

Professional Services Agreement

The party named in Item 2 of the Schedule
Company

and

The party named in Item 1 of the Schedule
Independent Consultant

This Agreement is dated

Parties: The party named in the Annexure (**the Company**)

and The party named in the Annexure (**the Independent Consultant**)

Recitals

- A. The Company carries on the business of providing development, construction and building services in the state of New South Wales.
- B. The Company proposes to engage the services of the Independent Consultant for the purposes of providing specific Services for the provision of development, construction and building services in which the Company is or may be involved in from time to time.
- C. The Independent Consultant has agreed to provide the services to the Company as requested on an ad hoc basis.
- D. This Agreement records the terms and conditions upon which the Independent Consultant shall contract.

Operative Provisions

1. Definitions and Interpretation

1.1 Definitions

In this Agreement:

Annexure means the document titled “*Annexure*” attached to end of this Contract;

Business Day means a day that is not:

- (a) a Saturday or Sunday; or
- (b) a public holiday, special holiday or bank holiday in the place in which any relevant act is to be or may be done; or
- (c) a day in the period from 22 December in a particular year to 10 January in the following year, both days inclusive;

Commencement Date means the date specified in Item 6 of the Annexure;

Contract means the agreement in writing between the Company and the Independent Consultant including these Conditions of Contract;

Contract Material means all material which is created in connection with or for the purposes of performing the Contract by the Independent Consultant;

Company means the person stated in the Annexure;

End Date means the date specified in Item 7 of the Annexure;

Independent Consultant means the person appointed in writing by the Company to perform the Services and that person’s executors or successors and permitted assignees;

Insurance Expiry means the date specified in Item 15 of the Annexure;

Intellectual Property Rights means any statutory or other proprietary right in respect of inventions, innovations, patents, utility models, designs, circuit layouts, mask rights, copyright (including future copyright), confidential information, trade secrets, know-how, trademarks and any other right in respect of intellectual property;

Legislative Requirement means legislation and subordinate legislation of the Commonwealth of Australia or the State or Territory applicable to the Services and any instruments made under such legislation or subordinate legislation and includes certificates, licences, consents, permits, approvals and the requirements of organisations having jurisdiction in connection with the performance of the Consultancy Services, and fees and charges payable in connection with the foregoing;

Project Officer means the person appointed by the Company and stated in the Annexure;

Records means all material including but not limited to books, documents, information and data stored by any means disclosed or made available by the Company to the Independent Consultant in connection with the performance of the Contract;

Services means the services described in the Terms of Reference including the supply of Contract Material to the Company; and

Terms of Reference means the documents issued by the Company to the Independent Consultant describing the scope of the project including its purpose and the scope of the services to be provided by the Independent Consultant (as varied from time to time in accordance with the Contract).

1.2 Interpretation

- (a) Reference to:
 - (i) one gender includes the others;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a person includes a body corporate;
 - (iv) a party includes the party's executors, administrators, successors and permitted assigns;
 - (v) a statute, regulation or provision of a statute or regulation (Statutory Provision) includes:
 - (A) that Statutory Provision as amended or re-enacted from time to time; and
 - (B) a statute, regulation or provision enacted in replacement of that Statutory Provision; and
 - (vi) money is to Australian dollars, unless otherwise stated;
 - (vii) time is to be in accordance;
 - (viii) "Including" and similar expressions are not words of limitation.
- (b) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (c) Headings and the table of contents are for convenience only and do not form part of this Agreement or affect its interpretation.
- (d) A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in it.

- (e) If an act must be done on a specified day which is not a Business Day, the act must be done instead on the next Business Day.

2. Term

This Contract will commence on the Commencement Date and will continue until the End Date or until termination by the Company or the Independent Consultant under clause 9 (**Term**)

