

23 July 2021

LOCAL GOVERNMENT OFFICIAL INFORMATION AND MEETINGS ACT REQUEST

Thank you for your email request received on Friday 25th June, for the following information:

"I have been following groups that have been discussing the cost of the proposed dog pound. I'm looking at submitting a proposal for a pound and I would also like to know what the borough has spent to date on this project. Could I please have digital copies of the tender documents for the proposed dog pound. Digital copy of the consultant's report that was used to identify where the proposed pound should go. Digital copy of the costs to employ the consultant".

Your request has been considered under the Local Government Official Information and Meeting Act 1987 (the Act).

We have identified seven documents within scope of your request. Our decision on the release of each documents is tabled below:

Attachments included:

Date	Type	Document name	Decision on Release
July 2018	PDF	<i>Animal Facility Location Study</i>	<i>Released in full.</i>
May 2019	PDF	<i>Animal Facility Location Assessment</i>	<i>Released in Full.</i>
March/May/July August 2020	PDF	<i>Invoice: Professional Services- Assessment for Shared Dog Pound</i>	<i>Some of the information has been withheld under section 7(2)(a) of the Act.</i>
2021	PDF	<i>RFT Request – CDC & SWDC Contract</i>	<i>Released in Full.</i>
2021	PDF	<i>RFT Response</i>	<i>Released in Full.</i>
2021	PDF	<i>Tender Schedule</i>	<i>Released in Full.</i>
2021	PDF	<i>Tender Contract Documents Dog Impoundment</i>	<i>Released in Full.</i>

The Consultant's name, email address and phone number have been withheld under section 7(2)(a) to protect their privacy.

As required under section 7(1) of the Act, I have had regard to the public interest considerations favouring the release of the information withheld. I do not consider

the public interest considerations favouring the release of this information sufficient to outweigh the need to withhold it at this time.

Thank you again for your email/letter. You have the right to ask an Ombudsman to review this decision. You can do this by writing to info@ombudsman.parliament.nz or Office of the Ombudsman, PO Box 10152, Wellington 6143.

Yours sincerely

Blair King
Interim Chief Executive

RELEASED UNDER LGOIMA

Animal Facility Location Study

Prepared for Carterton District Council by Chris Giles

July 2018

Released under the Local Government Official Information and Meetings Act 1987

Recommendation

Based on the results detailed below, the most suitable location for a new animal facility would be on the land adjacent to the current pound in Dalefield Road. The advantages of this location are significantly greater than any of the other options considered, including the next most suitable site further along at 3 Dalefield Road.

Background

Carterton Council needs to investigate the building of a new animal facility capable of housing approximately ten animals at any one time. This study was commissioned to assess a range of possible locations for this facility and provide a recommendation for the most suitable site/s.

Details of the building design were not needed for this study although overall ideas of the build have provided indications as to building footprint requirements as well as overall land necessities.

Assumptions

In assessing suitability of sites for building the facility, a number of assumptions have been made as to what will be constructed. These include

- Perimeter enclosed with a security fence
- Vehicle access will be via a remotely operated gate
- Building and integrated enclosure approximately 20m square, and allow for individual exercise space and outdoor access for each animal
- Internal security for staff within the building e.g. access to public space controlled from secure room
- Small administration office within the building
- Dog accommodation will be indoors and relatively sound proof.
- Wash down facilities for vehicles and equipment located within security fence.

Method

1. Information gathering included:

- Review of background material - legislation, council documents and brief from CDC Planning and Regulatory Manager
- Visit to existing pound and eight possible locations
- Meetings with dog control officer and manager

2. Development of assessment matrix

Eight criteria were identified and each given a relative weighting between 1 and 3, 3 being highest importance.

- 1) Access to power, water and waste disposal. Rated 3 as essential to the operation and drive prohibitive costs if not easily accessible.
- 2) Significant extra costs. Rated 3 as likely to make project costs prohibitive e.g. purchase of land.
- 3) Consent issues. Rated 3, in some cases the risk of not gaining consent is high which could jeopardise the project at that particular location, as well as potential for high costs and delays, even if consent given.
- 4) Security and staff safety. Rated 3, some locations are remote and present significant risk to staff who often operate alone and outside normal hours.
- 5) Ease of construction. Rated 2, would not prevent construction but may delay progress and/or increase costs.
- 6) Distance to the CDC office. Rated 2, dog control staff have other work that requires them to be at the CDC office. Any significant distance between the pound and the office increase time lost, reduce efficiency and increase costs, particularly vehicle running costs.
- 7) Public access. Rated 2, public will access the facility to recover animals, and also when animals are being re-homed. The facility should be easy to find and accessible.
- 8) Proximity of neighbours. Rated 1, a potential problem with complaints, primarily about noise and smell. Handled well this should not be a major issue.

Results

Summary of findings for each location

Dalefield Road – adjacent to existing pound.

- ✓ Council owned land with access to water, power and waste.
- ✓ Flat, easily accessible for construction and operation.
- ✓ Easy public access.
- ✓ Existing street lighting.
- ✓ Consent not likely to be major issue, given location of existing facility.
- ✓ 6 minutes to CDC office.
- ✗ Occasional smell from waste water treatment plant may be an issue for site visitors, especially when offering animals for re-homing. A possible option would be to provide this facility at the CDC yard in Holloway Street.

3 Dalefield Road

- ✓ Council owned land with access to water, power and waste.
- ✓ Flat, easily accessible for construction and operation.
- ✓ An existing building may be able to be adapted for use – however unlikely to be any significant cost savings.
- ✓ Easy public access.
- ✓ Existing street lighting.
- ✓ 6 minutes to CDC office.
- ✗ Close to residential homes, consent likely to be opposed
- ✗ May lose current tenants and income stream.

Corner Dalefield Road and Lincoln Road

- ✓ Council owned land with access to water, power and waste.
- ✓ Public access ok.
- ✓ Some existing street lighting.
- ✓ 6 minutes to CDC office.
- ✗ Site limited in size and likely to require ground works.
- ✗ Close to residential homes, consent likely to be opposed.

Park Road

- ✓ Council owned land.
- ✓ 2 minutes to CDC office.
- ✓ Public access ok.
- ✗ No water, power and waste.
- ✗ May require some ground works.
- ✗ Some neighbours, consent likely to be opposed.
- ✗ Limited street lighting.

Corner Moreton Road and Para Road

- ✓ Council owned land.
- ✓ Flat, easily accessible for construction and operation.
- ✓ Public access ok.
- ✓ 6 minutes to CDC office.
- ✗ No water, power and waste.
- ✗ Some neighbours, consent likely to be opposed.
- ✗ Limited street lighting.

Waingawa Industrial Estate

- ✓ Access to water, power and waste.
- ✓ Flat, easily accessible for construction and operation.
- ✓ No consent issues.
- ✓ Public access ok.
- ✗ Land will have to be purchased at commercial rates.
- ✗ Water and wastes costs to be paid to Masterton council.
- ✗ At least 10 minutes to CDC office.
- ✗ Limited street lighting and relatively isolated at night.

2765 State Highway 2

- ✓ Council owned land with access to water and power.
- ✓ Flat, easily accessible for construction and operation, although house will need to be moved.
- ✓ Public access ok.
- ✓ 6 min to CDC office.
- ✗ No waste available.
- ✗ Consent will be opposed by NZTA if public access via SH2, alternative access will add significant cost.
- ✗ No street lighting and isolated at night.

Kaipatangata Water Supply Land

- ✓ Council owned land with access to water and power.
- ✓ No neighbours or consent issues.
- ✗ No waste available.
- ✗ Significant ground works required.
- ✗ No street lighting and isolated at night.
- ✗ Poor public access.
- ✗ 15 minutes to CDC office

Assessment Matrix

LOCATION	Access to Pwr, Water, Waste	Ease of Construction	Extra Costs	Consent Issues	Neighbours Proximity	Distance to CDC Office	Public Access	Security & Staff Safety	TOTAL
<i>Weighting</i>	3	2	3	3	1	2	2	3	
Dalefield Rd	5	5	5	5	2	4	3	5	
<i>Adjacent existing pound</i>	15	10	15	15	2	8	6	15	86
3 Dalefield Rd	5	5	4	0	1	4	5	5	
	15	10	12	0	1	8	10	15	71
Cnr Dalefield Rd/Lincoln Rd	5	2	4	2	2	4	5	4	
	15	4	12	6	2	8	10	12	69
Cnr Moreton Rd/Para Rd	1	5	5	3	5	4	4	3	
	3	10	15	9	5	8	8	9	67
Waingawa Industrial Estate	5	5	1	5	5	2	3	3	
	15	10	3	15	5	4	6	9	67
Park Rd	1	3	5	2	3	5	5	4	
<i>Just east of Marshall Road</i>	3	6	15	6	3	10	10	12	65
2765 SH2	3	4	4	0	5	4	3	2	
	9	8	12	0	5	8	6	6	54
Water supply land	2	1	4	5	5	1	2	2	
<i>At end of Dalefield Rd</i>	6	2	12	15	5	2	4	6	52

Animal Facility Location Assessment

Prepared for Carterton and South Wairarapa District Councils by Chris Giles

May 2019

Released under the Local Government Official Information and Meetings Act 1987

Background

Carterton and South Wairarapa District Councils need to investigate the building of a new shared animal facility capable of housing approximately 20 animals at any one time. This study was commissioned to assess a range of possible locations for this facility and provide a recommendation for the most suitable site/s.

Details of the building design were not needed for this study although overall ideas of the build have provided indications as to building footprint requirements as well as overall land necessities.

Recommendation

The Johnston Street Featherston location is the most suitable, based on the scoring detailed in this assessment. The distance from the two council offices is similar, being only 4km further from the Carterton office.

The main disadvantages of the Gallon Road Carterton location are the extra costs for power and waste water, and the risk of NZTA intervention to upgrade the access intersection on SH2. It is close to the CDC office and the distance to the SWDC office is similar to the existing facility in Featherston.

None of the Greytown sites are suitable, given substantial extra costs and potential impact of future use of the adjacent land.

It is worth noting that the Dalefield Road Carterton location, identified in the study conducted for the Carterton council in 2018, and using the same criteria, has a higher score than the Johnston Road. The details have been added to this report for reference.

Assumptions

In assessing suitability of sites for building the facility, a number of assumptions have been made as to what will be constructed. These include

- Perimeter enclosed with a security fence
- Building and integrated enclosure approximately 20m square, and allow for outdoor access for animal exercise.
- Internal security for staff within the building e.g. access to public space controlled from secure room
- Small administration office within the building
- Dog accommodation will be indoors and relatively sound proof.
- Wash down facilities for vehicles and equipment located within security fence.

Method

1. Information gathering included:
 - Review of earlier study completed for Carterton District Council and council documents including SWDC Report (Feb 2019).
 - Information from council officers
 - Visit to five possible locations
 - Meeting with power specialist regarding mains power access at various sites.

2. Development of assessment criteria

Eight criteria were identified and each given a relative weighting between 1 and 3, 3 being highest importance. A draft of these criteria, and the scoring method to be used was circulated to council officers. The feedback obtained was incorporated to produce the criteria for assessment as given here:

- I. **Access to essential services - power, water and waste water disposal.**

Weighted 3 as essential to the operation and would drive prohibitive costs if not easily accessible.

Scoring Method: Scores 5 if all services onsite and able to be connected, scores 1 if no services available.

- II. **Significant extra costs e.g. purchase of land, construction of new access road.**

Weighted 3 as likely to make project costs prohibitive

Scoring Method: Scores 5 if no further costs likely, scores 1 if land has to be purchased. Cost of providing essential services would also impact score.

- III. **Consent issues.**

Weighted 3, in some cases the risk of not gaining consent is high which could jeopardise the project at that particular location, as well as potential for high costs and delays, even if consent given.

Scoring Method: Scores 5 if consent already in place or existing use compatible. Scores 1 if consent is unlikely to be achieved.

- IV. **Security and staff safety.**

Weighted 3, some locations are remote and present significant risk to staff who often operate alone and outside normal hours.

Scoring Method: Scores 5 if site close to other council facilities where staff could provide support, noting it would score lower if public access nearby might compromise site security. Scores 1 if the location is remote with no neighbours. Other aspects such as street lighting would also be considered.

- V. **Ease of construction.**

Weighted 2; would not prevent construction but may delay progress and/or increase costs.

Scoring Method: Scores 5 if site is ready for construction without further work. Scores 1 if site configuration, topography or weather conditions compromise construction of proposed building e.g. wind loading issues at Featherston.

VI. Public access.

Weighted 2, public will access the facility to recover animals, and also when animals are being rehomed. The facility should be easy to find and accessible.

Scoring Method: Scores 5 if location is well known and adjacent other council functions with public access. Scores 1 if remote and hard to find. Consideration is also given to access road condition.

VII. Proximity of neighbours.

Weighted 1, a potential problem with complaints, primarily about noise and smell

Scoring Method: Score 5 no near neighbours, or current use well established. Scores 1 if surrounded by residential properties, or potential future residential development.

VIII. Distance to council offices.

Dog control staff have other work that requires them to be at their respective council offices. Any significant distance between the pound and the office reduces efficiency and increases costs, particularly vehicle running costs; could impact response times and service KPI's.

This criteria has not been used as part of the scoring matrix, as it would have different results for each council. The distances to each council office have been noted.

Summary of findings for each location

Gallon Road, Carterton

1. Access to Essential Services (weighting = 3)

Power: An 11KV line runs down Gallon Road to properties further along. The site will require a transformer and new pole installed, cost estimate of \$10,000.

Water: Will be available from council facilities nearby.

Waste water: Tank will need to be installed, estimate of cost \$10,000

Essentially a greenfield rural site with extra costs to provide services.

Score 3

2. Significant extra costs (weighting = 3)

In addition to services costs, there is a risk that NZTA may pursue costs to upgrade Gallon Road access onto SH2, based on an expectation of more traffic turning onto the road to visit the facility.

If this occurred would score 2, otherwise 3

3. Consent Requirements (weighting = 3)

Resource consent will be required to build the facility here. While it will probably be obtained, there could be delays, as well as raising the risk that NZTA will want to address the highway intersection.

Score 3

4. Security and Staff Safety (weighting = 3)

There are neighbours and council facilities nearby, within approximately 100 metres, however still relatively remote. There is no street lighting but could be installed.

Score 4

5. Ease of Construction (weighting = 2)

No issues, flat site with easy access.

Scores 5

6. Public Access (weighting = 2)

Relative well formed road, near to main highway. Only issue is referred to above regarding upgrade of intersection on SH2.

Score 4

7. Proximity of Neighbours (weighting = 1)

Nearest neighbour is approximately 100 metres away and unlikely to present problems. No subdivisions are likely in the next decade:

Score 5

8. Distance to Council Offices

Distance to CDC office: 4.5k

Distance to SWDC office: 24k

Johnston Street, Featherston

1. Access to Essential Services (weighting = 3)

Power: Onsite – will require underground line to connect cost approximately \$5,000.

Water: Will be available from council facilities nearby.

Waste water: In the street

Score 5

2. Significant extra costs (weighting = 3)

Other than services connections, no significant costs relating to construction. However there may extra ongoing costs resulting from relocation of the green waste facility and extra contractor costs.

Score 3

3. Consent Requirements (weighting = 3)

Consent likely to be required; building will need noise mitigation as it adjoins future new subdivision.

Score 3

4. Security and Staff Safety (weighting = 3)

Located adjacent to other council facilities and relatively busy street

Score 5

5. Ease of Construction (weighting = 2)

Flat site with easy access. Removal of green waste required.

Score 4

6. Public Access (weighting = 2)

Easy access with plenty of parking space

Score 5

7. Proximity of Neighbours (weighting = 1)

The nearest neighbour is the rugby club. Nearest residential neighbour more than 100 meters away. No adjacent subdivision planned. Given current use, no issues expected.

Score 5

8. Distance to Council Offices

Distance to CDC office: 22k

Distance to SWDC office: 18k

Tilsons Road, Papawai, Site 1 (adjacent to gliding club)

1. Access to Essential Services (weighting = 3)

Power: Onsite – will require underground line to connect, cost approximately \$5,000.

Water: No town supply. Ground water system which may require upgrade

Waste water: Not connected to town system, tanks may require upgrade

Score 2

2. Significant extra costs (weighting = 3)

Preparation of site, including demo or removal of house and removal of trees

Score 2

3. Consent Requirements (weighting = 3)

Assume consent required. Probably obtainable

Score 4

4. Security and Staff Safety (weighting = 3)

Relatively remote, gliding club nearby No street lighting but could be installed.

Score 3

5. Ease of Construction (weighting = 2)

Given site preparation above, flat site with easy access

Score 5

6. Public Access (weighting = 2)

No issues.

Score 5

7. Proximity of Neighbours (weighting = 1)

Gliding club – may be issues with users but unlikely given occasional usage.

Score 4

8. Distance to Council Offices

Distance to CDC office: 14k

Distance to SWDC office: 18k

Tilsons Road, Papawai, Site 2 (end of road, adjacent to farm buildings)

1. Access to Essential Services (weighting = 3)

Power: Onsite – will require underground line to connect cost approximately \$5,000.

Water: No, ground water may be available

Waste water: No, tank will need to be installed

Score: 2

2. Significant extra costs (weighting = 3)

May require some levelling of site Access road ford upgrade for public access

Score 3

3. Consent Requirements (weighting = 3)

Consent will be required, likely to be successful if current use continues.

Score 3

4. Security and Staff Safety (weighting = 3)

Remote, no lighting

Score 2

5. Ease of Construction (weighting = 2)

OK, may require minor levelling

Score 4

6. Public Access (weighting = 2)

Ok, but ford may need upgrade

Public traffic may become an issue for future users of surrounding land.

Score 2

7. Proximity of Neighbours (weighting = 1)

None

Score 5

8. Distance to Council Offices

Distance to CDC office: 15k

Distance to SWDC office: 19k

Tilsons Road, Papawai, Site 3 (Across farm)

1. Access to Essential Services (weighting = 3)

Power: No - will require power lines to be installed from site 2. No costs available but would be substantial.

Water: No, ground water may be available

Waste water: No, tank will need to be installed

Score 1

2. Significant extra costs (weighting = 3)

Only access is farm track, for public access a formed road will need to be constructed.

Score 1

3. Consent Requirements (weighting = 3)

Consent will be required, likely to be successful if current use continues

Score 3

4. Security and Staff Safety (weighting = 3)

Very remote

Score 1

5. Ease of Construction (weighting = 2)

Some site preparation likely

Score 4

6. Public Access (weighting = 2)

If a formed road is constructed, access ok, noting that ford on Tilsons Road may need to be upgraded and may become an issue for future users of surrounding land.

Score: 3

7. Proximity of Neighbours (weighting = 1)

None

Score 5

8. Distance to Council Offices

Distance to CDC office: 16k

Distance to SWDC office: 20k

Dalefield Rd, Carterton (Adjacent existing pound)

1. Access to Essential Services (weighting = 3)

Power: Yes.

Water: Yes

Waste water: Yes

There will connection costs, but no more than budgeted for

Score 5

2. Significant extra costs (weighting = 3)

None identified

Score 5

3. Consent Requirements (weighting = 3)

Consent not likely to be major issue, given location of existing facility

Score 4

4. Security and Staff Safety (weighting = 3)

No issues

Score 5

5. Ease of Construction (weighting = 2)

Flat ground with easy access

Score 5

6. Public Access (weighting = 2)

Direct access off Dalefield Road

Score: 5

7. Proximity of Neighbours (weighting = 1)

Some neighbours, potential for complaints, but given current operation would be unlikely

Score 4

8. Distance to Council Offices

Distance to CDC office: 4km

Distance to SWDC office: 29km

Animal Facility Location Matrix

LOCATION	Access to Pwr, Water, Waste	Extra Costs	Consent Issues	Security & Staff Safety	Ease of Construction	Public Access	Neighbours Proximity	TOTAL
<i>Weighting</i>	3	3	3	3	2	2	1	
<i>Gallon Rd Carterton</i>								
Score	3	3	3	4	5	4	5	
(weighting * score)	9	9	9	12	10	8	5	62
<i>Johnston St Featherston</i>								
Score	5	3	3	5	4	5	5	
(weighting * score)	15	9	12	15	8	10	5	71
<i>Tilsons Rd, Site 1 (Adjacent to Gliding Club)</i>								
Score	2	2	4	3	5	5	4	
(weighting * score)	6	6	12	9	10	10	4	57
<i>Tilsons Rd, Site 2 (End of road)</i>								
Score	2	3	3	2	4	2	5	
(weighting * score)	6	9	9	6	8	4	5	47
<i>Tilsons Rd, Site 3 (Across farm)</i>								
Score	1	1	3	1	4	3	5	
(weighting * score)	3	3	9	3	8	6	5	37
<i>This scoring from 2018 CDC assessment Dalefield Rd Carterton (Adjacent existing pound)</i>								
Score	5	5	4	5	5	5	4	
(weighting * score)	15	15	12	15	10	10	4	81

Released under the Local Government Official Information and Meetings Act 1987

Blank

Released under the Local Government Official Information and Meetings Act 1987

s7(2)(a)

PO Box 5133
Wellington 6140

s7(2)(a)

TAX INVOICE/ STATEMENT

GST No 76-452-954

Invoice No 944
3 August 2020

Dave Gittings
Infrastructure, Services & Regulatory Manager
Carterton District Council
PO Box 9
Carterton 5743

PROFESSIONAL SERVICES- Assessment for Shared Dog Pound -July 2020

17.25 hours at \$175 per hour (Refer to time sheet attached)	3,018.75
Other Mileage 195 Kms @ 74 cents per km	144.30
Plus GST	474.46
TOTAL	3,637.51

PLEASE DIRECT CREDIT TO BANK ACCOUNT

Account of Armstrong Dixon Limited

National Bank Account No s7(2)(a)

CDC: ACCOUNTS PAYABLE

Supplier: ADL 05

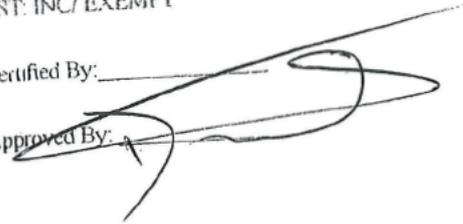
Cost Code: 9008923

Amount \$ 3,637.51

GST: INC/ EXEMPT

Certified By: _____

Approved By: _____



Released under the Local Government Official Information and Meetings Act 1987

s7(2)(a)

PO Box 5133
Wellington 6140

s7(2)(a)

TAX INVOICE/ STATEMENT
GST No 76-452-954

Invoice No 942
9 July 2020

Dave Gittings
Infrastructure, Services & Regulatory Manager
Carterton District Council
PO Box 9
Carterton 5743

PROFESSIONAL SERVICES- Assessment for Shared Dog Pound -June 2020

9.00	hours at \$175 per hour (Refer to time sheet attached)	1,575.00
Other	Mileage 209 Kms @ 74 cents per km	154.66
	Plus GST	259.45
	TOTAL	1,989.11

PLEASE DIRECT CREDIT TO BANK ACCOUNT

Account of Armstrong Dixon Limited

National Bank Account No s7(2)(a)

ENTERED

CDC: ACCOUNTS PAYABLE

Supplier: ADLØ5

Cost Code: 9008923

Amount \$ 1989.11

GST: INC/ EXEMPT

Certified By:

Approved By:

Released under the Local Government Official Information and Meetings Act 1987

s7(2)(a)

PO Box 5133
Wellington 6140

s7(2)(a)

TAX INVOICE/ STATEMENT
GST No 76-452-954

Invoice No 934
31 May 2020

30 JUN 2020

Dave Gittings
Infrastructure, Services & Regulatory Manager
Carterton District Council
PO Box 9
Carterton 5743

PROFESSIONAL SERVICES- Assessment for Shared Dog Pound -31 May 2020

9.25	hours at \$175 per hour (Refer to time sheet attached)		1,618.75
Other	Reimbursement Land Matters Invoice 2160 (Invoice attached)		187.50
		1	Plus GST 270.94
			TOTAL 2,077.19

PLEASE DIRECT CREDIT TO BANK ACCOUNT

Account of Armstrong Dixon Limited

National Bank Account No s7(2)(a)

CDC: ACCOUNTS PAYABLE

Supplier: ADL 05

Cost Code: 900 8923

Amount \$ 2,077.19

GST: INC/EXEMPT

Certified By: _____

Approved By: _____



ENTERED

Released under the Local Government Official Information and Meetings Act 1987

s7(2)(a)

PO Box 5133
Wellington 6140

s7(2)(a)

TAX INVOICE/ STATEMENT
GST No 76-452-954

ADL05
9008923
\$10,925.83
APPROVED - DG

Invoice No 927
31 March 2020

Dave Gittings
Infrastructure, Services & Regulatory Manager
Carterton District Council
PO Box 9
Carterton 5743

PROFESSIONAL SERVICES- Assessment for Shared Dog Pound -31 March 2020

53.00 hours at \$175 per hour (Refer to time sheet attached)		9,275.00
Other Reimbursement Land Matters Invoice 2066 (Invoice attached)		225.72
	1	Plus GST 1,425.11
		TOTAL 10,925.83

PLEASE DIRECT CREDIT TO BANK ACCOUNT

Account of Armstrong Dixon Limited

National Bank Account No s7(2)(a)

Released under the Local Government Official Information and Meetings Act 1987

Carterton District Council and
South Wairarapa District Council

Request for Proposals



Design and Build an Enclosed Shelter for Holding Impounded dogs.

Contract 01/2021

RFP released: 01/03/2021

Deadline for Questions: 26/03/2021

Deadline for Proposals: 5pm 07/04/2021

Carterton District Council
28 Holloway Street
Carterton

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Released under the Local Government Official Information and Meetings Act 1987

This opportunity in a nutshell

What we need

The Carterton District Council (CDC) and South Wairarapa District Council (SWDC) need to replace their existing dog pounds located at Featherston and Carterton with a new enclosed shelter which will serve the needs of both Councils.

A preferred site has been identified at Dalefield Road, Carterton adjoining the CDC extensive treatment facilities.

The Councils are inviting tenders from suitably experienced building contractors to 'Design and Build' an enclosed shelter with floor area of 300sqm and 4.4sqm porch. The building includes internal partitions, internal reticulation of services to be connected to community networks. Provision for vehicle access, car parking and an earth bund to add to the aesthetics and assist noise abatement is included. (For further information refer to the Schedule of Scope and Requirements)

It could for example be a Kit Set type building or an existing building package. The building needs to conform with the area of the building but modest variation in the dimensions is possible.

It will be fitted out subsequently to provide individual kennel facilities which comply with the Animal Welfare Act 1999, Health And Safety at Work (HSW) Act 2015.

Innovation is encouraged. Alternative tenders are permitted but a conforming tender must also be submitted.

What we don't want

We don't want Proposals that cannot meet the \$0.350m budget or the 30th September 2021 deadline for completion.

The Resource Consent will be obtained by CDC.

What's important to us

The Councils are committed to looking for the best value for money from suppliers who have the capability, experience, track record of successfully delivering similar projects, and have the qualified and experienced staff to deliver what is needed.

The Council is focused on a cost-effective outcome delivered within timeframes and within budget.

Why should you bid?

This is a unique opportunity to demonstrate your expertise and skill to both Councils by providing an outcome that is delivered on time and value for money. It will provide a much-needed benefit to the community in Carterton and South Wairarapa districts and is likely to attract significant public interest.

A bit about us

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The combined Councils service the Featherston, Greytown, Carterton, and Martinborough communities including associated rural areas extending from the foothills of the Tararua Ranges across the plains to the east coast and the south coast of the Wairarapa.

The combined population exceeds 8,500 people and the combined dog population exceeds 5,900.

Each Council currently operates their dog pound. They are located at Featherston and Carterton and whilst they are serving the purpose that was intended, both are nearing the end of their functional life.

Various assessments undertaken have confirmed the potential for both Councils to achieve significant benefits in combining their requirement and utilising the Dalefield site at Carterton.

The site selected adjoins the CDC's extensive treatment facilities located at Dalefield Road.

The building is intended to have the capacity to meet the long-term future needs of both Councils.

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SECTION 1: Key information



1.1 Context

- a. This Request for Proposal (RFP) is an invitation to suitably qualified suppliers to submit a Proposal for the Design and Build of an enclosed shelter for housing impounded dogs contract opportunity.
- b. This RFP is a single-step procurement process.
- c. Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means 'a person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal.'. Definitions are at the end of [Section 6](#).



1.2 Our timeline

- a. Here is our timeline for this RFP.

Steps in RFP process:

Date:

Deadline for Questions from suppliers: 26/03/2021

Deadline for the Buyer to answer suppliers' questions: 5/04/2021

Deadline to register for supplier briefing session: 23/03/2021

Date of the supplier briefing session: 25/03/2021

Deadline for Proposals: [3pm] 07/04/2021

[Shortlisted Respondents' site visits:] week starting N/A

Unsuccessful Respondents notified of award of Contract: 21/04/2021

Respondents' debriefs: week starting 28/04/2021

Anticipated Contract start date: 31/05/2021

- b. All dates and times are dates and times in New Zealand.



1.3 How to contact us

- a. All enquiries must be directed to our Point of Contact. We will manage all external communications through this Point of Contact.
- b. If you would like to attend our supplier briefing session please email our Point of Contact to register.
- c. **Our Point of Contact**

Name: Bob Austin

Title/role: Consultant/contractor.

Email address: Bob@Armstrongdixon.nz



1.4 Developing and submitting your Proposal

- a. This is an **open** competitive tender process. The RFP sets out the step-by-step process and conditions that apply.
- b. Take time to read and understand the RFP. In particular:
 - i. develop a strong understanding of our Requirements detailed in [Section 2](#).
 - ii. in structuring your Proposal consider how it will be evaluated. [Section 3](#) describes our Evaluation Approach.
- c. For resources on tendering visit www.procurement.govt.nz/suppliers.

d. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our [Point of Contact](#).

In submitting your Proposal you must use the Response Form provided <https://www.tnderlink.com/wairarapa/>

- e. This is a Microsoft Word document that you can download.
- f. You must also complete and sign the declaration at the end of the Response Form.
- g. You must use the pricing schedule template <https://www.tnderlink.com/wairarapa/> for your pricing information.
- h. Check you have provided all information requested, and in the format and order asked for.
- i. Having done the work don't be late – please ensure you get your Proposal to us before the Deadline for Proposals!



1.5 Address for submitting your proposal

a. Proposals must be submitted electronically to the following address:

<https://www.tnderlink.com/wairarapa/>

B Proposals sent by post or fax , or hard copy delivered to our office will not be accepted.



1.5 Our RFP Process, Terms and Conditions

- a. **Offer Validity Period:** In submitting a Proposal the Respondent agrees that their offer will remain open for acceptance by the Buyer for 3 calendar months from the Deadline for Proposals.
- b. The RFP is subject to the RFP Process, Terms and Conditions (shortened to RFP-Terms) described in [Section 6](#). We have not made any variation to the RFP-Terms.



1.6 Later changes to the RFP or RFP process

- a. If, after publishing the RFP, we need to change anything about the RFP, or RFP process, or want to provide suppliers with additional information we will let all suppliers know by placing a notice on the Wairarapa Electronic Tender Link Service: <https://www.tnderlink.com/wairarapa/>
 - a. If you downloaded the RFP from Tender Link you will automatically be sent notifications of any changes through Tender Link by email.]
-

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SECTION 2: Our Requirements

2.1 Background

This procurement relates to the delivery of a new enclosed shelter to hold impounded dogs, to meet the Council's dog control responsibilities and to serve the combined needs of Carterton District Council and the South Wairarapa District Council.

Previously each Council had its own dog pound and they are both nearing the end of their useful life. Going forward we wish to invite proposals to 'Design and Build' a facility that will meet their combined long term needs.

What we are buying and why

The RFP relates to the purchase of a 'Design and Build' facility which is required to meet the Council's dog control responsibilities in the Carterton and South Wairarapa District .

The enclosed shelter will ultimately be fitted out to provide a facility that meets the statutory requirements for holding impounded dogs.

Council consider this a critical facility and need the project be completed on time.

2.2 What we require: the solution

We are seeking a solution that will deliver a 'Design and Build' enclosed shelter with floor area of 300 sqm and 4.4 sqm of porch. The building includes internal partitions, internal reticulation of services to be connected to community networks. Provision for vehicle access to the facility, car parking and an earth bund to add to the aesthetics and assist noise abatement are included.

Refer to the Schedule of Scope and Requirements for further detail.

What we require: capacity

We are seeking suppliers who are able to demonstrate that they have the appropriately qualified and experienced registered builders including a qualified and experienced site supervisor to be on site full time during the construction. They have the appropriate architectural expertise to undertake the design and specifications for the project. That they have the ultimate capacity to provide an efficient and cost effective solution.

2.3 What we require: capability

We are seeking suppliers that are able to demonstrate that they have the capability through their experience and successful track record in undertaking the design and construction required to provide a successful outcome that completes the project on time, within budget and proves to be value for money.

Innovation is encouraged and alternative options that add utility value and that may also provide cost savings will be considered. Any variations will need to be submitted as an alternative conforming tender.

2.4 Contract term

We anticipate that the contract will commence on 31 May 2021 and been completed on or before 30 September 2021.

