

Contract [Number]  
[Contract Name]  
Contract Documents

# Principal's Requirements

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## DOCUMENT CHANGE FORMAT CODES

This proforma document provides the basis for the development of physical works contract documents for Waka Kotahi NZ Transport Agency's (Waka Kotahi) **ECI** contracts. The purpose of the proforma is to provide consistency throughout the regional operations of Waka Kotahi and to ensure that an appropriate level of detail is provided in tender documentation.

### **Black**

Black text is mandatory and may not be changed without approval prior to issue by the Waka Kotahi Project Manager, who will consult with the Waka Kotahi Procurement Team on all material changes made.

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# 1 GENERAL REQUIREMENTS

## 1.1 Introduction

- 1.1.1 This Principal's Requirements document describes Waka Kotahi NZ Transport Agency's (Waka Kotahi) requirements for the development of a Preliminary Design and Specimen Design. It also contains a brief overview of the high level construction requirements, completion and correction of defects of the Contract Works. It describes the relevant standards, design criteria, technical and other requirements of the Principal and provides information that applies to the contract. Together with any alterations issued in writing by the Principal, these Principal's Requirements form an integral part of the Contract Documents.
- 1.1.2 The Contractor shall be responsible for the project development, design, completion of construction, and correction of defects, of the Contract Works in line with, and so as to meet all requirements and provisions of these Principal's Requirements.
- 1.1.3 Unless otherwise described, all statements refer to the whole of the Contract Works.

## 1.2 Definitions

- 1.2.1 All the definitions in the *General Conditions of Contract NZS 3916:2013* and the Special Conditions of Contract (relating specifically to the features of an early contractor involvement type of contract) shall apply, plus the following:
- **ARCHAEOLOGICAL SITE** is defined in section 2 of the *Historic Places Act 1993*. In terms of this definition, a site could include an object or material. All archaeological sites, whether recorded or not, are protected by this legislation.
  - **CHECKER** means the Person(s) of appropriate skill employed by the Contractor and acceptable to the Principal to undertake the independent design check of the Contractor's Design. This person will sign-off the Design Check Producer Statement, and shall be completely independent of the Designer.
  - **COMMERCIAL IN CONFIDENCE** means information that is commercially sensitive and therefore confidential between the communicating parties.
  - **DETAILED DESIGN** means the Drawings and other related documents that are the final stage of design development upon which the construction will be based.
  - **DESIGNER** means a Person(s) of appropriate skill employed by the Contractor and acceptable to the Principal to undertake the Contractor's Design, in part or whole.
  - **DISCOVERY AREA** means an area around the discovered material that:
    - a) The Project Archaeologist, Heritage New Zealand or identified Māori stakeholders considers has a high probability of containing archaeological sites, Koiwi or Taonga Tūturu similar to those already discovered, and that warrants careful consideration; and/or
    - b) The Contractor determines is necessary as a safety buffer zone separating those investigating archaeological sites or retrieving Koiwi or Taonga Tūturu, from those carrying out other construction and/or maintenance activities, so as to provide an acceptable level of safety to all persons, and ensure the protection of the area and all material contained within.
  - **ENVIRONMENTAL INCIDENT** means an occurrence or set of circumstances, as a consequence of which, pollution (air, water, or land) or an adverse environmental or social or cultural impact has occurred or is occurring. Adverse impact includes accidental discovery,

contamination, harm to flora and fauna (either individual species or communities), damage to heritage or cultural values, harm to human health and adverse community impacts.

- **ENVIRONMENTAL REGULATORY AUTHORITY (ERA)** includes but is not limited to Regional Council, Territorial Local Authorities, Department of Conservation (DoC), Heritage New Zealand Pouhere Taonga (HNZPT), etc.
- **HEAD DESIGNER** means the Designer who is responsible on behalf of the Contractor for the Conceptual Design and the Contractor's Design. This person shall be a signatory on the Conceptual Design Certificates and Producer Statements for both Contractor's Design and Construction Review.
- **KOIWI** means human skeletal remains.
- **PRELIMINARY DESIGN** means the Drawings, reports, testing and other related documents forming part of the Contractor's deliverables under Separable Portion 1.
- **PRINCIPAL'S ADVISER** is the professional services firm(s) engaged by the Principal to provide assistance to the Principal during the tender and construction phases of the works. The term for Principal's Adviser is interchangeable with the Engineer in the wording of these Principal's Requirements.
- **SCOPE** means the project's principal purpose(s) and services(s) to users as outlined in the Principal's Requirements.
- **SPECIMEN DESIGN** means the Drawings, reports, testing and other related documents forming part of the Contractor's deliverables under Separable Portion 2.
- **STATUTORY APPROVALS** includes but is not limited to resource consents, permits, authorities and designations under the Building Act 1991, Resource Management Act 1991, Heritage New Zealand Pouhere Tanonga Act 2014, the Wildlife Act 1953, National Environmental standards for assessing and managing contaminants in soil to protect human health 2011 and other relevant legislation.
- **TAONGA TŪTURU** is subject to the *Protected Objects Act 1975* and means an object that:
  - a) relates to Māori culture, history, or society; and
  - b) was or appears to have been:
    - i) manufactured or modified in New Zealand by Māori; or
    - ii) brought into New Zealand by Māori; or
    - iii) used by Māori; and
  - c) is more than 50 years old.

