apply additional charges outside cartage outside of three kilometres, unless otherwise specified in the quote
- 9.3 Where the work requires RPQ to load aggregate from a stockpile site, a site suitable for safe mechanical loading is to be supplied, and RPQ will not be responsible for remediation of the site, or any costs incurred to remediate the site.
- 9.4 Unless specified otherwise, the Customer is responsible for removing any loose aggregate from the site. Any potential insurance claim due to non-compliance with this clause will be rejected by RPQ and forwarded to the Customer.
- 9.5 Unless specified otherwise, the Customer is responsible for the erection and maintenance of all warning signs at the work site, including "Windscreen Damage" signs. Any potential insurance claim due to non-compliance with this clause will be rejected by RPQ and forwarded to the Customer.
- 9.6 The Quotation is based on the seal spray rates as detailed in the relevant schedule of rate item. Any variance to this rate required during the seal design verification process due to site conditions and/or other reasons outside the control of RPQ will be deemed to be a variation to the Subcontract Agreement. For the period ending 30 June 2019, the additional charge for every 0.10L increase per square metre is \$0.10 i.e. tender schedule of rate item nominates 1.2L/m² spray rate; design verification process nominates 1.3L/m² spray rate; RPQ will claim original tender schedule rate for 1.2L/m² spray rate plus an additional \$0.10 due to 0.1L/m² increase as per design verification process.

10. WARRANTIES

- 10.1 All work shall be warranted against defective materials and workmanship for three (3) months from the date of completion, unless specified otherwise in the Quotation.
- 10.2 Any claim or dispute in relation to the quality of workmanship or materials delivered must be made in writing to RPQ within seven (7) days of identifying the defect.
- 10.3 Warranty will be voided with respect to reflective cracking occurring in asphalt pavements when the cracking is caused by the underlying pavement courses. Where Bitac Strips are placed over underlying cracked pavements prior to the asphalt overlay, warranty will be voided should reflective cracking occur. Bitac Strip is an industry accepted practice for minimising the occurrence of reflective cracking caused by the underlying pavement cracks.
- 10.4 Warranty will be voided with respect to damage being caused by overloading of the pavement, spillages or damage, regardless of cause.
- 10.5 Warranty will be voided with respect to damage being caused by excessive moisture ingress in underlying pavement, regardless of cause.

11. DEFINITIONS

- 11.1 "Customer" means the entity who has agreed to accept the Quotation, and for the purpose of executing the works, includes the Customer's employees, agents, sub-contractors.
- 11.2 "Quotation" means a proposal by RPQ to the Customer to carry out "works" for an agreed sum of money with terms and conditions attached.
- 11.3 "works" or "work" means the whole of the work, including provision of materials, to be carried out and completed in accordance with the Quotation, including variations.
- 11.4 "work site" or "site" means the lands and other places to be made available, and any other lands and places made available to RPQ by the Customer for the purpose of completing the works in the Quotation.
- 11.5 "project specific conditions" means conditions by which "works" are to be carried out, as set out in RPQ "Quotation".
- 11.6 "charge" means a monetary sum applied to the Customer's account or bill.
- 11.7 "Total Price" means the monetary figure shown in the RPQ Quotation.
- 11.8 "Request for Quotation" means a request for a proposal by the Customer for RPQ to provide pricing and quantities to carry out "works" for an agreed sum of money with terms and conditions attached.
- 11.9 "Maintenance" means any works after completion of the quoted Works. The Customer acknowledges that the completed quoted Works will be paid in full and that the RPQ Group have made no allowances for any further costs or retention of funds from the Customer.
- 11.10 "Rate or Rates" means to the cost per unit stated of an item.
- 11.11 "Main Roads Specification" or "DTMR" means the current Department of Main Roads Specifications at the time of the Request for Quotation or as specifically stated in the documents supplied in the Request for Quotation.
- 11.12 "Brisbane City Council Specifications" or "BCCS" means the current Brisbane City Council Specifications at the time of the Request for Quotation or as specifically stated in the documents supplied in the Request for Quotation.
- 11.13 "Site Testing" means any requirements under the Asphalt or Bitumen Sealing Specification requirements only.
- 11.14 "Survey" means a general requirement under the relevant specification which is not limited to any design requirements, survey pick-up, computations, survey control (Pavesmart or Paveset) and set-out, as constructed data as necessary and ride testing.