

Kelly Rooke

From: Ralph Fouche
Sent: Monday, 18 April 2011 12:57 p.m.
To: Gary McLean; Kelly Rooke
Subject: FW: Authorisation to Enter a Contract - Kaipara District Council

Hi

Please immediately print this email and staple it to the front cover of the contract docs. Also put a copy of this email into the project file Gary.

Regards
Ralph

From: Andrew Caseley
Sent: Sunday, 17 April 2011 5:43 p.m.
To: Ralph Fouche
Cc: Tania Williams
Subject: Authorisation to Enter a Contract - Kaipara District Council

Under the Management Authority Matrix I am empowered to enter into contracts up to \$10m USD's.

The recently won Kaipara District Council Professional Services Contract falls within my authority but because I was unable to attend the signing of the contract (on 13 April 2011) I delegated authority (on my behalf) to Ralph Fouche to sign the contract on behalf of MWH New Zealand Limited.

This E - Mail is to confirm the authority delegated and will be attached to both the project file and the signed contract (MWH copy) as evidence of the authorisation provided.

Andrew Caseley



BUILDING A BETTER WORLD

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Original

Kaipara District Council



Provision of Professional Services

Contract No 666

March 2011

Prepared by Morrison Low and Associates Limited

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SECTION 1

CONDITIONS OF TENDERING

Introduction

Kaipara District Council seeks tenders from suitably experienced and qualified consulting engineers for the provision of professional services as set out in this request for tenders.

Kaipara District Council seeks to appoint **a trusted advisor** who will assist the Council in becoming **the best little Council in New Zealand**

Kaipara District Council is looking to develop a long term collaborative relationship with the successful Tenderer, where Kaipara District Council and its consultants:

- work enthusiastically in an integrated team culture to achieve community outcomes
- develop an understanding and knowledge of each others business based on compatibility of organisational values, openness and mutual respect
- work positively together to balance the need to reduce costs whilst ensuring that value is enhanced
- willingly share information and ideas
- rigorously pursue opportunities for improvement
- address issues arising between them in a timely and constructive manner

The Tender has been separated into four work sections to reflect the divisions of engineering advice and assistance required by Council.

- Roading & stormwater
- Water & wastewater
- Refuse
- Resource Consent applications

Tenderers may submit a tender for some or all of the work sections and Council reserves the right to award the contract as a whole or in parts.

Tenderers should also be aware that Council's intention is to find the most efficient and cost effective way to procure engineering services. Council considers that some of the services provided under this contract are likely to be able to be delivered more cost effectively and efficiently by network maintenance contractors and over time Council is likely to transfer these functions to the network maintenance contractors.

Council has clearly signalled which functions these are in the Scope of Services.

Term and contract

The contract with the successful Tenderer shall be for a period of three years with an option for Council to extend the period by two periods of one year.

The Terms and Conditions of Contract shall be the ACENZ/IPENZ General Conditions of Contract for Consultancy Services (Second Edition, January 2005).

Tender documents

The Tenderer is advised to make itself fully familiar with the Tender Documents. The Tender Documents comprise:

Section 1	Conditions of Tendering
	Form of Tender
	Health and Safety Requirements
Section 2	Conditions of Contract
Appendix A	Scope of Services
Appendix B	Fees, Expenses and Payment
Appendix C	Client's Representative
Appendix D	Consultant's Key Personnel
Appendix E	Sub-Consultants
Appendix F	Clients Hazard identification and Notification
Appendix G	Information supplied by the Client

Together with any Notices to Tenderers

Tenderers should note that to reduce the size of the Tender documents Appendix G is a separate document.

Each Tenderer shall be deemed to have examined the Tender Documents and any other information supplied in writing and to have satisfied itself as far as is practicable for an experienced consultant before tendering as to the correctness and sufficiency of its tender for the services required and of the prices stated in its tender.

Any information whatsoever provided by Kaipara District Council to Tenderers has been provided to assist Tenderers in preparing Tenders and in carrying out the Services but the Kaipara District Council does not represent or warrant the completeness or accuracy of such information

Should the Tenderer require any additional information or if the Tenderer is in any doubt as to the meaning of any of the Tender Documents then clarification should be requested in writing and only from Dan Bonifant (Kaipara District Council Representative).

Tender Documents issued to each Tenderer for use in the preparation of tenders shall remain the property of Kaipara District Council at all times.

Confidentiality

The Tender Documents together with all other information, drawings and documentation whatsoever concerning the proposed services and the project shall be kept strictly confidential by the Tenderer and shall not be disclosed to any third party except for the purpose of preparing a tender. Tenderers shall ensure that any such third parties also keep confidential any information disclosed to them.



All discussions and correspondence between the Tenderer and Kaipara District Council shall be kept confidential at all times except for the purpose of preparing a tender.

Communications with tenderers

All communications in relation to this Tender must be directed to Dan Bonifant (Kaipara District Council Representative) unless otherwise advised. The contact details are as follows:

Telephone	09 523 0122
E-mail address	d.bonifant@morrisonlow.com

No communications shall be made with any representative of Kaipara District Council, or its advisers, except with the prior written consent of Dan Bonifant, or any person acting on his behalf.

No communication to Tenderers by Kaipara District Council or its employees, agents or consultants will be effective unless and until it has been either notified to all Tenderers or to one Tenderer.

Notices to tenderers

Kaipara District Council reserves the right to make amendments to the Tender Documents prior to tender closing. All Tenderers shall be advised under this clause of any such amendments.

Any changes to the Tender Documents will be issued to all Tenderers by way of sequentially numbered Notices to Tenderers. Responses to requests for any further information from the Tenderers will be issued in writing either to all Tenderers by way of Notices to Tenderers or to an individual Tenderer.

If a request for additional information is, in the opinion of Kaipara District Council, solely as a consequence of a Tenderer's proposed methodology and other Tenderers do not require that information it will be provided only to the requesting Tenderer and not to others.

Submission of tender

Tenders shall be submitted in two envelopes as follows:

Envelope 1 comprising all tender information other than price and including:

- a) all information required by these Conditions of Tendering
- b) the completed Health and Safety questionnaire
- c) any interpretation or other statement other than price related affecting the tender

Envelope 2 comprising the tender price information and including:

- a) the Form of Tender correctly completed
- b) the completed Schedule of Prices

All prices shall be shown exclusive of GST.

Tenders must be sealed and clearly marked with:

- Contract name
- Tenderer's name
- Tenderer's address

and placed in the tender box at:

Morrison LowLevel 3, 27 Gillies AveNewmarket
Auckland

Tenders submitted for 1 work section shall be no more than 20 pages, Tenders submitted for 2 Work Sections shall be no more than 30 pages and Tenders submitted for 3 or 4 Work Sections shall be no more than 40 pages. The page limit excludes any relevant data, tender returns or company information submitted as an appendix (such as CV's and references). Tenderers are advised that there is no guarantee that such appendices will be read.

Tenderers shall ensure that Envelope 2 is clearly marked "Envelope 2 Price"

Tenders shall contain text in font no smaller than font size 11.

Tenderers shall submit 6 copies of their Tender.

Tenderers shall provide with their tender sufficient information for Kaipara District Council to assess their abilities, approach and performance for the attributes as specified.

The Form of Tender shall contain the full legal name and registered address of the Tenderer and shall be signed with the usual signature of the authorised person or persons.

The costs of preparing and submitting a tender shall be borne by the Tenderer.

Kaipara District Council may request any Tenderer to clarify and/or adjust any part of its tender.

If a tender contains any error in the extension of unit rates or in the summation of items such as to vary the tendered sum when corrected, and Kaipara District Council becomes aware of the error prior to acceptance of any tender, then Kaipara District Council shall draw the error to the attention of the Tenderer whose tender contains the error. Kaipara District Council may request the Tenderer to confirm either that its tender remains open for acceptance at the tendered sum notwithstanding the error, or to withdraw the tender.

Tenders received by electronic data transmission will not be considered by Kaipara District Council.

Tenders in whole or in part

A Tenderer may submit a tender for one or more parts of the scope of works or the entire scope of works.



Closing date and time

Tenders must reach the address noted above by 4.00pm on 10th December 2010. If the tender arrives after the latest date and time required for submissions it may be considered invalid.

However, Kaipara District Council reserves the right to extend the period allowed for the submission of the tender, at its sole discretion.

Alternative tenders

Alternative Tenders will only be considered if a conforming tender is submitted by the Tenderer. Kaipara District Council reserves the right to consider any alternative tenders, which fulfil Kaipara District Council's requirements. An alternative tender shall be submitted as a separate tender clearly identified as an alternative tender.

Tagged and non-conforming tenders

A non-conforming tender may be accepted or rejected at the sole discretion of Kaipara District Council.

Tenders submitted subject to tags, conditions or endorsement may be considered as alternative or non-conforming tenders. Kaipara District Council may at its sole discretion:

Evaluate or reject such tenders; or

- a) assign a price to any tag, condition or endorsement; or
- b) request the Tenderer to withdraw any tag, condition or endorsement without any adjustment to the tender price; or
- c) request the Tenderer to withdraw any tag, condition or endorsement with adjustment of the tender price provided that the adjustment is for an amount that would have been reasonably expected if the tender had been submitted without endorsement

Tender validity

Tenders received by Kaipara District Council may not be withdrawn or amended by the Tenderer after the Tender Closing Time (except for any amendments permitted by Kaipara District Council in accordance with this Invitation), and shall remain open and valid for acceptance by Kaipara District Council for 90 working days after (and excluding) the Tender Closing Time.

Tender opening

Tenders will be opened after the closing time without Tenderers present. Tender prices will not be made public or advised to Tenderers.



Tender evaluation

It is intended that tenders will be evaluated by Kaipara District Council against the requirements set out in this document. However, Kaipara District Council reserves the right to depart from such requirements at its sole and absolute discretion.

Tender evaluation panel

An Evaluation Panel of two Kaipara District Council Officers, and any advisors as required by Kaipara District Council, will evaluate the submissions in accordance with the tender evaluation process.

Tender evaluation method

Tenders shall be evaluated using a Price Quality Method taking non price attributes and price into account using the process described below.

1.14.2.1 Tenderers are required to submit tenders in two separate envelopes:

- Envelope 1 will contain all tender information other than price
- Envelope 2 will contain the tender price information

1.14.2.2 The evaluation of envelope 1 will be carried as follows:

- a) Each non-price attribute will be graded on a points basis from 0 (completely inadequate) to 100 (excellent).
- b) For each tender the points awarded will then be multiplied by the weight assigned to each non-price attribute and a Weighted Sum of Non-Price Attribute scores determined.
- c) The Weighted Sum of Non-Price Attribute scores will then be used to rank tenders from highest overall quality to lowest quality.
- d) The Weighted Sum Margin shall be the difference between a Tenderers Weighted Sum of Attribute scores and the lowest Weighted Sum of Attribute score.
- e) Any tender that does not meet the tendering authority's minimum quality threshold of 35 for any non-price attribute will be excluded from further consideration.
- f) Any tender that fails on health and safety or insurance attributes will be excluded from further consideration.
- g) Council will then determine the maximum additional price supplier quality premium over the price of the lowest quality tender of those acceptable in stage 1 that Council would be prepared to pay in order to secure each of the tenders of higher quality.
- h) The supplier quality premium will be calculated using the following formula:

$$\text{Supplier quality premium} = \text{contract estimate} \times \frac{\text{weighted sum margin}}{\text{Price weight}}$$



- 1.14.2.3 Following the evaluations it is intended that Tenderers may be invited to attend an interview/presentation with the Council, the purpose of which may include:
- meeting key personnel
 - clarifying any outstanding issues
 - discussing any tags
- 1.14.2.4 Following the interviews the non-price attribute scores will be reassessed taking into account any changes arising from the interviews/presentations.
- 1.14.2.5 Envelope 2 will then be opened and the supplier quality premium for each tender shall be subtracted from the Overall Tender Sum to obtain an Adjusted Price.
- 1.14.2.6 Subject to clause 1.14.2.7 the tender with the lowest Adjusted Price shall then be the preferred tender.
- 1.14.2.7 The Council reserves the right at its sole discretion to depart from the above methodology in the evaluation of tenders.
- 1.14.2.8 The following weightings will be used to evaluate the tenders:

Attribute	Weighting
Relevant experience and track record	20%
Technical skills and management skills	20%
Methodology	40%
Health and safety	Pass/Fail
Insurance	Pass/Fail
Price	20%

Tender contents

Tenders should be structured and include the information on the required attributes as set out below.

Part One – General

Introduction

The introduction to the tender should state that the Tenderer has read and understood all the terms and conditions contained in this document and that they have been complied with and will continue to be complied with.

Executive Summary

This section should comprise an overview of the Tenderer's approach and include:



- a summary of the major benefits which, in the opinion of the Tenderer, Kaipara District Council would gain from accepting the tender, including the Tenderers approach to the Contract.
- an overview of the Tenderer's capability to carry out the Works and details of any subcontractors which the Tenderer propose(s) to engage in connection with the tender
- confirmation that the tender covers all of the requirements of the tender documentation or otherwise expressly identifies those requirements which are not covered by the tender

Corporate Structure

This section shall include full details as follows:

- the street and postal address and a facsimile number for the Tenderer's main office and whether the Tenderer has any offices in Kaipara District or the Northland Region
- the corporate structure of the Tenderer (e.g. a partnership, a company, a joint venture or a consortium)
- if the Tenderer is a company, full names of all major shareholders of the Tenderer, including any beneficial shareholders who are not the registered shareholders. Tenderers must disclose any interest held by a Councillor, pending Councillor or employee of Kaipara District Council in their business, company or tender consortium
- if the Tenderer is a consortium or joint venture, the Tenderer shall submit suitable documentation demonstrating the basis of the consortium or joint venture agreement and indicating the lead company and any respective liabilities of the members of the consortium or joint venture. The liability of members of an unincorporated joint venture must be joint and several. Where one person has or will sign the tender and any subsequent contract on behalf of an unincorporated joint venture, the Tenderer shall submit written evidence of the authority from each joint venture party to sign on its behalf
- the number of administrative and operational staff employed by the Tenderer
- if the Tenderer is an overseas company and carrying on business in New Zealand, branch registration at the Companies Office

Subcontractors

Details of Subcontractors to be used in the provision of the Services shall be provided including the location of the main office of any sub-contractors. Such details shall include the services that will be provided by any Subcontractors.

Parts Two to Six below (inclusive) require detail relating to the Tenderer's business or company and shall include information about any subcontractors. Tenderers are also required to complete Section 2 – Appendix E providing details of each subcontractor.

Assumptions

Each tender should set out clearly any assumptions upon which it is based.

Part Two – Relevant Experience and Track Record

This section shall include the following details:

- Tenderers are required to nominate up to five recent similar or related projects that illustrate their ability as a company to provide the technical and non-technical expertise required to successfully complete the Services to Council's expectations.

Tenderers shall include the start date and period over which each project was undertaken, the value of the projects, if applicable, and the involvement in the project of key staff named in this tender

- A brief description of each of the nominated projects, together with the client contact person and telephone number
- Where staff named in this tender were not involved in the nominated projects, comment on how the experience of each will contribute to the success of this project
- Newly-formed companies shall state the name of the company for which the experience is claimed, the persons concerned, and their proposed responsibility in the provision of the Services
- A track record for each nominated project including
 - Compliance with quality standards
 - Completion to deadlines
 - Completion to budget
- Where more than five projects are submitted, only the first five will be considered for Relevant Experience and Track Record
- Details of at least three reference sites and the names/details of at least three referees who are able and are authorised by the Tenderer to comment effectively on the ability of the Tenderer to carry out the work covered in this contract

Part Three – Technical and Management Skills

• Technical Skills

This section shall include details of the Seconded Team to be based in Kaipara and the locations of technical personnel who make up the Core Team and Specialists. The technical skills of all such personnel shall be demonstrated by the provision of the following:-

Qualifications and Training

Qualifications and training in the development of technical skills together with their particular relevance to the Works.

Practical Experience

The length of relevant experience.

Previous Performance

Achievements in previous projects.

Focus and Commitment

The roles and responsibilities under the Contract for each person, together with an indicative estimate of their time commitment to the Services.

CVs for Nominated Personnel

CVs shall be provided for the Consultants Team Leader, Consultants Representative and the personnel who will provide day to day management of staff engaged in delivering services to Kaipara District Council.

CVs for Personnel whose technical skills are to be recognised shall be provided to Kaipara District Council only if requested.

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- **Management Skills**

This section shall include the names of the nominated management personnel who will be responsible for the Seconded Team, the Core Team and Specialists as well as the names and locations of any additional management personnel available for support.

The Tenderer shall describe the manner and mechanisms to be used to promote and manage a successful relationship with Kaipara District Council and its staff.

CVs for Personnel whose management skills are to be recognised shall be provided to Kaipara District Council if requested.

- **Management Systems**

Tenderers shall describe their company policies and systems relating to quality assurance and management, resource management, environmental management and sustainability.

- **Project Organisation**

A project organisation chart showing the structure and inter-relationship of all nominated personnel, including backup shall be provided.

- **Financial Management**

The Tenderer must describe how they propose to manage any cost forecasting and reporting required by the contract.

Part Four - Health and Safety

Tenderers shall supply the following health and safety information:

- A completed Tenderer Health and Safety Questionnaire.
- A list of the hazards identified by the Tenderer. The hazards identified by the Council are as set out in Section 2 - Attachment G. The list should incorporate the Council's list. Where the Tenderer considers a hazard identified by the Council is not relevant to the provision of the Services reasons should be given
- An outline of the Tenderer's Health and Safety Plan relevant to the completion of the Services and the way in which the Tenderer's obligations under the Health and Safety and Employment Act 2002 will be fulfilled. The outline should cover:
 - the way the Tenderer will manage risks and health and safety obligations that will be the Tenderer responsibility both as allocated under the contract and under the Health and Safety in Employment Act 2002
 - the name and relevant training, qualifications/work experience of the person whom the Tenderer proposes to appoint for the purposes of ensuring compliance, by those persons for whom the Tenderer is responsible, with all health and safety requirements
 - the Tenderer's accident and incident reporting and recording procedure in relation to significant events affecting the health and/or safety of any person under the Tenderer's supervision
 - the Tenderer's emergency programme for the handling of emergencies or imminent danger arising while performing the Services for the Council.

A completed Health and Safety Management Plan shall be provided by the successful Tenderer to Kaipara District Council within four weeks of acceptance of tender

Part Five - Methodology



This section should set out how the Tenderer proposes to ensure that the required outcomes and Key Performance Indicator target levels contained in the Contract are achieved. The information must cover as a minimum:-

- Reporting to Council and Council officers
- Cost Management
- Communications with Council, Council Officers and other stakeholders
- Communications with Council's network maintenance contractors
- Quality Management
- Proposed systems and processes
- How the Tenderer will provide efficient and cost effective processing of Resource Consent Applications
- Explanation of how the tender gives effect to the Councils Procurement Objectives that are set out in the Councils NZTA approved Procurement Strategy (a copy is provided in Section 2 - Appendix G)
- Key Performance Indicators – the Council has provided draft Key Performance indicators in Section 2 – Appendix B but would like Tenderers to suggest additional or replacement Key Performance Indicators that would provide a fair assessment of the consultants performance and help ensure that Councils objectives under the contract are met.

This section should also set out how the Tender ensures that Council will obtain value for money.

Part Six – Insurance

This section should include details of the Tenderers Professional Indemnity and Public Liability Insurances, including the name and address of the insurance company or other insurers that will provide the Tenderer with the insurances required under the Contract.

