

23 February 2021

Dave Binny  
Director – National Corporate Service Centre and Property  
Chief Operating Officer Division  
Department of Veterans' Affairs

Place Design Group Pty Ltd  
ACN 82370063  
131 Robertson Street  
Fortitude Valley, QLD 4006 Australia  
  
Phone +61 7 3852 3922  
brisbane@placedesigngroup.com  
placedesigngroup.com

creating great places

FEE PROPOSAL TO PROVIDE PLANNING SERVICES FOR THE PROPOSED DEVELOPMENT AT 51-55 HEADFORT STREET, GREENSLOPES, QLD, 4120

Dear Dave,

Thank you for the opportunity to provide you with the following scope of services for the proposed development at the above-mentioned site. Place Design Group has an excellent track record facilitating similar development approvals and we look forward to working with you in gaining a successful outcome on this project.

1.0 Site Details

We have undertaken a review of the subject site and provide the following summary of the site specific characteristics.

Table 1: Site details	
Site Address	51, 53 & 55 Headfort Street, Greenslopes, QLD, 4120
Real Property Description	Lots 123, 124 & 125 on RP46047
Site Area	1,933m <sup>2</sup>
Planning Scheme	<i>Brisbane City Plan 2104 (v20.00/2020)</i>
Zoning	Neighborhood Centre zone
Local Plan	Coorparoo and districts neighbourhood plan
Overlays	Airport environs overlay <ul style="list-style-type: none"> <li>– OLS Approach and departure limitation surface boundary</li> <li>– Procedures for air navigation surfaces (PANS)</li> <li>– BBS Distance from airport 3-8km</li> </ul> Bicycle network overlay Community purposes network overlay Critical infrastructure and movement network overlay <ul style="list-style-type: none"> <li>– Critical infrastructure and movement planning area</li> </ul> Heritage overlay <ul style="list-style-type: none"> <li>– Local heritage</li> </ul> Road hierarchy overlay Streetscape hierarchy overlay

Table 1: Site details

State Overlay	SEQ Regional Plan Triggers – Urban Footprint Water Resources – Water resource planning area boundaries
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## 2.0 Project Understanding

The Australian Red Cross Centre located at 51 – 55 Headfort Street also known as the 'Red Cross Centre' comprises 2 buildings being 1 large timber hall building and a smaller two-storey timber building listed as a local heritage place on 1 January 2003. The Red Cross Centre was built during World War II to provide recreation services to the military personnel who were patients at the 112<sup>th</sup> Australian Military Hospital.

After the conclusion of World War II in 1945, the Red Cross Centre continued to provide similar services for service personnel and veterans, such as arts and crafts, a workshop and a separate library for tuberculosis patients.

It is understood, the Red Cross Centre has been closed for a number of years due to the poor condition of the buildings and the presence of hazardous materials, including asbestos and in consultation with environmental experts and structural engineers, it has been advised the buildings cannot be reasonably restored and therefore identified for full demolition (**proposed development**).

Place Design Group understands that the Department of Veterans' Affairs (DVA) and Brisbane City Council (BCC) have agreed to transform the subject sites into a Park and Community use for the benefit of local community with the necessary demolition and remediation works required to facilitate such a use in the future.

DVA will undertake the necessary demolition and remediation works and hand the site over to BCC once complete. Place Design Group understands the Park and Community use aspects do not form this scope of works.

The subject sites are located within the Heritage (local) overlay of the *Brisbane City Plan 2014* (v20.00/2020) (**City Plan**) and the Neighbourhood centre zone.

Place Design Group will prepare a comprehensive development application and report in support of the proposed development, demonstrating compliance against the relevant City Plan provisions. We anticipate the following supporting documentation and technical reports and documents will be required for lodgement of the development application:

- Landowners consent;
- Demolition site plan;
- Heritage Impact Assessment to demonstrate the justification for the full demolition of the buildings relative to the heritage citation; and
- Structural Engineering Assessment Report to demonstrate the structural impediments of restoration of the buildings and the justification for full demolition.

The subject sites are also listed on the Environmental Management Register as containing '*Elevated concentrations of organochlorine pesticides (DDD/DDT/DDE and Aldrin/Dieldrin) identified on site above the nominated investigation levels*'.

