

Competition procedures

1. Competition process

The Competition is being run in two stages. The stages are as follows:

Stage 1

This is a design-led submission to demonstrate how your entry responds to the brief. While the entrants will be judged on their design excellence and their response to the brief, the ability of your team to deliver a financially viable project will also be considered.

At the end of Stage 1, three teams will be selected to progress to Stage Two. In addition, the organisers may pick a small number of schemes that show exemplar design solutions to use in its publicity for the new urban village and the rebuilding of Christchurch/Otautahi.

In the unlikely event that none of the Stage 1 submissions meet minimum expectations, the organisers reserve the right not to proceed to Stage 2.

Stage 2

The three entrants selected for Stage 2 will work with the organisers to progress their concepts to developed design stage.

The winning entry will be selected on the quality of the developed design and on the financial offer, including the value of the land and the terms of the development agreement for the site. It is expected the financial offer and agreement for each design may be slightly different and will be reflected in the judging criteria for Stage 2.

While not being involved in the commercial marketing of the winning scheme, the organisers may promote the design aspects of the shortlisted schemes.

2. Submission requirements

Stage 1 Submission:

- a. The entries must be received before the closing date and time.
- b. All entries are to be submitted electronically via the website www.newurbanvillage.org.nz
- c. The entrants must agree to the competition conditions.
- d. The following documents are to be submitted in PDF format:
 1. A proposal summary which in no more than 250 words provides a precise your proposal highlighting what you see as its key points
 2. Up to three (3) drawings (in landscape format suitable for printing at up to A1 size) that will communicate your entry and be suitable for use in a public exhibition. The documentation must include your entrant reference number (issued by the organisers) and must not contain any team logos, names or other identifying features. The drawings should incorporate as a minimum:
 - i. Sketches or diagrams showing the concept design principles.
 - ii. Site plan indicating building layouts, communal and private external spaces, utility/services spaces, access routes.
 - iii. Cross sections to illustrate relationships within the development and the street.
 - iv. Contextual graphic showing relationship of the development within the existing neighbourhoods to the north, east and south, and the relation of the development with the Frame to the west.
 - v. Contextual information as to how your proposal responds to the Central Christchurch Recovery Plan.
 - vi. An illustration of the development viewed from Latimer Square.
 - vii. An illustration of the development as viewed from the north (Armagh or Madras streets).
 - viii. Schedule of accommodation for all spaces and floor plans for each of the proposed dwelling types.

- ix. Identification of where private, communal, semi-public or public spaces within the development will be.
- x. Identification of the features which contribute to sustainability.
3. In no more than 16 sides of A4, a written design and feasibility Statement in PDF format. The documentation must include your entrant reference number (issued by the organisers) and must not contain any team logos, names or other identifying features. The statement should incorporate as a minimum:
 - i. Design statement and rationale.
 - ii. A phasing diagram and proposed indicative timeline for the development.
 - iii. Indicative above ground construction costs with supporting information on assumptions used.
 - iv. For the schedule of accommodation (item b) viii above) an indicative range of sale values and assumptions.
 - v. Completed outline feasibility document (This will be available on www.newurbanvillage.org.nz by 27 November 2012).
4. In no more than 10 sides of A4 uploaded in PDF format, please provide, a list of team members, a team capability and experience statement, references and initial thoughts on the partnering proposals within the brief and on how this project can be delivered. This document needs to include your Competitor number but may also include company names, logos and other relevant information.

Stage 2 submissions:

The organisers will develop the submission requirements for Stage 2 with the finalists. As a minimum they will contain:

- i. Detailed/developed design drawings and design statements.
- ii. Delivery programme.
- iii. Marketing and identity proposals.
- iv. Financial offer including land price.
- v. Agreement on the wording for the Development Contract.

It is expected that key design team members will have a permanent presence in Christchurch/Otautahi for this stage of the competition.

3. Evaluation process and criteria

Stage 1

- Entries will be validated against the entry criteria
- Valid entries will be issued to the judges electronically before the final adjudication meeting.
- The judging panel will be led by the Chairperson with the Organiser's Project Manager present to record the results
- The judges will consider each entry under the following headings:
 - **Viable** – the development must be commercially feasible and support the local and regional economy.
 - **Affordable** – cater to the needs and budgets of a wide range of Christchurch residents.
 - **Liveable** – meet current and future lifestyle needs of its residents, foster strong community connections through a balance of private and public spaces, and enhance the surrounding neighbourhood.
 - **Sustainable** – resource-efficient in design, construction and over the life of its use, and responsive to the local climate and ecology.

