

Deliverables – Civil Engineering:

- Develop Concept Site Plan for Carpark & Access to Church.
- Design Stormwater Drainage & Brief Report to Church Committee.
- Detailed Site Grading Design, Retaining Walls, Drainage and Drawings issued for Construction.
- Op Works Application, Bill of Quantities for Tendering.

Deliverables – Structural Engineering:

- Covered Area Extension Layout, Elevations & Sections.
- Slab & Foundation Layouts & Details.
- Roof Framing Design.
- External Concrete Layouts & Details.

If required, we would be pleased to undertake further services not outlined above in accordance with the hourly rates below.

Personnel Title (role)	Hourly Rate (ex GST)
Principal Engineer	\$265
CIVIL	
Project Manager	\$210
Senior Civil Engineer	\$215
Senior Civil Designer	\$210
Civil Designer	\$125
STRUCTURAL	
Senior Structural Engineer	\$190
Structural Engineer	\$150
Senior Structural Drafter	\$170
Project Manager	\$160
Structural Drafter	\$110

Timing

We propose the following timing (subject to the receipt of all commencement information and fee confirmation/deposit)

Part 1 : Civil Engineering	4-6 weeks from commencement.
Part 2 : Structural Engineering	4-6 weeks from commencement.

Exclusions

Please be aware that the following are **not** included in our scope of works:

- Steel Fabrication Workshop Drawings
- Surveying
- Geotechnical reporting/testing
- Electrical/lighting/communications design/drafting
- Landscape design/drafting
- Council/other authority fees and charges
- Additional work required by Council or QUU 'Information requests' or requested amendments to plans, following the works submission.
- Hydraulic engineering for potable water and sanitary drainage.

- Preparation of As Constructed data. (usually performed by your surveyor)
- “Off maintenance” meetings and documentation
- Negotiations with neighbouring owners

Cancellation of Services

If at any time the project is cancelled before completion, any work that has been undertaken up to that date will be charged at the rates noted above. Any disbursements or costs incurred for sub-consultants, etc, will be charged at cost plus 10% administration charge. Any deposit amounts already paid will be reimbursed to the payer less the aforementioned costs.

Requirements & Payment Conditions

Additional Documentation Required

To commence our works we require an electronic copy of the Detail Survey & site plan (in AutoCAD format). We may also require additional survey as we progress with the design. We also require a copy of the soil test for the site.

Payment Conditions

We advise that our payment policy requires a **25% deposit (of the quoted fee)** prior to our commencement of work. An invoice for this amount will be issued following your acceptance of our offer. The residual amount will be invoiced following completion of our works. (long running projects will be invoiced on a monthly “progress payment” system)

Please Note:-

- The above quoted fees are valid for sixty (60) days only.
- Payment Terms are seven (7) days from the date of invoice.
- Completed work will only be issued on payment of final invoice.
- Failure to pay invoices within the terms of this agreement may result in delays to the completion of the work. In the event of late payments, Osborn Consulting Engineers may in addition to the invoice amount, charge for legal and/or debt collection costs incurred in relation to recovery of all outstanding moneys.

Contacts

If you wish to accept our fee proposal, please complete the attached “Fee Proposal Acceptance Form” and return to our Warwick office via,

- Post: PO Box 495, Warwick, QLD 4370
- Facsimile: (07) 4660 3310
- Email: warwick@osbornconsulting.com.au

Should you have any queries or require further information, please do not hesitate to contact the undersigned.

Yours faithfully

Osborn Consulting Engineers



Arkadiusz Feininger, B.E. (Civil) MIEA CPEng
Registered Prof. Engineer No. 13740



REVISED FEE PROPOSAL ACCEPTANCE FORM

Our Reference: **MT20-0134**
Site Address: **18-24 Isa Street, Mount Isa**
Project: **Carpark and Access Design**

Date: **Wednesday, 14 October 2020**

Scope of Services and Fees

Part 1: Civil Engineering

- As detailed in the attached letter.

