

Contract for Services

Contract Details



Coastal Science and Engineering Services- Takutai Kāpiti (Reference: Ref: 2020/ C340)

The Parties

The Buyer:

Kapiti Coast District Council
NZBN 9429041907375
175 Rimu Road, Paraparaumu 5254, New Zealand

and

The Supplier:

Jacobs New Zealand Ltd
NZBN 9429037904685
Level 12, 55 Shortland Street, Auckland 1010, New Zealand

The Contract

Agreement

The Buyer appoints the Supplier to deliver the Services described in this Contract and the Supplier accepts that appointment. This Contract sets out the Parties' rights and obligations.

Parts of this Contract

The documents forming this Contract are:

1. **Contract Details:** This section
2. **Schedule 1:** Description of Services
3. **Schedule 2:** Standard Terms and Conditions GMC Form 2 SERVICES | Schedule 2 (3rd Edition) available at: www.procurement.govt.nz
4. Any other attachments described at Schedule 1.

How to read this Contract

- Together the above documents form the whole Contract
- Any Supplier terms and conditions do not apply
- Clause numbers refer to clauses in Schedule 2
- Words starting with capital letters have a special meaning. The special meaning is stated in the Definitions section at clause 17 (Schedule 2).

Acceptance

In signing this Contract each Party acknowledges that it has read and agrees to be bound by it.

Signed for and on behalf of the Buyer:

Signed for and on behalf of the Supplier:



(signature)

Name:

Sean Mallon

Position:

GM Infrastructure

Date:

22/10/2020



(signature)

Name:



Position: Executive Director Sales

Date 27.10.2020

Schedule 1

Description of Services

Contract Management and Personnel

Start Date	October 2020	<i>Reference Schedule 2 clause 1</i>
End Date	March 2022	<i>Reference Schedule 2 clause 1</i>
Renewal	The Buyer may renew this Contract up to 3 times for an additional period of 2 months	<i>Reference Schedule 2 clause 1</i>

Contract Managers

Reference Schedule 2 clause 4

	Buyer's Contract Manager	Supplier's Contract Manager
Name:	[REDACTED]	[REDACTED]
Title / position:	Coastal Manager	Project Director
Address:	175 Rimu Road, Paraparaumu 5254, New Zealand	Level 12, 55 Shortland Street, Auckland 1010, New Zealand
Phone:	[REDACTED]	[REDACTED]
Email:	[REDACTED]	[REDACTED]

Addresses for Notices

Reference Schedule 2 clause 14

	Buyer's address	Supplier's address
For the attention of:	The Contract Manager [REDACTED]	The Contract Manager [REDACTED]
c.c. Contract Manager	N/A	N/A
Delivery address:	175 Rimu Road, Paraparaumu 5254, New Zealand	Level 12, 55 Shortland Street, Auckland 1010, New Zealand
Postal address:	Private Bag 60601, Paraparaumu 5254, New Zealand	Level 12, 55 Shortland Street, Auckland 1010, New Zealand
Email:	[REDACTED]	[REDACTED]

Supplier's Approved Personnel

Reference Schedule 2 clause 2.4

	Approved Personnel
Name:	[REDACTED]

	Approved Personnel
Position:	Technical Team Leader, Project Manager, Coastal Engineering Technical Advisor, Flood Risk Technical Advisor, Coastal Scientist
Specialisation:	

Supplier’s Approved Sub-contractor

Reference Schedule 2 clause 7

None

Description of Services

Context

Purpose

The Council is seeking the services of an expert coastal science and engineering provider to advise the KCDC Coastal Team and the Community Assessment Panel(s) in their work. The focus of the KCDC Coastal Team and the Community Assessment Panel(s) is to:

- provide input into a proposed coastal plan change to the Kāpiti Coast District Plan; and
- develop, assess and recommend preferred coastal adaptation pathways for Kāpiti coastal communities over a 100-year period.

Roles

KCDC’s Coastal Team will undertake the functions of project management, community engagement, technical commissioning and policy and planning advice.

The supplier will provide technical advice and guidance to KCDC’s Coastal Team and the Community Assessment Panel(s) to support the design and development of coastal adaptation options and recommended coastal adaptation pathways covering identified Kāpiti Coast District Council coastal units.

