

**APPROVAL TO CONSTRUCT, MAINTAIN AND OPERATE
AN OVERBRIDGE**

THIS DEED OF AGREEMENT is made the 21 day of February 1998.

BETWEEN: The DIRECTOR-GENERAL, DEPARTMENT OF MAIN ROADS for and on behalf of The STATE OF QUEENSLAND ("the Director-General")

AND: CALLIDE COALFIELDS PTY LTD (A.C.N. 666 666 666) a company duly incorporated and having its registered office at 113 Mtlfj .st & i company")

WHEREAS:

- A. The Company has requested approval to construct, maintain and operate an overhead bridge comprising a concrete arch structure and associated roadworks within the state controlled road reserve ("the overbridge") above and across the Dawson Highway at a location approximately 19 kilometres East of Biloela, as a component of a haulroad from Boundary Hill to Trap Gully.
- B. Section 47 of the Transport Infrastructure Act 1994 [Reprint No.5] requires the prior approval of the Director-General prior to the construction, maintenance, operation or conduct of ancillary works and encroachments within the boundaries of a State-controlled road.
- C. The overbridge is an ancillary work and encroachment and the Dawson Highway is a State-controlled road for the purposes of the Transport Infrastructure Act 1994.

D. The Director-General has agreed to grant written approval to the Company to construct, maintain and operate the overbridge subject to the following terms and conditions.

TERMS AND CONDITIONS:

1. The overbridge shall be constructed by the Company in accordance with the "Conditions of Approval for Carry t/ Works Within the Boundaries of State-controlled Roads" (Form DOF.P06 (7/98), detailed in Annexure "A" to this Deed, and all construction works within the boundaries of the State-controlled road (the Dawson Highway) shall be carried out in accordance with certified plans and specifications approved by the Director-General.
2. The works for construction of the overbridge will comprise:
 - (a) construction of a by-pass road along an existing adjacent local government road reserve to allow overpass construction works to be carried out on the Dawson Highway;
 - (b) excavation works within the Dawson Highway road reserve to allow the construction of suitable footings for the concrete arch overpass;
 - (c) installation of concrete arch components;
 - (d) construction of the overhead roadway across the Dawson Highway road reserve;
 - (e) reconstruction of the Dawson Highway road formation disturbed by the overbridge construction activities.
3. An environmental management plan in relation to the overbridge shall be submitted to the District Director (Central) of the Department of Main Roads for his approval prior to commencement of any construction works.
4. (a) To facilitate the movement of traffic along the Dawson Highway during the period of construction of the overbridge, the contractor shall construct and

maintain a bypass to a standard and at a location to be approved by the Director-General. ("the bypass").

- (b) It is the intention of both parties that the bypass remain operational after the completion of the construction of the overbridge for the duration of this Deed. The Company agrees to permit use of the bypass by overdimensional vehicles which could not otherwise obtain access under the overbridge. The company agrees to maintain the bypass for the safe use of the bypass by overdimensional vehicles for the duration of the Deed. After completion of the construction works, the bypass route is to be adequately secured by means of locked gates at both ends, to the satisfaction of the Director-General. The Company agrees to allow access to and keys to the locked gates to those persons who have the prior approval of the Director General to use the bypass.
 - (c) The company agrees to erect and maintain clear signage, to the satisfaction of the Director General, directing the use of the bypass by overdimensional vehicles. Such signage is to indicate the procedure required to use the bypass and local contact telephone numbers for employees of the company controlling that procedure. The company shall ensure that all overdimensional vehicles which hold an appropriate approval from the Director General to use the section of the Dawson Highway over which the overbridge will be constructed may obtain access to the bypass at all reasonable times.
5. During construction of the overbridge, traffic using the Dawson Highway is to be controlled in accordance with the current version of the Manual of Uniform Traffic Control Devices, with delays to traffic being no longer than 15 minutes and traffic using the Dawson Highway not being side-tracked onto the by-pass for a period greater than 4 weeks unless approved in writing by the District Director (Central) of the Department of Main Roads.

6. Upon completion of the construction of the overbridge, the Director-General hereby authorises the Company to use, alter, repair, replace, reconstruct, maintain, and inspect the overbridge subject to the terms and conditions contained in this Deed.
7. The Company acknowledges and agrees that the Company does not and will not by virtue of any provision of this Deed obtain any estate or interest in the Dawson Highway or the land on which the Dawson Highway is located and that this Deed will operate and will be read and construed merely as a grant of an approval for the construction, operation and maintenance of the overbridge.
8. The Company shall operate the overbridge. However, with the prior written consent of the Director-General the Company may authorise other persons to operate the overbridge. In this clause "operate" shall include the control of traffic, the maintenance of the structure of the overbridge, the safety and control of any persons using the overbridge.
9. The Company shall duly and punctually pay all rates, taxes, assessments, duties, impositions and other outgoings whatsoever in respect of the overbridge which may be imposed, assessed, levied or charged by or payable to any duly constituted authority in that behalf and whether payable by the owner or occupier or party by each.
10. (a) Subject to the provisions hereof, this approval will remain in force for a ,) of ten (10) years commencing on the _ _ _ _ _ day of _____ 1998 (hereafter referred to as "the date of commencement of this approval").
- (b) If the Company requires a renewal of this approval at its expiration, the Company shall give notice in writing to the Director-General at least three (3) months before the expiration date and the Director-General may grant to the Company a renewal of this approval provided the Company complies with all the conditions of this deed..

11. (a) The Company shall maintain the overbridge and bypass in good repair and condition to the reasonable satisfaction of the Director-General.
- (b) The Company shall permit the Director-General and all officers, employees and agents of the Queensland Department of Main Roads at all reasonable times subject to three (3) days prior notice in writing to the Company to inspect the overbridge or bypass or any part or parts of it for the purpose of ascertaining whether the Company is duly observing and performing the terms and conditions of this approval. The Company shall give rights of access and egress over the lands on which the overbridge or bypass is situated to the Director-General and all officers, employees and agents of the Queensland Department of Main Roads for the purposes of this sub-clause.
- (c) The Director-General may by notice in writing direct the Company to remedy any defect or want of maintenance or repair of the overbridge or bypass which constitutes a breach of the terms and conditions of this approval. If the Company fails to obey any such direction to the satisfaction of the Director-General within a reasonable time prescribed by such notice, the Director-General may remedy the defect or want of maintenance or repair and recover all reasonable costs, charges and expenses in connection therewith from the Company in any court of competent jurisdiction. This right is in addition to any of the other rights of the Director-General under this approval.
- (d) Where the Director-General forms the view that an immediate danger to highway users exists due to the state of repair or operation of the overbridge or the bypass, the Director-General may, without the need to comply with the requirements contained in subclause (b) above, enter upon the overbridge or bypass and take any action whatsoever required to abate the immediate danger. Where the immediate danger results from a breach of the terms of this approval, the Director-General may recover all reasonable costs, charges and expenses incurred by the Director-General in connection with the abatement

from the company in any court of competent jurisdiction. This right is in addition to any of the other rights of the Director-General under this approval.

12. (a) (i) The Company shall give the Director-General fourteen (14) days written notice before undertaking any work on the overbridge or bypass and detail the work that is to be done and the proposed methods and timing for executing such works. The Director-General may in his absolute discretion shorten the fourteen (14) day period for giving notice.
- (ii) The Director-General may impose reasonable requirements in relation to the work referred to in (i) above to ensure compliance with the terms and conditions of this approval or to ensure the safety of highway users. The Company shall not commence such work until all requirements of the Director-General have been met and the Director-General has given approval in writing to the works.
- (iii) The Director-General may give reasonable directions to the Company concerning the work referred to in (i) above to ensure compliance with the terms and conditions of this approval or to ensure the safety of highway users while the work is in progress. The Company shall comply with any directions given by the Director-General as far as reasonably practicable.
- (b) The Company shall not take any action which may cause or require the prohibition, diversion or direction of any traffic on or using the highway, without the written consent of the Director-General which will not be unreasonably withheld. Where it is necessary for any of the purposes of this approval to prohibit, divert or direct any traffic on or using the highway the Company shall seek the approval of the Director-General and the Director-General may determine when such prohibition, diversion or direction of traffic shall take place, if at all, and may make arrangements and provide for such attendance of officers, employees and agents of the Queensland

Department of Main Roads as the Director-General considers are necessary or desirable for the safe and effective regulation of traffic in the locality of the highway. The Company shall pay to the Director-General the costs of and incidental to such arrangements and attendances as determined by the Director-General including any costs which are incurred by or demanded of the Director-General as a result of or in connection with such prohibition, diversion or direction of traffic.

- (c) Subclauses (a) and (b) do not apply to prevent the Company undertaking work on the overbridge to remedy situations where an immediate life-threatening danger to users of the overbridge or highway exists.
 - (d) In the case of an emergency where there is not a reasonable amount of time to comply with subclauses (a) and (b) the Company may take such action as is reasonable in the circumstances to prevent damage or injury without breaching subclauses (a) and (b). The Company shall give the Director-General notice of the action taken at the earliest opportunity. The Director-General may give directions or impose requirements on the action while it is being taken which the company must comply with. The Director-General may require the alteration or removal of any work that was done.
13. The Company shall not remove, alter or add to the overbridge without the prior written permission of the Director-General or paint or mark on the overbridge or attach to it any ornamentation, marking, sign, banner, flag, advertisement or other article without the prior written permission of the Director-General. The above shall not apply to prevent the Company undertaking work on the overbridge in the case of an emergency or to remedy situations where an immediate life-threatening danger to users of the overbridge or highway exist.

14. The Company shall use its best reasonable endeavours not to commit any act and to ensure that other persons do not commit any act, in relation to the overbridge which causes or may cause property damage, injury or danger to any person on the highway. The Company shall use its best reasonable endeavours not to omit to do any act and to ensure that other persons do not omit to do any act in relation to the overbridge, the omission of which causes or may cause property damage, injury or danger to any person on the highway.

15. The Company shall indemnify and keep indemnified the Director-General for -

- (a) any proceedings brought against;
- (b) any claim made upon; and
- (c) any loss or costs incurred by;

the Director-General, its servants or agents in respect of -

- (i) loss of life;
- (ii) personal injury; or
- (iii) damage to any person or property;

as a consequence of:

- (i) the construction;
- (ii) maintenance;
- (iii) existence; or
- (iv) use of the overbridge or bypass during the duration of this Deed.

This indemnity shall not include any matter the consequence of -

- (a) any negligence;
- (b) any, J. awfttlact; or
- (c) any wilful default;

of the Director-General, its employees in the course of employment or its agents acting with its authority.

16. (a) Before the date of commencement of this Deed, the Company shall take out a public liability policy of insurance in the joint names of the Director-General and the Company for their respective rights and interests to cover their liabilities to third parties, including the liabilities as set out in Clause 15.
- (b) The public liability policy of insurance shall include a cross-liability clause in which the insurer agrees to waive all rights of subrogation or action that he may have or acquire against all or any of the persons comprising the insured and for the purposes of which he insurer accepts the term "insured" as applying to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased thereby).
- (c) The public liability policy of insurance shall be for an amount not less than the sum of ten million dollars (\$10,000,000.00) for any single event, or such other amount as shall be notified in writing to the Company by the Director-General, and shall be effected with an insurer or insurers approved in writing by the Director-General, which approval shall not be unreasonably withheld. The policy shall be maintained during the currency of this Deed and any further Deed entered into by the parties with respect to the overbridge and bypass.

17. (a) Before the date of commencement of this Deed (and whenever requested in writing from time to time thereafter so to do by the Director-General) the Company shall produce evidence to the satisfaction of the Director-General of the insurance effected and maintained by the Company for the purposes of Clause 16. If, after being requested in writing by the Director-General so to do, the Company fails to produce evidence of compliance with its insurance obligations under Clause 16 which is to the satisfaction and approval of the Director-General, the Director-General may effect and keep in force any such insurance and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Company to the Director-General.
- (b) The Company shall ensure that the policy of insurance effected as required by Clause 16 shall contain provisions acceptable to the Director-General that will:
- (i) require the insurer, whenever the insurer gives to or serves upon the Company a notice of cancellation or any other notice under or in relation to the policy, at the same time to inform the Director-General in writing that the notice has been given to or served upon the Company; and
 - (ii) provide that a notice of claim given to the insurer by the Director-General or the company shall be accepted by the insurer as a notice given to the insurer by the Director-General and the Company.
- (c) The Company shall, as soon as practicable, inform the Director-General in writing of the occurrence of an event that may give rise to a claim under a policy of insurance effected as required by Clause 16 and shall ensure that the Director-General is kept fully informed of subsequent action and developments concerning the claim.
- (4) The effecting of insurance as required in Clause 16 shall not in any way limit the liabilities or obligations of the Company under other provisions of this Deed.

18. (a) In any of the following cases it shall be lawful for the Director-General without any notice or demand, except where specified herein, at any time to terminate this approval -
- (i) if there is any substantial breach, non-observance or non-performance by the Company of any of the terms or conditions of the approval;
 - (ii) if the Company enters into a scheme of compromise or arrangement with its creditors, a receiver or a receiver and manager is appointed to the Company, the appointment of an administrator or administrators of the Company, a resolution is passed to wind up the Company or the Company goes into compulsory or voluntary liquidation;
 - (iii) if a distress or execution is levied or enforced against the property on which the overbridge is situated;
 - (iv) after the expiration of twelve (12) months from the date that a notice in writing is given by the Director-General to the Company that this Deed is determined as any part of the land on which the overbridge is constructed is required for one or more of the purposes for which land may be taken pursuant to the Acquisition of Land Act 1967;
 - (v) if for a period of over twelve (12) months the overbridge is not used as a vehicular overpass.

- (b) Upon the termination of this Deed the Director-General may, without prejudice to any other right he may have under this Deed, serve notice upon the Company to remove the overbridge and to remove or make other arrangements for any services comprising part of the overbridge at the cost and expense of the Company without any compensation. The Company shall comply with the notice within a reasonable period stated in the notice (which is not to be less than three (3) months) and in accordance with the reasonable directions of the Director-General relating to the safety of the Company's employees or agents or highway users.
- (c) If the Company fails to comply with the notice given by the Director-General under Subclause (b) of this clause, the Director-General may dismantle, store, sell (subject to Subclause (h)) or remove the overbridge and services comprising part of the overbridge ("Removed Property"). At no time does property in the overbridge or Removed Property pass to the Director-General and the Director-General must exercise reasonable care and skill in dealing with the overbridge and Removed Property.
- (d) The Director-General must as soon as practicable after taking action under Subclause (c) give written notice to the Company of the action taken, and location of their Removed Property.
- (e) The Company hereby agrees -
- (i) that, for the purpose of exercising its rights under Subclause (c), the Director-General and all officers employed and agents of the Queensland Department of Main Roads (together with any plant, machinery and equipment) shall have a right of access and egress over the lands on which the overbridge is situate but must exercise reasonable care in the exercise of that right;

- (ii) that the Director-General and all officers, employees and agents of the Queensland Department of Main Roads shall not be liable to the Company for any damage caused to any property, real or personal of the Company in the exercise of the rights under Subclause (c) unless such damage is due directly or indirectly to the negligence of the Director-General or its officers, employees or agents;
 - (iii) that the Company shall pay to the Director-General a reasonable sum as is determined by the Director-General as compensation for the work carried out in exercising the rights under Subclause (c) and any other works carried out by the Director-General relating to such exercise and that such sum is a debt due from the Company to the Director-General under this Deed and may be recovered in a Court of competent jurisdiction ; and
 - (iv) that no payment by way of compensation or otherwise shall be due from the Director-General to the Company in respect of the exercise of the rights under Subclause (c) except as provided in Subclauses (e)(ii) and (g).
- (t) The Company is entitled to the return of the Removed Property on receipt by the Director-General of the sum determined pursuant to Subclause (e)(iii).
- (g) The Company may, when action is taken pursuant to Subclause (e)(iv) give written notice to the Director-General claiming compensation.
- (h) (i) If the Company has not taken possession of the Removed Property within twenty-eight (28) days after -
- A. the date of its removal ; or
 - B. the giving of the notice under Subclause (d);

whichever is the later, the Director-General may sell or dispose of the Removed Property in such manner and on such terms as it determines reasonable.

(ii) The Director-General must when making a sale use reasonable care to ensure that the property is sold at market value.

(iii) If the Director-General makes a sale, the proceeds must be applied -

A firstly, in payment of the costs of the removal, storage and sale of the Removed Property; and

B. secondly, in payment to the Company.

19. This Deed will inure only for the benefit of the Company and any permitted assignee of the Company hereunder and will not run with the lands or any part thereof that the overbridge is on but in the event of a sale, lease or other disposition of an estate or interest in the lands or any part thereof the Company shall make any such disposition subject to the rights of the Director-General under this Deed.

20. The Company shall duly observe and comply with all Acts of Parliament of the Queensland or Commonwealth Parliaments and all regulations, rules, by-laws, ordinances, notices, orders, proclamations or other statutory instruments made thereunder and shall obtain any relevant consents, permits, authorisations and licences required by the Crown in any capacity, any Government Department or statutory authority including the Council of the Shire of Banana to maintain, operate or conduct the overbridge.

21. Any stamp duties payable on this Deed shall be paid by the Company.

22. (a) Any document which may be issued or given to or served upon the Company under this Deed will be deemed to have been sufficiently issued or given to or served upon the Company if it is handed to an officer of the Company or sent by facsimile transmission to or sent by prepaid post to or is left at the address of the Queensland registered office of the Company or at such other address as is agreed between the parties hereto in writing for the purpose of service of documents.
- (b) Any document which is to be or may be issued or given to or served upon the Director-General under this Deed will be deemed to be sufficiently issued or given to or served upon the Director-General if it is handed to an officer or employee of the Department of Main Roads or sent by facsimile transmission to or is sent by prepaid post to or is left at the address of the District Director (Central) of the Department of Main Roads at 31 Knight Street, North Rockhampton in the State of Queensland .
- (c) Any document sent by prepaid post will be deemed to have been issued or given to or served upon the Company or the Director-General, as the case may be, at the time at which it would normally arrive in the ordinary course of the post at the address to which it is directed.
- (d) Any document sent by facsimile transmission shall be forwarded on the same day by prepaid post to the address provided above.
23. Any obligation, power, right or duty by this Deed required or expressed to be performed or vested in the Director-General may be performed by any successor of the Director-General or officer or employee of the Department of Main Roads and the Company agrees that it shall accept the actions of such successor, officer or employee as the actions of the Director-General for the purposes of this Deed.

24. The terms of this Deed shall be construed in accordance with the laws of the State of Queensland and the parties agree to be bound by the jurisdiction of the Courts of that State.

EXECUTED AS A DEED:

F **LAND**)
_____)

as delegate of the Director-General,)

DEPARTMENT OF MAIN ROADS)
in the presence of:)

(Witness)

THE COMMON SEAL of)
CALLIDE COALFIELDS PTY LTD)
was affixed in accordance with its)
Articles of Association by:)

_____)
in the presence of:)

(Witness)

YLOR
DIRECTOR



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CONDITIONS OF APPROVAL
FOR CARRYING OUT
WORKS WITHIN THE
BOUNDARIES OF
STATE-CONTROLLED ROADS

1.0 Prior Approval

All proposed work within the boundaries of any State-controlled road must be referred in writing to the District Director. No work shall be commenced without prior written approval of the District Director.

Correspondence shall be addressed to:

**District Director
Queensland Department of Main Roads
31 Knight Street
North Rockhampton Qld 4700**

Detailed Engineering Plans and Specifications of the proposed works must be approved by the District Director before a works permit is issued.

2.1 Works Permit

A Works Permit will be issued by Queensland Department of Main Roads (Main Roads) Works Inspector at the pre-start meeting (subject to the satisfaction of Main Roads requirements). A copy of the Works Permit is to be held on the job site at all times. The Works pennit shall comprise the following data:

- Detail the location of the works.
- Detail the extent/type of works.
- State the hours of work.
- .. State the contractors estimated completion date (subject to agreement with the Works Inspector).
- State the policy number and liability insurance supplier.
- State the name and address of the Supervising Professional Engineer.
- State any job specific requirements requested by the Main Roads Works Inspector.
- Be signed by both Main Roads and Contractor's representative.

The Permit shall expire ten (10) working days after the estimated date of completion of works. If works remain incomplete, application must be made to the Main Roads Works Inspector for an extension. The Works Permit must be produced if requested by any Officer of the Department or Local Government.

No work shall be conducted within State-controlled Road Boundaries without a current Works Permit.

3.0 Contractor

Works shall be carried out by a competent Contractor experienced in executing works of a similar nature to the works proposed and who is acceptable to Main Roads.

4.0 Supervision

All works within the State-controlled road reserve shall be supervised by a Professional Engineer eligible for Corporate Membership of the Institution of Engineers Australia and experienced in roadworks construction. Where the owner or developer does not have such a Professional Engineer in his employ, a Consulting Professional Engineer shall be retained for the purpose of supervising the works. The name and address of the Engineer must be forwarded to the District Director before a works permit is issued.

5.0 Program of Work

Any works affecting through traffic, ie. on or adjacent to the through pavement shall be carried out strictly in accordance with a program which must be submitted by the Contractor through the Supervising Engineer for approval of the District Director before approval to proceed with the work will be given.

The Contractor may be required to submit, through the Supervising Engineer, a Quality Plan and/or copy of the Quality Assurance system to be implemented for the duration of the works. The Contractor's Quality Assurance system shall be available for audit by Main Roads at any time.

6.0 Environmental Management

An Environmental Management Plan complying with 11.51 shall be approved by the District Director prior to the commencement of works on site. Any proposed variation to this plan must be submitted and approved prior to implementing the variation. The Contractor's Environmental Management Plans shall be available for audit by Main Roads at any time.

7.1 Works Approval

(a) Main Roads Representative

The Inspector representing Main Roads shall be as nominated in the Schedule attached.

(b) Prestart Meeting

It will be necessary for the Supervising Engineer to contact the Inspector, a minimum of fourteen (14) calendar days prior to the proposed commencement of works, to arrange a prestart meeting with the successful Contractor and Supervising Engineer. No work shall commence within the road reserve prior to this meeting. A formal permit (Works Permit) to proceed with the works will be issued at the prestart meeting.

(c) Post-Construction Meeting

It will be necessary for the Supervising Engineer to contact the Works Inspector to arrange a final inspection and post-construction meeting. Formal acceptance of works and notification of the commencement of the on-maintenance period (Clause 15) will be granted after a formal request in writing is submitted and the works are deemed to be completed to the satisfaction of Main Roads.

8.0 Specifications

Generally, all materials and processes shall be in accordance with Main Roads current Specifications, Addenda, Standard Drawings (See Section 19.8), and/or the appropriate AUSTRROADS and Australian Standards.

9.0 Materials Testing

The Contractor's Supervising Engineer must ensure all necessary testing in accordance with the Main Roads Specifications and Addenda (Section 19). Certified copies of the test results must be supplied to the District Director when they come to hand. All tests shall be carried out by a N.A.T.A. certified laboratory to Queensland Transport/ Main Roads test methods, which should be nominated to the Works Inspector at the pre-start meeting. The position of these results should be related to a pegged chainage if applicable. Departmental testing staff may carry out check (audit) testing if deemed necessary. The cost of this testing will be recoverable from the Owner or Developer.

10.0 Safety

The "Principal Contractor for a construction workplace", as defined by the Queensland Workplace Health and Safety Act (1995) (Clause 13.1), shall be:

- (a) "the person appointed as the principal contractor by the owner of the workplace; or"
- (b) "if no principal contractor is appointed - the owner of the workplace".

11.0 Provision for Traffic

All measures necessary for the safety of traffic; the cost of complying with the requirements of Main Roads Specification "MRS 11.02 - Control of Vehicular Traffic at Roadworks" and the supply of signs in accordance with the "Roadworks Signing Guide", and the "Manual of Uniform Traffic Control Devices"; shall be the responsibility of the Contractor.

Works Permits may be immediately revoked and all work ceased within the State-controlled Road Reserve if there is a breach of the Provision for Traffic requirements.

12.0 Operations

The Contractor in his operation must not unnecessarily obstruct any side road access, break down any fences obstruct any drain or water course, or damage existing road construction. The Contractor must at once remove such obstructions, make adequate provision for traffic and immediately repair any damages. The District Director reserves the power to do this work after giving the Contractor's Supervising Engineer twenty-four (24) hours notice of intentions to act and the whole of the cost of such work incurred by Main Roads will be recovered from the Owner or Developer.

13.0 Site Access

Departmental staff must be permitted access to the works for the purpose of ensuring that Departmental requirements are met.

14.0 Re-establishment

All areas affected by the construction work shall be re-established to the standard observed prior to the commencement of construction or to the satisfaction of the Main Roads Inspector.

15.0 Maintenance

The on-maintenance period shall commence upon formal notification, by Main Roads, after satisfactory completion of all works. The Owner or Developer shall be responsible for the maintenance and repair of all works covered by this approval for a period of not less than six (6) months attached from the date of acceptance of such works by the District Director.

If satisfactory maintenance is not carried out within this period then the District Director may arrange for necessary works and the whole of the cost of such work incurred will be recovered from the Owner or Developer.

The Owner or Developer shall hold Public Liability Insurance for the full on-maintenance period in accordance with Clause 17.

Main Roads shall require a monetary bond as a guarantee of the contractors commitment to fulfil the requirements during the on-maintenance period.

It is the responsibility of the Owner or Developer at the end of the above-mentioned specified period to request in writing for an inspection to be conducted. It shall remain the responsibility of the Owner or Developer to maintain the works until defects have been rectified and the District Director has advised that all requirements have been satisfied.

The Department will not accept any responsibility for future maintenance of the works except for sections specifically defined in the Special Conditions.

16.0 Cost

Main Roads will not pay for any of the works unless otherwise agreed.

17.1 Indemnity

17.2 Subject to the next paragraph of this Clause, the Principal Contractor shall indemnify and keep indemnified the Director-General, Department of Main Roads for and on behalf of the State of Queensland and all officers, employees and agents of the State of Queensland (hereinafter referred to as "the State of Queensland") against all loss of or damage to the property of the State of Queensland (including the State-controlled road) and from and against any claim, demand, action, suit or proceeding that may be made or brought by any person against the State of Queensland, or the servants or agents of the State of Queensland or any of them in respect of personal injury to or the death of any person whomsoever or loss of or damage to any property whatsoever arising out of or as a consequence of the construction or maintenance of the works by the Principal Contractor or their employees, agents or subcontractors and also from any costs and expense that may be incurred in connection with any such claim, demand, action, suit or proceeding.

The Principal Contractor shall not, under the preceding paragraph of this Clause be rendered liable for or in respect of personal injury to or the death of any person or loss of or damage to property resulting from any breach by the State of Queensland of any negligent act or omission of the State of Queensland, or for or in respect of any claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto.

17.3 Before commencing work the Principal Contractor shall take out a Public Liability Policy of Insurance for not less than \$5M in the joint names of the State of Queensland, the Principal Contractor and all subcontractors employed from time to time in relation to the works to be carried out for their respective rights and interests to cover their liabilities to third parties including the liabilities as set out in Clause 17.1.

The Public Liability Policy of Insurance shall include a cross-liability Clause in which the insurer agrees to waive all rights of subrogation or action that he may have or acquire against all or any of the person comprising the insured and for the purpose of which the insurer accepts the term "insured" as applying to each of the person comprising the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased thereby).

The Public Liability Policy of Insurance shall be for an amount not less than the sum stated in the Schedule attached and shall be effected with an insurer or insurers approved in writing by the State of Queensland and in terms approved in writing by the State of Queensland, which approvals shall not be unreasonably withheld. The policy shall be maintained until the State of Queensland has issued the final clearance in accordance with Clause 15.

- 17.3** Before commencing work the Principal Contractor shall ensure that suitable insurance policies are taken out giving cover to the Principal Contractor and all subcontractors against any liability, loss, damage, claim, demand, action, suit or proceeding, costs and expenses whatsoever arising at Common Law or under any statute or other legislative provision, including any statute or such provision relating to worker's compensation, as a result of personal injury to or death of any person employed by the Principal Contractor or by any subcontractor in or about the execution of the work.
- 17.4** Before commencing work and whenever requested in writing from time to time thereafter to do so by the State of Queensland, the Principal Contractor shall provide evidence to the satisfaction of the State of Queensland of the insurances affected and maintained by the Principal Contractor and his subcontractors for the purpose of Clauses 17.2 and 17.3. If, after being requested in writing by the State of Queensland to do so, the Principal Contractor fails to provide evidence of compliance with its insurance obligations under Clauses 17.2 and 17.3 which is to the satisfaction and approval of the State of Queensland, the State of Queensland may effect and keep in force any such insurance and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Principal Contractor to the State of Queensland.

The Principal Contractor shall ensure that each policy of insurance effected as required by Clauses 17.2 and 17.3 shall contain provisions acceptable to the State of Queensland that will:

- (a) Require the insurer, whenever the insurer gives to or serves upon the Principal Contractor or a subcontractor a notice of cancellation or any other notice under or in relation to the policy, at the same time to inform the State of Queensland in writing that the notice has been given to or served upon the Principal Contractor or the subcontractor; and
- (b) Provide that a notice of claim given to the insurer by the State of Queensland or the Company or a subcontractor shall be accepted by the insurer as a notice of claim given to the insurer by the State of Queensland and the subcontractor, as the case may require.

The Principal Contractor shall, as soon as practicable, inform the State of Queensland in writing of the occurrence of an event that may give rise to a claim under a policy of insurance effected as required by Clauses 17.2 and 17.3 and shall ensure that the State of Queensland is kept fully informed of subsequent action and developments concerning the claim. The Principal Contractor shall take such steps as are necessary or appropriate to ensure that a subcontractor will, in respect of an event or claim of a like nature arising out of or relating to the operations or responsibilities of the subcontractor, take in relation to the State of Queensland the like action to the which the Company is required to take under this paragraph.

The effecting of insurance as required by Clauses 17.2 and 17.3 shall not in any way limit the liabilities or obligations of the Principal Contractor.

18.0 Design and Construction

The approval of Engineering Plans and Specifications by the District Director prior to construction does not warrant that such Plans and Specifications have been checked in detail. The District Director does not accept any responsibility for the accuracy of such Plans and Specifications as approved. It is assumed that the Developers Engineer has executed sound engineering judgement when preparing the Plans and Specifications and that all site conditions and Main Roads requirements have been taken into account. Any deficiencies, therefore, which come to the attention of the District Director during construction shall be rectified at the cost of the Developer.

All Engineering Plans and Specifications submitted for approval shall be in accordance with "Basic Requirements for Engineering Drawings and Specifications for Roadworks Within State-Controlled Road Boundaries" .

19.0 Special Conditions

191 The work may be carried out by Local Government under the supervision of the Local Government Engineer on behalf of the Owner or Developer. (In this case Clause 3 and 4 do not apply).

192 The work may be carried out by contract under the supervision of the Local Government Engineer.

193 Pavement depths and materials shall be approved by the District Director after testing of the subgrade.

194 The method of joining to the existing pavement shall be submitted to the District Director for his approval prior to placing of the new pavement.

195 Schedule of Items (Works Descriptions)

The descriptions of scheduled Items shall match, where possible, standard Main Roads Items from the appropriate specifications.

196 Addenda

Addenda are Job Specific Works Requirements. Approval of works will be subject to conformance with addenda requirements.

197 Submission/Calculation of Pavement Design and Test Results

.... The pavement shall be designed in accordance with the Main Roads Pavement Design Manual.

.... Pavement designs and Design Traffic Calculations shall be submitted on Forms; Appendix 'T' and 'L' of the Main Roads Pavement Design Manual.

Subgrade CBR test results shall be submitted on Forms; Appendix 'J' or 'K' of the Main Roads Pavement Design Manual (if practicable).
Pavement depths shall be subject to final approval by the District Director; Main Roads, Central District; after reviewing the test results of Pavement/Subgrade submitted by the Client.

19.8 Main Roads Standard Drawings

Main Roads Standard Drawings may be required for the carrying out of the works. Approval of works will be subject to conformance with Standard Drawings requirements.

19.9 Main Roads Specifications

The following Main Roads Specifications will be required for the carrying out of the works.

Where any such Specification referred to has been amended or superseded by another specification prior to the acceptance of the Contractor by Main Roads, the latter shall apply.

