

2 March 2023

Leigh Elliott  
Quarry Manager  
Holcim (Australia) Pty Ltd  
Mt Shamrock Rd  
Pakenham VIC

Dear Leigh

## **Environmental Works and Landslip Survey at Pakenham Quarry, 2023**

### **1.0 Introduction**

Holcim (Australia) Pty Ltd has requested AECOM Australia (AECOM) Pty Ltd provide a proposal to:

**Task 1** - Complete the groundwater gauging and spring survey at the Mt Shamrock Quarry in Pakenham; and

**Task 2** - Complete the annual Toomuc Valley Landslip survey at the Mt Shamrock Quarry in Pakenham

The Environmental Management Plan (EMP) was originally prepared in 2008 and was updated by Holcim in 2015. The monitoring scope in this proposal for both events is based on the 2015 EMP requirements. It incorporates suggested changes to the spring review frequency in consultation with Holcim in January 2023.

### **2.0 Task 1 - Groundwater gauging and spring survey**

The following is included in this proposal:

- Groundwater gauging;
- Survey of groundwater springs; and

#### **2.1.1 Groundwater gauging**

The groundwater requirements of the 2015 Site EMP state that groundwater levels must be recorded quarterly (March, June, September and December) with an assessment of how groundwater levels respond in relation to:

- Seasonal rainfall changes
- Extension of the quarry
- Revegetation to parts of the plateau surface
- Progressive rehabilitation of quarry
- Properties surrounding the quarry will be regularly assessed to confirm that the assessed beneficial uses of groundwater (in accordance with SEPP Groundwaters of Victoria) on the properties is supported by actual practices;

The objective of the monitoring and assessment is to observe any long-term trends in groundwater levels and assess potential impacts of quarrying on the surrounding mapped springs.

Quarterly groundwater gauging is proposed for the existing bores on site (March, June, September, December 2023) by qualified AECOM personnel. Field staff will complete the online Holcim health and safety induction prior to completing the works. An AECOM health, safety and environment plan will also be implemented for the works. We assume that Holcim will provide safe and clear access to every bore location.

We note that should future risers be added, they top of casing should be resurveyed prior to the next gauging event.

### **2.1.2 Spring survey**

The EMP states that a spring survey should be completed on a six-monthly basis. However, with the completion and review of spring monitoring in 2022 it was recommended that spring monitoring be reduced to one annual event undertaken in the late spring and early summer, at a time when spring flow is unlikely to be impacted by recent rainfall and hence the most representative of background conditions.

In addition to this change it was also recommended that spring SP10 be removed from regular monitoring due the extensive earthworks that occurred at the location in 2014 and since which time the seep has no longer been a discrete discharge point separate from SP09. We therefore propose the following:

- Site visit to each of the 9 springs SP01 – SP09 identified on the site and in neighbouring properties.
- Collection of data including photographs of the springs and water quality parameters in the field (pH, EC and temperature).
- Visual assessment of the condition of the spring site.
- Comparison of data against historical data.
- Spring survey to be conducted in December 2023.

### **2.1.3 Reporting**

Follow the collection of annual data, AECOM will produce a report to address the requirements of the EMP. AECOM will require the following information be provided in order to conduct the assessment:

- Plans indicating quarterly changes in the extent of the quarry, revegetation and rehabilitation of the quarry completed at the time of groundwater level monitoring.

The report will comprise:

- An assessment to determine whether the quarterly groundwater level monitoring regime laid out in the EMP has been achieved during the annual period.
- An assessment of groundwater level data and spring data collected against historical data to establish whether there are any trends.
- A chart of rainfall against groundwater level at each of the site bores to determine whether groundwater level is impacted by rainfall.
- A discussion of whether any quarry extension or revegetation of the plateau surface and rehabilitation of the quarry have impacted groundwater levels.
- An assessment of whether activities at the site are impacting on the beneficial uses of adjacent property owners.
- Recommendations on the monitoring plan and whether there is a need to modify/reduce the scope and if any future additional work would aid in the understanding of the groundwater regime at the Site.

### **2.1.4 Deliverables**

AECOM will prepare a letter report deliverable:

- Groundwater and spring survey.
- Gauging data following each event will also be provided in spreadsheet format.
- All reports and tables will be provided in electronic format.
- The final reports will be provided to Holcim by email as a PDF file.

### **2.1.5 Costs**

The cost (ex GST) for Task 1 outlined is as follows:

Sub Task	Task 1	COST (\$) ex GST
1	Site survey- Springs- 1 event (December 2023)	\$2,142
2	Quarterly gauging of bores – 4 events (March, June, September, and December)	\$3,814
3	Groundwater and Spring Report 2023	\$7,440
4	Project Management	\$1,130
<b>Total \$ Excluding GST</b>		<b>\$14,526.00</b>

### 3.0 Task 2 - Landslip survey

The aim of the landslip inspection is to determine whether there has been any significant change in the stability of the Toomuc Valley slopes that surround the quarry over the last 12 months. The review will also assess whether there has been any impact from the quarry expansion and/or rehabilitation activities.

#### 3.1.1 Inspection

For the survey, AECOM will compare current conditions to those observed in 2022 report and previous inspections, with any significant differences noted and assessed to determine their significance. The scope of work is proposed to comprise a single day inspection/ walkover of masses identified in the EMP (Mass 1 through to Mass 13), as well as observation of any areas of interest as identified by Holcim. This inspection is anticipated to comprise visual inspection of vegetation planting in previously identified landslip areas, inspection of spring and drainage conditions, and any monitoring/ instrumentation data. The inspection will be undertaken by one of our Geotechnical Engineers.

AECOM requests the following information be provided in order to conduct the assessment:

- Confirmation that the landowners at Mass 16 and Mass 8 have been engaged to confirm that access on their property is appropriate and allowed;
- Confirmation that a site escort will be available to navigate to and from the masses with our Geotechnical Engineer, with date of inspection to be confirmed;
- Holcim's input and notification of any soil or landform displacement (to existing masses or new failures) that has occurred over the past year;
- Holcim's input and notification of any revegetation or remediation works that have been undertaken over the past year;
- Information on water levels and water storage volumes, and any significant changes (outside of operational expectation) that have occurred over the past year; and
- Any other information deemed to be noteworthy in understanding geotechnical behaviour of slopes surrounding the quarry area.

#### 3.1.2 Landslip report

On completion of the site inspection, AECOM will produce a report to address the requirements of the EMP. The report will comprise:

- An assessment of the slope conditions relative to historical observations to establish whether there are any significant trends and/or areas of concern; and
- A discussion of whether any quarry activities, revegetation of the plateau surface and rehabilitation of the quarry has been observed to have impacted on the stability of the slopes in the Toomuc Valley.

### 3.1.3 Deliverable

AECOM will prepare one letter report: Mt. Shamrock Quarry – Toomuc Valley Slope Inspection

Report and tables will be provided in electronic format. The final reports will be provided to Holcim by email as a PDF file.

### 4.0 Cost

The cost (ex GST) for the scope of work outlined is as follows:

Sub Task	Task 2 Landslip	COST (\$) ex GST
1	Site survey and reporting	\$9,843
<b>Total \$ Excluding GST</b>		<b>\$9,843.00</b>

### 5.0 Assumptions

- All rates are based on the Holcim AECOM contract rates (taking into consideration the update in rates agreed between Holcim and AECOM (email from Holcim procurement dated 2 February 2023).
- Additional induction of staff into Damstra is not included
- Should there be delays on site out of our control - weather, stop works etc, the additional time will be charged on a time and expenses basis.
- Additional works will be charged on a time and expenses basis in accordance with the rates in the current Agreement.
- Non labour and disbursements costs will apply at cost plus 10%.

### 6.0 Terms and Conditions

This project would be conducted on a time and expense basis in accordance with the Holcim Framework Agreement (for the supply of services) dated 22 February 2021 (as extended in agreement with Holcim on 15 December 2022). Your acceptance of our proposal will constitute acceptance of the terms and conditions of this proposal and contract.

If you have any questions relating to this proposal then please do not hesitate to contact the undersigned.

Yours faithfully



Victoria Conlon  
Associate Director  
victoria.conlon@aecom.com

Mobile: +61 415 381 814

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Cullum, Amie

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From: Chris Marathakis <chris.marathakis@holcim.com>  
Sent: Thursday, 15 December 2022 2:52 PM  
To: Cullum, Amie; Cyril Giraud  
Subject: Re: AECOM Australia Consultancy Agreement

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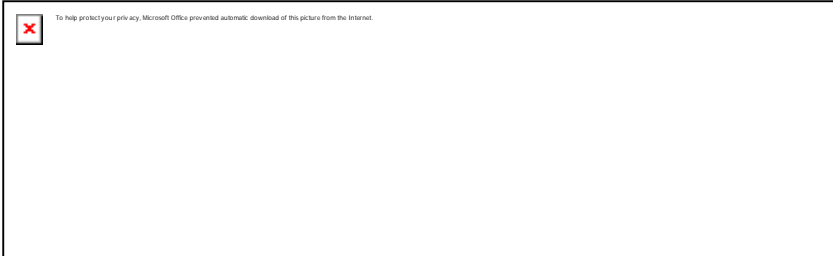
Report Suspicious

Hi Aime.

Agreed. Have a great xmas break.

