

CONTRACTS MANUAL

**APPENDICES
TO
PART THREE**

**PHYSICAL WORKS CONSTRUCTION CONTRACTS
PHYSICAL WORKS MAINTENANCE CONTRACTS**

APPENDICES TO PART THREE

Each Appendix listed below is a sample of a standard document used for Hutt City Council Physical Works Contracts.

No.	Filename
A31	Checklist Administration
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A34	Liquidated Damages Assessment Sheet
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A37	Special Conditions of Contract
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A39	Producer Statement-Civil Works
A40	Contract’s Evaluation of Consultant’s Performance
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A44	Contract Agreement
A45	Contractor’s Performance Bond
A46	Certificate as to Contractor’s Insurance
A47	Traffic Management Plan
A48	Instruction/Variation Price Request/Variation Order
A49	Progress Payment Certificate
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A51	Consultant’s Evaluation of Contractor’s Performance-Construction Phase
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A55	Standard Specification Index

Appendix 31

Contract Administration Checklist

Contract No:..... for

To be completed by the Contract manager. *Delete items that are not applicable to this contract.*

ACTION	DATE	INITIAL
Plans and specifications circulated to: <ul style="list-style-type: none"> • Utility Services • Capacity (Wellington Water Services) • Other Council Sections (Specify) • Siemens/United Networks • Powerco • Telecom NZ • Telstra Clear Communications Ltd • Nova Gas Ltd • Wellington Regional Council • Others (Specify) 		
Scheme alignment approval received from Services Coordinating Engineer, Utility Services.		
Liquidated damages assessment complete		
Tender Documents complete as per Appendix 32		
Tender Advertisement		
Customer Service Centre advised		
Tender evaluation and report with recommendations		
Letter of acceptance to successful tenderer		
Letters to unsuccessful tenderers		
Evidence of insurance		
Receipt of completed Bond form		
Contract documents completed and signed		
Roading maintenance contractor advised		
After hours service advised		
Certificate of Practical Completion		
Release of Bond		
Defects Liability Certificate		
As-built information/Producer Statement received		
Final Payment Certificate		
Performance evaluations completed		
Engineer's file amalgamated with Principal's Set		

Appendix 32

Tender Documentation Checklist

Contract No:..... for

Delete items that are not applicable to this contract.

DOCUMENTATION	DATE	INITIAL
List of contents of tender documents		
General Conditions of Contract and Conditions of Tendering (Copies of printed conditions i.e. NZS 3910:2003 need not be included)		
Schedule to Conditions of Tendering		
Form of Tender		
Schedule of Prices		
Daywork Schedule		
Special Conditions of Contract		
Health & Safety documentation (required by HCC Spec 31)		
Specification		
Standard Specifications (List here)		
Drawings (List here)		

Appendix 33

Checklist for Items to be Held on the Principal's Set of Documents

Contract No:..... for

		Initial	Date	Divider	
TENDERING	Newspaper Advertisement				
	Notice to Tenderers				
	All Tenders				
	Tender Opening Report				
	Tender Evaluation				
	Tender Recommendation				
	Assessment of Liquidated Damages				
	Assessment of Quality Assurance Level Required				
	Letters to Unsuccessful Tenderers				
	Sealed Contract:				
	(a) Letter to Successful Tenderer				
	(b) Schedule of Prices – signed				
	(c) Dayworks Schedule				
	(d) Form of Agreement – signed				
	(e) General Conditions of Contract				
	<i>Copies of printed conditions eg NZS 3910 need not be included</i>				
	• Special Conditions of Contract				
	• Evidence of Insurance				
	• Form of Bond				
	• Bond in Lieu of Retentions				
• Successful Tenders Attributes					
• Successful Tenders Health & Safety					
• Specifications					
• Plans					
• HSE Induction Meeting Minutes					
CONTRACT	• Design	Public Consultation			
		Reports			
		Building Consent			
		Resource Consent			
		Correspondence from Consultant			
		Correspondence to Consultant			
	• Management of Construction	Reports			
		Correspondence from Consultant			
		Correspondence to Consultant			
	• Payment Certificates	Progress Payment Vouchers			
	• Monthly or	Regular updates from Consultant on progress of			

Appendix 34

Liquidated Damages Assessment Sheet

Contract No:..... for

1. Supervision and Administration	\$/Week
1.1 Contract Manager.....hrs/week@\$...../hr	-----
1.2 Engineer to Contract.....hrs/week@\$...../hr	-----
1.3 Engineer's Representative.....hrs/week@\$...../hr	-----
1.4 Travel.....kms/week@\$...../km	-----
2. Council's Direct Additional Costs (check with Client's Representative before completing this section)	
2.1 Client' Representative.....hrs/week@\$...../hr	-----
2.2 Other: (State).....	-----
(eg Maintenance).....	-----
3. Council's Loss of Revenue/Additional Finance Charges	
Rates	-----
Rents	-----
Interest	-----
Other: (State).....	-----
.....	-----
4. Other Items	
eg: Specialists, Consultants, Lawyers, etc.	
(State).....	-----
.....	-----
.....	-----
 Total estimated additional costs per week (excl. GST)	 \$ =====
 Assessed Weekly Liquidated Damages (rounded up to nearest \$50) excluding GST	 \$ =====

Prepared by: _____ **Date:** ____/____/____

Appendix 35

Schedule to Conditions of Tendering

Contract No:..... for

The Conditions of Tendering are those set out in *NZS 3910:2003*. Clause numbers refer to the Conditions of Tendering.

102.2 A Tender Document deposit is not required;

or

A Tender Document deposit of \$..... is required;

or

A Tender Document deposit of \$..... is required and is non-refundable.

(delete provisions which do not apply).

103.1 An appointment to view the Site shall be made

or

No appointment need be made to view the Site.

(delete provision which does not apply).

104.3 *The inclusion of either or both of these following provisions must be agreed with the Client's Representative.*

Tenders submitted with an endorsement (i.e. 'Tag') which clarifies any uncertainty or modifies the contract conditions will be considered. During the tender evaluation process the Engineer shall adjust the tender price if necessary to allow for the cost implications of the 'Tag' prior to converting the price to a score or comparing tenders.

Tenders submitted for alternative designs or methods will be considered provided that full details of the alternative are included with the tender. The details shall be to a similar standard of detail and presentation as the detail of the Contract Works set out in the Tender Documents.

105.1 Tenders will close at NOON on the day of

Tenders shall be enclosed in a sealed envelope addressed to "The Chief Executive, Hutt City Council, Private Bag 31 912, Lower Hutt". Tenders may be posted or, if delivered, handed in at the Customer Service Centre, Ground Floor, Administration Building, 30 Laings Road, Lower

Hutt. The envelope shall be marked on the outside top left-hand corner
“Tender for Contract No. for”

105.2 Fax tenders will not be acceptable;

or

Fax tenders will be acceptable provided that the second sentence of 105.2 is amended to read. “It shall be sufficient if the tender price and all other information required to be submitted with the tender is submitted by fax received before the closing time”;

or

Fax tenders will be acceptable.

(delete provisions which do not apply)

105.3 Information with Tender

- (a) No percentage for On-Site Overheads shall be nominated in the tender.
- (b) No percentage for Off-Site Overheads and Profit shall be nominated in the tender.
- (c) No rate per Working Day in compensation for time related Cost and Profit incurred in relation to an extension of time shall be nominated in the tender.
- (d) Supplementary information required to be submitted with the tender is:
 - (i) A signed completed Schedule of Prices showing how the tendered sum has been arrived at.
 - (ii) A signed completed Dayworks Schedule (appended to the Schedule of Prices).
 - (iii) A list of proposed sub-contractors.
 - (iv) Completed certification and other documentation required in terms of Hutt City Council Health and Safety Specification for Contracts – No. 31.
 - (v) Tenderers are required to submit details of their attributes as described below:

106.1 Acceptance of Tender

Tenders from tenderers who do not meet the requirements of the Hutt City Council's "Health and Safety Specification No. 31" will not be considered.

Tenders will be evaluated by the Lowest Price Conforming Tender Method.

or

Tenders will be evaluated by the Weighted Attribute Method. Weightings for this contract are as follows:

1. Relevant Experience	%
2. Performance Record	%
3. Technical Skills	%
4. Resources	%
5. Management Skills	%
6. Methodology	%
7. Price	%
Total	100%

The tenderer with the highest index from the evaluation or any tender will not necessarily be accepted.

or

Tenders will be evaluated by the Price Quality Method. Weightings for this contract are as follows:

1. Relevant Experience	%
2. Performance Record	%
3. Technical Skills	%
4. Resources	%
5. Management Skills	%
6. Methodology	%
7. Price	%
Total	100%

The tenderer with the lowest adjusted tender price or any tender will not necessarily be accepted.

