Request for Expressions of Interest

Nelson City Centre Development Opportunities

APPENDICES

CONTENTS

Appendix 1 – REOI Process details

Appendix 2 - REOI Administration

Appendix 3 – REOI Terms and Conditions

Appendix 4 – REOI Form of Response

Appendix 5 – REOI Definitions

Appendix 6 – Site Details

APPENDIX 1

REOI PROCESS AND TERMS IN DETAIL

1.1 Contact Details

Nelson City Council contact person:	Lisa Gibellini, Strategic Housing Adviser lisa.gibellini@ncc.govt.nz

1.2 Guidance to Respondents

REOI administration and next steps:	Appendix 2
REOI Terms and Conditions:	Appendix 3

1.3 Your Response

You must respond in the form sought in:	Appendix 4
Size limit for responses (20MB):	10 A4 pages, five A3 pages (excluding CVs of Key personnel and Financial Statements). Each CV should not exceed two pages in length.
Response format required:	one PDF copy

1.4 Timelines

You must ask questions before:	3pm on 19 August 2024, NZDT
You must submit your EOI by:	5pm on 9 September 2024, NZDT
Respondents notified whether or not they are a shortlisted party by:	11 November 2024

1.5 Terms of Agreement

Nelson City Council may negotiate an agreement for sale (or lease in the case of 3 Halifax Street) with a developer after the EOI or RFP process. The agreement may:

a. Require the developer to complete construction of the development approved by the Council (as vendor) by December 2028; and

b. Require the developer to demolish or deconstruct any of the buildings on the land; and

c. Require the developer to relocate existing Council services (if any) under the land; and

d. Require the developer to grant the Council registered easements in gross for any Council services and overland flow paths on the land; and

e. Prohibit the developer from assigning its rights and obligations under the agreement to any person without the prior consent of the Council; and

f. Provide Council with an option to purchase the land for the amount paid to it by the developer if the developer has not entered into an unconditional contract with a building company to construct the development by December 2028; and

g. Be conditional on Council cancelling any existing leases or licenses to occupy the sites; and

h. Be conditional on Council, or a Council officer delegated by the Council, approving the sale of the land and the terms and conditions of the agreement; and

i. Otherwise be on such terms and conditions required by Nelson City Council.

APPENDIX 2

REOI ADMINISTRATION

- **Due date for Responses**

Responses to this REOI are due by the closing date given in Section 1.4 of Appendix 1. NCC reserves the right at its sole discretion to extend the closing date for responses.

- **Format of Responses**

EOIs must provide the information set out in Appendix 4. The EOI must be signed by a duly authorised representative of the Respondent.

- **Submission of Responses**

EOIs are to be submitted via Government Electronic Tendering System (GETS) or Council's contact person.

- **Enquiries and Communications**

All communications relating to this REOI, or requests for clarification or further information, should be directed to the Council's contact person or via GETS.

All requests for clarification or further information must be received by the time and date given in Section 1.4 of Appendix 1. Any requests received after this time and date may or may not be responded to, at NCC's sole discretion.

You must not make any public statements regarding this REOI, without prior written consent of NCC. Unauthorised public statements by you about this REOI may, at NCC's sole discretion, lead to your disqualification from this REOI process.

- **Evaluation**

NCC will consider the information provided by the Respondent in response to the matters set out in Appendix 4.

APPENDIX 3

REOI TERMS AND CONDITIONS

- **Acceptance of Terms and Conditions**

By submitting an EOI, the Respondent accepts the terms and conditions set out in this Appendix.

- **Status of Request for Expressions of Interest**

Neither this REOI nor the REOI process shall create any contractual, equitable or other obligations on NCC or any right in favour of an interested Respondent that is enforceable against NCC. In particular, and without limitation, this REOI is not a contractual offer.

NCC is not bound to appoint any Respondent as a Shortlisted Party and NCC may or may not proceed to a Request for Proposal process.

If there is any conflict or inconsistency between the terms and conditions set out in this REOI and the terms contained in any EOI, the terms and conditions set out in this REOI shall prevail.

