

# Fee Proposal

Ibrahim Alghothani  
 West Region Delivery Team  
 Level 4, 11 Murray Rose Avenue  
 Sydney Olympic Park 2127

Date: 05 September 2025  
 Contact: Oliver Yan  
 Estimate No: 19590-12924  
 AG Project No: 19590

## Project Title: WS311 Rosemeadow Reservoir - Environmental Services, Greco Reserve at Greco Place, Rosemeadow NSW

Dear Ibrahim

### 1 Introduction

Alliance Geotechnical Pty Ltd (Alliance) is pleased to submit this proposal to Abergeldie Contractors Pty Limited & Fulton Hogan Utilities Pty Ltd & Programmed Facility Management Pty. Ltd. & Stantec Australia Pty Ltd (ABN 49 476 102 277) trading as West Region Delivery Team (the client) for provision of environmental consulting services (the Services) at Rosemeadow Reservoir Project located at Greco Reserve at Greco Place, Rosemeadow NSW (the site).

### 2 Project Appreciation

Alliance received a Request for Quotation (RFQ) from Ibrahim Alghothani on 4 September 2025. The RFQ included environmental brief documents ref: P0000045-WRD-DE-GT-SCW-000001 and RFQ HBM Assessment and Management Plans WS0311.

Based on information provided by the client, Alliance has the following project appreciation:

- The site is comprised of Lot 1 in DP601029 and covers approximately 8,045m<sup>2</sup>;
  - The site is not owned by the client;
  - The site is currently occupied and being used for a Sydney Water reservoir, with one tank reservoir positioned atop a hill with a driveway and landscaping (grass and trees).
  - The project would include development of a new reservoir tank (R311) to be installed north of the existing tank and upgrades to existing tank reservoir (e.g. re-roofing and re-lining construction).
  - We understand that the client is seeking environmental services to support the refurbishment and demolition works at the site, including:
    - a preliminary material classification of in-situ materials across a portion of the site, measuring approximately 700m<sup>2</sup>, to a nominal depth of 2m below ground level, located north of the existing reservoir tank, to be excavated as part of new tank reservoir development. The client requires preliminary advise on:
      - the classification of the fill material to **facilitate disposal to landfill**;
      - the classification of the fill material to **facilitate potential reuse offsite** (e.g. ENM); and
      - the classification of the natural material to **facilitate potential reuse offsite**;
- Alliance understands that these works will be done concurrently with the geotechnical scope of works (refer to Estimate No. 12920) and soil samples will be collected from the two geotechnical boreholes. Alliance has assumed two homogeneous fill layers and one natural layer will be encountered at each sampling point;
- preliminary advise on the site contamination in site soils (by comparing preliminary waste classification data to NEPC 2013 human health and ecological criteria);
    - For the purposes of this preliminary assessment, based on the ongoing and proposed redevelopment at the site, in the context of land contamination, the land use scenario is considered to comprise of:
      - Comm/Industrial ; and
      - Public open space such as parks, playgrounds, playing fields, (e.g. ovals), secondary schools and footpaths (but does not include undeveloped public open space such as urban bushland and reserves, which should be subject to site specific assessment where appropriate);
  - a pre-demolition hazardous building material survey (HBMS); and
  - provision of an asbestos and lead paint building material management plan (MMP, TSOW);
- These works are to be completed concurrently
- A hazardous building material register for the site was provided by the client (ref: WS0311, HazCentral 2020) for the existing tank reservoir at the site; and
  - The client does not require the project deliverables to be reviewed by a Certified Environmental Practitioner - Site Contamination Specialist (CEnvP-SC).

### 2 Objectives

Alliance understands the objective of the material classification assessment is to make a preliminary assessment of:

- the fill material for offsite disposal purposes to landfill;
- whether the fill material would classify as excavated natural material (ENM); and
- whether the natural material would classify as virgin excavated natural material (VENM).

Alliance understands the objective of the preliminary site contamination assessment is to compare the analytical data collected from the waste classification assessment, against human health and ecological criteria presented in NEPC 2013. It is not the objective of this scope to assess or endorse, whether the material will be suitable for a particular land use scenario.