Part Seven – Notices to Tenderers

Please acknowledge receipt of all Notices to Tenderers

Part Eight – Price

This section shall include the completed schedule of fees for all the Work Sections that the tender is submitted for.

This section shall also include the Tenderers calculation of the Overall Tender Sum

The Overall Tender Sum will be used solely for the purposes of evaluating the Tenders and shall be calculated using the following process. Tenderers shall set out each part of the calculation in the Tender.

- a) An estimate for the annual cost of providing the services priced by hourly rates such as the General advice, technical reports and support shall be calculated for year 1 using the estimated hours for these work sections set out in Section 2 – Appendix G.
- b) An estimate for the annual cost of providing the services priced by set fees such as processing resource consent applications shall be calculated for year 1 using the estimated number of applications set out in Section 2 – Appendix G.

- c) An estimate for the annual cost of providing the services priced by percentage fees such as capital works shall be calculated for year 1 using the estimated capital works program set out in Section 2 – Appendix G.
- d) The annual cost of the providing the services priced by lump sums such as those for asset management, management of the network maintenance contract and contract management sections for year 1 will then be added to the estimated costs from (a), (b), (c) to give the Tender Sum for year 1.
- e) Steps (a) – (e) above will then be repeated using the tendered annual percentage increases to the monthly lump sums and rates, to give the Tender Sum for years 2 and 3.

Tenderers shall take into account that year 3 of the contract runs from 1 March 2013 until 30 June 2014 and the calculation of the Tender Sum for year 3 shall include the costs of delivering the services for the extra period of time. For hourly rate, fixed fee and percentage fees this shall be a prorated amount of a full year.

- f) The Tenderer's Adjusted Tender Sums for years 1, 2 and 3 will then be added to give an Overall Tender Sum.

The estimated quantities of work in Section 2 – Appendix G are provided solely for the purposes of calculating the Overall Tender Sum to enable the evaluation of the Tenders and are in no way indicative of the actual work that the Consultant will be commissioned to carry out under the contract.

Meetings with tenderers

Council will hold an open meeting for Tenderers on Wednesday 1 December at 1pm at the Council's offices in Dargaville to discuss the tender documents.

Tenderers will be expected to take their own notes at the meeting. However, any written information provided by Council at the meeting will be issued as a Notice to Tenderers.

Tenderers may be invited to meet with representatives of Council after the Tender Closing Time to make a presentation to Council relating to their tender. Please be prepared to take part in a question and answer session. The Tenderer may be requested to confirm in writing any statements made by the Tenderer during the meeting.

The representatives of the tenderers at any meeting shall be limited to the Consultants Team Leader, Consultants Key Representative and the personnel who will provide day to day management of staff engaged in delivering services to Kaipara District Council.

Council reserves the right to fully and openly discuss with any Tenderer it's tender or tenders, and negotiate and permit amendments to the offer comprised in the tender or tenders. Council also reserves the right to negotiate with any Tenderer to the exclusion of any other Tenderer.

Notification of acceptance

Unsuccessful Tenderers who have submitted tenders complying with the Tender Documents shall be notified by Council of the name of the successful Tenderer.



General conditions

Each Tenderer agrees and acknowledges that Kaipara District Council, in its sole discretion may:

- (a) accept any tender even though it may not be the lowest tender
- (b) award the contract in whole or in parts and if in parts to one or more consultants
- (c) reject any or all tenders, including the lowest tender
- (d) accept any tender at any time prior to the expiry of the Tender Validity Period
- (e) re-advertise for further or additional tenders
- (f) elect not to proceed to an evaluation of any tenders
- (g) waive any irregularities or informalities in the tender procedure or a tender
- (h) seek clarification of any aspect of information provided in any tender and seek further information from any Tenderer or other persons
- (i) amend the closing date for the submission of tenders or any other date referred to or implied or in this Invitation
- (j) meet with all or any of the Tenderers
- (k) negotiate with all or any Tenderers on any or all aspects of a tender
- (l) consider or reject or request variation to any tender
- (m) suspend or discontinue the tender process (in whole or in part) at any time for any reason, whether prior to or following the Tender Closing Time

If no tender has been accepted by the expiry of the Tender Validity Period, each Tenderer shall be notified in writing by the Kaipara District Council Representative whether its tender is or is not still under consideration.

Council shall not be required to give any reasons for the selection or rejection of any tender and no tenderer shall have any claim for any compensation or otherwise in relation to any rejection.

From the date a Tenderer has submitted its tender in accordance with the terms of these Conditions, the Tenderer shall not be entitled to assign, transfer or dispose of its rights and obligations under these Conditions to any person without the prior written consent of Council.

The provisions of this tender shall be governed by and construed in accordance with the laws of New Zealand.

Prior performance of tenderer

Notwithstanding discussions with referees nominated by the tenderer Council shall be entitled to contact any party who has previously engaged the Tenderer or any person associated with any such party, to discuss the work performed for that party.

The Tenderer consents (for the benefit of such party) to Kaipara District Council or its representative approaching that party without reference to the Tenderer.

Electronic documents

Electronic copies of the Tender Documents are available from the Kaipara District Council Representative.

In the event of any conflict between the printed copy of this tender document and any electronic copies of the Tender Documents the original printed copy of the Tender Documents shall prevail.

Form of contract agreement

The successful Tenderer will be required to execute an agreement on the Form of Contract Agreement.

No legal or other obligation shall arise between the Tenderer and Kaipara District Council through either the Tender Documents or the tender process except when the Contract Agreement is entered into between the successful Tenderer and Kaipara District Council.

Indicative timetable

Activity	Date
Tender advertised	17 November 2010
Tender documents available	22 November 2010
Open meeting with Tenderers	1 December 2010
Tender period closes	10 December 2010
Tender evaluation	December 2010 – January 2011
Meetings with Tenderers (if required)	Week Beginning 20 December
Contract awarded	End of January 2011
Contract commences	1 March 2011



FORM OF TENDER

KAIPARA DISTRICT COUNCIL
42 Hokianga Road
Dargaville

Tender for : Professional Services
Contract Number: 666

We/I have examined the tender documents (the RFT) for the Professional Services as above dated November 2010.

We/I agree to be bound by the Terms and conditions of the RFT and understand that no legal or other obligations shall arise between ourselves and the Council in relation to the conduct or outcome of the tender process unless and until that Tenderer has received written notification of the acceptance of its tender.

We/I offer to supply the services in accordance with the RFT and our tender for the price set out in the Contract Price Form (which includes our completed Schedule of Prices) as included in our tender or such amount as shall be determined in accordance with the contract documents.

We/I acknowledge receipt of Notices to Tenderers number [1] to [3] (inclusive). The requirements of the notices are included in this tender (including the price set out in the Contract Price Form).

We/I acknowledge that our tender is irrevocable and remains open for acceptance until three months after the closing date.

We/I attach the information required by the RFT.

We/I understand that the Council is not bound to accept the lowest priced or any tender received.

Our contact details for this tender are:

Phone (include code): 09 5804500

Fax (include code): 09 580 4515

Email: ralph.v.fouche@mwhglobal.com

Physical address: Building C, 600 Great South Rd,
Greenlane, Auckland.

Postal address (if different from physical address): P.O. Box 12941,
Penrose 1642
Auckland

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Tenderer's contact person:

Name: RALPH FOUCHÉ

Mobile phone (include code): 021 406063

NOTE: Please complete the checklist on the next page indicating which Work Sections have been tendered for

Tenderer: MWH NZ LTD

Dated: 10 DECEMBER 2010

Signed: Bouché.

Position: BUSINESS DEVELOPMENT + STRATEGY MANAGER



PLEASE COMPLETE AND SUBMIT THE FOLLOWING CHECKLIST WITH YOUR TENDER CONFIRMING WHICH WORK SECTIONS YOUR TENDER RELATES TO

Work Section		Tender Submitted
A	(i)	✓
	(ii)	✓
	(iii)	✓
	(iv)	✓
	(v)	✓
	(vi)	✓
B	(i)	✓
	(ii)	✓
	(iii)	✓
	(iv)	✓
	(v)	✓
C	(i)	✓
	(ii)	✓
	(iii)	✓
	(iv)	✓
D	(i)	✓
	(ii)	✓
	(iii)	✓

} Under sub-consultant

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HEALTH AND SAFETY REQUIREMENTS

Answers to all the following questions must be completed by the tenderer and returned with his tender.

1. Have you been issued with any prohibition or improvement notices by the Occupational Safety and Health Service of the Department of Labour during the last three years?

Yes/No No

If yes, provide evidence of improvements implemented following notice:

.....
.....
.....
.....

2. Have you been prosecuted for any offence under the Health and Safety in Employment Act 1992 or any associated regulations in the last three years?

Yes/No No

If yes, please provide full details including any penalties imposed and improvements implemented:

.....
.....
.....
.....

3. How many serious harm accidents have you reported to the Occupational Safety and Health Service of the Department of Labour during the last twelve months?

Zero

.....
.....

Provide evidence of improvements implemented following these accidents:

.....
.....
.....

4. Are you participating in "Workplace Safety Management Practices" or ACC Partnership Programme?

Yes/No No

If yes, provide a copy of certification.

If no, please provide a copy of your safety management programme/plan suitable for this contract?

I RALPH FOUCHÉ do declare that the answers given to all
[full name]

questions for and on behalf of MWH NZ LTD are true and correct.

SIGNED: Bouché TITLE: Business Devl + Strategy Manager

DATE: 9/12/10

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SECTION 2

CONDITIONS OF CONTRACT

Form of Agreement for Engagement of Consultant

THIS **AGREEMENT** is made the day of 2011

BETWEEN MWH New Zealand Limited ("Consultant")

AND Kaipara District Council ("Council")

It is agreed as follows:

1. **THE** Council engages the Consultant to provide professional Services set out in Appendix A and agrees to pay the Consultant as described in Appendix B and to undertake its other obligations as set out in this Agreement.
2. **THE** Consultant agrees to perform the Services on the terms of this Agreement.
3. **THE** following documents shall form the Agreement:

This Form of Agreement for Engagement of Consultant
Any Additional documents specified in the Special Conditions
The Special Conditions of Contract
General Conditions of Contract for Consulting Services
The Amendments to the General Conditions
Appendix A: Scope of Services
Appendix B: Fees, Expenses and Payment
Appendix C: Councils Representative
Appendix D: Consultant's Key Personnel
Appendix E: Sub-consultants
Appendix F: Clients Hazard Identification and Notification
Appendix G: Information supplied Council
The Conditions of Tender
The Consultant's Tender

Each item above shall prevail over any item appearing lower in the list where any conflict or ambiguity between them arises.

5. **THIS** agreement shall constitute the entire agreement between the parties hereto for the performance of the Services. This agreement supersedes all negotiations, representations and warranties except insofar as the same are expressly incorporated herein.



THE COMMON SEAL of KAIPARA DISTRICT COUNCIL was affixed in the presence of:



NAZILLA

Mayor

[Signature]

Chief Executive

SIGNED by MWH New Zealand Limited ("the Consultant"):

V. R. Fouché

Name of director

Bouché

Signature of director

13/4/11

Date

Name of director

Signature of director

Date

N

General Conditions

The Terms and Conditions of Contract shall be the ACENZ/IPENZ General Conditions of Contract for Consultancy Services (Second Edition, January 2005).

Special Conditions

The clause number refers to the ACENZ/IPENZ General Conditions of Contract for Consultancy Services.

5.1 Payment Timing

The time for payments shall be on the 20th of the month following the month of issue of the GST invoice.

6.2 Limitation of Liability

The maximum amount payable shall be \$2,000,000.

6.4 Duration of Liability

The duration of liability for each commission carried out under this Agreement shall be six years from the date of completion of that commission.

6.5 Insurance

The amount of public liability insurance required shall be \$5,000,000.

12.7 Notices

Client's Address:

Kaipara District Council
42 Hokianga Road
Dargaville

Facsimile N°

09 401 2137

Consultant's Address:

Facsimile N°

Amendments to General Conditions of Contract

1.1 Definitions

The Client is also referred to as the Kaipara District Council ("Council") in the Contract Documents. References to the Council and/or to the Consultant shall be construed accordingly.

Replace the General Conditions of Contract with the following;

- 9.1 The Council owns all New Intellectual Property developed under or in connection with this Contract on creation and owns every output of the Service of Deliverable unless otherwise agreed in writing by the Parties.
- 9.6 The Ownership of data and factual information collected by the Consultant and paid for by the Client shall be regularly delivered to the Client in electronic and hard copy formats. All electronic information shall be provided to Council in an editable format unless otherwise requested.

Add the following clauses to the General Conditions of Contract: -

13 Health and Safety Requirements

- 13.1** Kaipara District Council requires that all consultants and sub-consultants and their employees carrying out any work on behalf of Council meet safety standards as required by relevant legislation, Council policies, procedures and contractual requirements.
- 13.2** The consultant shall comply with and provide the relevant documentation as required below: -
1. The consultant will be required to provide a copy of their Health and Safety management plan for this specific contract.
 2. The consultant will nominate a person who will be responsible and accountable for Health and Safety Management.
 3. The consultant must be able to prove that all employees required to carry out any work under the contract have been adequately trained or have adequate knowledge and experience of the kind of work, plant or substances they may be required to do or use.
 4. The consultant will ensure that a safe work environment is maintained and safe work practices are followed at all times.
 5. The consultant shall maintain all machinery and plant used on or near the project site in safe working order at all times.
 6. The consultant and the consultant's employees shall comply with all relevant health and safety legislation.

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7. The consultant shall provide Council with their methods of hazard identification and control and provide a copy of their Hazard Register relating to this specific contract.
8. The consultant shall provide first aid facilities suitable and sufficient for the number of persons the consultant is employing on the contract.
9. The consultant shall have prepared emergency plans for all possible emergencies that may arise during the contract and provide proof that the consultant's employees have received information on these.
10. The consultant shall report all incidents, accidents, hazardous substance spills and discharges to nominated Health and Safety Officer as soon as possible and in any case no later than twelve hours after the incident.
11. The consultant will be responsible for providing safety equipment to an approved New Zealand standard, or its equivalent, to his/her own employees and ensure that this equipment is used or worn as required.
12. Where specialist equipment has to be used the consultant will provide proof that relevant training has been given in its correct use and/or the operators have relevant current certificates of competence as required by the Health and Safety in Employment Regulations 1995.
13. The consultant shall provide a list of all hazardous substances that the consultant will bring to any sites. The list shall show the form (ie. solid, liquid or gas), the hazard classification number, and the quantities of each hazardous substance.
14. The consultant has a duty to protect the public and all Council employees on or near the worksite from harm at all times.
15. The consultant shall notify in writing Council of all notifiable work due to be undertaken at least 72 hours before the commencement of any such works.
16. Council shall have the right to inspect the consultant's Health and Safety Management Programme at any time during the contract.
17. Where breaches of any of the items numbered 1 to 16 occur or the consultant is issued with an Improvement or Prohibition Notice by OSH of the Department of Labour and/or are prosecuted for a breach of any relevant legislation, Council will have the discretion to withdraw the contract in part or in full.
18. The Health and Safety Management component of this contract may be reviewed annually by Council
19. Should any site safety inspection reveal inadequate Health & Safety Management, Council reserves the right to stop work immediately by serving Notice on the Consultant.
20. Council reserves the right to seek amendments to this agreement at any time for the purpose of improved safety and health for all parties.

13.3 When on site, the consultant shall comply with and provide the relevant documentation as required below: -

1. The consultant shall park their vehicles in a designated car park.

2. At all times while on the site the consultant must comply with the provisions of the current and relevant safety and health legislation.
3. A list of hazards that the consultant may encounter on this site and the appropriate precautions to be taken in relation to them shall be obtained by the Consultant prior to entry onto the site.
4. The consultant must notify Council of any hazards the consultant will create while working on this site and the appropriate precautions that will be taken in relation to those hazards.
5. The consultant shall be responsible for his own security while on site.
6. The consultant shall report all accidents that they are involved in while working on the site to Council as soon as possible after the accident and in all cases no later than twelve hours after the accident.

The consultant shall be required to complete a Kaipara District Council accident report form for all reported accidents.

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APPENDIX A: SCOPE OF SERVICES

1. Introduction

1.1. Overall Objectives

The priorities identified by the community as part of the *Kaipara's Future Woking Together* process in 2003 are represented by the Kaipara Community Outcomes. These are as follows:

Sustainable economy Kaipara District has a diversified and sustainable economy that supports the well-being of its communities and residents.

Strong communities Kaipara District is built on strong communities where people have a sense of belonging and work together to shape their collective future.

Safety and a good quality of life Kaipara District is a safe place to live and raise a family, of life where people enjoy a good quality of life.

Special character and healthy environment Kaipara District is proud of and renowned for its beautiful healthy environment and sound management of natural resources, where residents enjoy a clean, healthy environment.

The Council and its staff are committed to realising the outcomes agreed with their community, which extend through the Long Term Council Community Plan (LTCCP) *Kaipara's Future Woking Together* and other planning processes. The Council expects that all persons, including consultants and contractors, engaged on Council activities will embrace its values, especially that of People First: Sensational Customer Service, and reflect them in all work carried out on Council's behalf, particularly when the community is directly affected.

Council want customers to feel that:

- They receive value from Council's services
- Council and its agents are able to see issues through the customer's eyes
- Council will implement the best solution for the long-term needs of the community
- Council will engage with them in balancing levels of service against affordability
- Council has robust and timely plans in place to meet the future needs of the district that are affordable by the community

We are looking for a well resourced consultant that has the expertise we need to deliver on time and can meet our objectives and outcomes for our communities.

1.2. Preamble

Council wish to engage a Consultant or Consultants who will actively work to make Kaipara "The Best Little Council in New Zealand by delivering the outcomes noted within strategic documents such as:

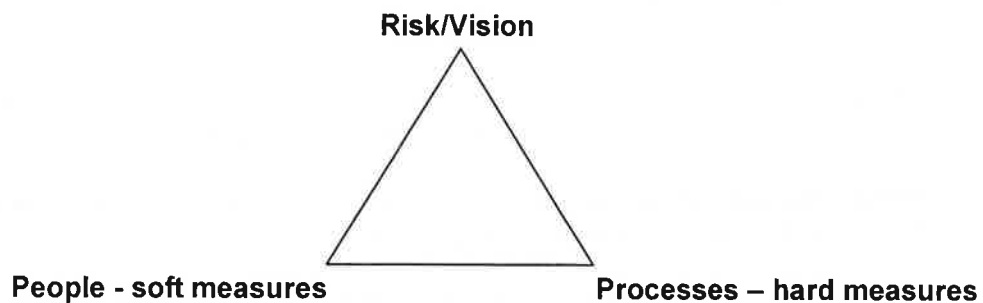
- *Kaipara's Future Woking Together*



- Asset Management Plans
- Mangawhai's Structure Plan
- District Plan

Council has an outsourcing approach and expects its Consultant's to take ownership over their areas of responsibility while behaving as competent Council Managers.

A high level of trust and integrity is required, as Council does not wish to duplicate resources by requiring multiple checks and audits. Instead work that is supplied needs to recognise Council's drivers, accountability and to continually demonstrate expenditure is optimised based on whole-of-life asset costs. This engagement can be reflected in the following model.



Working in partnership with the Council means understanding what Council need and assisting Council to deliver it.