## 1.3 Desired Outcomes

1.3.1 The Contractor shall add value through the early contractor involvement process by:

- a) Working in a co-operative environment and embracing a partnering philosophy;
- b) Proactively exploring ways to positively enhance and promote the Principal's and the projects image in the eyes of the public and the community;
- c) Conducting a site survey to provide an appropriate level of detail and accuracy to complete the design and a good starting point for the commencement of the physical works;
- d) Developing a complete understanding of services / utilities affected by the works and developing and implementing a strategy for their optimum relocation / protection in the long-term interests of the project;

- e) Undertaking a thorough and complete consultation process and proactively managed consent application process, to obtain Statutory Approvals with conditions acceptable to the Principal;
- f) Developing and implementing a geotechnical investigation regime that balances the needs for certainty against cost;
- g) Utilising its skills and experience in programming, estimating, constructability and value engineering and the Consultant's design skills to develop an optimal solution that gives due consideration to community expectations and desires;
- h) Provide value to the Principal, by continually challenging assumptions and constraints and proactively championing innovations through the Waka Kotahi Scope and Standards Review Committee, the Waka Kotahi Board, the consultation process, and the consenting process;
- i) Ensuring all works are undertaken to at least meet the minimum scope, quality standards and current policy.

## 1.4 Contract Plan

- 1.4.1 The Contractor shall prepare an all-encompassing Contract Plan (CP) to meet all statutory and Principal's Requirements. The CP shall clearly demonstrate an organisation level based, accredited, integrated working system and strategic-level framework for the management, planning and execution of the contract.
- 1.4.2 Such details shall include:
  - a) Contract name, specified objectives and outcomes
  - b) Policy statements on health and safety, quality and risk management
  - c) Policy statements on customer and stakeholder communication, environmental and social management
  - d) Contract team organisation and Key Personnel
  - e) Contractor and sub-contractor work management systems, specifically for communication, information transfer and lessons learnt migration
  - f) Succession planning for the Key Personnel outlined in the information for Tenderer.
  - g) Project objectives, targets and performance measurement and monitoring.
- 1.4.3 The CP shall include the following management plans:
  - a) Health and Safety Management Plan (H&SMP)
  - b) Quality Management Plan (QMP)
  - c) Risk Management Plan (RMP)
  - d) Customer and Stakeholder Communication Management Plan (CSCMP)
  - e) Environmental and Social Management Plan (ESMP)
  - f) Traffic Control Plan (TCP)
  - g) Close-out and Handover Management Plan
- 1.4.4 The Principal recognises the initial effort needed to setup the physical works presence, processes and plant for contracts involving physical works. The CP shall be set up and accepted by the Engineer prior to any works commencing on site.

- 1.4.5 The Contractor's CP, and associated HSMP (TCP), QMP and RMP shall be in place prior to physical works commencing on site. Ongoing review by both the Contractor and Engineer shall not prevent the plans becoming operative.
- 1.4.6 The Quality File (including the agreed Inspection and Testing Schedule, refer section [3.5.4]) shall be in place prior to any works commencing on site, in accordance with the QMP.
- 1.4.7 The ESMP and CSCMP shall be in place within two weeks of physical works commencing on site. Ongoing review by both the Contractor and Engineer shall not prevent the plans becoming operative.
- 1.4.8 Should the Contractor fail to meet these management plan timing requirements, all work on site must stop, and only recommence with the Engineer's approval.
- 1.4.9 The Contractor shall regularly review the appropriateness of all management plans and maintain an up to date copy on the Quality File at all times. Notification of all changes shall be continuously documented at the front of each management plan.

#### **Quality Management**

- 1.4.10 The Contractor is expected to have systems certified to international quality standards (ISO 9001) and must have a project specific QMP that covers quality assurance and control minimum requirements as defined in Z/1.
- 1.4.11 The Contractor shall require that all its Subcontractors and suppliers, including design services shall prepare, maintain and operate for the term of the contract a Quality Management System consistent with that of the Contractor.
- 1.4.12 The Contractor shall remain responsible for the performance of all its Sub-contractors, suppliers and design consultants (Designer and Checker).

#### **Quality Management Plan**

- 1.4.13 The QMP must be prepared in accordance with the Waka Kotahi *Minimum Standard Z/1 - Quality Management Plan*, and at all times operate under the Contractor's accredited QMS.
- 1.4.14 The Contractor shall employ a Quality Manager for the duration of this Contract, subject to the Engineer's approval. The Quality Manager must not have any line management responsibilities for carrying out any construction works associated with the Contract Works and must have the delegated authority to lead the Contractor's delivery of the QMP and to authorise actions required to enable the Contractor to deliver quality across the Contract. The Quality Manager will work with managers in other areas to ensure all areas of quality and has the ability to action a stop works in the event a potential quality issue arises.
- 1.4.15 The Principal may appoint an independent quality auditor to audit the Contractor's Quality Management System (including without limitation the QMP and any quality manuals and procedures). The independent auditor may also carry out periodic monitoring, spot checks and auditing of the QMS including the QMP. Results of any findings will be formally communicated to the Contractor. In the event that the Contractor is not providing the quality required, the Principal may increase the level of surveillance for varying periods of time to ensure compliance. The cost of this will be borne by the Contractor, Principal's Site Representatives will conduct surveillance of the works and analysis of the ITP and RVT.
- 1.4.16 If the Engineer believes the Contractor has failed to satisfactorily undertake all or any of the obligations described in [1.4.1, 1.4.2 and 1.4.3] of these Principal's Requirements the Engineer shall notify the Contractor in writing. If, in the Engineer's opinion, the Contractor does not take reasonable steps within a reasonable period to put right the failure, the Engineer may arrange for the failure to be corrected at costs the Engineer considers reasonable. In this event, the Principal may also increase the level of surveillance for varying periods of time to ensure compliance. The cost of this will be borne by the Contractor.



