

MINIMUM STANDARD Z/7 – PHYSICAL WORKS CONTRACT DOCUMENT

1. REQUEST FOR TENDER

The physical works contract shall be in the current standard Transport Agency format and shall be between the Contractor and the Client (as Principal). The applicable construction front end plus the Conditions of Contract shall be used as supplied in the Transport Agency's *State Highway Physical Works Contract Proforma Manual* (SM031).

The contract period shall be consistent with the construction period discussed in the Detailed Business Case, subject to subsequent design developments. In calculating the contract period, the Consultant shall consider the use of separate portions as there can be significant advantages for the Contractor if retentions can be released for completed sections of the works.

The Request for Tender shall clearly state:

1. The "Basis of Tender Evaluation";
2. How alternative tenders (including alternative duration) will be treated;
3. How late tenders will be treated;
4. That the Client reserves the right to reject any or all tenders; and
5. The level of traffic management required for the contract in accordance with the Code of Practice for Temporary *Traffic Management*.

2. CONTRACT SPECIFICATIONS

The contract specification shall be written in such a manner as to:

1. Require the Contractor to achieve an average roughness over the project of no greater than a NAASRA roughness measurement of 60 counts/kilometre and no individual reading shall exceed a maximum NAASRA roughness measurement of 70 counts/kilometre, or such other maximum roughness measure specified in the Scope. The NAASRA readings are to be determined from the Quarter Car Lane, International Roughness Index (IRI), measured and calculated over each 100 metres section, and converted to NAASRA roughness equivalent by the Transport Agency's conversion factor;
2. Clearly detail the general and technical requirements of the project, including landscape rehabilitation;
3. Clearly detail the post-planting and landscape management of the site. This shall include the setting of an appropriate defect notification period of the site of no less than three years and the requirement of the Contractor to replace any plants that die during the maintenance period;
4. Reference all relevant TNZ/NZTA specifications and other appropriate standards with modifications as approved by the Client;

5. Emphasise the importance of site safety (including traffic management) and require the Contractor to prepare, implement and manage a Site Safety Plan. The Site Safety Plan shall meet the requirements of the *Code of Practice for Temporary Traffic Management* for the specified level. In addition, the Contractor shall have the accepted Site Safety Plan on site at all times;
6. Require the Contractor, where applicable, to prepare a Contractor's Social and Environmental Management Plan (SEMP) in accordance with the Transport Agency's *Minimum Standard Z/19 - SH Environmental and Social Responsibility Standard*. The SEMP should implement the Social and Environmental Management Requirements prepared by the Consultant under Z/19;
7. Draw to the attention of the Contractor likely situations where the Contractor is required to take preventative measures to indemnify the Principal;
8. Include any conditions imposed by Consent Authorities, Statutory Bodies and property agreements made with all affected landowners and any relevant accidental discovery and Maori protocols. The Consultant shall bring all such consents, protocols and property entry conditions to the Contractor's attention, who shall be required to comply in full;
9. Require the Contractor to identify in the tender:
 - Proposed borrow and dump sites and water sources (if not arranged by the Consultant); and
 - Resource Consents which may be required because of the methodology proposed.
10. Where such sites, sources, requirements or methods are not identified in the project Social and Environmental Management requirements and/or do not have consent/authority, the Contractor shall, prior to the commencement of the works, unless otherwise agreed by the Consultant, provide the Client (via the Consultant) with copies of applications for the consents and/or permits or a proposed management plan for such activities for approval (refer Z/19);
11. Require the Contractor to comply with all the conditions of any Resource Consents obtained by the Contractor and used in connection with the Physical Works;
12. Applications for such consents need not be in the name of the Client but where they are, they shall be forwarded to the Client for the Client's approval. This approval may not necessarily be given;
13. Ensure the Contractor is responsible for the development, implementation and management of a Quality Plan in accordance with the specified TNZ/NZTA quality specification, ie Q3 or Q4. The Quality Plan must be in sufficient detail to clearly demonstrate that the Physical Works will be constructed in accordance with the contract documents. The Consultant may impose specific QA requirements if an unusual design facet requires special control. All costs associated with the above requirements shall be borne by the Contractor;
14. Include in the contract documents the required:
 - Sampling and testing of aggregate and chip stockpiles in accordance with the *Minimum Standard – Z/8 Sampling and Testing of Aggregates*;
 - Schedule of tolerances the Contractor must work within; and
 - The minimum requirements for record keeping and reporting of such records;

15. Draw the attention of the Contractor to the following requirements and the requirement that all persons undertaking work shall receive and comply with them:
 - Specific requirements of the Health and Safety in Employment Act 1992 and Conditions of Contract (NZS 3910: 2013 or NZS 3916: 2013) and *Z/5 - HSE Compliance Notice*;
 - Project Social and Environmental Management requirements and the Contractor's Social and Environmental Management Plan; and
 - Specific requirements of Transport Agency's Accidental Discovery Procedures (*Minimum Standard Z/22 – Archaeological Discovery Procedures*) or as otherwise detailed in the Scope of Services.
16. Instruct the Contractor to produce signed statements from all affected landowners releasing the Contractor from any further responsibility or liability arising from the contractor's operations affecting the property or entrance(s);
17. Ensure the Contractor is made aware of the allocated maintenance responsibilities during construction within the project length by including the Schedule of Maintenance Responsibilities and Service Level Requirements During Construction from *Maintenance Responsibilities During Construction* PSF/15, as completed and provided by the Project Manager;
18. Ensure allowance has been made for protection and relocation as necessary of services;
19. Include a copy of the relevant portions of the current project risk register;
20. Ensure the Contractor is included in the agreed risk treatment strategies with all detailed investigations, hold points etc identified, and responsibilities allocated;
21. Include a copy of the Safety in Design File
22. Clearly identify in the documents (including all schedules) all work which is of a contingency or provisional nature, together with unambiguous payment terms for any items which may be subject to changes in scope;
23. At the Client's discretion, require the Contractor to appoint a suitably qualified Environmental Manager in the contract quality plan (CQP). This person shall be the Contractor's liaison with the Regional and District Councils for all social and environmental matters and shall be responsible for environmental monitoring and ensuring compliance with the CQP and the Contractor's Social and Environmental Management Plan, applicable environmental guidelines and all resource consent conditions;
24. Require the Contractor to participate in performance assessments of both the Contractor's and, if required, the Consultant's performance during the construction phase in accordance with the Transport Agency's *Minimum Standard Z/11 - Performance Evaluation*.
25. Require the Contractor to have in place an access management plan to ensure adjacent landowners are subjected to minimum disruption during the course of the contract works. For commercial premises within the extent of contract, the documents shall outline the access management requirements agreed with the operator of the premises to ensure minimum disruption of the business. The Contractor may only alter these requirements with the specific written approval of the operator.
26. Require the Contractor to, participate in Contract Management Reviews (Review) as required and make or arrange to be made available all facilities, documentation, records

and personnel, including those of any subcontractors that are reasonably required for the Review to be undertaken. The requirement shall state the purpose of the Review, the notice that will be given, the period of the review and action to be taken on completion of the Review Report.

27. Where the agreed method of delivery for second coat seals for the project is to include the requirements in the project works, the specific technical requirements are to be agreed with the Client and included in the contract documents.

3. CONTRACT DOCUMENTATION HEADINGS

The Consultant shall utilise the relevant physical works proforma documents in the preparation of contract documentation.