The Consultant is expected to develop strong partnerships with the contractors they manage, Council and organisations with whom Council works based on responsibility, transparency and a proactive approach to delivering the best result for Council. This will extend into committing to Council's philosophy of **PEOPLE FIRST: Sensational Customer Service and becoming The Best little Council in New Zealand.**

The key role of the Consultant is to provide robust and timely advice to the Council, which can be considered within Local Government Act 2002 (LGA) processes and if agreed, assist the Council with scope, engagement with the community, development of plans that reflect long-term goals and then implementation. Accordingly, the Consultant will be expected to have appropriate knowledge and understanding of the LGA and subsequent amendments, as well as other relevant legislation.

1.3. Outline of Services Required

The services required under this contract comprise professional services in relation to Council's roading, water supply, wastewater and stormwater services, refuse, together with development engineering and the receipt, assessment and development of conditions in relation to resource consent applications. Typical work involves (but is not limited to):

- Providing high level policy advice and draft submissions on regional and national initiatives affecting Kaipara.
- Writing physical works contracts, tendering, evaluating and submitting draft reports for Council that include recommendations for award or operational changes which includes extensions to existing contracts where required. This work is to comply with NZ Transport Agency and Audit NZ requirements

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- Implementing, monitoring and administering physical works contracts for roading and water, waste water and stormwater including providing monthly accrual reports to assist Council's Finance, Assets and Regulatory Managers
- Working alongside Council to develop and review Annual Plans, Annual Reports, LTCCP's, AMP's, Business Plans and Engineering Standards
- Preparation of funding applications as necessary, including applications in accordance with the NZ Transport Agency Programming and Funding Manual,
- Management and processing of resource consent applications in accordance with the Resource Management Act 1991 (RMA) timeframes and Council's Values and objectives, policies and rules in the Operative District Plan and proposed District Plan. This includes pre-lodgement meetings, initial assessment of applications, reporting, attendance as appropriate at hearings and appeals, approval of engineering plans and works and survey plans, and status updates
- Ensuring Asset Management Plans (AMPs) remain relevant for the term of the contract, with emphasis on the long-term operating and capital needs to reflect improved asset information, updated valuations, and development throughout the district.
- Updating asset valuations including Land Drainage, Roading, the Three Waters, Parks and Reserves, Refuse, but excluding Forestry
- Ensuring Asset Databases such as Road Asset and Maintenance Management (RAMM) (includes Bridges), Signs, Slips, Crash Analysis System (CAS), Speed Limit Bylaw 2005, BizeAsset, Resource Consents, Water Takes and Monitoring. Discharges and Monitoring are updated on a monthly basis or as required, including any audits as noted in the Consultants Quality Plan
- Providing advice, information and input on draft reports as required by NZ Transport Agency, Ministry of Health, Northland Regional Council (NRC) or other statutory bodies relating to Council's roading, water and wastewater supply networks, including Land Transport On-line, Safety Management System (SMS), Resource Consents, Water Quality Monitoring, Road Safety Plan etc
- Monitoring and ensuring all activities/projects have appropriate consents, and reporting on those as required to Council, NRC and Ministry of Health.
- Monitoring and reporting as required on developments impacting on current or proposed (if vested) Assets, including reviewing and approving "Engineering Plans", inspecting works at suitable hold points, ensuring as-built information is received and entered into RAMM or BizeAsset, and relevant plans such as Stormwater Management Plans are updated
- Providing other specialist engineering or planning advice as required (for example, remedial work to wharfs, assessing development impacts, private plan changes and similar)
- Maintaining and building good relationships with stakeholders to ensure a competitive tendering market in the physical works area, avoiding duplication of investigative work innovation
- Attending working groups and committees on Councils behalf when required

The Consultant, the network maintenance and operations contractors and Council operate as a team which requires excellent communication between all parties. Council encourages innovation and proactive action in dealing with continuous improvements in the management of its assets. Adoption of efficient and effective methodologies is encouraged, provided this is done in consultation with Council.

1.4. Duration of Contract

The duration of the contract shall be from 1 March 2011 to 30 June 2014.

The Council may, at its sole discretion, extend the Contract for one year from 1 July 2014 to 30 June 2015 and by a further year from 1 July 2015 to 30 June 2016. The Contract will not be extended beyond 30 June 2016.

1.5. Physical Description

Council's roading, water, wastewater and stormwater networks comprise the assets listed in Section 2 – Appendix G. Full details of the assets are contained in the Asset Management Plans for each asset class. Tenderers should note that there are some additional developer built sewers at Mangawhai which are not currently in the AMP which are in the process of vesting in Council.

1.6. Consultants Team

It is important that the Consultant's Team has a proactive approach to maintaining services and does not rely on reacting to complaints to determine work activities.

The Consultant shall provide a Team to be seconded to Kaipara District Council. The seconded team will be responsible for the following:

- All day-to-day management of the roading and stormwater networks
- All day-to-day management of the water and wastewater networks
- Management of resource consent application processing
- Budget and expenditure oversight
- Pre Approvals/Approvals to connect to Councils infrastructural assets

The seconded team must therefore include

- Two engineers with experience in the management of the maintenance of roading networks and updating RAMM and other databases (qualified to STMS 1).
- An engineer with experience in water, wastewater and stormwater
- A Resource Consent Manager with experience in resource management planning
- A technical officer to support the roading, water, wastewater and stormwater engineers with expertise in updating databases including RAMM and BizeAssets.

Management of the seconded team will be undertaken by the Consultants Team Leader but otherwise the Seconded Team are expected to operate as a part of the Community Infrastructure Assets Team.

The Resource Consent Manager shall act as a "Gate Keeper" for all resource consent applications received by the Council, as well as those received prior to the commencement of the Contract and are either being processed or awaiting the supply of additional information requested from the applicant. In the latter case there are currently around 100 applications on hold.

The role of the "Gate Keeper" is to:

- Ensure there is commitment to Council's values in the processing of all resource consent applications
- Assess all applications upon receipt by Council and determine whether any further information is required
- Issue an appropriate notice within the legislated timeframe if any further information is required, including setting out the details of the further information required
- Distribute the applications to the relevant consultant personnel for processing, including clearly indicating the available timeframe
- Follow up as necessary to ensure that the legislated timeframes for processing are met, including reports for consent hearings and appeals
- Attendance as appropriate at consent hearings and appeals

The provision of a "Gate Keeper" is an acceptable solution to Council's requirements but alternatives will be considered. Details of any alternatives shall be included within tenders for consideration.

Any systems used or developed for the Seconded Team are to be fully compatible with Council's systems and be available for use by Council's staff at any time.

The Consultant shall also provide a core team which will be responsible for the delivery of all other services required under this Contract.

The core team must include, as a minimum,

- An engineer with the qualifications and experience to carry out the role of Engineer to the Contract
- An engineer with experience in the management of the operation and maintenance of roading, stormwater, water and wastewater systems
- Personnel with experience in managing and updating databases

In addition, the Consultant will be required to provide personnel with technical expertise in certain areas from time to time. These resources may be located anywhere in New Zealand, but must be available to carry out services under this Contract such that deadlines for work are not compromised

1.7. Training and Conferences

The Consultants Team is expected to attend the following conferences with Council

- Annual Ingenium Conference
- Annual Water and Wastewater Conference
- Road Safety Engineering Workshop – May 2011

The roading engineers in the Seconded Team are also expected to attend the Annual Conference on Low Volume Roads.

1.8. Performance Monitoring and Independent Audit

The Consultant shall establish monitoring systems and processes to enable the Key Performance Indicators included in Appendix B of the Contract to be monitored. The Consultant shall complete the Monthly Performance Evaluation Table and submit it with each monthly progress report.

Council will use an Independent Auditor to audit the Consultants performance by carrying out a detailed audit of the Consultants performance records and supporting data and using Council's own records as appropriate.

The first audit will take place in the 7th month of the Contract, and take into account the Consultants performance records for the first 6 months of the Contract. Audits will then take place every 6 months.

The auditor will provide an audit report to Council and the Consultant. Council will take the audit report into account when determining the Overall Performance.

The Consultant shall cooperate with the Independent Auditor and make available all records and information that he/she may reasonably require in order to carry out the audit.

Council may, at its sole discretion, from time to time carry out a peer review of the work of the Consultant. The Consultant shall cooperate with the Peer Reviewer and make available all records and information that he/she may reasonably require.

1.9. Quality Assurance

The Consultant for this contract shall have a documented Quality Assurance system with robust procedures and evidence that these have been externally audited and passed. The system shall be maintained for the duration of this contract.

A separate Contract Quality Manual and set of Quality System Procedures, approved by Council and based on the Consultant's company Quality Manual and Procedures, shall be established by the Consultant for this contract.

The procedures must include, in detail, the audit procedures to be adopted.

A copy of the Contract Quality Manual and Procedures shall be provided to Council prior to the commencement of the contract for his review. If required by Council, the consultant shall amend the Manual and Procedures, such that Council approval is obtained. Two copies of the approved Manual and Procedures shall be provided to the Council within 2 weeks of their approval. The documents shall be regularly reviewed and updated by the Consultant during the course of the contract.

The Procedures shall include, among other things,

- Work programming
- Monitoring systems
- Safety audits
- Recording systems
- Invoicing systems
- Internal checking and review systems
- Data security regime
- Emergency management

Separate Project Quality Plans shall be prepared by the consultant for each project, or if required by the Council, each stage of a project, undertaken under this contract. A copy of the Project Quality Plan shall be forwarded to the Council within 5 working days of the commencement of work on the project or stage of project.

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1.10. Risk Management

The Consultant, working with the contractor, shall identify and proactively manage all risks relating to Council's roading, water, waste water, stormwater and refuse networks. Council expects that some of these risks will be appropriately managed through the network maintenance or other relevant contracts.

Because of the significant potential risk to Council, the Consultant shall work with the contractor to specifically address and proactively manage potential water supply contamination issues through the contractor's contamination prevention plan.

1.11. Compliance with standards

The Consultant shall comply with the relevant New Zealand Transport Agency or other relevant industry standards or guidelines at all times.

1.12. Collaboration

The Consultant will be expected to work collaboratively with the Council and its contractors to achieve the best value for money for Council at all times.

The Consultant may also be required to work with other professional service providers engaged either through this tender or under any other Contract to achieve the best value for money for Council.

1.13. Accommodation

1.13.1 Seconded Team

Accommodation for the two roading engineers and the Resource Consent manager will be provided by Council at no cost to the Consultant. Council will also provide a desk and chair, landline telephone, lighting and a desktop computer linked to Council's IT system (including Broadband internet) subject to compliance with Council IT policies.

The Consultant shall provide at their own cost the necessary accommodation for the remainder of the seconded team.

Vehicles (suitable 4 x 4), laptop computers, cell phones, specialist stationery, personal protective equipment and incidentals shall be supplied by the Consultant and covered within the unit rates tendered.

Disbursements, including mileage, in relation to the seconded team shall be included in the appropriate monthly lump sums, percentage fees and hourly rates.

1.13.2 Core Team and Specialists as Required

The Consultant shall provide at their own cost the necessary accommodation for the Core Team and Specialists as required.



Disbursements, including mileage, in relation to the core teams shall be included in the appropriate monthly lump sums, percentage fees and hourly rates. Disbursements for technical experts will only be paid if their normal place of work is more than 1.5 hours drive from Dargaville, and only with the prior approval of the Council.

The Consultant may need to make staff available on a 24 hour call out basis for Lifelines emergencies.

1.14. Public Image

The Consultant's personnel when dealing with customers are expected to be empathetic, courteous and appropriately dressed at all times. They shall present an image consistent with Council's **PEOPLE FIRST: Sensational Customer Service** philosophy and to be the best little Council in New Zealand

The Consultant is to ensure that appropriate standards are maintained by all those under their control at all times.

1.15. Preparation of Reports, Plans, Policies and Strategies for Council

The Consultant shall ensure that all reports, plans, policies and strategies are prepared in accordance with the Council's internal program and compliant with the requirements of NZ Transport Agency, Audit NZ or other regulatory body.

The consultant shall prepare reports for submission to the Council and Council Committees in plain English and in accordance with any Council instructions or guidelines on the preparation of reports.

The Consultant shall take into account the requirements of the Local Government Official Information and Meetings Act 1987 and ensure that reports are delivered to the relevant Council officer by the date requested.

1.16. Occupational Health and Safety

Council requires all consultants, sub consultants and their employees carrying out any work on behalf of Council meet safety standards as required by relevant legislation, Council policies, procedures and contractual requirements.

1.17. Communication

The Consultant shall liaise with and receive instructions from the Community Infrastructure Assets Manager with regard to asset related work and the Development Manager with regard to development and resource consent related.

The Consultant shall provide Council with an organisation chart and comprehensive telephone list prior to commencement of work on the Contract. The chart shall be maintained to reflect any team changes and forwarded to Council as necessary.

Council, Contractors and Emergency Services must be able to contact a senior member of the Consultants staff at all times.

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1.18. Media Contact

Council has a communications officer who is responsible for all contact with the media and whose details will be supplied to the Consultant. Any approaches from the media are to be referred to the communications officer.

Upon request, the Consultant shall prepare any other appropriate media releases for the Council's approval and action.

1.19. Traffic Management

Traffic management shall be in accordance with the current version of NZTA's Code of Practice for Temporary Traffic Management or the Road Controlling Authority Local Roads Supplement and, where applicable, the Consultant's or individual contract's traffic management plan.

The Consultant shall be required to approve and monitor all traffic management plans, including work under other Consultant's control and where non-complying identify the appropriate action and take action accordingly.

All roads within the Kaipara District have been classified as Level 1 or Low Volume for the purpose of traffic management.

1.20. Environmental Compliance

In the performance of this contract the Council requires an environmentally responsible attitude on the part of the Consultant and its employees. The Consultant will be required to identify the environmental risks before preparing contract documents and identify appropriate measures or means of avoiding, remedying or mitigating those effects and risks.

Contract documents prepared by the Consultant shall ensure that the contractor complies with all relevant environmental regulations and identifies and manages any environmental risks.

1.21. Land entry

The consultant is responsible for arranging and negotiating land entry agreements so there is no delay to any contract works.

1.22. Compliance with Laws

The Consultant shall comply with all statutes, regulations, bylaws, rules of law and requirements, orders, consents and conditions imposed or administered by any New Zealand Government Department, Authority, Tribunal or other regulatory authority.

The Consultant shall comply with the conditions of any relevant consent, permit, license or concession held by the Council and about which the Consultant knew or ought to have known.



The Consultant indemnifies the Council against loss (including any solicitor/ Council legal costs) or liability howsoever incurred in respect of the Consultant's failure to comply with this clause or breach of this agreement.

1.23. Financial Coding

All expenditure by the Consultant and Contractor shall be allocated to the relevant codes and work categories as follows:

- Roading - both in accordance with the Council's financial codes and the Land Transport New "Work Categories" as defined in the New Zealand Transport Agency Funding Manual.
- Footpaths - in accordance with the Council's financial codes
- Water and waste water - in accordance with the Council's financial codes
- Stormwater- in accordance with the Council's financial codes

1.24. Work Commissioned in accordance with the contract

The Council shall commission work from Work Sections A(iv), A(v), B(iii), B(iv), C(ii) and D(ii) by providing the Consultant with a description of the scope of works.

The scope of work, project programme and estimated fees for each item of work commissioned shall then be agreed by negotiation between the Consultants and the Council with the fees to be based on the rates set out in the Payment Schedule in Appendix B.

The scope of work, project programme and estimated fees shall be agreed prior to the commencement of work on the project.

1.25. Monthly Invoice

A monthly invoice shall be submitted to the Council by the 10th day of each month including a detailed schedule of the works completed for each work section for that month and the basis on which the amounts have been calculated.



2. RELATIONSHIP MANAGEMENT

(Work Section A(vi), Work Section B(v), Work Section C(ii), Work section D(iii))

2.1 Contract Quality Plan

The Consultant shall prepare a comprehensive Contract Quality Plan for the delivery and management of the services included in this contract by 28 March 2011.

A draft of the Contract Quality Plan shall be provided to the Council by 14 March 2011. If required by the Council, the consultant shall amend the Plan, such that Council approval is obtained. Two copies of the approved Plan shall be provided to Council within 2 weeks of their approval.

The Plan shall be regularly reviewed and an updated Contract Quality Plan presented by the Consultant on 1 March each year for the duration of the contract.

The Contract Quality Plan shall as a minimum cover the following areas:

- Contract Structure and organisation
- Management Procedures
- Work Programming
- Inspections and Monitoring
- Customer Service
- Health and Safety
- Traffic Management
- Reporting

2.2 Council's Business Plan

The consultant shall establish and maintain a workplan using MS Project that outlines council's activities and programme of works. The baseline programme shall be submitted to council for acceptance by 5 March 2011 and shall cover the period from 1 July 2011 to 30 June 2012.

The program shall be reviewed and updated monthly and progress in relation to the baseline programme shall be reported on monthly.

A new draft baseline programme for the period 1 July 2012 to 30 June 2015 shall be submitted to council by 1 November 2011. A final programme will be submitted to council by 5 March 2012. This programme will align with Kaipara's Future Working Together the Long Term Council Community Plan.

These annual works plans will require a process that ensures they are maintained, reviewed and updated and reported on monthly and annually.



2.3 Council Meetings

The Consultant's Team Leader and the seconded team members, core team member or specialist necessary to provide the relevant advice and expertise necessary are expected to attend the monthly Council meetings, Council workshops and Councillor Portfolio Meetings.

When requested the Gate Keeper and relevant core team member or specialist shall attend Judicial Committee Meetings.

2.4 Monthly Reports

The Consultant shall prepare and submit to the Council a monthly progress report and a monthly financial report which are to be submitted to the Council by the last working day of each month. The report forms the basis of the Chief Executive's Monthly Report and must be concise and written in plain English and consistent with any Councils instructions or guidelines on the preparation of reports.

The monthly progress report shall cover the preceding month and include the following as a minimum:

- At least three good news stories
- Statement of progress for the year to date, including a comparison with the baseline program
- Delayed activities, including reasons, consequences and mitigation of the delays
- Completed Monthly Performance Evaluation Table for the month
- Summary of maintenance activities for each network maintenance contract, including any issues
- A Quality Monitoring Report including reporting on network maintenance contracts
- Health and Safety report, including reporting on network maintenance contracts
- Summary of emergency work undertaken during the month
- Summary of expected activities in next month
- Any outstanding issues/constraints

Information should be presented in tables and graphs wherever appropriate.

The financial report shall provide information, on an accruals basis as appropriate, of the expenditure on the physical works contracts administered by the Consultant and the professional services provided for the preceding month and financial year to date. Accruals shall be shown separately.

The financial report shall also provide the budget, cost incurred to date and forecast cash flow and out-turn cost for all the physical works contracts administered by the Consultant and the professional services provided. The report shall also include a forecast of any claims and associated financial implications, which may be made under the physical works contracts administered by the Consultant.

In addition to the monthly reports, the consultant should plan on writing three agenda items per month (or a total of 36 items spread over a 12 month period). These items have a formal structure which includes reasons for the report, background, issues, degree of significance, consideration of four well-beings, policy impacts, financial consideration, legal considerations / delegations, conclusion, recommendations and reason for the recommendations.

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2.5 Monthly Progress Meetings

A progress meeting shall be held on the first working day of each or such other date as is agreed and attended by the Consultant's team leader, and the Council's Community Infrastructure Assets Manager and the Development Manager or their nominees.