The successful respondent will advise on technical matters when the Community Assessment Panel(s) develop their initial long-list of adaptation options that might be suitable for each coastal unit. Further technical advice will be provided to assist the Community Assessment Panel(s) develop a short-list of 100 year adaptive pathways for each coastal unit, and through their subsequent assessment process.

As part of this technical advice it is expected the successful respondent will review all the relevant previous coastal hazard, risk and vulnerability assessments and prepare an updated assessment for use in the coastal adaptation pathways and district plan change processes. The previous coastal hazard, risk and vulnerability assessments have been collated and catalogued digitally in a coastal bibliography.

KCDC will appoint an independent party to peer review the Coastal Hazard and Risk Assessment Report.

Deliverable 1

A Coastal Hazard and Risk Assessment Report (including appropriate modelling scenarios) in line with 2017 Ministry for the Environment Guidance, to inform the adaptive pathways planning work of the Community Assessment Panels and a proposed Coastal Plan Change to the Kāpiti Coast District Plan.

Deliverable 2

Provision of best practice technical advice to the Takutai Kāpiti Community Assessment Panel(s) as they develop preferred coastal adaptation pathways, through participation as a Technical Adviser in the Community Assessment Panel process.

Description of Services

The services will be as set out in the **attached** The Suppliers Proposal dated 15 July 2020, The Suppliers updated project delivery schedule dated October 2020.

Deliverables and Milestones

None

Specific code of conduct / policies/ protective security / legislative requirement

None

Supplier's Reporting Requirements

Reference Schedule 2 clause 5.2

Report to:	Description of report	Due date
Contract Manager	Progress reports, Draft Coastal Hazard & Risk Assessment Report, Final Coastal Hazard & Risk Assessment Report. Ongoing reporting for CAO (as required and agreed).	Fortnightly, Feb 2021, March 2021, Ongoing March 2021-March 2022

Charges

The following section sets out the Charges. Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees, and where agreed, Expenses and Daily Allowances. The Charges for this Contract are set out below.

Fees

Reference Schedule 2 clause 3

The Supplier's Fees will be as set out in the **attached** Suppliers proposal dated 15 July 2020, Supplies optional additional services dated October 2020.

Expenses

Reference Schedule 2 clause 3

No Expenses are payable.

Daily Allowance

Reference Schedule 2 clause 3

No Daily Allowances are payable.

Invoices

Reference Schedule 2 Subject to clauses 3 and 11.7

The Supplier must send the Buyer an invoice for the Charges at the following times:

On completion of the Services.

Address for invoices

Reference Schedule 2 clause 3

	Buyer's address
For the attention of:	Buyer's contract manager
Address:	Accounts.payable@kapiticoast.govt.nz

Other instructions about invoices

None

Insurance

Reference Schedule 2 Clause 8.1

The Buyer does not require any specific insurance under this Contract other than the requirements under clause 8.1 of Schedule 2.

Changes to Schedule 2 and attachments

Liability

Clause 8 is amended by adding the following new clauses as clauses 8.2 and 8.3:

*"8.2 **Limitation:** Each Party's liability to the other Party (whether in contract, tort including negligence, or otherwise) under or in connection with this Contract:*

a. will not exceed:

- for the Buyer – , and*
- for the Supplier – NZ\$1 million*

b. is limited to losses caused directly by that Party, and

c. does not include any loss of revenue or profits, loss of anticipated savings, loss of opportunity, loss of production or loss of data, however caused.

*8.3 **Exceptions:** Clause 8.2 does not limit a Party's liability:*

- a. for any breach of clause 13 (Confidential Information)*
- b. for any breach of clause 12.2 (Supplier warranties)*
- c. for any deliberate breach of this Contract, malicious act or fraud, or*
- d. to pay any amount duly payable under this Contract. "*

Attachments

Reference 'Contract documents' described at Page 1

The Suppliers Proposal dated 15 July 2020, The Suppliers updated project delivery schedule dated October 2020

Suppliers proposal dated 15 July 2020, Suppliers optional additional services dated October 2020

