

## MANAGING DIRECTORS

MATTHEW PALAVIDIS  
VICTOR FATTORETTO

## DIRECTORS

MATTHEW SHIELDS  
BEN WHITE



20160002/1309A/R0/MF

13/09/2016

Armenco

**ATTN: C/O: CDARCHITECTS**

## **31 STANTLEY CRESCENT, KINGSWOOD - FEE PROPOSAL FOR ACOUSTIC SERVICES**

### **1 INTRODUCTION**

We are pleased to express our interest in providing a fee proposal for our acoustic services at 31 Stantley Crescent, Kingswood.

This proposal sets out an outline of our company, capability, general experience and a fee structure for this project.

### **2 COMPANY OUTLINE**

Acoustic Logic Consultancy is a company dedicated to the provision of a high quality and practical service in the field of noise and vibration engineering. The Directors of Acoustic Logic have a combined experience of sixty years in this field. They have undertaken a wide range of projects.

They understand that it is essential that all acoustic input be directed toward the attainment of both statutory and project acoustic objectives. At the same time it is known that all construction projects undertaken today operate under tight financial restraint and that all decisions taken may impact on the viability of a project. We recognise that those communicating noise concepts and conveying a proper perspective of the project noise issues either in written reports, or directly with officers of statutory authorities or the general community is an important part of the process. It is an overriding premise of this company that in order to successfully service our clients we have to understand their requirements.

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A: 9 Sarah St Mascot NSW 2020  
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SYDNEY MELBOURNE BRISBANE CANBERRA  
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ABN: 11 068 954 343

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### **3 GENERAL EXPERIENCE**

The Directors of Acoustic Logic Consultancy are known for their highly practical approach, and rapid and definitive problem solving skills. Their combined experience in this field is extensive, as they have worked on a number of the larger projects, which have been undertaken in the past five years. Their experience extends to:

#### **Planning Studies**

- Local environmental plans.
- Assessment of the effect of local noise sources on redevelopment proposals and recommendation of planning requirements addressing noise issues.

#### **Industrial and commercial projects**

- Noise assessment of industrial and commercial projects as part of environmental impact statements, submissions to the Environment Protection Authority or local councils.
- Modelling of noise emission.
- Design of barriers, enclosures, silencers, plant treatment and other noise control measures.
- Compliance testing of existing installations for EPA or Council submission.
- Plant noise level measurements.

#### **Traffic noise**

- Environmental noise impact studies for proposed roads. Prediction and assessment of traffic noise from new roads using traffic noise prediction models such as CORTN, FHWA and ENM.
- Strategic studies for new road proposals.
- Traffic noise reports for residential developments required for Council development or building applications.
- Design of barriers, glazing, and other traffic noise control measures.
- Traffic noise measurements

#### **Construction noise assessment**

- Sydney City Council guidelines.
- Environment Protection Authority guidelines.

#### **Rail noise impact**

- Environmental noise impact studies for proposed railways.
- Vibration in structures close to railway lines.
- Planning of developments near railways.
- Measurement of noise from existing railways.
- Assessment of railway noise intrusion into proposed developments to meet council requirements.

#### **Aircraft noise impact**

- Noise assessment for proposed airports.
- Helicopter landing site noise assessment.
- Planning of developments near airports.

## **4 PROJECT MILESTONES**

Acoustic Logic Consultancy is recognised in industry for its ability to work within stringent project timelines regardless of the complexity of a project in addition to providing cost effective and value engineered solutions under such constraints.

Acoustic Logic Consultancy has the ability and capacity to work within the constraints of the project milestones identified in the project documentation.

## **5 ADDITIONAL SKILLED SERVICES (AUDIO SYSTEMS LOGIC)**

Acoustic Logic Consultancy can provide additional services in the field of electro acoustics and sound system engineering for meeting rooms, audio visual rooms, EWIS systems, speech reinforcement systems, etc. via its specialist company Audio Systems Logic.

Acoustic Logic Consultancy has the capacity to provide full three-dimensional acoustic modelling of sound system performance within small to large scale venues (both indoor and outdoor) regardless of the project complexity using advanced simulation software. Additionally, aural simulations can be produced to observe and experience sound system performance and room acoustics during design stages prior to construction for Client review.

It is noted that professional staff of Audio Systems Logic have had extensive experience in electro acoustics and sound system engineering relating to sound studios, high level executive boardrooms, cinemas, theatres (i.e. Sydney Opera Theatre) and churches (i.e. St Mary's Cathedral) and Court rooms (Brisbane Supreme Court).