Prior to the initial meeting, the consultant shall prepare a standard agenda for the meetings for acceptance by the Council which shall as a minimum include the monthly progress report and financial report. The accepted standard agenda shall be used at all subsequent meetings unless amended by agreement of all parties.

The Council's Community Infrastructure Asset Manager or nominee shall chair the meetings.

The Consultant shall take minutes of the meetings and shall distribute them to all attendees within one week of the meeting.

2.6 Handover Report

The Consultant shall prepare an Initial Handover Report and a Final Handover Report at the end of the contract summarising previous reports, unresolved issues, and forwarding all relevant outstanding data to the Council.

The Initial Handover Report shall be delivered 9 months before the end of the contract and shall contain the following:

(a) Asset Management

- Liaison between incoming or outgoing staff to discuss systems, location of information, introduction to contractors
- Design data and calculations
- Contract monitoring documentation
- A summary maintenance performance report, summarising the monthly activity reports for the previous year, checking expenditure per month reported against actual expenditure incurred and totals for the year
- A brief report on current and recently completed physical works
- A maintenance record database for the previous three year's activity (and earlier if it goes back further) and clarification of its accuracy in relation to works completed under all maintenance activities
- Copies of the current 10 year forward work programme, maintenance strategy and safety management strategy as at the completion date
- A schedule of outstanding defect liabilities
- Any unresolved issues, especially those that may impact on the next contract
- Any sensitive issues
- Any ongoing special monitoring needs
- Any outstanding work
- Details of the status of liaison and planning for future works (e.g. inspection, advice) provided to service authorities

(b) Financial Reports

- A detailed report on the status of all current contracts
- A contingent liabilities report

(c) Databases

- Certification that all databases have been updated as specified in this contract
- A copy of the RAMM, signs, Slips, CAS, Speed Limit Bylaw 2005, BizeAsset, Resource Consents, and Water Takes and Monitoring databases as appropriate to the contract

The Final Handover Report shall follow the same format as the Initial Handover Report but provide updated information on all aspects of the report and be delivered before the end of the contract.

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3. MANAGEMENT OF THE ROADING AND STORMWATER NETWORKS

(Work Section A)

3.1 Asset Management (Work Section A(i))

3.1.1 Permits for Overweight Vehicles

The Consultant shall be responsible for the issuing of permits for overweight and over-dimension vehicles that exceed the legal limits defined in Land Transport Rule: Vehicle Dimensions and Mass 2002, sections 5 and 6 respectively. The Consultant shall also undertake structural analysis of any affected bridges and supervision as is necessary.

3.1.2 Access Control

The Consultant shall be responsible for reviewing and approving applications to install new vehicle entrances on the roading network. The Consultant shall check the suitability of the entrance location, the culvert size and the proposed method of construction. Upon completion the Consultant shall inspect the entrance to ensure it has been constructed in accordance with the approved conditions.

3.1.3 Utility Services on Roads

The Consultant shall be responsible for reviewing and setting appropriate conditions for service authorities or others wishing to undertake work on services within the road. The Consultant shall monitor the activities of the service authorities to ensure the conditions set are complied with.

The service excludes providing information on the proximity of other services within the road, which is not a network management function.

The Consultant shall be responsible for the operation of the proposed working in the carriageway program being developed by RAMM software LTD.

3.1.4 Development Impacts

When required the Consultant shall investigate and report on the impacts on the roading network of adjoining land development. The issues commonly arising relate to capacity considerations, safety considerations, parking requirements and the need to upgrade the existing roading infrastructure.

3.1.5 Road Drainage Issues

When required the Consultant shall investigate and develop proposals for making improvements to the road drainage system with the purpose of addressing scour or flooding issues on the road or private property.

The Consultant shall at all times attempt to minimize the impact of stormwater on roads or private property by directing water to existing natural watercourses or overland flowpaths in the most direct manner.

3.1.6 Data Base Management



The Consultant shall manage and maintain Council's roading asset and maintenance databases. The Consultant will be responsible for collecting their own data and obtaining data updates from Council's network maintenance contractors and other sources required to ensure that the asset databases are maintained and then updating the asset databases accordingly. The Consultant shall supply the Council with hard and soft copies of the updates as required. It shall also include carrying out validation audits on the data to verify accuracy. At the Council's direction portions of the hard copy updates shall be supplied to other parties.

The Council's roading asset databases are as follows:

- Bridges
- Road Assessment and Maintenance Management (RAMM) including
 - Signs
 - Slips
 - Crash Analysis System (CAS)
 - Speed Limit Locations and Areas
 - RAMM contractor
- BizeAsset

The Consultant shall manage and maintain Council's stormwater asset and maintenance database, BizeAsset. The Consultant will be responsible for collecting their own data and obtaining data updates from Council's network maintenance contractors and other sources required to ensure that this asset database is maintained and then updating the asset database accordingly. The Consultant shall supply the Council with hard and soft copies of the updates as required. It shall also include carrying out validation audits on the data to verify accuracy. At the Council's direction portions of the hard copy updates shall be supplied to other parties.

The Consultant shall obtain the appropriate hardware, software and licenses to operate and manage the various databases. The Consultant shall ensure that all staff are appropriately trained in operating and managing Council's databases.

The MapInfo database is Council's GIS and is managed internally with the assistance of an external consultant. MapInfo sources the BizeAsset files automatically.

3.1.7 RAMM

The Consultant shall manage the RAMM database in accordance with the requirements of NZ Transport Agency's Local Authority RAMM Operation Manual. The Consultant will be required to prepare an appropriate Quality Plan which shall be approved by the Client prior to the commencement of the work.

The responsibilities of the Consultant shall include the carrying out of:

- Database management
- Road roughness surveys
The road roughness survey is to be carried out between 1 October – 30 November each year and in accordance with the NZTA *Road Condition Rating and Roughness Manual* and the Consultants approved Quality Plan
- Road condition rating surveys
The road conditioning surveys of the sealed and unsealed networks are to be carried out between 1 October and 31 December each year and in accordance

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with the NZTA *Road Condition Rating and Roughness Manual* and the Consultants approved Quality Plan

The survey of sealed roads shall include 100% of all arterial and collector roads and 10% of local roads

- Inventory updating
- Treatment selection analysis
- Supply of data to external parties

The Council's copy of the RAMM database, which includes bridge data, is held by RAMM Software Ltd. The Consultant is responsible for updating the master database on the host service.

The Consultant will be responsible for updating the RAMM database held on the hosting service monthly and more often should this be required.

The RAMM database tables to be maintained are shown in Table 1 below.

Table 1: RAMM database tables to be maintained

Table Description	Table Name
Bridges (including culverts with a waterway area of over 3.4m ²)	bridge
Carriageway	carr_way
Carriageway Rating	rating
Carriageway Surfacing	c_surface
Drainage (catchpits, manholes, culverts & soakpits only)	drainage
Features (various)	features
Footpath Rating	footpath_rating
Footpaths	footpath
Loading	loading
Maintenance Costs	mc_cost
Minor Structures	minor_structure
Pavement Layer	pave_layer
Railings	railings
Road names	roadnames
Roughness	rough
Shoulders	shoulder
Signs	sign
Surface Water Channels	sw_channel
Traffic	traffic
Vehicle Crossings	crossing
Lookups	various
No Spray Zone (User defined table)	nospray
Proposed Construction Programme (User defined table)	construction_site
Proposed Reseal programme (User defined table)	reseal

The Consultant shall be responsible for the integrity of the data held on the RAMM database and shall proactively identify and correct any errors or omissions found in the database.

Minor maintenance highlighted by the bridge inspections shall be notified to the relevant contractor for inclusion in their forward works programme. The Consultant shall update the RAMM database when the contractor has completed the work.

3.1.8 Asset Management Plan Updates

The Consultant shall review and update the Roading and Stormwater Asset Management Plans by 1 August each year for the duration of the contract.

Every effort must be made to ensure that the asset management plans are effective and practical with the clear detailing of procedures and works to meet functional requirements, while also optimising costs throughout the asset life cycle.

The Consultant shall therefore involve the contractor in each review and update of the Roading and Stormwater Asset Management Plans.

LTCCP and AMP update – This is a major review and is considered by Council to be an eighteen month process that includes Asset Management Plan reviews, workshops, hearings, deliberations and meeting various key dates to ensure the document meets legislative timeframes. The consultant should allow for:

- Asset Management Plan Reviews (6)
- Workshops (10)
- Hearings and Deliberations (6 days)
- Audit Reviews (8)
- Issues and Options papers (8)

The Consultant should be aware that the Asset Management Plans will be peer reviewed following such a review.

Annual Plan and AMP update – This is a twelve month process that includes Asset Management Plan reviews, workshops, hearings, deliberations and meeting various key dates to ensure the document meets legislative timeframes. The consultant should allow for:

- Asset Management Plan Reviews (3)
- Workshops (4)
- Hearings and Deliberations (4 days)
- Audit Reviews (4)
- Issues and Options papers (8)

3.1.9 Program Development

The Consultant shall review and update annually the 10 year program for roading, comprising resealing, area-wide pavement treatment and minor safety projects as described below. The programme is required to be updated by 1 March each year.

(a) Resealing

The Consultant shall review and, if required, update Council's annual resealing program based on RAMM treatment selection outputs, historical maintenance

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records, crash data and field inspections. 25 - 30 kilometres of reseals is undertaken per annum.

(b) Area-wide Pavement Treatment

The Consultant shall review and, if required, update Council's annual area-wide pavement treatment program based on RAMM treatment selection outputs, historical maintenance records, field inspections and appropriate material testing. 10 - 15 kilometres of road is undertaken per annum.

(c) Bridge Replacement - Major Bridge Repairs

The Consultant shall review and, if required, update Council's annual program of bridge replacements and major bridge repairs. Culverts with a waterway area of greater than 3.4 m² are classified as bridges.

The program of work to be undertaken shall be based around bridge inspections and shall take into account the age and structural capacity of the bridge assets.

A detailed report shall be provided to Council by 1 March each year outlining the results of the bridge inspections and the proposed program of work for the following financial year.

(d) Minor Improvement Programme

The Consultant shall review and, if required, update Council's annual minor improvement program comprising:

- small isolated geometric improvements
- intersection improvements
- lighting improvements
- sight benching
- other safety improvements

The programme shall be based on the results of crash investigation studies, safety reviews, customer feedback, annual plan submissions and field inspections.

The Consultant shall review and, if required, update Council's stormwater Level of Service program required to ensure that Council's Levels of Service in relation to stormwater are being achieved.

The Consultant shall review and, if required, update stormwater renewals program based on the performance of the networks and data on asset age and condition where available.

3.1.10 Bridge Inspections

The Consultant shall undertake non-structural inspections on a three year cyclic basis of each concrete bridge or major culvert on the district roading network. At least one third or more of the structures are to be inspected each year or on a more regular basis depending on their condition. Details of each bridge, including a digital photograph, are included in RAMM.

All bridges having timber or steel as their main structural components or any bridges with weight restrictions are to have an annual structural inspection

The inspections shall be undertaken by a suitably qualified bridge engineer in accordance with the New Zealand Transport Agency Bridge Inspection and Maintenance Manual and the results input into the RAMM database.

Additional inspections will be required following events such as storms, flooding, road crashes etc.

A bridge inspection summary report shall be submitted to the Council within one month of each inspection.

3.1.11 Road Inspections

(a) Road Inspections

The seconded team will be required to carry out both daytime and night time safety inspections on each of the arterial, collector and urban roads in the network each year. The night-time inspection shall be programmed to be carried out in July/August each year.

The purpose of these inspections is twofold, namely:

- to review the appropriateness and condition of the delineation, lighting and signage on the network and to identify possible improvements to enhance the safety of the network
- to identify the maintenance needs of the network for consideration in the preparation and review of the maintenance strategy, the 10 year forward programme and the review of the various maintenance contractor's work schedules.

It is expected that the Consultant will develop a method of condition assessment which will be of value in monitoring the condition of the network and in the prioritising and scheduling of maintenance work. The condition assessment method shall take into account the different intervention levels appropriate for the various types of road in the district. The results of the road inspections shall be compiled and summarised in a report submitted to the Council outlining the results of the inspections, the deficiencies identified and the actions proposed.

(b) Partnering Inspections

The seconded team shall allow for undertaking an inspection each month in the company of one Councillor, a Council representative and the Contract Manager for the road network maintenance contract. These inspections will normally be of three to four hours length and undertaken in the first week of the month.

The Consultant shall prepare a programme of Council inspections that enables the arterial and collector roads to be regularly inspected at a frequency of not less than once every four months with a sample of different local roads inspected on each occasion.

Additional inspections may be required if issues or concerns arise in regard to the condition or standard of maintenance on the network.

3.1.12 Maintenance Strategy

Each year the Consultant shall review and, if required, update the maintenance strategies for the roading network and the stormwater network.

The maintenance strategy provides guidance to maintenance contractors in the programming and prioritising of work, identifies future funding requirements and to optimise expenditure between the various maintenance activities so as to minimise life-cycle maintenance costs.

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The maintenance strategies will be used to assist in the updating of the AMP's.

The maintenance strategy for roading shall clearly outline the maintenance standards specified for the network and the maintenance intervention levels applicable for the various types of roads.

The review of the roading maintenance strategy shall be carried out following the completion of the Consultant's detailed road inspections.

3.1.13 Updating Asset Valuations

The Consultant shall update the asset valuations by 1 October each year for the duration of the contract

3.1.14 Council representative

The Consultant shall attend the following meetings as the representative of Council:

- NZTA quarterly meetings – A seconded team representative
- NZTA Monthly liaison meetings – 2 or 3 core team representatives
- NZTA Annual Funding approval meetings (2) – 2 or 3 core team representatives
- NZTA Audits (as requested) – 2 or 3 core team representatives
- Regional Transport Committee (Bi-monthly, as requested) – A core team representative
- NORTEG meetings (Quarterly, as requested) – A seconded team representative

- Storm water Working Group (6 per annum) – A core team representative

3.1.15 NZ Transport Agency Requirements

The Consultant will ensure Council meets all NZ Transport Agency requirements including those set out in the Procurement Manual, Economic Evaluation Manual, Planning Programming and Funding Manual, Roading Infrastructure Safety Assessment, Procedural Audit and Technical Audit Reports.

3.2 Management of the roading network maintenance contracts (Work Section A(ii))

The Consultant shall be responsible for the management and observation of Council's roading network maintenance contracts. These contracts cover the following maintenance activities:

- Pavement and Drainage Maintenance
- Roadside Vegetation Control
- Bridge Maintenance
- Traffic Signs/Edge Marker Post Maintenance/Road Information Signs
- Roadmarking
- Reseals

Council's intention is to reduce the number of network maintenance contracts over time by combining these contracts together.



The Consultant shall ensure that they are aware of the available funding for each maintenance contract. Apart from emergency situations or when the safety of the public is at risk, the Consultant does not have the financial authority to commit the Council to expenditure above this level.

It is essential that the Consultant manage the maintenance budgets in a financially prudent manner and should any potential over-expenditure arise advise the Council as soon as possible with recommendations as to how this can be accommodated within the existing budget.

The term of the Councils current road maintenance and management contract (Contract 522) ends on 30 June 2011 (note that the contract may be extended at Council's sole discretion).

A copy of the contract has been made available for Tenderers

3.3. Road Safety Work (Work Section A(iii))

3.3.1 Fatal Crash Reports

The Consultant will prepare fatal crash reports when requested to do so by the Council. The report shall identify any contributing factors and/or causes of the crash, any other reported crashes at the site and make recommendations as to appropriate short-term and/or long-term remedial measures which would assist in reducing the likelihood of a recurrence.

The Fatal Crash Report is to be forwarded to the Council within four weeks of the crash occurring. If road conditions appear to have been a major contributing factor the Council shall be verbally advised of the circumstances as soon as possible and the report provided within one week. The Consultant shall liaise directly with the Police to receive a copy of the Police Fatal Crash Report as soon as it is available and shall attend the police/emergency debrief.

3.3.2 Crash Investigation Studies

When requested by the Council, the Consultant shall undertake a crash investigation study on all sites where three or more injury accidents have occurred in the previous five year period. Where sites have previously been investigated and/or have been the subject of safety improvements in the past then the investigation will involve monitoring rather than recommending improvements.

The results of the crash investigation studies will form the basis for formulating Council's minor safety projects programme.

3.3.3 Implementation of Safety Management Strategy

The Consultant shall implement the Safety Management System (SMS) in accordance with the Land Transport New Zealand *Guidelines for developing and implementing a safety management system for road controlling authorities, Parts 1, 2, 3 and 4*. Implementation will include the following:

- Development of a communication plan to assist with buy-in
- Planning and operations within annually approved budgets
- Recommendations for continuous improvement

The purpose of the strategy is to ensure a responsible and effective approach to road safety so as to enhance the safety of the roading network.

3.3.4 Update Safety Management Strategy

When directed by the Council the Consultant shall update the SMS. When updating the strategy the Consultant shall give due consideration to historical crash data, the results of crash investigation studies and safety audits of existing roads, the Road Safety Reports, local concerns, the existing level of development of the network, traffic volumes, legislative requirements, current road funding requirements, financial constraints and appropriate safety standards.

The Consultant will be expected to liaise with New Zealand Transport Agency and answer enquiries and implement outcomes from any meetings.

3.3.5 Review Speed Limit

The Consultant shall review the speed limit on any section of the road network in accordance with the requirements of the Council's Speed Limit Bylaw 2005 (imposed under New Zealand Transport Agency Land Transport Rules: Setting of Speed Limits 2003 and Setting of Speed Limits Amendment 2005) when directed by the Council.

The review shall involve:

- Liaising with the Client as to the section(s) of road to be reviewed
- Liaising with concerned parties
- Carrying out a speed limit warrant
- Recommending, if appropriate, changes to the Council
- Consulting with affected parties such as the New Zealand Police, Automobile Association and New Zealand Transport Agency
- The Consultant shall provide the Client with a detailed report outlining the findings of any reviews on an annual basis.

3.3.6 Update Speed Limit Bylaw 2005

When directed by the Council, the Consultant will update the Council's Speed Limit Bylaw 2005. This will include required consultation and production of the updated bylaw.

The timeframe for the update shall be agreed between the Council and the Team Leader.

3.3.7 Safety Audits or Exception Report

Safety audits shall be undertaken where required. The purpose of the audit is to identify improvements that can be made to enhance the safety of that section of the roading network and shall generally be undertaken and reported on in accordance with Transit's Safety Audit Procedures. If Safety Audits are not undertaken exception reports are required as per NZ Transport Agency requirements.

The Consultant shall detail the findings of any audit and the recommendations in a report to the Council.



3.4 Capital Works (Work Section A(iv))

Subject to the instruction of the Council, the Consultant shall carry out the investigation, detailed design, preparation of tender and contract documents, tender evaluation, contract administration and construction monitoring observation of Council's roading and stormwater capital projects.

The Consultant should note that Council reserves the right to seek to obtain any or all of the above services via public open tendering or any other tendering process.

(a) Design and Tendering

The Consultant shall prepare an Initial Design Report for each project comprising:

- Objectives of the project
- Details of any issues at the site
- The results of any investigations and laboratory tests and any recommendation regarding additional investigation
- The results of any discussions with the community about the proposed project
- An evaluation of the options considered including;
 - Forecast capital and, if appropriate, operations and maintenance costs of each option
 - Details of any consents or consultation required for each of the options considered
 - Program for each of the options considered
- The opportunities for early contractor involvement in design
- Assessment of risks of each option
- Recommendation as to option to be selected

The initial report shall be forwarded to the Council for review and confirmation of the option to be adopted.

