

23 November 2012

Quote Reference: Q34723

Andrew Laughton
11b Keble Heights
COLLEGE GROVE WA 6230

laughton.andrew@gmail.com

Dear Andrew Laughton

#11B KEBBLE HEIGHTS COLLEGE GROVE

1.0 INTRODUCTION

Further to your enquiry, Structerre Consulting Engineers Geotechnical division are pleased to submit our proposal fee for a Grout Block Design & Report at the above site address.

2.0 SCOPE OF WORK

1. Carrying out three (3) Perth Sand Penetrometer tests to 5.0m or refusal for measurement of foundation strength and compressibility of the subsoil layers.
2. Grout Block Design and Report

3.0 SITE VISIT

The site visit will be carried out within one week of the attached Terms of Engagement being returned back to our office.

4.0 FEE

Our fee will be \$2850 plus \$285 GST (total \$3135)

Please Note The completed Geotechnical Investigation Report will not be released until full payment has been made for all Cash on Delivery (C.O.D) clients.

This quote inclusive of GST, is valid for three months from the date of this letter and is based on the information submitted to us.

Structerre Consulting Engineers Terms of Engagement have been attached. Should you wish to proceed with this quotation, can Andrew Laughton please sign the Terms of Engagement and return one copy to the undersigned.

I trust this is satisfactory to you and look forward to your further instructions.

Yours faithfully



PRASUDI ATMAJAYA
Graduate Engineer
Phone : (08) 9205 4630

TERMS OF ENGAGEMENT

CLIENT: **ANDREW LAUGHTON**
11B KEBLE HEIGHTS
COLLEGE GROVE WA 6230

PROJECT ADDRESS: #11B KEBBLE HEIGHTS COLLEGE GROVE

QUOTE FEE: \$2850 plus \$285 GST (total \$3135)

The following are the Terms and Conditions of Engagement under which Structerre Consulting Engineers will carry out the work, the nature of which is outlined in our fee proposal dated 23/11/2012. These Conditions are generally in accordance with those set out by the Association of Consulting Engineers Australia.

TERMS & CONDITIONS:

1. The Client is as detailed above and that Client shall be responsible for the payment of the invoice. The Client shall inform the Consulting Engineer ("Structerre") if any of the Client details vary subsequent to this agreement.
2. Structerre shall provide to the Client the consulting engineering services described in the fee proposal.
3. In providing the services, Structerre shall exercise the degree of skill, care and diligence normally exercised by Consulting Engineers in similar circumstances.
4. The Client shall provide to Structerre briefing and all information concerning the Client's requirement for the commission.
5. The Client shall pay to Structerre the Fee and the Reimbursable Expenses as set out in the fee proposal.
6.
 - a) Structerre will invoice the agreed fees at the completion of documentation.
 - b) All moneys payable by the Client to Structerre shall be paid prior to issue of the Geotech Report. Moneys not paid within 14 days of the date on invoice shall attract interest from the date on invoice until payment at the rate of 1.5% per month. The Client is responsible for any costs incurred in recouping this debt (ie. Debt collection costs, legal fees, dishonour cheque fees).
 - c) GST will be charged on all goods and services to which it is applicable, as required by Federal Law. This will be payable with the invoice and under the Terms set out herein.
7. Additional work required by the Client (items not included in the quotation) shall be invoiced to the Client as a variation. All requirements for variations are to be advised to Structerre in writing.
8. Should the progress of work be delayed for longer than one month for reasons beyond Structerre's control, Structerre will invoice for work completed to date.
9. The liability of Structerre to the Client in respect of their Services for the project, whether in contract, tort or otherwise, shall be limited to the lesser of five times the value of the fees (exclusive GST and disbursements), or the sum of \$100,000. Structerre shall only be liable to the Client for direct loss or damage suffered by the Client as the result of a breach by Structerre of their obligations under this Agreement and shall not be liable for any loss of profits.
10. After the expiration of one calendar year from the date of invoice in respect of the final amount claimed by Structerre pursuant to Clause 5, Structerre shall be discharged from all liability in respect of the services whether under the law of contract, tort or otherwise.
11. Copyright in all drawings, reports, specifications, bills of quantity, calculations and other documents provided by Structerre in connection with the project shall remain the property of Structerre.
12. Subject to Clause 13, the Client alone shall have a licence to use the documents referred to in Clause 11 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.
13. If the Client is in breach of any obligation to make a payment to Structerre, Structerre may revoke the licence referred to in Clause 12, and the Client shall then cause to be returned to Structerre all documents referred to in Clause 11 and all copies thereof.
14. Any dispute between the Client and Structerre shall first be the subject of mediation provided that this provision shall not prevent Structerre from instituting legal action at any time to recover moneys owing by the Client to Structerre.

15. The Client may terminate his obligations under this Agreement:
 - (a) in the event of substantial breach by Structerre of his obligations hereunder, which breach has not been remedied within 30 days of written notice from the Client requiring the breach to be remedied; or
 - (b) upon giving Structerre written notice of his intention to do so.
16. Structerre may suspend or terminate their obligations under this Agreement:
 - (a) in the event of:
 - (i) moneys payable to Structerre hereunder being outstanding beyond the Terms outlined in Clause 6(b) above;
 - (ii) other substantial breach by the Client of his obligations hereunder, which breach has not been remedied within 30 days of written notice from Structerre requiring the breach to be remedied; or
 - (b) upon giving the Client written notice of his intention to do so.
17. If Structerre considers it appropriate to do so, he may with the Client's prior approval, which shall not be unreasonably withheld, engage another consultant to assist Structerre in specialist areas. The Client accepts responsibility for all moneys payable to such other consultants.
18. Neither party may assign, transfer or sublet any obligation 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.
19. The client and/or owner indemnifies Structerre against all claims for damage to buildings or infrastructure adjacent to, or surrounding the work site that may be caused by vibration, settlement of footings or any other damage occurring as a result of work conducted by Contractors in the installation of retention and/or shoring systems designed by Structerre for the client and/or owner.

IN ACCEPTANCE:

The above terms are accepted and the client details are correct.

ACCEPTED BY: ANDREW LAUGHTON Andrew Laughton For STRUCTERRE Geotech Department
DATE:	23 November 2012 Quote: Q34723