

28 February 2023



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Dear Sir/Madam

**Request for Quotation** - i-SITE & Railway Building 1 - Alterations, Renovations and New Fitouts - Contract Number: 500/23/004

Confirmation of the following:

1. The successful main contractor will enter into a lump sum contract based on NZS 3910: 2013.
2. Cost fluctuations will not apply.
3. Liquidated damages and bonus will not apply.
4. Contractor's bond is not required.
5. The Subcontractor must provide Public Liability Insurance to a minimum cover of \$2 million and Motor Vehicle Liability to a minimum cover of \$2 million.
6. The Defects Liability Period will be twelve (12) months.
7. Retentions at the rate of 10 per cent of the first \$200,000, plus 5 percent of the next \$800,000 will be withheld from progress payments. Defects liability retention 50% of total retention. Retentions will not be due for release until the issue of the Final Completion Certificate upon satisfactory completion of the Maintenance Period and all contractual obligations.
8. Provisional Sums:  
Builder's Work: \$5,000  
Ceiling Attendance: \$3,000  
Floor Preparations: \$1,000
9. No separate subcontracts are being let for this project.
10. Submission of Quotation will close at Waitomo District Council Office, 15 Queen Street, Te Kuiti on **Wednesday 22 March 2023** at 11.00 a.m.  
Submission of Quotation by email will not be acceptable.
11. The anticipated date of possession of site is within 10 Working Days after the Date of Acceptance of Quotation or on the date nominated by the contractor. The construction period would be **8 weeks** or less following site possession.

12. Allow for all building works to be carried out during normal working hours. All drilling and any other activity causing disturbance to other building occupants must be conducted outside of normal working hours **i.e., after 6.00pm and before 7.00am**. Weekends can be worked at normal hours if approved.
13. Please ensure the completeness of the Request for Quotation documents for all trades.
14. During the submission of Request for Quotation period the site will be available to be viewed by prior arrangement with Avanish Mudaliar (Project Engineer – Project Deliveries).
15. Trade breakdowns are required and confirmation of programme acceptance.
16. Comply with the requirements of the HSE Act (1992)/Regulations (1995).
17. Scope of Work to be as described as shown on the drawings.
18. The physical work for this contract is intended to be completed before the end of this Financial Year i.e., 30 June 2023.

For all matters relating to this Quotation please contact:

**Avanish Mudaliar**

Project Engineer (Project Deliveries)

Waitomo District Council

15 Queen Street, Te Kuiti 3910

Mobile: 027 291 9541, DDI: 07 878 0814

Email: [avanish.mudaliar@waitomo.govt.nz](mailto:avanish.mudaliar@waitomo.govt.nz)



WAITOMO DISTRICT COUNCIL

REQUEST FOR QUOTATION

FOR

**i-SITE & Railway Building 1 - Alterations,  
Renovations and New Fitouts**

CONTRACT No.: **500/23/004**

February 2023

Quotations are to be submitted in the Tender Box located at:  
15 Queen Street,  
Te Kuiti.

No later than by **11:00 am** on **Wednesday 22 March 2023**.

Electronic quotes are not acceptable and will not be evaluated.  
Envelopes must be marked as follows:

**"i-SITE & Railway Building 1 - Alterations, Renovations and New Fitouts"**.

**"Supplier/Contractor Business Name"**

Information to be supplied with quotation is:

- Form of Quotation
- Schedule of Proposed Subcontractors
- Schedule of Bidder's Current Commitments
- Confirmation of Health & Safety Management Plan
- Completed Schedule of Prices
- Programme of Works

**Your quotation shall remain valid for acceptance by the Principal for the period of 12 weeks from the closing date.**

## QUALITY STATEMENT

**Authorised for issue on behalf of Waitomo District Council:**

**Signature:** ..... **Name:** Shyamal Ram

**Date:** .....

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## **CONDITIONS OF QUOTATION AND CONTRACT**

The provisions of NZS 3910:2013 "Conditions of contract for building and civil engineering construction" including Schedule 2 amendments as attached to this RFQ, shall apply to the carrying out of the Contract Works.

### **Clarification**

Requests for clarification or additional information should be submitted to the Principal's Contact Person by email or in writing. Any requests must be made prior to the closing date.

### **Site Inspections**

Site inspections, if required, shall be arranged with the Principal's Contact Person.

### **GST**

Quotation prices shall be quoted exclusive of goods and services tax, in New Zealand dollars.

### **Principal's Reserved Rights**

The Principal reserves the right to proceed or not proceed with this RFQ or any subsequent procurement process, consider alternative quotations submitted and to amend the RFQ process in any way.

The Principal shall not be bound to give reasons for any decision made under this clause.

### **Errors**

The Principal is under no obligation to check any quotation for errors. Acceptance of a quotation that contains errors will not invalidate the Contract formed by that acceptance.

The Principal retains the right to clarify errors and resolve any omissions identified at any time during RFQ process.

### **Confidentiality**

The information supplied by the Principal, (either itself or through its consultants or advisors), in connection with this RFQ, or any Contract that may arise out of it, is confidential. You must not release or disclose any of the information to any other person, (other than your employees or advisors), without the prior written consent of the Principal. Any publicity also requires the Principal's prior written consent.