The Consultant shall provide the Council with a detailed program and scope for the project within two weeks of the receipt of the confirmation of the option to be adopted and proceed with the detailed design and the preparation of tender documents.

The Consultant shall draft and advertise inviting tenders as required by the Council, receive the tenders, carry out an evaluation of the tenders received and prepare a report on the tenders, with a recommendation, for Council.

The preparation of tender documents and the evaluation of tenders shall be in accordance with the Councils Procurement Strategy.

(b) Contract Administration

The Consultant shall carry out all contract administration including providing a suitable person to perform the role of Engineer to the Contract and a person to act as the Engineer's Representative. The Engineer to the Contract's role will include

- Ensuring that all contract documentation is in order including arrangements for payment or release of performance bonds
- Review and approve the Contractor's program
- Monitor construction for compliance with contract documentation
- Issue instructions to the Contractor



- Approve and monitor compliance with the Contractor's Quality Plan
- Undertake verification testing of materials and workmanship when necessary
- Ensure that the Contractor rectifies works that are deficient
- Review claims and certify payments
- Evaluate and order variations to the contract if required
- Issue Practical Completion and Defect Liability Certificates
- Respond to the Client and public enquiries on works covered by the contract
- Approve and monitor compliance with the Contractor's Traffic Management Plans
- Approve and monitor compliance with the Contractor's Health and Safety Plan
- Determine formal disputes
- Update the relevant databases e.g. RAMM database with the new top surface data
- Receive As Built data and enter it into the relevant database within 2 months

(c) Construction Monitoring

The level of construction monitoring to be provided shall be CM3 as defined in the ACENZ/IPENZ Model Conditions of Engagement for Professional Services.

3.4.1 Seal Extensions

The Consultant shall be responsible for carrying out the necessary investigation and design associated with Council's seal extension projects and for the preparation, management and observation of the physical works contracts required to complete this work.

A full topographical survey and geometric design shall be undertaken for these projects.

3.4.2 Minor Improvement Programme

The Consultant shall be responsible for undertaking such investigation, design, documentation and contract management as is necessary to successfully undertake these projects. It is anticipated that the level of investigation and design necessary will vary significantly depending on the cost of works and the nature of the project.

3.4.3 Reseals

The Consultant shall be responsible for making a preliminary assessment of an appropriate treatment for each section of road to be resealed and for reviewing the seal design submitted by the Contractor in accordance with the recommendations of Transit New Zealand's Bituminous Sealing Manual and good sealing practice.

The Consultant shall be responsible for observing and managing the Council's current resealing contract and the documentation, tendering and management of its replacement contract.

The existing contract is for a three year term and makes provision for the resurfacing of 25-30 km of sealed roads each year.

3.4.4 Area Wide Pavement Treatment

The Consultant shall be responsible for carrying out the necessary investigation and design associated with Council's area-wide pavement treatment projects and for the



preparation, management and observation of the physical works contracts required to complete this work.

The area-wide pavement treatment is usually packaged into three or four physical works contracts of similar size.

When carrying out the area-wide pavement treatment projects the opportunity is usually taken to widen the carriageway to meet current design standards. The Consultant will be required to liaise with the Council as to the required road width on the roads undergoing treatment.

Existing drainage should be checked and improved or replaced if necessary.

Generally it is not considered necessary to carry out a full topographical survey and geometric design for these projects. However in some situations this will be required to either improve the horizontal and/or vertical alignment of the road or provide appropriate superelevation on curves. The Consultant will be required to identify situations where geometric improvements could be made which will improve safety for road users.

This may also include work to be undertaken from RDF of Forestry Targeted Rates.

3.4.5 Large Culvert Replacements

The Consultant shall be responsible for carrying out the necessary investigation and design associated with the replacement of large culverts and for the preparation, management and observation of the physical works contracts required to complete this work.

3.4.6 Slip Repairs

The Consultant should investigate and where possible direct the maintenance contractor to carry out such works as to provide safe temporary access

The Consultant shall be responsible for undertaking the investigation and design necessary to enable the reinstatement of roads following the occurrence of drop-outs and / or slips on the network. The level of design and risk appropriate to each situation will vary depending on the nature of the road and financial considerations.

3.4.7 Bridge Strengthening

The Consultant shall be responsible for managing the carrying out of any bridge strengthening and structural bridge repairs.

The programme of work shall be identified from the results of the bridge inspections and shall take into account the age and structural capacity of the bridge assets.

Routine maintenance activities such as cleaning, deck joint repair, guardrail repair and signage shall be carried out by the appropriate maintenance contractor. The Consultant shall be responsible for tasking the contractor and ensuring the satisfactory completion of the work.

Structural repairs requiring either specialist repair techniques or the preparation of specifications or drawings shall be reimbursed from the Provisional Sum allocated for Structural Bridge Repairs. The Consultant will be responsible for preparing a suitable specification and pricing schedule and obtaining prices from suitably skilled contractors.



The Consultant will then be responsible for ensuring the satisfactory completion of the bridge repairs.

3.4.8 Bridge Replacements

The Consultant shall be responsible for the investigation, design, preparation of contract documents, management and observation of the physical works contracts associated with Council's bridge replacement projects.

All bridge replacements shall be designed in accordance with the requirements of Transit New Zealand's *Bridge Manual – Second Edition, June 2003*.

The waterway design of bridges and culverts shall comply with the requirements of AustRoads publication *Water Design – A Guide to the Hydraulic Design of Bridges, Culverts and Floodways, 1994*.

3.4.9 Unsubsidised Footpath Repairs

The Consultant shall be responsible for undertaking such investigation and design as is necessary to successfully undertake these projects.

3.4.10 Stormwater

The Consultant shall be responsible for the investigation, design, preparation of contract documents, management and observation of the physical works contracts associated with Council's stormwater renewals and LoS improvement projects.

3.5 General advice, technical reports and support (Work section A(v))

The Consultant shall provide general advice and support relating to roading and stormwater when requested by Council.

3.5.1 Council's Plans

Assist the Council in the development of Council policy, Council's 10 Year Plan, Annual Plan, LTCCP and Annual report as required by the Council.

3.5.2 Development Engineering

The Consultant shall maintain the Council's roading and stormwater engineering standards.

The Consultant shall review and approve under delegation authority all engineering plans for developments that affect Council's roading and stormwater assets.

The Consultant shall inspect development works at inspection hold points during their construction and upon completion and certify to the Council that the works comply with all relevant regulations and standards to enable a completion certificate under section 224 to be issued.

The Consultant shall agree the inspection hold points for each different types of construction work with the Development Manager.

All final inspections shall be undertaken and reported on to the Development Manager within ten working days following notification that the works are completed.



Where Survey plans are forwarded to the Consultant for processing they shall be completed within ten working days.

3.5.3 Policy advice

The Consultant shall review and provide advice on the impact of external policies and plans including for example policies and plans and polices from the Northland Regional Council and central government

3.5.4 Council Audit

The Consultant shall cooperate with any requirements of NZTA or Audit New Zealand and make available all records and information that either organisation may reasonably require.

3.5.5 Emergency Work

The Consultant shall respond to Lifelines or other emergency work as requested including those outside normal working hours (8.00am to 5.00pm, Monday to Friday, excluding Public Holidays). Such work may involve initial site inspections, assessment of quantities and preparing applications for NZTA subsidies for emergency work, following storm events.

3.5.6 Other advice

The Council may from time to time seek additional advice or assistance from the consultant in relation to the roading network.

3.6 Changes to the scope of the contract

Council may, at its sole discretion, amend the scope of the contract after year 1 of the contract by removing part or all of the following items from the contract in order that they may form part of a new Roothing Operations and Maintenance Contract.

- Work Section A(iii) – Safety work
- Work Section A(iv) – Reseals
- Work Section A(iv) – Area Wide Pavement Treatment
- Work Section A(iv) – Minor new Capital Works

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4. MANAGEMENT OF THE WATER AND WASTEWATER NETWORKS

(Work Section B)

4.1 Asset Management (Work section B(i))

4.1.1 Data Base Management

The Consultant shall manage and maintain Council's asset databases. The Consultant will be responsible for collecting their own data and obtaining data updates from Council's network maintenance contractors and other sources required to ensure that the asset databases are maintained and then updating the asset databases accordingly. The Consultant shall supply the Council with hard and soft copies of the updates as required. It shall also include carrying out validation audits on the data to verify accuracy. At the Council's direction portions of the hard copy updates shall be supplied to other parties.

The Council's asset databases are as follows:

- BizeAsset
- Resource Consents
- Water Takes and Monitoring
- Discharges and Monitoring

The Consultant shall obtain the appropriate hardware and software to operate and manage the various databases.

The MapInfo database is Council's GIS and is managed internally with the assistance of an external consultant. MapInfo sources the BizeAsset files automatically.

4.1.2 Asset Management Plan Updates

The Consultant shall review and update the Asset Management Plans for water supply and wastewater by 1 August each year for the duration of the contract.

Every effort must be made to ensure that the asset management plans are effective and practical with the clear detailing of procedures and works to meet functional requirements, while also optimising costs throughout the asset life cycle.

The Consultant shall therefore involve the contractor in each review and update of the Water and Wastewater Asset Management Plan.

LTCCP and AMP update – This is a major review and is considered by Council to be an eighteen month process that includes Asset Management Plan reviews, workshops, hearings, deliberations and meeting various key dates to ensure the document meets legislative timeframes. The consultant should allow for:

- Asset Management Plan Reviews (6)
- Workshops (10)
- Hearings and Deliberations (6 days)
- Audit Reviews (8)



- Issues and Options papers (8)

The Consultant should be aware that the Asset Management Plans will be peer reviewed following such a review.

Annual Plan and AMP update – This is a twelve month process that includes Asset Management Plan reviews, workshops, hearings, deliberations and meeting various key dates to ensure the document meets legislative timeframes. The consultant should allow for:

- Asset Management Plan Reviews (3)
- Workshops (4)
- Hearings and Deliberations (4 days)
- Audit Reviews (4)
- Issues and Options papers (8)

4.1.3 Program Development

(a) Water and wastewater Level of Service Programs

The Consultant shall review and, if required, update Council's water and wastewater Level of Service programs required to ensure that Council's Levels of Service in relation to water and wastewater are being achieved.

(b) Water and wastewater Renewals Programs

The Consultant shall review and, if required, update Council's water and wastewater renewals program based on the performance of the networks and data on asset age and condition where available.

4.1.4 Maintenance Strategy

Each year the Consultant shall review and, if required, update the maintenance strategy for the water and wastewater networks and plants as well as the operations manuals for each of the individual water supply and wastewater systems list in Section 2 – Appendix G.

The maintenance strategy provides guidance to maintenance contractors in the programming and prioritising of work, identify future funding requirements and to optimise expenditure between the various maintenance activities so as to minimise life-cycle maintenance costs.

The maintenance strategies will be used to assist in the updating of the AMPs.

4.1.5 Renew and Apply for New Water Take Consents and Discharge Consents

The Consultant shall renew and apply for all relevant Water Take consent renewals and discharge consent renewals.



The rate included in the contract pricing schedule shall cover all costs associated with preparing and supporting an application until it is accepted by the NRC as a complete application, including any section 92 requests for further information, but shall exclude NRC fees which will be paid as a disbursement.

4.1.6 Council representative

The Consultant shall attend the following meetings as the representative of Council

- Stock Effluent Working Group (6 per annum) – A core team representative
- Sewerage Reference Group (6 per annum) – A core team representative

4.1.7 Drought management Plan

The Consultant shall update and implement the Drought Management Plans for water supplies at Dargaville and Maungaturoto.

4.1.7 Assessment of Water and Sanitary Services

The consultant shall review and amend council's Water and Sanitary Services Assessment for the district. Council's original Water and Sanitary Services Assessment was produced in 2005. An update of the 2005 assessment is required by 1 November 2011 to align with the update and review of Kaipara's Future Working Together and the relevant asset management plans which include water supply, wastewater, stormwater and refuse.

4.2 Management of the water and wastewater network maintenance contract

(Work section B(ii))

The Consultant shall be responsible for the management and observation of Council's water and wastewater network maintenance contracts and for ensuring that the contractor meets all their obligations.

The term of the Council's current water supply and wastewater services operations and maintenance contract (Contract No. 527) ends on 30 October 2011 (note that the contract may be extended for a further year at Council's sole discretion).

A copy of this Contract has been made available for all Tenderers.

The Consultant shall ensure that they are aware of the available funding for each maintenance contract. Apart from emergency situations or when the safety of the public is at risk, the Consultant does not have the financial authority to commit the Council to expenditure above this level.

It is essential that the Consultant manage the maintenance budgets in a financially prudent manner and should any potential over-expenditure arise advise the Council as soon as possible with recommendations as to how this can be accommodated within the existing budget.

4.3 Capital Works (Work section B(iii))

Subject to the instruction of the Council, the Consultant shall carry out the investigation, detailed design, preparation of tender and contract documents, tender evaluation, contract administration and construction monitoring observation of Council's water and wastewater capital projects.

The Consultant should note that Council reserves the right to seek to obtain any or all of the above services via public open tendering or any other tendering process

(a) Design and Tendering

The Consultant shall prepare an Initial Design Report for each project comprising:

- Objectives of the project
- Details of any issues at the site
- The results of any investigations and laboratory tests and any recommendation regarding additional investigation
- The results of any discussions with the community about the proposed project
- An evaluation of the options considered
- Forecast capital and, if appropriate, operations and maintenance costs of each option including;
 - Details of any consents or consultation required for each of the options considered
 - Program for each of the options considered
- The opportunities for early contractor involvement in design
- Assessment of the risks of each option
- Recommendation as to option to be selected

The initial report shall be forwarded to the Council for review and confirmation of the option to be adopted.

The Consultant shall provide the Council with a detailed program and scope for the project within 2 weeks of the receipt of the confirmation of the option to be adopted and proceed with the detailed design and the preparation of tender documents.

The Consultant shall draft and place advertisements inviting tenders as required by the Council, receive the tenders, carry out an evaluation of the tenders received and prepare a report on the tenders, with a recommendation, for Council.

The preparation of tender documents and the evaluation of tenders shall be in accordance with the Councils Procurement Strategy

(b) Contract Administration

The Consultant shall carry out all contract administration including providing a suitable person to perform the role of Engineer to the Contract and a person to act as the Engineer's Representative. The Engineer to the Contract's role will include

- Ensuring that all contract documentation is in order including arrangements for payment or release of performance bonds
- Monitor construction for compliance with contract documentation
- Issue instructions to the Contractor
- Approve and monitor compliance with the Contractor's Quality Plan
- Undertake verification testing of materials and workmanship when necessary
- Ensure that the Contractor rectifies works that are deficient
- Review claims and certify payments

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- Evaluate and order variations to the contract if required
- Issue Practical Completion and Defect Liability Certificates
- Respond to the Client and public enquiries on works covered by the contract
- Approve and monitor compliance with the Contractor's Health and Safety Plan
- Determine formal disputes
- Update the relevant databases e.g. RAMM database with the new top surface data
- Receive As Built data and enter it into the relevant database

(c) **Construction Monitoring**

The level of construction monitoring to be provided shall be CM3 as defined in the ACENZ/IPENZ Model Conditions of Engagement for Professional Services.

4.3.1 Water

The Consultant shall be responsible for the investigation, design, preparation of contract documents, management and observation of the physical works contracts associated with Council's water supply renewals and LoS improvement projects.

4.3.2 Wastewater

The Consultant shall be responsible for the investigation, design, preparation of contract documents, management and observation of the physical works contracts associated with Council's wastewater renewals and LoS improvement projects.

4.4 General advice, technical reports and support (Work section B(iv))

The Consultant shall provide general advice and support relating to water and waste water as requested by Council.

4.4.1 Council's Plans

Assist the Council in the development of Council policy, Council's 10 Year Plan, Annual Plan, LTCCP and Annual report as required.

4.4.2 Development Engineering

The Consultant shall maintain the Councils engineering standards.

The Consultant shall review and approve under delegated authority all engineering plans for developments that affect Council's water and wastewater assets.

The Consultant shall inspect development works at inspection hold points during their construction and upon completion and certify to the Council that the works comply with all relevant regulations and standards to enable a completion certificate under section 224 to be issued.

The Consultant shall agree the inspection hold points for each different types of construction work with the Development Manager.

All final inspections shall be undertaken and reported on to the Development Manager within ten working days following notification that the works are completed.



Where Survey plans are forwarded to the Consultant for processing they shall be completed within ten working days.

4.4.3 Policy advice

The Consultant shall review and provide advice on the impact of external policies and plans including for example policies and plans and polices from the Northland Regional Council and central government

4.4.4 Council Audit

The Consultant shall cooperate with any requirements of Audit New Zealand and make available all records and information that either organisation may reasonably require.

4.4.5 Emergency Work

The Consultant shall respond to Lifelines or other emergencies as requested including those outside normal working hours (8.00am to 5.00pm, Monday to Friday, excluding Public Holidays)

4.4.5 Other advice

The Council may from time to time seek additional advice from the consultant in relation to the water and wastewater network

4.5 Changes to the scope of the contract

Council may, at its sole discretion, amend the scope of the contract after year 1 of the contract by removing part or all of the following items from the contract in order that they may form part of a new Water and Wastewater Operations & Maintenance Contract

- Work Section B(i) – Some asset management work
- Work Section B(iii) – Minor new Capital Works

If Council makes a change to the scope of Work Section B(i) the Consultant and Council shall negotiate a change to the payment for Work Section B(i) to reflect the change in scope.

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5. MANAGEMENT OF REFUSE

(Work Section C)

5.1 Asset Management (Work section C(i))

The Consultant shall review and update the refuse Asset Management Plan by 1 August each year for the duration of the contract.

The Consultant shall manage the Councils closed landfills at Awakino and Hakaru including monitoring and applying for any resource consents.

5.2 General advice, technical reports and support (Work section C(ii))

The Consultant shall provide general advice and support relating to refuse and waste management when requested by Council.

5.2.1 Transfer stations

The Consultant shall provide advice relating to the management and operation of Councils transfer stations as required

5.2.2 Waste Management and Minimisation

The Consultant shall review and update the Councils Waste Management and Minimisation Plan as required.

5.2.3 Council's Plans

Assist the Council in the development of Council policy, Council's 10 Year Plan, Annual Plan, the LTCCP and Annual report as required.

5.2.4 Development Engineering

The Consultant shall maintain Councils engineering standards

The Consultant shall review and approve all engineering plans under delegated authority for developments that affect Council's waste management assets.

The Consultant shall inspect development works at inspection hold points during their construction and upon completion and certify to the Council that the works comply with all relevant regulations and standards to enable a completion certificate under section 224 to be issued.

The Consultant shall agree the inspection hold points for each different types of construction work with the Development Manager.

All final inspections shall be undertaken and reported on to the Development Manager within ten working days following notification that the works are completed.

Where Survey plans are forwarded to the Consultant for processing they shall be completed within ten working days.



5.2.5 Other advice

The Council may from time to time seek additional advice from the consultant in relation to waste management and the Council's transfer stations.

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6. RESOURCE CONSENT PLANNING

(Work Section D)

6.1 Management and Processing of Resource Consent Applications (Work Section D(i))

The Council has an Operative District Plan and a proposed District Plan. There is also the prospect of a variation regarding "Outstanding Landscapes" which may need to be taken into account. Further details on the latter may be obtained from the Council's website.