Thanks

**Chris Marathakis**  
Holcim (Australia) Pty Ltd  
Procurement Business Partner - Concrete  
Tower B, Level 8 799 Pacific Highway, Chatswood NSW 2067  
Office +61 2 9412 6573, Mobile +61 429 791 221  
[chris.marathakis@holcim.com](mailto:chris.marathakis@holcim.com), [www.holcim.com](http://www.holcim.com)



On Thu, 15 Dec 2022 at 14:40, Cullum, Amie <[amie.cullum@aecom.com](mailto:amie.cullum@aecom.com)> wrote:

Hi Chris,

As discussed, the Framework Consultancy Agreement between AECOM Australia Pty Ltd and Holcim (Australia) Pty Ltd, dated 23 Feb 2021, included an option to extend the contract for an additional 12 months.

As indicated on the phone we understand that Holcim are amenable to a 12 month extension under Clause 2.2 of the agreement. Can you please confirm this understanding in writing?

As per Schedule 3, there is an annual rate review included to account for CPI and salary increases. We would like to put forward new rates for use in 2023. Given the proximity to Christmas, I suggest that we put something forward to you for consideration early in the new year.

Have a safe and happy break and look forward to speaking in the new year.

Kind Regards,

**Amie Cullum**

Associate Director - Environment, ANZ VSA  
M +61439032421  
[amie.cullum@aecom.com](mailto:amie.cullum@aecom.com)

***My work days are Tuesday, Wednesday and Thursday.***

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From: Chris Marathakis <[chris.marathakis@holcim.com](mailto:chris.marathakis@holcim.com)>

Sent: Monday, 5 December 2022 9:24 AM

To: Cullum, Amie <[amie.cullum@aecom.com](mailto:amie.cullum@aecom.com)>

Subject: Re: AECOM Australia Consultancy Agreement

Hi Aime.

Apologies - been off sick last week.

Yes, please come through me. As far as I'm aware there will be no resistance to the extension if there is no change in cost.

Thanks

**Chris Marathakis**

Holcim (Australia) Pty Ltd  
Procurement Business Partner - Concrete  
Tower B, Level 8 799 Pacific Highway, Chatswood NSW 2067  
Office +61 2 9412 6573, Mobile +61 429 791 221  
[chris.marathakis@holcim.com](mailto:chris.marathakis@holcim.com), [www.holcim.com](http://www.holcim.com)



To help protect your privacy, Microsoft Office prevented automatic download of this picture from the Internet.

On Wed, 30 Nov 2022 at 09:26, Cullum, Amie <[amie.cullum@aecom.com](mailto:amie.cullum@aecom.com)> wrote:

Hi Chris,

I hope you are keeping well.

The current consultancy agreement between AECOM Australia and Holcim had an initial term from 01 January to 31 December 2022. The end of the term is now fast approaching, however the contract allowed for two x1 year contract extension.

We would like the opportunity to discuss a contract extension with Holcim. Are you still the best point of contact or is there now another in your team who is our point of contact (I recall last time we spoke that you were about to expand your team).

Look forward to hearing from you,

Kind Regards,

**Amie Cullum**

Associate Director - Environment, ANZ VSA  
M +61439032421  
[amie.cullum@aecom.com](mailto:amie.cullum@aecom.com)

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Cullum, Amie

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From: Chris Marathakis <chris.marathakis@holcim.com>  
Sent: Thursday, 23 June 2022 1:11 PM  
To: Cullum, Amie  
Cc: chris.marathakis@lafargeholcim.com; Cyril Giraud  
Subject: [EXTERNAL] Re: AECOM Rate Review 2022

Hi Aimee.

I've spoken with Cyril and we will accept the increase. Do we need a variation to be drawn up?

Thanks

**Chris Marathakis**  
Holcim (Australia) Pty Ltd  
Procurement Business Partner - Concrete  
Tower B, Level 8 799 Pacific Highway, Chatswood NSW 2067  
Office +61 2 9412 6573, Mobile +61 429 791 221  
[chris.marathakis@holcim.com](mailto:chris.marathakis@holcim.com), [www.holcim.com](http://www.holcim.com)



On Thu, 23 Jun 2022 at 12:16, Cullum, Amie <[amie.cullum@aecom.com](mailto:amie.cullum@aecom.com)> wrote:

Hi Chris,

Following up on the further information provided to support the AECOM rate review request. Have been able to review and discuss our request?

I'll give you a call to discuss.

Kind Regards,

**Amie Cullum**

Associate Director - Environment, ANZ VSA  
M +61439032421  
[amie.cullum@aecom.com](mailto:amie.cullum@aecom.com)

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From: Cullum, Amie  
Sent: Tuesday, 31 May 2022 2:21 PM  
To: '[chris.marathakis@lafargeholcim.com](mailto:chris.marathakis@lafargeholcim.com)' <[chris.marathakis@lafargeholcim.com](mailto:chris.marathakis@lafargeholcim.com)>  
Cc: Chadwick, Bryan <[bryan.chadwick@aecom.com](mailto:bryan.chadwick@aecom.com)>; Cyril Giraud ([cyril.giraud@holcim.com](mailto:cyril.giraud@holcim.com))  
<[cyril.giraud@holcim.com](mailto:cyril.giraud@holcim.com)>  
Subject: FW: AECOM Rate Review 2022

Hi Chris,

Thanks for taking the time to discuss AECOM's request for annual rate review under the Agreement with Holcim on 10 May 2022.

Following on from our conversation, we've reviewed the two specific rate bands as requested by Holcim (Manager and Senior Manager).

The comparatively higher percentage rate increase request for these two bands is a result of maintaining low rates to Holcim through our previous agreement and then offering a highly discounted rate to Holcim on these levels as we entered into the current agreement.

However, the highly discounted rates are no longer sustainable under the current market conditions. The market has significantly changed over the last 12-24 months which has driven up the cost of doing business including salaries which is reflected in general rate increases across the business.

The rates provided for Holcim are still at a discounted rate as a valued client, however our request for increase aligns us more to current market conditions and the volume of work received from Holcim. Therefore in order to be sustainable for our business, we do request an increase to our rates as per that documented in our letter of 1 December 2022.

We trust that this provides further information for you to support our request.

Kind Regards,

**Amie Cullum**

Associate Director - Environment, ANZ VSA  
M +61439032421  
[amie.cullum@aecom.com](mailto:amie.cullum@aecom.com)

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From: Cullum, Amie  
Sent: Tuesday, 12 April 2022 10:14 AM  
To: [chris.marathakis@lafargeholcim.com](mailto:chris.marathakis@lafargeholcim.com)  
Cc: Conlon, Victoria <[Victoria.Conlon@aecom.com](mailto:Victoria.Conlon@aecom.com)>  
Subject: FW: AECOM Rate Review 2022

Hi Chris,

I have previously been the point of contact for the Holcim panel for AECOM for the environmental works and am stepping back into this role having recently returned from parental leave.

As part of our contract with Holcim, there was an opportunity to undertake an annual rate review. A request was submitted in December 2021, however I don't believe that we've heard back from Holcim on our proposed request.

I will give you a call this week to introduce myself and to discuss.

Kind Regards,

**Amie Cullum**

Associate Director - Environment, ANZ VSA  
M +61439032421  
[amie.cullum@aecom.com](mailto:amie.cullum@aecom.com)

*My work days are Tuesday, Wednesday and Thursday.*

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From: Conlon, Vicky <[Victoria.Conlon@aecom.com](mailto:Victoria.Conlon@aecom.com)>  
Sent: Monday, 13 December 2021 8:47 AM  
To: [chris.marathakis@lafargeholcim.com](mailto:chris.marathakis@lafargeholcim.com)  
Cc: Cyril Giraud <[cyril.giraud@lafargeholcim.com](mailto:cyril.giraud@lafargeholcim.com)>  
Subject: RE: AECOM Rate Review 2022

Hi Chris

I was wondering if you'd have a chance to review this requested rates review?

Regards

**Victoria Conlon**

Principal Environmental Scientist, ANZ VSA  
M +61415381814  
[victoria.conlon@aecom.com](mailto:victoria.conlon@aecom.com)

**My workdays are Monday to Thursday**

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From: Conlon, Vicky  
Sent: Wednesday, 1 December 2021 5:16 PM  
To: [chris.marathakis@lafargeholcim.com](mailto:chris.marathakis@lafargeholcim.com)  
Subject: AECOM Rate Review 2022

Hi Chris

Cyril provided me with your details as I understand Sarah no longer works at Holcim. We have a Framework agreement with Holcim for environmental works.

As part of the framework we can negotiate a rate review in 2022.

Please find attached the contract, rate review letter and comms with your predecessor and my colleague (Amie) in relation to the 2021 rate negotiation.

If you have any questions, let me know

Regards

## **Victoria Conlon**

Principal Environmental Scientist, ANZ VSA  
M +61415381814  
[victoria.conlon@aecom.com](mailto:victoria.conlon@aecom.com)

**My workdays are Monday to Thursday**

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1 December 2021

Sarah Guo  
Holcim (Australia) Pty Ltd  
Procurement Specialist  
Level 7 Tower B, 799 Pacific Hwy, Chatswood NSW 2067

Dear Sarah

**Holcim: AECOM Panel Rate Renegotiation 2022****1.0 Introduction**

As part of Schedule 3 of the Framework Consultancy Agreement between AECOM Australia Pty Ltd and Holcim (Australia) Pty Ltd dated 23 February 2021 (Attachment A), AECOM are proposing an annual rate review for 2022.

The current agreed rates for 2021 (see Table 1) were accepted in a negotiation between Holcim and AECOM (Amie Cullum emails dated December 2020 Attachment B). The agreed 2021 rates included a 5% discount at Holcim's request.

New sales set up under the Framework agreement in 2021 has been approximately \$250k, which is far below the \$500k above which the discounted rates were originally supposed to apply.

In addition, in 2021 AECOM has continued to work on legacy Holcim projects where we are maintaining the original quoted legacy rates. This has resulted in these jobs having a 10-25% lower margin for various individuals involved in these jobs than our current market rates. We hope to close these jobs out in 2021.

Taking this into the account, this rate review considers salary increases and consumer price index increases for 2022.

We are not currently aware of a large pipeline of work from Holcim in 2022, however we are, as always, willing to negotiate lower rates on a case by case basis, for larger jobs.

AECOM are proposing the following **upper limiting rates** from 1 January 2022.

**Table 1 Current and proposed rates**

Holcim Professional Role	AECOM Project Role	Current (2021) Hourly Rate	Proposed 2022 Hourly Rate	% change
-	EPA Accredited Environmental & Facilities Auditor Industry Director	\$347	\$347	0
<b>Partner / Director</b>	Technical Director	\$333	\$333	0
<b>Associate Director</b>	Associate Director	\$228	\$235	+3
<b>Senior Manager</b>	Principal	\$180	\$195	+8
<b>Manager</b>	Senior Professional	\$143	\$155	+8
<b>Senior Specialist</b>	Professional	\$120	\$125	+4
<b>Analyst</b>	Graduate	\$95	\$100	+5
<b>Administration</b>	Administrative/Finance Support	\$91	\$95	+4
<b>Other</b>	GIS / H&S / QA Specialists	\$143	\$145	+1
<b>Average increase</b>				+4

Non- labour, disbursements and sub-contractor costs remain at cost plus 10%.

The above rates and discount do not apply to the secondment arrangement currently in place for Natasha Reifschneider for the Geelong Quarry as this project is subject to a standalone secondment agreement. This project is expected to end at the end of 2021.

## **2.0 Closing**

We look forward to continuing our working relationship with Holcim.

Please do not hesitate to contact the below to discuss.

Yours faithfully



Victoria Conlon  
Principal Environmental Scientist  
victoria.conlon@aecom.com

Mobile: +61 415 381 814





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**Attachment A      Framework Agreement**



# **FRAMEWORK CONSULTANCY AGREEMENT**

**Holcim (Australia) Pty Ltd**

and

**AECOM AUSTRALIA PTY LTD**

## FRAMEWORK CONSULTANCY AGREEMENT

Dated:

22 February

2021

### Between:

- (1) **Holcim (Australia) Pty Limited** (ABN 87 099 732 297) of Level 7, Tower B, 799 Pacific Highway Chatswood NSW 2067 (**Holcim**); and
- (2) **AECOM AUSTRALIA PTY LTD** (ABN 20 093 846 925) of Level 10, Tower Two 727 Collins Street Melbourne VIC 3008 (**Consultant**)

### RECITALS

- A. Holcim and the Consultant have established this Framework Consultancy Agreement (**Agreement**) to document the terms and conditions applying to any supply of consultancy services by the Consultant to Holcim.
- B. Holcim may from time to time appoint the Consultant to perform services.
- C. For the avoidance of doubt, where the Consultant wishes to utilise a Consultant Affiliate (as herein defined) to perform any Services then the Consultant may engage one or more Consultant Affiliates as subcontractors, subject to the terms of this Agreement.
- D. Where Holcim wishes to engage the Consultant to perform services, it may issue Work Orders in accordance with this Agreement.

### OPERATIVE TERMS

#### 1. DOCUMENTS COMPRISING AGREEMENT

The Agreement is comprised of the following documents, in order of precedence in the event of any inconsistency:

- (a) these first two pages of the Agreement;
- (b) the Terms and Conditions;
- (c) **Schedule One** (Standard Work Order and Annexure to Work Order);
- (d) **Schedule Two** (Rebate Arrangements);
- (e) **Schedule Three** (Schedule of Rates); and
- (f) each Work Order issued by Holcim for services to be performed by the Consultant.

#### 2. TERM OF AGREEMENT

- 2.1 Unless terminated earlier pursuant to the terms of this Agreement, this Agreement will operate for the Initial Term.
- 2.2 Holcim may, at its sole discretion and election, extend the term of this Agreement on the same terms and conditions for the number of Extensions (and on each extension, for the Further Term) specified below by giving the Consultant notice of the extension at least one month before:
  - (a) the date of expiry of the Initial Term (in the case of the first Extension); or
  - (b) the expiration of the current Further Term (in the case of subsequent Extensions).

- 2.3 For the purpose of this clause:

**Further Term** means a period of twelve (12) months;

**Extensions** means two such extensions, each for the Further Term;

**Initial Term** means a period of twenty four (24) months commencing 01 January 2021 and ending 31 December 2022

#### 3. WORK ORDERS

- 3.1 Whenever Holcim wishes the Consultant to perform services, it will issue the Consultant with a project specific Work Order.

- 3.2 The Consultant is deemed to have accepted a Work Order issued by Holcim upon the earlier to occur of:
- (a) three (3) Business Days after receipt of the Work Order, unless the Consultant rejects the Work Order in writing within that period;
  - (b) the Consultant acknowledging its acceptance of the Work Order; or
  - (c) the Consultant undertaking any work in connection with the performance of the Services referred to in a Work Order.
- 3.3 Once accepted by the Consultant pursuant to clause 3.2 above, each Work Order will form a part of this Agreement and be governed by the terms of this Agreement.
- 3.4 Nothing in this Agreement obliges Holcim to request the provision of services from the Consultant.

#### 4 TERMINATION OF AGREEMENT

- 4.1 Either Holcim or the Consultant may immediately terminate this Agreement by written notice to the other party if the other party, in the reasonable opinion of the first party, persistently breaches this Agreement.
- 4.2 Unless otherwise agreed by the parties in writing, termination or expiry of this Agreement for whatever reason will not affect any Work Orders which are yet to be completed at the date of termination or expiry of this Agreement. For the avoidance of doubt, termination of an individual Work Order will not affect this Agreement nor will termination of any individual Work Order affect any other Work Order then in effect.

#### 5 REBATE ARRANGEMENT

Not applicable

#### 6 SCHEDULE OF RATES

The rates (if any) set out in **Schedule Three** (Schedule of Rates) will apply to all Work Orders issued under this Agreement unless Holcim and the Consultant agree otherwise in a Work Order.

#### 7 DEFINITIONS & INTERPRETATION

##### 7.1 Definitions

Capitalised terms used in these first two pages of this Agreement and not defined herein will have the same meaning given to them in the Terms and Conditions.

##### 7.2 Interpretation

The provisions set out in clause 1.2, clause 1.3 and clause 17 of the Terms and Conditions apply to these first two pages of this Agreement.

Signed by **Holcim (Australia) Pty Ltd** by its  
authorised representative in the presence of: )  
)  
)

*Sarah Guo*

Witness

Sarah Guo

Name of witness (print)

*Cyril Giraud*

Authorised Representative  
Cyril Giraud

Name of Authorised Representative (print)

Date: 23 February 2021

Signed by **AECOM AUSTRALIA PTY LTD** by its )  
authorised representative in the presence of: )  
)

*A Cullum*

Witness

Amie Cullum

Name of witness (print)

*M. MacFarlane*

Authorised Representative

Matthew MacFarlane

Name of Authorised Representative (print)

Date: 22 February 2021

## TERMS AND CONDITIONS

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

Capitalised terms used in this Agreement have the meaning given to them below:

**Approved Expenses** means those expenses specified as such in **Item 4** of the relevant **Work Order**.

**Business Day** means a day on which Holcim is open for regular business in the jurisdiction in which the Work Order is to be performed.

**Confidential Information** means all information (whether written or unwritten and in whatever form) relating to the business interests, methodology or affairs of Holcim or any Related Body Corporate or any person or entity with which it deals or is concerned, that:

- (a) is provided by Holcim to the Consultant or any of its Personnel; or
- (b) is acquired or developed by the Consultant for the purposes of performing the Services; or
- (c) is designated as confidential by Holcim or otherwise imparted in confidence to the Consultant or its Personnel by Holcim; or
- (d) amounts to trade secrets and other information classifiable in law or equity as confidential information,

including (but not limited to) documents and material created or provided by the Consultant in connection with the provision of the Services, all inventions, technical data, research and development information, business records, medical records, information, notes, source code, products, know how, trade secrets, engineering or other data, drawings, designs, specifications, processes, formulae, manufacturing, planning or marketing procedures, techniques or information, accounting procedures or financial information, names and details of customers, suppliers and agents, workers, insured persons, claimants and employee details.

**Consultant Affiliate** means each Related Body Corporate of the Consultant, together with any other affiliated entity of the Consultant, each as approved by Holcim as a subcontractor.

**Deliverable** means any document, piece of equipment, data listing or other creation required to be delivered to Holcim in order to complete the performance of the Services, including those specific deliverables specified in the relevant **Work Order**.

**Fee** means the fee set out in **Item 3** of the relevant **Work Order**, which may be varied from time to time by written agreement between Holcim and the Consultant.

**Holcim Policies and Procedures** means those policies and procedures specified in **Item 10** of the relevant **Work Order**.

**Intellectual Property** means any and all industrial and intellectual property of any kind (whether or not in a material form) in all material, including but not limited to:

- (a) patents, trade marks, copyright (existing and future) and designs (whether registered or unregistered);
- (b) any application or right to apply for registration in respect of any of the rights in sub-clause (a); and
- (c) eligible layout rights, database rights, software developments, computer programs (including both source and object codes), processes, inventions, specifications, formulas, know-how, research data, improvements in procedure, discoveries and similar rights.

**Key Personnel** mean the person or persons named in **Item 9** of the relevant **Work Order**.

**Moral Rights** means the right of attribution of authorship, the right against false attribution and the right of integrity of authorship as defined in the *Copyright Act 1968 (Cth)*.