Description	Years
-------------	-------

Term of the Contract	4 months

2.5 Key outcomes

The following are the key outcomes that are to be delivered.

Description	Indicative date for delivery
Completion date	30/09/2021

2.6 Other information

- a. We estimate the quantity to be delivered is as per the schedule of requirements.
- b. Payment will be monthly progress payment in buyers invoices and complying with the Construction Contracts Act.

2.7 Other tender documents

In addition to this RFP we refer to the following documents. These have been uploaded on tender link and are available for all interested suppliers. These documents form part of this RFP.

- a. Form of tender
- b. Contract Agreement
- c. Conditions of Contract – NZS3910
- d. Special Conditions of Contract
- e. Schedule of Scope and Requirements
- f. Drawings, location plan, and floor plan of building
- g. Schedule for pricing
- h. Principal's Health and Safety Policy Statement and Questionnaire

SECTION 3: Our Evaluation Approach

This section sets out the Evaluation Approach that will be used to assess Proposals.

3.1 Evaluation model

The evaluation model that will be used is lowest price conforming. This means that all Proposals that are capable of full delivery on time will be shortlisted. The shortlisted Proposal that is the lowest price over whole-of-life will likely be selected as the Successful Respondent.

3.2 Pre-conditions

Each Proposal must meet all of the following pre-conditions. Proposals which fail to meet one or more will be eliminated from further consideration.

Respondents who are unable to meet all pre-conditions should conclude that they will not benefit from submitting a Proposal.

1	<p>Track Record – Have you completed the last three projects to the time frame requested by the client, to the budget agreed with the client and the contracted standard of workmanship ?.</p> <p>Provide the last 3 projects. Clients and engineers may both be contacted to verify the information provided.</p> <p>Any feedback from clients and or engineers referees that indicates dissatisfaction with performance and outcomes or unwillingness to engage them again may result in a fail against this attribute.</p>	[Yes/No]
---	--	----------

Complete the tables below - repeat for each project

Project 1

Contract Name		Client	
When completed		Value	
Brief Description of work			
Engineer to the contract		Phone no	

Project 2

Contract Name		Client	
When completed		Value	
Brief Description of work			

Engineer to the Contract		Phone no	
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Project 3

Contract Name		Client	
When completed		Value	
Brief Description of work			
Engineer to the Contract		Phone no	

2	<p>Relevant Skills – Do you have registered Builders to supervise your work on-site all day and every day when work is being undertaken?</p> <p>Please provide the name and registration details of the supervisor/s that will be onsite certifying you're working.</p> <p>For the Supervisor/s you have nominated please supply two referee contact details. We reserve the right to contact other referees. Any feedback from referees that indicates dissatisfaction with their performance (in particular but not limited to workmanship and quality) or unwillingness to engage them again may result in a fail against this attribute.</p>	[Yes/No]
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Insert name, registration, and referee's details here:

Name of the Supervisor/s	Registration Details	Referee, company & position, and phone number

3	<p>Relevant Experience – Do you use a designer with experience in this type of work?. Please provide qualifications for the design and preparation of construction plans and specifications. Length of time the designer has been engaged in the industry undertaking this work.</p> <p>Please provide 3 examples of work that are comparable to this project.</p> <p>For the Designer you have nominated please supply referee contact details. We reserved the right to contact other referees. Any feedback from referees that indicates dissatisfaction with their performance (in particular but not limited to workmanship and quality) or unwillingness to engage them again may result in a fail against this attribute.</p>	[Yes/No]
---	---	----------

Complete the tables below - repeat for each project

Project 1

Contract Name		Designer	
When completed		Value	
Brief Description of work and photo			
Client		Phone no	

Project 2

Contract Name		Designer	
When completed		Value	
Brief Description of work and photo			
Client		Phone no	

Project 3

Contract Name		Designer	
When completed		Value	
Brief Description of work and photo			
Client		Phone no	

4	<p>Design Experience - Has your company had previous experience with producing Design's that enhance the functionality of a facility meeting both the specified operational standards and also any requirements set out in an AS/NZS standard or NZ Act or other) that was specified by a client.</p> <p>Provide 3 projects in the last 5 years. Clients may be contacted to verify the information provided. Any feedback from client referees that indicates dissatisfaction with the design enhancing functionality and ability to meet a client-specified standard/Act/other or unwillingness to engage them again may result in a fail against this attribute.</p>	[Yes/No]
---	--	----------

Complete the tables below - repeat for each project

Project 1

Contract Name		operational standards and requirements applied	
When completed		Value	
Brief Description of work and photo			
Client		Phone no	

Project 2

Contract Name		operational standards and requirements	
When completed		Value	
Brief Description of work and photo			

Client		Phone no	

Project 3

Contract Name		operational standards and requirements	
When completed		Value	
Brief Description of work and photo			
Client		Phone no	

5	<p>Health and Safety – Do the staff you will be using on this contract have at least one industry-recognized safety training listed below:</p> <ol style="list-style-type: none"> 1. Site Safe passport 2. Construct Safe 3. Other (The supplier must demonstrate how this training to staff provides opportunities to engage in continuous improvement of Hazards, risks, and safety practices) 	[Yes/No]
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Name	Type	ID Number

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3.3 Evaluation criteria

Proposals that meet all pre-conditions will be evaluated.

Price

We wish to obtain the best value-for-money over the whole-of-life of the Contract. This means achieving the right combination of fit for purpose, quality, on-time delivery, quantity, and price.

If a Respondent offers a price that is substantially lower than other Proposals (an abnormally low bid), the Buyer may seek to verify with the Respondent that the Respondent is capable of fully delivering all of the Requirements and meeting all of the conditions of the Proposed Contract for the price quoted.

3.4 Evaluation process and due diligence

In addition to the above, we will undertake the following process and due diligence in relation to shortlisted Respondents. The findings will be taken into account in the evaluation process.

- a. reference check the Respondent organisation and named personnel
- b. interview Respondents

3.5 Optional evaluation process and due diligence

In addition to the above, we may undertake the following process and due diligence in relation to shortlisted Respondents. The findings will be taken into account in the evaluation process. Should we decide to undertake any of these we will give shortlisted Respondents reasonable notice.

- a. reference check the Respondent organisation and named personnel
- b. other checks against the Respondent e.g. Companies Office
- c. interview Respondents
- d. request Respondents make a presentation
- e. arrange site-visits
- f. test products
- g. inspect audited accounts for the last three financial years
- h. undertake a credit check
- i. undertake a Police check for all named personnel

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SECTION 4: Pricing information

1.1 [Pricing information to be provided by respondents]

Respondents are to provide their price as part of their Proposal. In submitting the Price the Respondent must meet the following:

- a. Respondents are to use the pricing schedule template provided.
- b. the pricing schedule is to show a breakdown of all costs, fees, expenses and charges associated with the full delivery of the Requirements over the whole-of-life of the Contract. It must also clearly state the total Contract price is exclusive of GST.
- c. where the price, or part of the price, is based on fee rates, all rates are to be specified, either hourly or daily or both as required.
- d. in preparing their Proposal, Respondents are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in the Proposal and pricing information to manage such risks and contingencies.
- e. respondents are to document in their Proposal all assumptions and qualifications made about the delivery of the Requirements, including in the financial pricing information. Any assumption that the Buyer or a third party will incur any cost related to the delivery of the Requirements is to be stated, and the cost estimated if possible.
- f. prices should be tendered in NZ\$. Unless otherwise agreed, the Buyer will arrange contractual payments in NZ\$.
- g. Where a Respondent has an alternative method of pricing (i.e. a pricing approach that is different to the pricing schedule) this can be submitted as an alternative pricing model. However, the Respondent must also submit a pricing schedule that conforms.

SECTION 5: Our Proposed Contract

5.1 Proposed Contract

The following is the Proposed Contract that we intend to use for the purchase and delivery of the Requirements.

NZS 3910:2013

In submitting your Proposal you must let us know if you wish to question and/or negotiate any of the terms or conditions in the Proposed Contract, or wish to negotiate new terms and/or conditions. The Response Form contains a section for you to state your position. If you do not state your position you will be deemed to have accepted the terms and conditions in the Proposed Contract in full.]

SECTION 6: RFP Process, Terms and Conditions

Note to suppliers and Respondents

- In managing this procurement the Buyer will endeavour to act fairly and reasonably in all of its dealings with interested suppliers and Respondents, and to follow due process which is open and transparent.
- This section contains the government's standard RFP Process, Terms and Conditions (shortened to RFP-Terms) which apply to this procurement. Any variation to the RFP-Terms will be recorded in Section 1, [paragraph 1.6](#). Check to see if any changes have been made for this RFP.
- Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means 'a person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal.' [Definitions](#) are at the end of this section.
- If you have any questions about the RFP-Terms please email our [Point of Contact](#).

Standard RFP process



Preparing and submitting a proposal

6.1 Preparing a Proposal

- a. Respondents are to use the Response Form provided and include all information requested by the Buyer in relation to the RFP.
- b. By submitting a Proposal the Respondent accepts that it is bound by the RFP Process, Terms and Conditions (RFP-Terms) contained in Section 6 (as varied by Section 1, paragraph 1.6, if applicable).
- c. Each Respondent will:
 - i. examine the RFP and any documents referenced in the RFP and any other information provided by the Buyer
 - ii. consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in its Proposal to manage such risks and contingencies
 - iii. document in its Proposal all assumptions and qualifications made about the delivery of the Requirements, including any assumption that the Buyer or a third party will deliver any aspect of the Requirements or incur any cost related to the delivery of the Requirements
 - iv. ensure that pricing information is quoted in NZ\$ exclusive of GST
 - v. if appropriate, obtain independent advice before submitting a Proposal
 - vi. satisfy itself as to the correctness and sufficiency of its Proposal, including the proposed pricing and the sustainability of the pricing.
- d. There is no expectation or obligation for Respondents to submit Proposals in response to the RFP solely to remain on any prequalified or registered supplier list. Any Respondent on such a list will not be penalised for failure to submit a Proposal.

6.2 Offer Validity Period

- a. Proposals are to remain valid and open for acceptance by the Buyer for the Offer Validity Period.

6.3 Respondents' Deadline for Questions

- a. Each Respondent should satisfy itself as to the interpretation of the RFP. If there is any perceived ambiguity or uncertainty in the RFP document/s Respondents should seek clarification before the Deadline for Questions.
- b. All requests for clarification must be made by email to the Buyer's Point of Contact. The Buyer will endeavour to respond to requests in a timely manner, but not later than the deadline for the Buyer to answer Respondents' questions in Section 1, paragraph 1.2.a, if applicable.
- c. If the Buyer considers a request to be of sufficient importance to all Respondents it may provide details of the question and answer to other Respondents. In doing so the Buyer may summarise the Respondent's question and will not disclose the Respondent's identity. The question and answer may be posted on GETS and/or emailed to participating Respondents. A Respondent may withdraw a request at any time.
- d. In submitting a request for clarification a Respondent is to indicate, in its request, any information that is commercially sensitive. The Buyer will not publish such commercially sensitive information. However, the Buyer may modify a request to eliminate such commercially sensitive information, and publish this and the answer where the Buyer considers it of general significance to all Respondents. In this case, however, the Respondent will be given an opportunity to withdraw the request or remove the commercially sensitive information.

6.4 Submitting a Proposal

- a. Each Respondent is responsible for ensuring that its Proposal is received by the Buyer at the correct address on or before the Deadline for Proposals. The Buyer will acknowledge receipt of each Proposal.
- b. The Buyer intends to rely on the Respondent's Proposal and all information provided by the Respondent (e.g. correspondence and negotiations). In submitting a Proposal and communicating with the Buyer each Respondent should check that all information it provides to the Buyer is:
 - i. true, accurate and complete, and not misleading in any material respect
 - ii. does not contain Intellectual Property that will breach a third party's rights.
- c. Where the Buyer requires the Proposal to be delivered in hard and soft copies, the Respondent is responsible for ensuring that both the hard and soft copies are identical.
- d. Where the Buyer stipulates a two envelope RFP process the following applies:
 - i. each Respondent must ensure that all financial information and pricing components of its Proposal are provided separately from the remainder of its Proposal
 - ii. financial information and pricing must be contained either in a separate sealed envelope or as a separate soft copy file (whichever option has been requested by the Buyer)
 - iii. the pricing information must be clearly marked 'Financial and Pricing Information.' This is to ensure that the pricing information cannot be viewed when the package containing the other elements of the Proposal is opened.

Assessing Proposals

6.5 Evaluation panel

- a. The Buyer will convene an evaluation panel comprising members chosen for their relevant expertise and experience. In addition, the Buyer may invite independent advisors to evaluate any Proposal, or any aspect of any Proposal.

6.6 Third party information

- a. Each Respondent authorises the Buyer to collect additional information, except commercially sensitive pricing information, from any relevant third party (such as a referee or a previous or existing client) and to use that information as part of its evaluation of the Respondent's Proposal.
- b. Each Respondent is to ensure that all referees listed in support of its Proposal agree to provide a reference.
- c. To facilitate discussions between the Buyer and third parties each Respondent waives any confidentiality obligations that would otherwise apply to information held by a third party, with the exception of commercially sensitive pricing information.

6.7 Buyer's clarification

- a. The Buyer may, at any time, request from any Respondent clarification of its Proposal as well as additional information about any aspect of its Proposal. The Buyer is not required to request the same clarification or information from each Respondent.
- b. The Respondent must provide the clarification or additional information in the format requested. Respondents will endeavour to respond to requests in a timely manner. The Buyer may take such clarification or additional information into account in evaluating the Proposal.
- c. Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, the Buyer may cease evaluating the Respondent's Proposal and may eliminate the Proposal from the RFP process.

6.8 Evaluation and shortlisting

- a. The Buyer will base its initial evaluation on the Proposals submitted in response to the RFP. The Buyer may adjust its evaluation of a Proposal following consideration of any clarification or additional information as described in paragraphs 6.6 and 6.7.
- b. In deciding which Respondent/s to shortlist the Buyer will take into account the results of the evaluations of each Proposal and the following additional information:
 - i. each Respondent's understanding of the Requirements, capability to fully deliver the Requirements and willingness to meet the terms and conditions of the Proposed Contract
 - ii. except where the price is the only criterion, the best value-for-money over the whole-of-life of the goods or services.
- c. In deciding which Respondent/s, to shortlist the Buyer may take into account any of the following additional information:
 - i. the results from reference checks, site visits, product testing and any other due diligence
 - ii. the ease of contracting with a Respondent based on that Respondent's feedback on the Proposed Contract (where these do not form part of the weighted criteria)
 - iii. any matter that materially impacts on the Buyer's trust and confidence in the Respondent
 - iv. any other relevant information that the Buyer may have in its possession.
- d. The Buyer will advise Respondents if they have been shortlisted or not. Being shortlisted does not constitute acceptance by the Buyer of the Respondent's Proposal, or imply or create any obligation on the Buyer to enter into negotiations with, or award a Contract for





delivery of the Requirements to any shortlisted Respondent/s. At this stage in the RFP process the Buyer will not make public the names of the shortlisted Respondents.

6.9 Negotiations

- a. The Buyer may invite a Respondent to enter into negotiations with a view to contract. Where the outcome is unsatisfactory the Buyer may discontinue negotiations with a Respondent and may then initiate negotiations with another Respondent.
- b. The Buyer may initiate concurrent negotiations with more than one Respondent. In concurrent negotiations the Buyer will treat each Respondent fairly, and:
 - i. prepare a negotiation plan for each negotiation
 - ii. advise each Respondent, that it wishes to negotiate with, that concurrent negotiations will be carried out
 - iii. hold separate negotiation meetings with each Respondent.
- c. Each Respondent agrees that any legally binding contract entered into between the Successful Respondent and the Buyer will be essentially in the form set out in Section 5, the Proposed Contract.



6.10 Respondent's debrief

- a. At any time after shortlisting Respondents the Buyer will offer all Respondents who have not been shortlisted a debrief. Each Respondent will have 30 Business Days, from the date of offer, to request a debrief. When a Respondent requests a debrief, the Buyer will provide the debrief within 30 Business Days of the date of the request, or of the date the Contract is signed, whichever is later.
- b. The debrief may be provided by letter, email, phone or at a meeting. The debrief will:
 - i. provide the reasons why the Proposal was or was not successful
 - ii. explain how the Proposal performed against the pre-conditions (if applicable) and the evaluation criteria
 - iii. indicate the Proposal's relative strengths and weaknesses
 - iv. explain, in general terms, the relative advantage/s of the successful Proposal
 - v. seek to address any concerns or questions from the Respondent
 - vi. seek feedback from the Respondent on the RFP and the RFP process.



