

29 August 2022

Colm Dubieniec  
[REDACTED]

Tēnā koe Colm

**Request for Information – Local Government Official Information and Meetings Act (LGOIMA) 1987**

We refer to your official information request dated 2 August 2022 for:

*“...the contract with HCC's roading department and whoever is responsible for street cleaning, emptying litter receptacles, and clearing street sumps. I am interested in the general responsibilities (and not sensitive info such as costs etc).”*

Enclosed is the Request for Tender document for street cleaning in Lower Hutt. You have said that you do not want to receive sensitive aspects of the contract and accordingly, we have redacted some material from this document under the following sections of the LGOIMA:

- Section 7(2)(a) – To protect the privacy of individuals
- Section 7(2)(b) – To protect information that could, if made available, prejudice the commercial position of the parties to the contract

You have the right to seek an investigation and review by the Ombudsman of this response. Information about how to make a complaint is available at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz) or freephone 0800 802 602.

Please note that this letter may be published on the Council's website.

Nāku noa, nā



Susan Sales  
**Senior Advisor, Official Information and Privacy**

Encl: Hutt City Street Utility Cleaning Contract 2019



**Hutt City Council**

Request for Tender

Contract No AD16-4400

Hutt City Street Utility  
Cleaning Contract

August 2019

Released under the Local Government Official Information and Meetings Act

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- L Hutt City Council Health and Safety Certification and Questionnaire
- M Performance Appraisal

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# GENERAL DIRECTIONS AND EXPLANATORY NOTES

**Tenderers must note and address the following in their tender submission:**

## **1. Contract period.**

This contract is for an initial period of three years, ending on 31 October 2022. The contract may be extended by two one-year extensions based on performance. This will be at the total discretion of the Principal.

## **2. Complexity and size of contract.**

This contract is of significant size and complex. The prime objective is to maintain a high standard of cleanliness in Hutt City to a stage where there is a very high degree of satisfaction among residents and visitors. Cleaning work includes roads, footpaths, channels (including those on road and footpath bridges), subways, cycleways and cycle lanes, service lanes, walkways, CBD and shopping areas. Sumps must be kept clear and clean to ensure they operate correctly and to minimise the potential for flooding. Litter bins shall be regularly cleared and cleaned to prevent overflow and shall be maintained to a high standard.

The Principals Estimate for the contract is **s7(2)(b)(ii)** per annum, hence for the initial three year period an estimate of **s7(2)(b)**.

## **3. Tender methodology.**

**The Tenderer should be clear in their methodology of their understanding of the extent of the network and the regularity of cyclic maintenance to keep the city at a high level of cleanliness.**

As part of their methodology the Tenderer shall also include an indicative programme of the intended cyclic maintenance sweeping/sump cleaning of the city on a suburb basis taking in to account the below. **Please note – that as a minimum Council requires that all streets in the city are visited and swept (as required to meet specification) at least every 6 weeks. Major and minor arterials within the city must be inspected every two weeks and swept as required to meet contract specifications. All sumps in the city will be inspected (at least annually) and marked with a small green paint mark on top of the sump grate and cleaned/educted where specification is not met. All sumps in our major CBD's will be inspected and cleaned/educted (as required to meet specification) every 6 months.**

The methodology must reference problem areas, high leaf fall seasonal issues, hard to get to areas (such as the Western Hills), streets with consistent high levels of parking and CBD issues, in relation to achieving a high level of cleanliness while taking into consideration restaurants, patrons, apartment dwellings and other issues: i.e. noise and car parking.

## **4. Dedicated sweepers and sump truck.**

The Contract requires a minimum of **four 100% dedicated road sweepers** (in good condition and age) and **two 100% dedicated footpath sweeper (Green Machine 636 or similar approved)** to successfully achieve the performance standards within this contract plus appropriate backup provisions. The Contract also requires at least **one 100% dedicated Educt (sumper) truck** and additional resources may be required at times, such as in the high leaf season. **The above sweepers and Educt truck shall be available 24 hours for each day of the contract.**

**Failure to supply details of the above and other plant with the tender will result in the tender being deemed as non-complying. See also General Specification Section 6.1.12 for details.**

## **5. Dedicated emergency / storm event response vehicles.**

The Contractor shall have a dedicated emergency response vehicle to respond to emergencies. This vehicle shall include traffic signs, cones, flashing lights, brooms, mops and materials to clean up spills etc.

The Contractor shall also provide a mechanical broom and front end loader for clearance of larger debris, after storms or along Marine Drive.

**The Contractor is expected to have sufficient resources available to ensure performance is met citywide within two weeks of a major storm event. Cleaning up after storm events is considered part of the routine works required under this contract. Storm events are not considered extraordinary events and the performance standards within this contract will continue to apply.**

#### **6. Eastern Bays Marine Drive.**

The Contractor shall note that sand and debris washing on to Marine Drive along the Eastern Bays is a regular occurrence even in relatively small storm or tidal events. During any storm or tidal event the Contractor is required to attend and stay on site to keep the road safe and open until such time as the sea subsides. There is also a problem in this area with birds breaking shell fish on the shared footpath / cycleway that requires regular cleaning. All of this work is considered routine work and the Contractor shall allow for such in their contract price.

#### **7. Waione St Bridge.**

Another area that requires regular cleaning is the footpath on the Waione Street road bridge over the Hutt River which is popular with fisherman. Regular cleaning, washing and deodorising are required in this area as part of the Contractors routine maintenance works.

#### **8. Plant and personnel details.**

The Contractor shall include details of the road sweeper, footpath sweeper and Educt trucks that will be dedicated to the contract, including the type, age and registration numbers, at the time of tender. **Failure to include a list of the above plant at the time of tender will deem the tender to be non-compliant.** The Council may also wish to view this plant at the time of tender.

The Contractor shall also provide details of the personnel proposed for the contract as part of their tender attribute information. This shall include the number of staff that shall be dedicated to particular aspects of the contract works and their experience and qualifications related to the work. Plant and personnel submitted for this contract, including subcontractors, shall not be changed without the approval of the Principal.

The Contractor that is awarded the contract will be contractually obligated to supply the plant and labour items as specified within their tender to fulfil the contract and failure to do so may be treated as default on the contract.

#### **9. Programming and Contractor Plans**

Programming, reporting, Quality Plans, Health and Safety Plans, and Environmental Plans are key aspects of this contract to ensure the city is maintained to a high standard and that the work is carried out in a safe and efficient manner in order to meet the contract obligations, including the specified performance standards, Council and Statutory requirements.

#### **10. Contractor availability.**

Emergency response and the following up of complaints are also key aspects of this contract. **The Contractor shall be contactable at all times. This includes the provision (at all times) outside normal working hours of a telephone suitably manned to provide prompt, courteous and efficient response to enquiries and or instructions received.**

#### **11. Partnering**

The Hutt City Council believes strongly that the maximum value and benefits will be delivered to contract partners when a partnering philosophy is adopted. The Contractor, and any applicable subcontractors, shall attend meetings as requested by the Principal for the purpose of reviewing the progress and quality of the

contract. Council and Contractor representatives for this contract shall meet fortnightly to discuss contract matters, including programming and performance.

## **12. Quality Assurance System.**

The need to clearly demonstrate that the Contractor has in place, at the time of tendering, a Quality Assurance System as specified in Clause 6.7 of the General Specification.

## **13. Health and Safety**

The need to fully demonstrate, within the Contractor's attributes, the Tenderer's knowledge of Health and Safety requirements and the Tenderer's track record in this regard. See also requirements in Clause 6.7 of the General Specification.

Please note the consequences to the Tenderer for failing to provide full and detailed information and the strict requirement to work in full compliance with the Health and Safety in Employment Act.

## **14. Tender Price**

The tender price total is to be exclusive of GST.

## **15. Traffic Control and Traffic Management at Work Sites (Clause 6.1.5) of the General Specification)**

The need to demonstrate a clear understanding of the implications of TNZ's Code of Practice for Temporary Traffic Management on the tender price. This applies particularly to the requirements of Mobile Operations, the need for pilot and shadow vehicles and when these are, and are not, required.

## **16. Living Wage**

Hutt City Council has recently introduced a policy for directly-employed workers to be paid the Living Wage and is considering as a requirement in future contract renewals, for workers employed by contractors to also be paid the Living Wage.

**Please include in your tender response an alternative pricing schedule if Hutt City Council did require workers employed on its contracts, to be paid the Living Wage.**

## **17 RAMM and Confirm databases**

The Contractor is required to be able to access both RAMM and Confirm separately until an interface is finalized by Council. Council has a license for Confirm and can provide access to the Contractor. The Contractor will need to arrange access and a license to Council's RAMM system.

See Section 6.14 of the General Specification for details of the Contractors requirements for RAMM and Confirm.

## **18. Tender Information Requirements**

The Method of Tender Evaluation is the **Price-Quality Method**. This is a two envelope system as described in Section 2

Tenderers must submit the following information:

### ***Envelope 1***

- The attribute information as described in Section 2 in relation to:
  - Relevant Experience and Track Record
  - Management and Technical Skills, including Health and Safety (Refer to Clause 3 below) and Quality Assurance information (refer to Clause 4 below)
  - Resources and Commitments



– Methodology

(Include sub-contractor's attribute information as necessary for each attribute)

- The list of proposed Sub-Contractors (Appendix D), including names, addresses and contact phone numbers together with the work they will perform.
- The Statement of Current Commitments (Appendix E)

Three copies of the above information shall be provided in Envelope 1

Any tags or clarifications, including those related to the tender price, so that these can be evaluated prior to opening the tender prices.

**Envelope 2**

- The completed and signed Form of Tender (Appendix A)
- The completed Schedule of Prices (Appendix B)
- The list of Day works Rates (Appendix C)

Envelope 1 and 2 shall be inserted into a third common envelope clearly marked "Tender for Contract No AD16-4400 – Hutt City Street Utility Cleaning, 2019" with the name and address of the Contractor at the top right hand corner.

**18.1 Health and Safety**

The Contractor shall include the completed and signed Hutt City Council Health and Safety Certification and Questionnaire (Appendix L) and this forms part of the tender attribute for Management and Technical Skill and shall be included in Envelope 1

**18.2 Quality**

Certification evidence that the tenderer has a quality system in place that meets the requirements of ISO 9001: 2015. (In Envelope 1)

# INTRODUCTION

This Contract includes sweeping, cleaning and litter removal from roads, service lanes, channels, footpaths, walkways, cycle ways, carparks and subways within Hutt City including all CBD and commercial areas. It also includes the servicing, cleaning and maintenance of all litter bins and the cleaning of street and other amenity sumps.

This is a three year contract that may be extended by two one-year extensions based on performance.

The Principal has a quality driven approach to its maintenance and construction projects. In keeping with this philosophy, Contractors are expected to achieve the highest standard of performance on all aspects of this project.

Tenderers are asked to take particular note of the Contractor's Deliverables included in the Contract Specifications for approval by the Principal.

Contractor testing will be carried out to ensure that quality standards and specification requirements are achieved.

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# DOCUMENT STATUS

Document Status – Contract No. AD16-4400					
Rev No.	Author	Reviewer	Approved for Issue		
			Name	Signature	Date
1	s7(2)(a) (GHD)	Colin Lunn (HCC)	Colin Lunn (HCC)		

Hutt City Council  
 30 Laings Rd  
 Private Bag 31912  
 Lower Hutt  
 Phone: (04) 570 6849  
 Email: colin.lunn@huttcity.govt.nz

GHD Limited  
 Level 2,  
 215 Lambton Quay  
 Wellington  
 PO Box 1746  
 Phone: (04) 4747323  
 Email: s7(2)(a)@ghd.com

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# INFORMATION SHEET

Contract No. **AD16-4400**  
For: **Hutt City Street Utility Cleaning Contract.**  
**2019**

Tenders Close: **Friday 20 September 2019 at 4.00pm**

At the: **Hutt City Council**  
**Tender Box**  
**Customer Service Centre**  
**Ground Floor, Administration Building**  
**30 Laings Rd**  
**Lower Hutt**

## ENVELOPE 1 shall:

- ▶ **Include** all attribute information, including sub-contractors
- Include** Any tender tags and clarifications
- Include** A list of proposed sub-contractors (Appendix D)
- Include** The Statement of Current Commitments (Appendix E)
- Include** The signed health and safety 'Certification by Tenderer' and the completed and signed Hutt City Council Health and Safety Certification and Questionnaire (Appendix L).
- NOT INCLUDE** any reference to the Tender Price
- Have** the name and address of the Contractor at the top right hand corner
- Shall** be labelled "Envelope 1 – Non-Price Attributes"
- Three** copies of the tender shall be provided

## ENVELOPE 2 shall:

- Include** Form of Tender
- Include** Schedule of Prices
- Include** Schedule of Daywork Rates (Appendix C)
- Have** the name and address of the Contractor at the top right hand corner
- Shall** be labelled "Envelope 2 – Tender Price"

## ENVELOPE 3 shall:

- Include** Envelope 1 (sealed)
- Include** Envelope 2 (sealed)
- Be addressed** Tender for "Contract No AD16-4400 – Hutt City Street Utility Cleaning Contract 2019"
- Have** the name and address of the Contractor at the top right hand corner

# 1. OVERVIEW

## 1.1 Contract Arrangement

The Hutt City Council (the Principal) invites tenders for Street Utility Cleaning Contract, 2019 in accordance with this request for tender (RFT). The contract will be formed between the Principal and the Tenderer awarded the contract.

## 1.2 Project Description

This contract is for the sweeping, cleaning and litter removal from roads, service lanes, channels, footpaths, walkways, cycle ways, carparks and subways within Hutt City including all CBD and commercial areas. It also includes the servicing, cleaning and maintenance of all litter bins, the cleaning of street, CBD and other amenity sumps.

To encourage innovation and efficiency through the tender process, the Principal welcomes alternative tender proposals.

Any such offer should be forwarded as a separate proposal complete with associated tender form, alternative-tender specific methodology and resources statements, programme and other relevant information to assist in the evaluation of such alternative tenders.

Alternative tenders should be forwarded as separate proposals with envelopes clearly marked "**Alternative tender proposal for: Contract No. AD16-4400 – Hutt City Street Utility Cleaning Contract, 2019.**"

**A full evaluation of all conforming and alternative tenders will be conducted by HCC to determine the relative rankings and preferred tender.**

## 1.3 Type of Contract

This contract is a Term Maintenance contract.

### 1.3.1 Performance measures

The contract has sections, which are performance based, and sections, which are measure and value. The Contractor will be responsible for continuously monitoring the Contract work programming, obtaining acceptance of works at key hold-points and carrying out all required activities in a manner which will ensure that the service standards and response times, as set out in Sections 6 and 7 (Contract Specifications) of this Contract Specification are met.

Key Performance Indicators (K.P.I's) will be measured throughout the Contract and gauged against set achievement criteria, and from this payment deductions will be made where the performance standards or contract requirements are not met. . (Refer Clause 6.8.2) of the Contract Specification, Section 6).

Quality control is an integral part of this Contract. The cost of re-work or system failure creates cost for the Principal due to extra supervision, the need to respond to public complaints, lost time and inconvenience. The Principal places a high value on avoiding re-work. Deductions to be applied when performance standards are not met will in part recompense the Principal for these costs.

Section 6.7 of the Contract Specification outlines the Quality requirements of this Contract.

### 1.3.2 Separable Portions

There are no Separable Portions in this contract.

### 1.3.3 Variation to Value of Contract

It is possible that during the term of the contract the scope of works may vary, and the Principal may consider it necessary to transfer funds from one schedule section to another. The Principal has the right to adjust both the total budgeted spend and the allocation of spend between sections under this contract.

### 1.4 Evaluation Method

This Request for Tender (RFT) will be evaluated in accordance with Section 2 of this RFT. The method to be used for this evaluation is **Price-Quality Method**.

### 1.5 Tender Communication

All communication between the Tenderer and HCC during the tender process must be in writing, and clearly labelled with the name of the tenderer and the project details.

All tender queries shall be addressed to:

Colin Lunn  
Hutt City Council  
30 Laings Road  
Private Bag 31912  
Lower Hutt  
Phone: (04) 570 6849  
Email: colin.lunn@huttcity.govt.nz

Tenderer's queries shall be raised as soon as possible, but not later than 4 working days prior to the tender closing date.

### 1.6 Timetable

The following indicative timetable sets out the current programme for the tender process. This may change within the Conditions of this RFT without prior notice:

<b>RFT available/ issued:</b>	<b>27 August 2019</b>
<b>Tenders Closing Date:</b>	<b>Friday 20 September at 4.00pm</b>
<b>Expected Award Date:</b>	<b>3 October 2019</b>
<b>Contract Commences</b>	<b>1 December 2019</b>

## 2. CONDITIONS OF TENDERING AND EVALUATION

- ▶ The Conditions of Tendering shall be those included in NZS 3915:2005 Conditions of Contract for Building and Civil Construction (where no person is appointed to act as Engineer to the contract), and as amended in this RFT.

The following schedule replaces the NZS 3915:2005 Schedule to Conditions of Tendering (Clause numbers refer to NZS 3915:2005 Conditions of Tendering as amended in Section 2.1 below).

101.1	Interpretation	The Contract Works, the subject of this tender, are set out in Sections 1 (Overview), Section 6 (General Specification), Section 7 (Specifications) and Section 8 (Schedules). The Services are to be provided in accordance with the Contract Conditions (Section 3).
101.2	Tender Timetable	Issue RFT: <b>27 August 2019</b> Tender Close: <b>Friday 20 September 2019 at 4.00pm</b> Expected Contract award: <b>3 October 2019</b>
102.2	Tender Deposit	A Tender Deposit is not required
102.3	Tender Documents	The Tender Documents are these tender documents comprising: Introduction Document Status Overview NZS 3915:2005, modified and extended by this RFT Conditions of Tendering Conditions of Contract Basis of Payment Specifications Council Standards TNZ Standards Schedules 8.1 to 8.15 Appendix A to M Appendix A Form of Tender Appendix B Schedule of Prices Copies of NZS 3915:2005, standard Hutt City Council specifications and TNZ specifications have not been bound with this document. Tenderers requiring copies of these documents can obtain them from: NZS 3915:2005 from Standards New Zealand TNZ Standards from New Zealand Transport Agency Other standard specifications by request through the Principal to the Contract
103.1	Site Access	The site is freely accessible for tenderers to view at any time, and is generally located on public roads within Hutt City.
105.1	Tender submission	The tender closing time and date is <b>Friday 20 September 2019 at 4.00pm.</b> (a) The tender box location is:

		<p><b>Customer Service Centre</b>  <b>Hutt City Council</b>  <b>30 Laings Road</b>  <b>Lower Hutt</b></p> <p>(b) Tenders Forwarded by mail should be addressed to:  <b>Tender Box</b>  <b>Customer Service Centre</b>  <b>Hutt City Council</b>  <b>30 Laings Rd</b>  <b>Private Bag 31912</b>  <b>Lower Hutt</b></p> <p>(c) Tenders should be marked and addressed as follows:  <b>Tender for Contract No AD16-4400</b>  <b>Hutt City Street Utility Cleaning Contract, 2019</b></p> <p>The Contractor's name and address shall be marked on top right-hand corner of each envelope.</p> <p>(d) Tenders should be placed in a single outer envelope containing two inner envelopes as follows:</p> <p>Envelope 1 shall contain all non-price information and shall be clearly labelled as "Envelope 1, Non-Price Attributes". No reference to the tender price shall be made in the information included in Envelope 1.</p> <p>Envelope 2 shall contain the completed Form of Tender, Schedule of Prices and any other relevant information specifically relating to the price. It shall be clearly marked "Envelope 2, Tender Price".</p> <p>(b) Faxed tenders will not be accepted. See 105.6</p>
105.2	Tender Copies	Three copies of the tender shall be provided
105.5	Definition of overhead rates	<p>Percentage for On-site Overheads shall not be nominated (see Section 9.3.8 of the Conditions of Contract)</p> <p>Percentage for Off-site Overheads and Profit shall not be nominated (see Section 9.3.9 of the Conditions of Contract)</p> <p>Rate per Working Day shall not be nominated (see Section 9.3.10 of the Conditions of Contract).</p>
105.5	Information to be Supplied	<p>Information to be supplied with tenders includes:</p> <ul style="list-style-type: none"> <li>Contractor and subcontractors attribute information</li> <li>Completed Tender Form</li> <li>Completed Schedule of Prices</li> <li>Completed Health and Safety Certification</li> <li>Completed Health and Safety Questionnaire</li> <li>Proposed Daywork Rates</li> <li>Proposed Subcontractors</li> <li>Statement of Current Commitments</li> <li>Any tender tags or clarifications</li> <li>Non-Price attributes statements summarising the tendering company's profile and suitability to perform the contract works</li> <li>Quality System certification</li> </ul>



		Technical Information as required by the Contract Documents
105.6	Faxed tenders	Faxed Tenders will not be accepted
105.8(a)	Queries	Tenderer's queries shall be raised as soon as possible, but not later than 4 working days prior to the tender closing date.
105.8(b)	Principal's Representative	The Principal's Representative's name and contact details are: Colin Lunn Hutt City Council 30 Laings Road Private Bag 31912 Lower Hutt Phone:(04) 570 6849 Email colin.lunn@huttcity.govt.nz
105.12	Alternative Tenders	The Principal encourages alternative tenders that will add value to the contract or otherwise give benefit to the Principal or allow more efficient pricing provided alternatives offered are within the scope of these Tender Documents.  The Principal will consider alternative tenders at its sole discretion.  Tenderers will need to submit an alternative price schedule regarding the Living Wage as set out in Item 16 of the General Directions and Explanatory Notes Section of this RFT document.
105.13	Validity Period	Three months from the tender close date.

## 2.1 Amendments to Standard Conditions of Tendering

These conditions amend and supplement The Conditions of Tendering in NZS 3915:2005

### 102 Issue of documents:

Add new Clause 102.3 as follows:

The RFT documents are the property of the Principal and may not be copied or reproduced in any way without the prior written approval of the Principal or GHD Limited, except for the purpose of preparing a tender submission in response to this RFT.

Add new Clause 102.4 as follows:

The tenders submitted to the Principal in response to this RFT shall be retained by the Principal and will not be returned to tenderers.

### 105 Delete the existing Clause (Submission of tenders) and replace with:

#### 105 Tender Requirements

##### 105.1 Tender Form:

Tenders must be submitted on the Form of Tender attached to this RFT (Appendix A). The information and other items referred to in the tender form must be enclosed with the tender and (where relevant) clearly labelled as part of the tender. Tenderers may attach any other supporting documents to the completed tender form. Any attachments should be summarised in a covering letter.

##### 105.2 Tender Copies:

Please provide the number of copies of your tender as set out in the Schedule to Conditions of Tendering.

### **105.3 Joint Tenders:**

Joint tenders may be submitted provided that one of the joint tenderers is identified as the single contact point for all communications with the Principal relating to the tender. Joint tenderers shall be jointly and severally liable under this tender process and any resultant contract.

### **105.4 Lodging of Tenders:**

- a) Tenders must be received by the Principal before the closing time and date set out in the Schedule to Conditions of Tendering.
- b) Tenders must be placed in the Tender Box which will be located as set out in the Schedule to Conditions of Tendering.
- c) Tenders sent by post or courier must be sent in sufficient time to allow the tender to be placed in the Tender Box before the closing time. Tenders sent by mail must be addressed as set out in the Schedule to Conditions of Tendering. The Principal will take every care to ensure such tenders are placed in the Tender Box promptly. However, the Principal will not be responsible or liable in any way for any failure to place the tender in the Tender Box by the required time.
- d) Tenders must be placed in a sealed envelope marked and addressed as set out in the Schedule to Conditions of Tendering.

### **105.5 Tender Information:**

Tenders must include the information required by the Schedule of Conditions of Tendering.

### **105.6 Email or Facsimile Tenders:**

Tenders sent by Facsimile or email shall not be accepted.

### **105.7 Late Tenders:**

Tenderers must ensure their tender is placed in the Tender Box before the closing date and time. The Principal's policy is not to evaluate late tenders. However, the Principal does retain the right to evaluate late tenders received after the nominated closing time and before opening of the Tender Box where there is no material prejudice to other tenderers.

### **105.8 Additional Information and Clarification:**

- a) Requests for clarification or additional information should be in writing. Any requests must be made prior to the date and time set out in the Schedule to Conditions of Tendering.
- b) The Principal will issue any clarification and change to the tender by way of written amendment notice (a Notice to Tenderers or an 'NTT'). A copy of each NTT will be mailed or delivered to each person receiving the Tender Documents. All NTT's issued will become part of this tender. Requests for information or clarification that relate solely to a tenderer's proposal will be provided to a tenderer requesting the information or clarification only.
- c) All communications concerning this tender should be with the Principal's Representative only. The Principal's Representative (or any other person authorised by the Authorised Representative) is the only person authorised to make representations or explanations to tenderers as to this tender. The Principal will not be bound by any statement, written or verbal, made by any person other than the Principal's Representative.

### **105.9 Site Inspections:**

The work sites are located in public roads, accessways, carparks and service lanes. Tenderers may inspect the site without special arrangement.

### **105.10 GST:**

Tender prices should be quoted exclusive of Goods and Services Tax (GST) and in New Zealand dollars as shown in the Schedule of Prices.

#### **105.11 Tender Tags:**

Tender tags or conditions must be outlined in a covering letter and included in the tender submission. Any tags or conditions not included in the covering letter will not be considered to be a part of the tender submission and will not bind the Principal. Tenders submitted subject to significant tags, conditions, or endorsements may be considered as alternative tenders and will be evaluated by the Principal accordingly. Tenderers will be requested to remove all unacceptable tags. Refusal to remove tags may result in the tender being rejected. If the consequence of the tag is unacceptable to the Principal, the tender will be considered to be non-conforming and shall be rejected.

#### **105.12 Alternative Tenders:**

The Principal will consider alternative tenders as set out in the Schedule to Conditions of Tendering. However, the following should be carefully considered.

Any tenderers nominating alternative/innovative materials or methods shall note the extended Defects Liability Period that is to apply to all works that varies from the tender specified materials or methods.

Any alternative materials or methods shall provide for at least equivalent durability and accessibility for inspection and maintenance to that provided by the conforming materials or methods.

As set out in Item 16 of the General Directions and Explanatory Notes Section of this RFT document, "Hutt City Council has recently introduced a policy for directly-employed workers to be paid the Living Wage and is considering as a requirement in future contract renewals, for workers employed by contractors to also be paid the Living Wage.

Please include in your tender response an alternative pricing schedule if Hutt City Council did require workers employed on its contracts, be paid the Living Wage.

”

#### **105.13 Tender Validity Period:**

Every tender will be a continuing offer and irrevocable until the expiry of the tender validity period set out in the Schedule to Conditions of Tendering or such later date as may be agreed.

#### **105.14 Variations:**

Variations shall be handled as set out in Section 9 of the General Conditions of Contract.

### **106 Delete existing Clause (Acceptance of tender) and replace with:**

#### **106 Quality Assurance**

**106.1** The level of quality assurance required for this contract is ISO 9001: 2015 Accreditation. (Refer also to Section 6.7 of the Specifications).

### **107 Delete existing Clause (Notification of acceptance) and replace with:**

#### **107 Tender Conditions**

##### **107.1 General Conditions:**

The Principal reserves the right to:

- a) Reject all tenders and not award the contract to any tenderer and to not accept the lowest tender
- b) Negotiate with a tenderer where only one conforming tender is received. Any negotiated price shall not exceed the tender price
- c) Re-advertise for tender

- d) Waive any irregularities or informalities in the tendering process
- e) Amend the closing date, the acceptance date or any other date in the tender documents
- f) Amend the tender document, or any associated documents, by the issue of a written amendment notice
- g) Seek clarification of any tender
- h) Suspend or cancel (in whole or in part) this tender process
- i) Meet with any tenderer before and/or after tender close and prior to award of the contract
- j) Consider or reject any alternative tender, at the Principal's sole discretion
- k) Consider or reject any tender that does not fully comply with this tender request, at the Principal's sole discretion

**107.2 Errors:**

a) The Principal is under no obligation to check any tender for errors. Acceptance of a tender that contains errors will not invalidate the contract formed by that acceptance. If the Principal discovers errors and/or omissions in a tender prior to award of the Contract, the Principal may notify the tenderer as soon as practicable. Where, in the Principal's opinion, the error and/or omission is an obvious error, and that correction of that error does not involve recalculation of any rates submitted in the tender or re-pricing or other material change to the tender, then the Principal may amend the error and invite the Tenderer to confirm that its tender remains open for acceptance as amended. Unless the Tenderer confirms its tender as amended, the tender shall be deemed to be withdrawn.