**Personal Information** has the meaning it has in the *Privacy Act 1988 (Cth)*.

**Personnel** means all officers, employees and representatives of the Consultant, including the Key Personnel (if any).

**Related Body Corporate** means a body corporate which is taken under section 50 of the *Corporations Act 2001* (Cth) to be related to the relevant party.

**Services** means the services specified in **Item 6** of the relevant **Work Order** and **Annexure A** to the Work Order, as may be varied from time to time in accordance with clause 4 of these Terms and Conditions.

**Taxes** means any tax, levy, impost, deduction, charge, rate, withholding or duty by whatever name called and whether Australian, foreign, state, municipal or local.

**Work Order** means a Work Order issued by Holcim in the form, or substantially similar to the form, appearing in **Schedule One** to this Agreement specifying, among other things, the specific services to be provided by the Consultant.

**Work Order Commencement Date** means the date specified in **Item 1** of the relevant **Work Order**.

**Work Order End Date** means the date set out in **Item 2** of the **Work Order**.

**Work Order Term** means the period commencing on the Work Order Commencement Date and ending on the earlier of the Work Order End Date or the date that the Work Order is otherwise terminated in accordance with clause 12 of these Terms and Conditions.

## 1.2 Interpretation

Unless expressed to the contrary, in this Agreement:

- (a) words in the singular include the plural and vice versa;
- (b) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (c) "includes" means includes without limitation;
- (d) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (e) a reference to:
  - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
  - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
- (f) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day; and
- (g) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

## 1.3 Headings

Headings do not affect the interpretation of this Agreement.

## 2 ENGAGEMENT

### 2.1 Engagement to provide Services

Holcim engages the Consultant to provide, and the Consultant agrees to provide, Holcim with the Services during the Term on the terms and conditions of this Agreement, including the relevant Work Order.

### 2.2 No exclusivity

- (a) The Consultant is not engaged exclusively by Holcim. Nothing in this Agreement will prevent Holcim or any Related Body Corporate of Holcim from obtaining services the same or similar to the Services from any third party. Nothing in this Agreement obliges Holcim to request or acquire any minimum level of services from the Consultant.
- (b) Subject to the provisions of this Agreement, the Consultant is permitted to provide services of a type similar to the Services to any third party, however in doing the Consultant's must ensure

that its ability to provide the Services and performance of the Services is not adversely affected.

### **3 PERFORMANCE**

#### **3.1 Manner of performance of Services**

- (a) The Consultant will ensure that the Services are performed in a careful, diligent, proper and efficient manner in accordance with the professional standards normally exercised by a duly qualified and competent professional in the performance of comparable services.
- (b) The Consultant must ensure that all Personnel performing the Services are competent and have the necessary skills to perform the Services on which they will be engaged.
- (c) The Consultant must, when using Holcim's premises or facilities:
  - (i) avoid unnecessary interference with the passage of people and vehicles;
  - (ii) not create nuisance or unreasonable noise and disturbance; and
  - (iii) ensure any equipment used on Holcim's premises or facilities is in safe working condition.

#### **3.2 Utmost good faith**

The Consultant will act and ensure that its Personnel act with the utmost good faith in all dealings with Holcim and any Related Body Corporate of Holcim.

#### **3.3 Times for performance of Services**

The Consultant will make its Personnel available to provide Holcim with the Services during the relevant Work Order Term at such times as may be required by Holcim in accordance with the terms of this Agreement.

#### **3.4 Place of work**

Where the Consultant is required to perform the Services on Holcim premises, the Consultant will provide the Services at such place(s) as reasonably directed by Holcim.

#### **3.5 Travel**

Upon request by Holcim (and where applicable to the Services), the Consultant will ensure that its Personnel performing the Services travel to another location, including an interstate or overseas location, to perform the Services.

#### **3.6 Consultant to supply all resources**

Except for any equipment or other items expressly stated in the Work Order to be provided by Holcim, the Consultant is responsible at its expense for providing all personnel, equipment and other resources necessary or prudent to provide the Services.

#### **3.7 Duty to avoid conflicts of interest**

- (a) During each Work Order Term, the Consultant must not and must ensure that its Personnel do not undertake any activity (including paid or unpaid work) which may either compromise or give rise to a conflict with either:
  - (i) the Consultant's duties and responsibilities under this Agreement; or
  - (ii) the business interests of Holcim,
 unless it has obtained the prior written consent of Holcim.
- (b) The Consultant must immediately and fully disclose in writing to Holcim any potential or actual conflicts of interest.
- (c) Upon receipt of a notice under clause 3.7(b) or upon Holcim otherwise identifying a conflict of interest, Holcim may elect to terminate the relevant Work Order immediately by notice in writing to the Consultant.

#### **3.8 Scope, warranty and discrepancies and errors**

- (a) The Consultant, exercising skill, care and diligence to the standard of care required in clause 3.1(a), has examined the scope of Services specified in Annexure A to the relevant Work Order and warrants that the Services and Deliverables will be suitable, appropriate, adequate and fit



for the purpose required by Holcim as stated in this Agreement or the relevant Work Order.

- (b) After commencement of work on the Services and Deliverables, the Consultant must promptly notify Holcim if and to the extent that the Consultant becomes aware that any information provided by Holcim for the purpose of performing the Services contains any ambiguity, error, omission, discrepancy, insufficiency or inconsistency or is otherwise insufficient to enable the Consultant to perform the Services. If the Consultant gives notice under this clause 3.8(b), Holcim must either direct an appropriate amendment to the scope of Services or direct the Consultant to proceed notwithstanding its advice.

### 3.9 Review of deliverables

- (a) The Consultant must allow Holcim to review and discuss the Deliverables (whether complete or in progress) produced by the Consultant in performing the Services.
- (b) The Consultant remains responsible for the Services despite any review or acceptance of any of the Services or Deliverables by Holcim.

### 3.10 Key Personnel and Personnel

- (a) Where Key Personnel are specified in **Item 9** of the relevant **Work Order**, the Services must be performed by the Key Personnel unless Holcim agrees otherwise in writing.
- (b) The Consultant may delegate all or any of the Services to another person apart from the Key Personnel(s) with the prior written approval of Holcim. In the event that the Consultant delegates the performance of all or part of the Services whether to the Key Personnel or otherwise, the Consultant:
  - (i) must ensure that the person to whom the Services are delegated complies with the obligations of the Consultant under this Agreement as if they were obligations of that person; and
  - (ii) will not be relieved of any liability for the performance of the Services and compliance under this Agreement and will take full responsibility and be liable for the person's performance of the relevant part of the Services as if that part of the Services had been performed directly by the Consultant.
- (c) If any of the Key Personnel are not available to perform the Services allocated to them the Consultant must immediately:
  - (i) notify Holcim of the circumstances; and
  - (ii) if so requested by Holcim, arrange for replacement of that person with a person satisfactory to Holcim at no cost to Holcim.
- (d) Where there are no Key Personnel specified in **Item 9** of the relevant **Work Order**, the Consultant must provide Holcim with the names of its Personnel who will perform the Services and will promptly notify Holcim of any changes.
- (e) Holcim may object to any of the Consultant's Personnel who, in Holcim's reasonable opinion, lack the appropriate skills or qualifications, engages in misconduct or is incompetent or negligent. The Consultant must remove such Personnel upon receipt from Holcim of notice requiring it to do so. The Consultant must at its cost replace the removed Personnel with suitably qualified and competent Personnel approved by Holcim.

### 3.11 Compliance with legislation, policies and directions

- (a) The Consultant shall, and shall procure that its Personnel performing the Services shall:
  - (i) comply with all applicable laws, statutory obligations and Australian Standards in respect of the Services, including compliance with work health and safety legislation;
  - (ii) have obtained and maintain all necessary licences, permits and consents that may be required in connection with the supply of the Services; and
  - (iii) when on Holcim's premises or using Holcim's facilities, comply with all directions and policies and procedures of Holcim which apply to or are in effect at those facilities and premises, as notified by Holcim to the Consultant from time to time, including those relating to any site specific requirements regarding access (including inductions), security, occupational health and safety, environmental management, mandatory drug and alcohol testing and requirements in relation to vehicles.

- (b) The Consultant will ensure that all Personnel performing the Services on Holcim's premises:
  - (i) attend any required induction or health and safety training prior to accessing the premises at which the work is to be undertaken; and
  - (ii) are informed of existing site specific hazards, emergency and other requirements and Holcim's expectations and requirements as regards health and safety prior to entering any Holcim premises.
- (c) If required by Holcim, that the Consultant will submit a project specific health and safety plan to Holcim for approval prior to commencing work on any Holcim site, such plan to be consistent with Holcim's health and safety requirements for the site. The Consultant must comply, and ensure that its Personnel comply, with any such policy while on Holcim's premises.

### **3.12 Title to Deliverables**

- (a) Title to any Deliverable will pass to Holcim upon delivery.
- (b) Holcim owns all raw data collected by the Consultant in the performance of the Services and the Consultant will (at no additional cost to Holcim) provide to Holcim all such raw data upon request, and in such form as reasonably required by Holcim.