(Delete provisions which do not apply).

No legal or other obligations shall arise between the Tenderer (or “any party responding to the requests for tender) and the Council in relation to the conduct or outcome of the tender process unless and until that tenderer (or “party responding to the RFT”) has received written notification of the acceptance of the Tender (or RFT).

The criteria and conduct of the tender evaluation will be at the Principal’s sole discretion. No correspondence on this matter will be entered into with any tenderer.

107.2 Unsuccessful tenderers who have submitted bona fide tenders complying with the Tender Document shall be notified by the Principal or it’s agent of the name and tender price of the successful tenderer, the other tender prices, their own score for each attribute except price and the range of scores for each non-price attribute within 10 Working Days of acceptance of the successful tender.

(Delete this provision if tenders are to be evaluated by the Lowest Price Conforming Tender Method).



Appendix 36

Form of Tender

Contract No:..... for

The Chief Executive
Hutt City Council
Private Bag 31 912
LOWER HUTT

I/we hereby tender for the above contract according to the General Conditions of Contract and the Conditions of Tendering as set out in “Conditions of Contract for Building and Civil Engineering Construction” *NZS 3910:2003*, the Special Conditions of Contract, the Schedule to Conditions of Tendering, the Drawings, the Specification and other named specifications for the sum of:

.....(\$.....) GST exclusive.

I/we submit the name of:.....
address

as my/our surety (a bank, insurance company or recognised bonding company approved by the Hutt City Council is required as surety).

Annexed hereto are a completed Schedule of Prices, Dayworks Schedule and the other information, set out in the Schedule to Conditions of Tendering, which is required to be included with this tender.

Dated this..... day of20.....

Tenderer’s Signature:.....

Designation:.....

Contractor’s Name:.....

Address:.....

Contact Telephone: (Day)..... Fax.....
(Night)..... Email:.....

Contractor’s GST Registration Number:.....

Appendix 37

Special Conditions of Contract

Contract No:..... for

The General Conditions of Contract are *NZS 3910:2003 or NZS 3915:2005.*
(*Clause numbers refer to General Conditions.*)

PART A – SPECIFIC CONDITIONS OF CONTRACT

1.2 The Principal is **The Hutt City Council**
of **30 Laings Road, Lower Hutt**

(a) There are Separable Portions as set out in the following parts
of the Contract Documents:

.....

(b) There are no Separate Portions in this Contract.

(Delete provision which does not apply).

2.1.1 This contract is a:

- (a) Lump sum contract;
- (b) Measure and value contract;
- (c) Cost reimbursement contract

(Delete provisions which do not apply)

2.5 This contract is a:

- (a) Construction contract in public roads;
- (b) Term maintenance contract (including a road maintenance contract);
- (c) Neither a construction contract in public roads nor a term maintenance contract.

(Delete provisions which do not apply).

2.6.1 This contract is a local authority contract.

2.6.3 Clauses B1 and B2 of Appendix B:

- (a) Shall apply to this contract;
- (b) Shall not apply to this contract.

(Delete provision which does not apply)

Note: This provision should only be incorporated in local authority contracts where the Site is in a public roadway or where the public has access to the Site similar to its access to a public roadway.

2.6.4 (a)

A safety plan for the Site:

- (a) Is required, as set out in the following parts of the Contract Documents:

.....

2.6.4 (b)

A traffic management plan:

- (a) Is required, as set out in the following parts of the Contract Documents:

.....

- (b) Is not required.

(Delete provision which does not apply).

2.7.2 Unless the Contractor specifically requests in the tender proposal that all of the conditions of clause 2.7.2 (a) shall apply, the Principal will only execute one Contract Agreement and Set of Contract documents and this set shall be retained by the Principal at all times.

2.8.1 sets of Contract Documents shall be supplied free of charge to the Contractor upon the acceptance of tender in addition to tender, consent, and Contract Agreement sets.

2.9.2 sets of Contract Documents shall be supplied free of charge to the Engineer upon the acceptance of tender in addition to tender, consent, and Contract Agreement sets.

3.1.1 A Contractor's bond:

- (a) Is required;
- (b) Is not required

(Delete provision which does not apply).

3.1.2 The Contractor's bond shall be for the sum of

\$.....

3.2.1 A Principal's bond is not required.

5.4.1 The Contractor shall be given possession of the Site on:

- (a) Ten (10) Working days after the Date of Acceptance of Tender;
- (b)

(Delete provision which does not apply).

5.6.6 Risks specifically excepted are:.....

5.10.1 A construction programme is required to be submitted to the Engineer prior to commencement of work.

5.11.1

- (a) The Contractor is to be responsible, for and on behalf of the Principal, for obtaining project information memoranda, building consents and code compliance certificates under the Building Act 1991 for the carrying out of the following parts of the Contract Works to which Appendix D applies.

(i).....

(ii).....

- (b) There are no parts of the Contract Works to which Appendix D applies.

(Delete provision which does not apply).

5.17.1 Quality Management Systems

- (a) Are required and details shall be submitted by
(Add date)
- (b) Are not required.

(Delete provision which does not apply).

5.18.1(a)

(a) As-built drawings, are required, as set out in the following parts of the Contract Documents:

- (i)
- (ii)

(b) As-built drawings are not required.

(Delete provision which does not apply).

5.18.1(b)

(a) Operation and maintenance manuals are required as set out in the following parts of the Contract Documents:

- (i)
- (ii)

(b) Operation and maintenance manuals are not required.

(Delete provision which does not apply).

6.1.2 The Engineer is whose professional qualification is

or (for NZS 3915:2005)

6.1.1 The Principal's Representative is.....

8.1 and 8.6

- (a) The Contractor shall insure as provided in 8.1;
- (b) The Principal shall insure as provided in 8.6.

(Delete provision which does not apply).

8.1.2 or 8.6.1

(To be completed irrespective of whether the Principal or the Contractor is insuring).

The amount of the insurance to be effected in respect of the Contract Works and Materials shall be for not less than the sum of the following:

- (a) The Contract Price, after the acceptance of the tender or other offer, excluding any additions or deductions which may be required to be made during the course of the contract.

- (b) For the cost of demolition, disposal and preparation for replacement work, the sum of :
 - (i) 5% of the Contract Price as described in (a) above; or
 - (ii)% of the Contract Price as described in (a) above;
or
 - (iii) \$.....

(Delete provisions which do not apply).

- (c) For professional fees including the cost of clerks of works and inspectors, the sum of :
 - (i) 5% of the Contract Price as described in (a) above; or
 - (ii)% of the Contract Price as described in (a) above;
or
 - (iii) \$.....

(Delete provisions which do not apply).

- (d) The value of items incorporated, or to be incorporated, in the Contract Works, the cost of which is not included in the Contract Price, in the sum of \$.....

- (e) For increased construction costs not already provided for in the Contract Price during the period from the acceptance of the tender or other offer until the issue of the Defects Liability Certificate for the Contract Works, the sum of:
 - (i) 5% of the Contract Price as described in (a) above; or
 - (ii)% of the Contract Price as described in (a) above;
or
 - (iii) \$.....

(Delete provisions which do not apply).

The insurance shall make provision for automatic change of cover for items (a) and (e) above, to provide insurance for any additions to or deductions from the Contract Price which occur after acceptance of the tender or other offer.

8.2.1 Contractor's Plant insurance is required for each item of construction machinery on the Site owned by the Contractor that has a market value of more than:

- (a) \$50,000; or
- (b) \$.....

(Delete provision which does not apply).

8.3 and 8.7

- (a) The Contractor shall insure as provided in 8.3;
- (b) The Principal shall insure as provided in 8.7.

(Delete provision which does not apply).

8.3.1 or 8.7.1

(To be completed irrespective of whether the Principal or the Contractor is insuring).

Public liability insurance shall be effected for an amount not less than \$.....

8.3.2

Motor vehicle third party liability insurance shall be effected for an amount not less than \$.....

8.4.1

- (a) Professional indemnity insurance for design by the Contractor shall be effected for an amount not less than \$.....
- (b) Professional indemnity insurance for design by the Contractor is not required.

(Delete provision which does not apply).

8.6.2

The existing structures are:

- (i)
- (ii)
- (iii)

8.6

For the insurance policies required under the following clauses:

The insurers are:

8.6.2(a)

8.6.2(b).....

