

**To** SM031 Manual Users  
**Cc** Senior Manager Procurement  
**From** SM031 Steering Group  
**Date** 31 August 2021  
**Subject** SM031 State highway construction contract proforma manual – Summary of amendments August 2021 Issue 17

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### Purpose

To present the amendments made in the August 2021 Issue 17 publication of *State highway construction contract proforma manual (SM031)* which has been updated where required from the March 2021 Issue 16.1.

### Table of Amendments

Note: minor amendments are not always identified

All documents		
Section no.	Section title	Description of change
		AMENDED name to Waka Kotahi NZ Transport Agency

Generic ROI		
Section no.	Section title	Description of change
2.2	Land Acquisition	ADDED reference to memorials registered on Records of Title
2.8	Statutory Approvals and Licenses	AMENDED section to align with current processes
2.12	Emissions Trading Scheme Deforestation	ADDED section
3.4	ROI Site Visit	AMENDED PPE requirements
3.7	ROI Evaluation	ADDED option to declare tenders scoring under 35 as non-conforming
4.5	Quality Assurance	AMENDED to reflect current Waka Kotahi requirements and align with Z/1
4.6	Health and Safety	AMENDED to refer to construction management plan
4.8	Interactive Tender Process	AMENDED to refer to the community
5.4	Environmental Requirements	AMENDED to reference the Emissions Trading Scheme and deforestation obligations

5.5	Sustainability Rating Scheme	AMENDED to reflect move away from Greenroads and towards ISCA
Appendix C: ROI Applicant Questionnaire	Part C1: Relevant Skills Contractor	AMENDED to reflect current key personnel role wording AMENDED “Senior Engineer” to “Senior Site Supervisor”
Appendix D: ROI evaluation marking sheets	Relevant Skills Contractor	AMENDED to reflect current key personnel role wording
Appendix E: List of supporting documentation	Guidance Note – H	ADDED Summary of Engagement to Date and Waka Kotahi Minimum Standard Z/17 – Branding and Communications Standard

<b>Instruction for tendering A1 Traditional</b>		
<b>Section no.</b>	<b>Section title</b>	<b>Description of change</b>
1.2	Programme	ADDED new section
1.5	Principal’s Expectations	AMENDED to align with current initiatives, standard contract forms, Step Change Focus, Living Wage and Z/1
1.7	Tender Submission	ADDED a guidance note to only include this clause if the ROI process has been used
Table 1.7	Key Contract Data	ADDED provision for cost fluctuations related to bitumen
1.13	Site Investigations	AMENDED to broaden from ground investigations
1.14	Supplementary Site investigation	AMENDED to broaden from ground investigation
1.16	Additional Project Information	ADDED reference to Emissions Trading Scheme deforestation compliance requirements
1.17	Sustainability Rating Scheme	ADDED new section
1.19	Site Visit	AMENDED to reflect current health and safety requirements ADDED traffic management requirements
1.20	Interactive Tender Process	ADDED updated references to community and health & safety requirements
1.21	Quality Assurance	AMENDED to reflect current Waka Kotahi requirements and align with Z/1
3 – Schedule to the Conditions of Tendering	105.3(c)	AMENDED to reflect updated health & safety management obligations
4.3	Tenderer and Tenderer’s Subcontractor Information	ADDED reference to health & safety obligations

4.7	Methodology	AMENDED health and safety information ADDED provision for temporary traffic management and journey management
5.2	Submitting an Alternative Tender	AMENDED reference to Appendix A of the Highway Structures Design Guide
5.4	Principal's Acceptance of Alternative Tenders	AMENDED reference to Appendix A of the Highway Structures Design Guide ADDED insurances guidance note to encourage project-specific cover
7.5	Health & Safety Construction Methodology	AMENDED to align with current health and safety approaches
7.10	Resource Consent(s) and Statutory Approvals	ADDED section on Emissions Trading Scheme
10 – Tender Evaluation Marking Forms	Relevant Skills, PQM	AMENDED “Senior Engineer” to “Senior Site Supervisor”

<b>Project specification A6 Traditional</b>		
<b>Section no.</b>	<b>Section title</b>	<b>Description of change</b>
1.3	Description of the Contract Works	AMENDED to include explanatory examples and reference to temporary works and pavement & surfacing
2.3	Provision of Information – Quality File	REMOVED as this is now found in Z/1
2.5	Publicity and Public Relations	AMENDED to align with current branding and communication guidelines
2.7	Aerial Photography	AMENDED to remove unnecessary information and align with current processes
2.11	Archaeological Sites (Archaeological Discovery Procedures)	AMENDED defined terms “Archaeological Sites”, “Koiwi” and “Taonga Tūturu” REMOVED reference to design
2.12	Emissions Trading Scheme Deforestation Reporting	ADDED new section
2.16	Risk Management	AMENDED to clarify contractor’s standalone obligation to conduct risk management in accordance with MS Z/44
3.1	Contract Plan – General	ADDED reference to Māori engagement AMENDED to align with requirements of Z/1

3.2	Contractor's Personnel	AMENDED to clarify independence requirements AMENDED to update Engagement and Communications Officer role AMENDED to align with Z/1 and Z/8
3.3	Quality Management	AMENDED to align with Z/1 and Z/8
4.2	Programming Constraints	ADDED written engineer approval requirement for final surfacing
5.1	Progress Reporting - Monthly Progress Reports	AMENDED Quality Update file section to refer to QMP
5.2	Meetings	AMENDED quality management meetings to remove unnecessary detail and refer to Z/1
5.3	Construction Report	AMENDED title from "Final Report"
6.1	Health and Safety	AMENDED to align with current health & safety obligations
6.2	Health and Safety Management Plan (H&SMP)	ADDED reminders to include procedures for dealing with COVID 19
8.1	Designations and Consents	AMENDED to align with current requirements
8.4	Contractor's Obligations	REMOVED indemnity text
9.7	Sustainability Rating Scheme Requirements	ADDED new section
10.1	Customer and Stakeholder Management - General	AMENDED to include multi-modal transportation
10.2	Contractor's Customer and Stakeholder Communication Management Plan	AMENDED to align with current guidelines
11.1	Site Limits	AMENDED for clarification of current processes
11.2	Property	ADDED section
11.7	Geotechnical Information	AMENDED section to align with current requirements
12.2	Handover Documentation	AMENDED to include current requirements
12.5	Legal survey	REMOVED