ROADWORKS SPECIFICATIONS

MRS/Form No.	TITLE
11.01	Introduction to Standard Roadwork Specifications
11.02	Control of Vehicular Traffic at Roadworks
11.03	Drainage, Retaining Structures and Protective Treatments
11.04	General Earthworks
11.05	Unbound Pavements
11.06	Reinforced Soil Structures
11.07	In Situ Stabilised Pavements
11.08	Plant-Mixed Stabilised Pavements
U.10	Plant Requirements for Hot-Mixed Asphalt
11.11	Sprayed Bituminous Surfacing (excluding Emulsions)
11.12	Sprayed Bituminous Emulsion Surfacing
11.13	Bituminous Slurry Surfacing
11.14	Road Furniture
11.16	Landscaping
11.17	Bitumen

P3039

MRS/Form No.	TITLE
11.19	Bitumen Cutter and Flux Oils
11.20	Medium Curing Cutback Bitumen
11.21	Bitumen Emulsion
11.22	Supply of Cover Aggregate
11.23	Supply and Delivery of Quicklime and Hydrated Lime for Road Stabilisation
11.24	Manufacture of Precast Concrete Culverts
11.25	Manufacture of Precast Concrete Pipes
11.27	Manufacture of Fibre Reinforced Concrete Drainage Pipes
11.28	Site Establishment, Camp and Transport of Principal's Materials
11.30	Dense Graded Asphalt Pavements
11.34	Open Graded Asphalt Pavements
11.50	Specific Quality System Requirements
11.51	Environmental Management
11.63	Cast-In-Place Piles
11.65	Precast Prestressed Concrete Piles
11.66	Driven Steel Piles
11.67	Bitumen Slip Layer On Piles
11.70	Concrete
11.71	Reinforcing Steel
11.73	Supply of Prestressed Concrete Members and Stressing Bars
11.74	Supply and Erection of Prestressed Concrete Deck and Kerb Units
11.75	Supply and Erection of Prestressed Concrete Girders and Reinforced Concrete Deck
11.77	Supply and Erection of Steel Girders and Reinforced Concrete Deck
11.78	Fabrication of Structural Steel work
11.79	Fabrication of Aluminium Bridge Barrier
11.80	Supply and Erection of Bridge Barrier
11.82	Bearings, Joints, Fillers and Built-In Items for Bridges
11.83	Anti-Graffiti Protection
11.86	Preparation of Bridge widening
11.91	Electrical Ducts and Pits
11.92	Road Lighting Footings
11.93	Traffic Signal Footings
11.1106	Material Requirements for Electrical Conduit

20.0 Inspections

No pavement material shall be laid nor shall any priming or sealing be carried out until the finished subgrade, finished pavement, and any job specific requirements have been assessed by the Main Roads Inspector. At the inspections, tests may be carried out, in accordance with specifications and addenda applying to the particular works.

All relevant certificates of tests carried out for any works within State-controlled road boundaries must be available for the Inspector's perusal.

The Contractor shall supply, or bear the cost of acquiring all equipment needed for the inspection tests.

21.0 As-Constructed Drawings

As-constructed full sized marked up drawings of approved intersections, accesses, widening or general roadworks are required to be submitted to Main Roads prior to the works being accepted "On Maintenance".

NOTE:

Reference to the District Director includes those Officers of Main Roads who have been delegated authority to act on the District Director's behalf.

THE SCHEDULE

In accordance with Clause 7 of the Conditions, supervision shall be performed by the Queensland Department of Main Works Inspector.

The Works Inspector shall be:

Patrick Rolfe - Phone No. (0418) 186 141

In accordance with Clause 17.2 the Public Liability Policy of Insurance shall be for an amount not less than FIVE MILLION DOLLARS (\$5,000,000).

The period for which the Principal Contractor shall be responsible for maintenance of the works shall be not less than six (6) CALENDAR MONTHS from the date of acceptance.

22.0

• a) **PROVISION OF BOND**

Prior to the establishment of a pre-start meeting and the issuance of a works permit by the Department the Developer shall lodge with the Department a bond in an amount equal to \$2000 or 6% of the contract sum for portion of works in the road reserve (whichever is the greater) for works to be carried out within the State-controlled road reserve.

• b) **PURPOSE OF BOND**

The Bond is applied for the purpose of:

1. Ensuring the due and proper performance and completion of works the subject of this approval by the Developer.
2. Recovering the cost of urgent action if necessary to protect the works under the contract, other property, or people if the Developer or his nominated site representative fails to take the said urgent action.

If time permits, the Superintendent shall give the Developer or his nominated site representative prior written notice of the Department's intention to take action under this clause.

• c) **FORM OF BOND**

The applicable Bond shall be in each case either of the following:

1. Cash or
2. Two unconditional irrevocable bank guarantees each being 50% of the total bond amount from a financial institution in a form approved by the Department.

The costs of and incidental to providing each bond (including without limitation all stamp duty and other taxes payable in respect to the bond) shall be borne by the Developer.

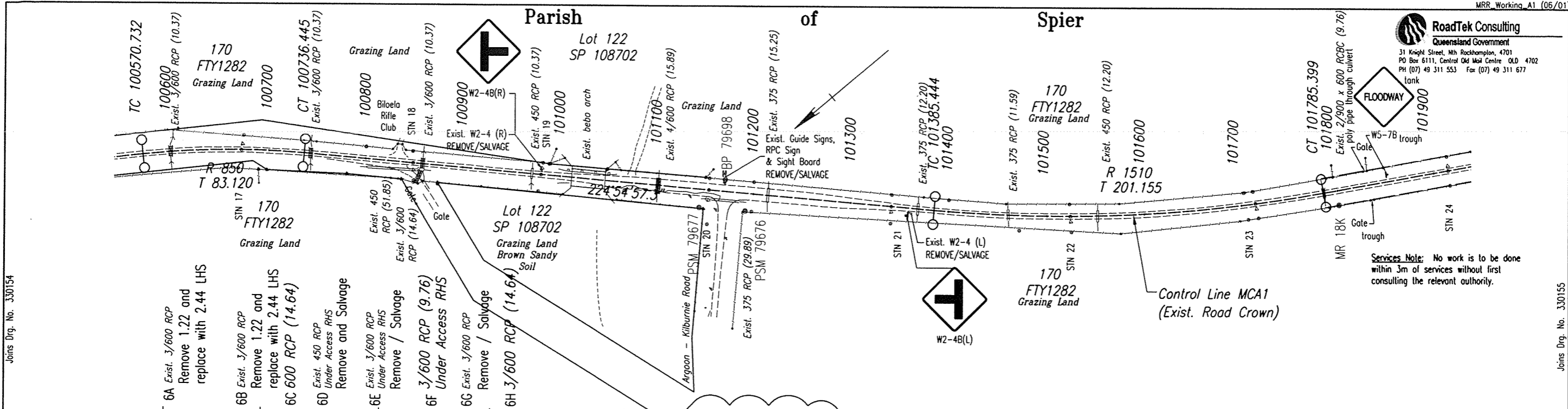
• d) **RELEASE OF BOND**

50% of the total bond amount being held shall be released at satisfactory completion of works (On Maintenance) and the final 50% released six (6) months later (Off maintenance). The Department reserves the right to withhold 100% of the bond amount for the six (6) month maintenance period, should the works be accepted on maintenance subject to certain remedial works being undertaken during or at the completion of the maintenance period.

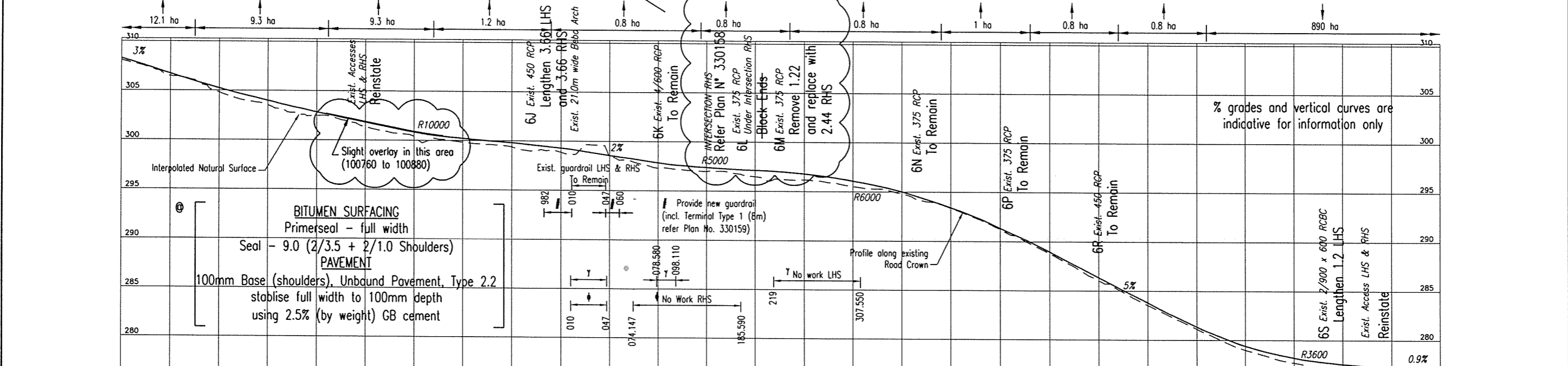
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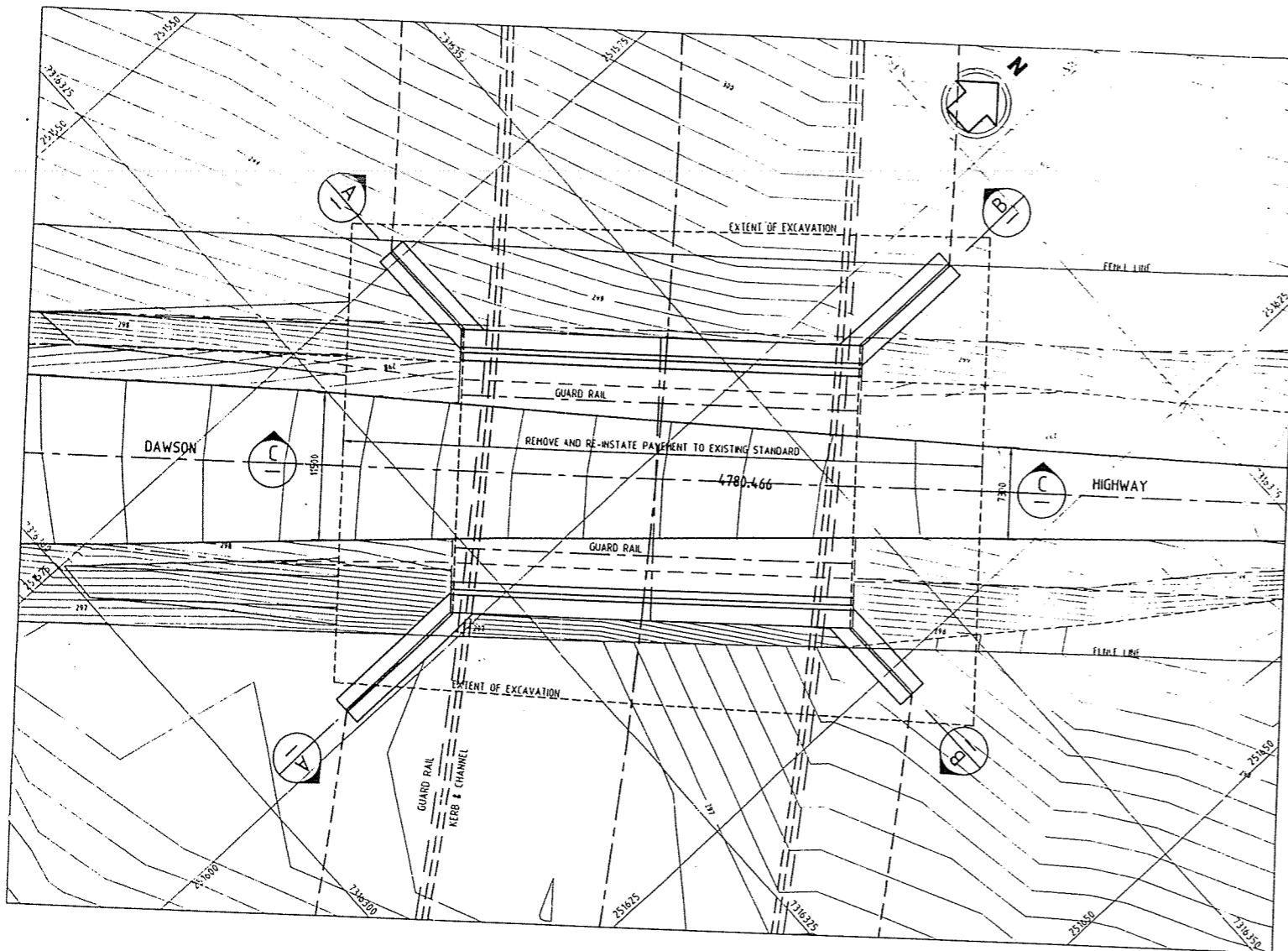


Services Note: No work is to be done within 3m of services without first consulting the relevant authority.

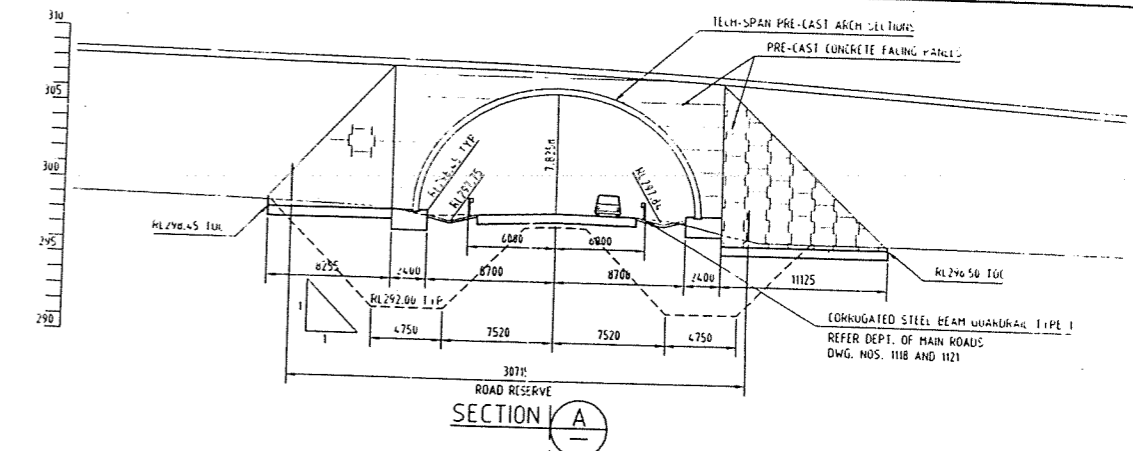


Station	Height (m)	Notes
100550	308.284	
100560	307.976	
100580	307.362	
100600	306.723	
100620	306.112	
100640	305.526	
100660	304.979	
100680	304.474	
100700	304.000	
100720	303.510	
100740	303.076	
100760	302.644	
100780	302.218	
100800	301.839	
100820	301.426	
100840	301.026	
100860	300.680	
100880	300.420	
100900	300.224	
100920	300.054	
100940	299.898	
100960	299.715	
100980	299.509	
101000	299.303	
101020	299.029	
101040	298.724	
101060	298.440	
101080	298.158	
101100	297.859	
101120	297.625	
101140	297.466	
101160	297.341	
101180	297.233	
101200	297.139	
101220	297.046	
101240	296.893	
101260	296.694	
101280	296.438	
101300	296.104	
101320	295.721	
101340	295.283	
101360	294.742	
101380	294.107	
101400	293.434	
101420	292.681	
101440	291.826	
101460	290.899	
101480	289.975	
101500	288.962	
101520	287.916	
101540	286.883	
101560	285.842	
101580	284.815	
101600	283.806	
101620	282.778	
101640	281.830	
101660	280.924	
101680	280.137	
101700	279.422	
101720	278.857	
101740	278.412	
101760	278.024	
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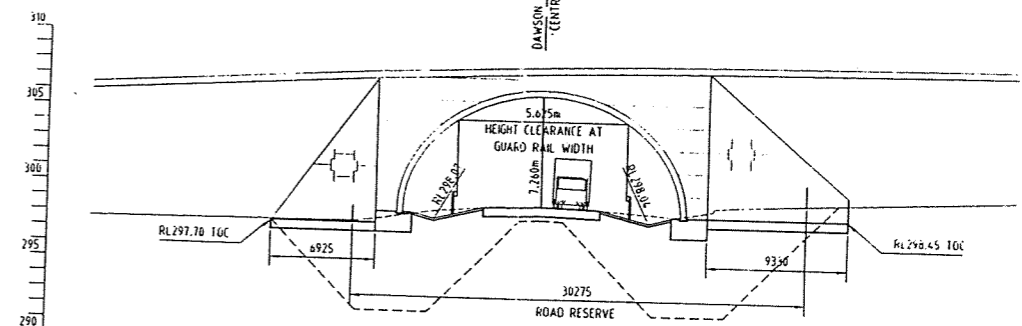
Revisions	Certified	Date	Microfiled	Associated job nos	Survey Stations	Survey Marks	Plan & Horiz. Sect.	Through choinage from	Survey bks.	Dimensions in metres	BANANA SHIRE												
B As Constructed				330150 - 330163	Station Coordinates	Mark On Coordinates Height	0 20 40 60m	GLADSTONE 97.8km - 104.0km	MR79275/46A to MR79277/46A MR80515/46A	except where shown otherwise. Culvert sizes in millimetres.	DAWSON HIGHWAY (GLADSTONE - BILOELA)												
A Original issue					Auxiliary drg nos		0 2 4 6m				CTL CHGE 100550 - 101900 (DRCL)												
					Refer Plan No. 330152 for Station Details	MR 101.1K PSM 79677 254683.803 2317649.127 297.836 PSM 79676 254650.578 2317614.582 297.598 254265.860 2317144.242 276.963	Vertical Section	Reference Points	Preceding RPC 46A/13	Dist. to start of job (km) 10.41	From start to end of job 6.20	From end to following RPC 9.90	Following RPC 46A/15	Survey Ckd	Bdys Ckd	Drawn DAH Ckd	Design Ckd	Examined Orig. plan signed by R. Young	Certified Orig. plan signed M. Glazebrook 3/03 RPEQ	Approved Orig. plan signed Terry Hill 08/04/03	JOB No. 8/46A/302	No. 6 of 14 drgs	Drawing No. 330155



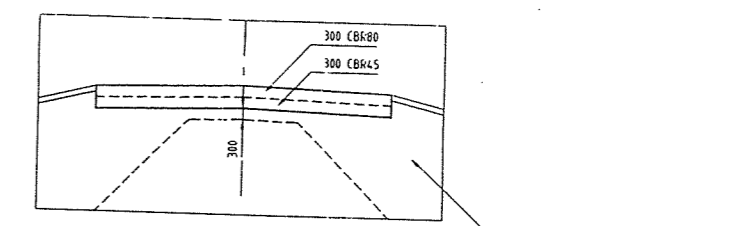
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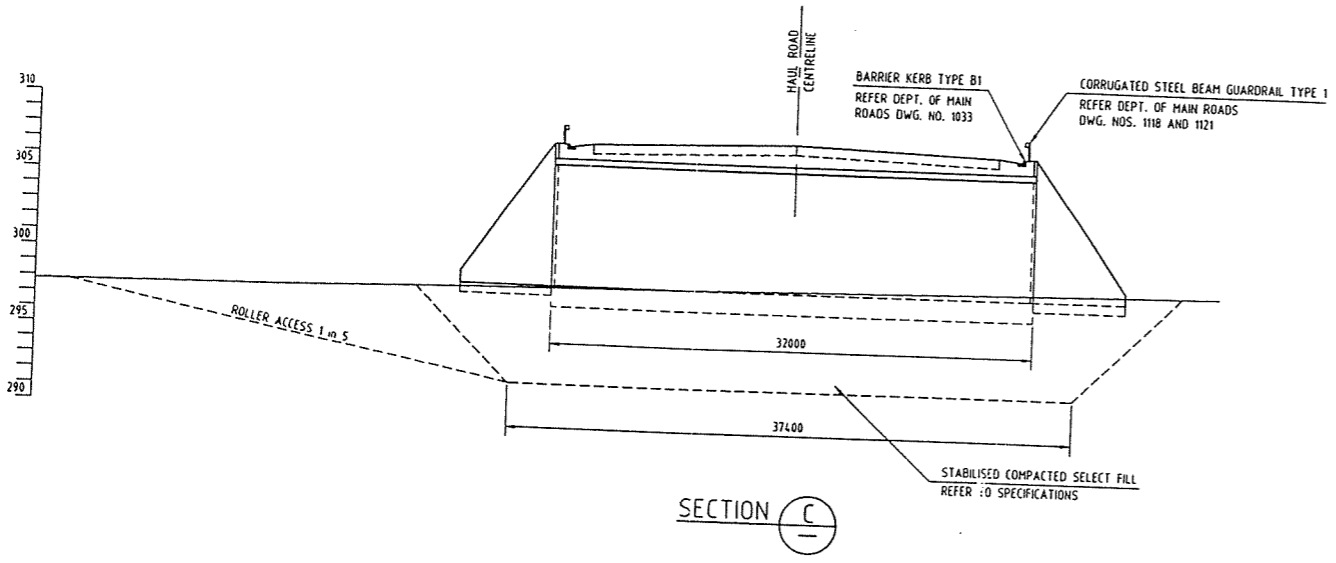
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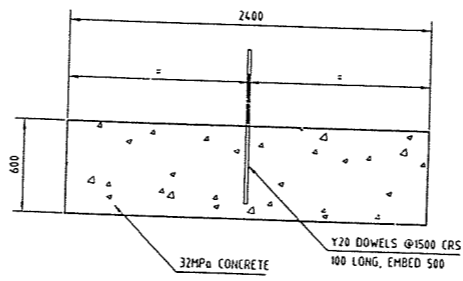
SECTION B



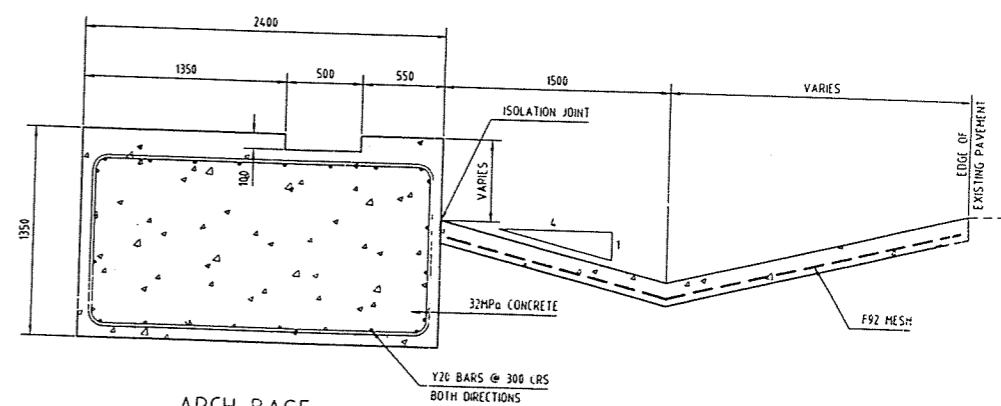
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TYPE CROSS SECTION
SCALE 1:100



SECTION C



RETAINING WALL
FOOTING DETAIL
SCALE 1:25



ARCH BASE
FOOTING DETAIL
SCALE 1:25

CONCRETE LINED DRAIN
SCALE 1:25

Dwg. No.	Reference Dwg.	Rev.	Revision Details	By	Date
		2	TYPE CROSS SECTION DETAILS ADDED	KH	16/4/98
		1	HAUL ROAD WIDTH 27m	KH	19/11/97

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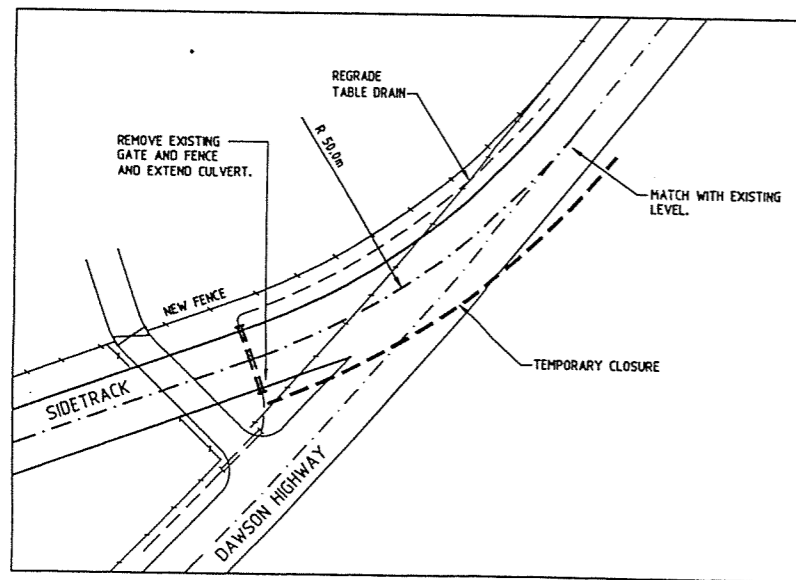
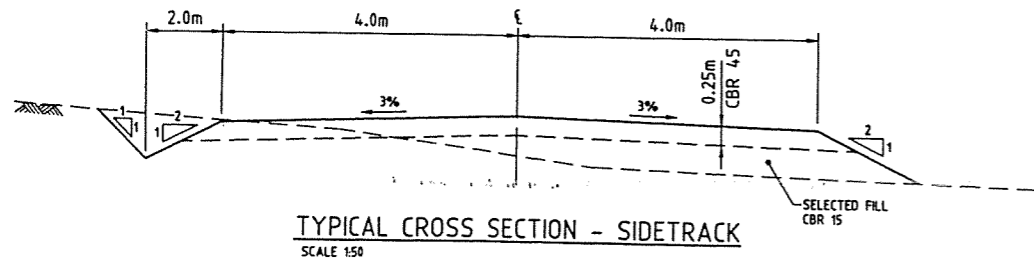
Client
CALLIDE COALFIELDS PTY. LTD.

Project
LINK HAUL ROAD - BOUNDARY HILL TO TRAP GULLY

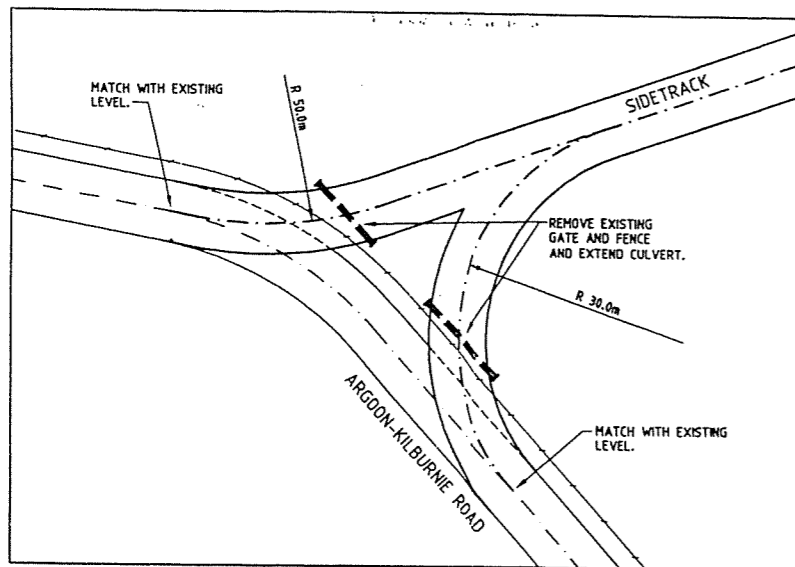
Designed	KH	10/97
Drawn	KH	10/97
Checked		
Approved		
Scale	1:250	

DAWSON HIGHWAY OVERPASS
FOOTING LAYOUT
PLAN AND SECTIONS

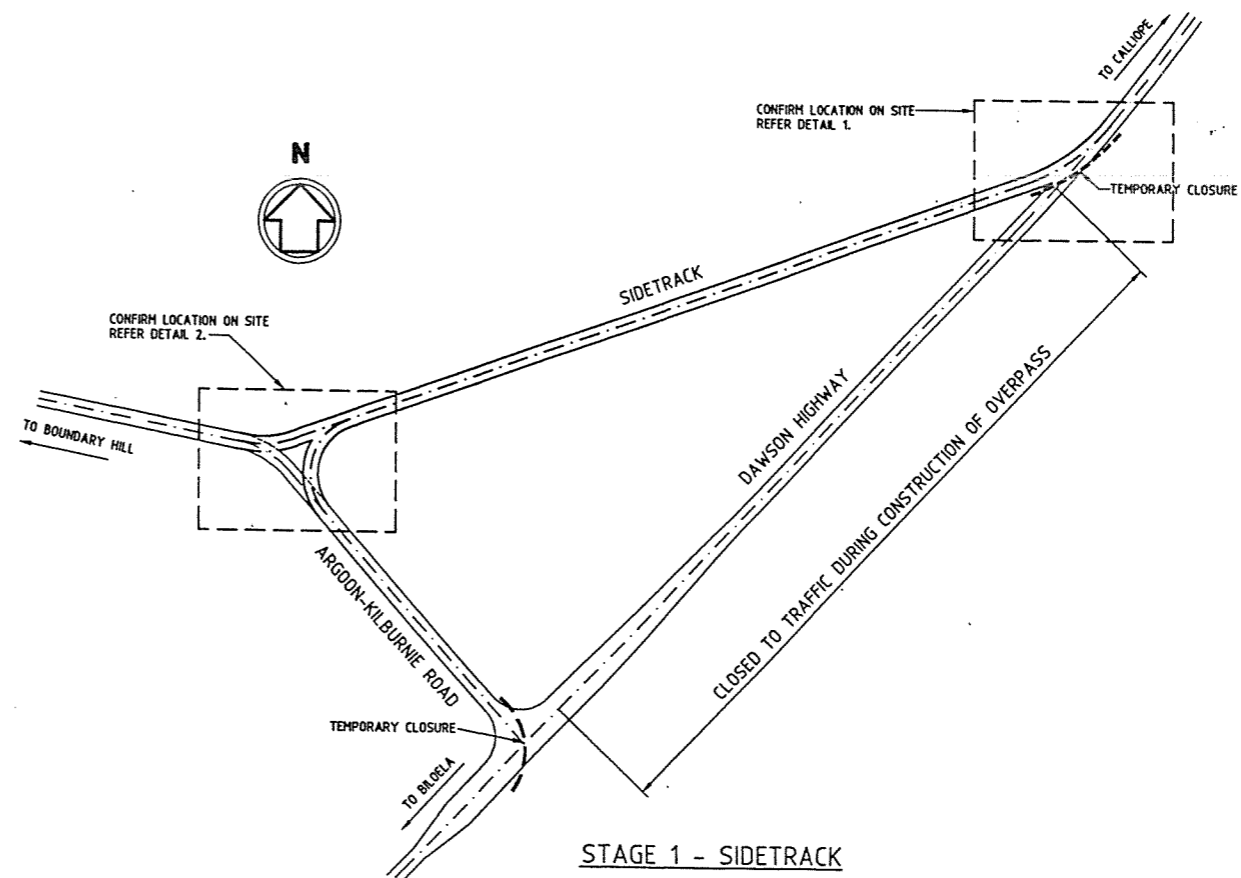
Job No.	CCF1010
Drawing No.	CCF1010-13
Rev.	0 1 2



