

17th February 2023

Submission No. 23525

Ironstone Development Group Pty Ltd
c/- Robert Harwood
Suite 303, 61 Marlborough St
Surry Hills NSW 2010

Dear Robert,

LOT 35 DP878862 MILES FRANKLIN DRIVE, TALBINGO
TALBINGO WEST MASTERPLAN
FEE PROPOSAL FOR CIVIL ENGINEERING AND VISUAL IMPACT ASSESSMENT

It is with much pleasure that I forward for your consideration SitePlus' fee proposal for Civil Engineering and visual assessment services for the proposed West Talbingo Masterplan on Miles Franklin Drive, Talbingo.

Siteplus has reviewed the latest masterplan drawings and email from yourself has deduced the following scope of works.

Table 1. Master Plan Services

Item	Description	Fee (lump sum)
1. Flood Study	a) Prepare a catchment plan including internal and external catchments. b) Prepare a hydraulic and hydrologic modelling of the site and surrounding area. Calculating the flow rates and flood extents for the 20%AEP, 1%AEP, and PMF flood events. c) Undertake a flood impact assessment to ensure that there are no adverse impacts resulting from the development. d) Prepare a report to support the Masterplan Application.	\$7,900
2. Stormwater Management Concept Strategy	a) Prepare a concept stormwater management strategy which: <ul style="list-style-type: none"> - Designs a storm water detention system to reduces peak flow to predevelopment levels and Council Standards. The design is to utilise DRAINS modelling - Designs a stormwater quality system that removes pollutants to the required levels. The program MUSIC will be utilised to confirm that the proposed treatment system meets the relevant standards. - Grades the proposed roads ensuring that catchment flows are treated and drained in accordance Council and relevant standards. b) Includes a stormwater management report summarising the parameters used to support the design and be submitted as part of the application.	\$16,000
3. Visual Assessment	a) Review relevant contour maps, plans and aerial photography. b) Site visit and assessment of visual landscape character. c) Site visits to local and regional viewing areas including transport routes & lookouts.	\$7,800

d) Capturing of photos to include into report.	
e) Recommendations as to mitigate visual impact.	
f) Provide a electronic copy of the report as required.	
Total (Excl GST)	\$31,700

Notes:

1. All fees are exclusive of GST.
2. Site Plus is happy to be engaged for separate items at the discretion of the client.
3. The fees allow for one architectural iteration, any further revisions will be charged at the hourly rates in Table 2 with the clients prior approval.
4. Please note that the above fees are the Siteplus fees only and do not cover work to be carried out by any other consultants and are exclusive of any Council or statutory fees and charges.
5. The fees are based on the provision of one draft documentation for Client review and one final document.
6. The fees do not include time or costs for document production if required.

Table 2: Hourly Rates

Role	Hourly Rate
Engineer Director	\$220
Civil Engineer	\$190
Landscape Architect	\$180

Project Timetable

Siteplus is able to commence work on this project upon engagement. Documentation will be provided within six (6) weeks from receipt of signed acceptance and digital architectural files.

Project Team

Our senior project team for the work will be as follows:

Project Leader	Andrew Craddock (Engineering Director)
Project Leader	Andrew Craddock (Engineering Director)
Senior Engineer	Dane Nethery (Engineering Director)
Civil Engineer	Joseph Stewart (Civil Engineer)
Graduate Engineer	Ian Bennett (Civil Engineer)
Landscape Architecture	Katrin Plogstert (Landscape Architect)

Company Advice

The following Company advice is provided for your information:

Site Plus Pty Ltd is registered with the Australian Securities Commission and has an Australian Business Number.

- Site Plus Pty Ltd ACN is 104 315 095.
- Site Plus Pty Ltd ABN is 73 104 315 095.

Insurances

Siteplus holds all insurances as required under the legislation, including:

A. Professional Indemnity

Provider: Arch Insurance
Policy Number: P0011171PI2019AU2
Amount Insured: \$10 million (any one claim and \$50,000,000 in the aggregate)
Period Insured: 2nd October 2022 to 2nd October 2023

B. Business Insurance and Public Liability

Provider: 360 Commercial
Policy Number: 360-COM-1006678-02
Amount Insured: \$20,000,000
Period Insured: 9th May 2022 to 9th May 2023

C. Workcover

Provider: icare workers insurance
Policy Number: 112822101
Amount Insured: \$891,281.81
Period Insured: 30th June 2022 to 30th June 2023

Quality Assurance System

Siteplus is a quality assured company, implementing a Quality Assurance System in accordance with *AS/NZS ISO 9001:2015: Quality Management Systems*.

