

**Consultancy Agreement**  
**Schedule 1 – Contract Scope**

draft

<<This page is to be deleted prior to documents being finalised for tender.>>

## GUIDANCE NOTES

This proforma document provides the basis for the development of the contract scope for the engagement of professional services. The purpose of the proforma is to provide consistency throughout NZTA's operations. Sections should be amended to tailor to your specific project needs. Ensure all guidance notes are deleted and all text is "black" before finalising.

Once finalised, the text must be referenced in Schedule 1 of the draft Contract prior to tender release and prior to Contract execution.

Format:

- **Black:** Black text is mandatory and may not be changed without approval prior to issue by the NZTA Project Manager, who will consult with the relevant NZTA staff on all changes made.
- **Red:** Red text is used for data which requires fields to be updated or at least considered for each contract. Text can be used as is, modified or replaced. All red text adjustments must have the NZTA Project Manager's approval. Red text must be converted to Black text, prior to tender document release.
- **<<Guidance Notes>>:** Blue text with yellow highlighting are guidance notes. Guidance notes must be deleted prior to tender document release.

For any questions or assistance with preparing this template contract, contact the NZTA Procurement team.

draft

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# 1. DEFINITIONS

Further to Clause 1 of the *Contract*, the following words shall have the meanings herein assigned to them:

<p><b>“Accrual”</b></p>	<p>Means the expected level of expenditure commitment at the end of the month for each SAP work unit, whether claimed and/or approved or not, and as a minimum the expenditure the Client should expect to pay in the next two cheque runs.</p>
<p><b>“Accrual Report”</b></p>	<p>Means that report delivered in accordance with section 4.5 <i>Reporting</i></p>
<p><b>“Activity Risk File”</b></p>	<p>Means the collection of documents to be delivered in accordance with the Client’s <i>Minimum Standard Z44 - Risk Management</i>.</p>
<p><b>“Agreement for Entry”</b></p>	<p>Means “<i>Agreement for Entry onto Land</i>”, prepared by the Client’s Property Acquisition Agent for any purpose, for the legally defined land under the control of a landowner(s) and/or lessee(s) and signed and witnessed by the Client and the landowner(s) and/or lessee(s), for each piece of land affected by the project, allowing legal access without trespass for the Consultant for the purposes of the project in accordance with section 4.11.15 <i>Licence to occupy</i>.</p>
<p><b>“Archaeological site”</b></p>	<p>Is defined in the <i>Heritage New Zealand Pouhere Taonga Act 2014</i> as any place in New Zealand (including buildings, structures or shipwrecks) that was associated with pre-1900 human activity, where there is evidence relating to the history of New Zealand that can be investigated using archaeological methods.</p>
<p><b>“Benefit Cost Ratio”</b></p>	<p>Means the ratio derived by dividing the project benefits by the total cost of the project and calculated in accordance with the methodology set out in the Client’s <i>Economic Evaluation Manuals</i>.</p>
<p><b>“Benefit Cost Ratio Cut-off”</b></p>	<p>Means that Benefit Cost Ratio nominated by the Client in the <i>National Land Transport Programme</i> for the current year as the minimum allowable for a project to be included for funding in the <i>National Land Transport Programme</i>.</p>
<p><b>“Budget”</b></p>	<p>Means the total financial allocation for a particular phase of the project, including contingencies, as agreed with the Client as the target for expenditure for the phase.</p>
<p><b>“Building Consent Application”</b></p>	<p>Means an application made in accordance with clause 45 of the <i>Building Act 2004</i> to carry out any building work for any temporary or permanent moveable or immovable structure not exempted by the Third Schedule of that Act.</p>
<p><b>“Cashflow”</b></p>	<p>Means the expected cumulative lump sum expenditure, including funds expended in previous years, predicting how the budget for the project phase will be spent in the agreed timeframe. The cashflow will be provided in monthly and/or annual lump sums.</p>

<b>“Coastal Marine Consent Application”</b>	Means a resource consent application for a consent defined in Section 87(c) of the <i>Resource Management Act 1991</i> and otherwise managed in accordance with the section on Restricted Coastal Activities in that Act.
<b>“Community and Stakeholder Engagement Plan”</b>	Means a plan detailing the scope of any engagement developed in accordance with the <a href="#">State Highway Public Engagement Guidelines (2016)</a>
<b>“Consultant’s Contract Plan”</b>	Means the overarching document that encompasses the Consultant’s separate management plans in accordance with section 4.2 <i>Contract Management</i>
<b>“Consultant’s Monthly Report”</b>	Means that report delivered in accordance with section 4.5 <i>Reporting</i> .
<b>“Consultant’s Programme”</b>	Means a time-based bar chart depicting the project programme in a manner that allows the progress of the project to be monitored and delivered in accordance with the Client’s <i>Minimum Standard Z/2 - Consultants Programme</i> and the Deliverables Schedule.
<b>“Consultant’s Quality Management Plan”</b>	Means that document to be delivered in accordance with the Client’s <i>Minimum Standard Z/1 - Quality Management Plan</i> and the Deliverables Schedule.
<b>“Consultation Report”</b>	Means that report to be delivered in accordance with section 4.5 <i>Reporting</i> . A document outlining the description of community and stakeholder engagement, key issues, outcomes and how the input is being, or will be used.
<b>“Contractor’s Social and Environmental Management Plan”</b>	Means that document developed by the Contractor under the Client’s <i>Minimum Standard Z/19 Environmental and Social Responsibility Standard</i> in accordance with the Agency’s <a href="#">Guideline for preparing a Social and Environmental Management Plan</a>
<b>“Discovery Area”</b>	Means an area around the discovered material that: <ol style="list-style-type: none"> <li>1. The Project Archaeologist, Heritage NZ or identified Māori stakeholders considers has a high probability of containing archaeological sites, Koiwi or Taonga similar to those already discovered, and that warrants careful consideration; and/or</li> <li>2. The Contractor determines is necessary as a safety buffer zone separating those investigating archaeological sites or retrieving Koiwi or Taonga, 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.</li> </ol>
<b>“Ensure”</b>	Means to undertake the specified service to the required duty of care as limited only by the level(s) of service specified in the documents and taking all demonstrably practicable steps to secure the project from the introduction of unnecessary risk.

<b>“ESR Standard”</b>	Means the <a href="#">State highway Environmental &amp; Social Responsibility Standard</a>
<b>“Exception Report”</b>	Means that report to be delivered in accordance with section 4.6 <i>Financial Management</i> .
<b>“Final Construction Report”</b>	Means that report delivered in accordance with section 4.5 <i>Reporting</i> .
<b>“Formal Review”</b>	Means a formal request to the Client to alter the funding for a phase(s) of the project from that approved in the <i>National Land Transport Programme</i> for the current year and/or subsequent years.
<b>“Health and Safety Management Plan”</b>	Means that document describing how the Consultant will manage their execution of the contract services within the context of the Health and Safety at Work Act 2015.
<b>“Identified mana whenua”</b>	Means all known mana whenua with a consultation interest in the area of the works. Mana whenua are identified in the “Maori Stakeholders List”, which is included in the SRMS Consultation Project.
<b>“Koiwi”</b>	Means human skeletal remains.
<b>“National Land Transport Programme”</b>	Means the proposed programme of expenditure for the following 3 years, prepared by the Client in accordance with the <i>Land Transport Management Act 2003</i> , Clause 19.
<b>“Notice of Requirement”</b>	Means a notice given in accordance with Section 168 of the <i>Resource Management Act 1991</i> .
<b>“Project Completion Certificate”</b>	Means a form PSF/5b completed by the Client and forwarded to the Consultant
<b>“Regional Land Transport Programme”</b>	Means the proposed regional land transport programme of expenditure for the following year, prepared by the Client in accordance with the <i>Land Transport Management Act 2003</i> , Clauses 12 to 18.
<b>“Report”</b>	Means a defined deliverable the Client shall receive in writing.
<b>“Resource Consent Application”</b>	Means an application made in accordance with s.88 of the <i>Resource Management Act 1991</i> .
<b>“Risk Management”</b>	Shall be as defined in Section 2.2 of <i>AS/ISO 31000: 2009 Risk Management – Principles and guidelines</i> .
<b>“Safety in Design File”</b>	Means the collection of documents to be delivered in accordance with the Client’s <a href="#">Safety in Design for Road Projects Minimum Standard</a> .
<b>“SAP”</b>	Means the Client’s software system for the financial management of projects.

<b>“Stakeholder Relationship Management System” (SRMS)</b>	Means the Client’s consultation project management system for the management and recording of all partner and customer interactions.
<b>“Statement of Identified Maori Interests” (SIMI)</b>	Means a statement that provides information to enable an assessment of the potential impacts of the project on particular Maori interests and assists in managing relationships with those particular interests.
<b>“Taonga”</b>	Means an object that: <ol style="list-style-type: none"> <li>1. Relates to Māori culture, history, or society; and</li> <li>2. Was or appears to have been: <ol style="list-style-type: none"> <li>a. Manufactured or modified in New Zealand by Māori; or</li> <li>b. Brought into New Zealand by Māori; or</li> <li>c. Used by Māori.</li> </ol> </li> </ol>
<b>“Taonga Tuturu”</b>	Is defined in Section 2 of the <i>Protected Objects Act 1975</i> .
<b>“Urban and Landscape Design Framework”</b>	Means an illustrated report capturing the planning and physical context, landscape and urban design objectives, principles and concepts for the project. It provides a forum to capture and integrate the various elements of the project delivered in accordance with the Client’s <a href="#">Urban and Landscape Design Framework</a> .
<b>“Value of Work Report”</b>	Means that report to be delivered in accordance with Clause 4.10 <i>Financial Management</i> .
<b>“Value for Money”</b>	Means optimal selection using the Client’s allocation profile (includes the projects contribution to the New Zealand Transport Strategy Objectives in a cost-effective manner).
<b>“Work Unit”</b>	Means an individual allocation that needs to be financially managed by the Consultant. There may be one or more work units relating to any phase of a project.

## 2. Introduction

[Insert paragraphs]

<<use the Styles ribbon to format your scope paragraphs. All scope styles labelled “Scope .....

<<Guidance note: The information in this section should be included in the RFP.>>

Scope paragraph

Scope paragraph – italics

**Scope paragraph – bold**

- Scope bullets

1. Scope numbered (2)

- a) Scope numbered (1)>>

### 2.1. Objectives

[Insert paragraphs]

### 2.2. Extent

[Insert paragraphs]

### 2.3. [Other]

[Insert paragraphs]

draft

### 3. Background

This section is intended to provide the Consultant with an understanding of the current state of development of the project and the information available. <<Guidance note: text may be extracted from the Strategic Case/Point of Entry/Precedent Business Case as relevant. This should also be included in the RFP.>>

[Insert paragraphs]

#### 3.1. Project description

The Projects Works are likely to comprise the following:

- 
- 
- 
- 
- 

<<Guidance Note: Provide a brief and general description of the Project Works>>

The above list summarises work that is included in the Contract. It is provided for general information only and is not necessarily a complete list of all the requirements.

#### 3.2. Project scope and timing

[Insert paragraphs]

#### 3.3. Project risks

<<Guidance Note: This section shall be completed by the Consultant to define the risks but should take care not to allocate them to either party>>

The following risks have been identified:

RISKS	DESCRIPTION
Project risks	<ul style="list-style-type: none"><li>• Description 1</li><li>• Description 2</li></ul>
Reputational risks	
People risks	
Operational risks	

[Insert paragraphs / bullets]

#### 3.4. Review of previous work

<<Guidance note: insert further specific background information, where available, to supplement the items described below - the following headings are provided as a suggested starting point >>

The following describes the work previously completed on this project, and how it should be considered in relation to the services to be provided:

DOCUMENT	RELEVANCE
<i>SBC / PBC / SSBC etc</i>	<<describe when it was completed, the key features of the previous phases and their relevance to this contract>>
<i>Risk Assessments</i>	<<describe the extent of the assessments completed, when it was last updated, when risk workshops, if any, were held, etc.>>
<i>Survey and Geotechnical Investigations -</i>	<<describe in general the extent of investigations completed>>
<i>Environmental investigations and assessments</i>	<<describe in general the extent of assessments and investigations completed, including any assessment of sustainability rating tool or resource efficiency requirements>>
<add further items as necessary>>	

### 3.5. Environmental, social, cultural, heritage, places, landscape and sustainability

[Insert paragraphs / bullets/GIS spatial maps]

### 3.6. Land acquisition status

[Insert paragraphs / bullets]

### 3.7. Communications and stakeholder engagement

[Insert paragraphs / bullets]

### 3.8. Programming and funding

[Insert paragraphs / bullets]

### 3.9. Utilities and services

<<Guidance note: provide any information available on affected utilities and services and NZTA cost share, or relevant MOU agreements with service authorities>>

### 3.10. [Other]

[Insert paragraphs / bullets]

## 4. Contract Management

<<Guidance note: include for ALL project phases. The following is our standard contract management “specification” which can be tailored to suit your project specific needs in terms of frequency of reporting and contents of reporting etc.>>

The Consultant shall manage this Contract in accordance with the requirements of this section.

### 4.1. Project control

The Client is entitled to vary the Services for reasons which may include, but not be limited to, a change in funding levels related to the project, the failure of any viable option to meet the Client’s criteria for funding or poor performance by the Consultant in accordance with section 4.12 *Performance Assessment (Consultant)*. The Consultant shall be entitled to be paid only actual and reasonable costs incurred up to the date of notification of a reduction in scope.

The Consultant shall, within the one week of termination under clause 11.1, provide to the Client or any third party requested by the Client all Deliverables and other Intellectual Property which has been prepared by the Consultant in respect of the project, including, but not limited to, all design details, specifications, plans, software, technical handbooks, drawings or other works.

Where this Contract Scope specifies more than one “phase” of work to be included in the contract, each phase shall proceed only on the Client’s written instructions. Acceptance of tender is the Client’s approval to start the first phase. For most construction projects, the phases will comprise one or more of:

- Programme Business Case (PBC)
- Single Stage / Indicative / Detailed Business Case (SSBC/IBC/DBC).
- Pre-Implementation (Property, Consenting and Design).
- Implementation (MSQA).

Each phase of the project may be broken down, by the Client, into one or more work units in SAP. The Consultant will generally be required to manage all work units comprising the project phase.

### 4.2. Contract Plan

The Consultant shall prepare an all-encompassing Contract Plan (CP) to meet all statutory and Client requirements. The CP shall clearly demonstrate an integrated working system and strategic-level framework for the management, planning and execution of the contract.

Details shall include required information:

- Contract name, objectives and specified outcomes
- Policy statements on Health and Safety, Quality and Risk management, Community and Stakeholder Communication & Engagement, and Environmental and Social management in accordance with [Z/19](#) and demonstrate alignment to Broader Outcomes.
- Brief description of each individual management plan and of how these will integrate across each work discipline within the contract services.
- Contract team organisational structure and key personnel, particularly the champions of individual management plans, and team and discipline leaders for the Consultant, Sub-Consultants, Suppliers and Contractors as appropriate.
- Consultant and Sub Consultant work management system, including information transfer, lessons learnt migration across work streams and assurance of quality results.
- Succession-planning methodology for the Key Personnel outlined in the Information for Tenderers.



The following management plans shall form subsections of the Contract Plan:

- Quality Management Plan (QMP)
- Health and Safety Management Plan (HSMP)
- Risk Management Plan (RMP)
- Community and Stakeholder Engagement Plan (CSEMP)
- Environmental Management Plan
- Māori Engagement Plan (MEP) including Tangata Whenua Engagement

[A Traffic Control Plan \(TCP\) may also be required, to enable Consultant led works on site.](#)

#### **4.2.1. Quality Management System (QMS)**

The Consultant shall operate under a certified Quality Management System for the term of this and every other contract. Certification of the QMS shall be to the current ISO 9001 standard.

The Consultant shall require that all its nominated sub-consultants, suppliers and contractors as appropriate operate under terms consistent with the QMS, consistent with that of the Consultant.

The Consultant shall remain responsible for the performance of all its nominated sub-consultants, suppliers and contractors.

#### **4.2.2. Quality Management Plan (QMP)**

The purpose of the Consultant's Quality Management Plan (QMP) is to integrate the contract standards and special conditions with the consultant's systems to deliver the contract works.

The Consultant shall prepare, submit, implement and manage the Consultant's QMP in accordance with the *Minimum Standard Z01 - Quality Management Plan*. The Consultant's QMP shall be regularly reviewed and updated with the changes reported to the Client in each Monthly Report. Provision shall be made for reviews by independent external reviewers.

The Consultant's QMP shall be provided with the Consultant's contract plan per Schedule 2 Programme for Deliverables.

##### **4.2.2.1. Inspection and testing schedule**

<<Guidance note: Include for implementation phase only>>

The Consultant will be expected to work closely with the Contractor and thereby enable delivery and review of the agreed contract specific Inspection and Testing Schedule in accordance with [Minimum Standard Z08](#).

##### **4.2.2.2. Random verification testing**

<<Guidance note: Include for implementation phase only>>

The Consultant will be expected to deliver the agreed contract-specific RVT in accordance with [Minimum Standard Z08](#).

##### **4.2.2.3. Verification and certification**

The Consultant will be responsible for the verification of all within contract work, data preparation and delivery, and reporting, in accordance with the Contract Quality Management Plan.

<<Guidance note: Include for implementation phase only>>

The Consultant will also be responsible for certifying the contracted works of others (e.g. physical work components or parts thereof completed by the Contractor) in accordance with the contract specification and [Minimum Standards Z01 and Z08](#).

#### 4.2.2.4. Quality file

<<Guidance note: Include for implementation phase only>>

The Quality File shall be available in agreed digital format, accessible to the Consultant, Client and Contractor (where appropriate), on a secure website or “cloud” based system in real time. Quality record requirements are detailed in the QMP as per [Z01](#). At the end of the contract, the complete digital quality file record will remain with the Principal for permanent record.

#### 4.2.3. Health and Safety Management Plan (HSMP)

The purpose of the Consultant's HSMP is to foster a responsible attitude towards occupational health and safety and is committed to achieving positive and sustainable mental health and wellbeing outcomes for our people and suppliers. The Client's suppliers must demonstrate that they have a proactive, holistic wellbeing strategy that addresses the physical and mental health of its employees. This will comply with the provisions of current Health and Safety acts, legislation and regulations, the Client's Health and Safety policy, the Client's [Contractor Health and Safety Expectations](#), and associated documents.

The Te Whare Tapa Wha model developed by Tā Professor Mason Durie, in 1984 is an example of a health and wellbeing strategy that is currently used on the Client's projects. More information on Te Whare Tapa Wha can be found on the Ministry of Health website. The Five Ways to Wellbeing model, also widely used, can be found on the Mental Health Organisation website.

The Consultant shall prepare a HSMP for inclusion in the Consultant's Contract Plan per Schedule 2 Programme for Deliverables. The HSMP shall accompany the Consultant to all project sites.

The HSMP shall detail the procedures required to ensure the contract services are executed in a safe and efficient manner and shall include as a minimum those required within section 6.6 of the Client's [Contractor Health and Safety Expectations](#).

#### 4.2.4. Risk Management Plan (RMP)

The purpose of the Consultant's Risk Management Plan (RMP) is to describe how risk management within the Contract will satisfy the requirements of the Client's *Minimum Standard Z/44 Risk Management*. The RMP shall describe the practices, responsibilities, procedures, controls and reporting processes for the management of risk and to demonstrate that risk will be effectively managed. A template for an RMP is available on the Client's website, along with the *Minimum Standard Z/44*. The RMP forms part of the Consultant's Activity Risk file in accordance with section 4.4 Activity Risk File.

##### 4.2.4.1. Risk reviews

The Consultant shall oversee the preparation and attendance, during the Contract, of the Risk Reviews, including the Contract Close Out Risk Review. The Consultant should arrange for the reviews including venue, refreshments and presentation.

#### 4.2.5. Community and Stakeholder Engagement Plan (CSEMP)

The Consultant's Community and Stakeholder Engagement Management Plan (CSEMP) will describe how communications and engagement activities with partners, stakeholders and communities will be delivered in line with the Client's [Public Engagement Guidelines and Z/17 Minimum Standard for Branding and Communication](#). It will align with the MEP and other relevant technical reports (such as the Social Impact Assessment report or ISCA sustainability assessments) to ensure targeted and timely opportunities to meaningfully contribute to the development of options or refining of options as the project progresses. During Pre-Implementation phase, it will also describe how interested and affected parties will be appropriately engaged and notified of the proposal ahead of lodgement.

The CSEMP will also include detail of the project team resourcing, communications collateral, engagement tools and consultation processes required to deliver the plan, as well as the sign off and escalation process required for the Client approval of all public and media activities prior to implementation. The CSEMP shall be developed with input from the nominated the Client's

Communications and Engagement Team representative and agreed and approved prior to implementation as part of the set of Contract Management Plans. A detailed breakdown of the required content is available in Appendix I.

#### **4.2.6. Environmental Management Plan**

The purpose of the Environmental Management Plan is to deliver sustainable and good environmental and social outcomes, including delivery of relevant the Client's strategy, policy, specifications and guidance, Broader Outcomes (where appropriate), and relevant project-specific benefits, objectives, requirements and stator approvals. The plan shall describe how these will be holistically integrated within the project lifecycle (assessment and planning, design, approvals, implementation and operation/maintenance), including how appropriate handover of these will be accomplished.

The plan shall outline investigations, assessments, mitigation plans/design and management plans required and how these will be integrated within the project and deliver these requirements. A resource efficiency and waste minimisation plan (REWMP) shall be included within the Environmental management plan in accordance with [P48 and the Resource Efficiency Guideline](#).

Appropriate assurance requirements shall be outlined and include documentation, peer review, audit and approval functions and the qualifications of those undertaking those functions. The plan shall outline liaison with the Client and the Client's subject matter experts and set out approvals and departures procedures.

The plan shall be kept up to date throughout the lifecycle of the project, and include ISC management plan (associated with sustainability rating)

#### **4.2.7. Māori Engagement Plan (MEP) including tangata whenua engagement**

The purpose of a Māori Engagement Plan is to ensure respectful and meaningful engagement with Māori that ensures mutual beneficial outcomes, legislative compliance, smooth project delivery, giving effect to Te Ara Kotahi / the Client's Māori Strategy and finding ways to support the aspirations of Māori through the project. The Client takes a partnering approach when engaging with Māori to build strong, meaningful and enduring relationships to achieve mutually beneficial outcomes.

The Client has developed a Māori Engagement Framework called Hononga ki te Iwi. The framework provides guidance on how to engage with Māori and outlines the key components of a Māori Engagement Plan. The Consultant should draft the Māori engagement plan alongside Tangata Whenua Representative(s) and the Client's staff to ensure it appropriately outlines how mutually beneficial outcomes will be achieved. Resourcing and support will be required to facilitate ongoing engagement. The nature and extent of the resourcing you will require will depend on the size and scale of the project or programme.

The Māori Engagement Plan shall be provided with the Consultant's Contract Plan, per Schedule 2 Programme for Deliverables

### **4.3. Consultant's Programme**

<<Guidance note: Include the following clauses for all project phases except Implementation, as the Construction Contractor will dictate the programme>>

The Consultant shall prepare a baseline Consultant's Programme in accordance with the Client's *Minimum Standard Z/2 – Consultant's Programme* for inclusion with the Consultant's QMP. The Consultant's Programme shall be updated at least monthly and provided with each Consultant's Monthly Report and risk adjusted in accordance with the requirements of [Z/44](#).

#### **4.3.1. Management of programme**

The Consultant shall produce a Programme. The programme shall comply with the requirements of *Minimum Standard Z/2 – Consultant's Programme*. On Client approval of the draft programme, the

Consultant shall baseline the programme and advise the Client (in writing) of the date that the baseline was set. Under no circumstances shall the Consultant reset the baseline without the Client's approval.

The Consultant shall manage the programme to contract completion and provide the programme to the Clients:

- As detailed in the *Programme for Deliverables*
- With the *Monthly Report*
- At the request of the Client (as an *Additional Service*)

Adjustments to the programme beyond the Client's reasonable expectation may be considered to be a Consultant-generated time extension by the Client.

For each task where the actual progress has slipped behind the baseline the Consultant shall state in the Consultant's Monthly Report why this has occurred, what actions are being taken to recover the slippage and what the implications are to forecast dates for the provision of contract deliverables, key milestones, budgeted cashflows and the contract completion date.

#### **4.3.2. Project delivery programme**

The Client is responsible for the production of a *Project Delivery Programme*. Where the Client requests the Consultant to produce and maintain such a programme, the requirement will be reflected within *Schedule 2 Programme for Deliverables*.

It is expected that the Consultant will provide programme information as requested to assist the Client in establishing and maintaining such a programme.

