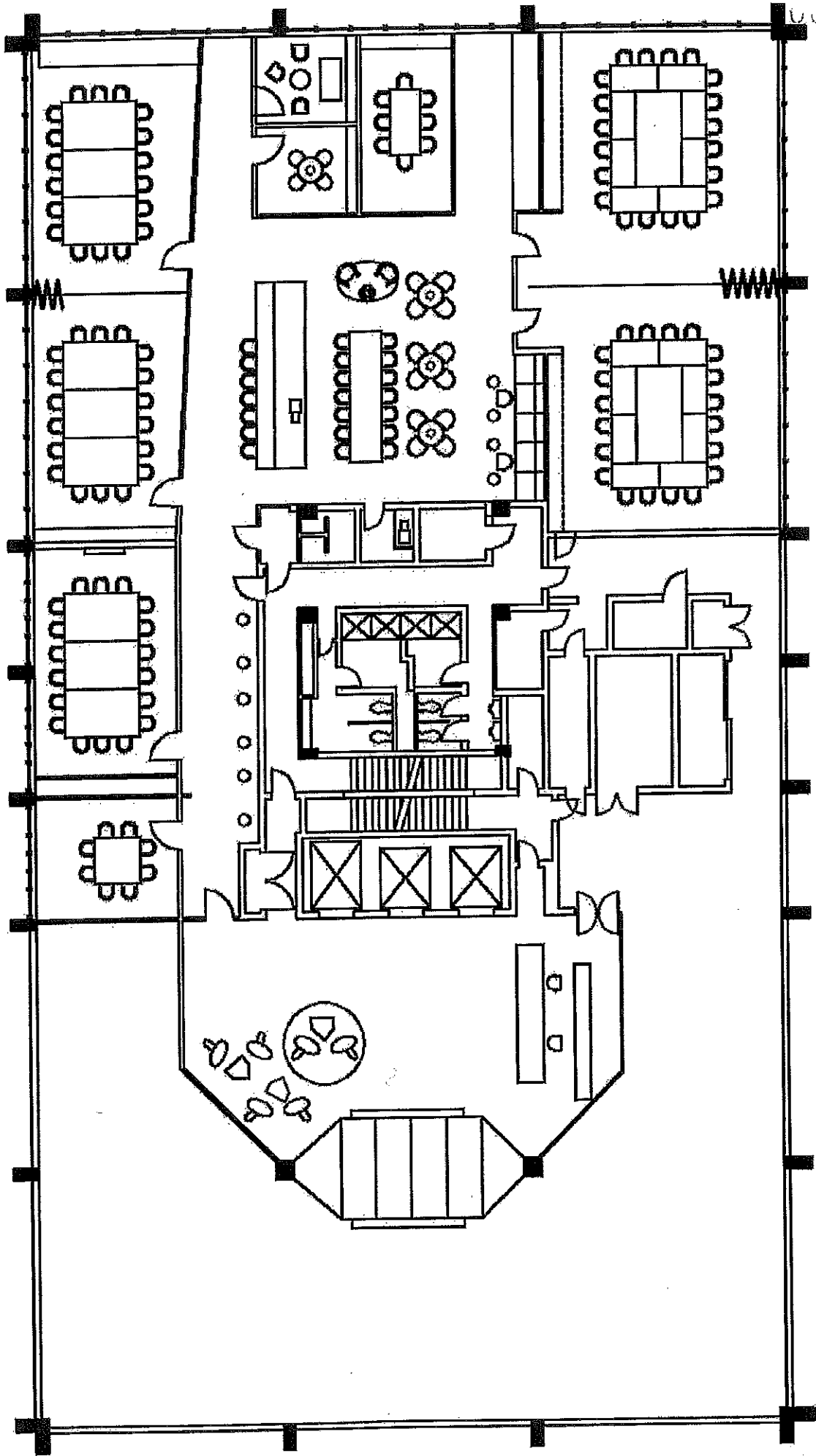


# Freedom of Information – Third Party Document Schedule for CMA-FOI: 14-002

<b>Name: Mr Alistair Coe MLA</b>	<b>Re: All documents and any information held by the Agency in relation to the location of the Capital Metro Office</b>
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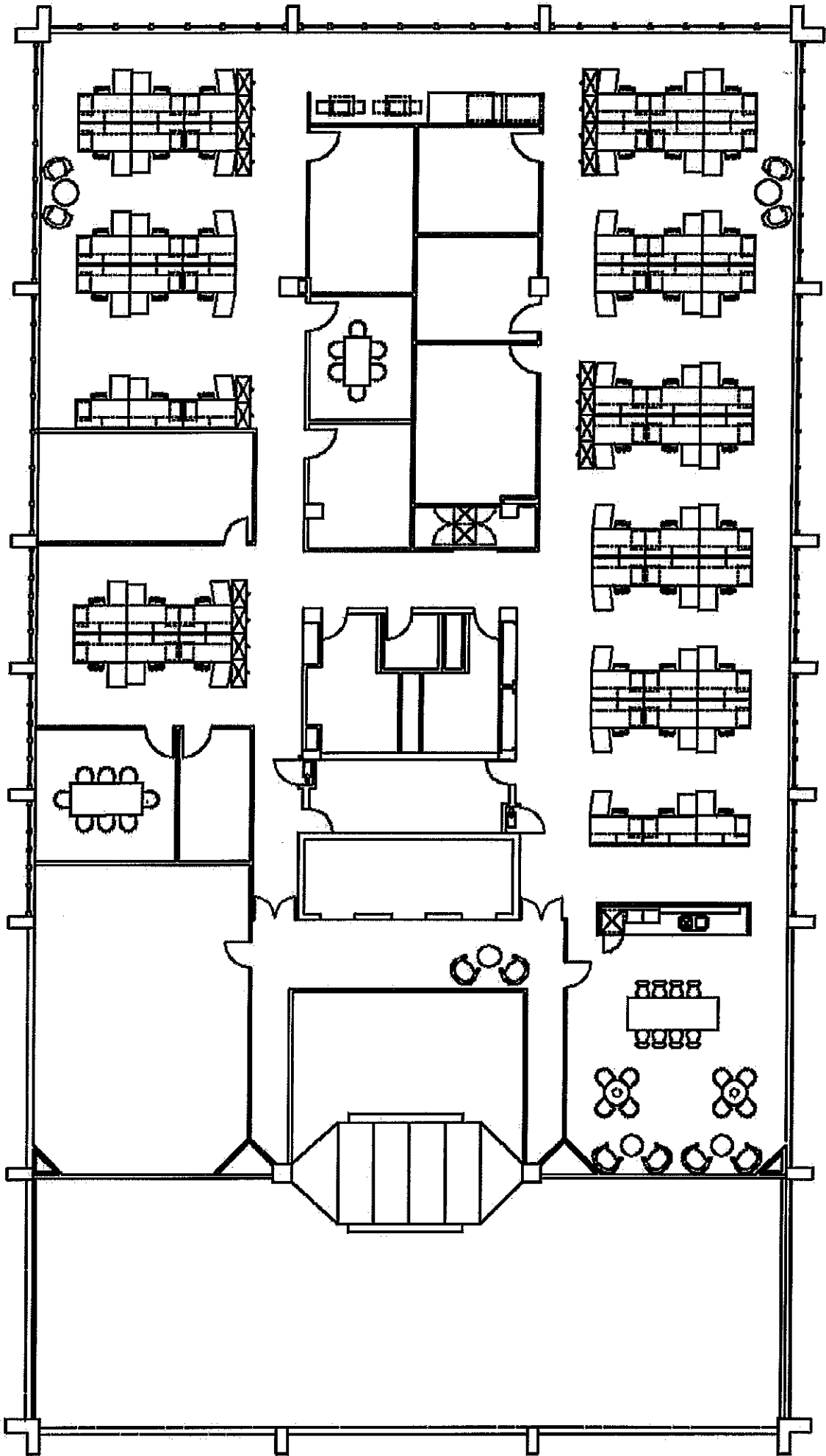
Doc No.	Page No.	Description of Document	Date of Doc.	Status: Full Release, Partial Release or Exempt	Reason for Exemption: Section 41(1) – Personal Information Section 43(1)(c) Information regarding Business Affairs
10	18-25	Attachment to Email (Doc 9): 490 Northbourne Avenue.pdf	21/02/2014	Full release	n/a
46	92-99	Attachment to Email (Doc 45): 4093-004.pdf	07/02/2014	Partial release	Section 41(1) and Section 43(1)(c)