- **Enduring** – promote excellence in earthquake-resilience, safe and healthy design, and be adaptable and enduring for generations to come.
- **Distinctive** – the form and function of the development is well connected to, and enhances the local context, and provides a strong identity and sense of place.
- **Innovative** – the best ideas are used and creatively enhanced to deliver exceptional 21st century Central City living.
- **Deliverable** – design concepts can be practically delivered by teams with the necessary experience, skills and resources to complete the project.

I have lived in the central city for 12 years. A mix of parks and buildings incorporating residential, offices and shops would be a good mix

Bevan, Share An Idea



Competition rules

1. Entry fees and payments

- i. There is no fee to enter the competition.
- ii. The organisers have no responsibility or liability for any costs incurred in the preparation for, and participation in, all stages of this competition.
- iii. The organisers will contract with the three selected finalists to develop the concepts from Stage One into a detailed design and development proposal in Stage Two.
- iv. The organisers will provide a contribution of NZ\$20,000, excluding GST towards each of the finalist's costs for Stage 2.
- v. Payment will be made one month after the closure of Stage 2.
- vi. Should a finalist withdraw during Stage 2 or not submit a bona-fide Stage Two submission no contribution will be made to that finalist.

2. Registration, entry and submission

- i. All entrants must register to obtain the competition documents.
- ii. Registration and receipt of the documents does not create an obligation to enter.
- iii. All entries must be received on or before the closing date.
- iv. All dates and times are New Zealand/Aotearoa dates and times.
- v. It is the entrant's responsibility to ensure the competition entry arrives intact and before the deadline.
- vi. Entries must be submitted electronically in PDF format.
- vii. Non-complying entries may be disqualified.
- viii. To the extent permitted by law, the organisers will not be liable for any loss or damage whatsoever, (including but not limited to direct or consequential loss) or for personal injury as a result of participation in the competition or winning a competition prize.

- ix. Entrants agree that the team members' names listed in the competition entry form submitted to the organisers is final. Changes to entrants shall only be permitted with prior approval of the organisers.

3. Feedback to competitors and publicity of outcome

- i. Entrants shall not use any information from their entry for publicity or marketing while the competition process is ongoing, without prior approval of the organisers.
- ii. Each entrant upon their request will be provided with feedback on their entry at the discretion of the organisers. The judges' report will be made available on the competition website.
- iii. In the unlikely event that none of the Stage 1 submissions meet minimum expectations, the organisers reserve the right not to proceed to Stage 2.
- iv. In the unlikely event that none of the Stage 2 submissions meet the minimum design and financial expectations the organisers reserve the right not to award an overall winner of the competition.

4. Intellectual property and copyright

- i. Entrants own the intellectual property and copyright in their designs and associated material, processes, formulae, information and anything contained in their entry to the competition.
- ii. Upon registration for the competition, each entrant grants the Council and MBIE a royalty-free licence to use their designs and associated material for the purpose of promoting the competition's purpose and objectives, and reporting on the competition.
- iii. Each licence granted will cease:
 - For all entrants that are not chosen as finalists, or whose entry has not been chosen for use in publicising the project, 12 months after the public announcement of the Stage 1 results; and
 - For finalists, entrants whose material has been chosen for use

- in publicising the project, five years after competition entry.
- iv. The organisers reserve the right to publicise the competition entries in sufficient detail for the design and innovation of those entries to be evident to the public.
- v. The organisers retain all rights in terms of announcement of results and publication of competition outcomes.
- vi. Each entrant confirms that the new intellectual property and the pre-existing intellectual property will not infringe any intellectual property or other rights of any third party.

5. Naming of competition winner

- i. The judges' decision will be final and no correspondence will be entered into, except regarding a breach of these terms and conditions.
- ii. It is the intent that the winning scheme will progress to construction and occupation. The Minister for Canterbury Earthquake Recovery's written approval will be required to develop the site in accordance with section 176(1) (b) of the Resource Management Act 1991.
- iii. The organisers will not be party to, or liable in any way for, any commercial arrangements that the winning entrant must enter into to complete the project, including purchase of the property.
- iv. The organisers will be entitled to use all valid licences for promotional purposes and will require, free of charge use of any logo or other marketing material within any marketing, hoardings or other materials prepared by the winner as part of their on-going development of the project.
- v. In the event that the winning scheme is built, the organisers will retain the publicity rights for the period up to three years after the practical completion of the development.