#### **4.4. Activity risk file**

The *Activity Risk File* shall be submitted to the Client prior to contract completion as specified in *Schedule 2 Programme for Deliverables* and shall be in accordance with the Client's *Minimum Standard Z/44 – Risk Management*. The File shall include:

- Risk Management Plan
- Risk register
- Risk Adjusted Programme (RAP)
- Risk analysis data
- Contract Close Out Risk Report

#### **4.5. Monthly project meetings**

Involves the preparation and attendance, during the Contract, of the Consultant's Monthly Meetings.

#### **4.6. Reporting**

##### **4.6.1. General**

<<Guidance note: This section should match the reports listed under *Schedule 2 Programme for Deliverables*>>

The Consultant shall provide reports as requested in the documents. A description of the requirements of the following standard report types are specified below:

- Consultant's Monthly Report
- Accrual Report

- Accident Report <<include for Implementation phase>>
- Final Construction Report <<include for Implementation phase>>
- Activity Risk File
- Quality Report <<include Implementation phase>>
- Safety in Design File <<include for SSBC and Pre-Implementation phases>>
- H&S Performance and Assurance Reporting

In addition, the Consultant shall provide informal weekly reports to Client to ensure that a good understanding of progress, concerns, outstanding issues, programming issues and any remedial actions is maintained.

#### 4.6.2. Consultant's monthly report

A *Consultant's Monthly Report* shall be submitted within the time specified in Schedule 2 Programme for Deliverables. The Report will include:

1. A brief written report detailing the past month's progress, highlighting the key milestones, summarising the current status of the contract and its risks, and comparing it with the programme. Progress regarding each critical path activity, including key stakeholder agreements and property purchase where applicable, must be discussed in some detail;
2. Financial progress information on all phases in tabular form. This should include all years, approved allocation, current invoice, expenditure to date, and forecast total;
3. Health and Safety performance and assurance reporting: notification of incidents, actions, outcomes
4. Quality: Reporting and analysis of the month's quality performance against key performance areas as agreed with the Client project manager, and a forward look on potential quality risks.
5. Risk information as specified within section 7 of *Minimum Standard Z/44 – Risk Management*
6. A copy of the updated *Community and Stakeholder Engagement Plan* where there have been significant amendments;
7. A copy of the updated *Māori Engagement Plan* where there have been significant amendments;
8. Updated Environmental Management Plan where there have been significant amendments;
9. A copy of the updated *Consultant's Programme*;
10. A **copy** of the Consultant's monthly invoice schedule, with the Client's appropriate financial identification code(s) highlighted;

<<Guidance note: in addition to the above points 1-10, add the following for Implementation phases>>

11. The following, where Construction Contracts are running:
  - Copies of the monitoring, audit, and peer review records generated from implementation of the Contractor's Social and Environmental Management Plan (CSEMP), resource efficiency and waste minimisation plans, and environmental mitigation plans to demonstrate compliance statutory approvals and the project requirements and any corrective actions implemented or contemplated. Reports of significant environmental incidents, non-compliances with statutory approvals and regulatory authority abatement/enforcement/non-conformances (or similar). A record of documents uploaded to CS-Vue.
  - A copy of the minutes of meetings with the Construction Contractor(s);
  - A schedule of all Construction Contract and non-contract claims (e.g. service authority charges not included in contract) certified for payment;

- An update on the progress of the Māori Engagement Plan, including any instances of non-compliances and corrective or preventative action taken
  - An update on the progress of the CEMP and sustainability deliverables, including any instances of non-compliance or near misses and preventative/remedial actions taken;
  - An exception report on health and safety issues, especially non-compliance reports and copies of accident notification forms required under the Health and Safety at Work Act 2015 and Amendments; and
  - Contractor Performance Assessment Reports;
12. A brief written report detailing proposed progress for the following month;
13. The following Client/Consultant communications:
- A summary of Notices to/ from Consultant where a reply is currently outstanding; and
  - Any actions/decisions outstanding from the Client.
14. Any additional information considered pertinent by the Consultant
15. <<add further detail here as required>>

Where requested by the Client, the Consultant shall arrange a time with the Client and meet with the Client to discuss the *Consultant's Monthly Report* at the Client's office, unless agreed otherwise.

#### 4.6.3. Accrual Report

An *Accrual Report* shall be submitted within the times specified in *Schedule 2 Programme for Deliverables* and include:

- A summary of the Value of Work Reporting, by work unit, in accordance with section [4.7.3] of this specification;
- An Exception Report in accordance with section [4.7.4] of this specification; and
- A Formal Review Report(s) when and as applicable in accordance with section [4.7.4] of this specification.

#### 4.6.4. Accident Report

<<Guidance note: include for Implementation phase>>

The Consultant shall report to the Client within the timeframes set out in the Client's Contractor Expectations: Health and Safety Incident Notification, Investigation & Reporting document, or as soon as practicable, any accident that occurs within the project length during the period of any Construction Contract managed as part of the contract services. The Consultant shall also report any accident associated with the project where there is a possibility or allegation of Consultant or Contractor-initiated actions being associated with the accident.

If requested, the Consultant shall prepare, as an additional service, a detailed *Accident Report* showing photos, description of events, probable causes and other relevant comments. This report shall be provided within the timeframes set out in the Client's Contractor Expectations: Health and Safety Incident Notification, Investigation & Reporting document.

#### 4.6.5. Final Construction Report

<<Guidance note: include for Implementation phase>>

A *Final Construction Report* shall be submitted to the Client within the times specified in Schedule 2 Programme for Deliverables. The *Final Construction Report* shall include:

1. A description of the extent to which the completed project meets the stated objectives and the *National State Highway Strategy* goals and objectives;
2. A Contract Performance Report for each Construction Contractor comprising relevant PACE reports, a summary of any noteworthy features of the construction process or the completed physical works and a summary of the lessons learnt during the life of the project. The Consultant shall complete the report, allow the Contractor(s) to review and comment;
3. Certification, to the level of service specified, that the physical works were completed in accordance with the contract specifications and that all deficiencies listed in any Client inspection report were addressed prior to issue of the Maintenance Certificate;
4. A copy of the RAMM update data as delivered at Practical Completion, and then a record of any subsequent changes required to the database due to works during the Defects Notification Period;
5. A schedule of all geotechnical instrumentation installed during construction identifying status (eg: operating/decommissioned/abandoned) and location;
6. A schedule of geotechnical assets including as-built drawings in PDF format and AutoCad shape files and data files comprising design reports and maintenance requirements of the assets for their design working life.
7. A comparison for each phase completed, of the tendered value with the final invoiced value and reasons for any differences;
8. For each Construction Contract managed as part of the Services:
  - A comparison of the Design Estimate and Construction Estimate, calculated in accordance with the Client's *Cost Estimation Manual (SM014)*, against the final physical works costs as certified by the Consultant; and
  - Discussion of differences (if any) that occurred. Where appropriate the Consultant shall reference the related correspondence previously forwarded to the Client;
9. The final project Benefit Cost Ratio, showing the components. The Benefit Cost Ratio shall be based on the final Construction Contract(s) costs, all Consultant fees, land costs, and all other project costs met by the Client;
10. A final version of the *Consultant's Programme* including comments as may be necessary on observed slippage of the actual programme when compared to the baseline.
11. A close-out report on the environmental assets and permanent mitigation at the end of the project describing their location, condition, any special and ongoing requirements for management, monitoring, reporting by operations and maintenance contracts and/or property disposal.

#### 4.6.6. Activity risk file

<<This clause shall be included for all phases of the project, per the requirements set out above at clause 4.4>>.

#### 4.6.7. Quality file

<<Guidance note: this clause shall be included for the Implementation phase and meet the requirements of the QMP and clause 4.2.2(d) above>>

#### 4.6.8. Safety in design file

<<Guidance note: this clause shall be included for SSBC, and Pre-implementation>>

The *Safety in Design File* shall be submitted to the Client within the times specified in Schedule 2 Programme for Deliverables and shall be in accordance with the Client's Safety in Design for Road Projects Minimum Standard. The File may include any of the following documentation as appropriate:

- File notes
- Spreadsheets / risk registers
- Minutes of meetings
- Hazard identification drawings
- Designer's risk assessment

#### 4.6.9. H&S performance and assurance reporting

Throughout the contract the Consultant will report in line with the Client's performance and assurance reporting guidelines in section 6.8 of the [Contractor's Health and Safety Expectations](#). The Consultant must report by the 9th calendar day of the following month on the projects Health and Safety data.

The Consultant must provide Monthly H&S reporting and incident reporting via the Client's Reporting Site (IS Network / or other means specified in the contract). <<Guidance note: PM to specify how reporting is to be received. ISNetwork is predominately used by the Agency's Construction Contractors, as part of the prequalification system. There is a cost to subscribe to ISNetwork and consultants are currently not required to be prequalified.>>

## 4.7. Financial management

### 4.7.1. General

The Consultant shall be responsible for the implementation of the project within the financial parameters and budgets established by the Client. Implementation shall include, but be not limited to, managing the financial allocations established by the Client and contingency allowances for the contract and Construction Contract(s) and non-contract works managed by the Consultant.

Financial management shall include setting the *budget cashflows*, completing *Value of Work Reports* and providing *Exception Reports*, *Formal Review Requests* and updating the project data in SAP as required. Contingencies shall be calculated and managed in accordance with the requirements in the Client's [Cost Estimation Manual \(SM014\)](#).

### 4.7.2. Budget cashflows

The Consultant shall, within one week of acceptance of tender, estimate budget cashflows for the base allocation and contingency for each phase of the project included in the contract services (including physical works where applicable), as follows (with land costs detailed separately):

- Monthly for the remaining period of the current financial year; and
- Annually to 30<sup>th</sup> June for all subsequent financial years.

Contingency factors shall be determined to take account of risk of increases to the estimates at each phase and shall be applied to the cost estimates to determine the contingency allowance per phase. This contingency allowance shall generally be held in the final year (or following year) of the contract.

### 4.7.3. Value of Work (SAP) reporting

*Value of Work Reporting* shall be carried out for each SAP work unit, within the times specified in the documents, by direct entry into the Client's SAP financial reporting system (access to be provided by the Client) and shall state the value of work completed in the current month and the forecast spend for future months. This value will include, but not be limited to, the value of:

- All work claimed for payment;
- Work in progress; and
- Other commitments incurred during the month.



For each SAP work unit, the Consultant will also enter the forecast expected to be completed for each future month to the end of the current financial year and thereafter annually to June 30<sup>th</sup> for each subsequent financial year until the anticipated completion of the project.

The Consultant shall report on all costs (to the nearest \$1,000) for each SAP work unit. This will include project costs not certified by the Consultant but required to be included in the accrual, which will be notified by the Client from time to time.

The Consultant shall reconcile the actual costs (transactions) contained within SAP with the information provided by the Consultant as part of his *Value of Work Reporting* and advise the Client of any discrepancies.

#### **4.7.4. Exception report and formal review report**

Where any expenditure variation occurs, or is forecast to occur, the Consultant shall provide an Exception Report. The report shall for each SAP work unit:

1. Compare the end of year forecast with the current financial year's allocation and report on any variation from the Value of Work Reporting;
2. Compare the current month's accrual for the contract services and any Construction Contracts under the Consultant's control, with the associated monthly budget(s) as agreed with the Client, and report on any variation greater than  $\pm 5\%$ ; and
3. Explain the variation on a "by work unit" basis.

Under no circumstances shall the Consultant commit funds in excess of any approved allocation.

The Consultant shall prepare a Formal Review Report where end of year forecast is expected to differ from the allocation by  $\pm 5\%$  or  $\pm \$50,000$  or other value approved by the Client whichever is the lesser. The Consultant shall have no expectation that the project budget will necessarily be increased.

A Formal Review Report shall provide appropriate detail to support the Client's application for changes to the financial allocations for the project, in a Formal Review to Client to amend the *National Land Transport Programme*, for each project phase in the current year, and can only be authorised by the Client. The Consultant shall ensure that they are aware which SAP work units combine to form the project phase.

The Consultant shall provide documentation to support any formal allocation adjustment and this may include updated project economic evaluation documentation.

The Consultant shall maintain the currency of all appropriate fields in SAP in accordance with the Client's procedural requirements.

#### **4.7.5. Approved contract budget (Professional Services)**

The *approved contract budget* for the professional services contract shall comprise the accepted *professional services contract value* less any included Geotechnical Testing Amount, Additional Services Amount or Provisional Sums.

#### **4.7.6. Payment for Additional Services (Professional Services)**

Where there is a Consultant or Client initiated change in scope of service, the Consultant shall submit for Client approval, a *Justification For Additional Service (PSF/4a)* form. The Consultant shall obtain the [PSF/4a](#) approval from the Client in advance of any Additional Service being undertaken by the Consultant. Where the Consultant undertakes a service outside the scope of service without Client approval this shall not be deemed to be a variation to the contract.

#### **4.7.7. Approved contract budget (Physical Works)**

- [amount]

Breakdown as follows:

- [contractor] awarded price [amount]
- PW estimated escalation [amount]
- PW Contingency reserve [amount]

The *approved contract budget* for each Construction Contract managed as part of the contract services shall, as agreed with the Client, comprise the accepted *Construction Contract value* less any included contingency sum, plus the percentage works contingency allowance provided by the Client as part of the budget.

Provisional sums in the schedule should remain part of the contract value, but any provisional item or dayworks schedule that was included in the contract schedule of rates to obtain tendered prices or rates should be managed as part of the contingency.

#### **4.7.8. Variations to the approved contract budget (Physical Works)**

The Consultant **shall not** issue a variation that will exceed the approved contract budget. If additional monies are required to complete the physical works, the Consultant shall make a formal request advising the Client of:

- The value of additional monies required, and
- The specific reason(s) why the additional monies are required.

The request shall be detailed on the form [PSF/4b \(Request for Extension of Contract Budget - Physical Works\)](#) and forwarded to the Client **as soon as** the Consultant is aware that the budget **may be** over-expended.

#### **4.7.9. Reporting of Variations (Physical Works and Professional Services)**

The following variations shall be reported to the Client in the *Consultant's Monthly Report*:

- Any unscheduled item, and
- Any variation in individual scheduled quantities  $\pm 5\%$  of the original scheduled quantity.

In addition, the Consultant shall advise the Client in writing immediately of any variations for unscheduled items or changes in scheduled quantities that have a value equal to or greater than \$5,000 or such other figure as agreed with the Client.

## **4.8. General requirements**

### **4.8.1. Communications**

All written communications with the Client (including Deliverables) shall be addressed to the Project Manager and signed by the Team Leader or such other appointee listed in the Consultant's Quality Management Plan. Written communications shall be referenced with the contract name and number.

### **4.8.2. Information and security requirements**

The Consultant acknowledges that the Client has requirements for appropriate security and information management processes that equally apply to its consultants and service providers.

Delivery of services by the Consultant must align with relevant legislation and guidelines, inclusive of the Government's Protective Security Requirements (PSR), [Public Records Act 2005\(PRA\)](#), [Privacy Act 2020](#), [Crimes Act 1961](#), [Official Information Act 1982](#), [Contract and Commercial Law Act 2017](#) and any other legislation in so far as relates to the provision of Services.

The Client expects the Consultant will ensure that it and its personnel providing the Services will:

1. Consistently demonstrate principles and behaviours set out in the Client's information management and security policies, processes, procedures and supporting controls.
2. Not access the Client's information or systems except to the extent necessary to provide the Services and for no other reason.
3. Take all reasonable steps to prevent breaches of records storage, information technology systems and equipment, including:
  - a. preventing unauthorised use;
  - b. preventing unauthorised persons obtaining, or attempting to obtain access to the Services or Deliverables or any Client data/information;
  - c. using or attempting to use any Client data/information for purposes not authorised or permitted by this Contract;
  - d. taking all steps necessary to prevent the introduction, contamination and spread of any virus into computer systems, and only use equipment, software and parts which are free of viruses; and
  - e. except with the Client's written permission, not introduce into or use magnetic media, flash drives or any other form of portable data storage.
4. Provide interim and final data/information sets, created in the delivery of the service such as research, asset, customer or geo-coded data with metadata to minimum standards, appropriately structured and described, and in formats as agreed.
5. Provide immediate right of access to all data/information/records held by the Consultant, to assess compliance.
6. Ensure no unlawful disposition of any data/information/records that are in the Consultant's possession during the Contract, including:
  - a. unauthorised destruction (destruction that is contrary to the Client's authorised current disposal authority);
  - b. transfer to a third party; and
  - c. loss, damage or alteration.
7. Complete the appropriate Client induction procedures.
8. Accept there will be occasions when enhanced physical security measures are adopted in response to emergencies or a heightened threat environment, during which Consultant will be informed of their responsibilities and will promptly comply with all reasonable measures (which may include spot audit checks and searches) in such situations.
9. Before performing any obligations under this Contract, have passed all probity checks and obtained any relevant national security clearance required as necessary to provide the Services to the Client; as well as attend and complete any additional specific security training in so far as it relates to the provision of Services.
10. Notify all information and security incidents and concerns to the Client in a timely manner to facilitate a prompt response to help resolve issues and prevent or minimise any potential damage to individuals, data/information, equipment and the Client – incidents or concerns which have Health & Safety implications should follow Client's Incident Reporting procedures.
11. Without limiting any other provisions of the Contract, use all reasonable endeavours to avoid damaging or adversely affecting the Client's reputation.

12. Return all Client information and records at the end of the contract, noting that these must comply with the Client's information and record standards.
13. Return all material relating to physical and system access privileges immediately to the Client at the end of the Contract.
14. Accept that any staff who hold a national security clearance will have ongoing obligations under legislation which will survive after the end of the Contract.
15. Acknowledge the requirement to abide by the guidelines contained in the Client's official policy statements, including the Information Security Policy Statement, the Information and Data Management Policy, and guidelines for applying Protective Security Requirements.
16. Treat information provided by tangata whenua consistent with any formal agreements or understandings between the Client and iwi groups.

#### **4.8.3. Monthly meetings**

A monthly meeting shall take place between the Consultant's Representative and Client, at [Location, e.g.: the Client's office]. This meeting will have a formal agenda prepared by the Consultant, and discuss contractual and other management issues (including but not limited to health and safety management, environmental management, quality management and risk management).

#### **4.8.4. Reporting and presentation requirements**

All reports provided by the Consultant shall:

- Be proportional to the scale of the effects or issues to be addressed;
- Provide sufficient detail and information so that those interested will not have to engage in further investigation to enable them to assess the project's effects;
- Be written in plain English so that the general public can readily comprehend the proposal and its effects;
- Avoid technical abbreviations and jargon or else provide explanations to clarify the terms used;
- Include appropriate plans, illustrations and photographs;
- Follow a logical sequence and pattern; and
- Include conclusions from any appendices or accompanying addendum documents.

For all reporting, the Consultant shall provide the Client with an electronic copy.

<<Guidance note: need to consider whether there is the requirement for the Consultant to present the findings>>

Where required the Consultant shall prepare for and present investigation/report findings.

#### **4.8.5. Client involvement**

The Project Manager or delegated personnel of the Client shall be advised of and invited to attend all meetings and the like, as part of the consultation and planning process. A record of all consultation, liaison matters and meetings must be kept and promptly conveyed to the Project Manager.

#### **4.8.6. Policy and procedures**

The Consultant shall be familiar with and comply fully with all relevant requirements of the documents listed in the Client's [Register of network standards and guidelines](#) and relevant policies that may be viewed on the Client's website.

#### **4.8.7. Branding and communications**

The Consultant shall ensure that the requirements of the Client's *Minimum Standard [Z/17 - Branding and Communications](#)* and the Client's *Brand Manual* are complied with.

All communications and engagement materials must be approved by the Client's Communications and Engagement nominated team representative prior to distribution to ensure consistency of branding and key messaging.

#### **4.8.8. Media management**

All media management protocols and the hierarchy of nominated media spokespeople must be included and approved in advance by the Client as part of the project's Community and Stakeholder Engagement Plan (CSEMP). This will include specifying:

- Protocols for designated spokespeople, and a hierarchy for spokespeople if the project has multiple partners
- Sign off and approval processes
- Minimum requirements for proactive media opportunities, and
- Protocols for reactive and crisis communications.

When requested, the Consultant shall prepare for the Client's approval and action appropriate media releases in accordance with the Client's *Minimum Standard [Z/17 - Branding and Communications](#)*.

Liaison shall be undertaken with the Client's Communications and Engagement nominated team representative and Media Manager about content, timings and distribution prior to the Client's approval. A media release shall be available for proactive opportunities such as when key milestones are reached (e.g. prior to consultation periods/open days, lodgement and starting physical works, where applicable) and at such other times as required by the Client.

The Consultant **shall not use** the release for the purpose of advertising the Consultant's company or services.

All costs associated with preparing a media release for physical works shall be included in the Consultant's fee for community and stakeholder engagement activities.

All staff must be notified that all media enquiries and social media requests must be immediately referred to the Client's Communications and Engagement nominated team representative and or the Client's Media Manager for client management. The Client will appoint a key spokesperson and they or anyone nominated within the CSEMP and approved by the Client will be the only people authorised to comment to the media about the project. If the Client additionally requests that the Consultant or Contractor provides information to the media or performs a media spokesperson role they will do so.

The project will understand and follow all of the associated Client brand, printing, online and social media guidelines as outlined in [Z/17 Branding and Communications standard](#).

#### **4.8.9. Submitting the project for an award, conference paper or other advertising**

In the event of the Consultant wishing to submit the project, or any part of it, for an industry award, conference or to use for advertising their consultancy business, the Consultant shall ensure that the Client is given appropriate recognition and that the descriptive text is provided in advance so the Client may check it for accuracy.

All final content for an award or advertising must be approved by the Client's Communications and Engagement nominated team representative.

Where the consultant wishes to submit a paper to a conference or similar learned society, the Consultant shall ensure that the Client is given appropriate recognition and that the paper is provided in advance so the Client may review it prior to submission.

#### 4.8.10. Project websites (subsites)

<<Guidance note: include section if project requires a specific project subsite>>

As part of the project's CSEMP, the Consultant and/or contractor shall liaise with the Client's Communications and Engagement team representative and Channels Team for approvals and for development of the subsite and/or summary page.

Refer to the Client's [Z/17 Branding and Communications Standard](#) for assistance in setting up websites.

The contractor shall liaise with the Client's Communications and Engagement team representative and Channels Team for assistance and for development of the subsite and/or summary page on the Client's main website.

No other website or social media channels shall be developed by the contractor in relation to this project.

#### 4.8.11. Environmental, social, and cultural responsibility

The Consultant shall fulfil the environmental and social responsibility requirements in relation to sustainability and the natural, built, social and cultural environment and accordance with the Client's Environmental and Social Responsibility Policy and related operational policies, the Client's [Minimum Standard Z/19 – State Highway Environmental and Social Responsibility Standard](#) (and for avoidance of doubt, in accordance with the guidelines, templates and tools referenced therein).

In the performance of the contract (which, for the purposes of this clause, includes any associated Construction Contracts) the Client aims to foster an environmentally and socially responsible attitude on the part of the Consultant and its employees. The Consultant shall be responsible for ensuring compliance with all statutory approvals relevant to the contract services and meet all social and environmental requirements. This includes measuring baseline and reporting on initiatives to achieve relevant ISC credits.

The Consultant shall integrate a system of environmental and social management throughout the contract that extends to all contractors, sub-contractors and their employees under the control of the Consultant in the performance of the contract.

The Consultant shall ensure the project's sustainability, environmental and social responsibility requirements, as they relate to the natural, built, urban design, social and cultural environment are achieved. Requirements include relevant project-specific requirements, statutory approvals, sustainability rating tool targets, resource efficiency and waste minimisation targets, environmental mitigation plans, construction environmental management plans, specifications and the Client's [Minimum Standard Z/19 – State Highway Environmental and Social Responsibility Standard](#). The Consultant shall undertake the following actions:

- Ensure the Client's Consent Compliance Management System (CS-VUE) is kept up to date and used to manage statutory approvals, and monitor consent compliance;
- Ensure that the Contractor and all persons undertaking work in the performance of the contract comply with the relevant sustainability, environmental and social responsibility requirements;
- Ensure that the Contractor's Social and Environmental Management Plan (CSEMP) has been prepared in accordance with [Z/19 Environmental and Social Responsibility Minimum Standard](#) and [P47 Specification for Environmental, Social and Cultural Management during Construction](#) and that the plan is being implemented, kept up to date, appropriate documentation maintained, and that relevant inputs and outputs are made to other project documents and processes such as Risk Management;
- Ensure that the Contractor's environmental mitigation plans have been prepared in accordance with the sustainability, environmental and social responsibility requirements, and that these plans are being implemented, kept up to date, appropriate documentation maintained, and that relevant inputs and outputs are made to other designs, project documents and processes;

- Approve, monitor and review the implementation of the sustainability, environmental and social responsibility requirements; and
- Gather and provide data to allow the Client's assessment of Emissions Trading Scheme requirements meet at least quarterly with the Client's representatives, including environmental planning and environmental subject matter experts, to discuss the implementation of the sustainability, environmental and social responsibility requirements, any incidents, near-misses, non-compliance, and next steps through to close-out handover phase.
- Visit site to monitor and report on compliance with and progress against the sustainability, environmental and social responsibility requirements.
- The Consultant shall provide written evidence that clearly demonstrates the Contractor complies with all sustainability, environmental and social requirements by way of monthly reports and environmental management meetings, as well as uploading (or ensuring that the Contractor upload) the relevant information to CS-VUE.
- Provide a close-out report of the environmental assets and mitigation, monitoring information and asset and mitigation data, and their ongoing management or monitoring requirements.