The deductibles are:

8.6.2(a).....

8.6.2(b).....

The exclusions and other limitations, if any are:

8.6.2(a).....

8.6.2(b).....

8.7

For the insurance policy required under clause 8.7:

The insurers are:.....

The deductibles are:.....

The exclusions and other limitations, if any are:.....

.....

Amount of liability insurance cover under clause 8.7 for any one claim or series of claims arising out of the same occurrence \$.....

10.2.1

The periods to be used for calculating the Due Date for Completion are:

(a) In respect of the Contract works weeks;

(b) In respect of Separable portions

(i) : weeks

(ii) : weeks

(iii) : weeks

10.3.1 (as amended by B3)

Only applicable to construction contracts in public roads as defined in 2.5) as defined in 2.5).

Allowance for inclement weather NIL working days.

10.4.5

Prior to the issue of the certificate of Practical Completion:

- (a) A producer statement is required. The form set out in the Sixth Schedule is amended by substituting the words “Contract works” for the words “Building Works”.
- (b) Producer statements are required as set out in the following parts of the Contract documents:
 - (i)
 - (ii)
- (c) A producer statement is not required.

(Delete provisions which do not apply).

10.4.6

Where as-built plans are required to be submitted by the Contractor as part of the Contract Works, the Contractor shall provide the plans prior to the Engineer issuing the certificate of Practical Completion.

10.5.1

Liquidated damages shall be applied as follows:

- (a) In respect of the Contract Works \$..... per week;
- (b) In respect of Separable Portions
 - (i) : weeks
 - (ii) : weeks
 - (iii)..... : weeks

Note: Where liquidated damages are provided for, the amount must be a genuine pre-estimate of the likely loss that would result from delay of completion. Where liquidated damages are provided for Separable Portions it may be necessary to provide different rates for each Separable Portion.

Where liquidated damages are not provided, the Principal can recover and the Contractor will be liable only for such actual loss as the Principal can prove has resulted from the late completion, being loss of a kind reasonably foreseeable to the parties at the time the contract was made as being likely to result.

10.6.1

A bonus shall be paid as follows:

- (a) In respect of the Contract Works \$..... per week.

- (b) In respect of Separable Portions:
 - (i) weeks
 - (ii) weeks
 - (iii) weeks

(Delete if not applicable)

11.1.1

The Period of Defects Liability shall be:

- (a) In respect of the Contract Works months
- (b) In respect of Separable Portions
 - (i) months
 - (ii) months
 - (iii) months

(To be completed if period is other than three months)

11.3.2

Prior to the issue of the Defects Liability Certificate:
The Contractor shall complete and submit the “Contractors Evaluation of Consultant’s Performance” attached to these Special Conditions prior to the Engineer issuing the Defects Liability Certificate.

11.5.1

- (a) The Contractor shall provide guarantees as set out below:
.....

- (b) No guarantees are required.
(Delete provision which does not apply).

11.5.2

The form of guarantee shall be in the form annexed as the Schedule

12.1.2(b)(iv)

Advances for Temporary Works, Plant or Materials not yet on Site shall not be made to the Contractor.
(Delete provisions which do not apply).

12.3.1

The percentage to be retained from each progress payment and the limit of the total sums retained shall be:

- (a) In respect of the Contract Works:

Total Retention:

10% of the first \$200,000 plus

5% of the next \$800,000, plus

1.75% of any amount in excess of \$1,000,000 with a maximum of \$200,000 when aggregated

Defects Liability Retention

50% of total retention

- (b) Where there are Separable Portions, the amount to be retained in respect of the Contract Works in accordance with (a) of this clause shall be reduced upon the completion of each Separable Portion by the following percentages:

- (i) In respect of by%

- (ii) In respect of by%

- (iii) In respect of by%

12.8.2

Cost fluctuation adjustments:

- (a) Shall not be paid;

- (b) Shall be paid in accordance with Appendix A;

To apply only for either project specific contracts with a contract period of greater than 6 months, or Term Contracts spread over two (2) or more financial years.

- (c) Shall be paid as set out in the Schedule.

To apply only for either project specific contracts with a contract period of greater than 6 months, or Term Contracts spread over two (2) or more financial years.

(Delete provisions which do not apply).

12.9.1

- (a) Provisional Sums are included in the Schedule of Quantities;

- (b) There is no Schedule of Quantities and the Provisional Sums included in the contract are:

- (i) : \$.....

- (ii) : \$.....
- (iii) : \$.....
- (iv) : \$.....

(c) There are no Provisional Sums.

Delete provisions which do not apply.

12.10.1

- (a) Prime Costs Sums are included in the Schedule of Quantities.
- (b) There is no Schedule of Quantities and the Prime Cost Sums included in the contract are:

- (v) : \$.....
- (vi) : \$.....
- (vii) : \$.....
- (viii) : \$.....

(c) There are no Prime Cost Sums.

(Delete provisions which do not apply).

12.11.1

The Contingency Sum to be included in the contract is:
\$.....

14.2.1

Add the following at the end of the clause.

In addition, when the Engineer (substitute "Expert" for Engineer if using NZS 3915:2005) :

- (1) *certifies in writing to the Principal in terms of 14.2.1(c) that in his or her opinion the Contractor is persistently, flagrantly or wilfully neglecting to carry out its obligations under the contract in respect of requirements relating to Health and Safety; and*
- (2) *has previously advised the Contractor in writing of a serious breach of its obligations under the contract in respect of requirements relating to Health and Safety;*

then the Principal may immediately after giving notice to the Contractor terminate the contract in accordance with 14.2.5.

15.1.2

Appendix 38

Producer Statement – Building Construction

Issued By:
(Contractor)

To: The Hutt City Council

In Respect Of:
(Description of Contract Works)

At:
(Address)

..... has contracted to the Hutt City Council to carry out
(Contractor)
and complete certain Building Works in accordance with a contract, titled Contract No.....
for (“the contract”)

I a duly authorised representative of
(Duly Authorised Agent) *(Contractor)*
believe on reasonable grounds that has carried out
(Contractor)
and completed

All Part only as specified in the attached particulars

of the Building Works in accordance with the contract:

..... Date:.....
(Signature of Authorised Agent on behalf of)

.....
(Contractor)

.....

.....
(Address)



Appendix 39

Producer Statement – Civil Works

Issued By:
(Contractor)

To: The Hutt City Council

In Respect Of:
(Description of Contract Works)

At:
(Address)

..... has contracted to the Hutt City Council to carry out
(Contractor)
and complete certain Contract Works in accordance with a contract, titled Contract No.....
for (“the contract”)

I a duly authorised representative of
(Duly Authorised Agent) *(Contractor)*
believe on reasonable grounds that has carried out
(Contractor)
and completed

All Part only as specified in the attached particulars

of the Contract Works in accordance with the contract:

..... Date:.....
(Signature of Authorised Agent on behalf of)

.....
(Contractor)

.....
(Address)

Appendix 40

Contractor's Evaluation of Consultant's Performance

Civil Engineering Construction, Operation and Maintenance Contracts

Consultant _____

Contract No. _____ **for** _____

To be completed and submitted directly to the Contract Principal, Attention

The purpose of this evaluation is to provide Hutt City Council as the Contract Principal with information which may lead to improvements in the management of future contracts. This evaluation should be undertaken from a partnering and not an adversarial perspective.

Upon receipt of this evaluation (and after receipt of the Consultant's evaluation of the Contractor) the Principal will send a copy to the Consultant. The Principal may at its discretion convene a short meeting of the Principal, the Contractor and the Consultant to discuss any issues and make any recommendations to improve future performance.

Alternatively the Contractor or Consultant may:

- *request such a meeting to discuss the evaluation(s). This meeting will be held at the discretion of the Principal, or*
- *independently discuss an evaluation with either of the other parties.*

A. TENDER PHASE

IMPORTANT! Read this note before completing this section.

Comments under this section should relate to the Contractor's perceptions relating to the items set out below at the time of tendering and before being awarded the contract. Do not include matters that arose during the contract works and which with the benefit of hindsight could have been improved.

Please tick appropriate box.