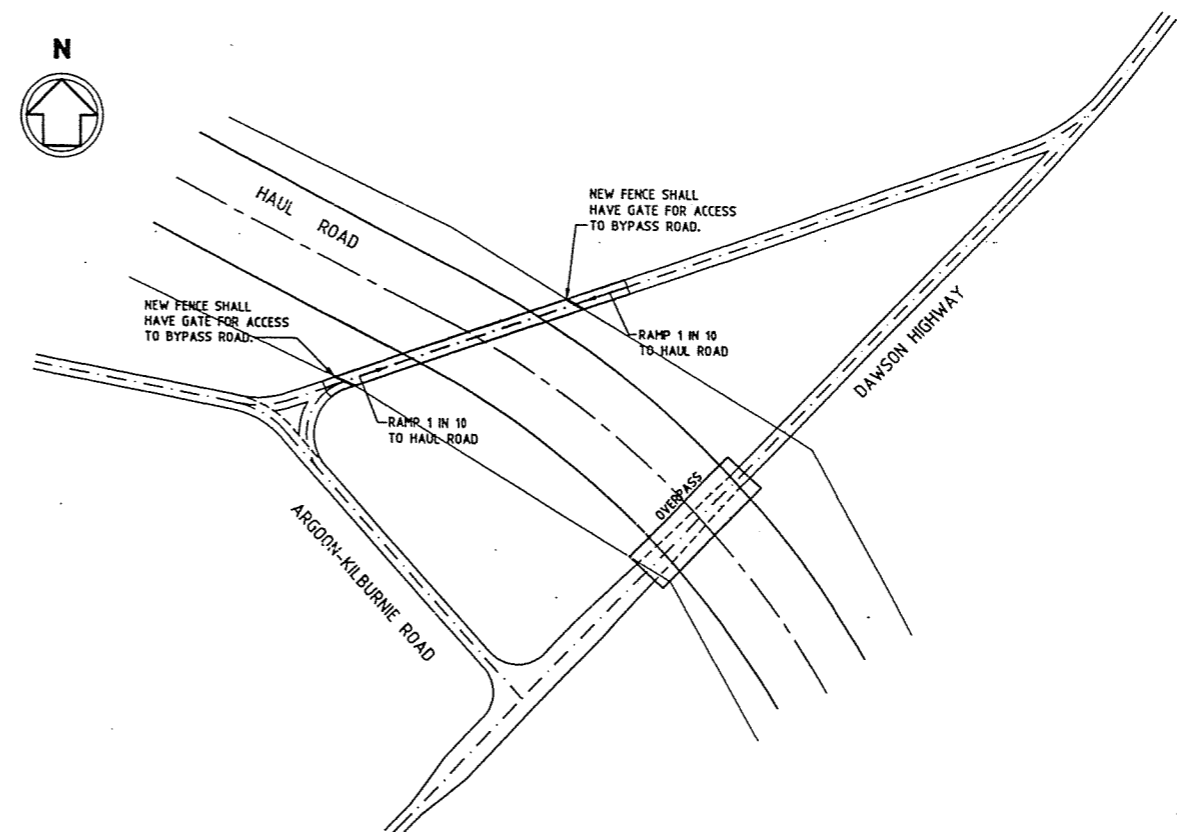
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DETAIL 2
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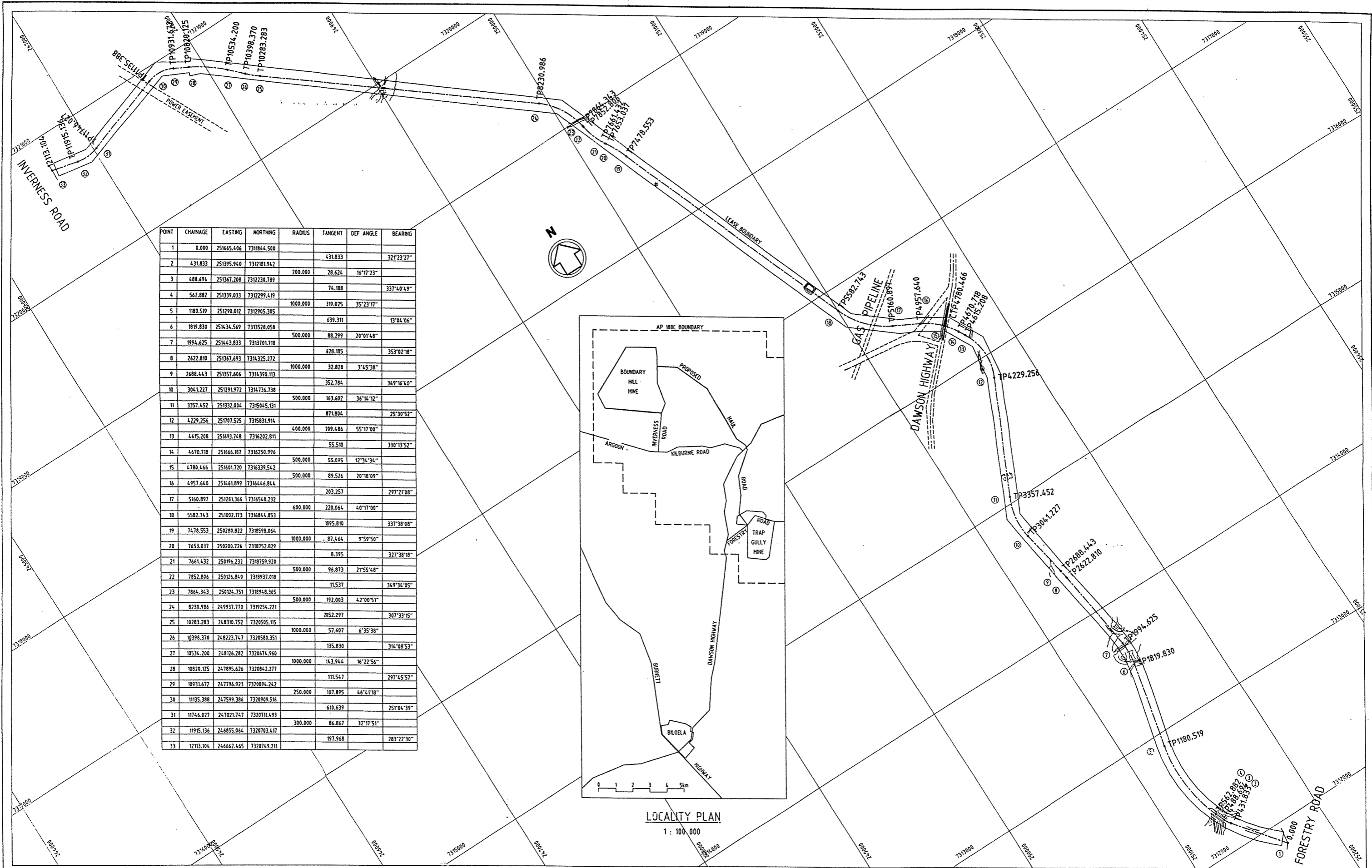


STAGE 1 - SIDETRACK

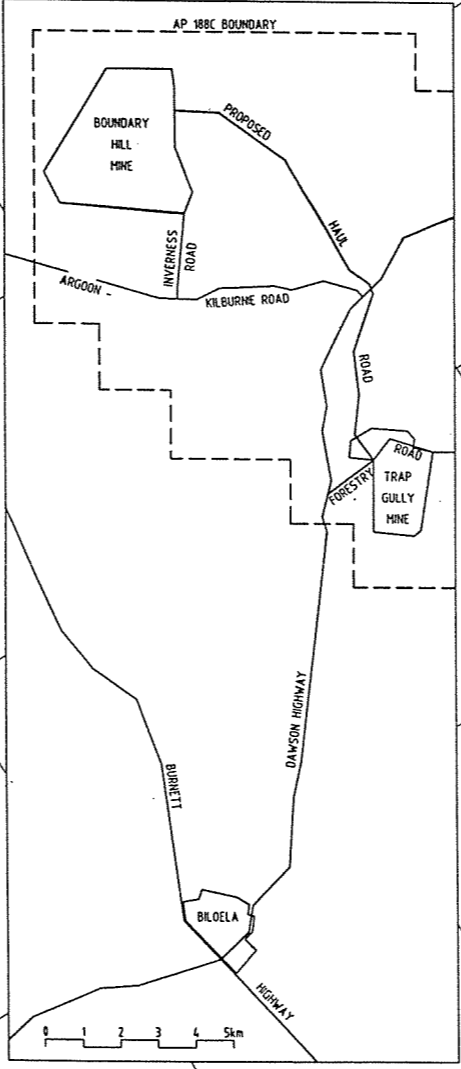


STAGE 2 - OVER-DIMENSIONAL BYPASS ROAD

		FRASER OSBORN (QLD) PTY. LTD.		Client		CALLIDE COALFIELDS PTY LTD		Designed K.M. 11/97		Job No. CCF 1010	
		CONSULTING ENGINEERS ACH 010 616 207 P.O. BOX 1124 TOWNSVILLE QLD. 4810 PHONE (077) 727011 FAX (077) 211160		Project		LINK HAUL ROAD - BOUNDARY HILL TO TRAP GULLY		Drawn J.M. 14.11.97		Drawing No. CCF 1010-14	
		Rev. A PRELIMINARY ISSUE		By J.H.		Date 25.11.97		Checked K.M. 11/97		Rev. A	
		Revision Details		Chk'd		Date		Approved		Initial Signat. Date	
								Scale 1:2000 UNO		SIDETRACK AND OVER-DIMENSIONAL BYPASS ROAD PLAN, DETAILS AND TYPICAL SECTION	
										FLOPPY: 1010/3 FILE: 1010-14.DWG	
										DRG. SIZE: A1 PLOT SCALE: 1:1	
										DATE OF LAST UPDATE: 24.11.97	



POINT	CHAINAGE	EASTING	NORTHING	RADIUS	TANGENT	DEF ANGLE	BEARING
1	0.000	251665.406	731184.500		431.833		321°23'27"
2	431.833	251395.940	7312181.942	200.000	28.624	16°17'23"	
3	488.694	251367.208	7312230.789		74.188		337°40'49"
4	567.882	251339.033	7312299.419		319.025	35°23'17"	
5	1180.519	251290.012	7312905.305	1000.000	639.311		13°04'06"
6	1819.830	251434.569	7313528.058	500.000	88.299	20°01'48"	
7	1994.625	251443.833	7313701.718		628.185		353°02'18"
8	2622.810	251367.693	7314325.272	1000.000	32.828	3°45'38"	
9	2688.443	251357.606	7314390.113		352.784		349°16'40"
10	3041.227	251291.972	7314736.738	500.000	163.602	36°14'12"	
11	3357.452	251332.004	7315045.131		871.804		25°30'52"
12	4229.256	251787.525	7315831.914	400.000	209.486	55°17'00"	
13	4615.208	251693.748	7316202.811		55.510		330°13'52"
14	4670.718	251666.187	7316250.996	500.000	55.095	12°34'34"	
15	4780.466	251601.720	7316339.542	500.000	89.526	20°18'09"	
16	4957.640	251461.899	7316446.844		203.257		297°21'08"
17	5160.897	251281.366	7316540.232	600.000	220.064	40°17'00"	
18	5582.743	251002.173	7316844.853		1895.810		337°38'08"
19	7478.553	250280.822	7318598.064	1000.000	87.464	9°59'50"	
20	7653.037	250200.726	7318752.829		8.395		327°38'18"
21	7661.432	250196.232	7318759.920	500.000	96.873	21°55'48"	
22	7852.806	250126.840	7318937.018		11.537		349°34'05"
23	7864.343	250124.751	7318948.365	500.000	192.003	42°00'51"	
24	8230.986	249937.770	7319254.221		2052.297		307°33'15"
25	10283.283	248310.752	7320505.115	1000.000	57.607	6°35'38"	
26	10398.370	248223.747	7320580.351		135.830		314°08'53"
27	10534.200	248126.282	7320674.960	1000.000	143.944	16°22'56"	
28	10820.125	247895.626	7320842.277		111.547		297°45'57"
29	10931.672	247796.923	7320894.242	250.000	107.895	46°41'18"	
30	11135.388	247599.386	7320909.516		610.639		251°04'39"
31	11746.027	247021.747	7320711.493	300.000	86.867	32°17'51"	
32	11915.136	246855.064	7320703.417		197.968		283°22'30"
33	12113.104	246662.465	7320749.211				



Dwg. No.	Reference Dwg.	Rev.	Revision Details	By	Date
		1	ALIGNMENT CHANGED, BOUNDARY ADDED	KH	12.11.97

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Client **CALLIDE COALFIELDS PTY. LTD.**
 Project **LINK HAUL ROAD - BOUNDARY HILL TO TRAP GULLY**

Designed	KH	10/97
Drawn	KH	10/97
Checked		
Approved		
Scale	1:12500	

SURVEY SETOUT PLAN
 LOCALITY PLAN

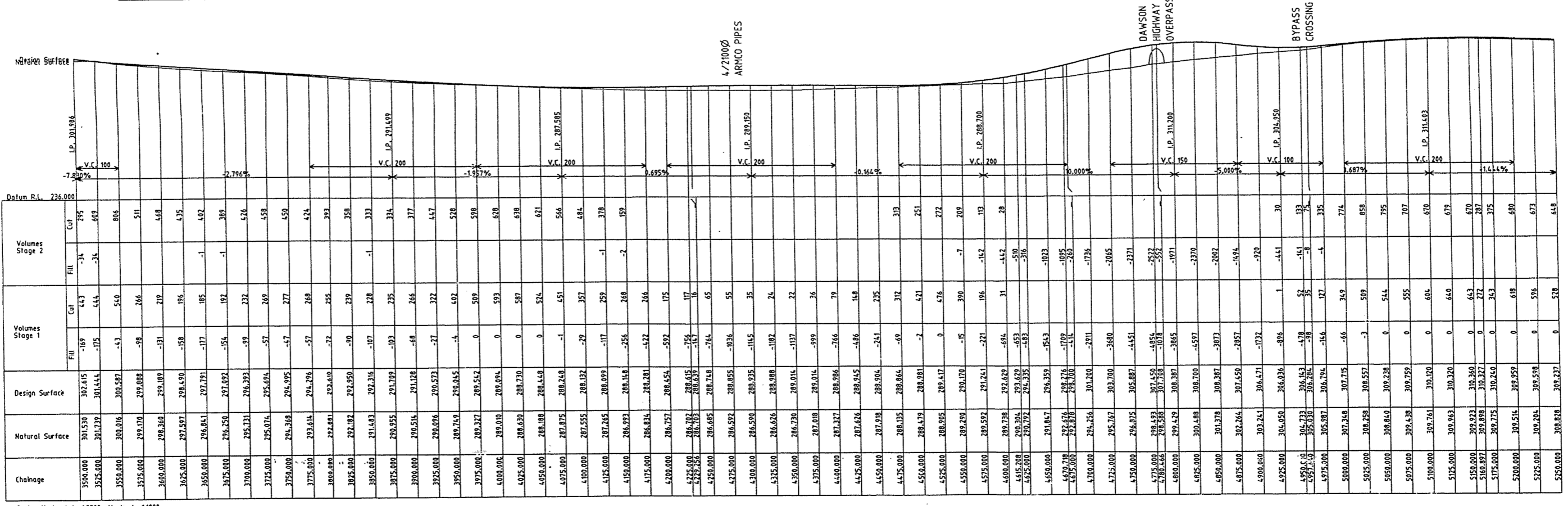
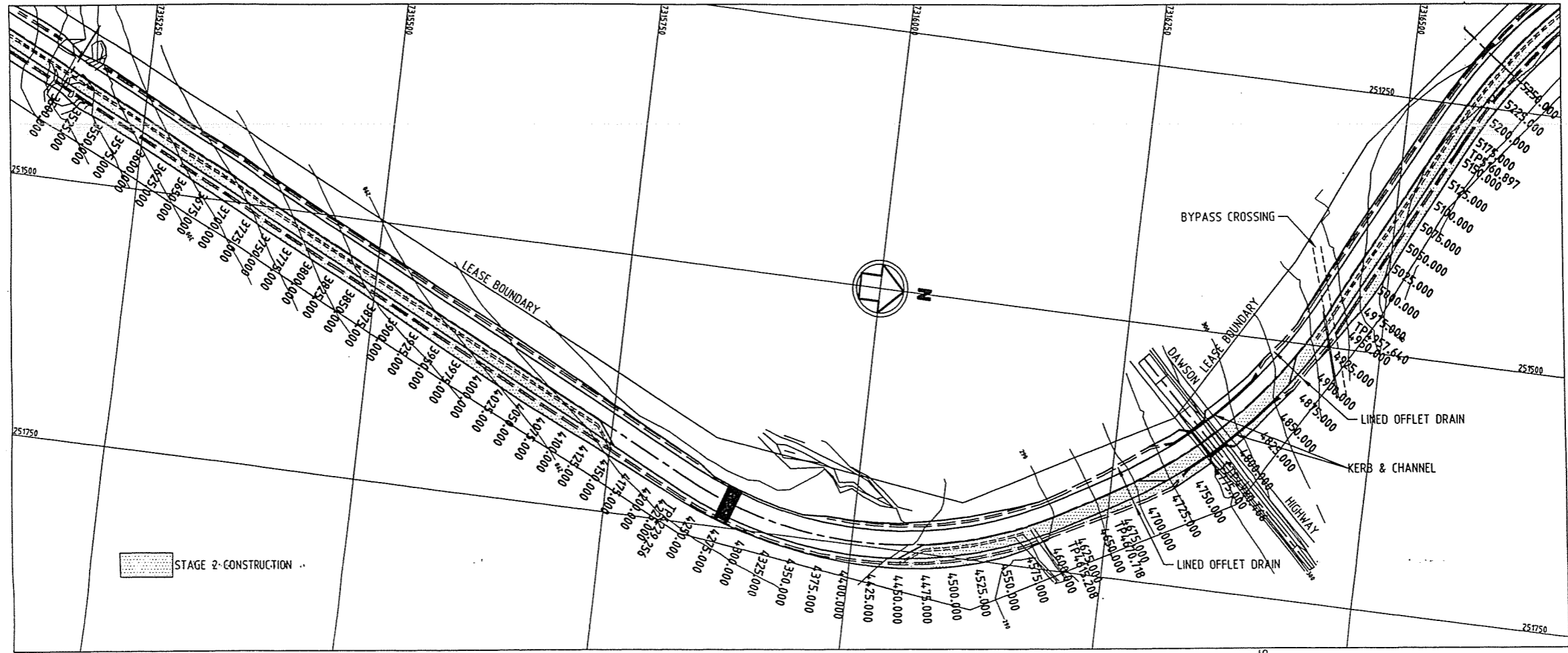
Job No.	CCF1010
Drawing No.	CCF1010-01
Rev.	0 1

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FLOPPY: CCF1010 FILE: 1010-01
 DRG. SIZE: A1 PLOT SCALE: 1:1
 DATE OF LAST UPDATE:

JOINS DWG. NO.
CCF1010-03

JOINS DWG. NO.
CCF1010-05



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Client: **CALLIDE COALFIELDS PTY. LTD.**
Project: **LINK HAUL ROAD - BOUNDARY HILL TO TRAP GULLY**

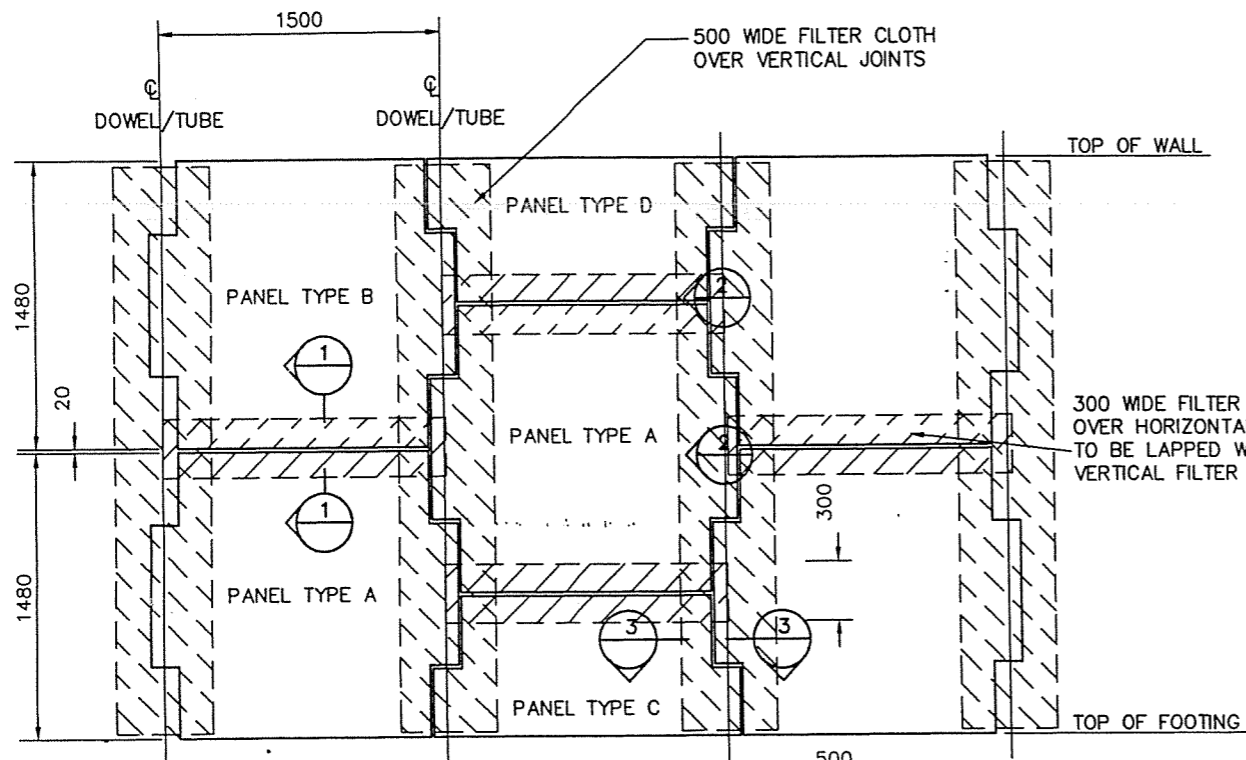
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Drawn	KM	10/97
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Approved		
Initial	Signal	Date
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PLAN
LONGITUDINAL SECTION
CH. 3500.000 - 5250.000

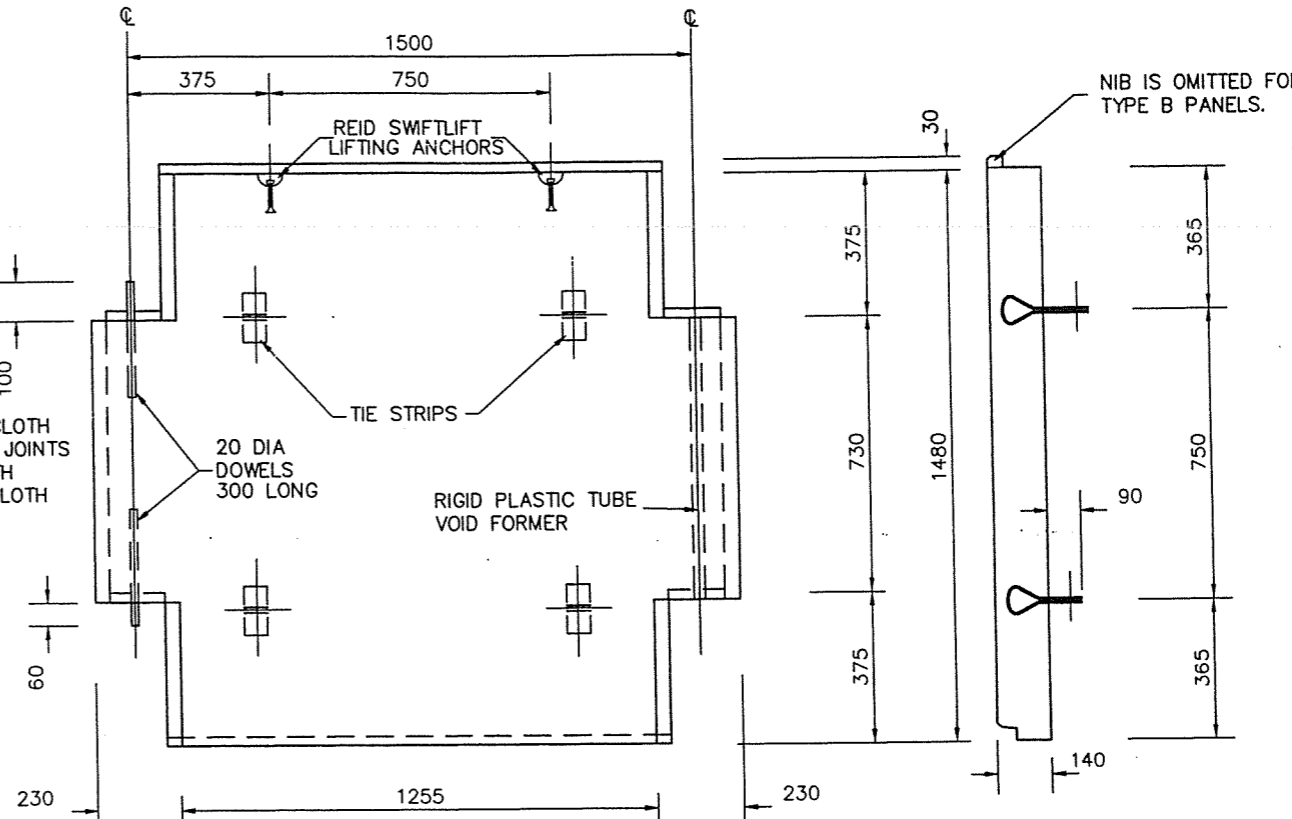
Job No. **CCF1010**
Drawing No. **CCF1010-04**
Rev. 0 1

Released under BTL ID 13616

FLOPPY: CCF1010 FKE: 1010-04
DRG. SIZE: A1 PLOT SCALE: 1:1
DATE OF LAST UPDATE:



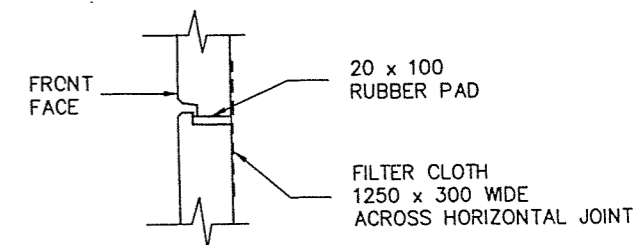
FRONT ELEVATION OF WALL ARRANGEMENT
SCALE 1 : 20



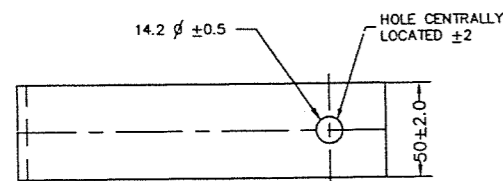
REAR ELEVATION PANEL TYPE A
SCALE 1 : 10

SECTION
SCALE 1 : 10

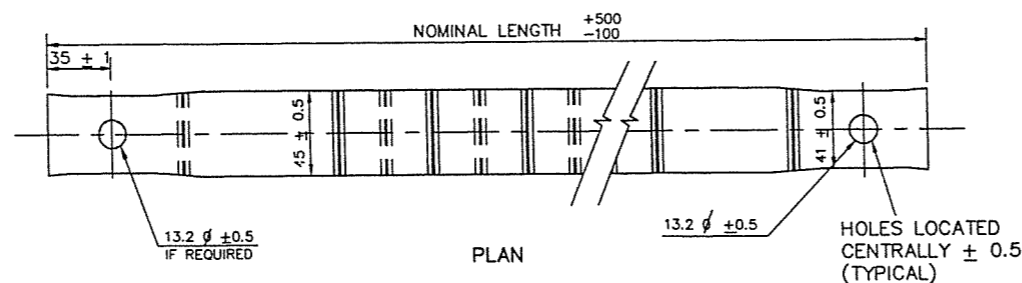
NOTE:
UP TO FIVE TIE STRIPS PER ROW CAN BE PROVIDED IF REQUIRED BY THE DESIGN. A FURTHER ROW OF UP TO FIVE TIE STRIPS CAN BE INCLUDED AT MID PANEL.



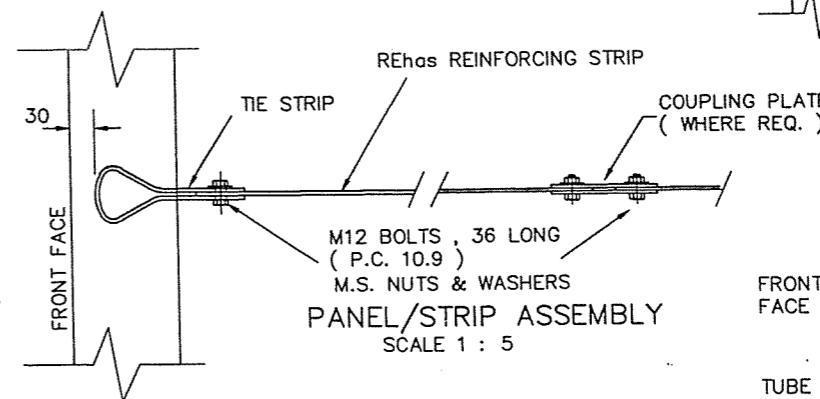
SECTION 1 - 1
SCALE 1 : 10



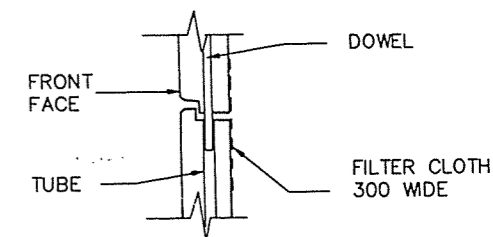
PLAN



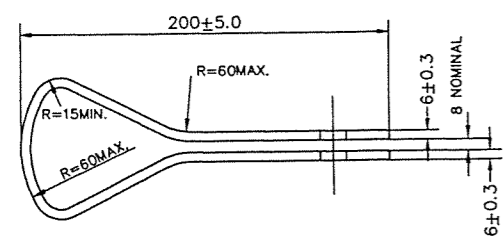
PLAN



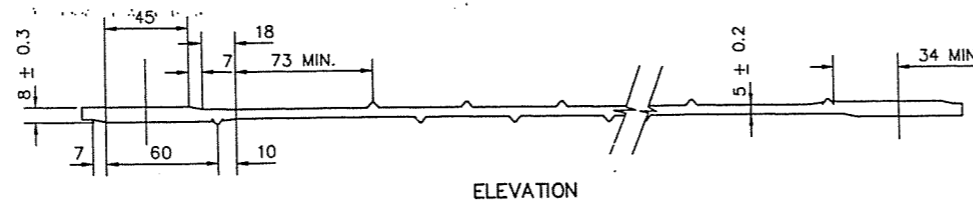
PANEL/STRIP ASSEMBLY
SCALE 1 : 5



SECTION 2 - 2
SCALE 1 : 10

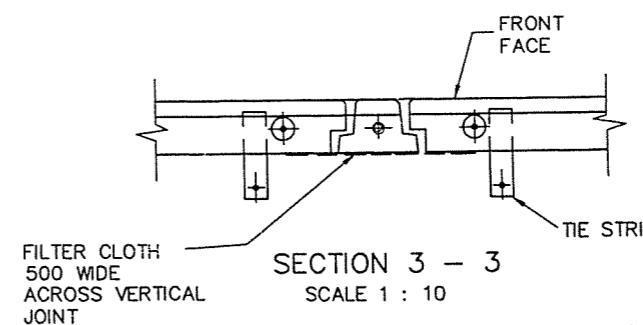


ELEVATION
TIE STRIP
SCALE 1 : 2



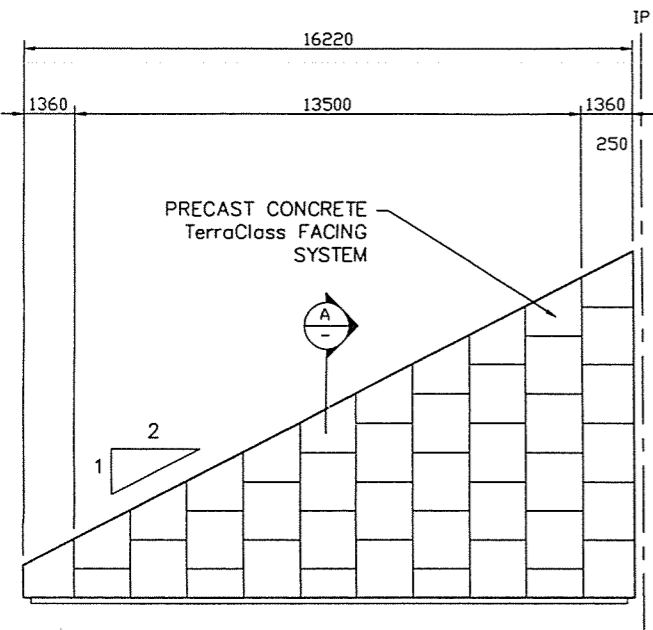
REhas REINFORCING STRIP
SCALE 1 : 2

NOTES 1. THIS DRAWING ILLUSTRATES THE REINFORCED EARTH SYSTEM WITH PRECAST CONCRETE FACING PANELS. IT IS INCLUDED FOR INFORMATION PURPOSES ONLY.