The consultant shall implement a process for ongoing liaison with the Client's planning specialists via the Project Manager to discuss and confirm the consenting strategy, obtain approvals and manage compliance. Where Notices of Requirement are prepared, or applications are made for resource consents or other statutory approvals by the Consultant on behalf of the Client, the Notice of Requirement, resource consent or other application shall be signed by the appropriate person in the Client's Environmental Planning Team with the delegation to do so before lodging

#### **4.8.12. Landowner/Potential land impact information sheets/letters**

<<Guidance note: applicable for all contracts in the SSBC, Pre-implementation and implementation phases to cover the pre-acquisition engagement phase ahead of the formal acquisition programme beginning with LINZ accredited agents>>

When developing the recommended option or detailed design of a project that impacts private land ownership, the Consultant shall prepare in accordance with the Client's [Minimum Standard Z/17 - Branding and Communications Standard](#), engagement materials including contact letters and property impact sketches and information sheets about the Client's property acquisition process under the [Public Works Act 1981](#). Note that any information relating to the Public Works Act 1981 needs to be approved by the Client's Transport Property team. Following approval by the Client's Transport Property team, where agreed the Consultant shall resource and undertake pre-acquisition engagement meetings alongside the Client's Transport Property team and/or Property Acquisition agent ahead of the formal active acquisition programme. All costs shall be included in the Consultant's fee for the respective phase, unless otherwise specified.

#### **4.8.13. Liaison with Client's property team and property acquisition / disposal agent**

The relationship between the Consultant, the project manager, the Client's Transport Property team and their Property Acquisition / Disposal Agent is an important aspect to the project. There must be a free flow of information between the parties, so that each party has the most up-to-date information, particularly in terms of communication with landowners, project information, property compensation estimates, and land requirement plans.

Regular meetings must be held between the Client's Transport Property team, Property Acquisition / Disposal Agent, the Professional Services Consultant and the Project Manager. As a minimum requirement, these are to be held at the following key stages of each of the project phases:

##### **For the SSBC phase**

- Immediately after the Award of the Professional Services Contract;

- Following delivery of the Route Option Evaluation from the Transport Property team;
- Following completion of the Route Option Evaluation and identification of the preferred option; and
- Following delivery of the Property Strategy and/or Preliminary Land Use Plan from the Client's Transport Property team.

**For the Pre-Implementation phase:**

- Immediately after the commencement of the Design contract (including the Client's Property Management Consultant, with regard to any existing property interests);
- Prior to holding individual property owner engagement meetings, which must be held prior to public open days/announcements; and
- Prior to finalising the tender documents, to ensure all Crown commitments in terms of property (including any conditions in the Memoranda of Agreement, early disposal of surplus land, easement issues, and property availability etc).

**For the Implementation phase:**

- Prior to construction commencing (together with Contractor and Client's Transport Property team and Property Acquisition / Disposal Agent to highlight all property issues);
- Regular meetings as detailed in the Land Use Guidance Note; and
- As soon as possible during construction and after completion of the majority or all of the final boundary fencing advise the Project Manager that the legalisation survey can begin and assist with planning this work so that traffic management costs are minimised and safety of the surveyor is maximised eg carry out the survey work prior to traffic switches to live lanes.
- At Practical Completion of the physical works to identify any outstanding landowner issues, legalisation of boundaries, and potential property disposal.

Discussion may include agreeing a process for obtaining land entry agreement for investigation, Route Option Evaluation requirements and confirming Consultant access to the Client's Stakeholder Relationship Management System (SRMS). Licences to Occupy may be required to collect data to enable decisions to be made on project options.

Matters related to all Māori land should be discussed with the Client, including the Client's Transport Property team.

The Property Acquisition Agent is required to be present at all meetings between the Consultant and owners and/or occupiers, to ensure that any future [Public Works Act 1981](#) compensation negotiations are not compromised.

Any instruction that may incur property consultant fees must be made via the Project Manager prior to such work being undertaken. In addition, the Client's Transport Property team and the Project Manager must be kept apprised of all relevant and significant information that is being discussed directly with the Client's Property Acquisition Agent.

The Consultant shall ensure that the Client's Property Acquisition Agent is provided with the latest iteration of the Consultant's Programme, and the required deliverable dates for critical information as soon as they are available. The Consultant shall ensure timely delivery of required inputs to the Client's Property Acquisition Agent, to ensure that the programmed deliverable dates are achieved. The Consultant is responsible for requesting the timely update of the Property Costs from the Client's Property Acquisition Agent, via the Client's Transport Property team, to ensure the deliverable of updated Project Estimates to the Client.



#### **4.8.14. Liaison with other property agents**

Similar to the Client's Property Acquisition Agent liaison requirements, it is important that the Consultant periodically liaise with both the Client's Property Management and Disposal agents. This must be done in conjunction with the Project Manager. Any instruction that may incur property consultant fees must be made through the Project Manager prior to such work being undertaken.

#### **4.8.15. KiwiRail Deed of Grant**

The requirement for a Grant area shall be avoided where possible by design and/or land purchase. Where a grant area is required from KiwiRail for the project works this shall cover only the asset footprint. The Consultant shall prepare, in consultation with the property agent and the project manager, the documentation required and when approved by the project manager submit this to KiwiRail for processing.

#### **4.8.16. Licence to Occupy / Agreement for Entry**

All Licence to Occupy agreements required for investigation, survey, testing, inspection, or construction, shall be arranged by the Client's Property Acquisition Agent, via the Project Manager, unless otherwise directed. The Consultant is responsible for liaising with and assisting the Client's Property Acquisition Agent to gain the land entry consents in a timely manner.

The form of the Licence to Occupy / Agreement for Entry will depend on whether or not the proposed works are intrusive. Where the works are non-intrusive (e.g. ecological survey) the Client's Licence to Occupy can be used. However, if the works are in any way intrusive (e.g. geotechnical testing) then the LINZ Licence to Occupy must be used. Current versions of both documents are accessible to the Client's Property Acquisition Agent.

Note that these two forms of agreement have been developed in conjunction with the Client's Legal team to clearly define the rights and responsibilities of each party, including their obligations in relation to Health & Safety. No other forms of agreement should be used for Licences to Occupy or Agreements for Entry.

Where land entry consents are required for geotechnical testing, the Consultant shall superimpose on aerial photographs of the project site, property boundaries drawn using a computer aided design package, location of test sites and information as to the type of testing proposed. It should also include details of how the test sites will physically be accessed from the road boundary. This information shall accompany and form part of the Licence to Occupy / Agreement for Entry. A soft copy is required, and the Consultant shall provide all mapping layers CAD file converted to GIS Shapefile format, NZGD2000 / NZTM2000 Projection, Polygon Object Fill, and Meta Data filled out based on NZTA Geospatial standards and protocols document.

Prior to initiating any communication with landowners (and/or occupiers), the Consultant shall discuss on a case-by-case basis with the Client's Property Acquisition Agent, the approach to be taken.

At no stage of the project shall the Consultant discuss valuations, land exchanges or compensation matters with the landowner/occupier. It is critically important that these matters are dealt with by the Client's Property Acquisition Agent to ensure that any future [Public Works Act 1981](#) compensation negotiations are not compromised.

Any problems in obtaining a Licence to Occupy / Agreement for Entry shall be immediately reported to the Client's Transport Property team.

#### **4.8.17. Central and local Government liaison**

The Client has a firm policy of involving the relevant Regional and Territorial Local Authorities as well as relevant central government agencies such as the Department of Conservation and Heritage New Zealand Pouhere Taonga in the formulation of solutions to problems. The Consultant shall liaise with those Authorities on all relevant designation, consent and other statutory approval issues to be considered, following confirmation with the Client's Project Manager on scope and key contacts.

The Consultant shall work with the Client to give effect to all official Memorandums of Understanding between the Client and relevant central and local government organisations. In particular this refers to

national MoUs between the Client, the Department of Conservation, Heritage New Zealand Pouhere Taonga and Kāinga Ora.

#### **4.8.18. Health and safety in employment compliance**

In the performance of the contract (which, for the purposes of this clause, includes any associated Construction Contracts) the Client aims to foster a responsible attitude toward occupational health and safety on the part of the Consultant, sub-consultants and their employees. This shall extend to all contractors, sub-contractors and their employees under supervision of the Consultant in the performances of the contract.

In pursuance of this aim, the Consultant is responsible for ensuring compliance with the [Health and Safety at Work Act 2015](#) and that all persons undertaking work in the performance of the contract, comply with the Client's [Contractor Health and Safety Expectations](#). The Consultant shall ensure adequacy of and monitor the contractor's Health and Safety Management Plan.

The Consultant shall also be responsible for ensuring compliance with other related relevant legislation, regulations, codes of practice and other guidelines relating to the safety of the works arising under the contract.

All Client projects/work sites require workers to be competent in health and safety prior to entry. The Client endorses the [CHASNZ Site Access requirements](#).

Client construction projects and maintenance contracts are to comply with the requirements within this CHASNZ industry standard.

#### **4.8.19. Traffic management**

<<Guidance note: include for traffic management and state applicable level.>>

The Consultant shall determine the appropriate level of traffic management to be applied for the project work in accordance with the Code of Practice for Temporary Traffic Management.

#### **4.8.20. Risk management**

<<Guidance note: use for all phases with the exception of Implementation>>

The Consultant shall execute the contract in compliance with the requirements of the Client's [Minimum Standard Z/44 - Risk Management](#).

The [Advanced/ General Approach] shall be applied throughout the contract period in accordance with section 4.3 of [Z/44](#) for the purposes of risk analysis.

The [Advanced/ General Approach] shall be applied to define the risk contingency within each of the appropriate sections of the estimate in accordance with section 5 of [Z/44](#).

<<Guidance note: add the following clause for SSBC and Pre-Implementation contracts>>

The Consultant shall identify, analyse, evaluate and suggest possible treatments, with costs, for risks identified against the option within the SSBC and Pre-Implementation phases. Contingency recommendations in relation to the set of risks identified shall be provided as part of estimates provided in accordance with the requirements of the Client's [Minimum Standard Z/44 – Risk Management](#). The provision of risk data shall be in accordance with the requirements of [Z/44](#).

<<Guidance note: add the following clause for Implementation contracts>>

The Consultant is responsible for the delivery of the risk management for the Implementation phase to comply with the requirements of the Client's [Minimum Standard Z/44 – Risk Management](#). The Consultant shall liaise with the Contractor as required to ensure full compliance with [Z/44](#).

#### 4.8.21. Safety in design

<<Guidance note: include this section for SSBC and pre-implementation and specimen pre-implementation phases. Consideration needs to be given to the complexity of the project, as this may require additional and more complex requirements from the default below>>

The Consultant shall comply with the requirements of the Client's Minimum Standard Safety in Design for Road Projects.

The Consultant shall undertake a Safety in Design Workshop at concept design stage and provide a safety in design file to the Client at the end of the phase. << Guidance note: use this clause if SSBC phase>>

The Consultant shall undertake a Safety in Design Workshop at [50%] detailed design stage and provide a safety in design file to the Client at the end of the phase. <<Guidance note: use this clause if pre-implementation phase>>

#### 4.8.22. Maintenance in design

<< Guidance note: include this section for SSBC and pre-implementation and specimen pre-implementation phases. Consideration needs to be given to the complexity of the project, as this may require additional and more complex requirements from the default below>>

The Consultant shall undertake Maintenance in Design reviews to ensure the design takes the ongoing operations and maintainability into consideration so that the design offers optimal life-cycle cost to the Client, does not require the future operator to perform unnecessary and costly maintenance measures or inhibit inefficient operational activities. The review should seek to improve and/or optimise the proposed design where practicable to more efficiently, effectively and safely undertake operations and maintenance activities.

The Consultant shall undertake a Maintenance in Design Workshop at concept design stage and provide a maintenance in design file to the Client at the end of the phase. The Consultant shall undertake a Maintenance in Design Workshop at [50%] detailed design stage and provide a maintenance in design file to the Client at the end of the phase.

#### 4.8.23. Cost estimation

Cost estimates shall be prepared and reported in accordance with the Client's *Cost Estimation Manual* (SM014). <<Guidance note: this clause should be used for all project phases>>

#### 4.8.24. Project economic analysis

All Benefit Cost Ratio analyses and reporting will be carried out in accordance with the Client's *Monetised benefits and costs manual*.

Contingency allowances, as specified in the Client's Cost Estimation Manual (SM014), shall be added to the project cost estimate to give the total project cost to be used for the calculation of the BCR and for seeking funding allocations.

#### 4.8.25. Funding applications

<<Guidance note: On completion of the respective Business Case phase the final element of each report should contain sufficient scope and funding information to form a funding application for the subsequent phase. Therefore, it is not expected that Consultant support would be required for progressing a funding application for the next phase and this section should therefore ONLY be used by exception.>>

The Consultant shall support the Client in progressing a funding application for the subsequent phase. This will include <<delete as appropriate>>:

- Preparation of Decision Making Papers;
- Attendance at Decision making meetings

- Updating project data in SAP and TIO

Payment will be made as an Additional Service.

#### 4.8.26. Project approvals

<<Guidance note: for SSBC and PI phases only. PM needs to confirm scope required – number of meetings etc based on contract deliverables.>>

Where required by the Client, the Consultant shall assist the Client or its auditors in obtaining assurance or approvals.

This could include attending [x no.] meetings with the Client's relevant Technical Teams or auditors to:

- Agree scope of project;
- Confirm quality of analysis;
- Identify and request deviation from the Client's design standards or consideration of major issues;
- Agree the preferred option, including any options features, tested against the Strategic Case, to confirm fitness for purpose;
- Review/audit the economic analysis and supporting transport modelling
- Agree the proposed Consenting Strategy
- Agree the proposed Property Strategy and Land Use Plan;
- Agree the preferred procurement strategy and project timeline contingencies, and final project cost;
- Agree critical and high risks, their ownership, identification, analysis, evaluation and proposed or live treatments;
- Possibilities for innovation; and
- Other issues requiring to be discussed.

#### 4.8.27. Archaeological discovery procedures

<<Guidance note: P45 contains the minimum standard with regards to archaeological discovery procedures. It is used for Projects where an archaeologist has advised there is a low risk of archaeological discovery. Where impacts to archaeology are possible or known and authority from Heritage New Zealand Pouhere Taonga is required, irrespective of whether the sites are recorded or not. When an archaeological authority has been issued under the HNZPTA (2014) this will supersede the requirement for an accidental discovery protocol except in areas not covered by the archaeological authority.>>

<<Guidance note: Project specific accidental discovery procedures may be further defined in one or more of the following documents. However, conditions for accidental discovery under the RMA should not duplicate the process and protocols for recording and investigating sites accidentally found as these are regulated under the Heritage New Zealand Pouhere Taonga Act (HNZPTA) (2014). Include or delete the following.>>

The Consultant shall ensure that the Client's Archaeological Discovery Procedures are met in accordance with:

- Client's [Minimum Standard P/45 - Archaeological Discovery Procedures](#)
- Any authority granted by Heritage New Zealand Pouhere Taonga (HNZPT) pertaining to the project; and
- An MoU or agreement between the Client and Māori partners
- Any confirmed designation or resource consent pertaining to the project; or

- Any relevant regional accidental discovery protocol adopted by the Client, HNZPT and relevant iwi <<Guidance note: A separate statement should reflect how tikanga Māori protocols agreed with tangata whenua will be observed if taonga, taonga tuturu (objects of significance to Māori as defined in *Section 2 of the Protected Objects Act 1975*) and kōiwi tangata (human remains) are found>>
- Heritage New Zealand's Guidelines for discovery of kōiwi tangata (human remains) (2014)
- [Other].

Special Note: In the Christchurch / West Coast regions, the Client's *Archaeological Discovery Procedures (Minimum Standard P45)* should be replaced with the Client's *ADP (2003) Canterbury/West Coast (Māori Discoveries)* between the Client, HNZPT and Te Runanga o Ngāi Tahu.>>

#### 4.8.28. Network Outcomes Contractor liaison

<<Guidance note: include this clause for Implementation phase>>

The Consultant shall liaise with the Network Outcomes Contractor on a regular basis (at least monthly) to advise the Network Outcomes Contractor of items such as:

- The progress of the project;
- Contact names and telephone numbers;
- Dates that field investigations including surveys will be undertaken;
- Updates or notification of any risks facing the project that may impact on maintenance or operations
- Details of physical works construction in accordance with the requirements of the *Implementation* section; and
- Provision of copies of relevant reports, documents and drawings as required by the contract.

#### 4.8.29. Technical services team / Structures management consultant liaison

<<Guidance note: consult with the regional Manager Systems Management to determine the appropriate division of review tasks between the Client's Technical Services Team and the regional Structures Management Consultant for the project>>

The Consultant shall liaise with the regional Technical Services Team and Structures Management Consultant on a regular basis (at least monthly) to advise the Technical Services Team and Structures Management Consultant of items such as:

- The progress of the project;
- The programme for technical approval documentation review;
- Dates that Safety in Design workshops shall be undertaken for the Structures Management Consultant to attend; and;
- Provision of copies of relevant reports, documents and drawings for technical approval
- Schedule of installed geotechnical instrumentation with summary of readings since last meeting and cumulative results
- Schedule of geotechnical assets constructed with their location and form in PDF and shape file format with associated maintenance requirements for their design working life
- Contact details, names and telephone numbers.

The Consultant shall allow a minimum of (10) working days for the review of technical approvals documentation by the Technical Services Team / Structures Management Consultant.

#### 4.8.30. Environmental, urban design and sustainability teams

The Consultant shall liaise with the Client's appointed Environmental and Sustainability project lead together with the Client's Environmental Planning lead (consents and approvals) on a regular basis (at least quarterly) to advise of items such as:

- The progress of the project on environmental, urban design and sustainability outcomes;
- The programme for environmental and sustainability approvals and documentation review;
- Dates for workshops for subject matter experts to attend; and;
- Provision of copies of relevant reports, documents and drawings for technical approval/review
- Contact details, names and telephone numbers.

The Consultant shall provide a minimum of 20 working days advance notice and allow a minimum of (10) working days for the review of technical documentation by the Client's subject matter experts. All technical documentation shall be peer reviewed and quality assurance and quality control measures undertaken prior to submission for approval by the Client. Quality assurance and quality control measures shall be commensurate with the level of completion of the deliverables.

Where departures are sought from the Client's Environmental and Social Responsibility Policy and related operational policy, specifications, or [Z/19 Environmental and Social Responsibility](#) Minimum Standard these shall be submitted in writing to the Client's Lead Advisor Environment for approval a minimum of fifteen working days before the departure is required.

#### 4.8.31. Emergency closure of State Highway

<<Guidance note: include this clause for Implementation phase>>

In the event of an emergency closing of the state highway at a project site due to unforeseen circumstances (eg dropout, slip, major vehicle crash, etc), the Consultant and/or the contractor shall:

1. Take immediate action to ensure the safety of motorists and the Consultant's/ Contractor's staff; and
2. Notify the relevant Network Outcomes Contractor urgently. The Network Outcomes Contractor will be responsible for actioning the appropriate Emergency Manual procedures and providing the closure information to the Traffic Operations Centre in accordance with the [State highway control manual \(SM012\)](#).

Specific roles and responsibilities in relation to the emergency closure of State highway should be agreed and articulated in [PSF/15](#).

#### 4.8.32. Second coat sealing

<<Guidance note: only include for Implementation phase>>

Any second coat sealing required as a result of the works is included in the scope of the project. The Consultant shall allow for the second coat sealing costs to be included in the project estimates and for second coat sealing to be included in the project programme.

The Consultant will agree with the Client the method of delivery and the specific technical and performance requirements of any second coat seals required for the project works.

#### 4.8.33. Project completion certification

The Client shall issue to the Consultant a [Project Completion Certificate \(PSF/5b\)](#) on the satisfactory supply of all deliverables. The issue of the Certificate does not release the Consultant from responsibility to indemnify the Client for the period specified in the documents. Physical works need to be progressively closed out to ensure a smooth project completion.

## 4.9. Performance assessment (Consultant)

### 4.9.1. Levels and objectives

Two levels of performance assessment will be applicable to this contract:

- Performance Evaluations – regular and routine evaluations undertaken using the Performance Assessment by Coordinated Evaluations (PACE) method, in accordance with the Client’s *Minimum Standard Z/11 - Performance Evaluation*; and
- Contract Management Reviews (CMRs) utilising procedures developed by the Client with, or without, assistance from resources external to the Client.

The objectives of performance assessments are to:

1. Ensure the Consultant’s management approach is in accordance with the Client’s policies, procedures, standards, guidelines and the contract;
2. Provide evidence that the project is being developed to the levels of service and standards required in a cost-effective manner;
3. Enable the Client to take part in and provide direction to the management of the project;
4. Enable the Client and Consultant to take steps outside the immediate contract to resolve any issues that might be influencing performance; and
5. Enable the Client and Consultant to have a current view of performance during the project, and arrive at a track record mark on completion of each phase.

### 4.9.2. Performance evaluations

The Project Manager will carry out performance evaluations of the Consultant in accordance with the procedures in *Minimum Standard Z/11- Performance Evaluation*. Once the contract for physical works has been awarded, the Contractor will be asked to provide input to the performance assessment of the Consultant when this has been indicated in the contract scope. The performance assessment is to be completed interactively and will be completed at the intervals specified in the Client’s *Minimum Standard Z/11 - Performance Evaluation*.

The completed performance assessment will be recorded and signed by the Project Manager and Team Leader on form *PSF/9a*. The data from these performance assessments will be collected and used as input for the Consultant’s Track Record assessments in future tender evaluations.

Where the evaluation indicates a “Below Average” or “Unacceptable” overall rating, the following will result:

DEFECT	RESPONSE
First Below Average Overall Rating	Corrective action by the Consultant.
Second Below Average Overall Rating	Contract Management Review.
Third Below Average Overall Rating	Immediate review of contract with Project Manager.
First Unacceptable Overall Rating	Contract Management Review.
Second Unacceptable Overall Rating	Immediate review of contract with Project Manager.

The *Performance Evaluation* will be founded on the overall ability of the Consultant to deliver and manage the project in accordance with the Client's policies, procedures, standards, guidelines and the contract.

The criteria in support of this overall requirement will include:

- Quality.
- Efficiency.
- Budget.
- Effectiveness.
- Timing.
- Safety.

#### **4.9.3. Contract Management Review**

A *Contract Management Review (CMR)* of the contract will be undertaken at the direction of the Project Manager as a consequence of either:

1. The Consultant's performance not meeting specified requirements;
2. At the mutual agreement of the Consultant/Project Manager; or
3. Due to random selection through national objectives. This is likely to be at least once during the project life.

The purpose of the *CMR* is to monitor the Consultant's ability to deliver the specified services. The Client has developed procedures for the *CMR*.

The *CMR* will be undertaken over a two-day period in the Consultant's offices. Two weeks' notice of the review will be given. The Consultant shall provide a working space and make available the required personnel and documentation to complete the *CMR*.

A *CMR Report* will be provided to the Consultant on completion of the *CMR*. The findings of the report will be used to develop a *Project Improvement Plan*. This document will be used to monitor the Consultant's ability to deliver the services.

The results of the Review will be included in the *Performance Evaluation* as follows:

1. The outcome of the Review (including the team's overall comments, any non-conformances or recommendations made), will be included in the assessment of quality; and
2. The delivery dates set out in the *Improvement Plan* will be included in the assessment of timing.

#### **4.9.4. Evaluation of contractor**

The Contractor's performance assessment is to be completed by the Project Manager and Consultant monthly in accordance with the procedures in the Client's *Minimum Standard Z/11 - Performance Evaluation*. The Consultant will ensure that the Project Manager is given the opportunity to participate to meet the requirements of Z/11.

The completed performance assessment will be recorded and signed by the Project Manager, Team Leader and the Contractor on form *PSF/9b* and then forwarded to the Client in the monthly report. The data from these performance assessments will be collected and used as input for the Contractor's Track Record assessments in future tender evaluations.