A. TENDER DOCUMENTS

		Yes	No
A1	Were the Conditions of Tendering as set out in NZS 3910:2003?	<input type="checkbox"/>	<input type="checkbox"/>
A2	Were they the appropriate Conditions of Tender for the Contract?	<input type="checkbox"/>	<input type="checkbox"/>

Schedule to Conditions of Tendering

A3	Were requirements:	Clear?	Unclear?
		<input type="checkbox"/>	<input type="checkbox"/>
A4	Were requirements:	Reasonable?	Unreasonable?
		<input type="checkbox"/>	<input type="checkbox"/>
A5	Was the tender period realistic?	Yes	No
		<input type="checkbox"/>	<input type="checkbox"/>

A6 Comments:

Form of Tender

A7	Was completion of the form:	Easy?	Difficult?
		<input type="checkbox"/>	<input type="checkbox"/>
A8	Did the form provide for all tender information?	Yes	No
		<input type="checkbox"/>	<input type="checkbox"/>

A9 Comments:

Schedule of Prices

		Yes	No
A10	Was it a lump sum contract?	<input type="checkbox"/>	<input type="checkbox"/>
A11	Was there a schedule of prices?	<input type="checkbox"/>	<input type="checkbox"/>
	Did the schedule provide in an appropriate manner for:	Yes	No
A12	On-site overheads?	<input type="checkbox"/>	<input type="checkbox"/>
A13	All items of work?	<input type="checkbox"/>	<input type="checkbox"/>

A14	Units of measurement?	<input type="checkbox"/>	<input type="checkbox"/>
A15	Provisional quantities?	<input type="checkbox"/>	<input type="checkbox"/>
A16	Did the schedule include lump sum items?	<input type="checkbox"/>	<input type="checkbox"/>
A17	Were there large or difficult items scheduled for lump sum payment which were out of context with other scheduled items?	<input type="checkbox"/>	<input type="checkbox"/>
A18	Was a dayworks schedule included?	<input type="checkbox"/>	<input type="checkbox"/>
A19	Comments:	<hr/>	

General and Special Conditions of Contract		Yes	No	
A20	Were the General Conditions of Contract NZS 3910:2003?	<input type="checkbox"/>	<input type="checkbox"/>	
A21	Were requirements and information provided:	Very Clear	Adequate?	Unclear?
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A22	Were requirements:	Reasonable?	Unreasonable?	
		<input type="checkbox"/>	<input type="checkbox"/>	
A23	Comments:	<hr/>		

Specifications		Yes	No	
A24	Did you read the specifications?	<input type="checkbox"/>	<input type="checkbox"/>	
A25	Was the work clearly described/specified?	<input type="checkbox"/>	<input type="checkbox"/>	
A26	Was the work adequately described/specified?	<input type="checkbox"/>	<input type="checkbox"/>	
A27	Comments:	<hr/>		

Drawings		Yes	No	
A28	Was the work clearly illustrated?	<input type="checkbox"/>	<input type="checkbox"/>	
		Good?	Average?	Poor?
A29	Was the detail required to price the work:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A30 Comments: _____

Notice to Tenderers **Yes** **No**

A31 Were any notices issued?

A32 Comments: _____

Tender Evaluation Method

A33 Was the evaluation method appropriate for this contract? **Yes** **No** **Don't Know**

A34 Comments: _____

Identified Hazards & Responsibilities **Yes** **No** **Don't Know**

A35 Did the contract documents cover all hazards that would normally be expected to be encountered with this type of project?

A36 Did the contract documents adequately define responsibilities of the Contractor, Engineer, and/or the Principal for matters of Health and Safety, Environmental Management and Traffic Management?

A37 Comments: _____

B. CONTRACT PHASE

IMPORTANT! Read this note before completing this section.

Comments under this section should relate to the Contractor's perception from the time that the contract was awarded until completion.

Please tick appropriate box.

Contract Documents

Good? **Adequate?** **Poor?**
 B1 Schedule of Prices

B2	Special Conditions of Contract	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3	Specification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B4	Drawings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B5	Comments:	<hr/>		

B6	Were there problems with arranging the required insurances?	Yes		No
		<input type="checkbox"/>		<input type="checkbox"/>
B7	Was the set out data:	Good?	Adequate?	Poor?
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B8	Was the design practical in terms of construction practices?	Yes		No
		<input type="checkbox"/>		<input type="checkbox"/>
B9	Were there any delays to the contract that better investigation or design could have prevented?	<input type="checkbox"/>		<input type="checkbox"/>
B10	Was the contract period of appropriate duration taking into account the time of year?	<input type="checkbox"/>		<input type="checkbox"/>
B11	Was the defects liability period appropriate?	<input type="checkbox"/>		<input type="checkbox"/>
B12	Comments:	<hr/>		

Contract Management

	During the contract period did the Engineer to the Contract:	Yes		No
B13	Undertake the task impartially?	<input type="checkbox"/>		<input type="checkbox"/>
B14	Listen to suggestions?	<input type="checkbox"/>		<input type="checkbox"/>
B15	Provide decisions promptly?	<input type="checkbox"/>		<input type="checkbox"/>
B16	Process payments and certificates on time?	<input type="checkbox"/>		<input type="checkbox"/>
B17	Administer the contract in accordance with the contract requirements?	<input type="checkbox"/>		<input type="checkbox"/>

B18 Was the Engineer's availability: **Good?** **Average?** **Poor?**

Did unavailability of the Engineer result in:

Yes

No

B19 Delays?

B20 Increased costs?

B21 Inconvenience to the public?

B22 Comments: _____

Variations

Yes

No

B23 Did you (the contractor) ask for a variation that was subsequently declined by the Engineer?

B24 Were variations requested adequately supported?

B25 Did the Engineer order any variations?

B26 Were variations confirmed in writing?

Were the variations:

B27 Instigated by the Principal?

B28 Because of a deficiency in the contract documents?

B29 Because of unforeseen physical conditions?

B30 A significant departure from the original design which did not result from one of the above three causes?

B31 Did amended designs require revised drawings?

B32 Did the Engineer issue revised drawings for amended designs?

B33 Comments:

Extensions of Time

Yes

No

B34 Was the original contract period extended?

B35 Did you (the Contractor) claim an extension of time?

B36 Was the claim adequately supported?

Did the claim for extension of time arise from:

B37 A variation?

B38 Inclement weather?

B39 Unforeseeable circumstances?

B40 Other

B41 Comments:

Testing and As-builts

Yes

No

B42 Was the Engineer required to carry out or observe tests during the contract period?

B43 Did you experience any problems resulting from this requirement?

B44 Was the Engineer required to make as-built measurements during the contract period?

B45 Did you experience any problems resulting from this requirement?

B46 Comments:

Appendix 41

Draft Tender Advertisement

Date : _____ **Time**: _____

No. of pages (including this sheet):

TO: Utility Services Administration Coordinator
Fax: (04) 569 1625 / **Email:** Helen.rudman@huttcity.govt.nz

FROM: _____

SUBJECT: _____

Advertise via Tenderlink in		Day	Schedule
Dominion Post	Yes / No		
Hutt News	Yes / No		

HUTT CITY COUNCIL

HEADING (Contract Name)

Contract No:.....

Tenders are invited for:

(Project description here)

Contract documents will be available from _____ 200__, at the Hutt City Council's Customer Service Centre, Ground Floor, 30 Laings Road, Lower Hutt. A deposit of \$_____ is required for uplifting documents.

Tenders in sealed envelopes clearly marked "Contract No. _____ for _____" and addressed to the Chief Executive, close on _____ 200__ at _____ (time).

Rik Hart
CHIEF EXECUTIVE

*Copy: Customer Service Centre
Contract File (Records
PA to General Manager*

Appendix 42

Tender Opening Schedule

Contract No:..... for

Tenders closed at _____ on _____
(Time) *(Day and Date)*

Contract Manager's Estimate: \$ _____

Tenders Opened By: _____ and _____

at _____ on _____
(Time) *(Day and Date)*

No.	Name and Address of Tenderer	Amount of Tender	Amount of Deposit	Receipt No.	Finance
1					
2					
3					
4					
5					
6					
7					

Please mark late tenders with the time and date of receipt and rule line through spaces not used.



Appendix 43A

Tender Report

Date:...../...../.....

Name (*Client's Representative*)
Position
Hutt City Council
Private Bag 31 912
LOWER HUTT

Dear Sir

TENDER REPORT

Contract No..... for

Tender proposals were called by (*describe method*) and closed on 200.. sets of documents were uplifted.

Tender proposals were received as follows:

Tenderer	Amount Tendered (Excl.GST)
1.	\$.....
2.	\$.....
3.	\$.....
4.	\$.....
Contract Manager's Estimate	\$.....

Alternative Tenders:

.....

Tags:

.....

Tender Evaluation:

.....

.....

.....

.....



Finance:

Key Activity:..... Divisional Project No:..... No:.....