Siteplus' Quality Assurance System is designed to assist staff in the provision of high-quality products and services to our Client whilst contributing continual improvement of the Company and its work. Siteplus' most recent external audit of its Quality Management System was conducted in March 2020.

Terms and Conditions

I draw your attention to the attached Terms and Conditions of Engagement of Services. Should you be happy to accept our proposal, please complete and return the Acceptance of Proposal form. Work can commence on this Project upon written confirmation of your acceptance.

We look forward to assisting you with this Project. Please contact me on 02 4227 4233 if you have any questions in relation to this fee proposal.

Yours Faithfully,



Andrew Craddock
Engineering Director

BEng Civil (Hon II), MEM, CPEng, NPER
Attach. Terms and Conditions of Engagement
Letter of Acceptance

ACCEPTANCE OF PROPOSAL

REFERENCE NUMBER: 22525

DATE OF PROPOSAL: 16th February 2023

Table 1. Master Plan Services

Item	Fee (lump sum)
1. Flood Study	\$7,900
2. Stormwater Management Concept Strategy	\$16,000
3. Visual Assessment	\$7,800
Total (Excl GST)	\$31,700

I certify the proposal referred to above is accurate. In accordance with the Privacy Act (1988) I authorise any person or company to give information as may be required in response to credit inquiries.

I have read and understand the GENERAL TERMS AND CONDITIONS OF CONTRACT of Site Plus Pty Ltd that form part of this agreement and agree to be bound by these conditions.

NAME OF LEGAL ENTITY REQUESTING WORK:

Ironstone Development Group Pty Ltd.

ADDRESS FOR SERVICE OF INVOICES:

PO Box 619 Sylvania Southgate, NSW 2224.

EMAIL:

office@ironstonebuilding.com.au.

TELEPHONE NUMBER(S):

SIGNED:

[Signature]

DATE:

20/02/2023

FULL NAME:

ANITA SIMONOVSKY

POSITION:

Director

* The client is entirely responsible for any information or documents they may provide to SitePlus during the course of the project.



