



NZIA Standard Construction Contract

SCC 2016

Between **Timaru District Council**
the Principal

and **<Contractor>**
the Contractor

for **Timaru Airport Terminal – Extensions and
Refurbishment**
the Contract

at **Timaru**
the Location

Architect: DLA Architects Limited
Postal: PO Box 313, Timaru, 7940
Street: 12A Royal Arcade, Timaru
Telephone: 03 683 1300
Email: murraya@dla.co.nz

About this contract

Further information about this contract document

This NZIA Standard Construction Contract (SCC 2016) is published by the New Zealand Institute of Architects Incorporated. You can obtain further information from:
New Zealand Institute of Architects

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Involvement of the Registered Master Builders Association of New Zealand Inc.

This NZIA Standard Construction Contract (SCC 2016) has been negotiated with and is endorsed by the Registered Master Builders Association of NZ Inc.

Acknowledgements

We acknowledge the following:

The substantial commitment made by the NZIA members of the NZIA - RMBA Joint Contracts Committee, Tom Dixon, Norrie Johnson, Tim Melville, Phillipa Nihotte, Graham Crust, Aaron Sills and Rosalie Stanley.

The substantial commitment made by the Registered Master Builders Association members of the NZIA – RMBA Joint Contracts Committee, Paul O'Brien and Grant Pemberton

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This edition supersedes SCC:2014

NZIA SCC:2016 contains a number of revisions including

- Revision of section 5 Indemnity by Contractor
- Revision of clause 8.10 to take account of the Health and Safety at Work Act 2015
- Revision of clause 14.9 Retentions to provide for retentions to be held no longer than is required once the Defects Notification Period has ended
- Schedule's F1-F6 changes to the names of required insurances to reflect insurance industry terminology and clarification as to which insurances are to be in joint names
- Schedule E1 revised
- Schedule E2 deleted
- Schedule G1 revised
- Other minor corrigenda

Schedule A1

Contract Agreement

A1

This agreement is for

Contract: Timaru District Council Airport

Location: Timaru

This agreement is between

The Contractor:

and

The Principal: Timaru District Council

for

Contract Price: \$

Contract price, excluding Goods and Services Tax

Contract price in words, excluding Goods and Services Tax

It is agreed as follows:

1. The Contractor will carry out the obligations imposed on the Contractor by the Contract Documents.
2. The Principal will pay the Contractor the Contract Price or such greater or lesser sum as will become payable under the Contract Documents together with Goods and Services Tax at the times and in the manner provided in the Contract Documents.
3. Each party will carry out and fulfil all other obligations imposed on that party by the Contract Documents.

Contract Documents:

The Contract Documents are this Schedule A1 *Contract Agreement* and the following which form part of this Contract:

Principal's letter of acceptance

Dated: ~

Post Tender correspondence

~

The Tender

Contractor's Tender Submissions dated ~ as attached.

Contractor's Tender Summary dated ~ as attached.

Notices to Tenderers

Notice to tenderer 01 dated ~

The following Schedules form this Contract:

Schedule A1	Contract agreement
Schedule B1	Specific conditions
Schedule B2	Special conditions
Schedule D1	Contractor's performance bond
Schedule E1	Contractor's application for Practical Completion
Schedule E3	Practical Completion certificate
Schedule E4	Defects liability certificate
Schedule F1	Specific Conditions of insurance
Schedule F2	Confirmation of insurance - Contract Works

Schedule **A1** Contract Agreement



Schedule F3	Confirmation of insurance - Public liability
Schedule F4	Confirmation of insurance Motor vehicle third party liability
Schedule F5	Confirmation of insurance – Construction Plant
Schedule G1	Warranty agreement
Schedule G2	Security for off Site goods or materials

The following additional documents:

SCC:2016 General Conditions
Specifications issued prior to the date of acceptance of Tender
Drawings issued prior to the date of acceptance of Tender
<Other>

This Contract Agreement is signed by the Contractor

Signed

Date

Print name of person authorised to sign

This Contract Agreement is signed by the Principal

Signed

Date

Print name of person authorised to sign

Schedule B1

Specific conditions

B1

Principal

Principal: Timaru District Council
Street Address: 2 King George Street, Timaru
Postal Address: PO Box 522, Timaru, 7940
E-mail:
Telephone: 03 687 7200
Mobile:

Principal's representative

Person: David Hooke
Street Address: 2 King George Place, Timaru
Postal Address: PO Box 522, Timaru, 7940
E-mail: david.hooke@timdc.govt.nz
Telephone: 03 687 7200
Mobile: 027 220 5539

Principal's address for submission of Payment Claims

Street Address: 2 King George Place, Timaru
Postal Address: PO Box 522, Timaru, 9740
E-mail: david.hooke@timdc.govt.nz

Contractor

Contractor: <Contractor>
Street Address: <Street address>
Postal Address: <Postal address>
E-mail: <Email>
Telephone: <Telephone>
Mobile: <Mobile>

Architect

Practice: DLA Architects Limited
Street Address: 12A Royal Arcade, Timaru
Postal Address: PO Box 313, Timaru, 7940
E-mail: murraya@dla.co.nz
Telephone: 03 683 1300
Mobile: 027 251 3031

Architect's representative

Person: Murray Ackroyd
E-mail: murraya@dla.co.nz
Telephone: 03 683 1300
Mobile: 027 251 3031

Quantity Surveyor

Where there is a Schedule of Quantities, Schedule C2 applies and the Quantity Surveyor is:

Practice:
Person:
Street Address:
Postal Address:

Schedule B1

Specific conditions

B1

E-mail:

Telephone:

Mobile:

Type of Contract: Lump sum Contract with monetary allowances

Clause 2.1 Contract Documents

The Architect must provide to the Contractor the following copies of the Contract Documents

	Description	# of copies provided	Additional Copies Costs
Drawings	Full size:	3	
	Electronic:	1	
Other	Specifications:	3	

Clause 3.1 Contractor's performance bond

A Contractor's performance bond is required

Amount of Bond: 5% of Tendered Amount

Form of Bond: Schedule D1 *Contractor's Performance Bond*

Clause 3.3 Contractor's bond in lieu of retentions

A Contractor's bond in lieu of retentions is not acceptable.

Clause 3.5 Principal's bond

A Principal's bond is not available.

Clause 4.7 Documents required at Practical Completion

Warranties and other information required from the Contractor which are essential for the Principal's use of the Contract Works.

Refer Schedule B2 – Special Conditions of Contract

Documentation required for Certificate For Public Use application.

Documentation required for Code Compliance Certificate application.

Clause 7.1 Site possession date

Time after notification of acceptance of Tender/date for Principal to give possession of the Site to the Contractor. 30th January 2017

Clause 8.1 Principal supply items

The Principal is supplying the following items for inclusion in the contract Works.

Loose Furniture

Landscape Planting

Clause 8.3 Nominated subcontractors

The Principal is not nominating any subcontractor to carry out any work or to provide goods or services.

Clause 8.4 Separate contractors

The Principal is engaging the following separate contractors to carry out the following work on the Site.

Security and Alarm System Installation.

(Note - Airline IT installation, Ticketing counter installation, branding and signage will be undertaken concurrently under a separate contract)

Clause 8.6 Contractor design

The Contractor must carry out design work for the following items.

Nil

Clause 10.1 Prime Cost Sums

There are Prime Cost Sums included in this Contract. They are listed in the Tender Summary.

Clause 10.1 Provisional Sums

There are Provisional Sums included in this Contract. They are listed in the Tender Summary.

Clause 10.2 Contingency Sum

There are no Contingency Sums included in this Contract.

Clause 11.2 Time for completion

Time from date Contractor is given possession of the Site for Contractor to achieve Practical Completion of the Contract Works:

18 Weeks

Clause 11.3 Construction programme

The Contractor is to supply the construction programme:

Time: 10 Working Days after notice of acceptance of Tender.

Clause 12.1 Contractor's application for Practical Completion

A Contractor's Application for Practical Completion is required. The form for this is Schedule E1. *Contractor's application for Practical Completion.*

Clause 12.3 Separate Sections

There are no Separate Sections.

Clause 13.1 Defects Notification Period

12 months

Clause 14.1.2 Fluctuations

Fluctuations are not allowed.

Schedule **B1**

Specific conditions

B1

Clause 14.1.2 Off Site Payments

Offsite payments are not allowed.

Clause 14.2.3 Retentions

10% of the first \$200,000.00; plus
5% of the next \$800,000.00; plus
1.75% of any amount in excess of \$1,000,000.00
Maximum \$200,000.00

Release of Retentions

40% of the retentions are payable when Practical Completion has been achieved.