Alliance understand the objectives of the hazardous materials building survey are to:

- Make an assessment of the type, location, quantity and condition of hazardous building materials in the reasonably accessible areas of the existing reservoir tank, located south central portion of the site; and
- Provide recommendations for the management and/or removal of identified hazardous building materials (if identified). to support WRDT in their update of HazCentral 2020, (Alliance has not made allowance to update this document directly).

Alliance undemands the objective of the asbestos and lead paint building MMP for the site, is to include:

- a management objective to facilitate the management of asbestos and lead paint building materials in the identified structures during refurbishment;
- a management strategy for the identified asbestos containing material and lead paint building materials; and
- a preferred asbestos containing material and lead paint clearance strategy to assess whether the management objective has been addressed.

For the purpose of this project, the following hazardous building materials will be considered:

- asbestos containing materials (ACM);
- asbestos containing dusts (ACD);
- lead based paints (LBP);
- lead containing dust (LCD);
- synthetic mineral fibres (SMF);
- polychlorinated biphenyls (PCB); and
- ozone depleting substances (ODS).

### **3 Scope of Work**

#### **3.1 Project Planning, Managment and Client Communication**

The project will be planned and managed by a suitably experienced Alliance environmental consultant, with technical support from an Alliance principal consultant. Alliance has not made allowance for participation in client telephone / video / face-to-face meetings or other project related communication with client, beyond basic advice on project program and scheduling of fieldwork. Alliance can participate in meetings or provide additional communication, if required, as an additional scope of work item to the Services, with reference to Section 7.

#### **3.2 Preliminary Waste Classification**

Alliance will undertake a desktop review of acid sulfate soil maps held on file, and a selection of recent aerial photographic records for the site.

Alliance will prepare a sampling and analysis quality plan (SAQP) based on the desktop review. The SAQP will be designed with reference to the US EPA's seven step process, with data quality objectives (DQO) and data quality indicators (DQI). The sampling and analysis scope allowed for in this proposal is preliminary in nature, based on Alliance's preliminary project understanding, and may require amendment should the actual site conditions differ from that preliminary understanding. Alliance would discuss potential amendments with the client, before proceeding.

Alliance has allowed for one mobilisation to site and:

- Observation of the drilling of up to two geotechnical boreholes, to a target depth of 1.5m below ground level (bgl), 0.3m into natural material, or practical refusal;
- Excavation of up to two test pits (adjacent to the two geotechnical boreholes) using hand tools (e.g. shovel), to a target dept of 0.5m below ground level, or practical refusal to collect soil samples for ENM assessment;
- Logging soils encountered during intrusive works;
- Collecting soil samples from relevant sampling points, at the surface and at regular depth intervals, or where evidence of potential contamination is observed.
- Screening of relevant soil samples for volatile organic compounds (VOC) using a calibrated photo-ionisation detector (PID)

Alliance has made allowance for completion of soil sampling works from the geotechnical boreholes within **one** business (8-hour) working day on site. In the event fieldwork exceeds that time allowance, additional will be charged at the applicable rate in Section 7.

Alliance has allowed for NATA accredited laboratory analysis (**5-7 business days** turnaround) up to the quantities set out below.

Soils

6 x total recoverable hydrocarbons (TRH)  
6 x benzene, toluene, ethyl benzene and xylenes (BTEX)  
6 x polycyclic aromatic hydrocarbons (PAH)  
4 x organochlorine pesticides (OCP)  
4 x polychlorinated biphenyl (PCB)  
6 x metals (As, Cd, Cr, Cu, Pb, Hg, Ni, Zn)  
2 x pH / electrical conductivity (EC)  
2 x foreign materials (rubber, plastic, bitumen, paper, cloth, paint and wood)  
6 x asbestos (absence / presence)  
2 x toxicity characteristic leaching procedure (TCLP) either one metal or benzo(a)pyrene each (provisional)

Alliance has made provisional allowance for analysis of one intra-laboratory duplicates (for 8 metals), one inter-laboratory triplicates (for 8 metals), one rinsate blanks, and one trip spike/blanks (BTEXN/TRH C6-C10), for field and laboratory quality assurance / control assessment purposes.