<<Guidance note: the following "technical" requirements need to be considered when preparing your scope for the project phases (note the table provides defaults). You will need to review this against the relevant technical requirements tables on the Highways Information Portal when preparing the scope of your technical requirements for each project phase. The table should be deleted prior to issue.>>



Technical Component	Project Phase			
	PBC	SSBC	PI	I
Community and Stakeholder Engagement				
Māori Engagement				
Quality				
Cost Estimation				
Data (Survey / Traffic)				
Design				
Environment, Sustainability & Social				
Geotechnical				
Planning				
Property				
Safety Audit				
Safety in Design				
Multi-modal				
Urban and landscape design				

## 5. Programme Business Case Phase

<<Guidance note: Include for PBC. This section comprises all standard components of the programme business case phase. However, the Project Manager should amend the scope to reflect:

- The outline scope as set out in the approved Part B of the Strategic Case;
- Any conditions of funding;
- The relative risk associated with the planning exercise;
- The result of any further scoping discussions held amongst the project team, Network Outcomes teams and key stakeholders.

The Project Manager should consider the *Guide to Programme Business Cases* available on the Highways Information Portal and prepare this Contract Scope to reflect the recommended approach but amended to address the specific risks and focus areas of this particular Programme.

The purpose of the PBC phase is to:

- Further explore the evidence base to confirm (or otherwise) that the problems or opportunities identified in the strategic case are correct through appropriate data collection and analysis, and will identify potential risks, dependencies and constraints;
- Develop the problems and benefits into SMART (specific, measurable, attributable, relevant and timed) objectives with a direct line-of-sight to the strategic case;
- Identify and confirm whether the network is fully optimised at present, before any new or improvements are considered;
- Identify a broad range of potential alternatives that give effect to the objectives. This should include activities from the broad spectrum of the NZTA's intervention hierarchy;
- Combine potential alternatives into a variety of possible programmes (long-list) that will give effect to the objectives and the problems as set out in the strategic case;
- Assess the possible programmes utilising the NZTA's Multi-Criteria Assessment Framework for Programme Business Cases as a starting point. This includes:
  - Determining time frames, potential indicative benefit realisation returns, costs, risks and dis-benefits;
  - Confirms strategic fit and determines effectiveness and anticipated efficiency rating.
- Recommend a preferred programme of works and a preferred way forward for further development of the investment proposal;
- Identify phasing of activities that will support the programme outcomes; and
- Set out an agreed project and funding plan for the next phases of the business case for approval.>>

The Consultant shall carry out the Programme Business Case phase in a manner which is consistent with the [Guide to Programme Business Cases for Transport Investment](#) found on the Highways Information Portal and in accordance with the requirements specified in the Business Case template, except where modified by this section.

Whilst the development should be a collaborative effort between the Consultant, Client and key stakeholders, the Consultant will be responsible for the overall compilation and delivery of the Programme Business Case report, in accordance with the [business case template on the Highways Information Portal](#).

## 5.1. Confirmed Strategic Case

<<Guidance note: This element of the PBC should be provided and confirmed by the Client. The Consultant is expected to ONLY adapt the style and language of the Strategic Case to be consistent with that of the PBC.

[Insert paragraphs / bullets / reference to document]

## 5.2. Problems/Opportunities and investment objectives

<<Guidance note: need to provide an indication on the scale and breadth of effort expected in developing an understanding of the Problems and Opportunities and consequentially developing the strategic case statement of problems and benefits into a small number of clearly defined SMART Investment Objectives.

Things to consider include (but are not limited to):

- the extent to which you require modelling undertaken;
- how broad a range of problems do you want explored?
- What level of stakeholder and community engagement is appropriate to facilitate the identification of problems and opportunities?>>

[Insert paragraphs / bullets]

## 5.3. Develop and assess a list of alternatives and options

<<Guidance note: need to be explicit in setting the expectation that the widest range of alternatives and options needs to be considered by the Consultant. provide an indication on the number of options anticipated>>

It is essential for the Consultant to develop alternatives and options that reflect the full range available and that seek to meet the business case's defined investment objectives, not just immediate manifestations of problems.

By way of definition 'alternatives' refer to types of activities such as improvements or optimizations to highways, local roads, public transport, walking and cycling improvements, land use measures, travel demand management that are other means of achieving the same programme objectives.

Options refer to different activities within an alternative. For example, for the highway improvement alternative, options might include building a passing lane, building a truck only lane, widening a road to four lanes or building a dual carriageway with a central barrier.

The Consultant should explain how they propose to undertake alternative/option generation and any sifting necessary to reduce the number of options and their combinations to manageable levels in a logical, transparent and therefore auditable manner, as specified in the [Early Assessment Sifting Tool \(EAST\)](#).

On identifying a short list of feasible alternatives and options the Consultant is required to test each alternative against the investment objectives and key criteria.

This assessment should involve a qualitative assessment with appropriate effort focused towards alternatives and options which merit more detailed development through the single stage business case phase and eliminate options which are unlikely to meet the investment objectives, alleviate problems or realise opportunities identified in the strategic case.

The assessment of alternatives and options in the PBC should concentrate on the following areas:

- An initial assessment of the likely impact against investment objectives;
- An initial assessment of the likely impact of alternatives/options against BROAD criteria associated with the feasibility, affordability and likely public acceptability of alternatives/options; and

- An initial assessment of the likely impact of alternatives/options against:
  - Environmental and social;
  - Safety; and
  - Economic.

At this stage in the PBC consultants must produce an indicative assessment of the scope and scale of the benefits and impacts associated with an alternative/option for each area noted above.

In assessing alternatives, the [Programme Business Case Alternatives Assessment template](#) should be utilised to provide a succinct, plain English, assessment of alternatives.

## 5.4. Programme development and assessment

The Consultant shall investigate the possibility of packaging alternatives and options in order to achieve the desired outcomes. It is likely that no one alternative or option measure on its own will provide a solution to the problems within a study area. Packaging measures effectively can:

- Reinforce, extend or complement the impact of a particular measure;
- Mitigate potential adverse impacts of a particular measure; and
- Increase public acceptability of a particular measure.

It is important to recognise cumulative impacts which may arise from the packaging of measures. This should be accounted for fully during analysis.

The remaining alternatives and options should be assessed in the form of programmes. This is not a detailed evaluation of the alternatives and options but a broad brush evaluation using a high level assessment.

The assessment should include:

- Broad contribution to addressing the identified investment objectives;
- An assessment of broad benefit range;
- An assessment of broad dis-benefit range;
- An assessment of broad investment and operational cost range;
- An assessment of risks;
- An assessment of the programme profile and benefit cost ratio range;
- A likely phasing and implementation time frame;
- An overall ranking of each programme;
- An initial Monitoring and Evaluation Plan; and
- A recommended programme or programmes for consideration.

Key environmental and social impacts should be considered at a high level in these programmes. The consultant should refer to the Client's *Minimum Standard Z/19 - State highway environmental & social responsibility standard*.

The Consultant shall provide an overview of the overall recommended programme of work. This involves identifying and describing:

- The work that is needed with broad timelines including all that is able to be determined at this stage;
- The level of outcomes that will be achieved; and

- The investment risk.

This is a high level overview and is not expected to be a detailed definition of the programme.

In providing a recommended programme the Consultant shall separately identify:

- The essential elements that must be successfully delivered;
- The desirable requirements that would add value and bring about additional benefits but are not essential to successful delivery;
- The optional requirements i.e. those things that might be delivered if sufficient budget were to be available; and
- The elements that are specifically excluded from the programme (to prevent scope creep).

The Consultant shall ensure that the programme identifies key implementation activities by time (or any other trigger such as growth thresholds) to deliver the desired outcomes. Where there are complementary activities such as other interventions (examples include local road construction, other mode improvements, land use and other) these should be identified and their monitoring specified.

## 5.5. Technical requirements

The Consultant shall carry out the technical requirements in accordance with the table found on the *Technical Requirements* section on the *Programme Business Case* of the Highways Information Portal, [except where modified below](#). <<Guidance note: list any exceptions here to the “tasks” listed under the table on the HIP>>

## 5.6. [Other]

[Insert paragraphs / bullets]

## 6. Single Stage Business Case Phase

The Consultant shall carry out the SSBC phase in accordance with the requirements as specified in the Business Case template and guidance on the [Highways Information Portal](#), except where modified below.

As noted above, the delivery of SSBC will be staged as follows:

### Stage 1:

- Strategic Case (including background, problems, benefits, evidence gathering, objectives, opportunities, constraints, and strategic outcomes);
- Alternative and Option Development (including identification of the recommended option for Stage 2 development, and community and stakeholder engagement feedback);
- Traffic modelling and analysis to support evidence gathering and option development.

### Stage 2:

- Recommended Option Development and Assessment (which is likely to include economic, financial and management cases, environmental and social responsibility screen, preliminary geotechnical appraisal, safety in design workshops / reviews, implementation strategies and post monitoring and lessons learnt); and
- Final SSBC report (documenting the work undertaken in Stages 1 and 2).

### 6.1. General requirements

The Business Case Approach is the basis for activity and programme development for investment from the National Land Transport Fund.

The approach supports planning and investing for outcomes, ensures early collaboration between stakeholders and the development of a robust, evidence-based investment case. It is a principles-based approach that clearly links strategy to outcomes, and defines problems and their consequences thoroughly before solutions are considered. This principles-based approach ensures a shared view of problems and benefits early in the transport planning process without requiring that the work has to be done in a particular way.

A key aspect of the Business Case Approach is that a case for investment is built progressively with decision points along the way that determine whether the investment is worthwhile in relation to the desired outcome.

A SSBC is a fit-for-purpose approach that merges option identification and detailed analysis in one phase of the Business Case approach. It is effectively a combined indicative and detailed business case, and the acceptance criteria for both of these phases generally applying.

In general, the SSBC should tell a compelling investment story. At its completion, it should have:

- Reviewed and confirmed the strategic assessment and strategic context;
- Evaluated a range of options to identify a preferred option that represents value for money;
- Provided evidence that the preferred option is the best way to respond to the Problem and deliver the expected benefits;
- Identified the costs, risks and benefits of the preferred option, including details of the financial, commercial and management aspects of the activity; and
- Identified measures for monitoring the performance of the investment.

There are three core elements to a SSBC:

1. The Strategic Case;

2. Option Development/Recommended Project Option; and
3. Delivering and Monitoring the Programme.

It is expected that these three core parts will cover the following activities/actions at a minimum:

- Document the problems currently facing the transport;
- Document the objectives of the investment;
- Detail each of the long list of options, ensuring a wide range of options have been considered as well as identifying the risks and dis-benefits associated with each option/solution;
- Show that the options optimise value for money;
- Identify and soundly justify why the short-listed options were selected and demonstrate how this short list of options align to other elements of the programme within the PBC as well as within the overall case for change;
- Involve key stakeholders at all stages of this phase to ensure all aspects and concerns are acknowledged and documented for future reference;
- Develop the recommended option(s) through detailed whole of life analysis of costs, benefits, intangible benefits, risks and uncertainties;
- Demonstrate that the preferred option is deliverable;
- Confirm the economic efficiency rating and prepares delivery, consenting and property strategies where necessary;
- Establishes risk allocation, payment mechanisms and contracts;
- Confirms affordability and funding;
- Puts in place plans for successful delivery – project, change, benefits, risk management and post project evaluation; and
- Demonstrates that the Client is ready and able to implement the activity.

## 6.2. Check-in points

There will be two formal hold points for the SSBC (the Agency's Project Manager may require further hold points).

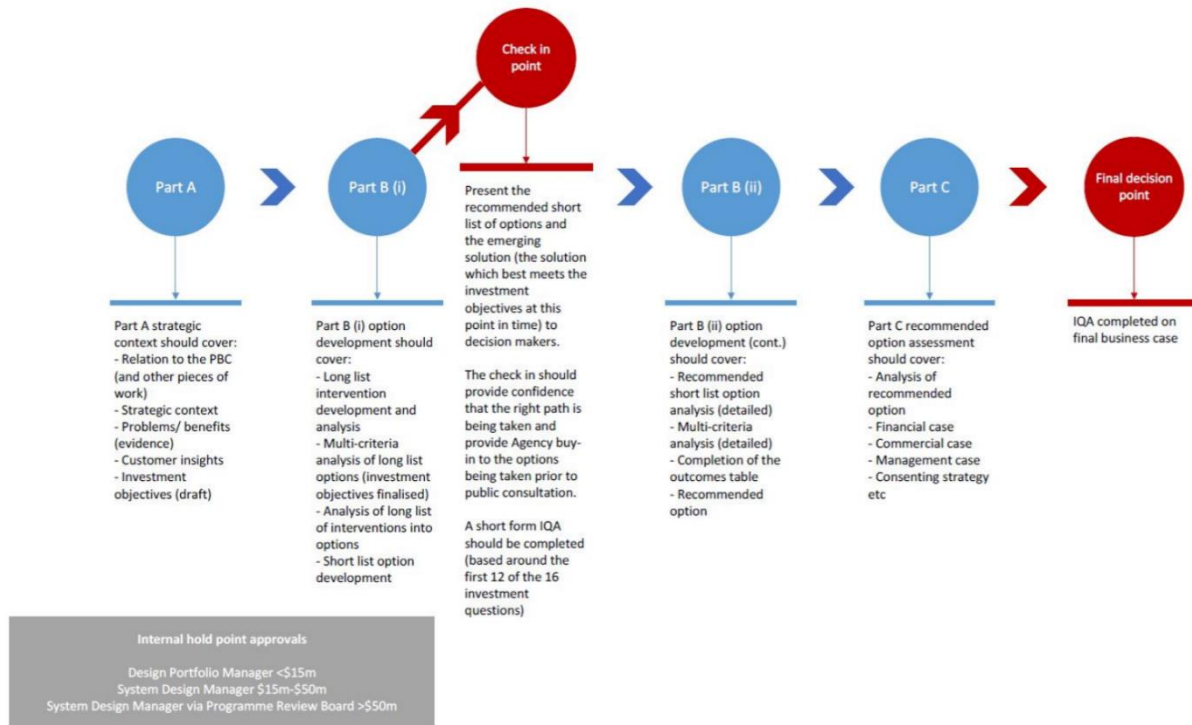
### 6.2.1. Hold Point – Evidence Base Confirmation

There will be an early hold point held following completion of the problem and benefit statement and investment objectives "phase" (or Part A as described below). The purpose of this hold point is to assess the evidence base supporting the problems before completing the rest of Part A as described below. The timing and design of the hold point will be at the discretion of the Client's Project Manager.

### 6.2.2. Check in Point – SSBC Stage 1

There will be a formal Check in Point held following the completion of Part Bii (as described below) to enable an IQA on the first "12 of the 16 investment questions" to be undertaken. This Check in Point will provide assurance the business case is on the right track, the quality meets standards, and there is wider organisational buy in to the short listed options prior to public consultation. This Check in Point should take between 2 to 4 weeks to complete.

For avoidance of doubt, a final IQA will be undertaken at the completion of the SSBC, and prior to seeking final approvals from the Client.



[Insert paragraphs / bullets]

### 6.3. SSBC Stage 1 - Strategic case

Working collaboratively with the Client and building on the earlier PBC, the strategic context and case for change needs to be re-confirmed as part of the first section of the SSBC. The Consultant is expected to examine/update/assess the existing problem statements against the supporting evidence base (this process will be assessed as part of Hold Point 1). The Consultant is also expected to develop SMART investment objectives as well as to make use of customer insight processes.

As noted above, a key aspect of this SSBC will be the collection of robust evidence to support the agreed problem statements. Examples of potential evidence sources includes:

- Bluetooth data;
- Mobility data;
- TomTom data;
- TMS data;
- SCATS data;
- CAS data;
- Customer surveys; and
- Existing traffic models.



## 6.4. SSBC Stage 1 – Alternative and option development

### 6.4.1. Long list interventions/option development and analysis

A full range of inventions/options that are available to meet the agreed SMART investment objectives, and to address the agreed problems, are expected to be developed/analysed as part of the long listing process.

The long list of interventions/options are then expected to be tested and prioritised against assessment criteria that are to be agreed with the Client. The objective of this process is develop a short list that is to be taken forward for further development/analysis. Typically, this process would involve a [multi-criteria assessment process](#).

The reader of the business case will need to be very clear as to on how the short list of interventions/was arrived at. Therefore, it will be important that the process of option generation, development and analysis and then short listing is well documented / communicated.

The Consultant should explain how they will undertake option generation and any sifting necessary to reduce the number of options and their combinations to manageable levels in a logical, transparent and therefore auditable manner.

This assessment should involve a quantitative assessment with appropriate effort focused on identifying a short-list of options that are to be subjected to more detailed development and assessment.

In assessing options, the [Indicative Business Case Assessment](#) template could be utilised to guide expectations.

### 6.4.2. Short list interventions/options

Following development of the short list of interventions/options, it is expected that a detailed multi-criteria analysis will be undertaken. The assessment criteria should be agreed with the Client in the first instance and is expected to involve a mixture of qualitative and quantitative criteria. To this end, the [Client's guidance on using multi-criteria analysis](#) may be of assistance:

The assessment should include:

- Broad contribution to addressing the identified SMART investment objectives;
- An assessment of broad benefit range;
- An assessment of broad dis-benefit range;
- An assessment of broad investment and operational cost range;
- An assessment of risks;
- An assessment of the programme profile and benefit cost ratio range;
- A likely phasing and implementation time frame, and
- An overall ranking of each option.

Key environmental and social impacts should be considered at a high level in these programmes. The Consultant shall use the Environmental and Social Responsibility Screen to inform the assessment of shortlisted options. The results of the Environmental and Responsibility Screen shall be used to complete the Indicative Business Case summary table.

Development/analysis of the short list will be aided by making use of the existing transport modelling suite (e.g. Strategic and Saturn models). In addition, the Consultant is also expected to build, test and validate an appropriate micro-simulation model for the **project specific** corridors for the purposes of option development. The Consultant's methodology for development of such a model is expected to align with the Client's [Transport Model Development Guidelines](#).

Following the short-list assessment, a recommended option(s) is expected to be identified. The rationale for then recommending the recommended option(s) must be clear and defensible. Sufficient evidence for its confirmation should be provided along with a clear audit-trail for decision-makers to check the assumptions, evidence and calculations leading to the decision. Stakeholders and decisions-makers should have assurance that the additional analysis and the process are robust.

#### **6.4.3. General option development assessment**

The assessment of the recommended preferred option identifies all the significant impacts of the option, and the resulting value for money, to fulfil the Client's requirements for appraisal and demonstrating value for money in the use of public money.

In line with the Client's appraisal requirements, the impacts considered are not limited to those directly impacting on the measured economy, nor to those which can be monetised. The economic, environmental, social and distributional impacts of an option are all examined.

The Client will ask what economic, environmental, social and distributional impacts a proposal is expected to have, and whether these have been estimated in line with the current best practice and Client guidance.

The Consultant shall undertake more detailed assessment and summarise the performance of the option(s) against three key criteria:

- Outcomes;
- Risks; and
- Value for Money.

In making this assessment the consultant should consider the following questions.

- How will the recommended option meet the desired investment outcomes?
- Does the preferred option make a substantial contribution to the outcomes?
- How do the measured outcomes align to those predicted for the IBC and PBC in both scale and significance?
- What are the critical dependencies?
- How certain are we of achieving these outcomes?
- What are the key project risks and their inherent likelihood and consequences?
  - Technical;
  - Operational;
  - Financial;
  - Stakeholder/Public;
  - Environmental and Social Responsibility;
  - Safety; and
  - Economy.
- The assessment of risk should be consistent with *Minimum Standard Z/44 – Risk Management*.

## 6.5. SSBC Stage 2 - Recommended option and assessment

### 6.5.1. Scope

The description of the recommended project option should include (at a minimum):

- The work that is needed to successfully implement the option(s)
- Desirable requirements that would add value and bring about additional benefits but are not essential to successful delivery
- Key investment risks
- Optional requirements that might be delivered if sufficient budget were to be available
- The elements that are specifically excluded from the option; and
- The anticipated transport outcomes (including a transport outcomes table).

### 6.5.2. Recommended option assessment

This assessment identifies the impacts of the recommended option, and the resulting value for money. This section should include:

- Project outcomes
- Implementability assessment
- Wider project impacts
- Cost optimisation; and
- Do-minimum.

### 6.5.3. Economic analysis

This section sets out the economic case (value for money proposition) for the recommended option. This section will detail the results of the economic analysis, and should include:

- Economic summary
- Comparison with earlier stages
- Sensitivity analysis; and
- Investment assessment framework (2018-21) profile.

The Economic Case is to develop the economic analysis and is focused on the monetised element of the analysis as defined by the [Monetised benefits and costs manual](#), this is a mandatory requirement. This manual must be read in conjunction with the [Non-monetised benefits manual](#) and [Land transport benefits frameworks and management approach: guidelines](#).

These economic impacts are to be presented within the Appraisal Summary Table (see the DBC Template document on the Client's Highway Information Portal) providing a brief and consistent summary of expected monetised impacts in addition to the mandatory format as required by the Economic Evaluation Manual.

To assess value for money, the present value of the monetised impacts are summed and compared to costs to establish a benefit-cost ratio, which will determine an Economic Efficiency Range consistent with the Client's [Investment Prioritisation Method](#)

The following elements make up the minimum requirement for the Economic Analysis. These should be easily identifiable in the business case in order to demonstrate that they have been covered.

The Consultant, in this section will detail the results of the economic analysis. A benefit cost analysis should be provided. However, in some circumstances which will be determined by the client a whole of life cost analysis will be used. Use the tables within the DBC Template (located on the Client's Highway Information Portal) summarising the tangible and intangible benefits. Full calculations, including a detailed sensitivity analysis, using the specified Economic Evaluation Manual Proforma should be included as an appendix.

The Consultant should show that every effort has been made to quantify all relevant costs and benefits. Sometimes there are genuinely unquantifiable costs and benefits associated with a proposal. Where this is the case they should be clearly explained, along with the reasons why quantification cannot reasonably be made.

Important sources of uncertainty or risk in the proposal should be explored through the use of a sensitivity analysis, including projected growth assumptions and cost estimation.

#### **6.5.4. Financial case**

The Financial Case concentrates on the affordability of the proposal, its funding arrangements and technical accounting issues (value for money is scrutinised in the Recommended Option – Assessment and Recommended Option – Economic Analysis sections). It presents the financial profile of the recommended options and the impacts of the proposed deal.

The Consultant shall provide the preferred option's total financial costs broken down by constituent activities. It should cover the lifespan of the proposal and all attributable costs including capital and operational costs. The Consultant should, working with the Client, explain how these investments will be funded.

The Consultant, working with the Client, shall confirm the broad affordability of the overall option, indicating any agreements or understandings in place with commissioning bodies and/or any affordability gaps.

The Consultant must consider:

- Does the financial case identify and fill any funding gaps;
- Does it contain provision for dealing with the financing of any time or cost overruns;
- Does it fully explain and estimate any contingent liabilities that may result from the proposal?
- What are the key financial risks? Have these been quantified? Is there a robust risk management strategy?

This Financial Case for the SSBC is expected to include the following:

- Project deliver costs;
- Ongoing maintenance and operations costs;
- Project revenue (if applicable);
- Funding options; and
- Financial risks.

#### **6.5.5. Commercial case**

The commercial case is expected to provide evidence on the commercial viability of the preferred option, including detailing any consenting/procurement/programme management strategies that might be required. It will need to set out the financial implications of the proposed procurement strategy, evidence of any risk allocation and transfers, contract timescales and implementation timescale as well as details of the capability and skills of the team delivering the project and any personnel implications arising from the proposal.

### 6.5.6. Management case

The management case assesses whether recommended option is deliverable. It will need to test the project planning, governance structure, risk management, communications and stakeholder management, benefits realisation and assurance.

## 6.6. Lessons learnt and post implementation monitoring

This section of SSBC should set out processes for lessons learnt and post implementation monitoring.

## 6.7. Transport investment online (TIO)

The Consultant shall provide all required TIO information (e.g. Economic evaluation manual worksheets) to the Agency's Project Manager in order to complete future funding applications.

## 6.8. Travel demand measures

The Consultant shall complete the *PSF/14 - Checklist of TDM Measures To be Considered for Inclusion in State Highway Schemes* for those options considered in this phase and append to the SSBC report. Refer to *PSG/14* for guidance on completion of this form.