The Council typically receives up to five resource consent applications each week, with the peak being in the spring months. The average is more likely to be two or three per week. The number of applications received does not typically match the number of consents issued as insufficient information is supplied with some applications to enable them to be processed.

Overall the resource consent applications currently being received by the Council are relatively small scale as a reflection of the present economic downturn. Only a small percentage requires a hearing.

When processing resource consents consideration must be given to the following:

- Reviewing the application in line with the objectives, policies and rules in the Operative and Proposed District Plans, and any proposed variations or changes to the extent applicable under the Act.
- Effects of the consent on the existing infrastructure e.g. whether a required sewage connection for a subdivision to an existing gravity pipeline will overload it or the headworks.
- Long-term consequences of Council taking over infrastructure required as a condition of the consent e.g. should a steeper gradient be required for a new sewer line in a low lying area to minimise the likelihood of a blockage i.e. ensure the line is self-flushing.

Upon award of the Contract the Consultant shall discuss and agree with the Council the process to be followed, consider innovative ways of saving application processing time, streamlining the process minimising the opportunity for objections or appeals to arise and removing any duplication.

6.1.1 Minor Applications

The Council may deal with minor applications such as yard infringements, in house and the Consultant's personnel will not be involved with their processing. Up to three minor applications are received each month.

6.1.2 Pre-Lodgement Meeting

The Consultant shall attend Pre-lodgement meetings as required.

Applicants are advised that they may make an appointment for a pre-lodgement meeting with a planner/engineer to discuss their proposed application, on the basis that they will be charged for it.



The purpose of the meeting is to ensure that as far as possible, requests for further information post-lodgement will be avoided.

6.1.3 Initial Assessment and Reporting

The Consultant shall assess all applications upon receipt by Council and determine whether any further information is required. If any further information is required issue a notice within the legislated timeframes setting out the details.

If in the Consultant's opinion a report is required to properly assess the application the Consultant will complete it.

The Consultant shall assess whether each application needs to be publicly notified or affected parties served with notice and if so advise Council accordingly. The consultant will arrange for it to be notified if this action is confirmed by Council.

The Consultant shall distribute the applications to the relevant consultant personnel for processing, including clearly indicating the available timeframe.

6.1.4 Reporting

The consultant shall ensure that any required report is available with sufficient time for it to be reviewed by Council staff and still meet the statutory timeframes.

6.1.5 Decisions

The consultant shall comply with the Act's requirement for all decisions to be in writing with reasons provided, and shall present draft decisions for consideration accordingly.

For the avoidance of doubt, this means that not all applications require an assessment report as long as sufficient reasons are given to justify the decision and its conditions. A "risk management" approach is encouraged. The decision will be made by either the delegated Council staff member or a committee of Council, or an independent commissioner, whichever is appropriate.

Following any decision the Consultant shall notify the decision to the applicant on Council letterhead.

6.1.6 Status Updates

The Consultant shall follow up as necessary to ensure that the legislated timeframes for processing are being met, including reports for consent hearings and appeals. An appropriate matrix shall be prepared to record details of each application received and its current position with respect to the relevant legislative timeframe.

The matrix shall be updated daily and be available to all staff on Council's intranet site. The same information should be presented in a form that can be made available to applicants through the Council's website.

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6.1.7 Resource Consent Fees

The "Gate Keeper" shall ensure that each applicant is charged the fees appropriate to their application, in accordance with the Council's scale of fees. The Council's approach is that all direct costs associated with an application are chargeable to the applicant.

Council's approach on charging provides that most categories of applications are processed under a fixed charge. This is intended to provide greater certainty for applicants, minimise the prospects of objections against fees, and to act as an incentive for the consultant to find more efficient ways of processing applications.

In order to take account of the impact of Resource Management (Discount on Administrative Charges) Regulations 2010 the Council and the Consultant shall negotiate an arrangement that provides for apportioning the cost of failing to comply with statutory time limits for processing resource consents.

6.1.8 Hearings and Appeals

The Consultant shall attend consent hearings and appeals as requested by Council.

6.2 General advice, technical reports and support (Work section D(ii))

The Consultant shall provide general advice and support only as specifically requested by Council.

6.2.1 Council's Plans

Assist the Council in the development of Council's 10 Year Plan, Annual Plan, LTCCP, district plan and Annual report as required.

6.2.4 Other advice

The Council may from time to time seek additional advice from the consultant in relation to Resource Consents and the processing of Resource Consents as well as the impact of proposed changes to the legislation.



7. KEY DATES

7.1 Monthly Council Agenda timetable

The Consultant shall ensure that all work is completed in accordance with the Monthly Council Agenda timetable.

Current Monthly Council Agenda timetable:

Item	Delivery By
Draft Agenda Items & CEs Report	1 st of the month
Finalised Agenda Items & CEs Report	5 th of the month
Agenda Preview Amendments	10 th of the month
Monthly Council Meeting	4 th Weds of month
Portfolio Holder Meeting	1 wk after Council Meeting

7.2 LTCCP – Kaipara's Future Working Together

The Consultant shall work to ensure that the key dates for the delivery of *Kaipara's Future Working Together* are met

Item	Delivery By
1 st Draft	September 2011
2 nd Draft	October 2011
Workshop Draft	November 2011
Audit NZ Review of Draft	November 2011
Workshop Draft	January 2012
Finalise Draft	February 2012
Adopt Draft	March 2012
Formal Community Consultation	March 2012
Hearings	April 2012
Preparation Issues & Options Papers	May 2012
Deliberations	May 2012
Adopt Kaipara's Future Working Together	June 2012

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7.3 Annual Plan 2011/12

The Consultant shall work to ensure that the key dates for the delivery of the Annual Plan are met

Item	Delivery By
Workshop Draft	February 2011
Finalise Draft	February 2011
Adopt Draft	March 2011
Formal Community Consultation	March 2011
Hearings	May 2011
Preparation Issues & Options Papers	May 2011
Deliberations	May 2011
Adopt Annual Plan	June 2011

7.4 Delivery of services

A summary of the dates for the delivery of services is summarised below. The Consultant accepts that Council may change the dates by which any service is required and Council shall notify the Consultant of any changes to such dates.

	Clause	Item	Delivery by
Contract Management		Contract quality plan	14 March 2011 (Draft), 31 March 2011 (Final)
		Update of Quality Plan	1 March each year
		Council's Business Plan	5 March 2011, then 1 November 2011 (draft) and 5 March 2012 (final) r
		Update Councils business Plan	Monthly
		Monthly reports	Last day of each month
		Monthly progress meetings	First working day of every month
Programme development		Monthly invoice	10 th of each month
		Resealing/Area Wide Treatment/Minor Safety Programmes	1 March each year



	Clause	Item	Delivery by
Asset Management Plans		10 year forward works programme	1 March each year
		Assets valuation	1 October each year
		Roading (including bridges)	1 August each year
		Water Supply	1 August each year
		Wastewater Stormwater	1 August each year
Inspections		Road/Bridge inspections	Results into work programme for July Council meeting each year
		Maintenance Strategy	Annual Plan budgets March each year
Network Maintenance Contracts		Monthly accruals	5 th of the following month
		Payment certificates	10 th of the following month
		Contract Documents: Routine Maintenance	3 months in advance of completion date of existing contracts
		Contract Documents: Annual Maintenance	2 weeks prior to agreed advertising date
Safety Management		Fatal Crash Reports	To be undertaken when requested
		Crash Investigation Studies	As required
		Update Safety Management Strategy	1 st July each year
		Review Speed Limit	As required
		Update Speed Limit Bylaw 2005	As required
Database Management (a) RAMM		Road Roughness Survey Results	10 December each year
		Condition Rating Data and Report	10 December each year
		Treatment Selection Analysis	1 April each year
		Inventory Updating	1 February, May, August and November of each year

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	Clause	Item	Delivery by
(b) Others		Draft Traffic Count Programme	1 July each year
		Signs Module	31 March each year
		Slip Module	31 March each year
		Inventory Updating	As required to keep current
		Supply Current Updated Copy of Databases Not Held on Council Server or a Hosting Service	28 February 2014, if required
Handover Report		Initial Handover report	30 September 2013, or such other date as required
		Final Handover report	30 June 2014, or such other date as required



APPENDIX B: FEES, EXPENSES AND PAYMENTS

1. DRAFT KEY PERFORMANCE INDICATORS

The following draft Key Performance Indicators are suggested as the basis on which to assess the performance of the Consultant. The Council will work with the successful Tenderer to agree the actual Key Performance Indicators that form part of the contract. Key Performance Indicators and target Performance Levels may be reviewed during the term of the contract in accordance with clause 2. The monitoring and reporting of performance against each Key Performance Indicator shall be carried out each month, and shall be audited 6 monthly by independent audit. The independent audit will be undertaken by an auditor appointed by Kaipara District Council.

Nr.	Key Performance Indicator	Method of monitoring	Target level Year 1	Target level Year 2	Target level Year 3
1	Health and Safety Compliance with Consultant's approved Health and Safety Plan	Self audit, results reported in monthly reports, plus independent audit	100%	100%	100%
2	Reports All Reports provided to Kaipara District Council in accordance with the requirements of the Contract and the specified timeframes	Records of Kaipara District Council and independent audit	Not less than 100%	Not less than 100%	Not less than 100%
3	Maintenance of Asset Data bases RAMM and BizeAsset asset databases updated within the timeframes specified in the Contract	Reporting monthly and Independent audit every 6 months	Not less than 95%	Not less than 95%	Not less than 95%
4	Quality Management Plan Compliance with agreed Quality Management Plan	Reporting monthly and Independent audit every 6 months	100%	100%	100%
5	Resource Consent Applications Resource Consent applications dealt with in accordance with statutory timeframes	Reporting monthly and Independent audit every 6 months	100%	100%	100%
6	Monthly Claims Submission of monthly claims including variations with appropriate breakdowns in accordance with the required format and timeframes	Reporting monthly and Independent audit every 6 months	100%	100%	100%
7	Fee Estimates Ratio of Actual Fee to Target Fee Estimate for hourly projects, based on	Reporting monthly and Independent audit every 6	100%	100%	100%

Nr.	Key Performance Indicator	Method of monitoring	Target level Year 1	Target level Year 2	Target level Year 3
8	the sum of all hourly projects completed in each 6 month period to be no less than 0.85 and no greater than 1.05 Ratio of Tender Sum to Cost Estimate for capital projects, based on the sum of all tenders received in each 6 month period to be no less than no less than 0.85 and no greater than 1.05	months Reporting monthly and Independent audit every 6 months	100%	100%	100%
9	Capital works tender documents completed ready for issue by the agreed deadline	Reporting monthly and Independent audit every 6 months	100%	100%	100%
10	Instructions for connections to water sewerage and storm water networks and vehicle crossings issued to network maintenance contractors within 2 working days of receipt of application	Reporting monthly and Independent audit every 6 months	100%	100%	100%

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2. REVIEW OF KEY PERFORMANCE INDICATORS

The Key Performance Indicators (KPIs), and the associated target levels will be reviewed by Kaipara District Council at the end of Year 1 and thereafter every two years. Any changes to the Key Performance Indicators and the associated target levels shall be implemented following discussions between Kaipara District Council and the Consultant.

3. MONTHLY PERFORMANCE MONITORING

Reviews of performance against the required performance levels for the KPIs will be undertaken and reported on monthly in order that Kaipara District Council can monitor performance.

The Monthly Performance Evaluation will be carried out using the Monthly Performance Evaluation Table.

The Monthly Performance Evaluation table shall be completed by the Consultant for each month in the year, starting from month one of the Contract and forwarded to Kaipara District Council as part of the Monthly Progress report by the last day of each month.

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Monthly Performance Evaluation Table

	PERFORMANCE CRITERIA	Y, N, Or N/A	COMMENTS
1	Compliance with Consultant's approved Health and Safety Plan		
2	All Reports provided to Kaipara District Council in accordance with the requirements of the Contract and the specified timeframes		
3	RAMM and BizeAsset asset databases updated within the timeframes specified in the Contract		
4	Compliance with agreed Quality Management Plan		
5	Resource Consent applications dealt with in accordance with statutory timeframes		
6	Submission of monthly claims including variations with appropriate breakdowns in accordance with the required format and timeframes		
7	Ratio of Actual Fee to Target Fee Estimate for hourly projects, based on the sum of all hourly projects completed in each 6 month period to be no less than 0.85 and no greater than 1.05		
8	Ratio of Tender Sum to Cost Estimate for capital projects, based on the sum of all tenders received in each 6 month period to be no less than no less than 0.85 and no greater than 1.05		
9	Capital works tender documents completed ready for issue by the agreed deadline		
10	Instructions for connections to water sewerage and storm water networks and vehicle crossings issued to network maintenance contractors within 2 working days of receipt of application		

4. OVERALL PERFORMANCE RATING AND PAYMENT ADJUSTMENTS

An Overall Performance Rating will be calculated every 6 months by Kaipara District Council on the basis of an independent audit.

The independent auditor shall review the consultant's performance over the previous 6 months and for each month shall produce an audited Monthly Performance Evaluation using the Monthly Performance Evaluation Table.

The Overall Performance Rating is then determined by the overall score from the previous 6 month period, using the results of the Audited Monthly Performance Evaluations, as follows:-

$$\text{Performance Rating} = 100 \times A / (A+B) \%$$

A = the total number of Yes's achieved in the preceding 6 months

B = the total number of No's in the preceding 6 months

In the event that a KPI cannot be measured in any period, the KPI will not be included in the Overall Performance Rating.

The Performance Rating value will be rounded up to the nearest whole number.

The Performance Rating will be used to determine the performance related payment to be made to/by the Consultant for the preceding 6 month period.

Overall Performance Evaluation Table

	PERFORMANCE CRITERIA	RESULT
A	Total number of yes's in previous 6 months Audited Monthly Performance Evaluations	
B	Total number of no's in previous 6 months Audited Monthly Performance Evaluations	
	A + B	
	Rating = $100 \times (A/(A+B)) \%$	

N

Performance Scoring Table

Performance Rating Score (%)	RATING	DESCRIPTION
100	Excellent	Awarded when requirements are consistently met in an outstanding manner
90	Above Average	Requirements fully covered in all material aspects, and being proactive
80	Average	Outputs adequate and performance is adequate
70 or 60	Below Average	Outputs adequate but in a reactive mode
50 or less	Poor	Unacceptable Serious deterioration of services

The payments made to the Consultant shall be adjusted, dependant on performance in the period as reviewed above, in accordance with the Schedule of Performance Payment Adjustments as shown below.

Schedule of Performance Payment Adjustments for Consultant

Performance Rating for the Period %	Performance payment adjustment as a percentage of the payments due for the period
100	+2.0%
90	0
80	-2%
70 or 60	-5%
50 or less	-10%

No positive performance payment adjustments will be made for any 6 month period in which the Consultant's performance in relation to the Health and Safety KPI does not achieve the appropriate target level in any month in the 6 month period.

The Consultant's performance during the year will be reviewed by Kaipara District Council. In the event that one or more of the following occurs:-

- the Performance Rating falls to 70% or below in any performance period, or
- the Performance Rating is 80% or below in 2 consecutive performance periods, or
- there is a non-compliance with the Consultant's Health and Safety Plan,

the Consultant is required to prepare, within two weeks of completion of the Performance Review, an Improvement Plan for Kaipara District Council, to demonstrate how the

performance will improve or non-compliances will be rectified and avoided in the future. In the event that an Improvement Plan is required, monthly audits of the consultant's performance may be undertaken for a period of up to 6 months, either by Kaipara District Council or by an Independent Auditor.

The Consultant should note that Kaipara District Council may terminate the Contract in the event that the Consultants Performance remains at less than 80% for more than 3 months following the agreement of Kaipara District Council to the Consultant's Improvement Plan.

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5. PAYMENTS AND SCHEDULE OF PRICES

5.1 Payments

The services required under this contract are set out in detail in **Appendix A – Scope of Services**. The work sections are summarised below for the sole purpose of assisting Tenderers to complete the schedule of payments.

Management of Rooding and Stormwater Networks (Work Section A)

- (i) Asset Management of the rooding network
- (ii) Management of Council's Rooding network maintenance contracts, including all inspections and reporting to Council in accordance with the requirements of the Contract.
- (iii) Road safety work as required by this Contract
- (iv) Capital Works relating to rooding
- (v) General Advice, Technical Reports and support relating to rooding
- (vi) Relationship Management which shall include preparation and maintenance of the consultants program, contract quality plan, preparation and submission of monthly reports and attending and issuing minutes of all progress meetings

Management of Water and Wastewater Networks (Work Section B)

- (i) Asset Management of the Water and Wastewater networks
- (ii) Management of Council's water and wastewater network maintenance contracts, including all inspections and reporting to Council's Community infrastructure Assets Manger in accordance with the requirements of the Contract.
- (iii) Capital Works relating to Water and Wastewater
- (iv) General Advice, Technical Reports and support relating to Water and Wastewater
- (v) Relationship Management which shall include preparation and maintenance of the consultants program, contract quality plan, preparation and submission of monthly reports and attending and issuing minutes of all progress meetings

Refuse (Work section C)

The work shall include (but is not limited to):

- (i) Asset Management of Council's closed landfills
- (ii) Management of Council's recycling contract
- (iii) Capital Works relating to Refuse
- (iv) General Advice, Technical Reports and support relating to Refuse
- (v) Relationship Management which shall include preparation and maintenance of the consultants program, contract quality plan, preparation and submission of monthly reports and attending and issuing minutes of all progress meetings

Resource Consent Applications (Work Section D)

The work shall include (but is not limited to);

- (i) Management and processing of Resource Consent applications within the Resource Management Act 1991 (RMA) and Council's timeframes and in accordance with the objectives and rules in the Operative District Plan. This includes holding pre-lodgement meetings, initial assessment of applications,



- reporting, attendance as appropriate at hearings and appeals, approval of engineering plans and works and survey plans, and status updates.
- (ii) General Advice, Technical Reports and support relating to Resource Consents
 - (iii) Relationship Management which shall include preparation and maintenance of the consultants program, contract quality plan, preparation and submission of monthly reports and attending and issuing minutes of all progress meetings

5.2 Disbursements

Disbursements, including mileage, in relation to the seconded and core teams shall be included in the appropriate monthly lump sums, percentage fees and hourly rates. Disbursements for technical experts will only be paid if their normal place of work is more than 1.5 hours drive from Dargaville, and only with the prior approval of the Principal.

5.3 Payments and Invoicing

Payments of Lump Sums or percentage fees for each activity shall be made on the basis of the proportion of the activity satisfactorily completed at the end of the period claimed for.

Invoices shall separately identify the following amounts

Relationship management fee – total claimed to date
total of previous payments
net claimed this period

For each project -total fee claimed to date
total of previous fee payments
net fee claimed this period

Payments for hourly rate items shall be on the basis of hours incurred during the period claimed for

Payments of fixed fee items (Resource Consents) shall be on the basis of number of applications in each classification completed in the period claimed for

5.4 Performance Related Payments

Payments due to the Consultant shall be adjusted for performance as detailed in Section 4 – Overall performance rating and payment adjustments. Performance related payment adjustments shall be made every 6 months.