The Principal will use all reasonable endeavours to keep RFQ responses received confidential. However, the Principal is subject to Local Government Official Information and Meetings Act 1987, information provided by parties submitting quotations may be required to be disclosed under that Act.

### **Formation of Contract**

Upon the acceptance by the Principal of the successful respondent's quote (if any), a Contract shall be formed between the Principal and the successful Contractor on the basis of the quotation documents including all changes that have been agreed by both parties. The successful Contractor will be required to execute a Contract on this basis.

## **Liability**

Please note that the purpose of this RFQ is to provide tenderers with sufficient information to submit a quotation to the Principal.

This RFQ is not to be construed as a formal tender process.

This request is not an offer by the Principal for tenderers to provide the pipeline renewal works and, other than the Contract that will be formed by the acceptance of tenderer's quotation (if at all) no Contract or other legal obligations shall arise between the tenderer and the Principal in relation to this request for quotation.

The Principal and its agents or advisors will not be liable in contract or tort or in any other way for any direct or indirect damage, loss or cost incurred by any party submitting information pursuant to and/or participating in this RFQ or any other person in respect of this RFQ process.

## SCHEDULE TO CONDITIONS OF QUOTATION

The Conditions of Tendering are those set out in NZS 3910:2013.

Clause numbers refer to Conditions of Tendering clauses.

Contract for:	i-SITE & Railway Building 1 - Alterations, Renovations and New Fitouts
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Clause in Conditions of Tendering	Title and subject matter	Specific condition data <i>(Expand cells if required)</i>
<b>102 Issue of documents</b>		
102.2	Is a <del>Tender</del> Quotation Documents deposit required?	No
	If yes, the amount of the <del>Tender</del> Quotation Documents deposit shall be:	(\$) -
<b>103 <del>Tenderers</del> Bidders to inform themselves</b>		
103.1	Is an appointment required to view the Site?	Yes
	If yes, the appointment details are:	<i>Contact Avanish Mudaliar</i>
<b>105 Submission of <del>tenders</del> Quotation</b>		
105.1	<del>Tenders</del> Quotation shall close at:	<i>Tender Box Waitomo District Council Building, 15 Queen Street, Te Kuiti.</i>
		22 March 2023
		11 am
	Are electronic <del>tenders</del> Quotation acceptable?	No
	If yes, tenders will be acceptable in the following electronic form:	<i>(specify type of file for example Word, PDF)</i> -
105.3(c)	Is supplementary information required to be submitted with the <del>tender</del> Quotation	No
	If yes, the supplementary information required to be submitted with the tender is:	-



<b>Clause in Conditions of Tendering</b>	<b>Title and subject matter</b>	<b>Specific condition data (Expand cells if required)</b>
105.3(e)	Are the percentages for On-site Overheads and for Off-site Overheads and Profit required to be nominated in the <del>Tender</del> Quotation?	No (See 9.3.8, 9.3.9, & 9.3.10 of the General Conditions)
	Is the Working Day rate in compensation for time-related On-site Overheads and Off-site Overheads and Profit incurred in relation to an extension of time required to be nominated in the <del>Tender</del> Quotation?	No (See 9.3.11 of the General Conditions)
	Is the percentage for processing of Variations required to be nominated in the <del>Tender</del> Quotation?	No (See 9.3.15 of the General Conditions)
	Are the percentages for On-site Overheads and for Off-site Overheads and Profit to be added to Net Cost for the Contract Works or any Separable Portion in a cost reimbursement contract required to be nominated in the <del>Tender</del> Quotation?	No (See 2.4.1 of the General Conditions)
105.7	Are the rates included in the Schedule of Prices fully inclusive of all allowances for On-site Overheads and for Off-site Overheads and Profit?	Yes (see 9.3.8, 9.3.9, & 9.3.10 of the General Conditions)
<b>107</b>	<b><del>Tender</del> Quotation evaluation</b>	
107.1	The <del>Tender</del> Quotation evaluation method shall be:	Lowest Conforming <del>Tender</del> Quotation

## **INFORMATION REQUIRED WITH QUOTATION**

1. Completed Form of Quotation.
2. Schedule of Proposed Subcontractors.
3. Schedule of Bidder's Current Commitments.
4. Confirmation of Health & Safety Management Plan.
5. Completed Schedule of Prices.
6. Programme of Works.



**FORM OF QUOTATION**

(Note: The Special Conditions of Contract and the Schedule of Quantities and Rates form part of the Quotation.)

**CONTRACT FOR:** i-SITE & Railway Building 1 - Alterations, Renovations and New Fitouts.

**CONTRACT NUMBER:** 500/23/004

To: Waitomo District Council  
P.O. Box 404

Te Kuiti

Having inspected the site of the works and having examined and understood the Conditions of Contract, Construction Plans, Specifications, Reports and Schedule of Quantities, all being for WDC Contract # 500/23/004, I/We offer to construct, complete and maintain the whole of the above works in conformity with the said Conditions of Contract, Construction plans, Specifications, reports and Schedule of Quantities for the sum of:

.....  
.....  
.....(\$ )  
not including GST.

I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the times stated in the Special Conditions of Contract.

We/I acknowledge receipt of notices to tenderers numbered ..... to ..... (inclusive). The requirements of the notices are included in this tender.

Anticipated earliest starting date is .....