## 6.9. Community and stakeholder engagement

<<Guidance note: provide some indication as to the extent and method of engagement expected i.e. two open days, meetings etc>>

[Insert paragraphs / bullets]

## 6.10. Options evaluation strategy - property

The *Options Evaluation Strategy - Property* is a desktop exercise undertaken by the Client's Property Acquisition Agent. The Consultant shall provide the following information to the Property Acquisition Agent:

- Aerial photographs for each option, with property boundaries overlaid plus photos/plans to identify routes, building and property effects;
- Estimate of land areas required for each affected title/property;
- Declared Limited Access Road, under Section 88 of the *Government Roading Powers Act 1989*, including location of any authorised crossing place;
- Land zoning and any other pertinent local authority issues;
- Potential short and long term impacts on affected property owners;
- Where appropriate, data and drawings shall also be supplied in electronic format consistent with the Client's GIS Strategy;
- Māori land alienation where known; and
- Any other factors impacting on property costs.

Following preparation of the *Options Evaluation Strategy - Property* the Property Acquisition Agent will provide the following information for each option to the Consultant:

- Property Compensation cost estimates in accordance with the Client's *Cost Estimation Manual* (SM014);

- Any known issues associated with each property owner (where known at this early stage), e.g. land lock potential, Māori land alienation, protected trees, hardship or other people related issues, and an estimate of their possible costs of resolution where appropriate;
- Consultant's photos/plans marked-up identifying properties/areas and a register of the interests of the property owners in the project; and
- Details of any improvement(s) that may be directly affected.

## 6.11. Prepare consenting and procurement strategies

<< Guidance note: the consenting strategy is also to include the designation / resource consent activities>>

The Consultant shall prepare the consenting and procurement strategies in accordance with the templates found on the Highways Information Portal. The Consultant shall liaise with the relevant Client specialist teams during the preparation and implementation of these strategies and obtain their endorsement, prior to including them within the SSBC report. These documents are expected to be summarised in the Management Case described above.

## 6.12. Peer review

<<Guidance note: only use this clause if you intend to get a peer review completed, otherwise delete>>

The Client will obtain an independent peer review of the draft SSBC. Peer review may include engineering, economics, environmental, social and planning content as appropriate. The Client will forward the review results to the Consultant for consideration and revision of the draft report as appropriate and as agreed with the Client.

The Consultant shall liaise directly with the peer reviewer once the Client has made the appointment and make all documents necessary for the peer review available. The Consultant shall, provide comments on the findings of the peer review, including any agreed changes to the review report.

The Consultant shall seek to reach agreement with the peer reviewer over the full extent of changes to meet the peer review outcomes, but if there is disagreement over the outcomes, they shall be presented to the Client with full documentation from both parties, and the Client's decision shall be final.

A final SSBC, complete with any revisions, shall then be submitted to the Client. All documentation from the peer review process shall be forwarded to the Client.

## 6.13. Technical requirements

The Consultant shall carry out the technical requirements in accordance with the table found on the [Technical Requirements section on the Highways Information Portal](#), except where modified below.

<<Guidance note: list any exceptions here to the "tasks" listed under the table on the HIP>>

## 6.14. Preliminary design process

The Consultant shall prepare a *Preliminary Design Philosophy Statement* that includes factors that will influence the design, and the relevant design assumptions and considerations. The *Preliminary Design Philosophy Statement* shall a stand-alone technical supplement developed to support the SSBC requirements.

The *Preliminary Design Philosophy Statement* shall cover the recommended option investigated and reported on in the SSBC. The Consultant shall undertake the *Preliminary Design Philosophy Statement* to ensure that the recommended option does not have unresolvable planning, construction, operational or maintenance constraints and identifies any design issues that do not comply with roading legislation or the Client's standards.

The Preliminary Design Philosophy Statement shall include:

- An outline of the philosophy proposed for the design;
- The specific standards to be used including; cross-sectional standards related to the Client's cross-sectional review and geometric standards related to the speed environment, where developed as part of the SSBC;
- All design assumptions including, but not limited to, data on design parameters such as subgrade strength parameters, fill and cut batter slopes, alterations to stream and river beds, stormwater structures design, pavement design and pavement loadings, where developed as part of the SSBC;
- A statement detailing the Environmental and Social Responsibility issues (completed to meet the requirements of *Minimum Standard Z/19 - Social and Environmental Management*);
- A statement identifying the various types of Travel Demand Management measures proposed for incorporation into the design;
- Consideration of long term maintenance requirements; and
- An assessment of the proposed construction method for the recommended option, including (but not limited to) traffic management considerations, to confirm that it can be built.
- **Pavement Design Statement including but not limited to: traffic loading; pavement design (unbound, modified or bound); subgrade and subgrade improvement layer condition and strength parameters; pavement materials; surfacing; environmental factors affecting pavement design (noise reduction, safety and skid resistance, drainage). <<Guidance note: include only if pavement within scope of project>>**
- **Preliminary Structures Options Report in accordance with the Client's *Highway structures design guide***

## 6.15. Preliminary geotechnical appraisal

**<<Guidance note: Consideration needs to be given to the scope of the geotechnical investigations – what level is required to confirm the viability of the selected option; desktop only, desktop supplemented with minor field investigations? NB this element might be identified as being required as part of the IBC where a significant geotechnical risk has been identified and should be incorporated into the scope of the IBC phase where such instances arise>>**

The Consultant shall complete a Preliminary Geotechnical Appraisal Report for the SSBC to inform the Geotechnical Testing and Assessment processes that may be required for the Pre-Implementation phase, and provide initial confidence to the economic analysis and design assumptions. The Preliminary Geotechnical Appraisal shall be undertaken in association with the SSBC phase. The Preliminary Geotechnical Appraisal Report shall include an assessment of geotechnical risks, a recommended schedule of geotechnical testing, the location of the proposed field tests and statement of justification for each test. The Preliminary Geotechnical Appraisal Report shall be included as an appendix to the Geotechnical Interpretative Report.

The Preliminary Geotechnical Appraisal shall comprise:

- A walk-over survey and desk-top study of the greater project area to establish the likely stratigraphy of the area and specific areas of geotechnical interest that may impact on the proposed works;
- The preparation of a recommended schedule of geotechnical testing to be executed as part of Pre-Implementation investigations. Wherever possible, the schedule shall be staged to allow better understanding of the stratigraphy, more accurate positioning of testing and optimisation of the Client's testing allocation;

- The preparation and submission of a *Preliminary Geotechnical Appraisal Report*; that includes the recommended schedule of geotechnical testing, the anticipated cost and indicative programme for acceptance and approval of the Client.

## 6.16. Property

### 6.16.1. Property Evaluation Strategy

The Property Acquisition Agent will provide, if required, a two-stage Property Evaluation Strategy. The first stage is to provide assistance to the Consultant with the option evaluation process. The second stage produces the detailed Property Strategy for the preferred option. The Project Manager shall be accountable for, and the Consultant shall take responsibility for, the Strategy and the resulting property cost estimates, which will become a component of the option estimates.

### 6.16.2. Preliminary Land Requirement Plan

If land is required for the preferred option, the Consultant shall prepare a Preliminary Land Requirement Plan. The Preliminary Land Requirement Plan must be updated by the Consultant should there be any changes to the project that necessitate a change to the Plan. The updated Plan shall be forwarded to the Client in the next monthly report. The final updated version of the Preliminary Land Requirement Plan shall be included in the SSBC report

The Preliminary Land Requirement Plan, that may comprise a set of plans, shall:

- Be in colour;
- Be based on suitable aerial photographs;
- Be drawn to a sufficient scale to identify all relevant detail;
- Be dimensioned to show new and existing boundaries in relation to physical features of the property;
- Depict single landowner requirements on single plans whenever practicable;
- Include a signing block for approval by the Client;
- Show existing land title property boundaries, indicative/final land purchase required boundaries and property reference numbers;
- Show existing designation and/or required designation;
- Identify land required (both permanent and temporary occupation), land severed and any land not currently required for the project. Severance areas and new boundaries should be rationalised to avoid small severance and cater for other practical considerations, and must have regard to District Plan lot size requirements and minimise the need for access.;
- Where appropriate identify any requirement for temporary occupation to facilitate construction;
- Show, where parts of properties are involved, key dimensions (including e.g., distance from boundary/specific feature, distance between bending points on boundaries, length of boundary, width) must be provided to clearly identify the specific land requirement area and to enable realistic valuation and meaningful discussion with owners;
- Show features to assist in the identification of the proposed boundary changes, e.g. fence lines, significant trees, buildings, etc; and
- Include a separate land requirement schedule showing; property reference numbers; legal descriptions; ownership details; area of land - required for highway/motorway, surplus, severed and any comments.



### **6.16.3. Property Strategy**

Following review of the draft Single Stage Business Case and confirmation of the preferred option, the Client will instruct the Client's Property Acquisition Agent to provide the Consultant with the Property Strategy for the preferred option. The Consultant shall include the Property Evaluation Strategy and the Property Strategy in the final SSBC report as Appendices.

### **6.17. [Other]**

[Insert paragraphs / bullets]

draft

## 7. Pre-Implementation

<<Guidance note: include for Pre-Implementation or D&C: Specimen Pre-Implementation.>>

The Consultant shall manage this contract in accordance with the requirements of this section.

The Consultant shall fulfil the environmental and social responsibility requirements in accordance with the Client's [Minimum Standard Z/19 - State Highway Environmental and Social Responsibility Standard](#) including those relating to consenting requirements.

### 7.1. Client objectives

[Insert paragraphs / bullets]

### 7.2. Survey

<<Guidance note: need to provide clarity around the physical extent of the survey required>>

The Consultant shall undertake site survey in accordance with the requirements of the Client's [Minimum Standard Z/16 - Survey Specification](#), and in accordance with the survey method selected by the Consultant <<unless specified in the Contract Scope>>. Survey technology used shall be such that temporary traffic management and disruption to the traffic flow are minimised.

### 7.3. Geotechnical investigations

Following Client approval of the *Preliminary Geotechnical Appraisal Report*, and Client approval to proceed, the Consultant shall undertake Geotechnical Testing and Assessment in accordance with the following requirements:

- Laboratory tests shall be in accordance with NZS 4402:1988 or NZS 4407:2015 as appropriate. Where a different test method has been adopted this shall be clearly reported with reasoning;
- Minimum requirements for investigation techniques detailed in the [New Zealand Ground Investigation Specification, Volume 1: Master Specification](#) except as modified by the Client's specifications and Technical Advice Notes;
- Material descriptions shall be in accordance with the current NZ Geotechnical Society Inc. (NZGS) *Field Description of Soil and Rock (2005)*;
- Tests shall be in accordance with the Client's [Minimum Standard P45 - -- Accidental Archaeological Discovery Specification](#) or as otherwise detailed in the Contract Scope;
- Testing results shall be presented in a Geotechnical Investigations and Testing Results (Factual Report) that includes details of all investigations and testing completed (all test results and analysis results shall be appended). A map shall be provided showing the testing locations with the geographical co-ordinates tabulated and commentary on how the location was determined and its accuracy.
- Upon completion of the Investigation and Testing Report (Factual Report), complete a Geotechnical Assessment (Interpretative Report) that includes, but is not limited to:
  - The interpretation and assessment of results to develop a ground model with associated soil parameters;
  - Written appraisal of ground and water conditions;
  - Presentation of design parameters including groundwater levels;
  - Stability analyses and foundation/geotechnical structure design, including seismic performance;
  - Assessment of slope and land stability during earthquakes including liquefaction;

- Earthworks and structure foundation recommendations;
- Preliminary design details to establish cut and fill slopes; foundation treatments, construction staging and progress constraints including slip remedial works;
- Details of the location and extent of any additional investigations/testing required to complete the final design and implementation of the preferred option;
- Recommendations on geotechnical parameters to be used for the design and construction of the Project;
- Commentary on likely departures with reasoning;
- Updated geotechnical risks and issues developed in the Preliminary Geotechnical Appraisal Report in sufficient detail to ensure that all aspects are identified and will be resolved such that the design and construction can proceed.

### **7.3.1. Geotechnical Investigations and Testing Results**

The Client intends to make factual Geotechnical Reports available for the use of external third parties. For this reason, all factual information is to be provided electronically in a format compatible with the Client's current applications. Borehole and CPT data shall be uploaded to the NZ Geotechnical Database following approval to upload from the Client.

## **7.4. Property requirements**

### **7.4.1. Land Use Plan**

The Consultant will provide the Client's Transport Property team with all of the relevant information as outlined in the Land Use Guidance Note, in particular the minimum mapping layers based on the Client's geospatial standards and protocols. The Client's Transport Property team will then prepare a preliminary Land Use Plan which will be progressively updated as outlined in the Land Use Guidance Note.

The Land Use document will provide a schedule of the proposed land use for every parcel, be it retained for operation of the road, future use requirements, easements, land to be disposed of etc.

The final boundaries shall be rationalised to avoid small severances of land and keep within District Plan Lot requirements. The resulting plan shall be in sufficient detail to allow the property purchase agreements to be finalised.

### **7.4.2. Land Requirement Plan**

If land is required for the preferred option, the Consultant shall prepare a Land Requirement Plan. The Land Requirement Plan must be updated by the Consultant should there be any changes to the project that necessitate a change to the Plan. The updated Plan shall be forwarded to the Client in the next monthly report.

The Land Requirement Plan, that may comprise a set of plans, shall:

- Be in colour;
- Be based on suitable aerial photographs;
- Be drawn to a sufficient scale to identify all relevant detail;
- Be dimensioned to show new and existing boundaries in relation to physical features of the property;
- Depict single landowner requirements on single plans in every instance;
- Include a signing block for approval by the Client;

- Show existing land title property boundaries, indicative/final land purchase required boundaries and property reference numbers;
- Show existing designation and/or proposed designation;
- Identify land required, land severed and surplus land, including relevant areas. Severance areas and new boundaries should be rationalised to avoid small severance and cater for other practical considerations, and must have regard to District Plan lot size requirements and minimise the need for access;
- Where appropriate identify any requirement for temporary occupation to facilitate construction;
- Show, where parts of properties are involved, key dimensions (including distance from boundary/specific feature, distance between bending points on boundaries, length of boundary, width etc.) to clearly identify the specific land requirement area and to enable realistic valuation and meaningful discussion with owners;
- Show features to assist in the identification of the proposed boundary changes, e.g. fence lines, significant trees, buildings, etc; and
- Include a separate land requirement schedule showing; property reference numbers; legal descriptions; ownership details; area of land - required for highway/motorway, surplus, severed and any comments.
- Identify any special/notable environmental features of the property to manage or monitor during the project (e.g heritage scheduled or listed, notable trees )

#### **7.4.3. Property Strategy**

The Consultant shall use the Property Strategy as a guide to enable all necessary property purchase agreements are in place prior to the programmed date for the commencement of Implementation (construction), acknowledging that the property purchase timeframe may impact on the Consultant's timeframe for construction. Note that the Property Strategy is a living document and requires updating from time to time (e.g. additional properties, changes in land area requirements etc.). It is also intended to be a 'whole of life' Property Strategy covering the acquisition, property management and disposal workstreams.

To enable the Client's Transport Property team to update the Property Strategy so as to provide a timetable for the required acquisition, property exchanges, management requirements and property disposal, the Consultant shall provide the following information to the Client's Transport Property team:

- A schedule of affected properties for each option including legal description, owner and address;
- Land Requirement Plans for each property where land is required for the project;
- Aerial photographs of the preferred option, with property boundaries overlaid. Photos/plans to identify routes, building and property effects;
- Estimate of land areas required for each affected title/property (including land required for temporary occupation), with additional areas of land identified that are to be subject to encumbrances to protect the proposed state highway from reverse sensitivity effects;
- Identification of any severance area and/or access issues that may be created;
- Declared Limited Access Road, under [Section 88 of the Government Roading Powers Act 1989](#), including location of any authorised crossing place;
- Land zoning and any other pertinent local authority issues;
- Any other factors impacting on property costs including the cost of meeting environmental objectives;

- Identification of all forest land noted in the Environmental and Social Responsibility Screen that has an Emissions Trading Scheme compliance risk when cleared;
- Identification of any records of titles to confirm what (if any) Climate Change Response Act memorials are registered on any land to be acquired, and explicitly confirm the implications of any such memorials prior to finalisation of sale and purchase of the land;
- A summary of all pre-acquisition engagement, correspondence and meeting records with affected property owners that have preceded the pre-Implementation phase (eg in the SSBC);
- Consideration must be given to 'whole of life' costs with more detail added as cost certainty becomes available throughout the life of the project; and
- Mapping layers for each option CAD file converted to GIS Shapefile format, NZGD2000 / NZTM2000 Projection, Polygon Object Fill, and Meta Data filled out based on the Client's Geospatial standards and protocols document.

Once the Consultant has provided above information to the Client's Transport Property team they will update the Property Strategy. When work this is complete, they will provide the following information to the Consultant as appropriate:

- An overall property acquisition programme(s) for the project;
- Individual strategies for any key, critical or significant properties;
- Cost estimates, in accordance with the *Cost Estimation Manual* (SM014), for each property including a summary of those costs;
- A summary of the project land requirements;
- A summary of identifiable property owner accommodation works where known;
- A summary of sites of significance to Māori;
- A summary of issues in relations to alienation of Māori land; and
- A summary of the main property related risks and their mitigation (proposed or live) including identified environmental risks and requirements.

#### **7.4.4. Property acquisition**

The Consultant shall brief the Client's Transport Property team and Property Acquisition Agent in writing on each acquisition required prior to acquisition commencing and as required make at least one joint visit per property with the Client's Property Acquisition Agent. Following commencement of the active acquisition process, and where required by the Client's Property Acquisition Agent, the Consultant shall provide inputs, including site visits, that directly clarify the existing proposal or other relevant inputs that should have been reasonably foreseen.

The Consultant may be required to assist the Client's Property Acquisition Agent with engineering issues during property negotiations with landowners. The Consultant shall provide this information in a timely manner (or identify when the required information will be available) for the Client's Property Acquisition Agent.

The Consultant must ensure acquisition agreements consider any Emission Trading Scheme liability or potential liability when trees are cleared and identify the party (Crown/ Client, landowner, contractor, forestry company etc.) responsible for this liability.

## 7.5. Design

### 7.5.1. General

The Consultant shall commence the design of the approved option such that all works are completed within the time specified in the documents. The design shall take into account:

- The Preliminary/ Final Design Philosophy Statement;
- All agreements (if any) between the Client or Crown and affected landowners;
- All agreements (if any) made during community engagement;
- All agreements with Māori (if any);
- All statutory approval conditions (if any);
- The updated *Environmental and Social Responsibility Screen* results, the requirements of [Z/19 Environmental and Social Responsibility Standard](#) (including guidelines, tools and templates referenced therein), relevant specification, sustainability rating scheme requirements, resource efficiency requirements, and any technical assessments completed during the SSBC;
- All applicable Client policies;
- All relevant pavement design standards and Specifications;
- Client's *Bridge Manual and Highway Structures Design Guide*;
- Urban and Landscape Design Framework (where applicable); and
- All Outline Plan changes/requirements (if any).
- All [Intelligent Transport System \(ITS\) minimum requirements](#)

The Consultant shall review the SSBC and confirm to the Client in writing within four weeks of tender acceptance that the SSBC is considered to be robust and that the Consultant accepts ownership of the project proposals as set out in the SSBC.

The Consultant shall at the commencement of the design phase update the BCR of the approved option so as to ensure the continuing viability of the project. <<Guidance note: include this clause if you want the Consultant to undertake this>>

Design Information shall be comprehensive, detailed, accurate and unambiguous. Design shall include all of the following necessary to allow the construction of the approved option:

- Survey in accordance with the Client's [Minimum Standard Z/16 – Survey Specification](#);
- Geotechnical testing and assessment;
- Engagement with key affected technical stakeholders, partners or tangata whenua where-ever the design significantly deviates from the intention of the consented design or SSBC
- Design including preparation of the Design Philosophy Statement [and any Pavement Design, Structures Option Report\(s\) and Structure Design Statements](#), including geotechnical structures;
- Construction drawings and specifications (suitable for adaption for contract documentation);
- Design and Design Review Certificates, and
- Preparation of material to support applications for statutory approvals.

### **7.5.2. Construction Drawings**

The Consultant shall:

- Produce construction drawings for the project that incorporate accepted draughting practice and that are completed in accordance with the appropriate design standards to an appropriate scale;
- Produce drawing sheets that are logically sequenced and cross-referenced;
- Ensure individual drawing details of similar elements are used in preference to the use of tables and notes, particularly for reinforcing details.

The construction drawings shall include, but not be limited to:

1. Plans, longitudinal sections and cross-sections including existing and proposed levels and depths of cuts and fills of the proposed works and showing all legal boundaries. The cross-sections shall be a maximum spacing of 20m;
2. Plans showing Route Positions (RPs);
3. Cross-sections showing crossfall, batter grades, legal boundaries. All cross-sections are to extend past the extent of the works;
4. Longitudinal sections showing existing levels, proposed levels, horizontal and vertical information. Longitudinal sections to extend beyond the limits of the project to show how the proposed design ties into the existing carriageway;
5. Typical cross-sections including pavement construction and drainage details;
6. Intersection plans detailing the locations of all signs, traffic signals, ITS assets, pavement markings and lighting (including power supplies) as appropriate;
7. Location of all known existing services including permanent reference marks;
8. Details of pavement markings, guardrails, ITS assets and ducting, signs and lighting;
9. Location of pedestrian, cyclist and public transport infrastructure;
10. Location of local road infrastructure;
11. Structural drawings of all bridges, tunnels or other structures and major culverts including details as to how these will meet the ULDF and, in the case of culverts, provide for fish passage. Structural drawings shall meet the requirements of the Highway Structures Design Guide;
12. Location of all key land uses;
13. Details of the project's environmental, cultural and social mitigation and management assets (temporary and permanent) including urban design features, noise control assets, heritage assets, stormwater management infrastructure and landscaping;
14. Location, extent of, and rehabilitation plans for proposed borrow and dump sites; and
15. A single sheet plan superimposing the design on an aerial photograph.

The construction drawings must be provided to the Client, and the Clients Transport Property team in CAD file converted to GIS Shapefile format, NZGD2000 / NZTM2000 Projection, Polygon Object Fill, and Meta Data filled out based on the Client's Geospatial standards and protocols document.

### **7.5.3. Design Philosophy Statement**

The Design Philosophy Statement shall be a statement detailing the standards and assumptions used in the completion of the design of the Project and shall include:

1. An outline of the philosophy to be used for the completion of the design, which is consistent with the [Minimum Standard Z/19 - State Highway Environmental & Social Responsibility Standard](#) and the objectives of the *SH Environmental Plan*;
2. A detailed construction methodology including traffic management requirements to confirm that the approved option can be built;
3. The specific standards to be used including:
  - Cross-sectional standards related to the Client's cross-sectional review;
  - Geometric standards related to speed environment;
4. All design assumptions including, but not limited to, data on design parameters such as subgrade CBR, fill and cut batter slopes, alterations to stream and river-beds, stormwater structures design, pavement design and pavement loadings;
5. For large projects or projects in an urban area, a statement detailing how the design gives effect to the Urban and Landscape Design Framework prepared to give effect to the Client's *Urban Design Guidelines 2013: Bridging the Gap*; and
6. Detailing the how appropriate sustainability, environmental and social outcomes will be delivered and the requirements of the [Minimum Standard Z/19 - Social and Environmental Management](#) met and integrated holistically into the design and the project lifecycle;
7. An analysis of the maintenance requirements of the project to assess whether ongoing maintenance costs are reasonable.

The Design Philosophy Statement shall be formatted in accordance with the headings to be used for the Final Design Report.

Where a preliminary Design Philosophy Statement was produced as part of the SSBC, the Consultant shall compare it with the actual design and record the reason for any differences.

#### **7.5.4. Pavement Design Statement**

<<Guidance note: include only if pavement within scope of project>>

The Consultant shall complete a Pavement Design Statement, including but not limited to: traffic loading; pavement design (unbound, modified or bound); subgrade and subgrade improvement layer condition and strength parameters; pavement material properties; surfacing; environmental factors affecting pavement design (noise reduction, safety and skid resistance, drainage).

#### **7.5.5. Structure, Including geotechnical structures, design statement**

The Consultant shall complete a Structure Design Statement for all new (or altered) bridges, underpasses, major culverts and geotechnical structures. This design statement should give effect to the Client's *Bridge Manual*, the Client's *Urban Design Guidelines: Bridging the Gap* and the Design Philosophy Statement. The format of the Structures Design Statement shall be consistent with that which is outlined in the Highway Structures design Guide. A major culvert is defined as a culvert with a minimum waterway area greater than 3.4m<sup>2</sup>. Geotechnical structures include soil structures as defined in Bridge manual, but excluding unreinforced slopes and embankments (unless supported by ground treatment/improvement works), retaining structures ≤1.5m within 1m of the road edge line, rockfall and slope debris control structures, and slope works, including drainage, required to achieve and maintain slope stability.