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CONTENTS

Form of Tender

Price

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Overall Tender Sum	14
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Section A: Roothing and Stormwater Network

Roothing and Stormwater Asset Management

The scope of work in:

- Work Section A(i) – Asset management of the rooothing and stormwater network
- Work Section A(ii) – Management of the rooothing Operations & Maintenance contract
- Work Section A(iii) – Road safety works
- Work Section A(vi) – Relationship Management

1 March 2011 to 29 February 2012

Work Section	Description	No.	Unit	Rate	Sum \$
(i)	Asset Management, rooothing network	12	Months	\$36,714.98	\$440,579.80
(ii)	Management of rooothing operations and maintenance contract, including all inspections required by this Contract	12	Months	\$10,205.13	\$122,461.50
(iii)	Roothing Safety work as required by this Contract	12	Months	\$4,917.50	\$59,010.00
(vi)	Relationship Management	12	Months	\$38,067.75	\$456,813.05
TOTAL FOR YEAR 1					\$1,078,864.35

1 March 2012 to 28 February 2013

Work Section	Description	No.	Unit	Rate	Sum \$
(i)	Asset Management, rooothing network	12	Months	\$35,230.47	\$422,765.60
(ii)	Management of rooothing operations and maintenance contract, including all inspections required by this Contract	12	Months	\$10,307.18	\$123,686.12
(iii)	Roothing Safety work as required by this Contract	12	Months	\$5,387.51	\$64,650.10
(iv)	Relationship Management	12	Months	\$31,294.27	\$375,531.18
TOTAL FOR YEAR 2					\$986,632.99

1 March 2013 to 30 June 2014

Work Section	Description	No.	Unit	Rate	Sum \$
(i)	Asset Management, rooothing network	15	Months	\$19,336.62	\$290,049.30
(ii)	Management of rooothing operations and maintenance contract, including all inspections required by this Contract	15	Months	\$10,078.25	\$151,173.75
(iii)	Roothing Safety work as required by this Contract	15	Months	\$4,408.87	\$66,133.10
(iv)	Relationship Management	15	Months	\$28,735.13	\$431,026.93
TOTAL FOR YEAR 3					\$938,383.08

N

Roading and Stormwater Capital Works

Work Section A(iv) – Roading and Stormwater Capital Works

	Tender Sum	Lowest Tender Sum Range \$,000					Total Sum \$
		\$0-250,000	\$251,000 – \$500,000	\$501,000 – \$1,000,000	1,000,001 – \$2,500,000	\$2,500,001 – \$5,000,000	
	Number of contracts	8	2	10	-	-	
	Value of each contract	\$200,000	\$412,608	\$750,000			
Design, including all design reports	%	5.3%	5.3%	5.0%	5.0%	5.0%	
	Fee / Contract	\$10,600	\$21,868	\$37,500	\$0	\$0	
Tender documents and tendering	%	1.00%	1.00%	1.00%	1.00%	1.00%	
	Fee / Contract	\$2,000.00	\$4,126.08	\$7,500.00	\$0.00	\$0.00	
Contract administration including Engineer to the Contract	%	2.00%	1.50%	1.00%	1.00%	1.00%	
	Fee / Contract	\$4,000.00	\$6,189.12	\$7,500.00	\$0.00	\$0.00	
Construction Monitoring (CM3)	%	2.00%	2.00%	2.00%	2.00%	2.00%	
	Fee / Contract	\$4,000.00	\$8,252.16	\$15,000.00	\$0.00	\$0.00	
	Total	\$164,800.00	\$80,871.17	\$675,000.00	\$0.00	\$0.00	\$920,671.17

Roading and Stormwater General Advice, Technical Reports and Support

Work Section A(v) – Roading and Stormwater General Advice

Name	Role/Position	Location	Hourly Rate \$	Hours	Sum \$
Fergus Tate	Partner / Principal	Wellington	\$260	50	\$13,000
David Spoonley	Senior	Whangarei	\$220	80	\$17,600
James Mckay	Junior	Whangarei	\$150	50	\$7,500
Wendy Mosley	Administration	Whangarei	\$85	20	\$1,700
				200	\$39,800

Percentage increase to the above rates for Year 2: As per ACENZ – See Price Clarification Section \$40,198.00

Percentage increase to the above rates for Year 3: As per ACENZ – See Price Clarification Section \$40,599.98

Tender Sum for Roading and Stormwater

Year 1	
• Asset management, etc	\$1,078,864.35
• Capital works	\$920,671.17
• General Advice, etc	\$39,800.00
TOTAL FOR YEAR 1	\$2,039,335.52
Year 2	
• Asset management, etc	\$986,632.99
• Capital works	\$920,671.17
• General Advice, etc	\$40,198.00
TOTAL FOR YEAR 2	\$1,947,502.16
Year 3	
• Asset management, etc	\$938,383.08
• Capital works	\$920,671.17
• General Advice, etc	\$40,599.98
TOTAL FOR YEAR 3	\$1,899,654.22



Section B: Water and Wastewater Networks

Water and Wastewater Asset Management

The scope of work in:

- Work Section B(i) – Asset management of the water and wastewater networks
- Work Section B(ii) – Management of the water and wastewater Operations & Maintenance contract
- Work Section B(v) – Relationship Management

1 March 2011 to 29 February 2012

Work Section	Description	No.	Unit	Rate	Sum \$
B (i)	Asset Management, water and wastewater networks	12	Months	\$7,134.53	\$85,614.38
B (ii)	Management of water and wastewater operations and maintenance contract	12	Months	\$ 11,815.78	\$141,789.38
B (v)	Relationship Management	12	Months	\$ 2,733.50	\$ 32,802.01
TOTAL FOR YEAR 1					\$ 260,205.76

1 March 2012 to 28 February 2013

Work Section	Description	No.	Unit	Rate	Sum \$
B (i)	Asset Management, water and wastewater networks	12	Months	\$7,205.88	\$86,470.52
B (ii)	Management of water and wastewater operations and maintenance contract	12	Months	\$11,933.94	\$136,207.27
B (v)	Relationship Management	12	Months	\$2,760.84	\$33,130.03
TOTAL FOR YEAR 2					\$ 255,807.82

1 March 2013 to 30 June 2014

Work Section	Description	No.	Unit	Rate	Sum \$
B (i)	Asset Management, water and wastewater networks	15	Months	\$7,277.94	\$109,169.03
B (ii)	Management of water and wastewater operations and maintenance contract	15	Months	\$12,053.28	\$173,799.18
B (v)	Relationship Management	15	Months	\$2,788.44	\$41,826.67
TOTAL FOR YEAR 3					\$ 324,794.88

N

Water and Wastewater Capital Works

Scope of work in Work Section B(iii) - Water and Wastewater Capital Works

	Percentage Fees	Lowest Tender Sum Range \$,000							
		0-250		251-500		501-1,000		1,001-2,500	2,501-5,000
		Fee %age accepted tender sum		Fee %age accepted tender sum		Fee %age accepted tender sum		Fee %age accepted tender sum	Fee %age accepted tender sum
	Number of contracts	1		2		2		0	0
	Value of each contract	\$150,000		\$325,000		\$800,000			
Treatment plants and treatment plant units	Design, including all design reports	8.3%	\$12,450.00	8.3%	\$26,975.00	8.20%	\$65,600.00	8.2%	8.2%
	Tender Documents and Tendering	1.5%	\$2,250.00	1.5%	\$4,875.00	1.50%	\$12,000.00	1.5%	1.5%
	Contract Admin incl Eng to the Contract	2.0%	\$3,000.00	1.5%	\$4,875.00	1.00%	\$8,000.00	1.0%	1.0%
	Construction Monitoring (CM3)	2.0%	\$3,000.00	2.0%	\$6,500.00	2.0%	\$16,000.00	2.0%	2.0%
Reticulation including outfalls	Design, including all design reports	5.3%	\$7,950.00	5.3%	\$17,225.00	5.00%	\$40,000.00	5.0%	5.0%
	Tender Documents and Tendering	1.5%	\$2,250.00	1.5%	\$4,875.00	1.50%	\$12,000.00	1.5%	1.5%
	Contract Admin incl Eng to the Contract	1.5%	\$2,250.00	1.5%	\$4,875.00	1.00%	\$8,000.00	1.0%	1.0%
	Construction Monitoring (CM3)	2.0%	\$3,000.00	2.0%	\$6,500.00	2.0%	\$16,000.00	2.0%	2.0%
Other, including Pumping stations	Design, including all design reports	8.0%	\$12,000.00	8.0%	\$26,000.00	8.20%	\$65,600.00	8.2%	8.2%
	Tender Documents and Tendering	1.5%	\$2,250.00	1.5%	\$4,875.00	1.50%	\$12,000.00	1.5%	1.5%
	Contract Administration including Engineer to the Contract	2.0%	\$3,000.00	2.0%	\$6,500.00	1.00%	\$8,000.00	1.0%	1.0%
	Construction Monitoring (CM3)	2.0%	\$3,000.00	2.0%	\$6,500.00	2.0%	\$16,000.00	2.0%	2.0%
	TOTAL		\$56,400.00		\$241,150.00		\$558,400.00		\$855,950.00

N

Water and Wastewater General Advice, Technical Reports and Support

Work Section B(v) – Water and Wastewater General Advice

Name	Role/Position	Location	Hourly Rate \$	Hours	Sum \$
Allan Leahy	Partner / Principal	Auckland	\$260	100	\$26,000
Grant Lorimer	Senior	Auckland	\$200	160	\$32,000
Damien Wilkinson	Junior	Whangarei	\$105	100	\$10,500
Wendy Mosley	Administration	Whangarei	\$85	40	\$3,400
				400	\$71,900

* Names to be provided if requested

Percentage increase to the above rates for Year 2: As per ACENZ – See price Clarification Section \$72,619.00

Percentage increase to the above rates for Year 3: As per ACENZ – See price Clarification Section \$ 73,345.19



Tender Sum for Water and Wastewater Networks

Year 1	
• Asset management, etc	\$260,205.76
• Capital works	\$855,950.00
• General Advice, etc	\$71,900.00
TOTAL FOR YEAR 1	\$1,188,055.76
Year 2	
• Asset management, etc	\$255,807.82
• Capital works	\$855,950.00
• General Advice, etc	\$72,619.00
TOTAL FOR YEAR 2	\$1,184,376.82
Year 3	
• Asset management, etc	\$324,794.88
• Capital works	\$855,950.00
• General Advice, etc	\$73,345.19
TOTAL FOR YEAR 3	\$1,254,090.07

N

Section C: Refuse Contract Management

The scope of work in:

- Work Section C(i) Refuse – Asset Management and C(iv) Relationship Management

1 March 2011 to 29 February 2012

Work Section	Description	No.	Unit	Rate	Sum \$
(i)	Asset Management	12	Months	\$1,170.40	\$14,044.79
(iv)	Relationship Management	12	Months	-	-
TOTAL FOR REFUSE YEAR 1					\$14,044.79

1 March 2012 to 29 February 2013

Work Section	Description	No.	Unit	Rate	Sum \$
(i)	Asset Management	12	Months	\$1,182.10	\$7,092.62
(iv)	Relationship Management	12	Months	-	-
TOTAL FOR REFUSE YEAR 2					\$7,092.62

1 March 2013 to 30 June 2014

Work Section	Description	No.	Unit	Rate	Sum \$
(i)	Asset Management	15	Months	\$ 1,193.92	\$8,954.43
(iv)	Relationship Management	15	Months	-	-
TOTAL FOR REFUSE YEAR 3					\$8,954.43

Refuse Advice, General Advice, Technical Reports and Support

Work Section C(ii) – Refuse General Advice, Technical Reports, Development Engineering and Support

Name	Role/Position	Location	Hourly Rate \$	Hours	Sum \$
John Cocks	Partner / Principal	Dunedin	\$290	15	\$4350
Phil Landmark	Senior	Wellington	\$210	24	\$5040
Annie Feng	Junior	Auckland	\$110	15	\$1650
Wendy Mosley	Administration	Whangarei	\$85	6	\$510
				60	\$11,550

* Names to be provided if requested

Percentage increase to the above rates for Year 2: As per ACENZ – See price Clarification Section \$11,665.50

Percentage increase to the above rates for Year 3: As per ACENZ – See price Clarification Section \$11,752.16

Our understanding of the scope for capital works percentage fee.

Tender Sum for Refuse Contract Management

Year 1	
• Asset management, etc	\$14,044.79
• General Advice, etc	\$11,550.00
TOTAL FOR YEAR 1	\$25,594.79
Year 2	
• Asset management, etc	\$7,092.62
• General Advice, etc	\$11,665.50
TOTAL FOR YEAR 2	\$18,758.12
Year 3	
• Asset management, etc	\$8,954.43
• General Advice, etc	\$11,782.16
TOTAL FOR YEAR 3	\$20,736.58

N

Section D: Resource Consent Applications – Processing

Work Section D(i) – Management and Processing of Resource Consent Applications

2009/10 Fees and Charges				
	Description	Existing charge to the customer \$	Council overheads \$	Consultants fee \$
1	Non-notified urban subdivisions			
	1 and 2 lots	\$1,422	\$178	\$1,244
	3 to 5 lots	\$3,022	\$889	\$2,133
	6 to 10 lots	\$4,889	\$889	\$4,000
	11 to 15 lots	\$6,667	\$889	\$5,778
	16 to 20 lots	\$8,889	\$1,777	\$7,112
	21+ lots	\$8,889	\$1,777	\$7,112
		Plus \$178 per additional lot >21		Plus \$178 per additional lot >21
2	Non-notified rural subdivisions			
	1 and 2 lots	\$1,422	\$178	\$1,244
	3 to 5 lots	\$3,022	\$889	\$2,133
	6 to 10 lots	\$4,889	\$889	\$4,000
	11 to 15 lots	\$6,667	\$889	\$5,778
	16 to 20 lots	\$8,889	\$889	\$7,112
	21+ lots	\$9,778	\$1,778	\$7,112
		Plus \$178 per additional lot >21		Plus \$178 per additional lot >21
3	Within Kaipara Harbour Environment Area			
	- Add \$1,022 for up to 20 lots to (2) above			
	- Add \$2,045 for more than 20 lots to (2) above			
4	Notification – 2 times the non-notified fee (i.e. the non-notified fee is half the notified fee)			
5	S92 Request ¹	\$267	\$90	\$177
6	DLR approval of amalgamation condition	\$133	\$44	\$89
7	Land Use Consents			
	(a) Bulk and location infringements (non notified)	\$489	\$89	\$400
	Bulk and location infringements (notified)	\$2,667	\$889	\$1,778
	(b) Signs (non notified)	\$756		\$560
	Signs (non notified)	\$2,667		\$1,778
	(c) Earthworks (non notified)	\$2,044	\$444	\$1,600
	(d) Urban (non notified)	\$2,222	\$444	\$1,778
	(e) Rural (non notified)	\$2,222	\$444	\$1,778
8	Notification 7 (b) (c) and (d) two times the non-notified fee (non-notified fee is half the notified fee)			
9	Hearings fee – all applications			
	(a) Judicial Committee – up to two hours (minimum charge)	\$1,333	\$444	\$889

2009/10 Fees and Charges				
	Description	Existing charge to the customer \$	Council overheads \$	Consultants fee \$
	Cost per additional hour Or	\$533	\$266	\$260
	(b) Independent Commissioner up to two hours (minimum charge)	\$1,156	\$267	\$889
	Cost per additional hour Plus Commissioner's fee (actual)	\$356	\$89	\$260
10	Engineering plans review where separate from application Fee is \$177 plus engineer's time at \$ per hour		\$177	140/hr
11	Post Approval			\$170
	(a) Vehicle Crossing Inspection	\$223	\$45	
	(b) Section 224(c) signoff		62 plus any charges to Council	\$440

Work Section D(i) Resource Consent Applications - Processing

Type of Resource Consent	Sub division	Land Use	Coastal	Water	Discharge	Total	Sum*
Number of notified consents processed	1	1				2	\$4,276
Number of limited Notification consents processed	4					4	\$9,952
Number of non-notified consents processed	148	46				194	\$202,512
Total consents processed	153	47				200	\$216,740

*We have selected the lowest cost per category

Percentage increase to the above rates for Year 2 3% \$223,242.20

Percentage increase to the above rates for Year 3 3% \$229,939.47

N

Resource Consent Applications General Advice, Technical Reports and Support

Work Section D(ii) – Resource Consent Applications General Advice, Technical Reports and Support

Name	Role/Position	Location	Hourly Rate \$	Hours	Sum \$
Peter Reaburn	Partner / Principal	Auckland	\$200	15	\$3000
Kim Nathan	Senior	Auckland	\$140	24	\$3360
Adam Perkinson	Junior	Whangarei	\$110	15	\$1650
Wendy Mosley	Administration	Whangarei	\$85	6	\$510
				60	\$8,520.00

Percentage increase to the above rates for Year 2: 3% \$8,775.00

Percentage increase to the above rates for Year 3: 3% \$9,038.87

For General Resource Consent Planning Advice and Support – not included in tender sum

Name	Role/Position	Location	Hourly Rate \$	Hours	Sum \$
Paula Hunter	Partner / Principal	Auckland	\$275	15	\$4,125
Jane Puddephatt	Senior	Auckland	\$210	24	\$5,040
Rohan Naidoo	Junior	Whangarei	\$135	15	\$2,025
Wendy Mosley	Administration	Whangarei	\$85	6	\$510
				60	\$11,700.00

Resource Consent Applications – Relationship Management

Work Section D(iii) – Resource Consent Applications Relationship Management

1 March 2011 to 29 February 2012

Work Section	Description	No.	Unit	Rate	Sum \$
D (iii)	Relationship Management	12	Months	\$26,208.00	\$26,208.00
TOTAL FOR RESOURCE CONSENT APPLICATIONS YEAR 1					

1 March 2012 to 28 February 2013

Work Section	Description	No.	Unit	Rate	Sum \$
D (iii)	Relationship Management	12	Months	\$26,994.24	\$26,994.24

TOTAL FOR RESOURCE CONSENT APPLICATIONS YEAR 2

1 March 2013 to 30 June 2014

Work Section	Description	No.	Unit	Rate	Sum \$
D (iii)	Relationship Management	15	Months	\$27,804.07	\$27,804.07

TOTAL FOR RESOURCE CONSENT APPLICATIONS YEAR 3

N

Tender Sum for Resource Consent Applications – Processing

Year 1	
• Management and Processing	\$216,740.00
• General Advice	\$8,520.00
• Relationship	\$26,208.00
TOTAL FOR YEAR 1	\$251,468.00
Year 2	
• Management and Processing	\$223,242.20
• General Advice	\$8,775.60
• Relationship	\$26,994.24
TOTAL FOR YEAR 2	\$259,012.04
Year 3	
• Management and Processing	\$229,939.47
• General Advice	\$9,038.87
• Relationship	\$27,804.07
TOTAL FOR YEAR 3	\$266,782.40

Overall Tender Sum

Year 1	
• Roads	\$2,039,335.52
• Water and Waste	\$1,188,055.76
• Refuse	\$25,594.79
• Resource Consent Planning	\$251,468.00
TOTAL FOR YEAR 1	\$3,504,454.07
Year 2	
• Roads	\$1,947,502.16
• Water and Waste	\$1,184,376.82
• Refuse	\$18,758.12
• Resource Consent Planning	\$259,012.04
TOTAL FOR YEAR 2	\$3,409,649.14
Year 3	
• Roads	\$1,899,654.22
• Water and Waste	\$1,254,090.07
• Refuse	\$20,736.58
• Resource Consent Planning	\$266,782.40
TOTAL FOR YEAR 3	\$3,441,263.27
TOTAL OVERALL TENDER SUM	\$10,355,366.48



Price Schedule Clarifications

Capital Projects

Our fee for capital works projects is consistent with the RFT. We understand that most projects carried out by KDC are simple, well defined and do not include complex site conditions or designs. As per the RFT these fees therefore exclude.

