

# Contract for Services



**CEDAR House Inspection – Repair Quality Inspections**

## The Parties

**Chief Executive of the Canterbury Earthquake Recovery Authority (Buyer)**

Level 8, HSBC Building, 62 Worcester Blvd, Christchurch 8013

and

**Axis Building Consultants Limited (Supplier)**

Deloitte, 50 Hazeldean Road, Addington, Christchurch, 8024

## 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.

### The documents forming this Contract are:

- |   |                   |
|---|-------------------|
| 1. This page  | <b>Page 1</b>     |
| 2. Contract Details and Description of Services   | <b>Schedule 1</b> |
| 3. Standard Terms and Conditions  | <b>Schedule 2</b> |
| GMC Form 1 SERVICES   Schedule 2 (2nd Edition) available at: <a href="http://www.procurement.govt.nz">www.procurement.govt.nz</a> |                   |
| 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.

For and on behalf of the **Buyer**:

For and on behalf of the **Supplier**:

(signature)

(signature)

**name:** David Griffiths

**name:** Bruce Milsom

**position:** General Manager, Residential Rebuild and Housing

**position:** Director

**date:**

**date:**

# Schedule 1

## Contract Details and Description of Services

<b>Start Date</b>	1 August 2014	Reference Schedule 2 clause 1
<b>End Date</b>	31 October 2014	Reference Schedule 2 clause 1

<b>Contract Managers</b> Reference Schedule 2 clause 4	Buyer's Contract Manager		Supplier's Contract Manager
	<b>Name:</b>	Andrea Mulder	Bruce Milsom
	<b>Title / position:</b>	Senior Advisor	Director
	<b>Address:</b>	Level 8 HSBC Building 62 Worcester Blvd Christchurch 8013	56 Sterling Crescent Kaiapoi 7630
	<b>Phone:</b>	(03) 352 0973	0275 511 899
	<b>Fax:</b>	03 963 6382	N/A
	<b>Email:</b>	andrea.mulder@cera.govt.nz	axisbuildingconsultants@snap.net.nz

<b>Addresses for Notices</b> Reference Schedule 2 clause 14	Buyer's address		Supplier's address
	<b>For the attention of:</b>	Michelle Mitchell	Bruce Milsom
	<b>c.c. Contract Manager</b>	Andrea Mulder	N/A
	<b>Delivery address:</b>	Level 8 HSBC Building 62 Worcester Blvd Christchurch 8013	56 Sterling Crescent Kaiapoi 7630
	<b>Postal address:</b>	Private Bag 4999 Christchurch 8140	56 Sterling Crescent Kaiapoi 7630
	<b>Fax:</b>	03 963 6382	N/A
	<b>Email:</b>	Michelle.mitchell@cera.govt.nz	axisbuildingconsultants@snap.net.nz

<b>Supplier's Approved Personnel</b> Reference Schedule 2 clause 2.5	Approved Personnel	
	<b>Name:</b>	Bruce Milsom
	<b>Position:</b>	Director
	<b>Specialisation:</b>	Building Surveyor

<b>Supplier's Approved Sub-contractor</b> Reference Schedule 2 clause 7	Approved Sub-contractor	
	<b>Name:</b>	None
	<b>Address:</b>	N/A
	<b>Specialisation:</b>	

### Description of Services

#### Context

A number of concerns have been communicated by a variety of sources about some of the repairs to homes damaged by the Canterbury earthquakes.

Ministry of Business, Innovation & Employment (MBIE) is working with the Buyer and Christchurch City Council on the CEDAR project which aims to investigate these concerns further.

Under the Building Act 2004, all new building work needs to comply with the Building Code. The Buyer will not be

focusing on aesthetic issues such as the quality of the paint job, and other superficial aspects, where the work does not impact on Building Code compliance.

### Description of Services

The Supplier will undertake inspections of repair work completed on a maximum of 12 greater Christchurch houses. Specifically, inspections will take into consideration whether:

- the repair work complies with the New Zealand Building Code, with a specific focus on structural and durability issues;
- the repair solution used on the houses appears to have been an appropriate solution to use. In many cases the Supplier's judgement will be limited because the Supplier did not see the original damage before the repairs were completed;
- a building consent was required for the work. Not all building work needs a building consent and councils can lawfully exempt large amounts of earthquake repair building work from the consenting requirements; and
- MBIE earthquake repair guidance was used in the repairs and if so, whether it was applied properly in these repairs.