12.4	Highway Structures Information Management System (HSIMS) Input Forms	AMENDED to provide clearer guidance
12.6	Inspection and Testing Schedule	REMOVED section
14.1	Roughness	AMENDED to include guidance note
14.2	Skid Resistance	AMENDED to include guidance note
14.3	Pavement and Surfacing	REMOVED section

<b>Conditions of contract A8 Traditional</b>		
<b>Section no.</b>	<b>Section title</b>	<b>Description of change</b>
5	Contract Agreement	AMENDED to include an order of priority clause in the event of ambiguity or conflict
7	Contract Agreement	AMENDED to allow the contract to be executed in counterparts
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	5.22 – Key Personnel	ADDED section
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.1.1 – 8.5 or 8.8 Construction	AMENDED guidance note to provide more information
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.1.1 – 8.8 Existing Structure(s) and contents	AMENDED guidance note to provide more information
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.1.6(i) – (k) – Forces of Nature	ADDED landslip, geothermal activity, and hydrothermal activity
Schedule 1 – Special Conditions of	8.3.3, 8.8	ADDED guidance notes

Contract – Specific Conditions of Contract		
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.8.2(a)	AMENDED guidance note
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.9.1	AMENDED guidance note and table to allow for population from the MARSH website
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	9 – Variations	ADDED requirement to contact insurance for increases over 15%
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	9.3.9, 9.3.11	REMOVED guidance note
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	11.1 – Defects Notification Condition	AMENDED to adjust default and include information on landscaping DNP
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	12.1.3(b)(iii)(b)	AMENDED to require engineer agreement
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	12.3 – Retention Monies	AMENDED defaults REMOVED Key Personnel
Schedule 1 – Special Conditions of Contract –	12.8© – Cost Fluctuations	AMENDED guidance note

Specific Conditions of Contract		
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	13.4.3 – Arbitration	AMENDED to the then President of the New Zealand Law Society or his or her nominee
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	Section 1 – Interpretation	ADDED definitions for Alert Levels, Communicable Diseases, Communicable Disease Event, Broader Outcomes Compliance, HSAW Act, Joint Venture, Project Management Board, RMA, Statutory Functions, Living Wage Rate  AMENDED definitions for Data Breach, NZ Privacy Laws
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	1.3 – General	ADDED new 1.3.9 for severability  ADDED new 1.3.10 for amendments in writing  ADDED new 1.3.11 for recognising Waka Kotahi statutory functions
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	2.2 – Lump Sum	ADDED new section
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	2.6 – Evidence of Contract	AMENDED to clarify point of legal relationship
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	2.10 – No waiver	AMENDED to expand the no waiver provisions
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	4.1 – General	ADDED obligation for Contractor to be responsible for the acts, omissions and defaults of every Subcontractor  ADDED obligation for subcontracts to prohibit subcontracting without approval of the Engineer
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.1 – General Responsibilities	ADDED provision requiring the Contractor to comply with probity guidelines and principles
Schedule 2 – Special Conditions of Contract – Other	5.7A – Further health and safety provisions	ADDED obligation for Contractor to carry out an audit and inspection regime

Conditions of Contract		<p>ADDED warranty that the Contractor will ensure no act or omission gives rise to an improvement or prohibition notice, enforcement proceedings or prosecution under the HSAW Act</p> <p>ADDED right to carry out compliance audit of Contractor's compliance with its health and safety obligations</p>
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.10 – Programme	ADDED confirmation any approval by the Principal / Engineer does not relieve the Contractor of its obligations under the Contract
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.22 – Key Personnel	REMOVED amount of payment claim to be withheld
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.24 – Resource Management Act 1991	<p>ADDED warranty that the Contractor will not do anything that would breach the RMA r give rise to any abatement notice or enforcement proceedings</p> <p>ADDED indemnity from the Contractor for any loss or damage suffered as a result of any enforcement order, etc. being issued under the RMA</p>
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.25 – Living Wage	ADDED new section
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	9.6 – Communicable Disease Event	NEW provision to give Contractor time/cost relief for impact on supply or where the Contractor is prevented from working on Site, directly caused by the presence of a Communicable Disease in NZ
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	10.3 – Extension of Time	<p>ADDED express right for the Engineer to require the Contractor to accelerate works if late</p> <p>ADDED rules for assessing an EOT claim such as the event must have caused a delay to the critical path</p> <p>ADDED right to have an EOT after the Due Date for Completion</p> <p>ADDED right for Principal to unilaterally extend any Due Date for Completion</p>
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	10.5.4 – Damages for Late Completion	AMENDED to include acknowledgement that any liquidated damages are a genuine pre-estimate of loss
Schedule 2 – Special Conditions of Contract – Other	12.14 – Set Off	ADDED right for the Principal to set-off, deduct or withhold any sums in respect of genuine claims it has against the Contractor under the Contract



Conditions of Contract		
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	14.4 – Termination for Convenience	ADDED right for Principal to terminate at any time for convenience
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	16.1 – Privacy	AMENDED to reflect current position
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	18.1 – Confidentiality	ADDED reciprocal obligations for confidential information including restriction on media statements and an acknowledgement the Principal is subject to the OIA
Schedule 7	Information on Contractor Arranged Construction Insurance	ADDED landslip, hydrothermal activity, and geothermal activity
Schedule 16	Final Completion Certificate	ADDED section to specify if the certificate relates to the whole of the Contract Works or a Separable Portion
Schedule 17	Cost Fluctuations	AMENDED to reflect current calculations

#### Conditions of contract A8 Traditional

Section no.	Section title	Description of change
Appendix X	Insurance Certificates	ADDED new section
Appendix XI	Property Information, Property Project Close Out & Legal Survey	ADDED new section

#### Instructions for tendering B2 Design & construct

Section no.	Section title	Description of change
Entire document		REMOVED references to “basic model”
1.2	Programme	ADDED new section
1.5	Principal’s Expectations	AMENDED to align with current initiatives, standard contract forms, Step Change Focus, Living Wage and Z/1