Where any error and/or omission, if corrected, would result in the recalculation of any rates or re-pricing or other material change, then the Principal shall not make any changes to the tender and shall invite the Tenderer to confirm that its tender remains open for acceptance as tendered, notwithstanding the error and/or omission. Unless the Tenderer so confirms its tender, it shall be deemed to be withdrawn.

**107.3 Tenderers to Inform Themselves:**

Each Tenderer shall be deemed to have inspected the sites, examined the Tender Documents and any other information supplied in writing and to have satisfied themselves as far as is practicable, for an experienced contractor, before tendering as to the correctness and sufficiency of its tender for the Contract Works and of the prices stated in its tender.

**107.4 Information provided by Principal:**

- (a) The Principal accepts no responsibility for any error or mis-description in this tender request, or any associated documents. Tenderers are to rely on all information provided by the Principal at their own risk
- (b) The Principal makes no representations and gives no warranties other than as set out in the General Conditions of Contract
- (c) Without limiting the above, the Principal gives no warranty as to the accuracy or completeness of any data presented or the correctness of any information contained in any report or other information provided to Tenderers under this tender process

Tenderers are responsible for the interpretation of all information provided, the Site conditions and other matters relevant to the contract from their inspection of the Site and their other investigations and enquiries.

**107.5 Tender Price Adequacy:**

The tendered price shall, except where otherwise provided, allow for all of the Contractor's obligations under the contract as set out in the Tender Documents.

**107.6 Confidentiality:**

The information supplied by the Principal (either itself or through its contractors or advisors) in connection with this tender, or any contract that may arise out of it, is confidential. Tenderers must not release or disclose any of the information in this RFT to any other person (other than the tenderer's employees or advisors) without the prior written consent of the Principal. Any publicity also requires the Principal's prior written consent.

#### **107.7 NZ Transport Agency Competition Monitoring System**

The Principal may be supplying information to NZTA under the NZTA Competition Monitoring system as required by the NZTA Procurement Manual. This information may be made available to tendering authorities and their advisors (excluding information about identifiable individuals).

The successful tenderer may request a copy of the information provided in relation to that tenderer only.

#### **107.8 Tenderers Costs:**

Tenderers must pay their own costs of preparing and submitting tenders, including:

- (a) Any communications or negotiations with the Principal
- (b) Any meetings or interviews with the Principal
- (c) Any site inspections

#### **107.9 No Canvassing:**

Tenderers should not directly or indirectly lobby or attempt to influence any employee or advisor of the Principal in relation to this tender. Any tenderer that directly or indirectly makes such an approach may be disqualified from the tender process.

#### **107.10 Liability:**

No contract or other legal obligations shall arise between the Principal and any tenderer out of or in relation to this tender process. The Principal and its agents or advisors will not be liable in contract or tort or in any other way for any direct or indirect damage, loss or cost incurred by any tenderer or other person in respect of this tender process.

#### **Add new Clause 108 as follows:**

### **108 Tender Evaluation**

#### **108.1 Tender Evaluation Process**

The tender evaluation process shall be conducted in accordance with the NZTA Procurement Manual - Price-Quality method.

The NZTA Price-Quality method is described in NZTA Procurement Manual

For this Contract, the process shall be conducted as follows:

#### **108.2 Two Envelopes:**

Tenderers are required to submit their tender in two separate envelopes (but within one overall envelope as set out in Clause 105.1 (d) of the Schedule to Conditions of Tendering).

#### **108.3 Evaluation Process:**

The contents of Envelope 1 shall be opened and evaluated first.

Envelope 2 shall remain unopened until all non-price attributes have been evaluated and tabulated.

The tender evaluation shall be evaluated in stages, as follows:

##### **Stage 1**

This stage shall involve assessing tenders against the non-price attributes. Each non-price attribute shall be graded on a point's basis, from 0 (completely inadequate) to 100 (excellent).

Any tender that scores 35 or less on any single non-price attribute or sub-attribute shall be rejected.

#### Stage 2

For each tender the points shall then be multiplied by the weight assigned to each attribute as specified below and then divided by 100 to give an index for each non-price attribute.

All indices are then added for each tender. This determines the weighted sum (WS) of the non-price attribute grades for each tender.

The lowest weighted sum is deducted from each tender. This determines the weighted sum margin ( $\Delta WS$ ) for each tender.

#### Stage 3

The Supplier Quality Premium (SQP) for each tender is calculated using the following formula:

$$SQP = \text{Estimate} \times (\text{weighted sum margin} / \text{price weight})$$

The estimate shall exclude any prime-cost or contingency sums fixed by the Principal.

#### Stage 4

Each SQP shall be reviewed. The Principal shall confirm that the SQP for each tenderer represents the amount more that the Principal is prepared to pay for a higher quality supplier. Where the review shows that a SQP does not represent the extra amount that the Principal is prepared to pay, the SQP will be replaced with an acceptable figure.

#### Stage 5

The SQP for alternative tenders will be calculated following Stages 1 – 4 above.

The alternative tender premium (ATP) for each alternative tender will be determined. The ATP is that amount, more or less, that the Principal is prepared to pay for the alternative tender in comparison to the conforming service described in the tender documents.

#### Stage 6

After completion of Stages 1 – 5, Envelope 2 (Tender Price Envelope) shall be opened.

Each tender's SQP and each alternative tender's ATP will be deducted from the tender price.

The preferred tender is the tender with the lowest tender price, after deducting the SQP and (as applicable) deducting the ATP.

### 108.4 Attributes and Weightings

The attributes and their weightings are as follows:

Relevant Experience and Track Record	13%
Management and Technical Skills	9%
Resources and Commitments	9%
Methodology	9%
Price	60%
Total	100%

### **108.5 Alternative Tenders**

Only alternative tenders which are within the scope of this RFT and which meet the Principal's requirements shall be considered. Excepting as may be specifically allowed elsewhere in these contract documents, any tender varying the duration of the contract shall be considered non-conforming.

### **108.6 Tender Award**

Alternative tenders shall be compared with the preferred non-alternative tender to determine the top tender. If the preferred non-alternative tender remains the top tender following the evaluation of alternative tenders, the Principal shall, if it chooses to accept any tender, only accept that non-alternative tender. The Principal shall not be bound to accept any alternative tender.

### **108.7 Evaluation of Attributes**

The Principal is not obliged to contact referees provided by tenderers and may seek further information on any issue from sources other than the referees provided. The Principal may also take into account knowledge of the Tenderer it already has.

### **108.8 Tender Clarification**

Tenderers may be asked to clarify their tender or provide additional information during the tender evaluation process. These requests will require prompt action and must be responded to in writing within 2 working days or the time specified in the request. Otherwise the Principal reserves the right not to consider the tender.

### **108.9 Principal's Estimate**

The Principal's Estimate for this contract for a period of three years is s7(2)(b)

## **109 Tender Acceptance**

Add new Clause – Tender Acceptance:

### **109.1 Successful Tenderer**

The Principal will notify the successful Tenderer (if any) in writing that it's tender has been accepted.

### **109.2 Unsuccessful Tenderers**

The Principal will notify all unsuccessful tenderers in writing that their tenders have not been successful.

### **109.3 Address for Notification**

All notices will be forwarded to the address provided by tenderers in their tenders.

### **109.4 Tender Evaluation Information**

(a) Tenderers will be provided with the name and tender price of the successful tenderer and the range of the other tender prices. Tenderers will also be advised as to their SQP (and ATP as applicable) and the difference between these and the winning tenderers SQP.

(b) Notification shall not extend to cover disclosure of the details of the tenders or the details of how the evaluation was arrived at.

### **109.5 Formation of Contract**

Upon the acceptance by the Principal of the successful Tenderer's tender (if any), a contract shall be formed between the Principal and the successful Tenderer on the basis of the Tender Documents including all changes that have been agreed by both parties. The successful Tenderer will be required to execute a contract on this basis.

## 109.6 Preferred Tenderer

Should the Principal advise the Tenderer it is the 'Preferred Tenderer' such advice does not:

- ▶ constitute an acceptance by the Principal of the tenderer's tender, or create a contract
- ▶ constitute an award of the tender to the Tenderer
- ▶ imply or create any obligation on the Principal to award the tender to that Tenderer
- ▶ negate or derogate from the Principal's right and obligation to award or not award the tender in accordance with the Tender Documents

## 2.2 Tender Format, Attributes and Information Required

The tender submission shall be structured and include the information required as follows:

### 2.2.1 General

#### Covering Letter

Tender tags or conditions must be outlined in a covering letter and included in the tender submission.

#### Introduction

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

#### Executive Summary

This Section shall include:

- (a) An overview of the Tenderer's proposal for undertaking the Contract Works required by this RFT
- (b) A summary of the major benefits which, in the Tenderer's opinion the Principal would gain from accepting the tender offer
- (c) An overview of the Tenderer's capability to carry out the project and of any subcontractors the Tenderer proposes to engage in connection with the project
- (d) Confirmation that the tender covers all of the requirements of the Contract Documents or otherwise expressly identifies those requirements, which are not covered by the tender offer

#### Corporate Structure

Full details of:

The Tenderer's Company structure (e.g. a partnership? a company?).

If a company, full names of all major shareholders of the company, including any beneficial shareholders who are not the registered shareholders

Numbers of administrative and operational staff employed by the tendering organization.

#### Subcontractors

The Tenderer shall complete Appendix D: Proposed Subcontractors" which are proposed to be engaged for this contract.

Clauses 2.2.2 to 2.2.5 of this section require details relating to key subcontractors. A separate addendum covering each subcontractor separately may be added if preferred by the Tenderer.



**Assumptions**

Each tender should clearly set out any assumptions (including assumptions as to the interpretation of the Tender Documents upon which it is based).

Released under the Local Government Official Information and Meetings Act

### **2.2.2 Relevant Experience and Track Record**

A record of the Tendering Company's relevant experience and track record in technical areas comparable with this contract. This will demonstrate the Company's reliability and suitability for the work described in the contract.

This is related more to the tendering company rather than individuals in the company however, in the case of newly formed companies or consortia consideration may be given to the relevant experience held by named personnel who are proffered for the project.

As a minimum include a comment on each of the items listed and on any other issues in respect of this topic that the Tenderer considers are relevant:

- ▶ Experience with similar size, type and complexity contracts
- ▶ Experience in large scale street cleaning, litter removal and sump cleaning contracts for local authorities
- ▶ Experience in working in Hutt City in relation to the climate, infrastructure and other unique conditions associated with this contract
- ▶ The relevant experience and expertise of the Tenderer's key sub-contractors in areas comparable with this project
  
- ▶ Experience in emergency response and the ability to activate resources to meet the specified response times
- ▶ Experience and record in identifying and dealing with difficulties
- ▶ Traffic Management experience
- ▶ Public contact experience and customer care record
- ▶ Health and Safety Management experience and record
- ▶ The Tenderer's record of completing projects to the quality standards required on schedule and within budget (along with records of the same for each key subcontractor)
- ▶ Monitoring work and reacting to poor performance
- ▶ Timeliness
- ▶ Completing projects within Tender price
- ▶ Details of at least three reference projects (where you have completed three or more, but if less, then details of those projects completed) and the names/ details of referee's in charge of such projects who are able and are authorised by the Tenderer to comment effectively on the ability of the Tenderer to carry out the work covered by this RFT.

### **2.2.3 Management and Technical Skills**

Details of management methods, skills and systems applied to carry out the Contract Works, and details of key personnel to be engaged for this project, including their qualifications and experience.

As a minimum include a comment on each of the items listed and on any other issues in respect of this topic that the Tenderer considers are relevant:

- (a) The personnel and personnel of subcontractors (if any) to be used on the project, including their proposed commitment to the project
- (b) Qualifications, training, and competencies of all people to work on the project (with particular regard to their skills, qualifications, training and experience in technical areas comparable to this project)

- (c) Local Knowledge and experience in working with the Hutt City Council
- (d) Administration skills
- (e) Customer care and communication skills
- (f) Availability/commitment to the project for Key Personnel
- (g) The availability within the tendering company of personnel with appropriate management skills
- (h) The company's management structure
- (i) Project management
- (j) People management
- (k) Public relations
- (l) Client relations, including Client satisfaction
- (m) Quality control and Quality assurance systems, including systems to assist in programing and reporting. **(Tenderers are required to have ISO 9001: 2015 accreditation for their Quality Management Systems)**
- (n) Managing inputs and suppliers
- (o) Company billing systems and financial control
- (p) Company training procedures
- (q) Company Health and Safety procedures and accreditations

If so requested by the principal, the Tenderer shall also provide financial records to demonstrate their financial viability for undertaking the proposed works.

Having proposed personnel with certain skills as an attribute in their tender, tenders should be compelled to employ these people on the contract and only replace them with mutually acceptable alternative personnel.

With regard to Quality assurance, evidence of compliance to the required level of QA as set out in the Special Conditions of Contract shall be included in the tender submission.

The Tenderer is to complete and return the health and safety forms included in this RFT.

Health and Safety is a sub-attribute of Management Skills, and accounts for 30% of this attribute. See Section 6.5 of the Specification

Tenderers are required to complete and sign the Health and Safety Certification and the Health and Safety Assessment Form (both within Appendix L). In signing the forms in Appendix L the Contractor gives assurance to the Principal that all health and safety duties and requirements, under the Health and Safety at Work Act 2015, the Health and Safety at Work Regulations 2016 will be fully complied with during the course of this contract work to completion.

**Failure to supply the required Health and Safety information will result in the tender being considered non-conforming and therefore excluded from further consideration.**

**If a tenderer's information is assessed to have a score of 80 or less the tender will be excluded from further consideration. A score of more than 80 will allow the tender to be evaluated as part of the Management and Technical Skills attribute.**

Where applicable, sub-contractor health and safety assessment verifying their suitability/conformity shall also be provided.

Personnel submitted for the contract shall not be changed without the approval of the Principal.

The Principal reserves the right to have the Contractor's Health and Safety policies, documentation and procedures assessed by an independent auditor to ensure minimum Hutt City Council standards are met.

## 2.2.4 Resources and Commitments

Details of plant, equipment, machinery, facilities, labour etc. intended to be used on the Contract Works, and the expected duration of availability of these resources.

**As part of the tender evaluation process the Principal will require all plant proposed to be used for the contract to be viewed and approved as suitable for the contract. Plant lists with registration details where applicable shall be provided as part of the Tender Attribute information. Failure to supply these plant details with the tender will result in the tender being deemed as non-complying. See also General Specification Section 6.1.12 for details.**

**Details of all personnel proposed for the contract shall also be provided as part of the Tender Attribute information for Resources.**

Plant and personnel submitted for the contract shall not be changed without the approval of the Principal.

As a minimum include a comment on each of the items listed and on any other issues in respect of this topic that the tenderer considers are relevant:

- (a) Appropriate staff: including qualifications, experience and numbers of staff. **This shall include the number of staff, and their percentage commitment dedicated to key aspects of the contract works**
- (b) Appropriate plant; including the age, type and numbers of each item of plant to be utilised on the contract, including registration numbers. These shall include road and footpath sweepers, sump cleaning truck, emergency response vehicle, mechanical brooms, front end loaders etc.
- (c) Backup and ability resource seasonal fluctuations and storm events
- (d) Subcontractor and supplier arrangements
- (e) Depot and Office Locations and transportation of staff
- (f) Ability to respond to emergency call outs and requests from the Principal or members of the public
- (g) Communication systems
- (h) Current works-in-progress
- (i) Current commitments and outstanding tender offers/ pending workloads.

The Tenderer must clearly specify how many dedicated road sweeper, Educt (sumper) trucks, cleaning machines, utes, etc. will be dedicated to this contract. Please note that a minimum of **four** 100% dedicated sweeper trucks, **two** 100% dedicated footpath sweepers and **one** 100% dedicated Educt (sumper) truck is required for this contract and appropriate backup provisions. The sweepers will need to be of good appearance and a high standard of environmental and performance specification similar to McDonald Johnson VT605. The above sweepers and Educt truck shall be available 24 hours for each day of the contract.

The Contractor that is awarded the contract will be contractually obligated to supply the plant and labour items as specified within their tender to fulfil the contract and failure to do so may be treated as default on the contract.

Tenderers should also indicate whether they or their staff or key subcontractors have any existing or anticipated conflicts of interest or other work commitments which might impact on the performance of the work contemplated by this RFT.

A statement of current commitments on the standard form included as Appendix E shall be included with the tender. Contractors who do not provide a list of current commitments or do not disclose any anticipated conflicts of interest or pending work commitments may be excluded from further consideration.

### 2.2.5 Methodology

Describe the methodology proposed to achieve the contract requirements including, but not limited, to the following:

- ▶ Detailed methodology in support of how the Contractor intends to undertake the works in order to achieve the performance levels specified in the contract.
- ▶ Details of how the Contractor will meet agreed programmes for each and every type of work. (including detailed cyclic cleaning/emptying programmes for all activities within the contract)
- ▶ Implementation and supervision during the works
- ▶ Construction traffic control for each work type, detailing how the contract requirements are to be met
- ▶ Customer care and communications including liaison with affected parties and neighbouring property-owners
- ▶ Responding to emergency and storm events
- ▶ Contract administration
- ▶ Quality control, monitoring and testing
- ▶ Potential problems or difficulties of specific sites or specified work methods, including consideration of unique conditions associated with this contract
- ▶ Management of employees, subcontractors and others where required and their workloads
- ▶ Environmental considerations, including disposal arrangements

The Tenderer should be clear in their methodology of their understanding of the extent of the network and the regularity of cyclic maintenance to keep the city at a high level of cleanliness. Reference should be made to problem areas, high leaf fall seasonal issues, hard to get to areas (such as the Western Hills), streets with consistent high levels of parking and CBD issues, in relation to achieving a high level of cleanliness while taking into consideration restaurants, patrons, apartment dwellings and other issues: i.e. noise and car parking.

As part of their methodology the Tenderer shall also include an indicative programme of the intended cyclic maintenance sweeping/sump cleaning of the city on a per suburb basis.

The methodology shall mention specific features of the contract and illustrate the Tenderer's understanding of the contract works. It should illustrate that the Tenderer has visited the sites and understands any particular or potential problems.

The methodology should be specific to this contract.

### 2.2.6 Price

The price shall be included in a separate envelope as set out in the Schedule to Conditions of Tendering. This shall include:

- (a) A completed Form of Tender, stating the total price for which the tenderer is prepared to undertake the Contract Works covered by this RFT
- (b) A statement as to how that price has been calculated (including a complete list of all assumptions upon which the Tenderer has based that price)
- (c) A completed Schedule of Prices

(Where an alternative tender offer is made, a separate tender form shall be completed, and either a complete (revised) schedule – no conforming tender offer, or a summary sheet stating which unit rates, prices and items are to be added, deleted, or amended from any submitted conforming tender offer).

All prices should be stated exclusive of GST and in New Zealand Dollars.

## 2.3 Evaluation Marking Schedule

### 2.3.1 Marking Sheets

The following marking sheets will be used in the tender evaluation process described in Section 2.

### 2.3.2 Relevant Experience and Track Record

#### Definition

The Tendering Company's previous experience and track record in technical areas comparable to this project. (Where applicable subcontractor's relevant experience/ track record will also be considered).

Possible Score	Street Utility Cleaning, including road sweeping, sump cleaning and litter removal 50%	Scale and Relevance of Experience 20%	Quality of Performance 30%
90, 100	Directly applicable, extensive and local experience	Similar size or larger contracts undertaken recently	Exceeds requirements in every regard
80	Very related, good experience	Similar size or slightly smaller projects undertaken recently	Good Performance Requirements are fully met
60	Related, some experience	1/2 to 2/3 this package	Generally OK, acceptable performance
40	Barely related, limited experience	Up to 1/3 to 1/2 this package	Some deficiencies needs improvement
<35	Unrelated, insufficient experience	Very small	Unacceptable

### 2.3.3 Management and Technical Skills

#### Definition

The availability within the Tenderer's organisation of personnel with appropriate management and technical skills together with effective management systems and methods appropriate to the successful completion of the project.

**Tenderers are to note that a minimum of ISO 9001 : 2015 certified Quality Assurance is required for this contract. A Contract will only be entered into with tenderer's who demonstrate current compliance with this level of Quality Assurance.**

(Tenderer's should also note that personnel nominated in the attributes statement may only be replaced with equivalently experienced/ mutually acceptable alternative personnel).

Possible Score	Company Systems 20%	Company/Project Management, Technical Management, and Supervisory Support 30%	Trades Construction and Supervisory Experience 20%	Health & Safety Performance and Procedures 30%
90, 100	Quality Assured to ISO 9001 with excellent procedures and practices in place to deliver the contract works	Exceeds requirements in every regard. Advanced Tertiary qualified and/or very experienced key personnel. Excellent in every regard	Tertiary or Trade-qualified or very experienced key personnel recognised by peers. Excellent in every regard	Score from H&S Assessment, needs to be greater than 80, see Clause 2.2.3.
80	Quality Assured to ISO 9001 and meets all other requirements	Tertiary qualified and/or experienced key personnel. Meets the requirements	Trade- qualified or experienced key personnel. Meets all the requirements	
60	Formal Quality Assurance systems and auditing procedures in place. Generally meets requirements.	Generally meets requirements, some minor deficiencies	Generally meets requirements, some minor deficiencies	
40	Some deficiencies and will need improvement	Some deficiencies and needs Improvement	Some deficiencies and needs Improvement	
<35	Inappropriate	Not appropriate	Insufficient experience	

### 2.3.4 Resources and Commitments Definition

The personnel, plant and equipment, including facilities and intellectual property, which the Tenderer proposes to use in this project. This includes back-up equipment and resources, and any current or expected future commitments that may affect dedicated and back-up resources.

Where applicable, subcontractor or supplier resources are also to be detailed.

<b>Possible Score</b>	<b>Labour 30%</b>	<b>Company Owned Plant 30%</b>	<b>Sub-contractor 20%</b>	<b>Current Commitments 20%</b>
90, 100	Local experienced and suitably qualified staff and back up. Excellent in every regard	Excellent in every regard. Excellent Backup and support available	Highly experienced and excellent in every regard	All resources available. No other hindering commitments
80	A good experienced and suitably qualified labour force	A Good standard of company owned plant. Good Back up	Good suitable sub-contractors	Above average. Available resources are generally good
60	Meets the requirements	Meets the requirements	Meets the requirements	Acceptable resources can be made available
40	Generally meets the requirements, some deficiencies	Generally meets the requirements some deficiencies	Generally meets the requirements, some deficiencies	Committed elsewhere and/or available resources less than desired
<35	Not appropriate	Not appropriate	Not appropriate	Committed elsewhere and/or insufficient resources available to start up the work on time

The Principal reserves the right to require a sub-contractor to be changed. If the Principal declines to accept a particular sub-contractor no additional payment will be due to the Contractor in respect of the cheapest sub-contractor or not, in the event, being employed. Approved Sub-contractors shall not be changed without the prior agreement of the Principal. Sub-contractors are not permitted to sublet any of their work without the consent of the Principal.

Approval by the Principal of parts of a sub-contractor's works being sublet to particular persons or firms in no way relieves the Contractor or the Sub-contractor of any of their responsibilities under the Contract.



## 2.4.5 Methodology

### Definition

The methods, procedures and order of construction the Tenderer proposes to use to achieve the specified end result.

**The Tenderer should be clear in their methodology of their understanding of the extent of the network and the regularity of cyclic maintenance to keep the city at a high level of cleanliness.**

As part of their methodology the Tenderer shall also include an indicative programme of the intended cyclic maintenance sweeping of the city on a suburb basis taking in to account the below.

The methodology must reference problem areas, high leaf fall seasonal issues, hard to get to areas (such as the Western Hills), streets with consistent high levels of parking and CBD issues, in relation to achieving a high level of cleanliness while taking into consideration restaurants, patrons, apartment dwellings and other issues: i.e. noise and car parking.

Possible Score	Work Method Statements, Programming and Sequencing 30%	Project Management Methods, Liaison and Reporting 25%	Quality, H &S, Environmental Risk Management Methods 25%	Level of Details Provided, Clarity & Understanding of the Work 20%
90, 100	Exceeds requirements in every regard, good benefits to client	Exceeds requirements in every regard, good benefits to client	Exceeds requirements in every regard, good benefits to client	Exceeds requirements in every regard.
80	Good Detail provided	Good systems and detail provided	Good policies and procedures	Good understanding and level of detail
60	Meets the requirements, no dis-benefits to client	Meets the requirements, no dis-benefits to client	Meets the requirements, no dis-benefits to client	Meets the requirements.
40	Adequate. -some deficiencies,	Adequate. -some deficiencies	Adequate-some deficiencies	Adequate-some deficiencies
<35	Inappropriate	inappropriate	Inappropriate	Inappropriate

### 3. CONDITIONS OF CONTRACT

#### 3.1 General Conditions of Contract

- ▶ The General Conditions of Contract applicable to this Contract are set out in NZS 3915:2005 "Conditions of Contract for Building and Civil Construction (where no person is appointed to act as Engineer to the contract)", subject to the amendments in Part B - Other Conditions of Contract, and the First Schedule "Special Conditions of Contract".

#### 3.2 First Schedule - Special Conditions of Contract

##### PART A - SPECIFIC CONDITIONS OF CONTRACT

- ▶ The First Schedule - Part A, Specific Conditions of Contract to NZS 3915:2005, Conditions of Contract for Building and Civil Construction (where no person is appointed to act as Engineer to the contract), is amended and replaced by the following:

Note: The Clause numbers refer to NZS 3915:2005 General Conditions of Contract, as amended by Part B - Other Conditions of Contract.

1.2	Principal:	The Principal is the Hutt City Council
1.2	Principal's Signatory	Matt Reid, General Manager, City and Community Services, Hutt City Council
1.2	Separable Portions	There are no separable portions in this contract.
2.1.1	Type of Contract	Part of the contract is performance based and part is measure and value.
2.5	Road or Term Maintenance Contract	This contract is a Term Maintenance Contract
2.6.1	Local Authority Contract	This contract is a Local Authority Contract
2.6.3	Appendix B	Appendix B (NZS 3915:2005) does not apply to this contract. Appendix C (NZS 3915:2005) <u>applies</u> to this contract
2.6.4	Safety and Traffic Management Plans	A Site Safety Plan and Traffic Management Plans are required as set out in the General Specification (Section 6.1 -Preliminary and General, and Section 6.5- Health & Safety)
2.8.1	Documents prepared by the Principal	One (1) set of documents shall be supplied free of charge to the Contractor upon the acceptance of the tender in addition to tender, consent and Contract Agreement sets.
2.8.3	Documents prepared by the Principal	The provisions of the Preliminary and General section of the General Specification (Section 6) shall be read as part of the General Conditions and Special Conditions.
2.9.2	Documents prepared by the Contractor	One (1) set of documents shall be supplied free of charge to the Principal upon the acceptance of the tender in addition to tender, consent and Contract Agreement sets
3.1.1	Contractor's Bond	Is required
3.1.2	Contractor's Bond Sum	s7(2)(b)
3.2.1	Principal's Bond	Is not required

3.2.2	Principal's Bond Sum	N/A
5.4.1	Occupancy of Site	1 December 2019
5.4.3	Access to adjoining properties	Access to private property is generally not required.
5.6.6 (g)	Risks Specifically Excepted	No risks are specifically excepted by the Special Conditions
5.7.5	Safety hazards associated with the works	As stated in the Health and Safety section of the General Specification (Section 6.5).
5.10.1	Programme	The Contractor shall provide work programmes as required to meet the requirements of Sections 6, 7 and 8 of the Contract Document.
5.17.1	Quality Management System	Quality Management Systems are required and details shall be submitted within 10 days of the award of the contract.  The required Quality Assurance Level for this contract is ISO 9001 accreditation.
5.18.1 (b)	Operation and Maintenance Manuals	Operation and Maintenance Manuals are not required.
6.1.2	Principal to Contract	The Principal is John Middleton, Divisional Manager Contracts Division, Hutt City Council.
6.3.1	Principal's Representative	The Principal's Representative is Colin Lunn, Contracts Manager, Green Assets, Contracts Division, Hutt City Council
6.3.5	Assistants to Principal's Representative	Assistant to the Principal's Representative is Clayton More, Contracts Officer, Contracts Division, Hutt City Council.
8.1	Insurance	The Contractor shall insure as provided in 8.1.
8.1.2	Contractor to insure Contract Works and Materials	The Contract Price, after the acceptance of the tender or other offer, excluding any additions or deductions which may be required to be made during the course of the contract;  For professional fees including the cost of Clerks of Works and Inspectors, and the Principal's Representative, the sum of s7(2)(b)  For the value of items incorporated, or to be incorporated, in the Contract Works, the Cost of which is not included in the Contract Price, the sum of s7(2)(b)  The insurance shall make provision for automatic change of cover to provide insurance for any additions to or deductions from the Contract Price, which will occur after acceptance of the tender or other offer.
8.3.1	Contractor to insure against Public Liability Risks	Public Liability Insurance shall be affected for an amount not less than s7(2)(b) including a minimum cover for damage by vibration of s7(2)(b)
8.3.2	Motor Vehicle Third Party Liability	Motor vehicle third party liability insurance shall be affected for an amount not less than s7(2)(b)
8.6.2	Existing structures	Not applicable to this contract.
8.8	Principal's Insurance	8.8 does not apply

9.3.10	Time related costs, extension of time	Shall not apply
9.3.13	Time related costs, variations	Shall not apply
9.3.14	Costs relating to processing variations	Shall not apply
10.1.1	Commencement Date	1 December 2019
10.2	Due date for completion	The due date of completion is 30 November 2022. The contract may be extended by two one-year extensions based on performance. This will be at the total discretion of the Principal.
10.3.1	Allowance for inclement weather	Shall not apply.
10.4.3	Producer Statement	Is not required
10.5.1	Liquidated Damages	Liquidated damages shall not apply. There is however deductions associated with poor performance. See Clause 6.8.2
10.6.1	Bonus Payments	See the provisions of Clause 6.1.9 and 6.8.2
11.1.1	Period of Defects Liability	There is no Period of Defects Liability
11.5.1	Contractor Guarantees	No guarantees are required
11.5.2	Form of Guarantee	Not applicable.
12.1.2(b) (iv)	Advances to Contractor	Advances for Temporary Works, Plant or Materials not yet on site shall not be made to Contractor.
12.3.1	Retentions:	Retentions shall be at the rate of five percent (5%) and shall be repaid after a period of six months
12.3.3	Bond in lieu of Retentions	A bond in lieu of Retentions is not permitted for the first 12 months of the Contract Period.  However, subject to approval from the Principal, a bond in lieu of Retentions may be posted after 1 November 2020.
12.8.2	Cost fluctuations	Cost fluctuation adjustments shall be paid in accordance with Appendix A of NZS 3915:2005. However, no adjustments shall be made in the first year, and indices for the quarter ending September 2020 shall be used as the zero or base indices for the remaining period of the contract.
12.9.1	Provisional Sums	Are included in the Schedule of Prices
12.10.1	Prime Cost Sums	Are not included in the Schedule of Prices
12.11.1	Contingency Sum	§7(2)(b) over 3 years, ie §7(2)(b) per annum.
12.12.2	Payment Schedules	The Principal is to issue Payment Schedules in the form required to constitute a GST invoice.
15.1.2	For the purpose of serving notice	For the purpose of service of payment claims or notices, the postal address of:  The Principals Representative is:  Hutt City Council

		Private Bag 31912 For the attention of Colin Lunn.
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## FIRST SCHEDULE - PART B, OTHER CONDITIONS OF CONTRACT

The General Conditions of Contract, NZS 3915:2005 are amended as follows:

(NOTE: Clause numbers refer to clauses in the General Conditions of Contract. Where an original clause is retained but modified, changes are shown underlined for additions and struck out for deletions.)

