



Expression of Interest for Main Contractor The Suter Art Gallery Redevelopment Contract EC3629

1 Project

The Suter Art Gallery and Theatre was constructed in 1899, though various buildings and extensions have been added over the years. The building complex is now in need of a complete redevelopment, both to strengthen and weatherproof the building and to improve the ventilation and light control, essential for the care of the art collection.

The project is a high profile redevelopment, of a prestigious community asset for the benefit of the people of Nelson and the wider Nelson/Tasman region. It is a partnership between Nelson City Council and the Bishop Suter Trust with both parties providing equal funding, with a significant part of the funding being provided by local charitable trusts, individual donors and the general public. A Governance Group has been set up made of two members of each party, who will have control of the redevelopment. The project is managed by Opus International Consultants and the design is being undertaken by Jerram Tocker Barron Architects.

2 Contractor requirements

Health and Safety requirements of Nelson City Council shall be adhered to in full. Any failure to do so will be considered as a breach of contract. The Contractor may already be on the H&S Approved Status List or agrees to complete the formal induction into NCC's H&S Policy and be listed on the H&S Approved Status List. If the Contractor does not have a copy of the Council's "Health and Safety Contractors Information Booklet" (latest edition), the onus shall remain with the Contractor to obtain a copy from the Council and to fully acquaint themselves with the content.

3 Expression of Interest

The Registration of Interest shall be placed in the Tenders Box located on the ground floor of Civic House, 110 Trafalgar Street, Nelson, no later than 4.00pm Thursday 26th June 2014.

The envelop shall be clearly marked:

- Registration of Interest for Suter Art Gallery Redevelopment
- Contract no. EC3629
- Tenderer's Name

Tender closing time shall be taken to be the time displayed on the digital clock displayed above the Tenders Box and the opening of the Tender Box shall constitute the closing of the tenders. The Tenders Box will be opened immediately after 4.00pm.

Enquiries to the project manager Hans-Peter Froeling via hans.peter.froeling@opus.co.nz or by phone on 027 29 19 209.



4 Scope of Works

The scope of works includes (but is not limited to):

- Obtain copy of the building consent from the Project Manager.
- Demolition of most of the existing buildings, leaving the Theatre and the old Gallery.
- Prepare site for construction.
- Construct new buildings per approved plans, in compliance with the Building Code and Building Act.
- Landscaping, paving, drainage and stormwater works as specified.
- Arrange for all required building consent inspections and programming these inspections with the Nelson City Council building inspectors.
- Obtain Code of Compliance Certificate from Nelson City Council.
- Seismic strengthening of the old gallery.
- Manage and coordinate all sub-contractors.
- Provide as-built drawings as per NCC requirements.
- Provide details for Operations and Maintenance manual.

5 Tender evaluation

Attributes	Details including	Weight
Relevant experience and Track record	(Private) commercial projects showing scope and value of project indicating if completed on time, within budget and to client satisfaction; indicate referee contact and phone number.	40%
Technical skills	Identify key personnel, their qualifications and experience and their expected involvement in this project	30%
Management skills	Quality Assurance System, Management Structure, Health & Safety Performance, details of Public Liability and Contractor's construction, plant and vehicle insurances	30%
Health & Safety	Completed Health & Safety Approved Application and accompanying documentation, unless the Tenderer has been granted and retained Health & Safety approved status within the last two years.	Pass/Fail

Based on the evaluation, it is intended to shortlist a number of tenderers who will be invited to price for this project.

The Principal reserves the right to not accept the lowest or any tender.

6 Conditions of Contract

The Conditions of Contract will be NZS3910/2013.

The Engineer to Contract will be Alec Louverdis, Group Manager Infrastructure at Nelson City Council.

The Contract will be between Nelson City Council and the Contractor.

The contract will contain several separable portions, which will be clearly defined in the Contract documents.



7 Appendices

- Nelson City Council Health & Safety Pre-qualification form
- Nelson City Council Contractor Safety Agreement

Contained in separate file:

- Site plan A00-003 Rev C – Final design
- Floor plan A01-022 Rev D; A01-023 Rev D; A01-024 Rev D – Final Design
- Elevations A02-001 Rev D; A02-002 Rev D – Final Design
- Sections A03-001 Rev D; A03-002 Rev D; A03-003 Rev D; A03-004 Rev D; A03-005 Rev C; A03-008 Rev D – Final Design

Note: none of these drawings are to be used for construction, they are for information purpose only.

Nelson City Council Contractor Health and Safety Pre-qualification form

To be completed by Contractors who are not currently Approved Contractors for the Council or are renewing their approval status.