Clause 14.10 Liquidated damages

Liquidated damages apply to this Contract
Rate: \$250.00 per calendar day.

Clause 14.11 Bonus for early completion

There is no bonus for early completion.

Clause 15.1 Final Payment Claim

Time after Practical Completion for the Contractor to submit the final Payment Claim.
Time/Date: Three months from the date of achieving Practical Completion.

Clause 17.5 Appointment of an arbitrator

President of the Arbitrators and Mediators Institute of New Zealand Inc.

The following special conditions modify the general conditions:

Clause 2.2.2

Further to clause 2.2.2's method of handling ambiguities between sections of the Contract Documentation the order of precedence shall be as follows:

- a) Special Conditions of Contract
- b) General Conditions of Contract
- c) Drawings/Plans
- d) Contract Specifications
- e) Schedule of Prices including any quantities given

In addition to c) the following shall also apply:

- Figured dimensions on drawings shall take precedence over scaled dimensions
- Drawings to a larger scale shall take precedence over drawings to a smaller scale
- Drawings showing particular parts of the Contract works shall take precedence over drawings for general purposes.

Clause 3.1.1b.

Delete Clause 3.1.1b. and replace with;
Provided within 1 month maximum of the date of acceptance of tender

Clause 7.3.1

Delete Clause 7.3.1 and replace with;
"The Principal shall arrange for the searching of records to determine the existence and position of pipes, cables and other utilities on or about the site. The Principal shall indicate only the position of the following utilities that it has control over; sewer, stormwater and water, in the Contract Documents.

Cause 4.7.1

Additional documentation required at practical Completion;

Prior to Practical Completion the Contractor shall submit to the Architect for his or her consent the as-built drawings and operation and maintenance manuals prepared in final form sufficient for the Principal to operate, maintain, adjust, and reassemble the Contract Works (except for the Temporary Works). The Architects consent shall not be unreasonably withheld.

Subclause 11.5 (f) Delete Subclause 11.5(f) and replace with;

f. Allowance for Weather Sufficiently Inclement shall be Working Days

subject to the following:

- The Contractor shall advise the Architect as soon as it considers weather is interfering with progress. Wet days shall be agreed with the Architect on the day in question. No extensions of time or inclement weather will be considered if this procedure is not followed.

Clause 12.1.4 Add the following requirements under Clause 12.1.4.
It is a requirement that prior to the issuing of a Certificate of Practical Completion the Contractor shall provide to the Architect “As-built drawings” which are approved by the Architect as required by clause 4.7.1. Practical Completion will not be back dated.

**Airport operations
and Staging of the
works**

The Timaru Airport terminal will remain operational for the duration of the Contract Works.

Normal Air New Zealand operations will require that passenger and staff access to the building, passenger check-in, exit to the tarmac, exit to the carpark and baggage handling remain functional.

Passengers and staff will also require access to the existing toilets.

Tarmac operations including baggage loading and unloading, aircraft re-fueling, de-icing, and safety provisions must also remain functional.

Accordingly the contractor is required to coordinate with the principal and agents to ensure the required operations can be carried out with minimal disruption whilst building work progresses.

Note that the building functional requirements are specific to the period of time normally required by flight operations and that outside of these times the contractor will have full access to the building.

The proposed staging of the contract works is as follows;
Note this does not represent sectional completion.

Stage 1

Construction of the new Baggage Claim and Baggage Handling area's and new storage area and alteration works to the existing baggage handling and Air NZ office spaces. The existing entry and exit doors will remain operational during this stage.

Stage 2

Construction of the new building Entrance and Exit structure and Airside entrance. The new baggage claim area will function as the passenger entry and exit and a temporary remote baggage claim facility will be provided externally to the building.

Interior works including structural strengthening, new wall and ceiling finishes, feature walls, floor coverings and redecoration can occur progressively during both stages of the work and are the responsibility of the contractor to programme into the construction programme.

Schedule **D1**

Contractor's performance bond

D1

Contract: Timaru District Council Airport
Location: Timaru
Principal: Timaru District Council
Bond Sum: \$

This Deed is made on

Date:

by

Contractor: <Principal>

of:

and

Sureties:

of:

It is made in the following circumstances:

The Contractor has entered into a Contract with the Principal to carry out and fulfil the obligations imposed on the Contractor by the Contract.

