

10 October 2024

Paul Kupacz
Hi Noon Ski Club Ltd
Email: hinooninvoiceofficer@gmail.com

Dear Paul,

ACCESS & BCA PERFORMANCE SOLUTION REPORT – HI NOON SKI CLUB THREDBO

Thank you for the opportunity to submit this proposal and associated schedule of fees for the provisions of building consulting services.

J² consulting engineers offer you personalised service from the outset of the project. If engaged to provide the services offered in this fee proposal, access consultant and building surveyors Abby Mortimer and James Alexander will be responsible for the project and carry out all required services.

1.0 Scope of services

As part of this fee proposal, we offer the following services in response to recent discussions:

1. Preparation of a Performance Based Design Brief (PBDB).
2. Preparation of a Performance Solution Report under the Performance Requirements of the relevant Building Code of Australia (BCA), for submission the Certifying Authority with the relevant Construction approval application. The report will address the following non-compliances with the Deemed-to-Satisfy (DTS) provisions of the BCA.

Performance solutions - Access	BCA DTS Provision	BCA Performance Requirement	Assessment Methodology
To forgo the requirement to provide a compliant continuous accessible path of travel (CAPT) between the allotment boundary and the lower ground floor of the building in accordance with AS 1428.1-2009 due to limitations with the existing building structure.	D4D3, D4D4,	D1P1	Qualitative assessment demonstrating compliance with the performance requirements under A2G2 via a performance-based analysis under A2G2(2)(b)(ii).
To permit a reduced head height in a sanitary compartment due to limitations associated with a stair over.	F5D2	F5P1	Qualitative assessment demonstrating compliance with the performance requirements under A2G2 via a performance-based analysis under A2G2(2)(b)(ii).

2.0 Fee Proposal

To carry out the services offered above the following lump sum fee is provided:



Item	Services	Cost	GST
1.	Preparation of Access and BCA PBDB	\$2600	\$260
2.	Access and BCA Performance Solution for the above 2 Performance Solutions	\$3600	\$360

3.0 Exclusions

This proposal excludes any works not outlined above, however specifically excludes the following:

- Addressing any matters that are outside the scope or limitations of the BCA, Access to Premises Standard or DDA.
- The issue of any Compliance Certificates under the Environmental Planning & Assessment Act 1979.
- Provision of any design drawings or specifications.
- Any access performance solution reports. A separate fee will be provided for this following completion of the access assessment where required.
- Consideration of any fire services operations (including hydraulic, electrical or other systems).
- Consideration of any structural elements or geotechnical matters relating to the building, including any structural or other assessment of the existing fire resistance levels of the building.
- This report does not provide concessions for any Performance Solutions or exemptions from the requirements of the BCA. A separate fee can be provided for this following identification of any potential performance solutions as part of the BCA assessment.
- Payment of any application fees, disbursements or Council/Authority lodgement fees.
- The issue of any Compliance Certificates under the Environmental Planning & Assessment Act 1979.
- Any NatHERS, BCA Part J or other energy efficiency assessment; however, if necessary proposals can be obtained from suitably qualified and accredited assessors.
- The design of the systems required in order to satisfy the requirements of the fire engineering report.
- Reporting on hazardous materials, OH&S matters or site contamination.
- Operational checks of the fire safety equipment unless specified in this report.
- Provision of any fire services design drawings or specifications.
- Assessment of the Disability Discrimination Act.
- Involvement during the construction phase as this is not considered to be necessary for this project.

4.0 Additional Work - Hourly Rates

Any work carried out which has not been included in the services offered in the above proposal, will be charged at the rate of \$300.00 per hour plus GST, subject to approval by the client prior to proceeding.

5.0 Documentation

It is required that any plan documentation larger than A3 size be provided in hard copy at a suitable scale. It is preferable that drawings be provided at the scale of 1:100 at A3 size.

6.0 Insurance

Insurer	Policy Type
Allianz Australia Insurance Ltd	Public Liability
Quanta	Professional Indemnity
iCare	Workers Comp
Workcover SA	Workcover

7.0 Experience and Qualifications

James Alexander is a Fire Safety Engineer with more than 30 years' experience in the industry. James Alexander also holds an accreditation level of Grade 1A Accredited Certifier under the Building Professionals Board Scheme and the Australian Institute of Building scheme, being the highest level of accreditation.



Abby Mortimer is an access and building regulations consultant. Abby has post graduate qualifications in access consulting and also holds an accreditation as a Grade 1 Building Surveyor under the Australian Institute of Building Surveyors accreditation scheme.