<<Guidance note: include if structures within project>>

#### **7.5.6. RAMM system input forms**

<<Guidance note: include if pavements within project>>



The Consultant shall ensure all notifications for expected new or any updates to RAMM data for pavements, surfacing, drainage etc. are reported to the Client's Project Manager and the Client's Network Outcomes Contract Manager in preparation for the physical works.

#### **7.5.7. Highway Structures Information Management System (HSIMS) data input forms**

<<Guidance note: include if bridges within project>>

The Consultant shall ensure all new or any updates to structures, including geotechnical structures, is recorded by completing both Structural and Descriptive Input Forms in accordance with the Client's *Highway Structures Information Management System (HSIMS) User Guides* (refer the Client's website) and that they are provided to the Client's Project Manager and the Client's Structures Management Consultant.

#### **7.5.8. Safety in Design Reviews**

Involves the preparation and attendance, during the Contract, of the Safety in Design Workshops / Reviews, including maintaining a Safety in Design File.

#### **7.5.9. Maintenance in Design Reviews**

Involves the preparation and attendance, during the Contract, of the Maintenance in Design Workshops / Reviews, including maintaining a Maintenance in Design File.

#### **7.5.10. Technical Specifications**

The Lump Sum Shall include all expenses relating to services referenced in Section D Contract Scope Pre-Implementation, necessary for the satisfactory completion of the project. Payment of Lump Sum will be made based on the percentage complete up to a maximum of 80% of the full amount. The balance remaining will be paid upon Client acceptance of the Technical Specifications.

#### **7.5.11. Urban and Landscape Design Framework**

<<Guidance note: on large projects or projects located within an urban environment, an urban and landscape design framework shall be prepared in accordance with the Transport Agency's urban design guideline *Bridging the Gap*>>

The Consultant shall prepare a draft urban and landscape design framework in accordance with [Z/19](#) and the Client's urban design guidelines [Bridging the Gap](#).

#### **7.5.12. Design Certificates**

Relates to services referenced in clause 7.5 Design necessary for the satisfactory completion of the project.

#### **7.5.13. Final Design Report**

The Final Design Report shall detail the interpretation of the design requirements with regard to physical deliverables and the design standards, assumptions, materials, and methodology used in the completion of the design of the various elements of the project, including outcomes of any Safety in Design reviews. The report shall detail the design forms and standards to be achieved, background reasoning leading to the choice of a design form, standard, material and methodology, etc. The report shall also identify any deviations from the SSBC and the Client's mandatory and advisory standards and mitigation required to comply with the standards.

The Final Design Report shall contain, but not be limited to, the following headings and be submitted with the draft construction drawings and tender documents:

- Design philosophy.
- List of design standards/manuals, guidelines and the best practice design methods.

- Final design form, standards/criteria achieved and reasons for adoption.
- Approved deviations (departures) from the Client's mandatory and advisory standards - as approved by the Client's relevant OPPP technical disciplines.
- Design assumptions/constraints.
- Safety in Design
- Consistency with [Z/19, the Environmental and Social Responsibility Standard](#) and related operational policies, *State Highway Environmental Plan Objectives* and *Planning Policy manual*.
- Compliance with safety audit outcomes.
- Compliance with independent design review outcomes.
- **Compliance with the Technical approvals process set out in the Client's Highway structures design guide.**
- Compliance with resource consent and designation conditions.
- Impact of adjacent land use, existing and proposed.
- Materials selected.
- Whole of Life costs.
- Maintenance audit.
- Methodology/constructability.
- Inspection and testing requirements, including hold- and witness points
- Temporary diversions.
- Any other special design and/or construction requirements.

The Final Design report shall cover the following elements of the project, including any related temporary works:

- Any design related risks, particularly if using new or alternative solutions
- Summary of engagement with key technical stakeholders and tangata whenua where undertaken on significant design deviations from consented design or SSBC
- Geotechnical risks and responses.
- How the design has taken into account the environmental, cultural and social requirements to be implemented holistically through the construction and operation phases including but not limited to:
  - Noise/ Vibration Mitigation
  - Urban and landscape design framework
  - Stormwater treatment/management
  - Landscaping
  - Heritage
  - Sediment and erosion control
    - Fish passage
    - Biodiversity

- Contamination
- Existing services affected by the project, including relocation and/or protection works
- Drainage both surface and sub-surface:
  - Flooding.
  - Groundwater.
- Earthworks, including stability of cut/fill batters and seismic displacements, ongoing settlement of embankments, and associated ground improvements.
- Slope protection works including rockfall and slope debris control structures
- Stability of existing slopes which may affect the performance of the project.
- Road geometrics, including speed environment, cross-sections, sight distances, vertical and horizontal alignment of all carriageways, ramps and interchanges, etc.
- Structures, including bridges, geotechnical structures and other significant highway structures:
  - Super-structure form.
  - Specific structural design requirements.
  - Urban/rural design and/or heritage, form and aesthetics.
  - Waterway design.
  - Bridge cross-sections and traffic clearances.
  - Deck drainage.
  - Services.
  - Edge protection standard adopted.
  - Foundations and ground improvements.
  - Seismic performance.
  - Maintenance requirements
- Soil structures as defined in the Bridge Manual, where not covered elsewhere
- Any effect/modifications to existing structures.
- Road pavement, including surfacing:
  - Sub-grade improvements.
  - Rigid/flexible.
  - Types of surfacing.
- Maintenance bays and accessways.
- Footpaths/cycleways/busways/public transportation infrastructure.
- Median/edge barriers/crash cushions:
  - Concrete.
  - W section steel.
  - End treatments.

- Lighting:
  - Power supply.
  - Electrical design.
  - Luminaire design.
  - Feature lighting.
  - Energy efficiency.
  - Light Pollution mitigation.
- Intersections:
  - Types.
  - Geometry.
  - Controls.
- Traffic signals.
- Signage and pavement markings.
- Fencing.

The Consultant shall append to this report details of all geotechnical investigations and testing with the accompanying assessment and interpretation of all results completed during the design phase of this project.

The Consultant shall provide a map showing the testing locations with the geographical co-ordinates and also include how the location was determined, its accuracy and the type of data gathered.

Further to Clause 9.1 of the CCCS, the Client intends to make factual Geotechnical Reports available for the use of external third parties. For this reason borehole and CPT data shall be uploaded to the NZ Geotechnical Database following approval to upload from the Agency. Interpretative Reports provided by the Consultant will be kept confidential to the Parties.

Where a preliminary Design Philosophy Statement has been produced as part of the SSBC, the Consultant shall make a direct comparison with the Final Design Report and record the reasons for any differences.

The Final Design Report shall be prepared for all elements of the complete project, and alternatively may be submitted to the Client as a series of separate reports for each element, prior to finalising the detailed construct drawings and the physical works tender documentation. The submission of a single report, or for each report of a series, shall constitute a hold-point for review by the Client.

## 7.6. Statutory Approvals

### 7.6.1. General requirements

The Consultant shall review and update the consenting strategy and confirm the scope of technical assessments with the Client's planning representative prior to commencing work on statutory approval applications.

The Consultant shall liaise with the Client's Environmental Planner (consents and approvals), and the appropriate consenting authorities during the preparation and submission of any statutory approvals.

Any application for a statutory approval must be reviewed and signed by the appropriate person in the Client's Environmental Planning Team with the delegation to do so before lodgement with the relevant authority. Any application may also be reviewed by a Client subject matter expert.

The Consultant shall adhere to any guidance issued and/or approved by the Client regarding methodologies to be adopted as part of the preparation of the statutory approvals and accompanying technical reports.

Consultant employment of sub-consultants to produce any statutory approval applications, evidence, or part thereof, requires prior approval from the Client.

The documentation shall be provided to the Client in an electronic format including any raw data collected, in a format to be agreed with the Client.

Guidance on drafting statutory approvals including Templates can be found on the [Highways Information Portal](#). The Consultant shall check with the Client's Environmental Planning Team that they are using the most current guidance.

Drafting and lodging applications The Consultant shall be fully responsible for:

Preparing statutory approval application(s) and supporting technical reports to a standard acceptable to the Client The applications shall be in the name of and signed in accordance with the Client's statutory delegations. The Consultant shall provide the required fees (a reimbursable expense) and ensure that the documents are lodged.

Where the Consultant includes draft conditions of consent on behalf of the Client as part of an application, these those be discussed and agreed with the Client.

### **7.6.2. Statutory approval hearings**

This phase will consist of:

- Preparation of evidence;
- Representation of the Client at hearings; and
- Resolution of any appeals.

The preparation of hearing evidence and attendance at any subsequent appeal hearings, shall be an Additional Service.

Where the statutory authority gives notice of pre-hearing meetings or mediation, the preparation and attendance requirements at the meetings shall be discussed with the Client.

### **7.6.3. Technical assessments**

<< Guidance note: The scope of the technical assessments required to support the statutory approvals should have been detailed in the consenting strategy >>

The Consultant shall prepare concept design plans as necessary and analysis to identify and assess reasonable practicable options to mitigate the social, cultural, environmental and economic effects. The Consultant shall refer to the previous work as referenced in Section 3.4. The Consultant shall use their own knowledge of the potential effects from the project to allow for the full suite of technical assessments required. The Client has prepared several [Impact Assessment Guides](#) which the Consultant may refer to, to determine the required level of detail.

1. Construction Noise and vibration
2. Landscape and visual impact
3. Assessment of Effects on the Environment

<< Guidance note: The scope of the technical assessments required to support the AEE should be detailed in the consenting strategy>>

The Consultant shall review and confirm the scope of required technical assessments in consultation with the Client's planning and technical specialists prior to commencing the assessments or Assessment of (AEE).

The Consultant shall prepare the necessary AEEs to support the statutory approvals required to authorise the proposed works under the RMA. The AEE shall be of a level of detail commensurate to the nature and scale of the works.

As well as meeting all statutory requirements, the AEE must consider relevant the Client's policies, standards and impact assessment guidelines, particularly the [Z/19 Environmental and Social Responsibility Standard](#), [Planning Policy Manual](#), [Te Ara Kotahi - Our Māori Strategy](#), and [\[our Māori Framework\]](#) the Transport Agency for [Stakeholder Relationship Management and Consultation with Māori](#), the [Public Engagement Guidelines for State Highways \(2016\)](#) and [Minimum Standard Z/17 Branding and Communications](#).

The AEE should also include consideration of opportunities to enhance environmental outcomes consistent with the Client's Z/19 guidelines. These may contribute to additional credits for the ISC sustainability rating tool. Subject to confirmation from the Client, the Consultant shall prepare proposed conditions to include as part of any statutory approval applications.

The Consultant shall adhere to any guidance issued and/or approved by the Client regarding methodologies to be adopted as part of the preparation of the AEE and accompanying technical reports.

Consultant employment of sub-consultants to produce any statutory approval applications, evidence, or part thereof, requires prior approval from the Client.

All AEE documentation shall be prepared in a format which supports the lodgement requirements of the authority considering the statutory approval applications. Documentation shall be provided to the Client in an electronic format, and any other format to be agreed with the Client.

4. [Other (eg Heritage, ecology, fish passage etc)]

#### **7.6.4. Preparation of other Statutory Approvals**

##### **1. RMA approvals**

The Consultant shall prepare and forward to the Client, for lodgement any applications for activities requiring approval under the Resource Management Act 1991, including relevant Environmental Standards, and regional and district plans.

##### **2. Heritage New Zealand Pouhere Taonga Act 2014**

The Consultant shall prepare and forward to the Client, for lodgement with Heritage New Zealand Pouhere Taonga (HNZPT), an application (complete with supporting documentation as described by HNZPT guidelines) for any necessary authorities to destroy, damage or modify any archaeological site(s) under the [Heritage New Zealand Pouhere Taonga Act 2014](#).

The consultant shall take into account the purpose and intent of the Memorandum of Understanding between the Client and Heritage New Zealand Pouhere Taonga which relates to all historic and cultural heritage.

##### **3. National Parks Act 1980, Conservation Act 1987 and Reserves Act 1977**

Where any project scheme affects any part of the conservation estate (public conservation lands) under Part 3B of the Conservation Act, approval will be required from the Department of Conservation (DOC). The consultant shall take into account the purpose and intent of the Memorandum of Understanding between the Client and the Department of Conservation. Refer to the [Protocol for the Client and Department of Conservation engagement in resource management act processes](#) for further guidance.

##### **4. Wildlife Act**

The Consultant shall be fully responsible for obtaining necessary permits for the project required under the Wildlife Act. The Consultant shall undertake all necessary endeavours to achieve timely lodgement of any permit application(s), and liaise with the Department of Conservation to promote efficient processing of the application(s).

## 5. Building Consent or Building Consent waiver applications

The Consultant shall prepare and forward to the Client, for lodgement with the relevant authority, an application (complete with documentation) for the necessary building consents or waiver requests (preferred option) under the *Building Act 2004*. The applications shall be in the name of the Client and shall be supplied to the Client together with all supporting documentation including three copies of the letter of Application for Building Consent and fees (a reimbursable expense) for Consent Application. Where the building consent relates to a listed heritage structure HNZPT is an interested party.

The Client will confirm the documentation and sign and lodge it with the relevant Consent Authority.

The Client is subject to the requirements of the *Building Act 2004*.

The Consultant shall maintain on file the Project Information Memorandum, producer statements and building consents. For structures, including geotechnical structures, that require a building consent or a waiver, the documentation shall be forwarded to the SMC through the applicable Technical Team.

## 7.7. Prepare draft Social and Environmental Management Plans

Where a Social and Environmental Management Plan is drafted during the pre-implementation phase it shall be prepared in accordance with the Client's [Z/19](#) and [P47 Specification for Environmental, Social and Cultural Management during Construction](#), the relevant key priorities under *Te Ara Kotahi - Our Māori Strategy*, and our *Māori Framework and the State Highways Public Engagement Guidelines 2016 and Z/17 Branding and Communications*.

## 7.8. Stage 2 Procurement Plan

<<Guidance note: include for projects >\$10M estimated construction cost>>

The Consultant shall assist the Project Manager to prepare a Stage 2 procurement plan in accordance with the template found in the Client's [Contract Procedures Manual](#).

The stage 2 procurement plan shall cover, amongst other things, the proposed approach to programming and staging the physical works, an assessment of the construction market capability and capacity, and an assessment of how public value (including broader outcomes) will be obtained in the approach taken to procure.

## 7.9. Tender documentation

The Consultant shall provide the Client with draft and final copies of the tender documents including preliminary construction drawings, technical specifications, all setting out information and the draft Land Requirement Plans based on the approved option. The tender document shall meet the requirements of the Client's [Minimum Standard Z/7 - Physical Works Contract Document](#).

A single Construction Contract shall be prepared for each Project unless one or more of the following circumstances apply:

- Approved otherwise by the Client.
- Stated in the professional services contract documentation or in an approved Stage 2 procurement strategy.
- Accepted as part of the Consultant's methodology.

The Consultant shall ensure that the selection of the appropriate contract procedures shall be based on the risk apportionment strategy agreed with the Client.

The Consultant shall ensure that the *Activity Risk File* and *Safety in Design File* are included in the documents as agreed with the Client.

The Consultant shall provide for a Defect Notification Period.

## 7.10. Insurance, Bonds and Retentions for Construction Contracts

The Consultant shall confirm the value of the following with the Client:

- Contract Works Insurance.
- Public Liability Insurance.
- Bonds.
- Retentions.

## 7.11. Accompanying documentation

In association with the tender documents the Consultant shall provide:

1. A copy of the final Design Estimate (DE);
2. An updated BCR (inclusive of all costs especially construction contingencies) as specified in the latest the Client's *Monetised benefits and costs manual*;
3. A [liquidated damages pre-assessment form\(s\) PSF/6a](#), completed in accordance with the requirements of [Minimum Standard Z/14 - Liquidated Damages](#) for the approval of the Client. The Consultant shall not include additional surveillance fees, where they are not payable under the contract;
4. A copy of the relevant statutory approvals granted, including supporting plans and conditions;
5. A copy of the Urban and landscape design framework (where applicable);
6. Copies of any Social and Environmental Management Plans for the Project that need to form part of the Contractors Social and Environmental Management Plan;
7. A copy of any relevant landowner or stakeholder agreements;
8. A copy of the [Maintenance Responsibilities During Construction PSF 15](#) that is to be completed and submitted in the tenderer's submission;
9. The relevant project technical specifications and [Principal's Requirements](#) <<use if D&C tender>>

## 7.12. Responsibility during construction

The Consultant's responsibility under the Pre-implementation Phase shall continue during the Construction (Implementation) period even if another Consultant is engaged for the Implementation (Management, Surveillance and Quality Assurance) phase. The Consultant shall provide all necessary advice regarding design and documentation matters to the Client during the construction of the Project and shall, if required, liaise with the Consultant responsible for the Implementation Phase.

The Consultant shall undertake, where required, and at no additional cost to the Client, all design reviews and/or revision of the construction drawings as a result of design errors, omissions, or as a result of conditions about which the Consultant knew or ought to have known.

The Client may also require the Consultant to amend or revise the design to suit other circumstances.

## 7.13. [Other]

[Insert paragraphs / bullets]



## 8. Implementation

<<Guidance note: This section is to be used for surveillance of traditional contracts.>>

The Consultant shall carry out the construction phase in accordance with this section.

### 8.1. Client's objectives

The Consultant shall act consistently with and use its best endeavours to achieve the Client's objectives and success criteria defined below.

Achievement of these objectives and success criteria will be a significant element in the performance evaluation for the Consultant.

The Client's broad objectives for the delivery of Implementation (MSQA) services by the Consultant are that:

1. The Consultant accepts ownership and accountability for achieving a successful outcome;
2. The construction deliverables are fully in accordance with design documentation (scope and quality); and
3. Construction meets safety, quality, time and cost objectives.

In order to achieve these objectives, the performance of the Consultant shall satisfy the following success criteria:

1. Accept a high level of "ownership" of the project and demonstrate commitment to achieve the specified objectives.
2. Use reasonable endeavours for conformance to design.
3. Use reasonable endeavours for quality compliance.
4. Deliver a "No Surprises" approach.
5. As far as is reasonable, satisfy requirements of stakeholders (road users; property owners; local authorities, the Client) with regard to both process and outcomes.
6. Engage meaningfully as treaty partners with tangata whenua with regard to both process and outcomes;
7. Optimise the Client's involvement in administrative, technical and contractual issues.
8. Deliver "Added Value" to the construction processes wherever appropriate.
9. Deliver a cost-effective outcome with respect to MSQA inputs.
10. Demonstrate innovation, sustainable outcome consideration and effective problem solving.
11. Ensure that supervisory personnel are accessible to the Client at all times.
12. Provide timely and accurate conformance with reporting and administrative requirements as defined in the *Contract Management* section of this Contract Scope.

### 8.2. Tender Administration and Evaluation

#### 8.2.1. General

Following approval to proceed with the Implementation phase of the project works, the Consultant shall:

1. Complete and submit to the Client for approval, *Appendix II Request for approval to proceed to engage a contractor* of the [Client's Contract Procedures Manual \(SM021\)](#).

2. Prepare the RFT documents;
3. Provide the Client's Procurement Officer with the wording for the Advertisement on the Government Electronic Tendering System (GETS) and the RFT documents, with associated supplementary documentation being available electronically from the Consultant;
4. Close Tenders with the Client's Procurement Officer on an appropriate day and time agreed by the Client;
5. Issue any Notices to Tenderers that may be required to all Tenderers and forward a copy to the Procurement Officer; and
6. Complete the Tender Evaluation.

### **8.2.2. Tender evaluation**

Following the receipt of all tenders from the Procurement Officer, the Consultant shall assist, as required by the Project Manager, in the evaluation process Tender evaluation shall include:

1. Evaluation of tenders (including valuation and assessment of alternative and conditional tenders) in accordance with the Client's *Procurement Manual*, with the basis of evaluation included in the tender documents and the Client's *Contract Procedures Manual*. The Consultant shall **provide if requested at least one Tender Evaluation Team member who holds the National Certificate - Infrastructure Civil Engineering (Procurement Procedures) and/or meets the requirements to be a Qualified Evaluator as defined in clause 10.19 of the Client's *Procurement Manual***;
2. Preparation of the tender report(s) and recommendation of a preferred Tenderer for the contract, in accordance with the Client's *Contract Procedures Manual*;
3. Updating the Project Benefit Cost Ratio based on the Tender Price, inclusive of contingencies. The Consultant's calculations shall be provided to the Client. If the Benefit Cost Ratio drops significantly, the Consultant shall consult with the Client as to the next action;
4. Check all tender price schedules for errors and omissions and manage these in accordance with the IFT. A comparison of the preferred tenderers price and the Construction Estimate for the Project calculated in accordance with the Client's *Cost Estimation Manual* (SM014) shall be made and if the values vary by more than  $\pm 5\%$  the Consultant shall provide comment on reasons why this may have occurred, likelihood of quantity changes and possible impacts on project funding.

### **8.2.3. Execution of documentation**

The Consultant shall, on behalf of the Client, arrange for and execute the Construction Contract documents in accordance with the terms of the Construction Contract and in particular shall:

1. Compile **three sets** of documents in accordance with the Client's *Contract Procedures Manual* to be distributed in accordance with the Construction Contract.
2. Arrange for the signing of Construction Contract documents in accordance with the Client's *Contract Procedures Manual*. The signing or initialling of all pages in the document **is not required**.
3. Provide a fourth set of Construction Contract documents (bound with the Contractor's Tender) to the Client as a working set.

The original set of signed physical works documents will be held by the Client. These documents shall be returned to the Tender Secretary to be held in secure storage for use in the event that arbitration is necessary on the contract.

## 8.3. Management and surveillance of the physical works

### 8.3.1. General

The Consultant shall administer the physical works in accordance with the Construction Contract and the documents.

The Consultant shall provide **Level CM4 services** <<default>> for construction contract management and on-site surveillance in accordance with Table A4(i) in Appendix 4 of the ACENZ / IPENZ *Guideline on the Briefing and Engagement for Consulting Engineering Services*. <<Guidance note: if the minimum level for inspection for pavement certification is selected as CM5 you will need to state this here, otherwise the default overarching level stated earlier takes precedence>>

The Consultant shall monitor and review the performance of the Contractor by observing and checking the physical works for compliance with the Contract.

Where the Contractor submits an alternative for any component of the work which is acceptable to the Client then the Contractor's designer becomes responsible for the design of that component as well as for ensuring that it is constructed in accordance with that design. However, the Consultant is still expected to carry out routine surveillance during the construction of these components and report any issues noted.

The Consultant shall regularly review the Inspection and Test Schedule data and contract documentation held by the Contractor on the secure website or "cloud" based storage and retrieval system (in accordance with [Minimum Standard Z08](#)) and respond as required, to ensure the resulting physical works are in compliance with the Contract.

Non-Conformances observed or measured in the physical works by the Contractor, Consultant or Client shall be responded to proactively and effectively by both the Contractor and Consultant, so that the resulting physical works are in compliance with the Contract.

The Consultant shall meet regularly with the Contractor. The Consultant's recording of meetings shall include evidence of required actions and resulting agreed responses. Meeting records shall be retained on the *Quality File*.

Where the performance of the Contractor, or the nature of the site, or the complexity of the works being undertaken, vary significantly from the position anticipated by the level of surveillance defined, or where a formal dispute arises requiring significant inputs to resolve or move into a formal dispute resolution process, such extra services thereby required shall be "Additional Services" and will qualify the Consultant for additional payment at the rates tendered in the Additional Services Schedule.

Only suitably qualified and experienced staff with a record of effective performance shall be appointed to fulfil the roles of Contract Administrator, Independent Certifier or Site Supervisor(s).

The Consultant shall respond to the Contractor within the time constraints required in the Construction Contract and carry out all other duties required by the Contract.

### 8.3.2. Contract management and administration

The Consultant shall use reasonable endeavours so that:

1. Following award of tender, the Network Outcomes Contractor is provided with a copy of the Contract including the design drawings, notification of the date of possession of site and the contract completion date. Any change to the contract completion date shall be notified immediately to the Network Outcomes Contractor;
2. All appropriate Service Authorities/Network Utility Service Operators and Utility Service Providers are advised of the award of the construction contract and make the necessary arrangements for services work to fit in with the construction programme;
3. All the Insurances required of the Contractor are effected and remain in full force over the contract period;

4. All bonds required to be furnished are so furnished, and notice of release of any bond, or recoveries under any bond, are duly actioned;
5. The Contractor fulfils the requirements of all relevant Acts, Regulations, and Bylaws, and that property agreements, consents, and permits are complied with in full. Without limitation this shall include the following:
  - *Resource Management Act 1991.*
  - *Health and Safety at Work Act 2015.*
  - *Building Act 2004.*
  - *Construction Contracts Amendment Act 2015.*
  - *Public Works Act 1981.*
  - *Land Transport Management Act 2003*
  - *Contract and Commercial Law Act 2017*
  - *Climate Change Response Act 2002 (Zero Carbon Amendment Act 2019)*
6. The Contractor complies with all relevant Standards, Guidelines and Supplier Instructions as listed in the Client's *Register of network standards and guidelines* or those instructions supplied with packaged components;
7. The Contractor develops and implements a robust Social and Environmental Management Plan (in accordance with the Client's Minimum Standard [Z/19 – SH Environmental and Social Responsibility Standard](#) and the Client's [P47 Environmental, Social and Cultural Management during Construction](#); [Public Engagement Guidelines for State Highways projects 2016](#), [Z/17 Branding and Communications](#), and
8. The Contractor implements Te Ara Kotahi – Our Māori Engagement Plan
9. Monitoring of the stipulated conditions of any statutory approvals is in accordance with the Client's Consent Compliance Management System (CS-VUE);
10. Approval of the Contractor's highway landscape treatment is in accordance with the Client's *P39 Landscape Treatments*
11. Where the Contractor has discretion of choice regarding the purchase of safety devices to be used on the project, the Contractor notifies the Consultant of the selected device type to ensure the specific details of the installation are incorporated in the final design;
12. The Contractor will complete and deliver to the Consultant any installation checklists provided by the supplier with the packaged components;
13. The Contractor provides as-built information on demand for approval throughout the duration of the construction contract;
14. Price variations are requested from the Contractor where necessary and then evaluated and discussed with the Client prior to additional work being instructed;
15. The Contractor's claims for payment are verified and certified in accordance with the Construction Contract and Client procedures:
  - The Contracts require the Client to make payment to the Contractor within 17 working days of the date of the certificate of the contractor's claim for payment. Certification of the progress payment within 12 working days of the date of receipt of the Contractor's claim.

- The Client generally only makes payments on the fifth and twentieth day of each month. Claims for payment must be received by the Client to allow at least five clear working days for processing before the payment date.
  - It is the responsibility of Consultant to arrange the certification of all progress payments, and forward them to the Client, in such a manner as to avoid the possibility of claims for interest due to late payment. The Consultant must not certify payments that exceed the approved contract budget without previously obtaining the Client's approval. The request shall be detailed on the form [PSF/4b Request for Extension of Contract Budget – Physical Works](#) and forwarded to the Client as soon as the Consultant is aware that the budget may be over-expended.
  - The Consultant shall provide certified payments attached to a Client's completed invoice cover sheet.
  - The Consultant shall ensure the requirements of the *Construction Contracts Amendments Act 2015* are observed fully so that no prejudice to the Client arises from failure to conform thereto.
16. Assessments and recommended actions and responses in relation to all claims received from the Contractor are timely and thorough;
  17. Issues related to the handling of liquidated damages are actioned in accordance with the Client's [Minimum Standard Z/14 – Liquidated Damages](#);
  18. A copy of all [Notices to Contractor \(PSF/4d\)](#) and notes to justify variation(s) are provided to the Client expeditiously;
  19. [Road Construction Information Forms \(PSF/3b\)](#) are completed and are delivered, to the Client, together with the copy of the *Practical Completion Certificate*;
  20. Each of the Practical Completion Certificate, Final Completion Certificate, Final Payment Schedule Certificate and other certificates required to be issued under the Construction Contract are properly certified and promptly issued with copies forwarded to the Client;
  21. Before issuing a Practical Completion Certificate, the Client is advised that this Certificate is about to be issued and ensure that the Client is able to comply with the five working days period in the Construction Contract. Where the Consultant agrees to issue a Practical Completion Certificate but for whatever reason recommends to the Client that the Contractor's Bond not be released at this time, such reasons should be set out in a letter to the Client;
  22. Though not a requirement of the Construction Contract, the process in relation to the release of any bond in lieu of retention shall follow a similar process to that in clause (18) above;
  23. Within two weeks of the Contractor requesting the issue of the Practical Completion Certificate, the Consultant shall organise a site inspection with the Client and Network Outcomes Contractor to prepare a defects and omissions list and agree maintenance responsibilities during the Defects Notification Period;
  24. A final Handover Inspection of the Physical Works is arranged with the Client and Network Outcomes Contractor for a minimum of two weeks prior to the programmed end date of the Defects Notification Period. All deficiencies identified by the Client shall be notified to the Contractor and the Client advised on completion. The Consultant shall not issue the Final Completion Certificate until all defects listed by the Client have been addressed;
  25. The completion and forwarding of the Asset Owner's Manual is in accordance with the Client's [Minimum Standard Z/15 - Asset Owner's Manual](#) and *Final Construction Report*;
  26. All actions listed on the [Capital Projects Handover Checklist \(PSF/3g\)](#) have been appropriately completed; and
  27. Final evaluation of the Contractor is completed and forwarded to the Client in accordance with the *Performance Assessment* section of this Contract Scope.

### 8.3.3. Monthly meetings

The Consultant shall, as required, chair and/or attend with the Contractor (and Principal) physical works weekly and/or monthly contract meetings, including but not limited to quality management; risk management; health & safety; environmental compliance.

### 8.3.4. Programme management

The Consultant shall be responsible for promoting progress of the works in accordance with the target completion date. This will include:

1. Reviewing and monitoring of construction programmes submitted by the Contractor and updates thereto;
2. Timely and accurate monitoring of performance against the approved programmes in order to determine slippage before it compromises project completion;
3. Issuing appropriate instructions to direct improved performance and/or recovery; and
4. Prompt issue of information and instructions to the Contractor as may be necessary to ensure completion of the physical works within the contract period.

### 8.3.5. Project Management Board (PMB) meetings

<<Guidance note: NZTA Project Manager to consider whether a PMB is required for the construction phase of the project and the frequency and duration of the PMB meetings so that the Consultant can allow for such meetings in their tender price>>

The Consultant shall organise for Client, Consultant and Contractor senior representatives to attend an inception partnering meeting and further Project Management Board (PMB) meetings nominally every other month to manage the successful delivery of the contract by establishing good working relationships through a mutually agreed strategy of commitment, cooperation and communication. The PMB will monitor the health of the contract and take any necessary steps to ensure the overall performance goals of the Partnering Charter are met, and risks are under appropriate management to ensure contractual requirements are met.

The PMB shall not take any action on contractual matters that are the responsibility of the Consultant. The focus of PMB discussions should be on managing relationships and behaviours and the PMB must not interfere with contract terms or contractual requirements of the Contractor.

### 8.3.6. Quality Management

The Consultant shall follow the QMP that was developed in accordance with [Z01](#) to provide assurance that contracted works conform to specified requirements.

This will include the following activities and responsibilities:

1. Issuing instructions and information to support the drawings, specifications and supplier instructions, as may reasonably be required by the Contractor.
2. Use reasonable endeavours so that designs take into account physical site constraints, so they do not compromise the performance attributes of the installation.
3. Review the Contractor's Contract Plan (and associated management plans), and updates thereto, to ensure these all comply with the relevant the Client's minimum standards plus any specific requirements necessary in the particular circumstances.
4. Continuous review of and response to the Contractor's Quality File (including the agreed Inspection and Testing Schedule (ITS)) to enable collaborative discussions with the Contractor (and Client) leading to informed, proactive decision making on site.
5. Where inspection or review of quality records reveals non-compliance, advising the Client on the need for additional visits, sampling and testing required to further check the Works.

6. Advice to Client and decisions in relation to non-conforming intermediate and final deliverables.
7. Providing as part of every inspection (when necessary) written instructions to the Contractor indicating what action needs to be taken and providing a copy to the Client.
8. Ensuring all visits are well documented and the documentation is kept available for viewing by the Client.
9. Implementing a Random Verification Testing (RVT) Schedule.
  - Directly following the award of the Construction Contract, the Consultant shall prepare, and submit for Client acceptance, a schedule of (RVT), based on the tendered schedule. The testing shall be designed and programmed specifically for the type of work being undertaken, the history/experience/previous performance of the Contractor involved, and to optimise the Client's funding in this work. This testing programme relates to the testing of materials, not of general compliance testing such as checking tolerances with string lines, compaction with nuclear densometer, etc. The Consultant shall discuss the proposed RVT with the Client and Contractor, and, on acceptance, implement it in accordance with the above requirements.
  - The Consultant shall carry out random sample taking for lab tests, sampling and testing during normal visits to the work site. All laboratory and specialist testing, where appropriate, shall be carried out by an IANZ registered laboratory.
10. Certify specified physical works in accordance with [Minimum Standard Z08](#) and the contract specification.
11. A detailed inspection of the entire project with the Client and Network Management Consultant prior to the issue of the *Practical Completion Certificate* and prior to expiry of the Defects Notification Period. Particular attention shall be paid to:
  - The sealed surface,
  - Drainage and sediment runoff control facilities,
  - Standard of pavement marking,
  - Condition and reflectivity of highway furniture,
  - Road safety barrier installations, including transitions and connections with bridge side protection,
  - Shear bases and other frangible devices.

### **8.3.7. Traffic Management and Safety**

The Consultant shall use reasonable endeavours so that:

1. Traffic management is monitored on every relevant site visit. In addition to other site visits, random weekend visits (at least monthly) shall be made to observe traffic management;
2. Prompt instructions are issued to the Contractor as may be necessary to ensure the safety of road users;
3. On each site visit, site safety practices are monitored to ensure that:
  - The Contractor complies with the Health and Safety Method Statement.
  - Health and Safety systems observed in practice are appropriate in the circumstances.
4. The Consultant shall, where appropriate, issue Non-Compliance Notices to the Contractor in respect of unsatisfactory traffic management and site safety.

### 8.3.8. Consultation / Liaison

The Consultant shall evaluate the consultation undertaken during the Pre-Implementation phase and work with the Client's Communications and Engagement team representative to help develop and approve the Contractor's draft Environmental & Social Management Plan (ESMP) and Community and Stakeholder Engagement Plan (CSEMP), in order to provide guidance for the Contractor's communications and engagement staff in the implementation phase. The Consultant shall be responsible for:

1. Consulting with the Client's Transport Property Team to approve all contact with directly affected (where land has been taken) property owners/parties on matters relating to the physical works and confirming contract obligations that have been included in the Construction Contract for any mitigation works on owners land. Examples include altering access ways, fencing, drainage works, noise bunds etc.;
2. Consulting with the Client's Transport Property Team for advice on dealing with owners where no land has been taken but who are affected by the works, for example changes to access locations, removal of signage or dust emissions etc.;
3. Consulting with the Property Team when side agreements between the contractor and a third party owner are being contemplated
4. Requesting the Client's Property Acquisition Agent, following confirmation from the Client's Transport Property team, meet on site to:
  - Point out fixed boundaries where land has been taken under section 23 of the Public Works Act 1981 (these boundaries are absolute);
  - Liaise with owners as necessary to agree boundaries where land has been taken by agreement and where working boundaries may differ from permanent post construction boundaries;
  - Identify for the Project Manager and contractor the location of any 'under/over' agreements as there is a degree of flexibility in these agreements for the location of final boundaries;
5. Co-ordinating and facilitating the relocation of affected utility services, (including Land Information New Zealand (LINZ) survey marks) so that location of those services complies with the Client's standard for hazard management and ensuring satisfactory liaison takes place with and between Network Utility Operators, including provision of consents where required; and
6. Liaising with the Client's Network Outcomes Contractor during the contract period. Liaison will be required at least weekly and in some cases on a daily basis in order to allow the Maintenance Contract Manager to include the Project in daily reports on road condition to national and local radio traffic information services. Liaison will include notification of the acceptance of the Construction Contract tender, the exact location in terms of Route Position, and of any matter affecting the operation of the highway, such as delays to traffic caused by construction. <<Guidance note. Contractor and Consultant to confirm timeframe of liaison if current timeframe is not required >>
7. Liaising with the Client's Regional Bridge Consultant in preparation and verifications of Bridge Data System Update Sheets.
8. Ensuring all agreements/protocols agreed with mana whenua/tangata whenua are complied with.
9. Ensuring the contractor submits a Community and Stakeholder Engagement Plan (CSEMP) and Māori Engagement Plan to the Client detailing their approach to engagement, construction notifications and customer service standards in accordance with the [Public Engagement Guidelines for State Highways projects 2016](#) and [Z/17 Branding and Communications](#). Subsequently the Consultant shall oversee and ensure that all community engagement activities and resources created by the Contractor are approved in advance by the Client's Communications and Engagement team representative.
10. Liaising with the Client's subject matter experts in environmental, sustainability in the preparation and delivery of CSEMPs consistent with [Z/19](#) and [P47](#).



11. Ensuring consultation is undertaken with any relevant parties required as part of an application for any Statutory approval.
12. Maintaining and updating the information in the Stakeholder Relationship Management System.

## 8.4. Documentation

### 8.4.1. As-built drawings

The Consultant shall supply digital electronic files of As-Built records of all changes made to the State highway network, and associated works, under this contract. The format used should be in accordance with [Delivery of As-built Documentation \(PSG/9\)](#).

### 8.4.2. Road Construction Information Forms

The Consultant shall supply completed [Road Construction Information Forms \(PSF/3b\)](#), which reflect the completed project works.

### 8.4.3. RAMM Data Updates

The Consultant shall supply completed *RAMM data updates*, which reflect the completed project works, to the Client's Project Manager and the Client's Network Outcomes Contract Manager.

### 8.4.4. Highway Structures Information Management System Update Sheets

The Consultant shall ensure any updates to structures, including geotechnical structures, is recorded by completing both Structural and Descriptive Input Forms in accordance with the Client's *Highway Structures Information Management System (HSIMS) User Guides* (refer the Client's website) and that they are provided to the Client's Project Manager and the Client's Structures Management Consultant.

<<Guidance note: include the following clauses if alternative bridge or other structure>>

Where through tender evaluation an alternative tender is accepted that includes alternative bridge and/or other structures design, the Consultant shall ensure that the designer of those alternative structures provide any new or updates to structures, including geotechnical structures, by completing both Structural and Descriptive Input Forms in accordance with the Client's Highway Structures Information Management System (HSIMS) User Guides (refer the Client's website) and that they are provided to the Client's Project Manager and the Client's Structures Management Consultant.

The Consultant shall ensure that an agreement to this effect is signed and bound into the final Contract.

### 8.4.5. Construction Review Certificates

Where required by the Highway Structures Design Guide, the Consultant shall provide the appropriate construction review certificates with the handover documentation.

### 8.4.6. Asset Owner's Manual

The Consultant shall develop the Asset Owner's Manual for the project, in accordance with the Client's [Minimum Standard Z/15 - Asset Owner's Manual](#), and deliver it to the Client in accordance with Schedule 2 Programme for Deliverables and with regard to the expectations of the [Capital Project Handover Checklist \(form PSF/3g\)](#).

### 8.4.7. Final Construction Report

Completed per the requirements set out in Contract Management, clause 4.6.5.

## 8.5. Property Requirements

### 8.5.1. Construction

The Consultant shall ensure the Contractor satisfactorily completes works included within the Construction Contract, required to fulfil all property acquisition agreements.

If the Consultant trespasses on any land not owned by the Client, then they will be fully liable for all remedy and associated costs.

The Consultant shall liaise with the affected landowners with respect to the works and be responsible for relaying all landowner related issues to the Client's Transport Property team to ensure that the Client is aware of all property-related matters. These issues may affect the property acquisition agreement and the Consultant must ensure all such issues are addressed to ensure compliance with the property acquisition agreements.

The Client's Property Acquisition Agent shall, at the completion of the works, obtain the agreement of the landowner wherever possible that all required works have been completed as detailed in the property acquisition agreement.

The Consultant shall complete or arrange completion of any outstanding works as detailed in the property acquisition agreements.

### 8.5.2. Land Use Plan Updates

The Consultant will provide the Client's Transport Property team with all of the relevant information as outlined in the Land Use Guidance Note, in particular the minimum mapping layers based on the Client's geospatial standards and protocols. The Client's Transport Property team will then progressively update the preliminary Land Use Plan as outlined in the Land Use Guidance Note.

The Land Use document will provide a schedule of the proposed land use for every parcel, be it retained for operation of the road, future use requirements, easements, land to be disposed of etc.

The final boundaries shall be rationalised to avoid small severances of land and keep within District Plan Lot requirements. The resulting plan shall be in sufficient detail to allow the property purchase agreements to be finalised.

### 8.5.3. Legalisation Survey

The Consultant shall provide the Client's Transport Property team (throughout the contract and on a minimum monthly basis) with all information required to complete the Land Use process (as outlined under the Land Use Guidance Note).

The Consultant shall be responsible for ensuring a full site induction of the Client's Transport Property appointed survey sub-contractor. This must be done a minimum three months prior to practical completion.

The Consultant is responsible for ensuring access is provided to the site so that the cadastral survey work is completed prior to practical completion (this is to be completed on a staged basis).

The Client's Transport Property team will engage the survey sub-contractors directly based on the finalised and approved Land Use document.

## 8.6. Road Safety Audit

The Client will separately arrange for an independent Post-Construction Stage Road Safety Audit in accordance with the Clients *Road Safety Audit Procedures for Projects – Guideline (Interim release May 2013)*. Road Safety Auditors will be appointed separately by the Client. The Consultant shall comply with the Audit Process requirement expected of the "Designer" including the provision of project information, attending briefing and exit meetings, providing comments on the Audit Report when requested by the

Client, and ensuring the implementation of any resulting physical works requested by the Client to be included on the list of omissions and defects as appropriate.

The implementation of any other physical works deemed by the Client to be necessary and that are outside the scope of the construction works at Practical Completion, shall be treated as a variation. The Consultant shall include comments on the economic viability of any audit recommendations that are considered to be scope changes to the original design for tendering of the construction works.

Prior to the issue of Practical Completion, a post construction safety audit must be completed by the Consultant and the Principal's Road Safety Audit team. The Contractor must endeavour to complete work instructed as a consequence of a post construction safety audit as soon as possible. Any instructed work associated with an identified serious or significant audit classification is to be rectified within 10 working days of receipt of the instruction. Where any such work cannot be completed within the 10 working days, the Contractor must immediately seek agreement from the Consultant for the timing of this work. Where work cannot be completed within 10 days then consideration must be given to completing appropriate temporary mitigation works until the work is undertaken.

## 8.7. Temporary detours

[Insert paragraphs]

## 8.8. [Other]

[Insert paragraphs]

draft

## 9. Implementation – Principal’s Adviser

<<Guidance note: This section is to be used for the surveillance of design and construct contracts. >>

The Consultant shall carry out the construction phase in accordance with this section.

It is to be noted by the Consultant that the proposed delivery contract for the works is Design and Construct. Under this form of contract, the Services to be provided are different in nature to those provided under a Traditional form of contract. The key objective of the Consultant’s role is to monitor design development and the progression of construction of the works to ensure compliance with the Contract.

### 9.1. Client’s objectives

The Consultant shall act consistently with and use its best endeavours to achieve the Client’s objectives and success criteria defined below.

Achievement of these objectives and success criteria will be a significant element in the performance evaluation for the Consultant.

The Client’s broad objectives for the delivery of Principal’s Adviser services by the Consultant are that:

1. The Consultant accepts ownership and accountability for achieving a successful outcome;
2. The construction deliverables are fully in accordance with the Principal’s Requirements (scope and quality); and
3. Construction meets safety, quality, time and cost objectives; and
4. The design risk is retained by the Contractor and not inadvertently transferred the Client.

In order to achieve these objectives, the performance of the Consultant shall satisfy the following success criteria:

1. Accept a high level of “ownership” of the project and demonstrate commitment to achieve the specified objectives.
2. Identify and mitigate threats to the Client’s reputation.
3. Identify threats to construction quality and programme and pro-actively promote mitigation.
4. Identify threats to the Client’s long-term asset preservation and operational interests and pro-actively promote mitigation.
5. Identify opportunities to add significant value by exceeding the Principal’s Requirements at the Client’s cost.
6. Engage meaningfully as treaty partners with tangata whenua with regard to both process and outcomes;
7. Identify opportunities to pro-actively manage and deliver positive environmental, economic, cultural and social outcomes.
8. Use reasonable endeavours for quality compliance.
9. Deliver a “No Surprises” approach.
10. Optimise the Client’s involvement in administrative, technical and contractual issues.
11. Deliver a cost-effective outcome with respect to Principal’s Adviser inputs.
12. Ensure that the Principal’s Adviser’s site personnel are accessible to the Client at all times.
13. Provide timely and accurate conformance with reporting and administrative requirements as defined in the *Contract Management* section of this Contract Scope.

## 9.2. Tender administration and evaluation

### 9.2.1. General

Following approval to proceed with the Principal's Adviser (Implementation) phase of the project works, the Consultant shall:

1. Complete and submit to the Client for approval, *Appendix II Request for approval to proceed to engage a contractor* of the Client's [Contract Procedures Manual \(SM021\)](#);
2. Prepare the RFT documents;
3. Provide the Client's Procurement Officer with the wording for the Advertisement on the Government Electronic Tendering System (GETS) and the RFT documents, with associated supplementary documentation being available electronically from the Consultant;
4. Close Tenders with the Client's Procurement Officer on an appropriate day and time agreed by the Client;
5. Evaluate tenderer requests for supplementary site investigations;
6. Organise and attend site visits for tenderers;
7. Issue any Notices to Tenderers and Notices to Specific Tenderer that may be required to all Tenderers and forward a copy to the Procurement Officer;
8. Respond to Departure requests from tenderers, elevating the requests to the Client as necessary;
9. Attend meetings between tenderers and stakeholders;
10. Administer and participate in the interactive tender process;
11. Review and provide feedback to tenderers on Certificate A submissions; and
12. Provide administrative and technical support to the Tender Evaluation Team.

### 9.2.2. Tender Evaluation

Following the receipt of all tenders from the Client, the Consultant shall evaluate all tenders. Tender evaluation shall include:

1. Evaluation of tenders (including valuation and assessment of alternative and conditional tenders) in accordance with the Client's *Procurement Manual*, with the basis of evaluation included in the tender documents and the Client's *Contract Procedures Manual*. [The Consultant will provide at least one Tender Evaluation Team member who holds the National Certificate - Infrastructure Civil Engineering \(Procurement Procedures\) and/or meets the requirements to be a Qualified Evaluator as defined in clause 10.19 of the Client's Procurement Manual;](#)
2. Preparation of the tender report(s) and recommendation of a Tenderer for the contract, in accordance with the Client's *Contract Procedures Manual*. For the purpose of completing the evaluation, contractor performance reports are available from the Client and will be provided to the Consultant upon request;
3. A comparison of the recommended tender price and the Construction Estimate for the Project calculated in accordance with the Client's *Cost Estimation Manual* (SM014). If the values vary by more than  $\pm 5\%$  the Consultant shall provide comment on reasons why this may have occurred, and possible impacts on project funding.
4. Preparation of the expected and 95<sup>th</sup> percentile and for large projects a "5<sup>th</sup> percentile, Construction Estimate based on the Tender Price, in accordance with the Client's *Cost Estimation Manual* (SM014), to demonstrate that sufficient funding is held for the tender to be awarded.

### 9.2.3. Execution of Documentation

The Consultant shall, on behalf of the Client, arrange for and execute the Construction Contract in accordance with the Construction Contract and in particular shall:

1. Compile three sets of documents in accordance with the Client's *Contract Procedures Manual* to be distributed in accordance with the Construction Contract.
2. Arrange for the signing of the Construction Contract in accordance with the Client's *Contract Procedures Manual*. The signing or initialling of all pages in the document **is not required**.
3. Provide a fourth set of Construction Contract (bound with the Contractor's Tender) to the Client as a working set.

The original set of signed physical works documents will be held by the Client. These documents shall be returned to the Procurement officer to be held in secure storage for use in the event that arbitration is necessary on the contract.

## 9.3. Management and surveillance

### 9.3.1. General

The Consultant shall manage and monitor the performance of the Physical Works by carrying out the duties required by the Construction Contract and observing, verifying, and checking high risk and/or high cost aspects of the Contract Works for compliance with the Construction Contract.

The Consultant shall provide the equivalent of [two full time] site personnel for the duration of the Contract Works, with additional site presence during critical construction elements and additional specialist technical assistance as required.

The Consultant shall monitor and review the performance of the Contractor by observing and checking the Physical Works for compliance with the Contract.

The Consultant shall regularly review the Inspection and Testing Schedule data and contract documentation held by the Contractor on the secure website or "cloud" based storage and retrieval system (in accordance with [Minimum Standard Z08](#)) and respond as required, to ensure the resulting physical works are in compliance with the Contract.

Non-Conformances observed or measured in the Physical works by the Contractor or Consultant shall be responded to proactively and effectively by both the Contractor and Consultant, so that the resulting physical works are in compliance with the Contract.

The Consultant shall meet regularly with the Contractor. The Consultant's recording of meetings shall include evidence of required actions and resulting agreed responses. Meeting Records shall be retained on the Quality File.