engineering

• flooding

• landscape

• design

• management

Site Plus Pty Ltd – Terms & Conditions of Trade

1. **Definitions**
 - 1.1 "Consultant" shall mean SITE PLUS PTY LTD Consultants and its successors and assigns.
 - 1.2 "Client" shall mean the Client or any person acting on behalf of and with the authority of the Client.
 - 1.3 "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Client on a principal debtor basis.
 - 1.4 "Services" shall mean all services undertaken by the Consultant to the Client and includes any advice or recommendations.
 - 1.5 "Fees" shall mean the cost of the Services as agreed between the Consultant and the Client subject to clause 4 of this contract.
 - 1.6 "Documents" shall mean material supplied by the Consultant as representation of the Services provided.
 2. **Acceptance**
 - 2.1 Any Instructions received by the Consultant from the Client for the supply of Services by the Consultant shall constitute acceptance of the terms and conditions contained herein.
 - 2.2 Where more than one Client has entered into this agreement, the Client's shall be jointly and severally liable for all payments of the Fees.
 - 2.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Consultant.
 - 2.4 None of the Consultant's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Consultant in writing nor is the Consultant bound by any such unauthorised statements.
 - 2.5 The Client undertakes to give the Consultant not less than fourteen (14) days prior written notice of any proposed change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice).
 - 2.6 Once accepted by the Client, the Consultant's written quotation/proposal shall be deemed to interpret correctly the Client's instructions, whether written or verbal. Where verbal instructions only are received from the Client, the Consultant shall not be responsible for errors or omissions due to oversight or misinterpretation of those instructions.
 - 2.7 Whenever other consultants are engaged by the Client, the Consultant shall be responsible only for the integration of such work into the service. The Consultant shall not be responsible for checking the work of any other consultants and shall bear no responsibility or liability whatsoever in contract or in tort for negligence or otherwise or any law generally in relation to the work of those consultants or for any failure of the Consultant to notice or detect any error, omission, defect, inadequacy or unsuitability in respect of the work of such other consultants.
 - 2.8 The Consultant shall be deemed to have been discharged from all liability in respect of the Services, whether under the law of contract or tort at the expiration of 5 years from either the date of practical completion of the works which are subject to the Services or the termination of the Services, whichever is the earlier.
 3. **Services**
 - 3.1 The Services are as described on the Invoices, quotation, work authorisation, fee proposal, fee submission or any other work commencement forms as provided by the Consultant to the Client.
 4. **Fees And Charges**
 - 4.1 At the Consultant's sole discretion:
 - (a) The Fees shall be as indicated on invoices provided by the Consultant to the Client in respect of Services supplied; or
 - (b) The Fees shall be the Consultant's current Fees, at the date of delivery of the Services, according to the Consultant's current Fees list; or
 - (c) The Fees of the Services shall (subject to clause 4.2) be the Consultant's quoted Fees which shall be binding upon the Consultant provided that the Client shall accept in writing the Consultant's quotation within thirty (30) days.
 - 4.2 Any variation from the plan of scheduled works or specifications will be charged for on the basis of the Consultant's quotation and will be shown as variations on the Invoice. Payment for all variations must be made in full at their time of completion.
 - 4.3 The Client must grant the Consultant a reasonable extension of time for any delay to completion of the Services caused by any changes in the Client's instructions or requirements, or an act or omission of the Client or its agents, other consultants or contractors, or a force majeure, provided that the Consultant notifies the Client of the cause and the anticipated extent of the protraction.
 - 4.4 At the Consultant's sole discretion a deposit may be required. The deposit amount or percentage of the Fees will be stipulated at the time of the order and shall become immediately due and payable.
 - 4.5 Time for payment for the Services shall be of the essence and will be stated on the Invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Services.
 - 4.6 The Consultant may withhold delivery of the Services until the Client has paid for them, in which event payment shall be made before the delivery date.
 - 4.7 At the Consultant's sole discretion, for certain approved Clients payment will be due fourteen (14) days following the date of the Invoice.
 - 4.8 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus any charges that maybe applicable), or by direct credit, or by any other method as agreed to between the Client and the Consultant.
 - 4.9 The Fees shall be increased by the amount of any GST and other taxes and duties, which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Consultant.
 5. **Delivery Of Documents/Services**
 - 5.1 Delivery of the Documents/Services shall be made to the Client at the Consultant's address. The Client shall make all arrangements necessary to take delivery of the Services whenever they are tendered for delivery.
 - 5.2 The Consultant may deliver the Documents/Services by separate instalments (in accordance with the agreed delivery schedule). Each separate instalment shall be invoiced and paid for in accordance with the provisions in this contract of sale.
 - 5.3 The failure of the Consultant to deliver shall not entitle either party to treat this contract as repudiated.
 - 5.4 The Consultant shall not be liable for any loss or damage whatever due to failure by the Consultant to deliver the Services (or any of them) promptly or at all.
 6. **Risk**
 - 6.1 If the Consultant retains property in the Services nonetheless, all risk for the Services passes to the Client on delivery.
 7. **Errors and Omissions**
