



**ROTORUA**  
**LAKES COUNCIL**  
Te kaunihera o ngā roto o Rotorua

# **Request for Proposal for Contract No. 23/016**

## **Tarawera Sewerage Scheme Stage 2 Construction**

**Contract 23/016**  
**Tarawera Sewerage Scheme Stage 2 Construction**

**TENDER REQUIREMENTS**

- Tenders close **4.00pm Wednesday 5<sup>th</sup> July 2023**
- At the Rotorua Lakes Council e-tendering portal - <https://www.tenderlink.com/rdc/>
- Tender enquiries should be entered online at: RLC’s Tenderlink portal for this tender at <https://www.tenderlink.com/rdc/> by 4.00pm, Wednesday 28<sup>th</sup> June 2023.
- Tender information required:
  - Completed and signed Tender Form
  - Completed Schedule of Prices
  - Submission for Non-Price Attribute 1: “Roles, Resourcing and Key Personnel”
  - Three submission documents for Non-Price Attribute 2: “Methodology, Programme and Risk”, those being
    - Methodology
    - Programme of Works
    - Risk Assessment

**SCOPE OF WORKS**

This contract will complete ‘Stage 2’ of the Tarawera Sewerage Scheme construction.

Stage 1 (currently under construction) is installing the pressure sewer main, trunk main and wastewater transfer pump stations to collect and convey wastewater out of the area to the Rotorua city treatment plant.

When complete, Stage 1 will provide a fully functional collection and transfer system into which each Tarawera property can connect.

Stage 2 Works include the supply and installation of approximately 450 No. residential LPGPs including diversion from existing onsite drainage, pump units, alarm panels, onsite pressure pipeline, connection to boundary assembly (supplied and installed by others), decommissioning of existing onsite septic tanks and all required testing, commissioning and reinstatement. Properties with more than one dwelling will be fitted with a single LPGA unit per dwelling, connecting to a shared discharge pressure line.

Full details of the SCOPE OF WORKS are provided in Section 1.2 of the Project Specification presented in Section F.

**The start of Stage 2 physical works is dependent on completion of the Local Government Act notification process. This is expected to be completed by May 2024, but could run until July 2024. Tenderers are asked to provide for this delay in their pricing, keeping the validity of pricing valid to their planned completion date.**

## Timetable

The following indicative timetable sets out the current programme for the tender process. This may change without prior notice.

Step	Date
Site Inspection	TBA <sup>1</sup>
Request for Tender issued	2 June 2023
Closing date for questions	4pm, 28 June 2023
Tender closing	4pm, 5 July 2023
Participants notified of decisions	28 August 2023
Contract Commencement	By negotiation with successful participant, to allow for procurement of materials in time for a site Works start between May 2024 and July 2024

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<sup>1</sup> Site visits will be arranged directly with each Respondent via Tenderlink

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## CONTRACT AGREEMENT

This contract is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2023

**BETWEEN** \_\_\_\_\_ ("the Contractor")

**AND** **ROTORUA DISTRICT COUNCIL** (RDC) a territorial authority under the Local Government Act 2002, and carrying on business under the name of Rotorua Lakes Council (RLC) ("the Principal")

### WHEREAS

- A. The Principal has engaged the Consultant to perform the Services in respect of the Project (both as defined in the General Conditions) to be or being carried on by the Principal.
- B. The Agreement sets out the terms and conditions on which the Services shall be supplied.

### IT IS AGREED AS FOLLOWS:

1. THE Contractor shall construct, complete, deliver and maintain the works described in the Contract Documents.
2. THE Principal shall pay the Contractor the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), exclusive of GST, or such greater or lesser sum as shall become payable under the Contract Documents at the times and in the manner provided in the Contract Documents.
3. **The contract sum and rates will remain valid until the Tenderer's proposed completion date<sup>2</sup>**
4. EACH party shall carry out and fulfil all other obligations imposed on that party by the Contract Documents.
5. THE Contract Documents are this Contract Agreement and the following which form part of this Agreement:

The contract documents are this Contract Agreement (Section A) and the following which form part of this Agreement:

### SECTION B – Conditions of Tendering

Conditions of Tendering

### SECTION C – Pricing and Schedules

Health and Safety

Basis of Payment

Schedule 1 - Schedule of Prices (ETB#2)

Non-Price Attributes (ETB#1)

Tender Form (ETB#2)

### SECTION D – Insurance & Schedules

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Schedule 6 – Form of Producers Statement – Construction

Schedule 7 – Information on Contractor arranged construction insurance

Schedule 8 – Information on Contractor arranged Plant insurance

Schedule 9 – Information on public liability insurance

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<sup>2</sup> Tenderers should assume that the Stage 2 on-site works will start between May 2024 and July 2024. An agreement for Off-site Materials (in accordance with NZS3910 Schedule 14) will be negotiated between Principal and Contractor to allow procurement of materials in advance of the physical works start.

- Schedule 10 – Information on Contractor arranged motor vehicle insurance
- Schedule 13 – Form of Contractor (or Subcontractor) Warranty
- Schedule 14 – Agreement for off-site Materials
- Schedule 20 – Deed of Continuity

**SECTION E – Conditions of Contract**

- General Conditions of Contract – NZS3910: 2013
- Special Conditions of Contract

**SECTION F – Specification**

- Project Specification

**SECTION G – Appendices, Drawings and Additional Documentation**

**Appendices**

- Appendix 1: Rotorua Lakes Council Example Signboard
- Appendix 2: Spatial Data Supply Specifications
- Appendix 3: Property Locality Plans
- Appendix 4: Tarawera Reticulation Scheme Cultural Monitoring Plan
- Appendix 5: Asbuilt Standards Including Tables

**Additional Documentation:**

- Notice to Tenderers and Forum Questions
- Tender Supporting Information
- Post Tender Correspondence
- Letter of Acceptance

This Contract shall constitute the entire agreement between the parties. This Contract supersedes all prior negotiations, representations, and warranties, except insofar as the same are expressly incorporated herein.

**SIGNED BY** \_\_\_\_\_ Authorised Signatory of Contractor

\_\_\_\_\_

Name and Position

**In the presence of:** \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Witness \_\_\_\_\_ Name of Witness \_\_\_\_\_

**SIGNED BY** \_\_\_\_\_ Authorised Signatory of Principal

\_\_\_\_\_

Name and Position \_\_\_\_\_ Date: \_\_\_\_\_

**In the presence of:** \_\_\_\_\_

Signature of Witness \_\_\_\_\_ Name of Witness \_\_\_\_\_

## **CONDITIONS OF TENDERING**

### **1.0 Interpretation**

1.1 The provisions of Section 1 of NZS 3910:2013 shall apply to these conditions of tendering.

### **2.0 Issue of Documents**

2.1 Tender Documents issued to prospective tenderers except schedules of quantities for use in the preparation of tenders remain the property of the Principal.

### **3.0 Tenderers to Inform Themselves**

3.1 Each tenderer shall be deemed to have inspected the site, examined the Tender documents and any other information supplied in writing and to be satisfied as far as is practicable for an experienced contractor before tendering as to the correctness and sufficiency of the tender for the Contract Works, and of the prices stated in the tender.

3.2 The tendered price shall, except where otherwise provided, allow for all the Contractor's obligations under the contract as set out in the Tender Documents.

3.3. **The contract sum and rates will remain valid until the Tenderer's proposed completion date of this tender. Tenderers should assume that the Stage 2 on-site works will start between May 2024 and July 2024. An agreement for Off-site Materials (in accordance with NZS3910 Schedule 14) will be negotiated between Principal and Contractor to allow procurement of materials in advance of the physical works start.**

3.4 COVID-19 is considered to be a foreseen event in respect to the Contract Works. Where direct costs are incurred due to government imposed COVID-19 restrictions, these costs will be paid based on an appropriate lump sum or hourly rates, where these exist, or an agreed rate(s). Neither party should profit from such an event. In addition, the Contractor would receive an appropriate extension of time, but not time-related costs

### **4.0 Site Visit**

4.1 Tenderers are required to attend a mandatory site meeting at a time to be communicated via Tenderlink shortly.

### **5.0 Ambiguities in Tender Documents**

5.1 Where the Tender Documents issued to prospective tenderers are ambiguous or unclear to a tenderer, the tenderer may request the issue of an explanatory notice. If an explanatory notice is issued, it shall be sent to all tenderers and shall upon issue become part of the Tender Documents.

5.2 **Any questions in relation to the Tender Documents shall be conveyed in writing via the forum on the e-tendering portal by 4:00 pm, Wednesday, 28<sup>th</sup> June 2023.**

5.3 In the absence of an explanatory notice, tenders may be submitted subject to any reasonable interpretation of any ambiguity or uncertainty in the Tender Documents, which shall be endorsed on the tender.

5.4 Tenders shall be based on the Tender Documents and will be interpreted as relating to the Tender Documents unless clearly endorsed otherwise. Tenders submitted subject to endorsement will be considered accordingly.

5.5 No unauthorised alteration to the Tender Documents shall be accepted.

## 6.0 Joint Proposals

- 6.1 Joint tenders may be submitted, provided they fully meet the Principal's requirements and that one of the joint Tenderers is identified as the single contact point for all communications with the Principal relating to the submission. Parties to an unincorporated joint venture must be jointly and severally liable under the tender and any subsequent contract.

## 7.0 Confidentiality

- 7.1 The information supplied by the Council (either themselves or through their contractors or advisors) in connection with this RFP, or any contract(s) that arise(s) out of it, is confidential. Tenderers should not release or disclose any of the information to any other person, (other than their employees or advisors), without the prior written consent of the Principal. Any publicity also requires the Principal's prior written consent.
- 7.2 Tenderers shall not make or be involved in making any public communication in respect of this RFP at any time to any third party (including but not limited to any section of the media or an elected representative of the Principal).
- 7.3 The Principal will keep information supplied confidential. However the Principal is subject to the Local Government Official Information and Meetings Act 1987. Information provided by Tenderers may be required to be disclosed under that Act.

## 8.0 Tagged Tenders

- 8.1 All tags are to be included within the ETB#1 submission. **Do not tag tenders where it is possible to clarify the information by using the tender forum during the tender period.** Tags that may be of long term benefit to the Principal are to be evaluated, solely at the discretion of the Principal, as to their acceptability and cost implication. The tenderer will be requested to remove all unacceptable tags and shall not be allowed to amend the tender price. Refusal to remove tags may result in the tender being rejected. If a tenderer refuses to remove the tag and the tender is not rejected, it may be evaluated and an alternative tender adjusted price determined by the Principal. If the consequence of the tag to the Principal is unacceptable, the tender will be considered to be non-conforming and will be rejected.

## 9.0 Alternative Tenders

All tenderers must tender using the E-One LPGP units specified in the Specification document.

In addition, Council is open to consider additional tenders that may provide more cost effective and efficient works or services. To this end all tenders that differ from the specified requirements of this RFP will be considered to be potentially 'conforming' rather than alternative tenders and will be treated and assessed on their respective merits at Council's absolute discretion. Products presented as Alternative Tenders must meet all performance requirements stated within the Specification.

## 10.0 Submission of Tenders

- 10.1 **Tenders will close at 4.00pm on Wednesday 5<sup>th</sup> July 2023 and must be uploaded to <https://www.tenderlink.com/rdc/> before the closing time.**
- 10.2 The Principal may at its sole discretion consider any tender received after the time stipulated, if the circumstances can be shown to be extreme, and beyond the control of the tenderer.
- 10.3 Tenders shall be uploaded from the Principal's Tenderlink e-portal. **No faxed tenders will be accepted.**
- 10.4 Tenders shall be in PDF or MS Word format for the Tender Submission and MS Excel for the completed Schedule of Prices.
- 10.5 Tenders shall be submitted by completing the forms supplied and shall include:



- Completed and signed Tender Form (ETB#1)
- Completed Schedule of Prices (ETB#2)
- Submission for Non-Price Attribute 1: “Roles, Resourcing and Key Personnel” (ETB#1)
- Three submission documents for Non-Price Attribute 2: “Methodology, Programme and Risk”, those being
  - Methodology (ETB#1)
  - Programme of Works (ETB#1)
  - Risk Assessment (ETB#1)

- 10.6 The tender shall be signed by or on behalf of the tenderer.
- 10.7 The cost of preparing and submitting a tender shall be borne by the tenderer.
- 10.8 The rates included in the Schedule of Prices shall be fully inclusive of all allowances for On-site Overheads and for Off-site Overheads and Profit.
- 10.9 The Tenderer shall include rates and prices for all items of work described. Items against which no rate or price is entered by the Tenderer will not be paid for by the Principal and shall be deemed covered by other rates and prices.
- 10.10 The Principal may request any Tenderer to clarify and/or adjust any aspects of its tender or provide additional information during the tender evaluation process. These requests will require immediate action and must be responded to in writing within two (2) business days or the time specified in the request.

#### **11.0 Errors and Omissions**

- 11.1 The Principal is under no obligation to check any tender for errors. Acceptance of a tender that contains errors will not invalidate any contract formed by the acceptance. If the Principal or its advisors discover errors and/or omissions in any tender (this may include price) the Principal may, at its sole and absolute discretion, allow the tenderer to correct such error and/or omission.
- 11.2 If the tendered schedule contains any errors or omissions in extension of unit rates or in summation such as to vary the tendered sum, then the unit rates shall be adjusted by the Engineer after consultation with the Contractor to agree with the tendered sum. The adjusted rates shall then become the contract rates for payment. If agreement cannot be reached as to the adjustments then the tender may be rejected.

#### **12.0 Acceptance of Tender**

- 12.1 This request for tender is an invitation to treat only. It shall not be construed as constituting an offer that is capable of acceptance by submitting a tender. The Principal shall not be liable in any way to any Tenderer for non-consideration or non-acceptance of any tender. The lowest or any tender will not necessarily be accepted.
- 12.2 The Principal reserves the right at its sole discretion to:
- (a) Accept none or any of the tenders.
  - (b) Accept a tender which is not the lowest or highest scoring or price.
  - (c) Negotiate with any Tenderer or Tenderers (to the exclusion of any other Tenderer), at any time during this RFP process and upon any terms and conditions.
  - (d) Meet with any Tenderer before and/or after tender close and prior to award of contract.
  - (e) Re-advertise for tenders.
  - (f) Waive any irregularities or informalities in the tender process.
  - (g) Amend the closing date, the acceptance date or any other date in the RFP documents.
  - (h) Amend this RFP document, or any associated documents, by the issue of a Notice to Tenderers.
  - (i) Suspend or cancel (in whole or in part), this RFP process.

**13.0 Canvassing of Council Officers and/or Elected Members of the Council**

13.1 Any attempt made by a Tenderer to influence the outcome of the tender process by canvassing, lobbying or otherwise seeking support of Council officers or elected representatives of the Council shall be deemed to be grounds for the exclusion of that tender from the evaluation process.

**14.0 Anti-Collusion & Tenderer Warranty**

14.1 The purchasing authority reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by tenderers to the appropriate regulatory authority and to provide that authority with any relevant tenderer information.

14.2 The bidder warrants that their tender has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor, other than:

- where certain joint venture arrangements exist between the bidder and a competitor;
- where the bidder and a competitor have an agreement that has been authorised by the Commerce Commission; and
- where the bidder has communicated with a competitor for the purpose of subcontracting a portion of the tender, and where the communication with that competitor is limited to the information required to facilitate that particular subcontract.

In such a situation, the bidder agrees to fully disclose to the tendering body the full nature and extent of any agreements with competitors. In the event that no such disclosure is made, the bidder warrants that their bid has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor regarding:

- prices;
- methods, factors or formulas used to calculate prices;
- the intention or decision to submit, or not submit, a bid;
- the submission of a bid that is non-conforming;
- the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates; and/or
- the terms of the bid.

The bidder acknowledges that if RLC accepts the bidder's offer and completes any contract, RLC will do so in reliance on this warranty

14.3 Tenderers must indicate if they, or any corporation or person associated with their tender, including directors and senior management, are or have ever been subject to proceedings related to anti-competitive conduct in New Zealand or overseas. The information must include:

- the names of the parties to the proceedings;
- the case number;
- the general nature of the proceedings;
- and the outcome or current status of the proceedings.

RLC reserves the right, at its discretion, to exclude any tenderer from the procurement process if the tenderer, or any corporation or person including directors or senior managers associated with their tender, has ever contravened the anti-competitive provisions of the Commerce Act or equivalent laws in New Zealand or overseas.

RLC reserves the right, at its discretion, to exclude any tenderer from the procurement process if full disclosure of any or all contraventions of the anti-competitive provisions of the Commerce Act or equivalent laws in New Zealand or overseas has not been made.

**15.0 Conflict of Interest**

15.1 The Principal is mindful of conflict of interest. Any Tenderer who (if an individual) is also a Councillor, or pending Councillor, or an employee, of either Council or (if a company) has a shareholder, officer or employee who is a Councillor, or pending Councillor or an employee of either, may be considered by the Principal to be in a conflicting relationship. The Principal retains the right, in their sole and absolute discretion, to disqualify such Tenderer from submitting a tender or from having any tender evaluated.

**16.0 Liability Limitation**

16.1 Neither the Principal nor its agents or advisors will be liable in contract, 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, or as a result of, this RFP process.

**17.0 Notification of Acceptance**

17.1 The successful tenderer shall be notified of acceptance in writing by the Principal.

17.2 If no tender has been accepted within 1 month after the closing of tenders, each tenderer shall be notified in writing by the Principal whether their tender is or is not still under consideration.

17.3 Unsuccessful tenderers who have submitted bona fide tenders complying with the Tender Documents shall be notified by the Principal of the name and tender price of the successful tenderer and the other tender prices within 10 days of acceptance of the successful tender.

## **HEALTH AND SAFETY**

### **Pre-qualification**

Rotorua Lakes Council takes Health and Safety very seriously. As a contractor seeking to work for Rotorua Lakes Council, we would like to advise you of the requirement to prequalify in health and safety through a council prequalification scheme. The scheme was established by Waikato and Bay of Plenty Councils who teamed up to make employing contractors and checking health and safety requirements easier. The streamlined pre-qualification process ensures Councils are using contractors who operate with effective health and safety management systems and are holding current and relevant insurances.

The prequalification process helps Council meet its responsibilities to ensure that contractors, working for or on Council assets and/or supplying services, have effective health and safety systems to prevent harm to people and the environment or damage to property.

Benefits to contractors include:

- An easier system that will enable contractors to be pre-qualified for multiple Councils through the one process
- Improved relationships between contractors and Councils
- Contributing to WorkSafe New Zealand's target of reducing fatal and serious work related injuries by 2020.

The process involves contractors applying for a pre-qualified 'approved' status, using an easy to follow system provided by SHE Software NZ Ltd. To complete the process, an email address is required. Contractors need to complete the questionnaire and submit the application online, providing health and safety documentation to show they understand and comply with the Health and Safety at Work Act 2015 and any associated Regulations. The application will be evaluated by a health and safety professional. Once the evaluator is satisfied with the contractor's health and safety management systems, the contractor will receive a confirmation email advising of their 'approved' status.

Once a contractor is 'pre-qualified,' their status is valid for two years at all participating Councils. Insurance checks will be conducted annually and new certificates requested as existing insurances expire. Councils will not allow you to carry out work for them if you cannot prove you are insured. Site specific safety plans will still be required when physical work is to be carried out and Council representatives will monitor the performance of each contractor.

The pre-qualification process is not a guarantee of work; however, pre-qualification is a mandatory requirement for the successful tenderer of this RFP process. The priority is for medium to high risk physical works contractors to be pre-qualified. Lower risk contractors will be required to be pre-qualified at the discretion of the Council.

