

CONTRACTS MANUAL

**APPENDICES
To
PART TWO**

PROFESSIONAL SERVICES CONTRACTS

APPENDICES TO PART TWO

Each appendix listed below is a sample of a standard document used for Hutt City Council Professional Services Contracts.

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Appendix 01

Checklist – Contract Administration

Contract No:..... for

To be completed by Project Manager

Delete items that are not applicable to this contract.

Action	Date	Initial
Project proposal circulated to: Utility Services Capacity (Wellington Water Services) Other Council Sections (Specify)		
RFT documents complete as per Appendix 02		
Tender advertisement		
Customer Service Centre Advised		
Tender evaluation and report with recommendations		
Letter of acceptance to successful tenderer (Utility Services Division Services Coordinating Engineer notified of successful tender/appointment of Consultant)		
Letters to unsuccessful tenderers		
Utility Services Division Road and Traffic Asset Manager notified of successful tenderer/appointment of consultant for projects within legal road corridor (for services coordination purposes).		
Evidence of insurance		
Contract documents completed and filed		
Project Manager’s file amalgamated with Client’s Set		

Appendix 02

Checklist – RFT Documentation

Contract No:..... for

Delete items that are not applicable to this contract.

Document	Date	Initial
List of contents of RFT documents		
The Professional Services Conditions		
Conditions of Tendering		
Form of Tender Proposal		
Schedule of Fees and Prices		
Special Conditions		
Health and Safety Documentation (required by Hutt City Council Specification 31/Specification 32).		
Schedule of Deliverables/Programme		
Design Brief Specification		
Standard Specifications (List here when applicable)		
Drawings and other Client inputs		
Health and Safety Certification by tenderer		

Appendix 03

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

Contract No:..... for

Delete items that are not applicable to this contract.

Document	Date	Initial
List of contents of RFT documents		
The Professional Services Conditions		
Conditions of Tendering		
Form of Tender Proposal		
Special Conditions		
Schedule of Deliverables		
Design Brief Specification		
Standard Specifications, Drawings and other Client inputs if applicable		
Newspaper Advertisement		
Notice to Tenderers		
Tender Opening Schedule		
Tender Report including recommendation from Project Manager		
The Consultant's Tender Proposal		
Letters to successful and unsuccessful tenderers		
Health and safety documentation		
Evidence of insurance		
Copies of Variation Orders		
All progress payment certificates		
Any correspondence between Council and others		
Copies of correspondence copies to Council		
At completion of the contract relevant documentation from Project Manager's file.		

Appendix 04

Conditions of Tendering

1. Ownership of Documents

The Request for Tender (RFT) documents are the property of the Hutt City Council and may not be copied or reproduced in any way (other than for the purposes of preparing and submitting a tender) without the prior written approval of the Council.

The tenders submitted to the Hutt City Council in response to this RFT shall be retained by the Council.

2. Tenderers Investigations

Tendering consultants must examine this RFT themselves, and make all other investigations each considers necessary (including as to information provided by Hutt City Council in relation to this RFT) before submitting their tender proposals.

Hutt City Council accepts no responsibility for any error or misdescription in this RFT, or any associated documents.

3. Information Complete and Accurate

By submitting a tender proposal the tenderer warrants that all information provided to the Hutt City Council or the Project Manager, in or in relation to that tender is complete and accurate in all material respects. The tenderer also warrants to Hutt City Council that the provision of that information to Council, and the use of it by Council for the evaluation of that tender, and for the negotiation of any resulting contract, will not breach any third party intellectual property rights.

4. Submission of Tender Proposals

Tender proposals must be submitted by noon on the day of Tender proposals shall be enclosed in a sealed envelope addressed to “The Chief Executive, Hutt City Council, Private Bag 31 912, Lower Hutt”. Tender proposals may be posted or, if delivered, handed in at the Customer Service Centre, 30 Laings Road, Lower Hutt. The envelope shall be marked on the outside top left-hand corner “Tender Proposal for Contract No..... for”.

Faxed tenders will be acceptable provided that the total tender proposal is included.

Tenderers shall submit their signed tender proposal on the form included in the Tender Documents.

5. Errors and Omissions in Tender Proposals

Hutt City Council is under no obligation to check any tender for errors. Acceptance of a tender that contains errors will not invalidate the contract formed by that acceptance.

If the Hutt City Council's Project Manager/Tender Evaluation team discover errors and/or omissions in any tender proposal prior to award of the contract, the HCC Project Manager will notify that Tenderer as soon as practicable and where, in the Project Manager's opinion, the error and/or omission is an obvious error, and the correction of that error does not involve recalculation of any rates submitted in the tender or repricing or other material change to the tender then the Project Manager may amend the error and invite the tenderer to confirm that its tender remains open for acceptance as amended. Unless the tenderer confirms its tender as amended, the tender shall be deemed to be withdrawn.