6.11 Notification of outcome

- a. At any point after conclusion of negotiations, but no later than 30 Business Days after the date the Contract is signed, the Buyer will inform all unsuccessful Respondents of the name of the Successful Respondent, if any. The Buyer may make public the name of the Successful Respondent and any unsuccessful Respondent. Where applicable, the Buyer will publish a Contract Award Notice on GETS.



6.12 Issues and complaints

- a. A Respondent may, in good faith, raise with the Buyer any issue or complaint about the RFP, or the RFP process at any time.
- b. The Buyer will consider and respond promptly and impartially to the Respondent's issue or complaint.
- c. Both the Buyer and Respondent agree to act in good faith and use their best endeavours to resolve any issue or complaint that may arise in relation to the RFP.
- d. The fact that a Respondent has raised an issue or complaint is not to be used by the Buyer to unfairly prejudice the Respondent's ongoing participation in the RFP process or future contract opportunities.



Standard RFP conditions



6.13 Buyer's Point of Contact

- a. All enquiries regarding the RFP must be directed by email to the Buyer's Point of Contact. Respondents must not directly or indirectly approach any representative of the Buyer, or any other person, to solicit information concerning any aspect of the RFP.
- b. Only the Point of Contact, and any authorised person of the Buyer, are authorised to communicate with Respondents regarding any aspect of the RFP. The Buyer will not be bound by any statement made by any other person.
- c. The Buyer may change the Point of Contact at any time. The Buyer will notify Respondents of any such change. This notification may be posted on GETS or sent by email.
- d. Where a Respondent has an existing contract with the Buyer then business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Respondents must not use business as usual contacts to lobby the Buyer, solicit information or discuss aspects of the RFP.

6.14 Conflict of Interest

- a. Each Respondent must complete the Conflict of Interest declaration in the Response Form and must immediately inform the Buyer should a Conflict of Interest arise during the RFP process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the RFP.

6.15 Ethics

- a. Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Buyer in relation to the RFP.
- b. A Respondent who attempts to do anything prohibited by paragraphs 6.13.a. and d. and 6.15.a. may be disqualified from participating further in the RFP process.
- c. The Buyer reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the RFP process to ensure probity of the RFP process.

6.16 Anti-collusion and bid rigging

- a. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Proposals or other submissions or in any discussions or negotiations with the Buyer. Such behaviour will result in the Respondent being disqualified from participating further in the RFP process. In submitting a Proposal the Respondent warrants that its Proposal has not been prepared in collusion with a Competitor.
- b. The Buyer reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Respondents to the appropriate authority and to give that authority all relevant information including a Respondent's Proposal.

6.17 Confidential Information

- a. The Buyer and Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 6.17.c. and without limiting any confidentiality undertaking agreed between them, will not disclose Confidential Information to a third party without the other's prior written consent.
- b. The Buyer and Respondent may each disclose Confidential Information to any person who is directly involved in the RFP process on its behalf, such as officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors, but only for the purpose of participating in the RFP.
- c. Respondents acknowledge that the Buyer's obligations under paragraph 6.17.a. are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 1993, parliamentary and constitutional convention and any other obligations imposed by law. The Buyer will not be in breach of its obligations if Confidential Information is disclosed by the Buyer to the appropriate authority because of suspected collusive or anti-



competitive tendering behaviour. Where the Buyer receives an OIA request that relates to a Respondent's Confidential Information the Buyer will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.

6.18 Confidentiality of RFP information

- a. For the duration of the RFP, to the date of the announcement of the Successful Respondent, or the end of the RFP process, the Respondent agrees to keep the RFP strictly confidential and not make any public statement to any third party in relation to any aspect of the RFP, the RFP process or the award of any Contract without the Buyer's prior written consent.
- b. A Respondent may disclose RFP information to any person described in paragraph 6.17.b. but only for the purpose of participating in the RFP. The Respondent must take reasonable steps to ensure that such recipients do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to the RFP.

6.19 Costs of participating in the RFP process

- a. Each Respondent will meet its own costs associated with the preparation and presentation of its Proposal and any negotiations.

6.20 Ownership of documents

- a. The RFP and its contents remain the property of the Buyer. All Intellectual Property rights in the RFP remain the property of the Buyer or its licensors. The Buyer may request the immediate return or destruction of any or all RFP documents and any copies. Respondents must comply with any such request in a timely manner.
- b. All documents forming the Proposal will, when delivered to the Buyer, become the property of the Buyer. Proposals will not be returned to Respondents at the end of the RFP process.
- c. Ownership of Intellectual Property rights in the Proposal remain the property of the Respondent or its licensors. However, the Respondent grants to the Buyer a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Proposal for any purpose related to the RFP process.

6.21 No binding legal relations

- a. Neither the RFP, nor the RFP process, creates a process contract or any legal relationship between the Buyer and any Respondent, except in respect of:
 - i. the Respondent's declaration in its Proposal
 - ii. the Offer Validity Period
 - iii. the Respondent's statements, representations and/or warranties in its Proposal and in its correspondence and negotiations with the Buyer
 - iv. the Evaluation Approach to be used by the Buyer to assess Proposals as set out in Section 3 and in the RFP-Terms (as varied by Section 1, paragraph 1.6, if applicable)
 - v. the standard RFP conditions set out in paragraphs 6.13 to 6.26
 - vi. any other matters expressly described as binding obligations in Section 1, paragraph 1.6.
- b. Each exception in paragraph 6.21.a. is subject only to the Buyer's reserved rights in paragraph 6.23.
- c. Except for the legal obligations set out in paragraph 6.21.a. no legal relationship is formed between the Buyer and any Respondent unless and until a Contract is entered into between those parties.



6.22 Elimination

- a. The Buyer may exclude a Respondent from participating in the RFP if the Buyer has evidence of any of the following, and is considered by the Buyer to be material to the RFP:
 - i. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFP
 - ii. the Proposal contains a material error, omission or inaccuracy
 - iii. the Respondent is in bankruptcy, receivership or liquidation
 - iv. the Respondent has made a false declaration
 - v. there is a serious performance issue in a historic or current contract delivered by the Respondent
 - vi. the Respondent has been convicted of a serious crime or offence
 - vii. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent
 - viii. the Respondent has failed to pay taxes, duties or other levies
 - ix. the Respondent represents a threat to national security or the confidentiality of sensitive government information
 - x. the Respondent is a person or organisation designated as a terrorist by New Zealand Police.

6.23 Buyer's additional rights

- a. Despite any other provision in the RFP the Buyer may, on giving due notice to Respondents:
 - i. amend, suspend, cancel and/or re-issue the RFP, or any part of the RFP
 - ii. make any material change to the RFP (including any change to the timeline, Requirements or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change.
- b. Despite any other provision in the RFP the Buyer may:
 - i. accept a late Proposal if it is the Buyer's fault that it is received late
 - ii. in exceptional circumstances, accept a late Proposal where it considers that there is no material prejudice to other Respondents. The Buyer will not accept a late Proposal if it considers that there is risk of collusion on the part of a Respondent, or the Respondent may have knowledge of the content of any other Proposal
 - iii. in exceptional circumstances, answer a question submitted after the Deadline for Questions, if applicable
 - iv. accept or reject any Proposal, or part of a Proposal
 - v. accept or reject any non-compliant, non-conforming or alternative Proposal
 - vi. decide not to accept the lowest priced conforming Proposal unless this is stated as the Evaluation Approach
 - vii. decide not to enter into a Contract with any Respondent
 - viii. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
 - ix. provide or withhold from any Respondent information in relation to any question arising in relation to the RFP. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Respondent, is inappropriate to supply at the time of the request or cannot be released for legal reasons
 - x. amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent



- xi. waive irregularities or requirements in or during the RFP process where it considers it appropriate and reasonable to do so.
- c. The Buyer may request that a Respondent/s agrees to the Buyer:
 - i. selecting any individual element/s of the Requirements that is offered in a Proposal and capable of being delivered separately, unless the Proposal specifically states that the Proposal, or elements of the Proposal, are to be taken collectively
 - ii. selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.

6.24 New Zealand law

- a. The laws of New Zealand shall govern the RFP and each Respondent agrees to submit to the exclusive jurisdiction of the New Zealand courts in respect of any dispute concerning the RFP or the RFP process.

6.25 Disclaimer

- a. The Buyer will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in respect of the RFP process.
- b. Nothing contained or implied in the RFP, or RFP process, or any other communication by the Buyer to any Respondent shall be construed as legal, financial or other advice. The Buyer has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.
- c. To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer, its agents and advisors is \$1.

6.26 Precedence

- a. Any conflict or inconsistency in the RFP shall be resolved by giving precedence in the following descending order:
 - i. Section 1, paragraph 1.6
 - ii. Section 6 (RFP-Terms)
 - iii. all other Sections of this RFP document
 - iv. any additional information or document provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
- b. If there is any conflict or inconsistency between information or documents having the same level of precedence the later information or document will prevail.

Definitions

In relation to the RFP the following words and expressions have the meanings described below.

Advance Notice A notice published by the buyer on GETS in advance of publishing the RFP. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the RFP.

Business Day Any week day in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year's Day.

Buyer The Buyer is the government agency that has issued the RFP with the intent of purchasing the goods or services described in the Requirements. The term Buyer includes its officers, employees, contractors, consultants, agents and representatives.

Competitors	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the RFP or in general.
Confidential Information	<p>Information that:</p> <ol style="list-style-type: none"> is by its nature confidential is marked by either the Buyer or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', classified' and/or 'restricted' is provided by the Buyer, a Respondent, or a third party in confidence the Buyer or a Respondent knows, or ought to know, is confidential. <p>Confidential information does not cover information that is in the public domain through no fault of either the Buyer or a Respondent.</p>
Conflict of Interest	<p>A Conflict of Interest arises if a Respondent's personal or business interests or obligations do, could, or be perceived to, conflict with its obligations to the Buyer under the RFP or in the provision of the goods or services. It means that the Respondent's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:</p> <ol style="list-style-type: none"> actual: where the conflict currently exists potential: where the conflict is about to happen or could happen, or perceived: where other people may reasonably think that a person is compromised.
Contract	The written Contract/s entered into by the Buyer and Successful Respondent/s for the delivery of the Requirements.
Contract Award Notice	Government Rules of Sourcing, Rule 45 requires a Buyer to publish a Contract Award Notice on GETS when it has awarded a contract that is subject to the Rules.
Deadline for Proposals	The deadline that Proposals are to be delivered or submitted to the Buyer as stated in Section 1, paragraph 1.2.
Deadline for Questions	The deadline for suppliers to submit questions to the Buyer as stated in Section 1, paragraph 1.2, if applicable.
Evaluation Approach	The approach used by the Buyer to evaluate Proposals as described in Section 3 and in Section 6 (as varied by Section 1, paragraph 1.6, if applicable).
GETS	Government Electronic Tenders Service available at www.gets.govt.nz
GST	The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.
Intellectual Property	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
Offer Validity Period	The period of time when a Proposal (offer) is held open by the Respondent for acceptance by the Buyer as stated in Section 1, paragraph 1.6.
Point of Contact	The Buyer and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the RFP process. The Buyer's Point of Contact is identified in Section 1, paragraph 1.3. The Respondent's Point of Contact is identified in its Proposal.
Price	The total amount, including all costs, fees, expenses and charges, to be charged by the Successful Respondent for the full delivery of the Requirements. Each Respondent's Proposal must include its Price.

Proposal	The response a Respondent submits in reply to the RFP. It comprises the Response Form, the Respondent's bid, financial and pricing information and all other information submitted by a Respondent.
Proposed Contract	The Contract terms and conditions proposed by the Buyer for the delivery of the Requirements as described in Section 5.
RFP	Means the Request for Proposal.
Registration of Interest	A formal request by a Buyer asking potential suppliers to register their interest in a procurement. It is the first step in a multi-step tender process.
Request for Proposal (RFP)	The RFP comprises the Advance Notice (where used), the Registration of Interest (where used), this RFP document (including the RFP-Terms) and any other schedule, appendix or document attached to this RFP, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
RFP-Terms	Means the Request for Proposal - Process, Terms and Conditions as described in Section 6.
RFP Process, Terms and Conditions (shortened to RFP-Terms)	The government's standard process, terms and conditions that apply to RFPs as described in Section 6. These may be varied at the time of the release of the RFP by the Buyer in Section 1, paragraph 1.6. These may be varied subsequent to the release of the RFP by the Buyer on giving notice to Respondents.
Requirements	The goods and/or services described in Section 2 which the Buyer intends to purchase.
Respondent	A person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal.
Response Form	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFP, duly completed and submitted by a Respondent as part of the Proposal.
Successful Respondent	Following the evaluation of Proposals and successful negotiations, the Respondent/s who is awarded a Contract/s to deliver all or part of the Requirements.

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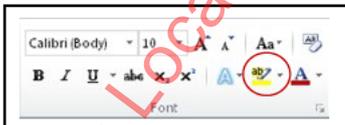
Template: RFP Response Form

Instructions for agencies when deploying this template (delete on deployment)

- This template is part of MBIE’s suite of Government Model RFX templates. Its use supports consistent procurement practice across the Public Sector and makes it easy for suppliers and providers to work with government. Government agencies are to use it as their standard RFP Response Form template. It will become an Approved Government Model Template (A-GMT) under Rule 59 of the Government Rules of Sourcing.
- It is important that agencies do not alter the structure (section headings and sequence). This is because a key objective is to provide consistency for suppliers. Consistency makes it easier for them to navigate government documents and respond to opportunities. Agencies should however write the content to align with their procurement practice.
- In launching the Response Form within your agency it is recommended that you include instructions to your internal users.
- It is also recommended that you include instructions to Respondents on how to use the form. It’s a good idea to include a Respondent check list. Below is an example of the type of information that Respondents will need to know.

Suggested instructions for Respondents (amend this to suit)

- Please use this Response Form in responding to our RFP. It is important that you do not change the structure (section headings and sequence). Changing this structure will make it harder for the evaluators to find relevant information quickly.
- Before starting to complete this form please make sure that you have read the Request for Proposals (RFP) in full and understand our Requirements (RFP Section 2), our Evaluation Approach (RFP Section 3) and the RFP Process, Terms and Conditions (shortened to RFP-Terms described in Section 6). If anything is unclear or you have any questions please get in touch with our Point of Contact (RFP Section 1 paragraph 1.3) before the Deadline for Questions (RFP Section 1, paragraph 1.2).
- We have included supplier tip boxes to help you understand what is required. The areas highlighted in yellow indicate where you are to write your response.
- Remember to delete the supplier tip boxes and remove the highlight from your answers before sending us your response – they are for your use only!



To remove highlight from text: select the text you want to remove the highlight from. In the 'Home' tab in the 'Font' group select the arrow at the right of the 'Text highlight colour' and select 'no colour'.

- For more general information on how to respond to tenders refer to the suppliers’ resource centre at: www.procurement.govt.nz/suppliers/.

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Check list for Respondents

Instruction to agency user: customise this check list to suit your procurement process. The check list should be designed to make it easy for Respondents to complete this step in process.

Task	✓
1. Complete all sections of the Response Form.	
2. Delete all 'supplier tip' boxes from the Response Form. 3. Remove all yellow highlight from the Response Form.	
4. Make sure that you have complied with the following instructions: <ul style="list-style-type: none">• 'two envelope system': provide all financial information relating to price, expenses and costs in a separate [electronic folder].• mailbox size: ensure that your email attachment/s is no greater than [50MB].• the Response Form is no longer than [N/A] pages.• the font used is [N/A] font size [N/A].	
5. Arrange for the declaration to be signed.	
6. Prepare your Proposal for electronic submission. 7. Where both hard and soft copies have been requested double check that the hard copies and soft copy are identical.	
8. Arrange for the Proposal to be submitted electronically before the Deadline for Proposals.	

[insert your organisation name and logo or branding]

Response Form

In response to Request for Proposals

by: Carterton and South Wairarapa District Council

for: Design and Build for Enclosed Shelter for Impoundment of Dogs

ref: Contract 01/2021

Date of this Proposal: [insert date of this document]



Supplier tips

Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means 'a person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal'. Definitions are at the end RFP Section 6.

1. About the Respondent



Supplier tips

- The section gives the Buyer basic information about your organisation and identifies your Point of Contact for the duration of the RFP process.
- If an item is not applicable e.g. you do not have a registered office complete the box by stating 'not applicable'.
- If you are submitting a joint or consortium Proposal complete an 'Our profile' table for each Respondent. Cut and paste the table as appropriate. Provide only one Point of Contact for your joint/consortium Proposal.

Our profile

Choose one of these statements to complete, and delete the others

This is a Proposal by [insert the name of your organisation] (the Respondent) alone to supply the Requirements.

OR This is a [joint/consortium] Proposal, by [insert the name of your organisation] and [insert the name of the other organisation/s] (together the Respondents) to supply the Requirements.