## **4 VARIATIONS AND SUSPENSION**

- (a) Holcim may, by notice in writing to the Consultant, vary the Services in nature, scope or timing. The Consultant is not obliged to perform a variation that is outside the general scope of the Services.
- (b) Without limiting the generality of clause 4(a), Holcim may vary the Services, to:
  - (i) omit any part of the Services;
  - (ii) increase or decrease the frequency of performance of any part of the Services; or
  - (iii) perform additional work related to the Services.
- (c) Where a variation pursuant to clause 4(a) results in a reduction in the scope of the Services, or part of the Services no longer being required by Holcim, Holcim will give the Consultant two weeks' written notice of such variation.
- (d) Holcim can require the Consultant to stop work at any time if any aspect of the Services is not acceptable to Holcim. The Consultant will recommence the provision of the Services promptly upon being directed to do so by Holcim.
- (e) Any variation to the Services shall be valued according to:
  - (i) the Agreement of the Parties;
  - (ii) failing such agreement in accordance with subclause 4(e)(i), using applicable rates or prices as agreed in the Schedule Three of Agreement; or
  - (iii) if neither subclause 4(e)(i) or (ii) apply, valued by Holcim using reasonable rates or prices consistent with sound industry practices.

The difference in the cost (if any) caused by variations directed by Holcim will be added to or deducted from the Agreement price as applicable.

## **5 FEES, APPROVED EXPENSES AND PAYMENT**

### **5.1 Fees and Expenses**

- (a) In consideration of the Consultant providing the Services in accordance with the applicable Work Order, Holcim will:
  - (i) pay the Consultant the Fee; and
  - (ii) reimburse the Consultant for the Approved Expenses, after the Approved Expenses have been incurred by the Consultant.
- (b) Holcim will not be liable to reimburse the Consultant for expenses other than the Approved Expenses, unless the Consultant has obtained Holcim's prior written consent.
- (c) Holcim may require the Consultant to provide timesheets or other documents to verify the Fee.
- (d) Tax invoices for reimbursement of Approved Expenses must be accompanied by satisfactory documentary evidence of the amount incurred.

## 5.2 Payment

- (a) The Consultant must render and deliver to Holcim a satisfactory invoice for the Fee on the basis set out in **Item 5** of the relevant **Work Order**.
- (b) Holcim will pay each invoice for the Fee and Approved Expenses within 60 days after the end of the month in which the tax invoice is dated unless it notifies the Consultant of an error or a dispute in relation to the invoice or the Services supplied in which case Holcim will pay the undisputed amount.
- (c) The Fee and Approved Expenses (if any) are the total consideration payable by Holcim to the Consultant for the provision of the Services.
- (d) In the event the Consultant is paid an amount in excess of that to which the Consultant is entitled under clause 5.1, the Consultant authorises Holcim to deduct the amount of the overpayment from any subsequent payment of Fee under clause 5.2(b).
- (e) Holcim is not obliged to pay the Consultant for any part of the Services until the Consultant has provided those Services in accordance with this Agreement and has given Holcim any Deliverable that is due to be delivered in relation to those Services provided.
- (f) Payment by Holcim is on account and is not evidence of the value of work completed, an admission of liability nor evidence that the Services have been executed satisfactorily.

## 6 CONFIDENTIAL INFORMATION

### 6.1 Acknowledgment

The Consultant acknowledges that all of the Confidential Information is and will be the sole and exclusive property of Holcim.

### 6.2 Confidentiality

The Consultant must and must ensure that its Personnel:

- (a) keep confidential all Confidential Information; and
- (b) not disclose any Confidential Information to any person except:
  - (i) as required by law; or
  - (ii) with the prior written consent of Holcim; or
  - (iii) to Holcim's employees in the proper performance of the Consultant's responsibilities and duties under this Agreement.

### 6.3 Use

The Consultant must ensure that all Confidential Information in the possession of the Consultant and its Personnel is only used for purposes connected with the provision of the Services.

### 6.4 Security

The Consultant must maintain proper and secure custody of all Confidential Information.

### 6.5 Delivery and destruction

The Consultant must immediately deliver, or at Holcim's request destroy, all Confidential Information which is in physical form, including electronic form, to Holcim at:

- (a) the expiration of the relevant Work Order Term; or
- (b) any time upon the request of Holcim.

### 6.6 Obligations to continue

The obligations of the Consultant under this clause 6 survive the termination of this Agreement, including any Work Order, (howsoever occurring) and are enforceable at any time at law or in equity and continue to the benefit of and are enforceable by Holcim and a Related Body Corporate of Holcim.

### 6.7 Non-disclosure

The provisions of this Agreement are confidential and may not be disclosed by the Consultant to any other person, other than the Consultant's financial or legal advisers.

### 6.8 Exclusions

The obligations of confidentiality contained in this clause do not apply to such of the Confidential Information which the Consultant can demonstrate to the satisfaction of Holcim:

- (a) was already known to the Consultant on a non-confidential basis prior to its disclosure by Holcim;
- (b) was, at the time of its disclosure by Holcim, public knowledge or subsequently becomes public knowledge (other than by reason of any unauthorised disclosure by the Consultant or its Personnel); or
- (c) was or becomes available to the Consultant from a third party whose direct or indirect source was not Holcim and who is entitled to disclose it.

## **7 INTELLECTUAL PROPERTY**

### **7.1 Intellectual Property Rights**

- (a) All right, title and interest in Intellectual Property developed, produced, created or otherwise brought into existence by the Consultant or its Personnel in the course of performing the Services or otherwise in relation to this Agreement including in any Deliverable (**Contract IP**) vests, on its creation, in Holcim. The Consultant will assign, and will procure an assignment from each of its Personnel of, all right, title and interest Contract IP to Holcim or to any Related Body Corporate nominated by Holcim.
- (b) The Consultant must deliver to Holcim, in a format specified by Holcim, copies of all Contract IP.
- (c) With respect to any Intellectual Property rights in any material that exists prior to the Work Order Commencement Date and which is incorporated into any item delivered pursuant to the Services or a Deliverable (**Background IP**), the Consultant grants and will ensure that relevant third parties grant, to Holcim a non-exclusive, transferable, royalty-free and irrevocable licence to use, reproduce and adapt all Background IP as required for Holcim to have the benefit of any such item and Deliverable.
- (d) The Consultant acknowledges that any development or improvement to any Intellectual Property of Holcim or any Related Body Corporate which occurs during the course of performing the Services vests in Holcim on its creation and no right, title or interest therein is conferred on the Consultant.
- (e) The Consultant warrants that the Consultant has no claim, right or title to any Intellectual Property in any material developed by or on behalf of Holcim prior to the date of the relevant Work Order, or provided to the Consultant by Holcim during the course of the Agreement (including any Work Order), and undertakes that the Consultant will not make or bring any claim, action, proceeding or demand whatsoever in relation thereto.
- (f) The Consultant must at the expense of Holcim, do any act or thing which Holcim may require, either during the term of the Work Order or after expiration or termination, to protect Holcim's rights in the Contract IP.

### **7.2 Intellectual Property Indemnity**

- (a) The Consultant warrants that Holcim's possession and use of Contract IP and Background IP in accordance with this Agreement does not infringe and will not infringe the Intellectual Property rights of any person.
- (b) The Consultant indemnifies Holcim and each Related Body Corporate against any loss, liability or expense suffered or incurred by Holcim or a Related Body Corporate of Holcim that arises out of a breach of the warranty in this subclause.

### **7.3 Moral Rights**

The Consultant waives its Moral Rights, and will procure that its Personnel waive their Moral Rights, to the fullest extent possible under the laws of any applicable jurisdiction, to ensure Holcim's unimpeded use of any works created by the Consultant in performing the Services.

## **8 INSURANCE**

- (a) The Consultant shall effect and maintain at the cost of the Consultant all insurances required to be effected by the Consultant by law.
- (b) Without limiting the generality of clause 8(a), the Consultant shall effect and maintain:

- (i) workers compensation insurance as required by law;
  - (ii) public liability insurance of not less than \$10,000,000 per occurrence covering liability to any third party in respect of bodily injury, death, loss and damage to property arising out of the provision of the Services;
  - (iii) a professional indemnity insurance policy for not less than five million dollars (\$5,000,000) for each claim and in the aggregate for all claims arising in any one 12 month period of insurance. The policy and level of cover shall be maintained until the Consultant completes carrying out the Services and thereafter for a period of not less than six (6) years; and
  - (iv) compulsory motor vehicle insurance and a comprehensive motor vehicle insurance policy including third party liability insurance in respect of all motor vehicles used by the Consultant in the connection with the provision of the Services for not less than ten million dollars (\$10,000,000) per occurrence.
- (c) The insurances referred to above must be held with reputable and solvent insurance companies licensed to do business in the jurisdictions where the Services are provided
- (d) Upon request from Holcim, the Consultant must promptly produce evidence to Holcim (in the form of certificates of currency) of the existence and currency of any insurance required by this clause.

## **9 INDEMNITY**

The Consultant indemnifies Holcim against all claims, expenses, losses, damages and liability arising out of or in connection with any breach by the Consultant of the terms of this Agreement or any default or negligent act or omission of the Consultant or its Personnel. The Consultant shall not be liable for any such claim, expense, loss, damage or liability to the extent that it is due to or contributed to by any negligent or deliberate act or omission or other default of Holcim, its officers, employees, agents or consultants (other than the Consultant).

## **10 LIMITATION OF LIABILITY**

(a) Notwithstanding anything to the contrary in this Agreement, to the maximum extent permitted by law, the Consultant's maximum aggregate liability under or in connection with this Agreement (including each Work Order), whether under contract (including this Agreement), the project or the performance or non-performance of the Services, whether under statute, in tort (including negligence), under any indemnity or otherwise at law, is limited to \$5,000,000 (five million dollars) for each claim and in the aggregate for all claims arising in any one contract year.