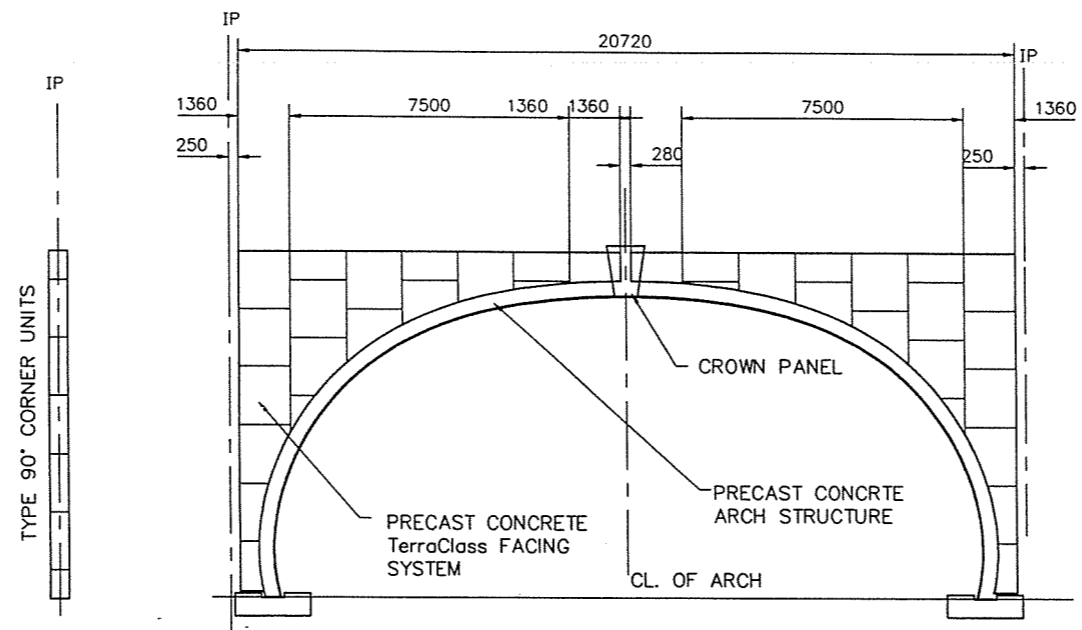


SECTION 3 - 3
SCALE 1 : 10

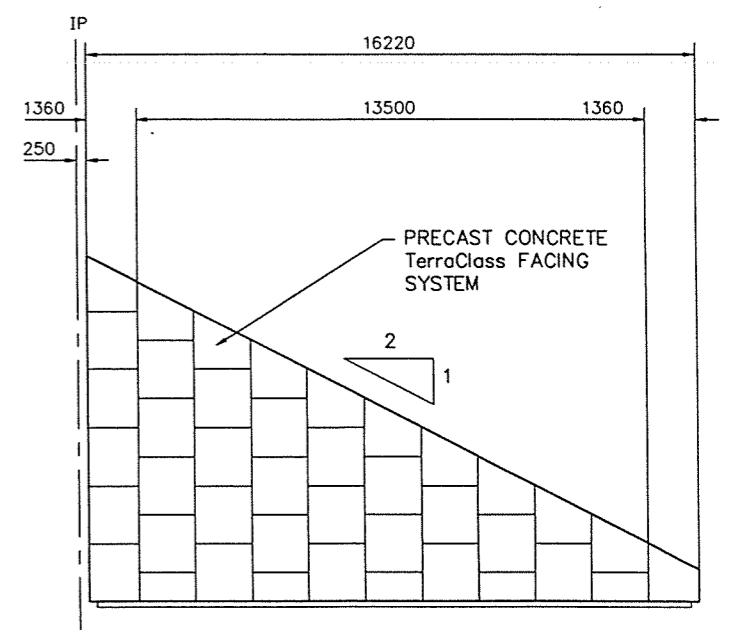
SIGNATURE OF THE "APPROVED" BOX INDICATES THAT THE DESIGN SHOWN ON THIS DRAWING HAS BEEN VERIFIED IN ACCORDANCE WITH THE REINFORCED EARTH COMPANY QUALITY SYSTEM.				DESIGN	JW	SIGNED		DESIGNED BY Reinforced Earth Pty. Ltd. A.C.N. 001 215 327 20 George Street Hornsby N.S.W. 2077 Tel:(02)9910-9910 Fax:(02)9910-9999	PROJECT DAWSON HWY CROSSLINK TECHSPAN ARCH	SHEET TITLE PRECAST CONCRETE FACING SYSTEM		
CLIENT				DRAWN	JW					PROJECT No.	STAGE	SHEET NUMBER
PHOTOGRAPHIC REPRODUCTION SCALE 				APPROVED				3199	T	5	A	
A	JW			ISSUED FOR TENDER PURPOSES ONLY								
ISSUE	DRAWN	APPROVED	DATE	AMENDMENTS								



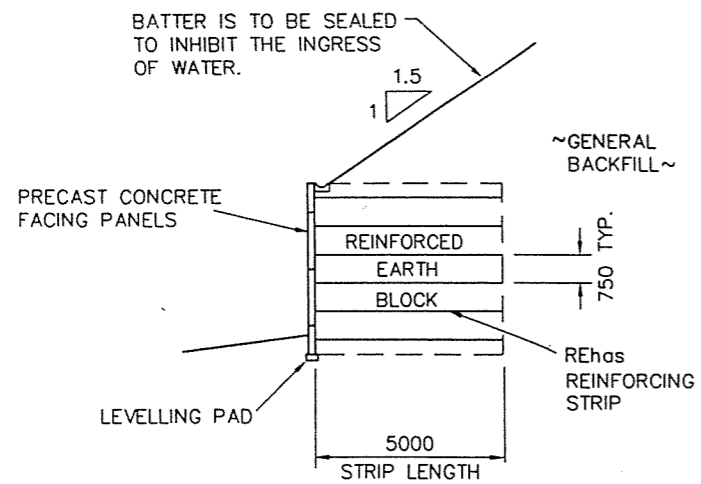
DEVELOPED REAR ELEVATION ROW 3
(ROW 6 SIMILAR)
SCALE 1:100



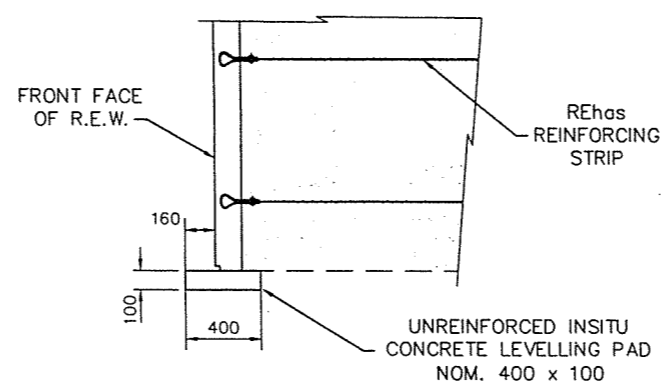
DEVELOPED REAR ELEVATION ROW 2
(ROW 5 SIMILAR)
SCALE 1:100



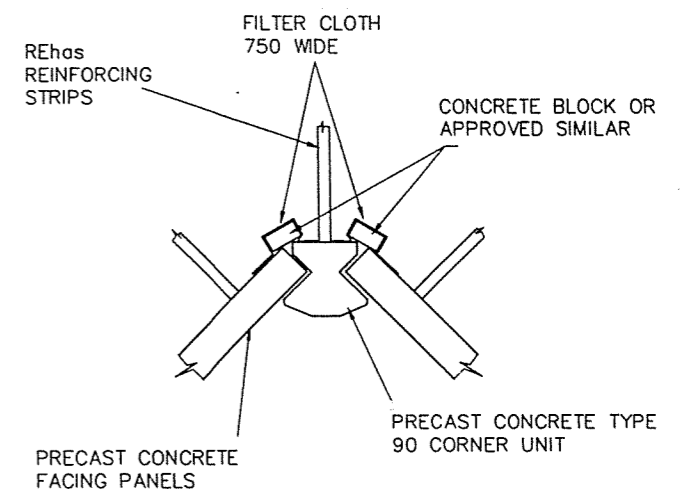
DEVELOPED REAR ELEVATION ROW 1
(ROW 4 SIMILAR)
SCALE 1:100



SECTION A
SCALE 1:100

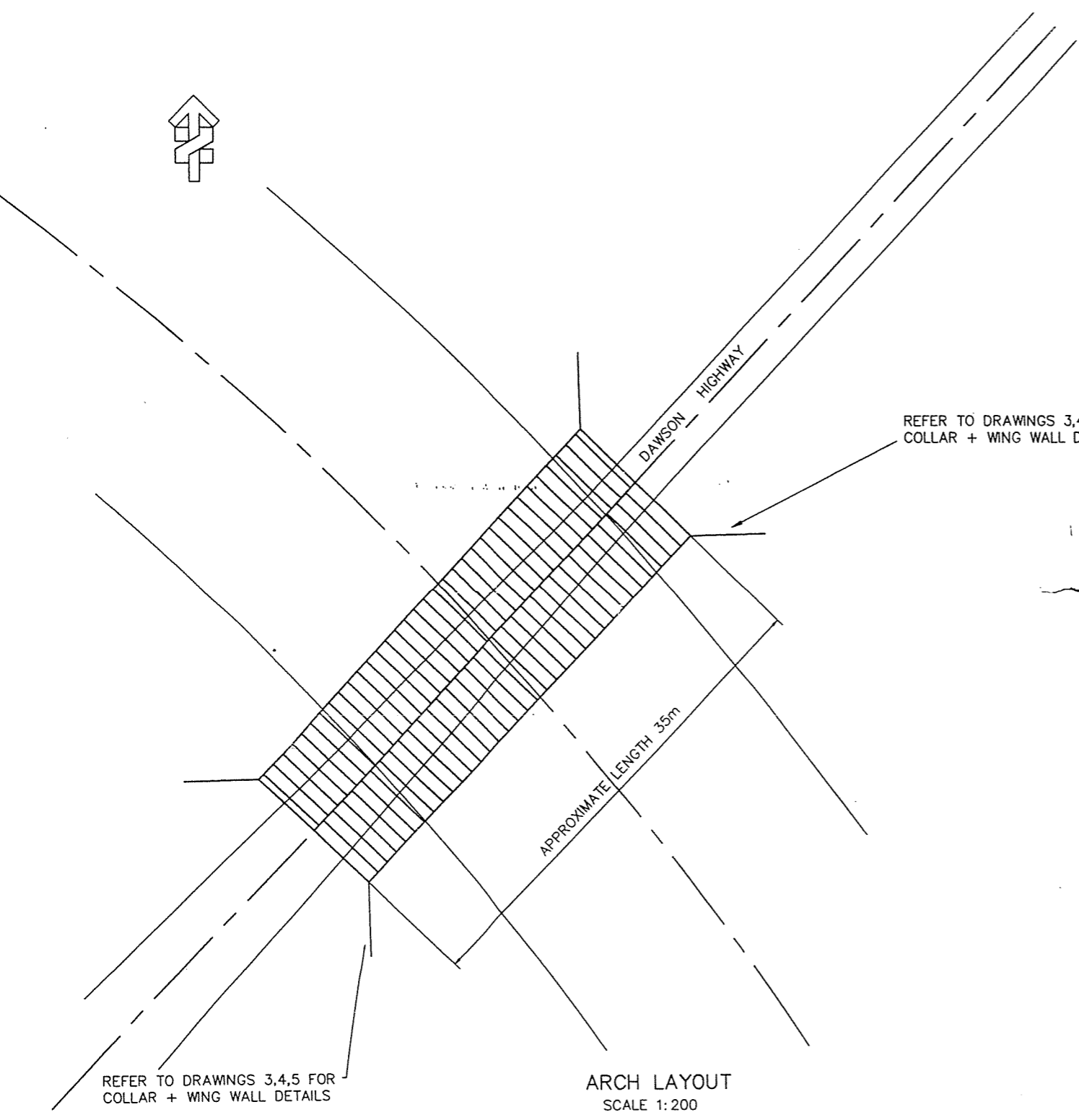


LEVELLING PAD DETAIL
SCALE 1:20



CORNER DETAIL
SCALE 1:20

SIGNATURE OF THE "APPROVED" BOX INDICATES THAT THE DESIGN SHOWN ON THIS DRAWING HAS BEEN VERIFIED IN ACCORDANCE WITH THE REINFORCED EARTH COMPANY QUALITY SYSTEM.					DESIGN JW	SIGNED	The Reinforced Earth Company Groupe TAI	DESIGNED BY Reinforced Earth Pty. Ltd. A.C.N. 001 215 327 20 George Street Hornsby N.S.W. 2077 Tel: (02) 9910-9910 Fax: (02) 9910-9999	PROJECT DAWSON HWY CROSSLINK TECHSPAN ARCH	SHEET TITLE COLLAR WALL ELEVATIONS AND DETAILS						
CLIENT					DRAWN JW								PROJECT No. 3199	STAGE T	SHEET NUMBER 4	ISSUE A
PHOTOGRAPHIC REPRODUCTION SCALE 0 1 2 3 4 5m 1:100					APPROVED											
A	JW			ISSUED FOR TENDER PURPOSES ONLY	DATE											
ISSUE	DRAWN	APPROVED	DATE	AMENDMENTS												



NOTES:

GENERAL

- G1. THESE DRAWINGS HAVE BEEN PREPARED FOR TENDER PURPOSES THEY ARE NOT TO BE USED FOR CONSTRUCTION.
- G2. THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH OTHER DRAWINGS AND DOCUMENTS RELATING TO THIS PROJECT.
- G3. LAYOUT AND DIMENSIONS ARE BASED ON INFORMATION SUPPLIED BY : FRASER OSBORN PTY LTD. DATED : 25-11-97
- G4. ALL DIMENSIONS ARE IN MILLIMETRES EXCEPT FOR REDUCED LEVELS WHICH ARE IN METRES.
- G5. THE MANUFACTURE, SUPPLY AND ERECTION OF THE ARCH STRUCTURE FOR THIS PROJECT IS TO COMPLY WITH THE REQUIREMENTS OF REPL SPECIFICATION.

CONCRETE

- C1 ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE REPL SPECIFICATION
- C2 CONCRETE QUALITY

ELEMENT	STRENGTH GRADE (MPa)	SLUMP (mm)	MAX. AGG. SIZE (mm)	MIN. CEMENT CONTENT (kg/cu.m)
ARCH	S40	80	20	350
ARCH FOOTINGS	S32	80	20	330

- C3 CONSTRUCTION JOINTS WHERE NOT SHOWN SHALL BE LOCATED AS DIRECTED BY THE SUPERINTENDENT.

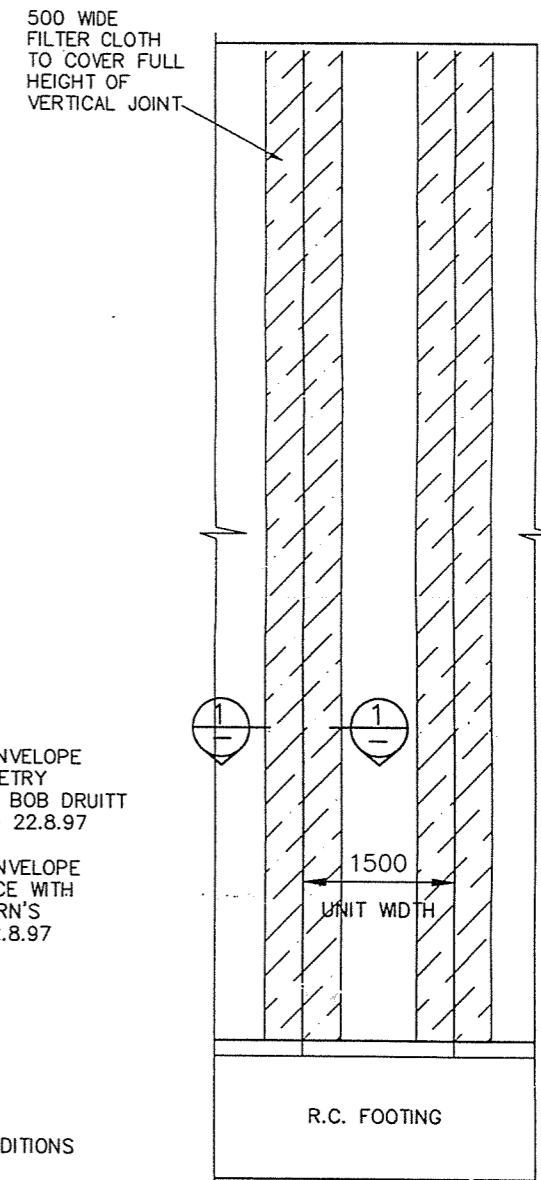
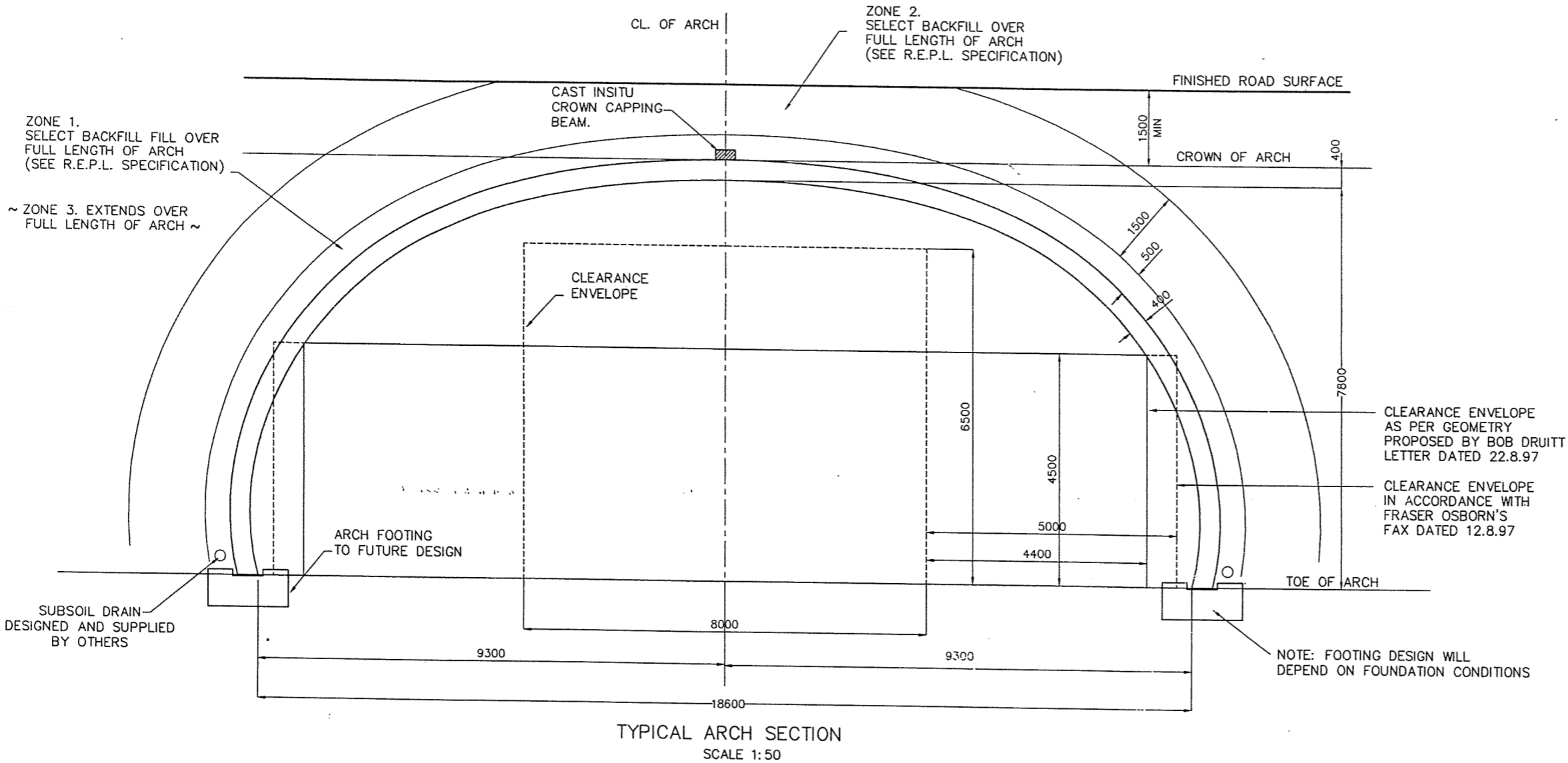
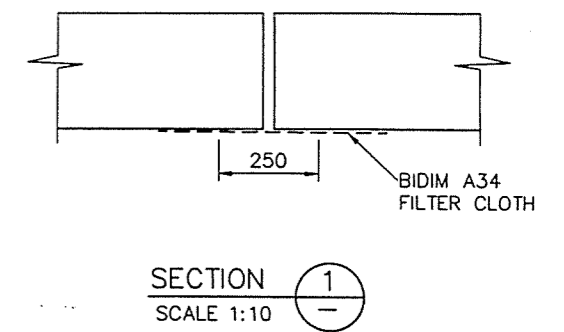
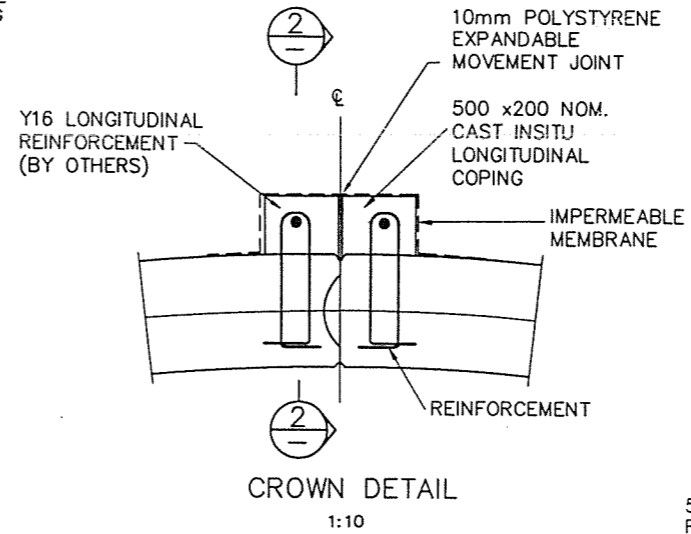
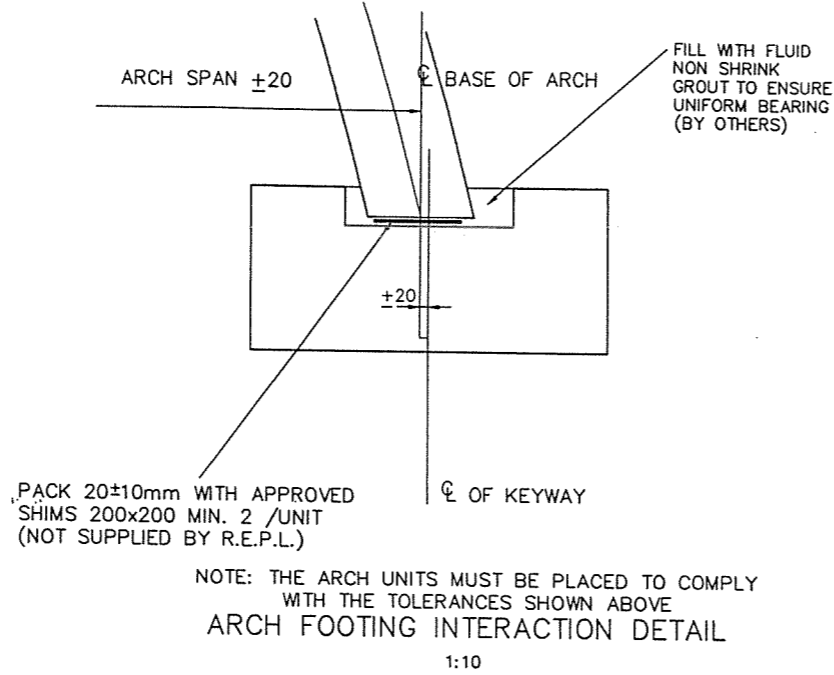
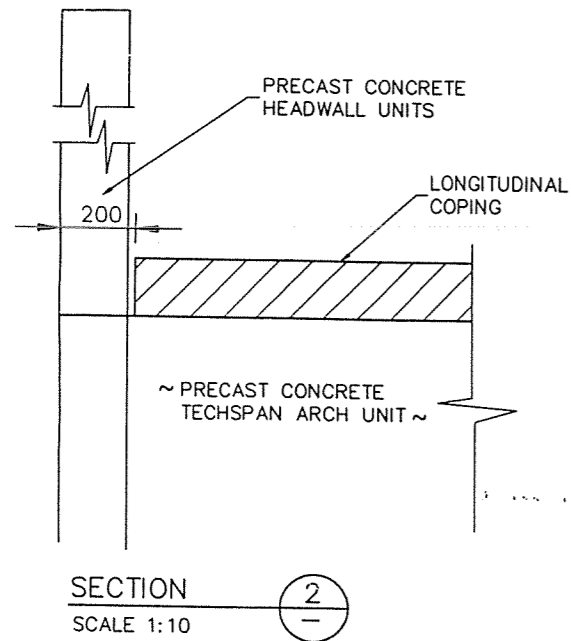
DESIGN

- D1. REPL ACTS AS SECONDARY DESIGNER RESPONSIBLE ONLY FOR THE INTERNAL DESIGN OF THE TECHSPAN ARCH STRUCTURE, AND FOR THE ASSESSMENT OF THE FOUNDATION LOADS IMPOSED BY THESE STRUCTURES. THE PRIMARY DESIGNER IS RESPONSIBLE FOR THE DESIGN OF ALL OTHER ASPECTS OF THE WORK, INCLUDING THE BEARING CAPACITY OF THE FOUNDATION AND THE GLOBAL STABILITY OF THE ENTIRE WORKS.
- D2. THE DESIGN ASSUMES THAT SELECT FILL GENERAL BACKFILL AND ARCH FILL ZONES (1,2,3&4) HAVE THE FOLLOWING SOIL STRENGTH PARAMETERS:
 - (i) BULK DENSITY:
 - SELECT BACKFILL, ARCH FILL ZONES 1,2&4
 - 20kN/m³ MAX.
 - 18kN/m³ MIN.
 - GENERAL BACKFILL & ARCH FILL ZONE 3
 - 20kN/m³
 - (ii) EFFECTIVE ANGLE OF INTERNAL FRICTION:
 - SELECT BACKFILL, ARCH FILL ZONES 1,2&4
 - ϕ' =36 DEGREES
 - GENERAL BACKFILL & ARCH FILL ZONE 3
 - ϕ' =30 DEGREES
 - (iii) EFFECTIVE COHESION:
 - SELECT BACKFILL, ARCH FILL ZONES 1,2&4
 - C'=0 kPa
 - GENERAL BACKFILL & ARCH FILL ZONE 3
 - C'=0 kPa
- D3. THE TECHSPAN ARCH HAS BEEN DESIGNED IN ACCORDANCE WITH '92 AUSTRROADS BRIDGE DESIGN CODE. AN EQUIVALENT LIVE LOAD SURCHARGE OF 20kPa. HAS BEEN APPLIED ACROSS THE TOP OF THE STRUCTURE
- D4. THIS STRUCTURE IS DESIGNED FOR A 100 YEAR SERVICE LIFE.

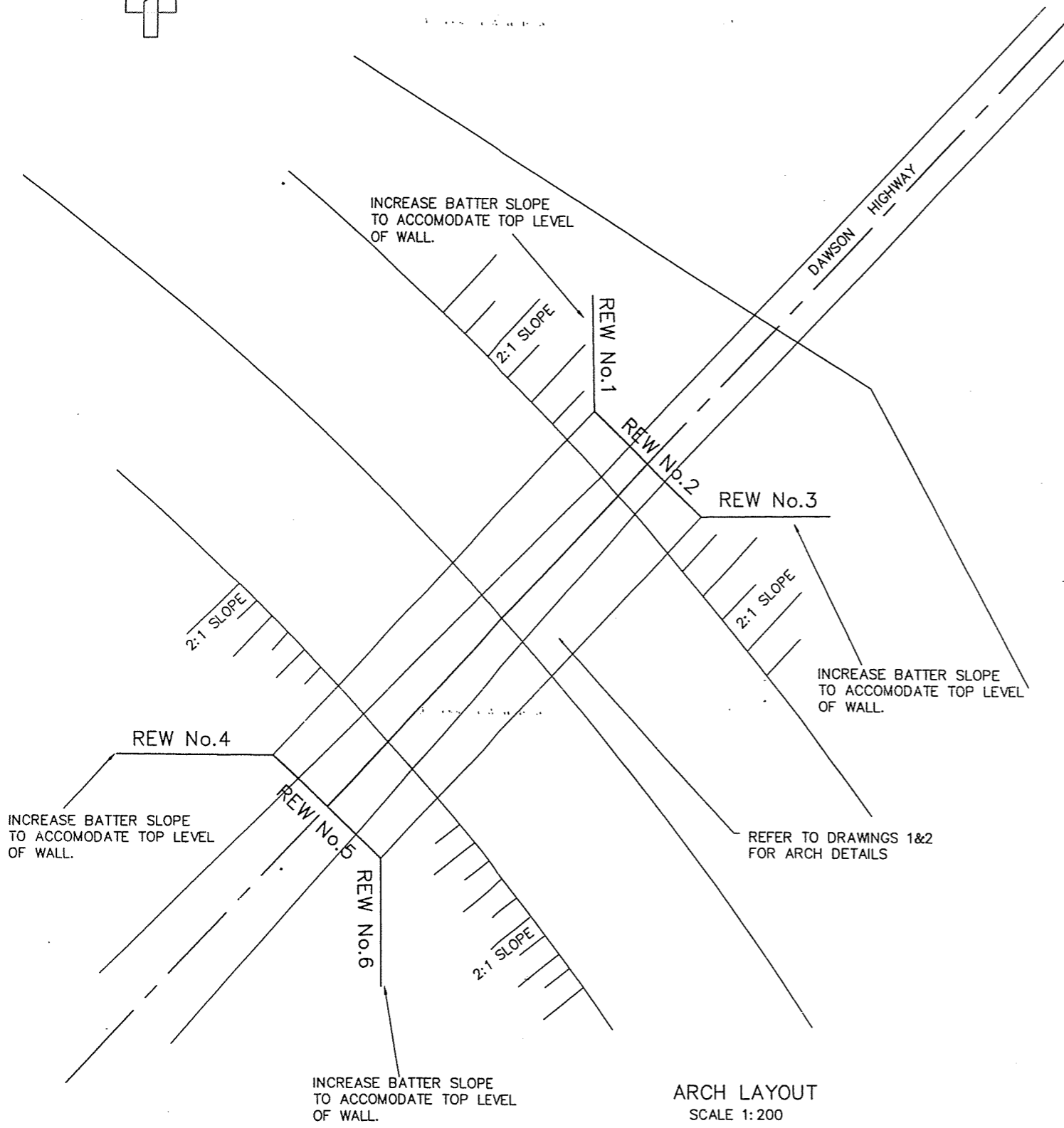
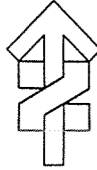
R.E. MATERIALS

- M1. R.E.P.L. SUPPLY THE FOLLOWING MATERIAL FOR THE ARCH STRUCTURE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SUPPLY
 - ARCH UNITS
 - JOINTING MATERIALS
 - FILTER CLOTH
- OTHER ITEMS SHOWN ON THE DRAWINGS ARE NOT SUPPLIED BY REPL.
- M2. THE FILL USED WITHIN THE ARCH FILL (ZONES 1,2) IS REFERRED TO AS SELECT BACKFILL. SELECT BACKFILL IS A GRANULAR MATERIAL COMPLYING WITH THE SPECIFICATION FOR PRECAST CONCRETE TECHSPAN ARCHES.