Contractors simply need to complete an on-line questionnaire and provide their health and safety documentation to show that they understand and comply with the Health and Safety at Work Act 2015 and any associated Regulations. The portal can be accessed at: [Contractor Prequalification - SHE site](#) and a link is also available on Rotorua Lakes Council's Procurement website, page along with a set of [FAQ's](#) which have been developed to answer some expected questions. To view the list of contractors that have been prequalified visit: [database](#)

There is a cost associated with the application process. The fees (to be paid online upon applying) are:

Contractor Size	Number of Insurances	Costs \$ excl. GST
Small (< 5 employees)	Unlimited	280
Medium (5-24 employees)	Unlimited	525
Large (25 + employees)	Unlimited	1025

As contractors become pre-qualified, their details will be accessible on a database. This will provide visibility to contractors and Council staff to identify who is approved, assisting with the tendering process and Council procurement.

**NOTE:** Please ensure you have an email address prior to commencing your application as this will be required to complete the process.

**TIP:** Consider setting up a folder on your desktop to save all evidence required to enable easy uploading into the application.

The scheme has now been made available to all councils throughout New Zealand.

For more information, contact:

Jean Ryan  
Business Development Manager  
SHE Software  
Ph.: 027 807 6001  
[jean.ryan@shesoftware.com](mailto:jean.ryan@shesoftware.com) or

Iain McLintock  
Health, Safety & Wellbeing Manager  
Rotorua Lakes Council  
Ph.: 07 351 8903  
[Iain.McLintock@rotorualc.nz](mailto:Iain.McLintock@rotorualc.nz)

### Safety in Design

The Tenderer is to consider and account for the requirements of the Health & Safety at Work Act sections 39-43 and ensure that safety in design is robustly incorporated for those that design, manufacture, import, supply, construct, install, operate or demolish a plant or structure. Particular attention is to be given to eliminate health and safety risks (e.g. height work, confined spaces, chemicals, substances) at the design stage.

Similarly, if the Contractor is responsible for any design associated with his working methods he shall obtain similar information from his Subcontractors or advisers and this advice shall be incorporated in the design.

### Hazards and Risks

The Principal will indicate, when known, to the Contractor elements of the design of the contract works where hazards or risks may exist or be encountered. This could include a description of anticipated ground conditions, the handling and installation of specialised chemical compounds required for jointing, surface coatings or fillers or similar circumstances where the Principal or his designer have obtained prior knowledge of such elements.

The Principal advises that the following generic hazards may exist or be encountered:

- a. Trench excavations greater than 1.5 m in depth.
- b. Unstable ground conditions.
- c. Asbestos containing material.
- d. Overhead and/or underground electric lines, gas lines and data cables.

- e. Electrical earthing to metal water service connections.
- f. Geothermal hazards (e.g. hydrogen sulphide, hot pressurised water, muds).
- g. Members of the public.

### **Site Specific Safety Plan**

The Contractor shall be required to submit to the Engineer and the Principal a comprehensive site-specific health and safety plan to meet the needs of the Health and Safety at Work Act and the Council's requirements. This plan must be submitted no less than 10 working days before the commencement of physical works.

### **Particular Hazardous Work**

The Contractor shall notify the Engineer at least 48 hours prior to commencement of any work undertaken on site that involves Particular Hazardous Work and give the Engineer and Principal evidence of WorkSafe NZ being formally notified. A copy of relevant permits, etc. shall be provided to the Engineer and Principal before such work is done.

### **Notifiable Events**

The Contractor shall immediately notify the Engineer and Principal by phone of his actions in dealing with all matters resulting from Notifiable Events. The Contractor is required to keep a register of all injuries, illnesses and near-misses and make this information available to the Engineer and Principal. Immediate notification to WorkSafe NZ shall be followed by a full written report within 48 hours in accordance with Section 56 of the HSWA.

### **Work Involving Asbestos**

The Contractor shall notify the Engineer at least 48 hours prior to commencement of any work undertaken on site that involves asbestos containing material (friable or non-friable) and give the Engineer and Principal evidence of WorkSafe NZ being formally notified where required. A copy of relevant notifications, etc. shall be provided to the Engineer and Principal before such work is done.

### **Safety Inspections and Audits**

The Contractor shall allow the Engineer or his representative, or worker of the Principal access to the work to inspect or audit any aspect of the Contractor's operations relevant to safety and the work environment. The Contractor shall carry out any instructions given by the Engineer or Principal regarding safety and health as a result of this access.

### **Consultation, Collaboration and Coordination**

The Engineer or Principal shall consult, coordinate and collaborate with the Contractor on all safety matters pertaining to the contract and work. The Contractor is to consult, collaborate and coordinate with all other PCBUs involved in the work to help ensure a safe place of work.

### **Temporary Safety Fencing**

#### **a. General**

Temporary safety fencing shall be provided to protect the public against health and safety risks inherent in excavations and construction works in accordance with the contract Site-specific Health and Safety Plan. Temporary fencing (or hoardings) shall be erected around work sites and kept in good order for the duration of the works, after which it shall be removed as part of the disestablishment from the site.

**b. Specifications**

NZ Transport Agency – Code of practice for Temporary Traffic Management (CopTTM) 4<sup>th</sup> edition July 2015

Section B6: Safety Fences

Section B7: Barricades

Note that 1.8 metre mesh panels are the preferred form of site security. Orange security mesh netting is the least preferred form of security fencing, must only be used for short duration work and is to be framed to ensure it does not sag. Do not use steel waratahs to support mesh panels as it poses the risk of electrocution and may damage underground services.

## **PRICING AND SCHEDULES**

### **BASIS OF PAYMENT**

#### **1. PRELIMINARY & GENERAL**

The Schedule of Prices shall be read in conjunction with the remainder of the Contract Documents. General directions and descriptions of work and Materials given in the Specification have not necessarily been repeated in this Schedule. All prices/rates shall be excluding GST.

Measurement is generally in accordance with "Measurement of Civil Engineering Quantities" NZS 4224:1986.

All items are measured net in accordance with the Drawings and no allowance has been made for waste, rolling margins, settlement etc. Rates quoted shall include full allowances for all such items.

The rates to be inserted in the Schedule of Prices by the Tenderer shall be the full inclusive value of the work described under the several items, including all costs and expenses which may be necessary for the construction of the works, together with allowance for all general risks, liabilities and obligations set forth or implied in the documents upon which the Tender shall be based. The rates in the Schedule of Prices shall include full allowance for all on-site and off-site overheads whether time related or not and profits which the Contractor will require if the quantity of any item in the Schedule of Prices is adjusted. The quoted rates shall include allowance for all materials, plant, reinstatement and other items necessary for the satisfactory completion and maintenance of the whole of the works as required. Where special risks, liabilities and obligations cannot be dealt with as above, then the price thereof shall be separately entered under the heading "Unscheduled Items".

Should the Tenderer be of the opinion that additional items should be added to the Schedule in respect of particular works, then these shall be entered under the heading "Unscheduled Items", with details and prices for each. Failure of a Tenderer to do so will be construed as meaning that no additions are required to the Schedule in respect of items of work not specifically listed.

A price or rate shall be entered against each item in the Schedule, whether quantities are stated or not. Items against which no price is entered shall be considered to be covered by the other rates and prices in the Schedule.

Further to clause 2.3.4 of the General Conditions, a variation in terms of clause 9.3 of the General Conditions shall be deemed to exist for all Schedule Items except Provisional Sum Items when the actual quantities completed vary by more than  $\pm 20\%$  from a total for each item derived from the Schedule.

Further to clauses 6.4.4 and 6.4.5 of the General Conditions of Contract and where required by the Contract Documents, payment for work covered up prior to the inspection by the Engineer will be based on the Engineer's assessment of the value of the work.

All costs incurred by the Contractor in complying with all legislation existing at the time of closing of tenders and applicable to the Contract Works are deemed to be incorporated in the tendered rates. If new legislation that affects the contract comes into effect after this date, the Contractor may be asked to price a variation.

Further to Clause 12.1 of the General Conditions of Contract, claims for payment shall be received by the Engineer by the 5th calendar day of the month following. Where the 5th calendar day falls



on a weekend or public holiday, the claim shall be received by the Engineer on the first working day thereafter.

Claims for payment shall be in the format of the Schedule of Prices or make reference to the appropriate item numbers in the Schedule of Prices including an indication against each item in the schedule of the total work completed, including the current claim, and the total of work to be completed, following the current claim.

## 2. MEASUREMENT

Metric units shall be used as the basis of measurement throughout the Contract. All drawings, including drawings submitted by the Contractor for the approval of the Engineer shall be dimensioned in the metric system.

All items are measured net, in accordance with the drawings, and no allowance has been made for waste.

Units of measurement shown in the “unit” column of the Schedule of Prices have been abbreviated as follows:

LS	=	Lump Sum
PS	=	Provisional Sum
m or lin.m	=	Linear metre
m <sup>2</sup> or sq.m	=	Square metre
m <sup>3</sup> or cu.m	=	Cubic metre
Hr	=	Hour
Wk	=	Week
ea.	=	Each
%	=	Percentage

Unless specified otherwise, earthworks volumes shall be paid as solid measure, and progress payment may be assessed by either survey or measurement off the construction drawings.

## 3. SCHEDULE ITEMS

The following clauses are deemed to apply to all Items included in the Schedule of Prices. Payment will only be made for the quantities of work actually completed up to the quantities contained in the accepted programme or increased quantities approved by the Engineer. No payment will be made for any work in excess of this. No payment will be made either for overbreak or making good any overbreak.

All rates and prices are to be entered exclusive of GST.

Tenderers shall visit and thoroughly inspect the site, check measurements and location of existing features prior to submitting a tender. They shall make full allowance within their amount for any extraordinary works that may be required to complete the project to the standard as shown on the plan, and as described within the Specification and General Conditions. No allowance will be made or compensation paid for any omissions. Tenderers shall satisfy themselves as to the accuracy of the Specification, Drawings and Schedules and any other information of any kind supplied to the tenderers.

The following sets out the limits and basis of payment for each of the items in the Schedule:

### **3.1. Preliminary and General**

#### **3.1.1. Establishment**

This item shall include (but not be limited to):

Provision of messing, sanitary and other facilities that are necessary for its staff and Subcontractors, and for all temporary access that is necessary for construction traffic; and

Temporary connections for power, water and telephone services that are necessary to facilitate the Contract;

The contents of any portable toilets utilised by the Contractor shall be properly disposed of off-site. Sink and basin wastes shall be piped away and disposed in an approved manner. Refuse shall be deposited in approved vermin-proof containers and shall be removed from the Site at intervals no less frequent than once a week. During the period of the Contract the Contractor shall keep the Site and the areas surrounding all permanent and temporary works in a clean, tidy and sanitary condition and free from rubbish.

The locations of the Contractor's facilities shall be located within the site confines subject to approval by the Engineer.

As soon as any part of the Contractor's temporary facilities become no longer required for the carrying out of the Contract Works, the Contractor shall disconnect and/or remove that redundant part and restore the area to the Engineer's satisfaction.

Establishing a secure storage area;

Transportation of all plant, equipment and facilities to the site and preparing them for the Contract Works;

Providing and paying for the use of temporary services as required for the works;

Any other works required for the establishment onsite.

Establishing a site office and storage area;

Payment shall be made with the first monthly claim when the Contractor has fully established onsite and has commenced the Contract Works.

#### **3.1.2. Removal Offsite**

This item shall include (but not be limited to):

Reinstating all work areas, site office and storage areas back to their original condition or better;

Removing all plant, equipment, site facilities and other items offsite at the conclusion of the Contract Works;

Inspecting pipelines and manholes and removing all debris.

100% Payment shall be made upon issue of the Certificate of Practical Completion.

### 3.1.3. Bond and Insurances

This item shall include (but not be limited to):

Obtaining Public Liability Insurance and Contractor's Contract Works Insurance for the work as required in the Conditions of Contract. **These must be produced to the Engineer prior to the start of any work operations.**

Obtaining a bond as required in the Conditions of Contract;

Any costs of extending the period covered by the insurance and bonds in the case of the contract running over time;

All other costs of insurances and bonds.

100% payment shall be made with the first monthly claim when the Engineer has received written notification from the insurer and bond sureties that all required bonds and insurances are in place for the full construction period.

### 3.1.4. Contract Management, Site Safety and Environmental Protection Plan

This item shall include (but not be limited to):

Liaising with the Engineer and Principal including all formal and informal meetings, processing variations, site inspections and any other communications.

Supervising the contractor's personnel and subcontractors.

Providing a Contract Programme, monitoring progress, reporting the progress and managing any changes required to keep to the Contract programme.

Meeting the requirements of the Health and Safety in Employment Act and ensuring the works are conducted so as to provide a safe site for onsite personnel and the general public.

Preparing an Environmental Protection Plan, managing its implementation and ensuring the requirements of the plan are adhered to.

All other costs not allocated for in the Contract items on the Schedule including (but not limited to) supervision, project management and liaison with the Engineer and his staff.

Payment shall be equal monthly payments spread over the actual Contract period. Note that when 90% of this item has been paid the final 10% will be held until the Certificate of Practical Completion has been issued.

### 3.1.5. Traffic Control and Access Maintenance

This item shall include all costs related to the appropriate control of traffic including warning signs, barriers, lighting etc. which must be provided in accordance with the Transit NZ code of practice for temporary traffic management plan, latest edition including the provision of traffic controllers. This item shall also include for the application and approval of a road opening notice and its subsequent completion by the Contractor before the completion of the Defects Liability period.

Payment shall be a lump sum payable in instalments as the contract progresses.

Note that when 90% of this item has been paid the final 10% will be held until the Certificate of Practical completion has been issued.

Payment will be made for each day traffic control is required and is completed in accordance with the requirements of the Project Specification.

### 3.1.6. Services Location and Protection of Survey Marks

This item shall cover all costs related to locating existing services and protecting them during the Contract Works. It shall include (but not be limited to):

Liaising with service authorities and property owners to identify the locations of existing services and determining where these services may conflict with the existing works.

Locating and protecting all existing services (ie sewer, gas, water, power, telephone and storm water) on the proposed route of the pipelines. Any damage to these services shall be repaired at the contractor's expense.

This item shall include all costs relating to obtaining plans for and the protection or replacement of any and all existing permanent Survey and benchmarks within the area of operations.

Payment shall be equal monthly payments spread over the actual Contract Period.

Note that when 90% of this item has been paid the final 10% will be held until the certificate of Practical completion has been issued.

### 3.1.7. Setting Out

This item shall cover the cost of setting out the contract works in accordance with the Drawings and protection of existing reference points.

Payment shall be per percentage of the setting out works completed.

### 3.1.8. As-Builts, Producer Statements, Operation and Maintenance Manual

This item shall cover the costs of preparing and submitting progressive surveyed as-built plans of the finished works based on work submitted from the previous monthly claims and in accordance with Section 1 of the Project Specification, the production of Producer Statements – Construction for the Contract Works, and three (3) copies of an Operation and Maintenance Manual for each pumping station in accordance with the requirements of Section 4.8.4.13 of the Technical Specification.

This section forms an important part of the whole works. Any plans not conforming to the requirements laid down in the Specification will be rejected.

As-Builts shall also include a copy of field notes and measurements to existing services etc. and shall meet all special data requirements as specified in **Appendix 2: Spatial Data Supply Specifications**.

Payment shall be made on the basis of the percentage value of work completed to the time of claiming for this item. Payment made for any monthly as built information that is subsequently rejected may be deducted from the next progress claim until an acceptable standard is provided.

The Certificate of Practical Completion will not be issued until all required As-Builts, operating manuals, spare parts manuals, technical specifications, serial numbers and operating details have been received and approved by the Engineer

### 3.1.9. Project Signboards

This item shall cover the cost of supplying all material, preparing two project signboards to the requirements provided in the Specification and installing these signboards as directed by the Engineer.

Payment shall be a 50% lump sum when the signboards have been installed and 50% lump sum when they are removed at the end of the Works.

### 3.1.10. a) Quality Assurance

Preparation and Management of Quality Plan

Payment will be made at the tendered lump sum for the preparation of the Quality Plan, incorporating the Engineer's amendments thereto, complying with its requirements and for the management of the Quality Plan during the period of the contract.

Management of the Quality Plan includes all work required to maintain documented systems and records, organise testing and administer the Quality Plan in order to meet the requirements of Section 1.11 of the Project Specification.

15% of the tendered lump sum will be paid on acceptance of the Quality Plan by the Engineer. The remaining 85% will be for the management of the Quality Plan and will be paid at the end of the Contract period.

### b) Quality Control testing

Payment will be made where quality control testing is completed in accordance with the requirements of Section 1.11 of the Project Specification.

The tendered rate shall be in full compensation for all inspecting, sampling, testing, measuring, compilation of records and reporting completed in accordance with the requirements of the Project Specification and the accepted Quality Plan.

### 3.1.11. Programming

All costs in the preparation, submission and management of the Construction Programmes as required in Section 1.9 of the Project Specification shall be included under this item.

15% of the tendered lump sum will be paid on acceptance of the Construction Programmes by the Engineer. The remaining 85% will be paid as per percentage of the works completed.

### 3.1.12. Reporting

All costs incurred in preparing the Contractors Reports required in Sections 1.30 and 1.31 of the specification shall be included under this item.

Where the Contractor does not submit the above reports in the format and by the dates and times specified, all costs incurred by the Engineer in obtaining this information for review and assessing the Contractors performance or for submission to the Principal may be deducted for the Contractors payments.

Payment shall be per percentage of the works completed.

### 3.1.13. Liaison with Property Owners

This item shall include, but is not limited to:

- Liaising with landowners who will be affected by the works including providing advance warning of works being carried out, any meetings required to answer landowner queries and concerns, preparing a photographic record of the property before the works commence, obtaining written acknowledgement from the landowner that the property has been properly reinstated.
- Informing the property owners in writing about the proposed location of the sewage grinder pump station and property boundary assembly, and the alignments of the pressure discharge line and sewer lateral 10 days prior to proceeding with the work and confirm the location and the alignment;
- Informing the property owners in writing about the proposed location of the alarm/control panel and the alignment of the electrical cables between switchboard supply point to alarm panel and from alarm panel to the pump unit 10 days prior to proceeding with the work and confirm the location and the alignment;
- Note that complaints or concerns from the community related to the scheme or the Works should be referred to the RLC Engineer's Representative;

Payment shall be equal monthly payments spread over the actual Contract Period.

Note that when 90% of this item has been paid the final 10% will be held until the certificate of Practical completion has been issued.

### 3.1.14. Pre and Post Works Records and Photography

All costs associated with photographic documentation of key property features (gardens, driveways, condition of existing gravity sewer piping etc.) prior to and following completion of the works. Photographs must be in electronic format, appropriately lit and of a pixel count great enough to accurately portray the pre and post states of the property. Photographs must be names in accordance with the property address and date/time the photograph was taken.

Payment shall be per percentage of the completed pre and post record making.

### 3.1.15. Security

All costs associated with security of work sites (including lay down areas, construction areas etc) required to prevent theft or harm.

Payment shall be equal monthly payments spread over the actual Contract Period.

### 3.1.16. Cultural liaison and induction

Appendix 4 presents the Tarawera Reticulation Scheme Cultural Monitoring Plan. This describes the role of the "Cultural Site Monitor" who will be appointed by Mana whenua prior to the start of physical works. Cultural Protocols (to be administered by the Cultural site Monitor are also provided in the plan.

The plan is a generic overview of typical cultural liaison, induction and monitoring requirements for Stage 2 construction. The requirements that will actually apply to Stage 2 construction are likely to be a sub-set of these, but full details will not be known until the Cultural Site monitor is appointed.