Should observations made during proposed fieldwork or laboratory analysis, indicate potential for contamination not addressed by the proposed sampling point quantities, methods, analytical suite or quantities, Alliance may recommend amending the scope or work to facilitate material classification. Alliance would seek client approval prior to undertaking additional works.

The data collected during the desktop review, fieldwork and laboratory analysis will be assessed and a preliminary waste classification assessment report prepared with reference to the relevant sections of NSW EPA 2014, 'Waste Classification Guidelines'. The report will be issued as 'final' in secure electronic (PDF) format via email. Addressing comments on the report can be undertaken as an additional scope item, with reference to the Schedule of Rates below.

**3.3 Preliminary Site Contamination Assessment Letter**

Alliance will utilise the analytical data collected as part of the preliminary waste classification (Section 3.2) and compare the results to NEPC 2013 and Friebel, E & Nadebaum, P (2011) 'direct contact' human health criteria and 'generic' ecological health criteria.

A letter will be prepared, summarising this comparison to NEPC 2013 and Friebel, E & Nadebaum P (2011) adopted criteria. The letter will be issued as 'final' in secure electronic (PDF) format via email. Addressing comments on the report can be undertaken as an additional scope item, with reference to the Schedule of Rates below.

**3.4 Hazardous Building Material Survey.**

Alliance proposed to undertake the following scope of works to address the hazardous building materials survey objectives.

**3.4.1 Fieldwork**

Alliance has allowed for one mobilisation to site and undertaking a survey of hazardous building materials in relevant internal and external areas of the nominated reservoir tank and structures, that in the opinion of Alliance are safely accessible. Alliance has not made allowance for accessing the internal portion of the reservoir.

The survey will be undertaken with reference to the relevant sections of:

- ANZECC 1997, 'Identification of PCB Containing Capacitors'
- AS 4874-2000, 'Guide to the investigation of potentially contaminated soil and deposited dust as a source of lead available to humans'
- AS/NZS 4361.1:2017, 'Guide to hazardous paint management, Part 1: Lead and other hazardous metallic pigments in industrial applications'
- AS/NZS 4361.2:2017, 'Guide to hazardous paint management, Part 2: Lead paint in residential, public and commercial buildings'
- HB 40.1-2001, The Australian Refrigeration and Air-conditioning Code of Good Practice
- SafeWork NSW 2022, 'Code of Practice: How to manage and control asbestos in the workplace' dated December 2022

The survey will include:

- a minor destructive survey for collection of up to:
  - 5 x ACM or ACD including SMF samples;
  - 5 x LBP or LCD samples;
- a visual assessment of:
  - electrical appliances (including representative light fittings) for the presence of capacitors potentially containing PCB;
  - refrigerators, air conditioners and fire extinguishers for the presence of ODS; and

- thermal and acoustic insulation for the presence of SMF.

Alliance will arrange for reasonable 'make safe' on destructive sampling points, using industry accepted practice. Evidence of destructive sampling after 'make safe' works should be expected.

Alliance has made allowance for completion of the survey fieldwork in conjunction within the *Preliminary Waste Classification* working day on site.

Should observations made during proposed fieldwork indicate a potential for hazardous building materials to not be addressed by the proposed Services, Alliance may recommend amending the proposed Services to facilitate addressing the project objectives.

No allowance has been made to:

- return sampled materials to their original condition;
- access areas or surfaces that:
  - are considered unsafe to enter, when in the reasonable opinion of Alliance, are considered to be structurally unsound;
  - meet the definition of a 'confined space';
  - are subfloor voids or crawl spaces;
  - require destruction of equipment or demolition works;
  - contain services including electricity, gas, water, chemical lines, or pressurised services;
  - require use of an elevated work platform (EWP);
  - are greater than 2.5m in height above ground level; and
  - are below-ground building structures, including footings and foundations.

Assumptions regarding the presence or absence of hazardous building materials in these areas or on these surfaces, will be made at the time of the survey, using industry accepted practice and professional judgement.

#### 3.4.2 Laboratory Analysis

Alliance has allowed for NATA accredited laboratory analysis (**5-7 day turnaround**) up to the quantities set out below.