SIGNATURE OF THE "APPROVED" BOX INDICATES THAT THE DESIGN SHOWN ON THIS DRAWING HAS BEEN VERIFIED IN ACCORDANCE WITH THE REINFORCED EARTH COMPANY QUALITY SYSTEM.				DESIGN	SJ	SIGNED		The Reinforced Earth Company Groupe TAI	DESIGNED BY Reinforced Earth Pty. Ltd. A.C.N. 001 215 327 20 George Street Hornsby N.S.W. 2077 Tel:(02)9910-9910 Fax:(02)9910-9999	PROJECT DAWSON HWY CROSSLINK TECHSPAN ARCH	SHEET TITLE ARCH LAYOUT AND NOTES				
CLIENT				DRAWN	JW						PROJECT No.	STAGE	SHEET NUMBER	ISSUE	
PHOTOGRAPHIC REPRODUCTION SCALE				APPROVED								3199	T	1	A
A	JW		ISSUED FOR TENDER PURPOSES ONLY	DATE	16/07/97	COMPUTER FILE No.	3199T A	RELEASED UNDER RTI - 3199T A Page Number 36 of 164							



SIGNATURE OF THE "APPROVED" BOX INDICATES THAT THE DESIGN SHOWN ON THIS DRAWING HAS BEEN VERIFIED IN ACCORDANCE WITH THE REINFORCED EARTH COMPANY QUALITY SYSTEM.					DESIGN	JW	SIGNED		The Reinforced Earth Company Groupe TAI	DESIGNED BY	Reinforced Earth Pty. Ltd. A.C.N. 001 215 327 20 George Street Hornsby N.S.W. 2077 Tel: (02)9910-9910 Fax: (02)9910-9999	PROJECT	DAWSON HWY CROSSLINK TECHSPAN ARCH	SHEET TITLE	ARCH SECTION AND DETAILS							
CLIENT					DRAWN	JW									PROJECT No.	3199	STAGE	T	SHEET NUMBER	2	ISSUE	A
PHOTOGRAPHIC REPRODUCTION SCALE					APPROVED																	
ISSUED FOR TENDER PURPOSES ONLY					DATE						COMPUTER FILE No.	3199T2A										



NOTES:
GENERAL

- G1. THESE DRAWINGS HAVE BEEN PREPARED FOR TENDER PURPOSES. THEY ARE NOT TO BE USED FOR CONSTRUCTION.
- G2. THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH OTHER DRAWINGS AND DOCUMENTS RELATING TO THIS PROJECT.
- G3. LAYOUT AND DIMENSIONS ARE BASED ON INFORMATION SUPPLIED:
BY : FRASER OSBORN PTY LTD.
DATED : 25.11.97
- G4. THE FOLLOWING ABBREVIATIONS APPLY:
R.E. REINFORCED EARTH
R.E.W. REINFORCED EARTH WALL
R.E.P.L. REINFORCED EARTH PTY. LTD.
REhas REINFORCED EARTH HIGH ADHERENCE STEEL
- G5. ALL DIMENSIONS ARE IN MILLIMETRES EXCEPT FOR REDUCED LEVELS WHICH ARE IN METRES.
- G6. THE MANUFACTURE, SUPPLY AND ERECTION OF REINFORCED EARTH MATERIALS FOR THIS PROJECT ARE TO COMPLY WITH THE REQUIREMENTS OF R.E.P.L. SPECIFICATION.

DESIGN

- D1. REPL ACTS AS SECONDARY DESIGNER RESPONSIBLE ONLY FOR THE INTERNAL DESIGN OF THE REINFORCED EARTH STRUCTURES AND FOR THE ASSESSMENT OF THE FOUNDATION LOADS IMPOSED BY THESE STRUCTURES. THE PRIMARY DESIGNER IS RESPONSIBLE FOR ALL OTHER ASPECTS OF THE WORK INCLUDING THE BEARING CAPACITY OF THE FOUNDATION AND THE GLOBAL STABILITY OF THE ENTIRE WORKS.

INTERNAL STABILITY

- D2. THE DESIGN ASSUMES THAT SELECT BACKFILL USED WITHIN THE R.E. BLOCK AND THE GENERAL BACKFILL USED ELSEWHERE WITHIN THE STRUCTURE HAVE THE FOLLOWING SOIL STRENGTH PARAMETERS:
(i) BULK DENSITY:
SELECT BACKFILL - 20kN/m³ MAX.
GENERAL BACKFILL - 18kN/m³ MIN.
GENERAL BACKFILL - 20kN/m³
(ii) EFFECTIVE ANGLE OF INTERNAL FRICTION:
SELECT BACKFILL - $\phi' = 36^\circ$
GENERAL BACKFILL - $\phi' = 30^\circ$
(iii) EFFECTIVE COHESION:
SELECT BACKFILL - C'=0 kPa
GENERAL BACKFILL - C'=0 kPa

MATERIAL WHICH WILL GENERATE HORIZONTAL PRESSURE EQUIVALENT TO OR LESS THAN A MATERIAL WITH STRENGTH CHARACTERISTICS LESS THAN ABOVE MAY BE USED FOR GENERAL BACKFILL.

- D3. THIS DESIGN DOES NOT ALLOW FOR THE PRESENCE OF A WATER TABLE WITHIN THE REINFORCED EARTH BLOCK OR GENERAL BACKFILL. IF THERE IS A POSSIBILITY THAT PORE PRESSURE CAN DEVELOP IT MAY BE NECESSARY TO SEAL THE STRUCTURE TO INHIBIT INGRESS OF WATER.
- D4. DESIGN FOR SEISMIC EFFECTS IS IN ACCORDANCE WITH AUSTRROADS 92.
- D5. THIS STRUCTURE HAS BEEN DESIGNED FOR A 100 YEAR SERVICE LIFE.

MATERIALS

- M1. R.E.P.L. SUPPLY THE FOLLOWING MATERIAL FOR THE REINFORCED EARTH STRUCTURE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SUPPLY
- FACING PANELS
- REhas REINFORCING STRIPS
- CONNECTIONS
- BEARING & JOINTING MATERIALS USED BETWEEN FACING PANELS
OTHER ITEMS SHOWN ON THE DRAWINGS ARE NOT SUPPLIED BY REPL.
- M2. THE FILL USED WITHIN THE REINFORCED EARTH BLOCK IS REFERED TO SELECT BACKFILL. THIS BACKFILL IS A GRANULAR MATERIAL COMPLYING WITH THE FOLLOWING BASIC CRITERIA :
- NOTHING LARGER THAN 150 mm.
- LESS THAN 15% PASSING THE 75 micron SIEVE
- pH BETWEEN 5 AND 10.
- RESISTIVITY GREATER THAN 5000 ohm cm.
- M3. THE FREE DRAINING BACKFILL IS SUPPLIED BY THE CONTRACTOR. A REPRESENTATIVE SAMPLE IS TO BE TESTED IN ACCORDANCE WITH THE APPROPRIATE SPECIFICATION. SAMPLE TEST RESULTS ARE TO BE SUBMITTED TO THE SUPERINTENDENT WITH A COPY TO R.E.P.L. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
- M4. OTHER MATERIALS MAY BE ACCEPTABLE SUBJECT TO FURTHER ASSESSMENT AND TESTING.
- M5. FACING PANELS FOR THIS STRUCTURE ARE SERIES "2" PRECAST CONCRETE CRUCIFORM TYPE WITH AN ASHLAR FINISH. PANELS ARE 140 mm MIN. THICK AS DETAILED ON THE DRAWINGS.
- M6. THE EARTH REINFORCEMENT FOR THIS STRUCTURE IS REhas (GALV) 45 x 5 NOMINAL SECTION. MANUFACTURED FROM BASE MATERIAL COMPLYING WITH AS 3679-1990 GRADE 350.

EXTERNAL STABILITY

- D6. THE STRUCTURE HAS BEEN DESIGNED TO CARRY A UNIFORM LIVELOAD OF 20 kPa APPLIED AT THE ROAD LEVEL.
- D7. CALCULATED MAXIMUM WORKING LOAD PRESSURE (AFTER MEYERHOFF) AT THE BASE OF THE STRUCTURE:

SECTION	PRESSURE (kPa)	
	DEAD LOAD ONLY	DEAD LOAD + LIVE LOAD
A	180	200

FOUNDATIONS BENEATH REINFORCED EARTH STRUCTURES SHALL BE CERTIFIED BY A PRACTICING GEOTECHNICAL ENGINEER AS HAVING A SAFE BEARING CAPACITY GREATER THAN THE SPECIFIED LOADS. UNSUITABLE FOUNDATION MATERIAL SHALL BE REMOVED AND REPLACED WITH COMPACTED SUITABLE ENGINEERED FILL TO THE EXTENT REQUIRED TO ENSURE A SATISFACTORY FOUNDATION.

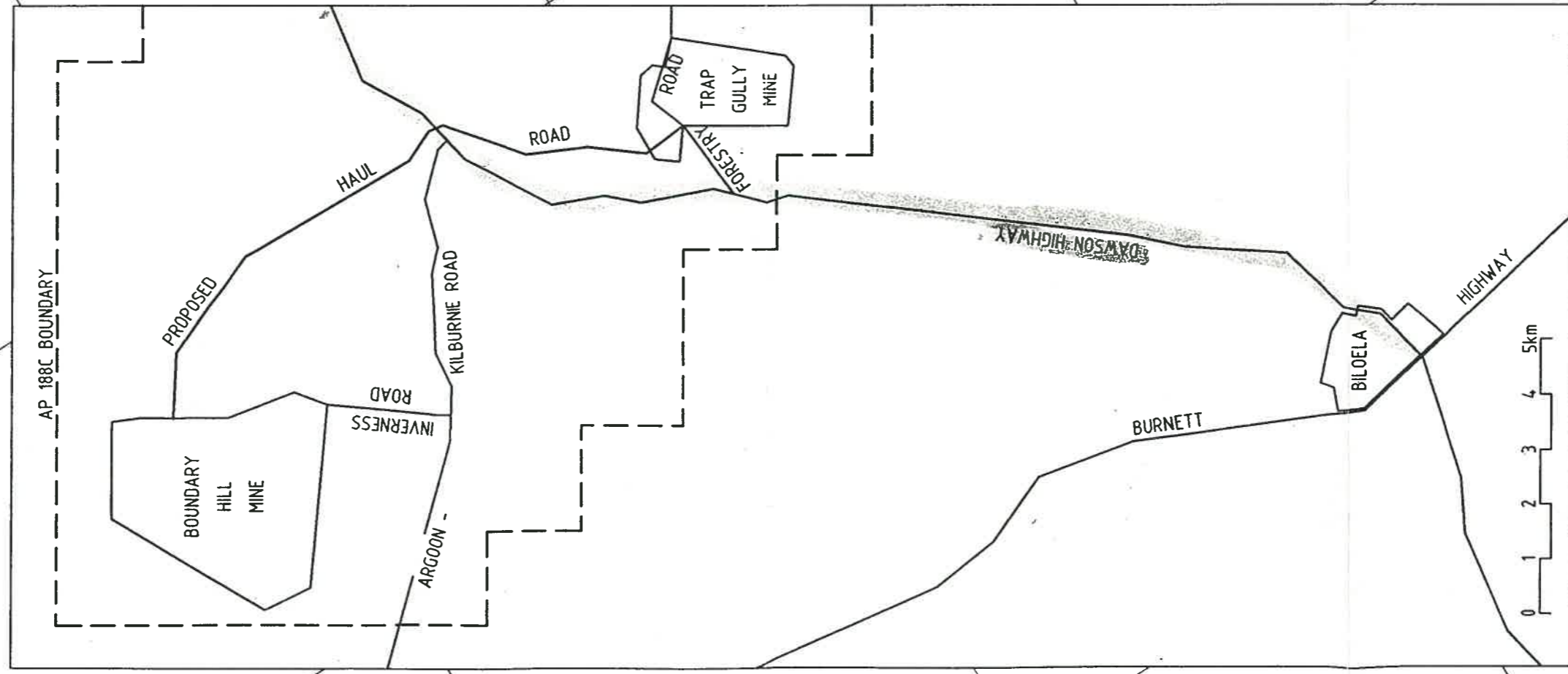
ARCH LAYOUT
SCALE 1:200

<p>SIGNATURE OF THE "APPROVED" BOX INDICATES THAT THE DESIGN SHOWN ON THIS DRAWING HAS BEEN VERIFIED IN ACCORDANCE WITH THE REINFORCED EARTH COMPANY QUALITY SYSTEM.</p> <p>CLIENT</p> <p>PHOTOGRAPHIC REPRODUCTION SCALE</p> <p>0 1 2 3 4 5 6 7 8 9 10</p> <p>1:100</p>	<p>DESIGN SJ SIGNED</p> <p>DRAWN JW</p> <p>APPROVED</p>	<p>DESIGNED BY Reinforced Earth Pty. Ltd. A.C.N. 001 215 327 20 George Street North Sydney N.S.W. 2077 Tel: (02) 9910-9910 Fax: (02) 9910-9999</p> <p>PROJECT DAWSON HWY CROSSLINK TECHSPAN ARCH</p> <p>SHEET TITLE ARCH LAYOUT AND NOTES</p>	<p>PROJECT No. 3199</p> <p>STAGE T</p> <p>SHEET NUMBER 3</p> <p>ISSUE A</p>
<p>ISSUE DRAWN APPROVED DATE AMENDMENTS</p> <p>A JW ISSUED FOR TENDER PURPOSES ONLY</p>		<p>COMPANY FILE No. 3199T3A</p> <p>Page Number: 38 of 164</p>	

Pages 39 through 41 redacted for the following reasons:

Legal Professional Privilege

Released under RTI - DTMR



LOCALITY PLAN

1 : 100 000

other plans also sent to legal Br.

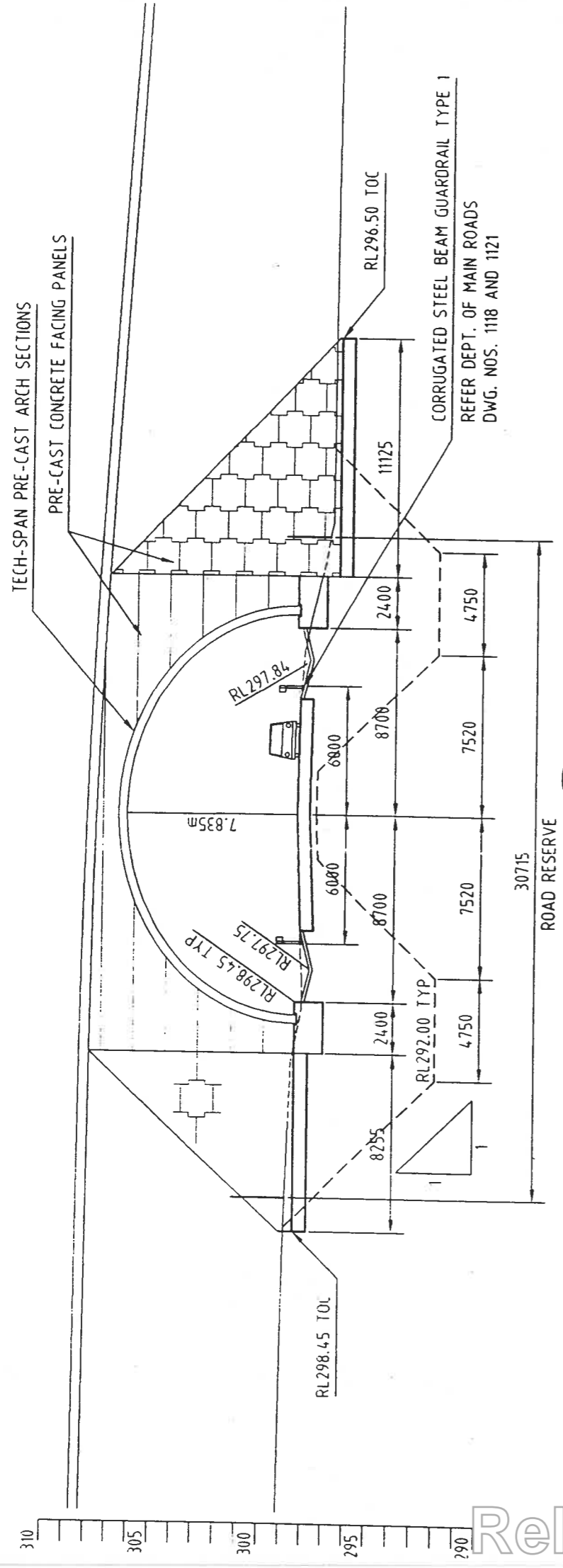


.LTD.

Client

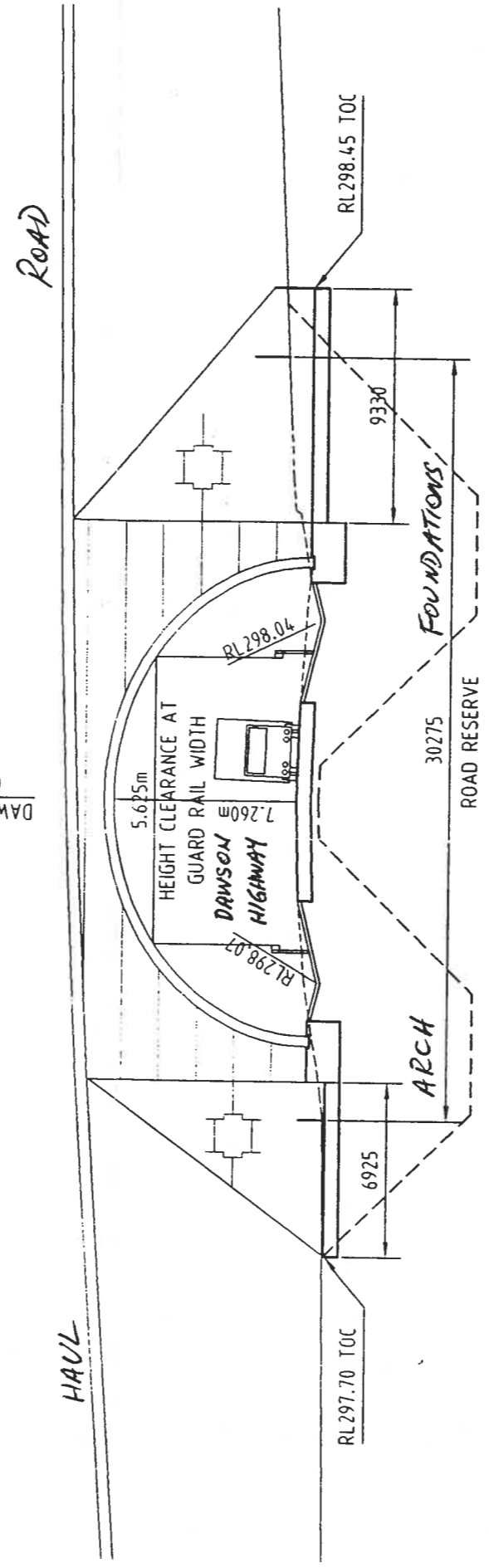
CALLIDE COALFIELDS PTY. LTD.

Designed	KM	10/97
Drawn	KM	10/97
Checked		

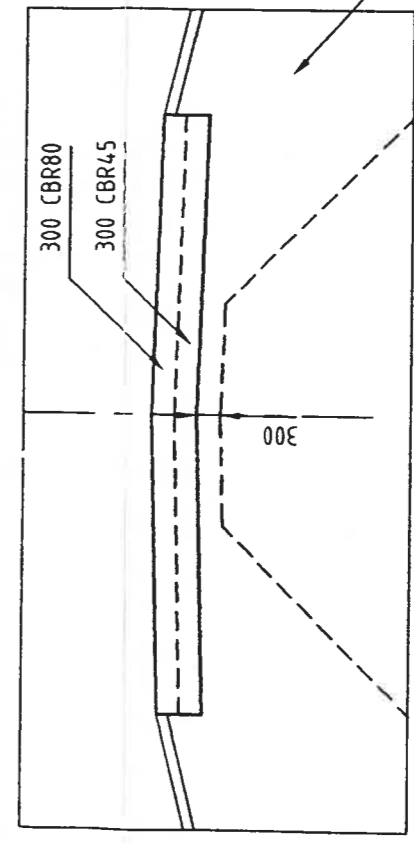


SECTION A

DAWSON HIGHWAY CENTRELINE



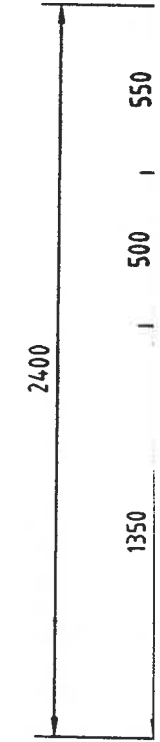
SECTION B



STABILISED COMPACTED SELECT FILL REFER TO SPECIFICATIONS

HIGHWAY REINSTATEMENT TYPE CROSS SECTION

SCALE 1:100



VARIFS

Central District Office
31 Knight Street North Rockhampton
Box 5096
Central Qld Mail Centre Q 4702

Enquiries: Mr Greg Miles
Telephone: (07) 49311509
Facsimile: (07) 49275020
Our Ref: 545/82
GSM:DMM 9692

Your Ref:

13 October 1998

Copy given
to CISM

Minter Ellison
Lawyers
PO Box 7844
WATERFRONT PLACE Q 4001

Attention: [REDACTED]

Dear Sir

**BANANA SHIRE
DAWSON HIGHWAY (GLADSTONE - BILOELA)
CALLIDE OVERBRIDGE AGREEMENT**

I understand that you act for Callide Coalfields Pty Ltd in this matter.

Please find attached, as requested, three (3) duly executed copies of the Deed.

Please contact Greg Miles on telephone (07) 49311509, should you wish to discuss any aspects or further detail.

Yours sincerely

[REDACTED]
(Bill McRuvie)

A/DISTRICT DIRECTOR (ROCKHAMPTON)

* Enc

APPROVAL TO CONSTRUCT, MAINTAIN AND OPERATE AN OVERBRIDGE

THIS DEED OF AGREEMENT is made the 13th day of October, 1998.

BETWEEN: The DIRECTOR-GENERAL, DEPARTMENT OF MAIN ROADS for and on behalf of The STATE OF QUEENSLAND ("the Director-General")

AND: CALLIDE COALFIELDS PTY LTD (A.C.N. 009 666 200) a company duly incorporated and having its registered office at Level 13, 133 Mary St. Brisbane ("the Company")

WHEREAS:

- A. The Company has requested approval to construct, maintain and operate an overhead bridge comprising a concrete arch structure and associated roadworks within the state controlled road reserve ("the overbridge") above and across the Dawson Highway at a location approximately 19 kilometres East of Biloela, as a component of a haulroad from Boundary Hill to Trap Gully.
- B. Section 47 of the Transport Infrastructure Act 1994 [Reprint No.5] requires the prior approval of the Director-General prior to the construction, maintenance, operation or conduct of ancillary works and encroachments within the boundaries of a State-controlled road.
- C. The overbridge is an ancillary work and encroachment and the Dawson Highway is a State-controlled road for the purposes of the Transport Infrastructure Act 1994.

- D. The Director-General has agreed to grant written approval to the Company to construct, maintain and operate the overbridge subject to the following terms and conditions.

TERMS AND CONDITIONS:

1. The overbridge shall be constructed by the Company in accordance with the "Conditions of Approval for Carrying Out Works Within the Boundaries of State-controlled Roads" (Form DOF.P06(7/98)), as detailed in Annexure "A" to this Deed, and all construction works within the boundaries of the State-controlled road (the Dawson Highway) shall be carried out in accordance with certified plans and specifications approved by the Director-General.
2. The works for construction of the overbridge will comprise:
 - (a) construction of a by-pass road along an existing adjacent local government road reserve to allow overpass construction works to be carried out on the Dawson Highway;
 - (b) excavation works within the Dawson Highway road reserve to allow the construction of suitable footings for the concrete arch overpass;
 - (c) installation of concrete arch components;
 - (d) construction of the overhead roadway across the Dawson Highway road reserve;
 - (e) reconstruction of the Dawson Highway road formation disturbed by the overbridge construction activities.
3. An environmental management plan in relation to the overbridge shall be submitted to the District Director (Central) of the Department of Main Roads for his approval prior to commencement of any construction works.
4. (a) To facilitate the movement of traffic along the Dawson Highway during the period of construction of the overbridge, the contractor shall construct and

maintain a bypass to a standard and at a location to be approved by the Director-General. ("the bypass").

- (b) It is the intention of both parties that the bypass remain operational after the completion of the construction of the overbridge for the duration of this Deed. The Company agrees to permit use of the bypass by overdimensional vehicles which could not otherwise obtain access under the overbridge. The company agrees to maintain the bypass for the safe use of the bypass by overdimensional vehicles for the duration of the Deed. After completion of the construction works, the bypass route is to be adequately secured by means of locked gates at both ends, to the satisfaction of the Director-General. The Company agrees to allow access to and keys to the locked gates to those persons who have the prior approval of the Director General to use the bypass.
- (c) The company agrees to erect and maintain clear signage, to the satisfaction of the Director General, directing the use of the bypass by overdimensional vehicles. Such signage is to indicate the procedure required to use the bypass and local contact telephone numbers for employees of the company controlling that procedure. The company shall ensure that all overdimensional vehicles which hold an appropriate approval from the Director General to use the section of the Dawson Highway over which the overbridge will be constructed may obtain access to the bypass at all reasonable times.

5. During construction of the overbridge, traffic using the Dawson Highway is to be controlled in accordance with the current version of the Manual of Uniform Traffic Control Devices, with delays to traffic being no longer than 15 minutes and traffic using the Dawson Highway not being side-tracked onto the by-pass for a period greater than 4 weeks unless approved in writing by the District Director (Central) of the Department of Main Roads.

6. Upon completion of the construction of the overbridge, the Director-General hereby authorises the Company to use, alter, repair, replace, reconstruct, maintain, and inspect the overbridge subject to the terms and conditions contained in this Deed.
7. The Company acknowledges and agrees that the Company does not and will not by virtue of any provision of this Deed obtain any estate or interest in the Dawson Highway or the land on which the Dawson Highway is located and that this Deed will operate and will be read and construed merely as a grant of an approval for the construction, operation and maintenance of the overbridge.
8. The Company shall operate the overbridge. However, with the prior written consent of the Director-General the Company may authorise other persons to operate the overbridge. In this clause "operate" shall include the control of traffic, the maintenance of the structure of the overbridge, the safety and control of any persons using the overbridge.
9. The Company shall duly and punctually pay all rates, taxes, assessments, duties, impositions and other outgoings whatsoever in respect of the overbridge which may be imposed, assessed, levied or charged by or payable to any duly constituted authority in that behalf and whether payable by the owner or occupier or party by each.
10. (a) Subject to the provisions hereof, this approval will remain in force for a period of ten (10) years commencing on the 19TH day of OCTOBER 1998 (hereafter referred to as "the date of commencement of this approval").
- (b) If the Company requires a renewal of this approval at its expiration, the Company shall give notice in writing to the Director-General at least three (3) months before the expiration date and the Director-General may grant to the Company a renewal of this approval provided the Company complies with all the conditions of this deed..

11. (a) The Company shall maintain the overbridge and bypass in good repair and condition to the reasonable satisfaction of the Director-General.
- (b) The Company shall permit the Director-General and all officers, employees and agents of the Queensland Department of Main Roads at all reasonable times subject to three (3) days prior notice in writing to the Company to inspect the overbridge or bypass or any part or parts of it for the purpose of ascertaining whether the Company is duly observing and performing the terms and conditions of this approval. The Company shall give rights of access and egress over the lands on which the overbridge or bypass is situated to the Director-General and all officers, employees and agents of the Queensland Department of Main Roads for the purposes of this sub-clause.
- (c) The Director-General may by notice in writing direct the Company to remedy any defect or want of maintenance or repair of the overbridge or bypass which constitutes a breach of the terms and conditions of this approval. If the Company fails to obey any such direction to the satisfaction of the Director-General within a reasonable time prescribed by such notice, the Director-General may remedy the defect or want of maintenance or repair and recover all reasonable costs, charges and expenses in connection therewith from the Company in any court of competent jurisdiction. This right is in addition to any of the other rights of the Director-General under this approval.
- (d) Where the Director-General forms the view that an immediate danger to highway users exists due to the state of repair or operation of the overbridge or the bypass, the Director-General may, without the need to comply with the requirements contained in subclause (b) above, enter upon the overbridge or bypass and take any action whatsoever required to abate the immediate danger. Where the immediate danger results from a breach of the terms of this approval, the Director-General may recover all reasonable costs, charges and expenses incurred by the Director-General in connection with the abatement

from the company in any court of competent jurisdiction. This right is in addition to any of the other rights of the Director-General under this approval.

12. (a) (i) The Company shall give the Director-General fourteen (14) days written notice before undertaking any work on the overbridge or bypass and detail the work that is to be done and the proposed methods and timing for executing such works. The Director-General may in his absolute discretion shorten the fourteen (14) day period for giving notice.
- (ii) The Director-General may impose reasonable requirements in relation to the work referred to in (i) above to ensure compliance with the terms and conditions of this approval or to ensure the safety of highway users. The Company shall not commence such work until all requirements of the Director-General have been met and the Director-General has given approval in writing to the works.
- (iii) The Director-General may give reasonable directions to the Company concerning the work referred to in (i) above to ensure compliance with the terms and conditions of this approval or to ensure the safety of highway users while the work is in progress. The Company shall comply with any directions given by the Director-General as far as reasonably practicable.
- (b) The Company shall not take any action which may cause or require the prohibition, diversion or direction of any traffic on or using the highway, without the written consent of the Director-General which will not be unreasonably withheld. Where it is necessary for any of the purposes of this approval to prohibit, divert or direct any traffic on or using the highway the Company shall seek the approval of the Director-General and the Director-General may determine when such prohibition, diversion or direction of traffic shall take place, if at all, and may make arrangements and provide for such attendance of officers, employees and agents of the Queensland

Department of Main Roads as the Director-General considers are necessary or desirable for the safe and effective regulation of traffic in the locality of the highway. The Company shall pay to the Director-General the costs of and incidental to such arrangements and attendances as determined by the Director-General including any costs which are incurred by or demanded of the Director-General as a result of or in connection with such prohibition, diversion or direction of traffic.

- (c) Subclauses (a) and (b) do not apply to prevent the Company undertaking work on the overbridge to remedy situations where an immediate life-threatening danger to users of the overbridge or highway exists.
 - (d) In the case of an emergency where there is not a reasonable amount of time to comply with subclauses (a) and (b) the Company may take such action as is reasonable in the circumstances to prevent damage or injury without breaching subclauses (a) and (b). The Company shall give the Director-General notice of the action taken at the earliest opportunity. The Director-General may give directions or impose requirements on the action while it is being taken which the company must comply with. The Director-General may require the alteration or removal of any work that was done.
13. The Company shall not remove, alter or add to the overbridge without the prior written permission of the Director-General or paint or mark on the overbridge or attach to it any ornamentation, marking, sign, banner, flag, advertisement or other article without the prior written permission of the Director-General. The above shall not apply to prevent the Company undertaking work on the overbridge in the case of an emergency or to remedy situations where an immediate life -threatening danger to users of the overbridge or highway exist.

14. The Company shall use its best reasonable endeavours not to commit any act and to ensure that other persons do not commit any act, in relation to the overbridge which causes or may cause property damage, injury or danger to any person on the highway. The Company shall use its best reasonable endeavours not to omit to do any act and to ensure that other persons do not omit to do any act in relation to the overbridge, the omission of which causes or may cause property damage, injury or danger to any person on the highway.

15. The Company shall indemnify and keep indemnified the Director-General for -

- (a) any proceedings brought against;
- (b) any claim made upon; and
- (c) any loss or costs incurred by;

the Director-General, its servants or agents in respect of -

- (i) loss of life;
- (ii) personal injury; or
- (iii) damage to any person or property;

as a consequence of:

- (i) the construction;
- (ii) maintenance;
- (iii) existence; or
- (iv) use of the overbridge or bypass during the duration of this Deed.

This indemnity shall not include any matter the consequence of -

- (a) any negligence;
- (b) any ~~lawful~~ ^{unlawful} act; or
- (c) any wilful default;

of the Director-General, its employees in the course of employment or its agents acting with its authority.

16. (a) Before the date of commencement of this Deed, the Company shall take out a public liability policy of insurance in the joint names of the Director-General and the Company for their respective rights and interests to cover their liabilities to third parties, including the liabilities as set out in Clause 15.
- (b) The public liability policy of insurance shall include a cross-liability clause in which the insurer agrees to waive all rights of subrogation or action that he may have or acquire against all or any of the persons comprising the insured and for the purposes of which he insurer accepts the term "insured" as applying to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased thereby).
- (c) The public liability policy of insurance shall be for an amount not less than the sum of ten million dollars (\$10,000,000.00) for any single event, or such other amount as shall be notified in writing to the Company by the Director-General, and shall be effected with an insurer or insurers approved in writing by the Director-General, which approval shall not be unreasonably withheld. The policy shall be maintained during the currency of this Deed and any further Deed entered into by the parties with respect to the overbridge and bypass.