### SECTION 1 – INTERPRETATION

**SEPARABLE PORTION** means any part of the Contract Works specified in the Special Conditions as being a Separable Portion or agreed between the parties as being a Separable Portion ~~required to be completed and handed over to the Principal separately from the remaining Contract Works.~~

### SECTION 5 - CONTRACTOR'S OBLIGATIONS

#### 5.1.6

**Amend clause as follows:**

The parties acknowledge that the Principal warrants that it has made the physical conditions information relevant to the Contract Works set out in the Specifications available to the Contractor. before the submission of the Contractor's tender all information of which it is aware, which has been obtained by or on behalf of the Principal or the Principal for the purposes of the contract, on the nature of the physical conditions relevant to the Contract Works. The Principal makes no warranty as to the sufficiency or accuracy of such information. The Contractor shall be responsible for the interpretation of all such information for the purposes of the Contract Works.

#### 5.4.3

**Amend clause as follows:**

The Principal shall obtain authority for the Contractor to have the reasonable right of entry upon and do any act upon any adjoining property as is set out in the Contract Documents, as may be necessary for the carrying out of the Contract Works. Such access may be limited by the Contract Documents Special Conditions. Any Costs involved in obtaining such right shall be borne by the Principal. The Contractor shall procure for itself at its own Cost the use of or appropriate rights in respect of the same or any other property which it may choose to use for the carrying out the Contract Works.

#### 5.6.1 Delete clause and substitute:

The Contractor shall be responsible for the care of the Contract Works, the Site and all Plant from the time he/she she obtains possession of the Site until the time of Practical Completion.

#### 5.6.5 Delete clause and substitute:

Except where loss or damage has the effect of terminating the contract by frustration, should any loss or damage occur to the Site or to Materials or to the Contract Works while the Contractor is responsible for their care, the Contractor shall repair the loss or damage to the extent needed for completion, handing over and maintenance of the Contract Works and for meeting the Contractor's obligations under Section 11. Such repair of damage shall be carried out without additional payment by the Principal unless caused by an excepted risk defined in 5.6.5, in which event the repair (to the extent its necessity arises from an excepted risk) shall be treated as if it was a Variation.

#### 5 6 6 (d) Delete sub-clause and substitute:

A cause solely due to the use, occupation or taking over of any portion of the Contract Works including but not limited to any portion in respect of which a certificate of Practical Completion has been issued.

#### 5.11.5

**Amend clause as follows:**

The Principal shall, if requested by the Contractor, arrange for the Contractor to be supplied with copies of any necessary documents and other information held by the Principal or the Principal on the Principal's behalf as are reasonably required to assist the Contractor in order to comply with this Clause 5.11.

#### 5.13.1

**Amend clause as follows:**

The Principal Contractor shall arrange for the searching of records to determine the existence and position of pipes, cables and other utilities on or about the site, ~~and the position of such utilities shall be indicated in the Contract Documents as accurately as the information available permits.~~

For the purposes of this Clause 5.13, the term "utilities" shall include any cadastral survey mark, as defined in the Cadastral Survey Act 2002, and which at any time have been set in or on the ground for the purposes of survey.

Where survey marks are likely to be affected by the Contract Works, the Contractor shall advise Land Information New Zealand (LINZ) prior to work on the Site and arrange and protect the survey marks until they are relocated or replaced.

#### **5.13.2**

##### **Amend clause as follows:**

The Contractor shall be responsible for physically locating the position of all such utilities and shall arrange with the controlling authorities for any necessary exploratory work, location, protection, isolation, offsetting, reinstatement or alterations required. The Contractor shall record any alterations which it makes to such utilities, and shall provide an accurate record to the Principal of the location of all utilities located

#### **5.14.3 Add new clause:**

Should a wahi tapu or other cultural site be unearthed during earthworks, the Contractor shall:

- (a) Cease operations.
- (b) Inform the Principal.
- (c) Inform the Tangata Whenua.
- (d) Inform the New Zealand Historic Places Trust (NZ HPT) and apply for an appropriate authority if required.
- (e) Take appropriate action after discussion with NZ HPT, the Principal and Tangata Whenua to remedy damage and/or restore the site.

## **SECTION 6 - PRINCIPAL'S POWERS AND RESPONSIBILITIES**

#### **6.2.8 Add new clause:**

No inspection or interim approval of the work, or any part thereof, made or given by the Principal, its representative, servant or agent, during the execution of the works and prior to the final acceptance of the works at the end of the defects liability period, in accordance with the terms hereof shall relieve or release the Contractor in any way, from its responsibility.

## **SECTION 7 - INDEMNITY**

#### **7.1.1**

##### **Add a new sub-clause (d)**

To the extent permitted by law, any loss (including solicitor/client legal costs) or liability incurred by the Principal in respect of any proceedings or action taken against the Principal for failure by the Contractor to comply with the provisions of any statute, regulation, bylaw or other requirement of government, local or public authority that may be applicable to the Contract Works.

## **SECTION 8 - INSURANCE**

#### **8.1.3 (b) and (c) Delete clauses.**

#### **8.5.9 Add new clause**

Deductibles under insurance policies to be arranged by the Contractor under this contract shall not exceed the sums set out in the Special Conditions.

#### **8 6.3 (a) Delete clause and substitute:**

Up to the end of Defects Liability Period of the Contract Works or of the relevant Separable Portion.

#### **8.6.3 (b) & (c) Delete clauses.**

#### **8.8.2**

##### **Amend clause as follows:**

The insurance under 8.6 or 8.7 may be subject to any deductible, exclusion, condition or warranty provided under the policy of which notice has been given in the Special Conditions. The Contractor shall be liable for all such deductibles arising due to the default, negligence or omission of the Contractor or where the

underlying risk is the Contractor's under the Contract Documents. The Principal shall be liable for all other such deductibles unless otherwise stated in the Special Conditions.

## **SECTION 9 – VARIATIONS**

### **9.1.1**

#### **Amend clause 9.1.1 as follows:**

The Principal may order any Variations to the Contract Works ~~within the scope of the contract~~ which:

- (a) Increase or decrease the quantity of any work;
- (b) Omit any work;
- (c) Change the character or quality of any Material or work;
- (d) Require additional work to be done;
- (e) Change the level, line, position, or dimensions of any part of the Contract Works;
- (f) Change the timing and/or sequence in which the Contract Works are to be carried out;
- (g) Change the hours within which work may be carried out.

### **9.2.2**

#### **Amend clause 9.2.2 as follows:**

Where an instruction is given by the Principal or his or her representative which is not in writing or is not expressly stated to be a Variation, and the Contractor considers that the instruction involves a Variation, it shall as soon as is practicable and in any event no later than ~~within~~ one month ~~of~~ after receiving the instruction ~~or as soon as practicable thereafter~~ give written notice to the Principal to that effect. Any written notice received after one Month from the date of instruction will not be accepted by the Principal for consideration as a Variation. Unless the Principal by notice in writing within a reasonable time rejects the Contractor's claim the instruction shall be treated as if it was a Variation.

### **9.2.3**

#### **Amend clause 9.2.3 as follows:**

Where the Contractor considers circumstances have arisen that give rise to a variation claim under this contract that are not the subject of a variation instruction under any matter which is not described in 9.1 or held to be a variation instruction under 9.2.2, should be treated as a Variation, the Contractor should it wish to make a claim in relation to those circumstances, must as soon as is practicable and in any event within one month of becoming aware of that ~~matter or as soon as practicable thereafter~~ give written notice to the Principal to that effect. Any such notice must set out the circumstances that the Contractor claims have arisen and their likely effect with sufficient detail to enable the Principal to make enquiry into and verify the circumstances and their effect. The Contractor shall provide full details of its claim within one month of the cessation of the circumstances giving rise to the claim.

### **9.2.4**

#### **Amend clause 9.2.4 as follows:**

For the purposes of 9.2.2 and 9.2.3 oral notice which is recorded in written records such as Site minutes, correspondence or memoranda held by the Contractor and by the Principal or Principal shall not be treated as written notice.

### **9.3.3**

#### **Amend clause 9.3.3 as follows:**

Where the valuation of the Variation requires that the work be measured, the ~~Principal~~ Contractor shall measure the work and shall provide the following to the Principal not later than 15 Working Days from the date of the Variation instruction: ~~notify the contractor of his or her measurement. The Contractor and the Principal shall each provide to the other without undue delay~~

- (a) The measurement;
- (b) ~~s~~Such evidence as may reasonably be required to establish the correctness of all relevant quantities and Costs;
- (c) The calculations and estimates of the value of the Variation including any time related Costs; and
- (d) The effect on the programme, and the effect on the programme, and shall exchange their respective calculations and estimates of the value of the Variation.

In the event that the Contractor fails to provide a measure and/or Variation valuation, or the Principal does not accept the measure as notified by the Contractor, then the Principal shall within 20 Working Days of either the date on which the Contractor's notification was received by the Principal or the date on which the Contractor's notification was due for receipt by the Principal, notify the Contractor of his or her measure together with the calculation and estimates of the value of the Variation and effect on the programme.

### **9.3.7**

**Amend clause 9.3.7 as follows:**

To the extent that the Base Value has been determined under 9.3.4 or 9.3.5 it shall be deemed to include full allowance for:

- (a) All On-Site Overheads except those covered under 9.3.10, 9.3.13 and 9.3.14 unless the Schedule of Prices provides a separate item for On-Site Overheads in which case 9.3.8 shall apply;
- (b) All Off-Site Overheads and Profit except those covered under 9.3.10, 9.3.13 and 9.3.14 ~~unless the Schedule of Prices provides a separate item for Off Site Overheads in which case 9.3.8 shall apply.~~

**9.3.8**

**Amend clause 9.3.8 as follows:**

- (a) ~~Where the Schedule of Prices provides separate for On Site Overheads or~~ Where 9.3.6 applies, there shall be added to the Base Value a percentage to cover all On-Site Overheads except those covered under 9.3.10, 9.3.13 and 9.3.14;
- (b) If the Conditions of Tendering provide for a percentage or percentages to be nominated in the tender for this purpose, the percentage or percentages if any so nominated shall be used;
- (c) If no percentage is required to be nominated, a reasonable percentage shall be used.

**9.3.9**

**Amend clause 9.3.9 as follows:**

- (a) ~~Where the Schedule of Prices provides separately for Off Site Overheads and Profit, or~~ Where 9.3.6 applies, there shall be added to the Base Value as increased under 9.3.8 a percentage to cover all Off-Site Overheads and Profit except those covered under 9.3.10, 9.3.13 and 9.3.14;
- (b) If the Conditions of Tendering provide for a percentage or percentages to be nominated in the tender for this purpose, the percentage or percentages if any so nominated shall be used;
- (c) If no percentage is required to be nominated, a reasonable percentage shall be used.

B3 SCHEDULES TO THE GENERAL CONDITIONS OF CONTRACT - PART B - Other Conditions of Contract

**9.5.1**

**Amend clause 9.5.1 as follows:**

The term physical conditions shall include artificial obstructions but shall not include weather conditions or conditions due to weather. ~~unless these conditions occur as a result of weather away from the Site.~~

**9.5.3**

**Amend clause 9.5.3 as follows:**

If as a result of such conditions the Contractor proposes to make an additional payment claim, the Contractor shall follow such notice as soon as is practicable, but not later than 10 Working Days after encountering the conditions, with details of the additional Materials, Plant, labour and programme of works proposed to be used, the anticipated delay to or interference with the Contract Work

**SECTION 10 – TIME FOR COMPLETION**

**10.3.1 (c) Delete clause and substitute:**

Any strike, lockout or other industrial dispute not originating from a cause attributable to the Contractor or its Subcontractors.

**SECTION 15 - SERVICE OF NOTICES**

**15.1 2**

**Amend clause as follows:**

Any document which is to be served upon the Principal, the Contractor or the Principal under the contract shall be sufficiently served if it is handed to or sent by email to that Person, or to their appointed representative, or delivered to their address as stated in the Contract Documents or as subsequently advised in writing, and if sent by email it shall be deemed to have been sent upon the sender receiving confirmation of receipt.

**Insert a new Section 16**

**SECTION 16 – MISCELLANEOUS**



## **16.1 No Assignment**

### **16.1.1**

The Contractor may not assign, sublet, subcontract or transfer the whole or any substantial right or obligation under the contract without the written consent of the Principal, which may be given or withheld in the Principal's entire discretion.

### **16.1.2**

The assignment or transfer of shares in or the restructuring of the Contractor so that the effective control of the Contractor passes to persons other than those holding it at the date of this contract will be an assignment of this Contract for the purpose of this clause.

### **16.1.3**

Unless specifically stated to the contrary in any written consent to an assignment or subcontract, no assignment or subcontract shall release or discharge the assignor from any liability or obligation under this contract.

## **16.2 Severance**

### **16.2.1**

The illegality, invalidity or unenforceability of any provision in this contract will not affect the legality, validity or enforceability of any other provisions.

## **16.3 Waiver**

### **16.3.1**

No right under this contract shall be deemed to be waived except by notice in writing signed by each party.

### **16.3.2**

A waiver for either party will not prejudice its rights in respect of any subsequent breach of this contract by the other party.

### **16.3.3**

The failure by either party to enforce any clause of this contract, or any forbearance, delay or indulgence granted by a party will not be construed as a waiver of that party's rights under this contract.

## **16.4 Entire Agreement**

### **16.4.1**

This contract represents the entire agreement between the parties. No party shall be bound by any prior warranty or representation unless included in this contract.

## **SECTION 17 - SCHEDULES**

The Second Schedule annexed to NZS 3915:2005 shall be replaced by Appendix F.

The Third Schedule annexed to NZS 3915:2005 shall be replaced by Appendix G.

The Seventh Schedule annexed to NZS 3915:2005 shall be replaced by Appendix H.

The Eighth Schedule annexed to NZS 3915:2005 shall be replaced by Appendix I.

The Ninth Schedule annexed to NZS 3915:2005 shall be replaced by Appendix J.

The Tenth Schedule annexed to NZS 3915:2005 shall be replaced by Appendix K.

## 4. SCHEDULE OF PRICES

### 4.1 Preamble to Schedule of Prices

#### 4.1.1 General Directions

Each item in the Schedule of Prices shall be read in conjunction with the relevant headings in Section 5, Basis of Payment, and the relevant drawings and specifications that collectively form the Contract. The nature and extent of the work is to be ascertained by reference to the Drawings, Specifications and Conditions of Contract.

Rates and prices entered in the Schedule of Prices shall be deemed to be the full inclusive value of the work covered by the scheduled items including, but not limited to, the following, unless expressly stated otherwise:

- ▶ Labour and Costs in connection therewith
- ▶ The supply of Materials, including delivery to Site, unloading, storage, and costs in connection therewith
- ▶ All plant and equipment, including all costs associated with its delivery to / from the site and operation whilst on site
- ▶ Fixing, erecting, and installing of placing of materials and goods in position
- ▶ Temporary Works, and any additional operations as a result of the construction phasing in order to deliver the project in accordance with the requirements of the Contract
- ▶ Allowance for complying with requirements of site-specific traffic management, signage, and the use of the existing road surface for the trafficking of construction plant, and storage of materials, including any reinstatement works necessary on completion of the Contract
- ▶ General obligations, wet weather working, liabilities and risks involved in the execution of the Works set forth or reasonably implied on the documents on which the tender is based, and any limitations and constraints on the use of the site
- ▶ Partnering, environmental controls and systems, meetings, reporting, public liaison and follow up. Training, Health and Safety and compliance with relevant legislation and New Zealand Standards.
- ▶ On-site Overheads, Profit and any time related costs including all items as defined through Section 1 of the General Conditions of Contract.
- ▶ Off-site Overheads, Profit and any time related costs, including all items as defined in Section 1 of the General Conditions of Contract
- ▶ Complying with Quality Assurance schemes and providing certificates of conformity
- ▶ Dayworks rates shall be deemed to indicate all allowance for On-site overheads, Off-site overheads and profit, and any time related costs.

#### 4.1.2 Provisional Works:

Any Provisional Items included in the Schedule of Prices relate to items of work that may or may not be carried out by the Contractor, but which the Contractor shall allow for in their price. The execution of these works shall only be expended upon the agreement and the written instruction of the Principal prior to commencement of these works.

Tendered rates for Provisional Items shall be deemed to fully compensate the Contractor for all costs associated with that item, including Labour, Plant, Materials, On-site overheads, Off-site overheads Profit, and time related costs.

#### **4.1.3 Provisional Sums:**

Provisional Sums are amounts of money that the Principal has allowed in the Schedule of Prices to provide for items of work that may or may not be done by the Contractor during the Contract. Execution of any works associated with these Provisional Sums shall be only on the written instruction of the Principal.

#### **4.1.4 Measurement**

The measurement of work shall be computed net from the dimensions stated in the Contract and as per NZS 4224:1983 Code of Practice for Measurement of Civil Engineering Quantities unless otherwise stated in the Basis of Payment.

#### **4.1.5 Pricing of Items**

Each individual item shall have a rate or price entered against it. Rates and prices shall be expressed to two decimal places. Where there is no rate provided by the Contractor, it shall be deemed to be \$0 00.

#### **4.1.6 Progress Payments**

Except as noted in the Special Conditions of Contract or otherwise agreed between the Contractor and the Principal, the Contractor shall each month submit to the Principal a payment claim in the general format of the Schedule of Prices included in this RFT. The first claim shall be submitted within one month after the date the Contract Works begin.

In addition to the requirements for progress claims contained in the General Conditions of Contract and specifications, the progress claim shall record for each item the extent and value of that item as certified by the Principal in the previous month's Progress Payment Schedule.

#### **4.1.7 Scheduled Quantities**

The quantities given in the schedules are intended to give a reasonable indication of the works to be undertaken to complete the Contract.

The quantities given in the schedules are not warranted as being accurate and are to be used for the purpose of comparing tenders and calculation of Contract Price in terms of the General Conditions of Contract.

Tendered amounts and unit rates are to include all plant, labour, materials etc necessary to continuously meet the performance criteria for the month / length identified for the full term of the contract.

The Schedule of Prices includes approximate quantities relating to the lengths of roads, the number of sumps, the length of low level footpaths, the length of walkways and cycleways and the number of litter bins. The Tenderer shall note that these quantities are an estimate only and the Principal does not guarantee absolute accuracy. No additional payment shall be made should the actual quantities differ from those stated unless otherwise specified.

### **4.2 Schedule of Prices**

The Schedule of Prices is contained in Appendix B.

### **4.3 Form of Tender**

The Form of Tender is contained in Appendix A.

## 5. BASIS OF PAYMENT

### 5.1 General Clauses

Note: Any conflict between Hutt City Council Standards, Contract Drawings, Contract Specifications, Plans or Documents, or any other reference document shall be referred to the Principal for clarification before any relevant work proceeds.

For the purposes of Tendering, this Contract Specifications and Appended plans/schedules shall take precedence.

#### 5.1.1 Schedule

The "Schedule" shall comprise the Schedule of Prices together with the Daywork Schedules for Labour and Plant.

#### 5.1.2 Prices and GST

The prices and rates to be inserted in the Schedule of Prices are exclusive of GST and are to be for the full inclusive value of the work described under the particular schedule item, including all costs and expenses which may be required for the construction of the work described, together with all general risks, liabilities and obligations set forth or implied in the documents upon which the tender is based. Where special risks, liabilities and obligations cannot be dealt with as above, then the price thereof is to be separately stated in the item provided for the purpose (i.e. unscheduled items).

Unless specifically stated otherwise, all rates and prices shall include allowance for all plant, labour, materials and works set out and other costs necessary to complete the work in accordance with the Contract Documents.

#### 5.1.3 Unit Abbreviations

The following abbreviations have been used in the Schedule of Prices.

L.S	=	Lump Sum
each	=	Each
month	=	Calendar month of the year
year	=	Calendar year
kms.	=	Kilometres
hr	=	hour
approx.	=	Approximate
P.S	=	Provisional Sum

## **5.2 Section 100 - Preliminary and General**

### **5.2.1 Item 101 – Establishment, Partnering and Contract Administration**

This item shall cover all costs associated with partnering and relationship management processes, meetings, public liaison, establishment, contract administration and set up, including the provision of a 24 hour public response line as specified.

Pricing should allow for **fortnightly** meetings between the Principal's Representative and the Contractor to discuss programme of works, new and old business and budgets. The Contractor shall provide agendas and minutes for all meetings.

Payment for the nominated monthly sum shall be made provided the specified performance criteria are met.

### **5.2.2 Item 102 – Safety, Environmental and Quality Plans**

This item shall cover all costs involved by the Contractor in preparing, implementing and maintaining Safety, Quality and Environmental Plans associated with this contract as specified.

Payment for the nominated monthly sum shall be made provided the specified performance criteria are met.

### **5.2.3 Item 103 – Bond and Insurances**

This item includes all costs associated with the Contractor putting in place and maintaining all Insurances (Public Liability, Physical Works, Plant and Equipment, and Motor Vehicle Liability) and the Bond as specified.

Payment shall be at the beginning of each year upon receipt of the cover notes / policies indicating that the annual insurances and bond policies are in place as specified.

Insurances shall be provided in accordance with the standard forms included in this RFT with no amendments.

### **5.2.4 Item 104 - Temporary Traffic Management (excluding Wainuiomata Hill).**

This item shall cover all on-site safety requirements and temporary traffic management requirements in accordance with TNZ Code of Practice for Temporary Traffic Control for Level 1 roads including the provision of tail and shadow vehicles for mobile operations in accordance with this code.

Please note the additional requirement for the use of tail pilot vehicle when working on Marine Drive in the Eastern Bays, Eastern Hutt Road (70 & 80 KM speed zones) Coast and Moores Valley Roads.

It shall also include the preparation and updating of TMP's as required, and submission thereof to HCC and the Principal for approval and recording in accordance with the 'National Code of Practice for Utilities - Access to Transport Corridors' and the associated Hutt Valley Local Conditions.

Payment for the nominated monthly sum shall be made provided the specified performance criteria have been met.

### **5.2.5 Item 105 - Temporary Traffic Management on Wainuiomata Hill Road.**

This item shall cover all on-site safety requirements and temporary traffic management requirements in accordance with TNZ Code of Practice for Temporary Traffic Control when working on Wainuiomata Hill Road. Wainuiomata Hill Road is classified as a Level 3 road under this code and as such requires the use of two truck mounted attenuators when working on the carriageway.

It shall also include the preparation and updating of TMP's as required, and submission thereof to HCC and the Principal for approval and recording in accordance with the 'National Code of Practice for Utilities - Access to Transport Corridors' and the associated Hutt Valley Local Conditions.

Payment for the nominated monthly sum shall be made provided the specified performance criteria have been met.

#### **5.2.6 Item 106 – Event Management Assistance**

This item covers all the costs with setting out temporary traffic management and cones associated with events within Hutt City as directed by Council Officers. This shall include all labour and transport costs to supply and erect temporary traffic management signs (up to 10 signs) and cones (up to 100) and to remove these upon completion of the event.

Payment shall be made for the nominated sum for each time the Contractor is required to undertake assistance with event management for the Council.

#### **5.2.7 Item 107 Contingency Sum**

A contingency sum of s7(2)(b) per year is included in the contract for undertaking any additional works as instructed / approved by the Principal in writing.

### **5.3 Section 200 – Street and Channel Cleaning and Litter Pickup**

#### **5.3.1 Item 201 - Preparation of Monthly Reports**

This item covers all costs associated the preparation of the monthly reports as specified. It shall include all related inspections, record keeping, public / contract liaison, audits, correspondence and reporting as specified, including providing the reports within the required timeframes.

Payment for the nominated monthly sum shall be made provided the specified performance criteria have been met.

#### **5.3.2 Item 202 - Preparation of Monthly Management Plans (Work Programmes)**

This item covers all costs associated the preparation and monitoring of the monthly work programmes as specified. It shall include preparation of work programmes for all the work to be undertaken within the month to achieve the required performance criteria, monitoring performance, audits and adjusting work programmes as necessary, and the providing the monthly work programmes to the Principal as specified within the required timeframes.

Payment for the nominated monthly sum shall be made provided the specified performance criteria have been met.

#### **5.3.3 Item 203 – Street and Channel Cleaning and Litter Pick up**

These items shall cover all costs associated with the road and channel cleaning and litter collection and disposal from approximately 500 km of urban and rural roading network and service lanes (Schedule 8.7), including all disposal fees, as specified. This item also includes the cleaning of the cycle lanes (Schedule 8.2), footpaths and the removal, storage and notification associated with dead animals as specified.

Payment for the nominated monthly sum shall be made provided the specified performance criteria have been met, and reporting against work programmes and performance level achievements have been completed.

## **5.4 Section 300 – Sump Cleaning**

### **5.4.1 Item 301 – Preparation of Monthly Reports**

This item shall be as per Item 201.

### **5.4.2 Item 302 - Preparation of Monthly Management Plans (Work Programmes)**

This item shall be is as per Item 202.

### **5.4.3 Item 303 – Sump Cleaning**

This item shall cover the costs associated with the cleaning of all sumps located in HCC roads (both urban and rural), service lanes (Schedule 8.7) and HCC traffic carparks (Schedule 8.8), and HCC Parks and Reserve Sumps (Schedule 8.11). This work also involves the checking and cleaning of the Critical Sumps (Schedule 8.10) as specified. The work shall include the removal of all debris, sludge and foul water from the sumps and the washing down of the sumps as specified. All waste shall be disposed of at an appropriate disposal facility and the Contractor shall be responsible for all testing and disposal fees associated with disposal.

Payment for the nominated monthly sum shall be made provided the specified performance criteria have been met, and reporting against work programmes and performance level achievements have been completed.

Note: The sump cleaning required in the internal areas of the CBD, shopping areas, low level footpaths, walkways and subways where sucker truck access (Educt) is generally not possible is included in the respective schedule items for the cleaning of these areas.

## **5.5 Section 400 – Carpark Cleaning.**

### **5.5.1 Item 401 – Preparation of Monthly Reports**

This item shall be as per Item 201.