 - 7.1 The Client shall inspect the Documents on delivery and shall within seven (7) days of delivery notify the Consultant of any alleged defect, errors, omissions or failure to comply with the description or quote. The Client shall afford the Consultant an opportunity to inspect the Documents within a reasonable time following delivery if the Client believes the Documents are defective in any way.
 8. **The Commonwealth Trade Practices Act 1974 and Fair Trading Acts**
 - 9.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Competition and Consumer Act 2010 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
 10. **Intellectual Property**
 - 10.1 Where the Consultant has designed or drawn Documents for the Client, then the copyright in those designs and drawings shall remain vested in the Consultant, and shall only be used by the Client at the Consultant's discretion.
 - 10.2 Conversely, in such a situation, where the Client has supplied drawings, the Consultant in its sale conditions may look for an indemnity (the specifications and design of the Services (including the copyright, design right or other intellectual property in them) shall as between the parties be the property of the Consultant).
 - 10.3 The Client warrants that all designs or instructions to the Consultant will not cause the Consultant to infringe any patent, registered design or trademark in the execution of the Client's order. The Client shall indemnify and hold harmless the Consultant from and against all consequences of any failure in this respect.
 - 10.4 Documents submitted by the Consultant on a speculative basis shall remain the property of the Consultant. They shall not be used for any purpose other than that nominated by the Consultant and no ideas obtained there from may be used without the consent of the Consultant. The Consultant shall be entitled to compensation from the Client for any unauthorised use of such sketches and dummies.
 - 10.5 The Client shall have no right or title to data stored by the Consultant on disks or any other electronic form of storage but after a Consultant agrees to duplicate or transfer stored electronic or like media for use by a Client or other parties authorised to obtain that data, he shall have the right to charge for those services.
 - 10.6 The Client agrees that the Consultant shall bear no responsibility of liability in contract, or in tort for negligence or otherwise at law generally in relation to the alteration of any other person or entity which has obtained those electronic documents.
 11. **Default & Consequences Of Default**
 - 11.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.0% per calendar month and shall accrue at such a rate after as well as before any judgement.
 - 11.2 If the Client defaults in payment of any invoice when due, the Client shall indemnify the Consultant from and against all the Consultant's costs and disbursements including on a solicitor and own client basis and in addition all of the Consultant's non-negligent costs of collection.
 - 11.3 Without prejudice to any other remedies the Consultant may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Consultant may suspend or terminate the supply of Services to the Client and any of its other obligations under the terms and conditions. The Consultant will not be liable to the Client for any loss or damage the Client suffers because the Consultant exercised its rights under this clause.
 - 11.4 If any account remains unpaid at the end of the second month after supply of the Services or services the following shall apply: An immediate amount of the greater of \$20.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.
 - 11.5 In the event that:
 - (a) any money payable to the Consultant becomes overdue, or in the Consultant's opinion the Client will be unable to meet its payments as they fall due; or
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client;
 - (d) then without prejudice to the Consultant's other remedies at law
 - (e) the Consultant shall be entitled to cancel all or any part of any order of the Client which remains unperformed in addition to and without prejudice to any other remedies; and
 - (f) all amounts owing to the Consultant shall, whether or not due for payment, immediately become payable.
12. **Title**
 - 12.1 It is the intention of the Consultant and agreed by the Client that property in the Services shall not pass until the Client has paid all amounts owing for the particular Services.
 - 12.2 It is further agreed that:
 - (a) Until such time as ownership of the Documents/Services shall pass from the Consultant to the Client the Consultant may give notice in writing to the Client to return the Services or any of them to the Consultant. Upon such notice the rights of the Client to obtain ownership or any other interest in the Services shall cease.
 - (b) If the Client fails to return the Documents/Services to the Consultant then the Consultant or the Consultant's agent may enter upon and into land and premises owned, occupied or used by the Client, or any premises as the invitee of the Client, where the Services are situated and take possession of the Services, without being responsible for any damage thereby caused.
 - (c) Receipt by the Consultant of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Consultant's ownership of rights in respect of the Documents/Services shall continue.
 - (d) The Consultant may require payment of the Fees or the balance of the Fees due together with any other amounts due from the Client to the Consultant arising out of these terms and conditions, and the Consultant may take any lawful steps to require payment of the amounts due and the Fees.
 - (e) The Consultant can issue proceedings to recover the Fees of the Services sold notwithstanding that ownership of the Documents/Services may not have passed to the Client.
13. **Security And Charge**
 - 13.1 Notwithstanding anything to the contrary contained herein or any other rights which the Consultant may have however:
 - (a) Where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Consultant or the Consultant's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Client and/or the Guarantor acknowledge and agree that the Consultant (or the Consultant's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
 - (b) Should the Consultant elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify the Consultant from and against all the Consultant's costs and disbursements including legal costs on a solicitor and own client basis.
