

Prepared for: test Full name test Company test address

Date:

11 December 2023

Prepared by:

Felix Ye

Premium Consulting Engineers

ABN: 36 627 724 029

Suite 802, 299 Sussex Street Sydney 2000

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ATT: test Full name test Company test address Reference: 312000AA

Date: 11-Dec-2023

Revision: 1

Dear test,

Re: test

Thank you for giving us the opportunity to submit this fee proposal for our Mechanical Service, CFD Service, Electrical Service, Hydraulic Service, Fire Service, Kitchen Ventilation, Installation 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



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1 INTRODUCTION

We have prepared this submission in response to an invitation of test Full name for the provision of our consulting services for test

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 test Full name on 11-Dec-2023 with Architectural Plans
- The project is a boarding house develop and consists of:
 - -test1
 - -test2
 - -test3
 - -test4



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2.3 Mechanical Service-Extend

- Car park ventilation system.
- · Garbage exhaust.
- Fire pump room ventilation.
- Stair pressurization and relief systems.
- 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, grease arrest room, garbage rooms,
- 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.
- Plant room ventilations, including storage rooms, main switch room, grease arrest room, garbage rooms,
- 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
- D&BP Act class 3 building design declaration

2.4 Mechanical Service-Clarifications

- Assessment of compliance with environmental noise regulations
- Preparation of Performance Solutions
- Odour management report, please liaise with us cost of the report from us
- Refrigeration systems to cool rooms and freezers;
- Revit modelling and documentation.

2.5 Mechanical Service-Deliverables

- Full set of mechanical drawings in PDF format
- Mechanical design certificate
- Equipment selection
- PDF spatial sketch as required(Construction Documents)
- Equipment specification
- Full set of drawings in PDF and AutoCAD 2D
- 8 coordination meetings
- D&BP Act class 2 building design declaration
- Review contractor's shop drawings
- · Answer RFI and site related inquiries
- Site inspection and defect report, 6 off
- Comissioning witness inspection, 2 off
- Provide Asbuilt drawings



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2.6 CFD Service-Extend

- 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 or
- CFD ventilation simulations for up to three design changes. This includes altering natural ventilation open
- Preparation of a Technical Report detailing the results and recommendations.

2.7 CFD Service-Clarifications

- We have allowed 3 off model simulation/modification, if additional simulations are required (for example
- We have not allowed fire engineering solution for jet fan which might affect sprinkler performance, this v

2.8 CFD Service-Deliverables

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



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2.9 Electrical Service-Extend

- Maximum demand calculation as per AS3000
- Electrical single line diagram
- · Main switchboard and mains
- Distribution boards and submains(if required)
- General power distribution and Comms
- Electrical and lighting systems
- Power supply to mechanical, fire and hydraulic services including full services coordination
- Internal lighting
- General indoor/external lighting and lighting control
- Exit signages and Emergency egress lighting as per AS2293-2005
- Lead-in NBN design and application
- Liaise with relevant authorities and consultants
- D&BP Act class 3 building design declaration

2.10 Electrical Service-Clarifications

- ASP Level 3 design
- Liaison with Supply Authority/Level 3 ASP for power supply to site
- NBN pathway design and submission
- UPS, Stand-by and emergency generator systems
- Landscape and council metered public lighting
- Solar PV system
- Home Automation Systems
- Building automation systems
- Temporary work
- Fire Protection Services

2.11 Electrical Service-Deliverables

- Full set of Electrical drawings in PDF format
- Electrical design certificate
- Coordination with related services
- PDF spatial sketch as required(Construction Documents)
- Equipment specification
- Full set of drawings in PDF and AutoCAD 2D
- 8 coordination meetings
- D&BP Act class 2 building design declaration
- Review contractor's shop drawings
- · Answer RFI and site related inquiries
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- Comissioning witness inspection, 2 off
- Provide Asbuilt drawings



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2.12 Hydraulic Service-Extend

- Sanitary waste and drainage services
- Trade waste service
- Hot and cold water supply and distribution services
- Natural gas supply and distribution services
- Fire Hydrant and Hose Reel supply and distribution services
- Mechanical plant condensate waste
- 1 off site visit
- Cold water supply and distribution services.
- Hot water supply and distribution services.
- Backflow prevention.
- Natural gas supply and distribution services.
- Metering of water supplies.
- · Metering of gas supplies.
- Fire Hydrant and Hose Reel supply and distribution services.
- Mechanical plant condensate waste.
- Liaise with relevant authorities and consultants
- D&BP Act class 3 building design declaration

2.13 Hydraulic Service-Clarifications

- Authority fees and charges such as Section 73, Section 188 etc.
- Site underground service survey service
- Fire protection services (including fire sprinkler system, fire alarm system or any dry fire systems)
- Civil and stormwater services
- Landscape irrigation o water features associated plant and distribution systems
- Water features including associated plant and distribution systems.
- Diversions, upgrades and/or extension of Authority infrastructure services.
- Shop drawings and work shop drawings

2.14 Hydraulic Service-Deliverables

- Full set of hydraulic drawings in PDF format
- Hydraulic design certificate
- Coordination with related services
- PDF spatial sketch as required(Construction Documents)
- Equipment specification
- Full set of drawings in PDF and AutoCAD 2D
- 8 coordination meetings
- D&BP Act class 2 building design declaration
- Review contractor's shop drawings
- Answer RFI and site related inquiries
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2.15 Fire Service-Extend

- The emergency lights, exit and directional signage
- Automatic Detection and warning System
- Portable Fire Extinguisher System
- Sprinkler system
- Liaise with relevant authorities and consultants
- 1 off site visit

2.16 Fire Service-Clarifications

- BCA DTS requirement compliance
- Any applicable fire engineering report by C10 Fire Engineer
- Section 74B certificate based on base building fire safety measures
- Fire brigade consultant
- Temporary work

2.17 Fire Service-Deliverables

- Full set of Fire Protection Service drawings in PDF format
- Fire Protection Service design certificate
- Coordination with related services
- PDF spatial sketch as required(Construction Documents)
- Equipment specification
- Full set of drawings in PDF and AutoCAD 2D
- 8 coordination meetings
- D&BP Act class 2 building design declaration
- Review contractor's shop drawings
- Answer RFI and site related inquiries
- Site inspection and defect report, 6 off
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- Provide Asbuilt drawings



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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:

- KFC (International fast food chain), Baulkham Hills, Rhodes, Gregory Hills, North Sydney, St Ives
- Hai Di Lao, Darlin Harbour and Chatswood (international Premium Hot-Pot chain)
- Hanok Korean (Charcoal Korean charcoal BBQ), Dickson ACT, Miranda, Wollongong, Phillip, Kotara, Camp
- The Grounds of Alexandria (stylish café, bar, restaurant, garden and event hub)
- Leaf Café (award winning coffee, coffee franchises), Emerton, Rhodes, Marsden Park, Westmead, The Pol
- Meet Fresh (contemporary exquisite desserts), Chatswood, Eastwood, Burwood, Haymarket, Waterloo
- Stacked (Fast food chain) North Sydney, Mascot, Sydney, Westfield Sydney, Penrith
- WE Kitchens (modern central commercial kitchen hire services)
- Kagoshima Master, Ultimo and Crowns Nest (authentic Wagyu Yakiniku restaurant)
- Mamaks Village, Darling Harbour and Martin Place (authentic Malaysian cuisine)

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.

CONDITIONS OF ENGAGEMENT 5

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.



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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.

Please tick	Services	Amt. ex.GST	Amt. in.GST
	item1	\$1,000	\$1,100
	item2	\$500	\$550
	Mechanical Service Total	\$1,500	\$1,650
	CFD Service Total	\$2,000	\$2,200
	E1	\$500	\$550
	E2	\$1,000	\$1,100
	Electrical Service Total	\$1,500	\$1,650
	Hydraulic Service Total	\$5,000	\$5,500
	F1	\$200	\$220
	F2	\$300	\$330
	Fire Service Total	\$500	\$550



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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 \$280 per hour Engineer 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	SIGNAT	URE AND	APPROVAL

Date:

SIGNATURE AND APPROVAL	
Re: test	
Client	Engineer
Company:	Premium Consulting Engineers
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:	是一卷.

12 December 2023



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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;
 - 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



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- 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:
 - a) 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
 - b) upon the Client giving the Consultant 60 days' written notice of its intention to do so; or
 - c) if the Consultant informs the Client that it is insolvent, becomes bankrupt, or becomes subject to any official management, receivership, liquidation, provisional liquidation, voluntary administration, winding up or external administration ("Insolvency Event").

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:
 - a) immediately by written notice if the Client has failed to pay in accordance with this Agreement; or
 - b) if the Client is in breach of any of the other terms of the Agreement and the breach has not been remedied within 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
- 14 The Consultant may, without prejudice to any other rights or remedies it may have, terminate its obligations under this Agreement:
 - a) if the breach referred to in clause 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
 - b) if the Client is in breach of any of the other terms of the Agreement and the breach has not been remedied within 28 days of a written notice served by the Consultant on the Client specifying the breach and requiring the breach to be remedied; or
 - c) upon the Consultant giving the Client 60 days' written notice of its intention to do so; or
 - d) 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,
- 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.