Sub Activity:.....Renewal :..... No.....

Budget Provision (Excl GST) Capital Works Only \$.....

Charge to:.....

Other Comments and Explanations

.....
.....
.....

Recommendation:

I recommend that the tender from

in the sum of \$.....(excl.GST) be accepted.

Signature:

Name:

Contract Manager



Appendix 43B

Tender Acceptance

...../...../.....

Name (*Contract Manager*)
Address

Dear Sir

TENDER ACCEPTANCE

Contract No:..... for

Acceptance:

On behalf of Council please accept the tender of
for Contract No..... for
in the sum of \$..... (excl GST).

Signature:

Name:

Position:

Client's Representative

cc General Manager
 Divisional Manager
 Asset Manager
 Hutt City Council – Corporate Information Records

Appendix 44

Contract Agreement

Contract No. _____ **for** _____

THIS AGREEMENT is made on _____

BETWEEN HUTT CITY COUNCIL (The Principal)

AND _____ (The Contractor)

IT IS AGREED as follows:

1. THE Contractor shall construct, complete, deliver and remedy defects in the works and things described in the Contract Documents.
2. THE Principal shall pay the Contractor the sum of \$..... or such greater or less sum as shall become payable under the Contract Documents together with Goods and Services Tax at the times and in the manner provided in the Contract Documents.
3. EACH party shall carry out and fulfil all other obligations imposed on that party by the Contract Documents.
4. THE Contract Documents are this Contract Agreement and the following which form part of this agreement:
 - (a) The Conditions of Tendering;
 - (b) Notices to tenderers (give details with dates)
 - (c) The Contractor's Tender;
 - (d) The notification of acceptance of tender
 - (e) The General Conditions of Contract NZS 3910:2003; (or NZS3915:2005, delete as applicable);
 - (f) The Special Conditions of Contract;
 - (g) The Specifications (as issued prior to the date of acceptance of tender)
 - (h) The Drawings (as issued prior to the date of acceptance of tender).
 - (i) The Schedule of Prices (delete if not applicable)
 - (j) The following additional documents (identify any additional documents to be included for example, agreed correspondence)



Signed on behalf of **The Hutt City Council**

by pursuant to
delegated Authority in the presence of: _____
for the Hutt City Council

Name: _____

Occupation _____

Signature _____

Address _____

If the Contractor is a registered company, the Contractor must execute this Agreement in accordance with the company's constitution.

Signed on behalf of _____ Ltd
(Contractor)

Director

Director

OR

Signed on behalf of the Contractor in
the presence of: _____
Contractor

Name: _____

Occupation _____

Signature _____

Address _____

Appendix 45

Contractor's Performance Bond

Contract No. _____ for _____

THIS DEED is made on

BY.....

of.....("The Contractor")

AND

of.....("The Surety")

IT IS MADE IN THE FOLLOWING CIRCUMSTANCES

- A. The Contractor has entered into an agreement with the Hutt City Council (the "Principal") to construct, complete, deliver and remedy defects in certain works described in the Contract Documents forming part of the agreement and to carry out and fulfil the obligations imposed on the Contractor by the Contract Documents.
- B. The Contract Documents require the Contractor to provide the Principal with security in the form of a bond to ensure performance of the Contractor's obligations under the Contract Documents.

BY THIS DEED

- 1. **THE** Contractor and Surety are jointly and severally held and bound to the Principal in the sum of \$..... and bind themselves, their successors and assigns jointly and severally for the payment of that sum.
- 2. **THE** Conditions of this Bond is that it shall be null and void if:
 - (a) The Contractor duly carried out and fulfils all the obligations imposed on the Contractor by the Contract Documents prior to the commencement of the Period of Defects Liability referred to in the Contract Documents; or
 - (b) The Contractor satisfies and discharges the damages sustained by the Principal in respect of all defaults by the Contractor up to the commencement of the Period of Defects Liability or the termination of the contract; or
 - (c) The Surety satisfies and discharges up to the amount of the bond the damages sustained by the Principal in respect of all defaults by the Contractor up to the commencement of the Period of Defects Liability or the termination of the contract; or
 - (d) A Practical Completion Certificate has been issued in respect of the Contract Works in accordance with Clause 10.4 of the General Conditions of Contract.

3. **EXCEPT** as provided in clause 2 above this bond shall be and remain in full force and effect.
4. **THE** Surety shall not be released from any liability under this Bond:
 - (a) By any alteration in the terms of the contract between the Principal and the Contractor;
 - (b) By an alteration in the extent or nature of the Contract Works to be completed, delivered and having defects remedied;
 - (c) By any allowance of time by the Principal or by the Engineer appointed by the Principal under the Contract Documents;
 - (d) By any forbearance or waiver by the Principal or by the Engineer in respect of any of the Contractor's obligations or in respect of any default on the part of the Contractor.
5. **THIS** bond shall be governed by New Zealand law.

THE COMMON SEAL of
was affixed in the presence of:

SIGNED by
in the presence of:

(Contractor)

THE COMMON SEAL of
was affixed in the presence of:

SIGNED by
in the presence of

(Surety)

NOTE: This bond must be executed by the Contractor and by the Surety in the manner required for execution of a deed. Any of these parties which is a company or body corporate must execute by affixing its seal, which must be attested in the manner provided in its articles of association or other constitution. Alternatively, a company may execute the bond by having it signed, under the name of the company, by two or more directors. If there is only one director, it is sufficient if the bond is signed under the name of the company by that director, but the signature must be witnessed. In the case of a party who is an individual, the party must sign and the signature must be witnessed by another person. The witness must not only sign but must also add his or her occupation and address.

Appendix 46(a)

Information as to Contract Works Insurance

Contract No. _____ for _____

To Whom it May Concern:

From:
(Name of insurance company)

.....
(Branch)

.....
(Address)

We confirm having effected contract works insurance for:

.....
(The Contractor)

THE HUTT CITY COUNCIL (The Principal)

In respect of:

.....
(Project Title)

8.1.2 The sums insured are:

(a) Contract Price	\$ _____	(plus GST)
(b) Costs of demolition	\$ _____	(plus GST)
(c) Professional fees	\$ _____	(plus GST)
(d) Value of items incorporated or to be incorporated	\$ _____	(plus GST)
(e) Increased construction costs	\$ _____	(plus GST)
TOTAL SUM INSURED	\$ _____	(plus GST)

The policy deductibles are:

Non earthquake	(GST inclusive)	\$ _____
Earthquake	(GST inclusive)	\$ _____
Other(name).....	(GST inclusive)	\$ _____

We advise the 'special' terms, copy attached, have been applied to this policy Yes/No

8.5.3, 8.8.4

Policy cover terms included are:

(a) Automatic reinstatement	Yes/No
(b) No cancellation for non-payment without prior notification	Yes/No
(c) Severally insured	Yes/No



- (d) No settlement delay due to exercise of subrogation Yes/No
- Project specific policy Yes/No
- 8.1.3 Construction period
Defects liability period
(both subject to alteration under construction contract)
Annual run-off policy Yes/No
- 8.1.5 Annual cut-off policy Yes/No
Policy expiry date

We undertake that this policy will not be cancelled or amended by us within the period of insurance without written advice to the insured party which has arranged the insurances.

The insurance issued is subject to the terms and conditions of the policy. We do not warrant that this policy complies with the requirements of NZS 3910:2003.

Insurance Company Stamp:..... Date:.....
(Or name of insurance broking company confirming cover)

SIGNED BY: _____

SIGNATORY TITLE: _____

(Clause numbers refer to NZS 3910:2003 and are for information only).

Appendix 46(b)

Information as to Public Liability Insurance

Contract No. _____ for _____

To Whom it May Concern:

From:
(Name of insurance company)

.....
(Branch)

.....
(Address)

We confirm having effected public liability insurance for:

.....
(The Contractor)

THE HUTT CITY COUNCIL (The Principal)

In respect of:

.....
(Project Title)

Annual policy: Yes/No Policy Expiry Date:.....