17. (a) Before the date of commencement of this Deed (and whenever requested in writing from time to time thereafter so to do by the Director-General) the Company shall produce evidence to the satisfaction of the Director-General of the insurance effected and maintained by the Company for the purposes of Clause 16. If, after being requested in writing by the Director-General so to do, the Company fails to produce evidence of compliance with its insurance obligations under Clause 16 which is to the satisfaction and approval of the Director-General, the Director-General may effect and keep in force any such insurance and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Company to the Director-General.
- (b) The Company shall ensure that the policy of insurance effected as required by Clause 16 shall contain provisions acceptable to the Director-General that will:
- (i) require the insurer, whenever the insurer gives to or serves upon the Company a notice of cancellation or any other notice under or in relation to the policy, at the same time to inform the Director-General in writing that the notice has been given to or served upon the Company; and
 - (ii) provide that a notice of claim given to the insurer by the Director-General or the company shall be accepted by the insurer as a notice given to the insurer by the Director-General and the Company.
- (c) The Company shall, as soon as practicable, inform the Director-General in writing of the occurrence of an event that may give rise to a claim under a policy of insurance effected as required by Clause 16 and shall ensure that the Director-General is kept fully informed of subsequent action and developments concerning the claim.
- (4) The effecting of insurance as required in Clause 16 shall not in any way limit the liabilities or obligations of the Company under other provisions of this Deed.

18. (a) In any of the following cases it shall be lawful for the Director-General without any notice or demand, except where specified herein, at any time to terminate this approval -
- (i) if there is any substantial breach, non-observance or non-performance by the Company of any of the terms or conditions of the approval;
 - (ii) if the Company enters into a scheme of compromise or arrangement with its creditors, a receiver or a receiver and manager is appointed to the Company, the appointment of an administrator or administrators of the Company, a resolution is passed to wind up the Company or the Company goes into compulsory or voluntary liquidation;
 - (iii) if a distress or execution is levied or enforced against the property on which the overbridge is situated;
 - (iv) after the expiration of twelve (12) months from the date that a notice in writing is given by the Director-General to the Company that this Deed is determined as any part of the land on which the overbridge is constructed is required for one or more of the purposes for which land may be taken pursuant to the Acquisition of Land Act 1967;
 - (v) if for a period of over twelve (12) months the overbridge is not used as a vehicular overpass.

- (b) Upon the termination of this Deed the Director-General may, without prejudice to any other right he may have under this Deed, serve notice upon the Company to remove the overbridge and to remove or make other arrangements for any services comprising part of the overbridge at the cost and expense of the Company without any compensation. The Company shall comply with the notice within a reasonable period stated in the notice (which is not to be less than three (3) months) and in accordance with the reasonable directions of the Director-General relating to the safety of the Company's employees or agents or highway users.
- (c) If the Company fails to comply with the notice given by the Director-General under Subclause (b) of this clause, the Director-General may dismantle, store, sell (subject to Subclause (h)) or remove the overbridge and services comprising part of the overbridge ("Removed Property"). At no time does property in the overbridge or Removed Property pass to the Director-General and the Director-General must exercise reasonable care and skill in dealing with the overbridge and Removed Property.
- (d) The Director-General must as soon as practicable after taking action under Subclause (c) give written notice to the Company of the action taken, and location of their Removed Property.
- (e) The Company hereby agrees -
- (i) that, for the purpose of exercising its rights under Subclause (c), the Director-General and all officers employed and agents of the Queensland Department of Main Roads (together with any plant, machinery and equipment) shall have a right of access and egress over the lands on which the overbridge is situate but must exercise reasonable care in the exercise of that right;

- (ii) that the Director-General and all officers, employees and agents of the Queensland Department of Main Roads shall not be liable to the Company for any damage caused to any property, real or personal of the Company in the exercise of the rights under Subclause (c) unless such damage is due directly or indirectly to the negligence of the Director-General or its officers, employees or agents;
 - (iii) that the Company shall pay to the Director-General a reasonable sum as is determined by the Director-General as compensation for the work carried out in exercising the rights under Subclause (c) and any other works carried out by the Director-General relating to such exercise and that such sum is a debt due from the Company to the Director-General under this Deed and may be recovered in a Court of competent jurisdiction; and
 - (iv) that no payment by way of compensation or otherwise shall be due from the Director-General to the Company in respect of the exercise of the rights under Subclause (c) except as provided in Subclauses (e)(ii) and (g).
- (f) The Company is entitled to the return of the Removed Property on receipt by the Director-General of the sum determined pursuant to Subclause (e)(iii).
 - (g) The Company may, when action is taken pursuant to Subclause (e)(iv) give written notice to the Director-General claiming compensation.
 - (h) (i) If the Company has not taken possession of the Removed Property within twenty-eight (28) days after -
 - A. the date of its removal; or
 - B. the giving of the notice under Subclause (d);

whichever is the later, the Director-General may sell or dispose of the Removed Property in such manner and on such terms as it determines reasonable.

- (ii) The Director-General must when making a sale use reasonable care to ensure that the property is sold at market value.
- (iii) If the Director-General makes a sale, the proceeds must be applied -
 - A. firstly, in payment of the costs of the removal, storage and sale of the Removed Property; and
 - B. secondly, in payment to the Company.

19. This Deed will inure only for the benefit of the Company and any permitted assignee of the Company hereunder and will not run with the lands or any part thereof that the overbridge is on but in the event of a sale, lease or other disposition of an estate or interest in the lands or any part thereof the Company shall make any such disposition subject to the rights of the Director-General under this Deed.

20. The Company shall duly observe and comply with all Acts of Parliament of the Queensland or Commonwealth Parliaments and all regulations, rules, by-laws, ordinances, notices, orders, proclamations or other statutory instruments made thereunder and shall obtain any relevant consents, permits, authorisations and licences required by the Crown in any capacity, any Government Department or statutory authority including the Council of the Shire of Banana to maintain, operate or conduct the overbridge.

21. Any stamp duties payable on this Deed shall be paid by the Company.

22. (a) Any document which may be issued or given to or served upon the Company under this Deed will be deemed to have been sufficiently issued or given to or served upon the Company if it is handed to an officer of the Company or sent by facsimile transmission to or sent by prepaid post to or is left at the address of the Queensland registered office of the Company or at such other address as is agreed between the parties hereto in writing for the purpose of service of documents.
- (b) Any document which is to be or may be issued or given to or served upon the Director-General under this Deed will be deemed to be sufficiently issued or given to or served upon the Director-General if it is handed to an officer or employee of the Department of Main Roads or sent by facsimile transmission to or is sent by prepaid post to or is left at the address of the District Director (Central) of the Department of Main Roads at 31 Knight Street, North Rockhampton in the State of Queensland.
- (c) Any document sent by prepaid post will be deemed to have been issued or given to or served upon the Company or the Director-General, as the case may be, at the time at which it would normally arrive in the ordinary course of the post at the address to which it is directed.
- (d) Any document sent by facsimile transmission shall be forwarded on the same day by prepaid post to the address provided above.
23. Any obligation, power, right or duty by this Deed required or expressed to be performed or vested in the Director-General may be performed by any successor of the Director-General or officer or employee of the Department of Main Roads and the Company agrees that it shall accept the actions of such successor, officer or employee as the actions of the Director-General for the purposes of this Deed.

24. The terms of this Deed shall be construed in accordance with the laws of the State of Queensland and the parties agree to be bound by the jurisdiction of the Courts of that State.

EXECUTED AS A DEED:

Executed by the STATE OF QUEENSLAND)
 by _____)
 as delegate of the Director-General,)
 DEPARTMENT OF MAIN ROADS)
 in the presence of:)
 _____)
 (Witness)

THE COMMON SEAL of)
 CALLIDE COALFIELDS PTY LTD)
 was affixed in accordance with its)
 Articles of Association by:)
 _____)
 in the presence of:)
 _____)
 (Witness)

DIRECTOR



SECRETARY

**CONDITIONS OF APPROVAL
FOR CARRYING OUT
WORKS WITHIN THE
BOUNDARIES OF
STATE-CONTROLLED ROADS**

1.0 Prior Approval

All proposed work within the boundaries of any State-controlled road must be referred in writing to the District Director. No work shall be commenced without prior written approval of the District Director.

Correspondence shall be addressed to:

**District Director
Queensland Department of Main Roads
31 Knight Street
North Rockhampton Qld 4700**

Detailed Engineering Plans and Specifications of the proposed works must be approved by the District Director before a works permit is issued.

2.0 Works Permit

A Works Permit will be issued by Queensland Department of Main Roads (Main Roads) Works Inspector at the pre-start meeting (subject to the satisfaction of Main Roads requirements). A copy of the Works Permit is to be held on the job site at all times. The Works permit shall comprise the following data:

- ▶ Detail the location of the works.
- ▶ Detail the extent/type of works.
- ▶ State the hours of work.
- ▶ State the contractors estimated completion date (subject to agreement with the Works Inspector).
- ▶ State the policy number and liability insurance supplier.
- ▶ State the name and address of the Supervising Professional Engineer.
- ▶ State any job specific requirements requested by the Main Roads Works Inspector.
- ▶ Be signed by both Main Roads and Contractor's representative.

The Permit shall expire ten (10) working days after the estimated date of completion of works. If works remain incomplete, application must be made to the Main Roads Works Inspector for an extension. The Works Permit must be produced if requested by any Officer of the Department or Local Government.

No work shall be conducted within State-controlled Road Boundaries without a current Works Permit.

3.0 Contractor

Works shall be carried out by a competent Contractor experienced in executing works of a similar nature to the works proposed and who is acceptable to Main Roads.

4.0 Supervision

All works within the State-controlled road reserve shall be supervised by a Professional Engineer eligible for Corporate Membership of the Institution of Engineers Australia and experienced in roadworks construction. Where the owner or developer does not have such a Professional Engineer in his employ, a Consulting Professional Engineer shall be retained for the purpose of supervising the works. The name and address of the Engineer must be forwarded to the District Director before a works permit is issued.

5.0 Program of Work

Any works affecting through traffic, ie. on or adjacent to the through pavement shall be carried out strictly in accordance with a program which must be submitted by the Contractor through the Supervising Engineer for approval of the District Director before approval to proceed with the work will be given.

The Contractor may be required to submit, through the Supervising Engineer, a Quality Plan and/or copy of the Quality Assurance system to be implemented for the duration of the works. The Contractor's Quality Assurance system shall be available for audit by Main Roads at any time.

6.0 Environmental Management

An Environmental Management Plan complying with MRS 11.51 shall be approved by the District Director prior to the commencement of works on site. Any proposed variation to this plan must be submitted and approved prior to implementing the variation. The Contractor's Environmental Management Plans shall be available for audit by Main Roads at any time.

7.0 Works Approval

(a) Main Roads Representative

The Inspector representing Main Roads shall be as nominated in the Schedule attached.

(b) Prestart Meeting

It will be necessary for the Supervising Engineer to contact the Inspector, a minimum of fourteen (14) calendar days prior to the proposed commencement of works, to arrange a prestart meeting with the successful Contractor and Supervising Engineer. No work shall commence within the road reserve prior to this meeting. A formal permit (Works Permit) to proceed with the works will be issued at the prestart meeting.

(c) **Post-Construction Meeting**

It will be necessary for the Supervising Engineer to contact the Works Inspector to arrange a final inspection and post-construction meeting. Formal acceptance of works and notification of the commencement of the on-maintenance period (Clause 15) will be granted after a formal request in writing is submitted and the works are deemed to be completed to the satisfaction of Main Roads.

8.0 Specifications

Generally, all materials and processes shall be in accordance with Main Roads current Specifications, Addenda, Standard Drawings (See Section 19.8), and/or the appropriate AUSTRROADS and Australian Standards.

9.0 Materials Testing

The Contractor's Supervising Engineer must ensure all necessary testing in accordance with the Main Roads Specifications and Addenda (Section 19). Certified copies of the test results must be supplied to the District Director when they come to hand. All tests shall be carried out by a N.A.T.A. certified laboratory to Queensland Transport/ Main Roads test methods, which should be nominated to the Works Inspector at the pre-start meeting. The position of these results should be related to a pegged chainage if applicable. Departmental testing staff may carry out check (audit) testing if deemed necessary. The cost of this testing will be recoverable from the Owner or Developer.

10.0 Safety

The "Principal Contractor for a construction workplace", as defined by the Queensland Workplace Health and Safety Act (1995) (Clause 13.1), shall be:

- (a) "the person appointed as the principal contractor by the owner of the workplace; or"
- (b) "if no principal contractor is appointed - the owner of the workplace".

11.0 Provision for Traffic

All measures necessary for the safety of traffic; the cost of complying with the requirements of Main Roads Specification "MRS 11.02 - Control of Vehicular Traffic at Roadworks" and the supply of signs in accordance with the "Roadworks Signing Guide", and the "Manual of Uniform Traffic Control Devices"; shall be the responsibility of the Contractor.

Works Permits may be immediately revoked and all work ceased within the State-controlled Road Reserve if there is a breach of the Provision for Traffic requirements.

12.0 Operations

The Contractor in his operation must not unnecessarily obstruct any side road access, break down any fences, obstruct any drain or water course, or damage existing road construction. The Contractor must at once remove such obstructions, make adequate provision for traffic and immediately repair any damages. The District Director reserves the power to do this work after giving the Contractor's Supervising Engineer twenty-four (24) hours notice of intentions to act and the whole of the cost of such work incurred by Main Roads will be recovered from the Owner or Developer.

13.0 Site Access

Departmental staff must be permitted access to the works for the purpose of ensuring that Departmental requirements are met.

14.0 Re-establishment

All areas affected by the construction work shall be re-established to the standard observed prior to the commencement of construction or to the satisfaction of the Main Roads Inspector.

15.0 Maintenance

The on-maintenance period shall commence upon formal notification, by Main Roads, after satisfactory completion of all works. The Owner or Developer shall be responsible for the maintenance and repair of all works covered by this approval for a period of not less than six (6) months attached from the date of acceptance of such works by the District Director.

If satisfactory maintenance is not carried out within this period then the District Director may arrange for necessary works and the whole of the cost of such work incurred will be recovered from the Owner or Developer.

The Owner or Developer shall hold Public Liability Insurance for the full on-maintenance period in accordance with Clause 17.

Main Roads shall require a monetary bond as a guarantee of the contractors commitment to fulfil the requirements during the on-maintenance period.

It is the responsibility of the Owner or Developer at the end of the above-mentioned specified period to request in writing for an inspection to be conducted. It shall remain the responsibility of the Owner or Developer to maintain the works until defects have been rectified and the District Director has advised that all requirements have been satisfied.

The Department will not accept any responsibility for future maintenance of the works except for sections specifically defined in the Special Conditions.

16.0 Cost

Main Roads will not pay for any of the works unless otherwise agreed.

17.0 Indemnity

- 17.1 Subject to the next paragraph of this Clause, the Principal Contractor shall indemnify and keep indemnified the Director-General, Department of Main Roads for and on behalf of the State of Queensland and all officers, employees and agents of the State of Queensland (hereinafter referred to as "the State of Queensland") against all loss of or damage to the property of the State of Queensland (including the State-controlled road) and from and against any claim, demand, action, suit or proceeding that may be made or brought by any person against the State of Queensland, or the servants or agents of the State of Queensland or any of them in respect of personal injury to or the death of any person whomsoever or loss of or damage to any property whatsoever arising out of or as a consequence of the construction or maintenance of the works by the Principal Contractor or their employees, agents or subcontractors and also from any costs and expense that may be incurred in connection with any such claim, demand, action, suit or proceeding.

The Principal Contractor shall not, under the preceding paragraph of this Clause be rendered liable for or in respect of personal injury to or the death of any person or loss of or damage to property resulting from any breach by the State of Queensland of any negligent act or omission of the State of Queensland, or for or in respect of any claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto.

- 17.2 Before commencing work the Principal Contractor shall take out a Public Liability Policy of Insurance for not less than \$5M in the joint names of the State of Queensland, the Principal Contractor and all subcontractors employed from time to time in relation to the works to be carried out for their respective rights and interests to cover their liabilities to third parties including the liabilities as set out in Clause 17.1.

The Public Liability Policy of Insurance shall include a cross-liability Clause in which the insurer agrees to waive all rights of subrogation or action that he may have or acquire against all or any of the person comprising the insured and for the purpose of which the insurer accepts the term "insured" as applying to each of the person comprising the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased thereby).

The Public Liability Policy of Insurance shall be for an amount not less than the sum stated in the Schedule attached and shall be effected with an insurer or insurers approved in writing by the State of Queensland and in terms approved in writing by the State of Queensland, which approvals shall not be unreasonably withheld. The policy shall be maintained until the State of Queensland has issued the final clearance in accordance with Clause 15.

- 17.3 Before commencing work the Principal Contractor shall ensure that suitable insurance policies are taken out giving cover to the Principal Contractor and all subcontractors against any liability, loss, damage, claim, demand, action, suit or proceeding, costs and expenses whatsoever arising at Common Law or under any statute or other legislative provision, including any statute or such provision relating to worker's compensation, as a result of personal injury to or death of any person employed by the Principal Contractor or by any subcontractor in or about the execution of the work.
- 17.4 Before commencing work and whenever requested in writing from time to time thereafter to do so by the State of Queensland, the Principal Contractor shall provide evidence to the satisfaction of the State of Queensland of the insurances affected and maintained by the Principal Contractor and his subcontractors for the purpose of Clauses 17.2 and 17.3. If, after being requested in writing by the State of Queensland to do so, the Principal Contractor fails to provide evidence of compliance with its insurance obligations under Clauses 17.2 and 17.3 which is to the satisfaction and approval of the State of Queensland, the State of Queensland may effect and keep in force any such insurance and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Principal Contractor to the State of Queensland.

The Principal Contractor shall ensure that each policy of insurance effected as required by Clauses 17.2 and 17.3 shall contain provisions acceptable to the State of Queensland that will:

- (a) Require the insurer, whenever the insurer gives to or serves upon the Principal Contractor or a subcontractor a notice of cancellation or any other notice under or in relation to the policy, at the same time to inform the State of Queensland in writing that the notice has been given to or served upon the Principal Contractor or the subcontractor; and
- (b) Provide that a notice of claim given to the insurer by the State of Queensland or the Company or a subcontractor shall be accepted by the insurer as a notice of claim given to the insurer by the State of Queensland and the subcontractor, as the case may require.

The Principal Contractor shall, as soon as practicable, inform the State of Queensland in writing of the occurrence of an event that may give rise to a claim under a policy of insurance effected as required by Clauses 17.2 and 17.3 and shall ensure that the State of Queensland is kept fully informed of subsequent action and developments concerning the claim. The Principal Contractor shall take such steps as are necessary or appropriate to ensure that a subcontractor will, in respect of an event or claim of a like nature arising out of or relating to the operations or responsibilities of the subcontractor, take in relation to the State of Queensland the like action to the which the Company is required to take under this paragraph.

The effecting of insurance as required by Clauses 17.2 and 17.3 shall not in any way limit the liabilities or obligations of the Principal Contractor.

18.0 Design and Construction

The approval of Engineering Plans and Specifications by the District Director prior to construction does not warrant that such Plans and Specifications have been checked in detail. The District Director does not accept any responsibility for the accuracy of such Plans and Specifications as approved. It is assumed that the Developers Engineer has executed sound engineering judgement when preparing the Plans and Specifications and that all site conditions and Main Roads requirements have been taken into account. Any deficiencies, therefore, which come to the attention of the District Director during construction shall be rectified at the cost of the Developer.

All Engineering Plans and Specifications submitted for approval shall be in accordance with "Basic Requirements for Engineering Drawings and Specifications for Roadworks Within State-Controlled Road Boundaries".

19.0 Special Conditions

19.1 The work may be carried out by Local Government under the supervision of the Local Government Engineer on behalf of the Owner or Developer. (In this case Clause 3 and 4 do not apply).

19.2 The work may be carried out by contract under the supervision of the Local Government Engineer.

19.3 Pavement depths and materials shall be approved by the District Director after testing of the subgrade.

19.4 The method of joining to the existing pavement shall be submitted to the District Director for his approval prior to placing of the new pavement.

19.5 Schedule of Items (Works Descriptions)

The descriptions of scheduled Items shall match, where possible, standard Main Roads Items from the appropriate specifications.

19.6 Addenda

Addenda are Job Specific Works Requirements. Approval of works will be subject to conformance with addenda requirements.

19.7 Submission/Calculation of Pavement Design and Test Results

- ▶ The pavement shall be designed in accordance with the Main Roads Pavement Design Manual.
- ▶ Pavement designs and Design Traffic Calculations shall be submitted on Forms; Appendix 'I' and 'L' of the Main Roads Pavement Design Manual.

- ▶ Subgrade CBR test results shall be submitted on Forms; Appendix 'J' or 'K' of the Main Roads Pavement Design Manual (if practicable).
- ▶ Pavement depths shall be subject to final approval by the District Director; Main Roads, Central District; after reviewing the test results of Pavement/Subgrade submitted by the Client.

19.8 Main Roads Standard Drawings

Main Roads Standard Drawings may be required for the carrying out of the works. Approval of works will be subject to conformance with Standard Drawings requirements.

19.9 Main Roads Specifications

The following Main Roads Specifications will be required for the carrying out of the works.

Where any such Specification referred to has been amended or superseded by another specification prior to the acceptance of the Contractor by Main Roads, the latter shall apply.

ROADWORKS SPECIFICATIONS

MRS/Form No.	TITLE
11.01	Introduction to Standard Roadwork Specifications
11.02	Control of Vehicular Traffic at Roadworks
11.03	Drainage, Retaining Structures and Protective Treatments
11.04	General Earthworks
11.05	Unbound Pavements
11.06	Reinforced Soil Structures
11.07	In Situ Stabilised Pavements
11.08	Plant-Mixed Stabilised Pavements
11.10	Plant Requirements for Hot-Mixed Asphalt
11.11	Sprayed Bituminous Surfacing (excluding Emulsions)
11.12	Sprayed Bituminous Emulsion Surfacing
11.13	Bituminous Slurry Surfacing
11.14	Road Furniture
11.16	Landscaping
11.17	Bitumen

P3039

MRS/Form No.	TITLE
11.19	Bitumen Cutter and Flux Oils
11.20	Medium Curing Cutback Bitumen
11.21	Bitumen Emulsion
11.22	Supply of Cover Aggregate
11.23	Supply and Delivery of Quicklime and Hydrated Lime for Road Stabilisation
11.24	Manufacture of Precast Concrete Culverts
11.25	Manufacture of Precast Concrete Pipes
11.27	Manufacture of Fibre Reinforced Concrete Drainage Pipes
11.28	Site Establishment, Camp and Transport of Principal's Materials
11.30	Dense Graded Asphalt Pavements
11.34	Open Graded Asphalt Pavements
11.50	Specific Quality System Requirements
11.51	Environmental Management
11.63	Cast-In-Place Piles
11.65	Precast Prestressed Concrete Piles
11.66	Driven Steel Piles
11.67	Bitumen Slip Layer On Piles
11.70	Concrete
11.71	Reinforcing Steel
11.73	Supply of Prestressed Concrete Members and Stressing Bars
11.74	Supply and Erection of Prestressed Concrete Deck and Kerb Units
11.75	Supply and Erection of Prestressed Concrete Girders and Reinforced Concrete Deck
11.77	Supply and Erection of Steel Girders and Reinforced Concrete Deck
11.78	Fabrication of Structural Steel work
11.79	Fabrication of Aluminium Bridge Barrier
11.80	Supply and Erection of Bridge Barrier
11.82	Bearings, Joints, Fillers and Built-In Items for Bridges
11.83	Anti-Graffiti Protection
11.86	Preparation of Bridge widening
11.91	Electrical Ducts and Pits
11.92	Road Lighting Footings
11.93	Traffic Signal Footings
11.1106	Material Requirements for Electrical Conduit

P3999

20.0 Inspections

No pavement material shall be laid nor shall any priming or sealing be carried out until the finished subgrade, finished pavement, and any job specific requirements have been assessed by the Main Roads Inspector. At the inspections, tests may be carried out, in accordance with specifications and addenda applying to the particular works.

All relevant certificates of tests carried out for any works within State-controlled road boundaries must be available for the Inspector's perusal.

The Contractor shall supply, or bear the cost of acquiring all equipment needed for the inspection tests.

21.0 As-Constructed Drawings

As-constructed full sized marked up drawings of approved intersections, accesses, widening or general roadworks are required to be submitted to Main Roads prior to the works being accepted "On Maintenance".

NOTE:

Reference to the District Director includes those Officers of Main Roads who have been delegated authority to act on the District Director's behalf.

THE SCHEDULE

In accordance with Clause 7 of the Conditions, supervision shall be performed by the Queensland Department of Main Works Inspector

The Works Inspector shall be:

Patrick Rolfe - Phone No. (0418) 186 141

In accordance with Clause 17.2 the Public Liability Policy of Insurance shall be for an amount not less than FIVE MILLION DOLLARS (\$5,000,000).

The period for which the Principal Contractor shall be responsible for maintenance of the works shall be not less than six (6) CALENDAR MONTHS from the date of acceptance.

22.0

• a) **PROVISION OF BOND**

Prior to the establishment of a pre-start meeting and the issuance of a works permit by the Department the Developer shall lodge with the Department a bond in an amount equal to \$2000 or 6% of the contract sum for portion of works in the road reserve (whichever is the greater) for works to be carried out within the State-controlled road reserve.

• b) **PURPOSE OF BOND**

The Bond is applied for the purpose of:

1. Ensuring the due and proper performance and completion of works the subject of this approval by the Developer.
2. Recovering the cost of urgent action if necessary to protect the works under the contract, other property, or people if the Developer or his nominated site representative fails to take the said urgent action.

If time permits, the Superintendent shall give the Developer or his nominated site representative prior written notice of the Department's intention to take action under this clause.

• c) **FORM OF BOND**

The applicable Bond shall be in each case either of the following:

1. Cash or
2. Two unconditional irrevocable bank guarantees each being 50% of the total bond amount from a financial institution in a form approved by the Department.

The costs of and incidental to providing each bond (including without limitation all stamp duty and other taxes payable in respect to the bond) shall be borne by the Developer.

• d) **RELEASE OF BOND**

50% of the total bond amount being held shall be released at satisfactory completion of works (On Maintenance) and the final 50% released six (6) months later (Off maintenance). The Department reserves the right to withhold 100% of the bond amount for the six (6) month maintenance period, should the works be accepted on maintenance subject to certain remedial works being undertaken during or at the completion of the maintenance period.

P 3019

Facsimile

Central District Office
Queensland Department of Main Roads
1st Floor, 31 Knight Street North Rockhampton
Box 5096 Rockhampton Mail Centre Q 4702 Telephone (07) 49311500 Facsimile (07) 49275020

DATE: 23/3/99
ENQUIRES TO: Mr Greg Miles
(Engineer, Transport Planning)
TELEPHONE: (07) 49311509
OUR REFERENCE: 8/46A/-
YOUR REFERENCE: CANINE OVERBRIDGE
ATWSON HIGHWAY (GLADSTONE - BILGERA)

TO: FRASER OSBORNE (ONS) Pty Ltd
63 WILLS ST, TOWNSVILLE

FAX NO: 07 47 242 210 07 47 716 911

FROM: DISTRICT DIRECTOR (ROCKHAMPTON)

This facsimile is confidential to the addressee. It may also be privileged. Neither the confidentiality nor any privilege attached to this facsimile is waived, lost or destroyed by reason that it has been mistakenly transmitted to a person or entity other than the addressee. Any unauthorised use of the contents is expressly prohibited. If you are not the addressee please notify us immediately by telephone or facsimile at the number provided above and return facsimile to us by post at our expense.

Transmission problems should be directed to (07) 49311504 or (07) 49311522.
Number of pages transmitted, including this page (.....)

Ref your fax request of 9 March 99 (Ref T6244) in relation to amending the surface drainage hereath the overbridge. To expedite future maintenance the design changes as shown on Drawing No CCF1010-156 Rev B are approved. Please insure that the "as constructed" plans presented for this job include these changes.

for District Director (Rockhampton)

1 Resp sure (on behalf of the side road fields)

TRANSMIT CONFIRMATION REPORT

NO. : 003
RECEIVER :
TRANSMITTER : GLADSTONE.POST.SHOP 0749925851
DATE : 24 MAR '99 9:19
DURATION : 01'17
MODE : STD
PAGES : 02
RESULT : OK

FRASER OSBORN (QLD) PTY LTD

ACN 010 616 207 (Inc. in Queensland)

CONSULTING ENGINEERS

RECEIVED	OKA	
BY		
DATE	9.3.99	
COPY TO	ACTION	NOTE
GSM		✓
FILE		

63 WILLS STREET
GPO BOX 1124
TOWNSVILLE Q 4810

Telephone: (07) 47 727 011
Modem: (07) 47 242 210

FAX REF: T 6244

PAGE No.: 1 of 3

FACSIMILE TRANSMISSION

Originating Fax (✓): (07) 47 716 911 or (07) 47 211 160
(Please reply to originating fax)

RECORDS
DMS: P.5088.....
FILE: 54.5/82.

THIS FACSIMILE MESSAGE MAY CONTAIN CONFIDENTIAL AND PRIVILEGED INFORMATION AND IS INTENDED ONLY FOR USE BY THE ADDRESSEE. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE NOTIFY US IMMEDIATELY AND DESTROY THE ORIGINAL MESSAGE. THANK YOU.