### **5.5.2 Item 402 - Preparation of Monthly Management Plans (Work Programmes)**

This item shall be is as per Item 202.

### **5.5.3 Item 403 – Traffic Carparks Cleaning and Litter Pickup**

This item shall cover the costs associated with the cleaning of the pavements and channels and removal of litter as specified from the Hutt City Council Traffic Carparks (Schedule 8.8).

Payment for the nominated monthly sum shall be made provided the specified performance criteria have been met, and reporting against work programmes and performance level achievements have been completed

Note: Reserve carparks are not maintained under this contract but the sumps within the carparks are (See Scheduled item 303).

## **5.6 Section 500 - Low Level Footpath, Walkways, Cycleways and Subway Cleaning**

### **5.6.1 Item 501 – Preparation of Monthly Reports**

This item shall be as per Item 201.

### **5.6.2 Item 502 - Preparation of Monthly Management Plans (Work Programmes)**

This item shall be as per Item 202.

### **5.6.3 Item 503 – Low Level Footpath Cleaning**

This item shall cover the costs associated with the cleaning, removal of litter and cleaning of low level footpath channels and sumps (Schedule 8.5) as specified.

Payment for the nominated monthly sum shall be made provided the specified performance criteria have been met, and reporting against work programmes and performance level achievements have been completed.

### **5.6.4 Item 504 – Walkway and Cycleway Cleaning**

This item shall cover the costs associated with the cleaning, removal of litter and cleaning of sumps in Walkways and cycleways (Schedules 8.2 and 8.4 ) as specified.

Payment for the nominated monthly sum shall be made provided the specified performance criteria have been met, and reporting against work programmes and performance level achievements have been completed.

### **5.6.5 Item 505 – Subway Cleaning**

This item shall cover the costs associated with the cleaning, removal of litter and cleaning of sumps in Subways (Schedule 8.9) as specified.

Payment for the nominated monthly sum shall be made provided the specified performance criteria have been met, and reporting against work programmes and performance level achievements have been completed.

## **5.7 Section 600 - Hutt City Major and Minor Shopping / Commercial Areas**

### **5.7.1 Item 601 – Preparation of Monthly Reports**

This item shall be as per Item 201.

### **5.7.2 Item 602 - Preparation of Monthly Management Plans (Work Programmes)**

This item shall be as per Item 202.

### **5.7.3 Item 603 – Major and Minor Shopping /Commercial Areas**

This item shall cover the costs associated with the cleaning and removal of litter from all footpaths, plazas, streets, channels within the major (Schedule 8.12) and minor (Schedule 8.14) shopping / commercial areas. It also includes the cleaning of internal sumps (those other than the road sumps) within these areas.

Note: Payment for the clearing and cleaning of litter bins within the major and minor shopping/commercial areas is included in Schedule of Prices Items 703 and 704.

Payment for the nominated monthly sum shall be made provided the specified performance criteria have been met, and reporting against work programmes and performance level achievements have been completed.



## **5.8 Section 700 – Litter Bin Servicing and Ashtrays**

### **5.8.1 Item 701 - Preparation of Monthly Reports**

This item shall be as per Item 201 and shall also include the six monthly update of the litter bin / ashtray register.

### **5.8.2 Item 702 - Preparation of Monthly Management Plans (Work Programmes)**

This item shall be is as per Item 202.

### **5.8.3 Item 703 – Litter Bin Emptying**

This item shall cover the costs associated with the emptying of all the litter bins within Hutt City (approximately 506 bins) to meet the performance criteria as specified. This shall include all inspections, the emptying of the rubbish bins, the replacement of bag liners and all associated disposal costs.

Payment for the nominated monthly sum shall be made provided the specified performance criteria have been met, and reporting against work programmes and performance level achievements have been completed.

### **5.8.4 Item 704 – Litter Bin Cleaning**

This item shall cover the costs associated with the cleaning of all the litter bins within Hutt City (approximately 506 bins) to meet the performance criteria as specified. This shall include the cleaning of the inside and outside of the bins and any solid liners, removal of posters, notices adhesive and graffiti and water blasting of the bins as specified.

Payment for the nominated monthly sum shall be made provided the specified performance criteria have been met, and reporting against work programmes and performance level achievements have been completed.

### **5.8.5 Item 705 – Ash Tray Servicing**

This item shall cover the costs associated with the emptying and cleaning of the ash trays in the Hutt CBD to meet the performance criteria as specified.

Payment for the nominated monthly sum shall be made provided the specified performance criteria have been met, and reporting against work programmes and performance level achievements have been completed.

### **5.8.6 Item 706 – Minor Repairs – Provisional Sum**

This item is a Provisional Sum allowance for the repair or refurbishment of existing litter bins as identified by the Contractor during the course of their works.

The actual cost of refurbishing or repairing the litter bin shall be paid for as a variation to the contract, however the Contractor must provide a quote for the cost of the litter bin refurbishment/repair to the Principal for consideration and approval prior to undertaking any refurbishing or repair work.

### **5.8.7 Item 707– Installation of Refurbished Bins or New bins supplied by Council**

#### **Items 707.1 and 707.2**

These two items shall cover all the costs to remove the existing damaged litter bin as necessary, supply a temporary bin as necessary, and install a refurbished litter bin, or a new litter bin supplied by Council, on the different type of bases as scheduled. New bases installed must match the existing pavement type and these

costs are to be included. This item shall also include all costs associated with holding and storing stocks of refurbished and new bins for replacement as necessary.

Payment shall be for the nominated sum for each refurbished or new bin installed on the different type of bases as scheduled provided the specified performance criteria have been met.

#### **5.8.8 Item 708 – Removal of Redundant Bin Bases**

This item is for the removal and disposal of a redundant or damaged bin base. It shall include all costs associated to excavate and remove the base below ground level and to reinstate the surfacing to match the existing surface. Cutting off the pole at ground level is not allowed.

Payment shall be for the nominated sum for each bin base removed provided the specified performance criteria have been met.

#### **5.8.9 Item 709 – Installation of New Litter Bins**

##### **Items 709.1 to 709.2 inclusive**

These items shall cover all the costs to remove an existing damaged litter bin as necessary, supply a temporary bin as necessary, and supply and install the new type of bin as scheduled on an existing base or a new base. New bases installed must match the existing surfacing type.

Payment shall be for the nominated sum for each type of bin installed as scheduled provided the specified performance criteria have been met.

#### **5.9 Dayworks**

Payment shall be made for each category as follows:

##### **Item - Labour**

The hourly rates shall provide for payment of staff employed on daywork authorised by the Principal but shall exclude plant operators provided for in the Plant item below.

Payment shall be calculated from the actual hours worked on such day work.

The scheduled rate for staff shall be inclusive to cover wages, contractor's profit, superintendence, all insurances, levies, holidays with pay and allowances, accommodation or travel costs, and all clerical office and other overhead costs, use of hand tools, light and non-mechanical plant and all other incidental charges whatsoever. This item shall include for all on and off-site overheads and on-costs.

##### **Item - Plant**

The hourly rates for plant shall be deemed to include for the plant operator(s).

Payment for hire of plant shall be based on the hourly rates contained in the Schedule of Prices. In the event that no applicable hire rate is contained in this Schedule, a rate will be negotiated comparable within similar items of plant. This item shall include for all on and off-site overheads, on-costs and profit.

The Contractor shall generally provide a quote and the Principal shall approve all variations (Ordered Work) prior to the work being undertaken, unless it is an emergency situation.

Payment shall be at day works rates or at the quoted price for the work undertaken. See also Clause 7.6 relating to ordered work.

## 6. GENERAL SPECIFICATION

### 6.1 Preliminary and General

#### 6.1.1 Scope of Work

The work included in this General Specification and the Specifications included in Section 7, detailed as follows:

- The sweeping of, and clearing litter from, urban and rural streets and associated kerb and channel and sump tops, cycle lanes, footpaths, road and pedestrian bridges. This includes minor spills and removal of dead animals.
- The cleaning of sumps / sump pits in all locations with particular attention to critical sumps.
- The cleaning of car park channels and clearing of litter.
- The cleaning of low level footpath channels and litter pickup.
- The cleaning of subways and litter pickup.
- Ordered works (Variations).
- The presentation of the major and minor commercial / shopping areas in a clean condition every day.
- The sweeping and cleaning of walkways and cycleways.
- The clearing, cleaning and maintenance of litter bins.

The contract includes the provision of all labour, plant, equipment, materials, traffic control measures and anything else that is necessary for the effective compliance with this contract.

#### 6.1.2 Location of Work

The location of the work is within the legal road corridor and public areas within Hutt City. The areas of work covered and the approximate quantities involved are as detailed:

- Roads (includes adjoining footpaths and cycle lanes) – approx 490 kms
- Sumps – approx 9,000
- Services Lanes (Schedule 8.7 – approx 6 kms)
- Walkways and Cycleways (Schedules 8.2 and 8.4 – approx 40 kms)
- Car Parks – (Schedule 8.8)
- Major (Schedule 8.12) and Minor (Schedule 8.14) shopping / commercial areas
- Subways (Schedule 8.9)

The Tenderer shall note that the above is an estimate only and the Principal does not guarantee absolute accuracy.

#### 6.1.3 Tenderers to Inspect Site

The Contractor shall be deemed to have made sufficient inspection in order to satisfy themselves of the level of work required to meet the contract specifications and requirements prior to pricing the works.

#### 6.1.4 Response Times

It will be necessary for response times to be met to satisfy the Principal's prescribed service levels to residents, motorists and businesses.

**The Contractor shall respond to any problem of an urgent / immediate nature or with safety implications within 1 hour.**

The response times for various aspects of this work are included in the contract specifications.

For Customer Services Requirements the following response times shall apply:

(For the purposes of this Contract, a "customer" may be a resident or property occupier affected by the works, a motorist, Council's Customer Call Centre staff, or Council Officers).

Activity	Response Time
Contractor acknowledges customer call	Within 24 hours
Investigate enquiry	Within 1 days of receipt of call
Follow up call to customer	Within 2 days of completion of remedial works
Report to Principal	Within 24 hours of each change in status
Urgent / Immediate request	Within 1 hour

#### 6.1.5 Traffic Control and Traffic Management at Work Sites

Almost all aspects of physical works for this Contract involve working within legal road corridor. The safety of the general public and the Contractor's own staff or supervisors, is most important.

All temporary traffic management control shall be carried out in accordance with TNZ Code of Practice for Temporary Traffic Management and any amendments as determined by the Principal. Work shall also be carried out in accordance with the National Code of Practice for Utilities Access to Transport Corridors and the associated Hutt Valley Local Conditions. This specification requires a 'Corridor Access Request' to be uplifted in all cases when work is undertaken in the road reserve. This will require the Contractor to submit generic traffic management plans for the various traffic situations that will be encountered during the course of the works and submit these to the Council / Principal for approval.

All roads shall be treated as Level 1 in accordance with TNZ Code of Practice for Temporary Traffic Management with the exception of Wainuiomata Hill Road and State Highway 2, which are classified as Level 3 roads.

**The Contractors attention is drawn to Section D of the TNZ Code of Practice for Temporary Traffic Management in relation to mobile operations and the requirements in relation to the use of lead and tail pilot vehicles and shadow vehicles, particularly in relation to roads with posted speed limits over 65km/hr, including Eastern Hutt Road which is classified as a Level 1 Road. In addition to these requirements a tail pilot vehicle shall also be used when cleaning Marine Drive from Seaview to Eastbourne, Coast Rd and Moores Valley Road Wainuiomata (rural parts).**

Wainuiomata Hill Rd and State Highway 2 are classified as Level 3 Road's within the TNZ Code of Practice for Temporary Traffic Management with a speed limit of greater than 65km/hr and as such all work undertaken within the carriageway requires the use of a truck mounted attenuators as both the tail pilot vehicle and shadow vehicle. This may require the use of a specialised traffic management company and the contractor shall allow for such in their contract price.

The Principal may, at any reasonable time, conduct an audit to ascertain the Contractor's level of compliance with the Traffic Control Specification. Failure to comply in any way with the specification requirements will

result in the non-payment of the schedule amount for Traffic Management for the month in which the non-compliance was observed.

#### **6.1.6 Documents**

The documents and specifications are divided into various sections for convenience and reference only. No claims will be accepted in respect of work not specifically mentioned in a particular section but which is provided for, expressed or implied elsewhere in the Specifications or the Drawings.

Specifications shall be read in conjunction with the TNZ and Hutt City Council Standard Specifications that are referenced in parts of the specifications (Section 6 and 7) and which are deemed to form part of these specifications.

These documents are prepared for, and are intended for use by experienced practitioners in street cleaning, sump cleaning and litter pickup, and should be interpreted accordingly. It shall be the Contractor's responsibility to bring any ambiguity, omission or contradiction to the Principal's notice for a decision.

#### **6.1.7 Other Related Documents**

The Contractor is required by law to comply with all Acts, Regulations and Bylaws. The following are particularly relevant to this Contract:

- ▶ Land Transport Management Act 2003
- ▶ All relevant Hutt City Council Bylaws and Policies
- ▶ Local Government Act 1974
- ▶ Resource Management Act 1991
- ▶ Health and Safety at Work Act 2015
- ▶ Construction Contracts Act 2002

#### **6.1.8 Noise**

All operations must comply with the noise provisions of the Resource Management Act 1991. All vehicles and stationary engines shall be properly silenced to keep noise to a practical minimum.

Furthermore, no noise generated shall exceed permissible standards provided under Hutt City Council's transitional, proposed, or operative District Plan or shall exceed recognised machinery / plant decibel ratings.

In residential areas noise generated by cleaning operations is to be kept to a minimum. Vehicle doors are not to be slammed and vehicles which have a reversing alarm are to be driven forward unless it is impracticable not to. Radios are not to be played loudly. Blower vacuum machines to be kept at low revs.

The Contractor will be required to manage complaints about noise and to change their procedures or programme for cleaning (if necessary) to resolve repeated noise complaints. Particular attention is drawn to the CBD areas such as Lower Hutt CBD, Petone CBD, Stokes Valley, Naenae and Taita CBD's. The principal reserves the right to request that the Contractor use a method that eliminates noise (such as broom and shovel) where complaints are received. Any changes to the programme or procedures will be in consultation with the HCC and any change required will not be a variation to the contract.

#### **6.1.9 Performance Management and Reporting Requirements**

##### **General**

The Contractor and their staff are representing the Hutt City Council and they are effectively the Council's eyes and ears out on site. As such the Contractor and their staff shall report immediately any safety issues or concerns identified during the course of their works. This shall include, but is not limited to, subway lights out, large slips or potholes on the road, damage to guardrails, damage to road signs, missing sump grates or

damage to other street furniture which represents a hazard, water leaks and areas of excessive or obscene graffiti. The Contractor's staff shall also relay to Council any relevant complaints passed on to them by members of the public.

**Weekly advice to Principal's Representative**

Every Monday morning the Contractor shall email to the Principal's Representative a brief summary of the type of activities planned and the areas in which work will be undertaken in that week. This is to enable the Principal to monitor the Contractor's progress, perform audits, co-ordinate with other works and to confirm exact location and type of works as necessary.

Contract Variations may also arise from Requests for Service (RFS) from the public, variation orders raised by the Principal, or emergency works instructions from Council officers with delegated authority. Any such variations shall be reported as covered below.

**Monthly Programme**

A proposed work programme for the following month shall be submitted to the Principals Representative prior to the end of the preceding month. The monthly programme shall include:

- ▶ The type of activities planned and the areas in which work will be undertaken in the following month
- ▶ Any remedial or follow up works to be undertaken within the following month
- ▶ Budget Control statements with indications of possible under or over expenditure and comparisons against monthly and year to date forecasts.

**Monthly Reporting**

No more than five working days after the end of each month the Contractor shall supply a comprehensive report including:

- ▶ A summary of the location, extent and type of work carried out in the month. This shall include the date and time that roads have been swept and the location of sumps that have been cleaned together with the status in relation to the monthly programme and any work that has not been completed and the reasons why.
- ▶ Details of any additional works requested by the Principal as an authorised variation to the contract.
- ▶ A list of internal audits performed on the work and work practices.
- ▶ The quantity (tonnage) of waste material disposed of at the Silverstream Landfill, or any other approved disposal facility, associated with this contract supported by weigh dockets or similar.
- ▶ A list of non-complying works, services or systems
- ▶ A report on remedial measures undertaken or proposed to remedy non-conforming items
- ▶ Details of problems encountered, including public complaints, and actions taken to rectify these.
- ▶ Details of any claims of damage, including the complainant's details and actions taken to rectify.
- ▶ The payment claim for the month

The deductions to be applied with regard to reporting in each of the work categories are:

▶ Fault	▶ Deduction
▶ Report delivered late	s7(2)(b)
▶ Report incomplete	
▶ Report late and incomplete	

Much of the physical work have performance criteria that must be achieved prior to payment in full (refer Clause 6.8 - Performance Criteria).

**The Contractor will be expected to have sufficient resources available to ensure performance is met citywide within two weeks from a major storm event. Failure to meet this requirement may result in deductions being applied.**

#### **6.1.10 Meetings**

The Contractors, and if applicable, all sub-contractors, shall attend meetings as requested by the Principal for the purpose of reviewing the progress and quality performance of the Contract. The Contractor will be required to meet fortnightly with the Principals Representative managing the day to day running of the Contract.

#### **6.1.11 Measurement and Payment**

Measurement and payment shall be as per Section 5 "Basis of Payment", subject to the performance criteria detailed in Clause 6.8.2 .

The Contractor shall submit a signed Monthly Claim for payment which shall include details of the scheduled work undertaken in the month and any variation expenditure agreed to by the P incipal, including an explanation of the work undertaken and quoting the relevant reference number where applicable.

#### **6.1.12 Plant and General Requirements**

Plant to be used for each category of work shall be as required to attain the specified standards. The Contractor shall supply a schedule of plant to be used for each category of work. The Council will prohibit the use of noisy machinery.

Street sweeping plant is to be designed to pick up or blow detritus to a collection point, without creating dusty conditions. **Water must be used to minimise dust while street sweepers are in operation.**

**A minimum of four road sweepers, two footpath sweeper and one Educt (sumper) Truck of good appearance and mechanical condition will be required to successfully fulfil this contract and appropriate backup. Evidence of the sweepers and other plant and equipment available must be shown at time of tender. The road sweeper trucks shall be of a high standard of environmental and performance specification similar to the McDonald Johnson VT605. The footpath sweeper shall have a similar specification to a Green Machine 636.**

Failure to include a list of at least four road sweepers, one footpath sweeper and one sumper truck, including the age and type, at the time of Tender, will result in a non-complying Tender. **The four road sweepers, two footpath sweepers and one Educt (sumper) Truck shall be dedicated 100% full time to this contract, and be available 24 hours of each day of the Contract.**

Street and footpath sweeping machines, blowers etc. shall comply with the NZS6803:1999 noise decibel ratings and shall not exceed 80dba. Machine dba rating shall be included in the tender submission.

**Plant and equipment shall be kept in a clean and tidy condition with Council approved safety markings/signs and flashing beacons etc. as required to meet and occupational and safety standards and HCC requirements.**

**As part of the tender evaluation process the Principal will require all plant proposed to be used for the contract to be viewed and approved as suitable for the contract. Plant lists, with registration details where applicable, shall be provided as part of the Tender Attribute information for Resources.**

**Details of all personnel proposed for the contract shall also be provided as part of the Tender Attribute information for Resources.**

Plant and personnel submitted for the contract shall not be changed without the approval of the Principal.

### 6.1.13 Staff

Staff shall be trained in public relations so that they have harmonious relations with the public. They are to be tidily dressed in clothing that will identify them with the work they are doing and who they are employed by. Dress shall incorporate safety vests (HCC approved vests must be worn at all times)

### 6.1.14 Statements to the Media:

The Contractor shall not make statements to the media. All enquiries are to be directed to the Principal.

### 6.1.15 Hours of Work

#### General

Hours of work are unrestricted except that in residential areas machinery shall not be operated between the hours of 7 pm to 7 am or during weekends and public holidays (except in an emergency).

The Principal reserves the right to allow the use of road sweepers on weekends at their sole discretion

The Contractor must select the most suitable hours for working within Hutt City. In selecting work hours, the Contractor must give due consideration to the adjacent residents or businesses, to the footpath and road users, levels of carparking and to the size and type of works proposed.

**The schedule of proposed hours of work in the shopping / commercial areas shall be approved by the Principals Representative prior to the contract starting. The successful Contractor and Council officers will negotiate and agree upon suitable times to carry out any major commercial cleaning. Once agreed, the Contractor shall produce a schedule of major cleaning sites and the proposed timing of this work.**

It may be necessary for the Contractor to carry out cleaning in split shifts (daily) to achieve the required contract performance. Any extra litter noted in a day shall be cleaned up as and when required.

Any changes to the times shall be re-negotiated with the Principal prior to the contractor changing their operations.

#### Emergency Works

Emergency works shall be responded to within 1 hour of notification at any time day or night and weekends inclusive. The Contractor shall have sufficient resources on call to attend to emergency works and to ensure emergency work does not impact on the overall service delivery performance of this contract. See also Clause 6.12 relating to emergency response.

### 6.1.16 Complaints

Any complaints received by the Principal or Council regarding any aspect of the Contract will be passed on to the Contractor who shall immediately investigate the complaint, and if it is found that the performance standard has not been met, rectify the matter. If it is found that the complaint is not justified the matter is to be referred back to the Principal.

Any complaint directly to the Contractor's staff shall be dealt with in a similar manner.

The Contractor shall keep a record of all complaints received from the Council's Principal or the public and shall record these, detailing the action taken, in their monthly reports.

### 6.1.17 Public Relations

In view of the high public interest in litter control, street, sump and amenity cleaning, the maintenance of good public relations to maintain a high image of both Council and Contractor is essential.

The Contractor and staff shall (at all times) display a positive and co-operative attitude in dealing with the public. When employing staff the Contractor should take these needs into account.



Staff shall be trained in public relations so that they have harmonious relations with the public. They are to be tidily dressed in clothing that will identify them with the work they are doing and who they are employed by. Dress shall incorporate safety vests.

#### **6.1.18 Responsibility for Damage**

The Contractor shall be responsible for investigating every complaint of damage reported to the Principal or directly to the Contractor.

Where, by reason of activities of the Contractor, damage results to any public or private property including roads, footpath, structure, trees or gardens, the Contractor, without extra payment shall:

- a) Negotiate a settlement with the property owner.
- b) Arrange for the repairs to be carried out with an agreed completion time from the above settlement. The date of completion shall not be more than one month from the date of the incident.
- c) Report to the Principal both the incident and resolution within 24 hours.

#### **6.1.19 Communications**

The success in managing a maintenance contract from both the Principal's and Contractor's perspective is clear and frequent communication. The Principal's Representative needs at any time to be able to communicate with the Contractor regarding the state of the works in progress and the progress with approved programmes.

##### **Normal Office Hours**

The Contractor shall maintain and staff a telephone, facsimile machine and e-mail able to receive messages and instructions from the Principal's Representative at all times between the hours of 7.30am and 5.00pm Monday to Friday except public holidays. The Contractor's receiver of the communications shall have facilities available to immediately transmit information to field staff. Automatic answer phone systems shall not be acceptable.

##### **After Hours Communications**

**The Contractor shall maintain at all times outside normal working hours a telephone suitably manned to provide prompt, courteous, helpful and efficient response to enquiries or instructions received.**

**Council operates a 24 hour telephone service. Urgent calls will be immediately re-laid to the Contractor's 24 hours contact phone number. Non urgent messages will be emailed to the Contractor the next working day.**

#### **6.1.20 Supply of Materials**

The Contractor shall supply in sufficient quantities all materials necessary for the completion of the Contract Works.

All materials shall comply with the appropriate NZ Standard Specifications.

## **6.2 Disposal of Surplus Material**

Surplus or waste material resulting from the Contract Works shall be disposed of to landfill or cleanfill sites, in accordance with the resource consent conditions applicable to each such disposal site. The Contractor shall be responsible for any/all testing as required to ensure compliance with the resource consent conditions for disposal.

The disposal of surplus material shall at all times be in accordance with Regional Plans, Council bylaws, statutory legislation and any resource consent conditions associated with the disposal site.

### 6.2.1 Landfill / Disposal Fees

All landfill and disposal fees charged will be the responsibility of the Contractor and shall be allowed for in relevant rates and prices.

### 6.2.2 Disposal Tonnages

An indicative guide to the monthly weight of rubbish and debris disposed of to the landfill from all activities associated with this contract is 300 tonnes. **Please note this tonnage is indicative only and will vary. No guarantee is expressed by the Principal, or shall be taken by the Contractor, in respect to the accuracy of this weight. It is up to the Contractor to allow for all disposal costs associated with the contract works and there shall be no variation claims from the Contractor should the actual weight disposed on in any given month differ from the indicative weight above.**

### 6.2.3 Reporting of Disposal Tonnages

As part of their monthly reporting the Contractor shall provide Council with the disposal tonnages of all rubbish and debris disposed of at the landfill, or other approved site, generated from this contract and this shall be supported by copies of weigh dockets.

## 6.3 Sub-Contractors

If the Contractor is subletting portions of the Contract the names of all proposed sub-contractors shall be submitted with the Tender. The Principal reserves the right to require a sub-contractor to be changed. If the Principal declines to accept a particular sub-contractor no additional payment will be due to the Contractor in respect of the cheapest sub-contractor or not, in the event, being employed. Sub-contractors shall not be changed without the prior agreement of the Principal. Sub-contractors are not permitted to sublet any of their work without the consent of the Principal.

Approval by the Principal of parts of a sub-contractor's works being sublet to particular persons or firms in no way relieves the Contractor or the Sub-contractor of any of their responsibilities under the Contract.

## 6.4 Partnering

### 6.4.1 Background

Hutt City Council believes strongly that maximum value and benefits will be delivered to contract partners when a partnering philosophy is adopted.

This means that all parties need to understand the culture, values, and key business drivers of the others, and commit to work together to create a relationship that supports these imperatives, and is open, committed, proactive, and professional.

Hutt City Council's culture is about service. For the most part, that service is delivered through contracts and contractual arrangements with our suppliers and Contractors. For many of our customers the Contractor's face is the face of Hutt City Council. Hutt City Council sees maintaining and building partnerships with Contractors as key to improving customer service.

Hutt City Council has therefore implemented an ongoing programme to build closer relationships with key suppliers. The programme is called BETTER TOGETHER, and will form the framework within which the partnership will develop.

### 6.4.2 Partnering Values

Hutt City Council is looking for a contract partner who will:

- ▶ Recognise the importance of the customer and go the extra mile to provide excellent customer service.
- ▶ Be reliable, consistent and proactive in providing service.

- ▶ Adopt a positive can-do and pragmatic approach to providing solutions to issues facing Hutt City Council
- ▶ Strive for outcomes which are successful for customer, client and Contractor.
- ▶ Be responsible and act with honesty and integrity at all times.
- ▶ Respect Hutt City's culture and values, and ensure services are provided in a manner which is consistent with, and supportive of, the same.

For its part, Hutt City Council and its Contract Managers will:

- ▶ Recognise and affirm the Contractor's key business drivers and culture.
- ▶ To the extent reasonably possible without compromising the parties obligations and accountabilities under the contract, work with the Contractor to identify and implement strategies to facilitate the achievement by the Contractor of its commercial objectives.
- ▶ Strive for outcomes which are successful for customer, client and Contractor.
- ▶ Be responsible and act with honesty and integrity at all times.

### **6.4.3 Relationship Management**

Hutt City Council propose that the commitment and values expressed above will be enacted throughout the term of the contract via formal and informal processes.

Informal processes will typically comprise:

- ▶ Daily contact between Contractor and the Principal's representative at an operational level via phone, email, meetings, etc. to promote efficient contract operation.

Formal processes will typically comprise:

#### **Induction meeting**

After contract signing, Contractor's staff and Consultant representatives will be expected to attend an induction morning (presented by Hutt City Council) to gain an understanding of the Local Government business environment, and of Hutt City's culture and values' strategic objectives, and key business drivers. The successful Contractor is encouraged to provide a similar function for Hutt City Council to attend.

#### **Contract Management Team**

The Contractor and Hutt City Council will both nominate relevant operational staff to this team, which will be responsible for the day-to-day management and performance of the Contract. This team will meet formally at least fortnightly to discuss general issues and performance, in addition to quarterly Contract Performance Appraisal Meetings.

#### **Contract Control Group**

The Contractor and Hutt City Council will each nominate one staff member to this group; expected to be a senior manager. The role of this group is to promote partnering and monitor contract progress, and to provide a forum for disputes resolution without the need for recourse to formal contract processes.

### **6.4.4 New Staff Induction**

New staff added to the contract by either party will attend an (abbreviated) induction course as outlined above.