Unless or until the Contract Documents are formally signed and sealed this Quotation, together with the Principal's written acceptance thereof shall constitute a binding contract between us.

Signature: .....

Bidder: Name .....

Address .....

.....

Date: .....

**SCHEDULE OF PROPOSED SUBCONTRACTORS**

It is proposed to employ the following subcontractors on this contract:

<b>Subcontractor's Name</b>	<b>Work to be Undertaken</b>	<b>Value of Work</b>

Bidder: \_\_\_\_\_

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

Date: \_\_\_\_\_

## SCHEDULE OF TENDERER'S CURRENT COMMITMENTS

### 1. Contractor's Current Work

The Bidder shall list current work being carried out by the Bidder at the date of submitting the attached quotation:

Principal	Contract Name	Contract Value	Completion Date

### 2. Outstanding Tenders

The Bidder shall list outstanding tenders for which advice of acceptance is awaited at the time of submitting the attached quotation:

Principal	Contract Name	Contract Value	Completion Date

**Bidder:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



# CONFIRMATION OF CONTRACTOR'S HEALTH AND SAFETY MANAGEMENT PLAN

To : Waitomo District Council

From : .....  
(Name of Bidder)

.....  
.....

Dear Sir/Madam

We confirm that this company/organisation has a Health and Safety Management Plan in force, and we undertake that this plan will remain in force and not be amended or cancelled during the period of this Contract.

The following is confirmed: **Please Tick**

- 3. Hazards are regularly reviewed and monitored including consideration at meetings with employees.
- 4. A system is in place for recording hazards and accidents.
- 5. An emergency plan is in place for dealing with accidents.
- 6. Our organisation carries out regular health and safety training for employees on a minimum \_\_\_\_\_ monthly basis.
- 7. Our organisation regularly inspects the workplace to ensure compliance with current safety procedures.
- 8. Our organisation has issued a Health and Safety Guide to all staff.

Yours faithfully

\_\_\_\_\_  
**Company Manager**

\_\_\_\_\_  
**Date**

## SPECIAL 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

Contract for:	Waitomo District Council – i-SITE & Railway Building 1 - Alterations, Renovations and New Fitouts
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Clause <i>in General Conditions</i>	Title and subject matter	Specific condition data <i>(Expand cells if required or add a reference to further detail provided in Schedule 2.)</i>
<b>1.</b>	<b>INTERPRETATION</b>	
<b>1.2</b>	<b>Definitions</b>	
	The Principal is:	Waitomo District Council
	of:	15 Queen Street, Te Kuiti, 3910
<b>1.2, 10.2</b>	<b>Separable Portions</b>	
	• Are there any Separable Portions in this Contract?	No
	• If yes, the Separable Portions are as follows and as further defined in the Contract:	
<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:	<i>(select one to apply (a), (b), or (c))</i>
	(a) Lump sum contract governed by 2.2;	<input checked="" type="checkbox"/>
	(b) Measure and value contract governed by 2.3;	<input 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: <i>(If percentages are shown as zero or nil, allowances for overheads and profit are deemed to be included in Net Cost.)</i>	
	• Allowance for On-site Overheads:	0 (%)
	• Allowance for Off-site Overheads and Profit:	0 (%)
<b>2.4.4</b>	Indicative estimates of the Contract Price:	
	Are indicative estimates required?	No
<b>2.5</b>	<b>Local authority contracts, contracts in public places, and road contracts</b>	
<b>2.5.1</b>	Is this Contract a local authority contract to which 2.5.2 applies?	No
<b>2.5.3</b>	Is this Contract a contract in a public place to which B1 and B2 of Appendix B apply?	No
<b>2.5.4</b>	Is this Contract a road contract to which Appendix B applies?	No
	If yes, the allowance under B3 shall be:	N/A <i>(number of Working Day)</i>

<b>2.6</b>	<b>Evidence of Contract</b>	
<b>2.6.2</b>	How is the Contract Agreement to be executed?	<i>(select one to apply, (a) or (b))</i>
	(a) As stated in 2.6.2;	<input type="checkbox"/>
	(b) In accordance with the following other requirements:	<input checked="" type="checkbox"/> Two sets of contract documents signed by an authorised representative of the Principal will be forwarded to the Contractor for signing. Only the Contract Agreement page(s) are required to be fully signed by an authorised Representative of the Contractor while all other pages are required to be initialled. The Contractor shall retain one set and return the other set to the Principal.
<b>2.7</b>	<b>Documents prepared by the Engineer or Principal</b>	
<b>2.7.1</b>	Copies of the Contract shall be supplied without charge to the Contractor in the following electronic form:	PDF
<b>2.8</b>	<b>Documents prepared by the Contractor</b>	
<b>2.8.2</b>	Copies of documents referred to in 2.8.2 shall be supplied without charge to the Engineer:	
	• Number of hard copy sets:	N/A
	• In the following electronic form:	PDF
<b>3.</b>	<b>BONDS</b>	
<b>3.1</b>	<b>Contractor's Bond</b>	
<b>3.1.1</b>	Is a Contractor's Bond required?	No
<b>3.1.2</b>	If yes, the amount of the Contractor's Bond shall be:	(\$) N/A
<b>3.2</b>	<b>Principal's Bond</b>	
<b>3.2.1</b>	Is a Principal's Bond required?	No
<b>3.2.2</b>	If yes:	
	• The amount of the Principal's Bond shall be:	(\$) N/A
	• The surety for the Principal's Bond shall be:	N/A
<b>5.</b>	<b>GENERAL OBLIGATIONS</b>	
<b>5.4</b>	<b>Possession of the Site</b>	
<b>5.4.1</b>	The Contractor shall be given possession of the Site	<i>(select one to apply, (a) or (b))</i>
	(a) 10 Working Days after the Date of Acceptance of Quotation:	<input checked="" type="checkbox"/> or on the date nominated by the contractor
	(b) On the following date:	<input type="checkbox"/> <a href="#">Click to enter a date</a>
<b>5.4.3</b>	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 perspective Property Owner.
<b>5.5</b>	<b>Separate Contractors</b>	
<b>5.5.1</b>	Separate Contractors who may be carrying out work on the Site concurrently with the Contract Works are:	Nil