Contractor/company name: _____

Address: _____

Phone Numbers: _____

Email: _____

Business Size – Number of Employees: _____

1. Do you have an externally audited and accredited safety management system that is relevant to the work you will be carrying out for Nelson City Council and is in current use? (see 4.3 of the Health & Safety Contractors Information booklet)

Yes please attach a copy of the certificate and go to question 3

No Answer all questions on this form

2. Please describe how you manage the following safety requirements for work you will be undertaking for Nelson City Council:

a) Hazard identification and control processes which identify site/project specific and new hazards.

b) Site inspections to ensure hazard controls are in place and working

c) Emergency and first aid procedures

d) Provision and effective use of any necessary personal protective equipment

e) Accident/Incident reporting and investigation

f) Communication/co-ordination with other Contractors or sub-Contractors

Nelson City Council Contractor Health and Safety Pre-qualification form

- g) Communication of safety information and/or of health and safety meetings with staff

- h) Safety training and qualifications

Nelson City Council expects to be able to sight all relevant documentation and evidence of the processes outlined above. Any misinformation supplied on this form may lead to immediate suspension or termination of the contract with Nelson City Council.

- 3) Have you or your staff had any work related accidents in the past 12 months?

- Yes Outline details below or attach information to this form
- No Go to question 4

- 4) Have you received any improvement/infringement/prohibition notices, formal warnings from the Department of Labour or been prosecuted for breaches of health and safety legislation?

- Yes Outline details below or attach information to this form
- No Go to question 5

- 5) Who will be responsible for managing health and safety for your project(s) when working for Nelson City Council?

I verify this is a true and accurate summary of the safety management system in place:

3. Name _____ Date: _____ Signature: _____

4. _____ For Contractor

Nelson City Council to complete:

Signing below indicates the pre-qualification form has been assessed and demonstrates compliance

Name _____ Signature: _____ Date: _____

Nelson City Council Contractor Safety Agreement

The Principal (*the person or organisation engaging the Contractor*)

Name & Address: **NELSON CITY COUNCIL, 110 TRAFALGAR STREET, NELSON**

The Contractor (*person or organisation being engaged to perform services*)

Name & Address:

Description of Service (*to be performed by the Contractor*):

The Contractor hereby acknowledges that:

1. They understand their obligations to themselves, their subcontractors and their employees under the Health and Safety in Employment Act 1992, and confirm their intention to comply at all times while working on this contract.
2. They recognise that the Principal can be responsible for only advising the nature of, and methods of controlling, hazards specific to the Principal 's business or worksite and that the Contractor shall apply best industry practice to ensure the safety of all involved at all times.
3. The Principal will advise the Contractor of the emergency procedures, location of emergency equipment, location and use of safety equipment, basic safety rules, hazards and hazard controls, go and no-go areas and access and authorisation requirements relevant to the service being performed.
4. The Contractor shall ensure that all their subcontractors and employees are informed of the same and that no person shall be permitted to work on the contract without being so informed.
5. The Contractor has a Health and Safety management system in place, which ensures their compliance with the Health and Safety in Employment Act 1992 in connection with this contract.
6. The Contractor agrees to make available for inspection on demand by the Principal any documentation related to Health and Safety in connection with this contract.
7. The Principal has the right to monitor the Contractor's activities and carry out a safety audit from time to time during the progress of the contract.
8. The Principal has the right to suspend work at the Contractor's expense where the Principal is not satisfied that all practicable steps are being taken to ensure the Health and Safety of employees and others in connection with the contract.
9. The Contractor will advise the Principal immediately of any accidents, including those in which serious harm is caused or a significant hazard is involved, and meet the requirements of the Health and Safety in Employment Act 1992 in reporting serious harm accidents to WorkSafe NZ.
10. The Contractor will advise the Principal immediately of any new hazard created during the contract and will take all practicable steps to avoid harm being caused to any person as a result of such hazards.
11. Before beginning work on the contract, the Contractor will carry out a systematic identification of hazards likely to be encountered and will develop controls for all those identified as being significant hazards.
12. In the event of the Contractor causing a disruption on electrical supply, telecommunications supply, gas supply, water supply or triggering a fire alarm, not previously agreed with the Nelson City Council, the Contractor will reimburse Nelson City Council for any direct cost which Nelson City Council incurs because of this event. In particular the Contractor will reimburse Nelson City Council any fines or expenses from the New Zealand Fire Service related to any fire alarm caused by the Contractor or the Contractors' activities.
13. The Contractor understands they will be the "person in control of the workplace" in terms of the Health and Safety in Employment Act 1992 and associated Regulations for the worksite the Contractor is working on, and will carry out all responsibilities of the "person in control of the workplace", including ensuring no one on or near the workplace including Nelson City Council employees, customers and visitors, and members of the public are exposed to a hazard the Contractor creates or controls.
14. The Contractor is responsible for notifying WorkSafe NZ if notifiable work is to be carried out while working for Nelson City Council.

Signed for and on behalf of the Contractor

Signed for and on behalf of Nelson City Council

Full name:

Full name:

Signature:

Signature:

Date:

Date:
