

## Form Agreement for Engagement for Project Management Services

Between: HND MK Limited

.....  
(including its successors, "the Client")

and: HND TS Limited

.....  
(including its successors, "the Project Manager")

Collectively referred to herein as the "Parties" and individually as a "Party"

**Project:** Takapuna Project

**Location:** 6-10 The Strand, Takapuna  
19-29 Hurstmere Road, Takapuna  
31 Hurstmere Road, Takapuna

**Scope & nature of the Services:**

Refer to Schedule 1 and submitted proposal attached (if received)

**Programme for the Services:**

Refer to Schedule 1 Refer to Schedule 1 and submitted proposal (if received)

**Fees & timing of payments:**

Refer to Payment Schedule

**Information or services to be provided by the Client:**

Refer to Schedule 1

The Client engages the Project Manager to provide the Services described above and the Project Manager agrees to perform the Services (including as may be set out in any relevant statement of work or drawings provided to the Client) for the remuneration provided above. Both Parties agree to be bound by the provision of this Agreement of Engagement noted below. Once signed, this agreement, together with the conditions overleaf, any variations noted below and any attachments, will replace all or any oral agreement previously reached between the Parties.

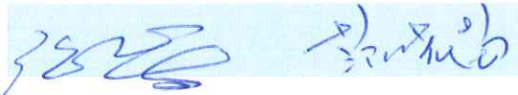
**Client authorised signatory (ies):**



**Print name:**

**Date:** 10.05.2021

**Project Manager authorised signatory (ies):**



**Print name:**

**Date:** 10.05.2021

## Schedule One: Scope of Services

### Project Management Services

#### Background

- 1.1 The Client is developing the land situated at the location of the Project and wishes to engage the Project Manager to oversee, engage consultant services in connection with the Project and manage the overall operation and delivery of the project. The priorities are:
1. Engage consultant by the Project Manager as legally separate entity of the Client
  2. The Client shall reimburse costs, disbursements and fees incurred by the Project Manager

#### Our requirements

##### General Project Management Services

- 2.1 The Client requires Project Manager to manage contracts for both professional services and construction contracts in its own capacity as separate entity of the Client.
- 2.2 The Project Manager should have an understanding of:
1. Consenting requirements
  2. Design standards and requirements
  3. Managing of multi-discipline design and construction teams
  4. Cost benefit Analysis
  5. Feasibility studies
  6. Time, cost, quality planning and quality control
  7. Procuring of goods and services
  8. Contracting and construction methods
  9. Contract administration
  10. Risk management
  11. Dispute management

##### Initial Project Plan

- 3.1 The Project Manager shall work with the Client's Representative to develop an initial "Project Plan".
- 3.2 This stage of Services will also involve consultation with key stakeholders to ensure that the project scope(s) meet(s) the requirements of the Client to ensure the success of the project(s).
- 3.3 The initial Project Plan will outline and include:
1. High level Project Brief
  2. High level Scope of the project(s)
  3. Budget and programme for the delivery of all projects

##### Project Delivery

- 4.1 If required the Project Manager will deliver specific work packages identified in the initial Project Plan which would generally be stages, with the key activities and outcomes from each of these stages. The Project Plan is a living document and shall be updated at each stage of the project.
- 4.2 The following high level table gives an overview for Project Management: The following stages may not necessarily be required for low value and/or low risk projects as confirmed with the Client.

Stage	Key Activities	Deliverables
1.	<b>Concept and Developed Design</b> <ol style="list-style-type: none"><li>1. Define project's design brief and scope</li><li>2. Prepare budgets and reports for Ministry funding approval (if required)</li><li>3. Develop and procure Other Consultants (e.g. Architects, QS)</li><li>4. Advise on alternative design and construction methodologies</li><li>5. Optional Analysis: Investigate costs and feasibility of different options</li><li>6. Undertake project reviews to align scope and budget in order to maintain a cost control</li></ol>	<ol style="list-style-type: none"><li>1. Report on project costs</li><li>2. Provide documents for Ministry funding approval</li><li>3. Detailed design programme</li><li>4. Concept design for approval</li><li>5. Submit monthly report for Client and relevant appendices</li></ol>

	<ul style="list-style-type: none"> <li>7. Assist in preparing a detailed programme for the design phase</li> <li>8. Attend design team meetings</li> <li>9. Prepare monthly report for Client</li> </ul>	
2.	<b>Detailed Design and Documentation for Tendering</b> <ul style="list-style-type: none"> <li>1. Assist in the preparation of technical content for the tender documentation</li> <li>2. Facilitate regular meetings with the design team and Client</li> <li>3. Co-ordinate with Other Consultants to ensure project scope remains within budget</li> <li>4. Facilitate and arrange all necessary statutory consents (where required)</li> <li>5. Review Contract Conditions to ensure that project specific requirements are included.</li> <li>6. Prepare monthly report for Client</li> </ul>	<ul style="list-style-type: none"> <li>1. Record any design team meetings</li> <li>2. Submit documentation for Board of Trustee approval</li> <li>3. Provide tender documentation</li> <li>4. Submit monthly report for Client and relevant appendices</li> </ul>
3.	<b>Tendering of Construction Works</b> <ul style="list-style-type: none"> <li>1. Go out to tender following the Ministry's Procurement Policy</li> <li>2. Facilitate and assess tender submission and provide a report to the Client with recommendations to preferred contractor</li> <li>3. Undertake / participate in negotiations on behalf or with the Client's Representative and/or School Board</li> <li>4. Prepare and submit documentation for project approval to the Ministry</li> <li>5. Award Contract on behalf of or with Board of Trustees to the successful contractor and advise unsuccessful tenderers.</li> <li>6. Prepare monthly report for Client</li> </ul>	<ul style="list-style-type: none"> <li>1. Prepare a procurement plan</li> <li>2. Prepare tender documentation</li> <li>3. Provide tender report and recommendations for Board of Trustee Approval</li> <li>4. Submit all required documents to the Ministry for approval</li> <li>5. Award contract and advise unsuccessful tenderers</li> <li>6. Submit monthly report for Client and relevant appendices</li> </ul>
4	<b>Construction</b> <ul style="list-style-type: none"> <li>1. Facilitate on site related activities with the School with minimum disruption to School operations</li> <li>2. Participate in site meetings on behalf of the Client</li> <li>3. Facilitate meetings with consultants to resolve any site issue</li> <li>4. Monitor progress against programme</li> <li>5. Manage Other Consultant(s) and contractor(s) to ensure any technical issues are addressed and resolved accordingly.</li> <li>6. Manage any other contractors when required (e.g. Security, ICT Infrastructure Specialist Services, Plumbing, Electrical, Fitouts)</li> </ul>	<ul style="list-style-type: none"> <li>1. Prepare cashflow and expenditure information</li> <li>2. Submit invoices to the Ministry for monthly draw downs of project funds</li> <li>3. Submit monthly report for Client and relevant appendices</li> </ul>
5	<b>Completion and Handover</b> <ul style="list-style-type: none"> <li>1. Obtain guarantees, warranties, as-builts, drawings, manuals etc specific to the project</li> <li>2. Ensure all Design Completion Certificates and Producer Statements have been received</li> <li>3. Ensure all Codes of Compliance Certificates and Certificates of Public Use, are obtained</li> <li>4. Ensure all defects are identified and then remedied during defects notification period or other period as agreed with the Contract.</li> </ul>	<ul style="list-style-type: none"> <li>1. Provide all documentation to the Client</li> <li>2. Prepare and submit all necessary Ministry Project Completion documentation on behalf of the Client.</li> <li>3. Submit final monthly report for Client and relevant appendices</li> </ul>



## Standard Specification

### Standard Specification for Project Management

- 5.1 The Project Manager shall deliver and manage this contract in accordance with all requirements of the Client as confirmed with the Client.

### Confirmation of the Project Manager's Services

- 5.2 When appointed the Project Manager will work with the Client's Representative to confirm their role and responsibilities.

## Other information or Services provided by the Client

### Confidentiality

- 6.1 The terms and conditions of this Agreement shall be confidential and shall not be disclosed to all external parties and under no circumstances that any third party(s) in the course of procuring their goods or services under this Agreement.

## Pricing

### General pricing guidance

- 7.1 In submitting the pricing:
- Suppliers must use the pricing template provided below.
  - Suppliers must clearly detail all costs, fees, expenses and charges associated with the full delivery of the Client's requirements. There must be no hidden costs.
  - Where assumptions may influence the price the impact of the assumption on the price must be clearly stated.
  - Prices must be stated in \$NZD exclusive of GST.
  - The pricing structure must be transparent, with all assumptions clearly stated. There must be no hidden costs.
  - Where a Supplier has an alternative method of pricing (i.e. a pricing approach that is different to the pricing schedule shown below) this may be submitted as an alternative pricing model. However, the Supplier must also submit a pricing model that conforms to the template below.

### Pricing schedule response

- 8.1 Suppliers must complete their Fees for their proposed services as based on the below Project Budget construction value.

Project budget for construction (\$)	Percentage Fee OR Fixed price (\$)
\$0 to \$49,999	
\$50,000 to \$150,000	
\$150,001 to \$300,000	
\$300,0001 to \$500,000	
\$500,001 to \$1,000,000	
Over \$1,000,000	

- 8.2 Suppliers must complete their hourly rate for any **additional services** to be agreed to be agreed with the Project Manager for their proposed named (key) personnel

Additional Services may also be negotiated as a "Fixed price" tender with Project Manager.

Named Personnel (Title)	Hourly rate (\$)

Released under the provision of  
the Official Information Act 1982

## Payment Schedule

3.4 The method payment for the items listed in the pricing schedule are as follows:

Item	Description	Payment Terms
1	Percentage Fee (%) (based on project(s) budget for construction (\$))	The percentage shall include all expenses relating to required inputs, activities and outputs for the Project(s) and the confirmed services as set out in the Standard Specification for Project Management. Payment for the services the will be made monthly on the basis of agreed work completed, and on acceptance of a GST invoice.
2	Fixed Price (\$) (based on project(s) budget for construction (\$))	The fixed price shall include all expenses relating to required inputs, activities and outputs for the Project(s) and the confirmed services as set out in the Standard Specification for Project Management. Payment for the services the will be made monthly on the basis of agreed work completed, and on acceptance of a GST invoice.
3	Additional Services Hourly Rate (\$)	The hourly rate(s) tendered shall include all expenses relating to required inputs, activities and outputs as agreed with the Client. Payment for the services the will be made monthly on the basis of agreed work completed, and on acceptance of a GST invoice.
4	Additional Services Fixed price	The fixed price for additional services as agreed with the Client shall include all expenses relating to required inputs, activities and outputs as agreed with the Client. Payment for the services the will be made monthly on the basis of agreed work completed, and on acceptance of a GST invoice.

## Pricing assumptions

3.5 To ensure that the Client can properly understand and evaluate proposal it needs to understand and validate any assumptions made by Suppliers. List all of the assumptions made and address the impact that these assumptions may have:

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