3. Responsibilities and obligations of the independent consultant

3.1 Independent Consultant to Perform the Services

- (a) The Independent Consultant must perform the Services in accordance with the Contract. In performing the Consultancy Services, the Independent Consultant must:
 - (i) comply with the directions of the Company given pursuant to a provision of the Contract;
 - (ii) comply with all Legislative Requirements in carrying out the Consultancy Services;
 - (iii) remain responsible for the provision of Services in accordance with the Contract notwithstanding any review or acceptance of the whole or any part of those Services by the Company;
 - (iv) except as required by law or provided by the Contract, treat as confidential all Records and Contract Material;
 - (v) attend meetings and briefings reasonably required by the Company; and
 - (vi) proceed with the Services with due expedition and without delay;
- (b) If the Independent Consultant is required to prepare Regulated Designs as part of the Services, it warrants that on and from the date of the Agreement and until completion of the Services the Independent Consultant is a Registered Design Practitioner and the Independent Consultant's registration authorises the Independent Consultant to provide a Design Compliance Declaration in respect of each Regulated Design that forms part of the Services.
- (c) If the Independent Consultant is required to carry out Professional Engineering Work in a Prescribed Area of Engineering as part of the Services, it warrants that on and from the date of the Agreement and until completion of the Services the Independent Consultant is a Registered Professional Engineer and the Independent Consultant's registration authorises the Independent Consultant to carry out the Services.
- (d) If the Independent Consultant is required to carry out Specialist Work as part of the Services, it warrants that on and from the date of the Agreement and until completion of the Services the Independent Consultant is a Registered Specialist Practitioner and the Independent Consultant's registration authorises the Independent Consultant to carry out the Services.
- (e) It is of paramount importance that the Independent Consultant agrees that when dealing with or in contact with Clients, contractors, sub-contractors, agents, suppliers of the Company, industry professionals or regulators including the Secretary of the Department of Customer Service (including staff of that Department) or the NSW Building Services Commissioner (including staff from the Commissioner's office) they shall be dealt with in a courteous, pleasant and friendly manner and shall make every effort to be helpful to and to satisfy their reasonable requirements

- (f) This Agreement does not create a relationship between the Company or any of the related entities of the Company and the Independent Consultant, of employer and employee, principal and agent, partnership or joint ventures.

3.2 Standard of Care

- (a) The Independent Consultant must perform the Services to the standard of skill, care and diligence expected of a skilled and competent professional practicing in the particular fields relevant to the Consultancy Services, or such higher standard as the Independent Consultant has represented in writing to the Company in relation to the Contract.
- (b) The Independent Consultant acknowledges that the Company has entered into the Contract in reliance upon the foregoing representation.

3.3 Representatives and key personnel

- (a) The Independent Consultant must ensure that Services are performed by the key personnel nominated, if any, and that there is no substitute of such personnel without the Company's written approval.
- (b) The Independent Consultant must appoint a representative to act as the Independent Consultant's representative in connection with the Contract and exercise the Independent Consultant's functions under the Contract. The Independent Consultant is to notify the Company in writing as to its representative. Matters within the knowledge of the representative of the Independent Consultant are deemed to be within the knowledge of the Independent Consultant.
- (c) The Company appoints the Project Officer to act as the Company's representative in connection with the Contract and to exercise the Company's functions under the Contract.

3.4 Subcontracting and assignment

- (a) The Independent Consultant must not subcontract any part of the Services without the Company's prior written approval, which must not be unreasonably withheld but may impose reasonable conditions.
- (b) Subcontracting does not relieve the Independent Consultant of any liability or obligation under the Contract. Except where the Contract otherwise provides, the Independent Consultant is liable to the Company for the acts and omissions of subcontractors and the subcontractors' employees and agents as if they were acts or omissions of the Independent Consultant.
- (c) The Independent Consultant must not assign the Contract or any payment or any other right or benefit or interest under it without the prior written approval of the Company.

3.5 Conflict of Interest

- (a) The Independent Consultant must monitor and avoid the occurrence of any conflict of interest and must notify the Company immediately on becoming aware of a conflict of interest or a significant risk of a conflict.

3.6 Media and Third-Party Communications

- (a) The Independent Consultant shall not represent the Company in media in any form without the prior written approval of the Company.

- (b) Any interaction or communication by the Independent Consultant with a third party on behalf of the Company requires the prior written approval of the Company or the Company's Representative Person.

4. Responsibilities and obligations of the Company

4.1 The Company must:

- (a) Pay the Independent Consultant in accordance with the Contract;
- (b) Give or cause to be given to the Independent Consultant, timely directions, decisions, approvals and Records sufficient to facilitate the provision of the services by the Independent Consultant.
- (c) Provide the Independent Consultant with such access to the premises or sites of the Company as it reasonably necessary for the Independent Consultant to carry out the Services.