<b>5.5.2</b>	Are facilities for Separate Contractors required?	No
	If yes, details of facilities required are:	N/A
<b>5.6</b>	<b>Care of the works and Site</b>	
<b>5.6.6(g)</b>	Further risks specifically excepted are:	Nil
<b>5.10</b>	<b>Programme</b>	
<b>5.10.4</b>	Is the programme required to be a Comprehensive Programme?	No
<b>5.10.4(e)</b>	If yes, other requirements for the Comprehensive Programme are:	Co-ordination with the Principal to maintain occupancy during the course of the works.
<b>5.10.5</b>	The Comprehensive Programme shall use the following software:	N/A
<b>5.10.6</b>	Updates of the Comprehensive Programme shall be provided at the following intervals:	N/A
<b>5.11</b>	<b>Compliance with laws</b>	
<b>5.11.3</b>	Exceptions to the Principal's obligations to obtain licences under 5.11.3 are:	Contractor to obtain: - Code Compliance Certificate - Independent Fire Certification
<b>5.11.4</b>	Exceptions to the Contractor's obligation to give notices and obtain other licences under 5.11.4 are:	Nil
<b>5.17</b>	<b>Safety plan</b>	
	Is a Site-specific safety plan required to be prepared by the Contractor?	Yes
<b>5.18</b>	<b>Quality plan</b>	
	Is a quality plan required to be prepared by the Contractor?	No
<b>5.19</b>	<b>Traffic management plan</b>	
	Is a traffic management plan required to be prepared by the Contractor?	No
<b>5.20</b>	<b>As-built drawings and operation and maintenance manuals</b>	
<b>5.20.1(a)</b>	Are as-built drawings required to be prepared by the Contractor?	Yes
<b>5.20.1(b)</b>	Are operation and maintenance manuals required to be prepared by the Contractor?	No
<b>6.</b>	<b>THE ENGINEER</b>	
<b>6.1</b>	<b>Appointment of Engineer</b>	
<b>6.1.2</b>	The Engineer is:	Shyamal Ram
	whose professional qualification is:	ME (Hons), BE (Hons), DipCivil, MEngNZ

<b>8.</b>	<b>INSURANCES</b>	
<b>8.1</b>	<b>General</b>	
<b>8.1.1</b>	The party identified below shall arrange the following insurances referred to in the following clauses:	
	8.3 or 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	Not required
<b>8.1.6</b>	The following forces of nature shall be specifically insured under 8.3 or 8.8 as applicable:	
	(a) Landslip:	Yes
	(b) Earthquake:	Yes
	(c) Tsunami:	No
	(d) Tornado:	No
	(e) Cyclone:	Yes
	(f) Storm:	Yes
	(g) Flood:	Yes
	(h) Lightning strike:	Yes
	(i) Volcanic activity:	No
	(j) Hydrothermal activity:	No
	(k) Geothermal activity:	No
<b>8.3, 8.8</b>	<b>Construction insurance</b> <i>(These items are required to be completed whether the Contractor or the Principal is the insuring party (see 8.1 above))</i>	
<b>8.3.2, 8.8</b>	The following shall have their respective interests noted in the construction insurance policy:	Waitomo District Council
<b>8.3.3, 8.8</b>	Where construction insurance is required <i>(see 8.1 above)</i> , 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 tender or other offer, plus the following allowances:	
	(a) An allowance for the Cost of demolition, disposal and preparation for replacement work, equal to:	<i>(select one to apply, (i) or (ii))</i>
	(i) The amount in the right hand column:	<input type="checkbox"/> (\$) <i>Click to enter amount</i>
	(ii) The percentage in the right hand column of the Contract Price adjusted as above:	<input checked="" type="checkbox"/> 5 (%)