Costs should be included in SCHEDULE OF PRICES 1.16 to cover the following:

- Attendance of all Workers (as defined by the HSWA) at induction training (one session required per Worker;

- Attendance of key staff at a pre-works blessing ceremony;
- Provision for stand down periods for accidental discovery of archaeological sites and associated investigations and management;

Day to day engagement with the Cultural site Monitor as required by the Works. (Any significant issues arising will be the responsibility of the Principal's Project Manager and the Contractor will be expected to escalate such items to them).

Payment shall be equal monthly payments spread over the actual Contract Period.

#### **4. PRESSURE SEWER HOUSE SERVICE CONNECTIONS**

##### **4.1. Pressure Discharge Lines**

This item shall cover all costs associated with the supply and installation of discharge pipes complete in place between each property LPGP unit installation and Boundary Assembly as shown on the drawings or in accordance with the Engineer's direction.

##### **4.1.1. Installation by Open Trenching**

The work includes but not necessarily limited to:

- Surface stripping including saw cutting as required, excavation, backfill and compaction, bedding and disposal of unsuitable excavated materials including any shoring or dewatering required for trenching method of installing HDPE pipe;
- Supply, laying and jointing by electrofusion welding of 40mm OD PE100 SDR11 PN16 discharge pipes and fittings, including all other incidental materials between the limits shown on the drawings;
- Inspecting and testing the pipelines;
- Reinstatement of the ground surface to the pre-works condition;
- Connection to the property boundary assembly & LPGP unit.

Payment shall be per lineal metre of pipe installed measured horizontally along the alignment of the pipe between the centrelines of the LPGP unit and the Boundary Assembly. No deductions for lengths of extra fittings will be made. Payment shall only be made upon successful completion of hydrostatic testing and Engineer's sign off of the works.

##### **4.1.2. Installation by Directional Drilling (trenchless method)**

Directional drilling works include but is not necessarily limited to:

- Preparation of site for directional drilling including obtaining access if so required for the drill rig, getting the rig into position and providing facilities to contain and remove any material removed during the drilling operation. It is also to include excavations for thrust pits and receiving pits including disposal of surplus material, shoring of excavations, monitoring of the position of the drilling head during the course of drilling operations;
- Supply and jointing by electrofusion welding of 40mm OD PE100 SDR11 PN16 discharge pipes and fittings, including all other incidental materials for the complete installation of the PE pipelines by directional drilling;
- The removal off site and safe disposal of all surplus material;
- Hydrostatic testing of the pipelines;
- Monitoring the PE welding process and providing the specified data on each weld to the Engineer;
- Assisting the Engineer in his inspection of the pipelines;
- Backfilling and reinstating the excavated portions made during the process of the directional drilling;
- Connection to the property Boundary Assembly and LPGP unit.

Payment shall be per lineal metre of pipe installed measured horizontally along the alignment of the pipe between the centrelines of the LPGP unit and the Boundary Assembly. No deductions for lengths of extra fittings will be made. Payment shall only be made upon successful completion of hydrostatic testing and Engineer's sign off of the works.

#### **4.2. Supply & Install Low Pressure Grinder Pump (LPGP) Units**

This item covers the supply and installation complete-in-place, of EONE LPGP units (or approved alternative units) to all properties connecting to the Tarawera sewerage scheme.

The work includes, but is not limited to, excavation up to the required depth, sheeting and bracing, shoring, dewatering, furnishing and placing of cast-in-place concrete collar, furnishing and placing of washed gravel bedding for the unit and around the tank, backfill and compaction, site work restoration, conducting start-up and field testing as indicated in the specifications, warranty and all other incidentals and materials described in the Contract Documents to make the units operational.

Payment shall be made for each unit satisfactorily installed in accordance with the Contract Documents and upon sign off of the Engineer's Representative and the respective property owner.

No payment shall be made for units improperly installed such that the minimum slope required for gravity pipe connection from the house to the LPGP unit does not meet the minimum pipe grade required until otherwise rectified.

Provision of extra supports, anchors and trafficable additions as approved and directed by the Engineer will be paid under separate items.

#### **4.3. Supply & Install PE Tank Riser (As required)**

This item is intended for LPGP units that need to be buried deeper than the standard height of the PE tank (i.e. 2 meters), to achieve the required minimum slope of the gravity pipe connection from the house main drainage pipe to the PE tank. This requires approval of the Engineer before any installation is expended.

Payment will be made for each type of riser supplied and satisfactory installed and upon sign off by the Engineer.

#### **4.4. Supply & Install 17 MPa Concrete Ballast (as required)**

Approval of the Engineer or his Representative is required before any work is expended. Payment shall be per cubic metre of concrete used.

#### **4.5. Extra over Costs for PE tank Installations (As directed by the Engineer)**

This provisional sum item covers extra costs that will be incurred over standard PE tank installation cost (item 2.5) in difficult site conditions. This includes but not limited to retaining structures, reinforced concrete slabs, chambers, additional de-watering, other suitable support structures supplied and installed complete-in-place to protect and stabilise the LPGP unit installation.

Engineer's approval is required before any work is expended. Payment shall be assessed on a cost plus basis upon satisfactory completion of the work.



## 4.6. Power Supply

This item shall cover all costs related to the electrical works required to supply power services to all of the LPGP units. This shall include, but is not limited to:

- Supply and install circuit isolation/protection devices, conversion of site Meter box to MEN point as required, cable to alarm/control panels and connection;
- Install cable from alarm/control panel to the pump unit and connection;
- Install alarm/control panel (and post supports if appropriate);
- Identify and test to ensure the earths are effective for regulatory earth loop impedance requirements for those not completed as indicated in the attached spreadsheet;
- Any remedial work required for a sufficient potential fault current to trip the respective pump supply MCB under fault conditions;
- Testing, commissioning and certification;
- All other incidentals and materials deemed necessary to the completion of the works.

### 4.6.1. Allow for the supply and installation of circuit isolation/protection devices to provide power to each Alarm/Control panel.

Measurement for this item shall be made each of the complete installation and payment shall be made only upon satisfactorily completion of the start-up and testing, and submission of the authorization forms mentioned in the Contract Documents for each pump station installed.

### 4.6.2. Allow for the installation of power cable from the supply/protection to each Alarm/Control Panel.

Measurement for this item shall be per lineal metre of cables installed and payment shall be made only upon satisfactorily completion of the start-up and testing, and submission of the authorization forms mentioned in the Contract Documents for each pump station installed.

Allow for any remedial work for a sufficient potential fault current to trip the respective pump supply MCB under fault conditions

### 4.6.3. Allow for the installation of Alarm/Control panels

Measurement for this item shall be made each of the complete installation and payment shall be made only upon satisfactorily completion of the start-up and testing, and submission of the authorization forms mentioned in the Contract Documents for each pump station installed.

### 4.6.4. Allow for the installation of supply cables between Alarm/Control Panels and LPGPs

Measurement for this item shall be made each of the complete installation and payment shall be made only upon satisfactorily completion of the start-up and testing, and submission of the authorization forms mentioned in the Contract Documents for each pump station installed. Note that supply cables are supplied with the LPGP kit, so this allows for the installation costs only.

### 4.6.5. Allow for the supply and installation of alarm/control panel posts/supports

Measurement for this item shall be made each of the complete installation and payment shall be made only upon satisfactorily completion of the start-up and testing, and submission of the authorization forms mentioned in the Contract Documents for each pump station installed.

**4.6.6. Allow for conversion of site meter box to MEN point**

Measurement for this item shall be made each of the complete conversion and payment shall be made only upon satisfactorily completion of the start-up and testing, and submission of the authorization forms mentioned in the Contract Documents for each pump station installed.

**4.6.7. Allow for identification and testing for regulatory earth loop impedance requirements**

Payment shall be a lump sum payment when the works is completed and shall be made only upon satisfactorily completion of the start-up and testing, and submission of the authorization forms mentioned in the Contract Documents for each pump station installed.

**4.6.8. Allow for any remedial work required for a sufficient potential fault current to trip the respective pump supply MCB under fault conditions.**

Measurement for this item shall be made each of the complete installation and payment shall be made only upon satisfactorily completion of the start-up and testing, and submission of the authorization forms mentioned in the Contract Documents for each pump station installed.

**4.6.9. Remediation of inadequate property electrical supply (Provisional Sum)**

Properties that have unsafe or inadequate power supplies must be referred to the Engineer for agreement to specify and undertake any required improvement work.

Payment shall be made when the works is completed and shall be made only upon satisfactorily completion of the start-up and testing and submission of the authorization forms mentioned in the Contract Documents for each pump station installed.

**4.7. Gravity Sewer Pipes House Connections**

This item includes all costs of plant, labour and materials required to connect complete-in-place, the existing main drainage pipe of the property to the LPGP unit in accordance with the specification.

Work includes but not necessarily limited to potholing to locate the existing gravity sewer pipes, taking measurements to determine the point of connection to the existing gravity sewer pipes and the best alignment of the new gravity sewer pipes to connect to the LPGP unit, surface stripping including saw cutting, excavation including any dewatering and shoring required, pipe bedding , laying and jointing of pipes and fittings, backfilling, compaction, reinstating ground surface and the removal off site of all surplus material.

Payment shall be per lineal metre of pipe, per type and size installed and measured horizontally along the centreline of pipe. Payment shall be made upon successful completion of hydrostatic testing, the property owners' signing off and upon issuance of "Certificate of Compliance" by Council.

#### **4.8. Decommissioning of Existing Septic Tanks**

This item shall include all costs associated with the decommissioning of the existing septic tanks in accordance with the Specification. This item shall include, but is not limited to:

- Processing the securing of the approved building consent from the Council on behalf of the property owners and paying the necessary fees;
- Emptying and sterilise the septic tanks and dispose the contents to the approved disposal site;
- Punching a hole and filling up the septic tanks with suitable excavated materials and plugging their inlet and outlet;
- Reinstating the ground surface to pre-Works condition;
- The removal off site and safe disposal of all surplus material.

Payment shall only be made upon successful completion of decommissioning of each tank and associated Engineer's sign off of the works.

#### **4.9. Removal and Decommissioning of existing OSET System**

This item includes all costs associated with the dismantling and removal of all OSET components, i.e. pumps, filters, electrical system, tanks and other associated components. This also include decommissioning of any septic tank component per item 4.10 if present.

Work must be approved by the property owner and the Engineer before starting any work.

Payment shall be made for each unit successfully decommissioned to the satisfaction of the property owner and the Engineer.

#### **5. PROVISION OF DEWATERING EQUIPMENT/WELL POINTING (PROVISIONAL ITEM)**

This item is to cover the cost of all plant, labour and materials required to install and operate well pointing when required to remove excessive groundwater from area that interfere with construction. Well pointing shall be implemented where standard dewatering cannot sufficiently remove water from the construction area. This includes trenches, jacking pits, pump station wells and storage tanks. This item can only be expended on the written approval of the Engineer.

Discharge of water (if required) must be in accordance with BOP Regional Council requirements. Payment shall be per lineal metre of perimeter surface pipe installed.

#### **6. UNSUITABLE MATERIALS**

This shall be a Provisional Item and shall only be expended upon the instruction of the Engineer. It shall cover the costs of the removal of material deemed to be unsuitable by the Engineer. This item shall include (but not be restricted to):

- Excavation of unsuitable material as directed by the Engineer;
- Measuring the volume of unsuitable material removed in conjunction with the Engineer;
- Removal offsite to an approved site for excavated material (site to be arranged by Contractor);
- Importing suitable fill or silt material, laying and compacting in the area.

Payment shall be per cubic metre measured solid in place.

## 7. ROCK EXCAVATION

This is a Provisional Item and shall only be expended upon the instruction of the Engineer. It shall cover the cost of excavating rock by open excavation and includes:

- Measurement of the extent and type of the rock layer and provision of drawings showing the measured profile and calculations on excavation volume to the Engineer;
- Provision of suitable equipment (in accordance with the Specification) to excavate the required profile in the rock material;
- Excavation in the rock and removal of removed material to a suitable disposal area.

Payment shall be per cubic metre of rock removed solid in place.

### Soft Rock

Open excavation in soft rock as defined in the Specification. .

### Hard Rock

Open excavation in hard rock as defined in the Specification

Payment shall be per cubic meter removed and disposed offsite.

## 8. REINSTATEMENT

Includes reinstatement of properties to a condition equal to or better than pre-works.

Payment shall be per square metre of ground reinstated to the required standard. Payment shall be made once reinstatement works have been completed and approved by the property owner.

## 9. UNSCHEDULED ITEMS

Should the Tenderer consider that additional items should be added in respect of the contract work, then he shall enter these under this item titled, "Unscheduled Items" with details and prices. Failure of a Tenderer to do so will be construed as meaning that the Tenderer requires no addition to the schedule in respect of items of work not specifically listed.

### Dayworks Items

The quoted labour rates for Dayworks are to be inclusive of allowances to cover all charges for wages paid, fares, carriage of operatives and staff, travelling allowances and time, lodging allowances, bonus, 'static' overtime, holiday contributions, superannuation, and all other insurances, supervision, including the extra cost of 'lead' money paid to Leading Hands and all such allowances as are paid to workers and others for discomfort, inconvenience and risk, tool allowance and all other liabilities and obligations whatsoever. In addition all rates shall be inclusive of all small tools, site machinery and consumables. The rates shall apply only to work ordered by the Engineer in writing to be carried out as Dayworks during the currency of the contract period.

The hourly rates for Plant are to be inclusive of all allowances for transport charges, operations time, all expenses and running costs. No payment shall be made for standing time.

## Schedule 1: SCHEDULE OF PRICES [Total Evaluation Weighting 75%] (ETB #2)

The Evaluation Price Score will be evaluated as follows:

$$\text{Price Score} = (\text{Lowest proposal price} \times 100 / \text{Proposal price}) \times \text{Weighting (75\%)}$$

This is a Measure and Value contract.

The tenderer must submit a completed Schedule of Prices with their submission using the Excel format supplied with this RFP.

Quantities have been provided in the Schedule based on data from the Property Locality Plans which have been supplied in Appendix 3. These show the approximate location of any existing septic tank and OSET system along with the following:

- Proposed location of the LPGP;
- Proposed location of the control panel (and post if required)
- Location of the existing power supply / meter box;
- Details of existing gravity sewer piping (if significant);
- Location of Boundary Assembly (being installed during Stage 1 construction);
- Proposed route and length of discharge piping to link the LPGP to the Boundary Assembly;
- Additional notes are provided on each plan to indicate specific features or additional considerations;

Please note that the Tarawera area is hilly with well-developed plots and gardens. All properties will require individual consideration for installation planning and grounds restoration. The Principal-organised site visits are mandatory and will allow you to see examples of several sites and their various requirements.

Please note that some properties have more than one dwelling on them although only one LPGP installation is shown. In such cases, each dwelling should receive an individual Simplex LPGP (along with individual power supply and alarm panel). In such installations it is expected that both LPGPs will share the same discharge line to the Boundary Kit. The Locality Plans for these properties only currently show one LPGP, but will be updated prior to procurement and construction.

SCHEDULE OF PRICES (ETB#2)

Tarawera Sewerage Scheme Stage 2: On-Property LPGP Installation

Item	Description	Unit	Quantity	Rate	Total
<b>3.1.</b>	<b>PRELIMINARY AND GENERAL</b>				\$ -
3.1.1.	Establishment	LS	1		\$ -
3.1.2.	Removal Offsite	LS	1		\$ -
3.1.3.	Bond and Insurances	LS	1		\$ -
3.1.4.	Contract Management, Site Safety and Environmental Protection Plan	LS	1		\$ -
3.1.5.	Traffic Control and Access Maintenance	LS	1		\$ -
3.1.6.	Services Location and Protection of Survey Marks	LS	1		\$ -
3.1.7.	Setting Out	LS	1		\$ -
3.1.8.	As- Builts, Producer Statements and Operation and Maintenance Manual	LS	1		\$ -
3.1.9.	Project Signboards	LS	1		\$ -
3.1.10 a)	Quality Assurance	LS	1		\$ -
3.1.10 b)	Quality Control Testing	LS	1		\$ -
3.1.11.	Programming	LS	1		\$ -
3.1.12.	Reporting	LS	1		\$ -
3.1.13.	Liaison with Property Owners	LS	1		\$ -
3.1.14.	Pre/post Photography	LS	1		\$ -
3.1.15.	Security	LS	1		\$ -
3.1.16.	Cultural Liaison/Induction/Monitoring	LS	1		\$ -
<b>4</b>	<b>PRESSURE SEWER HOUSE SERVICE CONNECTIONS</b>				
<b>4.1.</b>	<b>Pressure Discharge Lines</b>				
	This item covers the complete-in-place installation of DN40 PE100 SDR 11 PN16 pipe and fittings pressure discharge lines from the LPGP unit to the Boundary Assembly (BA). Includes connection to the BA and LPGP unit.				
4.1.1.	Installation by open trenching	m	8035		\$ -
4.1.2.	Installation by directional drilling (trenchless method)	m	8035		\$ -
<b>4.2.</b>	<b>Supply &amp; lay low pressure grinder pump (LPGP) units</b>				
	Complete-in-place installation of E-one Grinder pumps (or alternative equivalent unit) approved under this contract.				