(b) To the extent permitted by law, save as set out in clause 10 (c), neither party will be liable to the other party in any circumstances for any consequential or indirect loss including loss of profits, loss of revenue, loss or denial of opportunity, failure to realise expected profits or savings, loss of reputation or loss of goodwill arising out of this Agreement; and

(c) Nothing in sub-clauses 10 (a) or (b) excludes or limits the Consultant's liability:

- (i) in respect of the death or personal injury of any person;
- (ii) in respect of loss or damage to tangible property of any person, except to the extent arising out of the Services;
- (iii) in respect of infringement of the intellectual property rights of any third party; or
- (iv) in respect of wilful default, fraudulent or intentional wrongdoing by the Consultant or its employees.

## **11 NOTIFICATION OF INCIDENTS**

The Consultant must give immediate verbal notice to Holcim of any accident or injury or property or environmental damage that occurs while performing the Services and must provide written advice within five days of such occurrence, giving details including:

- (a) results of investigations of the cause of the incident; and
- (b) recommendation and strategies for prevention of future incidents.

## **12 WORK ORDER TERM AND TERMINATION**

### **12.1 Work Order Term**

Each Work Order commences on the relevant Work Order Commencement Date and continues until the relevant Work Order End Date unless terminated earlier in accordance with clause 12.2 or clause 12.3.

### **12.2 Termination for convenience**

Holcim may terminate a Work Order at any time by giving the notice listed at **Item 7** of the relevant **Work Order** in writing to the Consultant.

### **12.3 Termination for cause**

- (a) Notwithstanding any other provision in this Agreement, Holcim may immediately terminate a Work Order by giving written notice to the Consultant:
  - (i) if the Consultant or any of its Personnel performing the Services fails or refuses to comply with any lawful directions given by Holcim;
  - (ii) if, in the reasonable opinion of Holcim, the Consultant fails to provide the Services to a satisfactory standard which continues unremedied for five Business Days after written notice of that failure has been given to the Consultant; or
  - (iii) if the Consultant or any of its Personnel commits any fraudulent or dishonest act or omission.
- (b) Notwithstanding any other provision in this Agreement, Holcim or the Consultant may immediately terminate a Work Order by giving written notice to the other party if:
  - (i) if the other party commits a serious or persistent breach of any of the provisions of the relevant Work Order or other provision of this Agreement and in the case of a breach that can be remedied, does not remedy that breach within 21 days of notice to do so by the first party;
  - (ii) if the other party has a trustee in bankruptcy appointed or if a petition is presented for the appointment of a trustee in bankruptcy; or
  - (iii) if the other party is unable to pay its debts as they fall due or compounds with its creditors or assigns any of its assets for the benefit of creditors.

### **12.4 Consequences of Termination**

- (a) Upon termination of a Work Order, the Consultant is not entitled to claim any compensation or damages from Holcim in relation to that termination.
- (b) In the event of termination of a Work Order by Holcim, Holcim will pay to the Consultant any correctly rendered and unpaid invoices for Fees and Approved Expenses to which the Consultant is entitled under the Work Order up to the date of such termination.
- (c) The termination of a Work Order shall not affect any rights which have accrued to a party before the termination.

### **12.5 Holcim's election on termination**

If Holcim gives notice of termination to the Consultant under clause 12.2, Holcim may elect to terminate the relevant Work Order immediately or at any time during the notice period and pay the Consultant in lieu of the remaining period of notice.

## **13 COMPLIANCE**

### **13.1 Practices and procedures**

- (a) The Consultant must comply and warrants that it complies with Holcim's Policies and Procedures and ensure that each of its Personnel also comply.
- (b) Holcim reserves the right to monitor and/or audit the Consultant's compliance with Holcim's Policies and Procedures.

### **13.2 Anti-Bribery and Corruption**

- (a) It is expressly understood and acknowledged by the Consultant that Holcim has a policy of "zero tolerance" when it comes to corruption and bribery. Each party represents and warrants that it is knowledgeable about, and will comply with, all anti-corruption, anti-bribery, anti-trust

and anti-money laundering laws and other criminal laws, rules and regulations applicable to the performance of this Agreement

- (b) The Consultant warrants to Holcim that it has not made or offered to make, nor will it make or offer to make, any payment or transfer of money or anything of value to any personnel of Holcim, to any officials, representatives or employees of any government department, agency or authority or local authority or to any employees or representatives of any undertaking, company or enterprise, irrespective of whether operated or owned or financed by private or public entities or funds, to secure an improper advantage or benefit in relation to the matters contemplated by this Agreement.
- (c) The Consultant must establish and maintain appropriate anti-bribery and corruption policies, procedures and precautions.
- (d) The Consultant acknowledges and agrees that any breach of this clause 13 by the Consultant is deemed a material breach entitling Holcim to terminate this Agreement and/or any Work Order made under this Agreement at any time with immediate effect.

### **13.3 Use of Damstra**

Holcim has engaged Damstra Pty Ltd (**Damstra**) to manage its contractor compliance. Any contractor with personnel working at Holcim sites must register their organisation and their Personnel working on Holcim sites with Damstra and pay any fees associated with such registration. Any Consultant or Personnel who do not register will not be allowed to enter Holcim sites.

## **14 NATURE OF RELATIONSHIP**

### **14.1 Independent Contractor**

The Consultant renders the Services to Holcim as an independent contractor. It is acknowledged that the Consultant and its Personnel are not:

- (a) in partnership or in a joint venture relationship with Holcim;
- (b) an employee, servant or agent of Holcim; nor
- (c) entitled to any annual leave, personal/carer's leave, long service leave or other similar benefits.

### **14.2 Consultant not to bind Holcim**

The Consultant and its Personnel will have no power to:

- (a) bind or commit or purport to bind or commit Holcim or any Related Body Corporate of Holcim in any way unless otherwise agreed by Holcim in writing;
- (b) pledge the credit of Holcim or any Related Bodies Corporate of Holcim for any purpose;
- (c) settle any claims, demands or actions against Holcim or any Related Body Corporate of Holcim; or
- (d) contract on behalf of Holcim or any Related Body Corporate of Holcim.

## **15 INDEMNIFIED TAXES AND OTHER AMOUNTS**

- (a) The Consultant shall be solely liable for the payment of, and will cause to be paid when due and payable, all:
  - (i) Taxes, excluding GST, arising out of or in relation to this Agreement or the performance of or payment for the Services or any other transaction contemplated by this Agreement including Pay As You Go withholding tax, fringe benefits tax and payroll tax, together with all costs, interest or penalties payable by reference to those Taxes;
  - (ii) payment and benefits to which Personnel of the Consultant may be entitled in respect of the Services (including salary or wages; personal, carer's, annual, parental or long service leave and workers compensation coverage); and
  - (iii) all contributions payable by law, award, or pursuant to any contract with an industrial or trade union or other association of employees or otherwise with respect to or ascertained by reference to the wages, salaries or other compensation in respect of the performance of the Services by any Personnel of the Consultant including superannuation contributions and workers' compensation insurance premiums.
- (b) In the event that a claim or demand is made against Holcim or a Related Body Corporate of

Holcim in respect of the liabilities or amounts referred to in clause 15(a) then the Consultant will indemnify Holcim against any amounts it incurs.

- (c) The Consultant is responsible for accounting to all revenue, fiscal and government authorities, and for proper completion and filing of all applicable forms, returns and other documentation, in relation to amounts referred to in clause 15(a).

## 16 **PRIVACY**

The Consultant warrants that its Personnel consent to Holcim collecting, using and disclosing to Related Bodies Corporate of Holcim and third parties, and transferring overseas to third parties, that person(s) Personal Information for purposes related to the use and benefit of the Consultant's services to Holcim.

## 17 **Modern Slavery**

- (a) In performing its obligations under this Agreement, the Consultant shall and shall ensure that each of its subcontractors (where such subcontracting is permitted pursuant to this Agreement) shall:
  - (i) comply with the *Modern Slavery Act 2018* (Cth) and any other legislation regulating modern slavery in Australia;
  - (ii) take all reasonable steps to ensure there is no modern slavery in the Consultant's or its subcontractors supply chains or in any part of their business. For the purposes of this clause, modern slavery includes slavery, servitude, child labour, forced labour, human trafficking, debt bondage and slavery like practices;
  - (iii) implement due diligence procedures for its own suppliers and subcontractors to ensure that there is no modern slavery in its supply chains;
  - (iv) notify Holcim as soon as it becomes aware of any actual or suspected modern slavery in a supply chain which has a connection with this Agreement;
  - (v) prepare and deliver to Holcim an annual modern slavery statement setting out the steps it has taken to ensure modern slavery is not taking place in any of its supply chains or in any part of its business. Without limitation to the foregoing, the Consultant will provide Holcim with such other information regarding compliance with this clause as it reasonably requires from time to time; and
  - (vi) permit Holcim to audit the Consultant's compliance with this clause.

## 18

## 19 **GST**

- (a) Expressions used in this clause 17 which are not defined, but which have a defined meaning in the GST Law, have the same meaning.
- (b) "**GST Law**" has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*.
- (c) Unless otherwise expressly stated all consideration to be provided under this Agreement is exclusive of GST.
- (d) The supplier will provide the recipient with a tax invoice in respect of any supply made by the supplier to the recipient under this Agreement. The tax invoice will be provided to the recipient before the recipient provides any consideration to the supplier under this Agreement for the supply.
- (e) Where the recipient is required under this Agreement to pay for or reimburse an expense or outgoing of the supplier, the amount to be paid by the recipient is the amount of the expense or outgoing less any input tax credit in respect of such expense or outgoing to which the supplier is entitled plus any GST payable by the supplier in respect of the supply to the recipient.



- (f) Where at any time an adjustment event arises in respect of any supply made by the supplier under this Agreement, the supplier will provide the recipient with an adjustment note in respect of the adjustment event as soon as practicable after the occurrence of the adjustment event.
- (g) The Consultant must be registered under the GST Law when it enters into this Agreement and must remain registered under the GST Law for the term of this Agreement.