The Contract requires the Contractor to provide the Principal with security in the form of a bond to ensure performance of the Contractor's obligations under the Contract.

By this deed

The Contractor and sureties are jointly and severally held and bound to the Principal in the bond sum and bind themselves, their successors and assigns jointly and severally for the payment of that sum.

The condition of this bond is that it will 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 Defects Notification Period 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 Defects Notification Period 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 Defects Notification Period or the termination of the Contract; or
- d. a Practical Completion certificate has been issued in respect of the Contract Works in accordance with Section 12 Practical Completion clause 12.1.

EXCEPT as provided for as above this bond will be and remains in full force and effect.

The sureties will 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;

Schedule D1

Contractor's performance bond

D1

- c. by any allowance of time by the Principal or by the Architect appointed by the Principal under the Contract;
- d. by any forbearance or waiver by the Principal or by the Architect in respect of any of the Contractor's obligations or in respect of any default on the part of the Contractor.

This bond is governed by New Zealand law.

Signed by

Signed _____ *Date*

Print name of person authorised to sign

In the presence of

Signed by witness _____ *Date*

Print name of witness authorised to sign and occupation

Address

Signed by

Signed _____ *Date*

Print name of person authorised to sign

In the presence of

Signed by witness _____ *Date*

Print name of witness authorised to sign and occupation

Address

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 clauses 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.

Contractor's application for Practical Completion

Contract: Timaru District Council Airport

Location: Timaru

Issued by

Contractor:

To

Architect: DLA Architects Limited

Notes

The Contract requires the Contractor to apply to the Architect, notifying the date the Contractor considers Practical Completion will be achieved.

The notice must detail any work the Contractor and the Architect have agreed to defer and the period of deferral.

The Architect will then decide whether the Contract Works have achieved Practical Completion

Application

We consider the Contract Works will qualify for Practical Completion on:

Deferred parts of the Contract Works

In accordance with clause 12.1.1, the following are parts of the Contract Works we have agreed to defer and the period of deferral.

Deferred work	Period of deferral
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Signed by

Signed

Date

Print name of person authorised to sign

Schedule E3

Practical completion certificate

E3

Contract: Timaru District Council Airport
Location: Timaru
Principal: Timaru District Council
Architect: DLA Architects Limited

Practical Completion

Practical Completion means that the Contract Works or a Separate Section of them attain Practical Completion when:

- a. they are able to be used for their intended purpose without material inconvenience;
- b. they have generally been built in accordance with the Contract documents;
- c. they are complete except for:-
 - minor defects and minor omissions for completion during the Defects Notification Period;
 - omissions and defects which the Architect becomes aware of during the Defects Notification Period;
 - any undiscovered, latent or other defect or omission which the Architect could not have reasonably discovered;
 - work which the Architect and the Contractor have agreed to defer for completion during the Defects Notification Period, or such later date as agreed between the parties.
- d. Information and warranties listed in the Specific conditions have been provided.

This certificate

This is to certify that in accordance with clause 12.1, the Contract Works have been inspected and qualified for Practical Completion on <Practical Completion Date> .

The Defects Notification Period as detailed in clause 13.1 commenced on this date and continued for a period of <Period of Continuation> .

The Architect has used all reasonable care and skill in the preparation of this Certificate.

It is provided in accordance with and subject to clause 1.3.1 Architect's role, sub-clause c.

This certificate is provided to the Principal and Contractor only, and for the purposes set out in this Contract. It is not to be used by the Principal, the Contractor, or any other person, for any other purpose. No waiver of this clause by the Architect shall be effective unless it is in writing.

Issued by

Signed

Date

Print name of person authorised to sign

Schedule E4

Defects liability certificate

E4

Contract: Timaru District Council Airport
Location: Timaru
Principal: Timaru District Council
Architect: DLA Architects Limited

End of Defects Notification Period

The Architect is required to issue a defects liability certificate. Clause 13.3.1 states that: The Architect must issue a defects liability certificate to the Principal with a copy to the Contractor when in relation to the Contract Works or a Separate Section of them:

- a. the Defects Notification Period has ended; and
- b. deferred work and omissions have been completed; and
- c. all defects have been corrected.

This certificate

This is to certify that in accordance with clause 13.3, for the above named Contract Works the Defects Notification Period has ended, all deferred work and omissions have been completed and all defects have been corrected.

The issuing of this certificate does not affect the Contractor's liability to fulfil any obligation in the Contract which remains unperformed or not properly performed.