5. Payment of fees and disbursements

- 5.1 The Independent Consultant must provide the Services for the fees and any reimbursable expenses set out or referenced in the Annexure. All amounts quoted by the Independent Consultant and accepted by the Company for the provision of the Services will be taken to be GST inclusive amounts.
- 5.2 In the case of expenses not described in the Annexure, such expenses will only be reimbursed if the Company's written approval has been obtained prior to the expense being incurred.
- 5.3 The Independent Consultant may submit payment claims to the Company at times stated in the Annexure or if no times are stated, on a monthly basis, in the form of a tax invoice that complies with the provisions of *A New Tax System (Goods and Services Tax) Act 1999* (Cth). The Independent Consultant must provide sufficient detail to enable the Company to assess that the amount claimed is due and payable including the provision of any additional information reasonably requested by the Company.
- 5.4 The Company is only required to pay for Services carried out to the date of the claim for payment and in accordance with the Contract.
- 5.5 The Company must pay the amount claimed or such other amount it reasonably determines is due and payable, within 15 Business Days of receipt of a payment claim. Payments are on account only, are not evidence of the value of work completed, nor evidence that the Services have been performed satisfactorily. If the full amount claimed is not determined to be payable, the Company must provide reasons for determining such other amount.
- 5.6 Any accounts and invoices however described between the parties shall be on the basis of errors and omissions excepted (E&OE). The Company may amend by invoice to the Independent Consultant to recoup any overpayment made by the Company to the Independent Consultant. The Company may deduct from any payment due or set-off from any payment due to the Independent Consultant an amount equal to any invoiced overpayment or monies owed by the Independent Consultant by the Company for any reason. Any other rights of the Company set out in this Agreement are preserved.
- 5.7 The Company may make adjustments and may set-off immediately by deduction of future fee instalments under this Agreement as against the Independent Consultant in its sole discretion to the value of any default, damage, or misconduct by the Independent Consultant to the Company or any members of the Company.

6. Intellectual Property

- 6.1 The Independent Consultant acknowledges that title to and ownership of Intellectual Property Rights in all Contract Materials vests in the Company upon its creation.

- 6.2 The Independent Consultant will, during the provision of the Services and after termination of the Agreement, do all such acts and sign all such documents as the Company may reasonably require to be done or signed at its expense to secure to the Company registration and recognition rights and copyright in all Intellectual Property rights created, developed or acquired by the Independent Consultant during the course of the provision of the Services.
- 6.3 To the extent that Intellectual Property Rights in or relating to the Contract Material are not capable of vesting in the Company because the Independent Consultant does not own those Intellectual Property Rights, the Independent Consultant must obtain an irrevocable, royalty free, worldwide, perpetual and transferable license for the Company, which may be sub-licensed by the Company, to use those Intellectual Property Rights.
- 6.4 The Independent Consultant must not infringe any Intellectual Property Rights in performing the Consultancy Services. The Independent Consultant indemnifies the Company against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of any claim by a third party against the Company alleging that the Contract Material or acts by the Company in relation to the Company's use of the Contract Material infringe any Intellectual Property Rights of a third party.

7. Disclosure of information, records and contract material

- 7.1 The Independent Consultant must not use Records for any purpose other than in the performance of the Services and must not allow unauthorised persons to have access to the Records while in the Independent Consultant's possession or control during or after the completion of the Services.

8. Variation

- 8.1 The Independent Consultant must not vary the Services except as directed in writing by the Company.
- 8.2 The Company may, by written notice to the Independent Consultant, direct the Independent Consultant to vary the Services in nature, scope or timing (including the omission or reduction of any part of the Consultancy Services) and the Independent Consultant is bound to comply with that direction. The Independent Consultant acknowledges that the Company may have any part of the Services omitted or reduced pursuant to this clause 8 carried out by another party.
- 8.3 If any such direction causes a change to the fees for the Services, the Company and the Independent Consultant shall agree in writing the value of the variation and its impact, if any, on the timing of the provision of the Services. If the amount for the variation is not agreed, the Company shall determine the value of the change to the fees on the basis of any applicable rates or fees contained in the Annexure, or if none, then by using reasonable rates or fees.