Fee: \$17,785 Plus 10% GST

Part 2: Structural Engineering

- As detailed in the attached letter.

Fee: \$5,060 Plus 10% GST

Conditions of Fee Proposal

The quoted fees are subject to the Requirements and Conditions outlined in the above referenced letter.

Osborn Consulting Engineers

Client Authorisation

The above fee proposal is acceptable and I authorise Osborn Consulting to proceed with this project as described above. (Signature): _____ Date: / /

Please confirm the following details for our records.

Client Contact Details

Name: _____

Address: _____

Phone No: _____ Mobile No: _____

Email: _____

Billing Details (if different to above)

Name/Company Name: _____

ABN (If applicable): _____

Address: _____

Phone No: _____ Fax No: _____

Contact Name: _____



AGREEMENT FOR THE PROVISION OF CONSULTING SERVICES

Between:

The 'Consultant' – **Osborn Consulting Engineers Pty. Ltd.**

and

The 'Client' – **Mount Isa Baptist Church**

- 1) The Consultant shall provide to the Client the consulting services described in the accompanying letter together with such other services as may be agreed from time to time (the "Services").
- 2) The Client shall, at its own cost, as soon as practicable make available to the Consultant all information, documents and other particulars relating to the Client's requirement for the project as is necessary for the Consultant to carry out the services as expressly set out in this Agreement (the 'Scope of Services and Fees'). The consultant is entitled to rely on such information, documents and other particulars as are provided by the Client pursuant to or in connection with this Agreement.
- 3) The Client shall pay to the Consultant:
 - a. The Fee and Reimbursable Expenses as set out in the above letter together with such other amounts in respect of other services agreed to be provided;
 - b. Reasonable adjustments to the Fee and the Reimbursable Expenses to reflect the additional costs, expenses, liabilities, losses or other amounts incurred or suffered by the Consultant in the performance of the Services and arising out of or in connection with any event or matter beyond the Consultant's control; and
 - c. To the extent that amounts payable under this Agreement are not expressed to be GST inclusive, an additional amount for the GST incurred by the Consultant in relation to the supply of the Services ('GST').
- 4) The Consultant may claim payment in accordance with the times set out in the accompanying letter or, if no time is set out, monthly in arrears. The Client must pay the Consultant, without set-off or deduction:
 - a. The amount payable under this Agreement for the Services provided during the relevant period, within 30 days of the Consultant's invoice; and
 - b. The GST payable under this Agreement for the Services provided during the relevant period, within 30 days of receiving a valid tax invoice.
- 5) If the Client does not pay the Consultant in accordance with this Agreement then, without prejudice to any other rights or remedies the Consultant may have, interest will be payable from the date of invoice until payment at a rate per annum equal to the Unsecured Personal Overdraft Rate as most recently published by Westpac, plus an additional 1% per annum.
- 6) To the maximum extent permitted under law:
 - a. Subject to paragraphs (b), (c) and (d) below, the Consultant's liability to the Client arising out of or in connection with this Agreement (including the performance or non-performance of the Services), whether under the law of contract, in tort, under statute, in equity or otherwise, shall be limited in aggregate to the amount specified in the above letter or \$300,000, if no amount is stated in the letter.
 - b. The Consultant is not liable to the Client in respect of any indirect, consequential or special losses (including loss of profit, loss of business opportunity and payment of liquidated sums or damages under any other agreement);
 - c. The Consultant shall be deemed to have been discharged from all liability in respect of the Services whether under contract, in tort, in equity, under statute or otherwise, at the expiration of the period specified in the accompanying letter, or if no date is specified, on the expiration of 3 years from completion of the Services;
 - d. If, and to the extent that, any of this clause is void as a result of section 64 of the Competition and Consumer Act 2010 (Cth) in Schedule 2, then the Consultant's liability for a breach of condition or warranty is limited to:
 - i) the supplying of the relevant Services again; or
 - ii) the payment of the cost of having the Services supplied again.