1.8	Key Contract Data	AMENDED to clarify precedence
1.13	Site Investigations	AMENDED to broaden from ground investigations
1.14	Supplementary Site Investigation	AMENDED to broaden from ground investigations
1.23	Statutory Approvals	AMENDED section to align with current processes
1.25	Additional project information	ADDED reference to Emissions Trading Scheme deforestation compliance requirements
1.26	Sustainability Rating Scheme	ADDED new section
1.27	Tender Inception Meeting and Site Visit	AMENDED to reflect current health and safety requirements
Schedule 3 – Schedule to Conditions of Tendering	105.3(c)	AMENDED to reflect updated health & safety management obligations
4.3	Tenderer and Tenderer’s Subcontractor Information	ADDED reference to health & safety obligations
4.7	Methodology	ADDED community and engagement section AMENDED to align with current health & safety information and obligations ADDED provision for temporary traffic management and journey management AMENDED to clarify delivery obligations
7.3	Drawings	AMENDED to clarify and include all current requirements
7.4	Draft Health and Safety Management Plan	REMOVED
7.7	Sustainability Rating Scheme	ADDED new section
7.9	Quality Management	AMENDED to reflect current requirements
7.10	General	AMENDED to clarify and broaden inclusion requirements, and update ISCA from Greenroads
11 – Tender Evaluation Marking Forms	Relevant Skills Contractor (Weighting [XX%])	AMENDED “Senior Engineer” to “Senior Site Supervisor”

**Principal’s requirements  
B3 Design & construct**

Section no.	Section title	Description of change
1.4	Contractor's Design	AMENDED "Conceptual Design" to "Specimen Design"
1.7	Provision of Information	REMOVED section
1.9	Health and Safety	AMENDED to reflect current health & safety standards and requirements
1.11	Progress Reporting, Final Report and Meetings	AMENDED to include updated health and safety, quality, geotechnical, property, and safety information ADDED monthly property meetings
1.13	Publicity and Public Relations	AMENDED to reflect current branding and communication guidelines
1.14	Aerial Photography	AMENDED to remove unnecessary information and align with current processes
1.21	Statutory Requirements and Compliance Management	AMENDED to reflect current requirements
1.25	Sustainability Rating Scheme	ADDED new section
1.30	Customer and Stakeholder Management	AMENDED to reflect current requirements
3.1	Site Limits	ADDED new section
4.2	Design Reports	AMENDED to add further clarification of requirements and update references ADDED reference to design parameters
4.4	Roughness	AMENDED to include guidance note
5.1	General - Public and Privately Owned Utilities	ADDED new sections
5.2	Table 5.2 - Cost Sharing Agreements	AMENDED to clarify
6	Contract Plan	AMENDED name to "Contract Plan from "Quality Assurance
6.1	Contract Plan - General	AMENDED to include monitoring and handover
6.2	Quality Management	AMENDED to comply with Z/1
6.3	Inspection and Testing Schedule	REMOVED
6.4	Testing and Inspection	AMENDED to include Z/8 requirements

		REMOVED reference to protective coatings for steel structures
6.5	Non-Compliance	REMOVED information now contained in Z/1
7.2	Handover Documentation	AMENDED to clarify reports and geotechnical information
7.4	Legal Survey	AMENDED to reflect current requirements
7.5	Highway Structures Information Management System (HSIMS) Input Forms	AMENDED to reflect most recent information
7.6	Inspection and Testing Schedule	REMOVED
7.6	Construction Report	AMENDED to clarify geotechnical requirements and align with Z/1 and Z/8 REMOVED reference to design parameters
7.8	Bridge Maintenance Inspection Manual	AMENDED to include health & safety requirements
8.1	Design and Certification Procedure – Introduction	AMENDED to update references
8.2	Design Producer Statements and Design Check Producer Statements	AMENDED to require both checks to confirm the design’s suitability with the Pavement and Surfacing design
8.4	Information to be Provided with Producer Statements	AMENDED to include departure information and update references
10	Appendices to the Principal’s Requirements	ADDED Sustainability Rating Tool Minimum Requirements

## Conditions of contract

### B4 Design & Construct

Section no.	Section title	Description of change
5	Contract Agreement	AMENDED to include an order of priority clause in the event of ambiguity or conflict

7	Contract Agreement	AMENDED to allow the contract to be executed in counterparts
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	5.22 – Key Personnel	ADDED section
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.1.1 – 8.5 or 8.8 Construction	AMENDED guidance note to provide more information
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.1.1 – 8.8 Existing Structure(s) and contents	AMENDED guidance note to provide more information
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.1.6(i) – (k) – Forces of Nature	ADDED landslip, geothermal activity, and hydrothermal activity
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.3.3, 8.8	ADDED guidance notes
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.8.2(a)	AMENDED guidance note
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.9.1	AMENDED guidance note and table to allow for population from the MARSH website
Schedule 1 – Special Conditions of Contract – Specific	9 – Variations	ADDED requirement to contact insurance for increases over 15%

Conditions of Contract		
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	9.3.9, 9.3.11	REMOVED guidance note
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	11.1 – Defects Notification Period	AMENDED defaults, included provision for landscaping
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	11.5.1(b) – Warranties	ADDED new section and guidance note
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	11.6.1, 11.6.2 – Guarantees	ADDED guidance note
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	12.1.3(b)(iii)(b)	AMENDED to require engineer agreement
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	12.3 – Retention Monies	AMENDED defaults REMOVED Key Personnel
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	12.8(c) – Cost Fluctuations	AMENDED guidance note
Schedule 1 – Special Conditions of Contract – Specific	13.4.3 – Arbitration	AMENDED to the then President of the New Zealand Law Society or his or her nominee

Conditions of Contract		
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	Section 1 – Interpretation	<p>ADDED definitions for Alert Levels, Communicable Diseases, Communicable Disease Event, Broader Outcomes Compliance, HSAW Act, Joint Venture, Project Management Board, RMA, Statutory Functions, Living Wage Rate</p> <p>AMENDED definitions for Data Breach, NZ Privacy Laws</p> <p>REMOVED Contractor’s Design, Designer, Contract Works, and Principal’s Requirements</p>
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	1.3 – General	<p>ADDED new 1.3.9 for severability</p> <p>ADDED new 1.3.10 for amendments in writing</p> <p>ADDED new 1.3.11 for recognising Waka Kotahi statutory functions</p>
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	2.6 – Evidence of Contract	AMENDED to clarify point of legal relationship
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	2.9 – No waiver	AMENDED to expand the no waiver provisions
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	4.1 – General	<p>ADDED obligation for Contractor to be responsible for the acts, omissions and defaults of every Subcontractor</p> <p>ADDED obligation for subcontracts to prohibit subcontracting without approval of the Engineer</p>
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	4.2.8	REMOVED
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	4.3.1	REMOVED
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.1 – General Responsibilities	ADDED provision requiring the Contractor to comply with probity guidelines and principles
Schedule 2 – Special Conditions of Contract	5.7A – Further health and safety provisions	ADDED obligation for Contractor to carry out an audit and inspection regime