9. Suspension, default & termination

- 9.1 Suspension
- (a) The Company may, at any time by prior written notice to the Independent Consultant, suspend the carrying out of the Services or any part thereof. The Company will not be liable for payment to the Independent Consultant for any compensation for loss of profits or any other reason in relation to a suspension.
 - (b) The Independent Consultant must recommence the Services when reasonably directed to by the Company.
 - (c) If the Company fails to make a payment that is due and payable under the Contract, the Independent Consultant may suspend the carrying out of the Services or any part thereof after the expiry of 5 Business Days following a written notice to suspend the Services by the Independent Consultant to the Company. The Independent Consultant must lift the suspension after the Company has made the payment.
- 9.2 Termination due to default

- (a) If the Independent Consultant commits a material breach of Contract, the Company may suspend payment under the Contract and give to the Independent Consultant a written notice to show cause.
- (b) If, by the time specified in the notice to show cause, which shall not be less than 1 Business Day after the notice is given to the Independent Consultant, the Independent Consultant fails to show reasonable cause to the satisfaction of the Company, the Company may, by further written notice, terminate the Contract.

9.3 Termination for convenience

- (a) In addition to any other right available to the Company, the Company may terminate the Contract at any time at its sole discretion and for any reason by giving reasonable prior written notice to the Independent Consultant.
- (b) In the event that the Company gives notice to the Independent Consultant in accordance with this clause, fees and reimbursable expenses reasonably incurred by the Independent Consultant up to the date of termination, together with any costs and expenses reasonably incurred by reason of the termination, provided the Independent Consultant has acted reasonably to mitigate any costs and expenses it incurs by reason of the termination, may be claimed by the Independent Consultant in connection with termination pursuant to this clause.
- (c) The Independent Consultant acknowledges that the Company will not be liable to the Independent Consultant for any other compensation, including for loss of profits or any other costs in connection with the termination, nor will the Company be liable to the Independent Consultant for any amount greater than the amount that the Company would have paid to the Independent Consultant for the performance of the Services in accordance with the Contract.

9.4 Insolvency

- (a) If the Independent Consultant:
 - (i) becomes insolvent or bankrupt, or being a company goes into liquidation, or takes or has instituted against it any action or proceedings which has as an object or may result in bankruptcy or liquidation; or
 - (ii) enters into a debt agreement, a deed of assignment or a deed of arrangement under *the Bankruptcy Act 1966* (Cth), or, being a company, enters into a deed of company arrangement with its creditors, or an administrator or controller is appointed; or
 - (iii) has a receiver or a receiver and manager appointed or a mortgagee goes into possession of any of its assets,

then the Company may, notwithstanding that there has been no breach of the Contract and in addition to any other rights, terminate the Contract without giving prior notice, but only when and to the extent that there is no restriction on enforcing that right under the Part 5.1, Part 5.2, or Division 17 of Part 5.3A of the *Corporations Act 2001* (Cth).

9.5 Rights on termination

- (a) If the Contract is terminated pursuant to subclauses 9.2 or 9.4, the rights and liabilities of the Independent Consultant and the Company are the same as they would have been at common law had the Independent Consultant repudiated the Contract and the Company had elected to treat the Contract as at an end and recover damages.

10. Risk and indemnity

10.1 To the extent permissible by law, the Independent Consultant indemnifies the Company from and against:

- (a) loss of or damage to any property of the Company including the Contract Material; and
- (b) claims and demands whatsoever and howsoever arising which may be brought or made against the Company by any person in respect of personal injury or death or loss of or damage to any other property,

to the extent caused or contributed to by a breach of contract or by a negligent, unlawful or wilfully wrong act or omission of the Independent Consultant, its employees, agents or subcontractors, arising out of the performance (or attempted or purported performance or non-performance) of the Services, but the Independent Consultant's liability to indemnify the Company is reduced proportionally to the extent that an act or omission of the Company or the employees, agents or other contractors of the Company contributed to the loss, damage, death or injury.

10.2 The indemnity in this clause does not apply to:

- (a) exclude any other right of the Company to be indemnified by the Independent Consultant; and
- (b) damage which is the unavoidable result of the carrying out of the Services in accordance with the Contract.

11. Insurance

11.1 The Independent Consultant must effect and maintain the following insurances in connection with the provision of Consultancy Services:

- (a) Public liability insurance – the public liability insurance must be for an amount not less than that set out in the Annexure and must be maintained for the entire duration of the Contract;
- (b) Workers' compensation insurance – the workers' compensation insurance must be for an unlimited amount, must include liability under statute and at common law and must be maintained for the entire duration of the Contract; and
- (c) Professional indemnity insurance - the professional indemnity insurance must be for an amount not less than that set out in the Annexure and must be maintained for not less than the period set out in the Annexure.

11.2 Before the Independent Consultant commences work and whenever requested in writing by the Company, the Independent Consultant must provide to the Company a certificate of currency in respect of each insurance policy required under this clause showing:

- (a) the insurance policy numbers;
- (b) the expiry date of each policy; and
- (c) the amount of insurance cover required to be held under the Contract.

11.3 Failure by the Independent Consultant to provide evidence of insurance will constitute a substantial breach of the Contract by the Independent Consultant.

12. Privacy

- 12.1 The Independent Consultant will provide such information and authorisations as are necessary to allow the Company and/or Client of the Company to perform such checks and searches it

13. Defects

- 13.1 The Company considers the Independent Consultant to be an expert in design to the extent that it relates to the Services and hold the Independent Consultant responsible for the Services provided under this Agreement. The Company requires the Services to be defect free.
- 13.2 The Company may identify defects in the Services provided by the Independent Consultant from the Commencement Date until the period ending three (3) years after the Insurance Expiry Date and inform the Independent Consultant of the defects and the date by which the defects must be rectified and completed for inspection by the Company.
- 13.3 Should the Independent Consultant fail to rectify and complete the defects prior to the date notified, the Independent Consultant will become immediately liable to the Company for all expenses incurred by the Company associated with inspecting and rectifying the defects.

14. Dispute Resolution

- 14.1 If a dispute or difference arises out of or in relation to this Contract, the parties must continue to perform their obligations as required under this Contract unless the Company's Representative Person determines that the dispute involves a breach of this Contract which renders performance of the obligations of the respective parties impossible.
- 14.2 Where any dispute or difference arises, either party shall give notice to the other party in writing adequately identifying and providing details of the dispute.
- 14.3 A party served with a notice of dispute pursuant to subclause 14.2 may give a written response to the notice within fourteen (14) days of the receipt of the notice.
- 14.4 If after fourteen (14) days of the date that a notice of dispute is served pursuant to subclause 14.2 either party remains dissatisfied, the parties shall confer at least once to attempt to resolve or agree on methods of resolving the dispute. At each conference, each party shall be represented by a person having authority to agree and bind that part.
- 14.5 If the dispute is not resolved within twenty eight (28) days of a notice of dispute, the dispute may, at the option of either party, be referred to court proceedings.
- 14.6 Nothing herein shall prejudice the right of a party to seek injunctive or declaratory relief.

15. Counterparts

- 15.1 This Agreement may be executed in any number of counterparts and all counterparts when executed and taken together will constitute this Agreement.

16. Variation

- 16.1 An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

17. Waiver

- 17.1 A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- 17.2 The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- 17.3 A waiver is not effective unless it is in writing.

- 17.4 Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

18. Further assurance

- 18.1 Each party must promptly at its own cost do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

19. Independent legal advice

- 19.1 Each party acknowledges that prior to the execution of this Agreement, have had the opportunity to obtain independent legal advice.

20. Governing law & jurisdiction

- 20.1 The law of New South Wales governs this Agreement.
- 20.2 The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and of the Commonwealth of Australia.

21. Prior Agreements

- 21.1 The parties agree and acknowledge that this Agreement supersedes all prior agreements between the parties, whether in writing or verbal.
- 21.2 This Agreement constitutes the entire agreement between the parties in relation to the subject matter of this Agreement.

Schedule 1 – Reference Schedule

Item 1	Independent Consultant	Premium Consulting Engineers
Item 2	The Company	CBD Core Pty Ltd
Item 3	Commencement Date	21/03/2024
Item 4	End Date	TBC
Item 5	Term	30 Days Payment Term
Item 6	Service Fee (Exclusive of tax and expenses)	\$33,900 +GST
Item 7	Services	The services set out in Schedule 2 of the Agreement
Item 8	The Company's Representative	Position Title: CA Name: Travis Gao Phone: 8833 3400 Mobile: 0402 662 085 Email: travis@cbdcore.com.au or if unavailable: Position Title: Name: Phone: Mobile: Email:
Item 9	Independent Consultant's Representative	Name: Felix Ye Phone: Mobile: 0426 076 689 Email: felix@pcen.com.au

Schedule 1– Scope of Works



Consultant Scope of Works



PROPOSED RESIDENTIAL DEVELOPMENT

21 Ashford Avenue Castle Hill

[Mechanical Consultant]

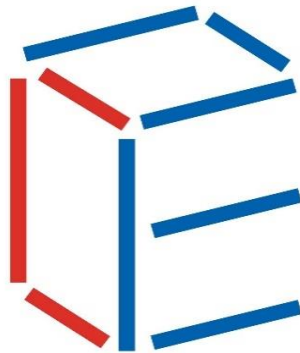
Premium Consulting Engineers

Scope of Works

Mechanical Engineering:

All aspects of the building electrical design shall comply with the applicable performance requirements of BCA so as to achieve and maintain acceptable standards of building sufficiency, safety, health and amenity for the on-going benefit of the community.