Professional staff of Audio Systems Logic also have the unique ability of designing custom/purpose built loudspeakers for specific acoustic spaces.

## **6 PROFESSIONAL INDEMNITY INSURANCE COVER**

The company has professional indemnity insurance to the value of \$10 million.

## **7 PUBLIC LIABILITY INSURANCE COVER**

The company has public liability insurance to the value of \$20 million.

## **8 QUALITY ASSURANCE**

Acoustic Logic Consultancy is currently developing Quality Assurance System in accordance with Australian/New Zealand Standard AS/NZS ISO9001:2000 "Quality Management Systems – Requirements".

We believe this system represents the strength of our business and without it we cannot guarantee our customers cost effective services. All aspects of a project must be regulated by this system. It is a paramount objective that we increase our market penetration by improvements in service, quality, lower costs and leadership in this highly competitive field.

By achieving these standards in our business, they will also be manifest in that of our Clients.



## 9 COMPLIANCE WITH NATIONAL CODE OF PRACTICE

Acoustic Logic Consultancy Pty Ltd maintains the highest ethical standards in association with all its work related to the construction industry in addition to maintaining high standards in occupational health safety and rehabilitation.

Although not an exhaustive list, Acoustic Logic Consultancy Pty Ltd is in compliance with the National Code of Practice in relation to the following matters:

- Acoustic Logic Consultancy Pty Ltd does not have workplace agreements, policies or practices that encourage or discourage employees on the project site to join or maintain financial membership with a relevant union or any industrial association, including the provision of union application forms with induction packages and informing prospective employees of their rights, obligations and benefits of union membership.
- Acoustic Logic Consultancy Pty Ltd does not have any requirements or practices that encourage, suggest or pressure subcontractors (including sub consultants) or suppliers to adopt or require any particular form of industrial agreement or to adopt any particular terms and conditions of employment.
- Acoustic Logic Consultancy Pty Ltd does not use induction forms that require employees to identify their union status or require subcontractors (including sub consultants) or suppliers to identify the union status of employees.
- Acoustic Logic Consultancy Pty Ltd does not have union delegates undertake or administer any part of site induction processes, nor do they have access to the names of new staff, job Registrants, subcontractors (including sub consultants), consultants or suppliers.
- Acoustic Logic Consultancy Pty Ltd does not have any arrangements for the employment of a non-working shop steward or job delegate, or other such person, on this project.
- Acoustic Logic Consultancy Pty Ltd does not have any requirement for the payment by any person or enterprise of a “bargaining fee”, however described, to any industrial association.
- Acoustic Logic Consultancy Pty Ltd has not made a workplace agreement on or after 1 June 2006 that contains a dispute settlement process giving a third party the ability to arbitrate or otherwise impose an outcome to settle the dispute.

Additionally, Acoustic Logic Consultancy Pty Ltd confirms the following:

- Acoustic Logic Consultancy Pty Ltd has not been subject to a sanction imposed under the Code and Guidelines;
- Acoustic Logic Consultancy Pty Ltd has not had a judicial decision against them and no decisions under appeal relating to employee entitlements and has not paid the claim; and
- Acoustic Logic Consultancy Pty Ltd has not had any adverse court, tribunal, industrial relations commission or Fair Work Australia finding, order or penalty awarded against them in the last two years.

## 10 OCCUPATIONAL HEALTH & SAFETY (OHS) MANAGEMENT SYSTEM

Acoustic Logic Consultancy Pty Ltd has completed documentation regarding the following:

- Occupational Health, Safety & Rehabilitation Management System and Site Safety Plans conforming with the necessary requirements of WorkCover NSW;
- Work Health & Safety Regulation 2011;
- Work Health & Safety Act 2011, and
- Workplace Injury Management and Workers Compensation Act 1998 No. 86 and relevant Codes of Practice.

This manual is currently being assessed for accreditation in accordance with New South Wales Government WHS Management Systems and Auditing Guidelines (5th Edition) and addresses the guidelines of Australian/New Zealand Standard AS/NZS 4801:2001.

## 11 TECHNICAL RESOURCES

Acoustic Logic Consultancy operates as a highly independent company and as a wide base of experience and collective knowledge in our field.

We are proud to affirm that the company has developed the majority of acoustic software utilised by Acoustic Logic Consultancy, distilling our vast experience in the field.