Item	Detail
Trading name:	[insert the name that you do business under]
Full legal name (if different):	[if applicable]
Physical address:	[if more than one office – put the address of your head office]
Postal address:	[e.g. P.O Box address]
Registered office:	[if you have a registered office insert the address here]
Business website:	[url address]
Type of entity (legal status):	[sole trader / partnership / limited liability company / other please specify]
Registration number:	[if your organisation has a registration number insert it here e.g. company registration number]
Country of residence:	[insert country where you (if you are a sole trader) or your organisation is resident for tax purposes]
GST registration number:	[NZ GST number / if overseas please state]

Our Point of Contact

Item	Detail
Contact person:	[name of the person responsible for communicating with the Buyer]
Position:	[job title or position]
Phone number:	[landline]
Mobile number:	[mobile]

Email address:

[work email]

2. Response to the Requirements



Supplier tips

- In this section you are asked to provide your response to our Requirements (RFP Section 2) by demonstrating your organisation's ability to meet our criteria (RFP Section 3: Our Evaluation Approach). Carefully read RFP Sections 2 and 3 before completing this part.
- If there is anything that you do not understand ask our Point of Contact to clarify.
- If any information you provide is commercially sensitive to your business you must let the Buyer know. Please mark the information 'commercially sensitive' or 'Confidential Information'. It is not acceptable to render this whole document confidential unless this is truly the case. The Buyer has a duty to protect Confidential Information, subject to the exceptions in the RFP-Terms (Section 6).
- If some of an answer is in another document e.g. a marketing brochure, copy and paste the relevant extract into this Proposal. Do not submit the whole brochure. Please do not include any advertising brochures or similar material in your Proposal.
- You may include information not specifically requested by us in your Proposal. But only if it adds value and is relevant to the Requirements.

Pre-conditions **AGENCY TO DELETE IF NOT APPLICABLE**



Supplier tips

- You must be able to answer 'yes' to each of these pre-conditions. Make sure you are able to verify that this is the case, if asked.
- 'Yes' means that you can currently meet the pre-condition. It does not mean that you are planning to, or intend to at some time in the future.
- If you cannot answer 'yes' to all, your Proposal will not meet the basic Requirements and will be declined.

1	<p>Track Record – Have you completed the last three projects to the time frame requested by the client, to the budget agreed with the client, and the contracted standard of workmanship ?.</p> <p>Provide the last 3 projects. Clients and engineers may both be contacted to verify the information provided.</p> <p>Any feedback from clients and or engineers referees that indicates dissatisfaction with performance and outcomes or unwillingness to engage them again may result in a fail against this attribute.</p>	[Yes/No]
---	---	----------

Complete the tables below - repeat for each project

Project 1

Contract Name		Client	
When completed		Value	
Brief Description of work			
Engineer to the contract		Phone no	

Project 2

Contract Name		Client	
When completed		Value	
Brief Description of work			
Engineer to the Contract		Phone no	

Project 3

Contract Name		Client	
When completed		Value	
Brief Description of work			
Engineer to the Contract		Phone no	

2	<p>Relevant Skills – Do you have registered Builders to supervise your work on-site all day and every day when work is being undertaken?</p> <p>Please provide the name and registration details of the supervisor/s that will be onsite certifying you're working.</p> <p>For the Supervisor/s you have nominated please supply two referee contact details. We reserve the right to contact other referees. Any feedback from referees that indicates dissatisfaction with their performance (in particular but not limited to</p>	[Yes/No]
---	---	----------

	workmanship and quality) or unwillingness to engage them again may result in a fail against this attribute.	
--	---	--

Insert name, registration, and referee's details here:

Name of the Supervisor/s	Registration Details	Referee, company & position, and phone number

3	<p>Relevant Experience – Do you use a designer with experience in this type of work?. Please provide qualifications for the design and preparation of construction plans and specifications. Length of time the designer has been engaged in the industry undertaking this work.</p> <p>Please provide 3 examples of work that are comparable to this project.</p> <p>For the Designer you have nominated please supply referee contact details. We reserved the right to contact other referees. Any feedback from referees that indicates dissatisfaction with their performance (in particular but not limited to workmanship and quality) or unwillingness to engage them again may result in a fail against this attribute.</p>	[Yes/No]
---	---	----------

Complete the tables below - repeat for each project

Project 1

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Contract Name		Designer	
When completed		Value	
Brief Description of work and photo			
Client		Phone no	

Project 2

Contract Name		Designer	
When completed		Value	
Brief Description of work and photo			
Client		Phone no	

Project 3

Contract Name		Designer	
When completed		Value	
Brief Description of work and photo			
Client		Phone no	

4	<p>Design Experience - Has your company had previous experience with producing Design's that enhance the functionality of a facility meeting both the specified operational standards and also any requirements set out in an AS/NZS standard or NZ Act or other) that was specified by a client.</p> <p>Provide 3 projects in the last 5 years. Clients may be contacted to verify the information provided. Any feedback from client referees that indicates dissatisfaction with the design enhancing functionality and ability to meet a client-specified standard/Act/other or unwillingness to engage them again may result in a fail against this attribute.</p>	[Yes/No]
---	--	----------

Complete the tables below - repeat for each project

Project 1

Contract Name		operational standards and	
---------------	--	---------------------------	--

		requirements applied	
When completed		Value	
Brief Description of work and photo			
Client		Phone no	

Project 2

Contract Name		operational standards and requirements	
When completed		Value	
Brief Description of work and photo			
Client		Phone no	

Project 3

Contract Name		operational standards and requirements	
When completed		Value	

Brief Description of work and photo			
Client		Phone no	

5	<p>Health and Safety – Do the staff you will be using on this contract have at least one industry-recognized safety training listed below:</p> <ol style="list-style-type: none"> 1. Site Safe passport 2. Construct Safe 3. Other (The supplier must demonstrate how this training to staff provides opportunities to engage in continuous improvement of Hazards, risks, and safety practices) 	[Yes/No]
---	---	----------

Name	Type	ID Number

Overview of our solution

Please provide an overview of your solution. For example, describe the technical aspects of the product and/or elements of the service offering.

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Assumptions

Please state any assumptions you have made in relation to the Requirements. Where you have made assumptions in relation to the costs and pricing information please state these in the next section.

3. Price



Supplier tips

- In the RFP Section 4 we have outlined the pricing information that we are seeking. This should inform you how to present your proposed price. Where we have provided a template you must use this for your pricing information.
- In preparing your pricing information you must consider all risks, contingencies and other circumstances relating to the delivery of our Requirements and include adequate provision for them. You must also document any assumptions that you have made in costing the full delivery of the Requirements.
- If asked for a 'whole-of-life' cost this is the total cost to the Buyer over the whole of the life of the Contract. [See Guide to Total Cost of Ownership and TCO calculator on our website.](#)
- If we have asked for a two envelope response you must put all financial and pricing information in a separate sealed envelope or separate soft copy document.

Pricing schedule

Please submit your financial information and pricing using the pricing schedule supplied (this is a separate document supplied in the RFT and can be downloaded from tender link e.g. Excel spreadsheet).

Assumptions

Please state any assumptions you have made in relation to the cost and pricing information.

4. Proposed Contract



Supplier tips

- In the RFP Section 5 we have detailed the terms and conditions of our Proposed Contract. We need to know whether or not you are prepared to do business based on the Proposed Contract.
- If you have any points that you wish to make about the Proposed Contract this is where you tell us. Note below any suggestions or changes you wish to propose.
- It is important that, if asked, you are able to explain why your changes are important to you.
- In deciding which Respondent/s to shortlist the Buyer will take into account each Respondent's willingness to meet the Proposed Contract terms and conditions.

Choose one and delete the other:

Having read and understood the Proposed Contract, in the RFP Section 5, I confirm that these terms and conditions are acceptable. If successful, I agree to sign a Contract based on the Proposed

Contract, or such amended terms and conditions of Contract as are agreed with the Buyer following negotiations. OR

Having read and understood the Proposed Contract, in the RFP Section 5, I have the following suggestions to make. If successful, I agree to sign a Contract based on the Proposed Contract subject to negotiating the following clauses:

Clause	Concern	Proposed solution
[insert number]	[briefly describe your concern about this clause]	[describe your suggested alternative wording for the clause or your solution]
[insert number]	[briefly describe your concern about this clause]	[describe your suggested alternative wording for the clause or your solution]

5. Referees



Supplier tips

- Here you are asked to provide the names and contact details of your referees. These must be work related referees i.e. not a friend or family member.
- The best referees are those for whom you have recently delivered similar goods or services.
- Before including their details check with them to make sure that they consent to acting as referee on behalf of your organisation.

Please supply the details of two referees for your organisation. Include a brief description of the goods or services that your organisation provided and when.

Please note: in providing these referees you authorise us to collect any information about your organisation, except commercially sensitive pricing information, from the referees, and use such information in the evaluation of your Proposal. You also agree that all information provided by the referee to us will be confidential to us.

First referee	
Name of referee:	[insert name of the referee]
Name of organisation:	[insert name of their organisation]
Goods/services provided:	[brief description of the goods/services you provided to this referee]
Date of provision:	[insert the date when you provided the goods/services]
Address:	[insert street address]
Telephone:	[insert mobile or landline]
Email:	[insert email address]

Second referee	
Name of referee:	[insert name of the referee]

Name of organisation:	[insert name of their organisation]
Goods/services provided:	[brief description of the goods/services you provided to this referee]
Date of provision:	[insert the date when you provided the goods/services]
Address:	[insert street address]
Telephone:	[insert mobile or landline]
Email:	[insert email address]

Please contact me before you approach a referee for a reference	Yes/Not required
---	------------------

6. Our declaration



Supplier tips

- Here you are asked to answer questions and make a formal declaration.
- Remember to select 'agree' or 'disagree' at the end of each row. If you don't you will be deemed to have agreed.
- Remember to get the declaration signed by someone who is authorised to sign and able to verify each of the elements of the declaration e.g. chief executive or a senior manager.
- If you are submitting a joint or consortium Proposal each Respondent (supplier involved in the joint or consortium Proposal) must complete a separate declaration.

Respondent's declaration

Topic	Declaration	Respondent's declaration
RFP Process, Terms and Conditions:	I/we have read and fully understand this RFP, including the RFP Process, Terms and Conditions (shortened to RFP-Terms detailed in Section 6, as amended by Section 1, paragraph 1.6. if applicable). I/we confirm that the Respondent/s agree to be bound by them.	[agree / disagree]
Collection of further information:	The Respondent/s authorises the Buyer to: <ol style="list-style-type: none"> collect any information about the Respondent, except commercially sensitive pricing information, from any relevant third party, including a referee, or previous or existing client use such information in the evaluation of this Proposal. 	[agree / disagree]

	The Respondent/s agrees that all such information will be confidential to the Buyer.	
Requirements:	I/we have read and fully understand the nature and extent of the Buyer's Requirements as described in Section 2. I/we confirm that the Respondent/s has the necessary capacity and capability to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period.	[agree / disagree]
Ethics:	In submitting this Proposal the Respondent/s warrants that it: <ul style="list-style-type: none"> a. has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor b. has not directly or indirectly approached any representative of the Buyer (other than the Point of Contact) to lobby or solicit information in relation to the RFP c. has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Buyer. 	[agree / disagree]
Offer Validity Period:	I/we confirm that this Proposal, including the price, remains open for acceptance for the Offer Validity Period stated in Section 1, paragraph 1.6.	[agree / disagree]
Conflict of Interest declaration:	The Respondent warrants that it has no actual, potential or perceived Conflict of Interest in submitting this Proposal, or entering into a Contract to deliver the Requirements. Where a Conflict of Interest arises during the RFP process the Respondent/s will report it immediately to the Buyer's Point of Contact.	[agree / disagree]

Details of conflict of interest: [if you think you may have a conflict of interest briefly describe the conflict and how you propose to manage it or write 'not applicable'].

DECLARATION

I/we declare that in submitting the Proposal and this declaration:

- a. the information provided is true, accurate and complete and not misleading in any material respect
- b. the Proposal does not contain intellectual property that will breach a third party's rights
- c. I/we have secured all appropriate authorisations to submit this Proposal, to make the statements and to provide the information in the Proposal and I/we am/are not aware of any impediments to enter into a Contract to deliver the Requirements.

I/we understand that the falsification of information, supplying misleading information or the suppression of material information in this declaration and the Proposal may result in the Proposal being eliminated from further participation in the RFP process and may be grounds for termination of any Contract awarded as a result of the RFP.

By signing this declaration the signatory below represents, warrants and agrees that he/she has been authorised by the Respondent/s to make this declaration on its/their behalf.

Signature:

Full name:

Title / position:

Name of
organisation:

Date:

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SCHEDULE

CDC & SWDC Design and Build an Enclosed Shelter for Holding Impounded dogs - Contract 01/2021

Item	Description of Work	Unit	Quantity	Rate(\$)	Amount(\$)
1.0	Main Building				
1.1	Supply and construction of Building works as detailed in the scope, including geotechnical assessment for foundations, building consent and stormwater provisions, all H&S, environmental and site management, insurances	LS	1		
1.2	Water storage tank - Supply and install 30,000L rainwater tank, on manufacturers recommended foundation, including supply and install UV filter and water pump	LS	1		
1.3	Internal Drainage - supply and install 12m Eco drain, 2 ea. internal sumps with silt traps and 1 ea. external sewer sump and sewer pump.	LS	1		
1.4	Solar - Panels fitted to roof includes batteries. System to installed online with main power supply and designed to meet requirements of the building (including up to 20 kennels)	PS	1		
1.5	As-builts as per council requirements	LS	1		
2.0	Utilities				
2.1	Water Pipe from water storage tank to Boundary - excavate, lay, supply bedding, backfill and reinstate surfaces, including compaction testing and installation of detector tape (connection to mains by CDC)	m			
2.2	Sewer (pumped) Pipe to boundary - excavate, lay, supply bedding, backfill and reinstate surfaces, including compaction testing and installation of detector tape (connection to mains by CDC)	m			
2.3	Power to boundary - supply excavate, lay, ducting and power cable, supply bedding, backfill and reinstate surfaces, including compaction testing and installation of detector tape, includes utilities communication and liaison	m			
3.0	Access and Carpark				
3.1	Construction of 3m gravel access driveway allowing for topsoil stripping, excavation and backfilling and compaction.	m2			
3.2	Construction of unsealed gravel area around building including min of 4 carparking area, allowing for topsoil stripping, excavation and backfilling and compaction as per plans	m2			
3.3	Construction of topsoiled earth bund using all excess site excavated material, including grassing, batter slopes no steeper than 4H to 1V.	m3			
	Sub Total				0.00
	Contingency % of contract price.	PS	15%		0.00

Total (excluding gst)

0.00

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Design and Build an Enclosed Shelter for Holding Impounded Dogs

Contract No. 01/2021



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Contract Summary

Contract: **Design and Build an Enclosed Shelter for Holding Impounded Dogs.**

Contractor:

Principal: Carterton District Council
PO Box 9
CARTERTON 5743

Contract Details:

Contract File: 01/2021

Contract Amount: (excl GST)

Date of Contract Acceptance:

Date for Possession of the Site:

Due Date for Completion: 30 September 2021

Date Signed:

Bond Amount:

Date Bond Rec'd:

Liquidated Damages: SC10.5.1 \$100 / (\$ per working Day)

Contract Works Insurance:

Expiry Date:

Contract Price		a
8.3.3 d (ii) 5%		b
8.3.3 a(i)		c
Total (b + c)		

Public Liability Insurance: 2,000,000

Expiry Date:

Construction Machinery Insurance: 1,000,000

Expiry Date:

Motor Vehicle Insurance: 50,000

Expiry Date:

Engineer to Contact: Matt Chapman

Requirements of Contract

Contract Objective

The Carterton District Council(CDC) and South Wairarapa District Council(SWDC) need to replace their existing dog pounds located at Featherston and Carterton with a new enclosed shelter which will serve the needs of both Councils.

The Councils are inviting tenders from suitably experienced building contractors to 'Design and Build' an enclosed shelter with floor area of 300 sqm and 4.4sqm for a porch. The building includes internal partitions, internal reticulation of services to be connected to community networks. Provision for vehicle access, car parking and an earth bund to add to the aesthetics and assist noise abatement is included.

It could for example be a Kit Set type building or an existing building package. The building needs to conform with the area of the building but modest variation in the dimensions is possible.

It will be fitted out subsequently to provide individual kennel facilities which comply with the Animal Welfare Act 1999, Health And Safety at Work (HSW) Act 2015.

Innovation is encouraged. Alternative tenders are permitted and a conforming tender will need to be submitted.

Location of Works

The proposed works are to be located at Dalefield Road, Carterton adjoining the Carterton District Council's extensive treatment facilities.

Marked up aerial photograph showing general arrangement are appended to this document showing location and extent of the proposed building works.

Extent of Contract

The Contract Works include, but are not limited to:

- Design (preparation of specification) and build 300 sqm building.
- Reticulate internal services (Water, Electricity, Sewer, waste water)
- Reticulate external services (Water, Electricity, Sewer, waste water) and connect to community supplies.
- wastewater pump
- water tank and pump
- Sumps both internal and external
- Install access roading and car park at building from existing access.
- Install an earth bund to mitigate noise and add to aesthetics.
- CCTV
- Solar
- Obtain all necessary building consents to comply with all regulatory requirements.
- Resource consent done by Council.

Contract Requirements and Constraints

All works shall be carried out in accordance with the requirements of the contract specification. Carterton District Council uses NZS 4404:2010 Land Development and Subdivision Engineering as a guide for the construction of infrastructural assets and Contractors should be aware of the standards specified in this document.

All of the contract works shall be planned and executed to ensure that the works are completed on time and within cost.

All works relating to this contract are to be completed by 30th September 2021.

RFT Request

Attached

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RFT Response

Attached

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Contract Agreement

CONTRACT FOR

Design and Build an Enclosed Shelter for holding impounded dogs.

CONTRACT NUMBER **01/2021** *(Contract name)*
(Number)
THIS AGREEMENT is made on Click to enter a date
BETWEEN Click to enter text *(the Contractor)*
AND Click to enter text *(the Principal)*

IT IS AGREED as follows:

1. The Contractor shall carry out the obligations imposed on the Contractor by the Contract.
2. The Principal shall pay the Contractor the sum of \$**(excluding GST)** or such greater or lesser sum as shall become payable under the Contract together with goods and services tax at the times and in the manner provided in the Contract.
3. Each party agrees to the terms and conditions as set out in the Contract.
4. The Contract comprises the following documents:
 - (a) This Contract Agreement;
 - (b) The notification of acceptance of tender or award of Contract;
 - (c) The following post-tender documents *(Identify any agreed post-tender documents to be included, for example correspondence or minutes or pre-award meetings dealing with tender tags, and so on)*:
Click to enter text
 - (d) The Contractor's tender;
 - (e) Notices to tenderers *(Give details with dates)*:
Click to enter text
 - (f) Schedule 1: Special Conditions of Contract – Specific Conditions of Contract;
 - (g) Schedule 2: Special Conditions of Contract – Other Conditions of Contract;
 - (h) The General Conditions of Contract NZS 3910:2013 (including other Schedules);
 - (i) Specifications issued prior to the Date of Acceptance of Tender;
 - (j) Drawings issued prior to the Date of Acceptance of Tender;
 - (k) The Schedule of Prices; *(Select if NOT applicable)*
 - (l) The Schedule to the Conditions of Tendering;
 - (m) The Conditions of Tendering; and
 - (n) The following additional documents *(Identify any additional documents to be included)*:
Click to enter text
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.

SIGNED BY Click to enter text or paste signature Authorised Signatory of Contractor

SIGNED BY **Dave Gittings** Authorised Signatory of Principal

General Conditions of Contract

The General Conditions of Contract shall be NZS 3910:2013, 'Conditions of Contract for Building and Civil Engineering Construction', as amended in Schedule 1 Special Conditions of Contract.

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

Contract for:	Design and Build an Enclosed Shelter for holding impounded dogs.
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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>
1.	INTERPRETATION	
1.2	Definitions	
	The Principal is:	Carterton District Council
	of:	Holloway Street, Carterton
1.2, 10.2	Separable Portions	
	• Are there any Separable Portions in this Contract?	No
	• If yes, the Separable Portions are as follows and as further defined in the Contract:	Click to enter reference
2.	THE CONTRACT	
2.1	Type of contract	
2.1.1	This Contract is a:	<i>(select one to apply (a), (b), or (c))</i>
	(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"/>
2.4	Cost reimbursement contract	
2.4.1	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 (%)
2.4.4	Indicative estimates of the Contract Price:	
	Are indicative estimates required?	No
2.5	Local authority contracts, contracts in public places, and road contracts	
2.5.1	Is this Contract a local authority contract to which 2.5.2 applies?	Yes
2.5.3	Is this Contract a contract in a public place to which B1 and B2 of Appendix B apply?	No
2.5.4	Is this Contract a road contract to which Appendix B applies?	No
	If yes, the allowance under B3 shall be:	Click to enter number (number of Working Day)

Clause in General Conditions	Title and subject matter	Specific condition data <i>(Expand cells if required or add a reference to further detail provided in Schedule 2.)</i>
2.6	Evidence of Contract	
2.6.2	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 checked="" type="checkbox"/>
	(b) In accordance with the following other requirements:	<input type="checkbox"/> Click to enter requirements
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
2.8	Documents prepared by the Contractor	
2.8.2	Copies of documents referred to in 2.8.2 shall be supplied without charge to the Engineer:	
	• Number of hard copy sets:	2
	• In the following electronic form:	PDF
3.	BONDS	
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:	(\$) 35,000.00
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:	(\$) Click to enter amount
	• The surety for the Principal's Bond shall be:	Click to enter text
5.	GENERAL OBLIGATIONS	
5.4	Possession of the Site	
5.4.1	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 Tender:	<input checked="" type="checkbox"/> N/A
	(b) On the following date:	<input type="checkbox"/> Date of Acceptance of Tender
5.4.3	Limits on the Contractor's right of entry to adjoining properties are:	N/A
5.5	Separate Contractors	
5.5.1	Separate Contractors who may be carrying out work on the Site concurrently with the Contract Works are:	CDC Waste water treatment plant Operators, mowing operations
5.5.2	Are facilities for Separate Contractors required?	No
	If yes, details of facilities required are:	Click to enter text
5.6	Care of the works and Site	
5.6.6(g)	Further risks specifically excepted are:	Nil
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:	As specified
5.10.5	The Comprehensive Programme shall use the following software:	MS Project or equivalent
5.10.6	Updates of the Comprehensive Programme shall be provided at the following intervals:	Every 2 weeks or as required

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>
5.11	Compliance with laws	
5.11.3	Exceptions to the Principal's obligations to obtain licences under 5.11.3 are:	Click to enter text
5.11.4	Exceptions to the Contractor's obligation to give notices and obtain other licences under 5.11.4 are:	Click to enter text
5.17	Safety plan	
	Is a Site-specific safety plan 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?	No
5.20	As-built drawings and operation and maintenance manuals	
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
6.	THE ENGINEER	
6.1	Appointment of Engineer	
6.1.2	The Engineer is:	Matt Chapman
	whose professional qualification is:	BE(Civil), NZCE(Civil)
8.	INSURANCES	
8.1	General	
8.1.1	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	Select Contractor if insurance is required

Clause in General Conditions	Title and subject matter	Specific condition data <i>(Expand cells if required or add a reference to further detail provided in Schedule 2.)</i>
8.1.6	The following forces of nature shall be specifically insured under 8.3 or 8.8 as applicable: (a) Landslip: (b) Earthquake: (c) Tsunami: (d) Tornado: (e) Cyclone: (f) Storm: (g) Flood: (h) Lightning strike: (i) Volcanic activity: (j) Hydrothermal activity: (k) Geothermal activity:	
8.3, 8.8	Construction insurance <i>(These items are required to be completed whether the Contractor or the Principal is the insuring party (see 8.1 above))</i>	
8.3.2, 8.8	The following shall have their respective interests noted in the construction insurance policy:	Click to enter text
8.3.3, 8.8	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) The amount in the right hand column: (ii) The percentage in the right hand column of the Contract Price adjusted as above: (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: (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 (ii) The percentage of the Contract Price adjusted as above, stated in the right hand column: (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:	

Clause in General Conditions	Title and subject matter	Specific condition data <i>(Expand cells if required or add a reference to further detail provided in Schedule 2.)</i>
	(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 checked="" type="checkbox"/> (\$) Nil
	(ii) The percentage of the Contract Price adjusted as above, stated in the right hand column:	<input type="checkbox"/> 5 (%)
8.4	Contractor arranged Plant insurance	
	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"/>
	(b) The Contractor shall insure each item of Plant on the Site having a current market value of more than:	<input checked="" type="checkbox"/> (\$) 50,000.00
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"/> (\$) 2,000,000.00
	Such public liability insurance may include sub-limits:	
	• For liability arising out of vibration, weakening or removal of support, of not less than:	(\$) Click to enter amount
	• For liability under the Forest and Rural Fires Act 1977, of not less than:	(\$) Click to enter amount
8.5.2	Where required (see 8.1 above), motor vehicle third party liability insurance shall be effected for an amount not less than:	(\$) 1,000,000.00
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:	
	• For any one claim:	(\$) Click to enter amount
	• And for an amount in the aggregate of:	(\$) Click to enter amount
8.6.2	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>	Click to enter text
8.8	Principal arranged construction insurance <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:	Click to enter text
	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:	Click to enter text
8.8.1	Where the Principal is required to effect construction insurance (see 8.1 above):	
	The lead insurer is:	Click to enter text
	Address of lead insurer:	Click to enter text

Clause in General Conditions	Title and subject matter	Specific condition data <i>(Expand cells if required or add a reference to further detail provided in Schedule 2.)</i>
	The Nominal Deductibles are:	
	• For damage arising out of the Contract Works:	Click to enter text
	• For other claims:	Click to enter text
	• For natural perils:	Click to enter text
8.8.2(a)	The existing structures are:	Click to enter text
	• The replacement value to be insured is:	(\$) Click to enter amount
	• The lead insurer is:	Click to enter text
	• Address of lead insurer:	Click to enter text
	The Nominal Deductibles are:	
	• For damage arising out of the Contract Works:	Click to enter text
	• For other claims:	Click to enter text
	• For natural perils:	Click to enter text
8.8.2(b)	Other structures in the vicinity are:	Click to enter text
	• The replacement value to be insured is:	(\$) Click to enter amount
	• The lead insurer is:	Click to enter text
	• Address of lead insurer:	Click to enter text
	The Nominal Deductibles are:	
	• For damage arising out of the Contract Works:	Click to enter text
	• For other claims:	Click to enter text
	• For natural perils:	Click to enter text
8.8.2(c)	Contents insurance:	
	• The replacement value to be insured is:	(\$) Click to enter amount
	• The lead insurer is:	Click to enter text
	• Address of lead insurer:	Click to enter text
	The Nominal Deductibles are:	
	• For damage arising out of the Contract Works:	Click to enter text
	• For other claims:	Click to enter text
	• For natural perils:	Click to enter text
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:	(\$) Click to enter amount
	The lead insurer is:	Click to enter text
	Address of lead insurer:	Click to enter text
	The Nominal Deductible is:	Click to enter text
	In accordance with 8.7.2:	
	• the policy wording title is:	Click to enter text
	• extraordinary exclusions, conditions, warranties, or endorsements to the policy are:	Click to enter text

Clause in General Conditions	Title and subject matter	Specific condition data <i>(Expand cells if required or add a reference to further detail provided in Schedule 2.)</i>
8.9.2	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:	(\$) <i>Click to enter amount</i>
	• Liability under the Forest and Rural Fires Act 1977:	(\$) <i>Click to enter amount</i>
9	VARIATIONS	
9.3	Valuation of Variations	
9.3.9	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:	<input type="checkbox"/> <i>(select one to apply, (i), (ii), (iii), or (iv))</i>
	(i) Agreed percentage:	<input type="checkbox"/> <i>Click to enter % (%)</i>
	(ii) As nominated in the Schedule of Prices;	<input type="checkbox"/>
	(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:	<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:	<input type="checkbox"/> <i>(select one to apply, (i), (ii), (iii), or (iv))</i>
	(i) Agreed percentage:	<input type="checkbox"/> <i>Click to enter % (%)</i>
	(ii) As nominated in the Schedule of Prices;	<input 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:	<i>(select one to apply, (a), (b), (c), or (d))</i>
	(a) Agreed rate per Working Day:	<input type="checkbox"/> (\$) <i>Click to enter amount</i>
	(b) As nominated in the Schedule of Prices;	<input type="checkbox"/>
	(c) As nominated in the Contractor's tender;	<input type="checkbox"/>
	(d) Reasonable compensation.	<input checked="" type="checkbox"/>

Clause in General Conditions	Title and subject matter	Specific condition data <i>(Expand cells if required or add a reference to further detail provided in Schedule 2.)</i>
9.3.15	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"/> Click to enter % (%)
	(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 checked="" type="checkbox"/>
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:	16 Weeks
	(b) For any Separable Portions:	Click to enter number of Working Days (Working Days) Click to enter details
10.4	Practical Completion Certificate	
10.4.5	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"/> Yes
	(b) Producer Statements as set out in the following parts of the Contract are required:	<input checked="" type="checkbox"/> <ul style="list-style-type: none"> • PS 1 – Design • PS 3 – Construction • PS 4 – Construction review.
	(c) Producer Statements are not required.	<input type="checkbox"/>
10.5	Damages for late completion	
10.5.1	Liquidated damages shall be applied as follows:	
	• In respect of the Contract Works:	\$250.00 <i>(\$ per Working Day)</i>
	• In respect of any Separable Portion(s):	Click to enter amount (\$ per Working Day for each Separable Portion) Click to enter details
10.6	Bonus for early completion	
10.6.1	Is a bonus to be payable?	No
	• If yes, the bonus for the Contract Works is:	Click to enter amount (\$ per Working Day)
	• If yes, bonuses for any Separable Portions are:	Click to enter amount (\$ per Working Day)
11.	DEFECTS LIABILITY	
11.1	Defects Notification Period	
	The Defects Notification Period shall be: (3 Months unless otherwise stated)	
	• For the Contract Works:	12 Months
	• For any Separable Portions:	Click to enter text

Clause in General Conditions	Title and subject matter	Specific condition data <i>(Expand cells if required or add a reference to further detail provided in Schedule 2.)</i>
11.3	Final Completion Certificate	
11.3.2	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"/> Yes
	(b) Producer Statements as set out in the following parts of the Contract are required:	<input type="checkbox"/> Click to add reference
	(c) Producer Statements are not required.	<input type="checkbox"/>
11.5	Warranties	
11.5.1		<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"/> Roofing <input checked="" type="checkbox"/> Cladding <input type="checkbox"/> Water Tank
11.6	Guarantees	
11.6.1,		<i>(select one to apply, (a) or (b))</i>
11.6.2	(a) No guarantees are required;	<input type="checkbox"/>
	(b) The Contractor shall provide guarantees in the following form:	<input checked="" type="checkbox"/> That the building materials and componentry will be repaired or replaced to rectify any deficiencies.
12.	PAYMENTS	
12.1	Contractor's payment claims	
12.1.3(b)	Advances for Materials delivered to the Site	<i>(select one to apply, (a) or (b))</i>
(iii)	(a) Advances for Materials delivered to the Site but which have yet to be incorporated in the Contract Works shall not be made;	<input 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 checked="" type="checkbox"/> Upon presentation of Invoice up to 70% of cost.
12.1.3(b)	Advances for Temporary Works or Plant	<i>(select one to apply, (a) or (b))</i>
(iv)	(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"/> Click to state any conditions

Clause in General Conditions	Title and subject matter	Specific condition data <i>(Expand cells if required or add a reference to further detail provided in Schedule 2.)</i>
12.1.3(b) (iv)	Advances for Materials not yet on Site (a) Advances for Materials not on Site shall not be made; (b) Advances for Materials not yet on Site shall be made, subject to the following conditions:	<i>(select one to apply, (a) or (b))</i> <input checked="" type="checkbox"/> <input type="checkbox"/>
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:	<i>(select one to apply, (a) or (b))</i>
	(a) For the Contract Works, a total retention of: <ul style="list-style-type: none"> • 10% on the first \$200,000, and • 5% on the next \$800,000, and • 1.75% on amounts in excess of \$1,000,000, and • With a maximum total retention when aggregated of \$200,000, and • With a defects liability retention of half the total retention. 	<input checked="" type="checkbox"/>
	(b) The retention scale in the right hand column:	<input type="checkbox"/> Click to enter scale
12.3.3	Bond in lieu of retention (a) The Contractor may provide a bond in lieu of retentions; (b) The Contractor may not provide a bond in lieu of retentions.	<i>(select one to apply, (a) or (b))</i> <input type="checkbox"/> <input checked="" type="checkbox"/>
12.8	Cost fluctuations (a) Cost fluctuations shall not be paid; (b) Cost fluctuations shall be paid in accordance with Appendix A; (c) Cost fluctuations shall be paid in accordance with the method described in:	<i>(select one to apply, (a), (b), or (c))</i> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Click to add reference
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; (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.	<i>(select one to apply, (a) or (b))</i> <input type="checkbox"/> <input checked="" type="checkbox"/>
13.	DISPUTES	
13.4	Arbitration	
13.4.3	If required, the arbitrator shall be nominated by the following Person:	Click to enter text

Clause in General Conditions	Title and subject matter	Specific condition data <i>(Expand cells if required or add a reference to further detail provided in Schedule 2.)</i>
15.	SERVICE OF NOTICES	
15.1.2	For the purpose of service of written notice:	
	(a) The address of the Principal is:	
	Postal address:	PO Box 9, Carterton 5743
	Delivery address:	28 Holloway Street, Carterton 5743
	Mark for the attention of:	Dave Gittings
	Email address:	Dave.gittings@cdc.govt.nz
	Other agreed means of electronic communication and address detail:	<i>Click to enter text</i>
	(b) The address of the Contractor is:	
	Postal address:	<i>Click to enter text</i>
	Delivery address:	<i>Click to enter text</i>
	Mark for the attention of:	<i>Click to enter text</i>
	Email address:	<i>Click to enter text</i>
	Other agreed means of electronic communication and address detail:	<i>Click to enter text</i>
	(c) The address of the Engineer is:	
	Postal address:	PO Box 9, Carterton 5743
	Delivery address:	80 Holloway Street, Carterton
	Mark for the attention of:	Matt Chapman
	Email address:	MattC@cdc.govt.nz
	Other agreed means of electronic communication and address detail:	<i>Click to enter text</i>

Schedule 2 – Special Conditions of Contract – Other Conditions of Contract

(Include here other Special Conditions that modify the General Conditions)

INTERPRETATION

1.2 Definitions

Add the following new definitions

2.6.2(a)

Delete existing clause and substitute:

Within ten (10) working days from the Date of Acceptance of Tender, the Contractor shall supply to the Principal all required documentation including completed Schedules to General Conditions of Contract, consents etc. Within (10) working days following receipt of all correct documentation the Principal shall have the Contract Agreement prepared in duplicate. One copy shall be marked ORIGINAL and contain the original documents as submitted by the Contractor, or supplied by the Principal. The other shall be marked COUNTERPART, and contain correct copies of all of the Contract Documents. All copies shall be delivered by the Principal to the Contractor.

2.6.2 (c)

Delete existing clause and substitute:

Within 10 Working Days of receipt of the documents or amended documents, the Contractor shall execute both copies of the Contract Agreement and shall deliver both copies to the Principal;

2.6.2 (e)

Delete existing clause and substitute:

5.4.1 Possession of the Site

Actual possession of the site date shall be negotiated and agreed between the contractor and the Engineer.

Subject to formal acceptance by the Engineer, this shall become the possession of Site date. The due date for completion of the contract works will be calculated by adding the contract period specified in clause 10.2.1 to the date accepted by the Engineer.

All works must be completed by 30 September 2021

The COUNTERPART copy of these documents shall thereupon be returned to the Contractor and the ORIGINAL retained by the Principal.

8.2.5

Amend existing clause by deleting 'or insurance brokers' from the second line.

12.5.3

Amend existing clause by adding:

If the value of the Final Payment Schedule as stated in 12.5.1 has not been amended by the Principal as allowed for in 12.5.2, then an additional schedule will not be issued by the Engineer. The Principal shall send a copy of the certificate to the Contractor with the payment.

Schedule 3 - General Conditions of the Contract

Contractors Performance Bond

Contract for CDC Contract No. 01/2021 Design and Build an Enclosed Shelter for holding impounded dogs.

THIS DEED is made on

BY

of

("the Contractor")

AND

of

("the Surety")

("Address of Surety for Service")

IT IS MADE IN THE FOLLOWING CIRCUMSTANCES:

- A The Contractor has entered into an agreement with **CARTERTON DISTRICT COUNCIL** of **PO Box 9, CARTERTON 5743** ("the Principal") to carry out and fulfil the obligations imposed on the Contractor by the contract documents.
- B The contract documents require 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 documents.
- 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 sureties are jointly and severally held and bound to the Principal in the sum of \$..... and bind themselves, their successors and assigns jointly and severally for the payment of that sum.
- 2. **THE** condition of this bond is that it shall be null and void if:
 - (a) The Contractor duly carries out and fulfils all the obligations imposed on the Contractor by the contract documents prior to the commencement of the period of defects liability referred to in the contract documents; or
 - (b) The Contractor satisfies and discharges the damages sustained by the Principal in respect of all defaults by the Contractor up to the commencement of the period of defects liability or the termination of the contract; or
 - (c) The sureties satisfy and discharge up to the amount of the bond the damages sustained by the Principal in respect of all defaults by the Contractor up to the commencement of the period of defects liability or the termination of the contract; or

(d) A practical completion certificate has been issued in respect of the contract works in accordance with clause 10.4 of the General Conditions of Contract.

3. **EXCEPT** as provided in clause 2 above this bond shall be and remain in full force and effect.

4. **THE** sureties shall not be released from any liability under this bond:

- (a) By any alteration in the terms of the contract between the Principal and the Contractor;
- (b) By any alteration in the extent or nature of the contract works to be 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 documents;
- (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.

5. **THIS** bond shall be governed by New Zealand law.

THE COMMON SEAL of
was affixed in the presence of: }

THE COMMON SEAL of
was affixed in the presence of: }

SIGNED by
in the presence of: }

SIGNED by
in the presence of: }

NOTE – This bond must be executed by the Contractor and by the Surety or Sureties in the manner required for execution of a deed. Any of these parties which are a company must 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 must be witnessed by another person. The witness must not only sign but must 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) must execute by affixing its seal, which must 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 must sign and the signature must be witnessed by another person. The witness must not only sign but must also add his or her occupation and address.

Schedule 7 – Information on Contractor arranged construction insurance

To whom it may concern:

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)
Carterton District Council (The Principal)
 In respect of **Design and Build an Enclosed Shelter for holding impounded dogs.**
Contract 01/2021 (Project title)
 Policy wording title is Click to enter text

The following provisions apply:

- Project specific policy
- Annual run-off policy
- Annual cut-off policy

We advise that special terms, copy attached, have been applied to this policy 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):	\$	<u>Click to enter amount</u>
Non-earthquake	\$	<u>Click to enter amount</u>
Natural disaster <u>Click to enter %</u> % of <u>Click to enter text</u> minimum of	\$	<u>Click to enter amount</u>
Other (name) <u>Click to enter text</u>	\$	<u>Click to enter amount</u>

8.2.3(a)

Construction period from Click to enter a date to Click to enter a date
 Insurance maintenance period Click to enter text
 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 contents 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:

	Select yes or no	Sub-limit (if applicable)
8.3.1 Transit (in New Zealand)	Select yes or no	\$ Click to enter amount
Materials in storage (in New Zealand)	Select yes or no	\$ Click to enter amount
8.3.1 Testing and commissioning	Select yes or no	\$ Click to enter amount
Expediting expenses	Select yes or no	\$ Click to enter amount
Overseas airfreight	Select yes or no	\$ Click to enter amount

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 8 – Information on Contractor arranged Plant Insurance

To whom it may concern:

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 **Design and Build an Enclosed Shelter for holding impounded dogs.**
Contract 01/2021 (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.)

Released under the Local Government Official Information and Meetings Act 1987

Schedule 9 – Information on public liability insurance

To whom it may concern:

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)*

Carterton District Council *i) (The Principal)*

In respect of Design and Build an Enclosed Shelter for holding impounded dogs. Contract 01/2021 *(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)	\$	Click to enter amount
<hr/>		
Sub-limit insured for (GST exclusive)		
Vibration, removal, or weakening of support	\$	Click to enter amount
Forest and Rural Fires Act 1977	\$	Click to enter amount
Underground services	\$	Click to enter amount
<hr/>		
Deductible (GST inclusive) is	\$	Click to enter amount
<hr/>		
Deductible for vibration, removal, or weakening of support (GST inclusive)	\$	Click to enter amount
<hr/>		
Deductible for underground services (GST inclusive)	\$	Click to enter amount
<hr/>		

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 | Select yes or no |
| Number of reinstatements | Click to enter number |
| Discretionary cancellation clause | Select yes or no |
| Void <i>ab intio</i> for non-payment of premium without prior notification | Select yes or no |
| Severally insured | 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 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 whom it may concern:

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 Design and Build an Enclosed Shelter for holding impounded dogs. Contract 01/2021 (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.)

Released under the Local Government Official Information and Meetings Act 1987

Method of Measurement and Basis of Payment

1. The Schedule of Prices

The Schedule of Prices shall comprise the Schedule of Quantities and Prices together with the Schedule of Rates for Daywork Ordered in Accordance with Section 9.4 of the General Conditions of Contract.

2. General

2.1 Other Documents

The Schedule is to be read in conjunction with all other Contract Documents. General directions and descriptions of work and material given in the other Contract Documents are not necessarily repeated in the Schedule and reference shall be made to these other documents for information.

2.2 Prices and GST

The prices and rates to be inserted in the Schedule are exclusive of GST and are to be the full inclusive value of the work described under the particular Schedule item, including all costs and expenses which may be required in or for the construction of the work described, together with all general risks, liabilities and obligations set forth or implied in the documents upon which the tender is based. Where special risks, liabilities and obligations cannot be dealt with as above, then the price thereof is to be separately stated in the item provided for the purpose (i.e. unscheduled items).

The prices and rates will be deemed to make full allowance for ON-SITE OVERHEADS and any OFF-SITE OVERHEADS AND PROFIT.

2.3 Quantities Measured Net

Unless stated to the contrary, quantities are measured net, in accordance with the Drawings, with no allowance being made for bulking, consolidation or wastage.

2.4 Provisional Items

Provisional Items (PS) provide for work that may or may not be carried out by the Contractor, but which must still to be priced by the Contractor. This work shall only be performed on the instruction of the Engineer.

The amount payable to the Contractor for work covered by Provisional Items shall be for the quantity or work directed by the Engineer, at the tendered rate.

The tendered rate for Provisional Items shall fully compensate the Contractor for all their costs for that item, including but not limited to: Labour, Plant, Materials, On-Site Overheads, Off-Site Overheads and Profit.

Each Provisional Item or Sum is priced so that the application of the tendered rate to the actual quantity of work completed under the item (including nil work) provides full compensation to the Contractor.

3.0 Measurement and Payment

3.1 Provision of "As Builts" (Schedule Item 1.5)

Payment for "as builts" shall be made as a lump sum once marked up plans, completed Data Sheets, digital photographs and information prepared in accordance with the requirements of the Carterton District Council (Refer to CDC guidelines), and approved by the Engineer.

50% of the lump sum will be certified once the Engineer has received the draft As-Built information. The balance will be certified once the Engineer received the approved As-Built information.

3.2 Utilities Construction (Schedule Item 2.0)

All works undertaken for utilities construction will have the following basis of payment.

Payment for the supply, installation and restoration of surfaces for construction Utilities:

a) Pipeline Construction Generally

- Excavation, laying and other construction shall include for all work necessary to construct the item, including all support, maintenance of access, backfilling and similar items.
- All costs in selecting, separating, stockpiling, loading, transporting and any multiple handling of any materials, including but not limited to backfilling material, shall be deemed to be included within the Contractor's rates.
- The rate for pipes shall be deemed to include the supply of all necessary materials unless otherwise stated.
- To include for all special works necessary to comply with the programming, environmental protection, and reinstatement requirements of the contract and shall include for all laying over, under, or around all obstacles, including culverts and shall include for locating all existing services.
- Payment under this clause shall be made for the lengths measured in the horizontal plane and to the depths shown on the drawings.
- Payment under this clause may, at the Engineer's discretion, not exceed 90% of the rate in the Schedule of Prices until all **reinstatement, testing and provision of as-built information** is completed.

b) Over-excavation and Filling

- Over-excavation and filling work where the need is the result of the Contractor's activities, specific working methods or practices is at the contractor's cost.

c) Imported Bed and Haunch Material

- The material used for embedment zone dimensions is included in the linear metre rate.

d) Measurement

- This is scheduled in units of linear metres, restoration of surfaces shall be paid for the length of trench for which reinstatement is performed, measured in the horizontal plane including valve boxes. Where the restoration is for a trench that intersects another trench, the length of intersecting trench shall be taken as not including that length which falls within the restoration width of the intersected trench.

Removal of Unsuitable Material

The removal and disposal of surplus and/or unsuitable material to a suitable dump site arranged by the Contractor. Payment shall be on a cubic metre rate which is inclusive of any fees or consents.

Flushing and Disinfection

Payment shall be for the flushing and disinfection of all new water mains as per the Contract Specification clause 4.17 until acceptance by the Engineer.

Unscheduled Items

Contractor to fully describe and price any work or obligation not covered elsewhere and for which it considers a separate price is required.

The cost of any item not specifically referred to in the Schedule of Prices is spread over and included in the price or prices for other items in the Schedule of Prices which are most closely appropriate for the work not specifically referred to.

No claims will be entertained on the basis of omissions of items from the Schedule of Prices which are shown on or to be inferred from the Drawings or which are referred to in the Specification or which are an integral part of an item measured or referred to in the Schedule of Prices.

Released under the Local Government Official Information and Meetings Act 1987

Schedule of Rates for Daywork

Ordered in Accordance with Section 9.4 of the General Conditions of Contract

The Contractor shall enter below the Daywork rates to be used in the valuation of Variations ordered in accordance with Section 9.4. All rates shall represent the Contractor's complete entitlement in respect thereof, i.e. no further mark-ups or on-costs shall be applied, and no compensation under clause 9.3.13 and 9.3.14 of the Conditions of Contract shall be payable.

A. LABOUR RATES

The full Cost of labour, inclusive of all supervision, overheads, and profit shall be entered for the categories listed. The Contractor shall enter any other categories, together with rates, which it proposes to use in the course of the contract.

Labour Category	Rate \$/hr
Labourer
Skilled Labourer
Carpenter
Drain layer
Foreman
.....
.....
.....

B. PLANT HIRE RATES

The items of plant proposed to be used on the Contract Works shall be listed below. The full Cost of plant hire, including operator, inclusive of all supervision, overheads, and profit shall be entered for each of the items of plant.

<u>Plant Item</u>	<u>Hire Rate \$/hr</u>
.....
.....
.....
.....
.....

C. MATERIALS MARK UP

The mark up to be applied to the actual Cost, as evidenced by invoice, incurred by the Contractor in supplying materials to the Site for incorporation in the Contract Works shall be stated below:

Materials Mark Up%

Schedule of Quantities

SCHEDULE

CDC & SWDC Design and Build an Enclosed Shelter for Holding Impounded dogs - Contract 01/2021

Item	Description of Work	Unit	Quantity	Rate(\$)	Amount(\$)
1.0	Main Building				
1.1	Supply and construction of Building works as detailed in the scope, including geotechnical assessment for foundations, building consent and stormwater provisions, all H&S, environmental and site management, insurances	LS	1		
1.2	Water storage tank - Supply and install 30,000L rainwater tank, on manufacturers recommended foundation, including supply and install UV filter and water pump	LS	1		
1.3	Internal Drainage - supply and install 12m Eco drain, 2 ea. internal sumps with silt traps and 1 ea. external sewer sump and sewer pump.	LS	1		
1.4	Solar - Panels fitted to roof includes batteries. System to installed online with main power supply and designed to meet requirements of the building (including up to 20 kennels)	PS	1		
1.5	As-builts as per council requirements	LS	1		
2.0	Utilities				
2.1	Water Pipe from water storage tank to Boundary - excavate, lay, supply bedding, backfill and reinstate surfaces, including compaction testing and installation of detector tape (connection to mains by CDC)	m			
2.2	Sewer (pumped) Pipe to boundary - excavate, lay, supply bedding, backfill and reinstate surfaces, including compaction testing and installation of detector tape (connection to mains by CDC)	m			
2.3	Power to boundary - supply excavate, lay, ducting and power cable, supply bedding, backfill and reinstate surfaces, including compaction testing and installation of detector tape, includes utilities communication and liaison	m			
3.0	Access and Carpark				
3.1	Construction of 3m gravel access driveway allowing for topsoil stripping, excavation and backfilling and compaction.	m2			
3.2	Construction of unsealed gravel area around building including min of 4 carparking area, allowing for topsoil stripping, excavation and backfilling and compaction as per plans	m2			
3.3	Construction of topsoiled earth bund using all excess site excavated material, including grassing, batter slopes no steeper than 4H to 1V.	m3			
	Sub Total				0.00
	Contingency % of contract price.	PS	15%		0.00

Total (excluding gst)	0.00
GST	0.00
Total	0.00

Appendix 1 – Specification Scope and requirements

Schedule of Scope and Requirements (up dated 22 February 2021)

(‘Design and Build’ an enclosed Shelter for Holding Impounded Dogs to service the needs of Carterton District Council and South Wairarapa District Council).