6. Documentation management

- i. The information submitted by finalists in Stage 2, and any selected material from all Stage 1 entries incorporated in promotion material, will be retained

by the organisers as part of the official record. The balance of the submitted material will be disposed of no later than 18 months after the formal announcement of the finalists.

- ii. The organisers expect to exhibit a selection of entries in whole, or in part, in other contexts during the course of the promotion of the design competition. This material will be retained by the Christchurch City Council and the Ministry of Business Innovation and Employment as part of the official record. Any subsequent public use will subject to normal copyright requirements.

7. Contact with the organiser

- i. During Stage 1 of the competition all contact with the organisers is to be via the Competition website. For specific queries please contact the organisers at newurbanvillage@ccc.govt.nz
- ii. Please note that all answers to questions which are not of a commercially confidential nature will be shared via the competition website's FAQs.
- iii. Entrants shall not, without prior written permission, contact or canvass; elected representatives (central or local government), crown agencies, lobbyists, or the judging panel in regards to any matters pertaining to this competition.

8. Restriction on participation

- i. This competition is open to the public provided there is no conflict of interest, as described in clauses 8(ii) and (iii) below.
- ii. Where the entrant's firm has staff or direct family members employed by or seconded into the Christchurch City Council, the Ministry of Business Innovation and Employment, the Canterbury Earthquake Recovery Authority and Te Rūnanga supporting organisations or sponsors, this interest must be declared. The organiser may request further information on these relationships to satisfy themselves that there is no conflict of interest.
- iii. Any firm, family member or associate of the individuals in the judging panel will be deemed to

have a conflict of interest and will be ineligible to compete or assist with any entry.

- iv. Each entrant acknowledges that he or she has no knowledge of any conflict of interest in participating in the competition.
- v. Each entrant confirms that the entrant's team includes, as a minimum, a developer and a suitably qualified designer.
- vi. Where an entrant does not have a Canterbury-based representative at the closing of Stage 1 they are to include an explanation as to what steps they are taking to gain such representation and an undertaking that should they be considered for Stage 2 they will have this representative integrated into their team prior to the commencement of Stage 2.

9. Official information

- i. All competition entries provided to the organisers become official information and may be the subject of requests for information under the Official Information Act 1982 and Local Government Official Information and Meetings Act 1987.
- ii. The organisers will treat all information in accordance with the Privacy Act 1993. However, by entering the competition, competitors agree that their names, details and entries may be disclosed for promotional purposes after the judging panel's decisions have been announced. This will be at the end of the competition for Stage 2 entrants and at the end of Stage 1 for all other entrants.

10. Dispute resolution

- i. This competition will be considered and be governed by the Laws and general practices of New Zealand.
- ii. In the case of a dispute:
 - Entrants are to notify the organisers in writing of the nature of their dispute.
 - The Judging Panel Chairperson will negotiate in good faith to resolve all differences and disputes arising between them concerning the competition.
 - If a dispute cannot be resolved within 14 days, then any party

may initiate mediation to resolve a difference or dispute by giving written notice of that intention to the other party or parties.

- The mediator shall be agreed on by both parties, but if the parties cannot agree on a mediator within 7 days after the date the mediation has been initiated then the mediator shall be determined by the head of the New Zealand chapter of Lawyers Engaged in Alternative Dispute Resolution (LEADR). Before the mediation begins the parties and the mediator will sign a mediation agreement.
- If the difference or dispute has not been settled within 20 business days of the appointment of the mediator, or within a period agreed in writing by the parties, then either party may refer the matter to arbitration under the Arbitration Act 1996.

11. Definitions

In these terms and conditions, the terms below have the following meanings:

Entrant - means the firm, individual or group of firms who have come together to submit an entry to this competition.

Development Agreement - means the agreement to be entered into between the Stage 2 winner and the Christchurch City Council, and other parties yet to be determined, to clarify all aspects relating to the purchase and development of the site and timing of payment and development of the project.

Intellectual Property - includes but is not limited to copyright, concepts, designs, drawings, specifications, templates, plans, studies, reports, information, data, software, source code, common law rights and documentation, including goodwill associated with any of them.

New Intellectual Property - means all intellectual property rights collated, collected, prepared or created by an entrant during the Competition but not including Pre-existing Intellectual Property.

Pre-existing Intellectual Property - means all intellectual property rights owned by an entrant or any third party, prior to the commencement of the competition, and provided or used by an entrant during the challenge.