- Attend design coordination meetings
- Concept design and spacing planning
- Car park ventilation system
- Air conditioning and ventilation to all residential units – Daiken Ducted system
- Allow VRV system for 4 penthouses
- Allow for stair pressurization for fire stairs if required
- Ventilation to all common areas including lobbies, public amenities, cleaners room bike room and garbage rooms and basement service room
- Air conditioning and ventilation to multi-purpose room and Gymnasium
- Equipment schedule
- Mechanical services switchboard schedules and single line diagrams and interfaces for coordination
- Fire damper design
- Fire matrix
- Vibration and acoustic attenuation – requirements from acoustic engineer
- Site inspections and reports x 8
- Design declaration



**PREMIUM CONSULTING
ENGINEERS**

**19-21 Ashford Avenue and 25-27 Partidge Avenue,
Castle Hill**

Mechanical and CFD Fee Proposal

Prepared for:

Anthony Tarabay
CBD Core Pty Ltd
Suite 3/21-33 Grose St Parramatta NSW 2150

Date:

14 March 2024

Prepared by:

Felix Ye
Premium Consulting Engineers
ABN: 36 627 724 029
Suite 802, 299 Sussex Street Sydney 2000

T: 0426 076 689 E: felix@pcen.com.au

ATT: Anthony Tarabay
CBD Core Pty Ltd
Suite 3/21-33 Grose St Parramatta NSW 2150

Reference: 403000AU
Date: 14-Mar-2024
Revision: 1

Dear Anthony,

Re: 19-21 Ashford Avenue and 25-27 Partidge Avenue, Castle Hill

Thank you for giving us the opportunity to submit this fee proposal for our Mechanical Service, CFD Service for the above project.

Premium Consulting Engineers provides innovative and best practice engineering solutions with a strong focus on high quality, close collaboration, and exceptional customer service. Together with our clients, PCE delivers bespoke services and collaborates with project stakeholders from project start to completion, to ensure the best project outcome.

We have advanced expertise and extensive experience in residential/mixed use applications. We believe our following unique would best support your projects:

- High-/low-rise apartment engineering specialist. Have successfully delivered design of prestigious residential developments.
- Fully compliant to NSW Engineering Scheme: BDC C9 Mechanical Certifier, DBP Mechanical Design Practitioner
- Seamless collaborations with Developer, Architects and other consultants to streamline the design process
- Our tailored solutions are highly cost effective and achieve the best project outcome.

Please refer to the details on our proposed project stage, service scope, and the required key design basis information. We will endeavour to deliver quality, accurate and timely services.

Yours faithfully,

Felix Ye
Director, MEP
M: 0426 076 689
E: felix@pcen.com.au

1 INTRODUCTION

We have prepared this submission in response to an invitation of Anthony Tarabay for the provision of our consulting services for 19-21 Ashford Avenue and 25-27 Partidge Avenue, Castle Hill

2 GENERAL SCOPE OF WORKS

2.1 Overview

The general scope of our service comprises design development and construction documents stages. We have priced as per the information set provided as detailed in section 2.2 Information provided.

2.2 Information Provided

We have prepared this submission by using following information:

- Email sent from Anna Ho on Mar 13, 2024, with architecture drawings.
- The project is a residential develop and consists of:
 - 3 level of car park, approximately 114 car spots.
 - Building A ground to level 5, with Residential Apartments, approximately 32 apartments.
 - Building P ground to level 6, with Residential Apartments, approximately 33 apartments.