4.2.1.	Simplex type	ea.	440		\$ -
4.2.2.	Duplex Type	ea.	10		\$ -
4.2.3.	Quadruplex	ea.	1		\$ -
<b>4.3.</b>	<b>Supply &amp; install PE Tank Riser (As required)</b>				
	Provisional quantity for LPGP units requiring extra depth for the PE tank to comply with the required minimum fall between the house main drainage outlet and LPGP tank.				
4.3.1.	300 mm high	ea.	5		\$ -
4.3.2.	450 mm high	ea.	5		\$ -
4.3.3.	600 mm high	ea.	5		\$ -
<b>4.4.</b>	<b>Supply &amp; install 17 MPa concrete ballast (as required)</b>	m3	20		\$ -
	Cast in place concrete if tank is within groundwater level (as per manufacturer’s installation instructions)				
<b>4.5.</b>	<b>Extra over costs for PE tank installations (As directed by Engineer)</b>				
	Supply and install complete-in-place, required support system to stabilise and protect the LPGP unit installation. Includes supports (i.e. retaining structures, reinforced concrete slabs, and other support structures, etc).				
4.5.1.	Support Structures (case by case basis approval by the Engineer)	PS			
<b>4.6.</b>	<b>Power Supply</b>				
	Includes costs associated with all electrical works to supply power to LPGP units and making the installation compliant with the electricity regulations for a successful and safe operation of the pumps. Includes testing and commissioning of each LPGP installation.				
4.6.1.	Allow for the supply and installation of circuit isolation/protection devices to provide power to each Alarm/Control Panel.	ea.	450		\$ -
4.6.2.	Allow for the installation of power cable from the supply/protection to each Alarm/Control Panel.	m	6750		\$ -
4.6.3.	Allow for the installation of Alarm/Control Panels.	ea.	450		\$ -
4.6.4.	Allow for the installation of supply cables between Alarm Panels and LPGPs.	m	6750		\$ -
4.6.5.	Allow for the supply and installation of alarm/control panel posts/supports	ea.	100		\$ -
4.6.6.	Allow for conversion of site meter box to MEN point	ea.	100		\$ -

4.6.7.	Allow for the identification and testing to ensure the earths are effective for regulatory earth loop impedance requirements	PS				
4.6.8.	Allow for any remedial work required for a sufficient potential fault current to trip the respective pump supply MCB under fault conditions.	LS	100		\$	-
4.6.9.	Remediation of inadequate property electrical supply. This item shall only be expended on the written approval of the Engineer.	PS				
<b>4.7.</b>	<b>Gravity Sewer Pipes House Connections</b>					
4.7.1.	Supply and Lay 100mm dia. SN8 solid wall uPVC pipes and fittings up to 1.5m deep (for Simplex Grinder Pump Stations) and making connection to the existing gravity sewer pipe and LPGP tank.	m	2,320		\$	-
4.7.2.	Supply and Lay 150mm dia SN8 solid wall uPVC pipes up to 1.5m deep (for Duplex Grinder Pump Stations)	m	55		\$	-
4.7.3.	Extra fitting for modification of existing house main drainage outlet to suit connection to LPGP unit (Provisional Item as directed by Engineer)					
a)	100mm dia extra fittings (wye, bends, plugs, etc)	ea	1,100		\$	-
b)	150mm dia extra fittings (wye, bends, plugs, etc)	ea	25		\$	-
<b>4.8.</b>	<b>Decommissioning of Existing Septic Tanks</b>	ea.	430		\$	-
	Includes all work associated with the complete decommissioning of existing septic tanks and eventual connection to the new LPGP units. This also includes the disposal of the septic tank contents to an approved disposal site.					
<b>4.9.</b>	<b>Removal and decommissioning of OSET system (Approval from property owners and Engineer required)</b>	ea	20		\$	-
	Includes the dismantling and removal of all OSET components, i.e. pumps, filter electrical system including decommissioning of the tank component as per item 2.8 above.					
<b>5</b>	<b>Provision of Dewatering Equipment/Well Pointing (Provisional Item)</b>	m	200		\$	-
	Header pipes connected to a perimeter surface pipe or dewatering pump and discharged to suitable discharge point. This item shall only be expended on the written approval of the Engineer.					
<b>6.0.</b>	<b>UNSUITABLE MATERIALS (Provisional Item)</b>					



6.1.	Extra over items: excavation in excess of standard trench dimensions as shown on drawings to excavate, remove and dispose off-site of unsuitable excavated material. Item to be expended only on the written approval of the Engineer.	m <sup>3</sup>	20		\$ -
6.2.	Extra over items, backfilling materials to supply, lay and compact imported backfill material. Provisional item to be expended only on the written approval of the Engineer.	m <sup>3</sup>	20		\$ -
<b>7</b>	<b>ROCK EXCAVATION (Provisional Item)</b>				
7.1.	Extra over items excavation, to excavate, remove and disposal off site of soft rock, in excess of standard trench dimensions as shown on drawings. Soft rock cannot be penetrated using a hand spade but can be ripped using a single ripper mounted on a 20 tonne excavator. Provisional Item to be expended only with the written approval of the Engineer.	m <sup>3</sup>	10		\$ -
7.2.	Extra over items: excavation to excavate, remove and disposal off site of hard rock in excess of standard trench dimensions as shown on the drawings. Hard rock can only be broken up by rock hammers or other percussive methods. Provisional Item to be expended only with the written approval of the Engineer.	m <sup>3</sup>	10		\$ -
<b>8</b>	<b>REINSTATEMENT</b>				
	Reinstate paved Areas				
8.1.	Concrete driveway	m <sup>2</sup>	150		\$ -
8.2.	Concrete footpath	m <sup>2</sup>	150		\$ -
8.3.	Concrete paver area	m <sup>2</sup>	150		\$ -
8.4.	Cobble stone area	m <sup>2</sup>	150		\$ -
8.5.	Reinstate grass lawn area	m <sup>2</sup>	4700		\$ -
<b>9</b>	<b>UNSCHEDULED ITEMS</b>				
9.1.	<b>Dayworks Items (Provisional Item)</b>				
9.1.1.	<b>Labour</b>				
a)	Site Representative	Hrs	80		\$ -
b)	Foreman/Works Supervisor	Hrs	80		\$ -
c)	Geotechnical Engineer	Hrs	40		\$ -
d)	Surveyor including survey equipment	Hrs	40		\$ -
e)	Surveyor & chain person including survey equipment	Hrs	40		\$ -
f)	Drain Layer	Hrs	80		\$ -
g)	Electrician	Hrs	80		\$ -
h)	Labourer	Hrs	80		\$ -

9.1.2.	<b>Materials</b>				
a)	Provisional Sum for the net cost of any materials (supplier’s invoices required) used in the execution of Day works				
		PS	1		
9.1.3.	<b>Major Plant (with operator)</b>				
a)	Provisional Sum for major plant (with operator) day works. To be the NZ Contractors Federation rates (2005 ed.)				
		PS	1		
	<b>TOTAL</b>				

Note that the Excel spreadsheet requires completion of two tabs. Tab 2 is the Schedule of Prices. Tab 1 is a Summary page that also requires you to provide:

- Day Rate
- Onsite Overheads Allowance
- Offsite Overheads Allowance

**NON-PRICE ATTRIBUTES [Total Evaluation Weighting 25%] (ETB#1)**

Tenders shall conform and be evaluated in accordance with the Weighted Attribute method of evaluation as described in the Rotorua Lakes Council Procurement Manual.

The evaluation shall involve assessing tenders against the non-price attributes listed in the table below (i.e. the top two entries). Each attribute shall be scored on a points basis, from 0 (completely inadequate) to 100 (excellent). Any proposal that scores 35 or less on any attribute shall be excluded from further consideration.

The next stage shall consist of multiplying the weight of each attribute by the grade of that same attribute to give an index for each attribute. The indices for each proposal shall then be summed and rounded to the nearest whole number to give an overall index out of 100. The proposal with the highest overall index will be the preferred proposal.

Non-price attributes (ETB#1) will be evaluated in their own right before the price attribute (ETB#2) submission will be accessed.

<b>Attribute</b>	<b>Weighting</b>	<b>Type</b>
<b>Roles, Resourcing and Key Personnel (Technical Skills)</b>	<b>7.5%</b>	<b>NON-PRICE</b>
<b>Methodology, Programme and Risk</b>	<b>17.5%</b>	<b>NON-PRICE</b>
<b>Contract Price</b>	<b>75%</b>	<b>PRICE</b>

**Important Note: Attribute 2 (Methodology, Programme and Risk) has pass/fail criteria associated with it. Failure to meet the pass/fail criteria will exclude that tender from further consideration.**

**Attribute 1: Roles, Resourcing and Key Personnel (Technical Skills) [7.5%]**

Please complete the Key Personnel Schedule and PASS/FAIL Criteria (separate Word document included with this RFP).

You need to enter into the table the key Roles you require to successfully deliver the Scope of this contract. Each role shall be described in terms of its function and how it will directly contribute to the specific needs of the contract delivery.

The name, skills and experience of each person(s) nominated for each role will be described along with the capabilities that make them particularly suitable for the nomination.

Persons nominated for roles are expected to be those who will be engaged for delivery of this contract. If key persons are in an advisory role supporting a less experienced employee, this should be specifically noted along with the expected hours per month expected of the advisory person.

Each nominated role should be provided with the name of a substitute in case the nominated person is unable to fulfil the role. The same experience and skills information should be provided for each of these.

The relevant experience of any proposed Subcontractor roles shall also be supplied.

**Please ensure each submitted document is signed and dated by the tenderer.**

**Attribute 2: Methodology, Programme and Risk [17.5%]**

The submission for this Attribute should be made in three individual parts.

**1. METHODOLOGY**

Please submit as a separate PDF a detailed methodology for delivery of the Works. This should be detailed with specific reference to each of the activities and requirements discussed in the SCOPE OF WORK (Item 1.2 of Section F ‘Project Specification’). The methodology should assume that the Stage 1 construction work is complete and ready for connection of Stage 2 installations.

Include in your methodology how the activities of the delivery will be coordinated to ensure they are carried out in an efficient and workable order, and which Roles in your response to Attribute 1 will perform them. Refer to the submitted PROGRAMME OF WORKS if this helps for clarity.

**2. PROGRAMME OF WORKS**

Please submit as a separate PDF a high level programme for the Works delivery. This should assume that the Stage 1 construction work is 100% complete. .

**3. RISK ASSESSMENT**

Please submit a completed Risk Assessment table using the Excel Spreadsheet included with this RFP.

For each risk identified please provide a clear description of the risk and its cause, what provisions you have included to prevent the risk eventuating, and a plan of action to be taken if the risk does eventuate.

You should list the **ten most significant risks** that may adversely affect delivery of these works (and likely to impact cost, time to completion and construction quality). The description of Risk number 1 has been provided for you and needs to be completed. .

**Note that the provision of ten risks is a PASS/FAIL requirement of this tender. Failure to meet this criteria will exclude this Tender from further consideration.**

**Please ensure each submitted document is signed and dated by the tenderer.**

**PASS / FAIL CRITERIA**

Tenders must meet key minimum standards in order to be considered for evaluation.

Tenderers must declare that their submission meets these requirements. Tenders that provide a YES response to each declaration in the table are considered to have passed this minimum requirement. Tenders that are unable to provide a YES response will not be considered further in the evaluation process.

Please provide answers to the declarations in the table provided in the Key Personnel Schedule and PASS/FAIL Criteria document.

The declarations are:

1. I/We confirm that we are able to meet the Performance Bonding and any other financial checks the Principal deems necessary.
2. I/We have provided full details of our health and safety processes and procedures (these are to be included with the tender submission).
3. I/We declare that any systems (alternatives to E-One) offered as Alternate Tenders have been reviewed and meet all performance requirements. (if applicable)

Rotorua Lakes Council

Contract No. 23/016

For: Tarawera Sewerage Scheme Stage 2 Construction

UNDER THE LOCAL GOVERNMENT ACT 2002 AND ITS AMENDMENTS

TENDER FORM (ETB#2)

To Rotorua Lakes Council  
Private Bag 3029  
Rotorua Mail Centre  
ROTORUA 3046

Having inspected the site and examined the Tender documents for the above contract I/we hereby tender to undertake these Contract Works. We acknowledge the various Special Conditions of Contract and confirm that our tender is in accordance with all of those special conditions.

Our tender (valid in accordance with Conditions of Tendering section 3.3) is for the sum of:

\_\_\_\_\_ (\$ \_\_\_\_\_ exclusive of  
GST. Attached is a completed Schedule of Prices showing how we have calculated our tender sum.

Except as otherwise specified, this tender includes the supply of all plant and labour, the purchase and procurement of all materials and the performance of all services necessary to construct, complete and maintain the Contract Works described in the drawings and specifications.

Unless and until a formal Agreement is prepared and executed, this Tender, together with written acceptance thereof, shall constitute a binding agreement between us. I/We further understand that no payment will be made until the Contract Agreement is signed by both Parties and, if successful, we will sign without delay.

This tender is open for acceptance by the Principal for a period of 60 days from the closing date for tenders.

I/We acknowledge receipt of Notice to Tenderers Numbers:

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_  
(Company Name or Tenderer's Full Name)

Postal Address: \_\_\_\_\_

Postal Code: \_\_\_\_\_

## Schedule 3 – Form of Contractor’s performance bond

Contract for	<a href="#">Click to enter text</a>	
THIS DEED is made on	<a href="#">Click to enter a date</a>	
BY	<a href="#">Click to enter text</a>	
of	<a href="#">Click to enter text</a>	(the Contractor)
AND	<a href="#">Click to enter text</a>	
of	<a href="#">Click to enter text</a>	(the surety)
	<a href="#">Click to enter text</a>	(Address of surety for service)

### IT IS MADE IN THE FOLLOWING CIRCUMSTANCES:

- A The Contractor has entered into an agreement with [Click to enter text](#) of [Click to enter text](#) ('the Principal') to carry out and fulfil the obligations imposed on the Contractor ('the Contract').
- B The Contract requires 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.
- C Words and phrases with capital initial letters that are not otherwise defined in this bond shall have the meaning set out in the Contract.

### BY THIS DEED:

1. THE Contractor and Surety are jointly and severally held and bound to the Principal in the sum of \$NZ[Click to enter amount](#) and bind themselves, their successors and assigns jointly and severally for the payment of that sum.
2. THE Surety irrevocably (subject to clause 3) undertakes to pay to the Principal any sum or sums which may, from time to time, be demanded in writing by the Principal, up to an aggregate amount not exceeding the sum stated in clause 1 above. The Surety shall make payment forthwith upon demand by the Principal, without enquiry as to, and without having regard to, the position as between the Contractor and the Principal, or whether or not the Contractor is in default under the Contract. Payment will be made without reference to, and notwithstanding any instruction from the Contractor to the Surety to the contrary.
3. ANY demand made by the Principal under clause 1 must:
  - (a) Be in writing;
  - (b) Be addressed to the Surety either at the address set out on the execution page or at the registered office of the Surety;
  - (c) State the amount required to be paid;
  - (d) State the bank account to which the amount demanded is to be paid; and
  - (e) Be accompanied by an Engineer’s certificate, stating that, in the Engineer’s reasonable opinion (acting independently and impartially), the Contractor is in default of its obligations under the Contract and having been notified by the Principal to remediate, the Contractor has failed to remediate within a reasonable time having regard to the extent and nature of the default and remediation action to be taken and that the Principal is entitled to call on this bond pursuant to the Contract
4. ANY notice by the Principal under this bond shall be deemed to have been properly given if signed by the Principal or on behalf of the Principal by any of its agents, directors, or employees and delivered by courier or delivered by hands to the Surety at the address above.

The Surety may rely entirely on the face alone of any demand, notice or certificate presented to it under this bond and has no responsibility or obligation to investigate or satisfy itself as to the authenticity or correctness of the matters stated in, the signatures on, or the positions of such signatories stated in a demand, notice or certificate or capacity or entitlement of a party to give and execute a demand, notice or certificate.

5. THE conditions of this bond are that it shall be released if and when:
  - (a) The Final Completion Certificate has been issued for the Contract Works in accordance with 11.4 of the General Conditions;
  - (b) The Surety receives a notice from the Principal releasing the Contractor and Surety from this bond; or
  - (c) The Surety receives a notice from the Principal confirming that a replacement Contractor's Bond has been received and accepted and releasing the Contractor and Surety from this bond; or
  - (d) This bond is returned to the Surety at the address stated above.
6. EXCEPT as provided in clause 3 above and 7 below this bond shall be and remain in full force and effect.
7. THE surety shall not be released from any liability under this bond:
  - (a) By any alteration in the terms of the Contract;
  - (b) By any alteration in the extent or nature of the Contract Works to be carried out, 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; or
  - (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.
8. NOTWITHSTANDING any other provision of this bond, the Surety may, at any time, without being required to do so, pay to the Principal the Specified Amount less any amount or amounts they may previously have paid under this bond, or such lesser sum as may be required and specified by the Principal. Any such payment shall be deemed to have been made at the demand or request of the Principal and thereupon the liability of the Surety under this bond shall immediately cease and determine.
9. THIS bond and the Principal's rights and benefits under it may not be assigned without the prior written approval of the Surety, which shall not be unreasonably withheld
10. THIS bond shall be governed by New Zealand law.

In witness of which this deed has been executed.

SIGNED on behalf of the surety by:

[Click to enter text or paste signature](#)

---

Director

[Click to enter text or paste signature](#)

---

Director

SIGNED on behalf of the Contractor by:

[Click to enter text or paste signature](#)

---

Director

[Click to enter text or paste signature](#)

---

Director

NOTE – This bond shall be executed by the Contractor and by the surety in the manner required for execution of a deed. Any of these parties which are a company shall 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 shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address. Alternatively, companies may execute under power of attorney. Any party which is a body corporate (other than a company) shall execute in the same manner as a company by persons in a comparable position to a company director or otherwise in accordance with section 9 of the Property Law Act 2007. In the case of a party who is an individual, the party shall sign and the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address.



## Schedule 6 – Form of Producer Statement – Construction

<b>ISSUED BY</b>	<a href="#">Click to enter text</a>	<i>(Contractor)</i>
<b>TO</b>	<a href="#">Click to enter text</a>	<i>(Principal)</i>
<b>IN RESPECT OF</b>	<a href="#">Click to enter text</a>	<i>(Description of Contract Works)</i>
<b>AT</b>	<a href="#">Click to enter text</a>	<i>(Address)</i>

[Click to enter the Contractor](#) *(Contractor)* has contracted to [Click to enter the Principal](#) *(Principal)* to carry out and complete certain building works in accordance with a Contract titled [Click to enter project name](#) ('the Contract')

I [Click to enter name](#) *(Duly Authorised Agent)* a duly authorised representative of [Click to enter text](#) *(Contractor)* believe on reasonable grounds that [Click to enter text](#) *(Contractor)* has carried out and completed:

- All
- Part only as specified in the attached particulars of the contract works in accordance with the Contract  
[Click to enter details of attached particulars](#)

[Click to enter text or paste signature](#)

*(Signature of Authorised Agent on behalf of)*

[Click to enter text](#)

*(Contractor)*

[Click to enter text](#)

*(Address)*

Date [Click to enter a date](#)

### Schedule 7 – Information on Contractor arranged construction insurance

To Rotorua Lakes Council  
Private Bag 3029  
Rotorua Mail Centre  
ROTORUA 3046

From Click to enter text (Name of insurance company)  
Click to enter text (Branch)  
Click to enter text (Address)

We confirm having effected construction insurance for:.

Click to enter text (The Contractor)  
Click to enter text (The Principal)  
 In respect of Click to enter text (Project title)  
 Policy wording title is Click to enter text

The following provisions apply:

- Annual policy
- Annual run-off policy
- Annual cut-off policy

We advise that special terms, copy attached, have been specifically applied to this project [Select yes or no](#)

#### 8.1.6

The following forces of nature are insured:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> landslip              | <input type="checkbox"/> earthquake          | <input type="checkbox"/> tsunami           |
| <input type="checkbox"/> tornado               | <input type="checkbox"/> cyclone             | <input type="checkbox"/> storm             |
| <input type="checkbox"/> flood                 | <input type="checkbox"/> lightning strike    | <input type="checkbox"/> volcanic activity |
| <input type="checkbox"/> hydrothermal activity | <input type="checkbox"/> geothermal activity |  |

#### 8.3.3

The sums insured are (GST exclusive):

Contract Price	\$ <u>Click to enter amount</u>
(a) Costs of demolition	\$ <u>Click to enter amount</u>
(b) Professional fees	\$ <u>Click to enter amount</u>
(c) Value of items to be incorporated	\$ <u>Click to enter amount</u>
(d) An allowance for an increase in construction costs	\$ <u>Click to enter amount</u>
(e) An allowance for increased reconstruction costs	\$ <u>Click to enter amount</u>
TOTAL SUM INSURED	\$ <u>Click to enter amount</u>

The policy deductibles are (GST inclusive):

Non-earthquake		\$.....
Natural disaster	.....% of.....minimum of	\$.....
Other (name)	.....	\$.....

8.2.3(a)

Construction period from..... to.....

Insurance maintenance period .....

Policy expiry date [Click to enter a date](#)

Policy cover terms included are:

- 8.2.2 Discretionary cancellation clause [Select yes or no](#)
- 8.2.3 Reinstatement provision on building and consents [Select yes or no](#)
- 8.2.3 Severally insured [Select yes or no](#)
- No settlement delay due to exercise of subrogation [Select yes or no](#)
- 8.2.4 Void ab initio for non-payment of premium without prior notification [Select yes or no](#)

Policy extensions included are:

Sub-limit (if applicable)

- |   |                                  |         |
|---|----------------------------------|---------|
| 8.3.1 Transit (in New Zealand)              | <a href="#">Select yes or no</a> | \$..... |
| 8.3.1 Materials in storage (in New Zealand) | <a href="#">Select yes or no</a> | \$..... |
| 8.2.3 Testing and commissioning             | <a href="#">Select yes or no</a> | \$..... |
| Expediting expenses                         | <a href="#">Select yes or no</a> | \$..... |
| Overseas airfreight                         | <a href="#">Select yes or no</a> | \$..... |

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

This 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 3910:2013.

