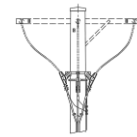


UGOH Consulting Services

PO BOX 2032 Wallsend South NSW 2287

ASP3 Accreditation 4144



FEE PROPOSAL

Reference: UGOH205

Contact: Jenny Zhu

Wednesday, 30 August 2023

Attention: Felix Yu, Premium Consulting

LEVEL-3 ELECTRICAL DESIGN SERVICE (ASP3) FOR 3 Money Close Rouse Hill

Dear Felix,

Thank you for inviting UGOH Consulting Services to submit this fee proposal for Level 3 Electrical Design Services for the abovementioned project.

Project Understanding

We understand the project involves the Level 3 electrical design for possible a new Endeavour Energy padmount substation.

Deliverables:

- Proposed Method of Supply (PMOS)
- Design Certification from relevant utility
- Summary of Environmental Report (SER)

Scope of Works

The preparation of a detailed design and associated documentation to Endeavour Energy standards to provide a Level 3 electrical design. Our scope includes:

1. Design a padmount substation on site.

Methodology

1. Submission the relevant application form, if required
2. Liaison with the relevant project stake holders including Ausgrid, Council and local authorities
3. Submission of Proposed Design Scope (PDS) or Method of Supply (MOS) to utility

4. Undertake site visit and investigation for earthing resistivity test and constructability assessment
5. Preparation of network plans as per Endeavour Energy SAD0001
 - a. Site / Construction drawing
 - b. Construction schedules
 - c. High Voltage, Low Voltage and Streetlight Single Line Diagram
 - d. Overhead profile and design, if applicable
 - e. Any relevant information as required by the applicable utility
6. Preparation of utility's Summary of Environmental Report or Review of Environmental Factor form, including;
 - a. Consult the community (ESA 1995 40 day notification, and SEPP 21 day notification)
 - b. Prepare the SER (Complete relevant tables to highlight environmental risks)*

*Note any high risk requiring specialist beyond UGOH's capability (include but limit to aboriginal heritage, significant stage heritage, endangered ecologies and etc.) may occur additional cost from utility or the specialist. The client is responsible to the cost.
7. Preparation of necessary documentation as required in submission package
8. Liaison with utility to obtain design certification

Consultancy / Design Fees:

Based on the scope of works detailed above, our lump sum fee is:

TOTAL (ex GST) **\$8,000.00**

Project Commencement/Timing

Project commencement and timing is subject to the current work schedule at the time of receiving your approval to proceed and commencement deposit. We will advise you on the specific programme and key milestones dates upon receiving your approval to proceed. The current utility process is currently taking a minimum of 12 weeks to complete for typical contestable projects.

Clarifications and Assumptions

Our proposal and fee is based on the detailed scope of works provided subject to the following clarifications and assumptions:

- Up to 2 hours community consultation with Council and other local authorities (RMS, NPWS, etc.) is allowed in this fee proposal. Any time spent beyond 6 hours will be charged at UGOH's standard hourly rate.

Exclusions

Utilities

1. Cost of electrical utility's fees and charges, including any re-checking fees
2. Cost of any other fees to any other authority in order to obtain information (if required). This could include Local Council, Dial Before You Digs, National Parks and Wildlife, applications for tree removal and/or trimming, Railcorp etc
3. Undertaking a non-standard environmental assessment if requested by the electrical utility
4. Undertake further community consultation other than 40-day and 21-day notifications in relation to how the proposed electrical works will impact the community. Note that community consultation may need to be demonstrated to the electrical utility
5. Any private network design beyond Point of Supply (POS)

Electrical Design

6. Any scope not listed from the scope of work section
7. Existing utility asset relocation
8. Earthing test on site
9. Smart pole engineering design including pole, footing and outreach
10. Any environmental study other than standard Ausgrid SER
11. Any additional community / Council notification / negotiation other than ESA1995 40-day and SEPP 21-day notifications
12. Execution of easement documents

Lighting Design

13. Roadway lighting
14. Any car park lighting / architectural lighting design within the site

Miscellaneous

15. Service location for existing underground services.
16. Non-destructive potholing, ground penetrating radar to identify underground assets.

Meetings and Site Inspections

Based on the anticipated project programme, we have allowed for the following in our fee

- 1 number of design meetings on a 6 month design period before the design is certified. Please note this meeting is NOT construction pre-start meeting.

Condition of Engagement

Contract

The fee is based on AS4122:2010. Any clause in this fee proposal different to AS4122:2010 will supersede the relevant clause in AS4122:2010.