The Architect has used all reasonable care and skill in the preparation of this Certificate.

It is provided in accordance with and subject to clause 1.3 Architect's role, sub-clause c.

This certificate is provided to the Principal and Contractor only, and for the purposes set out in this Contract. It is not to be used by the Principal, the Contractor, or any other person, for any other purpose. No waiver of this clause by the Architect shall be effective unless it is in writing.

Issued by

Signed

Date

Print name of person authorised to sign

Schedule F1

Specific conditions of insurance

F1

Contract: Timaru District Council Airport
 Location: Timaru
 Principal: Timaru District Council
 Contractor

Minimum insurance requirements

These are minimum requirements and the Principal and/or Contractor are free to arrange whatever additional insurance protection they may require. These insurance arrangements do not limit or alter any indemnities as contained in the general conditions.

1. Contract Works insurance

The Principal shall effect insurance in the joint names of the Principal, the Contractor and subcontractors.

	Amount
1.1 The amount insured must be at least as much as the original Contract Price including Temporary Works, plus each of the following amounts. Where there is no agreed Contract Price, the amount must be at least as much as the estimated cost of the Contract Works, plus each of the following amounts	\$<0.00>
a. An amount for items, to be included in the Contract Works which are not included in the Contract Price	\$<0.00>
b. An amount for Variations that the Architect may direct during the Contract period	\$<0.00>
5% of the Contract Price as described above	\$<0.00>
<or alternative %> % of the Contract Price as described above	
c. <i>Clause Deleted</i>	
d. An amount for professional fees and similar costs, including as appropriate, architects, engineers, clerks of works and inspectors	\$<0.00>
5% of the Contract Price as described above	\$<0.00>
<or alternative %> % of the Contract Price as described above	
e. An amount for the Cost of demolition, disposal and preparation for replacement work	\$<0.00>
10% of the Contract Price as described above	\$<0.00>
<or alternative %> % of the Contract Price as described above	
f. An amount for increased construction costs incurred as a result of loss or damage.	\$<0.00>
5% of the Contract Price as described above	\$<0.00>
<or alternative %> % of the Contract Price as described above	
<i>To be completed irrespective of whether the Principal or the Contractor is insuring</i>	
<i>Delete provisions which do not apply</i>	
<i>Amounts are exclusive of Goods and Services Tax</i>	

Schedule F1

Specific conditions of insurance



The insurance shall make provision for automatic change of cover for items (a) to (f) above, to provide insurance for any additions to or deductions from the Contract Price which occurs after acceptance of the tender or other offer.

Where appropriate, the insurance shall include cover for

- Testing and commissioning
- Earthquake to the full sum insured
- Partial handover/occupation by the Principal, where required by the contract
- Flow on damage as a result of faulty materials, workmanship or error and omissions in design

Deductible in Contract Works insurance arranged by the Principal.

\$<0.00>

2. Existing structures

2.1 The Principal shall arrange insurance for loss or damage to the Principal's existing structures and contents arising out of the performance of the Contract Works.

The existing structures are: -

Timaru Airport Terminal Building.

Deductible in existing structures insurance arranged by the Principal

\$<0.00>

3. Public liability insurance

3.1 The Contractor shall effect insurance in the name of the Contractor.

The insurance shall be effected for an amount not less than:

\$5,000,000.00

Where appropriate, the insurance may be required to confirm to include cover for

- | | |
|---|--------------|
| a. Vibration, removal of support – Minimum* | \$250,000.00 |
| b. Forest & Rural Fires Act – Minimum* | \$250,000.00 |
| c. Fire fighting costs – Minimum* | \$250,000.00 |
| d. Punitive & exemplary damage | |
| e. Use of mobile plant | |
| f. <i>Clause deleted</i> | |
| g. Use of explosives | |

**For items (a), (b) and (c) an insurer will normally limit cover to around \$250,000.00. Specify where a greater amount is required*

4. Motor vehicle third party liability insurance

4.1 The Contractor shall effect insurance in the name of the Contractor

The insurance shall be effected for an amount not less than:

\$30,000,000.00

5. Construction Plant

5.1 The Contractor shall effect insurance in the name of the Contractor on all construction plant with a value greater than:

\$10,000.00

6. Contractor arranged professional indemnity insurance

6.1 There is no design work for which this insurance is required.

7. Duration of the insurance

- 7.1 The insurances in Schedule F1 for the Contract Works, existing structures, Motor vehicle third party liability, Public liability and Construction Plant must:
- a. begin by the earlier of either the date as stated in the Specific Conditions for the Contractor being given possession of the Site, or when the Contractor commences work;
 - b. continue until the date of issue of the Practical Completion Certificate and notification from the Principal that the Principal has taken over the risk; and then
 - c. continue to cover loss or damage and liability risks arising from the carrying out of deferred work and work required to remedy defects until such work is completed.
- 7.2 If the Principal does not arrange to take over the risk on the date of issue of the Practical Completion Certificate, or a Practical Completion Certificate for a Separate Section which is an independent structure, the Principal must reimburse the Contractor for the cost of providing insurance for the period from the issue of the certificate until the risk has been taken over by the Principal.
- a. If the Principal decides to occupy all or part of the Contract Works, the Principal must effect insurance to cover any loss or damage resulting from the occupancy and to cover those parts of the Contract Works the Principal occupies.
 - b. if the Contractor is responsible for insuring the Contract Works, the insurance must continue to cover damage to areas of the Contract Works the Principal occupies for loss or damage to them arising from the carrying out of deferred work and work required to remedy defects until such work is completed.

8. Insurance requirements

- 8.1 The insurances that the Contractor or Principal arrange under the Contract must meet the following requirements:
- a. The insurance must include a provision that a default by one insured does not prejudice the rights of the other.
 - b. The insurance must include a waiver of the insurer's right to subrogation against the insured parties.
 - c. The insurance must operate as if separate policies had been issued to each of the insured parties other than in relation to the amount of insurance available.
 - d. The insurer or insurers and the insurance contracts must be acceptable to the other parties, but those parties must not be unreasonable in agreeing to the arrangements.
 - e. They must not be able to be cancelled or changed without the consent of the parties

Schedule F2

Confirmation of insurance – Contract Works

F2

To whom it may concern

From:

We confirm having effected Contract Works insurance for:

Contract: Timaru District Council Airport

Location: Timaru

Principal: Timaru District Council

Contractor:

The sums insured are:

Contract price	\$
a. Items to be included in the Contract Works	\$
b. Variations	\$
c. Increased costs due to fluctuations	\$
d. Professional fees	\$
e. Costs of demolitions	\$
f. Increased costs as a result of loss or damage	\$
g. Existing Structure	\$
Total sum insured	\$

The policy deductibles/excesses are:

Non earthquake (including GST)	\$
Earthquake (including GST)	\$
Other - <Please specify > (including GST)	\$

We advise that "additional" terms, copy attached, have been specifically applied to this project. Yes / No

Policy cover terms included are:

a. Automatic reinstatement	Yes / No
b. No cancellation for non-payment without prior notification	Yes / No
c. Severally insured	Yes / No
d. No settlement delay due to exercise of subrogation	Yes / No

Project specific policy Yes / No

Confirmation of insurance – Contract Works

Construction period

Defects Notification Period

(both subject to alteration under construction contract)

Annual run-off policy

Yes / No

Annual cut-off policy

Yes / No

Policy expiry date

Testing and commissioning period.

Yes / No

Flow on damage as a result of faulty materials, workmanship or errors & omissions in design

Yes / 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.

The insurance issued is subject to the terms and conditions of the policy.

Insurance Company

Insurance company stamp or name of insurance broking company confirming cover

Signed

Date

Print name of person authorised to sign

Print title of person authorised to sign

Schedule F3

Confirmation of insurance – Public liability

F3

To whom it may concern

From:

We confirm having effected public liability insurance for:

Contract: Timaru District Council Airport

Location: Timaru

Principal: Timaru District Council

Contractor:

Annual policy	Yes / No
Policy expiry date	
The limit of indemnity	\$
Sub limit insured for vibration, removal or weakening of support	\$
Sub limit for Forest & Rural Fires Act	\$
Sub limit for fire fighting costs	\$
The deductible/excess is (including GST)	\$
Deductible/excess for vibration, removal or weakening of support (including GST)	\$
We advise that "additional" terms, copy attached, have been specifically applied to this project.	Yes / No
The policy cover liability arising out of: -	
The ownership/use of construction machinery not required to be registered for road use	Yes / No
The use of hired plant	Yes / No
The ownership/use of watercraft up to 8 metres	Yes / No
The ownership/use of aircraft	Yes / No
The use of explosives	Yes / No
Policy cover terms included are: -	
Automatic reinstatement	Yes / No
No cancellation for non-payment without prior notification	Yes / No
Severally insured	Yes / No
No settlement delay due to exercise of subrogation	Yes / No

Confirmation of insurance – Public liability

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.