Insurance Company Stamp [Click to enter text](#) \_\_\_\_\_ Date [Click to enter a date](#) \_\_\_\_\_

(Or name of insurance broking company confirming cover)

SIGNED BY [Click to enter text or paste signature](#) \_\_\_\_\_

SIGNATORY TITLE [Click to enter text](#) \_\_\_\_\_

(Clause numbers refer to NZS 3910:2013 and are for information only.)

## Schedule 8 – Information on Contractor arranged Plant insurance

To Rotorua Lakes Council  
Private Bag 3029  
Rotorua Mail Centre  
ROTORUA 3046

From [Click to enter text](#) (Name of insurance company)  
[Click to enter text](#) (Branch)  
[Click to enter text](#) (Address)

We confirm having effected Plant insurance for:

[Click to enter text](#) (The Contractor)

In respect of [Click to enter text](#) (Project title)

Policy wording title is [Click to enter text](#)

We advise that special terms, copy attached, have been applied to this policy [Select yes or no](#)

The following provisions apply:

- Annual policy  
 Project specific policy

Policy expiry date [Click to enter a date](#)

8.4 The sums insured are (GST exclusive):

All items of Plant Sum insured \$ [Click to enter amount](#)

OR

Valued schedule of construction Plant insured (copy attached)

The policy deductible (GST inclusive) is: \$ [Click to enter amount](#)

Policy cover terms included are:

8.2.2 Discretionary cancellation clause [Select yes or no](#)

8.2.3(a) Reinstatement provision [Select yes or no](#)

8.2.4 Void *ab initio* for non-payment of premium without prior notification [Select yes or no](#)

No settlement delay due to exercise of subrogation [Select yes or 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.

This 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 3910:2013.

Insurance Company Stamp [Click to enter text](#) Date [Click to enter a date](#)

(Or name of insurance broking company confirming cover)

SIGNED BY [Click to enter text or paste signature](#)

SIGNATORY TITLE [Click to enter text](#)

(Clause numbers refer to NZS 3910:2013 and are for information only.)

### Schedule 9 – Information on public liability insurance

To Rotorua Lakes Council  
Private Bag 3029  
Rotorua Mail Centre  
ROTORUA 3046

From Click to enter text (Name of insurance company)  
Click to enter text (Branch)  
Click to enter text (Address)

We confirm having effected public liability insurance to indemnify the Principal and the Contractor against legal liability to third parties for damage, loss or injury caused by an act or omission of the Contractor arising out of the performance of the Contract Works.

Click to enter text (The Contractor)  
Click to enter text (The Principal)  
 In respect of Click to enter text (Project title)  
 Policy wording title is Click to enter text

We advise that special terms, copy attached, have been specifically applied to this project Select yes or no

The following provisions apply:

- Annual policy
- Project specific policy

Policy expiry date Click to enter a date

8.5, 8.9

The limit of indemnity (GST exclusive)	\$	<u>Click to enter amount</u>
Sub-limit insured for (GST exclusive)		
Vibration, removal, or weakening of support	\$	<u>Click to enter amount</u>
Forest and Rural Fires Act 1977	\$	<u>Click to enter amount</u>
Underground services	\$	<u>Click to enter amount</u>
Deductible (GST inclusive)is	\$	<u>Click to enter amount</u>
Deductible for vibration, removal, or weakening of support (GST inclusive)	\$	<u>Click to enter amount</u>
Deductible for underground services (GST inclusive)	\$	<u>Click to enter amount</u>

The policy also covers liability arising out of:

- The ownership/use of Plant not required to be registered for road use Select yes or no
- The use of hired Plant Select yes or no
- The ownership/use of watercraft over 8 m Select yes or no
- The ownership/use of aircraft Select yes or no
- The use of explosives Select yes or no

8.2, 8.7

Policy cover terms included are:

Reinstatement provisions	<a href="#">Select yes or no</a>
Number of reinstatements	<a href="#">Click to enter number</a>
Discretionary cancellation clause	<a href="#">Select yes or no</a>
Void <i>ab initio</i> for non-payment of premium without prior notification	<a href="#">Select yes or no</a>
Severally insured	<a href="#">Select yes or no</a>
No settlement delay due to exercise of subrogation	<a href="#">Select yes or no</a>

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

This 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 3910:2013.

Insurance Company Stamp [Click to enter text](#) Date [Click to enter a date](#)

(Or name of insurance broking company confirming cover)

SIGNED BY [Click to enter text or paste signature](#)

SIGNATORY TITLE [Click to enter text](#)

(Clause numbers refer to NZS 3910:2013 and are for information only.)

### Schedule 10 – Information on Contractor arranged motor vehicle insurance

To Rotorua Lakes Council  
Private Bag 3029  
Rotorua Mail Centre  
ROTORUA 3046

:

From Click to enter text (Name of insurance company)

Click to enter text (Branch)

Click to enter text (Address)

We confirm having effected motor fleet insurance for

Click to enter text (The Contractor)

In respect of Click to enter text (Project title)

Policy wording title is Click to enter text

We advise that special terms, copy attached, have been applied to this policy *Select yes or no*

The following provisions apply:

- Annual policy
- Project specific policy

Policy expiry date Click to enter a date

#### 8.5.2

The limits of liability are (GST exclusive):

Section 2 – Liability \$ Click to enter amount

For any one occurrence arising out of the same event

The policy deductibles are:

Section 2 – Liability (GST inclusive) \$ Click to enter amount

Plus under age penalties

#### 8.2

Policy cover terms included are:

Section 2 Liability automatic reinstatement *Select yes or no*

Discretionary cancellation clause *Select yes or no*

Void ab initio for non-payment of premium without prior notification *Select yes or no*

No settlement delay due to exercise of subrogation *Select yes or 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.

This 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 3910:2013.

Insurance Company Stamp [Click to enter text](#) \_\_\_\_\_ Date [Click to enter a date](#) \_\_\_\_\_

*(Or name of insurance broking company confirming cover)*

SIGNED BY [Click to enter text or paste signature](#) \_\_\_\_\_

SIGNATORY TITLE [Click to enter text](#) \_\_\_\_\_

*(Clause numbers refer to NZS 3910:2013 and are for information only.)*



**Schedule 13 – Form of Contractor (or Subcontractor) warranty**

**THIS AGREEMENT**

is made on \_\_\_\_\_ *(insert date)*

**BETWEEN** Rotorua District Council *(‘the Principal’)*

**AND** \_\_\_\_\_ *(‘the Contractor’)*

**AND** \_\_\_\_\_ *(‘the Warrantor’)*

**DEFINITIONS**

‘Warranted Works’	
‘Warranty Period’	<i>years from the date of Practical Completion of the Contract Works</i>

**BACKGROUND**

- A** The Principal has entered into a contract (the ‘Contract’) with the Contractor for carrying out the Contract Works. The Warranted Works are part of the Contract Works.
- B** The Contractor has agreed to arrange for the provision of a warranty in respect of the Warranted Works for the Warranty Period on the terms set out in this warranty.
- C** The Warrantor has agreed to provide a warranty in respect of the Warranted Works for the Warranty Period on the terms set out in this warranty.

**IT IS HEREBY AGREED**

- 1** The Warrantor warrants to the Principal that the Warranted Works are as required in the Contract. If not otherwise specified the works shall be in accordance with good trade practice.
- 2** This warranty shall be in addition to and shall not derogate from any manufacturer’s warranty or any warranty implied by law or the Defects Notification Period in the Contract, attaching to any part of the Warranted Works.

**3 Warrantor’s obligations**

**3.1**  
The Warrantor agrees that, if within the Warranty Period the Warrantor is advised by the Principal in writing of any defect in the Warranted Works for which the Warrantor is liable under the terms of this warranty, the Warrantor will promptly take steps to remedy the defect.

**3.2**  
Any remedial work which the Warrantor is liable to undertake under this warranty shall be carried out:

- (a) To the standard required by the Contract;
- (b) In a prompt and timely manner;
- (c) Without unnecessary inconvenience to any occupants;
- (d) At the Warrantor’s Cost; and
- (e) Subject to reasonable access being provided to the Warrantor for the purpose of carrying out the remedial work.

### 3.3

Where the Cost of replacement of work and/or Materials is out of all proportion to the consequences of the defect, or where the defect may not be reasonably capable of rectification without substantial expense which is out of all proportion to the Cost of the Warranted Works:

- (a) If the defect is reasonably able to be rectified by repair rather than by replacement, the Warrantor's obligation under this warranty shall be only to repair or otherwise make good the defect;
- (b) The Warrantor may propose reasonable monetary compensation in lieu of remedying the defect; or
- (c) The Warrantor may propose a combination of both repair and compensation.

### 3.4

The Principal shall consider the Warrantor's reasonable proposals and the parties shall endeavour in good faith to reach agreement. Where agreement cannot be reached, the dispute shall be resolved in accordance with clause 7.

## 4 Failure by Warrantor to perform remedial work

### 4.1

If the Warrantor fails to promptly, adequately and satisfactorily carry out the remedial work or to propose acceptable repair or compensation, the Principal may then arrange for the remedial work to be carried out by others.

### 4.2

The Principal shall first give the Warrantor 10 Working Days notice, or such other reasonable time as agreed by the Principal, to carry out and complete the remedial work. If the Warrantor does not do so within that time, the Principal may then advise the Warrantor in writing that the work will be carried out by other Persons.

### 4.3

In such an event, the Warrantor is not released from its obligations under this warranty, which continue in full force and effect, except for the defect remedied by the Principal or by another Person contracted by the Principal.

### 4.4

The reasonable Cost of remedial work carried out by such other Persons including all reasonable Costs of the Principal shall be paid to the Principal by the Warrantor on demand.

## 5 Exclusions

The Principal agrees that the Warrantor is not liable for any defect or damage caused by:

- (a) Wilful act or negligence of the Principal or any Person other than the Warrantor;
- (b) Fire, explosion, earthquake, war, subsidence, slips, faulty materials, or workmanship other than caused by the defect in the Warranted Works;
- (c) Any force of nature which the Warrantor could not have reasonably foreseen;
- (d) Any neglect or unnecessary delay by the Principal in giving notice to the Warrantor of a defect in the Warranted Works becoming apparent;
- (e) Design faults, errors, or discrepancies, unless the Warrantor undertook the design of the part of the Warranted Works that is the subject of the defect;
- (f) Use of the Warranted Works by the Principal or any other Person in any manner or for any purpose not being the intended manner of use or purpose of the Warranted Works;
- (g) Failure by the Principal or other Person to maintain the Warranted Works in accordance with good practice and any manufacturer's stated or recommended instructions or requirements; or
- (h) Fair wear and tear.

**6 Assignment**

The Principal may assign the benefit of this warranty to any Person.

**7 Disputes**

Any dispute between the Principal and the Warrantor arising out of this warranty is to be referred to arbitration before a sole arbitrator. If, within 15 Working Days of notice of dispute, the Principal and the Warrantor cannot agree on a single arbitrator, either party may request the President of the Arbitrators’ and Mediators’ Institute of New Zealand to appoint an arbitrator.

In witness of which this deed has been executed.

**SIGNED** on behalf of the Contractor by:

\_\_\_\_\_  
Director

**SIGNED** on behalf of the Warrantor by:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

**SIGNED** on behalf of the Principal by:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

**NOTE – The warranty**

shall be executed by the Warrantor and the Principal in the manner required for execution of a deed. Any of these parties which are a company shall execute the warranty 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 Warranty is signed under the name of the company by that director, but the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address. Alternatively, companies may execute under power of attorney. Any party which is a body corporate (other than a company) shall execute by affixing its seal, which shall be attested in the manner provided for in the rules of, or applicable to, the body corporate. In the case of a party who is an individual, the party shall sign and the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address.

## Schedule 14 – Agreement for off-site Materials

**THIS AGREEMENT**

is dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**BETWEEN** \_\_\_\_\_ *(‘the Principal’)*

**AND** \_\_\_\_\_ *(‘the Contractor’)*

**AND** \_\_\_\_\_ *(‘the Warrantor’)*

**INTRODUCTION:**

- A** By a contract dated the [Click to enter day](#) day of [Click to enter month](#) 20 [Click to enter year](#) and known as [Click to enter text](#) (‘the Contract’) made between the Principal and the Contractor, the Contractor agreed to carry out the work and obligations imposed on the Contractor by the Contract (‘the Contract Works’).
- B** The Contractor and the Subcontractor have entered into a subcontract for the performance of part of the Contract Works and/or the supply of Materials described in Schedule A to this agreement (‘the Materials’) and intended to be used by the Contractor and/or the Subcontractor in the Contract Works.
- C** The Contractor or the Subcontractor (as nominated in Schedule C) (‘the Bailee’) proposes to store the Materials at the premises of the Bailee (‘the Premises’) as identified in Schedule B as bailee for the Principal, for the purpose of storage, fabrication, sub-assembly, or as otherwise required for the Contract Works prior to being delivered to the Site for incorporation into the Contract Works.
- D** The Contractor has requested the Principal to authorise the Engineer to certify payment for the Materials notwithstanding that the Materials have not been delivered to the Site.
- E** The Principal has agreed to authorise the Engineer to certify payment for the Materials, notwithstanding that the Materials have not been delivered to the Site, subject to all the provisions of this agreement having been fulfilled.

**SCHEDULE A**

Description of Materials inclusive of work performed on them:

[Click to enter text](#)

**SCHEDULE B**

The location in New Zealand at which the Materials will be stored is:

[Click to enter text](#)

**SCHEDULE C**

‘The Bailee’ shall be:

The Contractor

OR

The Subcontractor

**IT IS AGREED AS FOLLOWS:**

1. **THE** Materials to which this agreement relates are those described in Schedule A to this agreement, all of which Materials are currently on the Premises identified in Schedule B.
2. **THE** Premises identified in Schedule B are in the sole control of the party identified in Schedule C and that party shall act as bailee of the Materials until such time as the Materials are delivered to the Site or taken possession of by the Principal.
3. **THE** undertakings, warranties, covenants, agreements and other obligations of the Contractor or the Subcontractor shall bind and be deemed to have been given or assumed by each of them severally and by both of them jointly.
4. **THE** Contractor and the Subcontractor agree that they will cause the Materials to be set apart at the Premises and be clearly and visibly marked individually or in sets as being the property of the Principal and their destination as being the Site. The method used to mark the Materials and the procedures by which the mark is applied to the Materials shall be as required by the Contract or as otherwise approved by the Principal.
5. **NEITHER** the Contractor nor the Subcontractor will permit, allow, or cause the Materials to be taken away from the Premises, except:
  - (a) For the purpose of being transported to the Site and used in the Contract Works; or
  - (b) That the Principal may at its sole discretion take possession of the Materials for use other than for the Contract Works;provided that:
  - (c) Where the Principal takes possession of any Materials under clause 5(b) above, and the Contractor thereby suffers delay or the Contractor or the Subcontractor incurs additional cost, the taking of possession shall be treated as a Variation under the Contract, unless the taking of possession is pursuant to clauses 14.2.1 or 14.2.2 of the Contract; and
  - (d) Where the Principal takes possession of any Materials under clause 5(b) above, and additional work has been carried out on those Materials since being paid for by the Principal, the Principal shall pay the Contractor for that additional work in accordance with the Contract before taking possession of the Materials.
6. **THE** Engineer, upon being satisfied that the Materials have been set apart and marked as required by this agreement, and upon the Contractor providing satisfactory evidence that the requirements of clauses 12 and 20 below have been fully satisfied, shall include in any Payment Schedule issued by the Engineer under the Contract a sum representing the reasonable value of such Materials calculated in accordance with the Contract.
7. **UPON** the Principal having made payment for the Materials, less any retentions or deductions prescribed in the Contract, title to such Materials shall immediately vest in the Principal free of all security interests, charges and encumbrances of any nature whatsoever.
8. **WHERE** the Contractor receives payment for Materials and the Subcontractor is entitled to some or all of the Principal's payment, the Contractor shall promptly pay the Subcontractor for such Materials.
9. **UPON** the request of the Subcontractor, the Engineer shall advise the Subcontractor whether the Contractor has received any payment from the Principal for such Materials.
10. **THE** Contractor and the Subcontractor agree that the Materials will be held by the Contractor or the Subcontractor solely as bailee for the Principal and such bailment will constitute a security interest in favour of the Principal for the purpose of the Personal Property Securities Act 1999 ('the PPSA').
11. **THE** Principal shall (at the Contractor's reasonable cost) register a financing statement on the Personal Property Securities Register ('the PPSR') listing the Principal as secured party and the Contractor and the Subcontractor as debtors for any security interest arising from the bailment of the Materials referred to in this agreement.

12. **THE** Bailee shall promptly do all things including executing any documents and providing all information which the Principal requires to ensure that the Principal receives and maintains at all times a first ranking security interest in the Materials. This shall include procuring from any third party who has registered a financing statement against the Bailee, a waiver, in a form acceptable to the Principal, of any security interest or claim which might otherwise extend to the Materials or their proceeds.
13. **THE** Bailee shall not discharge or amend any financing statement registered under clause 11 above without the prior written consent of the Principal.
14. **NOTHING** in sections 114(1)(a), 133, and 134 of the PPSA shall apply to this agreement.
15. **ANY** rights of the Contractor and the Subcontractor as debtors under sections 116, 120(2), 121, 125, 126, 127, 129, 131, and 148 of the PPSA shall not apply to this agreement.
16. **THE** Bailee hereby grants to the Principal reasonable, free, and unencumbered right of access to the Premises to:
  - (a) Inspect the Materials, and verify or undertake the marking and setting apart of the Materials;
  - (b) Take possession of the Materials for the purpose of delivery to the Site and inclusion in the Contract Works;
  - (c) Remove the Materials from the Premises for the purpose of delivery to the Site and inclusion in the Contract Works; and
  - (d) Take possession of the Materials for use other than for the Contract Works,and in each case in a manner that does not cause damage to any other property at the Premises. The Bailee shall take all steps and do all things as shall be necessary to ensure that the Principal obtains access to the Premises for the purposes of this agreement.
17. **THE** Bailee shall not, except as permitted in clause 5, remove or cause or permit the Materials to be moved from the Premises. The Bailee shall nevertheless be responsible to the Principal for any loss or damage thereto and for any costs of storage or handling.
18. **THE** Bailee shall, when required to do so by the Contractor or the Principal, arrange for the transportation of the Materials to the Site. Such transportation shall be at the cost of the Bailee in all things including loading, unloading, and freight.
19. **WHERE** the Materials are not insured under the construction policy provided in accordance with 8.3.1 or 8.8.1 of the Contract, the Bailee shall, at its expense:
  - (a) Effect a material damage insurance policy covering all of the Materials subject to this agreement in the name of the Principal to the satisfaction of the Principal, as provided in 8.2.1 of the Contract for the full duration of the off-site storage. Such insurance may include an exclusion for loss or damage sustained during processing;
  - (b) Effect a transit insurance policy for transit of all the Materials from the Premises to the Site in the name of the Principal to the satisfaction of the Principal, as provided in 8.2.1 of the Contract for the full duration of the off-site storage.
20. **WITHIN** 15 Working Days of the date of this agreement, the Bailee shall furnish the Principal and the Contractor with evidence of such insurance.
21. **THE** Bailee represents and warrants to the Principal and to the Contractor (where applicable) that:
  - (a) It has good and clear title to the Materials;
  - (b) It has the ability to assign and transfer the Materials to the Principal or the Contractor; and
  - (c) The Materials will be transferred to the Principal or the Contractor free of any security interest.
22. **THE** Bailee undertakes that, if it charges or mortgages all or any part of its property (either real or personal), assets, or undertaking, it will obtain written confirmation from the chargee or mortgagee that the charge or the mortgage over such property, assets, or undertaking does not extend to the Materials once they have been paid for by the Principal or the Contractor (as applicable).