### **6.4.5 Auditing**

The Hutt City Council may employ, from time to time, an internal and external auditor to review Contractor quality and health and safety systems and/or any technical issues. The Project Management Team will be responsible for prompt implementation of any recommendation arising from such audits.

The Contractor is similarly encouraged to audit, as necessary, those Hutt City Council systems and processes which are agreed to be necessary for the efficient performance of the contract.

## **6.5 Health and Safety**

### **6.5.1 Introduction**

Requirements for Health and Safety management for this Contract are as set out within this section of the Specification, and also as covered in the Hutt City Council Health and Safety Specification for Contracts (Spec 31).

Contractors tendering for this Contract shall submit details of the company's Health and Safety Policy and Procedures for review by the Principal as part of the tender process. Requirements for submission of this information are covered in Section 2 (Conditions of Tendering) and Spec 31.

A Safety Plan specific to the Contract works is required within 10 days of the acceptance of the contract. A draft format for a Safety Plan is included in Spec 31. A list of known or possible hazards is included for the Contractors information (refer Clause 6.5.4).

The Contractor shall allow to attend an initial start-up meeting and quarterly meetings to review Health and Safety management practices and issues relating to this Contract, including the accident/safety record.

The Contractor shall ensure that prior to commencing work, all employees and sub-contractors attend an induction meeting which shall include the introduction of the health and safety and engagement / employment standards required for this Contract. The Contractor shall specially ensure that requirements of the Principal's standard specifications; 'National Code of Practice for Utilities - Access to Transport Corridors' and the associated Hutt Valley Local Conditions and the Hutt City Council Health and Safety Specification for Contracts are fully understood by all subcontractors and employees.

### **6.5.2 Compliance**

The Contractor shall comply with all Health and Safety requirements that are set out in the following documents:

- ▶ Health and Safety at Work Act 2015 and any amendments thereto
- ▶ Health and Safety at Work Regulations 2016, any amendments thereto and all other regulations under the Health and Safety at Work Act 2015
  
- ▶ Hutt City Councils Health and Safety Specification for Contracts - Specification No. 31 - including all appendices (appended to this contract).
- ▶ Hazardous Substances and New Organisms Act (HASNO)
- ▶ All Codes of Practice relevant to the physical work of the contract.
- ▶ The Contractor shall also ensure that sub-Contractors comply with all health and safety requirements including appropriate selection and induction of sub-Contractors by the Contractor.

The Contractor shall give due notification to Work Safe NZ before the commencement of any notifiable works (as defined in the Health and Safety at Work Regulations 2016).

### **6.5.3 Control of Site**

The Principal may audit a work site from time to time. However supervision, security and control of the work sites are the responsibility of the Contractor during the physical works.

#### 6.5.4 Safety Plan

In undertaking the Contract Works, the Contractor acknowledges that persons at or near the site of the physical work, may be exposed to hazards during the investigation, design, and preparation work - as well as during the physical work relating to the Contract.

The Principal has identified a number of hazards to which the Contractor shall give due consideration in regard to the safety on the site.

At various stages during investigation, design and contract work hazards may include, but are not limited to the following:

- ▶ Construction machinery/equipment/power tools
- ▶ Contractors/other persons engaged on site
- ▶ Emissions/heat from construction machinery /equipment
- ▶ Falling/flying objects
- ▶ Sharp objects
- ▶ Hazardous chemicals/materials
- ▶ Manual handling
- ▶ Materials stockpiled on site
- ▶ Noise
- ▶ Overhead services
- ▶ Pedestrians
- ▶ Traffic on-site/passing the site
- ▶ Trees near/overhanging the site
- ▶ Underground services
- ▶ Uneven ground

The Contractor is required to document any additional hazards relating to the Contract Works that the Contractor identified during the investigation and design work.

The provision of this hazard list by the Principal does not affect the Contractor's primary responsibility under the Health and Safety at Work Act 2015 as to the safety of its employees and persons on or about the sites.

In addition, there are in-house hazards associated with the Contractor's office working environment, and which the Contractor is expected by the Principal to have already documented and addressed as required under the Health and Safety at Work Act 2015.

The Contractor is required to submit a safety plan outlining the procedures that the Contractor will take to mitigate all identified hazards during the Contract Works.

The safety plan shall also set out details of the requirements for temporary traffic management and how those requirements will be complied with.

For the purposes of Clause A4.3 (Principal's Responsibilities) of Section A4 (Powers and Responsibilities) in TNZ Code of Practice for Temporary Traffic Management in New Zealand, The Principal shall review and approve Traffic Management Plan's (TMP's).

In relation to temporary traffic management in the vicinity of a work site, the Safety Plan prepared by the Contractor shall specify the requirements for the active work site in daytime.

The Safety Plan shall include as a minimum standard that solid safety barriers be placed around all construction plant, equipment and materials that are within a work site, during times when these items are not being actively used on the day or when the site is unattended. During periods of work at a site, the area

of the work site under construction is also to be isolated from all traffic (vehicles, cyclists, pedestrians) by fencing or solid barriers. Solid barriers shall also be placed around machinery or plant that is parked outside of a work site.

That Safety Plan shall also specify the different requirements for times when a site is unattended by day, and for night time - or other times when natural daylight is not adequate for effective illumination of the site.

In addition, the Contractor shall regularly and appropriately report on their health and safety auditing of a work site at night, and at other times when a site is unattended.

### **6.5.5 Breaching of Safety Requirements**

The Contractor's attention is drawn to the severe penalties under the Health and Safety at Work Act 2015 for failure to comply. In addition failure by the Contractor to comply with the Act and/or the Principals requirements for Health and Safety may be viewed by the Principal as a breach of contract resulting in the Principal taking action under the contract conditions. This may take the form of having corrective work carried out by others, or in the event of serious or persistent breaches, the Contract being terminated.

### **6.5.6 Reporting Requirements for Accidents**

The Contractor shall report any accident to the Principal and/or any other relevant authority as required by the Health and Safety at Work Act 2015 on or related to any work site under the Contractor's control, relating to either the Contractor's staff or the public, immediately of the Contractor becoming or made aware of such an accident. A formal written report shall be submitted to the Principal, and any other authority as requested, within 24 hours of the accident and shall include the following:

- A detailed description of how the accident occurred and the consequences thereof.
- Details of the safety measures/provisions in place at the time of the accident (including temporary traffic management layouts and supporting photos) and the actions undertaken after the accident.
- An assessment as to the cause of the accident.

The Contractor's attention is drawn to a requirement of the Act that the site of an accident may not be disturbed without the approval of a safety inspector.

The Contractor shall maintain a register of any such accidents listing full details known and supply a copy to the Principal.

## **6.6 Environmental Management**

The Contractor shall ensure all work and disposal of surplus material is carried out in accordance with Regional Plans, Council bylaws, statutory legislation and any resource consent conditions associated with the disposal site

The Contractor shall be responsible for all testing as necessary for compliance with any resource consent or other disposal conditions, and for all disposal fees.

The Contractor shall prepare and submit a project-specific Environmental Management Plan (EMP) to the Principal at least 10 working days prior to commencing work on Site. This EMP shall identify the measures and the sequences of operations to be adopted by the Contractor and sub-contractors, in order to satisfy the applicable regulations and constraints.

The Principal will review EMP, and advise the Contractor whether or not there are any amendments required to the submitted EMP.

The Contractor shall be responsible for any delays and costs that arise due to any environmental non-compliance.

The EMP shall include details of the Contractor's overall work methodology and include details of mitigation measures to be adopted in the event of any adverse impact on the environment resulting from the Contractor's activities. This shall include at least the following:

- ▶ Management of chemicals stored and used on site.
- ▶ Management of fuels and other hazardous materials.
- ▶ Emergency procedures in the event of a spill
- ▶ Waste Management, including disposal of spills, sweepings, sump cleanings, litter
- ▶ Noise control
- ▶ Debris on roads and footpaths
- ▶ Compliance with disposal resource consent conditions

## 6.7 Quality Assurance

### 6.7.1 Introduction

The Contractor is required to have a quality system in place that is ISO 9001 accredited.

The Contractor is responsible for quality control measures of the contract including inspections/reporting required to ensure the work meets all the requirements of the Contract and Contract specifications.

The Contractor shall make sufficient inspections to ensure that all components of the work comply with the specified requirements.

The Contractor is responsible for producing and managing the required Contract Quality Plan, certifying all Quality Control documentation, maintaining a file of all Quality Control documentation, communications and inspection results and liaising with the Principal on all matters relating to Quality Control.

The Principal or delegated representative shall undertake testing and inspections in the course of surveillance of the Contract Works to ensure the Contractor is complying with the specified requirements.

The surveillance may also include checks of the Contractor's quality system, including procedures, documents and records relevant to the Contract.

If the Principal or Principal's Representative inspects any part of the works and finds that it is not in compliance with the specified requirements, the Contractor shall be liable for the cost of the inspections, including any costs incurred by the Principal.

### 6.7.2 Submission of Contract Quality Plan

The Contractor shall develop a contract specific Contract Quality Plan (CQP). It shall be based on the Contractor's Quality and Health and Safety Procedures and Company Plans. Nothing in the CQP shall take precedence over the requirements of the Contract Documents.

The CQP shall be provided and will be reviewed within the response times stated in the table below:

Description	Response Time
Draft Quality Plan and Safety Plan	Within 10 days from the Date of Acceptance of Tender
Final Quality Plan and Safety Plan	Within 1 week of the date of the Principal's review of the draft Quality Plan
Reviews of Quality Plan	At the end of each 6 month period
Principal's Review of Quality Plan	Within 1 week of the date of receipt of each document (that is the draft and final documents).

**In the event the successful Tenderer fails to deliver a completed Contract Quality Plan to the satisfaction of the Principal (i.e. meets the required quality standards), the Tenderer shall be deemed to be in default under the Contract. In these circumstances, the Principal shall be entitled to terminate the contract.**

The CQP shall be implemented and managed so the Contract Works are identified, programmed and completed within the timeframes specified and to the requirements of the Contract.

The Principal may from time to time undertake formal or informal reviews of the CQP and associated systems.

The Principal will review the draft CQP and will mutually agree the content and appropriateness of the CQP prior to final implementation (see table above).

The CQP shall include or reference documented procedures for at least the following:

- a) CQP implementation and management
  - Correspondence and communication
  - Materials testing
  - Inspection, measurement and testing of works
  - Compilation and management of contract records
  - Sub-contractors
  - Non-complying works and remedial actions
  - Key personnel and hierarchy
- b) Health and Safety
  - Compliance (to Hutt City Council Spec 31 and HSE Act/Regulations)
  - Hazard identification
  - Traffic management plans
  - Incident and accident reporting
  - Breaches of safety requirements
  - Emergency procedures
  - Review of safety programmes
- c) Contractor's Programme of Works.
- d) Preparation and Submission of Reports
  - Weekly reports
  - Monthly reports
  - Monthly claims for payment
  - Submission of as-builts with claims
- e) Works Completed to Standard.

### **6.7.3 Reinspection by the Principal**


Should the Principal or delegated representative find evidence of non-conforming materials or workmanship or results at variance with any certified Quality Control Checklist, the Contractors Quality Representative/Manager, on request from the Principal or delegated representative, shall supply, within two



working days, a Non-Conformance Report (NCR) including a written explanation for the variance detailing what remedial action has been taken.

The costs associated with any re-inspection by the Principal or delegated representative, required as a result, shall be deducted from monies owing to the Contractor.

Costs will be based on the following rates:

Principal to the Contract	 s7(2)(b)
Principal's Representative	
Other Personnel	
Vehicle Running	
Expenses	

## 6.8 Performance Criteria & Appraisal of Contractor's Performance

### 6.8.1 General

The performance criteria that apply to this Contract are those criteria set out in the Contract Specifications (Section 6, and Section 7) or as confirmed in the basis for measurement and payment (Section 5).

Performance criteria will be measured and rated against Key Performance Indicators (KPI's) as determined by the Principal in relation to the contract specifications and requirements.

KPI's are an indication of the values and drivers considered by the Principal as important to the proper and efficient management of the Contract and works Programme. However, with the agreement of the Contractor and the Principal these KPI's may be added to or varied to recognise additional values key to the Contractor's operation and goals.

Monthly measurement and rating of KPI's and adoption of partnering philosophies will be the main tools to monitor, assess and give feedback on the Contractor's performance in meeting the Contract Requirements. However this does not preclude formal notices of action, remedy or termination in accordance with the General Conditions of Contract NZS 3915. Such actions will however only be considered as necessary after all other processes and protocols have been considered.

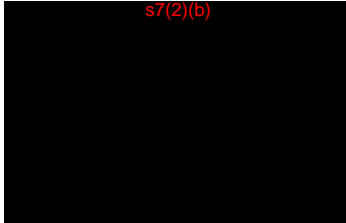
### 6.8.2 Payment Deductions (Penalties)

In addition to the various individual elements of the Contract that performance criteria apply to, an overall performance review will be carried out monthly.

Where the Contractor's overall performance is less than that required, a reduction (penalty) to the monthly payment claimed will be made.

Deductions shall be made to contract payments under this Contract based on the level of performance achieved in meeting the contract requirements in each area of the Schedule of Prices. An audit shall be carried out by the Principal each month and the Contractor's performance shall be rated using the Performance Check Sheets in Schedule 8.15 of this document.

The percentages to be deducted from payments shall be as follows:

0%	 s7(2)(b)
-1%	
-2%	
-15%	

In addition and as part of the above:

- a) If the Contractor achieves less than 90% performance for any physical result, the Contractor will be given a (one off period) of two weeks to bring any area of non-performance up to the specified contract requirements with no deduction to monthly payments. If the Contractor does not remedy any non-performance within the two week period the Principal may engage another contractor to remedy the lack of performance, and make deductions for this from monthly payments.
- b) More than two consecutive months of physical results below 90% will result in contractual deductions as specified above.
- c) If the Contractor achieves less than 75% performance the Principal may engage another contractor to bring the item(s)/ area(s) up to a level of at least 90% compliance, and make deductions, in addition to the 15% deduction for lack of performance, for this from monthly payments.
- d) Repeated levels of performance below 75% shall result in termination of the contract.

The performance criteria for the various aspects of the contract works, including road sweeping, channel cleaning, sump cleaning, street, footpath, subway, walkway, carpark, and CBD cleaning, and litter bin servicing etc. are included in Section 7 -"Specifications" of this Request for Tender

### **6.8.3 Appraisal of Contractor's Performance**

The performance of the Contractor will be appraised in January and July each year using the forms in Appendix M. The Contractor and the Principal shall each complete a form as to their assessment of performance and meet to discuss and if possible agree on the appraisal to be filed. In the case of non-agreement, the Principal shall adjudicate. The appraisals will be used as a guide as to whether the contract will be extended or not beyond the 3 year period.

Appraisal of the Contractor's performance will be appraised throughout the term of the Contract, including for:

- ▶ Reference and measuring against specific requirements within the Contract;
- ▶ Audit or testing of works completed and certified as completed to standard;
- ▶ As works progress
- ▶ Conformance of works is to agreed plans; traffic, quality environmental and safety.

Specific requirements for performance criteria and deliverables requirements are covered in detail in Section 7 Specifications.

However key criteria for consideration include:

- ▶ The Contractor's ability to work together with the Principal and staff to execute the Contract Works within the terms and spirit of these Contract Documents.
- ▶ The standard to which each category of work has been carried out to the technical requirements of the Contract and within the response times stated.
- ▶ The level of satisfaction of the public as measured by response and comment received regarding the Contractor's activities.
- ▶ Level of compliance with the approved Quality Plan i.e. results from systems audit of the Contractor's Quality Plan.

The Contract may be extended by two one year extensions based on performance. This will be at the total discretion of the Principal.

## 6.9 Landfill / Disposal Fees

All landfill / disposal fees shall be the responsibility of the Contractor and the contractor shall adhere to all disposal requirements of the landfill site. Also See Clause 6.2.

## 6.10 Storm Events

**Cleaning up after storm events is considered routine works and storms are not considered as extraordinary events. The Contract performance standards will continue to apply.** The Contractor will be liable for storm flooding arising from blocked systems and must carry sufficient insurance to cover any claims arising. Also see Clause 7.1.1.

The Contractor shall be required to have and/or arrange for sufficient resources available to utilise when and/or where necessary to ensure that city wide performance (including acceptable customer satisfaction) measures are met. Council acknowledges that performance measures may drop directly after a storm event. It is Council's expectation that the Contractor resumes performance citywide (as set out in the Specifications) within the following timeframes:

- Within 1 week after a minor storm event.
- Within 2 weeks after a major storm event.

**Failure to achieve performance (after time frames set) may result in deductions from the monthly claim for that period.**

Failure to achieve citywide performance after 1 month of a minor/major storm event may result in Council engaging another contractor to carry out remaining clean-up work and deducting costs incurred from Contractor's monthly claim.

Failure to achieve performance (citywide) after 2 months of storm event may result in the termination of Contract.

## 6.11 Insurance

**Failure to keep the channel, bridge crossings and sump barrels and tops etc clear may affect the flow of stormwater, leading to flooding and possible damage. The Contractor shall ensure that the Contractor's public liability or other insurance covers both the Contractor and the Hutt City Council for damage arising from this sort of event.**

## 6.12 Emergency Response

The Contractor shall have a dedicated emergency response vehicle to respond to emergencies. This vehicle shall include traffic signs, cones, flashing lights, brooms, mops and materials to clean up spills etc.

**Emergency response may be necessary for both routine (e.g. storm damage) and extraordinary works (e.g. vehicle accidents and spillages).** See also Clause 7.6 in relation to extraordinary works.

Emergency response and the following up of complaints are key aspects of this contract. **The Contractor shall be contactable at all times. This includes the provision at all times outside normal working hours of a telephone suitable manned to provide prompt, courteous and efficient response to enquiries and or instructions received.**

**Emergency works shall be responded to within 1 hour of notification at any time day or night and weekends inclusive.** The Contractor shall have sufficient resources on call to attend to emergency works and to ensure emergency work does not impact on the overall service delivery performance of this contract.

The Contractor shall liaise with emergency services and other contractors as necessary.

## 6.13 Event Management Assistance

The Contractor shall from time to time be required to assist Council with event management. This will typically require the Contractor to supply and set out cones and temporary traffic management signage to close roads, cone off event areas, erect signage etc. It shall also include the removal of these upon completion of the event. The Contractor shall undertake this work in accordance with instructions from Council Officers.

Typical signage includes road closure signs and associated detours, no parking signs and cones etc.

These types of events typically occur approximately 10 times per year.

## 6.14 RAMM and Confirm Databases

### 6.14.1 Definitions

**RAMM** - (Road Assessment, Maintenance and Management) is a proprietary software package owned and operated by RAMM Software Ltd, which the Council uses for the management of its road assets. RAMM contains the asset registers, and records faults identified and work done on each asset and will be used in the management of this contract.

The software is licensed to Hutt City Council and provided over a broadband internet connection.

**Confirm** - A propriety computer-based asset management system, which the Council has used for the management of its infrastructural assets in the past. For the purposes of this contract, Confirm will be used by the Council's Contact Centre to record Requests for Service and Customer Enquiries.

**RAMM - Confirm Interface** – This is currently being refined by Council for transferring requests for service between Confirm and **RAMM**. The interface takes an appropriately logged call in Confirm and transfers the information electronically to **RAMM**. **RAMM** can then be used to manage the request for service, with appropriate entries by the Contractor, and the information is transferred back to Confirm by the **RAMM - Confirm Interface**. The Contractor is required to be able to access both RAMM and Confirm separately until the interface is finalized by Council. Council has a license for Confirm and can provide access to the Contractor. The Contractor will need to arrange access and license to Council's RAMM system.

### 6.14.2 RAMM Modules

RAMM contains a number of modules used for completing various tasks. Those specifically relating to the contract works are listed below:

**RAMM Contractor**

RAMM Contractor will be used by the Contractor for managing the day to day functions of the contract including recording work completed and claiming for payment.

**Pocket RAMM - RAMM Patrol**

Pocket RAMM is a module of the RAMM Software designed specifically for using in the field. It is expected that the Contractor's field crews will use Pocket RAMM for recording all work carried out. RAMM Patrol forms part of Pocket RAMM and is specifically designed for touch screen tablets.

**RAMM GIS**

RAMM GIS is a module of the RAMM Software designed specifically for viewing RAMM data in a spatial format. It is currently being further developed to increase its functionality.

**RAMM for Windows**

RAMM for Windows holds the asset information which Pocket RAMM and RAMM Contractor use as their base data.

### 6.14.3 RAMM and the Business Process

The Contractor shall refer also to the RAMM documentation which is available on the RAMM Software Ltd web site at <http://www.ramm.co.nz>.

The Contractor is required to collect information and enter it in a timely, accurate and complete manner into RAMM. This includes proactive collection of data in the field and in the office by the Contractor's staff and receipt, acknowledgement and processing of any information provided by the Council's customers (eg residents) direct to the Contractor. The Contractor is required to provide and pay all costs associated with the hardware, licences, software, consumables and other information technology resources to enable it to access and use RAMM within the permissions granted by the Council.

#### **6.14.4 Use of RAMM and Associated Systems**

The Council wishes to use RAMM to administer the Contract Works that the Contractor undertakes on its behalf including responses to third party enquiries (such as complaints about service failure), to administer the contract claims and payments, to monitor the contract performance on the basis of records entered in RAMM by the Contractor and by the Council, and to collect data on a per individual asset basis that will assist both the Council and the Contractor in managing those assets.

The Contractor is responsible for its use of the RAMM system and for accuracy of data inputted by the Contractor as required under this contract.

A 24 hours per day, 7 days per week service is required. The Contractor is expected to retrieve, from RAMM and Confirm, all customer enquiries on a daily basis to ensure that the objectives set out are achieved. The Contractor shall also ensure that its staff members have sufficient mobility to provide the prompt service required and that a means of relaying messages to staff in the field is also available. Specified time frames are measured from the date and time of the fault being notified to the Contractor.

#### **6.14.5 Support Provided by the Council**

The Council will provide training regarding the Council's particular use of RAMM and Confirm to the Contractor in the period after award of the contract and prior to commencement of responsibility for Works, and may periodically provide further reasonable training for new staff and refresher courses for existing staff in this regard.

The Contractor shall appoint a member of its staff who shall become the Contractor's resident expert in the use of **RAMM and CONFIRM**. It is expected that the Contractor's staff will approach this person in the first instance for assistance with **RAMM and CONFIRM**. Likewise, any new staff appointed by the Contractor during the course of the contract will be trained in the use of RAMM and CONFIRM by the Contractor's resident expert. Only in exceptional circumstances will the Council assist with training a new resident expert for the Contractor during the course of the contract.

#### **6.14.6 RAMM as Record of Contract Activities**

The record of activities, action times, defects, work status, claims for payment, variations, performance monitoring information, and payments, duly authorised by the Principal where appropriate contained in RAMM shall be taken to be the record of activities undertaken in the execution of this contract.

#### **6.14.7 Use of RAMM and Confirm in the Execution of this Contract**

This section describes the critical stages of the business process, but does not purport to replace the user instructions, guides etc. necessary for the correct use of RAMM or Confirm.

All activities or changes in status of any Dispatch assigned to the Contractor shall be logged within the response time appropriate to that Dispatch or within 1 Day of the activity or change in status if this is shorter

Each defect and Dispatch shall be logged. Each defect and Dispatch shall be allocated to the correct asset.

#### **6.14.8 RAMM - Confirm Interface**

The Council is currently refining a two way interface between RAMM and Confirm for updating relevant information in both Confirm and RAMM. All public enquiries entered into Confirm with appropriate service and subjects are transferred to RAMM as Dispatches with appropriate event codes. The Contractor is responsible for entering further event codes to reflect progress with those Dispatches that have originated in Confirm.

## 7. SPECIFICATIONS

The following specifications relate to the relevant sections in the Schedule of Prices.

### 7.1 Street and Channel Cleaning and Litter Pickup, Including Cycle Lanes

#### 7.1.1 Extent of Work

This section pertains to all roads, service lanes, cycle lanes, road and footpath bridges, including roads and service lanes within the CBD and other designated shopping areas, but excluding the schedule of private roads (Schedule 8.6). It also includes all footpaths except for low level footpaths, walkways and cycleways which are specified elsewhere.

The prime objective is to maintain the standard of cleanliness in Hutt City to the stage where there is a very high degree of satisfaction evident among residents and visitors. Carriageways, footpaths and channels need to be generally litter and obstruction free with minimal debris in street channels to prevent blocking of sumps and potential flooding of private properties.

The cleaning requires removal of litter, debris, detritus, dust, loose sealing chips, vegetation (except growing vegetation), animal fouling, accident debris, broken glass, twigs, branches, small spills, small dead animals in the road reserve or any other deposits which should not be present. Keeping sump tops clear is an important part of this activity. **Small slips and other litter up to 1m<sup>3</sup> are to be cleaned as part of the normal scheduled work.**

The removal of slip material shall include the removal of all material from the road and all loose material in the road reserve to deter any further slip occurrences. Leaving material perched on the road reserve or kerb is not acceptable.

Note – slips larger than 1m<sup>3</sup> should be referred to Council's Contract Officer. Larger slips are usually passed on to another contractor to deal with. The successful contractor will be required to liaise with the Street Maintenance Contractor if instructed by the Contracts Manager.

The Contractor's staff are expected to be proactive in picking up litter over the width of the road reserve i.e. never to drive past the odd piece of litter on the footpath or grass berm.

The Contracts Officer may direct the Contractor to pick up litter, which the Contractor's staff have missed.

Please note:

Extra cleaning shall be required at the following streets:

- Regular cleaning of the main arterial routes (Schedule 8.1)
- Western Hills – Small slips
- Critical sump top lists (Schedule 8.10)
- **Marine Drive – This road usually will require a complete clean during and directly after a southerly storm situation. (Performance must be restored within one week of the storm event).** A mechanical broom and front end loader will be required for clearance of debris after storm events. During any storm or tidal event the Contractor is required to attend and stay on site to keep the road safe and open until such time as the sea subsides. There is also a problem in this area with birds breaking shell fish on the shared footpath / cycleway that requires regular cleaning. All of this work is considered routine work and the Contractor shall allow for such in their contract price.
- Waione Street road bridge over the Hutt River which is popular with fisherman. Regular cleaning, washing and deodorising is required in this area as part of the Contractors routine maintenance works.

- Coast Road – Entire Length. This road can be prone to illegal dumping. A regular Monday morning inspection and litter pick up is required.
- Pito-One Road- The periodic lifting and cleaning out of the grated channel along the side of Pito-One Road to ensure the stormwater channel remains operational at all times and the depth of sediment build up does not exceed 50mm.
- **Taita Drive and Eastern Hutt Road to the Silverstream Landfill (from Harcourt Werry Drive, north to landfill). A daily check, sweep and litter pick up of the entire road reserve (including berms and gardens as required) to ensure 100% performance at all times is maintained.**
- Muritai Road, Days Bay - From Ferry Road to end of car parks, including end of seaward carparks (south of Moana Road). **A weekly check is required each Monday morning** and the undertaking of any sweeping, litter, sand pick up as required to ensure the required performance standards are met.
- **Regularly car parked areas within the city network – This may require sweeping outside of normal business hours to achieve the contract performance. The Contractor shall develop a suitable cleaning plan for these areas as part of their Quality Assurance / Quality Plan and be prepared to adjust procedures as necessary to achieve the required level of performance**
- The work in this contract does not include keeping channels clean of weed growth or picking up bulk debris arising from works carried out by other contractors.

### 7.1.2 Inspections, Programming and Reporting

The Principal shall be provided with a proposed programme, updated each month, setting out how the Contractor intends to meet the required performance standards.

Weekly records shall be maintained of sweeping location and lengths completed which shall be made available to the Principal when requested and included within the monthly report of work completed. The report shall also contain schedules of complaints received and action taken, problems of excessive detritus, and problem sumps.

Also see Clause 6.1.9 of this Specification.

### 7.1.3 Routine Work

Sweeping and cleaning shall remove all litter, small dead animals and all accumulations of stones, sand, silt, glass, debris and leaves etc. from the road reserve and other specified areas. The standards to be achieved are scheduled below. Note that storm events may lead to blockages which could exceed performance standards. **The contract requires the Contractor to actively follow up during and after storm events to ensure that performance criteria are continuously met (refer Clause 6.10 for information regarding storm events).**

Machine sweeping of all roads shall generally cover the area 0.6 metres from each kerb face on each side of the road. It shall also include along median strips, around roundabouts and traffic islands, into parking recesses, traffic calming measures and planters, and any accumulation of debris within the roadway at intersections and over sumps. Road areas outside the limits defined above may also require sweeping from time to time to meet the required performance standards and this is also deemed to be part of the routine works.

