



PUBLIC TEXT

SERVICES AGREEMENT



Date

Parties

AUSTRALIAN CAPITAL TERRITORY

AECOM AUSTRALIA PTY LTD
ACN: 093 846 925

PARKES WAY WIDENING
DESIGN AND SUPERINTENDENCE

CONTRACT NUMBER: 2010.15648.110

Prepared by

ACT Procurement Solutions
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Version

Final 10 March 2011

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by the Department of Territory and Municipal Services - Roads ACT.

AECOM Australia Pty Ltd ACN: 093 846 925 of Level 8, 540 Wickham Street, Fortitude Valley, 4006, in the state of Queensland (**Consultant**).

BACKGROUND

- A. The Territory has undertaken a procurement process under tender number 15648.110 and has selected the Consultant to provide the Services.
 - B. The Territory has agreed to purchase and the Consultant has agreed to provide the Services in accordance with the provisions of this Agreement.
-

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Agreement, unless the context otherwise requires.

Confidential Text means any text of this Agreement that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in **Item 7 Schedule 1**.

Consultant Material means all material owned by the Consultant and used for the purpose of providing the Services, including documents information and data stored by any means.

Contract Material means all material created, written or otherwise brought into existence as part of, or for the purpose of performing the Services including all reports (whether in draft or final form), documents, information and data stored by any means.

Contract Officers means, in relation to each party, the representatives whose names and contact details are specified in **Item 1 Schedule 1**, or as notified from time to time by one party to the other.

Contract Price means the amounts specified in, or calculated in

accordance with, **Item 3 Schedule 1**.

GST has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insurance Determination means any relevant statutory instrument relating to public liability insurance made under the *Financial Management Act 1996* (ACT).

Invoice means an invoice that:

- (1) if GST is payable in respect of the provision of the Services, is a valid tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (2) clearly sets out details of the Services provided and of the amount that is due for payment, is correctly calculated and is in respect of Services that have been performed in accordance with this Agreement;
- (3) is accompanied by any other details or reports required under this Agreement; and
- (4) is rendered at the times specified in **Item 3 Schedule 1** (if any) and addressed to the Territory's Contract Officer.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Prescribed Insurer means, in relation to:

- (1) public liability insurance, an insurer that is:
 - (a) accepted by the Australian Capital Territory Insurance Authority (**ACTIA**) for the purposes of the Insurance Determination,
 - (b) authorised by the Australian Prudential Regulation Authority (**APRA**) to conduct new and renewal insurance business in Australia, or

(c) if not authorised by APRA to conduct new or renewal insurance business in Australia, rated at A- or better by a ratings agency acceptable to ACTIA,

or any other insurer prescribed under the Insurance Determination from time to time; and

(2) other insurance, an insurer having a Standard and Poor's or Best's Rating A- or better.

Procurement Act means the *Government Procurement Act 2001* (ACT).

Services means the services described in **Schedule 2**.

Special Condition means any provision set out in **Schedule 3**.

Specified Personnel means any person named in **Item 4 Schedule 1**, or any other employee or agent of the Consultant, who is approved by the Territory from time to time for the purpose of **clause 6**.

Term means the term specified in **Item 2 Schedule 1**, and if extended, the initial term and the extended term.

Territory means:

(1) when used in a geographical sense, the Australian Capital Territory; and

(2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

Territory Information means the kind of information that:

(1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;

(2) is notified (whether in writing or not) by the Territory to the Consultant as being confidential;

(3) is specified in **Item 6 Schedule 1**; or

(4) is Personal Information,

but does not include information that:

- (5) is or becomes public knowledge other than by breach of this Agreement;
- (6) has been independently developed or acquired by the Consultant; or
- (7) has been notified by the Territory to the Consultant as not being confidential.

Territory Material means any material provided by the Territory to the Consultant for the purposes of this Agreement including documents, equipment, information and data stored by any means.

1.2 General

In this Agreement, unless a contrary intention is expressed:

- (1) references ~~to~~ “Consultant” include any employees, agents or subcontractors of the Consultant; and
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

2. Services

The Consultant must perform the Services in accordance with the provisions of this Agreement and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Consultant is engaged.

3. Term

This Agreement is for the Term unless terminated under the provisions of this Agreement.