- 23. **NOTHING** in this agreement shall be deemed to limit, waive, or affect the Engineer’s powers under the Contract to order the removal from the Site or the Premises of Materials which are not in accordance with the Contract and the substitution by the Contractor at its own risk and expense of proper Materials. Nothing in this agreement shall be deemed to limit, waive or affect any other powers conferred on the Engineer and/or the Principal under the Contract.
- 24. **EACH** party shall pay its own costs of and incidental to the negotiation, preparation, execution, and any amendment of this agreement.
- 25. **WORDS** and phrases in this agreement shall have the same meanings as are ascribed to them under the Contract except where the context or any express provision of this agreement requires otherwise.

**SIGNED BY** \_\_\_\_\_ *(Authorised Signatory)*

of \_\_\_\_\_ *(Principal)*

**SIGNED BY** \_\_\_\_\_ *(Authorised Signatory)*

of \_\_\_\_\_ *(Contractor)*

**SIGNED BY** \_\_\_\_\_ *(Authorised Signatory)*

of \_\_\_\_\_ *(Subcontractor)*

### Schedule 20 – Deed of Continuity

**THIS DEED** is made on .....20....  
**BY** .....  
**of**.....

(with its successors and permitted assigns called "Subcontractor")

**AND** .....  
**of**.....

(with its successors and permitted assigns called "Contractor")

**IN FAVOUR OF** \_\_\_\_\_.

(with its successors and assigns called the "Principal")

**BACKGROUND**

- A By an agreement dated the ..... day of .....20... (the "Contract") made between the Principal and the Contractor, the Contractor agreed to carry out the Contract Works.
- B Part of the Contract Works to be carried out and which is more particularly specified in the schedule to this warranty (the "Subcontract Works") will be carried out by the Subcontractor pursuant to a subcontract between the Contractor and the Subcontractor (the "Subcontract").
- C Pursuant to the provisions of the Contract, the Contractor has agreed to procure that the Subcontractor enters into this deed in favour of the Principal.

**NOW THIS DEED** witnesses as follows:

- 1. The Subcontractor hereby covenants that in the event of the employment of the Contractor being determined under the Contract, the Subcontractor will, if required by the Principal, complete its portion of the Contract Works for the Principal under the same conditions and for the same consideration as originally agreed between the Contractor and the Subcontractor. The Principal’s obligations for payment to the Subcontractor under those conditions shall only apply for work completed by the Subcontractor on and from the date that the Principal advises the Subcontractor that it is required to complete the Subcontract Works pursuant to this clause.
- 2. **The Principal** may at any time assign all of the Principal’s rights, title, interests and obligations under this deed and the Subcontractor consents to such assignment
- 3. **[Termination of the Subcontract**
- 2.1 Subject to clause 2.2, if either the Contractor or the Subcontractor desires to terminate the Subcontract or assert that the Subcontract is at an end that party must first give notice to the Principal stating:
  - (a) That the notice is a notice under this clause of this deed;
  - (b) That the party giving the notice desires to terminate the Subcontract or assert that the Subcontract is at an end;
  - (c) The grounds upon which that party relies for termination of the Subcontract and details of the events, acts or omissions giving rise to or allegedly substantiating those grounds for termination; and
  - (d) The relevant provisions of the Subcontract express or implied which that party asserts have been breached (if any).
- 2.2 Prior to and following the delivery of a notice under clause 2.1, the party giving the notice:
  - (a) Must not terminate the Subcontract either under its express provisions or under any right at law or in equity; and/or
  - (b) Must not assert that the Subcontract has been brought to an end, unless and until the Principal has consented, acting reasonably, to that party taking the steps or action proposed.
- 4. The Subcontractor must employ the key personnel named in the schedule to this deed in the positions nominated in the schedule to this deed. The Subcontractor shall not remove any such key personnel from their nominated position without prior written consent of the Principal, whose consent shall not be unreasonably withheld.]



5. The Subcontractor acknowledges that it has read the Contract and it is fully conversant with the provisions of the Contract. It is particularly acknowledged that the Subcontractor is a subcontractor of the Contractor appointed pursuant to the provisions of Section 4 of the Contract and is in no way differentiated under the Contract.
6. Any dispute between the Principal and the Subcontractor arising out of this deed shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1996.
7. The dispute shall be referred to a sole arbitrator if the Principal and the Subcontractor agree upon one within 15 days after receipt of the notice of dispute. If a sole arbitrator is not so appointed, then within 5 further days, two arbitrators shall be appointed (by hand delivered notice), one to be appointed by the Principal and one to be appointed by the Subcontractor and such arbitrators shall jointly appoint an umpire.
8. If one party fails to appoint an arbitrator within the period of 5 days, the arbitrator appointed by the other party shall be deemed to have been agreed upon as the sole arbitrator. If neither party appoints an arbitrator within the 5 days, then the notice shall be deemed to have lapsed. References in this agreement to "the arbitrator" shall include, where appropriate, two arbitrators and the umpire.
9. The covenants in this deed on the part of the Subcontractor are for the benefit of and may be enforced by any Person for the time being entitled to receive the benefits of the covenants and agreements as the Principal under the Contract.
10. For the purpose of this deed, except where the context requires otherwise or as expressly modified by this deed, defined references and terms in this deed shall have the same meaning as in the Contract.

**SCHEDULE:**

Key Personnel:

**EXECUTED AS A DEED** for and on behalf of the Subcontractor by:

\_\_\_\_\_  
Full name of director/authorised signatory

\_\_\_\_\_  
Signature of director/authorised signatory

\_\_\_\_\_  
Full name of director/authorised signatory

\_\_\_\_\_  
Signature of director/authorised signatory

**Witness:**

*(if other than two directors sign)*

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Occupation of witness

\_\_\_\_\_  
Address of witness

**EXECUTED AS A DEED** for and on behalf of the Contractor by:

\_\_\_\_\_  
Full name of director/authorised signatory

\_\_\_\_\_  
Signature of director/authorised signatory

\_\_\_\_\_  
Full name of director/authorised signatory

\_\_\_\_\_  
Signature of director/authorised signatory

**Witness:**

*(if other than two directors sign)*

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Occupation of witness

\_\_\_\_\_  
Address of witness

## CONDITIONS OF CONTRACT

### GENERAL CONDITIONS OF CONTRACT

Except where modified by the Special Conditions of Contract, the Contract shall be governed by the document published by Standards New Zealand and entitled “NZS 3910:2013 Conditions of contract for building and civil engineering”.

Copies of this document are available for inspection at the office of the Engineer and may be purchased from Standards New Zealand, Private Bag 2439, Wellington 6020.

### SCHEDULES TO THE NZS 3910:2013 CONDITIONS OF CONTRACT

NZS 3910:2013 Conditions of contract for building and civil engineering construction

#### Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract

Clause <i>in General Conditions</i>	Title and subject matter	Specific condition data
<b>1.</b>	<b>INTERPRETATION</b>	
<b>1.2</b>	<b>Definitions</b>	
	The Principal is:	Rotorua Lakes Council
	of:	1061 Haupapa Street, Rotorua 3046
<b>1.2, 10.2, 12.4.4</b>	Separable Portions	
	<ul style="list-style-type: none"> <li>• Are there any Separable Portions in this Contract?</li> </ul>	No
	<ul style="list-style-type: none"> <li>• If yes, the Separable Portions are as follows and as further defined in the Contract:</li> </ul>	N/A
<b>2.</b>	<b>THE CONTRACT</b>	
<b>2.1</b>	<b>Type of Contract</b>	
<b>2.1.1</b>	This Contract is a:	
	(a) Lump sum contract governed by 2.2;	<input type="checkbox"/>
	(b) Measure and value contract governed by 2.3;	<input checked="" type="checkbox"/>
	(c) Cost reimbursement contract governed by 2.4.	<input type="checkbox"/>
<b>2.4</b>	<b>Cost reimbursement contract</b>	
<b>2.4.1</b>	Allowance(s) which are to be added to Net Cost in a cost reimbursement contract or for parts of the Contract Works which are required to be carried out on a cost reimbursement basis: (If percentages are shown as zero or nil, allowances for overheads and profit are deemed to be included in Net Cost.)	
	<ul style="list-style-type: none"> <li>• Allowance for On-site Overheads:</li> </ul>	Nil (%)
	<ul style="list-style-type: none"> <li>• Allowance for Off-site Overheads and Profit:</li> </ul>	Nil (%)
<b>2.4.4</b>	Indicative estimates of the Contract Price:	
	Are indicative estimates required?	No
<b>2.5</b>	<b>Local authority contracts</b>	
<b>2.5.1</b>	Is this Contract a local authority contract to which 2.5.2 applies?	Yes

Clause <i>in General Conditions</i>	Title and subject matter	Specific condition data
2.5.3	Is this Contract a contract in a public place to which B1 and B2 of Appendix B apply?	Yes
2.5.4	Is this Contract a road contract to which Appendix B applies?	No
	If yes, the allowance under B3 shall be:	(Number of Working Days)
2.6	<b>Evidence of Contract</b>	
2.6.2	How is the Contract Agreement to be executed?	Three sets of contract documents, signed by an authorised representative of the Principal will be forwarded to the Contractor for signing. Only the Contract Agreement is required to be signed by an authorised representative of the Contractor. The Contractor shall retain one set and return the other two sets to the Principal.
2.7	Documents prepared by the Engineer or Principal	
2.7.1	Copies of the Contract shall be supplied without charge to the Contractor in the following electronic form:	PDF or MS Word/Excel.
3.	<b>BONDS</b>	
3.1	Contractor's Bond	
3.1.1	Is a Contractor's Bond required?	Yes
3.1.2	If yes, the amount of the Contractor's Bond shall be:	██████████
3.2	Principal's Bond	
3.2.1	Is a Principal's Bond required?	No
3.2.2	If yes:	
	The amount of the Principal's Bond shall be:	N/A
	The surety for the Principal's Bond shall be:	N/A
4.	<b>SUBCONTRACTS</b>	
4.2	Nominated Subcontractors	
4.2.1	Nominated subcontractors are:	N/A
5.	<b>GENERAL OBLIGATIONS</b>	
5.4	Possession of the Site	
5.4.1	The Contractor shall be given Possession of the Site:	(Select one to apply, (a) or (b))
	(a) 10 Working Days after the Date of Acceptance of Tender	<input type="checkbox"/>
	(b) On the following date: To be agreed	<input checked="" type="checkbox"/> To be on a date mutually agreed with the Engineers Representative
5.4.4	Limits on the Contractor's right of entry to adjoining properties are:	Any access to adjoining properties to be arranged by the Contractor with the respective property owner.
5.5	Separate Contractors	
5.5.1	Separate Contractors who may be carrying out work on the Site concurrently with the Contract Works are:	
5.5.2	Are facilities for Separate Contractors required?	No
	If yes, details of facilities required are:	N/A
5.6	Care of the works and Site	
5.6.6(g)	Further risks specifically excepted are:	Nil

Clause <i>in General Conditions</i>	Title and subject matter	Specific condition data
5.10	Programme	
5.10.4	Is the programme required to be a Comprehensive Programme?	Yes
5.10.4(e)	If yes, other requirements for the Comprehensive Programme are:	
5.10.5	The Comprehensive Programme shall use the following software:	
5.10.6	Updates of the Comprehensive Programme shall be provided at the following intervals:	
5.11	Compliance with laws	
5.11.3	Exceptions to the Principal's obligations to obtain licences under 5.11.3 are:	Nil
5.11.4	Exceptions to the Contractor's obligation to give notices and obtain other licences under 5.11.4 are:	Nil
5.17	Safety plan	
	A Contract-specific safety plan is required to be prepared by the Contractor	Yes
5.18	Quality plan	
	Is a quality plan required to be prepared by the Contractor?	Yes
5.19	Traffic management plan	
	Is a traffic management plan required to be prepared by the Contractor?	Yes
5.20	As-built drawings, manuals, and maintenance records	
5.20.1(a)	Are as-built drawings required to be prepared by the Contractor?	Yes
5.20.1(b)	Are operation and maintenance manuals required to be prepared by the Contractor?	Yes
5.20.1(c)	Are maintenance records required to be prepared or updated by the Contractor?	Yes
6.	ENGINEER'S POWERS AND RESPONSIBILITIES	
6.1	Appointment of Engineer	
6.1.2	The Engineer is:	Eric Cawte
	whose professional qualification is:	Bachelor of Engineering
8.	INSURANCE	
8.1	General	
8.1.1	The party identified below shall arrange the following insurances referred to in the following clauses:	
	8.3 and 8.8 Construction	Contractor
	8.8 Existing structure(s) and contents	Principal
	8.4 Plant	Contractor
	8.5 or 8.9 Public liability	Contractor
	8.5.2 Motor vehicle liability	Contractor
	8.6 Professional indemnity	The Contractor is not required to hold professional indemnity insurance.
8.1.6	The following forces of nature shall be specifically insured under 8.3, 8.8, or 8.9 as applicable:	

Clause <i>in General Conditions</i>	Title and subject matter	Specific condition data
	(a) Landslip:	Yes
	(b) Earthquake:	Yes
	(c) Tsunami:	No
	(d) Tornado:	Yes
	(e) Cyclone:	Yes
	(f) Storm:	Yes
	(g) Flood:	Yes
	(h) Lightning strike:	Yes
	(i) Volcanic activity:	Yes
	(j) Hydrothermal activity:	Yes
	(k) Geothermal activity:	Yes
8.3, 8.8	Construction insurance (These items are required to be completed whether the Contractor or the Principal is the insuring party (see 8.1 above))	
8.3.2, 8.8	The following shall have their respective interests noted in the construction insurance policy:	Rotorua District Council. Land Owners.
8.3.3, 8.8	Where construction insurance is required (see 8.1 above), the amount of insurance to be effected for the Contract Works and Materials shall be for not less than the sum of the Contract Price, after the acceptance of the offer, plus the following allowances:	
	(a) An allowance for the Cost of demolition, disposal and preparation for replacement work, equal to:	
	(i)The amount in the right hand column:	
	(ii)The percentage in the right hand column of the Contract Price adjusted as above:	5 (%)
	(b) An allowance for professional fees including the Cost of clerks of works and inspectors, equal to:	
	(i)The amount in the right hand column:	
	(ii)The percentage in the right hand column of the Contract Price adjusted as above:	10 (%)
	(c) An allowance for items to be incorporated in the Contract Works, the Cost of which is not included in the Contract Price, equal to:	
	(i)The amount in the right hand column	(\$ Nil
	(ii)The percentage of the Contract Price adjusted as above, stated in the right hand column:	Nil (%)
	(d) An allowance for an increase in the Contract Price due to Variations equal to:	
	(i)The amount in the right hand column:	
	(ii)The percentage of the Contract Price adjusted as above, stated in the right hand column:	10 (%)
	(e) An allowance for increased construction Costs due to inflation equal to:	
	(i)The amount in the right hand column:	

Clause <i>in General Conditions</i>	Title and subject matter	Specific condition data
	(ii)The percentage of the Contract Price adjusted as above, stated in the right hand column:	5%
8.4	Contractor arranged Plant insurance	
	Where Plant is required to be insured (see 8.1 above):	(select one to apply, (a) or (b))
	(a) The Contractor shall insure the following items of Plant on the Site for the amounts stated:	
	(b) The Contractor shall insure each item of Plant on the Site having a current market value of more than:	<input checked="" type="checkbox"/> (\$) 50,000
8.5	Contractor arranged public liability insurance	
8.5.1	Where required (see 8.1 above), public liability insurance shall be effected by the Contractor for an amount not less than:	<input checked="" type="checkbox"/> (\$) 5,000,000 in respect of any one incident
	Such public liability insurance may include sub-limits:	
	<ul style="list-style-type: none"> <li>For liability arising out of vibration, weakening or removal of support, of not less than:</li> </ul>	(\$) N/A
	<ul style="list-style-type: none"> <li>For liability under the Forest and Rural Fires Act 1977, of not less than:</li> </ul>	(\$) N/A
8.5.2	Where required (see 8.1 above), motor vehicle third party liability insurance shall be effected for an amount not less than:	(\$) 10,000,000
8.6	Contractor arranged professional indemnity insurance	
8.6.1	Where required (see 8.1 above), professional indemnity insurance for design by the Contractor shall be effected for an amount not less than:	
	<ul style="list-style-type: none"> <li>For any one claim:</li> </ul>	(\$) Nil
	<ul style="list-style-type: none"> <li>And for an amount in the aggregate of:</li> </ul>	(\$) Nil
8.6.2	Sub-limits of liability for design of parts of the Contract Works by Subcontractors shall be not be less than: (list specific part(s) of Contract Works and applicable \$ sub-limits for any one claim and for an amount in the aggregate, or state if not require(d))	N/A
8.8	Principal arranged construction insurance (refer also to 8.3)	
	In accordance with 8.7.2, the insurance policy wording title is:	N/A
	In accordance with 8.7.2, the extraordinary exclusions, conditions, warranties or endorsements to the policy are:	N/A
8.8.1	Where the Principal is required to effect construction insurance (see 8.1 above):	
	The lead insurer is:	N/A
	Address of lead insurer:	N/A
	The Nominal Deductibles are:	
	<ul style="list-style-type: none"> <li>For damage arising out of the Contract Works:</li> </ul>	N/A
	<ul style="list-style-type: none"> <li>For other claims:</li> </ul>	N/A
	<ul style="list-style-type: none"> <li>For natural perils:</li> </ul>	N/A
8.8.2(a)	The existing structures or properties are:	

Clause <i>in General Conditions</i>	Title and subject matter	Specific condition data
	<ul style="list-style-type: none"> <li>The replacement value to be insured is:</li> </ul>	(\$ Nil)
	<ul style="list-style-type: none"> <li>The lead insurer is:</li> </ul>	N/A
	<ul style="list-style-type: none"> <li>Address of lead insurer:</li> </ul>	N/A
	The Nominal Deductibles are:	
	<ul style="list-style-type: none"> <li>For damage arising out of the Contract Works:</li> </ul>	\$
	<ul style="list-style-type: none"> <li>For other claims:</li> </ul>	\$
	<ul style="list-style-type: none"> <li>For natural perils:</li> </ul>	\$
8.8.2(b)	Other structures or property in the vicinity are:	N/A
	<ul style="list-style-type: none"> <li>The replacement value to be insured is:</li> </ul>	(\$ Nil)
	<ul style="list-style-type: none"> <li>The lead insurer is:</li> </ul>	N/A
	<ul style="list-style-type: none"> <li>Address of lead insurer:</li> </ul>	N/A
	The Nominal Deductibles are:	
	<ul style="list-style-type: none"> <li>For damage arising out of the Contract Works:</li> </ul>	N/A
	<ul style="list-style-type: none"> <li>For other claims:</li> </ul>	N/A
	<ul style="list-style-type: none"> <li>For natural perils:</li> </ul>	N/A
8.8.2(c)	Contents insurance:	
	<ul style="list-style-type: none"> <li>The replacement value to be insured is:</li> </ul>	(\$ Nil)
	<ul style="list-style-type: none"> <li>The lead insurer is:</li> </ul>	N/A
	<ul style="list-style-type: none"> <li>Address of lead insurer:</li> </ul>	N/A
	The Nominal Deductibles are:	
	<ul style="list-style-type: none"> <li>For damage arising out of the Contract Works:</li> </ul>	N/A
	<ul style="list-style-type: none"> <li>For other claims:</li> </ul>	N/A
	<ul style="list-style-type: none"> <li>For natural perils:</li> </ul>	N/A
8.9	Principal's option to insure public liability	
8.9.1	Where required (see 8.1 above), the Principal shall effect public liability insurance for an amount not less than:	(\$ Nil)
	The lead insurer is:	N/A
	Address of lead insurer:	N/A
	The Nominal Deductible is:	N/A
	In accordance with 8.7.2:	
	<ul style="list-style-type: none"> <li>the policy wording title is:</li> </ul>	N/A
	<ul style="list-style-type: none"> <li>extraordinary exclusions, conditions, warranties, or endorsements to the policy are:</li> </ul>	N/A
8.9.2	Such public liability insurance may include sub-limits for:	
	<ul style="list-style-type: none"> <li>Liability arising out of vibration, weakening or removal of support:</li> </ul>	(\$ Nil)
	<ul style="list-style-type: none"> <li>Liability under the Forest and Rural Fires Act 1977:</li> </ul>	(\$ Nil)