- 1.4.17 The Contractor will be liable for all such actions taken by the Engineer and any costs involved. The Engineer will detail all costs and expenses incurred by the Principal or any of his agents for such work, providing copies to the Principal and Contractor. The Principal shall be entitled to recover all such costs from the Contractor, provided that they are fair and reasonable. The Engineer shall notify the Principal and Contractor in writing before taking any such action
- 1.4.18 Nothing contained in [1.4.1, 1.4.2 and 1.4.3] of these Principal's Requirements shall relieve the Contractor of any of his responsibilities under the Contract.

## 1.5 Customer and Stakeholder Management

- 1.5.1 The Principal has a customer first philosophy and seeks to apply this across all levels of its business. More specifically, as it relates to its customers use and interaction with the state highway network, the Principal recognises key customer first values which are grouped as:
- a) Road to Zero and Safe System approach
  - b) Efficient and reliable journeys
  - c) Social and environmental responsibility
- 1.5.2 The Contractor is expected to embrace these values in consideration of all road user groups, key stakeholders of the Principal, and adjacent neighbours, communities and environments, including Māori communities. More particularly, the Contractor shall recognise that their staff and actions, together with those of their subcontractors, can directly influence the public perception of the Principal, and the effective realisation of its customer values.
- 1.5.3 The Contractor shall provide with its Contract Plan, a project-specific Customer and Stakeholder Communication Management Plan (CSCMP) to outline how they undertake and complete the Contract Works in a manner which embraces the Principal's customer values. The Contractor's CSCMP shall outline how the Contractor will fulfil Waka Kotahi expectations in regard to community engagement and communication, stakeholder engagement and communication, Māori engagement and communication, and liaison with the Waka Kotahi Transport Property team and its Acquisition Agents. The CSCMP shall include as a minimum:
- a) **Customer safety**

Where additional to requirements set out under sections [1.7] and [1.9] of these Principal's Requirements, the Contractor shall consider those safety risks which are either pre-existing or created as a consequence of the Contractor's temporary works, and describe those methods to be applied to ensure customer safety is not compromised.

[This may include:

    - Use of barriers/sight screens;
    - Use of advance Variable Message Signs;
    - Worksite planning and methods to reduce exposure to roadside hazards either pre-existing or created as part of the temporary works;
    - Other techniques in excess of nominated traffic management requirements.]

<<Guidance Note: Insert any matters required to be specifically identified to tenderers, or specifically required to be addressed by the Contractor in the course of undertaking the Contract Works>>
  - b) **Minimising travel delay and disruption**

Where additional to requirements set out under section [1.7] of these Principal's Requirements, the Contractor shall identify potential causes for traffic delay and disruption, and demonstrate how the sequencing of works has maximised opportunities and minimised

disruption for the travelling public. Where ongoing or significant disruption cannot be avoided, the Contractor shall describe those measures to inform or otherwise customer expectations.

[This may include:

- Worksite programming and worksite planning to minimise delay and disruption, in particular minimising the need for temporary speed limits;
- Avoidance of work in periods of peak travel demand, or management through temporary traffic flow capacity analysis;
- Use of manual traffic control over automated traffic control, where responsiveness to traffic demand/queuing is critical;
- Establishment/enhancement of alternate travel routes, within or around the worksite;
- Coordination with utilities, also seeking to undertake work within or adjacent to the worksite;
- Prompt site restoration (e.g. removal of loose chip and reinstatement of signs/markings) once the construction work is complete;
- During non-working hours, the road should be left in a condition such that either the permanent speed limit, or highest practical temporary speed limit, can be left in place, subject to maintaining site safety.]

<<Guidance Note: Insert any matters required to be specifically identified to tenderers, or specifically required to be addressed by the Contractor in the course of undertaking the Contract Works>>

c) **Ride discomfort and nuisance**

The Contractor shall consider potential causes for ride discomfort and nuisance for all road users and neighbours, and describe methods to avoid or minimise those situations.

[This may include:

- Temporary or failed surfacing that could lead to vehicle damage or increased vehicle wear and tear;
- Situations of general nuisance (e.g. bitumen splashes on vehicles, detritus on walkways).]

<<Guidance Note: Insert any matters required to be specifically identified to tenderers, or specifically required to be addressed by the Contractor in the course of undertaking the Contract Works>>

d) **Communication and customer relations**

In addition to the requirements of section [1.13] of these Principal's Requirements, the Contractor shall identify communications and interactions necessary to ensure road and multi-modal user, neighbour and community consultation needs are met. Reference shall be made to the standards in the Z/17 Branding and Communications Standard and the six principles set out within the State Highway Public Engagement Guidelines (2016) Such consultation needs will generally be of an informative/advisory nature, to inform the wider community of the Contract Works, to inform road and multi-modal users of potential traffic flow delays and advise of alternate travel choices, and to inform project neighbours where activities associated with the Contract Works will have a more direct affect on the use and enjoyment of adjacent property. In some instances however, the consent conditions or related ESMP plans may dictate a higher level of consultation/involvement in decision-making by the public and this must be adhered to. The Contractor shall provide reasonable notice to adjacent residents or commercial premises at least 5 working days in advance, with

follow up in the immediate 24 hours in advance, of any activity that affects access to their property, or may cause disturbance to the normal enjoyment or use of their property; this notice will be by formal mailbox drop notification or via subscription email distribution list. All customer and stakeholder engagement plans and activities relating to the project must be reported by the Contractor through to Waka Kotahi's nominated Engagement & Communications team representative. The draft CSCMP must be reviewed and approved by this representative and the Principal as part of its development and the Contractor must also provide the administration resource required to regularly update customer and stakeholder interactions into the Waka Kotahi instance of the Consultation Manager database. This reporting is obligatory throughout the project process.