Site and Location :

The dog pound is to be located on Carterton District Council Land at Dalefield Road in close proximity to the Treatment Plant. Refer to aerial photograph attached. Legal Description is Lot 2 DP 30724.

The Tenderer will need to undertake geo technical assessments of the site to determine foundation requirements for the building.

Building

Dimensions:

A multi bay building. Fully enclosed. Dimensions 25 metres X 12 metres 300 square metres. (excludes Porch refer item c 4.4 sqm.). Height of building must not exceed 9m measured from ground level.

To include :

- a) Reception, Office, Storage Area, fully lined ceiling and walls with partition to separate and secure the reception area. Surfaces to be painted Dimensions 5 metres X 12metres- 60 sqms.
- b) Dog Kennel area. Dimension 12 metres X 20 metres -240 sqms. All internal walls to be lined up to 1.2 metres in height (product to be specified and to withstand dog effluent invasion). Lining to be sealed to floor and upper edge with cap to enclose wall space.
- c) An open sided porch at front of building to meet dog owners etc . Dimensions 1.5 m X 3m - 4.5 sqms

Design:

Based on New Zealand proven design.

Concrete floor slab:

Flat with smooth surface and reinforced.

Concrete floor to be sealed with non-slip 3 part epoxy polyurethane coating or an approved equivalent.

Drainage to sump at exterior of building.

Roof to include:

Clear sections (Nova lite or equivalent) to every 3rd run of roof cladding.(Over Kennel area only).

Ventilation:

Installed under Kennel area - soffit, bird and vermin proof grill/mesh 200m in depth for 10 metres along either side of kennel building. To be weather proof.

Access within building:

Four roller doors for external access. Three at rear side of building and one at front.

Two roller doors to have remote control activation to provide entry and exit for vehicle access through the building. Roller doors to be standard size.

Seven access doors. Three external weather proof and four internal, swing doors.

Services within building:

a) Water connections:

To provide four high pressure release points two along end wall adjoining office and two at the end wall. Refer to plan.

Also, 4 internal low pressure taps on south wall and northern wall (for filling water bowls).

2 low pressure taps on south wall.

Connection to kitchen and toilet.

b) Electrical connections:

To be reticulated up to 20 point. (2 in reception, 3 in office area and 5 in storage area and 10 mounted on suspended central gantry in dog kennel area).

c) Lighting:

Reception 2 to ceiling.

Admin and storage 4 to Ceiling

Toilet 1 to ceiling.

Dog Kennel Area. Hanging strip lighting.

Porch 1 light to ceiling.

Exterior 3 light connections.

Provision for light control panel by front door

d) Security:

Provide for internal and external CCTV system, allow space for IT hooks, (wifi connection from WWTP completed by others)

e) Drainage

Install 12m eco drain or similar, to include 2 sumps with silt traps 150mm piped to external sump.

f) Heating

Allow for 2 a minimum of heat pumps positioned on the West wall.

Fitout to include:

One unisex Toilet.

Kitchenette with hand washing facility and bench 750 X 2metres. (approximate dimensions).

Water heating wall unit with hot water reticulation to kitchenette and hand washing facility.

Connection to existing services:

a) Electrical supply:

to be connected to main grid at Dalefield Road and Solar panels fitted to roof.

b) Water supply:

to be connected to CDC main supply at Dalefield Road Boundary (CDC will make connection, contact Selwyn Osborne). To supply and connect 30,000 litre tank to collect roof water and provide UV filter and pump.

c) Sewer, drainage and waste water:

to be connected to CDC main supply at Dalefield Road Boundary (CDC will make connection, contact Selwyn Osborne). To provide a drainage sump and pump to connect with Councils main.

d) Road access and parking at building:

3m wide gravel road access single carriageway to extend from the existing internal CDC access track with provision of four car parks on the north side of the building and 6m wide vehicle access drive around the building perimeter and to connect with accessway through the west end of the building. (refer to plan).

Materials and accessories:

All to be new with schedule stipulating product information, model, and specification, and guarantees.

Earth Bund:

Located at north eastern side of building facing Hadfield Road. To utilise material excavated from building platform and access roads
Refer to plan for location of the bund.

Compliance and certification:

To obtain all necessary regulatory requirements including but not limited to Building Consents, certifications, producer statements (PS1, PS3, PS4), Code of Compliance.

To appoint a appropriately qualified Engineer to certify design, plans/detailed drawings and specifications for the entire facility.

CDC will obtain the Resource Consent.

Separate price for Innovations:

Contractors are encourage to submit Innovation that will lead to improved efficiency and cost savings.

Dimensions quoted are flexible provided within the floor area specified.

Alternative tenders will be evaluated but the supplier must also submit a conforming tender for the alternative to be considered.

Appendix 2: Main Contractor Health and Safety Compliance Questionnaire – Evaluation sheet

Carterton District Council



Main Contractor Health and Safety Compliance Questionnaire – Evaluation sheet

Contractor:		
Contact person		
Response reviewed by:		
Position:		
Date:		
Please confirm:	Suggested answer	Comments
<p>1. Policies Please attach copies of your H&S related policies. <i>Eg: H&S policy, wearing PPE, vehicle use, working at height and or confined spaces, drug & alcohol.</i></p>	<p><i>H&S, wearing PPE, vehicle use, working at height and/or confined spaces etc. Policies are signed by Managing Director, and communicated to workers.</i></p>	
<p>2. Worker competency How do you verify your employees, sub-contractors and their employees are competent to perform their work safely? <i>Eg: Competency register, training register, qualifications, certifications, courses attended, supervision, job safety assessment.</i></p>	<p><i>Competency register, training register; qualifications, certifications, courses attended, supervision, inductions, Job Safety Assessment or similar signed by workers.</i></p>	
<p>3. Worker participation Who in your organization has H&S responsibilities assigned to them? How do you involve your staff in all aspects of H&S?</p>	<p><i>Senior member of staff with designated H&S responsibilities. H&S committee/representatives, H&S meetings, worker feedback mechanisms.</i></p>	
<p>4. Contractor management Do you use sub-contractors to assist with undertaking work for CDC? How do you verify that you are consulting, cooperating and coordinating activities with other contractors on site? <i>Eg: Pre-qualification processes, pre-restart meetings, progress meetings, worksite audits.</i> Please provide 3 examples together with names and contact details of organisations we can call to confirm how this works. NOTE: all sub-contractors need to be approved by CDC.</p>	<p><i>Pre-qualification processes, pre-start meetings, progress meetings, worksite audits. Evidence to ensure everyone understands what hazards are on site, and who is responsible for managing them.</i></p>	

<p>5. Equipment</p> <p>How do you ensure your equipment is safe and fit for purpose?</p> <p><i>Eg: Procurement policy, maintenance programme, pre-start checks, WoF, CoF, tag and test.</i></p>	<p><i>Procurement policy, maintenance program, pre-start checks, WoF, CoF, tag and test.</i></p>	
<p>6. Hazard/risk management</p> <p>What are the H&S risks/hazards you need to manage when undertaking work for CDC? Please attach a copy of your hazard register, showing the risks, and what you have in place to manage/mitigate risks, including emergency management plans. How do you know the controls you put in place are effective in managing the risks? Where applicable, do you include health monitoring of your workers?</p> <p><i>Eg: hearing, respiratory checks.</i></p> <p>How do you ensure everyone understands what the risks/hazards are on site, and who is responsible for managing them? How do you communicate with sub-contractors, workers volunteers, customers?</p> <p><i>Eg: Inductions, hazard boards, tool box talks.</i></p>	<p><i>Including risk assessment and appropriate controls.</i> <i>Responds to risks and communicates with relevant parties.</i></p> <p><i>Review of risks and controls.</i></p> <p><i>Hearing, respiratory checks.</i></p> <p><i>Inductions, hazard boards, tool box talks.</i></p>	
<p>7. Hazardous substances</p> <p>Do you use hazardous substances or dangerous goods when undertaking work for CDC? Do you have approved handlers for hazardous substances where required? Please attach a copy of your hazardous substances and dangerous goods register.</p>	<p><i>Need more than MSDS sheets, copy of handlers' certification.</i></p>	
<p>8. Accident & incident management</p> <p>How many incidents, near misses, or accidents resulting in damage or injury, have you, your team or business experienced in the last 2 years?</p> <p>Please attach a copy of 2 investigations you have undertaken into an incident or accident in the last 2 years.</p> <p><i>Eg: Demonstrating the root causes have been identified and addressed, workers have been advised and the hazard register is updated.</i></p>	<p><i>No near misses may indicate they're not reported. Note that common themes may indicate they're not resolving hazards.</i></p> <p><i>Common themes can indicate they're not addressing root causes.</i></p> <p><i>Confirm root causes have been identified and addressed, hazard register has been updated and workers have been advised.</i></p>	
<p>9. WorkSafe</p> <p>Have you ever been investigated by WorkSafe NZ? If yes, please provide details, including the date the</p>	<p><i>Red flag</i></p>	

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<p>investigation started and the outcome (if known).</p> <p>Please attach copies of any Provisional Improvement Notice or Prohibition Notices that have been issued to you or your business in the last 2 years.</p>		
<p>10. Accreditation</p> <p>If applicable, please provide evidence of accreditation with third parties such as ACC, AS/NZ4801(H&S management systems), ISO, Site Safe, trade or employers' associations.</p>		
<p>11. Insurance</p> <p>Please advise if you have public liability insurance, the name of the insurer and what level of cover.</p>		

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Appendix 3: Carterton District Council As Built Submission Procedure

As Built Submission Procedure

Purpose of Attribute data information

Carterton District Council (CDC) is in a process of developing a comprehensive Geographical Information System (GIS) and Asset Management Databases, which lists and contains valuable information on all Council owned and/or maintained infrastructure, as well as storing a large amount of other corporate and miscellaneous data. The collection of asset data is extremely important to CDC as it forms the basis for many important decision making processes and activities. This document is for the use of Applicants (or their agents) of Development Permits, agents and contractors of CDC who are required to submit "As Built" information. It sets out the format in which the data is required in order for CDC to be able to append the data to its existing GIS datasets and Asset Databases.

This attribute data requirement is according to NZ4404:2012; Schedule 1D: *As-Built Plans*

Aim of Attribute Data

The aim of collation of attribute data is to assist CDC staff to ensure that data input into the CDC GIS and Asset Management Databases is consistent, accurate and complete.

Associated Documents

Section 2 of this document provides guidance for the consultants on how to provide Council with the attribute information concerning the new infrastructure associated with the development. These sections are directly associated with an Excel template document Council has provided for the consultants to compile the attribute information. Section 3 of this document provides checklist for submission of As-Built Drawings.

Applicant/Consultant Responsibilities

The consultant shall be responsible for:

- Supplying digital data in the format set out in *NZ4404:2012, under Schedule 1D* and this Preamble document
- Ensuring that the data supplied to Council is correct and accurate; and
- Providing all information on any asset that will ultimately become the responsibility of Council, even if the asset type is not listed in the Attribute data template.

Datum and projection

Drawing format shall be set up using New Zealand Geodetic system as follows;

- Projection: New Zealand Transverse Mercator (NZTM)
- Vertical Height datum: NZVD2016

Drawing requirements

All Subdivisions and As Built Plans shall be provided as both a PDF and either an AutoCAD 2009.dwg file, DXF file or an Esri shape file or Geodatabase in NZGD 2000 in New Zealand Transverse Mercator.

Inclusion of Attribute Data

CDC requires specific information from constructed assets and this required data has listed in Excel template - *Attribute Data Template*.

This attribute data template consists of optional and mandatory data fields, where data fields marked as “*”; these are mandatory and rest of the fields are optional.

Electronic version of the Excel template - *Attribute Data Template* can be obtained from Council’s Web site.

Asset identification (Asset ID)

This number in the Excel spreadsheet - *Attribute Data Template* shall correspond to the each asset entry number of the map object in drawing and also must be shown near the location of the asset.

This unique identifier help our system to link drawing and attribute data in the excel table.

Each asset type shall be identified or numbered separately if it changes any of its physical attributes such as width, pavement thickness, surface type etc. E.g. If the Road A changes it’s width at a certain node then it should be numbered differently from that node.

Submission Process

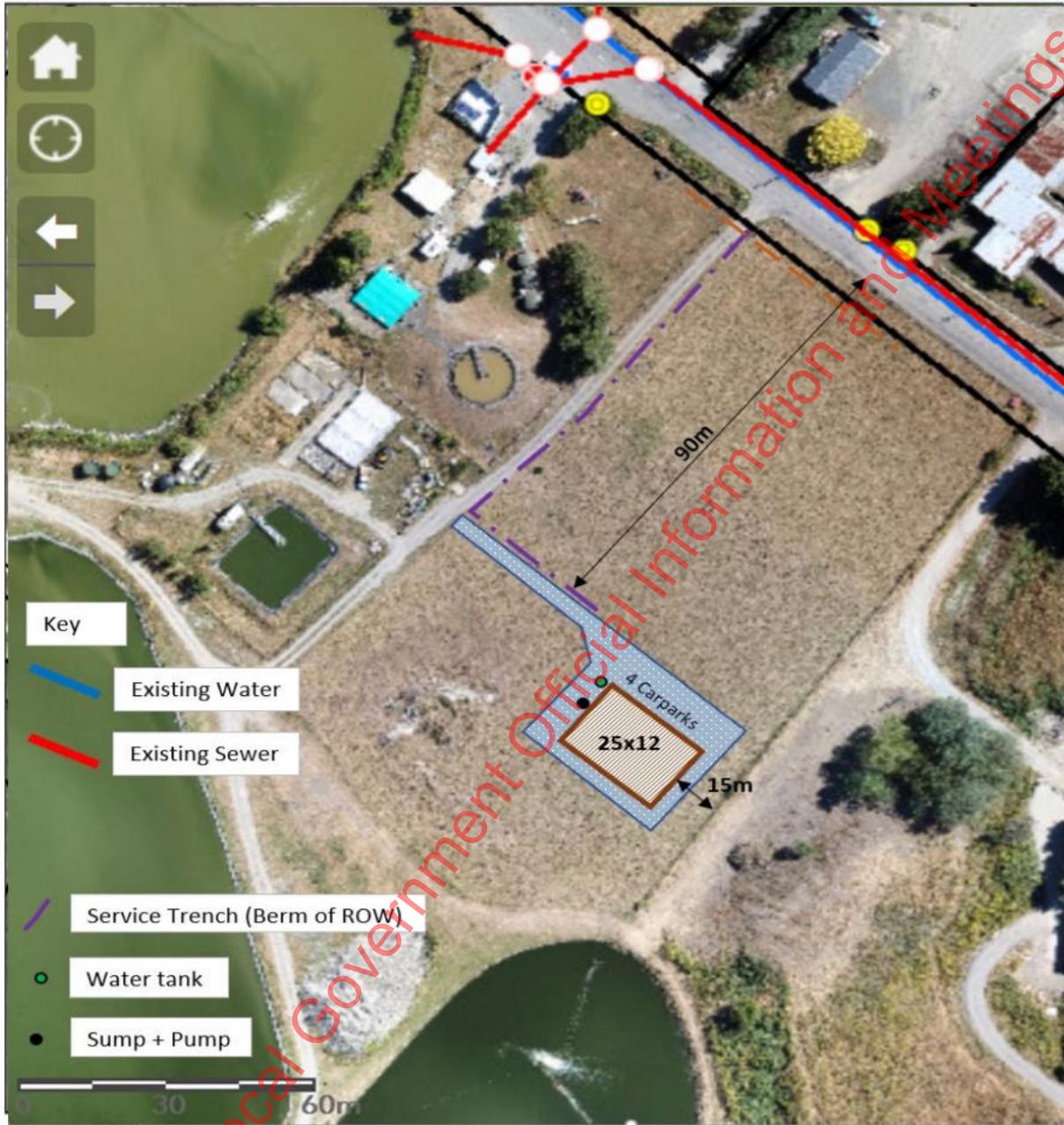
CDC requires all asset information (attribute and as-builts) to be submitted as specified above so that errors can be eliminated and minimum processing time is required for the council.

The developer/contractor of the project will be responsible for providing required information to the council, therefore, this can be considered as a default condition of a resource consent approval.

If errors are detected in As-built Plans and Attribute data submitted or the submitted As-builts do not meet the required standards, responsible developer/contractor will be required to correct these and resend it to the council. The re-submitted plans must clearly show the amendments. Once the correct and complete as-built plans and attribute data are received, GIS team will be notified to carry the validation and auditing to ensure compliance. On approval, the as-built plans and attribute data will be used to update the systems.

General Layout

Wairarapa Maps



February 18, 2021

- Masterton Property
- Carterton Property
- South Wairarapa Property

DISCLAIMER
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