Contract – Other Conditions of Contract		<p>ADDED warranty that the Contractor will ensure no act or omission gives rise to an improvement or prohibition notice, enforcement proceedings or prosecution under the HSAW Act</p> <p>ADDED right to carry out compliance audit of Contractor’s compliance with its health and safety obligations</p>
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.10 – Programme	ADDED confirmation any approval by the Principal / Engineer does not relieve the Contractor of its obligations under the Contract
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.22 – Risk Allocation	REMOVED
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.22 – Key Personnel	REMOVED amount of payment claim to be withheld
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.24 – Resource Management Act 1991	<p>ADDED warranty that the Contractor will not do anything that would breach the RMA r give rise to any abatement notice or enforcement proceedings</p> <p>ADDED indemnity from the Contractor for any loss or damage suffered as a result of any enforcement order, etc. being issued under the RMA</p>
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.25 – Living Wage	ADDED new section
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	9.6 – Communicable Disease Event	NEW provision to give Contractor time/cost relief for impact on supply or where the Contractor is prevented from working on Site, directly caused by the presence of a Communicable Disease in NZ
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	10.3 – Extension of Time	<p>ADDED express right for the Engineer to require the Contractor to accelerate works if late</p> <p>ADDED rules for assessing an EOT claim such as the event must have caused a delay to the critical path</p> <p>ADDED right to have an EOT after the Due Date for Completion</p> <p>ADDED right for Principal to unilaterally extend any Due Date for Completion</p>
Schedule 2 – Special Conditions of Contract – Other	10.5.4 – Damages for Late Completion	AMENDED to include acknowledgement that any liquidated damages are a genuine pre-estimate of loss



Conditions of Contract		
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	12.14 – Set Off	ADDED right for the Principal to set-off, deduct or withhold any sums in respect of genuine claims it has against the Contractor under the Contract
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	14.4 – Termination for Convenience	ADDED right for Principal to terminate at any time for convenience
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	16.1 – Privacy	AMENDED to reflect current position
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	18.1 – Confidentiality	ADDED reciprocal obligations for confidential information including restriction on media statements and an acknowledgement the Principal is subject to the OIA
Schedule 7	Information on Contractor Arranged Construction Insurance	ADDED landslip, hydrothermal activity, and geothermal activity
Schedule 16	Final Completion Certificate	ADDED section to specify if the certificate relates to the whole of the Contract Works or a Separable Portion
Schedule 17	Cost Fluctuations	AMENDED to reflect current calculations

#### **Schedule of prices B5 Design & construct**

<b>Section no.</b>	<b>Section title</b>	<b>Description of change</b>
1		AMENDED to remove statement that the Basis of Payment will override any other provision of the Contract or any other specification
	Guidance Notes for Preparing the Schedule of Prices (SOP)	AMENDED to remove “legalisation surveys”

#### **Conventional alliance documentation D1 Alliance**

Section no.	Section title	Description of change
Entire document		REMOVED references to an O&M Alliance
1.3	Key Project Data and Programme	AMENDED to clarify precedence
1.12	Draft Agreements	AMENDED to allow Proponents to provide comment on the draft IPAA as part of their proposals as well as comments on the draft PAA
3.5	Owner Interface Manager	AMENDED to clarify roles and responsibilities
3.6	Subject Matter Experts	ADDED new section to refer to team of SMEs engaged by Waka Kotahi
3.7	Waka Kotahi Nominees	ADDED new section to refer to Waka Kotahi Nominees
3.8	Prospective Waka Kotahi Representatives	AMENDED for clarity and to reflect current practice
10.3	IPAA Compensation	AMENDED so that payment is made to an agreed capped amount
Appendix A	Definition	AMENDED to reflect terms used in the RFP
Appendix C	Proposal Form	AMENDED to remove possibility of claim for compensation if Waka Kotahi withdraws from the procurement process

#### Competitive alliance documentation D2 Alliance

Section no.	Section title	Description of change
Entire document		REMOVED references to an O&M Alliance
1.3	Key Project Data and Programme	AMENDED to clarify precedence
1.8	Site Visit	AMENDED to include provision for Proponents to visit the site independently ADDED requirement to ensure compliance with CoPTTM ADDED requirement to undertake a formal risk assessment
3.8	Embedded Personnel Interaction with OIM	REMOVED
3.8	Other Consultants	AMENDED to include consultant probity screening information and to align with other templates
4.8	Methodology	ADDED requirement to outline strategies for managing interfaces ADDED requirement to outline strategies to develop and maintain a high performance alliance culture

Appendix A	Definition	AMENDED to reflect terms used in the RFP
Appendix C	Proposal Form	ADDED authorisation for Waka Kotahi to verify experience, track record and skills with various parties  ADDED confirmation that Waka Kotahi will be provided confidential information and be allowed to review financial accounts for selected Proponent

<b>Conventional alliance IPAA D3 Alliance</b>		
<b>Section no.</b>	<b>Section title</b>	<b>Description of change</b>
Entire document		REMOVED all reference to an O&M Alliance
	Execution	ADDED fourth participant
1.1	Objectives	ADDED requirement to provide an environment for the development by the Participants of the Proposal
1.2	Responsibilities of the Participants	AMENDED to clarify responsibilities
1.5	Resolution of Disagreements	ADDED timeframe for resolving a disagreement before it is referred to the IPAB  ADDED obligation to continue performing services during a disagreement
1.6	Limitation of Liability	AMENDED to allow each Participant a cap of \$2.5 million excluding indemnities on default
2.1	Establishment of IPAB	AMENDED to suspend a Participant in default from having a representative on the IPAB  REMOVED option for IPAB decisions on binding if agreed  REMOVED establishment of the Interim Alliance Management Team to be covered elsewhere  ADDED obligation to engage in a working relationship to foster co-ordination
2.2	Establishment of Interim Alliance Management Team	ADDED reference to the Waka Kotahi nominees  ADDED obligation to provide documents in native editable format
2.3	Role of Waka Kotahi Nominees	ADDED new section
3.1	Responsibilities of the Interim Alliance Project Manager	ADDED reference to the Interim Alliance Project Manager specified in Schedule 1  AMENDED to require IPAA budget to be approved by the IPAB  ADDED obligation to work with OIM and insurance team to obtain insurances
3.2	Release	REMOVED section

4.3	Development of Proposal	ADDED process for proposal to be developed in accordance with the requirements of the IPAA AMENDED departure process for any changes
4.4	Acceptance or Rejection of Proposal	ADDED section
4.5	Responsibility for Proposal	ADDED section
5	Provision of Information by Waka Kotahi	ADDED section
7.1	Insurances to be provided by each participant	AMENDED to use PAI
7.4	Notices from or to the insurer	ADDED requirement to notify Waka Kotahi of any notice of cancellation
7.5	Indemnities	AMENDED to reflect expanded liability clause in 1.6
8.1	Waka Kotahi Discretions	AMENDED to expand list of rights for Waka Kotahi in the IPAA
9.1	Payment of Interim Alliance Fee	ADDED reference to the Interim Alliance Fee and compensation payable as set out in the schedule
9.2	Capped Amount	ADDED reference to any early works being undertaken and payment of those works
9.3	Conditions Precedent	AMENDED to allow payment claim to be refused for a Participant if a Participant is in default
9.4	Payment Claims	ADDED reference to OIM ADDED timing for payment of payment claims
10.2	External Alliance Auditor	AMENDED to include reference to the Capped Amount
11.2	Withdrawal	ADDED section
11.3	Consequences of Termination or Withdrawal	ADDED section
11.4	Suspension	ADDED section
13.7	Public Statements	ADDED section
13.8	Compliance of Servants and Agents	ADDED section
13.14	Relationship of the Parties	ADDED section on employment relationships

13.22	Counterparts and Electronic Delivery	ADDED section to allow execution in counterparts
Schedule 3	Draft Alliance Principles	ADDED reference to Zero Harm
Schedule 5	Scope of Interim Alliance Services	ADDED reference to a cost classification schedule
Schedule 6	Reconciliation of Initial TCE	REMOVED section

<b>Competitive alliance IPAA D4 Alliance</b>		
<b>Section no.</b>	<b>Section title</b>	<b>Description of change</b>
Entire document		REMOVED all reference to an O&M Alliance
	Execution	ADDED fourth participant
1.2	Responsibilities of the Participants	AMENDED to clarify responsibilities
1.5	Resolution of Disagreements	ADDED timeframe for resolving a disagreement before it is referred to the IPAB  ADDED obligation to continue performing services during a disagreement
1.6	Limitation of Liability	AMENDED to allow each Participant a cap of \$2.5 million excluding indemnities on default
2.1	Establishment of IPAB	AMENDED to suspend a Participant in default from having a representative on the IPAB  REMOVED option for IPAB decisions on binding if agreed  REMOVED establishment of the Interim Alliance Management Team to be covered elsewhere  ADDED obligation to engage in a working relationship to foster co-ordination
2.2	Establishment of Interim Alliance Management Team	ADDED reference to the Waka Kotahi nominees  ADDED obligation to provide documents in native editable format
2.3	Role of Waka Kotahi Nominees	ADDED new section
3.1	Responsibilities of the Interim Alliance Project Manager	ADDED reference to the Interim Alliance Project Manager specified in Schedule 1  AMENDED to require IPAA budget to be approved by the IPAB  ADDED obligation to work with OIM and insurance team to obtain insurances
3.2	Release	REMOVED section

4.1	Performance of Interim Alliance Services	ADDED section
4.2	Duration	ADDED section
4.3	Development of Proposal	ADDED section
4.4	Acceptance or rejection of Proposal	ADDED section
4.5	Responsibility for Proposal	ADDED section
7.1	Insurances to be provided by each participant	AMENDED to use PAI
7.4	Notices from or to the Insurer	ADDED requirement to notify Waka Kotahi of any notice of cancellation
7.5	Indemnities	AMENDED to reflect expanded liability clause in 1.6
8.1	Waka Kotahi Discretions	AMENDED to expand list of rights for Waka Kotahi in the IPAA
9.1	Payment of Interim Alliance Fee	ADDED reference to the Interim Alliance Fee and compensation payable as set out in the schedule
9.2	Capped Amount	ADDED reference to any early works being undertaken and payment of those works
9.3	Conditions Precedent	AMENDED to allow payment claim to be refused for a Participant if a Participant is in default
9.4	Payment Claims	ADDED reference to OIM ADDED timing for payment of payment claims
11.3	Consequences of Termination or Withdrawal	ADDED section
14	Application of Agreement	REMOVED section
13.7	Public Statements	ADDED section
13.8	Compliance of Servants and Agents	ADDED section
13.14	Relationship of the Parties	ADDED section on employment relationships
13.22	Counterparts and Electronic Delivery	ADDED section to allow execution in counterparts
Schedule 3	Draft Alliance Principles	ADDED reference to Zero Harm

Schedule 4	Scope of Interim Alliance Services	AMENDED to update scope of services
Schedule 5	Interim Alliance Fee	AMENDED to reflect current drafting
Schedule 6	Reconciliation of Initial TCE	REMOVED section

<b>PAA D5 Alliance</b>		
<b>Section no.</b>	<b>Section title</b>	<b>Description of change</b>
Entire document		REMOVED all reference to an O&M Alliance REMOVED all reference to a sub-Alliance
3.1	Establishment, Duties and Authority	REMOVED reference to technical departures
3.3	Voting and Decision-Making	AMENDED to include situation where AP may be prohibited from voting
4.1	Alliance Management Team	AMENDED to require AMT to be endorsed by the PAB
4.4	Key Personnel	ADDED Key Personnel section
5.1	Possession of Site	AMENDED to confirm APs do not get exclusive possession of the site
6.1	Project Management Plan	AMENDED to require PMP to be developed in consultation with the OIM
7.1	General	ADDED provision on departures from the MRs requiring approval of Waka Kotahi AMENDED to update obligation to obtain warranties
7.2	Quality System Requirements	REMOVED detail on work breakdown structure
7.3	Owner Verifier	REMOVED section
8	Health and Safety	AMENDED to expand HSE obligations, including audit rights
9.1	General	REMOVED requirements on consenting strategy
9.2	Environmental and Social Management Plan	REMOVED reference to liaison with SMEs
11.1	Contract Works Insurance	REMOVED reference to early works
11.4	Construction Plan Insurance	ADDED new section
11.5	Statutory Liability Insurance	ADDED new section