- 7) Subject to the Client complying with its obligations under the Agreement, the Consultant grants to the Client a non-exclusive, royalty-free and irrevocable licence to use (and allow others to use) any intellectual property (including all drawings, reports, specifications, bills of quantity, calculations and other documents, including “works” as defined in the Copyright Act 1968 (Cth) created or produced by the Consultant) arising out of provision of the Services (“IP Rights”) for the purposes of completing the specific Project. As between the Client and the Consultant, the ownership of the IP Rights vests in the Consultant.
- 8) Neither the client or the Consultant shall disclose to third parties or use for any purpose (other than providing or benefiting from the Services) any information provided by the other unless:
 - a. Required by law;
 - b. The information is already generally known to the public; or
 - c. The other consents to the disclosure.

All documentation and materials containing confidential information provided by one party to the other shall be returned upon request.

- 9) Any dispute or difference (“Dispute”) between the Client and the Consultant may be notified by a party to the other party and the parties shall:
 - a. Firstly meet to negotiate, in good faith, resolution of the Dispute; and
 - b. Secondly, if negotiation fails to achieve a resolution of Dispute within 5 working days of the notification of the Dispute, attend mediation, administered in accordance with procedures as set out by the Institute of Arbitrators and Mediators Australia,
 - c. Provided that this provision shall not prevent the Consultant from instituting legal action at any time to recover moneys owing by the Client to the Consultant.
- 10) The Client may, without prejudice to any other rights or remedies it may have, by written notice served on the Consultant terminate its obligations under this Agreement:
 - a. If the Consultant is in breach of the terms of the Agreement and the breach has not been remedied within 10 days of a written notice served by the Client on the Consultant specifying the breach and requiring the breach to be remedied; or
 - b. Upon the Client giving the Consultant 20 days’ written notice of its intention to do so; or
 - c. If the Consultant informs the Client that it is insolvent, becomes bankrupt, or becomes subject to any official management, receivership, liquidation, provisional liquidation, voluntary administration, winding up or external administration (“Insolvency Event”).
- 11) The Consultant may, without prejudice to any other rights or remedies it may have, by notice in writing served on the Client suspend its obligations under this Agreement.
 - a. Immediately by written notice if the Client has failed to pay in accordance with the Agreement; or
 - b. If the Client is in breach of any of the other terms of the Agreement and the breach has not been remedied within 5 working days (or longer as the Consultant may allow) of a written notice served by the Consultant on the Client specifying the breach and requiring the breach to be remedied.
- 12) The Consultant may, without prejudice to any other rights or remedies it may have, terminate its obligations under this Agreement:
 - a. If the breach referred to in clause 11(a) has not been remedied within 5 days of a written notice served by the Consultant on the Client specifying the breach and requiring the breach to be remedied; or
 - b. If the Client is in breach of any of the other terms of the Agreement and the breach has not been remedied within 28 days of a written notice served by the Consultant on the Client specifying the breach and requiring the breach to be remedied; or
 - c. Upon the Consultant giving the Client 20 days’ written notice of its intention to do so; or
 - d. If an Insolvency Event occurs in relation to the Client.
- 13) If the Consultant considers it appropriate to do so, it may, with the Client’s prior approval, which shall not be unreasonably withheld or delayed, engage other consultants to assist the Consultant in specialist areas. The other consultant shall be engaged at the Client’s risk, cost and expense, and on its behalf.
- 14) Neither party may assign, transfer or sublet any obligations under this Agreement without the written consent of the other. Unless stated in writing to the contrary, no assignment, transfer or subletting shall release the assignor from any obligation under this agreement.
- 15) In the interpretation of this Agreement, no rule of construction applies to the disadvantage of one party on the basis that it put forward this Agreement or any part of it.