Footpaths shall also be kept free of litter and debris. Routine work shall include the removal of sand or debris from the footpath drainage holes along the seawall of the Eastbourne Promenade

**Sweeping shall also cover the entire width of all cycle lanes. Cycle Lanes are defined where part of the carriageway has been formally allocated to Cyclists. Cycle lanes are required to be swept once every two weeks. A list of cycle lanes is included as Schedule 8.2.**

On narrow roads which machine sweepers are unable to access, the Contractor shall use alternative equipment/methods to sweep the streets.

**Litter lying in channels which cannot be removed by machine sweeper shall be removed by hand brooming at the same time as the sweeping is undertaken.**

**Water shall be used with the road sweeper at all times to minimise dust. Water collected from the road sweeping operation shall be appropriately disposed of at the landfill and not discharged back into the road sumps.**

Vehicle culverts (bridge and plate crossings) shall be defined as structures over the kerb, formed channel or unformed channel under or through which a waterway exists. These shall be cleaned by rodding flushing or other approved method so that all debris is removed. Covers shall not be removed.

Sump tops shall also be carefully cleaned to ensure there is no material enters into the sump.

Sweeping in channels and around traffic islands or kerb build-outs shall be carried out by hand where not accessible by machine sweeper.

**The collecting and disposal of illegal dumping up to 20 litres at any one site is considered to be routine works.**

**The Contractor shall ensure that all cleaning required in a street is attended to at the same time as the channel cleaning.**

#### **7.1.4 Disposal of Sweepings**

Sweepings and rubbish shall be disposed of at the Council compliant landfill at Silverstream or at other sites with resource consent for that activity. The cost of disposal shall be borne by the Contractor and shall be included in the contract rates.

#### **7.1.5 Sweeping Frequency**

Sweeping shall be carried out at frequencies (as necessary) to meet the performance standards for each of the street types scheduled. Frequency of cleaning will vary in some areas according to the season e.g. There will be considerably more to do in November-January in streets which have pohutukawa trees growing, and in autumn in streets which have deciduous trees growing either in the street or on adjacent properties. Cleaning up after storm events is also considered to be routine work under this contract. It may be necessary for the Contractor to provide more sweeping trucks/staff at these times to ensure that the required performance standards are met. **In addition to the above all city streets shall be checked (at least every 6 weeks) and swept/cleaned as required. All main and minor arterial routes shall be checked (at least every 2 weeks) and swept/cleaned as required to meet performance specifications.**

#### **7.1.6 Dead Animals**

The Contractor is required to pick up dead animals off the road reserve as required. Where possible the Contractor shall make a concerted effort to locate the owner of the dead animal by knocking on doors within the vicinity. In the case of dogs, and animals, other than cats, the contractor shall contact HCC Animal Control for advice in relation to where to deliver or dispose of the animal and to determine whether or not the owner is known.

More and more cats are being micro-chipped and therefore the successful contractor will be provided with one scanner to check for microchips in cats and dogs. If a tag or microchip is evident the Contractor shall contact HCC Animal Control to determine the owner of the animal. The Contractor shall maintain an electronic spreadsheet detailing a description of all animals (colour, size, distinguishing features etc.), together with the street, time and date the animal was found and this information shall be passed on to the HCC Call Centre and HCC Animal Control and included in the monthly report.



The Contractor shall bag dead cats and store them in a freezer (supplied by the Contractor) for a minimum period of two weeks to allow owners sufficient time to retrieve their cats for burial. After a period of two weeks the Contractor shall arrange for the burial of dead cats at the landfill.

### 7.1.7 Plant

The general requirements for plant are set out in Clause 6.1.12. Plant to be used for this work shall be as required to attain the specified standards. "Sweep and vacuum" type equipment will be considered acceptable.

### 7.1.8 Performance Standards

The standards to be met at all times are:

	Street Type	Maximum detritus in litres per <u>100 metres</u> of road length
1	Arterial/major streets	5
2	Other residential streets / service lanes	10
3	Streets / service lanes affected by trees	10
4	Streets / service lanes subject to sand/silt deposition	5
5	Streets / service lanes with unlined water channels	20
6	Footpaths, including those on road and pedestrian bridges	Any 100m length - 1.5 Any 10m length – 1.0
7	Sump tops / steel plate vehicle crossings	Clear of rubbish and debris at all times

The measures of detritus will be what is present after the road is swept the specified width into the channel.

An audit of any street may be undertaken at any time during the monthly audit period. Where the audit indicates that the standard has not been met at any site the Contractor will be advised immediately and the response time as scheduled below will apply.

RESPONSE TIMES	
ITEM	RESPONSE TIME
Hazardous or offensive litter	Immediate (within 1 hour)
Genuine complaint from ratepayer or instruction from Council	Same day
Remedial works based on advice that the maintenance work is outside of specification ( to avoid deduction)	Next day

### 7.1.9 Ordered Work

Ordered work shall include irregular sweeping of spillages or specific areas as directed by the Principal.

### **7.1.10 Measurement and Payment**

As per the Basis of Payment (Section 5).

## **7.2 Sump Cleaning**

### **7.2.1 Extent of Work**

This specification relates to the removal of silt, rubbish and debris from within HCC sumps and catchpits. The clearing of sump grates is covered under Clause 7.1.

The sumps included in this contract are those servicing urban and rural street channels shopping areas, low level footpaths, service lanes, walkways, subways, HCC traffic carparks and parks and reserves car parks (approx 9,000).

The Basis of Payment (Section 5) defines those sumps that are to be cleaned and maintained under the respective scheduled items of work.

A Priority Sump list included as Schedule 8.10. These sumps shall be checked before, during and after heavy rainfall events. Additional sumps may be added to this list and the contractor shall manage and update this list accordingly.

Sumps are installed in street channels to facilitate the flow of stormwater. The sumps must be checked and cleaned at regular intervals to ensure that the stormwater system operates effectively and at its optimum capacity during periods of rain. Sumps and sump leads must not be blocked with debris (due to insufficient cleaning), which can cause flooding of adjacent properties. The maintenance of sump leads and the stormwater system generally is covered by another contract. This contract requires that sumps are kept in such a state that ingress of detritus into the stormwater system is minimised.

The Contractor shall record those sump leads that are blocked, or repeatedly become blocked, and forward these onto Capacity for action. This information shall also be included in the monthly report, including the date, location and problem with the sump.

Sump sizes: Sump sizes vary from area to area and contractors are advised to inspect the service area and sumps prior to tendering.

### **7.2.2 Inspections, Programming and Reporting**

The Principal shall be provided with a proposed programme, updated each month, setting out how the Contractor intends to meet the required standards.

Weekly records shall be maintained of sumps cleaned by location and date which shall be made available to the Principal when requested and shall be included with the monthly report of work completed. The report shall also contain schedules of complaints received and action taken, problems of excessive detritus, and problem sumps

The inclusion of GPS recording system of the sump cleaned, with the date and time, will be considered an advantage in the operation of this contract.

Also see Clause 6.1.9 of this Specification.

### **7.2.3 Routine Work**

Routine work shall include:

#### *Cleaning*

When cleaning sumps, all debris and foul water will be removed from the sump pit floor, including behind the baffle or in the outlet. All debris and obstructions will be cleared from the overflow kerb, sump grate and frame, cleaning eye and adjacent 1m of kerb channel length each side of the sump. The overflow kerb, sump grate, frame and top 400mm of the pit walls shall be waterblasted after the sump pit is emptied.

During the cleaning the sumps are to be completely emptied and the sump walls waterblasted.

#### *Sump Damage Reporting*

The Contractor shall check, identify and record sumps with blocked leads, and sumps that are damaged and require repair. These repairs are to be reported monthly. Sumps which are dangerous to the public are to be reported immediately.

- Damage commonly occurring is as follows:
- Broken or badly corroded grating
- Broken or damaged frame
- Broken or deformed apron
- Broken or deformed back entry kerb
- Damaged sump floor and/or walls
- Plastering to outlet lead broken.

#### *Vehicle Obstructions*

When vehicles are parked over sumps it is the Contractor's responsibility to arrange with owners to have them shifted or to return at a later date to clean the sump. Generally, work shall be programmed at a time when parking is at a minimum.

#### *Marking of Sumps after Cleaning*

After cleaning a dot, 30mm diameter, light green in colour, is to be placed on the sump top, except in the upgraded areas where no marking shall be carried out.

#### **7.2.4 Disposal of Cleanings**

Detritus removed from sumps shall be disposed of at the Council landfill at Silverstream or other sites for which a resource consent is held for this activity. The cost of disposal, and any conditions thereof, (including landfill fees) shall be borne by the Contractor and shall be included in the contract rates.

#### **7.2.5 Sump Cleaning Frequency**

Sump cleaning shall be carried out at frequencies as necessary to meet the performance standards. Frequency of cleaning will vary in some areas according to the season e.g. there will be considerable more to do in November-January in streets which have pohutukawa trees growing and in autumn in streets which have deciduous trees growing either in the street or on adjacent properties. The Contractor shall note the critical sumps included in Schedule 8.10.

**In addition to the above all sumps shall be cleaned at least once annually and Central Business District sumps at least once every six months.**

#### **7.2.6 Plant**

The general requirements for plant are set out in Clause 6.1.12. Plant to be used for this work shall be as required to attain the specified standards. Vacuum type equipment will be considered acceptable.

**The Contractor shall clearly identify the proposed plant to be used in the Contract, including the type of Educt (Sumper) Truck, age and condition of the vehicle including the education unit and backup plant available.**

### 7.2.7 Performance Standards

The standards to be met for the monthly audits are that at no time shall detritus in the sump be higher than 150mm below the invert of the outlet pipe and that any accumulation of detritus in the outlet pipe shall exceed 10% of the diameter of the pipe.

The Contractor shall also note the requirements of Clause 7.2.5.

Damaged sumps are to be reported.

After the first three months of the contract, any sumps found not to meet the performance standards will be cleaned by a Hutt City Council appointed contractor and the costs incurred deducted from the next monthly payment.

An audit of any sumps may be undertaken at any time during the monthly audit period. Where the audit indicates that the standard has not been met at any site the Contractor will be advised immediately and the response time as schedule below will apply.

RESPONSE TIMES	
ITEM	RESPONSE TIME
Hazardous or offensive condition which could cause damage	Immediate (within 1 hour)
Genuine complaint from ratepayer or instruction from Council	Same day
Advice that work sub-standard, to avoid deduction	Next day

### 7.2.8 Ordered Work

Ordered work shall include irregular clearance of spillages or specific areas as directed by the Principal.

### 7.2.9 Measurement and Payment

As per the Basis of Payment (Section 5).

## 7.3 Car Park Cleaning

### 7.3.1 Extent of Work

This section pertains to HCC Road and Traffic carparks. The cleaning of Parks and Reserves car park hard surfaces is not part of this contract, however the cleaning of the sumps within Parks and Reserves carparks is included - See Section 7.2.1.

The principal objective is to maintain the standard of cleanliness of car parks in Hutt City to the stage where there is a very high degree of satisfaction evident among residents and visitors. Car parks need to be generally litter and obstruction free with minimal debris to prevent blocking of sumps and potential flooding of adjacent properties.

The cleaning requires removal of litter, debris, detritus, dust, loose scaling chips, vegetation (but not growing vegetation), animal fouling, accident debris, broken glass, twigs, dead animals and birds, branches or any other deposits which should not be present. Small slips up to 1m<sup>3</sup> are to be cleaned as part of the normal scheduled work.

The work in this contract does not include removal of weed growth or picking up bulk debris arising from works carried out by other contractors.

### 7.3.2 Inspections, Programming and Reporting

The Principal shall be provided with a proposed programme, updated monthly, setting out how the Contractor intends to meet the required standards.

Weekly records shall be maintained of sweeping location and lengths completed which shall be made available to the Principal when requested and included within the monthly report of work completed. The report shall also contain schedules of complaints received and action taken and problems of excessive detritus and problem sumps.

Also see Clause 6.1.9 of this Specification.

### 7.3.3 Routine Work

Sweeping and cleaning shall remove all litter and all accumulations of stones, sand, silt and leaves etc. The standards to be achieved are scheduled below. Note that storm events may lead to blockages which could exceed performance standards. The contract requires the Contractor to actively follow up during and after storm events to ensure that performance criteria are continuously met.

Sweeping of all car parks shall cover the area 0.6 metres from each kerb face on each side of the road. It shall also include along median strips, around roundabouts and traffic islands, into parking recesses, traffic calming measures and planters and any accumulation of debris within the roadway.

Following each cleaning operation there is to be no discernible litter present.

### 7.3.4 Disposal of Sweepings

Sweepings and rubbish shall be disposed of at the Council landfill at Silverstream or at other sites which have a resource consent for this activity. The cost of disposal, and any conditions thereof, (including landfill fees) shall be borne by the Contractor and shall be included in the contract rates.

### 7.3.5 Sweeping Frequencies

Sweeping shall be carried out at frequencies as necessary to meet the performance standards.

### 7.3.6 Plant

The general requirements for plant are set out on Clause 6.1.12. Plant to be used for this work shall be as required to attain the specified standards. "Sweep and vacuum" type equipment will be considered acceptable.

### 7.3.7 Performance Standards

The standard to be met at all times is:

Maximum Detritus Car Park Channel (Litres)
Any 100m
10

An audit of any car park may be undertaken at any time during the monthly audit period. Where the audit indicates that the standard has not been met at any site the Contractor will be advised immediately and the response time as scheduled below will apply.

RESPONSE TIMES	
ITEM	RESPONSE TIME
Hazardous or offensive litter	Immediate (within 1 hour)
Genuine complaint from ratepayer or instruction from Council	Same day
Advice that work sub-standard, to avoid deduction	Next day

### 7.3.8 Ordered Work

Ordered work shall include irregular sweeping of spillages or specific areas as directed by the Principal.

### 7.3.9 Measurement and Payment

As per the Basis of Payment (Section 5).

## 7.4 Low Level Footpath Cleaning

### 7.4.1 Extent of Work

The principal objective is to maintain the standard of cleanliness in Hutt City to the stage where there is a very high degree of satisfaction evident among residents and visitors. All low level footpaths need to be generally litter and obstruction free with minimal debris to prevent blocking of sumps and potential flooding of private properties.

The cleaning requires removal of debris, detritus, dust, loose scaling chips, vegetation, animal fouling, accident debris, broken glass, twigs, branches or any other deposits which should not be present. **Small slips up to 1m<sup>3</sup> are to be cleaned as part of the normal scheduled work.**

The work in this contract does not include removal of weed growth or picking up bulk debris arising from works carried out by other contractors.

The schedule provided is only intended as a guide. The Contractor will be expected to assess the network and programme resources accordingly to maintain all low level footpaths in the network.

A list of low level footpaths is included as Schedule 8.5

### 7.4.2 Inspections, Programming and Reporting

The Principal shall be provided with a proposed programme, updated monthly, setting out how the Contractor intends to meet the required standards.

Weekly records shall be maintained of sweeping location and lengths completed which shall be made available to the Principal when requested and included with the monthly report of work completed. The report shall also contain schedules of complaints received and action taken and problems of excessive detritus.

Also see Clause 6.1.9 of this Specification.

**7.4.3 Routine work**

Sweeping and cleaning shall remove all litter and all accumulations of stones, sand, silt and leaves etc. The standards to be achieved are scheduled below. Note that storm events may lead to blockages which could exceed performance standards. The contract requires the Contractor to actively follow up during and after storm events to ensure that performance criteria are continuously met.

Sweeping of all footpaths shall cover the entire footpath width. Following each cleaning operation there is to be no discernible litter present.

The cleaning of low level footpath sumps is also part of the routine works.

**7.4.4 Disposal of Sweepings**

Sweepings and rubbish shall be disposed of at the Council landfill at Silverstream or at other sites which have a resource consent for this activity. The cost of disposal shall be borne by the Contractor and shall be included in the contract rates.

**7.4.5 Sweeping Frequencies**

Sweeping shall be carried out at frequencies as necessary to meet the performance standards.

**7.4.6 Plant**

The general requirements for plant are set out on Clause 6.1.12. Plant to be used for this work shall be as required to attain the specified standards. "Sweep and vacuum" type equipment will be considered acceptable along with manual brooms and shovels.

**7.4.7 Performance Standards**

The standard to be met at all times is:

Maximum Detritus Low Level Footpath Channel (Litres)
Any 100m
5 litres

An audit of any low level footpath may be undertaken at any time during the monthly audit period. Where the audit indicates that the standard has not been met at any site the Contractor will be advised immediately and the response time as scheduled below will apply.

RESPONSE TIMES	
ITEM	RESPONSE TIME
Hazardous or offensive litter	Immediate (within 1 hour)

Genuine complaint from ratepayer or instruction from Council	Same day
Advice that work is sub-standard, to avoid deduction	Next day

#### 7.4.8 Ordered Work

Ordered work shall include irregular sweeping of spillages or specific areas as directed by the Principal.

#### 7.4.9 Measurement and Payment

As per the Basis of Payment (Section 5).

### 7.5 Subway Cleaning

#### 7.5.1 Extent of Work

The principal objective is to maintain the standard of cleanliness in Hutt City to the stage where there is a very high degree of satisfaction evident among residents and visitors. Subways need to be generally litter and obstruction free with minimal debris to ensure uninterrupted access by pedestrians and to prevent blocking of sumps and potential flooding.

The cleaning requires removal of debris, detritus, dust, loose scaling chips, vegetation, animal fouling, dead animals, accident debris, broken glass, twigs, branches or any other deposits which should not be present. Small slips up to 1m<sup>3</sup> are to be cleaned as part of the normal scheduled work.

The work in this contract does not include removal of weed growth, picking up bulk debris arising from works carried out by other contractors, cleaning of graffiti and regular painting.

#### 7.5.2 Inspections, Programming and Reporting

The Principal shall be provided with a proposed programme, updated monthly, setting out how the Contractor intends to meet the required standards.

Weekly records shall be maintained of subways cleaned, which shall be made available to the Principal when requested, and included with the monthly report of work completed. The report shall also contain schedules of:

- Problems of excessive detritus;
- Complaints received and action taken;
- Lights not working;
- Significant graffiti;
- Any problems observed such as, drainage systems not functioning, overhanging vegetation or other matters affecting full use of the subways.

Also see Clause 6.1.9 of this Specification.

#### 7.5.3 Routine work

Routine work shall include:

- Sweeping and cleaning shall remove all litter and all accumulations of stones, sand, silt, dead animals, branches and leaves. The standards to be achieved are scheduled below.



- Sweeping of the full width of the subway and collection of all litter from the vicinity. The subway is deemed to include the approaches from the adjoining streets and/or their associated footpaths. With the Fairway Drive subway it will only be the subway itself.
- Cleaning of sumps.

Following each cleaning operation there is to be no discernible litter present.

#### 7.5.4 Disposal of Sweepings

Sweepings and rubbish shall be disposed of at the Council landfill at Silverstream or at other sites which have a resource consent for this activity. The cost of disposal shall be borne by the Contractor and shall be included in the contract rates.

#### 7.5.5 Sweeping Frequencies

Sweeping shall be carried out at frequencies as necessary to meet the performance standards

#### 7.5.6 Plant

The general requirements for plant are set out in Clause 6.1.12. Plant to be used for this work shall be as required to attain the specified standards.

#### 7.5.7 Performance Standards

The standards to be met at all times are:

Maximum Detritus in any Subway (Litres)	Deduction to Apply
1 litre	Nil payment for that subway

An audit of any subway may be undertaken at any time during the monthly audit period. Where the audit indicates that the standard has not been met at any site the Contractor will be advised immediately and the response time as scheduled below will apply.

RESPONSE TIMES	
ITEM	RESPONSE TIME
Hazardous or offensive litter	Immediate (within 1 hour)
Genuine complaint from ratepayer or instruction from Council	Same day
Advice that work sub-standard, to avoid deduction	Next day

#### 7.5.8 Ordered Work

Ordered work shall be as directed by the Principal.

#### 7.5.9 Measurement and Payment

As per the Basis of Payment (Section 5).

## 7.6 Ordered Works (Contract Variations)

### 7.6.1 Extent of Work

This section covers extraordinary works that are outside the scope of the routine maintenance items covered by the contract specifications. Minor spills, dead animals, illegal dumping up to 20 litres, slips up to one cubic metre and storm damage clean up within normal working hours etc. are **not** extraordinary works and are deemed to be part of the routine works.

**The Contract is also responsible for the first hour of extraordinary works at no charge to Council within normal working hours. In terms of extraordinary works normal working hours are defined as Monday to Saturday 7.30am to 5.00pm.**

Extraordinary works shall generally include the following:

- Cleaning up after traffic accidents.
- Treatment and cleaning up after oil or other spillages that requires the spreading and subsequent removal of sand (or other oil absorbent material as may be directed by the Principal) from road surfaces. Note: Four bags (20kg bags) of MOP or less is considered routine maintenance and shall not be treated as a variation.
- Cleaning up illegal dumping rubbish greater than 20 litres at any one site. Photographic evidence shall be supplied of illegal dumping greater than 20 litres.
- Responding to storm damage work requests outside of normal working hours.
- Responding to other unforeseen events as requested.

**The Contractor shall assume responsibility for taking all reasonable steps to advise the Principal's other contractors responsible for works not included in this Contract (e.g. water, roading, stormwater, sanitary drainage etc.), as appropriate, should the emergency be found to involve these works. The Contractor shall undertake co-ordination and/or assistance. The contractor shall also refer to Clause 6.12 in relation to emergency response.**

The Contractor shall mobilise labour, plant and materials as necessary to the Principal's instruction.

For events anticipated to involve expenditure greater than s7(2)(b) the Contractor shall immediately advise the Contract Supervisor/Officer and obtain approval to undertake further work.

### 7.6.2 Inspections, Programming and Reporting

All work shall be reported to the Contract Supervisor.

### 7.6.3 Response Time

The response time shall reflect the severity of the problem that exists. Where the problem poses a potential health and safety or environmental risk then the response shall be immediate (within 1 hour). Generally the response time to attend the notified site, assess the remedial work required and commence initial repair work where possible, shall be one day.

Where the Contractor does not respond the Principal may engage another contractor to carry out the work.

There may be occasions where another service may already be on site (e.g. the Fire Service at an oil spill). The Contractor shall attend and help when and where necessary to ensure cleanliness is restored.

### 7.6.4 Measurement and Payment

Payment shall be made at the Dayworks Rates for the labour and plant involved. The claim shall cover the cost of mopping up materials and everything necessary to travel to the location, inspect and appraise the necessary repairs, including the placement of any required signs for the protection of traffic and the public.

Work which is a contract obligation shall not be claimed as emergency work.

This payment shall include and allow for subsequent programming and reporting.

## **7.7 Major Shopping and Other Defined Commercial Areas Cleaning**

### **7.7.1 Extent of Work**

This section pertains to the cleaning and removal of litter from all footpaths, plazas, streets, channels within the major (Schedule 8.12) and minor (Schedule 8.14) shopping / commercial areas. It also includes the cleaning of internal sumps (those other than the road sumps) and the emptying and cleaning of litter bins within these areas.

The principal objective is to maintain the standard of cleanliness in Hutt City to the stage where there is a very high degree of satisfaction evident among residents and visitors. **At 8am every morning there is to be no sign of litter and all bins are to be empty and clean. (Note: All bins shall be wiped down and free of dust/spills).**

The cleaning requires removal of litter, debris, detritus, dust, loose chips, vegetation (except growing vegetation), animal fouling, accident debris, broken glass, twigs, branches, dead animals or any other deposits which should not be present. **Keeping sumps clean and sump tops clear is an important part of this activity.**

The Contractor's staff are expected to be proactive in picking up litter over the full width of the road reserve i.e. never to drive/walk past litter on the road, footpath, berm or amenity gardens.

The work in this contract does not include keeping channels clean of weed growth or picking up bulk debris arising from works carried out by other contractors.

### **7.7.2 Inspections, Programming and Reporting**

The Principal shall be provided with a proposed programme, updated each month, setting out how the Contractor intends to meet the required performance standards.

Weekly records shall be maintained of sweeping location and lengths completed which shall be made available to the Principal when requested and included with the monthly report of work completed. The report shall also contain schedules of complaints received and action taken, problems of excessive detritus, and problem sumps.

Also see Clause 6.1.9 of this Specification.

### **7.7.3 Routine Work**

Sweeping and cleaning shall remove all litter and all accumulations of stones, sand, silt and leaves etc. Note that storm events may lead to blockages, which could exceed performance standards.

Litter lying in channels which cannot be removed by machine sweeper shall be removed by hand brooming.

Vehicle culverts (bridge crossings), slot crossings, any channel formed or unformed covered by grilles, shall be defined as structures over the kerb, formed channel or unformed channel under or through which a waterway exists. These channels and grilles shall be cleaned by rodding flushing or other approved method so that all debris is removed. Covers shall not be removed.

Sweeping in channels and around traffic islands shall be carried out by hand where not accessible by machine sweeper.

The cleaning out of sumps and keeping sump tops clear of debris.

An extra check shall be undertaken at 1.00pm each weekday of all Major Shopping Areas (Schedule 8.12) and any cleaning, sweeping, litter removal carried out, to coincide with checking and clearing of the litter bins in these areas.

#### 7.7.4 Disposal of Sweepings / Rubbish

Sweepings and rubbish shall be disposed of at the Council landfill at Silverstream or other sites with resource consent for the activity. The cost of disposal shall be borne by the Contractor and shall be included in the contract rates.

#### 7.7.5 Sweeping Frequency

Sweeping shall be carried out at frequencies as necessary to meet the performance standards. It is not considered possible to meet the performance standard with less than daily sweeping.

#### 7.7.6 Plant

The general requirements for plant are set out in Clause 6.1.12. Plant to be used for this work shall be as required to attain the specified standards. "Sweep and vacuum" type equipment will be considered acceptable.

#### 7.7.7 Performance Standards

At 8am every morning there is to be no sign of litter and all bins are to be empty and clean.

The standards to be met at all times are:

	<b>CBD areas</b>	<b>Maximum detritus in length of channel (litres)</b>
1	Any 100m of street channel	5
	Standard at 8am every day	<0.5
2	Footpaths – Any 100m <sup>2</sup>	1.5
	Standard at 8am every day	<0.5
3	Litter bins	As per Section 7.9.

The measure of detritus will be what is present after the road is swept the specified width into the channel.

An audit of any street may be undertaken at any time during the monthly audit period. Where the audit indicates that the standard has not been met at any site the Contractor will be advised immediately and the response time as scheduled below will apply.

<b>RESPONSE TIMES</b>	
<b>ITEM</b>	<b>RESPONSE TIME</b>
Hazardous or offensive litter	Immediate (within 1 hour)
Genuine complaint from ratepayer or instruction from Council	Same day
Advice that work sub-standard, to avoid deduction	Next day
<p><b>Please note:</b></p> <p>The Contracts Officer may note an area they consider requires urgent cleaning. The Contractor will be available to respond to these requests urgently. These requests shall be considered routine maintenance.</p>	Urgent (within 1 hour)

#### **7.7.8 Ordered Work**

Ordered work shall include irregular sweeping of spillages or specific areas as directed by the Principal. This may include the periodic scrubbing of block paved areas and the resealing of same.

#### **7.7.9 Measurement and Payment**

As per the Basis of Payment (Section 5).

### **7.8 Walkway and Cycleway Cleaning**

#### **7.8.1 Extent of Work**

The principal objective is to maintain the standard of cleanliness in Hutt City to the stage where there is a very high degree of satisfaction evident among residents and visitors. walkways and cycleways need to be generally litter and obstruction free with minimal debris to prevent blocking of sumps and potential flooding of private properties.

The cleaning requires removal of debris, detritus, dust, loose sealing chips, vegetation, animal fouling, accident debris, broken glass, twigs, branches or any other deposits which should not be present. Small slips up to 1m<sup>3</sup> are to be cleaned as part of the normal scheduled work.

The work in this contract does not include removal of weed growth or picking up bulk debris arising from works carried out by other contractors.

A list of walkways is included in 8.4 and a list of Cycleways included in Schedule 8.2. **Please note those cycleways that require sweeping a minimum of every two weeks using a footpath sweeper.**

#### **7.8.2 Inspections, Programming and Reporting**

The Principal shall be provided with a proposed programme, updated monthly, setting out how the Contractor intends to meet the required standards.

Weekly records shall be maintained of sweeping location and lengths completed which shall be made available to the Principal when requested. A spreadsheet of the walkways cleaned, including the dates and times, shall be included in the monthly report.

The report shall include details of any damaged footpath, rails, barriers fences or the like, graffiti and vegetation and weed problems. The Contractor shall also advise the Principal if there is a lichen or moss problem and, subject to agreement with the Principal, these areas shall be treated as a variation to the contract.

The report shall also contain schedules of complaints received and action taken and problems of excessive detritus.