8.3.1 The limit of indemnity \$ _____ (plus GST)

Sub limit insured for vibration, removal or
weakening of support \$ _____ (plus GST)

Deductible is (GST inclusive) \$ _____

Deductible for vibration, removal or
weakening of support (GST inclusive) \$ _____

We advise that "additional" terms, copy attached,
have been specifically applied to this project Yes/No

The policy covers liability arising out of:

The ownership/use of construction machinery
not required to be registered for road use Yes/No

The use of hired plant Yes/No

The ownership/use of watercraft up to 8m Yes/No

The ownership/use of aircraft Yes/No

The use of explosives Yes/No



8.5.3, 8.8.4

Policy cover terms included are:

- | | |
|--|--------|
| (a) Automatic reinstatement | Yes/No |
| (b) No cancellation for non-payment without prior notification | Yes/No |
| (c) Severally insured | Yes/No |
| (d) No settlement delay due to exercise of subrogation | Yes/No |

We undertake that this policy will not be cancelled or amended by us within the period of insurance without written advice to the insured party which has arranged the insurances.

The insurance issued is subject to the terms and conditions of the policy. We do not warrant that this policy complies with the requirements of NZS 3910:2003.

Insurance Company Stamp:..... Date:.....
(Or name of insurance broking company confirming cover)

SIGNED BY: _____

SIGNATORY TITLE: _____

(Clause numbers refer to NZS 3910:2003 and are for information only).

Appendix 46(c)

Information as to the Contractor's Construction Machinery Insurance

Contract No. _____ for _____

To Whom it May Concern:

From:
(Name of insurance company)

.....
(Branch)

.....
(Address)

We confirm having effected construction machinery insurance for:

.....
The Contractor

In respect of:

.....
(Project Title)

Annual policy: Yes/No Policy Expiry Date:.....

8.2.1 The sums insured are:

Schedule of construction machinery attached \$ _____ (plus GST)

The policy deductible is (GST inclusive) \$ _____

We advise that "special" terms, copy attached,
have been specifically applied to this policy Yes/No

8.5.3 Policy cover terms included are:

(a) Automatic reinstatement Yes/No

(b) No cancellation for non-payment without
prior notification Yes/No

(d) No settlement delay due to exercise of subrogation Yes/No

We undertake that this policy will not be cancelled or amended by us within the period of insurance without written advice to the insured party which has arranged the insurances.

The insurance issued is subject to the terms and conditions of the policy. We do not warrant that this policy complies with the requirements of NZS 3910:2003.



Insurance Company Stamp:..... Date:.....

(Or name of insurance broking company confirming cover)

SIGNED BY: _____

SIGNATORY TITLE: _____

(Clause numbers refer to NZS 3910:2003 and are for information only).

Appendix 46(d)

Information as to the Contractor's Motor Vehicle Insurance

Contract No. _____ for _____

To Whom it May Concern:

From:
(Name of insurance company)

.....
(Branch)

.....
(Address)

We confirm having effected motor fleet insurance for:

.....
(The Contractor)

In respect of:

.....
(Project Title)

Annual policy: Yes/No Policy Expiry Date:.....

8.3.1 The sums insured are:

Section 2 – liability \$ _____ (plus GST)

The policy deductibles are:

Section 2 (GST inclusive) \$ _____

We advise that “special” terms, copy attached,
have been specifically applied to this policy Yes/No

8.5.3 Policy cover terms included are:

- (a) Automatic reinstatement Yes/No
- (b) No cancellation for non-payment without
prior notification Yes/No
- (d) No settlement delay due to exercise of subrogation Yes/No

We undertake that this policy will not be cancelled or amended by us within the period of insurance without written advice to the insured party which has arranged the insurances.

The insurance issued is subject to the terms and conditions of the policy. We do not warrant that this policy complies with the requirements of NZS 3910:2003.



Insurance Company Stamp:..... Date:.....

(Or name of insurance broking company confirming cover)

SIGNED BY: _____

SIGNATORY TITLE: _____

(Clause numbers refer to NZS 3910:2003 and are for information only).

Appendix 46(e)

Information as to the Contractor's Professional Indemnity Insurance

Contract No. _____ for _____

To Whom it May Concern:

From:
(Name of insurance company)

.....
(Branch)

.....
(Address)

We confirm having effected professional indemnity insurance for:

.....
(The Contractor)

In respect of:

.....
(Project Title)

Annual policy: Yes/No Policy Expiry Date:.....

8.4.1 The limit of indemnity \$ _____ (plus GST)

Deductible (GST inclusive) \$ _____

The policy covers:

 The number of automatic reinstatements

We advise that "special" terms, copy attached,
have been specifically applied to this policy Yes/No

We undertake that this policy will not be cancelled or amended by us within the period of insurance without written advice to the insured party which has arranged the insurances.

The insurance issued is subject to the terms and conditions of the policy. We do not warrant that this policy complies with the requirements of NZS 3910:2003.



Insurance Company Stamp:..... Date:.....

(Or name of insurance broking company confirming cover)

SIGNED BY: _____

SIGNATORY TITLE: _____

(Clause numbers refer to NZS 3910:2003 and are for information only).

Appendix 47

Traffic Management Plan

To be completed and submitted with attached diagrams to HCC Utility Services, Road Asset Engineer.

TMP Reference Number _____

Contractor:		Client:		
Contract Name:/No:				
Location(Street Name)	From (Street No./Name)	To (Street No./Name)	Road Level	Standard Speed Limit
Description of Activity:				
Work Programme				
Permissible Working Hours		(As per "Working in Hutt City Roads" or Scheme Approval No. 2/_____/_____)		
Contractor's Proposed Working Hours				
Traffic Details <i>(Refer "Working in Hutt City Roads" to determine CBD, Major or Minor Distributor Streets, Side Roads etc).</i>		Roading Hierarchy	AADT	
Proposed Traffic Management Method <i>(Includes pedestrian traffic control and direction measures - if applicable)</i>		Active		
		Unattended		
		Night		

Proposed Speed Restrictions Within Work Site	Active/Workmen on Site	Unattended/Night
Positive Traffic Management Measures		
Contingency Plans		
Public Notification		
Personnel Safety		
On-site Monitoring		
Other Information (e.g. This TMP is submitted in association with works relating to scheme alignment approval no..... or RWN No.....?)		
Layout Diagrams		
Traffic Controllers (include a copy of training certificate or warrant)	<i>Name (STMS)</i>	<i>Phone (24 Hours)</i>
	<i>Name (TC)</i>	
Prepared By:	<i>For Contractor</i>	<i>Date:</i>
Approved By/Amendments Required/Amendments Approved	<i>For Consultant/Client</i>	<i>Date:</i>
Received and filed by: (R.C.A.)	<i>For HCC Utiliy Services</i>	<i>Date:</i>



Appendix 48

Instruction/Variation Price Request/Variation Order

Contract No: _____ for _____

✓		<i>Number</i>	<i>Authorised By</i>	<i>Date</i>
<input type="checkbox"/>	<i>General Communication</i>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<i>Contract Instruction</i>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<i>Variation Price Request</i>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<i>Variation Order</i>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Note: Services subject to VPR must have the Contractor's price returned and approved by the Engineer as a VO prior to work commencing.

Fax To:

Copied to:

Fax No:

Client's Representative:

E-mail:

Attention:

From:

Date:

No. of pages (incl. this page):

Detail:

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

(Engineer to the Contract)



Appendix 49

Buyer Created Tax Invoice for Maintenance Contracts

THE HUTT CITY COUNCIL

Private Bag 31912, Lower Hutt

TAX INVOICE: BUYER CREATED TAX INVOICE (IRD APPROVED)

INVOICE NO;

Contractors GST Registration No.

HCC GST Registration No: 52-097-053

CONTRACT:

CONTRACT NO:

CONTRACTOR;

ADDRESS;

PROGRESS PAYMENT NO;

DATE

To value of work completed and materials on site as shown on attached schedule		\$	-
LESS	Liquidated Damages		<u>\$0.00</u>
LESS	Retention Money	0.00	<u>\$0.00</u>
	Previous Retentions excl GST	\$	
	New Retentions this payment excl GST	\$0.00	\$0.00
	Total Retentions this payment excl GST	\$0.00	\$0.00
LESS	Progress Payment Nos.		<u>\$0.00</u>
			<u>\$0.00</u>
PLUS	GST 12.5%		<u>\$0.00</u>
			<u>\$0.00</u>
TOTAL AMOUNT PAYABLE TO CONTRACTOR			\$0.00

DUE DATE FOR PAYMENT

CERTIFICATION FOR PAYMENT:

In terms of NZS3910:1998 Clause 12.2 we certify that the above payment is due to the Contractor

Name
Title

Name
Title

Date



CONTRACT PAYMENT VOUCHER

INVOICE NO: 0

CONTRACTOR: 0

VENDOR NO:

CONTRACTORS GST NO: 0

DUE DATE FOR PAYMENT: 0

NARRATION:

(30 characters max) 0

PAYMENT DETAILS::