### Deliverables

The Supplier will deliver the Deliverables set out in the following table:

Deliverable	Performance Standards	Due date
An Inspection Report for each house inspected using the agreed template developed by MBIE	Completion of each report in a timely manner	Within two weeks of house inspection being completed; and before 31 October 2014

### Performance standards

- Work is carried out in a timely and efficient manner.
- Agreed levels of service are met.
- Quality Deliverables are delivered on time and on budget.

### Specific code of conduct / health & safety / legislative requirement

The Supplier will:

- abide by all confidentiality agreements;
- undertake all work in a safe manner and follow all Buyer and workplace health and safety procedures;
- comply with the Buyer's Code of Conduct and its policies and procedures.

### Transfer of Records

The Supplier must transfer to the Buyer the Records utilised and developed during the term of this Contract and promptly return any Records created during this Contract that are identified as the Buyer's Intellectual Property.

Supplier's Reporting Requirements	Report to:	Type of report	Due date
Reference Schedule 2 clause 5.6	Contract Manager	Inspection Report for each house	Within two weeks of house inspection being completed; and all by 31 October 2014

**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 calculated as follows:

#### Hourly Fee Rate

For each hour worked an Hourly Fee Rate of \$150.00 excluding GST, up to a total maximum of \$10,800 excluding GST.

If the Supplier reaches the total maximum without completing the Services, the Supplier is required to complete the Services without further payment, unless otherwise agreed in writing.

<b>Expenses</b> Reference Schedule 2 clause 3	No Expenses are payable.								
<b>Daily Allowance</b> Reference Schedule 2 clause 3	No Daily Allowances are payable.								
<b>Invoices</b> Reference Schedule 2 Subject to clauses 3 and 11.10	<p>The Supplier must send the Buyer an invoice for the Charges at the following times: At the end of each month; for work completed in that month.</p> <p>The invoice must include the following coding reference:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #cccccc;"> <th style="text-align: center;">Cost Centre</th> <th style="text-align: center;">Nominal</th> <th style="text-align: center;">Project</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Y13050</td> <td style="text-align: center;">14810</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	Cost Centre	Nominal	Project	Y13050	14810	1		
Cost Centre	Nominal	Project							
Y13050	14810	1							
<b>Address for invoices</b> Reference Schedule 2 clause 3	<b>Buyer's address</b>								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><b>For the attention of:</b></td> <td>Accounts Payable – CERA cc: Andrea Mulder</td> </tr> <tr> <td><b>Physical address:</b></td> <td>Canterbury Earthquake Recovery Authority Level 8, 62 Worcester Blvd, Christchurch 8013</td> </tr> <tr> <td><b>Postal address:</b></td> <td>Private Bag 4999 Christchurch 8140</td> </tr> <tr> <td><b>Email:</b></td> <td><a href="mailto:accounts@cera.govt.nz">accounts@cera.govt.nz</a> cc: andrea.mulder@cera.govt.nz</td> </tr> </table>	<b>For the attention of:</b>	Accounts Payable – CERA cc: Andrea Mulder	<b>Physical address:</b>	Canterbury Earthquake Recovery Authority Level 8, 62 Worcester Blvd, Christchurch 8013	<b>Postal address:</b>	Private Bag 4999 Christchurch 8140	<b>Email:</b>	<a href="mailto:accounts@cera.govt.nz">accounts@cera.govt.nz</a> cc: andrea.mulder@cera.govt.nz
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<b>Insurance</b> Reference Schedule 2 Clause 8.1	<p><b>INSURANCE: (clause 8.1 Schedule 2)</b></p> <p>It is the Supplier's responsibility to ensure its risks of doing business are adequately covered, whether by insurance or otherwise. The Buyer does not require any specific insurance under this Contract.</p>								
<b>Changes to Schedule 2 and additional clause/s</b>	<p><b>Schedule 2 of this Contract is amended as follows:</b></p> <p>Delete existing definition of 'New Intellectual Property Rights' in clause 17.1 and replace with following definition:</p> <p><b>"New Intellectual Property Rights</b> Intellectual Property Rights developed on or after the Start Date of this Contract and incorporated into the Deliverables."</p>								
<b>Attachments</b> Reference 'Contract documents' described at Page 1	None.								