A Site suitability statement will be required separate to this development application for the proposed remediation works prior to any use of the sites as Park or Community use.

### 3.0 Approval Pathway

The proposed development, as detailed above will require the lodgement of the following development applications:

- Development permit for carrying out building works for the full demolition of a heritage place within Heritage overlay.

Pursuant to Part 5 of the City Plan, the proposed development as detailed above will trigger Assessable development – Impact assessment which requires public notification of 15 business days, affording any submitters third-party appeal rights.

The development application will be assessed via the standard process and we would expect a decision within 6 to 7 months of lodgement. Please note that this timeframe dependent on whether a response to a Council-issued Information Request is required during the assessment period.

### 4.0 Key Personnel

We understand that you are keen to get this application underway, as such we have dedicated a team to this project to ensure that all required timeframes are achieved.

It is intended that the project will be led by [REDACTED] (Planning Lead) with [REDACTED] (Town Planner).

This team is very experienced with the practical implications of Council's City Plan and have excellent working relationships with senior Council officers.

### 5.0 Cost Summary

The table below provides a brief overview of the costs associated with obtaining the required development approvals. A detailed breakdown of these costs is provided within the Scope of Works section of this fee proposal (Attachment 1).

Stage	Fee Type	Fee (Excl. GST)
1 – Pre-Lodgement (if considered necessary)	Fixed	[REDACTED]
2 – Development Application to Lodgement	Fixed	[REDACTED]
3 – Information Request	Time & Cost	Hourly Rates
4 – Public Notification	Fixed	[REDACTED]
5 – Assessment & Decision	Time & Cost	Hourly Rates

Should any post-lodgement negotiation be required, this will be undertaken at hourly rates.

We also wish to note that the current (2020/21 financial year) Council assessment fee is approximately \$2,832 for the proposed development may receive a 50% discount as DVA are a BCC listed charitable organisation. This will be confirmed with BCC at lodgement.

**6.0 Hourly Rates**

Whilst every effort is made to include services within fixed fees, circumstances may arise where it is appropriate to charge services on a time and expense basis (e.g. scope of services is revised). In these instances, Place Design Group reserves the right to discuss the implications on our fee or to propose a revised fee for service arrangement, to be authorised by the client prior to commencement. In such circumstances the following standard schedule of rates, which are subject to change on 1st of January each year, will apply –

- Managing Director / Executive Director [REDACTED]
- Director / Principal [REDACTED]
- Planning Lead [REDACTED]
- Senior Town Planner [REDACTED]
- Town Planner [REDACTED]
- Graduate Town Planner [REDACTED]

**7.0 Timing**

In accepting this project, Place Design Group agrees to undertake all of the noted tasks within a reasonable period of time. Notably, this includes major tasks such as the preparation of the development application material and responses, ready for lodgement within a two (2) week period of receiving all technical reports.

**8.0 Summary**

The following pages outline our proposed scope of works and associated fees. If you are happy for Place Design Group to provide planning expertise for this project, please sign and return the attached Authorisation of Engagement form (**Attachment 2**).

Should you have any questions or wish to discuss any of this information in further detail, please do not hesitate to contact the undersigned on [REDACTED]

Kind regards,  
Place Design Group

[REDACTED]