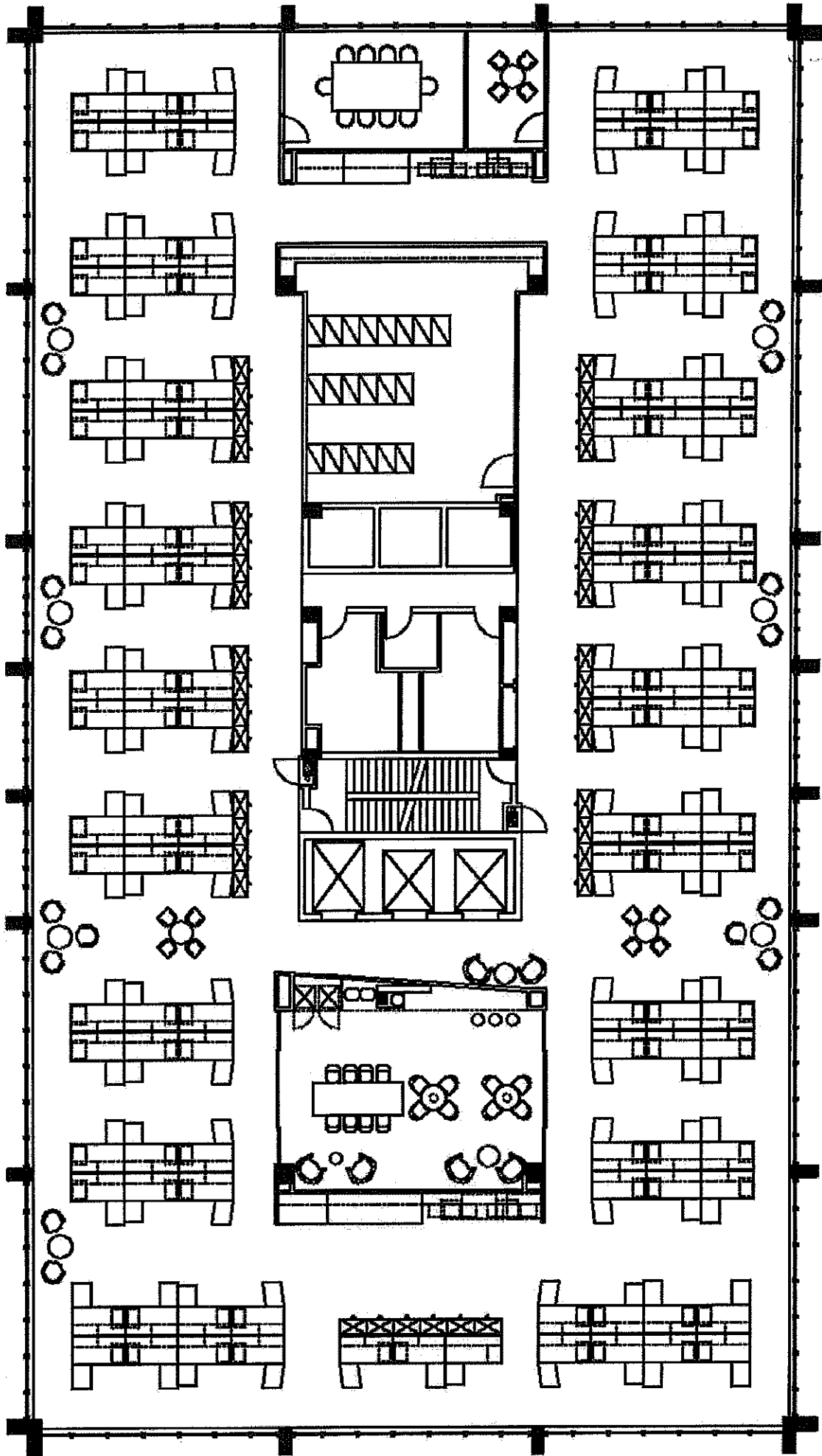


490 Northbourne Ave, Level 1

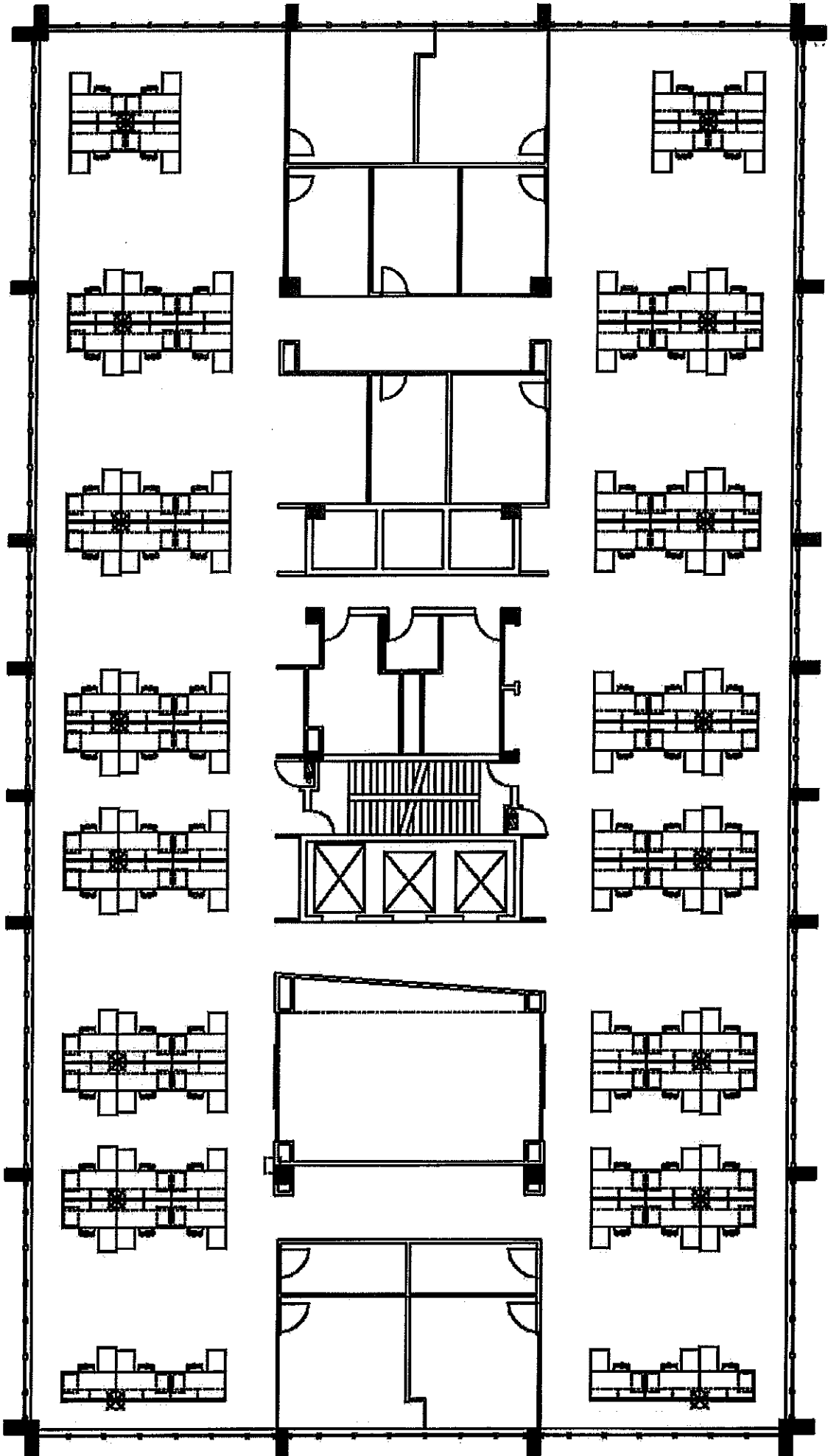


19

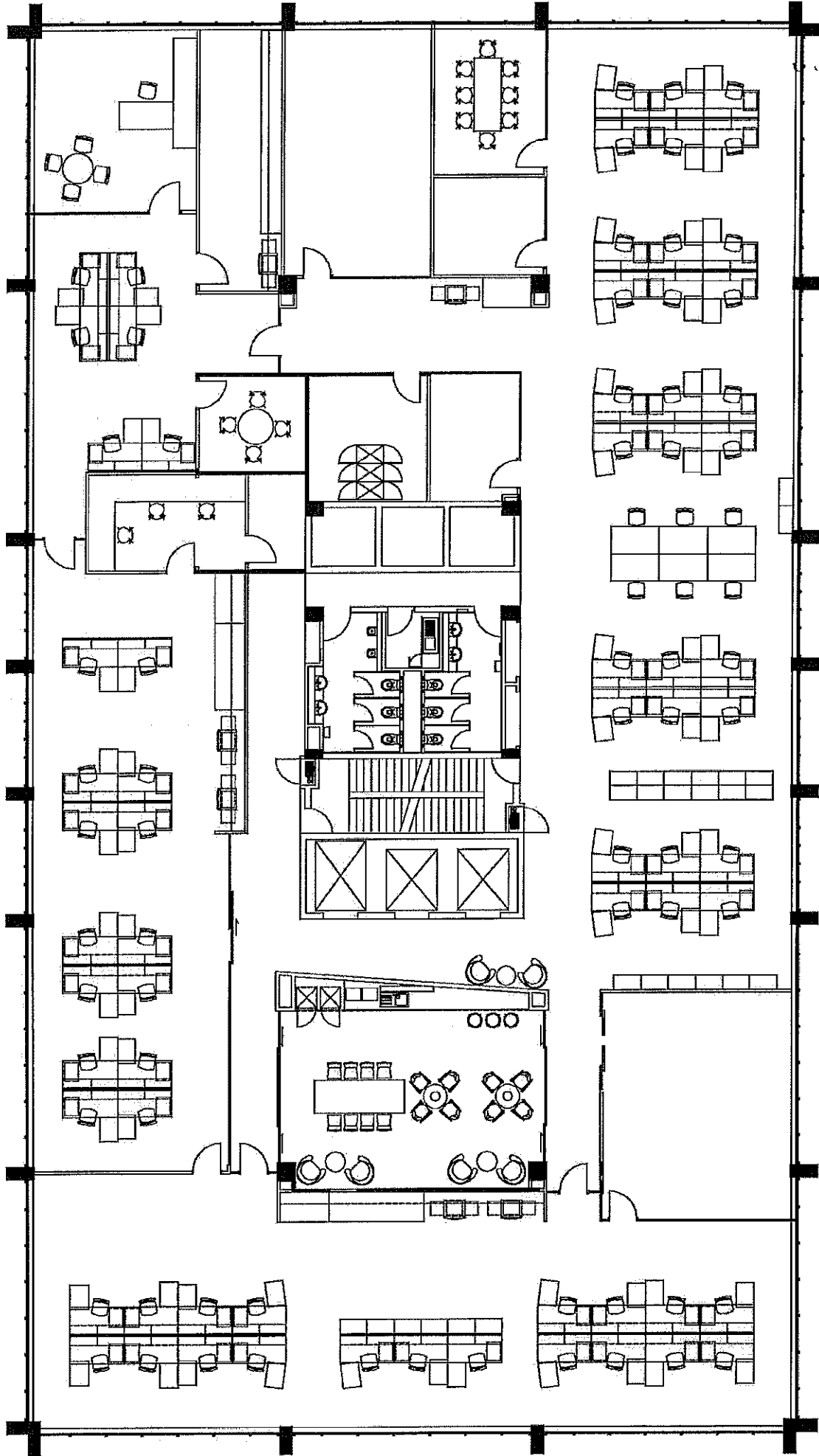
490 Northbourne Ave, Level 2



490 Northbourne Ave, Level 3

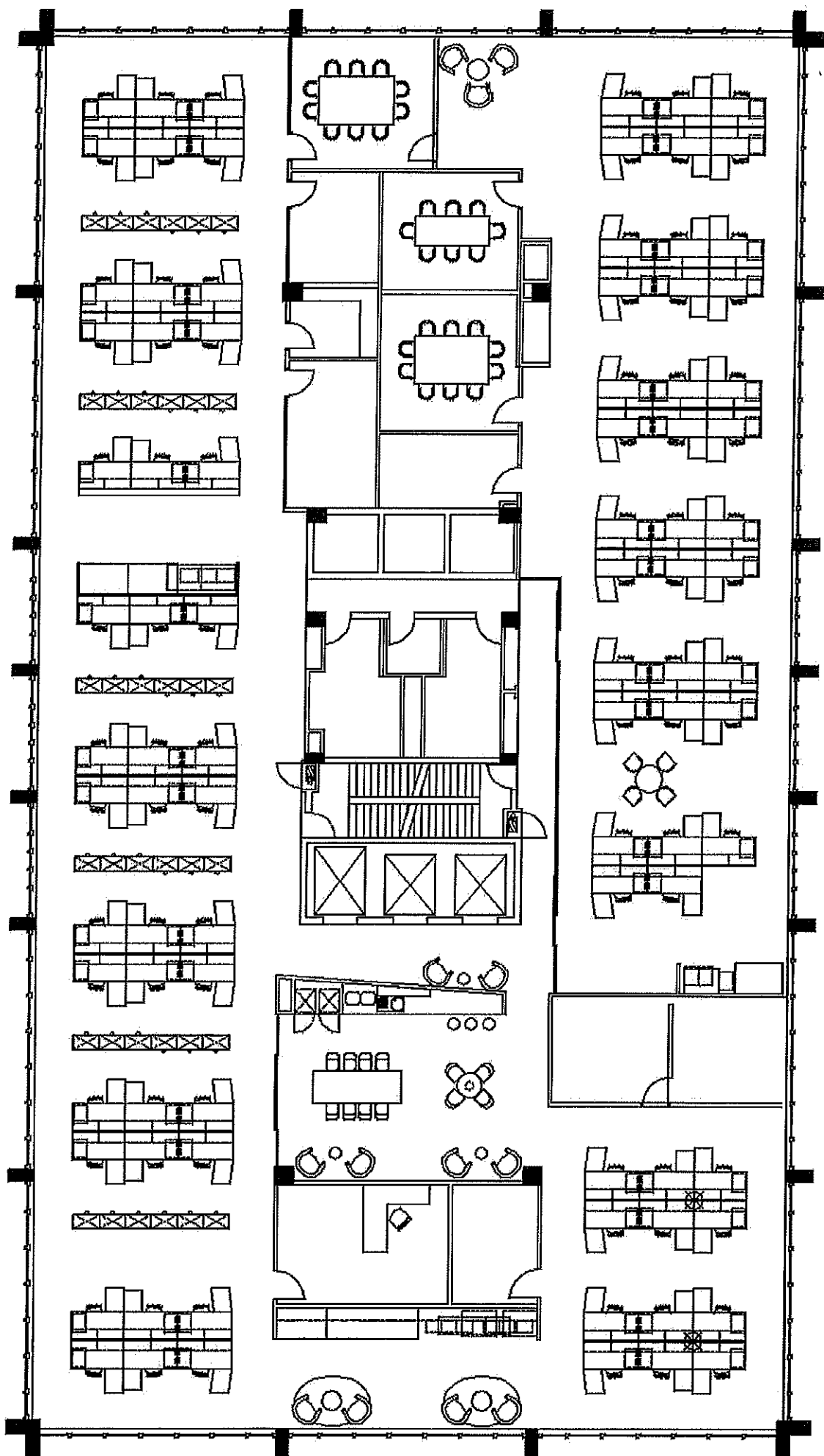


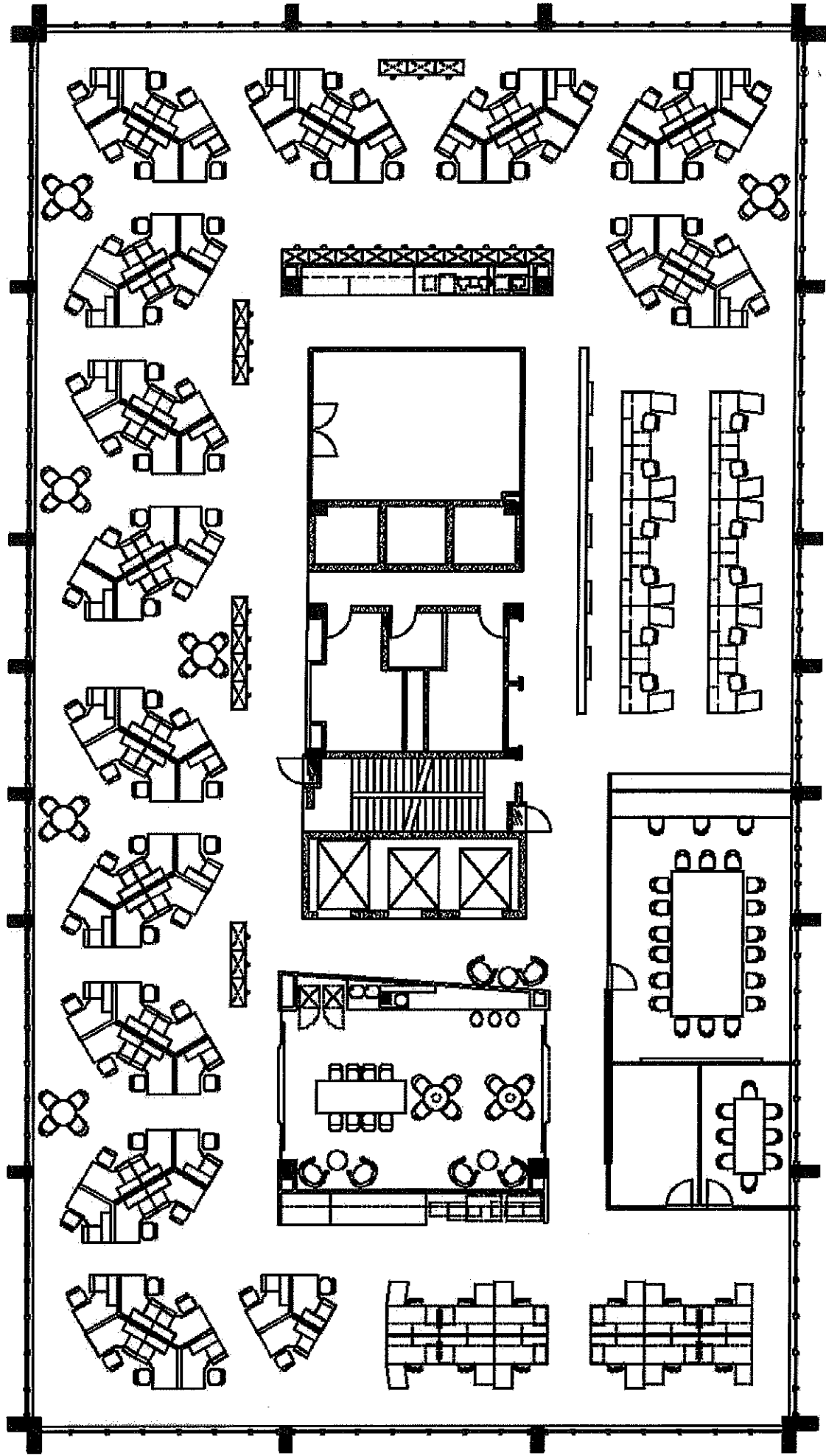
490 Northbourne Ave, Level 4



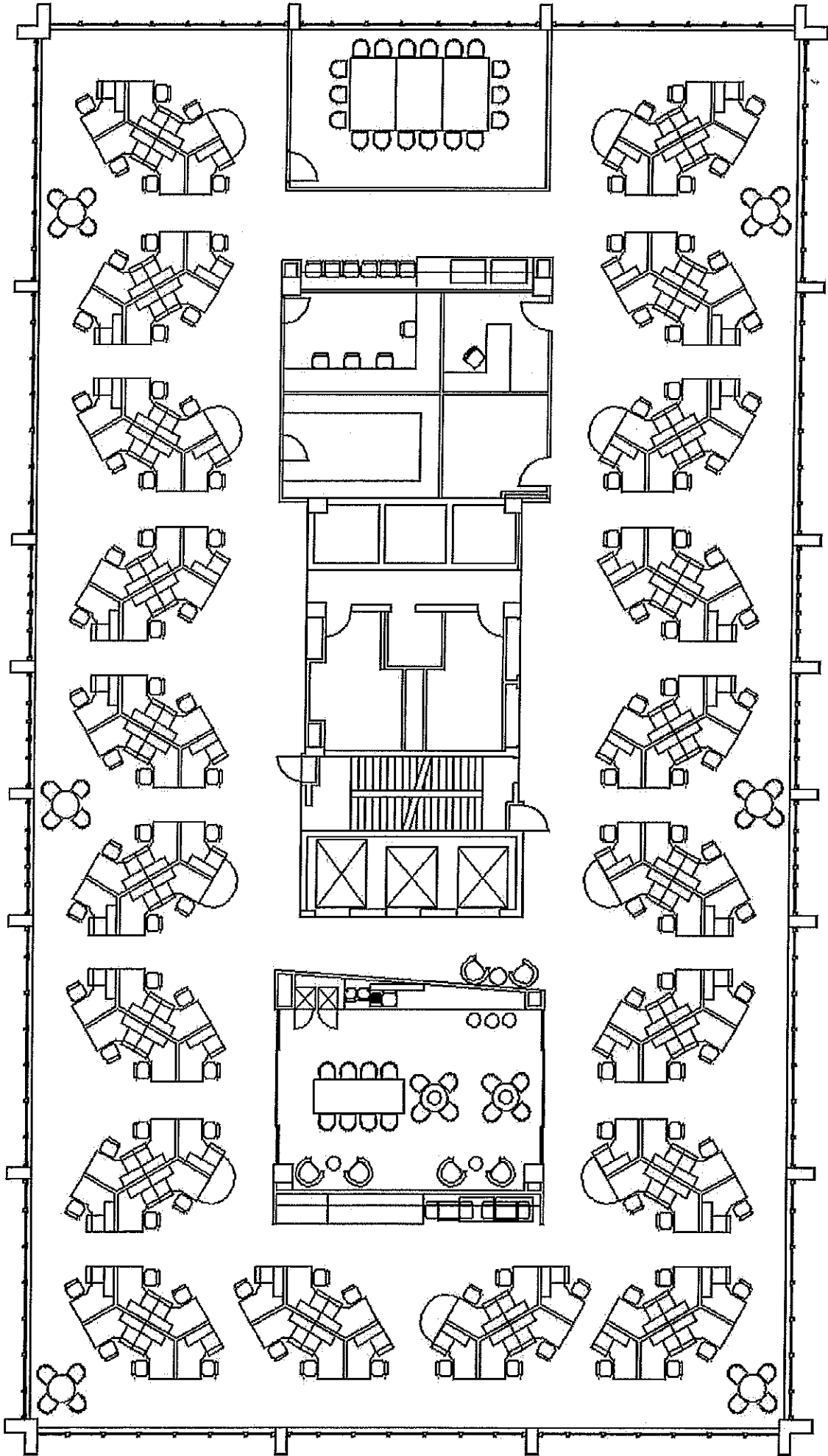


490 Northbourne Ave, Level 5





490 Northbourne Ave, Level 7



[Redacted]

**From:** [Redacted]  
**Sent:** Friday, 21 February 2014 8:50 AM  
**To:** [Redacted]  
**Cc:** [Redacted]  
**Subject:** RE: Telstra House Level 1  
**Attachments:** 490 Northbourne - Sub Lease Terms & Conditions 21 Feb 2014.pdf

[Redacted]

Refer attached.