All acoustic measurement equipment is available including:

- Real-Time Electrical and Acoustical Measurement Systems for the Measurement of Cumulative Decay Spectrums and Acoustic Quality Parameter Measurements (MLSSA and CLIO),
- In-house software for modelling decay time, absorber design etc. including EASE/AURA,
- Integrating Sound Level Meters,
- Vibration Measurement Equipment,
- Noise and Vibration Loggers,
- Spectrum Analysers,
- Chart Recorders, and
- Random Noise Generator for Transmission Loss Tests, etc.

## 12 SCOPE OF WORK

1. One site attendance in order to:
  - Conduct a site inspection.
  - Conduct measurements of road traffic.
  - Conduct measurements of rail traffic.
  - Conduct an ambient noise survey using a noise logger for 1 week.
2. Review EPA, NSW Planning and Council requirements with respect to:
  - External noise impacts on the site.
  - Allowable noise generation by the site.
3. Determine building shell constructions (glazing, roof/ceiling, external wall) to attenuate external noise acceptable levels inside.
4. Identify noise emission goals for the development based on noise logging data and planning controls.
5. Prepare an acoustic report suitable for inclusion in DA documentation.

### **Please note:**

- **Detailed acoustic design of mechanical plant is not proposed to be undertaken before DA, as plant selections and locations are not typically determined at this stage. Scope of work does not include any site attendances during construction or post construction compliance testing.**

## 13 PROPOSED FEES

Proposed fees for the listed work above is **\$3,850.00 + G.S.T.**

## 14 PAYMENT TERMS

An invoice will be provided upon acceptance of the proposal and full payment is required prior to the release of any report.

## 15 GST

All fees and charges quoted are exclusive of GST which will be charged at 10%.

## 16 ITEMS NOT INCLUDED IN SCOPE OF WORK/EXCLUSIONS

The following is not included in the scope of work unless specifically stated otherwise in the scope of work.

- All advice or recommendations provided relate only to our area of expertise, that is noise and/or vibration as applicable. The Client (refer "Acceptance of Quotation" below) should obtain separate professional advice as to whether the recommendations and assessment made also satisfy other requirements, or may have other effects or implications, such as structural, aesthetic, authority/council requirements and approvals, impairment of



equipment performance, durability and selection of materials, etc. The cost of modifying any recommendations, reports, etc to include any separate advice will be variation to any quoted fee. Where the client obtains the separate advice concurrent with our investigations no additional fee will be charged. The names and areas of expertise of any other consultants or third party shall be provided in writing at the time of commissioning.

- Licensing fees, application fees, etc.
- Site inductions and similar access requirements unless specifically included in the Scope of Work. If ALC staff are required to complete site induction or similar procedures before being permitted to access to any work area, then prior written notice shall be provided, otherwise any additional costs incurred will be charged at standard rates.
- Where measurements require the attendance of plant operators, etc these shall be provided by the client unless stated otherwise.
- Meetings unless specifically included in the Scope of Work.
- Any requirement that payment of consulting fees are conditional on external conditions, such as conditional on project funding, obtaining development approval or project occupation, etc either expressly or implicitly implied.
- Payment of any registration, administrative, processing, invoicing fees or charges or the like imposed by the Client, client's contractors or sub-contractors.
- Where the "Scope of Work" includes, meetings, site inspections or the like the Client is responsible for advising ALC attendance when such meetings, inspections, etc is required, providing minimum of 3 days notice and where the "Scope of Work" indicates a number of meetings, inspections, etc this refers only to the maximum number of meetings / inspections, etc included in the quoted fixed fee.

## **17 NOISE AND VIBRATION MONITORING**

Where noise and /or vibration monitoring is carried out on a rates basis the client is to advise us in writing by certified mail of the date of termination. A minimum notice of 7 working days from date of posting is to be provided. The hire period ends on the termination date, unless insufficient notice is provided or the equipment is not removable for reasons outside our control. The cost of repairs resulting from damage to noise and vibration monitoring equipment will be charged at cost in addition to any fees and charges nominated in this proposal, unless it is a result of vandalism.

## 18 TERMS AND CONDITIONS

The terms and conditions applying to this offer are shown in the "Acceptance of Quotation" contained in this fee proposal, which should be signed and returned as acceptance of the quoted fee, scope of work, terms and conditions and hourly rates for additional services quoted in this proposal.

**SIGNING ON BEHALF OF ANOTHER PERSON OR ENTITY WILL NOT BE ACCEPTED  
BY SIGNING THIS ACCEPTANCE YOU ACCEPT FULL LIABILITY FOR PAYMENT OF ALL  
MONIES OWED TO ACOUSTIC LOGIC CONSULTANCY PTY LTD**

## 19 STANDARD RATES OF CHARGE

Any variation to the above scope of work or works carried out on an hourly rates basis will be charged at our standard rates of charge. The current, standard rates of charge applied by this company are:

DESIGNATION	HOURLY RATE
Director	\$300 /hr.
Associate Director	\$275 /hr.
Senior Engineer	\$250 /hr.
Senior Project Engineer	\$225 /hr.
Project Engineer	\$195/hr.
Technical Assistant	\$150/hr.
Administration	\$120/hr.
Graphics/Desktop Publisher	\$100/hr.

Note: Where work is required outside 8am to 6pm Monday to Friday will be charged at a rate of 1.5 times the rate indicated and 2 times for Sundays and public Holidays.  
Acoustic/vibration measurement equipment costs would also apply, where applicable.  
Travelling time will be charged at the rates quoted above, plus travel costs when travelling outside the metropolitan area. Parking costs will also be charged where applicable.  
Time is charged in minimum 15 minute blocks.  
Any disbursements (except equipment hire costs listed below) will be charged at cost + 10% handling charge

EQUIPMENT	RATE PER DAY*
Sound Level Meter	\$175
Unattended Noise Monitor	\$55 ((\$250 minimum charge)
Unattended Noise Monitor With Modem	\$60 ((\$250 minimum charge)
Unattended Vibration Monitor	\$75 (\$600 minimum charge)
Unattended Vibration Monitor With Modem	\$80 (\$600 minimum charge)
Impact Noise Generator	\$175
Noise Generator	\$75
Vibration Level Meter	\$250
Dust Monitor	\$65 ((\$300 minimum charge)

\* Use of equipment is charged in blocks of 1 day usage regardless of period of use on that day.



## 20 ACCEPTANCE OF QUOTATION

I/We.....(insert name here)  
(hereinafter referred to as "the Client") confirm acceptance of the quotation dated ..... with reference 20160913MFA\_R0\_31 Stantley Crescent, Kingswood relating to the scope of work for the property ..... as furnished by Acoustic Logic Consultancy Pty Ltd (ACN 068 954 343) (hereinafter referred to as "ALC"), whereby the following terms and conditions shall apply, and the Client hereby accepts responsibility for any costs due and owing and any additional costs payable in accordance with these terms and conditions as follows.

1. Unless stated otherwise all monies owed to ALC shall be paid within 30 days of the date shown on any invoice furnished after acceptance of the quotation. Any amounts unpaid after 30 days shall accrue interest at the rate fixed by the Supreme Court of NSW from time to time but shall be not less than nine percent (9%).
2. Progress claims may be made by ALC on a not more frequently than monthly basis and at completion. Where a progress claim/invoice is not paid within 30 days of the date shown on the invoice ALC may suspend works until payment is received. The Client will be invoiced this amount, plus interest incurred up to the invoice date, and the Contract Sum will increase to include the amount invoiced.
3. The Client agrees to pay any costs and expenses incurred by ALC to recover debts exceeding 30 days from the date shown on any invoice, or costs and expenses related to any other unsuccessful action taken by the client to recover monies already paid. These may include the cost of employing a debt recovery agency, legal expenses and/or a reasonable estimate of time and disbursements incurred internally by ALC calculated using the "Standard Rates of Charge" in this agreement. The Client will be invoiced this amount, plus interest incurred up to the invoice date, and the Contract Sum will increase to include the amount invoiced.
4. Where the quotation indicates a time period to complete the scope of works, this time period commences when (i) an executed "Acceptance of Quotation" is received by ALC and (ii) all information necessary for the completion of the scope of work contained in the quotation have been supplied by the Client.
5. The Client agrees the completion times quoted do not allow for delays outside ALC's control including adverse weather. Where the work is required to be completed on or before a specific date, the Client must advise ALC in writing at the time of executing the "Acceptance of Quotation".
6. Where the Client fails to provide adequate or safe site access, fails to provide adequate conditions in which to undertake acoustic tests or otherwise causes ALC to incur additional time or disbursement costs (provided the Client is provided with reasonable notice of the tests by ALC) the Client agrees to pay these additional costs incurred by ALC at the "Standard Rates of Charge" indicated in the quotation.
7. All fixed price quotations remain fixed for a period of 60 days from the date of the quotation. For quotations made on an hourly rates or disbursements basis, the rates may be reviewed and varied by ALC at any time from 90 days after the date of the quotation without notice in line with any change in ALC general schedule of rates. If works are suspended permanently or temporarily, then all reasonable costs and charges shall be paid by the Client. A minimum fee of \$200 applies to suspend work.
8. This Agreement, and of each clause and part thereof, shall be governed by the laws applicable in the State of New South Wales and New South Wales is the relevant jurisdiction.
9. Any notice or other communication required or permitted to be given by any party hereto to any other party shall be in writing and shall be delivered personally or by pre-paid registered mail addressed to the addresses nominated herein.
10. This Agreement shall endure to the benefit of and be binding upon the respective heirs, administrators and permitted assigns of all of the parties hereto including the guarantor.
11. Where the Client is a company, the person signing this acceptance also agrees to act as guarantor for all monies owing or found to be owing and indemnifies and keeps indemnified ALC against any liability, claim for damages and all costs provided they do not result from the negligent acts of ALC, its servants or agents.
12. The guarantee contained herein is a continuing guarantee and shall remain in force until all monies have been repaid in full and is provided in consideration of ALC entering into these terms and conditions on behalf of the Client.
13. Any intellectual property rights, reports, letters, drawings, electronic information provided by ALC to the Client vest in the Client only to the extent that it may be used directly for the purposes outlined in the scope of work. Written or electronic information provided by ALC may not be provided to third parties unless approved in writing by ALC.
14. Costs of all materials and information provided by, or requested from, the Client including plans, background information, etc shall be borne by the Client.
15. Unless expressly stated otherwise, any additional work required arising out of the need to respond to approval authorities (e.g. Council) shall be an additional fee charged at the "Standard Rates of Charge" in this agreement.
16. Any reports or advice provided by ALC remain the property of ALC until full payment is received and may not be used in any way by the Client until full payment is received.
17. The scope of work is deemed complete once a draft report is provided or made available to the Client and ALC have responded to any queries arising from that draft report, or, if no response is received, after 10 working days of providing the draft report or making the report available. Any further works or queries may be charged as additional work at the "Standard Rates of Charge" in this agreement.
18. The Client hereby charges the parcel of land described above with due payment to us of all moneys that may properly become payable to us by virtue of this Agreement or otherwise arise from carrying out the work under this Agreement (Contract Sum). The Principal by his execution of this Agreement consents to us lodging a caveat against the title to the Land to secure payment of the Contract Sum and maintaining the Caveat against the title to the Land until such time as the Contract Sum is paid.

**CLIENT TO BE INVOICED TO COMPLETE ONE OF FOLLOWING SECTIONS**  
**COMPANIES MUST FULLY COMPLETE THE NEXT TWO PAGES**

Executed by: .....  
(signature)  
  
.....  
(print name)  
  
.....  
Position  
  
Date: .....

for or on behalf of (company name)

..... ACN .....  
..... ABN .....  
.....

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**GUARANTOR & WITNESS EXECUTION**

**SIGNED SEALED and DELIVERED by the said Guarantor**

.....  
(Guarantor Signature)  
  
Date.....  
  
.....  
(print guarantor name) ( print guarantor address)

**in the presence of:**

.....  
(Witness Signature)  
  
Date.....  
  
.....  
(print Witness name) ( print Witness address)

**THIS SECTION MUST BE COMPLETED BY COMPANIES**

---

**Billing Address:**

Name:

.....

Address: (print address)

.....

.....

.....



**FOR INDIVIDUALS COMPLETE ALL DETAILS ON THIS PAGE:**

Executed by: .....  
(print name)

.....  
(signature)

Date: .....

Address: (print)

.....

**Ph:** .....

.....

**Fax:** .....

.....

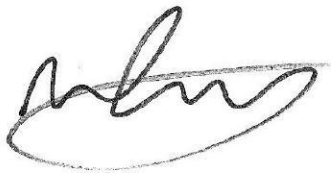
**Mob:** .....

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**21 CLOSURE**

We trust this information is satisfactory. Please contact us should you have any further queries.

Yours faithfully,



Acoustic Logic Consultancy Pty Ltd  
Matthew Furlong