- 5 x ACM or ACD including SMF samples (building material ID); and
- 5 x LBP or LCD samples.

Expedited laboratory analysis turnaround is subject to the following surcharges:

- 100% for 1 day turnaround;
- 50% for 2 day turnaround; and
- 25% for 3 day turnaround.

The turnaround time starts at 5pm on the business day date that the samples are receipted by the analytical laboratory.

Should observations made during proposed laboratory analysis indicate potential for hazardous building materials to not be addressed by the proposed Services, Alliance may recommend amending the proposed Services to facilitate addressing the project objectives.

#### 3.4.3 Data Assessment and Reporting

The data collected during the fieldwork and laboratory analysis will be assessed and a hazardous building materials survey report (inclusive of a hazardous building materials register) prepared, with reference to the relevant sections of:

- ANZECC 2003, 'Polychlorinated Biphenyls Management Plan' Revised Edition April 2003
- AS/NZS 4361.2:2017, 'Guide to hazardous paint management, Part 2: Lead paint in residential, public and commercial buildings'
- ETU / ECAA / NECA 1993, 'Code of Practice for the Safe Handling of Equipment Containing Polychlorinated Biphenyl'
- HB 40.1-2001, The Australian Refrigeration and Air-conditioning Code of Good Practice
- NOHSC 1993, 'Code of Practice for the Safe Use of Synthetic Mineral Fibres
- SafeWork NSW 2022a, 'Code of Practice: How to manage and control asbestos in the workplace' dated December 2022
- <https://www.safework.nsw.gov.au/resource-library/manufacturing/safe-management-of-synthetic-mineral-fibres-smf-glasswool-and-rockwool>

The report will include:

- information on the type, location, quantity and condition of hazardous building materials in the areas surveyed; and
- recommendations for management of hazardous building materials (if identified).

The report will be issued as 'final' in secure electronic (PDF) format via email. Addressing comments on the report can be undertaken as an additional scope item to the Services, with reference to the Schedule of Rates below.

### 3.5 Asbestos and Lead Paint Building Materials Management Plan (TSOW)

Alliance will undertake:

- a desktop review of HazCentral 2020,
- a desktop review of Alliance (2025); and
- data assessment and reporting.

If there is information identified during the desktop review that will not be addressed by the scope of work set out in this proposal, Alliance may recommend varying the Services, to address the project objective. Alliance would seek client approval prior to varying the Services.

The data collected during the desktop review will be assessed and a lead paint MMP prepared with reference to the relevant sections of:

- AS/NZS 4361.2:2017
- Clause 396 to 404 in of the Work Health and Safety Regulation 2017 (NSW)

The report will be issued as 'final' in secure electronic (PDF) format via email. Addressing comments on the report can be undertaken as an additional scope item, with reference to the Schedule of Rates below.

### 4 Client Inputs

Alliance requires the following client inputs upon engagement (and prior to mobilisation to site), at no cost to Alliance, in order to undertake the proposed scope of works:

- Arrange and coordinate unrestricted and uninterrupted drive on access across the site, on a mutually agreeable date and time (where drive-on access across the site cannot be made available, then the shall arrange and coordinate parking for Alliance on or immediately adjacent to the site);
- These scope of works presented herein will need to be completed concurrently as part of Alliance Estimate 12920.
- A copy of the plans of the structure to be subject of to the asbestos and lead paint management, in electronic (PDF) format.

### 5 Program

The Services will be provided during normal business days (Monday to Friday), between the hours of 7am and 5pm. At the time of preparing this proposal, Alliance estimates the project reporting deliverables can be made available, as follows:

- the preliminary waste classification report can be provided within one to two days from receipt of all laboratory analytical results;
- the preliminary site contamination assessment letter (comparison to NEPC 2013) can be made available within one day following completion of the preliminary waste classification report;
- the hazardous building material survey (HBMS) can be provided within one to two weeks, following receipt of all laboratory analytical results; and
- the asbestos and lead paint building materials management plant (TSOC) can be provided within one to two weeks, following submission of the HBMS report.