## **20 NOTICES**

### **20.1 Form of notice**

Any notice required to be given in accordance with this Agreement with respect to a specific Work Order must be in writing and either personally served, sent by post or emailed to the party's address specified in **Item 8** of the relevant **Work Order**. Any notice required to be given under this Agreement, but not related to a specific Work Order, must be in writing and either personally served, sent by post or emailed to the party's address for service specified below.

#### **Holcim**

Address: : Level 7 Tower B, 799 Pacific Hwy, Chatswood NSW 2067

Email: [sarah.guo@lafargeholcim.com](mailto:sarah.guo@lafargeholcim.com)

Attention: Sarah Guo (procurement specialist]

Email: [Cyril.Giraud@lafargeholcim.com](mailto:Cyril.Giraud@lafargeholcim.com)

Attention: Cyril Giraud (National Development and Sustainability Manager)

#### **Consultant**

Address: Collins Square, Level 10, Tower Two 727 Collins Street, Melbourne, VIC 3008

Email: [bryan.chadwick@aecom.com](mailto:bryan.chadwick@aecom.com)

Attention: Bryan Chadwick

### **20.2 Time of receipt of notice**

A communication given by:

- (a) hand is deemed received at the time of delivery, unless delivery occurs after 5pm, in which case it will be deemed delivered on the next Business Day;
- (b) post is deemed received if posted within Australia to an Australian address on the third Business Day after posting and in any other case, on the fifth Business Day after posting; and
- (c) email is deemed received on receipt by the sender of a delivery receipt showing the time and date of delivery of the message, unless delivery occurs after 5pm, in which case it will be deemed delivered on the next Business Day.

## **21 MISCELLANEOUS**

### **21.1 Amendment**

This Agreement and any Work Order made under it may only be varied, supplemented or replaced by a document in writing duly executed by the parties.

### **21.2 Waiver and exercise of rights**

- (a) A single or partial exercise or waiver of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

### **21.3 Severance**

Any provision of this Agreement which is or becomes illegal, void or unenforceable in any jurisdiction is severable, and such provision will be ineffective in that jurisdiction to the extent of the illegality, voidness or unenforceability and will not invalidate the remaining provisions of the Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

### **21.4 Further assurance**

Each party will promptly execute all documents and do all things that any other party from time to

time reasonably requires of it to effect, perfect or complete the provisions of this Agreement and transactions contemplated by it.

## **21.5 Governing law**

- (a) This Agreement and each Work Order made under it is governed by and is to be construed in accordance with the laws of New South Wales.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

## **21.6 Assignment and subcontracting**

- (a) The Consultant will not assign or transfer any right or obligation under this Agreement without the prior written consent of Holcim.
- (b) Except as set out in clause 21.6(c), the Consultant may not subcontract any part of the Services without the prior written consent of Holcim.
- (c) The Consultant may subcontract the performance of any element of the Services to a Consultant Affiliate without requiring the prior written consent of Holcim.
- (d) Subcontracting does not relieve the Consultant of any obligation under this Agreement. The Consultant remains principally liable for the acts and omissions of subcontractors, including any Consultant Affiliate.

## **21.7 Counterparts**

This Agreement may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument.

## **21.8 Entire understanding**

- (a) Subject to any non-disclosure agreement Holcim requires the Consultant to sign, this Agreement embodies the entire understanding and agreement between the parties as to the subject matter of this Agreement.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this Agreement are merged in and superseded by this Agreement and are of no force or effect whatever and no party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another:
  - (i) affects the meaning or interpretation of this Agreement, or
  - (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.
- (d) Any terms or conditions supplied or referred to by the Consultant (including any standard form terms and conditions contained in or referred to in any Consultant response to a request for quote issued by Holcim) are excluded from and in no way form part of this Agreement.

## **21.9 Authority of Consultant**

The Consultant warrants that it has full power to enter into this Agreement and to give the warranties, representations and indemnities contained in this Agreement.

## **21.10 Joint and Several Liability**

If the Consultant consists of more than one person or corporation or a term is used in this Agreement to refer to more than one person or corporation:

- (a) this Agreement binds such person separately and all of those entities jointly and severally; and
- (b) an obligation, representation or warranty made by any person in this Agreement shall bind each person jointly and severally.

## **21.11 Survival**

- (a) Subject to any provision of this Agreement, this Agreement will endure to the benefit of and be binding upon the parties and their successors, trustees, permitted assigns or receivers but will not endure to the benefit of any other persons.

- (b) The covenants, conditions and provisions of this Agreement which are capable of having effect after the expiration of this Agreement (or any Work Order made under it) will remain in full force and effect following the expiration of this Agreement (or relevant Work Order).

## SCHEDULE ONE

### FORM OF WORK ORDER AND ANNEXURE TO WORK ORDER

Note: A Work Order will need to be entered into by Holcim and the Consultant for each project.

### WORK ORDER

This Work Order is dated.....day of .....20[ ]

Reference is made to the Framework Consultancy Agreement entered into between [insert Consultant name] and Holcim (Australia) Pty Ltd (ABN 87 099 732 297) (Holcim) dated [insert] (Framework Agreement).

This is a Work Order as referred to in the Framework Agreement and is governed by the Terms and Conditions contained within the Framework Agreement. This Work Order forms a part of the Framework Agreement.

Defined terms used in this Work Order have the same meaning they are given in the Framework Agreement.

Unless specified otherwise, references to clauses below are references to clauses in the Terms and Conditions contained within the Framework Agreement. For the avoidance of doubt, any terms or conditions supplied or referred to by the Consultant (including any standard form terms and conditions contained in or referred to in any Consultant response attached to this Work Order) are excluded from and in no way form part of this Work Order.

.....

Item 1	Work Order Commencement Date	[Insert]
Item 2	Work Order End Date	[insert. E.g. "The date [x] years after the Work Order Commencement Date". OR "The date upon which the Services are completed". ]
Item 3	Fee	<p><b>Option 1</b></p> <p>[Insert] plus GST</p> <p><b>Option 2</b></p> <p>Insert the following "The fee payable in respect of this Work Order is determined by the application of the relevant rates specified in Schedule Three (Schedule of Rates) in the Framework Agreement.</p> <p>[Note: Where rates are specified in Schedule Three (Schedule of Rates) to the Framework Agreement, those rates will apply to this Work Order unless alternative rates are specified in this Item 4]</p>
Item 4	Approved Expenses	<p>[The Consultant is not entitled to reimbursement of any fees or expenses]</p> <p>or</p> <p>[The Consultant is entitled to reimbursement of the following fees and expenses: [insert. e.g. If, in the course of providing the Services, the Consultant is required by Holcim to travel to another location, Holcim will reimburse the Consultant for all reasonable travel and accommodation expenses incurred by the Consultant. All flights are to be economy class]</p>
Item 5	Invoicing basis	The Consultant must render and deliver to Holcim a satisfactory invoice on the following basis: [insert timing for payment eg weekly in arrears/monthly in arrears/on achievement of specific milestones].

<b>Item 6</b>	<b>Services</b>	The Consultant is engaged to provide [insert brief description of the services]. A detailed description of the Services required of the Consultant is set out in <b>Annexure A</b>
<b>Item 7</b>	<b>Termination Notice</b>	[insert] weeks' notice by Holcim.
<b>Item 8</b>	<b>Notice Details</b>	<p><b>Holcim</b></p> <p>Postal address: [Insert]</p> <p>email address: [Insert]</p> <p>Attention: [Insert]</p> <p><b>Consultant</b></p> <p>Postal address: [Insert]</p> <p>Email address: [Insert]</p> <p>Attention: [Insert]</p>
<b>Item 9</b>	<b>Key Personnel</b>	[insert names of personnel of the Consultant if specific persons are required to provide the Services. If Holcim does not require the services to be provided by specific individuals, insert "Not Applicable"]
<b>Item 10</b>	<b>Holcim Policies and Procedures</b>	<p>Holcim's policies and procedures as notified to the Consultant from time to time. The latest procurement policies and procedures, including the Supplier Code of Conduct, as well as general Holcim procurement related information are available at:  <a href="https://www.holcim.com.au/procurement">https://www.holcim.com.au/procurement</a></p> <p>The Contractor Management Handbook and Holcim's Health and Safety policies are available at:  <a href="http://www.holcim.com.au/sustainability/health-and-safety.html">http://www.holcim.com.au/sustainability/health-and-safety.html</a></p> <p>The Consultant must comply with the Supplier Code of Conduct, the Contractor Management Handbook and the policies referred to above.</p>

## ANNEXURE A SERVICES

### SERVICES

[Insert detail description of services]

**[Notes:**

- *insert sufficient detail to clearly describe the Services to be provided, including:*
  - *Project scope and objectives*
  - *Individual tasks/ Services required to be performed*
  - *Outcomes/Deliverables (the deliverables can be specified under the separate heading below)*
  - *Key performance indicators/performance standards*
- *Insert a background section describing the reason for the requirement for the Services, if relevant.*
- *If any element of the Services must be completed by milestone dates, insert those dates and the tasks/milestones to be performed by the relevant date.*
- *If the Consultant is to be required to provide services during specified hours insert the following: “The Consultant is required to provide the Services during the following hours [insert]. The Consultant may be required to provide the Services at such other times as requested by Holcim upon reasonable notice.”*
- *Where the Consultant is required to have access to Holcim premises insert Holcim representative who is to be contacted to arrange access: “Access to the Holcim site at which the Services are to be undertaken must be arranged at least two (2) business days before the visit. The site contact for that purpose is: [insert].”*
- *Where the Services are of an engineering nature insert the following “Technical queries should be addressed to [insert].”*
- *Insert any assumptions.*
- *Attach any relevant documentation such as photographs and drawings.]*