Planning Lead

# Attachment 1

## Scope of Works

Table 3: Scope of Works – Planning	
<b>1 – Pre-Lodgement (if considered necessary)</b>	
<b>Actions</b> <ul style="list-style-type: none"> <li>– Preparation of pre-lodgement meeting request</li> <li>– Coordinate pre-lodgement meeting with Council, attend meeting (including travel), and provide de-brief to Client of meeting outcome</li> <li>– Identification of assessment benchmarks sought by the proposal and confirm technical supporting documents required for assessment</li> <li>– Review of pre-lodgement meeting minutes and forward to client.</li> </ul>	
Fee – Fixed	██████████ (Excl. GST)
<b>2 – Preparation of Impact Assessable Development Application to Lodgement</b>	
<b>Actions</b> <ul style="list-style-type: none"> <li>– Undertake one (1) site visit to review the subject site and extent of proposed works</li> <li>– Attend one (1) project team meeting to discuss development options and approval pathway</li> <li>– Provide detailed town planning scheme investigations</li> <li>– Provide preliminary advice and approval strategy</li> <li>– Liaison with consultant team and client regarding compliance with Planning Scheme requirements</li> <li>– A Town Planning Assessment Report detailing the various planning scheme codes and policies</li> <li>– Confirmation and requisition of owner's consent, application forms and application fees, together with all other correspondence and administration attending to Client, Council Officers and other consultants</li> <li>– Review, compilation and submission of the reports, application forms, owner's consent and application fees with Council</li> <li>– Issue an electronic copy and fee receipt to Client</li> <li>– Notify client of anticipated Development Assessment milestone dates based on Council's confirmation of the 'properly made application' date</li> </ul>	
Fee – Fixed	██████████ (Excl. GST)
<b>3 – Information Request Response</b>	
<b>Actions</b> <ul style="list-style-type: none"> <li>– Receipt of Information Request from Council, including review and consideration of the request</li> <li>– Co-ordination with Client and consultants and formulation of responses to issues raised</li> <li>– Liaison with Council to resolve matters raised in the respective Information Requests</li> <li>– Preparation of a 'moving forward' strategy, including timeframes as agreed with Client</li> <li>– Preparation of response to Information Request</li> </ul>	
Fee – Time & Cost	Hourly Rates
<b>4 – Public Notification</b>	
<b>Actions</b> <ul style="list-style-type: none"> <li>– Engage and management the public notification process; and</li> <li>– Review documents to ensure compliance with the planning legislation.</li> </ul> <p><i>Please note that this fee includes costs associated with the consultant to be engaged to undertake the Public Notification, including, but not limited to, their labour, notice in the newspaper, issuing of adjoining land owner letters, notice on the site etc.</i></p>	
Fee – Fixed	██████████ (Excl. GST)

## 5 – Assessment and Decision

### Actions

- Monitor Assessment Manager responses to the information provided (if required)
- Continue negotiations with Council to resolve any outstanding issues (if required)
- Advise the Client of final decision and conditions of approval

Advise the Client to the currency of approval, appeal period rights and expiry date

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Fee – Time & Cost

Hourly Rates

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## 6 – Post Decision Negotiations

### Actions

- Preparation of change representations to negotiate the decision notice and amend conditions where required
- Liaison with Council, the Client, and the Project Team where required
- Receive updated decision package, review, and provide advice to the Client regarding any changes

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Fee – Time & Cost

Hourly Rates

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### Exclusions

The following items are excluded from the above fee proposal:

- Meetings over and above stated in scope of works;
- Council and/or co-consultant fees and charges;
- Additional services required due to variations in the above scope of works;
- Goods and Services Tax (GST);
- Any detailed works or approvals not related specifically to town planning;
- Post Decision works or negotiation; and
- Any matters associated with an Appeal.