- **Confidentiality**

NCC is subject to the provisions of the Local Government Official Information and Meetings Act 1987 (LGOIMA). If a Respondent considers that specific information in its EOI is confidential, it may mark it as “Commercial: In Confidence”. It is not acceptable that the entire EOI is marked as such.

However, NCC cannot guarantee that information marked “Commercial: In Confidence” will not be disclosed, as NCC may be required by law to disclose such information.

- **Nelson City Council as regulatory authority**

This REOI is issued by NCC in its capacity as owner of the sites. Nothing in this REOI shall be deemed to amount to a consent, approval or permit by NCC in its capacity as consent authority under the Resource Management Act 1991, Building Act 2004 or any other Act which relates to the development of the sites, or a representation or warranty that any such consent, approval or permission shall be issued.

- **Collection of information**

Each Respondent authorises NCC to collect any information from the Respondent and relevant third parties (such as referees) and to use that information as part of its consideration of the EOI.

- **Conflicts of interest**

Each Respondent must disclose any actual or potential conflict of interest (whether real or perceived) in relation to the matters covered by this REOI.

- **Information complete and accurate**

By submitting an EOI, each Respondent warrants that all information provided by it to NCC in, or in relation to, the EOI is complete and accurate in all material respects.

- **Respondents to inform themselves**

NCC makes no representation and gives no warranty as to the accuracy or completeness of any information that is or will be provided by or on behalf of NCC in connection with the REOI process. NCC accepts no liability on account of errors in any statements made in this REOI document and each Respondent must rely on its own enquiries and due diligence.

- **Cost of responding**

Each Respondent shall be responsible for all costs associated with preparing and submitting the EOI.

- **Notification of Request for Expressions of Interest outcome**

The Shortlisted Parties (if any) will be advised if they have been selected to submit a proposal in an RFP process. NCC will notify all unsuccessful Respondents to this REOI if they have not been invited to participate in the next stage of the process by the date listed in Section 1.4.

- **Exclusion of liability**

To the extent permitted by law, NCC and NCC's employees, contractors and agents will not be directly or indirectly liable (whether in contract, tort or otherwise) for any damage, loss or cost arising from, or in connection with, this REOI.

- **Rights reserved by NCC**

NCC reserves the right in its sole discretion to:
- reject all or any of the EOI;
- seek further details or clarification from a Respondent about any aspect of its EOI, provided that NCC will not be obliged to seek the same details or clarification from each Respondent; and
- alter timelines (including those in Section 1.4 of Appendix 1 of this document);
- negotiate with an EOI respondent without the need to go through an RFP process.

Governing law

This REOI is governed by New Zealand law and each Respondent submits to the exclusive jurisdiction of the New Zealand courts as to all matters relating to this REOI.

APPENDIX 4

REOI FORM OF RESPONSE

A response to this REOI shall contain the following information:

Contact details and Respondent information

- Trading name
- Legal name
- Name of Directors
- Address for service

Respondents representative

- The Respondents representative (primary contact person) when submitting this EOI
- Contact phone number
- Contact email
- Postal address

Proposal

Please provide the following details about your proposal:

- What the proposed development and use(s) of the development are
- Whether the proposal is for owner/occupier use or investment/leasing to third parties and if the later the current status of tenant pre-commitment
- How the proposal will result in city centre activation
- How the proposal leverages the infrastructure and civic amenity investment of the Council planned for the city and the specific development opportunity afforded by the site(s).
- Please include a design statement outlining how the design of the building and layout of the site achieves the Councils objectives of city centre revitalisation and/or inner city living. This would be assisted by providing concepts/visualisations of the development proposal, although this is not a requirement.

Timeline

Please outline your proposed timeline for purchase of 42 Rutherford Street and 25 to 27 Bridge Street or lease in the case of 3 Halifax Street (including the proposed term of lease) and then the timeline for building and resource consent approvals, construction and occupation of the development relevant to the availability of the site(s) specified in Section 2 and the objectives for completion outlined in the Terms of Agreement in Appendix 1.5.