4. Contract Price

4.1 Invoice

The Territory must pay the Consultant the Contract Price following its receipt of an Invoice and otherwise in accordance with **Item 3 Schedule 1**.

4.2 Incorrect payments

If, after payment, an invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Consultant,

as the case may be, and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Territory to the Consultant under this Agreement.

5. Ownership and use of material

5.1 Ownership of material

Ownership of:

- (1) all Contract Material, including any intellectual property rights, vests on its creation in the Territory;
- (2) all Territory Material, including any intellectual property rights, remains with the Territory; and
- (3) all Consultant Material, including any intellectual property rights, remains with the Consultant.

5.2 Licence of material

- (1) The Territory grants to the Consultant a royalty-free, limited licence to use the Contract Material and Territory Material for the Term.
- (2) The Consultant grants to the Territory a royalty-free, perpetual, limited licence to use the Consultant Material.
- (3) For the purpose of this clause, “use” includes:
 - (a) such uses as are reasonably necessary for the Territory to obtain the full benefit of the Services, including use of the Contract Material, and
 - (b) such uses as are reasonably necessary for the Consultant to undertake the Services or as otherwise agreed by the Territory,and may include supply, reproduce, publish, perform, communicate, broadcast, adapt and copy as the context requires.

5.3 Third party rights

The Consultant must ensure:

- (1) the use of any Contract Material will not infringe the intellectual property rights of any third party; and
- (2) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Territory’s (or its agents’) use of any Contract Material.

5.4 Moral rights

The Consultant must, in relation to the authors of any work that comprises or forms part of the Contract Material:

- (1) use its best endeavours to include in the Contract Material an attribution of those authors; and
- (2) procure from those authors their genuine written consent for the Territory to:
 - (a) attribute the authorship of the work to the Territory or a third party where that attribution was inadvertent,
 - (b) not attribute the authorship of the author when using the work (including exhibiting or performing the work in or to the public), and
 - (c) materially alter the work in any way.

5.5 Safekeeping and preservation of material

The Consultant must ensure the safe-keeping and proper preservation of Contract Material and Territory Material in its possession or control and deliver to the Territory all Contract Material and Territory Material on the expiration or termination of this Agreement (other than copies of material that the Territory has authorised the Consultant to retain).

6. Consultant's personnel

The Consultant must:

- (1) in performing the Services, engage only persons who have the skills, training and expertise appropriate for the Services;
- (2) comply with all reasonable requirements notified by the Territory regarding the suitability and fitness of persons engaged by the Consultant for the performance of Services;
- (3) ensure the services are performed by Specified Personnel (if any) and provide replacement personnel acceptable to the Territory at no additional charge and at the earliest opportunity if the Specified Personnel are unable to perform any of the Services; and
- (4) if the Territory requires, ensure that each person engaged in the performance of the Services executes a deed of confidentiality in a form acceptable to the Territory, and provide those executed deeds to the Territory in accordance with any requirements that the Territory notifies.

7. Non-disclosure of Territory Information

7.1 Consultant's use of Territory Information

The Consultant must:

- (1) use Territory Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;
- (2) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cth) as if they were provisions of this Agreement and the Consultant was a collector and/or record-keeper of the Personal Information as defined in the Act;
- (3) not transfer Territory Information held in connection with this Agreement outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory; and
- (4) notify the Territory immediately if the Consultant becomes aware that a disclosure of Territory Information is required by law, or an unauthorised disclosure of Territory Information has occurred.

7.2 Consultant to protect Territory Information

- (1) Except as provided in this Agreement, the Consultant must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:
 - (a) required or authorised to be disclosed by law,
 - (b) disclosed to the Consultant's solicitors, auditors, insurers or advisers,
 - (c) generally available to the public, or
 - (d) in the possession of the Consultant without restriction in relation to disclosure before the date of receipt from the Territory.
- (2) The Consultant must take all reasonable measures to ensure that Territory Information accessed or held by it in connection with this Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose and that only its authorised personnel have access to Territory Information.
- (3) The Consultant must do all things necessary to ensure that Territory Information accessible to the Consultant and the Consultant's personnel by virtue of the performance of this Agreement is not

accessed, published or communicated in any way, including imposing upon the Consultant's personnel obligations of confidentiality with respect to Territory Information.

7.3 Acknowledgement of effect of Crimes Act

The Consultant acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Consultant is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT), the maximum penalty for which is 2 years imprisonment.

8. Confidential Text under Procurement Act

8.1 Territory may make Agreement publicly available

In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement may be a notifiable contract under the Procurement Act and, if so, the Territory will be required to make the text of this Agreement available to the public, including by publication on a public contracts register.

8.2 Confidential Text

If **Item 7 Schedule 1** states that this Agreement is a notifiable contract under the Procurement Act and specifies Confidential Text, the grounds on which the text is confidential are set out in **Item 8 Schedule 1**, and **clause 8.3** applies.

8.3 Territory must not disclose Confidential Text

Except as provided in this Agreement, the Territory must not disclose Confidential Text to any person without the prior written consent of the Consultant (which consent will not be unreasonably withheld) except to the extent that Confidential Text:

- (1) is required or authorised to be disclosed under law;
- (2) is reasonably necessary for the enforcement of the criminal law;
- (3) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
- (4) is generally available to the public;
- (5) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Consultant;

- (6) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (7) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

9. Insurance and indemnity

9.1 Consultant's insurance

The Consultant must effect and maintain for the Term all insurance coverage required to be effected by it by law, public liability insurance and professional indemnity insurance in amounts not less than the amounts (if any) specified by **Item 5 Schedule 1**, and any other insurance specified in **Item 5 Schedule 1** with a Prescribed Insurer.

9.2 Indemnity

The Consultant indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Consultant, in connection with the provision of the Services, except to the extent that the Territory caused the relevant loss, damage or injury.

9.3 Claims to be made good

The Consultant must, at its expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in **clause 9.2** and the Territory may deduct the amount, or any part of it, from any moneys due or becoming due to the Consultant under this Agreement.

10. Termination

10.1 Default

The Territory may terminate this Agreement, at any time by notice to the Consultant, if the Consultant:

- (1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (2) fails to commence timely provision of the Services or to meet any timeframes specified in this Agreement; or
- (3) is in breach of a provision of this Agreement, where that breach:
 - (a) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or

- (b) is not capable of being remedied.

10.2 Termination for any reason or reduction of Services

The Territory may, at any time by notice to the Consultant, terminate this Agreement or reduce the Services for any reason, and in that event:

- (1) the Territory will be liable only for:
 - (a) payments under this Agreement for Services rendered before the date of termination, and
 - (b) subject to **clauses 10.2(2) and 10.2(3)**, any reasonable costs incurred by the Consultant and directly attributable to the termination or reduction of Services, but not in respect of loss of prospective profits;
- (2) on receipt of a notice of termination or reduction, the Consultant must:
 - (a) stop work as specified in the notice,
 - (b) take all available steps to minimise loss resulting from that termination or reduction of Services, and
 - (c) continue to perform any part of the Services not affected by the notice; and
- (3) in the event of a reduction of the Services, the Territory's liability to pay the Contract Price will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.

10.3 No prejudice

Nothing in this **clause 10** prejudices any other rights or remedies of the Territory in respect of any breach of this Agreement.

11. Dispute resolution

- (1) If a difference or dispute (**Dispute**) arises in relation to this Agreement either party may give notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.
- (2) Nothing in this **clause 11** will prejudice the rights of either party to institute proceedings to enforce the Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

12. General

12.1 General responsibilities of parties

Each party will:

- (1) fully cooperate with each other to ensure timely progress and fulfilment of the Agreement; and
- (2) act reasonably and in good faith with respect to matters that relate to the Agreement.

12.2 Conflict of interest

The Consultant warrants that no conflict of interest exists or is likely to arise in the performance of the Services and its other obligations under this Agreement and must, if a conflict or risk of conflict arises, notify the Territory and comply with any requirement of the Territory to eliminate or deal with that conflict or risk.

12.3 No employment, partnership or agency relationship

Nothing in this Agreement constitutes the Consultant, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Consultant must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

12.4 No assignment or subcontracting

- (1) The Consultant must not subcontract the performance of the Services or assign the whole or part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.
- (2) A change in the control of the Consultant or a company that controls the Consultant (except a company listed on an Australian stock exchange) is taken to be an assignment, the term "control" including the direct or indirect holding of more than 50% of the share capital of a corporation.
- (3) If the Consultant breaches **clause 12.4(1)**, the Territory reserves its rights, including requiring the Consultant to provide information regarding the proposed subcontractor's or assignee's capability to continue performing this Agreement or to provide security to ensure the proper performance of this Agreement.

12.5 Entire agreement

This Agreement comprises the entire agreement between the parties in relation to the Services and supersedes any prior representations, negotiations, writings, memoranda and agreements.

12.6 Severability

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

12.7 Variation

This Agreement may be varied or the Term extended only by the written agreement of the parties prior to the expiration of this Agreement.

12.8 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

12.9 Governing law and compliance with the law

This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. The Consultant must comply with the laws from time to time in force in the Territory in performing the Services.

12.10 Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

12.11 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Agreement then, to the extent of any inconsistency, the Special Condition will prevail.

12.12 Survival of clauses

Clauses 7, 9.2 and 9.3 will survive the expiration or earlier termination of this Agreement.

SCHEDULE 1

CONTRACT DETAILS

Item 1. Contract Officers

See clauses 1.1 and 12.10

For the Territory:

Mr Jock McLean
Principal Project Officer
ACT Procurement Solutions
PO Box 818
DICKSON ACT 2602

Telephone: (02) 6207 6580
Facsimile: (02) 6207 5468
Email: jock.mclean@act.gov.au

For the Consultant:

Mr Andrew Springall
Regional Manager ACT
AECOM Australia Pty Ltd
Level 2, 60 Marcus Clarke Street
CANBERRA ACT 0600

Telephone: (02) 6201 3000
Facsimile: (02) 6201 3099
Email: Andrew.springall@aecom.com

Item 2. Term

See clause 3

From the date of execution of this Agreement by a Territory delegate until 31 December 2013 which includes a 52 week defects liability superintendence period.

Item 3. Contract Price

See clause 4

(1) Contract Price: \$1,498,954.00 (GST is included). A breakdown of the Contract Price is incorporated into this Agreement at **Attachment 1**. Hourly rates for variations are also incorporated into this Agreement at **Attachment 1**.

(2) The Contract Price is payable by monthly instalments. Invoices may only be rendered on a monthly basis.

(3) Except if otherwise stated in this Agreement, the Contract Price is:

(a) payable within 30 days of receipt by the

Territory of an Invoice;

- (b) inclusive of GST and all other taxes, duties and charges; and
- (c) inclusive of all disbursements, including out-of-pocket expenses incurred by the Consultant.

Item 4. Specified Personnel
See clause 6

The list of Specified personnel as well as their roles, key tasks, and skills is incorporated into this Agreement at **Attachment 2**.

Item 5. Other amounts and insurance
See clause 9.1

- (1) Public liability insurance: \$20 million in respect of each claim.
- (2) Professional indemnity insurance: \$10 million in the annual aggregate.

The Consultant must maintain the professional indemnity insurance coverage required under this **Item 5** for an additional period of 6 years from the expiration of the Term. This Item survives the expiration or earlier termination of this Agreement.

Item 6. Territory Information
See clauses 1.1 and 7

Item 6 not used

Item 7. Confidential Text
See clauses 1.1 and 8

This Agreement is a “notifiable contract” under the Procurement Act and the following is Confidential Text:

- Consultant’s Methodology;
- Specified Personnel; and
- Pricing Schedule.

Item 8. Grounds for confidentiality of Confidential Text
See clause 8

The Procurement Act, part 3 (Notifiable Contracts) applies to this Agreement. The Territory is satisfied that the Confidential Text is “confidential information” for the purposes of that Act because disclosure of the text would:

- (1) be an unreasonable disclosure of Personal Information about a person; or
- (2) be an unreasonable disclosure of information about the business affairs of a person.

SCHEDULE 2

THE SERVICES

For the purposes of the Insurance Determination, this **Schedule 2** constitutes the **Activity Schedule** (as defined in the Insurance Determination).

The Consultant must provide the Services in accordance with the terms and conditions of this Agreement as well as those specified in the project brief which is incorporated into this Agreement at **Attachment 3**.

The Territory accepts the Consultant's methodology and it is incorporated into this Agreement at **Attachment 4**.

Item 1. Reviewing Payment Claims

(1) In this Item:

(a) "Business Day" means a day that is not:

(i) a Saturday or Sunday; or

(ii) a public holiday or bank holiday in the Territory under the Holidays Act 1958; or

(iii) 27, 28, 29, 30 or 31 December.

(b) "Claimant" means a person (other than the Consultant) who claims to be entitled to payment for carrying out work or supplying goods and services under an agreement for which the Consultant is engaged as superintendent.

(c) "Payment Claim" means a Claimant's claim for payment for carrying out work or supplying goods and services.

(d) "Payment Schedule Recommendation" means a completed version of the form attached at Schedule 4 (or other form that is acceptable to the Territory) and which:

(i) identifies the Payment Claim to which it relates;

(ii) states the amount of the payment, if any, which is recommended to be made in response to the Payment Claim; and

(iii) if that amount is less than the amount indicated in the Payment Claim, the reasons why that amount is less, and if the Territory is withholding payment for any reason, the reasons for withholding payment.

(2) If the Territory receives a Payment Claim directly from a Claimant, the Territory will:

- (a) provide the Payment Claim to the Consultant; and
 - (b) inform the Consultant of the date on which the Territory received the Payment Claim.
- (3) If the Consultant receives a Payment Claim directly from a Claimant, the Consultant must, within 2 Business Days of receiving the Payment Claim:
 - (a) provide the Payment Claim to the Territory (by email to ACTProcurementPaymentClaims@act.gov.au marked to the attention of the Territory's Contract Officer); and
 - (b) inform the Territory of the date on which the Consultant received the Payment Claim.
- (4) If the Consultant receives a Payment Claim (whether from the Territory or directly from the Claimant), the Consultant must, within 5 Business Days of receipt:
 - (a) review the Payment Claim;
 - (b) prepare a Payment Schedule Recommendation; and
 - (c) provide the Payment Schedule Recommendation to the Territory (by email to ACTProcurementPaymentClaims@act.gov.au marked to the attention of the Territory's Contract Officer).
- (5) After receiving the Payment Schedule Recommendation, the Territory may require the Consultant to immediately review the Payment Schedule Recommendation, and, if necessary, meet with the Territory to discuss further.
- (6) If there is a conflict between this Item and another part of this Agreement, this Item will prevail to the extent of the inconsistency.

SCHEDULE 3

SPECIAL CONDITIONS

See clause 12.11

Not Used

SCHEDULE 4

PAYMENT SCHEDULE RECOMMENDATION

See description of Services – Schedule 2

PAYMENT SCHEDULE

Procurement Solutions Project Officer:

Contract Details

Project Name:

Territory Contract No:

Payment Claim Details

Date Payment Claim received

Total amount of the Payment Claim \$

To (Claimant's Name):

ABN (where applicable)

Address (ordinary place of business)

Phone Number

Fax Number:

Email:

From ACT Procurement Solutions:

ABN: 66 676 633 401

Address: 16 Challis St, Dickson ACT 2602

Phone Number

Fax Number: 02 6207 5468

Email: ACTProcurementPaymentClaims@act.gov.au

Scheduled amount details

Total amount of the Payment Claim \$

Amount that respondent proposes to pay (the "scheduled amount") \$

If the scheduled amount is less than the claimed amount set out below are:

- (1) the reasons why the scheduled amount is less; and
- (2) if the scheduled amount is less because the respondent is withholding payment for any reason – the reasons for withholding payment.

Note: In adjudication, the respondent cannot raise in defence any reason not stated here

Reasons for scheduled amount being less than amount of Payment Claim:

[Insert reasons]

Name on behalf of respondent:

Signed:

Date:

DATE OF THIS AGREEMENT

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY)
in the presence of:) Signature of Territory delegate

.....
Signature of witness Print name

.....
Print name

SIGNED by or for and on behalf of)
Aecom Australia Pty Ltd)
ACN: 093 846 925) Signature of director/ authorised
in the presence of: officer/ individual*
* (see note below)

.....
Signature of director/ secretary/ witness* Print name
* (see note below)

.....
Signature of second authorised officer*
* (see note below)
.....
Print name

.....
Print name



Note:

Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.

Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Consultant's constitution.

Individual: Must be signed by the individual Consultant and witnessed.

Incorporated Association: Must be signed in accordance with the Consultant's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.



CONFIDENTIAL TEXT

SERVICES AGREEMENT

Date

21/03/2011

Parties

AUSTRALIAN CAPITAL TERRITORY

AECOM AUSTRALIA PTY LTD
ACN: 093 846 925

PARKES WAY WIDENING
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