	(b) An allowance for professional fees including the Cost of clerks of works and inspectors, equal to:	<i>(select one to apply, (i) or (ii))</i>
	(i) The amount in the right hand column:	<input type="checkbox"/> (\$) <i>Click to enter amount</i>
	(ii) The percentage in the right hand column of the Contract Price adjusted as above:	<input checked="" type="checkbox"/> 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>(select one to apply, (i) or (ii))</i>
	(i) The amount in the right hand column	<input type="checkbox"/> (\$) <i>Click to enter amount</i>
	(ii) The percentage of the Contract Price adjusted as above, stated in the right hand column:	<input checked="" type="checkbox"/> 5 (%)
	(d) An allowance for an increase in the Contract Price due to Variations equal to:	<i>(select one to apply, (i) or (ii))</i>
	(i) The amount in the right hand column:	<input type="checkbox"/> (\$) <i>Click to enter amount</i>
	(ii) The percentage of the Contract Price adjusted as above, stated in the right hand column:	<input checked="" type="checkbox"/> 5 (%)
	(e) An allowance for increased construction Costs due to inflation equal to:	<i>(select one to apply, (i) or (ii))</i>
	(i) The amount in the right hand column:	<input type="checkbox"/> (\$) <i>Click to enter amount</i>
	(ii) The percentage of the Contract Price adjusted as above, stated in the right hand column:	<input checked="" type="checkbox"/> 5 (%)
<b>8.4</b>	<b>Contractor arranged Plant insurance</b>	
	Where Plant is required to be insured (see 8.1 above):	<i>(select one to apply, (a) or (b))</i>
	(a) The Contractor shall insure the following items of Plant on the Site for the amounts stated:	<input type="checkbox"/> All plant on site
	(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
<b>8.5</b>	<b>Contractor arranged public liability insurance</b>	
<b>8.5.1</b>	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"/> (\$) 2,000,000
	Such public liability insurance may include sub-limits:	
	• For liability arising out of vibration, weakening or removal of support, of not less than:	(\$) Nil
	• For liability under the Forest and Rural Fires Act 1977, of not less than:	(\$) Nil
<b>8.5.2</b>	Where required (see 8.1 above), motor vehicle third party liability insurance shall be effected for an amount not less than:	(\$) 2,000,000

<b>8.6</b>	<b>Contractor arranged professional indemnity insurance</b>	
<b>8.6.1</b>	Where required (see 8.1 above), professional indemnity insurance for design by the Contractor shall be effected for an amount not less than:	
	• For any one claim:	(\$) N/A
	• And for an amount in the aggregate of:	(\$) N/A
<b>8.6.2</b>	Sub-limits of liability for design of parts of the Contract Works by Subcontractors shall be not be less than:  <i>(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 required)</i>	N/A
<b>8.8</b>	<b>Principal arranged construction insurance</b> <i>(refer also to 8.3)</i>	
	In accordance with 8.7.2, the insurance policy wording title for 8.8.1 and 8.8.2 (a), (b), and (c) is:	N/A
	In accordance with 8.7.2, the extraordinary exclusions, conditions, warranties or endorsements to the policy for 8.8.1 and 8.8.2 (a), (b), and (c) are:	N/A
<b>8.8.1</b>	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:	
	• For damage arising out of the Contract Works:	N/A
	• For other claims:	N/A
	• For natural perils:	N/A
<b>8.8.2(a)</b>	The existing structures are:	N/A
	• The replacement value to be insured is:	(\$) N/A
	• The lead insurer is:	N/A
	• Address of lead insurer:	N/A
	The Nominal Deductibles are:	
	• For damage arising out of the Contract Works:	N/A
	• For other claims:	N/A
• For natural perils:	N/A	
<b>8.8.2(b)</b>	Other structures in the vicinity are:	<a href="#">Click to enter text</a>
	• The replacement value to be insured is:	(\$) N/A
	• The lead insurer is:	N/A
	• Address of lead insurer:	N/A

	The Nominal Deductibles are:	
	• For damage arising out of the Contract Works:	N/A
	• For other claims:	N/A
	• For natural perils:	N/A
<b>8.8.2(c)</b>	Contents insurance:	
	• The replacement value to be insured is:	(\$) N/A
	• The lead insurer is:	N/A
	• Address of lead insurer:	N/A
	The Nominal Deductibles are:	
	• For damage arising out of the Contract Works:	N/A
	• For other claims:	N/A
	• For natural perils:	N/A
<b>8.9</b>	<b>Principal's option to insure public liability</b>	
<b>8.9.1</b>	Where required (see 8.1 above), the Principal shall effect public liability insurance for an amount not less than:	(\$) N/A
	The lead insurer is:	N/A
	Address of lead insurer:	N/A
	The Nominal Deductible is:	N/A
	In accordance with 8.7.2:	
	• the policy wording title is:	N/A
	• extraordinary exclusions, conditions, warranties, or endorsements to the policy are:	N/A
<b>8.9.2</b>	Such public liability insurance may include sub-limits for: <i>(specify as applicable or state 'not applicable')</i>	
	• Liability arising out of vibration, weakening or removal of support:	(\$) N/A
	• Liability under the Forest and Rural Fires Act 1977:	(\$) N/A

<b>9</b>	<b>VARIATIONS</b>	
<b>9.3</b>	<b>Valuation of Variations</b>	
<b>9.3.9</b>	For On-site Overheads:	<i>(select one to apply, (a) or (b))</i>
	(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 and the allowance for On-site Overheads to be added in accordance with 9.3.9 is:	<i>(select one to apply, (i), (ii), (iii), or (iv))</i>
	(i) Agreed percentage:	<input type="checkbox"/> <a href="#">Click to enter %</a> (%)
	(ii) As nominated in the Schedule of Prices;	<input type="checkbox"/>
	(iii) As nominated in the Contractor's <del>tender</del> Quotation;	<input type="checkbox"/>
	(iv) A reasonable percentage.	<input type="checkbox"/>
<b>9.3.10</b>	For Off-site Overheads and Profit:	<i>(select one to apply, (a) or (b))</i>
	(a) The prices and rates in the Schedule of Prices are inclusive of full allowance for 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 and the allowance for Off-site Overheads and Profit to be added in accordance with 9.3.10 is:	<i>(select one to apply, (i), (ii), (iii), or (iv))</i>
	(i) Agreed percentage:	<input type="checkbox"/> <a href="#">Click to enter %</a> (%)
	(ii) As nominated in the Schedule of Prices;	<input type="checkbox"/>
	(iii) As nominated in the Contractor's <del>tender</del> Quotation;	<input type="checkbox"/>
	(iv) A reasonable percentage.	<input type="checkbox"/>
<b>9.3.11</b>	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:	<i>(select one to apply, (a), (b), (c), or (d))</i>
	(a) Agreed rate per Working Day:	<input type="checkbox"/> (\$) <a href="#">Click to enter amount</a>
	(b) As nominated in the Schedule of Prices;	<input checked="" type="checkbox"/>
	(c) As nominated in the Contractor's <del>tender</del> Quotation;	<input type="checkbox"/>
	(d) Reasonable compensation.	<input type="checkbox"/>

<b>9.3.15</b>	For processing of Variations, the percentage to be paid in accordance with 9.3.15 is:	<i>(select one to apply, (a), (b), (c), or (d))</i>
	(a) Agreed percentage:	<input type="checkbox"/> <a href="#">Click to enter % (%)</a>
	(b) As nominated in the Schedule of Prices;	<input type="checkbox"/>
	(c) As nominated in the Contractor's <del>Tender</del> -Quotation;	<input type="checkbox"/>
	(d) The reasonable Cost of processing Variations.	<input checked="" type="checkbox"/>
<b>10. TIME FOR COMPLETION</b>		
<b>10.2 Due Date for Completion</b>		
<b>10.2.1</b>	The periods to be used for calculating the Due Date for Completion are:	
	(a) For the Contract Works:	40 <i>(Working Days)</i>
	(b) For any Separable Portions:	<i>(Working Days)</i> N/A
<b>10.4 Practical Completion Certificate</b>		
<b>10.4.5</b>	Prior to issue of the Practical Completion Certificate:	<i>(Select one to apply, (a), (b), or (c))</i>
	(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"/> <a href="#">Click to add reference</a>
(c) Producer Statements are not required.	<input type="checkbox"/>	
<b>10.5 Damages for late completion</b>		
<b>10.5.1</b>	Liquidated damages shall be applied as follows:	
	• In respect of the Contract Works:	N/A <i>(\$ per Working Day)</i>
	• In respect of any Separable Portion(s):	Nil <i>(\$ per Working Day for each Separable Portion)</i> <a href="#">Click to enter details</a>
<b>10.6 Bonus for early completion</b>		
<b>10.6.1</b>	Is a bonus to be payable?	No
	• If yes, the bonus for the Contract Works is:	N/A <i>(\$ per Working Day)</i>
	• If yes, bonuses for any Separable Portions are:	N/A <i>(\$ per Working Day)</i>
<b>11. DEFECTS LIABILITY</b>		
<b>11.1 Defects Notification Period</b>		
<b>11.1</b>	The Defects Notification Period shall be: (3 Months unless otherwise stated)	
	• For the Contract Works:	12 Months
	• For any Separable Portions:	N/A

<b>11.3</b>	<b>Final Completion Certificate</b>	
<b>11.3.2</b>	Prior to issue of the Final Completion Certificate:	<i>(select one to apply, (a), (b), or (c))</i>
	(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"/> <a href="#">Click to add reference</a>
	(c) Producer Statements are not required.	<input type="checkbox"/>
<b>11.5</b>	<b>Warranties</b>	
<b>11.5.1</b>		<i>(select one to apply, (a) or (b))</i>
	(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"/> Refer to specific trade preambles
<b>11.6</b>	<b>Guarantees</b>	
<b>11.6.1,</b> <b>11.6.2</b>		<i>(select one to apply, (a) or (b))</i>
	(a) No guarantees are required;	<input type="checkbox"/>
	(b) The Contractor shall provide guarantees in the following form:	<input checked="" type="checkbox"/> Refer to specific trade preambles
<b>12.</b>	<b>PAYMENTS</b>	
<b>12.1</b>	<b>Contractor's payment claims</b>	
<b>12.1.3(b)</b> <b>(iii)</b>	<b>Advances for Materials delivered to the Site</b>	<i>(select one to apply, (a) or (b))</i>
	(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:	<input type="checkbox"/> <a href="#">Click to state any conditions</a>
<b>12.1.3(b)</b> <b>(iv)</b>	<b>Advances for Temporary Works or Plant</b>	<i>(select one to apply, (a) or (b))</i>
	(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:	<input type="checkbox"/> <a href="#">Click to state any conditions</a>