## Terms and Conditions of Engagement of Place Design Group Pty Ltd

1. Place Design Group Pty Ltd ACN 082 370 063 (**Place Design Group**) shall provide to the Client the consulting services (**Services**) described in the letter to which these Terms & Conditions are attached (**Letter**). The Letter and these Terms and Conditions comprise this Agreement.
2. The "**Client**" is the person, corporation or body corporate identified below as the Client and the Client authorises Place Design Group to take instructions from its below signatory or any other authorised representative or third party project manager notified in writing to Place Design Group.
3. In providing the Services, Place Design Group shall exercise the degree of skills, care and diligence normally exercised by consultants in similar circumstances.
4. The Client will provide to Place Design Group a full briefing and all information concerning the Client's requirements for the Services.
5. The Client must pay to Place Design Group the fee for the Services (Fee) and the reimbursable expenses as set out in the Letter. The Client acknowledges that the Fee is based on the information previously provided to Place Design Group and that the Fee may be increased if the Client's requirements change. The Client must also pay to the Consultant an additional amount equal to the applicable goods and services tax at the same time as the Fee and reimbursable expenses are payable subject to provision of a tax invoice.
6. All monies payable by the Client to Place Design Group shall be paid within 21 days of the date of invoice. Moneys not paid within that period shall attract interest from the date of invoice until payment at the then business overdraft rate of National Australia Bank (or equivalent if there is none) plus 3% and costs.
7. To the extent permitted by law, the maximum liability of Place Design Group to the Client in relation to the Services or any breach under this Agreement whether in contract, tort or otherwise is limited to the lesser of the sum of \$50,000 or the Fee payable under this Agreement. Place Design Group will not be liable for any indirect or consequential loss or damage of the Client including, but not limited to, loss of profits.
8. To the extent permitted by law, no action may be taken against Place Design Group by the Client after the expiration of one (1) year from the date of the final invoice issued by Place Design Group in respect of the Services.
9. Copyright and intellectual property rights in all drawings, reports, specifications, bills of quantity, calculations and other documents provided by Place Design Group in connection with the Services and the Client's project in respect of which the Services were provided (Project) shall remain the property of Place Design Group unless otherwise agreed in writing with the Client.
10. Subject to clause 11, the Client alone shall have a licence to use the documents referred to in clause 9 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.
11. If the Client is in breach of any obligation under this Agreement, Place Design Group may revoke the licence referred to in clause 10 and the Client shall then cause to be returned to Place Design Group all documents referred to in clause 9, and all copies thereof.
12. Any dispute between the Client and Place Design Group shall first be the subject of mediation provided that this provision shall not prevent Place Design Group from instigating legal action at any time to recover moneys owing by the Client to Place Design Group.
13. The Client may terminate this Agreement:
  - (a) in the event of substantial breach by Place Design Group of its obligation 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 Place Design Group 60 days written notice of their intention to do so.
14. Place Design Group may suspend the provision of Services and/or terminate this Agreement :
  - (a) in the event of monies payable to Place Design Group hereunder being outstanding for more than 30 days;
  - (b) in the event of substantial breach by the Client of their obligations hereunder which breach has not been remedied within 30 days of written notice from Place Design Group requiring the breach to be remedied; or
  - (c) upon giving the Client 60 days written notice of its intention to do so.
15. If Place Design Group considers it appropriate to do so, it may with the Client's prior approval, which shall not be unreasonably withheld, engage another consultant to assist Place Design Group in specialist areas. The Client accepts responsibility for all monies payable to such other consultant which will be in addition to the Fee unless otherwise agreed in writing.
16. Neither party may assign or transfer an obligation under this Agreement without the written consent of the other. Unless stated in writing to the contrary, no assignment or transfer shall release the assignor from any obligation under this Agreement.
17. This Agreement is governed by and is to be construed under the laws of Queensland and the Client submits to the non- exclusive jurisdiction of the courts of Queensland.
18. If any provision of this Agreement is invalid, void or unenforceable, all other provisions which are capable of separate enforcement without regard to an invalid, void or unenforceable provision are and will continue to be of full force and effect in accordance with their terms.
19. This Agreement states all the terms agreed by the parties in respect of its subject matter and supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.
20. If the Client is a corporation or body corporate, Place Design Group may require the Client to deliver, prior to providing the Services, a signed personal guarantee from one or more of its directors (and/or other security) to secure payment of the Fee and reimbursable expenses.

# Terms and Conditions of Engagement of Place Design Group Pty Ltd

By signing below, the Client and the signatory confirm that each have been fully informed and have understood and agreed to these Terms & Conditions and, in particular, each gives their informed consent to Place Design Group providing the Services for the Fee as detailed in the Letter. Where the Client is a corporation or a body corporate, the signatory agrees that they sign for and on behalf of that corporation or body corporate and warrants that they have the requisite authority to sign on behalf of the Client and that both the Client and the signatory agree to be bound by these Terms & Conditions.

Project Name: \_\_\_\_\_

PDG project ref. no: \_\_\_\_\_

Fee Proposal Date: \_\_\_\_\_

Total fee (exc. GST): \_\_\_\_\_

Client Company: \_\_\_\_\_

ABN/ACN: \_\_\_\_\_

Street Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Accts Payable Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Signatory : \_\_\_\_\_ Position of Signatory: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Office Use Only

Project Name:

Project Number:

Set up Complete: \*