Hope this meets your expectations.

Cheers

[Redacted]

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**From:** [Redacted]  
**Sent:** Wednesday, 19 February 2014 9:40 AM  
**To:** [Redacted]  
**Cc:** [Redacted]  
**Subject:** Telstra House Level 1

[Redacted]

Can I have a progress report pls, you were expecting to send me the draft HofA by last Monday, as advised the Territory is anxious to finalise the leasing arrangements as a matter of priority.

Regards

[Redacted]

**Phone:** [Redacted]  
**Government Accommodation Strategy | Infrastructure and Capital Works | Economic Development Directorate | ACT Government**  
Level 6 TransACT House 470 Northbourne Avenue Dickson ACT 2602 | GPO Box 158 Canberra ACT 2601

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4093-004  
7<sup>th</sup> February 2013

[REDACTED]  
Governance and Operations  
Capital Metro  
ACT Government  
GPO Box 158, Canberra ACT 2601

Dear [REDACTED]

**RE: Capital Metro Fitout, Level 3, Telstra House**

Further to our meeting and site inspection on Thursday 6<sup>th</sup> February we are pleased to provide this proposal for design, costing and construction management services to modify the existing Level 3 fit-out of the above building to make it suitable for temporary occupation by Capital Metro (CM).

**TASK UNDERSTANDING**

CM are relocating from their current tenancy in Gungahlin to Level 1, Telstra House. As a result of relocation dates not aligning, CM require a temporary space to bridge the 6-week gap between tenancies. Level 3 of the same building has been deemed suitable; however it is partially occupied by Telstra staff. As such it is necessary to provide suitable access control between the two tenants, taking into consideration compliant fire egress and allowing for shared access to utilities where necessary.

Due to the short-term nature of the fitout usage, construction methods are to be minimal, low-cost and easily removable post-occupation, so that any modifications to the fitout are able to be demolished with minimal damage to existing base-building/fitout elements. DDA compliance will be achieved as 'best practice' wherever possible, with any non-compliances dealt with as a managed solution.

**SERVICES**

We confirm the scope of services required to undertake the project is to:

- a) Generate a fitout plan and associated details addressing the needs of the client as described above and discussed on-site
- b) Nominate and appoint a suitable contractor who can carry out the works within the time period required;
- c) Coordinate with the nominated builder to design and construct the proposed fitout solution as approved by the client

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**PROGRAM**

Our fee is based on our understanding that the program to undertake the project will be fast-tracked, with design & construction works to be completed within a two-week period following contractual agreement.

**RESOURCES**

peckvonhartel (pvh) is a national architectural and interior design practice, with offices in Melbourne, Sydney, Canberra and Brisbane. pvh is a leading designer of office fitouts, developing expertise in all facets of office design with the aim of creating an office environment that reflects the corporate image of the client and provides the functionality, efficiency, and budgetary requirements of the client and users.

To deliver the above scope of works our nominated team is:

[Redacted]

[Redacted]

[Redacted] of Kynetic Pty Ltd will be engaged to provide design and construct services.

**PROFESSIONAL FEES**

Our fee for the design services identified in item a) and c) is [Redacted] (inclusive of GST) for all aspects of the scope identified.

For the construction element of the project – item b), we will provide the construction costs as this is soon as this is provided to us from Kynetic Construction, where upon the fee will be totalled as a single cost (for items, a), b) and c).

Given the speed of this process, if written confirmation of the design services can be given we will proceed with the design works and provide a revised fee proposal for processing once holistic costs are available.

**ASSUMPTIONS AND RECOMMENDATIONS**

Our proposal is based on the following assumptions:

- That the fees for the construction works will be added to the proposal when a clear scope is provided;

**ADDITIONAL SERVICES**

To acknowledge your agreement with this proposal please sign a duplicate copy of this letter and return it to our office. In accordance with our Quality Procedures, we require receipt of a signed and accepted fee agreement prior to commencement of work on the project.

This proposal is valid for a period of 30 Days from the date of issue.

We trust we have provided the information you require and would welcome the opportunity to present this proposal in person or to provide further information. We look forward to the commencement of the project upon approval of this proposal.

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Yours sincerely  
**peckvonhartel**

I.P.M.S. Pty Ltd ACN: 005 625 034 as trustee for the IPMS Service Trust trading as peckvonhartel group ABN: 59 453 647 626



Encl.

- Terms of Agreement for Professional Services

The document(s) comprising this proposal remain the property of peckvonhartel. Other than with the written permission of peckvonhartel, this proposal, or any part of it, may not be reproduced, stored in a retrieval system or transmitted in any form by any other method (including electronic), for any purpose (other than for assessing the proposal) except as expressly permitted under relevant legislation. The documents are explicitly not to be used or referenced in any way to obtain proposals from any other entity.

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**Proposal Acceptance:**

*(This section must be completed prior to the commencement of our commission)*

I/we accept the contents of this proposal and its attachments:

NAME

SIGNATURE

DATE

I/we confirm that all invoices should be addressed as follows:

NAME OF COMPANY TO BE BILLED

ACN / ABN

BILLING CONTACT NAME

TELEPHONE

BILLING ADDRESS  
(EXACTLY AS IT IS TO APPEAR ON INVOICES)



**TERMS OF AGREEMENT FOR PROFESSIONAL SERVICES****1. Project Parameters**

Should the programme, project brief, scope of services and/or budget for the works (as outlined in the body of the service proposal letter) vary, we reserve the right to review our fee. Any additional fees are to be agreed in writing prior to extra work being undertaken.

**2. Payment for Professional Services**

Invoices are rendered mid-monthly and payable within 14 days. In the State of NSW prompt receipt of payment is protected by the Security of Payment Act 1999 NSW (as amended 2002), in the State of Victoria prompt receipt of payment is protected by the Building and Construction Industry Security of Payment Act 2002 VIC. Should payment not be received within 14 days of the invoice due and payable date this will be construed, for the purposes of all aspects of the contract, as an instruction from the Client to cease work. Any costs associated with a subsequent instruction to recommence will be invoiced on a time and cost basis and added to the next scheduled invoice for payment by the Client. Lodgement of documentation with any statutory authority (including Development Applications, documentation for Certification and Occupancy Certificates and the like) will take place only once any monies due to peckvonhartel have been remitted. Monies not paid within 14 days shall attract interest from the date of invoice until payment at a rate of the current NAB Base Rate plus 3%, calculated on daily overdue balances plus a \$500 administration fee per month.

**3. Reimbursable Expenses**

- Telephone calls outside the metropolitan area
- Postage outside the metropolitan area and all Air Freight and Courier services
- Travel; taxis, tram, cars, rental cars, flights; parking and all accommodation
- Export, import or conversion of electronic data including CAD drawings
- Authority fees and charges
- All printing (drawings, reports etc) other than the original copy, all printing larger than A3 in size and all colour printing
- The provision of contracts including the RAIA Client / Architect Agreement
- Direct costs (such as the purchase of a specific licences, rental of special equipment, or special training, etc) that are needed for the satisfactory completion of the project, will be charged at cost. Any indirect staff cost, such as hours spent undertaking specific training (essential to complete the works) will be charged at our standard hourly rate

**4. Additional Work**

Should additional work be required, this work will be billed at the following hourly rates. These fees are exclusive of GST.

Architectural Assistant / Interior Design Assistant

Administrative Assistant

Project Coordinator / Graduate of Architecture / Master of Architecture /  
Administration Manager

Architect / Interior Designer / Documentor / Accountant

Senior Architect / Senior Interior Designer / Senior Designer / Senior  
Documentor / Senior Project Coordinator / Senior Accountant

Design Architect / Design Principal / Project Leader / Regional Leader

Principal / National Leader

Senior Principal

These rates are reviewed and adjusted annually on the 1<sup>st</sup> of January each year to accord with CPI. Any adjustment will be effective from 1<sup>st</sup> January.

#### 5. Specialist Consultant Services

Specialist consultant services are not included in our proposal. These may be required for the satisfactory completion of the project. This includes such services as:

- Engineering services including: Structural, Civil, Mechanical, Electrical, Communication, Fire, Hydraulic, Vertical Transport, Acoustic, Traffic, etc
- Specialist consultancy services including: Specialist Lighting, Commercial Kitchen, Occupational Health and Safety, ESD Specialist Consultancy, Access Consultancy, Graphic Design Services, etc
- Quantity Surveying or Cost Consultancy etc.
- Certifier
- Statutory Town Planner

We have assumed for this proposal that our services excludes the coordination of the work of all nominated sub consultants. At the Client's request we will obtain quotes for relevant sub-consultant services.