Also see Clause 6.1.9 of this Specification.

### 7.8.3 Routine Work

Routine work shall include:

- Sweeping and cleaning to remove all litter and all accumulations of stones, sand, silt dead animals, broken glass, branches and leaves. The standards to be achieved are scheduled below.
- Sweeping of the full width of the paved walkway and collection of all litter from the vicinity.
- Cleaning of sumps.
- The cleaning of deposited silt and debris from cycleways and walkways in the flood plain adjacent to the Hutt River after a flood event in the river.

Following each cleaning operation there is to be no discernible litter present.

### 7.8.4 Disposal of Sweepings

Sweepings and rubbish shall be disposed of at the Council landfill at Silverstream or at other sites which have resource consent for this activity. The cost of disposal shall be borne by the Contractor and shall be included in the contract rates.

### 7.8.5 Sweeping Frequencies

Sweeping shall be carried out at frequencies as necessary to meet the performance standards. Each walkway shall be visited at least once per month to meet the required performance standard.

### 7.8.6 Plant

The general requirements for plant are set out on Clause 6.1.12. Plant to be used for this work shall be as required to attain the specified standards. "Sweep and vacuum" type equipment will be considered acceptable.

### 7.8.7 Performance Standards

The standards to be met at all times are:

Maximum Detritus Walkway / Cycleways (Litres)	
Any 10sq.m	Any 100sq.m
1	1.5

An audit of any walkway may be undertaken at any time during the monthly audit period. Where the audit indicates that the standard has not been met at any site the Contractor will be advised immediately and the response time as scheduled below will apply.

<b>RESPONSE TIMES</b>	
<b>ITEM</b>	<b>RESPONSE TIME</b>
Hazardous or offensive litter	Immediate (within 1 hours)
Genuine complaint from ratepayer or instruction from Council	Same day
Advice that work sub-standard, to avoid deduction	Next day
<p><b>Please note:</b></p> <p>The Contracts Officer may note an area that requires an urgent clean. The Contractor must be available to respond to these requests (Requests will be considered routine maintenance).</p>	Urgent (within 1 hour)

### **7.8.8 Ordered Work**

Ordered work shall include irregular sweeping of spillages or specific areas as directed by the Principal.

### **7.8.9 Measurement and Payment**

As per the Basis of Payment (Section 5).

## **7.9 Litter Bin/Ash Tray Servicing**

### **7.9.1 Extent of Work**

Litter bins are installed on public footpaths and in public areas for the use of the general public to help keep the city clean. Regular emptying and cleaning of bins is required. They must not be allowed to fill to the extent that people are unable to use them. The bins must also be kept clean and in good order.

Schedule 8.3 identifies the Litter Bin Locations.

There are approximately 5 dedicated ash trays located throughout the Lower Hutt CBD.

**Ash trays included with Litter Bins shall be cleared and cleaned at least daily using a scotch bright cloth to avoid scratching the stainless steel.**

### **7.9.2 Inspections, Programming and Reporting**

The Principal shall be provided with a proposed programme, updated monthly, setting out how the Contractor intends to meet the required standards.

Weekly records shall be maintained of the location of bins cleaned, which shall be made available to the Principal when requested and included with the monthly report of work completed. The report shall also contain schedules of complaints received and action taken, problems of litter.

The monthly report shall also include location and date that litter bins within the major shopping areas (Schedule 8.12) that have been waterblasted as required on a monthly basis.

Incidents of regular domestic rubbish dumping shall be reported to Council's Litter Control Officer for action.

Also see Clause 6.1.9 of this Specification.

### 7.9.3 Routine Work

The emptying process requires careful removal of the litter bin or liner bag, emptying of all litter, and replacement of the bin or liner back into its original position. Lids are to be securely fixed or locked as required. Ashtrays are to be cleared of all litter and obstructions. Rubbish containers must not be dragged along the pavement in such a way that unsightly stains are caused. Where plastic bags line the bins, new bags are to be installed if there is any deterioration of the bag in use. Liner bags are to be supplied by the Contractor in line with Council's environmental policy.

Litter bins shall be wiped down to remove all grease, dust and grime. All posters, notices, adhesives or graffiti are to be completely removed, leaving a bright clean finish.

The Contractor shall not take any litter bins away from their position except for the purpose of maintenance as set out in Clause 7.9.7. When it is necessary to remove a bin a replacement bin shall be provided. The Contractor shall not erect any litter bins into new positions without authority from the Principal.

Bin installs shall be to a professional level. Pavers or footpath surfacing shall be reinstated around the footing to match the existing. In some cases a coloured mortar may be required around the footing, however, wherever possible the existing pavement materials shall be used to match in. Where the new bin is installed in a different location to the existing, the old bin and footing shall be removed and the footpath or ground surface must be reinstated to match the existing.

Responsibility for bin site locations and selection and purchase of new litter bins rests with the Principal. However, suggestions for improvements or advice concerning operating matters from the Contractor will be welcomed.

The Contractor shall maintain an up to date schedule of litter bin and ash tray locations.

As new bins/ashtrays are installed these shall be added. Bin locations that prove to be surplus to requirements (as agreed with the Principal), such as outside a vacated commercial area shall be removed from the schedule.

Regular six monthly updates of the bin/ashtray register shall be forwarded to Council for their records.

Litter bin numbers are 509 (approx). Generally this number remains constant. Increases / decreases of more than ten extra bins shall be negotiated as a variation to the contract.

While a cleaning 'round' is in progress weekly reports showing streets completed shall be given to the Contracts Officer to enable audits to be undertaken.

### 7.9.4 Disposal of Litter

All litter removed from bins shall be disposed of at the Council landfill at Silverstream or at other sites which have a resource consent for this activity. The cost of disposal, and any conditions thereof, (including landfill fees) shall be borne by the Contractor and shall be included in the contract rates.

### 7.9.5 Bin Clearing Frequency

**Bins shall be emptied at regular intervals to ensure they don't overflow (e.g. 9am one day, but 3pm the next day may cause an overflow of litter). Bin clearing shall be carried out at frequencies as necessary to meet the performance standards.** Litter bins in different areas will require different levels of servicing depending on demand and a number of bins will require servicing and cleaning daily.

**In addition to this all litter bins within the major shopping areas (Schedule 8.12) shall be cleared and cleaned daily before 8.00am and checked again at 1.00 pm and cleared and cleaned as necessary.**

**Any litter or rubbish within a 2m radius of bins shall be cleaned up at the time of bin emptying, including any litter dropped as a result of the emptying process. The Contractor shall immediately attend to any litter bins that are fill or overflowing (that the Contractor is aware of).**



### 7.9.6 Bin Cleaning

Litter bins shall be thoroughly washed down inside and out and deodorised, including liners, before they become unsightly or odorous. All grease, grime, posters, notices, adhesives or graffiti are to be completely removed, leaving a bright clean finish. Bin casings that are bolted into position may be cleaned on site, providing this is done when pedestrians are not present, or will not be inconvenienced.

Graffiti shall be removed using environmental friendly products/chemicals that will not damage the bin surface or paint.

Bins and ashtrays within the major shopping areas must be kept clean at all times and **shall be wiped down daily (as necessary)** to remove dust and grime. **Bins in the major shopping areas shall also be waterblasted on a monthly basis** (with care not to damage paint work) including around the base of the bin.

All other bins must be washed and cleaned at least on a 3 monthly basis.

Bin Cleaning is a very important component of the works. Council will carry out independent audits from time to time on a sample of bins for compliance with this specification.

### 7.9.7 Maintenance of Bins

#### Damage

**The Contractor will be held responsible for any damage caused to litter bins, liners or fixings due to careless operations. This does not include normal wear and tear**

#### Repairs

The Contractor is responsible for minor repairs and maintenance to bins. This may require removal of dents, minor welding or painting and straightening of litter bin poles that can be carried out on site. This work will be treated as variation and the Contractor shall submit a detailed quote to the Principal for approval prior to undertaking the repair works.

The Contractor shall advise the Principal of any faults, problems or issues associated with the litter bins or ash trays within their monthly report. Problems of a more urgent nature shall be raised as soon as possible.

#### Replacement

Where bins have been stolen/missing they shall be replaced by refurbished or new bins. Bins extensively damaged or requiring major maintenance may be removed from the site for refurbishing. Any bin so removed shall be replaced immediately with a previously refurbished bin. The removed bin shall be refurbished for use as a future replacement. Refurbishing of bins shall be treated as a variation and the Contractor shall submit a detailed quote to the Principal for approval prior to undertaking the repair works.

Replacement with refurbished bins may be attended to without seeking authorisation from the Principal. However, in the event of any doubt as to the validity of a request for replacement from the public, the Principal must be consulted and will be given a direction. A new bin may only be used as a replacement if authorised by the Principal.

The Contractor is required to carry replacement stock of the FEL HCC vandal proof bin . All new and refurbished bins installed shall be coated with an anti-graffiti coating.

Payment for replacement by either refurbished or new bins shall be in accordance with the Basis of Payment (Section 5).

### 7.9.8 Plant

The general requirements for plant are set out on Clause 6.1.12. Plant to be used for this work shall be as required to attain the specified standards. Fully enclosed vehicles will be required for the transport of litter.

**7.9.9 Performance Standards**

The standards to be met at all times are:

Bin Clearing

Bins shall at no time be permitted to overflow or, when in an area where regular emptying is not required, to have offensive or odorous material left in them.

<b>FAULT</b>
Bin overflowing
Bin contains offensive or odorous material for more than 24 hours
Bin surround not clean

Bin Cleaning

Bins that have become unsightly or odorous due to lack of cleaning will be deemed to have not met the required standard. Deductions to be applied when standard not met are:

<b>FAULT</b>
Bin unclean for more than 24 hours

Bin Repairs

<b>FAULT</b>
Bin pole out of alignment or suffered minor damage
Bin badly damaged and not replaced.

An audit of any bin may be undertaken at any time during any of monthly audit for the period. Where the audit indicates that any of the above standards has not been met at any site the Contractor will be advised immediately and the response time as scheduled below will apply.

<b>RESPONSE TIMES</b>	
<b>ITEM</b>	<b>RESPONSE TIME</b>
Hazardous or offensive litter	Immediate (within 1 hour)
Genuine complaint from ratepayer or instruction from Council	Same day
Advice that work sub-standard, to avoid deduction	Next day

**7.9.10 Ordered Work**

Ordered work shall include irregular clearance of bins if due to unusual activity or specific areas as directed by the Principal.

**7.9.11 Measurement and Payment**

As per the Basis of Payment (Section 5).

Released under the Local Government Official Information and Meetings Act

## 8. SCHEDULES

### 8.1 Major & Minor District Distributor Streets & C.B.D. Streets

No.	Street	Section
1	Bell Road	Gracefield Road to Parkside Road
2	Block Road	Complete
3	Cambridge Terrace	Complete
4	Clendon Street	Complete
5	Cornwall Street	Complete
6	Cuba Street	Complete
7	Daly Street	Complete
8	Daysh Street	Complete
9	Dudley Street	Complete
10	Eastern Hutt Road	Complete
11	Ewen Bridge	Complete
12	Fairway Drive	Complete
13	Gracefield Road	Wainuiomata Hill Road to Bell Road
14	Harcourt Werry Drive	Complete
15	High Street (Lower Hutt)	Complete
16	Hutt Road	Complete
17	Jackson Street	Hutt Road to Cuba Street
18	Kings Crescent	Complete
19	Knights Road	Complete
20	Koro Crescent	Complete
21	Laings Road	Complete
22	Ludlam Crescent	Complete
23	Eastern Bays Marine Drive	Seaview Road to Muritai Road
24	Marsden Street	Complete
25	Melling Bridge	Complete
26	Melling Link	Complete

<b>No.</b>	<b>Street</b>	<b>Section</b>
27	Melling Road	Complete
28	Naenae Road	Waiwhetu Road to Daysh Street
29	Oxford Terrace	Knights Road to Waterloo Road
30	Pharazyn Street	Block Road to Marsden Street
31	Pretoria Street	Cornwall Street to High Street
32	Queens Drive	Complete
33	Railway Avenue	Complete
34	Randwick Road	Complete
35	Daly Street	Complete
36	Rutherford Street	Complete
37	Stokes Valley Road	Eastern Hutt Road to George Street
38	Taita Drive	High Street to Harcourt Werry Drive
39	The Esplanade	Complete
40	Victoria Street, Alicetown	Cuba Street to Ewen Bridge
41	Wainuiomata Hill Road	Complete
42	Wainui Road (Waiwhetu)	Complete
43	Seaview Road	Complete
44	Waione Street	Complete
45	Waiwhetu Road	Complete
46	Waterloo Road	Complete
47	Whites Line East	Randwick Road to Wainui Road
48	Woburn Road	Complete
49	Connelly Street	Complete
50	Bunny Street	Complete
51	Margaret Street	Complete
52	Parkside Road	Bell Road to Seaview Road
53	Parkway	Complete
54	Wainuiomata Road	Complete

## 8.2 List of Cycle Lanes and Cycleways

### CYCLE LANES and CYCLEWAYS

August 2019

#### Cycle Lanes (on the carriageway)

Note: The following Cycle Lanes shall be maintained as specified but shall also be **swept a minimum of once every two weeks**

1. Waione Street: Waione Bridge to East St (west) – both sides on road
2. Wainuiomata Road – both sides on road
3. Wainuiomata Road/Main Road/Fitzherbert Road Roundabout
4. Parkway – both sides on road
5. Fairway Drive: Taita Dr to High St
6. Melling Road/High Street Roundabout
7. Randwick Road: Croft St to Randwick Cres – West side only on road (road width insufficient for desirable cycle lane width – leave until investigation for all of Randwick Rd)
8. Hutt Road/Esplanade Intersection
9. Eastern Hutt Road – Stoke Valley Roundabout to Silverstream Bridge, both Sides

#### Cycle ways (Cyclists and Pedestrians Shared Use)

Note: The following Cycleways shall be maintained as specified but shall also be **swept a minimum of once every two weeks**

The cycleways will require the use of a footpath sweeper

10. Petone On / Off ramp cycle lanes – Off the road
11. Marine Drive, Seaview to Eastbourne (Road and footpath sweepers required)

The following cycleways shall be maintained to the same standard as the walkways – See Clause 7.8 of the Specifications

12. Hutt Road: The Esplanade to Nevis St – north side shared path
13. Waione Street: East St (east) to Seaview R'bout – both sides shared path
14. Eastern Hutt Road: Stokes Valley Roundabout to Silverstream Bridge. Footpath on western side
15. Petone underbridge Cycle Lane
16. Hutt River Trail – All sealed sections from Waione Street Bridge to Silverstream Bridge
17. Port Road shared use
18. Wainuiomata Hill Road – shared path both sides of the road including the pedestrian footbridge.

### 8.3 Litter Bin and Ash Tray List by Area

LITTER BIN & ASH TRAY LIST BY AREA					
Location	Bin type	Supplier	Colour	Number of	Condition
<b>HUTT CBD</b>					
<b>High St (South end to Queens Dr)</b>	Vandal Proof	FEL Group	Brunswick Green	14	
	Victorian	FEL Group	Brunswick Green	4	
	Metalion special	Metalion	Pewter metallic	9	
<b>Queens Drive</b>	Vandal Proof	FEL Group	Brunswick Green	12	
	Re Cycle Bins	Metal Art	Twin Litter Bins	2	
<b>Margaret St</b>	Vandal Proof	FEL Group	Brunswick Green	1	
	Re Cycle Bins	Metal Art	Twin Litter Bins	2	
	Horizon	AE Tilley	Timber slats	5	
<b>Bunny St</b>	Victorian	FEL Group	Blue	4	
	Metallion	Metallion	Blue	10	
	Re Cycle Bins	Metal Art	Twin Litter Bins	2	
<b>Dudley St</b>	Vandal Proof	FEL Group	Brunswick Green	2	
<b>Andrews Ave</b>	Civic Medium	Metal Art		5	
				<b>72</b>	
<b>ASH-TRAYS ONLY</b>					
<b>Queens Drive - Centre City Arcade</b>	Ash Cylinder	A Tilley	Silver	1	
<b>Queens Drive - vicinity of Posti Plus Shop</b>	Ash Cylinder	A Tilley	Silver	1	
<b>Corner Margaret St &amp; Dudley St (under the tree)</b>	Ash Cylinder	A Tilley	Silver	1	
<b>Osbourne Place - cobbled seating area</b>	Ash Cylinder	A Tilley	Silver	1	
				<b>4</b>	
<b>CENTRAL</b>					
<b>Riverbank Car Park</b>	Vandal Proof	FEL Group	Brunswick Green	8	

Riverbank Car Park	Vandal Proof	FEL Group	Brunswick Green	10	
Melling Station	Vandal Proof	FEL Group	Brunswick Green	1	
Woburn Rd Bellevue Hotel	Vandal Proof	FEL Group	Blue/White	1	
Hutt Valley High School	Vandal Proof	FEL Group	Brunswick Green	1	
114 Woburn Rd	Vandal Proof	FEL Group	Brunswick Green	1	
St Albans Gr	Vandal Proof	FEL Group	Brunswick Green	1	
Market Gr – outside Mag & Turbo	Vandal Proof	FEL Group	Brunswick Green	2	
223 Knights Road	Vandal Proof	FEL Group	Brunswick Green	1	
210 Knights Rd	Vandal Proof	FEL Group	Brunswick Green	1	
Opp 126 Knights Rd	Vandal Proof	FEL Group	Brunswick Green	1	
Myrtle St	Vandal Proof	FEL Group	Brunswick Green	2	
Osborne Place	Vandal Proof	FEL Group	Brunswick Green	2	
43 Birch St	Vandal Proof	FEL Group	Brunswick Green	1	
47 Birch St	Vandal Proof	FEL Group	Brunswick Green	1	
Opp 184 Waterloo Rd	Vandal Proof	FEL Group	Brunswick Green	1	
Opp 142 Waterloo Rd	Vandal Proof	FEL Group	Brunswick Green	1	
Opp 139 Waterloo Rd	Vandal Proof	FEL Group	Brunswick Green	1	
237 Waterloo Rd	Vandal Proof	FEL Group	Brunswick Green	1	
Whites Line West By stop bank	Vandal Proof	FEL Group	Brunswick Green	1	
<b>Witako St shops</b>	Vandal Proof	FEL Group	Brunswick Green	1	
	Vandal Proof	FEL Group	Brunswick Green	1	
Kings Cres Store	Vandal Proof	FEL Group	Brunswick Green	1	
St Orans College	Vandal Proof	FEL Group	Brunswick Green	1	
High St Ropata Medical Centre	Vandal Proof	FEL Group	Brunswick Green	1	
209 Oxford St	Vandal Proof	FEL Group	Brunswick Green	1	
Epuni Shops	Vandal Proof	FEL Group	Brunswick Green	2	
				<b>46</b>	



<b>BOULCOTT</b>					
Zambesi Hair	Vandal Proof	FEL Group	Brunswick Green	1	
Hutt Hospital (Opposite and outside)	Vandal Proof	FEL Group	Brunswick Green	2	
<b>Mitchell St shops (Burger Shop)</b>	Vandal Proof	FEL Group	Brunswick Green	1	
<b>Mitchell St shops (Dairy)</b>	Vandal Proof	FEL Group	Brunswick Green	1	
High St Hometown Chicken	Vandal Proof	FEL Group	Brunswick Green	1	
				<b>6</b>	
<b>PARK AVE</b>					
Avalon Pharmacy	Vandal Proof	FEL Group	Brunswick Green	1	
<b>Park Ave shops</b>	Vandal Proof	FEL Group	Brunswick Green	9	
				<b>10</b>	
<b>Avalon</b>					
774 High Street (Baptist Church Avalon)	Vandal Proof	FEL Group	Brunswick Green	1	
Opp NaeNae college	Vandal Proof	FEL Group	Brunswick Green	1	
Outside NaeNae College	Vandal Proof	FEL Group	Brunswick Green	1	
<b>Tennyson St shops</b>	Vandal Proof	FEL Group	Brunswick Green	3	
<b>Avalon Shops (De Menenech Grove)</b>	Vandal Proof	FEL Group	Brunswick Green	1	
956 High St	Vandal Proof	FEL Group	Brunswick Green	1	
Mabey Rd	Vandal Proof	FEL Group	Brunswick Green	1	
1006 High St	Vandal Proof	FEL Group	Brunswick Green	1	
1114 High St	Vandal Proof	FEL Group	Brunswick Green	1	
Avalon Intermediate	Vandal Proof	FEL Group	Brunswick Green	1	
				<b>12</b>	
<b>Taita</b>					
<b>Taita Shopping Centre</b>	Vandal Proof	FEL Group	Brunswick Green	9	
	St Louis	FEL Group	Grey	6	
Taita Railway Station side	St Louis	FEL Group	Grey	2	

bus stop					
Walter Nash Stadium	Vandal Proof	FEL Group	Brunswick Green	1	
High St – Pomare bus stop and dairy	Vandal Proof	FEL Group	Brunswick Green	3	
				<b>21</b>	

Released under the Local Government Official Information and Meetings Act

<b>Stokes Valley</b>					
Stokes Valley Entrance Carpark by riverbank	Vandal proof	FEL Group	Brunswick Green	1	
53 Delaney Dr	Vandal Proof	FEL Group	Brunswick Green	1	
Stokes Valley Rd / To end dairy (407-423)	Vandal Proof	FEL Group	Brunswick Green	1	
Glen Rd /Hawthorn	Vandal Proof	FEL Group	Brunswick Green	1	
Glen Road Dairy	Vandal Proof	FEL Group	Brunswick Green	1	
Stokes Valley Road (Bus Stop at entrance)	Vandal Proof	FEL Group	Brunswick Green	1	
41 Stokes Valley Road	Vandal Proof	FEL Group	Brunswick Green	2	
52 Stokes Valley Road (Bus Stop)	Vandal Proof	FEL Group	Brunswick Green	1	
Opposite 5 Glen Road (Bus Stop)	Vandal Proof	FEL Group	Brunswick Green	1	
Stokes Valley Shopping Centre	Vandal Proof	FEL Group	Grey	21	
209 Stokes Valley Road Bus Stop	Vandal Proof	FEL Group	Brunswick Green	1	
351 Stokes Valley Rd	Vandal Proof	FEL Group	Brunswick Green	1	
419 Stokes Valley Road (Bus Stop)	Vandal Proof	FEL Group	Brunswick Green	1	
407-423 Stokes Valley Road (Top end Dairy)	Vandal Proof	FEL Group	Brunswick Green	1	
opposite 435 Stokes Valley Rd	Vandal Proof	FEL Group	Brunswick Green	1	
Top of Bird Gr	Vandal Proof	FEL Group	Brunswick Green	1	
				<b>37</b>	
<b>Naenae</b>					
<b>NaeNae Shopping Centre (including Hillary Court)</b>	Vandal Proof	FEL Group	Grey	22	
76 Rata sty	Vandal Proof	FEL Group	Brunswick Green	1	
114 Rata St	Vandal Proof	FEL Group	Brunswick Green	1	
Rata St Shops	Vandal Proof	FEL Group	Brunswick Green	3	

Hewer Cres	Vandal Proof	FEL Group	Brunswick Green	1	
Wesley Haven rest Home	Vandal Proof	FEL Group	Brunswick Green	1	
138 Waddington Dr	Vandal Proof	FEL Group	Brunswick Green	1	
Opposite 142 Waddington Dr	Vandal Proof	FEL Group	Brunswick Green	1	
Seddon St Shops	Vandal Proof	FEL Group	Brunswick Green	2	
116 NaeNae Rd	Vandal Proof	FEL Group	Brunswick Green	1	
				<b>33</b>	
<b>Fairfield</b>					
<b>Fairfield Shops</b>	Vandal Proof	FEL Group	Brunswick Green	6	
346 Waiwhetu Road (Bus Shelter)	Vandal Proof	FEL Group	Brunswick Green	1	
				<b>7</b>	
<b>Waterloo</b>					
<b>Waterloo Shopping Centre</b>	St Louis	FEL Group	Brunswick Green	7	
<b>Birch St shops</b>	Vandal Proof	FEL Group	Brunswick Green	2	
Cnr Waiwhetu Rd / Hardy St	Vandal Proof	FEL Group	Brunswick Green	1	
				<b>10</b>	
<b>Waiwhetu</b>					
Galway Street Dairy	Vandal Proof	FEL Group	Brunswick Green	1	
Old Griffins Site	Vandal Proof	FEL Group	Brunswick Green	1	
4 Wainui Rd	Vandal Proof	FEL Group	Brunswick Green	1	
11 Wainui Rd	Vandal proof B	FEL Group	Brunswick Green	1	
<b>Wainui Rd shops</b>	Vandal Proof	FEL Group	Brunswick Green	2	
Riverside Drive near Marae	Vandal Proof	FEL Group	Brunswick Green	1	
Whites Line East/Waiwhetu Rd	Vandal Proof	FEL Group	Brunswick Green	1	
Whites Line East/Pie Shop	Vandal Proof	FEL Group	Brunswick Green	1	
Cambridge Tce/opp Hawkins St	Vandal Proof	FEL Group	Brunswick Green	2	

Hawkins Street	Vandal Proof	FEL Group	Brunswick Green	1	
300 Waiwhetu Rd	Vandal Proof	FEL Group	Brunswick Green	1	
				<b>13</b>	
<b>Moera</b>					
<b>Randwick Rd (Moera Shops)</b>	Vandal Proof	FEL Group	Mural	6	
<b>Randwick Rd (Moera Shops)</b>	Metallion	Metallion	Grey	2	
<b>Randwick Rd (Moera Shops)</b>	Vandal proof	FEL Group	Grey	1	
Moera Library	Vandal Proof	FEL Group	Mural	1	
Randwick Road (Moera Shops)	Vandal Proof	FEL Group	Brunswick Green		
Community Hall (by toilet)	Vandal Proof	FEL Group	Brunswick Green	2	
1 Randwick Rd	Vandal Proof	FEL Group	Brunswick Green	1	
27 Randwick Rd	Vandal Proof	FEL Group	Brunswick Green	1	
132 Randwick Rd (Bus stop)	Vandal Proof	FEL Group	Grey	1	
Hutt Park Hotel	Vandal Proof	FEL Group	Brunswick Green	1	
				<b>16</b>	
<b>Wainuiomata</b>					
Wainui Hill top (South bound)	Vandal Proof	FEL Group	Brunswick Green	1	
Wainui Hill Lookout	Vandal Proof	FEL Group	Brunswick Green	5	
159 Wainuiomata Rd	Vandal Proof	FEL Group	Brunswick Green	1	
<b>Maire St Shops</b>	Vandal Proof	FEL Group	Brunswick Green	1	
	Vandal Proof	FEL Group	Brunswick Green	1	
109 Wainuiomata Rd	Vandal Proof	FEL Group	Brunswick Green	1	
95 Wainuiomata Rd	Vandal Proof	FEL Group	Brunswick Green	1	
73 Wainuiomata Rd	Vandal Proof	FEL Group	Brunswick Green	1	
61 Wainuiomata Rd	Vandal Proof	FEL Group	Brunswick Green	1	
Wainuiomata Rd opposite Parkway	Vandal Proof	FEL Group	Brunswick Green	2	
Wainuiomata Rd outside	Vandal Proof	FEL Group	Brunswick Green	1	

Library					
7 Wainuiomata rd	Vandal Proof	FEL Group	Brunswick Green	1	
90 Main Rd	Vandal Proof	FEL Group	Brunswick Green	1	
64 Main Rd	Vandal Proof	FEL Group	Brunswick Green	1	
34 Main Rd	Vandal Proof	FEL Group	Brunswick Green	1	
158 Hine Rd	Vandal Proof	FEL Group	Brunswick Green	1	
Bus Depot	Vandal Proof	FEL Group	Brunswick Green	1	
<b>Homedale Village Shops</b>	Metallion	Metallion	Brunswick Green	6	
	Vandal Proof	FEL Group	Brunswick Green	2	
Coast Road Dairy	Vandal Proof	FEL Group	Brunswick Green	1	
10 Fitzherbert Rd	Vandal Proof	FEL Group	Brunswick Green	1	
7 Fitzherbert Rd	Vandal Proof	FEL Group	Brunswick Green	1	
Fitzherbert Rd – Outside fish shop	Vandal Proof	FEL Group	Blue	1	
<b>Queens St Shopping Centre</b>	Vandal Proof	FEL Group	Blue	9	
<b>The Stand</b>	Vandal Proof	FEL Group	Brunswick Green	1	
	Vandal Proof	FEL Group	Brunswick Green	1	
39 Wise St	Vandal Proof	FEL Group	Brunswick Green	1	
Castlerea St – outside dairy	Vandal Proof	FEL Group	Brunswick Green	1	
Norfo k St pop Shops	Vandal Proof	FEL Group	Brunswick Green	1	
Norfo k St shops	Vandal Proof	FEL Group	Brunswick Green	3	
39 Norfo k St	Vandal Proof	FEL Group	Brunswick Green	1	
188 Wellington Rd	Vandal Proof	FEL Group	Brunswick Green	1	
100 Wellington Rd	Vandal Proof	FEL Group	Brunswick Green	1	
50 Wellington Rd	Vandal Proof	FEL Group	Brunswick Green	1	
Wellington Rd –opp 19	Vandal Proof	FEL Group	Brunswick Green	1	
MereMere St shops	Vandal Proof	FEL Group	Brunswick Green	2	
4 Meremere St	Vandal Proof	FEL Group	Brunswick Green	1	
Konini St outside Dairy	Vandal Proof	FEL Group	Brunswick Green	1	
Parkway – outside Fish shop	Vandal Proof	FEL Group	Brunswick Green	1	