11.6	Environmental Liability Insurance	ADDED new section
11.9	Insurance for Plant owned by Alliance participants	ADDED new sections
11.10	Additional Insurance	ADDED new sections
11.13	Waiver by Insurer and Cross Liability	ADDED obligation to non-imputation clause
11.14	Third Party Claims	AMENDED process for recalculating final payment certificate for any insurance proceeds
12.2	Prior to Practical Completion	ADDED timeframe for payment
12.3	After Practical Completion	ADDED timeframe for payment and tax invoice
12.4	Final Alliance Payment	ADDED timeframe for payment and tax invoice
14.6	Adjustment of ITC for final insurance costs	REMOVED optional section ADDED guidance notes
15.4	Audit of Waka Kotahi Records	ADDED obligation for alternative auditor to be engaged on the same basis as EAA
16.1	Transfer of title to goods	REMOVED reference to warranties covered elsewhere
17.1	Subcontracts and Suppliers	ADDED obligation for subcontracts to have a privity clause
17.2	Related Company Contracts	REMOVED section for companies agreed to be treated as third parties
18.1	Progress and Handover	AMENDED to allow PAB to set separable portions
18.2	Suspension of Work	AMENDED to require any costs to go to the TOC if suspended due to breach
19.1	Certificate of Practical Completion	ADDED reference to all other matters that need to be complete before practical completion
23.2	Work Undertaken Prior to PAA	REMOVED reference to IPAA cost excluded from TOC in certain circumstances
23.4 – 23.8	Land Use Guidance Note	REMOVED sections
23.11	Relationship of Parties	ADDED section
23.22	Duration of PAA	REMOVED section



23.19	Counterparts and Electronic Delivery	ADDED section
25	Performance Bond	REMOVED section
Schedule 5	Minimum Requirements	REMOVED detail
Schedule 6	Project Development Phase Report	REMOVED section
Schedule 8	Terms of Compensation	AMENDED to reflect current usage
Schedule 10	Overall Compensation Allocation	REMOVED section

<b>E1 – Closed contest Minor Works</b>		
<b>Section no.</b>	<b>Section title</b>	<b>Description of change</b>
1.2	Key Contract Data	AMENDED to clarify precedence
1.4	Quality Assurance	AMENDED to align with Z/1
7.1 – Tender Evaluation Marking Forms	Relevant Skills	AMENDED “Senior Engineer” to “Senior Site Supervisor”
12	Contract Agreement	AMENDED to include an order of priority clause in the event of ambiguity or conflict AMENDED to allow the contract to be executed in counterparts
14.1 – Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.1.1 – 8.8 – Existing Structure(s) and contents)	ADDED information to the guidance note
14.1 – Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.3.3, 8.8	ADDED guidance notes
14.1 – Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.1.6 – Forces of Nature	ADDED landslip, geothermal activity and hydrothermal activity

14.1 – Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.8.2(a)	AMENDED guidance note
14.1 – Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.9.1	AMENDED guidance note and table to allow for population from the MARSH website
14.1 – Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	9.3.9, 9.3.11	REMOVED guidance note
14.1 – Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	11.1 – Defects Notification Period	AMENDED defaults and included landscaping provision
14.1 – Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	12.1	AMENDED to require Engineer approval
14.1 – Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	12.3 – Retention Monies	AMENDED defaults
14.1 – Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	13.4.3	ADDED section
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	Section 1 – Interpretation	ADDED definitions for Alert Levels, Communicable Disease, Communicable Disease Event, Broader Outcomes Compliance, HSAW Act, Joint Venture, RMA, Statutory Functions, Living Wage Rate  AMENDED definitions for Data Breach, NZ Privacy Laws, Winter Period
Schedule 2 – Special	1.3 – General	ADDED new 1.3.9 – severability

Conditions of Contract – Other Conditions of Contract		ADDED new 1.3.10 – amendments in writing ADDED new 1.3.11 – recognising Waka Kotahi statutory functions
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	2.2 – Lump Sum	ADDED section
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	2.6 – Evidence of Contract	AMENDED to clarify legal relationship
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	2.10 – No Waiver	AMENDED to expand the no waiver positions
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	4.1 – General	ADDED obligation for the Contract to be responsible for the acts, omissions and defaults of every subcontractor ADDED obligation for subcontracts to prohibit subcontracting without approval of the Engineer
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.1 – General Responsibilities	ADDED new 5.1.10 requiring the Contractor to comply with probity guidelines and principles
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.7A Further health and safety provisions	ADDED obligation for Contractor to carry out an audit and inspection regime ADDED warranty that the Contractor will ensure no act or omission gives rise to an improvement or prohibition notice, enforcement proceedings or prosecution under the HSAW Act ADDED right to carry out compliance audit of Contractor’s compliance with its health and safety obligations
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.10 - Programme	ADDED confirmation any approval by the Principal / Engineer does not relieve the Contractor of its obligations under the Contract
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.24 – Resource Management Act 1991	ADDED warranty that the Contractor will not do anything that would breach the RMA r give rise to any abatement notice or enforcement proceedings ADDED indemnity from the Contractor for any loss or damage suffered as a result of any enforcement order, etc. being issued under the RMA

Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.25 – Living Wage Rate	ADDED section
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	9.6 – Communicable Disease Event	NEW provision to give Contractor time/cost relief for impact on supply or where the Contractor is prevented from working on Site, directly caused by the presence of a Communicable Disease in NZ
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	10.3 – Extension of Time	ADDED express right for the Engineer to require the Contractor to accelerate works if late  ADDED rules for assessing an EOT claim such as the event must have caused a delay to the critical path  ADDED right to have an EOT after the Due Date for Completion  ADDED right for Principal to unilaterally extend any Due Date for Completion
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	10.5.4 – Damages for Late Completion	AMENDED to include acknowledgement that any liquidated damages are a genuine pre-estimate of loss
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	12.14 – Set-off	ADDED right for the Principal to set-off, deduct or withhold any sums in respect of genuine claims it has against the Contractor under the Contract
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	14.4 – Termination for convenience	ADDED right for Principal to terminate at any time for convenience
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	18.1 – Confidentiality	ADDED reciprocal obligations for confidential information, including restriction on media statements and an acknowledgement that the Principal is subject to the OIA
14.3	Schedule 3 – Form of Contractors Bond	ADDED page
14.4	Schedule 4 – Form of Principal’s Bond	ADDED page
14.7	Schedule 7 – Information on Contractor	ADDED page

	arranged insurance	
14.9	Schedule 9 – Information on public liability insurance	ADDED guidance note
14.12	Schedule 12 – Information on Principal Arranged construction insurance	ADDED guidance note
14.16	Schedule 16 – Final Completion Certificate	ADDED section to specify if the certificate relates to the whole of the Contract Works or a Separable Portion
15.3	Health and Safety	AMENDED to reflect updated requirements
15.5	Statutory Approvals and Compliance	ADDED section