 - (c) To give effect to the provisions of clause 13.1 (a) and (b) inclusive hereof the Client and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint the Consultant or the Consultant's nominee as the Client's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registrable or not) including such other terms and conditions as the Consultant and/or the Consultant's nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Client and/or the Guarantor in any land, realty or asset in favour of the Consultant and in the Client's and/or Guarantor's name as may be necessary to secure the said Client's and/or Guarantor's obligations and indebtedness to the Consultant and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Consultant's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.
14. **Cancellation**
 - 14.1 The Consultant may cancel these terms and conditions or cancel delivery of Services at any time before the Services are delivered by giving written notice. The Consultant shall not be liable for any loss or damage whatever arising from such cancellation.
15. **Privacy Act 1988**
 - 15.1 The Client and/or the Guarantor/s agree for the Consultant to obtain from a credit-reporting agency a credit report containing personal credit information about the Client and Guarantor/s in relation to credit provided by the Consultant.
 - 15.2 The Client and/or the Guarantor/s agree that the Consultant may exchange information about Client and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:
 - (a) To assess an application by Client;
 - (b) To notify other credit providers of a default by the Client;
 - (c) To exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and
 - (d) To assess the credit worthiness of Client and/or Guarantor/s.
 - 15.3 The Client consents to the Consultant being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
 - 15.4 The Client agrees that Personal Data provided may be used and retained by the Consultant for the following purposes and for other purposes as shall be agreed between the Client and Consultant or required by law from time to time:
 - (a) provision of Services;
 - (b) marketing of Services by the Consultant, its agents or distributors in relation to the Services;
 - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Services;
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and
 - (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Services.
 - 15.5 The Consultant may give information about the Client to a credit reporting agency for the following purposes:
 - (a) to obtain a consumer credit report about the Client; and/or
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
 - 15.6 SitePlus reserves the right to use Client's design/documents for any future advertising or publishing purposes (and optionally to erect signage).
16. **Lien**
 - 16.1 Where the Consultant has not received or been tendered the whole of the Fees, or the payment has been dishonoured, the Consultant shall have:
 - (a) a lien on the Services;
 - (b) the right to retain them for the Fees while the Consultant is in possession of them;
 - (c) a right of resale;
 - (d) the foregoing right of disposal,provided that the lien of the Consultant shall continue despite the commencement of proceedings or judgement for the Fees having been obtained.
17. **Dispute Resolution**
 - 17.1 If a dispute between the parties to this contract then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within 14 days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be:
 - (a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and
 - (b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.
18. **General**
 - 18.1 If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
 - 18.2 All Services supplied by the Consultant are subject to the laws of New South Wales and the Consultant takes no responsibility for changes in the law which affect the Services supplied.
 - 18.3 The Consultant shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Consultant of these terms and conditions.
 - 18.4 In the event of any breach of this contract by the Consultant the remedies of the Client shall be limited to the maximum amount that the Consultant could claim under any contracts of insurance that the Consultant has in place at the time of such breach.
 - 18.5 The Client shall not set off against the Fees amounts due from the Consultant.
 - 18.6 The Consultant may license or sub-contract all or any part of its rights and obligations without the Client's consent.
 - 18.7 The Consultant reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, then change will take effect from the date on which the Consultant notifies the Client of such change.
 - 18.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
 - 18.9 It is a requirement that all building materials installed to the specifications provided by the Consultant must be compliant with the National Construction Code, the Building Code of Australia, the Australian Standards and any other applicable laws or regulations.
 - 18.10 The Consultant reserves the right to sub-contract the supply of any part of the Services provided to the Client.
 - 18.11 If the Consultant takes over the project from another consultant or from any other person or entity, all earlier work must be reviewed by the Consultant. The Client acknowledges that the Consultant shall not be liable for any errors, omissions or inconsistencies in the previous work that could not have been reasonably noticed.
 - 18.12 Neither party shall assign this agreement or any part thereof without the prior written consent of the other party.
 - 18.13 The Client acknowledges that the Consultant does not include any services relating to asbestos or hazardous or toxic substances / materials. The Client agrees, notwithstanding any other provisions of this agreement, to indemnify and hold harmless the Consultant against any and all claims associated with the identification, abatement and/or removal of the asbestos or hazardous or toxic substances / materials.
 - 18.14 The Client agrees that any opinion of probable cost prepared by the Consultant is intended to be indicative only and in the event that they are in error then, whatever the magnitude or error, the Consultant shall not be liable in contract, in tort for negligence or otherwise or any law generally for any loss or damage suffered thereby.