[This may include:

- The Contractor shall prepare a quarterly newsletter advising the intended progress of the Contract Works. The Contractor shall submit the initial draft newsletter to the [Principal/Engineer] and Waka Kotahi Engagement & Communications team representative within 20 Working Days of Acceptance of Tender, and every three months thereafter. Once the [Principal/Engineer] has accepted the newsletter, copies shall be distributed by the Contractor to residents and commercial premises adjoining the site, territorial local authorities and other stakeholders, the Principal and the Engineer; with decisions about the types of publication format eg digital or printed to be confirmed during the development and approval of the CSCMP;
- The Contractor shall provide input to the Principal's quarterly newsletter, as and when required;
- Mailbox drop notifications to adjacent residents of any activity that affects access to their property, or may cause disturbance to the normal enjoyment or use of their property;
- The Contractor shall observe any cultural protocols, particularly when engaging with Maori, when undertaking work of a culturally sensitive nature;
- Public notification of upcoming detours;
- Public advice of traffic conditions;
- Providing Waka Kotahi's Engagement & Communications team with positive stories and content for wider official Waka Kotahi communications channels such as social media, website, video or other publications, with decisions about the types of publication formats to be confirmed during the development and approval of the CSCMP;
- Providing/supporting associated Waka Kotahi official events such as sod turnings, Ministerial events or openings, as required and on request of the Principal;
- Providing/supporting reporting for the Principal's Traffic Road Event Information System.]

<<Guidance Note: Insert any matters required to be specifically identified to tenderers, or specifically required to be addressed by the Contractor in the course of undertaking the Contract Works>>

e) **Māori Engagement**

Māori are recognized as the Treaty Partner by Waka Kotahi and must be involved in any decisions affecting Māori interests. Reference shall be made to the NZTA Māori Strategy Te Ara Kotahi and the CSCMP must be developed in accordance with this strategy. Contractor shall identify provisions for Māori engagement, including provisions for cultural mitigation and specific actions to be taken to ensure Māori engagement both before and during the project.

[This may include:

- Utilization of iwi advisory services
- Notification mechanisms
- Early and regular engagement and event-specific consultations
- Incorporation of Te Reo Māori into both internal and external channels and publications
- Implementation of a bilingual signage policy
- Development of clear communication protocols and points of contact
- Utilization of Māori businesses and workforce

<<Guidance Note: Insert any matters required to be specifically identified to tenderers, or specifically required to be addressed by the Contractor in the course of undertaking the Contract Works>>

f) **Compliance with Environmental and social plans**

Except where otherwise required under section [1.25] of these Principal's Requirements, the Contractor shall consider potential adverse social or environmental effects created as a consequence of the Contractor's temporary works, and describe those methods to be applied to ensure the adjacent social interests or environment is not significantly compromised. This plan must be developed in accordance with/consideration to the CESMP. The Contractor shall note that Waka Kotahi has MoUs with several stakeholders including DoC and HNZPT – regular updates are provided in conjunction with Waka Kotahi project consenting and environmental specialists.

[This may include specifying how the Contractor will engage and communicate on issues such as:

- Control of dust spread onto sensitive environments (natural or agricultural);
- Quality and control of stormwater flow off-site and onto adjacent property;
- Noise control and effect on occupiers of adjacent property;
- Vibration control and effect on occupiers and buildings on adjacent property;
- Protocols for discovery of matters of a historic or cultural nature;
- Containment and removal of toxic materials, debris and waste;
- Process for demonstration, and ownership, of damage to adjacent property.]

<<Guidance Note: Insert any matters required to be specifically identified to tenderers, or specifically required to be addressed by the Contractor in the course of undertaking the Contract Works>>

## 2 CONTRACT SCOPE AND PROJECT DOCUMENTATION

### 2.1 Contract Scope

2.1.1 The Scope of this Contract is as described below:

<<Guidance Note: An accurate and complete description of the Scope of the contract should be provided as far as possible, and set at the highest level. It must define the key output or outcome features of the contract that are fundamental to the project and cannot be changed by the Contractor.

**SCOPE** means the project's principal purpose(s) & services(s) to users as outlined in the Tender Documents.

Provide a succinct description of the principal purpose(s) and service(s) to users. Only include the highest level criteria fundamental to the contract, e.g.:

- A bridge(s) comprising 4 lanes across the ABC River
- Provides a water way of >>>>>>>>
- Pedestrian and cycle way protected from road traffic on north side of bridge
- Obtain outline plan and resource consents>>

### 2.2 Contract Structure

2.2.1 The project is divided into three Separable Portions as follows:

1. **Separable Portion 1** consists of investigation, further development of the scheme assessment, development of a Preliminary Design, and preparation and lodgement of planning documents. The Preliminary Design will be subject to a Stage 1 road safety audit.
2. **Separable Portion 2** shall include the refinement of the Preliminary Design, developing it into a Specimen Design, obtaining of all consents and Designation changes, planning for land acquisition requirements, and preparation of the construction funding application. The Specimen Design will be subject to a Stage 2 road safety audit, design peer review and value engineering review by external parties.
3. **Separable Portion 3** shall include the Detailed Design, construction works and undertaking any works required during the Defects Notification Period.