The insurance issued is subject to the terms and conditions of the policy.

Insurance Company

Insurance company stamp or name of insurance broking company confirming cover

Signed

Date

Print name of person authorised to sign

Print title of person authorised to sign

Schedule **F4**
Confirmation of insurance
Motor vehicle third party liability



To whom it may concern

From:

We confirm having effected motor vehicle third party liability insurance for:

Contract: Timaru District Council Airport

Location: Timaru

Contractor:

Annual policy Yes / No

Policy expiry date

The sums insured are: -

Section 2 liability \$

The deductible/excess is (including GST) \$

We advise that "additional" terms, copy attached, have been specifically applied to this project. Yes / No

Policy cover terms included are: -

Automatic reinstatement Yes / No

No cancellation for non-payment without prior notification Yes / No

Severally insured Yes / No

No settlement delay due to exercise of subrogation Yes / 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.

The insurance issued is subject to the terms and conditions of the policy.

Insurance Company

Insurance company stamp or name of insurance broking company confirming cover

Signed _____ *Date* _____

Print name of person authorised to sign

Print title of person authorised to sign

Confirmation of insurance – Construction Plant**To whom it may concern**

From:

We confirm having effected construction plant insurance for:

Contract: Timaru District Council Airport

Location: Timaru

Contractor:

Annual policy Yes / No

Policy expiry date

The sums insured are: -

Schedule of Construction plant and equipment attached \$

The deductible/excess is (including GST) \$

We advise that "additional" terms, copy attached, have been specifically applied to this project. Yes / No

Policy cover terms included are: -

Automatic reinstatement Yes / No

No cancellation for non-payment without prior notification Yes / No

No settlement delay due to exercise of subrogation Yes / 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.

The insurance issued is subject to the terms and conditions of the policy.

Insurance Company

Insurance company stamp or name of insurance broking company confirming cover

Signed

Date

Print name of person authorised to sign

Print title of person authorised to sign

Schedule G1

Warranty agreement

G1

Contract: Timaru District Council Airport
Location: Timaru
Contractor:
Principal: Timaru District Council
Warrantor: <Warrantor>
Warranted works: <Warranted works>
Warranty period: <#> years from the date of Practical Completion of the Contract Works.

Preamble

The Principal has entered into a Contract (the Contract) with the Contractor for carrying out the Contract Works. The warranted works are part of the Contract Works.

The Contractor has agreed to arrange for the provision of a warranty in respect of the warranted works for the warranty period on the terms set out in this warranty.

The warrantor has agreed to provide a warranty in respect of the warranted works for the warranty period on the terms set out in this warranty.

It is agreed

The warrantor warrants to the Principal that the warranted works shall be as required in the Contract.

If not specified, the works shall comprise of materials and fittings of merchantable quality and be undertaken in accordance with good trade practice.

This warranty shall be in addition to, and shall not derogate from, any manufacturer's warranty or any warranty implied by law, attaching to any part of the warranted Works.

1. Warrantor's obligations

- 1.1 The warrantor agrees that if the warrantor is advised by the Principal in writing within the warranty period of any defect in the warranted works for which the warrantor is liable under the terms of this warranty, the warrantor will promptly take steps to remedy the defect.

2. Remedial Work

- 2.1 Any work which the warrantor is liable to undertake shall be carried out:
- to the standard required by the Contract; and
 - in a prompt and timely manner; and
 - without unnecessary inconvenience to any occupants; and
 - at the warrantor's cost; and
 - subject to reasonable access being provided to the warrantor for the purpose of carrying out the work.

3. Repair and/or compensation

- 3.1 Where the cost of replacement of work and / or materials is out of all proportion to the consequences of the defect, or where the defect may not be reasonably capable of rectification without substantial expense which is out of all proportion to the cost of the Contract Works, the warrantor may:
- where the defect may be reasonably rectified by repair rather than by replacement, the warrantor's obligation under this warranty shall be only to repair or otherwise make good the defect; or
 - propose reasonable monetary compensation in lieu of remedying the defect; or

c. propose a combination of both repair and compensation.