Where any error and/or omission if corrected would result in the recalculation of any rates or repricing or other material change, then the Project Manager shall not make any changes to the tender and shall invite the tenderer to confirm that its tender remains open for acceptance unaltered. Unless the tenderer confirms its tender unaltered, it shall be deemed to be withdrawn.

6. Acceptance of Tender

6.1 Tender proposals from tenderers who do not meet the requirements of the Hutt City Council's Health and Safety Specification Numbers 31 and 32 will not be evaluated or be eligible for acceptance.

6.2 Tender proposals shall be evaluated in accordance with(set out full details) e.g. Transfund Price/Quality Method.

6.3 The tender proposal with the highest overall index or lowest adjusted price from the evaluation process or any tender proposal will not necessarily be accepted.

- 6.4 The criteria and conduct of the tender evaluation will be at the Client's sole discretion. No correspondence on this matter will be entered into with any tenderer.
- 6.5 The successful tenderer shall be notified in writing by the Client or their agent that their tender has been accepted.
- 6.6 Unsuccessful tenderers shall be notified in writing that their tenders have not been successful (where practicable this will occur within 10 days of acceptance).
- 6.7 All notices will be forwarded to the address provided by tenderers in their tender.
- 6.8 All tenderers shall be provided with a summary of the tender evaluation and recommendation, but notification shall not extend to cover disclosure of the details of the tenders or the details of how the evaluation was arrived at.

7. Hutt City Council Reserves The Right To:

- 7.1 Reject all or any tenders and not award and to not accept the lowest tender.
- 7.2 Re-advertise for tender or revisit any prior Request for Expression of Interest process.
- 7.3 Waive any irregularities or informalities in the tendering process.
- 7.4 Amend the closing date, the acceptance date or any other date in the tender documents.
- 7.5 Amend the RFT, or any associated documents, by the issue of a written amendment notice.
- 7.6 Seek clarification of any tender.
- 7.7 Suspend or cancel (in the whole or in part), the tender process.
- 7.8 Meet with any tenderer before and/or after tender close and prior to award of the contract.
- 7.9 Consider or reject any alternative tender, at Council's sole discretion.

8. Execution of Contracts

Upon the acceptance by Hutt City Council of the successful tenderer's tender (if any), a contract shall be formed between Council and the successful tenderer on the basis of the tender documents including all changes that have been agreed by both parties. The successful tenderer will be required to execute a contract on this basis.

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).

9. Costs

The tenderer must meet all costs of preparing and submitting a tender proposal, including, but not limited to:

- Any communications or negotiations with the Hutt City Council.
- Any meetings, presentations or interviews with the Hutt City Council.
- Any site inspections.

10. Governing Law

This RFT is governed by New Zealand law. The New Zealand courts have non-exclusive jurisdiction as to all matters relating to this RFT.

11. Liability Limitation

The Hutt City Council and its agents or advisors will not be liable in contract or tort or in any other way for any direct or indirect damage, loss or cost incurred by any tenderer or other person in respect of this RFT process.



Appendix 05

Form Of Tender Proposal – Professional Services Contract

Contract No:..... for

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

I/We hereby tender our proposal for the above contract in accordance with the Request for Tender, the Conditions of Contract for Consultancy Services, the Special Conditions, the Design Brief Specification and other client inputs for the sum of:

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

Annexed hereto are our Schedule of Fees, our Schedule of Deliverables and the other information set out in the Request for Tender which is required to be included with this tender.

Dated this day of20.....

Tenderer's Signature Designation.....

Consultant's Name:.....

Address:

.....
.

Contact Telephone (Day)..... Fax.....

(Night)..... Email.....

Appendix 06

Special Conditions

Contract No:..... for

The General Conditions of Contract are the Conditions of Contract for Consultancy Services. Clause numbers refer to General Conditions.

5.1 Payment Timing

Invoices for fees shall be submitted at the completion of the project. Payment shall be made by the 20th day of the following month;

or

Invoices for fees may be submitted on a monthly progress payment basis. Invoices must be received by the Client no later than the fifth working day of the month for payment by the 20th day of that month;

or

Invoices for fees shall be submitted upon completion of the milestones in accordance with the Consultant's Tender Proposal. Payments will be made by the 20th day of the following month.

6.2 Limitation of Liability

The maximum amount payable shall be the greater of five times the fee or \$200,000.

6.3 Duration of Liability

The duration of liability shall be two years.

6.5 Insurance

The amount of public liability insurance required is \$1,000,000.00.

9.4 Copyright of Documents

Add the following at the end of the sentence: "and for the purpose of maintenance, understanding and asset valuation".

12.7 For the purpose of service of notices, the postal address of the Client is:

Private Bag 31 912
LOWER HUTT

Fax No:.....