<b>E2 – Direct Appointment Minor Works</b>		
<b>Section no.</b>	<b>Section title</b>	<b>Description of change</b>
1.3	Principal’s Expectations	AMENDED to align with current initiatives, standard contract forms, Step Change Focus, Living Wage and Z/1
5	Contract Agreement	AMENDED to include an order of priority clause in the event of ambiguity or conflict AMENDED to allow the contract to be executed in counterparts
7.1 – Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.1.1 – 8.8 – Existing Structure(s) and contents)	ADDED information to the guidance note
7.1 – Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.3.3, 8.8	ADDED guidance notes
7.1 – Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.1.6 – Forces of Nature	ADDED landslip, geothermal activity and hydrothermal activity

7.1 – Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.8.2(a)	AMENDED guidance note
7.1 – Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.9.1	AMENDED guidance note and table to allow for population from the MARSH website
7.1 – Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	9.3.9, 9.3.11	REMOVED guidance notes
7.1 – Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	11.1 – Defects Notification Period	AMENDED defaults and added provision for landscaping
7.1 – Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	12.1	AMENDED to require Engineer approval
7.1 – Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	12.3 – Retention of Monies	AMENDED defaults
7.1 – Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	13.4.3	ADDED section
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	Section 1 – Interpretation	ADDED definitions for Alert Levels, Communicable Disease, Communicable Disease Event, Broader Outcomes Compliance, HSAW Act, Joint Venture, RMA, Statutory Functions, Living Wage Rate AMENDED definitions for Data Breach, NZ Privacy Laws, Winter Period
Schedule 2 – Special	1.3 – General	ADDED new 1.3.9 – severability

Conditions of Contract – Other Conditions of Contract		ADDED new 1.3.10 – amendments in writing ADDED new 1.3.11 – recognising Waka Kotahi statutory functions
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	2.2 – Lump Sum	ADDED section
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	2.6 – Evidence of Contract	AMENDED to clarify legal relationship
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	2.10 – No Waiver	AMENDED to expand the no waiver positions
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	4.1 – General	ADDED obligation for the Contract to be responsible for the acts, omissions and defaults of every subcontractor ADDED obligation for subcontracts to prohibit subcontracting without approval of the Engineer
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.1 – General Responsibilities	ADDED new 5.1.10 requiring the Contractor to comply with probity guidelines and principles
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.7A Further health and safety provisions	ADDED obligation for Contractor to carry out an audit and inspection regime ADDED warranty that the Contractor will ensure no act or omission gives rise to an improvement or prohibition notice, enforcement proceedings or prosecution under the HSAW Act ADDED right to carry out compliance audit of Contractor’s compliance with its health and safety obligations
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.10 - Programme	ADDED confirmation any approval by the Principal / Engineer does not relieve the Contractor of its obligations under the Contract
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.24 – Resource Management Act 1991	ADDED warranty that the Contractor will not do anything that would breach the RMA r give rise to any abatement notice or enforcement proceedings ADDED indemnity from the Contractor for any loss or damage suffered as a result of any enforcement order, etc. being issued under the RMA

Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.25 – Living Wage	ADDED section
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	9.6 – Communicable Disease Event	NEW provision to give Contractor time/cost relief for impact on supply or where the Contractor is prevented from working on Site, directly caused by the presence of a Communicable Disease in NZ
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	10.3 – Extension of Time	ADDED express right for the Engineer to require the Contractor to accelerate works if late  ADDED rules for assessing an EOT claim such as the event must have caused a delay to the critical path  ADDED right to have an EOT after the Due Date for Completion  ADDED right for Principal to unilaterally extend any Due Date for Completion
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	10.5.4 – Damages for Late Completion	AMENDED to include acknowledgement that any liquidated damages are a genuine pre-estimate of loss
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	12.14 – Set-off	ADDED right for the Principal to set-off, deduct or withhold any sums in respect of genuine claims it has against the Contractor under the Contract
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	14.4 – Termination for convenience	ADDED right for Principal to terminate at any time for convenience
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	18.1 – Confidentiality	ADDED reciprocal obligations for confidential information, including restriction on media statements and an acknowledgement that the Principal is subject to the OIA
7.3	Schedule 3 – Form of Contractors Bond	ADDED page
7.4	Schedule 4 – Form of Principal’s Bond	ADDED page
7.7	Schedule 7 – Information on Contractor	ADDED page



	arranged insurance	
7.9	Schedule 9 – Information on public liability insurance	ADDED guidance note
7.12	Schedule 12 – Information on Principal Arranged construction insurance	ADDED guidance note
7.16	Schedule 16 – Final Completion Certificate	ADDED section to specify if the certificate relates to the whole of the Contract Works or a Separable Portion
8.3	Health and Safety	AMENDED to reflect updated requirements
8.5	Statutory Approvals and Compliance	ADDED section

#### Instructions for tendering H1 ECI

Section no.	Section title	Description of change
1.8	Principal's Objectives	AMENDED to align with current initiatives, standard contract forms, Step Change Focus, Living Wage and Z/1
1.9	Risk Allocation	AMENDED to confirm precedence
1.11	Key Contract Data	AMENDED to confirm precedence
3 – Schedule to Conditions of Tendering	101.2	ADDED definition of Non-Conforming Tender
4.2	Contractor and Subcontractor Information	AMENDED to include health and safety obligations
4.5	Relevant Skills	ADDED commitment information requirement
4.6	Methodology	ADDED statutory requirement compliance considerations ADDED communication and engagement considerations

#### Principal's requirements H2 ECI

Section no.	Section title	Description of change
1.4	Contract Plan	AMENDED to align with Z/1

