



131843

TaylorThomsonWhitting

STRUCTURAL CONSULTANCY PROPOSAL FOR SYLVANIA WATERS SEAWALL INSPECTION

TTW Contact: Bruce Duff
Email: bruce.duff@ttw.com.au
Mobile: 0411 884 529

Client: As noted in acceptance slip at end of this letter

Scope of Work: Seawall inspection and report in format as attached

Inspection & Report Fee: \$500 + 10% GST per inspection

Conditions of Engagement:

- (1) We request we be formally commissioned by signing the acceptance slip at the end of this agreement. We require formal notification as to who should be invoiced for the works (i.e. the Client) including business name, ACN/ABN and address, the relevant contact name and telephone number.
- (2) We require that you promptly forward a copy of our proposal and these conditions to your client if you are acting as an agent in this project.
- (3) Services will be carried out in accordance with the Australian Standard General Conditions of Contract for Engagement of Consultants AS4122 unless agreed otherwise in writing or varied by these standard conditions. A copy of the Contract can be provided on request.
- (4) This agreement is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of those courts and any other court which may hear appeals from them.
- (5) Our fee does not include any allowance for Principal Certification or Independent Accredited Certification. Principal Certification is by Council or an Independent Principal Certifier in accordance with EP & A Act (NSW) 1998. Independent Accredited Certification shall be arranged by the Principal Certifier. Our fee also does not include carrying out the mandatory critical stage inspections required by the Environmental Planning and Assessment Amendment (Quality of Construction) Act 2003.
- (6) Our fee excludes geotechnical, surveying and materials investigations, and subcontractors work such as structural design, drafting, review or inspection associated with hoardings, demolition elements, shoring, cranes, hoists, formwork, back propping, temporary supports, installation and erection methods and their safety, safety products and systems, proprietary and design & construct systems, non-structural elements such as signage, glazing, walls and ceilings.
- (7) Fees will be held firm for a maximum of 12 months. Our fee would be billed monthly, progressively, during the project proportional to the work completed at that time. Payment of an invoice shall be within 30 days from the date of the invoice. Taylor Thomson Whitting (NSW) Pty Ltd ("TTW") reserves the right to withhold our documentation and/or certification and/or stop our work on the project and charge interest on outstanding accounts at the current bank overdraft rate if, after notice from us, the account remains unpaid for a period of 90 days from the date on which the payment became due. TTW reserves the right to stop work immediately if it receives notice that you are insolvent or financially unable to proceed with the agreement, have appointed a receiver or on the occurrence of any other insolvency event. In the event that TTW exercises any of its rights under this clause (including ceasing work), TTW will not be deemed to have committed a breach of its obligations under this Agreement.
- (8) Incidentals over and above agreement in services offered, i.e. courier, travel, accommodation, expenses, sub-consultants fees, Authorities fees, taxes, levies or charges, etc are to be reimbursed plus our time involved at an hourly rate basis.
- (9) All fees and reimbursements are subject to GST at the rate of 10%. Taylor Thomson Whitting (NSW) Pty Ltd reserves the right to recover from the Client any GST paid or payable by it in respect to the cost of the services.

Structural

Civil

Traffic

Facade

Engineers

TTW Group

Directors

RT Green BE Hons MEngSc FIE Aust
D Carolan BE Hons MEngSc MIEAust
R Mackellar BE Hons MIEAust
B Young BE Hons MIEAust
M Eddy BE Hons MIEAust
R McDougall BE MIEAust

Technical Directors

P Yannoulatos BE Hons Dip LGE MIEAust
D Genner BE Hons MIEAust
S Brain BE Hons MIEAust
D Jeffrey BE MIEAust
N Burdon BE Hons ME MIEAust MIPENZ
H Nguyen BScEng MIEAust
R Pratikna BE MConstMgt MIEAust
K Berry BE Hons MIEAust CPEng MIPENZ MICE

Associate Directors

S Schuetze BE Hons MIEAust
M Rogers BSc Hons MIEAust
D Taylor BE Hons MIEAust
J Tropiano BE MIEAust
P Lambley BE MIEAust
J Haling BE Hons MIEAust
D Mayne MEng Hons MIEAust
G Fowlie BE Hons MIEAust
W Alexander BE Hons MIEAust
R Milsted MEng Hons MIEAust
N Hallam BE Hons BCom MIEAust
S Nixon BE Hons MIEAust

Associates

N Biason BE MIEAust
M King BE Hons MIEAust
J Miles BE Hons
G Bills BE Hons MIEAust
G Petschack JP
M Raddatz

Manager Facade

N McClelland BSc BE Hons MBA MIEAust

- (10) After the expiration of one (1) year from the date of invoice for any investigation report, we shall be discharged from all liability in respect of the services provided whether under the law of contract, tort or otherwise.
- (11) Unless agreed otherwise, copyright in all documents (such as drawings, reports and specifications) provided by us shall remain the property of Taylor Thomson Whitting (NSW) Pty Ltd. Subject to payment of fees due, the Client alone shall have a licence to use the documents provided for the purpose of completing the project, but the Client shall not use, or make copies of, such documents in connection with any work not included in the project. If the Client is in breach of any obligation to make a payment to us, we may revoke the licence to use our documents and the Client shall then cause to be returned to us all documents provided by us and all copies thereof.
- (12) TTW's liability to the Client shall not exceed \$1,000,000. TTW's liability shall be limited to direct costs only and we shall have no liability for loss of profit or consequential damages. If any loss suffered by the Client has been caused or contributed to by the Client, its employees, contractors, agents, or third parties, TTW's liability shall be reduced proportionately.

Commencement

We would commence work on receipt of this agreement with the acceptance section below duly signed by your authorised representative. By signing this agreement, you confirm that you shall be bound by the terms of the TTW fee proposal unless we mutually agree on alternative written terms.

Yours faithfully
TAYLOR THOMSON WHITTING (NSW) PTY LTD



DAVID CAROLAN
Director

P:\2013\1318\131843\Fees\150521 - Sylvania Waters Seawall Inspection Fee Letter DMC ct.doc

Acceptance of Commission:

We confirm our acceptance of the terms of this agreement and request Taylor Thomson Whitting (NSW) Pty Ltd to undertake the described works.

Client Name: **ABN Number:**
(if applicable)

Address:

Email: **Phone:**

Signed: **Purchase Order Number:**
Client (if applicable)

Comments:

Please sign, scan and return in PDF format via email: carmen.tam@ttw.com.au