Appendix 07

Sample Price Schedule

Contract No: **AD16.....** for
2000_ to 2000_ Maintenance Resurfacing, Rehabilitation & Area Wide Pavement Treatment – Professional Services Contract

All services associated with:

200a/2000b Season

1. Validation for 200b/200c season/DRP Report	L\$
2. Investigation and Design Resealing (Typically 150 sites)	L\$
3. Investigation, Design & Justification – Rehab (Typically 10 sites)	L\$
4. Investigation, Design & Justification – AWPT (Typically 10 sites)	L\$
5. On-site Testing	P\$ 10,000
6. Documentation and Tendering	L\$
7. Management, Supervision & Quality Control (Typically 170 sites)	\$
8. Construction Report and RAMM Updating	L\$
Total for 200a/200b Season (excluding GST)	\$

200b/200c Season

9. Validation for 200c/200d season/DRP Report	L\$
10. Investigation and Design Resealing (Typically 150 sites)	L\$
11. Investigation, Design & Justification – Rehab (Typically 10 sites)	L\$
12. Investigation, Design & Justification – AWPT (Typically 10 sites)	L\$
13. On-site Testing	P\$ 10,000
14. Documentation and Tendering	L\$
15. Management, Supervision & Quality Control (Typically 170 sites)	\$
16. Construction Report and RAMM Updating	L\$
Total for 200b/200c Season (excluding GST)	\$

TOTAL TENDERED PRICE (GST Exclusive) **\$**

In addition the Consultant shall provide day rates for the following personnel and items.

17. Provisional Items

17.1	Pavement Strengthening Design	\$ _____ per hour
17.2	Pavement Strengthening Supervision	\$ _____ per hour
17.3	Roughness Measurement Auditing with hand cart, or similar device, including labour	\$ _____ per metre
17.4	Consultation with affected landowners/businesses: Project Engineer	\$ _____ per hour
17.5	Team Leader	\$ _____ per hour
17.6	Key Personnel (detail)	\$ _____ per hour

Tenderer's Name _____

Tenderer's Signature _____

Note: All rates exclude GST.

Appendix 08

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: _____

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 _____ 2006, 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 09

Tender Opening Schedule

Contract No:..... for

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

Project 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 10

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.	\$.....
Project 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:

Project Manager

Appendix 11

Tender Acceptance

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

Name (*Project Manager*)
Address

Dear Sir

TENDER ACCEPTANCE

Contract No:..... for

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 City Services
 Divisional Manager
 Asset Manager
 Hutt City Council – Corporate Information Records



Appendix 12

Certificate as to Consultant's Insurances

Re: Contract No:..... for

Client: The Hutt City Council

Consultant:
(Insert name of consultant)

From:
(Insert name of insurer or broker giving the certificate)

WE CERTIFY that we have issued/arranged (delete whichever does not apply) insurance cover with the following insurers for the purpose of the above contract, in accordance with the requirements of the Conditions of Contract for Consultancy Services and the Special Conditions.

Type of Insurance	Insurer
Professional Indemnity
Public Liability

Signed on behalf of:
(Name of insurer or broker giving the certificate)

by

Signatory's Title

Date:

Note: If one insurance company or one insurance broker is giving the certificate for both the insurances then one certificate can be issued. Where there is more than one certifier, an additional certificate shall be issued so that both types of insurances are certified.

Appendix 13

Form of Agreement for Engagement of Consultant

Contract No:..... for

This **AGREEMENT** is made on the _____ day of _____ 20____

BETWEEN Hutt City Council, of 30 Laings Road, Lower Hutt (“the Client”)

AND _____

of _____
 (“the Consultant”)

THE Client engages the Consultant to provide the professional services set out in Appendix A and agrees to pay the Consultant as described in Appendix B and to undertake its other obligations set out in this Agreement.

THE Consultant agrees to perform the services on the terms of this Agreement.

The following documents shall form the Agreement:

- Form of Agreement for Engagement of Consultant
- Conditions of Tendering
- General Conditions of Contract for Consulting Services
- Appendix A: Scope of Services
- Appendix B: Fees, Expenses and Payment
- Appendix C: Client’s Representative
- Appendix D: Consultant’s Key Personnel
- Appendix E: Sub-consultants
- Appendix F: Other Consultants, other Consultant’s insurance, personnel, equipment, facilities and information supplied by the Client.
- The Special Conditions
- Additional documents specified in the Special Conditions.

SIGNED for the Client by:

SIGNED for the Consultant by:

Signature

Signature

Name *Position*

Name *Position*

In the presence of:

In the presence of:

Signature of Witness

Signature of Witness

Name of Witness

Name of Witness

(NB: This document should be signed by an authorised person. Signatures should be witnessed)