8.0 Payment Terms

- At the sole discretion of J², a deposit may be required prior to the commencement and provision of any services.
- The Client is required to pay all amounts due in full and with no deduction or set-off, no more than 30 days from the end of the month during which any invoice is issued.
- In the event of a dispute, the complete undisputed portion of the account must be paid in accordance with the Payment Terms.
- Interest on overdue amounts will be incurred at a rate of 2.0% per calendar month or part thereof and the Client shall be liable for all such interest incurred.
- The Client shall be liable for all expenses incurred by J² on overdue accounts referred to a Collection Agent and /or a Solicitor including legal costs and/or any collection fees and/ or commissions in addition to Interest in obtaining, or attempting to obtain, payment for any amount due by the Client.
- J² shall have the exclusive right to nominate the Court and Jurisdiction in which any legal action is to be commenced and conducted.
- Any payment made by or on behalf of a Client which is later avoided by the application of any Statutory Provision shall be deemed not to discharge the Client's indebtedness and, in such an event, the parties are to be restored to rights which each respectively would have had if the payment had not been made.
- The Client shall be liable for, and expressly undertakes to pay, all fees (including an Administration Fee in an amount to be set from time to time by J² for all costs incurred because of any cheque or electronic banking transaction being dishonoured for whatever reason.

9.0 Personal Property Security Act (2009)

- The Client consents to J² effecting a registration on the PPSA register in relation to any security interest arising under or in connection with or contemplated by these terms.
- The Client waives its right to receive notice of a verification statement in relation to any registration by J² on the register.
- The Client agrees to promptly execute any documents, provide all relevant information, fully cooperate with J² and do any other act or thing that J² requires to ensure that J² has a perfected security interest in, and has priority over any other security interests in, the services provided.
- The Client will not register a financing change statement in respect of the security interest without prior written consent by J².
- If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising in connection with these terms, the Client agrees that the following provisions of the PPSA will not apply to the enforcement of these terms: section 95 (notice of removal of accession), to the extent that it requires J² to give a notice to the Client; section 96 (when a person with an interest in the whole may retain an accession); subsection 121(4) (enforcement of liquid assets – notice to grantor); section 125 (obligation to dispose of or retain collateral); section 130 (notice of disposal), to the extent that it requires J² to give a notice to the Client; paragraph 132(3)(d) (contents of statement of account after disposal); subsection 132(4) (statement of account if no disposal); subsection 134(1) (retention of collateral); section 135 (notice of retention); section 142 (redemption of collateral); and, section 143 (reinstatement of security agreement).
- Notices or documents required or permitted to be given to J² for the purposes of the PPSA must be given in accordance with the PPSA.
- The Client agrees with J² not to disclose information of the kind mentioned in subsection 275(1) of the PPSA except in circumstances required by paragraphs 275(7)(b)-(e).
- If J² receives any notice in relation to the Client under section 64 of the PPSA, all outstanding amounts may, at the discretion of J², become immediately due and payable.
- The Client agrees to reimburse, upon demand, J² for all costs and/or expenses incurred or payable by J² in relation to registering or maintaining any financing statement, releasing in whole or in part any security interest held by J² or any other document in respect of any security interest;
- In these terms the following words have the respective meanings given to them in the PPSA: commingled, financing statement, financing change statement, perfected, proceeds, register, registration, security interest



and verification statement.

10.0 Acceptance of Proposal

This offer is made to Paul Kupacz of Hi Noon Ski Club whom we understand would be our client should we be appointed. It is understood that all correspondence regarding this project is to be forwarded via your office.

To accept this proposal, please provide written confirmation or sign the attached acceptance form. This proposal is valid for 60 days.

At the completion of the report, a draft report will be issued with the accompanying invoice. Once payment is made in full, the final version of the report will be issued which will also address any modifications which are required to be made by stakeholders.

We trust this proposal has outlined the services offered and adequately detailed our fee basis, however if you have any questions regarding this proposal or require further information, please contact the undersigned.

Regards,

J SQUARED ENGINEERING PTY. LTD

James Alexander

Director

B. App.Sci (Bldg), Grad Dip (Disp Res),

ME(Fire safety), Grad Dip (Bldg Surv)

FPAA CFSP

BPB Grade A1 Accredited Certifier BDC0002

Fire Safety Engineer BDC64516

Registered VIC Building Practitioner (Fire Safety) EF66415

Registered Design practitioner and Professional Engineer

Abby Mortimer

BCA and Access Manager

B. BuiltEnv

Grad Dip BuiltEnv (Building Surveying)

Diploma of Access Consulting

SA Accredited Professional - Building Level 1 (APB20210008)

AIBS Nationally Accredited Level 1 Building Surveyor (7449)

Livable Housing Assessor (LHA20344)



J² CONSULTING ENGINEERS FEE PROPOSAL ACCEPTANCE

Project: ACCESS & BCA PERFORMANCE SOLUTION REPORT

Project Address: HI NOON SKI CLUB THREDBO

Invoice Details

Client (or Company): Hi Noon Ski Club Ltd.

Address: PO Box 7180
Yarralumla ACT 2600

Contact Name: Paul Kupacz

Phone No:

Email address: hinooninvoiceofficer@gmail.com

Client Acceptance

Services: Access Performance Solution Report with fee proposal dated 10/10/24

Item	Services	Cost	GST
1.	Preparation of Access and BCA PBDB	\$2600	\$260
2.	Access and BCA Performance Solution for the above 2 Performance Solutions	\$3600	\$360

Client Signature:

Client Name: Tim Norman, President

Date: 4/11/24

Return acceptance to: info@jsquared.com.au