<b>12.1.3(b)</b>	<b>Advances for Materials not yet on Site</b>	<i>(select one to apply, (a) or (b))</i>
<b>(iv)</b>	(a) Advances for Materials not on Site shall not be made;	<input checked="" type="checkbox"/>
	(b) Advances for Materials not yet on Site shall be made, subject to the following conditions:	<input type="checkbox"/> <a href="#">Click to state any conditions</a>
<b>12.3</b>	<b>Retention monies</b>	
<b>12.3.1,</b> <b>12.3.2</b>	The percentage to be retained from each progress payment and the limit of the total sums retained shall be in accordance with the following:	<i>(select one to apply, (a) or (b))</i>
	(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"/>
	(b) The retention scale in the right hand column:	<input type="checkbox"/> N/A
<b>12.3.3</b>	<b>Bond in lieu of retention</b>	<i>(select one to apply, (a) or (b))</i>
	(a) The Contractor may provide a bond in lieu of retentions;	<input type="checkbox"/>
	(b) The Contractor may not provide a bond in lieu of retentions.	<input checked="" type="checkbox"/>
<b>12.8</b>	<b>Cost fluctuations</b>	<i>(select one to apply, (a), (b), or (c))</i>
	(a) Cost fluctuations shall not be paid;	<input checked="" type="checkbox"/>
	(b) Cost fluctuations shall be paid in accordance with Appendix A;	<input type="checkbox"/>
	(c) Cost fluctuations shall be paid in accordance with the method described in:	<input type="checkbox"/> N/A
<b>12.13</b>	<b>Goods and services tax</b>	
<b>12.13.2</b>	Payment Schedules provided by the Engineer:	<i>(select one to apply, (a) or (b))</i>
	(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"/>
<b>13.</b>	<b>DISPUTES</b>	
<b>13.4</b>	<b>Arbitration</b>	
<b>13.4.3</b>	If required, the arbitrator shall be nominated by the following Person:	The Engineer

<b>15. SERVICE OF NOTICES</b>	
<b>15.1.2</b>	For the purpose of service of written notice:
	(a) The address of the Principal is:
	Postal address: Queen Street, PO Box 404, Te Kuiti, 3941
	Delivery address: 15 Queen Street, Te Kuiti 3910
	Mark for the attention of: Paul Moller
	Email address: <a href="mailto:paul.moller@waitomo.govt.nz">paul.moller@waitomo.govt.nz</a>
	Other agreed means of electronic communication and address detail: <a href="#">Click to enter text</a>
	(b) The address of the Contractor is:
	Postal address: <a href="#">Click to enter text</a>
	Delivery address: <a href="#">Click to enter text</a>
	Mark for the attention of: <a href="#">Click to enter text</a>
	Email address: <a href="#">Click to enter text</a>
	Other agreed means of electronic communication and address detail: <a href="#">Click to enter text</a>
	(c) The address of the Engineer is:
	Postal address: Queen Street, PO Box 404, Te Kuiti, 3941
	Delivery address: 15 Queen Street, Te Kuiti 3910
	Mark for the attention of: Shyamal Ram
	Email address: <a href="mailto:Shyamal.Ram@waitomo.govt.nz">Shyamal.Ram@waitomo.govt.nz</a>
	Other agreed means of electronic communication and address detail: N/A

## **OTHER CONDITIONS OF CONTRACT**

### **5.7 PROTECTION OF PERSONS AND PROPERTY**

#### **5.7.2 *Delete clause and substitute:***

The Contractor shall be responsible for its own safety and health pursuant to Part II of the Health and Safety in Employment Act 1992, and for seeing that its actions or failures to act do not harm any other person. The Contractor shall also be responsible for the safety and health of its employees and subcontractors and members of the public. In particular, but without limiting the obligations of the Contractor under this contract, the Contractor shall:

- (a) provide and maintain a safe working environment including fencing of the site; and
- (b) provide and maintain work amenities and facilities for safety and health; and
- (c) ensure that equipment and plant is arranged, designed, made and maintained so that it is safe for use; and
- (d) ensure that no persons are exposed to hazards arising out of the arrangements, disposal, manipulation, organisation, processing, storage, transport, working, or use of things at the place of work or near the place of work; and
- (e) develop and maintain a Health and Safety Management Plan, which shall include systems for identifying and recording hazards, recording on site work forcing and qualifications, recording visitors and notification of hazards, recording accidents and for dealing with accidents and emergencies.

#### **5.7.7 *Delete clause and substitute:***

The Contractor shall appoint a Safety Supervisor for the Contract Works, who shall have sufficient knowledge and experience to implement and manage safety within the site of works, and whose name shall be notified to the Engineer in writing. The Contractor shall also provide to the Engineer copies of Safety certification or notifications required under Part III of the Health and Safety in Employment Act 1992, for the safe execution of the Contract Works.

## CONTRACT AGREEMENT

**THIS AGREEMENT** is made on .....

**BETWEEN** .....(*"the Contractor"*)

**AND WAITOMO DISTRICT COUNCIL** of Te Kuiti (*"the Principal"*)

**IT IS AGREED** as follows:

1. **THE** Contractor shall carry out the obligations imposed on the Contractor by the Contract Documents.
2. **THE** Principal shall pay the Contractor the sum of \$.....  
(excluding GST) or such greater or less sum as shall become payable under the Contract Documents at the times and in the manner provided in the Contract Documents.
3. **EACH** party shall carry out and fulfil all other obligations imposed on that party by the Contract Documents.
4. **THE** Contract Documents are this Contract Agreement and the following which form part of this agreement:
  - a) This Contract Agreement;
  - b) The notification of acceptance of ~~tender~~ Quotation or award of the Contract;
  - c) The Contractor's Quotation;
  - d) Schedule to Conditions of Quotation;
  - e) Special Conditions of Contract - Schedule 1 – Special Conditions of Contract;
  - f) The General Conditions of Contract NZS 3910:2013 (including the other Schedules);
  - g) Specifications issued prior to the Date of Acceptance of Quotation;
  - h) Drawings issued prior to the Date of Acceptance of Quotation;
  - i) The Schedule of Prices;
  - j) The following additional documents (*Identify any additional documents to be included*):  
.....