Where the performance of the Contractor, or the nature of the site, or the complexity of the works being undertaken, vary significantly from the position anticipated by the level of surveillance defined, or where a formal dispute arises requiring significant inputs to resolve or move into a formal dispute resolution process, such extra services thereby required shall be "Additional Services" and will qualify the Consultant for additional payment at the rates tendered in the Additional Services Schedule.

Only suitably qualified and experienced staff with a record of effective performance shall be appointed to fulfil the roles of:

- [Project Management Board member](#)
- Engineer's Representative(s). <<Guidance note: may want to specify our minimum Principals' Agent Accreditation level as well>>.
- Site Supervisor(s).

The Consultant shall respond to the Contractor within the time constraints required in the Construction Contract and carry out all other duties required by the Construction Contract.

The Consultants surveillance activities shall be designed to complement any Quality Assurance activities completed by the Contractor and the Contractor's Designer.

### **9.3.2. Contract Management and Administration**

The Consultant shall use reasonable endeavours so that:

1. Following the completion of the Contractor's Design, the Network Outcomes Contractor is provided with a copy of the Contract including the design drawings, notification of the date of possession of site and the contract completion date. Any change to the contract completion date shall be notified immediately to the Network Outcomes Contractor;
2. All appropriate Service Authorities/Network Utility Service Operators and Utility Service Providers are advised of the award of the construction contract;
3. Where applicable, the necessary arrangements for services work procured by the Client fit in with the construction programme;
4. Any residual property or consent issues for which the Consultant is responsible are resolved in a timely manner to avoid delay to possession of site by the Contractor;
5. All the Insurances required of the Contractor are effected and remain in full force over the contract period;
6. All bonds required to be furnished are so furnished, and notice of release of any bond, or recoveries under any bond, are duly actioned;
7. The Contractor fulfils the requirements of all relevant Acts, Regulations, and Bylaws, and that property agreements, consents, and permits are complied with in full. Without limitation this shall include the following:
  - [Resource Management Act 1991](#).
  - [Health and Safety at Work Act 2015](#).
  - [Building Act 2004](#).
  - [Construction Contracts Amendment Act 2015](#).
  - [Public Works Act 1981](#).
  - [Land Transport Management Act 2003](#)
  - [Contract and Commercial Law Act 2017](#)
  - [Climate Change Response Act 2002 \(Zero Carbon Amendment Act 2019\)](#)
8. The Contractor monitors the stipulated conditions statutory approvals in accordance with the Client's Consent Compliance Management System (CS-VUE) to the extent that compliance with these conditions is within the scope of the Construction Contract;
9. The Contractor develops and implements robust Management Plans and Mitigation Plans as required by the Construction Contract and the conditions statutory approvals;
10. The Contractor completes pre-construction baseline environmental monitoring and building inspections, in accordance with the Construction Contract and the conditions of statutory approvals;
11. The Contractor's Design complies with the Principal's Requirements and does not create undesirable maintenance legacies. This is not intended to include undertaking technical analysis or design verification. Confirmation may be sought from the Contractor that a particular aspect of the design has been considered by the Designer and/or reviewed by the Checker;

12. Opportunities to add significant value by exceeding the Principal's Requirements at the Client's cost are identified and discussed with the Client;
13. The Client is notified if the Consultant considers any aspect of the Contract Works has not been subject to an appropriate Design and Check process;
14. The Contractor submits correctly completed Producer Statements, Consultation Certificates, Accommodation Works Certificates and Road Safety Audit Certificates, in accordance with the Construction Contract;
15. Timely and thorough assessments and recommended responses to any post tender requests by the Contractor to vary contract requirements;
16. Price variations are requested from the Contractor where necessary and then evaluated and discussed with the Client prior to additional work being instructed;
17. The Contractor's claims for payment are verified and certified in accordance with the Construction Contract and Client procedures;
  - The Contract requires the Client to make payment to the Contractor within 17 working days of the date of the certificate of the contractor's claim for payment. The Consultant must certify the progress payment within 12 working days of the date of receipt of the Contractor's claim.
  - The Client generally only makes payments on the fifth and twentieth day of each month. Claims for payment must be received by the Client to allow at least five clear working days for processing before the payment date.
  - It is the responsibility of the Consultant to arrange the certification of all progress payments, and forward them to the Client, in such a manner as to avoid the possibility of claims for interest due to late payment. The Consultant must not certify payments that exceed the approved contract budget without previously obtaining the Client's approval. The request shall be detailed on the form [PSF/4b Request for Extension of Contract Budget - Physical Works](#) and forwarded to the Client as soon as the Consultant is aware that the budget may be over-expended.
  - The Consultant shall provide certified payments attached to a Client's completed invoice cover sheet.
  - The Consultant shall ensure the requirements of the *Construction Contracts Act* are observed fully so that no prejudice to the Client arises from failure to conform thereto.
18. Assessments and recommended actions and responses in relation to all claims received from the Contractor are timely and thorough;
19. Issues related to the handling of liquidated damages are actioned in accordance with the Client's [Minimum Standard Z/14 - Liquidated Damages](#);
20. A copy of all [Notices to Contractor \(PSF/4d\)](#) and notes to justify variation(s) are provided to the Client expeditiously;
21. [Road Construction Information Forms \(PSF/3b\)](#) are completed and are delivered, to the Client, together with the copy of the Practical Completion Certificate;
22. Each of the Practical Completion Certificate, Final Completion Certificate, Final Payment Schedule Certificate and other certificates required under the Construction Contract are properly certified and promptly issued with copies forwarded to the Client;
23. Before issuing a Practical Completion Certificate, the Client is advised that this Certificate is about to be issued and ensure that the Client is able to comply with the five working days timeframe in the Construction Contract. Where the Consultant agrees to issue a Practical Completion Certificate but for whatever reason recommends to the Client that the Contractor's Bond not be released at this time, such reasons should be set out in a letter to the Client;



24. Though not a requirement of the Construction Contract, the process in relation to the release of any bond in lieu of retention shall follow a similar process to that in clause (24) above;
25. Within two weeks of the Contractor requesting the issue of the Practical Completion Certificate, the Consultant shall organise a site inspection with the Client and Network Outcomes Contractor to prepare a defects and omissions list and agree maintenance responsibilities during the Defects Notification Period;
26. A final Handover Inspection of the Physical Works is arranged with the Client and Network Outcomes Contractor for a minimum of two weeks prior to the programmed end date of the Defects Notification Period. All deficiencies identified by the Client shall be notified to the Contractor and the Client advised on completion. The Consultant shall not issue the Final Completion Certificate until all defects listed by the Client have been addressed;
27. The Contractor completes post-construction environmental monitoring and building inspections, in accordance with the Construction Contract and the conditions of statutory approvals;
28. The Contractor completes the Asset Owner's Manual in accordance with the Client's [Minimum Standard Z/15 - Asset Owner's Manual](#) and Final Construction Report;
29. All actions listed on the [Capital Projects Handover Checklist \(PSF/3g\)](#), have been appropriately completed; and
30. Final evaluation of the Contractor is completed and forwarded to the Client in accordance with Performance Assessment of the Contract Management scope section.

### **9.3.3. Monthly meetings**

The Consultant shall, as required, chair and/or attend with the Contractor (and Principal) physical works weekly and monthly contract meetings, including but not limited to: quality management meetings; risk management; Health & Safety management; environmental compliance.

### **9.3.4. Programme Management**

The Consultant shall be responsible for promoting progress of the works in accordance with the target completion date. This will include:

1. Reviewing construction programmes submitted by the Contractor and updates thereto;
2. Monitoring of physical works performance against the Contractor's risk adjusted programme in order to determine slippage before it compromises project completion before it compromises project completion;
3. Issuing appropriate instructions to direct improved performance and/or recovery; and
4. Prompt issue of information and instructions to the Contractor as may be necessary to ensure completion of the physical works within the contract period.

### **9.3.5. Quality Management**

The Consultant shall be responsible for ensuring that the Contractor fulfils its responsibilities in accordance with their QMP. This will include the following activities and responsibilities:

1. Review the Contractor's Contract Plan (and associated management plans and updates thereto), to ensure it complies with the relevant Client minimum standards plus any specific requirements necessary in the particular circumstances.
2. Review and accept the Designer's Construction Monitoring Plan (refer to Independent Monitoring in [Z01](#)), including detailed inspection and test plans for each work item, and updates thereto.
3. Preparation of a Consultant's Quality Management Plan covering the Consultant's separate Quality Assurance of the construction processes and deliverables in accordance with [Z01](#).

4. Ensuring all site visits are well documented and the documentation is kept available for viewing by the Client. Where actions are required, provide clear instructions to the contractor, and copy the client in.
5. A detailed inspection of the entire project with the Client and Network Outcomes Contractor prior to the issue of the Practical Completion Certificate and prior to expiry of the Defects Notification Period. Particular attention shall be paid to:
  - The sealed surface;
  - Drainage and sediment runoff control facilities;
  - Standard of pavement marking;
  - Condition and reflectivity of highway furniture;
  - Road safety barrier installations, including transitions and connections with bridge side protection;
  - Light column shear bases and other frangible devices;
  - Any other matters affecting road safety, such as roadside feather edges and berms;
  - Any ongoing operational risks arising from the project that need to continue to be managed;
  - Identification of assets that require maintenance and confirm how these are to be safely maintained;
  - Identification of any geotechnical instrumentation, its location and type;

#### **9.3.6. Traffic Management and Safety**

The Consultant shall use reasonable endeavours so that:

1. Traffic management is monitored on every relevant site visit. In addition to other site visits, random weekend visits (at least monthly) shall be made to observe traffic management;
2. Prompt instructions are issued to the Contractor as may be necessary to ensure the safety of road users;
3. The Client is advised of the Engineer's Representative responsible for the acceptance and monitoring of the Contractor's Traffic Management Plan. Where the Client notifies the Consultant on two separate occasions that the standard of traffic control or the condition of traffic ways do not meet the Client's standards, the Consultant may be required to appoint a new Engineer's Representative in accordance with the Contract; and
4. On each site visit, site safety practices are monitored to ensure that:
  - The Contractor complies with the Health and Safety Method Statement.
  - Health and Safety systems observed in practice are appropriate in the circumstances.
5. Where appropriate, Non-Compliance Notices are issued to the Contractor in respect of unsatisfactory traffic management and site safety.

#### **9.3.7. Social and Environmental Management**

The Consultant shall:

1. Ensure the Contractor takes all reasonable measures to meet the project's Sustainability, Social and Environmental Management requirements by preparing, maintaining and implementing Sustainability, Social and Environmental Mitigation Plans, applies sustainability rating tool requirements, achieves resource efficiency targets, and prepares, monitors and implements a

Contractor's Social and Environmental Management Plan (CSEMP) in accordance with the Client's *Minimum Standard Z/19 –Social and Environmental Management*; the [Public Engagement Guidelines for State Highways \(2016\)](#) and [Z/17 Branding and Communications](#).

2. Make visits to the site to monitor and report on compliance with statutory approvals and other requirements contained within the Contractor's CSEMP.

### **9.3.8. Consultation / Liaison**

The Consultant shall be responsible for ensuring that the Contractor:

1. Consults with the Client's Transport Property Team to approve all contact with directly affected (where land has been taken) property owners/parties on matters relating to the physical works and confirming contract obligations that have been included in the Construction Contract for any mitigation works on owners land. Examples include altering access ways, fencing, drainage works, noise bunds etc.;
2. Consults with the Client's Transport Property Team for advice on dealing with owners where no land has been taken but who are affected by the works, for example changes to access locations, removal of signage or dust emissions etc.;
3. Consults with the Property Team when side agreements between the contractor and a third party owner are being contemplated
4. Consults with the relevant local authorities regarding the design, construction and hand over of local roads and assets other than state highways;
5. Consults with the relevant local and regional authorities regarding the impacts of construction and mitigation of such impacts where required by the Construction Contract;
6. Requests the Client's Property Acquisition Agent, following confirmation from the Client's Transport Property team, meet on site to:
  - Point out fixed boundaries where land has been taken under section 23 of the Public Works Act 1981 (these boundaries are absolute);
  - Liaise with owners as necessary to agree boundaries where land has been taken by agreement and where working boundaries may differ from permanent post construction boundaries;
7. Identify for the Project Manager and contractor the location of any 'under/over' agreements as there is a degree of flexibility in these agreements for the location of final boundaries;
8. Co-ordinates and facilitates the relocation of affected utility services, (including Land Information New Zealand (LINZ) survey marks) so that location of those services complies with the Client's standard for hazard management and ensuring satisfactory liaison takes place with and between Network Utility Operators, including provision of consents where required;
9. Liaises with the Network Outcomes Contractor during the contract period. Liaison will be required at least weekly and in some cases on a daily basis in order to allow the Maintenance Contract Manager to include the Project in daily reports on road condition to national and local radio traffic information services. Liaison will include notification of the acceptance of the Construction Contract tender, the exact location in terms of Route Position, and of any matter affecting the operation of the highway, such as delays to traffic caused by construction;
10. Liaises with the Client's Regional Bridge Consultant in preparation and verifications of Bridge Data System Update Sheets;
11. Complies with all agreements/protocols agreed with mana whenua/tangata whenua; and
12. Submits a Community and Stakeholder Engagement Plan (CSEMP) and Māori Engagement Plan to the Client detailing their approach to engagement, construction notifications and customer service standards in accordance with the [Public Engagement Guidelines for State Highways projects 2016](#)

and [Z/17 Branding and Communications](#). Subsequently the Consultant shall oversee and ensure that all community engagement activities and resources created by the Contractor are approved in advance by the Client's Communications and Engagement team representative.

13. Maintains and updates the information in the Stakeholder Relationship Management System.

#### **9.3.9. Risk Management**

The Consultant shall ensure that the Contractor manages risk on the contract in accordance with the Client's [Minimum Standard Z/44 – Risk Management](#).

#### **9.3.10. Other Client Obligations**

The Consultant shall monitor the Client's compliance with its obligations other than consent conditions, where such obligations lie beyond the scope of the Construction Contract, to ensure that the Client complies in full with those obligations.

### **9.4. Documentation**

#### **9.4.1. As-built drawings**

The Consultant shall ensure the Contractor supplies digital electronic files of As-Built records of all changes made to the State highway network, and associated works, under this contract. The format used should be in accordance with *Delivery of As-built Documentation* (PSG/9).

#### **9.4.2. Road Construction Information Forms**

The Consultant shall ensure the Contractor supplies completed [Road Construction Information Forms \(PSF/3b\)](#), which reflect the completed project works.

#### **9.4.3. RAMM Data Update**

The Consultant shall ensure the Contractor supplies completed *RAMM data updates* which reflect the completed project works to the Client's Project Manager, the Client's Network Outcomes Contract Manager, and the Client's Asset Data Management Team

#### **9.4.4. Highway Structures Information Management System Update Sheets**

The Consultant shall ensure the Contractor records any updates to structures, including geotechnical structures, by completing both Structural and Descriptive Input Forms in accordance with the Client's Highway Structures Information Management System (HSIMS) User Guides (refer the Client's website) and that they are provided to the Client's Project Manager and the Client's Structures Management Consultant.

#### **9.4.5. Construction Review Certificates**

Where required by the Highway Structures Design Guide, the Consultant shall ensure the Contractor provides appropriate construction review certificates with the handover documentation.

#### **9.4.6. Asset Owner's Manual**

The Consultant shall ensure the Contractor develops the Asset Owner's Manual for the project, in accordance with the Client's [Minimum Standard Z/15 - Asset Owner's Manual](#), and deliver it to the Client in accordance with the Project Deliverables and with regard to the expectations of the [Capital Project Handover Checklist \(form PSF/3g\)](#).

## 9.5. Property requirements

### 9.5.1. Construction

The Consultant shall ensure the Contractor satisfactorily completes works included within the Construction Contract, required to fulfil all property acquisition agreements.

If the Consultant or Contractor trespasses on any land not owned by the Client, then they will be fully liable for all remedy and associated costs.

The Consultant shall liaise with the affected landowners with respect to the works and be responsible for relaying all landowner related issues to the Client's Transport Property team to ensure that the Client is aware of all property-related matters. These issues may affect the property acquisition agreement and the Consultant must ensure all such issues are addressed to ensure compliance with the property acquisition agreements.

The Client's Property Acquisition Agent shall, at the completion of the works, obtain the agreement of the landowner wherever possible that all required works have been completed as detailed in the property acquisition agreement.

The Consultant shall complete or arrange completion of any outstanding works as detailed in the property acquisition agreements.

### 9.5.2. Land Use Plan Updates

The Consultant will provide the Client's Transport Property team with all of the relevant information as outlined in the Land Use Guidance Note, in particular the minimum mapping layers based on the Client's geospatial standards and protocols. The Client's Transport Property team will then progressively update the preliminary Land Use Plan as outlined in the Land Use Guidance Note.

The Land Use document will provide a schedule of the proposed land use for every parcel, be it retained for operation of the road, future use requirements, easements, land to be disposed of etc.

The final boundaries shall be rationalised to avoid small severances of land and keep within District Plan Lot requirements. The resulting plan shall be in sufficient detail to allow the land purchase agreements to be finalised.

### 9.5.3. Legalisation Survey

The Consultant shall provide the Client's Transport Property team (throughout the contract and on a minimum monthly basis) with all information required to complete the Land Use process (as outlined under the Land Use Guidance Note).

The Consultant shall be responsible for ensuring a full site induction of the Client's Transport Property appointed survey sub-contractor. This must be done a minimum three months prior to practical completion.

The Consultant is responsible for ensuring access is provided to the site so that the cadastral survey work is completed prior to practical completion (this is to be completed on a staged basis).

The Client's Transport Property team will engage the survey sub-contractors directly based on the finalised and approved Land Use document.

## 9.6. Road Safety Audit

The Client may separately arrange for an independent Post-Construction Stage Road Safety Audit in accordance with the [Client's Road Safety Audit Procedures for Projects – Guideline \(Interim release May 2013\)](#). Road Safety Auditors will be appointed separately by the Client. The Consultant shall comply with the Audit Process requirement expected of the "Designer" including the provision of project information, attending briefing and exit meetings, providing comments on the Audit Report when requested by the

Client, and ensuring the implementation of any resulting physical works for which inclusion on the list of omissions and defects is appropriate.

The Consultant shall ensure that the Contractor:

1. Arranges for independent Detailed Design and Post-Construction Stage Road Safety Audits in accordance with the [Client's Road Safety Audit Procedures for Projects – Guideline \(Interim release May 2013\)](#);
2. Provides a Designer response to the Audit Report;
3. Implements any resulting physical works required to address safety.

Prior to the issue of Practical Completion, a post construction safety audit must be completed by the Engineer and the Client's Road Safety Audit team. The Contractor must endeavour to complete work instructed as a consequence of a post construction safety audit as soon as possible. Any instructed work associated with an identified serious or significant audit classification is to be rectified within 10 working days of receipt of the instruction. Where any such work cannot be completed within the 10 days, the Contractor must immediately seek agreement from the Engineer for the timing of this work. Where work cannot be completed within 10 days then consideration must be given to completing appropriate temporary mitigation works until the work is undertaken.

## 9.7. [Other]

[Insert paragraphs]

draft

## 10. Management of State Highway Bridges and Other Significant Highway Structures

<<Guidance note: This section comprises all standard components of the management of SH bridges and other highway structures. This section should be modified as required as the items specified in this Contract Scope will be undertaken by the Consultant. >>

The Consultant shall undertake the work associated with this contract in accordance with the Client's [\*Standard Professional Services Specification Management of State Highway Bridges and other Significant Highway Structures\*](#) which is located on the Highway Information Portal.

draft

# Appendix 1

## Minimum Requirements for the CSEMP

The Community and Stakeholder Engagement Management Plan (CSEMP) required under section 4.2.5 of the Contract Plan shall be developed with input from the Client nominated Communications and Engagement Team representative, and must be agreed and approved by the Client prior to implementation. The CSEMP shall:

### Describe the communications and engagement strategy

- Identify the purpose and objectives of the plan
- Describe the outcomes being sought
- Identify all interested and affected groups and describe the level of engagement proposed with each, using the IAP2 Spectrum of Participation
- Describe any critical social or stakeholder issues and risks for resolution, how these might affect the project and what mitigations or strategies will be employed
- Detail the consultation and stakeholder relationship management processes that will be delivered to meet the requirements of the business case or pre-implementation or consent process under the relevant legislation, and in line with the Client's [Public Engagement Guidelines](#) and the technical guidance in the [Engagement section of the HIP Portal](#)
- Detail the engagement and liaison required to meet the requirements of any Client Memoranda of Understanding (MOUs) or formal partnerships (eg with HNZPT, DOC, Kainga Ora or Council co-funding partners), as well as explain how the plan integrates with the accompanying Maori Engagement Plan (MEP) in section 4.2.6
- Detail how the CSEMP supports any relevant initiatives under the project's Broader Outcomes strategy or any other technical reports being prepared during the phase eg Social Impact Assessment or urban design
- Detail how pre-acquisition engagement with potentially affected property owners will be approached and resourced (see further detail in section 4.8.12 Landowner notifications)
- Describe how the engagement will be coordinated with the activities of other related projects and the wider regional transport programme
- Describe the strategic communications and messaging approach being taken to support the growth of social license for the project
- Detail the evaluation measures being put in place to measure the success of the plan, including reference to the ISCA Sustainability Rating tool where applicable.

### Detail resourcing and management protocols

- Describe the structure, roles and responsibilities of all Consultant and Client staff contributing to the successful delivery of the CSEMP plan
- Describe the approvals process for all communications and engagement activity prior to implementation
- Describe the media management protocols that will be applied including specifying:
  - Protocols for designated spokespeople, and a hierarchy for spokespeople if the project has multiple partners
  - Sign off and approval processes



- Minimum requirements for proactive media opportunities, and
- Protocols for reactive and crisis communications
- Note that when requested, the Consultant shall prepare for the Client's approval and action appropriate media releases. Liaison shall be undertaken with the Client's Communications and Engagement nominated team representative and Media Manager about content, timings and distribution prior to the Client's approval. A draft media release shall be available for proactive opportunities such as when key milestones are reached (e.g. prior to consultation periods/open days, lodgement and starting physical works, where applicable) and at such other times as required by the Client. The Consultant **shall not use** the release for the purpose of advertising the Consultant's company or services.
- Note that all staff must be notified that all media enquiries and social media requests must be immediately referred to the Client's Communications and Engagement nominated team representative and or the Client's Media Manager for client management. The Client will appoint a key spokesperson and they or anyone nominated within the CSMP and approved by the Client will be the only people authorised to comment to the media about the project. If the Client additionally requests that the Consultant or Contractor provides information to the media or performs a media spokesperson role they will do so.
- Highlight that all elected member representative (Local Board, Councillor, Mayor, MP and Ministerial) engagement and Official Information Act (OIA) responses must be managed and led by the Client
- Note that a senior Client representative will lead all significant events, such as the Director Regional Relationships, General Manager Transport Services, National Manager, System Design/Infrastructure Delivery or other delegated senior manager
- Detail the protocols that will ensure the safety and privacy of any stakeholder or community member records collected by the project team; appropriate customer service response times to queries; and any processes for approval of branding, advertising, award entry or conference attendance, and
- Include any other management protocols required in line with the [Z/17 Minimum Standard Branding and Communications](#).

### **Outline activities and timelines**

- Describe the communication and engagement tools and channels to be used, including how the Consultant will implement customer contact channels including for example the 0800 project phone number or respond to project emails, provide administrative support to update the SRMS (Client version of Consultation Manager), make use of relevant official Client communications channels, and provide writing and graphics content creation for communications collateral, media and website material
- Describe the intended programme and scope of stakeholder and community workshops, webinars, open days, official Ministerial Events or other type of events to support the project's engagement objectives
- Detail the requirements for and contents of the Consultation Report/s required under the contract to support this phase of the project;
  - The form, content and frequency of the Consultation Report/s shall be agreed with the Client Communications and Engagement team representative and Consenting Planner in accordance with the reporting requirements of the specific phase
  - Should include a summary of the engagement and consultation undertaken, key themes and how this was used to inform the development of the project.
- Describe the agreed cost share/role responsibilities between the Consultant and the Client's Communications and Engagement team representatives for the development, printing and delivery of

these communications and engagement activities and tools (including any videos/multimedia tools, letters, e-newsletters, newsletters, reports, flyers, advertising, workshops, landowner pre-acquisition engagement and events)

- Provide for initial meetings to be held early in the contract with Client representatives, consultants, and/or interested stakeholders or partners from the proceeding project phase as necessary, to explain the project and ensure the smooth transition from the previous phase.

The Consultant shall review and update the CSEMP as necessary during the course of each project phase (with any changes reported in the Consultant's Monthly Report) and at the beginning of each new project phase.

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