Clause <i>in General Conditions</i>	Title and subject matter	Specific condition data
9.	VARIATIONS	
9.3	Valuation of Variations	
9.3.9	For On-site Overheads:	
	(a) The prices and rates in the Schedule of Prices are inclusive of full allowance for On-site Overheads;	<input checked="" type="checkbox"/>
	(b) The prices and rates in the Schedule of Prices are exclusive of On-site Overheads.	<input type="checkbox"/>
9.3.7, 9.3.9	The allowance for On-site Overheads to be added in accordance with 9.3.7 & 9.3.9 is:	
	(i) Agreed percentage:	<input type="checkbox"/>
	(ii) As nominated in the Schedule of Prices;	<input checked="" type="checkbox"/> Include in Schedule of Prices
	(iii) As nominated in the Contractor's tender;	<input type="checkbox"/>
	(iv) A reasonable percentage.	<input type="checkbox"/>
9.3.10	For Off-site Overheads and Profit:	
	(a) The prices and rates in the Schedule of Prices are inclusive of Off-site Overheads and Profit;	<input checked="" type="checkbox"/>
	(b) The prices and rates in the Schedule of Prices are exclusive of Off-site Overheads and Profit;	<input type="checkbox"/>
9.3.7, 9.3.10	The allowance for Off-site Overheads and Profit to be added in accordance with 9.3.7 & 9.3.10 is:	
	(i) Agreed percentage:	<input type="checkbox"/>
	(ii) As nominated in the Schedule of Prices;	<input checked="" type="checkbox"/>
	(iii) As nominated in the Contractor's tender;	<input type="checkbox"/>
	(iv) A reasonable percentage.	<input type="checkbox"/>
9.3.11	For time-related Cost, the Working Day rate in compensation for time-related On-site Overheads and Off-site Overheads and Profit in relation to an extension of time to be applied in accordance with 9.3.11 is:	
	(a) Agreed rate per Working Day;	<input type="checkbox"/>
	(b) As nominated in the Schedule of Prices;	<input checked="" type="checkbox"/>
	(c) As nominated in the Contractor's tender;	<input type="checkbox"/>
	(d) Reasonable Compensation.	<input type="checkbox"/>
9.3.15	For processing of Variations, the percentage to be paid in accordance with 9.3.15 is:	
	(a) Agreed percentage:	<input checked="" type="checkbox"/> Nil (%)
	(b) As nominated in the Schedule of Prices;	<input type="checkbox"/>
	(c) As nominated in the Contractor's tender;	<input type="checkbox"/>
	(d) The reasonable Cost of processing Variations.	<input type="checkbox"/>

Clause <i>in General Conditions</i>	Title and subject matter	Specific condition data
10.	TIME FOR COMPLETION	
10.2	Due Date for Completion	
10.2.1	The periods to be used for calculating the Due Date for Completion are:	
	(a) For the Contract Works:	As per tenderer's submission
	(b) For any Separable Portions:	N/A
10.4	Practical Completion Certificate	
10.4.5	Prior to the issue of the Practical Completion Certificate:	Certificate Code of Compliance issued by Building Consent for each connected property.
	(a) Producer Statements in the form of Schedule 6 are required;	<input checked="" type="checkbox"/>
	(b) Producer Statements as set out in the following parts of the Contract are required:	<input type="checkbox"/>
	(c) Producer Statements are not required.	<input type="checkbox"/>
	(d) As-built drawings and operation and maintenance manuals are required;	<input checked="" type="checkbox"/>
10.5	Damages for late completion	
10.5.1	Liquidated damages shall be applied as follows:	
	<ul style="list-style-type: none"> <li>• In respect of the Contract Works</li> </ul>	(\$1,000 per Working Day)
	<ul style="list-style-type: none"> <li>• In respect of any Separable Portion(s):</li> </ul>	
10.6	Bonus for early completion	
	Is a bonus to be payable?	
	<ul style="list-style-type: none"> <li>• If yes, the bonus for the Contract Works is:</li> </ul>	
	<ul style="list-style-type: none"> <li>• If yes, bonuses for any Separable Portion(s) are:</li> </ul>	
11.	DEFECTS LIABILITY	
11.1	Defects Notification Period	
	The Defects Notification Period shall be:	
	<ul style="list-style-type: none"> <li>• For the Contract Works</li> </ul>	12 months from the date of practical completion.
	<ul style="list-style-type: none"> <li>• For any Separable Portion(s):</li> </ul>	
11.3	Final Completion Certificate	
11.3.2(a)	Prior to issue of the Final Completion Certificate:	
	(a) Producer Statements in the form of Schedule 6 are required;	<input checked="" type="checkbox"/>
	(b) Producer Statements as set out in the following parts of the Contract are required:	<input type="checkbox"/>
	(c) Producer Statements are not required.	<input type="checkbox"/>
	(d) Certificate Code of Compliance issued by RLC Building Consent team for each connected property	<input checked="" type="checkbox"/>
11.3.2(b)	Prior to the issue of the Final Completion Certificate:	
	(a) As-built drawings and operation and maintenance manuals are required;	<input checked="" type="checkbox"/> And all other requirements as per Specification

Clause <i>in General Conditions</i>	Title and subject matter	Specific condition data
	(b) As-built drawings and operation and maintenance manuals are not required.	<input type="checkbox"/>
11.5	Warranties	
11.5.1	(a) No warranties are required;	<input type="checkbox"/>
	(b) The Contractor shall provide warranties as set out in the Contract for the following items of work:	<input checked="" type="checkbox"/>
	(c) Manufacturer's warranties (including LPGPs and associated proprietary systems) are to be transferred to the Principal.	<input checked="" type="checkbox"/>
11.6	Guarantees	
11.6.1, 11.6.2	(a) No guarantees are required;	<input checked="" type="checkbox"/>
	(b) The Contractor shall provide guarantees in the following form:	<input type="checkbox"/>
12.	PAYMENTS	
12.1	Contractor's payment claims	
12.1.3(b)(iii)	Advances for Materials delivered to the Site	
	(a) Advances for Materials delivered to the Site but which have yet to be incorporated in the Contract Works shall not be made;	<input checked="" type="checkbox"/>
	(b) Advances for Materials delivered to the Site but which have yet to be incorporated in the Contract Works shall be made, subject to the following conditions:	
12.1.3(b)(iv)	Advances for Temporary Works or Plant	
	(a) Advances for Temporary Works or Plant shall not be made;	<input checked="" type="checkbox"/>
	(b) Advances for Temporary Works or Plant shall be made, subject to the following conditions:	Nil
12.1.3(b)(iv)	Advances for Materials not yet on Site	
	(a) Advances for Materials not on Site shall not be made;	<input type="checkbox"/>
	(b) Advances for Materials not yet on Site shall be made, subject to the following conditions:	<input checked="" type="checkbox"/> In accordance with NZS3910 Schedule 14
12.3	Retention monies	
12.3.1, 12.3.2	The percentage to be retained from each progress payment and the limit of the total sums retained shall be in accordance with the following:	
	(a) For the Contract Works, a total retention of: <ul style="list-style-type: none"> <li>• 10% on the first \$200,000, and</li> <li>• 5% on the next \$800,000, and</li> <li>• 1.75% on amounts in excess of \$1,000,000, and</li> <li>• With a maximum total retention when aggregated of \$200,000, and</li> <li>• With a defects liability retention of half the total retention.</li> </ul>	<input checked="" type="checkbox"/>

Clause <i>in General Conditions</i>	Title and subject matter	Specific condition data
12.3.3	Bond in lieu of retention	
	(a) The Contractor may provide a bond in lieu of retentions;	<input checked="" type="checkbox"/>
	(b) The Contractor may not provide a bond in lieu of retentions.	<input type="checkbox"/>
12.8	Cost fluctuations	
	(a) Cost fluctuations shall not be paid;	<input checked="" type="checkbox"/>
	(b) Cost fluctuations shall be paid in accordance with the amended Appendix A.	<input type="checkbox"/>
	(c) Cost fluctuations shall be paid in accordance with the method described in	<input type="checkbox"/>
12.13	Goods and services tax	
12.13.2	Payment Schedules provided by the Engineer:	
	(a) Shall not be in the form of a tax invoice;	<input type="checkbox"/>
	(b) Shall be in the form of a buyer created tax invoice and the parties agree not to issue any other tax invoice for items covered by the Payment Schedule.	<input checked="" type="checkbox"/>
13.	DISPUTES	
13.4	Arbitration	
13.4.3	If required, the arbitrator shall be nominated by the following Person:	The Engineer
15.	SERVICE OF NOTICES	
15.1.2	For the purpose of service of written notice:	
	(a) The address of the Principal is:	Rotorua Lakes Council
	Postal address:	Private Bag 3029, Rotorua Mail Centre, Rotorua 3046
	Delivery address:	1061 Haupapa Street, Rotorua
	Mark for the attention of:	
	Email address:	
	Other agreed means of electronic communication and address detail:	As mutually agreed by the parties from time to time
	(b) The address of the Contractor is:	Details to be provided subsequent to Contract award
	Postal address:	
	Delivery address:	
	Mark for the attention of:	
	Email address:	
	Other agreed means of electronic communication and address detail:	As mutually agreed by the parties from time to time
	(c) The address of the Engineer is:	To be advised
	Postal address:	
	Delivery address:	
	Mark for the attention of:	
	Email address:	
	Other agreed means of electronic communication and address detail:	As mutually agreed by the parties from time to time

**Schedule 2 – Special Conditions of Contract – Other Conditions of Contract****4.1.3 Add at the End of the Clause**

and the Contractor remains primarily responsible for all acts, omissions and negligence of any Subcontractors as if they were the acts, omissions and negligence of the Contractor, and shall, without prejudice to the foregoing, communicate with and attend to each subcontractor to ensure any subcontracted work is completed in accordance with the Contract Documents and the Contractor shall make good any defect or damage upon completion of each subcontractor's work.

**4.1.4 Add New Clause**

The Contractor shall ensure that all Subcontractors, as a condition to engagement:

- a. enter into a Deed of Continuity in favour of the Principal be in the form of the Deed of Continuity in Schedule Twenty; and
- b. enter into a subcontract with the Contractor, the terms of which shall be consistent with the terms of the Contract Documents and, without limiting the foregoing, containing a provision that, if requested by the Principal, the Subcontractor shall confirm on a monthly basis that payment has been received for all monies due under the Contract for work carried out by the Subcontractor that is not subject to dispute; and

The Contractor acknowledges that the Principal shall not be obliged to make any progress payment to the Contractor to the extent that it is for an amount claimed by a Subcontractor (or the Contractor as the case may be) if the Subcontractor has not complied with the requirements of the preceding sub-clause or it becomes aware that a Subcontractor has not been paid an undisputed amount; and

Nothing contained in this clause shall be construed as limiting the obligations of the Contractor to the Principal to carry out and perform the Contract Works in accordance with the Contract Documents. The Contractor shall be principally liable to the Principal in respect of such obligations whether or not all or any part of the Contract Works have been subcontracted.

**5.1.5 Insert “(including the security of the plant and equipment and the safe, secure storage of the Materials in accordance with the manufacturer’s recommendations at all times whether on Site or off Site)” before the words “and methods of construction.”****5.1.7 Add New Clause**

The Contractor hereby represents and warrants to the Principal that it is fully experienced and properly qualified, licensed, equipped, organised and financed to perform and complete the Contract Works to the extent specified under the Contract. The Contractor shall act as an independent contractor and not as an agent of the Principal in performing the contract, maintaining complete control over its employees and all of its Subcontractors. The Contractor shall perform the Contract Works in accordance with its own methods and Good Industry Practice subject always to compliance with the Contract.

#### 5.2.4 Add New Clause

##### Key Personnel

- (a) The Contractor must ensure that the Key Personnel are dedicated to completing the Contract Works.
- (b) The Contractor may only replace a Key Person:
  - (i) if the Principal directs the substitution of the Key Person under clause 5.2.4(d);
  - (ii) where the Contractor proposes such replacement as being, in the particular circumstances, best for the Contract Works and the Principal agrees (at its entire discretion) with the proposal and consents to the replacement;
  - (iii) if the Key Person dies or suffers from ill health or some serious domestic problem;
  - (iv) if the Key Person retires or permanently resigns from the employment of the Contractor;  
or
  - (v) if the Key Person's work in respect of the Contract Works has been completed.
- (c) If a Key Person is unable to undertake the Contract Works due to the circumstances described in clauses 5.2.4(b)(iii) or 5.2.4(b)(iv), or a Key Person is proposed to be replaced by the Contractor under clause 5.2.4(b)(ii), the Contractor must notify the Principal immediately, including the proposed replacement. The proposed replacement must be:
  - (i) of no lesser skill, experience and expertise to the person he or she is replacing;
  - (ii) available to immediately commence undertaking the relevant role on the Project and for the remaining nominated periods;
  - (iii) acceptable to the Principal (at its entire discretion) and such consent shall not be unreasonably withheld; and
  - (iv) provided at no additional charge.
- (d) The Principal may, at its entire discretion, give notice requiring the Contractor to remove a Key Person from work in respect of the Contract Works. The Contractor is to promptly arrange for the removal of that Key Person and his or her replacement in accordance with clause 5.2.4(c).
- (e) The Contractor agrees and acknowledges, that:
  - (i) the selection of the Contractor by the Principal for undertaking the Contract Works was and is reliant upon the availability of the Key Personnel as a fundamental term of the Contract.
  - (ii) The removal or replacement of any Key Person in accordance with this clause 5.2.4 does not relieve the Contractor of any of its responsibilities under the Contract

#### 5.7.5 Insert at the End of the Clause

The Contractor will have and comply with a written Health & Safety in Employment Policy and a Site-specific safety plan as required by 5.17, which have been approved by the Principal and which:

- (a) satisfies the Ministry of Business, Innovation and Employment, WorkSafe New Zealand and any relevant occupational safety and health standards; and
- (b) specifically address security and safety issues (including the need to identify, record and act upon near misses) arising from the shared occupation of the Land,

In particular, the Contractor will comply with all the requirements of the Health and Safety at Work Act 2015, including any regulations made pursuant to section 211 of that Act and the Contractor will maintain best practice and industry standards. The Contractor undertakes to the Principal that the Contractor will take all reasonably practicable steps to ensure that no act or omission:

- (c) causes a hazard, significant hazard, harm or serious harm to any employee of the Contractor or any person at the place of work or in the vicinity of the place of work including any employee of the Principal; or
- (d) is a breach of duty or obligation of the Contractor under the Health and Safety at Work Act 2015; or
- (e) does or is likely to give rise to the issue of an improvement or prohibition notice, enforcement proceedings or a prosecution under the Health and Safety at Work Act 2015 against the Principal, the Contractor, any Subcontractor or Separate Contractors.
- (f) Specific hazards in relation to the site include Hydrogen Sulphide and Asbestos, in confined spaces. The Contractor will formulate their Site Specific Safety Plan to address these hazards using existing information and their own assessments to the satisfaction of the Principal.

#### 5.7.6 Add new Clauses:

The Contractor must, prior to commencing work on the Site and then to the absolute satisfaction of the Engineer:

- (a) Plan, establish, document and maintain an occupational safety and health system addressing the matters referred to in 5.7.5; and
- (b) Provide the Principal with access to the Contractor's occupational safety and health system to enable monitoring/surveillance if required by the Engineer.

5.7.7 All operations necessary for the execution of the Contract Works will be carried out in accordance with the relevant Authority consents and so as not to interfere unnecessarily with the convenience of the public, or with the condition of, or access to, or use of, public or private highways, access ways, roads, bridges, public places or footpaths.

5.7.8 The Contractor will take all necessary precautions for the safety of the public, pedestrian and vehicular traffic and Subcontractors and employees, and in particular will:

- (a) be responsible for traffic control during the course of the execution of the Contract Works;
- (b) comply with the Principal's requirements as to traffic control;
- (c) take all reasonable precautions to prevent accidents while undertaking the Contract Works by erecting fences, barriers, signs and devices to cause traffic to slow down;
- (d) ensure adequate lighting in and around the Site at all times;
- (e) where there is any hole, well, excavation, or other place dangerous to persons passing along the Site, fill in or enclose the same; and
- (f) whenever the public safety or relevant laws require, enclose the Contract Works by a fence to the satisfaction of the Engineer.

- 5.7.9 As an essential term of the Contract, the Contractor must ensure that the Site and Contract Works (and areas used in connection with them) are safe for:
- (a) any person involved or affected by the carrying out of the Contract Works;
  - (b) any visitors to the Site; and
  - (c) any person in the immediate vicinity of the Site or Contract Works affected by any part of the Contract Works or works associated with the Contract Works undertaken outside of the perimeter of the Contract Works.

5.7.10 The Contractor must:

- (a) liaise regularly with the Principal to identify, record and address any health and safety issues, hazards or risks on the Site (including any near misses), the Contract Works or any personnel or conduct associated with them;
- (b) provide such information as the Principal reasonably requires in respect of all matters referred to in 5.7.10(a); and
- (c) without limiting any of the Contractor's obligations, must comply with any reasonable requirements of the Principal or the Engineer in respect of the matters referred to in 5.7 (including in respect of any independent auditing or review of standards and practices).

#### 14.4. Add new Clauses: PRINCIPAL'S MAJOR SUBCONTRACTOR STEP-IN RIGHTS

##### 14.4.1. Exercise of Major Subcontractor Step-in Rights

14.4.1.1. The Council's Major Subcontractor Step-in Rights are the step-in rights described in any Major Subcontractor Direct Deed.

14.4.1.2. The Council may exercise the Council's Major Subcontractor Step-in Rights at any time where:

- a Contractor Default Event has occurred and subsists as at the date of exercise of the Council's Major Subcontractor Step-in Rights;
- a Material Adverse Change in relation to the Contractor shall occur; or

the Contractor abandons or repudiates this Contract.

14.4.1.3. The Council may exercise the Council's Major Subcontractor Step-in Rights at any time and from time to time where the circumstances in clause 14.4.1.2. arise including after the termination of this Contract for any reason (except the expiry of the Term).

##### 14.4.2. Council's costs re exercise of Major Subcontractor Step-in Rights

14.4.2.1. The reasonable costs and expenses incurred by the Council in the exercise of the Council's Major Subcontractor Step-in Rights shall be a debt due to the Council by the Contractor and (without limiting the Council's further rights and remedies under this contract or at law in any way) may be deducted from payments due to the Contractor by the Council.