### 2.3 Contract Arrangements

2.3.1 The Principal has engaged [Consultant Name] under Contract No. [Number] to provide Investigation and Reporting, Design and Project Documentation, and Management, Surveillance and Quality Assurance professional services for the project.

2.3.2 [Consultant Name] will be a Nominated Subcontractor to the Contractor. The Principal will novate certain of its rights, obligations and interests under its contract with [Consultant Name] to the Contractor under a Deed of Novation. The Principal will retain other of its rights, obligations and interests.

- 2.3.3 The Deed of Novation will be based on the Waka Kotahi State Highway Construction Contract Proforma Manual, Appendix G3.

<<Guidance note – Novation of the consultant is not the preferred model for ECI. Please contact the Project Services team to discuss novation if you wish to include this in the contract.>>

## 2.4 Project Description

- 2.4.1 <<insert description of the key characteristics / features of the project here together with description of current problems / risks / issues>>

## 2.5 Site Description

- 2.5.1 <<insert description of the key characteristics / features of the site here>>

## 2.6 Statutory Approvals

- 2.6.1 The Principal has not obtained Statutory Approvals for the project. <<or alternatively include here the status of any Statutory Approvals etc.>>
- 2.6.2 Future process to obtain Statutory Approvals will require a close relationship between the Contractor and the Waka Kotahi Environmental Planning Team.
- 2.6.3 Contractor must nominate a suitably qualified person to manage compliance with Statutory Approvals.

## 2.7 Land Acquisition

- 2.7.1 <<summarise the status of any land acquisitions for the project>>

## 2.8 Archaeological and Culture Features

- 2.8.1 <<summarise any archaeological / cultural aspects relevant to the project>>

## 2.9 Utilities and Services

- 2.9.1 <<provide any information available on affected utilities and services and the Waka Kotahi cost share, or relevant MOU agreements with service authorities>>

## 3 SEPARABLE PORTION 1

### 3.1 Preamble

- 3.1.1 This section describes those inputs expected of the contractor for the fulfilment of Separable Portion 1 (SP1). The extent of inputs actually required shall form part of the fee negotiation and agreement, as required prior to the commissioning of this separable portion.

<<Describe the status, key features, outputs and process of SP1. Include description of any works completed or being undertaken which contribute or have an effect on the completion of SP1.>>

### 3.2 Contract Management

- 3.2.1 The Contractor shall manage Separable Portion 1 in accordance with the minimum requirements specified in the current Waka Kotahi *Standard Professional Services Specification Contract Management*, as modified by the requirements of this Section 3.
- 3.2.2 Any reference to the "Consultant" in the Waka Kotahi *Standard Professional Services Specification Contract Management* shall be read as a reference to the "Contractor", and any reference to the "Client" read as a reference to the "Principal".

### 3.3 Investigation and Reporting

- 3.3.1 The Contractor shall deliver Separable Portion 1 in accordance with the minimum requirements specified in the current Waka Kotahi *Standard Professional Services Specification Investigation and Reporting*, as modified by the requirements of this Section 3.
- 3.3.2 Any reference to the "Consultant" in the Waka Kotahi *Standard Professional Services Specification Investigation and Reporting* shall be read as a reference to the "Contractor", and any reference to the "Client" read as a reference to the "Principal".

### 3.4 Programme

- 3.4.1 The Principal requires the design development and construction to be carried out as expeditiously as practical. As the construction will greatly affect users of the highway, this phase should be completed in an efficient, safe and well planned manner.
- 3.4.2 The programme shall be shown in Gantt Chart form or similar. It shall show all activities, dependencies and links, and highlight the construction activities on the critical path. The programme shall flag all programming constraints and milestones and shall be updated at least every quarter and as significant changes occur.
- 3.4.3 The programme shall generally allow [4] weeks for the Principal's review of key deliverables.
- 3.4.4 Progress against programme shall be monitored and reported monthly, as part of the monthly reports.

### 3.5 Reporting

- 3.5.1 The Contractor shall provide copies of all data, information and reports to the Principal in editable format. The Contractor shall provide a minimum of two electronic of all reports.

### 3.6 Economic Analysis

- 3.6.1 The Contractor shall ensure intersection modelling and analysis complies with the requirements of the Waka Kotahi *Economic Evaluation Manual*.

### 3.7 Risk Management

- 3.7.1 The Contractor shall liaise with the Client's Consultant to facilitate the Consultant's contractual requirements with regard to the provision of Risk Management services to the Contract.
- 3.7.2 [A register of risk identified to date is included as Appendix <<x>>](#)
- 3.7.3 [<<Guidance Note: Consultant to develop project specific requirements>>](#)