2.3 Deliverables at each stage

Design Development

- PDF spatial sketch as required
- DWG drawings as required
- 4 coordination meetings

Construction Documentation

- PDF spatial sketch as required
- Equipment specification
- Full set of drawings in PDF and AutoCAD 2D
- 4 coordination meetings
- D&BP Act class 2 building design declaration

2.3 Mechanical Service-Extent

- Car park ventilation system.
- Garbage exhaust.
- Fire pump room ventilation.
- Air conditioning system design to apartments.
- Toilet and laundry ventilation to apartments.
- Rangehood exhaust system to apartments.
- Outside air system design for noise affected apartments.
- Plant room ventilations, including storage rooms, main switch room, etc.
- Other ventilation to AS 1668.2.
- Electrical services associated with mechanical plant and equipment.
- Coordinate with architect, electrical, hydraulic fire service and other relevant parties.
- D&BP Act class 2 building design declaration

2.4 Mechanical Service-Clarifications

- Fire engineering;
- Assessment of compliance with environmental noise regulations;
- Preparation of Performance Solutions where Deemed to satisfy requirements of the BCA do not suit the project requirements;
- Refrigeration systems to cool rooms and freezers;
- Revit modelling and documentation.

2.5 CFD Service-Extent

- Review of all drawings relevant to the car park design.
- Creation of a three-dimensional model for the car park suitable for the CFD simulations.
- CFD ventilation simulations to assess the performance of the proposed design. This will provide a basis on which to compare subsequent designs.
- CFD ventilation simulations for up to three design changes. This includes altering natural ventilation openings, supply/exhaust flow rates, re-locating jet fans, etc.
- Preparation of a Technical Report detailing the results and recommendations.

2.6 CFD Service-Clarifications

- We have allowed 3 off model simulation/modification, if additional simulations are required (for example, in the event of still unacceptable CO levels) then these will be
- discussed with the client and will be subject to a variation.
- We have not allowed fire engineering solution for jet fan which might affect sprinkler performance, this will need to be addressed by fire engineer on the job.

2.7 CFD Service-Deliverables

- PDF spatial sketch as required
- Car park CFD ventilation report
- NSW regulated design and submission
- 1 meeting

3 PCE Capabilities

3.1 Expertise

We specialise in providing tailored engineering solutions with a strong focus on high quality, close collaboration, and exceptional customer service.

All our consultants are qualified and knowledgeable professionals. We have extensive experience in Mechanical and CFD Performance solution.

3.2 Qualification

Our team of engineers are highly experienced and fully qualified. Our qualifications relating to this project include:

- MIEAust, M.AIRAH, CPEng, NER, RPEQ
- BDC C9 Mechanical Certifier, DBP Mechanical Design Practitioner



3.3 Project Experience

We have enormous experience in this area. Some of our previous works are:

- 38 Cudgong Road, Rouse Hill (Zhinar Architects, 295 Apartments, \$200m)
- 'Crownview', 373 Crown Street, Wollongong (mixed-used twin tower, 149 apartments)
- 'Regent', 58-68 Regent Street, Kogarah (PBD Architects, 12-storey, 96 high-end apartments, \$80m)
- 'Grand Auburn', 5-7 Northumberland Road, Auburn (Zhinar Architects, mixed-used, 116 apartment, \$110m)
- 23-27 Schofields Road, Schofields (Binah Construction, 137 Apartments, \$100m)
- 27-33 Ascot Street, Canley Heights (Zhinar Architects, 74 Apartments, \$60m)
- 31 Warriewood Road, Warriewood (DKO Architects, 5-storey 104 apartments, \$90m)
- 35-39 Jenkins Road, Carlingford (Blue Sox Developments, 60 Apartments, \$45m)
- 'The Pearson', 2-6 Pearson Ave, Gordon (Wolski Coppin Architecture, boutique apartment)
- 'The Mitchell', 11-15 Mitchell Avenue, Jannali (PBD Architects, 31 featured apartments)

3.4 Project Resources

Our key personnel proposed for this project are as follows:

Director/Mechanical Engineer - Felix Ye (ME CPEng NER RPEQ DBP)

We confirm that we will not engage any sub-consultants.

4 INSURANCE DETAILS

We currently hold the following insurances to as required by authorities

Insurance type	Insurer	Amount
Professional indemnity	Allianz	\$10,000,000
Public Liability	CGU	\$20,000,000

Copies of insurance certificate are available upon request.

5 CONDITIONS OF ENGAGEMENT

We confirm that this will be a direct commission from your firm.

You may accept the offer by completing the Signature of Acceptance form at the end of this document, but if you do not, your continued instructions to us will constitute your acceptance of the offer.

6 FEE

6.1 Fee Proposal Details

We are pleased to outline below our lump sum fees for the provision of services to be undertaken in accordance with the aforementioned scope of service.