3.2 The Principal must consider the warrantor's reasonable proposals and the parties must endeavour in good faith to reach agreement. Where agreement cannot be reached, the dispute shall be resolved in accordance with the disputes clause in this warranty.

4. Failure by warrantor to perform remedial work

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

4.2 The Principal must first give the warrantor 10 working days notice to carry out and complete the work. If the warrantor does not do this within the time, the Principal must then advise the warrantor in writing that the work will be carried out by other Persons.

4.3 In such event the warrantor is not released from obligations under this warranty, which continues in full force and effect, except in respect of the defect remedied by the Principal or by another person contracted by the Principal.

4.4 The reasonable cost of remedial work carried out by such other persons including all reasonable costs of the Principal is to be paid to the Principal by the warrantor on demand.

5. Exclusions

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

- a. wilful act or negligence of the Principal or any person other than the warrantor; or
- b. fire, explosion, earthquake, war, subsidence, slips, faulty materials or workmanship other than caused by the defect in the warranted work; or
- c. any force of nature which the warrantor could not reasonably foresee; or
- d. any neglect or unnecessary delay by the Principal in giving notice to the warrantor of a defect in the warranted Works becoming apparent; or
- e. design faults, errors or discrepancies, unless the warrantor undertook the design of the part of the warranted works the subject of the defect; or
- f. unintended use of the warranted works by the Principal or any occupant thereof; or
- g. failure by the Principal or any occupant thereof to maintain the warranted works in accordance with good practice and any manufacturer's stated or recommended instructions or requirements.

6. Assignment

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

7. Disputes

7.1 Any dispute between the Principal and the warrantor arising out of this warranty is to be referred to arbitration before a sole arbitrator. If within 15 working days of notice of dispute, the Principal and the warrantor cannot agree on a single arbitrator, either party may request the president of the Arbitrators & Mediators Institute of New Zealand to appoint an arbitrator.

8. Notices

8.1 Notices given to the warrantor are deemed to have been effectively served on the warrantor if given in accordance with the Contract.

Schedule G1

Warranty agreement



Signed by the Warrantor

Signed _____ *Date*

Print name of person authorised to sign

In the presence of

Signed by witness _____ *Date*

Print name of witness authorised to sign and occupation

Address

Signed by the Principal

Signed _____ *Date*

Print name of person authorised to sign

In the presence of

Signed by witness _____ *Date*

Print name of witness authorised to sign and occupation

Address

NOTE – Where the Warrantor is not the Contractor the Warranty agreement must be executed by both the Warrantor and the Principal in the manner required for execution of a deed.
Where any of these parties are a company the Warranty must be executed by having it signed, under the name of the company, by two or more directors. If there is only one director, it is sufficient if the Warranty agreement 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. Where any party is a body corporate the warranty agreement must be executed by affixing the body corporate seal, which must be attested in the manner provided for in the clauses of, or applicable to, the body corporate deed.
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 **G2**

Security for off site goods or materials

G2

Issued by:

Contractor:

Subcontractor

To

Principal: Timaru District Council

In respect of

Contract: Timaru District Council Airport

Location: Timaru

Preamble

The Contract provides, subject to certain conditions: NZIA SCC 2016 Section 14 Payments Clause 14.2.2, for payment to be made for goods that are not on the Site.

We (Contractor/Subcontractor) advise that the manufacture/supply of the goods or materials detailed in the schedule below is intended to be used as part of the Contract Works.

We warrant that the Contractor/Subcontractor has authority to manage, identify, store insure and to arrange, together with the Principal, the registration of a Financing Statement of the security interest of the Principal in the goods or materials on the Personal Property and Securities register complying with the requirements of the Personal Properties Securities Act 1999.

We undertake to arrange insurance of the goods/materials for their full value while they are off site in the name of the Principal.

We agree to store securely, free of charge, the said goods or materials at the premises identified below. The goods or materials will be set apart, clearly marked as the property of the Principal, managed in accordance with the instructions given by the Architect and transported to the Site when required at no cost to the Principal.

The Architect will be given free access to inspect the goods or materials during normal working hours for the purpose of certifying payment for them.

Location

The premises where the goods or materials will be stored are located as follows:

Address:

Schedule

The following are the goods or materials referred to above:

Number/Details of goods or materials

Signed by

Signed

Date

Print name of person authorised to sign