### 3.8 Publicity and Public Relations

- 3.8.1 The Principal expects the Contractor to play a leading role in promoting Waka Kotahi positively throughout the duration of this project.
- 3.8.2 The Contractor shall not make any public communication or announcement at any time to any third party, including any section of the media, about the contract or the project without gaining written prior approval from the Principal. Media management protocols and the hierarchy of nominated media spokespeople must be included and approved in advance by the Principal as part of the project's Customer and Stakeholder Communications Management Plan (CSCMP). If the Principal additionally requests that the Contractor provides information to the media or performs a media spokesperson role they will do so.
- 3.8.3 The Contractor will follow all of the associated Waka Kotahi brand, printing, online, website and social media guidelines as outlined in Z/17 Branding and Communications Standard, and agree scope and roles actioning these channels with Waka Kotahi as part of the development of the CSCMP.
- 3.8.4 When requested, the Contractor shall also prepare for the Principal's approval and action appropriate draft media releases. A media release shall be available for proactive opportunities such as when key milestones are reached (e.g. prior to consultation periods/open days, and starting physical works, where applicable) and at such other times as required by the Principal. The Contractor shall not use the release for the purpose of advertising the Contractor's company or services.
- 3.8.5 The Contractor will allow for a Principal representative to lead all significant events. This will generally be the Director Regional Relationships, General Manager, Transport Services or a Senior Manager, System Design and Delivery (or their delegate) for all large projects, and complex or sensitive small and medium sized projects.
- 3.8.6 The Contractor shall only release information or detail of the Contract Documents "In Confidence" to those who have a legitimate need to know or whom they need to consult to carry out the contract.
- 3.8.7 The Contractor may not erect promotional or publicity signage on any part of the Site without gaining written approval of the Principal/Engineer beforehand. All signage must adhere to the branding requirements and guidance in the Z/17 Branding and Communications standard.
- 3.8.8 [If the Contractor wishes to submit an award entry or paper to a conference or similar learned society, the Contractor shall ensure that the draft is provided in advance so the Principal may review and approve it prior to submission.](#)
- 3.8.9



### 3.9 Performance Evaluation

- 3.9.1 The Principal is gathering Contractor and Consultant performance data for this contract, to be used for the future evaluation of the Track Record Non-price Attribute.
- 3.9.2 The Contractor shall participate in the evaluation of performance on this contract. This commitment should amount to no more than an average of [30-45] minutes per month for the duration of the contract.
- 3.9.3 The evaluation will consider all aspects of the Contractor's and Consultant's performance.

### 3.10 Consultation

3.10.1 As per the CSCMP, consultation shall be required with the following interested parties. This list is not exhaustive and consultation shall be carried out with other parties as they are identified:

- a) Property Owners
- b) Iwi
- c) Residents Associations
- d) KiwiRail
- e) The Waka Kotahi Network Outcomes Contractor (NOC)
- f) Automobile Association
- g) Cycle Interest Group
- h) Police
- i) Road Transport Forum
- j) Heavy Haulage industry
- k) Emergency Services
- l) Service Owners, Telecom/Clear/ etc
- m) NZ Archaeological Society, Historical Places Trust
- n) General public

<<amend list to suit, and include others as necessary>>

3.10.2 The Contractor shall:

- a) Arrange individual meetings as necessary to introduce the Contractor to the audience, and to explain the objectives and impacts of the proposed work;
- b) Together with relevant parties, identify significant historical and cultural issues;
- c) Prepare briefs and assignments for any archaeological investigation by expert subcontractors, commission such work on behalf of the Principal and manage this work.

3.10.3 While specific parties requiring consultation certificates are named in Appendix L – Third parties for Consultation, the he Principal expects that the Contractor will engage in consultation with all interested parties throughout the contract as per the CSCSMP. This will be necessary to achieve a desired outcome to the satisfaction of all parties concerned.

### 3.11 Geotechnical

3.11.1 Following the completion of the geotechnical testing and assessment, the Contractor shall make recommendations on geotechnical parameters to be used for design and construction and make recommendations on appropriate contingency factors.

### 3.12 Peer Review

3.12.1 A peer review of the Preliminary Design is required in accordance with the current Waka Kotahi *Standard Professional Services Specification Investigation and Reporting*.

### 3.13 Road Safety Audit

3.13.1 A road safety audit of the Preliminary Design is required in accordance with the current Waka Kotahi *Safety Audit Procedures for Projects – 2013*, including a *Safe System Assessment Framework* options assessment.

### 3.14 Separable Portion 2 Documentation

3.14.1 Prior to the conclusion of Separable Portion 1, the Contractor shall review the Principal's Requirements for Separable Portion 2 in conjunction with the Principal and its advisors and amend and update it as appropriate to reflect current best practice and project progress.

### 3.15 <<Other Modifications to the Standard Specifications>>

3.15.1 <<other modifications to the Standard Specification>>

<<<Guidance note – SP1 and 2 deliverables should be specified in order to allow Waka Kotahi the opportunity to hold/end the contract at the end of each SP. At a minimum the draft deliverables should be issued to the PM for approval prior to the negotiation for the next SP.>>>

### 3.16 Programme for Deliverables

3.16.1 The following is the Time Schedule for Deliverables. It outlines the major/milestone deliverables but is not to be deemed all-inclusive. Further deliverables with delivery dates and times may be specified in the Principal's Requirements and specifications.

<<Guidance note- Consider using table of deliverables similar to SM030.>>

NO	DELIVERABLE	TIME FOR DELIVERY

[Insert Contract name]  
Contract No: [insert no]

Waka Kotahi NZ Transport Agency  
Principal's Requirements  
PR 1

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## 4 SEPARABLE PORTION 2

### 4.1 Preamble

- 4.1.1 This section describes those inputs expected of the contractor for the fulfilment of SP 2. The progression of, and actual extent of, inputs required shall form part of, and be subject to the successful negotiation and agreement of the Lump Sum, as necessary prior the commissioning of this separable portion.
- 4.1.2 Few, if any of the inputs required under this separable portion have commenced, or had significant progress made. Progression through and completion of this separable portion, is almost entirely on the Contractor to manage from the outset.