### 6 Fees

Alliance proposes the fees set out in the fee summary table in Section 9 of this proposal, to undertake the Services. Progress invoices will be issued monthly or on project completion, whichever occurs first.

Expedited laboratory analysis turnaround is subject to the following surcharges:

- 100% for 1 day turnaround;
- 50% for 2 day turnaround; and
- 25% for 3 day turnaround.

The turnaround time starts at **5pm on the business day date that the samples are receipted by the analytical laboratory.**

### 7 Schedule of Rates

In the event that Services beyond the proposed scope of works are required, these can be undertaken on a time and materials basis, using the schedule of hourly rates in Engineering and Construction Short Subcontract (ECSS) WRD-CN-CGT-CON-000015 variation 001, executed on 26/07/2023.

### 8 Offer, Validity and Acceptance

Alliance offers to provide the Services in accordance with the terms of Engineering and Construction Short Subcontract (ECSS) WRDCN-CGT-CON-000015 executed on 29/07/2021 (as extended by Variation 1 executed on 26/07/2023). This offer is valid for a period of 30 days from the date of this proposal. Alliance requires written acceptance of this proposal in order for the Services to commence.

**9 Fee Summary Table (ex GST)**

Preliminary Waste Classification Assessment	\$4,600.00
Preliminary Site Contamination Assessment Letter (Comparison of Waste Class Data against NEPM 2013 criteria)	\$430.00
Hazardous Building Material Survey	\$2,500.00
Asbestos and Lead Paint Building Materials Management Plan (TSOW)	\$1,990.00
<b>Subtotal</b>	<b>\$9,520.00</b>
<b>GST</b>	<b>\$951.99</b>
<b>Total AUD</b>	<b>\$10,471.99</b>

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For and on behalf of Alliance Geotechnical Pty Ltd,

**Oliver Yan**

Senior Project Scientist  
Alliance Geotechnical Pty Ltd

## Terms and Conditions of Engagement

### RECITALS

- A. Alliance Geotechnical Pty Ltd (ABN 62 106 885 214) ("**Alliance**") has been requested to provide the Services to the Client.
- B. Alliance has agreed to provide the Services to the Client on the terms and conditions set out in this Agreement.

### OPERATIVE CLAUSES

#### 1. DEFINITIONS

**Agreement** means the agreement between the parties evidenced by these Terms and Conditions of Engagement, the Proposal, and any other documents annexed to or incorporated by reference to the Agreement.

**Client** means the person or entity listed in the Proposal or in these Terms and Conditions of Engagement.

**Fees** means the fees set out in the Proposal.

**Law** means:

- a. principles of law or equity established by decisions of courts;
- b. statutes, regulations or by-laws of the Commonwealth, a State, a Territory or a government agency; and
- c. requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or a government agency that have the force of law.

**Proposal** means a document titled Fee Proposal, Estimate, or Rates Card, or, in the alternative, an email containing details of proposed services and fees and to which these Terms and Conditions of Engagement have been attached.

**Services** means the consultancy or testing services Alliance has been engaged by the Client to provide as set out in the Proposal.

#### 2. ALLIANCE'S OBLIGATION

- 2.1 Alliance must when carrying out work for the purposes of providing the Services:
- a. exercise reasonable care in accordance with standards ordinarily exercised by members of the profession generally who practice in the same locality and under similar conditions as Alliance;
  - b. perform the Services in accordance with all relevant Law; and
  - c. perform the Services in accordance with the Client's reasonable site rules, policies and procedures in so far as these have been made known in writing to Alliance prior to the date of this Agreement.

#### 3. THE CLIENT'S OBLIGATIONS

- 3.1 The Client must pay Alliance the Fees at the times and in the manner provided for in this Agreement.
- 3.2 The Client must, at its own cost, take all steps reasonably necessary to enable Alliance to perform the Services, including but not limited to providing before commencement or within the time required by Alliance:
- a. all approvals to undertake the Services;
  - b. access to the site, including providing a site contact;
  - c. any pertinent information and documentation about the site or project; and
  - d. any other information, which in the reasonable opinion of Alliance, is required to undertake the Services.

Alliance may suspend provision of the Services if the Client is unable to enable Alliance to perform the Services.

- 3.3 The Client accepts responsibility for ensuring that the site is reasonably accessible and safe for Alliance and its personnel, sub-consultants, sub-contractors and agents to conduct any field work required. Alliance and its personnel, sub-consultants, sub-contractors and agents shall comply with any reasonable directions given by the Client in respect of safety and access while on site. If reasonable and safe access to the site cannot be obtained, Alliance may suspend the provision of Services for the period specified in a written notice given to the Client. Remobilisation and standby costs incurred as a result of suspension will be borne by the Client.
- 3.4 Alliance is entitled to rely on information supplied by the Client for the purposes of providing the Services except where such information is in the reasonable professional opinion of Alliance likely to be unreliable, outdated, inadequate, incomplete or inaccurate.
- 3.5 Under no circumstances shall Alliance be liable for any claim, damage, expense, loss, cost or liability caused by or contributed to by the Client's failure to comply with clause 3.

#### 4. FEES AND VARIATIONS

- 4.1 Where the Proposal states that the Fees is based on a schedule of rates, the Fees shall be calculated in accordance with that schedule of rates for Services performed by Alliance.
- 4.2 Unless otherwise specified within the Proposal, where the Fees is based on schedule of rates, the following conditions shall apply:
- a. a minimum four (4) hours for attendance at site;
  - b. travel time, calculated as base to base, shall be paid at the applicable rate; and
  - c. inductions, pre-starts, tool-box talks, meetings, briefings, and similar shall be charged at the applicable rate.
- 4.3 The Fees shall be varied ("**Variation**") where:

- a. any additions to or omissions from the Services are required for reasons outside of Alliance's reasonable control, including but not limited to:
  - i. instruction from the Client;
  - ii. lack of access to the site;
  - iii. inclement weather;
  - iv. unexpected finds;
  - v. site conditions which could not have reasonably been foreseen at the time of entering into this Agreement;
  - vi. additional information provided by the Client or a third party that results in additional work;
  - vii. stakeholder requirements which could not have reasonably been foreseen at the time of entering into this Agreement;
  - viii. a power outage that exceeds 6 hours (Alliance' specialist laboratory has backup power, any power outage that exceeds 6 hours may result in testing data being compromised and/or deemed invalid. Should this occur, the Client agrees that they will provide another set of samples at their cost. Re-testing of those samples will be at Alliance's cost);
- b. any change in legislative requirements and/or standards occurs that apply in any way to the Services; or
- c. a change in the Services is reasonably necessary, Alliance notifies the Client, and the Client agrees that the change is required.

4.4 Alliance will notify the Client of a Variation and the adjustment to the Fees shall be calculated by reference to applicable rates in the Proposal, or, where no applicable rates exist, reasonable rates as determined by Alliance.

## 5. PAYMENT

- 5.1 The Client must pay, without set-off or deduction, the amount payable under this Agreement, including:
- a. the Fees;
  - b. any Variations; and
  - c. an additional amount for the goods and services tax ("GST") required to be charged by Alliance in relation to the supply of the Services to the extent that amounts payable under this Agreement are not expressed to be GST inclusive,

within 20 business days of receiving a valid tax invoice unless otherwise stated in the Proposal. Alliance may claim payment monthly in arrears and upon termination of the Agreement, unless otherwise specified within the Proposal.

- 5.2 If the Client does not pay Alliance in accordance with this Agreement, then without prejudice to any other rights or remedies Alliance may have, interest will be payable on any outstanding amount from the due date of the invoice until payment at a daily compound rate equal to the benchmark interest rate as most recently published by the Reserve Bank Australia plus 1% per annum.
- 5.3 The Client acknowledges and agrees that it is solely responsible for payment of any invoices raised on another entity at the request of the Client, if Alliance were not notified in writing of the change of invoice entity prior to the provision of Services commencing.
- 5.4 Alliance is under no obligation to release any deliverables until payment has been received from the Client for Services rendered.

## 6. LIMITATION OF LIABILITY

- 6.1 Alliance will indemnify the Client against any claim, damage, expense, loss, cost, or liability arising from any negligent act or omission of Alliance in the performance of Services, but the indemnity shall be reduced proportionally to the extent that the Client contributed to the claim, damage, expense, loss, cost or liability.
- 6.2 Alliance's total liability to the Client for any claim, damage, expense, loss, cost, or liability, whether arising out of or in connection with this Agreement, under statute, in tort (including for negligence) or any other basis in Law or equity, is limited in the aggregate to the lesser of:
- a. 500% of the Fees actually paid by the Client under this Agreement; or
  - b. \$250,000.
- 6.3 Clause 2 does not limit Alliance's liability in respect of liability which:
- a. cannot be limited by Law; or
  - b. arises from an act or failure to act by Alliance that was intended to cause, or was in reckless disregard, or with wanton indifference to, harmful consequences.
- 6.4 Neither party is liable to the other for Consequential Loss howsoever arising. Consequential Loss means any loss of income, loss of revenue, loss of profit, loss of financial opportunity, loss of business, loss of contract, loss of use, loss of goodwill, loss of production and any other economic loss (whether the loss or Loss is direct or indirect), any direct or indirect financing costs or increase in operating costs, or other similar loss.
- 6.5 To the maximum extent permitted by Law the Client acknowledges and agrees that the Client has the sole responsibility for considering and acting on (or not acting on) any information provided or recommendation made available to the Client by Alliance.
- 6.6 Alliance will be deemed to have been discharged from all liability in respect of the Services whether under contract, in tort (including negligence), in equity, under statute or otherwise, on the expiration of 3 years from the earlier of the date of completion of the Services or the date of termination of this Agreement.
- 6.7 If, and to the extent that, any of this clause 6 is void as a result of section 64 of the Australian Consumer Law, then Alliance's liability for failure to comply with a guarantee under that law is limited to:
- a. the supplying of the relevant Services again; or
  - b. the payment of the cost of having the Services supplied again.

## 7. RELIANCE

- 7.1 Reports and documentation are provided by Alliance for the exclusive use of the Client at a specific time, for a specific purpose and particular project. They should not be used by or relied upon for other projects or purposes on the same site or by a third party without written permission from Alliance. Alliance assumes no responsibility for interpretations or conclusions from other's review of the report or the test data, which are not otherwise supported by an expressed statement, interpretation, outcome, or conclusion stated in the report.
- 7.2 The Client agrees that that Alliance is not responsible or liable for any advice on site which is not confirmed in writing by Alliance.



- 7.3 Reports will be based on normally accepted theory and practice, and on the limits of information available.

## **8. SIGN OFF**

Where the Client requires Alliance to undertake sign-off or certification of work undertaken by the Client or its contractors, the Client must ensure that it or its contractors fully follow the advice Alliance has provided. Alliance is under no obligation to sign off or certify work that has been undertaken contrary or only partially to Alliance's advice.

## **9. CONFIDENTIAL INFORMATION**

To the fullest extent permitted by Law, each party must keep confidential information of the other party confidential. Each party must take whatever measures are reasonably necessary to preserve the confidential information of the other party. A party must immediately notify the other party of any suspected or actual unauthorised use, copying or disclosure of confidential information of the other party.

## **10. INTELLECTUAL PROPERTY**

Intellectual Property Rights in all drawings, reports (including modelling, data, and methodologies used to create the reports), specifications and other documents provided by Alliance in connection with the Services will be vested in Alliance upon creation. Alliance grants the Client a royalty free licence to use the Intellectual Property in connection with the Services once the Services have been paid in full by the Client. The Intellectual Property shall only be reproduced in full, and used for the purpose for which they were prepared. The Client must acknowledge Alliance's authorship of the Intellectual Property in the Services.

## **11. TERMINATION**

- 11.1 This agreement may be terminated by either party if the other party commits a substantial breach of the Agreement and this is not remedied within fourteen (14) days of receipt of written notice requiring the breach to be remedied. Alliance shall be paid for all Services performed to the termination date plus reasonable termination expenses.
- 11.2 Alliance may terminate this agreement where the Client is not undertaking work in accordance with Alliance's professional advice and this is not remedied within fourteen (14) days of receipt of written notice from Alliance to the Client requiring this to be remedied. Alliance shall be paid for all Services performed to the termination date plus reasonable termination expenses. From the termination date, Alliance shall have no further obligations to the Client, including certifying construction work.
- 11.3 Termination of this Agreement by either party is without prejudice to any accrued rights or remedies of each party and does not release the other from liability in respect of any breach of, or non-performance of, any obligation under this Agreement.

## **12. DISPUTE RESOLUTION**

- 12.1 Neither party will commence court proceedings or action against the other party under or in connection with this Agreement (other than where urgent interlocutory relief is required) unless it has first attempted to resolve the dispute in accordance with this clause 12.
- 12.2 If a dispute arises, either party may serve the other with a notice in writing describing the nature of the dispute.
- 12.3 Within 10 business days of one party serving a notice of a dispute (or such longer time as may be agreed by the parties in writing), the parties must convene a meeting with representatives who have the authority to settle the dispute and attempt to do so.

## **13. ASSIGNMENT, NOVATION, TRANSFER AND SUB-CONTRACTING**

- 13.1 The Client must not assign, novate or otherwise transfer all or any part of its rights or obligations under this Agreement without the prior written consent of Alliance which may not unreasonably be withheld.
- 13.2 Alliance may appoint sub-consultants, sub-contractors or agents to perform any part of the Services.

## **14. TIME, CANCELLATION OR POSTPONEMENT**

- 14.1 The Client must grant an extension to the completion date (if such is identified in the Proposal) for any delay to the Services caused by any matter or event that is outside of Alliance's direct control.
- 14.2 Unless otherwise stipulated in the Proposal, a cancellation fee will apply for postponement or cancellation by the Client within two (2) business days of the scheduled fieldwork date/s. The cancellation fee will include all costs associated with the fieldwork, including all subcontractor costs, where applicable. The cancellation fee will be applied for the whole period of the fieldwork being cancelled or postponed.

## **15. GENERAL**

- 15.1 This Agreement embodies the entire understanding and agreement between the parties as to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations on the same subject matter. This Agreement prevails over any terms and conditions provided to Alliance by the Client unless the alternate conditions are expressly accepted, in writing, by Alliance.
- 15.2 Where the Client is comprised of more than one person or entity, the obligations of the Client under this Agreement are joint and several and each person or entity constituting the Client acknowledges and agrees that it will be causally responsible for the acts and omissions (including breaches of this Agreement) of the other(s) as if those acts or omissions were its own and Alliance may proceed against any one or all of them.
- 15.3 Alliance may use artificial intelligence during the provision of Services and the Client consents to such use.
- 15.4 The law governing this Agreement is the law of New South Wales.

- 15.5 The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right. A single or partial exercise of a waiver of a right will not prevent any other exercise of that right or any other right. Any waiver must be in writing and signed by the party bound by the waiver.
- 15.6 If any clause of this Agreement is unenforceable, illegal, or void then it is served, and the remainder of the terms remain in force.
- 15.7 References to days in this Agreement refer to calendar days. In counting the number of days, the dates between 22 December and 10 January inclusive, and between Good Friday and Easter Monday inclusive, are not to be counted.

#### 16. ACCEPTANCE

- 16.1 The Client may accept the terms of this Agreement by:
- a. signing and returning a copy of this document; or
  - b. commencing or continuing to provide instructions and/or payment to Alliance in relation to the Services.
- 16.2 Where the Client opts to accept the terms of this Agreement in accordance with clause 16(a), page 4 of these Terms and Conditions of Engagement must be completed.

#### SIGNED as an agreement

This Agreement is made the \_\_\_\_ day of \_\_\_\_\_ 202\_\_

BETWEEN:            ALLIANCE GEOTECHNICAL PTY LIMITED  
                          ABN 62 106 885 214  
                          **(Alliance)**

AND:                 Client:  
                          ABN:  
                          **(Client)**

Signed for and on the behalf of the Client by its authorised representative:

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**Signature**

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**Name**

Signed for and on the behalf of Alliance by its authorised representative:

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**Signature**

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**Name**