Services	Design Development	Construction Documentation	Total
Mechanical Service	\$ 12,450.00	\$ 12,450.00	\$ 24,900.00
CFD Service	\$ 4,500.00	\$ 4,500.00	\$ 9,000.00
TOTAL (exclude GST)	\$ 16,950.00	\$ 16,950.00	\$ 33,900.00
Goods & Services Tax(GST) 10%			\$ 3,390.00
TOTAL (include GST)			\$ 37,290.00

6.2 Hourly Rates

Any additional work required beyond the scope defined will be charged at hourly rates. The following rates (GST exclusive) are current to project completion.

Project co-ordinator	-	\$320 per hour
Engineer	-	\$280 per hour
Administration	-	\$150 per hour
Site Visit/Meeting(extra)	-	\$450 per 3 hour section inclusive travelling

6.3 Claiming of Fees

Payment is due within 14 days of the date of invoice.

Our fee will be invoiced at the beginning of each design stage.

7 SIGNATURE AND APPROVAL

Re: 19-21 Ashford Avenue and 25-27 Partidge Avenue, Castle Hill

Client	Engineer
Company:	Premium Consulting Engineers
Email:	
Full Name:	Felix Ye
	Director/Mechanical Engineer
	NSW Fair Trading C9 Certifier
	NSW Fair Trading Professional Engineer
	M.E CPEng NER RPEQ
	M: 0426 076 689

Signature:



Date:

14 March 2024

TERMS AND CONDITIONS

- 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 Consultant shall provide the Services with such skill, care and diligence as is generally exercised by competent members of the consulting profession performing services of a similar nature, at the time the Services are provided.
- 3 The Services will be performed at either or both the site of the project (the "Site") or at other places reasonably required by the Client. Where the locations of the Consultant's work are not under the Consultant's control (including the Site), the Client must provide reasonable access to allow the Consultant to fulfil its obligations (including to provide the Services).
- 4 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 "Requirements"). 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.
- 5 The Client shall pay to the Consultant:
 - a) the Fee and the Reimbursable Expenses as set out in the accompanying 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").
- 6 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 to the Consultant, without set-off or deduction:
 - a) the amount payable under this Agreement for the Services provided during the relevant period, within 15 days of the Consultant's invoice; and
 - b) the GST payable under this Agreement for the Services provided during the relevant period, within 15 days of receiving a valid tax invoice.
- 7 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 1% per annum.
- 8 To the maximum extent permitted by 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, in equity, under statute or otherwise, shall be limited in aggregate to the amount specified in the accompanying 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 the completion of the Services;
 - d) if, and to the extent that, any of this clause is void as a result of section 68 of the Trade Practices Act 1974 (Cth), then the Consultant's liability for a breach of a 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.
- 9 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 Project. As between the Client and the Consultant, the ownership of the IP Rights vests in the Consultant.
- 10 Neither the client nor 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.
- 11 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 the 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, 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.
- 12 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:
- if the Consultant is in breach of the terms of the Agreement and the breach has not been remedied within 28 days of a written notice served by the Client on the Consultant specifying the breach and requiring the breach to be remedied; or
 - upon the Client giving the Consultant 60 days' written notice of its intention to do so; or
 - 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").
- 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:
- 13 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:
- immediately by written notice if the Client has failed to pay in accordance with this Agreement; or
 - if the Client is in breach of any of the other terms of the Agreement and the breach has not been remedied within 10 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.
- 14 The Consultant may, without prejudice to any other rights or remedies it may have, terminate its obligations under this Agreement:
- if the breach referred to in clause 13(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
 - 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
 - upon the Consultant giving the Client 60 days' written notice of its intention to do so; or
 - if an Insolvency Event occurs in relation to the Client.
- 15 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 terms.
- 16 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.
- 17 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.

Schedule 2 – Design Program

Schedule 3 – Design Statement/ Declaration certificate

Schedule 4– Insurances

EXECUTED as an Agreement

Executed by the Company in accordance with)
Section 127 of the *Corporations Act 2001*:)
)

Signature of Authorised Agent

Signature of Authorised Agent

Name of Authorised Agent

Name of Authorised Agent

Executed by the Independent Consultant in)
accordance with Section 127 of the *Corporations*)
Act 2001:)



Signature of Director

Signature of Director

Qing Ye (Felix)

Name of Director

Name of Director