### 4.2 Contract Management

- 4.2.1 The Contractor shall manage Separable Portion 2 in accordance with the minimum requirements specified in the current Waka Kotahi *Standard Professional Services Specification Contract Management*, as modified by the requirements of this Section 4.
- 4.2.2 Any reference to the "Consultant" in the Waka Kotahi *Standard Professional Services Specification Contract Management* shall be read as a reference to the "Contractor", and any reference to the "Client" read as a reference to the "Principal".

### 4.3 Specimen Design and Project Documentation

- 4.3.1 The Contractor shall deliver Separable Portion 2 in accordance with the minimum requirements specified in the current Waka Kotahi *Standard Professional Services Specification Specimen Design and Project Documentation*, as modified by the requirements of this Section 4.
- 4.3.2 Any reference to the "Consultant" in the Waka Kotahi *Standard Professional Services Specification Specimen Design and Project Documentation* shall be read as a reference to the "Contractor", and any reference to the "Client" read as a reference to the "Principal".

### 4.4 Health and Safety

- 4.4.1 The Contractor must implement processes that meet the requirements of the *Health and Safety at Work Act 2015*, its regulations, supporting codes of practice, and any guidance material that represents industry good practice.
- 4.4.2 The Contractor must comply with the provisions outlined in the Waka Kotahi *Contractor Health and Safety Expectations*, and the other contract specific requirements as set out below. The latest version of the Waka Kotahi *Contractor Health and Safety Expectations* document can be accessed from the Waka Kotahi Highways Information Portal at <https://www.nzta.govt.nz/resources/contractor-health-and-safety-expectations/>
- 4.4.3 The Contractor must comply with all health and safety requirements of Waka Kotahi, and any other relevant asset owner or authority (e.g. Auckland Transport, Auckland Council, KiwiRail, Watercare). Meeting these requirements will not relieve the Contractor of any of its responsibilities to comply with the Health and Safety at Work Act 2015.
- 4.4.4 The Contractor must include *Health and Safety by Design* as outlined in Section 6.1 of the Waka Kotahi *Contractor Health and Safety Expectations* document.

- 4.4.5 The Contractor shall meet the requirements of the Waka Kotahi Expectations for Management of Overhead and Underground Utilities Risks as outlined in the *Contractor Health and Safety Expectations* document.
- 4.4.6 The Contractor shall provide, maintain and enforce the appropriate use of Personal Protective Equipment (PPE) using a risk-based approach as outlined in the Waka Kotahi *Contractor Health and Safety Expectations* document.
- 4.4.7 The Contractor must meet the Waka Kotahi *Contractor Health and Safety Expectations* for the Management of Vehicle Safety and provide Temporary Traffic Management as outlined in the above section.
- 4.4.8 The Contractor shall provide incident notification, investigation and reporting as outlined in the Waka Kotahi *Contractor Health and Safety Expectations* document.
- 4.4.9 The Contractor must provide health and safety performance and assurance reporting throughout the contract as outlined in the Waka Kotahi *Contractor Health and Safety Expectations* document.
- 4.4.10 All Waka Kotahi projects/work sites require workers to be competent in health and safety prior to entry. Waka Kotahi endorses the CHASNZ Site Access Requirements ([https://secure.chasnz.org/downloads/resources/CHASNZ\\_Site\\_Access\\_Requirements\\_FINAL.pdf](https://secure.chasnz.org/downloads/resources/CHASNZ_Site_Access_Requirements_FINAL.pdf)) . Waka Kotahi construction projects and maintenance contracts are to comply with the requirements within this CHASNZ industry standard.
- 4.4.11 The Contractor's Senior Management contract team must undertake continuous professional development in HSW Competency of project leadership.
- 4.4.12 Waka Kotahi expects that all personnel working within 5 metres of hot bitumen be appropriately trained, by a recognized training provider, in the safe handling of bitumen.
- 4.4.13 The Contractor shall nominate and provide the CV of a qualified and experienced Construction H&S Professional.
- 4.4.14 All hazards and risks to health and safety shall be monitored and reviewed by the Health and Safety Manager. This is to ensure that all appropriate industry good practice risk controls are in place and effectively managing (eliminating, or minimising) these risks in accordance with the H&SMP, the Waka Kotahi *Contractor Health and Safety Expectations*, and relevant Acts and Regulations.
- 4.4.15 The Contractor will allow Waka Kotahi or the Engineer to conduct a site inspection and Audit on a monthly basis. During this time the Contractor will provide unrestricted access to any documentation or people.