(required response information is continued on next page)

Specified information about the Respondent:

NCC requests that Respondents provide the following information in their EOI:

Relevant experience

Details of at least three specific relevant developments undertaken in the last five years (within New Zealand or overseas) of similar scale, complexity and approach to the requirements stated in this REOI, where the Respondent has acted as the developer.

State how the objectives of the past relevant developments are similar to NCC's objectives for the purchase and development of site(s) and explain how the knowledge gained from those prior developments can be utilised and transferred to purchasing and undertaking a development at the site(s)

Statement of the relevant expertise/experience of any designers or contractors that the Respondent would use.

Financial and delivery capability

Information to demonstrate that the Respondent has the capacity to fund the purchase of the site(s) and to undertake a development on the land.

Provide a letter from the principal lender to illustrate there is sufficient support to fund the development proposed.

Provide a letter from the Respondents accountant indicating the debt and equity structure and confirmation of net assets.

Names of related bodies corporate and a structure diagram showing the companies within the group and ownership of the Respondent.

Please list all current developments the Respondent is committed to including the location and value of each development.

Track record

Provide details of Respondent's performance in successfully undertaking and completing the developments referred to above (Relevant Experience).

Provide references from previous and/or current clients/projects, stating the nature of the project, approximate monetary value and duration of the work.

Provide details of any of your directors or major shareholders who have been personally declared bankrupt, or have been directors or shareholders of a company placed in receivership or liquidation (provisional or otherwise).

Provide details of any relevant potential, or pending legal actions and legal action against the Respondent in the last five years.

(required response information is continued on next page)

Proposed team

Provide a statement of competence and CVs of the Respondent's development team (including identifying who the Development Manager is), the key personnel proposed (including any consultant and construction teams) for undertaking a development at the site(s), with particular regard to the skills and experience in delivering similar developments.

Validity of Respondents response

All respondents submitting a response to this REOI are required to complete and sign a declaration confirming the information given to NCC in response to this REOI and any other documents provided as part of the response to this REOI are true and correct in all aspects. The declaration form is available for download on GETS and Shape Nelson.

APPENDIX 5

REOI DEFINITIONS-What do common terms in this REOI mean?

City Centre revitalisation

Nelson's city centre plays a critical role in our region's social, cultural and economic heart. We want our city to be an exciting destination for people – for residents to live, businesses to succeed, great places for visitors – a purposefully excellent place. An increase in city residents is seen as a vital step towards the city's revitalisation. At the 'street' level, more residents and visitors would add life and activity, improve security, support and stimulate business activity, and lead to improved use of major facilities and services. Te Ara ō Whakatū – the pathway for Whakatū Nelson – is a guide to moving our city centre and fringe further on its journey to becoming a people-first place, full of dynamic activity and spaces people want to be. For more details on the vision and projects planned to revitalise Nelsons city centre refer Te Ara ō Whakatū - City Centre Spatial Plan

The Council can't achieve revitalisation of the city centre alone and acknowledges this will need private sector support and investment. This EOI process is a result of feedback received at the City Centre Revitalisation Summit https://shape.nelson.govt.nz/city-revitalisation-summit that Council needs to use any surplus property in the city centre to leverage private commercial and residential investment to assist with city centre revitalisation.

Commercial activity

A building, or portion of any building used for display, offer, provision, sale or hire of goods, equipment or services. It includes shops, showrooms, restaurants, cafes, professional offices, commercial and administrative offices.

Mixed use

Development projects may be classified as "mixed-use" if they provide more than one use or purpose within a shared building or development area. Mixed-use projects may include any combination of housing, office, retail, service, hospitality, recreational, or commercial components.

Residential

The use of a building by people for living accommodation where the occupiers of the site generally refer to the site as their home and permanent address.

APPENDIX 6

SITE DETAILS

Ceritficates of title, easements and services maps are available for download on GETS or Shape Nelson.