Where peckvonhartel are commissioned to co-ordinate the work of specialist sub consultants on behalf of the Client; an administration fee equal to 7.5% of the specialist sub consultant's fee will be charged. Where peckvonhartel are commissioned to engage and co-ordinate the work of specialist sub consultants on behalf of the Client; an administration fee equal to 10% of the specialist sub consultant's fee will be charged.

#### 6. Liability

Notwithstanding any other provisions of this Agreement, the Consultant's liability to the Client:

- a) under or arising from the Agreement;
- b) in tort (including negligence) or any statute arising from the Consultant's acts or omissions, shall not exceed the sum of
- c) \$300,000; or
- d) the cost of re-performing the Services the subject of this Agreement, whichever is lesser.

The Consultant's liability to the Client for any loss or damage, including a claim for damages for a breach of the Agreement by the Consultant shall be reduced to the extent that an act or omission of the Client or its employees, agents or consultants contributed to the loss or damage.

After the expiration of one (1) year from the date of invoice in respect of the final amount claimed by the Consultant pursuant to clause 2, the Consultant shall be discharged from all liability in respect of the Services whether under the law of contact, tort or otherwise.

#### 7. Planning Appeal

Should a project require a Planning Appeal we are able to provide a service proposal to cover any work associated with the Appeal such as the preparation of any additional material, attendance at the hearing, briefing, the preparation of any report or drawings or the provision of expert advice or court appearances. These Planning Appeal-related services are not included in this proposal.

#### 8. Goods and Services Tax

The fees, time charges and other costs associated with the provision of our services do not include the Goods and Services Tax. This Tax will be shown separately on

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our Tax Invoice to you and will be charged at the current rate. The GST component will be payable to us at the same time as our fees are due.

**9. Transfer of Electronic Files**

All electronic drawings are transmitted in Adobe Portable Document Format (PDF). This format allows for the recipient to view and print the drawings to scale.

The Client acknowledges that data transferred by electronic means by the Architect is more useable than data transferred by other methods but that it does involve some risk. The Client agrees that the Architect has no greater liability for documents and information transferred electronically than the Architect has for documents and information transferred on paper or other physical media. The Client agrees that no representation or warranty that the electronic information is free from defects, computer viruses or related contamination has been made by the Architect, its agents or employees. The Client consents to the Architect issuing data in electronic form to others involved in the project, not limited to specialist secondary and sub consultants and the project Contractor.

Should the Client wish us to participate in any online centralised data management system (such as ProjectWeb, Aconex, Project Centre and Incite), we will allow for the additional hours required to manage our input into this system however the Client shall pay all associated participation fees required by the service operator. Within 3 months of Practical Completion (or similar contractual milestone) of the project the Client shall furnish free of charge to ourselves a complete record of all data we were able to access on the system during the project. Such data shall be furnished in a common readable and searchable format and be recorded on CD, DVD or similar media.

**10. Copyright**

10.1 Copyright of design and documentation belongs and shall remain the property of peckvonhartel. Payment of fees by the client for services rendered by peckvonhartel shall give the client license to use the documents prepared by peckvonhartel only for the purposes for which the documents were intended. The information contained therein is proprietary to peckvonhartel and may not be disclosed to third parties (including engaged specialist consulting services) without specific written permission.

10.2 Moral Rights

**Attribution**

This agreement acknowledges that in any attribution or credit of the project, the client, at its cost, will include a correct, clear and reasonably prominent identification of the creator either by full name or by logo.

**Treatment**

This agreement acknowledges that the material modification or distortion of the project is prohibited.

10.3 Please note that if you are seeking to alter or demolish an existing building, you should be aware of the obligations of the Copyright Amendment (Moral Rights) Act 2000 (the Act). peckvonhartel assumes you have complied with the necessary requirements of this Act.

**11. Dispute**

If there is a dispute between the parties, either party may serve a notice on the other detailing the matters in the dispute and requiring that senior representatives of each party meet and attempt to settle the dispute within 5 working days.

If the senior representatives do not settle the dispute within 10 working days of the date of the service of the notice, the parties hereby agree to take the dispute to mediation by a single mediator. Either party may initiate mediation, the costs of which must be shared equally by the parties.

If the parties cannot agree upon the identity of the mediator the dispute must be referred for mediation to a mediator nominated by the President of The Royal Australian Institute of Architects.

## 12. Insurances

Current insurances held by this company are detailed below. These insurances, or equivalent, will be maintained for the duration of any agreements the company enters into.

Professional Indemnity  
Sum Insured \$10,000,000  
Insurer – ACE Insurance Limited, Policy No. 02PI536413

Public Liability  
Sum Insured \$20,000,000  
Insurer – QBE Insurance (Australia) Limited, Policy No. 41A681994BPK

Workers Compensation - VIC  
Insurer - Cambridge Integrated Services, Policy No. 1322457

Workers Compensation - ACT  
Insurer - GIO, Policy No. WC246497

Workers Compensation - NSW  
Insurer - GIO, Policy No. WC420972157

## 13. Restraint

- 13.1 The Client agrees that for a period of nine (9) months after the commencement of this agreement, the Client must not canvass, solicit, entice, induce or aid another to canvass, solicit, entice or induce any employee of peckvonhartel to terminate their employment.
- 13.2 The Client agrees that if, within nine (9) months after the commencement of this agreement, the Client (or any of its related entities) employs (including, but not limited to, employment in a full time, part time or consultancy capacity) a person employed by peckvonhartel, the Client will pay peckvonhartel a fee equivalent to 25% of the total annual salary package of that employee with the Client, such payment being due by the Client to peckvonhartel on the first day of that person's employment by the Client.
- 13.3 The Client agrees that the restraints imposed by this clause are reasonable and necessary to protect the interests of peckvonhartel.