Description	Debit Account	Acc.Payable Excl. GST	Retention Holding Acc.	TOTAL PAYABLE Incl. GST
-------------	---------------	--------------------------	---------------------------	-------------------------------

\$ - \$ - \$ -

ACCOUNTS PAYABLE \$ - \$ - \$ -

PLUS PREVIOUS RETENTIONS (GST INC) _____

LESS RELEASED RETENTIONS (GST INC) _____

\$ -

TOTAL RETENTIONS HELD(GST INC)

RETENTION RELEASE DATE

APPROVED FOR PAYMENT:

AUTHORISED FOR PAYMENT

Name: _____

Title: _____

Name: _____

Title: _____

ID _____



Appendix 49

Buyer Created Tax Invoice for Projects

INVOICE NO;
Contractors GST Registration No. HCC GST Registration No: 52-097-053

CONTRACT:
CONTRACT NO:

CONTRACTOR;
ADDRESS;

PROGRESS PAYMENT NO; DATE

To value of work completed and materials on site as shown on attached schedule	\$	-
LESS Liquidated Damages		\$0.00
		<hr/>
LESS 10% Retention Money		\$0.00
		<hr/>
RETENTIONS (NET OF GST)		
Previous Retentions	\$	
Retentions this payment	\$0.00	\$0.00
Total Retentions this payment excl GST	\$0.00	
Less Retentions Held	\$0.00	
		<hr/>
LESS Progress Payment Nos.		\$0.00
		<hr/>
PLUS GST 12.5%		\$0.00
		<hr/>
TOTAL AMOUNT PAYABLE TO CONTRACTOR		\$0.00

DUE DATE FOR PAYMENT

CERTIFICATION FOR PAYMENT:

In terms of NZS3910:1998 Clause 12.2 we certify that the above payment is due to the Contractor

Name
Designation
Company
Date

Name
Designation
Company
Date



CONTRACTOR: 0

VENDOR NO:

CONTRACTORS GST NO: 0

DUE DATE FOR PAYMENT: 0

NARRATION:
(30 characters max) 0

PAYMENT DETAILS:: Amount Payable (Excluding released retentions) Debit Account (All 3 amounts include GST)	<i>Finance Use Only</i>			
	<i>Payment incl. GST & excludes retentions</i>	<i>Retentions incl. GST</i>		<i>Project Mgmt Use</i>
	Accounts Payable	Retention Holding Acc.	Total Payable (incl GST)	Total Payable excl GST
TOTALS	\$	\$	\$	\$
	<i>Amount payable to Contractor immediately</i>			

FINAL PAYMENT DETAILS

Plus Previous Retentions	\$	(incl GST)
Less Released Retentions	\$	(incl GST)
TOTAL RETENTIONS	\$	(incl GST)
Any additional work (Transferred from "Amount Payable" above)	\$	(incl GST)
FINAL PAYMENT (Only made with release of remaining retentions and any additional work as applicable).	\$	Refer page 1)

Retention Release Date: _____

APPROVED FOR PAYMENT: _____ AUTHORIZED FOR PAYMENT _____

Name: _____
Title: _____
Hutt City Council

Name: _____
Title: _____
ID _____
Hutt City Council



Appendix 50

Certificate of Practical Completion

PRINCIPAL **Hutt City Council**
Private Bag 31 912
Lower Hutt

CONTRACT: Contract No:..... for

.....

.....

CONTRACTOR

.....

.....

The Contract Works have been completed to Practical Completion as defined by Clause 10.4 of NZS 3910:2003. This is effective from (*time*) on(*date*) and the defects liability period commences from that date.

The Period of Defects Liability is months and will end on

The Contractor's remaining obligations include the following items:

1.
- (3)

As the Certificate of Practical Completion has been issued, the Principal is now required to release the bond for this contract.

Signed.....
(*Engineer to the Contract*)

Date:...../...../.....

Appendix 51

Consultant's Evaluation of Contractor's Performance

Civil Engineer Construction, Operation and Maintenance Contracts.

Contract No: _____ for _____

Upon completion, this evaluation must be sent to the Hutt City Council. The purpose of this evaluation is to provide Hutt City Council as the Contract Principal with information which may lead to improvements in the management of future contracts. This evaluation should be undertaken from a partnering and not an adversarial perspective.

Upon receipt of this evaluation (and after receipt of the Contractor's evaluation of the Consultant) the Principal will send a copy to the Contractor. The Principal may at its discretion convene a short meeting of the Principal, the Contractor and the Consultant to discuss any issues and make any recommendations to improve future performance.

Alternatively, the Consultant or Contractor may:

- *request such a meeting to discuss the evaluation(s). This meeting will be held at the discretion of the Principal; or*
- *independently discuss an evaluation with either of the other parties.*

D. CONSTRUCTION PHASE

Comments under this section relate to the period from the date on which the Contractor becomes entitled to possession of the site until the time of Practical Completion.

Please tick appropriate box.

Existing Services (including health and safety issues)

Were minimum requirements for the Contractor's:		Exceeded?	Met?	Not met?
D1	Liaison with service authorities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D2	Location and protection of services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D3	Comments:	_____		

Health and Safety, Environmental Management and Quality Management

		Yes	No	N/A
D4	Was the Contractor required to submit management plans for:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(i) Health and Safety	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(ii) Traffic Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(iii) Environmental Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(iv) Quality Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D5	Did the Contractor comply with the requirements of the traffic management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(i) Health and Safety	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(ii) Traffic Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(iii) Environmental Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(iv) Quality Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D6	Comments:	<hr/>		

Contractor Specific Health and Safety

D7	Were the Contractor's first-aid resources available on-site adequate?	Yes	No	
		<input type="checkbox"/>	<input type="checkbox"/>	
D8	Were the Contractor's emergency plans, procedures and resources available on-site adequate?	<input type="checkbox"/>	<input type="checkbox"/>	
D9	Comments:	<hr/>		
D10	Were the minimum requirements for safety of the public exceeded?	Exceeded	Met	Not Met
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D11	Were there any special contract requirements relating to the safety of the public? (e.g. Temporary Traffic Management, Safe egress)	Yes	No	
		<input type="checkbox"/>	<input type="checkbox"/>	
D12	Comments:	<hr/>		

		Yes	No
D13	Where Health and Safety incidents or Environmental Management Plan breaches occurred, were these adequately investigated and the results recorded?	<input type="checkbox"/>	<input type="checkbox"/>
D14	Were there any (health and safety) serious harm incidents?	<input type="checkbox"/>	<input type="checkbox"/>
D15	Were they reported as required?	<input type="checkbox"/>	<input type="checkbox"/>
D16	Comments:		

		Yes	No
D17	Were any written notices of breach of the Health and Safety requirements issued?	<input type="checkbox"/>	<input type="checkbox"/>
D18	Comments:		

		Good?	Average?	Poor?
D19	Was the attitude of the Contractor's staff to :			
	(i) Health and Safety	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(ii) Environmental management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(iii) Quality management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Exceeded?	Met?	Not Met?
D20	Were the minimum requirements of the Management Plans			
	(i) Health and Safety	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(ii) Environmental management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(iii) Quality management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D21	Comments:			

Public Liaison

		Yes	No	
D22	Were there any special contract requirements relating to liaison with the public?	<input type="checkbox"/>	<input type="checkbox"/>	
		Exceeded?	Met?	Not Met?
D23	Were minimum requirements for the Contractor's public relations:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D24 Comments:

Resources

D25	Were the Contractor's resources available on-site adequate?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Were the minimum requirements for:	Exceeded?	Met? Not Met?
D26	The performance of the site foreman:	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
D27	The performance of the other staff:	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
D28	Setting out:	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
D29	The Contractor's Representative's understanding of the obligations set out in the Contract documents (ie plans, specifications, special conditions, NZS 3910)	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
D30	The standard of paperwork, communication, claims for payment, etc.	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
D31	Comments:	<hr/>	

Problem Solving

		Yes	No
D32	Did any problems arise?	<input type="checkbox"/>	<input type="checkbox"/>
	If so, did the Contractor co-operate in solving problems by:		
D33	Offering suggestions/providing input to resolution?	<input type="checkbox"/>	<input type="checkbox"/>
D34	Listening to the Engineer?	<input type="checkbox"/>	<input type="checkbox"/>
D35	Resolving differences?	<input type="checkbox"/>	<input type="checkbox"/>
D36	Acting on instructions of Engineer?	<input type="checkbox"/>	<input type="checkbox"/>
D37	Comments:	<hr/>	