- Complex geotechnical investigations and reporting;
- site surveys;
- investigation of ground water conditions;
- economic studies;
- third party sub-consultants required for complex investigations
- fast tracking the project.

This fee therefore excludes our project delivery process as discussed in our Methodology section however we recommend this methodology for further Kaipara District Council consideration.

Annual Percentage Fee Escalations

Roads and Stormwater, Water and Wastewater, Refuse

In order to protect and be fair to both parties we suggest our annual fee increase is linked to the industry standard Association of Consulting Engineers of New Zealand (ACENZ) Annual Remuneration Survey. This annual survey provides the average increase in professional salaries across all members. For the purposes of the tender and to get a tender sum, we have used last year's movement of 1% in our price schedule.

ACENZ REMUNERATION SURVEY	Fixed Remuneration (%)
Whole sample median movements 2009-10	1.0

Resource Consent Processing

The annual increase for the Resource Consent Processing portion of the work is fixed at 3% per annum.

Asset Management Plans

Our price includes all work as required by the RFT using staff within the Seconded or Core Team. Any additional services which may be required to complete the work by staff outside this local team will be additional, if instructed and approved by Council.

Stakeholder queries

Our price includes for all customer services queries as required to be carried out by the seconded and local core team. Any additional services which may be required to complete the work by staff outside this local team will be additional, if instructed and approved by Council.

N

Water and Wastewater

Section 4.1.5

For the purposes of quantifying this work MWH has included all administration work required to apply for new consents. Fees for preparing Assessment of Environmental Effects or stakeholder consultation, any supporting information, consent strategy or negotiations with the consenting authority, is excluded from the tender sum.

Refuse

We have excluded fees to manage Council's recycling contractor.

Resource Consent Planning

1. We confirm that the following planning tasks have not been allowed for in the RFT:
 - Sec 223 assessment
 - Sec125 assessment
 - Sec 127 assessment
 - Sec 221 assessment and action
 - Sec240 covenants or amalgamations
 - Sec226 separation of titles
 - Sec348 easements
 - Engineering inspections

We therefore assume these tasks will be carried out at hourly rates as specified.

2. Our fees do not include any allowance for solicitor's costs and it is assumed that Council solicitors will be engaged for all legal matters relating to consent processing and that advice is obtainable from them.
3. Our fees for the Resource Consent manager includes for Kim Nathan to be available in Dargaville or Kaiwaka to meet the requirements of the RFT (to meet processing timeframes).

DISCOUNT FOR MORE THAN ONE WORK SECTION

Our price is prepared on the basis that MWH is awarded all four Sections as per the RFT with MWH managing the Resource Consenting sub-consultant within our team. We would be happy to discuss and negotiate with you the impact of our tender and price should you wish to award any separate sections to MWH and/or others.

For further information please do not hesitate to contact Ralph Fouche on 021 406 063.

GST

All prices submitted exclude GST.



APPENDIX C: COUNCILS REPRESENTATIVE

In relation to Resource Consents:

Development Manager

In relation to all other aspects of the contract:

Community Infrastructure Assets Manager

N

APPENDIX D: CONSULTANTS KEY PERSONNEL

Personnel Schedule

Professional Services Provider Key Personnel

Consultant's Representative
Contact Phone Number (24 hrs):

.....

Key Personnel (Tenderer to List)



APPENDIX E: SUB CONSULTANTS





SUBCONSULTANT SCHEDULE

SUBCONSULTANT'S NAME	SUBCONSULTANT'S ROLE	KEY PERSONNEL
Cato Bolam Consultants Limited	Resource Consent Manager	Kim Nathan

N

APPENDIX F: LIST OF SIGNIFICANT HAZARDS

The significant hazards identified below are believed to relate to contract 666. Tenderers should allow for them in their tenders showing how each is to be controlled.

Note that the list may not be complete and it is the Tenderer's responsibility to ensure that all significant hazards relating to the Services to be provided are identified and controlled.

Significant Hazards

1. Road traffic
2. Pedestrian Safety
3. Machinery noise
4. Machinery operation
5. Plant operation
 - a. Electric shock
 - b. Moving parts
6. Open excavations
 - a. Collapse
7. Underground and overhead services
 - a. Electric shock
8. Confined space entry
 - a. Fumes inhalation
 - b. Surges
 - c. Slippery surfaces
 - d. Contamination
9. Cuts and scratches
10. Sun exposure



Potential Hazards and Controls

The following are the most likely hazards associated with projects managed by MWH. If you identify additional hazards or unsafe practices you are to notify the Project Manager and the controller of the site.

If concerned for your own safety or the safety of others you are to stop work, move to a safe area, alert others and contact the Project Manager and worksite representative.

Hazards	Risk	Risk Rank	Controls
Confined Spaces	Accidents resulting in personal injury or death.	High	<p>No person shall enter a confined space unless they have received appropriate training from an approved supplier and subject to the following conditions:</p> <ul style="list-style-type: none"> • A competent person has carried out a Risk Assessment of the entry; • A Confined Space Entry Permit has been completed and entry conditions met. This must include atmospheric testing of the confined space. The Permit must meet the requirements of AS/NZS 2865:2001 Safe working in a Confined Space; • Communication channels, including emergency communications, have been established, explained and are clearly understood; • Appropriate rescue equipment is available for immediate use; and • There is at least one dedicated standby person. <p>IF IN DOUBT – DO NOT ENTER THE CONFINED SPACE Refer to the Hazard Information Sheet 1 for further details</p>
Travelling to Site	Traffic accident.	High	<ul style="list-style-type: none"> • Motor vehicle to be insured and roadworthy. • All drivers to hold a current driver's Licence. • ALWAYS wear seatbelts. • Observe all speed limits and road signage and signalling. • DO NOT use hand held mobile phone whilst driving. • Notify MWH project manager of intention to visit site. • Notify Site Representative of intention to visit the site. • In the event of an accident notify the MWH Project Manager.
Driving in rugged areas	Traffic Accident	High	<ul style="list-style-type: none"> • Drivers of specialist vehicles such as Four Wheel Drive and ATV vehicles shall have prior experience and training before undertaking driving in bush/mountain conditions. • Drivers must be aware of the

N

Hazards	Risk	Risk Rank	Controls
Biological	Contact with sewage and sewage products	High	<p>limitations of the vehicle being used in the conditions to be encountered.</p> <ul style="list-style-type: none"> • All open wounds should be covered. • Do not touch raw sewage, wastewater or drain water. Keep hands away from mouth, eyes and nose at all times. • Gloves and eye protection PPE must be worn if contact with sewage is likely e.g. sampling. • Always wash hands with disinfectant after inspection and before leaving the site. • Wash hands prior to eating or smoking. • Ensure washing facilities are available. Where facilities are not available, carry a supply of water and soap or other appropriate cleaning materials such as industrial grade wet wipes. • Wash all equipment after contact with sewage. • If an open cut is sustained or an existing wound comes in contact with sewage report it to the MWH Project Manager and seek medical advice. The doctor should be clearly advised that you have come in contact with sewage, if attending for treatment. • Do not drink from or use for washing taps marked "Reclaimed Effluent", "Industrial Water" or "Do not drink". • Do not eat on-site apart from in approved areas.
Hazardous, toxic, dangerous goods	Contact with hazardous, toxic or dangerous goods.	High	<ul style="list-style-type: none"> • Signposted procedures are to be undertaken prior to entry to any Chlorine Building. • Appropriate PPE including eyewear and safety footwear must be worn when entering chemical storage (bunded) areas. • Relevant PPE as per Material Safety Data Sheet (MSDS) located at each chemical site must be worn when inspecting chemical dosing plants. • Do not touch or handle any goods at the site. • If exposed to hazardous, toxic or dangerous goods read available health and safety information (e.g. Materials Safety Data Sheets) and where necessary proceed according to the treatment recommendations. • Deluge and eye-wash stations are available within each chemical



Hazards	Risk	Risk Rank	Controls
			storage area. Seek assistance. • Avoid chemical storage areas when tanker unloading is being undertaken.
Electricity	Electrical Shock	High	<ul style="list-style-type: none"> • DO NOT touch any electrical installations. • DO NOT touch any computer equipment or SCADA terminals. • Notify a Site Representative if you require any electrical cabinets to be opened for inspection. Then only open cabinets to view internals. DO NOT touch internals of any cabinets or enclosures. • An inspection that may require isolation of equipment is to be undertaken under Permit ONLY. The site Permit to Work Certificate (PTWC) Procedure must be followed. • Lock Out and Tag Out procedures are to be followed for any equipment requiring isolation. • High Voltage Permit must be obtained prior to entering HV areas and an authorised person must be present.
Gas, fumes, foul air	Inhalation, fire, explosions, skin or eye irritation.	Med	<ul style="list-style-type: none"> • Do not enter any areas marked NO ENTRY. • Do not enter any areas marked NO UNAUTHORISED ENTRY unless accompanied by an authorised person with suitable gas detection equipment. • Non intrinsically safe electronic equipment such as phones and pagers must be switched off before entering designated Hazardous Gas Areas and Zones and when underground. • Evacuation procedures are to be followed • In the event of fire do not use lifts - use the emergency egress routes as marked. • Immediately leave an area if you consider there is gas, fumes or foul air present that may present a danger and advise the Site Representative. • NO SMOKING inside buildings or near any structures so marked. <p>When drilling sample points;</p> <ul style="list-style-type: none"> • Do not drill into metal ductwork. Only FRP or Plastic duct will have sample points fitted to prevent spark / hot metal ignition sources • Only use battery powered low voltage

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Hazards	Risk	Risk Rank	Controls
			tools <ul style="list-style-type: none"> • Notify Site Representative of sample point requirements prior to drilling. • Only drill from safe height, use ladder if required. (see ladders and elevated platforms) • Fit "bung" stopper after sample hole has been drilled to prevent escape of toxic / flammable gas.
Manual handling	Back or muscle injury. Loss of control of material resulting in physical injury.	High	<ul style="list-style-type: none"> • Avoid lifting. If necessary to lift anything at the site, then follow safe lifting procedures. • Exercise caution when undertaking any manual handling (e.g. lifting, pushing, pulling, bending, twisting and reaching). • Safe Handling techniques and the use of aids are required for manual handling (e.g. additional people, trolleys, wheelbarrows and handles).
Moving Machinery	Injury caused by contact with moving machinery component. Overhead machinery.	High	<ul style="list-style-type: none"> • DO NOT touch any part of any moving mechanical equipment. • Any activity that may require the inspection of equipment by removal of any fixed or hinged covers for that equipment shall only be undertaken in consultation with, and with the authorisation of, the Site Representative. • Should it be necessary to isolate any mechanical equipment for inspection then the Site Representative must be informed and will complete the necessary isolation procedures
Moving Machinery and Traffic – Walking around the site	Accident involving a vehicle on the site.	High	<ul style="list-style-type: none"> • Report to the Site Representative and advise your intended movements. • Appropriate enclosed footwear to be worn at all times. • Where there are designated walkways, stay within the marked lines or handrails. • Be alert for moving machinery and motor vehicles and do not enter into positions of risk. • Keep off carriageways unless necessary for the work. • Be aware of mobile machinery, watch for flashing and reversing lights and listen for reversing beepers. • Stay clear of the moving machinery, give the operators room to move and do not enter a position of danger.
Moving Machinery and Traffic – driving on the site	Accident involving a vehicle on the site.	High	<ul style="list-style-type: none"> • Drive within the specified site speed limit at ALL times. • Be aware of pedestrian and other

Hazards	Risk	Risk Rank	Controls
			traffic. <ul style="list-style-type: none"> Do not park vehicles across access ways and obey ALL signage and instructions from the site production officers. Access to any underground works is prohibited without prior approval and where approved shall be undertaken strictly according to the site procedures.
Slips, trips and falls	Injury – cuts, bruising, breaks	High	<ul style="list-style-type: none"> Proceed carefully around the site. Be alert to dangerous and slippery surfaces, and proceed carefully on all stairs and steps. Remain within dedicated and marked walkways. Be aware of roped or barricaded areas. DO NOT enter roped off or barricaded areas. Safety boots to be worn around the site
Sun	Excessive exposure to sun leading to sunburn or skin cancer.	High	<ul style="list-style-type: none"> Protect yourself from excessive sunlight exposure by wearing a hat and covering or applying sunscreen with high SPF factor to exposed skin areas at regular intervals.
Traffic when working on roads or near	Injury caused by contact with moving traffic	High	<ul style="list-style-type: none"> Ensure traffic control is carried out in accordance with the approved traffic management plan (TMP). All TMP are to be designed by a suitably qualified STMS for that road level. At all times wear clean, high visibility clothing. Jackets/vests must comply with NZ standards. All work sites are to be established with the guidance of a qualified STMS. Keep work activities within the zone of traffic control. Ensure that sight lines for advanced temporary traffic control signs are equal to, or in excess of minimum stated distances. Regularly inspect traffic control devices to ensure they are still in place. Repair as necessary. At all times, ensure that a safety zone is created in advance of, and alongside, the worksite. Stay alert; watch out for approaching traffic. Identify a clear emergency escape path at all times.
Extreme Weather Conditions	Hypothermia Sunstroke and Dehydration	Med	<ul style="list-style-type: none"> Adequate clothing to protect against wet and cold must be available at all times.



Hazards	Risk	Risk Rank	Controls
			<ul style="list-style-type: none"> • Avoid excessive periods in open areas • Drink plenty of fluids
Noise	Hearing damage due to prolonged or excessive exposure to noise.	Med	<ul style="list-style-type: none"> • Hard hats with hearing protection or ear plugs should be worn whilst moving around the site, where noise is an issue. • Hearing protection is to be worn in all designated areas.
Accessible water bodies – working over, near water	Falling into water with possible drowning. Contact with biological material.	High	<ul style="list-style-type: none"> • All inspections to be carried out from within designated walkways and/or secured areas. • Stay beyond 2 m of a body of water with no barrier or with a slope at a construction or operating site. • If it becomes necessary to undertake work beyond handrails, over a tank, at height, or within 2 m of a body of water with no barrier or with a slope, appropriate controls shall be put in place. A second person must be present whilst the work is conducted. A lanyard shall be used and a life jacket shall be worn if no other controls are available. Sensible precautions should be taken when working in the field around streams or dams where the above measures cannot be applied.
River Crossings	Drowning	Med	<ul style="list-style-type: none"> • Exercise extreme care when crossing rivers or driving in river/stream beds. • Check that the water is not too deep and that the river/stream bottom does not contain hazards such as large boulders or other obstacles. • Do not cross unless you are COMPLETELY satisfied that no uncontrollable hazards exist. • Be aware of the possibility of flash flooding or debris flooding. Be particularly cautious during periods of heavy or prolonged rain. • Wherever possible, obtain local knowledge of the conditions likely to be encountered.
Ladders	Falls resulting in injury Objects released from height.	High	<ul style="list-style-type: none"> • Ladders only used for heights less than 3 m. • Use the ladder at a safe angle – ‘four up, one out’. • Allow at least a 1 m extension above the step off point (unless some other form of hand hold is provided). • Set the ladder up on a firm, even surface (unless a secure method is used to ensure an even distribution of weight between the stiles).

Hazards	Risk	Risk Rank	Controls
			<ul style="list-style-type: none"> • Secure the ladder against sliding at the top and bottom while in use (get someone to hold the ladder until another can secure the top). • Do not over-reach sideways while up the ladder, come down and shift the ladder into a more suitable position. • Make sure you have removed any loose tools or other items from the steps or rungs before you move the ladder. • Consider the need to place cones or barricading where the ladder encroaches onto a passage or roadway. • Do not rest any metal ladders against electrical equipment or wires. • Do not use the rung or step of a ladder to support a plank on which a person has to work. • Do not carry a load that will prevent both hands from being able to hold or grab the rungs. • Do not over-reach – your waist should remain within the stiles of the ladder at all times. Come down and shift the ladder into a more suitable position • Remember: ladders and steps are designed for the use of one person only at any one time.
Elevated Platforms	Falls resulting in injury Objects released from height.		<ul style="list-style-type: none"> • Check that the machine is the correct type for the intended use. • Ensure that the machine has been set up and operated by a trained operator • Make sure that the machine will not be overloaded • Wear a safety harness at all times. • Do not move out of the platform when elevated
Excavations	Trench Collapse Moving Plant	High	<ul style="list-style-type: none"> • Stand clear of the edges of excavations • Be aware of location of equipment at all times • Maintain contact with plant operator at all times • Do not enter any excavation without first taking all necessary precautions to ensure your safety. • Excavations over 1.5 m deep must be shored, battered or benched and suitable means of access and egress must be provided. • Do not enter an excavation (including test pits) without advising the Site Representative or other responsible

Hazards	Risk	Risk Rank	Controls
			<p>person that you are about to do so.</p> <ul style="list-style-type: none"> • Do not enter an excavation in the bucket of an excavator • Always wear a hard hat when working in excavations • Ensure that a safe access and egress are provided at all times. • The floor of the excavation must be kept clear of loose spoil, debris, tools, timber or anything that would impede employees' safe egress in an emergency. • In every trench of 1.5 m or more in depth, ladders or stairways must always be provided where work is being undertaken. • Wear dust mask, protective goggles, hearing protection, safety footwear and other PPE as necessary • Before commencing work, ensure that the location of underground services is established. Engage approved services location contractors to mark the location of services on site before excavation commences <p>Refer to the Hazard Information Sheet – Excavation for further details</p>
Hand excavation work	Hitting underground services	High	<ul style="list-style-type: none"> • Before commencing any underground work, ensure that the location of underground services is established. Engage approved services location contractors to mark the location of services on site before excavation commences. • Use Dial Before you Dig search to plan work site activities.
Soil Sampling	Contact with hazardous toxic and/or biological agents.	High	<ul style="list-style-type: none"> • Cover existing cuts with sterile. Plaster • Wear protective gloves (special gloves will be required for some contaminated soils) • Ensure that tetanus immunisation is up to date.
Compressed air	Pressure wounds	High	<ul style="list-style-type: none"> • Compressed air can be very dangerous if directed toward the body, especially the eyes. • Never use compressed air to clean dust or other matter from your clothes or intentionally direct compressed air toward yourself or anyone else. • If you detect any damaged compressed air lines or equipment, notify the site controller immediately and stop work if necessary.
Hand-tools - powered	Cutting injuries.	High	<ul style="list-style-type: none"> • Do not use powered hand-tools

Hazards	Risk	Risk Rank	Controls
	Crushing injuries. Shrapnel wounds. Electric shock.		unless trained in safe usage. <ul style="list-style-type: none"> • Do not use a powered hand-tool if it is damaged • Be aware of other personnel working nearby • All portable electrical fittings must be fitted with an earth leakage device/residual current device and all portable power tools shall be of the double insulated type. All fittings to extension cords are to be either moulded or transparent.
Hand-tools - unpowered	Cutting wounds. Crushing injuries. Shrapnel wounds.	Med	<ul style="list-style-type: none"> • Do not to use hand-tools unless trained in the safe usage. • Be aware of other personnel working nearby • Ensure sharp instruments, such as box cutters, have blades retracted when not in use.

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APPENDIX G: INFORMATION PROVIDED BY THE CLIENT

See separate document

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