### APPLICABLE SPECIFICATIONS AND STANDARDS

[Insert]

**[Note:** *Insert applicable specifications and standards. For example, if the Services comprise design work then specify the Australian Standard to which the design is to comply]*

### DELIVERABLES

[Insert]

**[Note:** *Insert full description of deliverables. e.g.*

- *reports to be provided*
- *documents to be provided (e.g. design documents, drawings).*

## SCHEDULE TWO- NOT USED

### REBATE ARRANGEMENT

#### 1 — DEFINITIONS

~~Capitalised terms used in this Schedule Two have the meaning given to them below. Other terms used in this Schedule Two and not defined below, have the meaning give to them in the Agreement:~~

~~**Calculation Period** means:~~

- ~~(a) in respect of the first calculation period, the period from the date of commencement of the Framework Consultancy Agreement until 31 December in that year of commencement; and~~
- ~~(b) in respect of each subsequent calculation period, each twelve month period commencing 1 January in the year following the first calculation period and each anniversary of that date;~~

~~**Rebate** means the volume discount payable to Holcim calculated in accordance with clause 3 below;~~

~~**Rebate Rate** has the meaning specified in clause 3.1 below;~~

~~**Revenue** means the total amount paid by Holcim to the Consultant under the Agreement and all Work Orders under it (exclusive of GST) during the relevant Calculation Period including, for the avoidance of doubt, all Fees and Approved Expenses paid under Work Orders; and~~

~~**Revenue Hurdle** means the revenue hurdles specified in clause 4 below.~~

#### 2 — REBATE

~~In consideration for Holcim's payment for Services, the Consultant will pay the Rebates to Holcim in accordance with this Schedule Two. The rebate arrangements specified in this Schedule Two apply for the duration of the Framework Consultancy Agreement.~~

#### 3 — DETERMINATION OF REBATES AND PAYMENT

##### 3.1 — Determination of Rebates

- ~~(a) The Rebate is determined as follows:~~

~~"Rebate" = Revenue for applicable Calculation Period x applicable Rebate Rate.~~

- ~~(b) The "Rebate Rate" is the applicable rate for the Revenue Hurdle within which the Revenue falls as set out in clause 4.1 below.~~

##### 3.2 — Calculation of Rebates

- ~~(a) The Revenue for each Calculation Period, and corresponding Rebate for that Calculation Period, will be calculated by the Consultant annually in arrears in the month following the end of the relevant Calculation Period.~~
- ~~(b) The Consultant will provide Holcim with an annual report regarding the Rebates by the end of the month following the end of each Calculation Period. The report will set out the Rebate payable for the Calculation Period and manner of calculation of that Rebate (including the Revenue).~~

##### 3.3 — Payment of Rebates

- ~~(a) Holcim may elect to receive Rebates either in a lump sum or by way of a credit against future invoices issued by the Consultant for Services under the Agreement. Holcim will notify the Consultant of its election upon receipt of the rebate report referred to in clause 3.2(b) above.~~
- ~~(b) If Holcim elects to receive a Rebate by way of a lump sum, Holcim will issue the Consultant with an invoice for the Rebate due following receipt of the annual report referred to in clause 3.2(a). The Consultant will pay the Rebate within thirty (30) days of receipt of the invoice.~~
- ~~(c) If Holcim elects to receive a Rebate by way of a credit against future invoices, Holcim will notify the Consultant of that election and the Consultant will credit the rebate against subsequent invoices issued by the Consultant for Services. In the event the Agreement is terminated before a rebate is paid in full, the Consultant will pay the remaining amount due upon receipt of an invoice from Holcim. Holcim may, by notice in writing, notify the Consultant that an election to receive a Rebate by way of a credit has been revoked and issue the Consultant with an invoice for any remaining unpaid Rebate.~~

#### **4 — REVENUE HURDLES AND REBATE RATES**

4.1 — Revenue hurdles are set over which increasing Rebate Rates are applied. The “Revenue Hurdles” and Rebate Rates are as specified in the table below.

<b>Revenue Hurdle (\$ value of Revenue for applicable Calculation Period)</b>	<b>Rebate Rate</b>
\$0 — \$[insert]	[insert]%
\$[insert] — \$[insert]	[insert]%
\$[insert] — \$[insert]	[insert]%
\$[insert] — \$[insert]	[insert]%
\$[insert] and above	[insert]%

For the avoidance of doubt, the Rebate is calculated by applying the applicable Rebate Rate to the entire Revenue. For example, if a rebate of 1% applies to a Revenue Hurdle of \$0 — \$100 and a rebate of 2% applies to a Revenue Hurdle of \$101 — \$200, then if the Revenue is \$200 the Rebate will be calculated as follows: 2% x \$200.

#### **5 — MONTHLY REPORTING**

In addition to the annual year end reporting regarding the Rebates, the Consultant will provide Holcim with monthly and year to date scorecards outlining total Revenues and volumes.



### SCHEDULE THREE SCHEDULE OF RATES

Holcim and the Consultant agree the following schedule of rates will apply to all Work Orders issued under the Agreement, unless otherwise agreed in a Work Order.

With effect on 1 January first occurring after the date the Agreement commences (of, if the Agreement commences less than six (6) months before that date, the following 1 January) and each anniversary thereof (**Review Date**), the schedule of rates will be varied as agreed by the Consultant and Holcim in writing. If a revised schedule of rates has not been agreed by the parties prior to the relevant Review Date, the applicable rates will be those agreed for each Work Order.

Holcim Professional Role	AECOM Project Role	Hourly Rate \$ ex GST
-	EPA Accredited Environmental & Facilities Auditor Industry Director	\$347
Partner / Director	Technical Director	\$333
Associate Director	Associate Director	\$228
Senior Manager	Principal	\$180
Manager	Senior Professional	\$143
Senior Specialist	Professional	\$120
Specialist	Project	\$105
Analyst	Graduate	\$95
Administration	Administrative/Finance Support	\$91
Other	GIS / H&S / QA Specialists	\$143

An annual rate review for the period of the panel from 1 January commencing 2022 will apply on the rates to allow for CPI and salary increases.

Non- labour, disbursements and sub-contractor costs will be at cost plus 10%.

The above rates do not apply to the secondment arrangement currently in place for Natasha Reifschneider for the Geelong Quarry as this project is subject to a standalone secondment agreement.



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**Attachment B – 2020 Comms**

Conlon, Vicky

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From: Sarah Guo <sarah.guo@lafargeholcim.com>  
Sent: Tuesday, 8 December 2020 6:32 PM  
To: Cullum, Amie  
Subject: [EXTERNAL] Re: FW: AECOM- Panel Response

Amie I do apologize for the repeated delays in getting back to you. Due to the large volume of contracts to be finalized prior to year end to fulfil projects requirements, I have not finalized the review but I promise I will expedite the process.

Regarding the commercial schedule of rates (SOR), we do appreciate the discounted rate with the reduced threshold to be \$500k annual spend. With the current environment, we do not in fact spend with any supplier in the aggregate over \$500k so the target is impossible to reach.

My suggestion is if Holcim is able to get the discounted hourly rate regardless of the spend p.a. to encourage the engagement level with Aecom as this will be demonstrated on each project bidding as part of the commercial evaluation. Currently, your SOR is sitting at high end in the market.

Look forward to hearing your thoughts.

Thanks Sarah

Holcim (Australia) Pty Ltd  
Procurement Specialist  
Level 7 Tower B, 799 Pacific Hwy, Chatswood NSW 2067  
M: 0436 820 296  
[sarah.guo@lafargeholcim.com](mailto:sarah.guo@lafargeholcim.com) | [www.holcim.com.au](http://www.holcim.com.au)

A member of LafargeHolcim

On Tue, Dec 8, 2020 at 6:09 PM Cullum, Amie <[amie.cullum@aecom.com](mailto:amie.cullum@aecom.com)> wrote:

Hi Sarah,

When we spoke last month you were very busy and hoping to look at the AECOM resubmission as a task once you'd cleared some other commitments. Have you been able to have the time to review the submission since?

Please let me know if you have any questions or items that you would like to discuss as more than happy to work through any items with you if we can.

Kind Regards,

**Amie Cullum**  
Associate Director - Environment  
D +61 3 9653 8061 M +61 439 032 421

[amie.cullum@aecom.com](mailto:amie.cullum@aecom.com)

**AECOM**

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---

From: Cullum, Amie

Sent: Thursday, 15 October 2020 8:41 AM

To: Sarah Guo <[sarah.guo@lafargeholcim.com](mailto:sarah.guo@lafargeholcim.com)>

Cc: Chadwick, Bryan <[bryan.chadwick@aecom.com](mailto:bryan.chadwick@aecom.com)>

Subject: AECOM- Panel Response

Hi Sarah,

Since we last spoke, we discussed the Holcim agreement further with our legal team and have distilled the requests into the more critical elements for AECOM as I wanted to reduce the number of amendments as best I could before providing it back to you. We are however still happy to discuss any of the amendment requests with Holcim and can facilitate a discussion directly with our legal counsel if that assists.

Please see the AECOM response, including the proposed upper limiting hourly rates and our proposed discount structure.

Please let me know if you have any queries or would like to discuss any of the elements,

Kind Regards,

**Amie Cullum**

Associate Director - Environment  
D +61 3 9653 8061 M +61 439 032 421  
[amie.cullum@aecom.com](mailto:amie.cullum@aecom.com)

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