## 4.5 Health and Safety Management Plan (H&SMP)

- 4.5.1 The purpose of the Contractor's project specific H&SMP is to provide an overarching approach to managing safety for the duration of the project, foster a culture of safety first, and to provide a method for complying with the provisions of the current Health and Safety at Work Act 2015, its Regulations and the Waka Kotahi *Contractor Health and Safety Expectations*.
- 4.5.2 The Contractor's H&SMP should reflect the work being undertaken on the contract, review all the risks relating to the various stages of the contract and provide a detailed overview of how health and safety will be managed throughout the contract. Health and Safety Management Planning should be in accordance with the Plan, Do, Check, Act process outlined in the Waka Kotahi *Contractor Health and Safety Expectations* document.
- 4.5.3 The H&SMP must include but is not limited to the following:
- a) Contract specific roles and responsibilities
  - b) Health and safety management structure (who is leading health and safety)
  - c) Health and safety notifications and registrations

- d) Health and safety management procedures (Hazard Id, risk assessment and proposed risk control measures relevant to the work being undertaken)
- e) Health and Safety by Design information (calculations, analyses, tests, etc.)
- f) Proposed method statements to demonstrate a safe system of work
- g) Provisions for emergencies, planning and response
- h) Proposed training and competency requirements
- i) Induction procedures
- j) Drug and alcohol testing requirements
- k) Accident reporting, recording investigation, analysis and lessons learnt
- l) Schedule for safety audits, reviews and inspections
- m) Health and wellness procedures
- n) Worker participation methods
- o) Sub-contractor management and collaboration procedures (coordination, cooperation and consultation)
- p) Sub-contractor risk-based documents (SWMS, JSA's, Hazardous Substance Inventories, Plant and Competency Registers, etc.)
- q) Specific legal duties that must be followed under the HSWA and its Regulations

## 4.6 Programme

4.6.1 Refer Principal's Requirements, Section [\[3.4\]](#).

## 4.7 Reporting

4.7.1 Refer Principal's Requirements, Section [\[3.5\]](#).

4.7.2 [The Contractor shall attend Project Control Group meetings. These will be at fortnightly intervals. The Contractor shall:](#)

- a) [Organise a venue;](#)
- b) [Prepare an agenda;](#)
- c) [Prepare any supporting information necessary for the meeting; and](#)
- d) [Prepare and distribute notes of the meetings including action points for each Project Control Group meeting.](#)

## 4.8 Economic Analysis

4.8.1 Refer Principal's Requirements, Section [\[3.6\]](#).

## 4.9 Risk Management

4.9.1 Refer Principal's Requirements, Section [\[3.7\]](#).

## 4.10 Publicity and Public Relations

4.10.1 Refer Principal's Requirements, Section [\[3.8\]](#).

## 4.11 Performance Evaluation

4.11.1 Refer Principal's Requirements, Section [3.10].

## 4.12 Consultation

4.12.1 Refer Principal's Requirements, Section [3.10].

## 4.13 Statutory Approvals

4.13.1 If Contractor is to apply for consents or approvals in the name of Waka Kotahi, the application must be discussed and agreed with the Waka Kotahi Consents and Approvals Group to confirm the scope and consenting strategy. Draft consent (or other applications) must be reviewed and approved by a Consents and Approvals Group Planner prior to lodgement.

4.13.2 Consideration should be given to any consent and/or alterations to Designations outside the current Designation footprint, which may be useful to the Contractor, for example borrow areas or site set-up areas.

## 4.14 Land Acquisition

4.14.1 The Contractor is responsible for identifying any land purchase requirements for the project. The Contractor is not responsible for carrying out any land purchase negotiations but is responsible for briefing the Waka Kotahi Transport Property team who will then manage Waka Kotahi's Acquisition Agents to achieve the required outcome. Specifically, the Contractor shall prepare, and monitor progress of, the following deliverables:

4.14.2

- a) The Contractor shall prepare a schedule of the legal descriptions of the parcels of land directly affected by the recommended project option. The schedule will include the recorded owners (names and contact details), size of affected area, status of negotiations, valuation (when available) and land issues identified in the consultation process. This schedule shall be available prior to lodgement of designation and consent applications and will be updated in the Contractor's monthly report.
- b) The Contractor shall, in consultation with the Waka Kotahi Transport Property team, arrange for a strategy to be prepared for the future purchase of the property required. The goal is to ensure that all purchase agreements will be in place prior to the programmed date for commencement of physical works contracts, as appropriate.
- c) The Contractor shall also deliver, prior to the lodgement of Notice of Requirement, a preliminary land requirement plan, for the recommended option. The plan shall show the extent of properties directly affected by the works for which compensation may be required, including all working areas and dump sites, and the indicative final land purchase boundaries.

## 4.15 Separable Portion 3 Documentation

4.15.1 Prior to the conclusion of Separable Portion 2, the Contractor shall develop the Principal's Requirements for Separable Portion 3 in conjunction with the Principal and its advisors.

4.15.2 The Principal's Requirements for Separable Portion 3 shall be based on the Design and Construct contract proforma contained in the *Waka Kotahi State Highway Construction Contract Proforma Manual*.

- 4.15.3 The Principal's Requirements for Separable Portion 3 shall be developed to maximise the Contractor's opportunity to produce an efficient and cost effective design.



## 5 SEPARABLE PORTION 3

### 5.1 Preamble

- 5.1.1 The scope of works for Separable Portion 3 will primarily be based upon the Principals Requirements documentation as developed prior to the conclusion of Separable Portion 2, in accordance Section [4.14] of these Principals Requirements.
- 5.1.2 The progression of, and actual extent of, inputs required shall form part of, and be subject to the successful negotiation and agreement of the Lump Sum, as necessary prior the commissioning of this separable portion.

### 5.2 General

- 5.2.1 The Principal's Requirements for Separable Portion 3 are to be developed prior to the conclusion of Separable Portion 2, in accordance with Principal's Requirements, Section [4.13].

<<Guidance note – SP3 Principal's Requirements should be linked to the specimen design produced in SP2. The PRs should describe the works which will be constructed in enough detail that the Principal has confidence that any material reduction (value engineering) in the works post contract award can be claimed as a variation to the contract and reduction in contract sum. >>