TO: Main Roads DATE: 9.3.99

Rockhampton FROM: _____

ATTN: Greg Miles FAX No.: 07 4927 5020

SUBJECT: Greg
As requested by following modification
to shoulder treatment and guardrailing

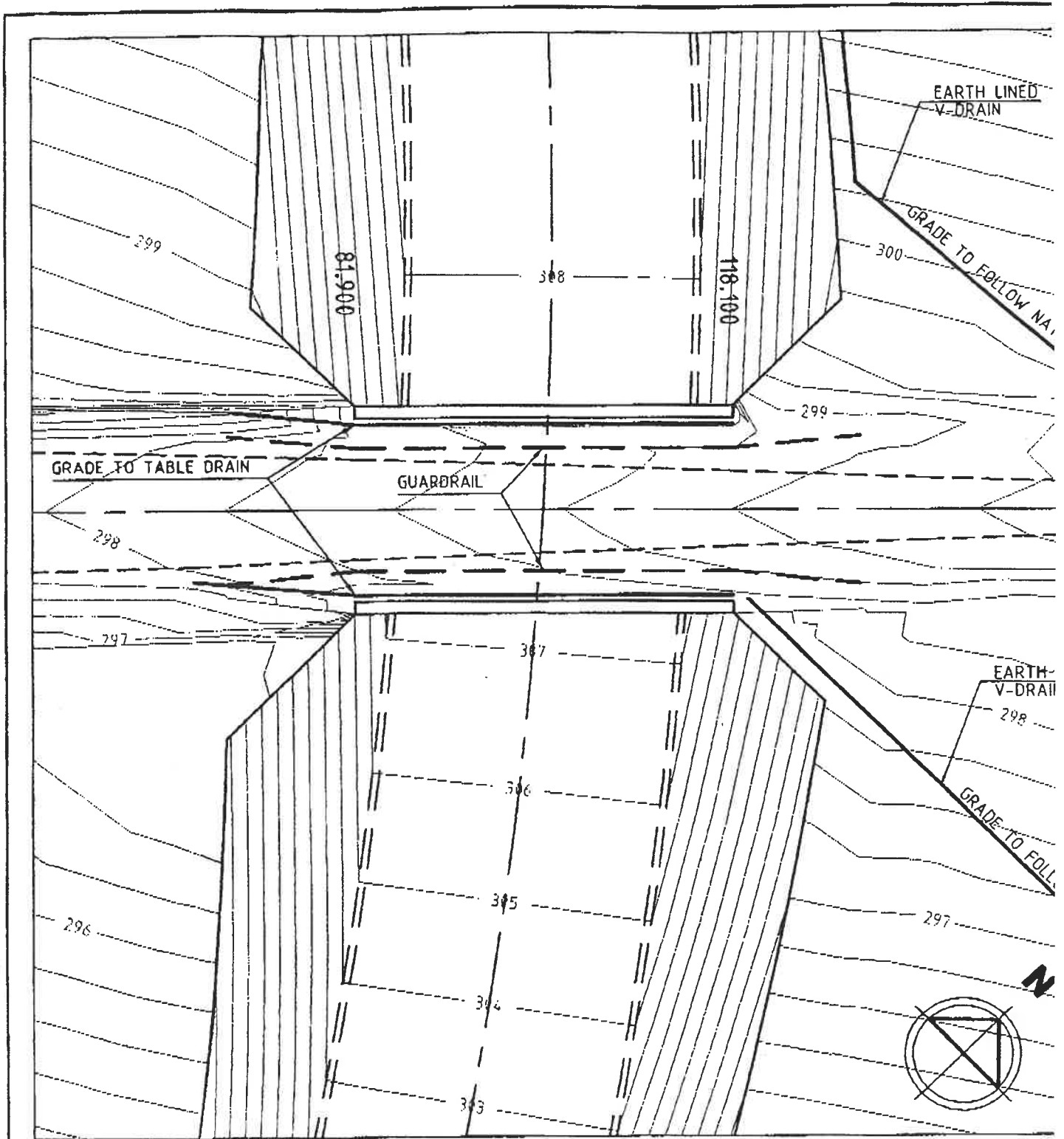
Regards
Ken

cc: 1

COPIED FOR JOB FILE:

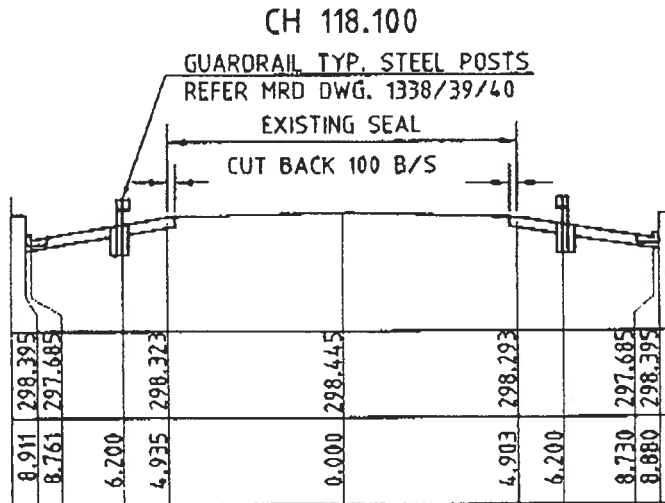
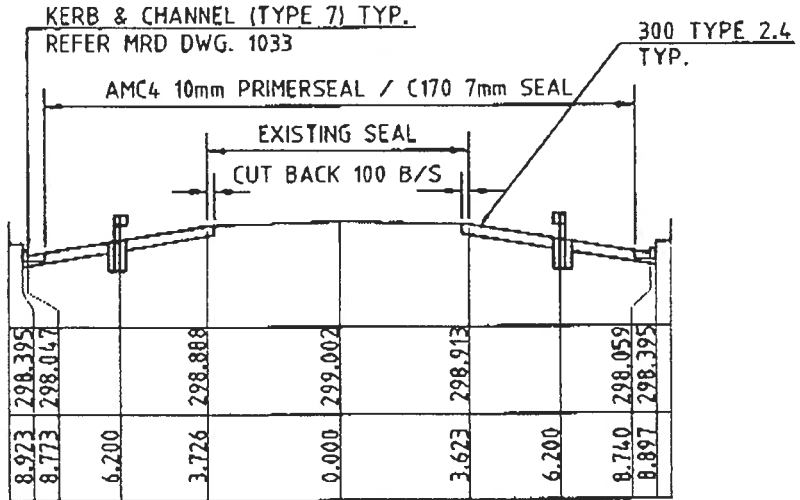
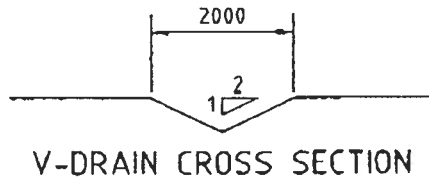
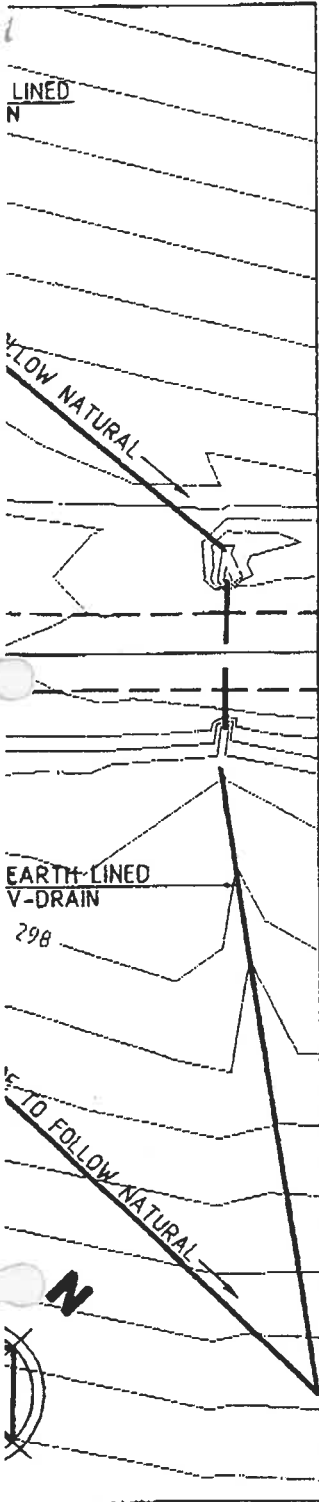
FF-08a ISSUE 06





				FRASER OSBORN (QLD) PTY. LTD.		Client	CAI
				CONSULTING ENGINEERS ACN 010 616 207 (INC IN QUEENSLAND)		Project	
				P.O. BOX 1124 TOWNSVILLE QLD. 4810 PHONE (07) 4772 7011 FAX (07) 4771 6911		Title	
B	REPL. CONC. TABLE DRAIN W/ SEAL	KM	9/3/9				
Rev.	Details	By	Ch'd	Date			

THIS DRAWING IS THE PROPERTY OF FRASER OSBORN (QLD) PTY. LTD. IT IS SUBJECT TO RETURN UPON DEMAND AND MAY NOT BE PASSED ON TO ANY OTHER PARTY DIRECTLY FOR ANY OTHER PURPOSE THAN THE MANUFACTURE OR CONSTRUCTION OF EQUIPMENT, OR IN THE DESIGN AND INSTALLATION OF FACILITIES TO WHICH IT RELATES.



CH 81.900

Client: CALLIDE COALFIELDS PTY. LTD. Project: LINK HAUL ROAD Dawson Highway Guardrails & Drainage Cross Sections	Designed	KM		2/99	Job No. CCF1010
	Drawn	KM		2/99	
	Checked	CIF		2/99	Drawing No. CCF1010-16
	Approved	CIF		2/99	
	Name	Signat.	Date		
Scale	1:500			Rev.	A B

NOT TO BE USED FOR ANY THIRD PARTY, OR USED DIRECTLY OR INDIRECTLY TO THE ORDER OF FRASER OSBORN (QLD) PTY. LTD.

DATE OF LAST UPDATE: 23/2/99

PATH: CCF1010
DRG. SIZE:

FILE: 1010-16
PLOT SCALE: 1=2

TOTAL P.03

Pages 78 through 82 redacted for the following reasons:

Legal Professional Privilege

Released under RTI - DTMR



QUEENSLAND GOVERNMENT
RECORDS
DMS: P5105
FILE: 545/82

Facsimile

Central District Office
Queensland Department of Main Roads
1st Floor, 31 Knight Street North Rockhampton
Box 5096 Rockhampton Mail Centre Q 4702 Telephone (07) 49311500 Facsimile (07) 49275020

DATE: 24/3/99
ENQUIRES TO: Mr Greg Miles
(Engineer, Transport Planning)
TELEPHONE: (07) 49311509
OUR REFERENCE: 8/x6A/1 545/82
YOUR REFERENCE:

TO: PROPSURV PTY LTD c/- GORDON'S SITE OFFICE
..... ATLINK OVERBRIDGE

FAX NO: 07 49924012 499 25551

FROM: DISTRICT DIRECTOR (ROCKHAMPTON)

This facsimile is confidential to the addressee. It may also be privileged. Neither the confidentiality nor any privilege attached to this facsimile is waived, lost or destroyed by reason that it has been mistakenly transmitted to a person or entity other than the addressee. Any unauthorised use of the contents is expressly prohibited. If you are not the addressee please notify us immediately by telephone or facsimile at the number provided above and return facsimile to us by post at our expense.

Transmission problems should be directed to (07) 49311504 or (07) 49311522.
Number of pages transmitted, including this page (.....2.....)

As requested PropSurv has attached
fax with the design variation as per
drawing No CCF1010 + 16 Rev B duly
approved
Regards

Facsimile

Central District Office
Queensland Department of Main Roads
1st Floor, 31 Knight Street North Rockhampton
Box 5096 Rockhampton Mail Centre Q 4702 Telephone (07) 49311500 Facsimile (07) 49275020

DATE: 23/3/99
ENQUIRES TO: Mr Greg Miles
(Engineer, Transport Planning)
TELEPHONE: (07) 49311509
OUR REFERENCE: 8/46A
YOUR REFERENCE: SHANNON OVERBRIDGE
ATWSON HIGHWAY (GLADSTONE-BILGERA)

TO: FRASER OSBORNE (ONS) PTY LTD
63 WILLS ST, TOWNSVILLE

FAX NO: 0747 242210 0747 716911

FROM: DISTRICT DIRECTOR (ROCKHAMPTON)

This facsimile is confidential to the addressee. It may also be privileged. Neither the confidentiality nor any privilege attached to this facsimile is waived, lost or destroyed by reason that it has been mistakenly transmitted to a person or entity other than the addressee. Any unauthorised use of the contents is expressly prohibited. If you are not the addressee please notify us immediately by telephone or facsimile at the number provided above and return facsimile to us by post at our expense.

Transmission problems should be directed to (07) 49311504 or (07) 49311522.
Number of pages transmitted, including this page (.....)

Re your fax request of 9 March 99 (Ref T6244) in relation to amending the surface drainage beneath the overbridge. To expedite future maintenance the design changes as shown on Drawing N/O CCF1010-16 Rev B are approved. Please ensure that the "as constructed" plans presented for this job include these changes.

per District Director (Rockhampton)

cc: Repswine (on behalf of a 11 side road field)

TRANSMIT CONFIRMATION REPORT

NO. : 003
RECEIVER :
TRANSMITTER : GLADSTONE,POST.SHOP 0749925851
DATE : 24 MAR '99 9:19
DURATION : 01 '17
MODE : STD
PAGES : 02
RESULT : OK

Pages 86 through 105 redacted for the following reasons:

Legal Professional Privilege

Released under RTI - DTMR



9 October 1998

2344

OFFICER	ACTION	NOTE	COPY

WATERFRONT PLACE
 1 EAGLE STREET
 BRISBANE QUEENSLAND
 POSTAL ADDRESS
 PO BOX 7844
 WATERFRONT PLACE QLD 4001
 AUSTRALIA
 DX 102 BRISBANE
 TELEPHONE (07) 3226 6333
 INTERNATIONAL +61 7 3226 6333
 FACSIMILE (07) 3229 1066
 CONTACT
 (07) 3226 6228
 PARTNER
 (07) 3226 6113
 OUR REFERENCE
 SFS DJG 9800154

Mr Greg Miles
 Department of Main Roads
 Central District Office
 31 Knight Street
 NORTH ROCKHAMPTON QLD 4702

Dear Sir

Dawson Highway - Callide Overbridge Deed of Approval

We refer to your telephone conversation with Simon Scott on 9 October 1998.

Enclosed are four copies of the Deed of Approval to Construct, Maintain and Operate an Overbridge, executed by Callide Coalfields Pty Ltd. Could you please arrange for execution of all four copies of the Deed, including initialling the marked amendments and dating the agreement. Once the documents have been executed could you please return three copies to us.

If you have any further queries please contact [redacted] on (07) 3226 6228.

We thank you for your assistance in this matter.

Yours faithfully
MINTER ELLISON

enclosure

*4 copies signed by
 Ag [redacted] 13/10/98
 3 executed copies
 sent to Minter Ellison
 by overnight courier*

2344

13/10/98
 1 returned on file
 (see attached)

Central District Office
31 Knight Street North Rockhampton
Box 5096
Central Qld Mail Centre Q 4702



Enquiries: Mr Greg Miles
Telephone: (07) 49311509
Facsimile: (07) 49275020
Our Ref: 8/46A/1
GSM:KAH 9561

Your Ref:

545/82

2 September 1998

Minter Ellison
Lawyers
PO Box 7844
WATERFRONT PLACE Q 4001

Attention: 1 [redacted]

Dear Sir

Banana Shire
Dawson Highway (Gladstone - Biloela)
Proposed Callide Overbridge located 19km east of Biloela

I refer to your facsimile dated 14 August 1998, and advise that the authorised delegate of the Director-General, Department of Main Roads hereby approves the bypass route proposed by Callide Coalfields Pty Ltd and shown on attached Plan Number 4398-1. This route however would also require approval from Banana Shire Council with respect to the use of shire roads involved.

Yours sincerely

[redacted]
(Terry Hill)

DISTRICT DIRECTOR (ROCKHAMPTON)

Att/.

PREVIOUS
F6
1706 ✓

DRAFT

Callide Link Road

Road to be Closed
7034 m²

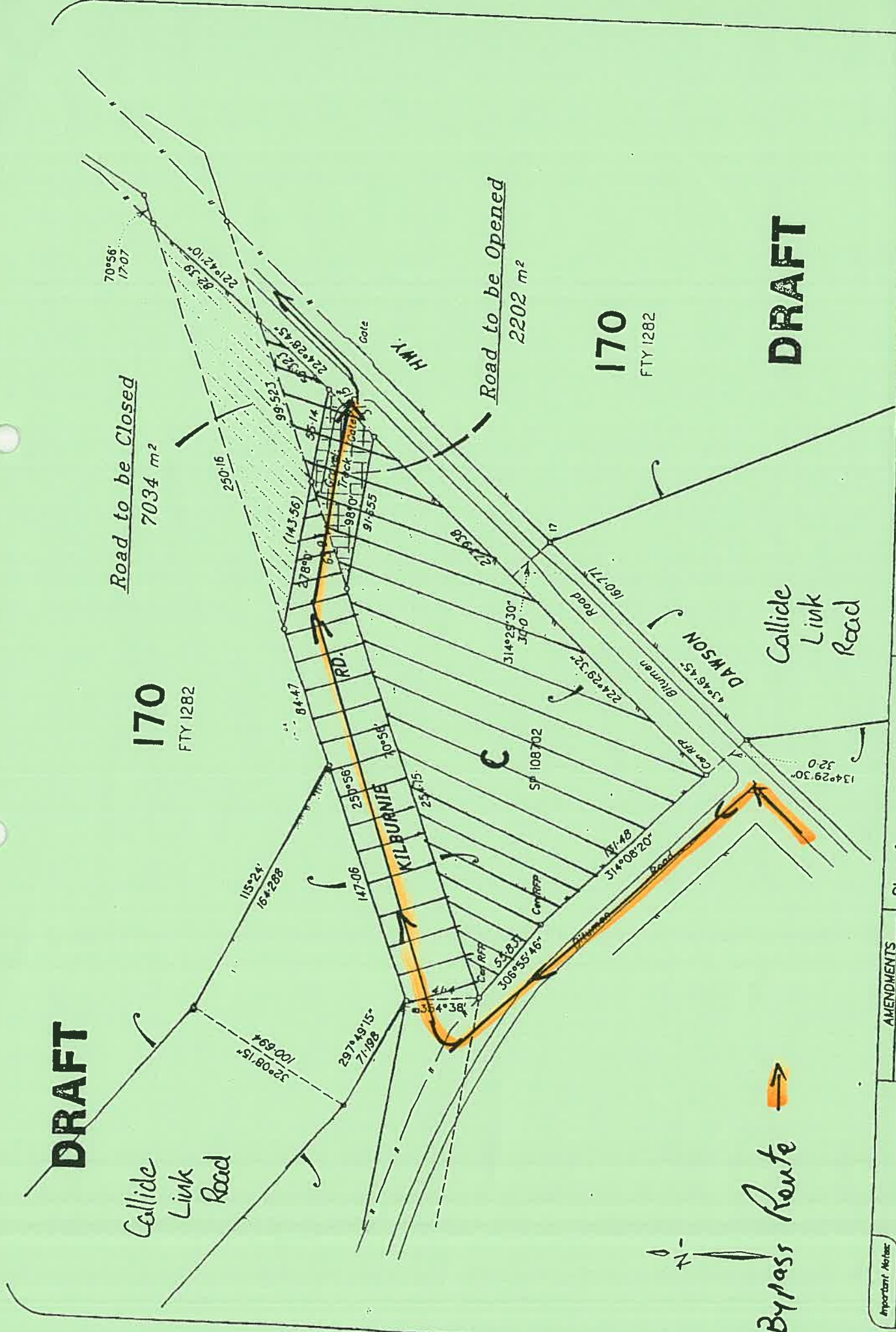
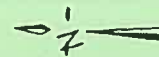
170
FTY 1282

Road to be Opened
2202 m²

170
FTY 1282

DRAFT

Bypass Route →



AMENDMENTS	DATE	APPROVED
Amended	5/7/20	CRS

Plan of Proposed Road Opening and Closing

Schneider Surveying Pty Ltd
SURVEYING, MAPPING &
DEVELOPMENT CONSULTANTS
181 East St, Northampton
Ph. (07) 49 27244 Fax. (07) 49 27166



APPROVED
DRAWN BY: []
CHECKED: []
DATE: []
PARISH: []
SPIER

C/c: Manager (Legal Services)
Legal & Legislation Branch
Queensland Transport
Capital Hill Building
George Street
BRISBANE Q 4000

Attention: Mr Grahame Hansen

For your information with respect to Callide Coal / Department of Main Roads
Overpass Agreement.

(Terry Hill)
DISTRICT DIRECTOR (ROCKHAMPTON)
2 September 1998

Tuesday, 4 May 1999

[Redacted]
Consultant Property Management Advisor
Callide Coalfields Pty Ltd
PO Box 384
BILOELA Q 4715

Dear Sir,

**Re: Dawson Highway (Gladstone - Biloela)
Callide Coalfields Overbridge Agreement**

In accordance with the conditions of approval for carrying out work within the boundaries of State Controlled Roads (DOF P06 7/98), which were included with the development agreement for this project, approval is hereby granted for practical completion of this project as of 22 April, 1999.

This approval is granted subject to the satisfactory repairs of the following defects within a 6 month defect liability period ending 27 October, 1999:-

- ◆ Installation of all permanent traffic signs and subsequent removal of temporary signs.
- ◆ Provision of bypass fencing and locked gate
- ◆ Revegetation of embankment batters and other exposed areas within road reserve
- ◆ Reinstatement of damaged seal on highway beneath and on western side of overbridge.
- ◆ Eastern access of heavy vehicle detour opposite KPM Rifle Range.- Table drain to be redirected towards the existing 3 x 600 ϕ pipes under highway and provide concrete rip rap scour protection for adjacent highway embankment.
- ◆ The above defects were discussed by Ron Cassin (CC) Greg Miles (DMR) on site on the 22nd April and the above measures to remove these defects agreed to.

Yours sincerely

[Redacted]
(Terry Hill)
DISTRICT DIRECTOR (ROCKHAMPTON)

11

C/c:

[REDACTED]
Fraser Osbourne (Qld) Pty Ltd
83 Willis Street
TOWNSVILLE QLD 4810

For your information copy of letter attached.

Would you please arrange to forward the "As Constructed" plans for this project in due course.

Thanking you.

(Terry Hill)

DISTRICT DIRECTOR (ROCKHAMPTON)

5 May 1999

**PHOTOGRAPHS of SITE VISIT R.CASSIN (CC) & G.MILES(DMR)
on 22 APRIL,1999.**

File 545/82

- Photo 1: Looking west from overbridge.
- Photo 2: Guard rail and kerb & channel at north western side of overbridge on highway
Full width seal to kerb.
- Photo 3: Guard rail & kerk looking towards east on southern side of highway under
bridge.
- Photo 4: Arch units looking upwards.
- Photo 5: Guard rails, kerb & channel, side view of arch units looking towards Biloela on
southern side of highway.
- Photo 6: Batter shute on southeastern batter to bridge.
- Photo 7: Looking towards Biloela "Clearance 5.7m"
- Photo 8: Retaining wall units and embankment looking to north.
- Photo 9 : Looking towards Gladstone "Clearance 5.7m"
- Photo 10: Site plant southern side of highway.
- Photo 11: Looking north site clean up works still in progress.
- Photo 12: Sealed heavy vehicle detour with temporary signs. Permanent signs to be
installed in defects liability period.
- Photo 13: Another photo of detour taken almost opposite bridge where turning radius is
tightest.
- Photo 14: Looking towards Gladstone from Biloela side of bridge.
- Photo 15: Looking towards Biloela at end of deceleration lane on western side of bridge.
Note temporary sign still utilized.
- Photo 16: View from Argoon-Kilburnie Road towards highway.
- Photo 17: Road Closed signage for detour in place for western leg.
- Photo 18: Rolling in progress northwestern side of bridge approaches.
- Photo 19: Site clean up northwestern sector.
- Photo 20: Note fully compacted eathern wall and approach embankment to northwestern
bridge barriers.
- Photo 21: Site temporary levee bank adjacent to heavy vehicle detour.
- Photo 22: Road Closed signage for detour in place for eastern leg.
- Photo 23: Adjacent to outlet from 450 mm diameter pipe under eastern access of heavy
vehicle access. Note existing (temporary) stone pitching adjacent to highway
opposite gun club.
- Photo 24: Adjacent to above outlet looking towards Gladstone.
- Photo 25: Adjacent to above outlet looking across highway towards gun club.
- Photo 26: Existing highway drainage 3 X 600mm pipes.
- Photo 27: Looking up heavy vehicle detour from highway at eastern access. Minor
realignment of this table drain required to link up with existing 3 X 600mm
pipes under highway.

Guy Miles
28/4/99



Released under RTI - DTME







Released under RTI - DTMR





PP1021-101





Released under RTI - DTMR

















Central Region
Central District Office
PO Box 5096
Central QLD Main Centre Q 4702

Enquiries: Peter Egan
Telephone: 07 4931 1570
Facsimile: 07 4931 1552
Our Ref: 545/82 PDE:klf124
Your Ref:

6 October 1999

The Conveyancing Manager
Commonwealth Bank of Australia
Institutional Banking
Level 11
240 Queen Street
BRISBANE Q 4000

Dear Sirs

Re: Bank Guarantee by Callide Coalfields Pty Ltd

Attached find Original Bank Guarantee (lodged by Callide Coalfields P/L) as security deposit for the construction of overpass, Dawson Highway, Biloela Queensland.

This undertaking is no longer required by the Department.

Yours faithfully



†.
(Terry Hill)
DISTRICT DIRECTOR (CENTRAL)

*Enc (1)

C/c Propsurv P/L
PO Box 384
BILOELA Q 4715

For your information.

(Terry Hill)
DISTRICT DIRECTOR (CENTRAL)
6 October 1999

Central District Office
31 Knight Street North Rockhampton
Box 5096
Central Qld Mail Centre Q 4702

Enquiries: Mr Greg Miles
Telephone: (07) 49311509
Facsimile: (07) 49275020
Our Ref: 545/82
GSM:DMM 9692

Your Ref:

13 October 1998

Copy given
to CISM

Minter Ellison
Lawyers
PO Box 7844
WATERFRONT PLACE Q 4001

Attention: [Redacted]

Dear Sir

**BANANA SHIRE
DAWSON HIGHWAY (GLADSTONE - BILOELA)
CALLIDE OVERBRIDGE AGREEMENT**

I understand that you act for Callide Coalfields Pty Ltd in this matter.

Please find attached, as requested, three (3) duly executed copies of the Deed.

Please contact Greg Miles on telephone (07) 49311509, should you wish to discuss any aspects or further detail.

Yours sincerely

[Redacted Signature]
(Bill McKuvie)
A/DISTRICT DIRECTOR (ROCKHAMPTON)

* Enc

**APPROVAL TO CONSTRUCT, MAINTAIN AND OPERATE
AN OVERBRIDGE**

THIS DEED OF AGREEMENT is made the 13th day of October, 1998.

BETWEEN: The DIRECTOR-GENERAL, DEPARTMENT OF MAIN ROADS for and on behalf of The STATE OF QUEENSLAND ("the Director-General")

AND: CALLIDE COALFIELDS PTY LTD (A.C.N. 009 666 200) a company duly incorporated and having its registered office at Level 13, 133 Mary St. Brisbane ("the Company")

FR (A)

WHEREAS:

- A. The Company has requested approval to construct, maintain and operate an overhead bridge comprising a concrete arch structure and associated roadworks within the state controlled road reserve ("the overbridge") above and across the Dawson Highway at a location approximately 19 kilometres East of Biloela, as a component of a haulroad from Boundary Hill to Trap Gully.
- B. Section 47 of the Transport Infrastructure Act 1994 [Reprint No.5] requires the prior approval of the Director-General prior to the construction, maintenance, operation or conduct of ancillary works and encroachments within the boundaries of a State-controlled road.
- C. The overbridge is an ancillary work and encroachment and the Dawson Highway is a State-controlled road for the purposes of the Transport Infrastructure Act 1994.

- D. The Director-General has agreed to grant written approval to the Company to construct, maintain and operate the overbridge subject to the following terms and conditions.

TERMS AND CONDITIONS:

1. The overbridge shall be constructed by the Company in accordance with the "Conditions of Approval for Carrying Out Works Within the Boundaries of State-controlled Roads" (Form DOF.P06(3/98)), as detailed in Annexure "A" to this Deed, and all construction works within the boundaries of the State-controlled road (the Dawson Highway) shall be carried out in accordance with certified plans and specifications approved by the Director-General.
2. The works for construction of the overbridge will comprise:
 - (a) construction of a by-pass road along an existing adjacent local government road reserve to allow overpass construction works to be carried out on the Dawson Highway;
 - (b) excavation works within the Dawson Highway road reserve to allow the construction of suitable footings for the concrete arch overpass;
 - (c) installation of concrete arch components;
 - (d) construction of the overhead roadway across the Dawson Highway road reserve;
 - (e) reconstruction of the Dawson Highway road formation disturbed by the overbridge construction activities.
3. An environmental management plan in relation to the overbridge shall be submitted to the District Director (Central) of the Department of Main Roads for his approval prior to commencement of any construction works.
4. (a) To facilitate the movement of traffic along the Dawson Highway during the period of construction of the overbridge, the contractor shall construct and

maintain a bypass to a standard and at a location to be approved by the Director-General. ("the bypass").

- (b) It is the intention of both parties that the bypass remain operational after the completion of the construction of the overbridge for the duration of this Deed. The Company agrees to permit use of the bypass by overdimensional vehicles which could not otherwise obtain access under the overbridge. The company agrees to maintain the bypass for the safe use of the bypass by overdimensional vehicles for the duration of the Deed. After completion of the construction works, the bypass route is to be adequately secured by means of locked gates at both ends, to the satisfaction of the Director-General. The Company agrees to allow access to and keys to the locked gates to those persons who have the prior approval of the Director General to use the bypass.
- (c) The company agrees to erect and maintain clear signage, to the satisfaction of the Director General, directing the use of the bypass by overdimensional vehicles. Such signage is to indicate the procedure required to use the bypass and local contact telephone numbers for employees of the company controlling that procedure. The company shall ensure that all overdimensional vehicles which hold an appropriate approval from the Director General to use the section of the Dawson Highway over which the overbridge will be constructed may obtain access to the bypass at all reasonable times.

5. During construction of the overbridge, traffic using the Dawson Highway is to be controlled in accordance with the current version of the Manual of Uniform Traffic Control Devices, with delays to traffic being no longer than 15 minutes and traffic using the Dawson Highway not being side-tracked onto the by-pass for a period greater than 4 weeks unless approved in writing by the District Director (Central) of the Department of Main Roads.

6. Upon completion of the construction of the overbridge, the Director-General hereby authorises the Company to use, alter, repair, replace, reconstruct, maintain, and inspect the overbridge subject to the terms and conditions contained in this Deed.
7. The Company acknowledges and agrees that the Company does not and will not by virtue of any provision of this Deed obtain any estate or interest in the Dawson Highway or the land on which the Dawson Highway is located and that this Deed will operate and will be read and construed merely as a grant of an approval for the construction, operation and maintenance of the overbridge.
8. The Company shall operate the overbridge. However, with the prior written consent of the Director-General the Company may authorise other persons to operate the overbridge. In this clause "operate" shall include the control of traffic, the maintenance of the structure of the overbridge, the safety and control of any persons using the overbridge.
9. The Company shall duly and punctually pay all rates, taxes, assessments, duties, impositions and other outgoings whatsoever in respect of the overbridge which may be imposed, assessed, levied or charged by or payable to any duly constituted authority in that behalf and whether payable by the owner or occupier or party by each.
10. (a) Subject to the provisions hereof, this approval will remain in force for a period of ten (10) years commencing on the 19TH day of OCTOBER 1998 (hereafter referred to as "the date of commencement of this approval").
(b) If the Company requires a renewal of this approval at its expiration, the Company shall give notice in writing to the Director-General at least three (3) months before the expiration date and the Director-General may grant to the Company a renewal of this approval provided the Company complies with all the conditions of this deed..

11. (a) The Company shall maintain the overbridge and bypass in good repair and condition to the reasonable satisfaction of the Director-General.
- (b) The Company shall permit the Director-General and all officers, employees and agents of the Queensland Department of Main Roads at all reasonable times subject to three (3) days prior notice in writing to the Company to inspect the overbridge or bypass or any part or parts of it for the purpose of ascertaining whether the Company is duly observing and performing the terms and conditions of this approval. The Company shall give rights of access and egress over the lands on which the overbridge or bypass is situated to the Director-General and all officers, employees and agents of the Queensland Department of Main Roads for the purposes of this sub-clause.
- (c) The Director-General may by notice in writing direct the Company to remedy any defect or want of maintenance or repair of the overbridge or bypass which constitutes a breach of the terms and conditions of this approval. If the Company fails to obey any such direction to the satisfaction of the Director-General within a reasonable time prescribed by such notice, the Director-General may remedy the defect or want of maintenance or repair and recover all reasonable costs, charges and expenses in connection therewith from the Company in any court of competent jurisdiction. This right is in addition to any of the other rights of the Director-General under this approval.
- (d) Where the Director-General forms the view that an immediate danger to highway users exists due to the state of repair or operation of the overbridge or the bypass, the Director-General may, without the need to comply with the requirements contained in subclause (b) above, enter upon the overbridge or bypass and take any action whatsoever required to abate the immediate danger. Where the immediate danger results from a breach of the terms of this approval, the Director-General may recover all reasonable costs, charges and expenses incurred by the Director-General in connection with the abatement

from the company in any court of competent jurisdiction. This right is in addition to any of the other rights of the Director-General under this approval.

12. (a) (i) The Company shall give the Director-General fourteen (14) days written notice before undertaking any work on the overbridge or bypass and detail the work that is to be done and the proposed methods and timing for executing such works. The Director-General may in his absolute discretion shorten the fourteen (14) day period for giving notice.
- (ii) The Director-General may impose reasonable requirements in relation to the work referred to in (i) above to ensure compliance with the terms and conditions of this approval or to ensure the safety of highway users. The Company shall not commence such work until all requirements of the Director-General have been met and the Director-General has given approval in writing to the works.
- (iii) The Director-General may give reasonable directions to the Company concerning the work referred to in (i) above to ensure compliance with the terms and conditions of this approval or to ensure the safety of highway users while the work is in progress. The Company shall comply with any directions given by the Director-General as far as reasonably practicable.
- (b) The Company shall not take any action which may cause or require the prohibition, diversion or direction of any traffic on or using the highway, without the written consent of the Director-General which will not be unreasonably withheld. Where it is necessary for any of the purposes of this approval to prohibit, divert or direct any traffic on or using the highway the Company shall seek the approval of the Director-General and the Director-General may determine when such prohibition, diversion or direction of traffic shall take place, if at all, and may make arrangements and provide for such attendance of officers, employees and agents of the Queensland

Department of Main Roads as the Director-General considers are necessary or desirable for the safe and effective regulation of traffic in the locality of the highway. The Company shall pay to the Director-General the costs of and incidental to such arrangements and attendances as determined by the Director-General including any costs which are incurred by or demanded of the Director-General as a result of or in connection with such prohibition, diversion or direction of traffic.

- (c) Subclauses (a) and (b) do not apply to prevent the Company undertaking work on the overbridge to remedy situations where an immediate life-threatening danger to users of the overbridge or highway exists.
 - (d) In the case of an emergency where there is not a reasonable amount of time to comply with subclauses (a) and (b) the Company may take such action as is reasonable in the circumstances to prevent damage or injury without breaching subclauses (a) and (b). The Company shall give the Director-General notice of the action taken at the earliest opportunity. The Director-General may give directions or impose requirements on the action while it is being taken which the company must comply with. The Director-General may require the alteration or removal of any work that was done.
13. The Company shall not remove, alter or add to the overbridge without the prior written permission of the Director-General or paint or mark on the overbridge or attach to it any ornamentation, marking, sign, banner, flag, advertisement or other article without the prior written permission of the Director-General. The above shall not apply to prevent the Company undertaking work on the overbridge in the case of an emergency or to remedy situations where an immediate life -threatening danger to users of the overbridge or highway exist.