[Each item above shall prevail over any item appearing lower in the list where any conflict or ambiguity between them arises.](#)

5. **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.
6. [This Contract may be executed in any number of counterparts. All counterparts will constitute one instrument.](#)

SIGNED BY	.....Authorised Signatory of Contractor .....Full Name .....Date  .....Witness to the signature of the Contractor
SIGNED BY	.....Authorised Signatory of Principal .....Full Name .....Date  .....Witness to the signature of the Principal

## SCHEDULE OF PRICES

(Sample Table)

Item	Description		Amount
<b>1.1</b>	<b>Preliminary and General</b>		
<b>1.2</b>	<b>Demolition</b>		
<b>1.3</b>	<b>Etc.</b>		
		<b>Total</b>	
<b>15.0</b>	<b>Dayworks</b>	<b>Rate</b>	
	Labour		
	Carpenter		
	Joiner		
	Plumber		
	Electrician		
	Etc.		
		<b>% Markup</b>	
	Plant		
	Material		
	Etc		

## Scope of Works

**Note:** *Scope of works listed below is indicative only. Schedule of Prices for all of the physical works are to be worked out by the bidding contractor as described on the drawings, specifications and reports provided. The bidders are required to carry out their own on-site work measurements in accordance with the approved construction documents for this contract and submit quotations in a national practise for Trade Summary Pricing Schedule format.*

### Demolition

Allow to create opening in external wall for new double entry door  
Allow to create opening in external wall for new exit door  
Allow for removal of existing walls and doors  
Allowance to remove all fixtures and fittings  
Allow to remove plumbing fittings  
Allow for service disconnections

### External Doors & Windows

Allow for double aluminium glazed sliding door & frame incl. mechanism & hardware  
Allow for secure single hinged solid core door & frame incl. hardware

### Internal Walls & Finishes

Allow for new internal walls  
Allow for Gib noseline lining  
Allow for architrave  
Allow for skirting  
Allow for making good to existing walls where walls & fittings removed  
Allow for acoustic wall panel  
Allowance painting & treatments internally

### Internal Doors & Windows

Allow for single sliding solid core door & frame incl. hardware  
Allow for single hinged solid core door & frame incl. hardware  
Allow for glazed partition sliding door with privacy film

### Floor Finishes

Allow to make good to existing floor  
Allow for new entry matting

### Ceiling

Allowance to make good suspended ceiling where walls & lighting are removed/installed  
Allow for acoustic panels

### Fittings & Fixtures

Allow for reception desk  
Allow for self help desk  
Allow for mirrors / toilet roll holders & miscellaneous hardware  
Allow for works to existing kitchenette for new dishwasher

### Plumbing

Allow for WC  
Allow for wash hand basin & tapware  
Allow for dishwasher disposal drainage  
Allow for floor waste disposal drainage

### Mechanical

Allowance for mechanical alterations due to layout change

### Fire

Allowance for fire system alterations due to layout change

**Electrical**

Allow to relocate MSB

Allow to relocate wall hung data cabinet

Allowance for power and data alterations due to layout change

Allow for new LED lighting

**Drainage**

Allow for drainage alterations

**External works**

Allow for paving to match existing to new entry door

Allow for small step and path to new exit door



# SITE AND LOCATION PLAN AERIAL



## Site & Location Plan Aerial

Print Date: 12/06/2015  
Print Time: 11:40 AM



Digital map data sourced from Land Information New Zealand. CROWN COPYRIGHT RESERVED.  
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If the information is relied on in support of a resource consent it should be verified independently.

Projection: NZGD2000 / New Zealand Transverse Mercator 2000  
Bounds: 1789154, 33340791, 5754628, 25687963  
1789480, 64833989, 5754813, 75358937

Scale: 1:1236  
Original Sheet Size A4



## CONSTRUCTION DOCUMENTS

### Separate Documents

1. **Project statement** - i-SITE & Railway Building 1 - Alterations, Renovations and New Fitouts
2. **Building Consent** - BC 220137 - i-SITE & Railway Building 1 - Alterations, Renovations and New Fitouts
3. **Approved Plans** - i-SITE & Railway Building 1 - Alterations, Renovations and New Fitouts
4. **Approved Specification** - i-SITE & Railway Building 1 - Alterations, Renovations and New Fitouts
5. **Fire Safety Report** - i-SITE & Railway Building 1 - Alterations, Renovations and New Fitouts
6. **Asbestos Status Review Report** - Rora Street i-Site and Railway Building 1
7. **Lead Base Paint Status Report** - WDC Admin Building and Rora Street i-Site and Railway Building 1