Conditions

1. This offer is based on base project drawings, in a format compatible with AutoCAD 2013 or earlier and other information relevant to the performance of the services being provided to us at no cost.
2. Our offer is based on the value of work for which UGOH is responsible not exceeding the estimate on which the proposal is based by more than 10%. Should this limit be exceeded, then UGOH reserves the right to adjust the fee accordingly.
3. When UGOH employees are required to visit or inspect premises where entry is conditional upon the use of personal protective equipment, the cost of such personal protective equipment will be provided at no cost to UGOH.
4. UGOH is registered for GST purposes and GST will be payable on services provided by UGOH. In the event that a new tax is introduced or the rate of an existing tax or taxes is varied during the currency of this engagement, UGOH reserves the right to adjust the proposed fee accordingly.
5. Fee accounts will be rendered progressively through the course of the work. All accounts are due for payment within 30 days of the date of invoice. Interest may be charged from the date of invoice at 2% above the prevailing standard overdraft rate on overdue amounts.
6. Should the project program change for any reason beyond our control, UGOH reserves the right to adjust our fee to compensate for additional costs incurred.
7. If any of our work becomes redundant for reasons beyond our control and we are required to redo any portion of our completed work, UGOH will require compensation for the additional costs incurred.
8. The ownership of intellectual property created by UGOH as part of this engagement will remain with UGOH.
9. When UGOH is required to hire or rent specialised equipment as part of an engagement, the cost will be valued at the invoice amount plus 15%. If any relocation of transmission or sub transmission assets is required, a sub-consultant will be required; the costs of which are not included within UGOH's fee offer.
10. UGOH maintains Professional Indemnity, Public Liability and Workers' Compensation insurance cover. Details, including certificates of currency are available on request.

Rates / Additional Works

Any additional work not included at the scope of work listed above will be charged at hourly rate (GST exclusive). The following rates apply:

- Senior Designer / Engineer \$140/h + GST
- Designer / Engineer \$120/h + GST
- Drafter \$80/h + GST
- Administration \$50/h + GST

Sub-Consultants

Where UGOH is required to employ a specialist sub-consultant as part of an additional service, the expense will be valued at the sub-consultant's invoice cost plus 15% and UGOH's time in investigating, briefing, commissioning and administering the sub-consultant.

Other Expenses

Expenses necessarily incurred by UGOH in completing additional services will be valued at the invoice cost plus 15%.

Client's Obligations

1. UGOH shall provide to the Client the consulting engineering services described in the accompanying letter ("Services").
2. The Client shall provide to UGOH briefing and all information ("Information") concerning the Client's requirement for the commission. UGOH shall be relying on the Information in providing the Services.
3. The Client shall pay to UGOH the Fee and the Reimbursable Expenses as set out in the accompanying letter.
4. All monies payable by the Client to UGOH shall be paid within 30 days of invoice. Moneys not paid within that period shall attract interest from the date of invoice until payment at 2% above the prevailing standard overdraft rate.
5. The liability of UGOH to the Client arising out of or in any way in connection with the Services shall be limited to re-supplying the relevant Services (or paying the sum representing the cost thereof) or the sum of \$300,000, whichever is the lesser. This limitation shall not apply to liability which in law UGOH is prohibited from contracting out of.
6. After the expiration of one (1) year from the date of invoice in respect of the final amount claimed by UGOH pursuant to Clause 4, UGOH shall be discharged from all liability in respect of the Services whether under the law of contract, tort or equity, statute or otherwise.
7. Copyright in all drawings, reports, specifications, bills of quantity, calculations and other documents provided by UGOH in connection with the Services shall remain the property of UGOH.
8. Subject to clause 10, the Client alone shall have a license to use the documents referred to in clause 8 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.
9. If the Client is in breach of any obligation to make a payment to UGOH, UGOH may revoke the license referred to in clause 9, and the Client shall then cause to be returned to UGOH all documents referred to in clause 8. and all copies thereof.

10. Any dispute between the Client and UGOH shall first be the subject of mediation provided that this provision shall not prevent UGOH from instituting legal action at any time to recover moneys owing by the Client to UGOH.
11. The Client may terminate his obligations under this Agreement:
 - a. In the event of fundamental breach by UGOH of his obligations hereunder, which breach has not been remedied within 30 days of written notice from the Client requiring the breach to be remedied, or
 - b. for any reason whatsoever upon giving UGOH 60 days written notice of his intention to do so.
12. UGOH may suspend or terminate the obligations under this Agreement:
 - a. in the event of:
 - i. monies payable to UGOH hereunder being outstanding for more than 60 days;
 - ii. other fundamental breach by the Client of his obligations hereunder, which breach has not been remedied within 30 days of written notice from UGOH requiring the breach to be remedied, or
 - b. for any reason whatsoever upon giving the Client 60 days written notice of his intention to do so.
 - c. immediately upon an Insolvency Event.
13. If UGOH considers it appropriate to do so, he may with the Client's prior approval, which shall not be unreasonably withheld, engage another consultant to assist UGOH in specialist areas. The Client accepts responsibility for all monies payable to such other consultant.
14. Neither party may assign, transfer or sublet any obligation under this Agreement without the written consent of the other. Unless stated in writing to the contrary, no assignment, transfer or subletting shall release the assignor from any obligation under this Agreement.

Claim and Payment Term:

Claims are to be made at the following milestones:

- **50%** of the commencement deposit to be paid and cleared in order to start the project.
- **100%** at time of submission of the design package to utility.

Certified Design Release:

- We will release the certification package upon the full payment made for this project.

APPROVAL TO PROCEED

We confirm that we accept the scope of works, fees and terms of engagement described in the UGOH Consulting Services (UGOH205) dated Wednesday, 30 August 2023 and confirm that UGOH Consulting Services is authorised to proceed with the works as described in this proposal:

Signature_____

Print
Name_____

Position_____

Date_____