14. The Company shall use its best reasonable endeavours not to commit any act and to ensure that other persons do not commit any act, in relation to the overbridge which causes or may cause property damage, injury or danger to any person on the highway. The Company shall use its best reasonable endeavours not to omit to do any act and to ensure that other persons do not omit to do any act in relation to the overbridge, the omission of which causes or may cause property damage, injury or danger to any person on the highway.

15. The Company shall indemnify and keep indemnified the Director-General for -

- (a) any proceedings brought against;
- (b) any claim made upon; and
- (c) any loss or costs incurred by;

the Director-General, its servants or agents in respect of -

- (i) loss of life;
- (ii) personal injury; or
- (iii) damage to any person or property;

as a consequence of:

- (i) the construction;
- (ii) maintenance;
- (iii) existence; or
- (iv) use of the overbridge or bypass during the duration of this Deed.

This indemnity shall not include any matter the consequence of -

- (a) any negligence;
- (b) any ~~lawful~~ ^{unlawful} act; or
- (c) any wilful default;

of the Director-General, its employees in the course of employment or its agents acting with its authority.

16. (a) Before the date of commencement of this Deed, the Company shall take out a public liability policy of insurance in the joint names of the Director-General and the Company for their respective rights and interests to cover their liabilities to third parties, including the liabilities as set out in Clause 15.
- (b) The public liability policy of insurance shall include a cross-liability clause in which the insurer agrees to waive all rights of subrogation or action that he may have or acquire against all or any of the persons comprising the insured and for the purposes of which he insurer accepts the term "insured" as applying to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased thereby).
- (c) The public liability policy of insurance shall be for an amount not less than the sum of ten million dollars (\$10,000,000.00) for any single event, or such other amount as shall be notified in writing to the Company by the Director-General, and shall be effected with an insurer or insurers approved in writing by the Director-General, which approval shall not be unreasonably withheld. The policy shall be maintained during the currency of this Deed and any further Deed entered into by the parties with respect to the overbridge and bypass.

17. (a) Before the date of commencement of this Deed (and whenever requested in writing from time to time thereafter so to do by the Director-General) the Company shall produce evidence to the satisfaction of the Director-General of the insurance effected and maintained by the Company for the purposes of Clause 16. If, after being requested in writing by the Director-General so to do, the Company fails to produce evidence of compliance with its insurance obligations under Clause 16 which is to the satisfaction and approval of the Director-General, the Director-General may effect and keep in force any such insurance and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Company to the Director-General.
- (b) The Company shall ensure that the policy of insurance effected as required by Clause 16 shall contain provisions acceptable to the Director-General that will:
- (i) require the insurer, whenever the insurer gives to or serves upon the Company a notice of cancellation or any other notice under or in relation to the policy, at the same time to inform the Director-General in writing that the notice has been given to or served upon the Company; and
 - (ii) provide that a notice of claim given to the insurer by the Director-General or the company shall be accepted by the insurer as a notice given to the insurer by the Director-General and the Company.
- (c) The Company shall, as soon as practicable, inform the Director-General in writing of the occurrence of an event that may give rise to a claim under a policy of insurance effected as required by Clause 16 and shall ensure that the Director-General is kept fully informed of subsequent action and developments concerning the claim.
- (4) The effecting of insurance as required in Clause 16 shall not in any way limit the liabilities or obligations of the Company under other provisions of this Deed.

18. (a) In any of the following cases it shall be lawful for the Director-General without any notice or demand, except where specified herein, at any time to terminate this approval -
- (i) if there is any substantial breach, non-observance or non-performance by the Company of any of the terms or conditions of the approval;
 - (ii) if the Company enters into a scheme of compromise or arrangement with its creditors, a receiver or a receiver and manager is appointed to the Company, the appointment of an administrator or administrators of the Company, a resolution is passed to wind up the Company or the Company goes into compulsory or voluntary liquidation;
 - (iii) if a distress or execution is levied or enforced against the property on which the overbridge is situated;
 - (iv) after the expiration of twelve (12) months from the date that a notice in writing is given by the Director-General to the Company that this Deed is determined as any part of the land on which the overbridge is constructed is required for one or more of the purposes for which land may be taken pursuant to the Acquisition of Land Act 1967;
 - (v) if for a period of over twelve (12) months the overbridge is not used as a vehicular overpass.

- (b) Upon the termination of this Deed the Director-General may, without prejudice to any other right he may have under this Deed, serve notice upon the Company to remove the overbridge and to remove or make other arrangements for any services comprising part of the overbridge at the cost and expense of the Company without any compensation. The Company shall comply with the notice within a reasonable period stated in the notice (which is not to be less than three (3) months) and in accordance with the reasonable directions of the Director-General relating to the safety of the Company's employees or agents or highway users.
- (c) If the Company fails to comply with the notice given by the Director-General under Subclause (b) of this clause, the Director-General may dismantle, store, sell (subject to Subclause (h)) or remove the overbridge and services comprising part of the overbridge ("Removed Property"). At no time does property in the overbridge or Removed Property pass to the Director-General and the Director-General must exercise reasonable care and skill in dealing with the overbridge and Removed Property.
- (d) The Director-General must as soon as practicable after taking action under Subclause (c) give written notice to the Company of the action taken, and location of their Removed Property.
- (e) The Company hereby agrees -
- (i) that, for the purpose of exercising its rights under Subclause (c), the Director-General and all officers employed and agents of the Queensland Department of Main Roads (together with any plant, machinery and equipment) shall have a right of access and egress over the lands on which the overbridge is situate but must exercise reasonable care in the exercise of that right;

- (ii) that the Director-General and all officers, employees and agents of the Queensland Department of Main Roads shall not be liable to the Company for any damage caused to any property, real or personal of the Company in the exercise of the rights under Subclause (c) unless such damage is due directly or indirectly to the negligence of the Director-General or its officers, employees or agents;
 - (iii) that the Company shall pay to the Director-General a reasonable sum as is determined by the Director-General as compensation for the work carried out in exercising the rights under Subclause (c) and any other works carried out by the Director-General relating to such exercise and that such sum is a debt due from the Company to the Director-General under this Deed and may be recovered in a Court of competent jurisdiction; and
 - (iv) that no payment by way of compensation or otherwise shall be due from the Director-General to the Company in respect of the exercise of the rights under Subclause (c) except as provided in Subclauses (e)(ii) and (g).
- (f) The Company is entitled to the return of the Removed Property on receipt by the Director-General of the sum determined pursuant to Subclause (e)(iii).
 - (g) The Company may, when action is taken pursuant to Subclause (e)(iv) give written notice to the Director-General claiming compensation.
 - (h) (i) If the Company has not taken possession of the Removed Property within twenty-eight (28) days after -
 - A. the date of its removal; or
 - B. the giving of the notice under Subclause (d);

whichever is the later, the Director-General may sell or dispose of the Removed Property in such manner and on such terms as it determines reasonable.

- (ii) The Director-General must when making a sale use reasonable care to ensure that the property is sold at market value.
- (iii) If the Director-General makes a sale, the proceeds must be applied -
 - A. firstly, in payment of the costs of the removal, storage and sale of the Removed Property; and
 - B. secondly, in payment to the Company.

19. This Deed will inure only for the benefit of the Company and any permitted assignee of the Company hereunder and will not run with the lands or any part thereof that the overbridge is on but in the event of a sale, lease or other disposition of an estate or interest in the lands or any part thereof the Company shall make any such disposition subject to the rights of the Director-General under this Deed.

20. The Company shall duly observe and comply with all Acts of Parliament of the Queensland or Commonwealth Parliaments and all regulations, rules, by-laws, ordinances, notices, orders, proclamations or other statutory instruments made thereunder and shall obtain any relevant consents, permits, authorisations and licences required by the Crown in any capacity, any Government Department or statutory authority including the Council of the Shire of Banana to maintain, operate or conduct the overbridge.

21. Any stamp duties payable on this Deed shall be paid by the Company.

22. (a) Any document which may be issued or given to or served upon the Company under this Deed will be deemed to have been sufficiently issued or given to or served upon the Company if it is handed to an officer of the Company or sent by facsimile transmission to or sent by prepaid post to or is left at the address of the Queensland registered office of the Company or at such other address as is agreed between the parties hereto in writing for the purpose of service of documents.
- (b) Any document which is to be or may be issued or given to or served upon the Director-General under this Deed will be deemed to be sufficiently issued or given to or served upon the Director-General if it is handed to an officer or employee of the Department of Main Roads or sent by facsimile transmission to or is sent by prepaid post to or is left at the address of the District Director (Central) of the Department of Main Roads at 31 Knight Street, North Rockhampton in the State of Queensland.
- (c) Any document sent by prepaid post will be deemed to have been issued or given to or served upon the Company or the Director-General, as the case may be, at the time at which it would normally arrive in the ordinary course of the post at the address to which it is directed.
- (d) Any document sent by facsimile transmission shall be forwarded on the same day by prepaid post to the address provided above.
23. Any obligation, power, right or duty by this Deed required or expressed to be performed or vested in the Director-General may be performed by any successor of the Director-General or officer or employee of the Department of Main Roads and the Company agrees that it shall accept the actions of such successor, officer or employee as the actions of the Director-General for the purposes of this Deed.

24. The terms of this Deed shall be construed in accordance with the laws of the State of Queensland and the parties agree to be bound by the jurisdiction of the Courts of that State.

EXECUTED AS A DEED:

Executed by the STATE OF QUEENSLAND)
by _____)
as delegate of the Director-General,)
DEPARTMENT OF MAIN ROADS)
in the presence of:)

(Witness)

THE COMMON SEAL of)
CALLIDE COALFIELDS PTY LTD)
was affixed in accordance with its)
Articles of Association by:)
_____)
in the presence of:)

(Witness)

DIRECTOR



SECRETARY

**CONDITIONS OF APPROVAL
FOR CARRYING OUT
WORKS WITHIN THE
BOUNDARIES OF
STATE-CONTROLLED ROADS**

1.0 Prior Approval

All proposed work within the boundaries of any State-controlled road must be referred in writing to the District Director. No work shall be commenced without prior written approval of the District Director.

Correspondence shall be addressed to:

**District Director
Queensland Department of Main Roads
31 Knight Street
North Rockhampton Qld 4700**

Detailed Engineering Plans and Specifications of the proposed works must be approved by the District Director before a works permit is issued.

2.0 Works Permit

A Works Permit will be issued by Queensland Department of Main Roads (Main Roads) Works Inspector at the pre-start meeting (subject to the satisfaction of Main Roads requirements). A copy of the Works Permit is to be held on the job site at all times. The Works permit shall comprise the following data:

- ▶ Detail the location of the works.
- ▶ Detail the extent/type of works.
- ▶ State the hours of work.
- ▶ State the contractors estimated completion date (subject to agreement with the Works Inspector).
- ▶ State the policy number and liability insurance supplier.
- ▶ State the name and address of the Supervising Professional Engineer.
- ▶ State any job specific requirements requested by the Main Roads Works Inspector.
- ▶ Be signed by both Main Roads and Contractor's representative.

The Permit shall expire ten (10) working days after the estimated date of completion of works. If works remain incomplete, application must be made to the Main Roads Works Inspector for an extension. The Works Permit must be produced if requested by any Officer of the Department or Local Government.

No work shall be conducted within State-controlled Road Boundaries without a current Works Permit.

3.0 Contractor

Works shall be carried out by a competent Contractor experienced in executing works of a similar nature to the works proposed and who is acceptable to Main Roads.

4.0 Supervision

All works within the State-controlled road reserve shall be supervised by a Professional Engineer eligible for Corporate Membership of the Institution of Engineers Australia and experienced in roadworks construction. Where the owner or developer does not have such a Professional Engineer in his employ, a Consulting Professional Engineer shall be retained for the purpose of supervising the works. The name and address of the Engineer must be forwarded to the District Director before a works permit is issued.

5.0 Program of Work

Any works affecting through traffic, ie. on or adjacent to the through pavement shall be carried out strictly in accordance with a program which must be submitted by the Contractor through the Supervising Engineer for approval of the District Director before approval to proceed with the work will be given.

The Contractor may be required to submit, through the Supervising Engineer, a Quality Plan and/or copy of the Quality Assurance system to be implemented for the duration of the works. The Contractor's Quality Assurance system shall be available for audit by Main Roads at any time.

6.0 Environmental Management

An Environmental Management Plan complying with MRS 11.51 shall be approved by the District Director prior to the commencement of works on site. Any proposed variation to this plan must be submitted and approved prior to implementing the variation. The Contractor's Environmental Management Plans shall be available for audit by Main Roads at any time.

7.0 Works Approval

(a) Main Roads Representative

The Inspector representing Main Roads shall be as nominated in the Schedule attached.

(b) Prestart Meeting

It will be necessary for the Supervising Engineer to contact the Inspector, a minimum of fourteen (14) calendar days prior to the proposed commencement of works, to arrange a prestart meeting with the successful Contractor and Supervising Engineer. No work shall commence within the road reserve prior to this meeting. A formal permit (Works Permit) to proceed with the works will be issued at the prestart meeting.

(c) **Post-Construction Meeting**

It will be necessary for the Supervising Engineer to contact the Works Inspector to arrange a final inspection and post-construction meeting. Formal acceptance of works and notification of the commencement of the on-maintenance period (Clause 15) will be granted after a formal request in writing is submitted and the works are deemed to be completed to the satisfaction of Main Roads.

8.0 Specifications

Generally, all materials and processes shall be in accordance with Main Roads current Specifications, Addenda, Standard Drawings (See Section 19.8), and/or the appropriate AUSTRROADS and Australian Standards.

9.0 Materials Testing

The Contractor's Supervising Engineer must ensure all necessary testing in accordance with the Main Roads Specifications and Addenda (Section 19). Certified copies of the test results must be supplied to the District Director when they come to hand. All tests shall be carried out by a N.A.T.A. certified laboratory to Queensland Transport/ Main Roads test methods, which should be nominated to the Works Inspector at the pre-start meeting. The position of these results should be related to a pegged chainage if applicable. Departmental testing staff may carry out check (audit) testing if deemed necessary. The cost of this testing will be recoverable from the Owner or Developer.

10.0 Safety

The "Principal Contractor for a construction workplace", as defined by the Queensland Workplace Health and Safety Act (1995) (Clause 13.1), shall be:

- (a) "the person appointed as the principal contractor by the owner of the workplace; or"
- (b) "if no principal contractor is appointed - the owner of the workplace".

11.0 Provision for Traffic

All measures necessary for the safety of traffic; the cost of complying with the requirements of Main Roads Specification "MRS 11.02 - Control of Vehicular Traffic at Roadworks" and the supply of signs in accordance with the "Roadworks Signing Guide", and the "Manual of Uniform Traffic Control Devices"; shall be the responsibility of the Contractor.

Works Permits may be immediately revoked and all work ceased within the State-controlled Road Reserve if there is a breach of the Provision for Traffic requirements.

12.0 Operations

The Contractor in his operation must not unnecessarily obstruct any side road access, break down any fences, obstruct any drain or water course, or damage existing road construction. The Contractor must at once remove such obstructions, make adequate provision for traffic and immediately repair any damages. The District Director reserves the power to do this work after giving the Contractor's Supervising Engineer twenty-four (24) hours notice of intentions to act and the whole of the cost of such work incurred by Main Roads will be recovered from the Owner or Developer.

13.0 Site Access

Departmental staff must be permitted access to the works for the purpose of ensuring that Departmental requirements are met.

14.0 Re-establishment

All areas affected by the construction work shall be re-established to the standard observed prior to the commencement of construction or to the satisfaction of the Main Roads Inspector.

15.0 Maintenance

The on-maintenance period shall commence upon formal notification, by Main Roads, after satisfactory completion of all works. The Owner or Developer shall be responsible for the maintenance and repair of all works covered by this approval for a period of not less than six (6) months attached from the date of acceptance of such works by the District Director.

If satisfactory maintenance is not carried out within this period then the District Director may arrange for necessary works and the whole of the cost of such work incurred will be recovered from the Owner or Developer.

The Owner or Developer shall hold Public Liability Insurance for the full on-maintenance period in accordance with Clause 17.

Main Roads shall require a monetary bond as a guarantee of the contractors commitment to fulfil the requirements during the on-maintenance period.

It is the responsibility of the Owner or Developer at the end of the above-mentioned specified period to request in writing for an inspection to be conducted. It shall remain the responsibility of the Owner or Developer to maintain the works until defects have been rectified and the District Director has advised that all requirements have been satisfied.

The Department will not accept any responsibility for future maintenance of the works except for sections specifically defined in the Special Conditions.

16.0 Cost

Main Roads will not pay for any of the works unless otherwise agreed.

17.0 Indemnity

17.1 Subject to the next paragraph of this Clause, the Principal Contractor shall indemnify and keep indemnified the Director-General, Department of Main Roads for and on behalf of the State of Queensland and all officers, employees and agents of the State of Queensland (hereinafter referred to as "the State of Queensland") against all loss of or damage to the property of the State of Queensland (including the State-controlled road) and from and against any claim, demand, action, suit or proceeding that may be made or brought by any person against the State of Queensland, or the servants or agents of the State of Queensland or any of them in respect of personal injury to or the death of any person whomsoever or loss of or damage to any property whatsoever arising out of or as a consequence of the construction or maintenance of the works by the Principal Contractor or their employees, agents or subcontractors and also from any costs and expense that may be incurred in connection with any such claim, demand, action, suit or proceeding.

The Principal Contractor shall not, under the preceding paragraph of this Clause be rendered liable for or in respect of personal injury to or the death of any person or loss of or damage to property resulting from any breach by the State of Queensland of any negligent act or omission of the State of Queensland, or for or in respect of any claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto.

17.2 Before commencing work the Principal Contractor shall take out a Public Liability Policy of Insurance for not less than \$5M in the joint names of the State of Queensland, the Principal Contractor and all subcontractors employed from time to time in relation to the works to be carried out for their respective rights and interests to cover their liabilities to third parties including the liabilities as set out in Clause 17.1.

The Public Liability Policy of Insurance shall include a cross-liability Clause in which the insurer agrees to waive all rights of subrogation or action that he may have or acquire against all or any of the person comprising the insured and for the purpose of which the insurer accepts the term "insured" as applying to each of the person comprising the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased thereby).

The Public Liability Policy of Insurance shall be for an amount not less than the sum stated in the Schedule attached and shall be effected with an insurer or insurers approved in writing by the State of Queensland and in terms approved in writing by the State of Queensland, which approvals shall not be unreasonably withheld. The policy shall be maintained until the State of Queensland has issued the final clearance in accordance with Clause 15.

- 17.3 Before commencing work the Principal Contractor shall ensure that suitable insurance policies are taken out giving cover to the Principal Contractor and all subcontractors against any liability, loss, damage, claim, demand, action, suit or proceeding, costs and expenses whatsoever arising at Common Law or under any statute or other legislative provision, including any statute or such provision relating to worker's compensation, as a result of personal injury to or death of any person employed by the Principal Contractor or by any subcontractor in or about the execution of the work.
- 17.4 Before commencing work and whenever requested in writing from time to time thereafter to do so by the State of Queensland, the Principal Contractor shall provide evidence to the satisfaction of the State of Queensland of the insurances affected and maintained by the Principal Contractor and his subcontractors for the purpose of Clauses 17.2 and 17.3. If, after being requested in writing by the State of Queensland to do so, the Principal Contractor fails to provide evidence of compliance with its insurance obligations under Clauses 17.2 and 17.3 which is to the satisfaction and approval of the State of Queensland, the State of Queensland may effect and keep in force any such insurance and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Principal Contractor to the State of Queensland.

The Principal Contractor shall ensure that each policy of insurance effected as required by Clauses 17.2 and 17.3 shall contain provisions acceptable to the State of Queensland that will:

- (a) Require the insurer, whenever the insurer gives to or serves upon the Principal Contractor or a subcontractor a notice of cancellation or any other notice under or in relation to the policy, at the same time to inform the State of Queensland in writing that the notice has been given to or served upon the Principal Contractor or the subcontractor; and
- (b) Provide that a notice of claim given to the insurer by the State of Queensland or the Company or a subcontractor shall be accepted by the insurer as a notice of claim given to the insurer by the State of Queensland and the subcontractor, as the case may require.

The Principal Contractor shall, as soon as practicable, inform the State of Queensland in writing of the occurrence of an event that may give rise to a claim under a policy of insurance effected as required by Clauses 17.2 and 17.3 and shall ensure that the State of Queensland is kept fully informed of subsequent action and developments concerning the claim. The Principal Contractor shall take such steps as are necessary or appropriate to ensure that a subcontractor will, in respect of an event or claim of a like nature arising out of or relating to the operations or responsibilities of the subcontractor, take in relation to the State of Queensland the like action to the which the Company is required to take under this paragraph.

The effecting of insurance as required by Clauses 17.2 and 17.3 shall not in any way limit the liabilities or obligations of the Principal Contractor.

18.0 Design and Construction

The approval of Engineering Plans and Specifications by the District Director prior to construction does not warrant that such Plans and Specifications have been checked in detail. The District Director does not accept any responsibility for the accuracy of such Plans and Specifications as approved. It is assumed that the Developers Engineer has executed sound engineering judgement when preparing the Plans and Specifications and that all site conditions and Main Roads requirements have been taken into account. Any deficiencies, therefore, which come to the attention of the District Director during construction shall be rectified at the cost of the Developer.

All Engineering Plans and Specifications submitted for approval shall be in accordance with "Basic Requirements for Engineering Drawings and Specifications for Roadworks Within State-Controlled Road Boundaries".

19.0 Special Conditions

19.1 The work may be carried out by Local Government under the supervision of the Local Government Engineer on behalf of the Owner or Developer. (In this case Clause 3 and 4 do not apply).

19.2 The work may be carried out by contract under the supervision of the Local Government Engineer.

19.3 Pavement depths and materials shall be approved by the District Director after testing of the subgrade.

19.4 The method of joining to the existing pavement shall be submitted to the District Director for his approval prior to placing of the new pavement.

19.5 Schedule of Items (Works Descriptions)

The descriptions of scheduled Items shall match, where possible, standard Main Roads Items from the appropriate specifications.

19.6 Addenda

Addenda are Job Specific Works Requirements. Approval of works will be subject to conformance with addenda requirements.

19.7 Submission/Calculation of Pavement Design and Test Results

- ▶ The pavement shall be designed in accordance with the Main Roads Pavement Design Manual.
- ▶ Pavement designs and Design Traffic Calculations shall be submitted on Forms; Appendix 'I' and 'L' of the Main Roads Pavement Design Manual.

- ▶ Subgrade CBR test results shall be submitted on Forms; Appendix 'J' or 'K' of the Main Roads Pavement Design Manual (if practicable).
- ▶ Pavement depths shall be subject to final approval by the District Director; Main Roads, Central District; after reviewing the test results of Pavement/Subgrade submitted by the Client.

19.8 Main Roads Standard Drawings

Main Roads Standard Drawings may be required for the carrying out of the works. Approval of works will be subject to conformance with Standard Drawings requirements.

19.9 Main Roads Specifications

The following Main Roads Specifications will be required for the carrying out of the works.

Where any such Specification referred to has been amended or superseded by another specification prior to the acceptance of the Contractor by Main Roads, the latter shall apply.

ROADWORKS SPECIFICATIONS

MRS/Form No.	TITLE
11.01	Introduction to Standard Roadwork Specifications
11.02	Control of Vehicular Traffic at Roadworks
11.03	Drainage, Retaining Structures and Protective Treatments
11.04	General Earthworks
11.05	Unbound Pavements
11.06	Reinforced Soil Structures
11.07	In Situ Stabilised Pavements
11.08	Plant-Mixed Stabilised Pavements
11.10	Plant Requirements for Hot-Mixed Asphalt
11.11	Sprayed Bituminous Surfacing (excluding Emulsions)
11.12	Sprayed Bituminous Emulsion Surfacing
11.13	Bituminous Slurry Surfacing
11.14	Road Furniture
11.16	Landscaping
11.17	Bitumen

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MRS/Form No.	TITLE
11.19	Bitumen Cutter and Flux Oils
11.20	Medium Curing Cutback Bitumen
11.21	Bitumen Emulsion
11.22	Supply of Cover Aggregate
11.23	Supply and Delivery of Quicklime and Hydrated Lime for Road Stabilisation
11.24	Manufacture of Precast Concrete Culverts
11.25	Manufacture of Precast Concrete Pipes
11.27	Manufacture of Fibre Reinforced Concrete Drainage Pipes
11.28	Site Establishment, Camp and Transport of Principal's Materials
11.30	Dense Graded Asphalt Pavements
11.34	Open Graded Asphalt Pavements
11.50	Specific Quality System Requirements
11.51	Environmental Management
11.63	Cast-In-Place Piles
11.65	Precast Prestressed Concrete Piles
11.66	Driven Steel Piles
11.67	Bitumen Slip Layer On Piles
11.70	Concrete
11.71	Reinforcing Steel
11.73	Supply of Prestressed Concrete Members and Stressing Bars
11.74	Supply and Erection of Prestressed Concrete Deck and Kerb Units
11.75	Supply and Erection of Prestressed Concrete Girders and Reinforced Concrete Deck
11.77	Supply and Erection of Steel Girders and Reinforced Concrete Deck
11.78	Fabrication of Structural Steel work
11.79	Fabrication of Aluminium Bridge Barrier
11.80	Supply and Erection of Bridge Barrier
11.82	Bearings, Joints, Fillers and Built-In Items for Bridges
11.83	Anti-Graffiti Protection
11.86	Preparation of Bridge widening
11.91	Electrical Ducts and Pits
11.92	Road Lighting Footings
11.93	Traffic Signal Footings
11.1106	Material Requirements for Electrical Conduit

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20.0 Inspections

No pavement material shall be laid nor shall any priming or sealing be carried out until the finished subgrade, finished pavement, and any job specific requirements have been assessed by the Main Roads Inspector. At the inspections, tests may be carried out, in accordance with specifications and addenda applying to the particular works.

All relevant certificates of tests carried out for any works within State-controlled road boundaries must be available for the Inspector's perusal.

The Contractor shall supply, or bear the cost of acquiring all equipment needed for the inspection tests.

21.0 As-Constructed Drawings

As-constructed full sized marked up drawings of approved intersections, accesses, widening or general roadworks are required to be submitted to Main Roads prior to the works being accepted "On Maintenance".

NOTE:

Reference to the District Director includes those Officers of Main Roads who have been delegated authority to act on the District Director's behalf.

THE SCHEDULE

In accordance with Clause 7 of the Conditions, supervision shall be performed by the Queensland Department of Main Works Inspector

The Works Inspector shall be:

Patrick Rolfe - Phone No. (0418) 186 141

In accordance with Clause 17.2 the Public Liability Policy of Insurance shall be for an amount not less than FIVE MILLION DOLLARS (\$5,000,000).

The period for which the Principal Contractor shall be responsible for maintenance of the works shall be not less than six (6) CALENDAR MONTHS from the date of acceptance.

22.0

• a) **PROVISION OF BOND**

Prior to the establishment of a pre-start meeting and the issuance of a works permit by the Department the Developer shall lodge with the Department a bond in an amount equal to \$2000 or 6% of the contract sum for portion of works in the road reserve (whichever is the greater) for works to be carried out within the State-controlled road reserve.

• b) **PURPOSE OF BOND**

The Bond is applied for the purpose of:

1. Ensuring the due and proper performance and completion of works the subject of this approval by the Developer.
2. Recovering the cost of urgent action if necessary to protect the works under the contract, other property, or people if the Developer or his nominated site representative fails to take the said urgent action.

If time permits, the Superintendent shall give the Developer or his nominated site representative prior written notice of the Department's intention to take action under this clause.

• c) **FORM OF BOND**

The applicable Bond shall be in each case either of the following:

1. Cash or
2. Two unconditional irrevocable bank guarantees each being 50% of the total bond amount from a financial institution in a form approved by the Department.

The costs of and incidental to providing each bond (including without limitation all stamp duty and other taxes payable in respect to the bond) shall be borne by the Developer.

• d) **RELEASE OF BOND**

50% of the total bond amount being held shall be released at satisfactory completion of works (On Maintenance) and the final 50% released six (6) months later (Off maintenance). The Department reserves the right to withhold 100% of the bond amount for the six (6) month maintenance period, should the works be accepted on maintenance subject to certain remedial works being undertaken during or at the completion of the maintenance period.

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Central District Office
31 Knight Street North Rockhampton
Box 5096
Central Qld Mail Centre Q 4702

Enquiries: Mr Greg Miles
Telephone: (07) 49311509
Facsimile: (07) 49275020
Our Ref: 545/82
GSM:DMM 9825
Your Ref:

18 November 1998

[Redacted]
Propserv Pty Ltd
PO Box 384
BILOELA Q 4715

Dear Sir

**Dawson Highway (Gladstone - Biloela)
Callide Coalfields Overbridge Agreement : Approval to Construct, Maintain and Operate an Overbridge**

I understand you act on behalf of Callide Coalfields Pty Ltd in this matter.

With respect to your visit to this office on 17 November 1998, I hereby confirm acceptance of the following in relation to the conditions required under the above agreement.

1. Receipt of Bank Guarantee for \$27 000 from Callide Coalfields Pty Ltd ACN 009 666 200 in favour of Queensland Department of Main Roads.
2. Copy of confirmation of Third Party Public Liability Insurance for period 1 January 1998 - 31 December 1998 for USD \$100 000 000 covering project duration.

Yours sincerely

[Redacted]
(Bill McKuvie)
A/DISTRICT DIRECTOR (ROCKHAMPTON)

C/c: Manager (Business Support and Systems)

To retain Bank Guarantee and administer please.

(Bill McRuvie)

A/DISTRICT DIRECTOR (ROCKHAMPTON)

18 November 1998

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Solen Versicherungen AG

Baarermitte, CH-6340 Baar
Telephone +41 (0)41 769 42 01
Facsimile +41 (0)41 769 45 61



545/00082

To whom it may concern

Your reference:
Our reference:
Direct line: 4196

Baar, 22nd December 1997

CONFIRMATION OF INSURANCE

We confirm insurance has been effected with this office as follows:

Class of Insurance: Third Party (Public) Liability

Assured: The Shell Group of Companies in Australia

and also including:

not responsive

g) Callide Coalfields Pty Ltd

not responsive

Limit: USD 100,000,000



Period of Insurance: 1st January 1998 through 31st December 1998

Interest: Liabilities to third parties for personal injury or damage to property arising out of the Assured's activities anywhere in the world, excluding USA and Canada (but including the sale of products worldwide). The policy includes also the Principal of any contract entered into by a Shell Group Company but only where maximum liability is specified in the contract between the Principal and the relevant Shell Company.

The limit for such Principal included in this policy shall be limited to the amount specified in such contract.

Subject to the Terms and Conditions of the policy.

 SOLEN VERSICHERUNGEN AG

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Bank Guarantee
Security Deposit Guarantee

To: Queensland Department of Main Roads ('Favouree')

Security deposit by: Callide Coalfields Pty Limited ACN 009 666 200 ('Customer')

At the request of the abovementioned Customer and in consideration of the abovementioned Favouree at the request of the Commonwealth Bank of Australia ACN 123 123 124 ('Bank') dispensing with the lodgement by the Customer of the Security Deposit for **construction of overpass, Dawson Highway Biloela Qld** the Bank unconditionally undertakes to pay on demand any sum which may from time to time be demanded by the Favouree to a maximum aggregate sum of **twenty seven thousand dollars (\$27,000.00)** ('Amount of Security Deposit').

This undertaking is to continue until the first of the following events occur:

- The Bank receives written notification from the Favouree that this undertaking is no longer required,
- the return of this undertaking to the Bank,
- payment to the Favouree by the Bank of the whole of the said sum or such lesser sum as may be required by the Favouree.

Should the Favouree notify the Bank that it desires payment to be made to it of the whole or any part or parts of the said Security Deposit, it is unconditionally agreed that such payment or payments will be made to the Favouree forthwith without further reference to the Customer and notwithstanding any notice given by the Customer to the Bank not to pay same.

Provided always that the Bank may at any time without being required to do so pay to the Favouree the Security Deposit less any amount it may have already paid hereunder and thereupon the Bank's liability under this undertaking shall immediately cease and determine.

The benefit of this guarantee is personal and not capable of assignment.

Dated at Brisbane Qld this 13th day of October 1998.

For the Commonwealth Bank of Australia
Institutional Banking Qld

[Redacted signature area]

.....
Manager



Correspondence in respect of this guarantee should be addressed to:

The Conveyancing Manager
Commonwealth Bank of Australia
Institutional Banking
Level 11
240 Queen Street
BRISBANE QLD 4000

Original
S32(EF) 3/97