Variations

D38	Were any Contractor's claims for a variation rejected?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
-----	--	--	---------------------------------------

D39	Were the Contractor's claims accurate and adequately supported?	<input type="checkbox"/>	<input type="checkbox"/>
D40	Were differences resolved co-operatively?	<input type="checkbox"/>	<input type="checkbox"/>
D41	Comments:	<hr/>	

Contract Period		Yes	No
D42	Did the Contractor commence work within the required time?	<input type="checkbox"/>	<input type="checkbox"/>
D43	Was the contract period extended?	<input type="checkbox"/>	<input type="checkbox"/>
D44	Did the Contractor claim time extensions?	<input type="checkbox"/>	<input type="checkbox"/>
	Did time extensions originate from:		
D45	Variations?	<input type="checkbox"/>	<input type="checkbox"/>
D46	Inclement weather?	<input type="checkbox"/>	<input type="checkbox"/>
D47	Unforeseen circumstances?	<input type="checkbox"/>	<input type="checkbox"/>
D48	Other?	<input type="checkbox"/>	<input type="checkbox"/>
D49	Was the Practical Completion achieved prior to the original Due Date for Completion?	<input type="checkbox"/>	<input type="checkbox"/>
D50	Was the Practical Completion achieved prior to the adjusted date for completion (allowing for approved time extensions)	<input type="checkbox"/>	<input type="checkbox"/>
D50(a)	Comments:	<hr/>	

Testing and As-builts

D51	Was the Contractor required to carry out tests during the contract period?	Yes	No
		<input type="checkbox"/>	<input type="checkbox"/>
D52	Were the minimum requirements for the tests?	Exceeded?	Met? Not Met?
		<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
D53	Was the Contractor required to provide as-built data in terms of the contract?	Yes	No
		<input type="checkbox"/>	<input type="checkbox"/>

D54	Were the minimum requirements for presentation of the as-built data:	Exceeded? <input type="checkbox"/>	Met? <input type="checkbox"/>	Not Met? <input type="checkbox"/>
-----	--	--	---	---

D55 Comments:

General

D56	Were the standards required for the Contract Works to meet the design/specification	Exceeded? <input type="checkbox"/>	Met? <input type="checkbox"/>	Not Met? <input type="checkbox"/>
-----	---	--	---	---

D57	Was the Consultant's involvement/administration time greater than anticipated?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
-----	--	--	---------------------------------------

D58 Comments:



Appendix 52

Defects Liability Certificate

PRINCIPAL

Hutt City Council
Private Bag 31 912
Lower Hutt

CONTRACT:

Contract No:..... for
.....
.....

CONTRACTOR

.....
.....
.....

The Period of Defects Liability for the above contract expired on
.....

This certificate is issued in terms of Clause 11.3 of NZS 3910:2003

Signed.....
(Engineer to the Contract)

Date:...../...../.....

Appendix 53

Buyer Created Tax Invoice – Final Payment Certificate

INVOICE NO;

Contractors GST Registration No.

HCC GST Registration No: 52-097-053

CONTRACT:

CONTRACT NO:

CONTRACTOR:

ADDRESS:

FINAL PAYMENT CERTIFICATE

DATE

To value of work completed and materials on site as shown on attached schedule	\$	-
		\$0.00
LESS 10% Retention Money		\$0.00
RETENTIONS (NET OF GST) Previous Retentions \$ Retentions this payment \$0.00 Total Retentions this payment excl GST \$0.00 Less Retentions Held \$0.00		
		\$0.00
LESS Progress Payment Nos.		\$0.00
		\$0.00
PLUS GST 12.5%		\$0.00
		\$0.00
TOTAL AMOUNT PAYABLE TO CONTRACTOR		\$0.00

DUE DATE FOR PAYMENT

CERTIFICATION FOR PAYMENT:

In terms of NZS3910:2003 Clause 12.4 we certify that the above payment is due to the Contractor

Name
Designation
Company
Date

Name
Designation
Company
Date



CONTRACTOR: 0

VENDOR NO:

CONTRACTORS GST NO: 0

DUE DATE FOR PAYMENT: 0

NARRATION:
(30 characters max) 0

PAYMENT DETAILS:: Amount Payable (Excluding released retentions) Debit Account (All 3 amounts include GST)	<i>Finance Use Only</i>			
	<i>Payment incl. GST & excludes retentions</i>	<i>Retentions incl. GST</i>		<i>Project Mgmt Use</i>
	Accounts Payable	Retention Holding Acc.	Total Payable (incl GST)	Total Payable excl GST
TOTALS	\$	\$	\$	\$
	<i>Amount payable to Contractor immediately</i>			

FINAL PAYMENT DETAILS

Plus Previous Retentions	\$	(incl GST)
Less Released Retentions	\$	(incl GST)
TOTAL RETENTIONS	\$	(incl GST)
Any additional work (Transferred from "Amount Payable" above)	\$	(incl GST)
FINAL PAYMENT (Only made with release of remaining retentions and any additional work as applicable).	\$	Refer page 1)

Retention Release Date: _____

APPROVED FOR PAYMENT:

AUTHORISED FOR PAYMENT

Name: _____
Title: _____
Hutt City Council

Name: _____
Title: _____
ID _____
Hutt City Council

Appendix 54

Consultant's Evaluation of Contractor's Performance

Civil Engineering Construction, Operation and Maintenance Contracts.

Contract No: _____ for _____

Upon completion, this evaluation must be sent to the Hutt City Council. The purpose of this evaluation is to provide Hutt City Council as the Contract Principal with information which may lead to improvements in the management of future contracts. This evaluation should be undertaken from a partnering and not an adversarial perspective.

Upon receipt of this evaluation (and after receipt of the Contractor's evaluation of the Consultant) the Principal will send a copy to the Contractor. The Principal may at its discretion convene a short meeting of the Principal, the Contractor and the Consultant to discuss any issues and make any recommendations to improve future performance.

Alternatively, the Consultant or Contractor may:

- request such a meeting to discuss the evaluation(s). This meeting will be held at the discretion of the Principal; or*
- independently discuss an evaluation with either of the other parties.*

F. DEFECTS LIABILITY PHASE

Comments under this section relate to the period from the time of Practical Completion until the issue of the Defects Liability Certificate and the Final Payment Certificate.

Please tick appropriate box.

Remedial Works

		Yes	No
F1	Were remedial works completed prior to the expiry of the defects liability period?	<input type="checkbox"/>	<input type="checkbox"/>
F2	Was there an appropriate response to attending to defects during the defects liability period?	<input type="checkbox"/>	<input type="checkbox"/>

Final Claim

Did the Contractor:

		Yes	No
F3	Submit a Final Claim in a timely manner?	<input type="checkbox"/>	<input type="checkbox"/>
F4	Co-operate in resolving any outstanding issues relating to the issue of the Final Payment Certificate?	<input type="checkbox"/>	<input type="checkbox"/>

F5 Comments:

F GENERAL COMMENTS

Contractor: _____

Date: _____

Contact person for review _____

Telephone: _____

Appendix 55

Standard Specifications

INDEX

Spec No.	Title
Spec 1	“Working in Hutt City Roads” Spec (Issue 1 February 98)
Spec 2	The Construction of Asphaltic Concrete Footpaths
Spec 3	Laying Concrete Footpaths, Vehicle Crossings and/or Kerb and Channel
Spec 4	For Lime Stabilising Existing Pavements
Spec 5	For Underground Water Lines
Spec 6	Not Allocated
Spec 7	For Two Coat Resealing
Spec 8	For Asphaltic Concrete Overlay of Footpaths
Spec 9	For Drainlayer
Spec 10	For Concrete and Mortar Mixed on Site
Spec 11	For First Coat Sealing on Basecourse Construction
Spec 12	For Single Coat Resealing
Spec 13	For Two Coat sealing on Basecourse Construction
Spec 14	For Installation of Concrete Motorcrossings and Associated Work
Spec 15	For the Construction of Watermains
Spec 16	For the Construction of Streets
Spec 17	For Construction of Sanitary Sewers and Stormwater Drains
Spec 18	For Undergrounding Work (Power Direct)
Spec 19	Part 1: Work on Orders Contract for Traffic Sign Erection & Maintenance
Spec 20	For Weedspraying
Spec 21	For Locating, Assessment, Programming and Documentation of Works
Spec 22	For Pre-seal Preparation
Spec 23	For Streetlighting Upgrade
Spec 24	For As-Built Plans
Spec 25	For Traffic Signal Maintenance
Spec 26	For Installation of Detector Loops