1.5	Customer and Stakeholder Management	AMENDED to align with current community and engagement guidelines
3.8	Publicity and Public Relations	AMENDED to align with current branding and communication guidelines
3.10	Consultation	AMENDED to align with current community and engagement guidelines
4.4	Health and Safety	AMENDED to align with current health and safety obligations
4.11	Project Website	REMOVED section
4.14	Land Acquisition	AMENDED to reflect current expectations and terminology

<b>Conditions of contract H3 ECI</b>		
<b>Section no.</b>	<b>Section title</b>	<b>Description of change</b>
5	Contract Agreement	AMENDED to include an order of priority clause in the event of ambiguity or conflict
7	Contract Agreement	AMENDED to allow the contract to be executed in counterparts
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	3.1.2	AMENDED guidance note
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	5.22 – Key Personnel	ADDED section
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.1.1 – 8.5 or 8.8 Construction	AMENDED guidance note to provide more information
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.1.1 – 8.8 Existing Structure(s) and contents	AMENDED guidance note to provide more information
Schedule 1 – Special Conditions of Contract –	8.1.6(i) – (k) – Forces of Nature	ADDED landslip, geothermal activity, and hydrothermal activity

Specific Conditions of Contract		
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.3.3, 8.8	ADDED guidance notes
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.8.2(a)	AMENDED guidance note
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	8.9.1	AMENDED guidance note and table to allow for population from the MARSH website
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	9 – Variations	ADDED requirement to contact insurance for increases over 15%
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	9.3.9, 9.3.11	REMOVED guidance note
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	11.1 – Defects Notification Period	AMENDED defaults and included landscaping provision
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	11.5.1(b) – Warranties	ADDED new section and guidance note
Schedule 1 – Special Conditions of Contract – Specific	11.6.1, 11.6.2 – Guarantees	ADDED guidance note

Conditions of Contract		
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	12.1.3(b)(iii)(b)	AMENDED to require engineer agreement
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	12.3 – Retention Monies	AMENDED defaults REMOVED Key Personnel
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	12.8(c) – Cost Fluctuations	AMENDED guidance note
Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract	13.4.3 – Arbitration	AMENDED to the then President of the New Zealand Law Society or his or her nominee
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	Section 1 – Interpretation	ADDED definitions for Alert Levels, Communicable Diseases, Communicable Disease Event, Broader Outcomes Compliance, HSAW Act, Joint Venture, Project Management Board, RMA, Statutory Functions, Living Wage Rate  AMENDED definitions for Data Breach, NZ Privacy Laws  REMOVED definition of Contractor’s Design, Consultant, Contract Works, and Principal’s Requirements
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	1.3 – General	ADDED new 1.3.9 for severability  ADDED new 1.3.10 for amendments in writing  ADDED new 1.3.11 for recognising Waka Kotahi statutory functions
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	2.1.6	AMENDED to require amendments to be documented via an amendment agreements
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	2.2 – Lump Sum	ADDED new section

Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	2.6 – Evidence of Contract	AMENDED to clarify point of legal relationship
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	2.9 – No waiver	AMENDED to expand the no waiver provisions
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	3.1.2	REMOVED amendment to NZS condition referencing a bond for SP3
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	4.1 – General	ADDED obligation for Contractor to be responsible for the acts, omissions and defaults of every Subcontractor  ADDED obligation for subcontracts to prohibit subcontracting without approval of the Engineer
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	4.2.8	REMOVED responsibility for delays / disruption caused by Nominated Subcontractors to sit with the Contractor
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	4.3.1	REMOVED requirement for designers to be suitably experienced and hold professional qualifications
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.1 – General Responsibilities	ADDED provision requiring the Contractor to comply with probity guidelines and principles
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.29	REMOVED provision on Copyright of Contractor’s Design
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.7A – Further health and safety provisions	ADDED obligation for Contractor to carry out an audit and inspection regime  ADDED warranty that the Contractor will ensure no act or omission gives rise to an improvement or prohibition notice, enforcement proceedings or prosecution under the HSAW Act  ADDED right to carry out compliance audit of Contractor’s compliance with its health and safety obligations

Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.10 – Programme	ADDED confirmation any approval by the Principal / Engineer does not relieve the Contractor of its obligations under the Contract
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.22 – Key Personnel	REMOVED amount of payment claim to be withheld
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.24 – Resource Management Act 1991	ADDED warranty that the Contractor will not do anything that would breach the RMA r give rise to any abatement notice or enforcement proceedings  ADDED indemnity from the Contractor for any loss or damage suffered as a result of any enforcement order, etc. being issued under the RMA
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	5.25 – Living Wage	ADDED section
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	9.6 – Communicable Disease Event	NEW provision to give Contractor time/cost relief for impact on supply or where the Contractor is prevented from working on Site, directly caused by the presence of a Communicable Disease in NZ
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	10.3 – Extension of Time	ADDED express right for the Engineer to require the Contractor to accelerate works if late  ADDED rules for assessing an EOT claim such as the event must have caused a delay to the critical path  ADDED right to have an EOT after the Due Date for Completion  ADDED right for Principal to unilaterally extend any Due Date for Completion
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	10.5.4 – Damages for Late Completion	AMENDED to include acknowledgement that any liquidated damages are a genuine pre-estimate of loss
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	12.14 – Set Off	ADDED right for the Principal to set-off, deduct or withhold any sums in respect of genuine claims it has against the Contractor under the Contract
Schedule 2 – Special Conditions of Contract – Other	14.4 – Termination for Convenience	ADDED right for Principal to terminate at any time for convenience

Conditions of Contract		
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	16.1 – Privacy	AMENDED to reflect current position
Schedule 2 – Special Conditions of Contract – Other Conditions of Contract	18.1 – Confidentiality	ADDED reciprocal obligations for confidential information including restriction on media statements and an acknowledgement the Principal is subject to the OIA
Schedule 7	Information on Contractor Arranged Construction Insurance	ADDED landslip, hydrothermal activity, and geothermal activity
Schedule 18	Cost Fluctuations	AMENDED to reflect current calculations

#### Schedule of prices H4 ECI

Section no.	Section title	Description of change
4	Guidance Notes for Preparing the Schedule of Prices (SoP)	REMOVED reference to legalisation surveys

#### Queries/feedback

Any queries/feedback on this issue should be sent to [procurement@nzta.govt.nz](mailto:procurement@nzta.govt.nz).