##### 14.4.3. Notice

The Council must provide written notification to the Contractor before each exercise of the Council's Major Subcontractor Step-in Rights. Such written notification must include:

- (a) the date that it will exercise the Council's Major Subcontractor Step-in Rights;
- (b) the part of the Upgrade Works that is the subject of the notice; and
- (c) the reasons why the Council is exercising the Council's Major Subcontractor Step-in Rights.



#### 14.4.4. Contractor power of attorney

The Contractor irrevocably:

(a) appoints the Council and the Council's nominees from time to time, jointly and severally, as the Contractor's attorney with full power and authority to exercise all or any of the Council's Major Contractor Step-in Rights;

(b) agrees to ratify and confirm whatever action is taken by the Council and its nominees, provided that such action is reasonable and is not unlawful or negligent; and

(c) on request from the Council will execute a separate power of attorney in terms of this clause 14.4.4.

#### 14.4.5. Suspension of Contractor's rights

The Contractor's rights and obligations under this Contract are suspended for the period that the Council is exercising its Council's Major Subcontractor Step-in Rights but only to the extent necessary to permit the Council to exercise those rights.

#### 14.4.6. Contractor must cooperate

During such time the Council is exercising the Council's Major Subcontractor Step-in Rights the Contractor must:

(a) do such things as the Council may require to assist the Council and the exercise of the Council's Major Subcontractor Step-in Rights (including facilitating ongoing access to any support or other services provided by employees, Subcontractors or third parties);

(b) not do anything by either act or omission that impedes or frustrates the Council in the exercise of the Council's Major Subcontractor Step-in Rights; and

(c) ensure that none of the Contractor's personnel, by either act or omission, impede or frustrate the Council in the exercise of the Council's Major Subcontractor Step-in Rights

#### 14.4.7. Council to keep Contractor informed

Where the Council has exercised and while the Council is exercising the Council's Major Subcontractor Step-in Rights, the Council shall keep the Contractor reasonably informed of the actions it proposes to take and to the extent known the likely duration of the exercise of the Council's Major Subcontractor Step-in Rights.

#### 14.4.8. Council step out of Major Subcontractor Step-in Rights

14.4.8.1. The Council may step-out of the exercise of the Council's Major Subcontractor Step-in Rights. In the event that Council exercises its right to step-out, it shall do so in accordance with the applicable Major Subcontractor Direct Deed.

14.4.8.2. The Council shall provide written notification to the Contractor of the date on which it steps out of the exercise of the Council's Major Subcontractor Step-in Rights not less than 5 Working Days prior to the date on which the Council step out shall take effect.

14.4.8.3. On the date the Council step out takes effect:

a) the Contractor's rights and obligations that were suspended under clause 14.4.5. shall immediately recommence; and

(b) the Council will give reasonable assistance to the Contractor to facilitate the orderly transition of the applicable Upgrade Works as smoothly as is reasonably possible

14.4.9. Council not liable

- 14.4.9.1. The Contractor acknowledges and agrees that the Council is not obliged to:
- (a) exercise all or any of the Council's Major Subcontractor Step-in Rights at any time;
  - (b) remedy any Contractor Default Event or any other breach by the Contractor of this Contract; or
  - (c) mitigate, remedy or minimise the effects of the event or circumstance that triggered the Council's exercise of the Council's Major Subcontractor Step In rights

14.4.10. Release by Contractor

- 14.4.10.1. As between the Contractor and the Council, the Council shall not be liable in any way in connection with or arising from the exercise by the Council of the Council's Major Subcontractor Step-in Rights unless and to the extent it is proven that the Council has acted in breach of this Contract or the Major Subcontractor Direct Deed, unlawfully, wilfully, recklessly or negligently
- 14.4.10.2. This clause 14.4.10. shall not be construed as excluding or restricting any rights the Contractor shall have against any Subcontractor

**PROJECT SPECIFICATION**

**(Includes SCOPE OF WORK)**

**PLEASE REFER TO SEPARATE DOCUMENT INCLUDED WITH THIS TENDER**

## **APPENDICES, DRAWINGS & ADDITIONAL DOCUMENTATION**

**Appendix 1: Rotorua Lakes Council Example Signboard**

**Appendix 2: Spatial Data Supply Specifications**

**Appendix 3: Property Locality Plans**

**Appendix 4: Tarawera Reticulation Scheme Cultural Monitoring Plan**

**Appendix 5: Asbuilt Standards Including Tables**

## Appendix 1: Rotorua Lakes Council Example Signboard

Sign overall size: 2.4m x 1.2m



### COLOUR

CMYK Blue background: C:82; M: 33; Y: 29; K: 2

### FONT

Contract name: Gotham Bold font; centred, biggest sized font

Contractor name: Gotham Bold font; centred, middle sized font

Duration: Gotham Bold font; centred, middle sized font

RLC logo: centred from top and bottom

Contractor logo: aligned right, centred from top and bottom

White Strip: 25% of the sign in height

## Appendix 2: Spatial Data Supply Specifications:

*This document covers any spatial data supplied that will reside in the Rotorua District Council Geographic Information System.*

<b>Raster Data:</b>	Raster data must be in one of the following <b>formats</b> and <b>projections</b> :
Format:	GeoTIFF <i>or</i> ,
	.tif and .tzw world files <i>or</i> ,
	.sid and .sdw world files <i>or</i> ,
	.ecw <i>or</i> ,
	ESRI grid
Projection:	New Zealand Transverse Mercator (NZTM) projection using the NZGD2000 datum
	New Zealand Vertical Datum 2016 <i>or</i> ,
	Moturiki 1953 Vertical Datum ( <i>must be agreed to prior to supply</i> )

<b>Vector Data:</b>	Vector data must be in one of the following <b>formats</b> and <b>projections</b> :
Format:	ESRI Shapefile, including at least .shp, .dbf and .shx files <i>or</i> ,
	ESRI File Geodatabases.
Projection:	New Zealand Transverse Mercator (NZTM) projection using the NZGD2000 datum (preferred) <i>or</i> ,
	WGS84 ( <i>For Point Data Only</i> ).
	New Zealand Vertical Datum 2016 if 3D is applicable

<b>GPS Data:</b>	Data collected by a GPS unit must be to one the following <b>specifications</b> :
Accuracy:	Differential GPS (DGPS) 1 to 5 metre horizontal accuracy (post processed) <i>or</i> ,
	Differential GPS (DGPS) Sub-metre horizontal accuracy (post processed)
Projection:	New Zealand Transverse Mercator (NZTM) using the NZGD2000 datum (preferred) <i>or</i> ,
	WGS84 ( <i>For Point Data Only</i> ).
	New Zealand Vertical Datum 2016

<b>Notes:</b>	
<i>Any data format not listed above must be agreed to by the council GIS staff prior to supply.</i>	
<i>Any projection or datum not listed above must be agreed to by the council GIS staff prior to supply.</i>	
<i>Any compressed raster data format must be agreed to by the council GIS staff prior to supply.</i>	
<i>Vector data shall be supplied as point, line or area features as appropriate. It shall not be supplied as compound features unless agreed to by the council GIS staff prior to supply.</i>	
<i>GIS data shall be clean data such that it contains no topological errors or other errors. Examples of some common topological errors are dangles, overshoots, undershoots and leaking polygons.</i>	
<i>GIS data attribute information shall use character standards. Column headings shall be in capital letters and use underscores in place of spaces. Columns shall be clearly defined as Number, Character or Date data types (or others such as Hyperlink when necessary). Column properties (such as number, fixed, two decimal places) shall be appropriate to the data. Attribute values that are null values shall be left blank and not entered as "Null".</i>	
<i>GIS data shall have accompanying metadata completed by the Supplier. This can be in the form of a project report but must include as a minimum an abstract, source, capture date, accuracy and purpose.</i>	
<i>Council GIS data can be released under Creative Commons Licensing. Creative Commons Attribution 4.0 Licence (CC BY 4.0) is used to release the bulk of Council GIS data.</i>	
<b><i>Data supplied must meet council quality assurance standards before it will be accepted. In the case of the Contractor being unable to meet these standards or the above specifications, any and all specification changes must be agreed to by the council GIS staff prior to supply.</i></b>	

**For further assistance email [gismaster@rdc.govt.nz](mailto:gismaster@rdc.govt.nz)**

### **Appendix 3: Property Locality Plans**

Property Locality Plans are supplied with this RFP as a series of PDF documents

## Appendix 4: Tarawera Reticulation Scheme Cultural Monitoring Plan

### TARAWERA RETICULATION SCHEME CULTURAL MONITORING PLAN

The primary purpose of the cultural monitoring is:

- Facilitate the management of the area which the work is operating within in a manner which recognises and provides for the relationship with ancestral lands, water, sites, wāhi tapu and other taonga;
- To enable the key values identified in any relevant Cultural Impact Assessments undertaken for this work;
- To recognise Te Tiriti o Waitangi, its key principles and the obligations that exist between the Rotorua Lakes Council, Local Authorities, Heritage NZ and others who wish to engage in a mutually beneficial partnership relationship;
- To ensure that any discovered taonga and kōiwi are treated with respect in accordance with tikanga and are safely and appropriately managed;
- to observe earthworks for any signs of effect or impact from the activity on geothermal surface features

The Cultural Site Monitor role will be responsible to Rotorua Lakes Council on behalf of mana whenua.

#### Responsibilities

##### The Cultural Site Monitor will:

- Provide services as per the project works schedule to ensure works progress with minimum delay.
- Abide by all health and safety requirements.

##### The Rotorua Lakes Council will:

- Provide a project schedule with timely updates

#### Expected skills and other requirements:

##### The Cultural Site Monitor will:

- Have an excellent understanding of te reo Māori me ōna tikanga.
- Have strong, active and effective relationships with local whānau, hapū, iwi and marae.
- Be self-managing and reliable.
- Have great time management skills.
- Have excellent communication and engagement skills.
  - Have the ability to quickly build and maintain good rapport amongst a variety of people at different levels – project managers, contractors, Rotorua Lakes Council staff and iwi representatives
- Develop and maintain an effective working relationship with the Project Site Manager and Construction Site Manager.
- Be proficient working with computer programmes and have access to a computer, laptop or tablet.
- Be proficient in Microsoft Office.
- Have access to the internet as regular reporting and updates will be required.



## Background

### Collective values –

The Cultural Impact Assessment for the Tarawera Wastewater Reticulation Scheme (2018) set out the mana whenua values relating to this proposed activity, including:

<b>Whakapapa</b>	Whakapapa (geneology) describes the relationship and connections of all life forms to each other and to the atua
<b>Te Ao Māori</b>	Holistic view of the environment, consideration of the catchment and how it interacts
<b>Mauri</b>	The life force that exists in everything, life giving capacity. Protection of the mauri and keeping it in balance is fundamental to Māori
<b>Wairua</b>	Spiritual connection and wellbeing
<b>Kaitiakitanga</b>	Guardianship, stewardship by mana whenua in accordance with tikanga Māori
<b>Tino Rangatiratanga</b>	The right to make decisions for your own people concerning your own resource
<b>Mahinga Kai</b>	Includes the resource harvested, ability to access the resource, the site of the harvest, the act of gathering and using the resource and the health of the resource
<b>Manaakitanga</b>	Hospitality, support and care shown to guests
<b>Matauranga</b>	Māori knowledge of traditional and inter-generational, relating to the environment and includes sustainable practices
<b>Te Reo me ōna tikanga</b>	Language containing knowledge, expressing culture and identity included in waiata and stories
<b>Whanaungatanga</b>	The inter relationship of Māori with whānau, hapu, mana whenua and tīpuna

CIA Table (CIA, Tarawera Wastewater Reticulation Scheme, 2018)

## Cultural Protocols

### Main Induction Training

Who for:

- Rotorua Lakes Council – operational team and inspectors
- Contractors – operational team
- Bay of Plenty Regional Council (BOPRC) – inspectors and resource consent management team
- Others as identified

Schedule	Who Responsible	Duration
Pōhiri whakatau at Marae – 9am	Cultural Monitor	30 min
1. 2 speakers tangata whenua, 1 speaker manuhiri		
2. Karakia		60min
Explanation of days activities		
Whakawhanaungatanga		30min
- introductions		45min (approx)
-presentation “who are mana whenua”		
-history of the area		
3. Whakanoa – morning tea		
4. Tour of site		
Lunch –	Cultural Monitor	30 min
Completion – 3.15 hours		

### Secondary Induction Training

Who for:

- Contractors and Project team unavailable for main induction. For 10+ people
- Others as identified

Schedule	Who Responsible	Duration
Pōhiri whakatau at Marae – 10am	Cultural Monitor	30 min
1. 2 speakers tangata whenua, 1 speaker manuhiri		
2. Karakia timatanga		30min
Explanation of days activities		
Whakawhanaungatanga		30 min
-introductions		
-presentation “who are mana whenua”		
-history of the area		
3. Karakia whakawātea		
Lunch –	Cultural Monitor	30 min
Completion – 2 hours		

**Offsite / Site Induction Training**

Who for:

- Contractors and Project team unavailable for main inductions. For 10 or less people
- Others as identified

Schedule	Who Responsible	Duration
Whakataua at RLC Office / at site – 9am	Cultural Monitor	30 min
1. Karakia Timatanga		30min
2. Mihimihi		
3. Explanation of days activities		
4. Whakawhanaungatanga -introductions -presentation “who are mana whenua” -history of the area		
5. Karakia whakawātea		
Completion – 1 hour		

**Blessings**

1. Karakia Whakawatea at beginning of project
2. Blessing for excavation of earth
3. Karakia Whakamutunga at completion of work

**Discoveries**

The aim of the Discoveries Protocols is to:

- Facilitate the management of the area which the work is operating within in a manner which recognises and provides for the relationship of applicant/operating party with ancestral lands, waters, sites, wāhi tapu and other taonga;
- To enable the key values identified in any relevant Cultural Impact Assessments undertaken for this work;
- To recognise Te Tiriti o Waitangi, its key principles and the obligations that exist between the Rotorua Lakes Council, Local Authorities, Heritage NZ and others who wish to engage in a mutually beneficial partnership relationship;
- To ensure that any discovered taonga and kōiwi are treated with respect in accordance with tikanga and are safely and appropriately managed;
- To potentially obtain learnings to support our cultural understanding of the movements and activities of our tupuna;
- To ensure that all works are satisfied with the process and management of any taonga or kōiwi that are discovered.

**In case of Accidental discovery of Archaeological Sites**

In the event of any discovery of suspected cultural remains (e.g. shells, charcoal or charcoal-stained soil, fire-fractured stone, animal bones etc.) the contractor/workers shall take the following action:

1. Cease all works immediately within a minimum of 20m radius.
2. Advise the Cultural Monitor and Project Site Manager of the find.

3. The Cultural Monitor and /or the Project Site Manager shall contact experts (Cultural and Archaeological) to advise on the significance of the find within 24 hours.
4. If the experts believe the find is of potential significance to Tangata Whenua, this information will be referred to The Cultural Monitor, for management and guidance.
5. The Cultural Monitor will inform the Project Manager of the significance of the find and the procedures to be followed at that point

#### In cases of suspected Kōiwi Tangata (human remains)

The Project Site Manager shall take actions to immediately cease work, shut down all machinery and activity, and secure the area to ensure that the remains are not touched. From that point:

1. The Cultural Monitor, if not already informed, shall be notified immediately.
2. Contact shall be made to Heritage New Zealand and the New Zealand Police for support and advice under the requirements due to the Pouhere Tāonga Act 2014 and Coroners Act 2006.
3. The area shall be marked off and no contractors or workers are to enter the site of discovery.
4. The Project Site Manager must ensure that staff are available to meet and guide necessary personnel (i.e. NZ Police, archaeologists, Mana Whenua or other experts) to the site of discovery.
5. If the bones are of Māori origin from before 1886 (Tarawera Eruption) then the Cultural Monitor may then choose to inform a delegated Cultural Expert (i.e. kaumātua, mana whenua/hapū representative, tohunga) to then determine what will happen to the remains.
6. Work may only recommence in the area with the approval of the delegated cultural expert which will be given as soon as practicable.

#### In cases of Wāhi Tāonga and Wāhi Tapu (sacred sites)

1. The Cultural Monitor and Project Site Manager will consult with the Cultural Experts to determine further actions to avoid, reduce, remedy or mitigate and damage to wāhi taonga and wāhi tapu.
2. Heritage New Zealand shall be contacted for advice on any requirements under the Pouhere Tāonga Act 2014.

Notes: These protocols belong to the affected iwi/hapū and form the basis of an agreement between the Cultural Monitor and Rotorua Lakes Council

These protocols will be managed so as to be consistent and respectful of tikanga Māori and all respective Hapū cultural views as they relate to the project and the cultural significance of all areas of the project. This also includes all cultural relationships between Hapū and environment.

Where the extent of an area of a significant find in any way encroaches on to private property, Rotorua Lakes Council shall be responsible for:

- Consulting with the landowner
- Making all reasonable attempts to obtain any necessary consents
- Providing any necessary equipment reinstating property/properties that are subjected to any disturbance works

#### Mediation and Disputes

Should any dispute under this agreement arise to which following reasonable efforts to mediate (using an independent mediator if necessary), parties cannot reach an agreement the applicable legislative avenues will apply.

Rotorua Lakes Council in this situation shall cover all costs associated with engaging the services of a mediator and any other reasonable costs associated with a resolution process.

All parties retain the right to take up the provisions contained in the Pouhere Tāonga Act (2014), Resource Management Act (1991), or any other protective cultural and environmental protocols, policies and legislation

## Communication Strategy

This strategy is important to ensure mana whenua are kept informed of what is happening on their sacred land and to ensure that any matter arising during the work programme that requires mana whenua input can be dealt with in a timely manner.

This relates to communicating information on what will happen e.g. work programme, blessings, ceremonies, progress on meeting milestones and what is happening on site

Communication to be determined with iwi/hapū on most appropriate method and feedback for responses to be part of the strategy.

## Cultural Monitoring Contact List

Role	Name	Contact ph	Contact email
Cultural Monitor			
Cultural Expert(s)			
{Cultural Impacts Manager}			
Project Archaeologist			
Council Lead Project Manager			
Project Site Manager			
Construction Manager			

## Cultural Monitoring

Cultural monitoring primarily provides protocols to protect cultural sites of significance, taonga, and wāhi tapu and ensures cultural tikanga is observed during a work programme

The protocol developed is to ensure:

- The discovery of koiwi, taonga and artefacts whilst undertaking earthworks are culturally protected
- A culturally appropriate approach is taken if there are impacts on the natural environment whilst undertaking earthworks e.g. removal of trees, impact on water bodies
- Identification of known archaeological and cultural heritage sites

The cultural monitor shall be responsible for:

- Induction of subcontractors who did not attend main or secondary induction and are to be part of an on site induction
- Arrival of casual contractors who are to be part of an off-site or on site induction
- Carrying out karakia and mihi at appropriate times

- Delivering karakia and whakatau at appropriate times
- Giving advice on cultural matters that may arise during the work programme
- Such other responsibilities as called upon
- Attending main and secondary inductions at the Marae and speaking on behalf of manuhiri if necessary

The cultural monitor shall be required on site:

- To attend the initial site meeting and other important site meetings
- For the breaking of unexcavated earth
- To ensure a culturally appropriate approach if there are associated impacts on the natural environment whilst undertaking earthworks e.g., removal of trees, impact on water bodies, geothermal surfaces, taonga, artefact and kōiwi finds
- To perform on-site inductions
- As otherwise agreed between RLC and iwi/hapū
- If called upon by the contractor

## **Appendix 5: Asbuilt Standards Including Tables**

Asbuilt Standards Including Tables are supplied with this RFP as a separate PDF document