

22 AUG 2018
PR. 1450



Embassy of Italy

Canberra

ADDENDUM

By mutual agreement, the Contract between the Embassy of Italy in Canberra and Thorne Architecture (the Parties), signed on January 24th 2017 is amended by the following "Addendum" which supersedes any previous agreement.

1. The Agreement consists of this Contract and the Addendum. The Proposal and the attachments to the Proposal are attached for reference only, as the initial conditions of the agreement have changed for reasons not depending on the conduct of the Parties.
2. The total cost of the consultancy services, the scope of which is described in Terms and Conditions Item 3 and in the Proposal, is **AU\$63,525.00 (sixty three thousand five hundred and twenty five dollars only)** which includes the 10% GST payable under this contract.
3. Provided that Italian Legislation (Min. Decree 192/17) requires a specific professional (architect; graduate engineer) to support the role of the process manager (responsabile del procedimento) when dealing with procurement of public works, the scope of the service is:
 - a) Prepare, in consultation with the Embassy and the Ministry of Foreign Affairs and International Cooperation (Ministry) a preliminary plan document (documento preliminare di progettazione) for the works regarding the office space of the Embassy. Formally assess project plans with the aim of their approval by the Embassy and the Ministry in order to allow the awarding of tender process for the works;
 - b) Prepare and instigate communication and reporting protocols with the Ministry for Foreign Affairs and the Embassy;
 - c) Prepare, formalise, implement and supervise the assessment of interferences between the different production cycles regarding the public works to be carried out and Embassy business activities, referred to companies engaged in the works and the Embassy;

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- d) Carry out high level liaison with ACT statutory authorities on behalf of the Ministry for Foreign Affairs and the Embassy;
- e) Prepare procurement documentation and assist the RUP (staff person of the Embassy in charge of the procedures for the works) in the public procurement process and engagement of Architects and specialist consultant engineers (structural, electrical, mechanical, hydraulic, acoustic, fire etc.) teams to provide professional services for the Refurbishment. The Refurbishment will be divided into a number of stages. It is envisaged that professional services will be sought through a procurement process for each stage or combinations of stages (that is by lots). Procurement and/or tender documentation will be elaborated both for the selection of a structural designer and for the tender of the public works.
- f) Engage a Certifier for the Refurbishment. This will provide a single certifying entity giving consistency of advice over the life of the project;
- g) Engage a cost planner for the Refurbishment. This will ensure consistency of cost advice and planning over the life of the project;
- h) Direct and monitor the work of the consultant teams in terms of their meeting the brief, programme and budget; and in terms of their delivering designs, documentation, statutory authority approvals, tendering processes for the construction contracts, contract administration (including the processing of variations), and post contract services of the required standard. This service includes the role of Director of the works as for Italian Legislation (Direttore dei lavori), with all duties and powers as provided by Italian Legislation, including the certification of the works at their conclusion.

4. Thorne Architecture undertakes to comply with the terms of this Agreement and in the event of breach on the part of the Thorne Architecture the Embassy has the right to give written notice of rescission of contract.

5. Payment of the contract price will be subject to the accomplishment of single stages of the services provided as follows:

Preliminary activities (50% of the price):

20% at completion of activities listed in 3 – a)

20% at completion of activities listed in 3 – b) to e)

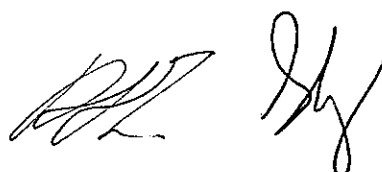
10% at completion of activities listed in 3 – f) and g), and after conclusion of the tender process for the works.

Supervision of works activities (remaining 50% of the price):

10% at beginning of works, as formally assigned to the contractors;

20% at termination of works;

20% at termination and formal certification of works.



All the activities will undergo an assessment by the Embassy (or by the Ministry if deemed necessary) as a condition for payment.

6. Should any dispute arise between the contracting parties with regard to the interpretation, execution or resolution of this Agreement, which cannot first be reasonably settled between them, shall be deferred to the Italian Judicial System.

7. Throughout the execution of the consultancy services Thorne Architecture must respect this Agreement and conform to the Italian regulations, as much as they are compatible with the current Australian legislations and regulations. Should Thorne fail to observe the conditions and the agreement here established or the aforesaid standard and the norms this Embassy can arrange otherwise for the completion by means of a written statement to that effect.

8. The Embassy can, at its unquestionable discretion, terminate this agreement in the event of misconduct of Thorne Architecture or failure by Thorne Architecture to perform the services agreed upon, and submit claims for damages against Thorne Architecture, which will be responsible for supplementary expenses incurred by the Embassy in recruiting another Architect for the rendering of the services included in the scope of the assigned consultancy work.

9. Privacy (Leg. Decree 196/2003 and EU GDPR 2016/679); Transparency and Accountability Provisions (Leg. Decree 33/2013 as amended; Leg. Decree 50/2016 as amended) – in signing this contract you accept that the Embassy of Italy may publish on its website details pertaining to the contract between us, including the name of your company and its representatives, the service you have performed for us and monies paid for such service.

10. Governance. Thorne Architecture is aware of the existence of Codes of Conduct regulating Embassy activities (Pr. Decree 62/2013 and Min. Decree 18.9.2014, available on the Embassy's website). Both Codes are extensible to Companies (private and public), Private professionals engaging in activities with the Embassy. By signing this Contract Thorne Architecture agrees to observe the rules of the Codes and to ensure the observance by its cooperators. Failure to observe the Codes may result in a breach of contract, entitling the Embassy to act as in article 8.

For the Embassy of Italy in Canberra:



Stefano Gatti
Ambassador of Italy to Australia

For Thorne Architecture Pty Ltd:



Robert Thorne RAIA
Managing Director

Canberra, 22nd August 2018