Best Street	Vandal Proof	FEL Group	Brunswick Green	1	
Rata Street	Vandal Proof	FEL Group	Brunswick Green	1	
				<b>60</b>	
<b>Eastern Bays</b>					
Point Howard Tanker terminal	Vandal Proof	FEL Group	Brunswick Green	1	
Point Howard –Opp toilets	Vandal Proof	FEL Group	Brunswick Green	1	
Sorento Bay seating area	Vandal Proof	FEL Group	Brunswick Green	1	
Marine Dr opposite Cheviot Rd	Vandal Proof	FEL Group	Brunswick Green	1	
Cheviot Road on Corner	Vandal Proof	FEL Group	Brunswick Green	1	
York Bay –Pump station	Vandal Proof	FEL Group	Brunswick Green	1	
Marine Dr opposite Taungata	Vandal Proof	FEL Group	Brunswick Green	1	
Rangiruru Rd (opposite Bus Shelter)	Vandal Proof	FEL Group	Brunswick Green	1	
Mahina Rd-Harbour side	Vandal Proof	FEL Group	Silver / round top	1	
Marine Dr Opp Challenge Station	Vandal Proof	FEL Group	Brunswick Green	1	
Marine Dr Boat Ramp	Vandal Proof	FEL Group	Brunswick Green	1	
Opp 615 Marine Dr	Vandal Proof	FEL Group	Brunswick Green	1	
7 Muritai Rd	D Bin	AE Tilley	Blue	1	
108 Muritai Rd	Vandal Proof	FEL Group	Brunswick Green	1	
446 Mutitai Rd	Vandal Proof	FEL Group	Brunswick Green	1	
416 Mutitai Rd	D Bin	AE Tilley	Brunswick Green	1	
380 Muritai Rd	Vandal Proof	FEL Group	Brunswick Green	1	
332 Muritai Rd	D Bin	AE Tilley	Brunswick Green	1	
314 Muritai Rd	D Bin	AE Tilley	Blue	1	
246 Murtitai Rd	Vandal Proof	FEL Group	Brunswick Green	1	
152 Murtitai Rd	Vandal Proof	FEL Group	Brunswick Green	1	
Muritai Rd – Telephone exchange	Vandal Proof	FEL Group	Brunswick Green	1	
Muritai rd – Outside school	Vandal Proof	FEL Group	Brunswick Green	1	

Opposite 193 Muritai Road (school)	Vandal Proof	FEL Group	Brunswick Green	1	
Rimu St Shopping Centre & Oroua Street	Vandal Proof	FEL Group	Mural	4	
Rimu St Shopping Centre & Oroua Street	Vandal Proof	FEL Group	Brunswick Green	6	
Bus Barn	Vandal Proof	FEL Group	Brunswick Green	1	
Rona Bay Boat Ramp	Vandal Proof	FEL Group	Brunswick Green	1	
Eastbourne Swimming pool	Vandal Proof	FEL Group	Brunswick Green	1	
Mahina Rd	D Bin	AE Tilley	Blue	1	
Marine Dr – Taungata Rd	D Bin	AE Tilley	Blue	1	
Point Howard look out	Vandal Proof	FEL Group	Brunswick Green	1	
Point Howard – Next to toilets	T Bin	FEL Group	Brunswick Green	2	
				<b>42</b>	
<b>Seaview</b>					
Barnes St - Marae	Vandal Proof	FEL Group	White Bin /Blue top	1	
36 Seaview Rd	Vandal Proof	FEL Group	Brunswick Green	1	
Seaview Rd – Outside Cemetery	Vandal Proof	FEL Group	Brunswick Green	1	
The Foundry Hutt Park Rd	Vandal Proof	FEL Group	Brunswick Green	1	
Takeaway Parkside Rd	Vandal Proof	FEL Group	Blue/White	1	
				<b>5</b>	
<b>Petone</b>					
Waione St (Bridge / Bus Stop)	Vandal Proof	FEL Group	Brunswick Green	2	
Shoreline Dairy	Vandal Proof	FEL Group	Brunswick Green	1	
The Esplanade – John's Fish market	Vandal Proof	FEL Group	Brunswick Green	2	
223 The Esplanade	Vandal Proof	FEL Group	Brunswick Green	1	
Hutt Rd – Outside Petone Station	Vandal Proof	FEL Group	Brunswick Green	1	



102 Hutt Rd – Nelson St dairy	Vandal Proof	FEL Group	Brunswick Green	1	
Cnr Cuba @ Jackson by Bus Shelter	Vandal Proof	FEL Group	Brunswick Green	1	
Jackson St / Aurora St	Vandal Proof	FEL Group	Brunswick Green	1	
Jackson St / Patrick St	Vandal Proof	FEL Group	Brunswick Green	1	
Jackson St / Collins St	Vandal Proof	FEL Group	Brunswick Green	1	
Jackson St / Jessie St	Vandal Proof	FEL Group	Brunswick Green	1	
Jackson St (Hutt Rd to Cuba St) Outside ANZ Bank	Parade (JSP)	AE Tilley	Tan	45	
	D - Bin	AE Tilley	Blue	1	
	Vandal Proof	FEL Group	Brunswick Green	2	
119 Cuba St	Vandal Proof	FEL Group	Brunswick Green	1	
Cuba St /Manchester St	Vandal Proof	FEL Group	Brunswick Green	1	
Buick St by Petone Water Fountain	Vandal Proof	FEL Group	Round with slats	1	
Buick St (near bank)	Vandal Proof	FEL Group	Brunswick Green	1	
Brittannia St / Udy St	Vandal Proof	FEL Group	Brunswick Green	1	
Udy St /Nelson St	Vandal Proof	FEL Group	Brunswick Green	1	
Udy St at Petone Rec	Vandal Proof	FEL Group	Brunswick Green	1	
Udy St cnr Brittannia St	Vandal Proof	FEL Group	Brunswick Green	1	
Richmond St – Outside tobacco factory	Vandal Proof	FEL Group	White Bin / Blue Top	1	
North St – Bottom of foot bridge	Vandal Proof	FEL Group	Brunswick Green	1	
	Vandal Proof	FEL Group	Brunswick Green	1	
73 Cuba St	Vandal Proof	FEL Group	Brunswick Green	1	
77 Cuba St (Shops by Atiawa)	Vandal Proof	FEL Group	Brunswick Green	1	
83 Cuba St (Shops by Atiawa)	Vandal Proof	FEL Group	Brunswick Green	1	
91 Cuba St (Shops by Atiawa)	Vandal Proof	FEL Group	Brunswick Green	2	
138 Cuba St	Vandal Proof	FEL Group	Brunswick Green	1	

139 Cuba St	Vandal Proof	FEL Group	Brunswick Green	1	
				<b>79</b>	
<b>Alicetown</b>					
143 Cuba St	Vandal Proof	FEL Group	Brunswick Green	1	
156 Cuba St	Vandal Proof	FEL Group	Brunswick Green	1	
Cnr Cuba sty / Burnham st	Vandal Proof	FEL Group	Brunswick Green	1	
	Vandal Proof	FEL Group	Brunswick Green	1	
132 Hutt Rd – Spotted Dog Deli	Vandal Proof	FEL Group	Brunswick Green	1	
Hutt Rd outside Station Village	Vandal Proof	FEL Group	Brunswick Green	1	
Railway Ave / Herbert St	Vandal Proof	FEL Group	Brunswick Green	1	
Wakefield St Bottom of foot bridge	Vandal Proof	FEL Group	Brunswick Green	1	
Wakefield St / Victoria St	Vandal Proof	FEL Group	Brunswick Green	1	
Wakefield / Mudie St	Vandal Proof	FEL Group	Brunswick Green	1	
Mudie St (Bottom of Riverbank path)	Vandal Proof	FEL Group	Brunswick Green	5	
<b>Alicetown Shops</b>	Vandal Proof	FEL Group	Salsa	5	
	Dbins	AE Tilley	Salsa	2	
Mudie St / Buckley St	Vandal Proof	FEL Group	Brunswick Green	1	
				<b>23</b>	
<b>Korokoro</b>					
Cnr Korokoro Rd & Singers Rd	Vandal Proof	FEL Group	Brunswick Green	1	
Cnr Korokoro Rd & London Rd	Vandal Proof	FEL Group	Brunswick Green	1	
				<b>2</b>	
<b>Maungaraki</b>					
<b>Maungaraki Shops</b>	Vandal Proof	FEL Group	Brunswick Green	4	
	Vandal Proof	FEL Group	Brunswick Green	1	
Dowse Dr opposite Maungaraki School	Vandal Proof	FEL Group	Brunswick Green	1	

Oakley Street Dairy	Vandal Proof	FEL Group	Brunswick Green	1	
Pokohiwi Rd near Poto Rd	Vandal Proof	FEL Group	Brunswick Green	1	
				8	
<b>Kelson</b>					
Kelson Four Square	Vandal Proof	FEL Group	Brunswick Green	1	
Bottom of Major Drive SH2	Vandal Proof	FEL Group	Brunswick Green	1	
245 Major Drive (By Bus Stop)				1	
				3	
Total bins & Ash-trays				509	

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## 8.4 Location Of Walkways

LOCATION OF WALKWAYS	LENGTH METRES
<b>ALICETOWN</b> Tama/Riverbank South Tama/Riverbank	
<b>ARAKURA</b> Antrim/Pollard Black Creek/Dunn Walkway Frederick/Wise Walkway Moohan /Heath Norfolk/Whitehall Wellington/McKay Wellington/Westminster Opp Dover Road Wellington /Westminster No 124 Wellington / Upper Fitzherbert Westminster/Edmonds Westminster/Norfolk Weymouth/Upper Fitzherbert	 67 42 87 84 109 140 120  112 140 91 40
<b>AVALON</b> Cottle/Gordon Frederick/Scanlon High/Dyer High/McBain Oxford/Hollard Taita/Kilmister	 123 52 80 67 71 75
<b>BELMONT</b> Coach Lane/Hill Road Hill Road/Motorway Charles/Owen Street Footbridge	 128 41

<b>EASTBOURNE</b>	
Dillon Street/Marine Drive	
Gill Road – zig zag track (from end of road to end of asphalt footpath)	
Karamu/Ngaio	
Karaka Street – footpath from steps to 19	60
Marine Drive/90 Muritai	
Muritai/Pukatea	100
Marine Parade	64
Rona/Totara	76
The Promenade	
Pitoittoi/Korimakoko Road walkway	
<b>EPUNI</b>	
Dyer/Thornycroft Avenue	86
Orr/Amberley	62
Waterloo/Marina Grove	73
Waterloo/Pinny	80
Witako/Pretoria	73
Knights/Mahoe	99
<b>FAIRFIELD</b>	
Riverside Drive/Hammerton Street	102
<b>GRACEFIELD</b>	
York/Awamutu	
Gracefield/Wainui Hill	168
Mandel Mews/Quadrant Drive	
<b>HARBOUR VIEW</b>	
Harbour View/City View	94
Western Hutt/Jenness	165
<b>HOMEDALE</b>	
Best/Fullerton	42
Main/Hyde No 17	98
Main Hyde No 59	98
Moohan/Bull	93
Petrie/McKillop	47

Stanley/Sharpe	114
Wood/Peel	86
Main/Peel	125
<b>HUTT CENTRAL CBD</b>	
Dudley/Daly	58
High/Dudley	62
High/Rutherford	65
Queens/Knight	69
Riverbank/No 33 & No 49 High St	41
Riverbank/Daly south Andrews	44
Riverbank/Daly North Andrews	
Riverbank/Daly opp Toyota	
Riverbank/Daly St opp Ming Restaurant	32
Riverbank/Daly St South	58
Riverbank/Rutherford by Toyota	71
<b>KELSON</b>	
Invercargill/Outram	88
Major/Bedford	54
Major/Vista	223
Sunshine/Terrys	76
<b>KOROKORO</b>	
Hutt Road to Petone Station platform (adjacent to ACME Principaling)	
Korokoro / Petone SH2 Footbridge (to Petone Station Platform)	
Korokoro/London Road to entrance to Percy's Reserve	600
Maungaraki Walkway by 48 Maungaraki	46
Singers/Galbraith's Gully	454
<b>MANOR PARK</b>	
Hugh Duncan/McDougall Walkway	339

<b>MAUNGARAKI</b>	
Cherry Blossom/Reese Jones	73
Miromiro/School	104
Miromiro/Wisteria	224
Reese Jones/Acacia	70
<b>MOERA</b>	
Randwick/Trevethick	154
<b>NAENAE</b>	
Cambridge/Sladden	70
Chapman (24)/Hewer	80
Chapman (64)/Hewer	81
Daysh St Bridge/Cambridge Terrace	
Kowhai/Harris	90
Kowhai/Hewer	83
Naenae/Bush	95
Naenae/Fisk	66
Naenae Rd/Gregory St	
Naenae/Hodgins	87
Naenae/Strand	102
Naenae/Wheatley	84
Oxford Tce/Daysh Street	
Pilcher/McEnroe	117
Rata Bush	95
Rata/Butler	89
Rata/Strand	115
Seddon/Shearer	97
Sladden/Barton	71
Strand/Mayo	69
Waddington/McEnroe	63
Waddington/Strand	76
Wilkie Crescent Walkway	87
Wilkie/Butler	75

<b>NORMANDALE</b>	
Christina Grove Walkway	78
Martin/Pokohiwi	128
Martin/School	116
Miromiro/Pekanga	339
Miromiro walkway	
Normandale/Poto	141
<b>PARKWAY</b>	
Konini/Karamu	71
Meremere/Manurewa	73
Rakaia/School	28
Rata St/Parkway Extension	
The Strand/Hinau	175
Totara/Karamu	108
Wainui/Hinau	93
Wainui/32 Fraser	99
Wainui/74 Fraser	116
Wainui/94 Fraser	104
<b>PETONE</b>	
William/Tennyson	81
<b>STOKES VALLEY</b>	
Clapham/Harold	87
Delaney/Hansen	80
George/Amunsden	121
George/Bird	93
Kingsley/McManaway Grove *note this is a private walkway but HCC agreed to clean and treat for weeds – all other mtce is not HCC responsibility)	-
Logie/Fenchurch	
Stokes Valley/Holborn	74
Stokes Valley/Thomas	62
Thomas/Castle Cres	106
Stokes Valley/Walker	69



<b>TAITA</b>	
Churton/Hooper	67
Eastern Hutt/High	264
High/Farmer	79
High/Futter	76
High/Petherick	78
Milne/Pearce	89
Reynolds/Pearce	86
Taine/Deckston	98
Taita/Reynolds	73
Taine/Tocker	106
Taita/Compton	77
Taita/Deans	86
Taita/Lockwood	78
Taita/Molesworth	76
Welch/Bryant	69
<b>THE BAYS</b>	
Marine Drive/Church Lane	82
Marine Drive/Howard	42
Marine Drive/Walter	194
Marine Drive/Waitohu	69
Pitoittoi/Drainage	194
Pitoittoi/Koromako	40
<b>TIROHANGA</b>	
Pomare Road Walkway	98
Tirohanga/Onehuka	185
<b>WAIWHETU</b>	
Atiawa Cres/Waiwhetu Rd	
Cambridge/15 Trafalgar	98
Cambridge/Trafalgar	99
Cleary/Riverside	152
Waiwhetu/Haig	98
Collingwood/Vincent	113
Haig/Bauchop	87

<b>WATERLOO</b>	
Knights/Mahoe	60
Riverside/Wyndrum	43
<b>WESTERN HILLS</b>	
Pomare/Grounsell Footpath adjoining SH2	500
Harbour View/Pomare Footpath adjoining SH2	1000
Harbour View/Normandale Overbridge	1200
<b>WOBURN</b>	
Ludlam/Matai	82
Oxford/Totara	88
Puriri/Maire	89
Richmond Grove Walkway	41
Totara/Hinau	113
Totara/Puriri	90

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## 8.5 Low Level Footpaths Inside Channels

LOW LEVEL FOOTPATH INSIDE CHANNELS			
Street	Suburb	Street	Suburb
Beaumont Avenue	Alicetown	Willcox Grove	Naenae
Hutt Road	Alicetown	Cuba Street	Petone
Kiwi Street	Alicetown	Heretaunga Street	Petone
Marsden Street	Alicetown	Seaview Street	Seaview
Pharazyn Street	Alicetown	George Street	Stokes Valley
Tama Street	Alicetown	Glen Road	Stokes Valley
Te Mome Road	Alicetown	Harold Grove	Stokes Valley
Tui Street	Alicetown	Horoeka Street	Stokes Valley
Victoria Street	Alicetown	James Grove	Stokes Valley
Williams Grove	Alicetown	Kariku Street	Stokes Valley
Garden Road	Avalon	Kamaha Street	Stokes Valley
Oxford Terrace	Avalon	Kennedy Grove	Stokes Valley
Percy Cameron Street	Avalon	Kopara Grove	Stokes Valley
Tennyson Avenue	Avalon	Korau Grove	Stokes Valley
Boulcott Street	Boulcott	Manuka Street	Stokes Valley
Connolly Street	Boulcott	Maru Street	Stokes Valley
Melling Road	Boulcott	Montgomery Street	Stokes Valley
Military Road	Boulcott	Morrison Grove	Stokes Valley
Saint Andrews Grove	Boulcott	Ngahere Street	Stokes Valley
Muritai Road	Eastbourne	Raukawa Street	Stokes Valley
Pukatea Street	Eastbourne	Stokes Valley Road	Stokes Valley
Rata Street	Eastbourne	Tawhai Street	Stokes Valley
Copeland Street	Epuni	Walker Grove	Stokes Valley
Epuni Street	Epuni	Farmer Crescent	Taita
Green Street	Epuni	Burden Avenue	Wainuiomata
Norton Park Avenue	Epuni	Frederick Street	Wainuiomata

Orr Crescent	Epuni	Gawler Grove	Wainuiomata
Pilmuir Street	Epuni	Hyde Street	Wainuiomata
Porutu Street	Epuni	Konini Street	Wainuiomata
Block Road	Harbour View	Kowhai Street	Wainuiomata
Major Drive	Kelson	Main Road	Wainuiomata
Vista Grove	Kelson	Moore's Valley Road	Wainuiomata
Cornwall Street	Lower Hutt	Rimu Street	Wainuiomata
Hautana Square	Lower Hutt	Wellington Road	Wainuiomata
Hautana Street	Lower Hutt	Wright Street	Wainuiomata
High Street	Lower Hutt	Bell Road	Waiwhetu
Huia Place	Lower Hutt	Leighton Avenue	Waiwhetu
Kings Crescent	Lower Hutt	Riverside Drive Central	Waiwhetu
Knights Road	Lower Hutt	Russell Street	Waiwhetu
Laings Road	Lower Hutt	Tawa Street	Waiwhetu
Penrose Street	Lower Hutt	Waikare Avenue	Waiwhetu
Pretoria Street	Lower Hutt	Wainui Road	Waiwhetu
Queens Grove	Lower Hutt	Bauchop Avenue	Waterloo
Sherwood Street	Lower Hutt	Birch Street	Waterloo
Waterloo Road	Lower Hutt	Birdwood Road	Waterloo
Willoughby Street	Lower Hutt	Cudby Street	Waterloo
Woburn Road	Lower Hutt	Hardy Street	Waterloo
Maungaraki Road	Maungaraki	Mahoe Street	Waterloo
Oakleigh Street	Maungaraki	Norton Park Avenue	Waterloo
Reese Jones Grove	Maungaraki	Riddiford Street	Waterloo
Elizabeth Street	Moera	Wilford Street	Waterloo
Balgownie Grove	Naenae	Wyndrum Avenue	Waterloo
Judd Crescent	Naenae	Fuller Grove	Woburn
Naenae Road	Naenae	Hinau Street	Woburn
Newcombe Street	Naenae	Trevethick Grove	Woburn

## 8.6 Private Roads

### PRIVATE ROADS (Not maintained by HCC unless otherwise stated)

RAMM	Name	Location	Map
	Applerley Way	Off 85-201 Parkway	
1637	Aranmore	Off Park Road	
1402	Atiamuri Cr	off SH58 (Haywards Hill Rd)	2
1403	Benmore Cr	off Manor Park Road	3
1426	Coast Rd	End of seal to Orongorongo River	28
	Concord Street	End of Road (No's 8-16)	
1404	Cottle Heath Close	off Manor Park Road	4
1194	Drury Lane	off Tirohanga Road	6
	Fawcet Place	Off Meadowbank Drive	
1414	Fleet Gr	off Korokoro Road	7
1553	Green Park Lane	off Maungaraki Road	8
1010	Halford Pl	off Jackson Street	9
	Hillview Rise	Off 85-201 Parkway	
1011	Hardham Cr	off Heretaunga Road	29
1428	Hastings Gr	off hamstead Street	10
1494	Holloway Dr	off Wairere Road	30
1433	Houhere Tce	off Muritai Road	12
	Jack Vaughan Grove	Off 204 Wise Street	
1440	Kaitawa St	off Sh58 (Haywards Hill Road)	1
	Kaitanga Cres	26A – yet to be named	
	Kensington Avenue	No 8 (311 Jackson) yet to be named	
756	Kerkwall Dr	Loop road at top end (off Swanson) c'way=1898	13
1151	Kirks Ave	off Britannia St	14
	Lime Grove	Off Otonga Heights subdivision	

	Lowry Heights	Off Lowry Cres	
	MacDiarmid Place	Private R.O.W No's 5 - 17	
1406	Matahina Gr	Haywards Subdivision	2
893	McGowan Rd	Cul-de-sac opposite Lincoln Grove	27
1566	McManus Way	off Arahiwi Grove	31
1415	Mill Road	off Hutt Road	11
1416	Nicholls Ave	off Hutt Road	16
1567	Oceanview Tce	off Arahiwi Grove	31
1434	Orihau Tce	off Russo Road	17
	Otonga Heights	Off Oakleigh Street – Part of road is Reserve Land	
1407	Palm Gr	off Park Road	18
1419	Pine Tree Lane	off Taku Matunga Road	8
1420	Priests Ave	off SH2 between Cornish St and Korokoo Rd	19
1421	Rahui Gr	off Korokoro Road	7
1435	Rangiuru Rd	Mahina Bay	20
188	Reynolds Bach Dr	Landfill access of Eastern Hutt Road	26
1432	Riverside Gr	off Hine Road	21
1554	Rosebank Pl	off Rosebank Ave	22
1596	St Johns Way	Off Miromiro Road	
	St Michaels Lane	Off Cooper Street	
1636	Tara Place	Off Park Road	
	Toa Toa Way	Off Ngahere Street	
1438	Waerenga Rd	off Marine Dr, Eastbourne	23
	Wainui Gr	off Dowse Drive	
	Westhill Road	Off Howard Road	
1136	Wilmore Way	off Marine Dr, Eastbourne	25
	Winifred Way	Off Redvers Drive, Belmont	
	Woodland Mews	Off the Strand	

Note: In Maungaraki there are four lanes that cause confusion as to ownership and responsibility for maintenance. These are:			
768	Bushey Way	Private R.O.W. maintained by Council	5
166	Walnut Way	Private R.O.W maintained by Council	24
		Eastbourne	
1563	Reserve Road, Eastbourne	Drainage Reserve maintained as a road	25

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## 8.7 Location of Services Lanes

Note: Plans of the Service lanes are available on request and will be given to the successful contractor

### SERVICE LANES

LOCATION	LENGTH METRES
<b>ALICETOWN</b> Victoria Street Service Lane (52 to 70) Scales Lane	195
<b>AVALON</b> De Menech/High Street Service Lane Mabey Road Shops Service Lane	55 44
<b>ARAKURA</b> Norfolk Street Shops Service Lane	66
<b>BELMONT</b> Atherston Lane Service Lane Corrondella Service Lane	35 219
<b>HARBOURVIEW</b> Viewmont Drive Service Lane	64
<b>EPUNI</b> Copeland/Oxford Terrace Service Lane	61
<b>HOMEDALE</b> Rowe Parade Service Lane (Past Motel) Hair Street No. 112A	143 68
<b>HUTT CENTRAL CBD</b> Bunny Knights Road Service Lane Bristol Square-Pretoria Service Lane Daly Street South Service Lane Daly Street North Service Lane Margaret Street Service Lane (between 217 High Street & 77 Rutherford Street) Queens Drive-Osborne Place Service Lane Queens Drive Service Lane (Queens Arcade) 77 Queens Street Queens Drive Service Lane (Nth Parking Building) between 35 and 45	122 184 57 127 151 92 50 105



<b>KELSON</b>	
Bedford Grove North Service Lane	154
Bedford Grove South Service Lane	119
Haast Close Service Lane	64
Taieri Crescent Service Lane	65
Viscount Grove Service Lane	65
<b>KOROKORO</b>	
Off Stanhope Crescent (Between Lots 32-37)	46
<b>MAUNGARAKI</b>	
Bushey Way Service Lane	180
Dowse Drive/Holly Grove Service Lane	175
Dowse Drive/Oakleigh Street Service Lane	29
Magnolia Grove Service Lane	45
Lilac Lane	90
Walnut Way Service Lane	220
<b>NAENAE</b>	
Cambridge Terrace/Vogel Street Service Lane	189
Gregory/Holland Service Land	246
Gregory Street Service Lane	138
Treadwell Street Service Lane	84
Vogel Street/Everest Avenue Service Lane	155
<b>PARKDALE</b>	
Fitzherbert Service Lane (rear of Queen Street Shops)	124
Wainuiomata Road Service Lane (between 4 and 8 Wainuiomata Road)	115
<b>STOKES VALLEY</b>	
August Street/Delaney Drive Service Lane	34
Bowers Street/Oates Street Service Lane	12
Holborn Drive 29/31 Service Lane	221
Holborn Drive (#92) Service Lane	40
Oats Street South Service Lane	40
Stokes Valley Road (Opp. Service Station at Valley Entrance)	60
<b>TAITA</b>	
Farmers Crescent Service Lane	94
Taine/Tocker Street Service Lane	116
Tocker Street Service Lane	64

<b>THE BAYS</b>	
Off Pitoitoti Road Service Lane East Side	250
End of Dillon Street Service Lane	60
<b>TIROHANGA</b>	
Tirohanga Road Service Lane No. 79	36
<b>WAIWHETU</b>	
Whites Line East/Hawkins Street Service Lane	45
Waiwhetu Road No 5	45
<b>WATERLOO</b>	
Collingwood/Hardy Street Service Lane	108
Cambridge/Cressy Street Service Lane	95
Oxford Tce/Birch Street Service Lane	175

Released under the Local Government Official Information and Meetings Act

## 8.8 Traffic Car Parks

### TRAFFIC CAR PARKS

<b>HCC CAR PARKS</b>		
1.	Riverbank (WRC) (Lower Hutt)	Entry from High Street (south end) Andrews Avenue and Rutherford Street at Queens Drive.
2.	Event Centre (Lower Hutt)	Entry off Laings Road
3.	Dowse (Lower Hutt)	Entry off Stevens Grove.
4.	Laings Road (Lower Hutt)	Entry Laings Road north side, between Crooked Elm and Telecom Buildings.
5.	St James/Library (Lower Hutt)	Entry Woburn Road north side adjacent to St James Church
6.	Osborn Place (Lower Hutt)	Off Queens Drive
<b>WESTERN HILLS</b>		
7.	Korokoro Road (Korokoro)	Entry Korokoro Road south side approximately 20 metres west of London Road intersection.
8.	Magnolia Grove (Maungaraki)	Next to playground entrance
<b>PETONE</b>		
9.	Hutt Road (Alicetown)	Under Dowse Overbridge
10.	Marine Parade (Petone)	West end by Playground
11.	Beach Street (Petone)	South of Jackson Street, west side

12.	Silbury Carpark (Petone)	Entry Elizabeth Street west end.
13.	Peel Place and Mall Carpark (Petone)	Entry from Richmond Street and Britannia Street
	<b>NAENAE/TAITA</b>	
14	Vogel Street (Naenae)	Entry Vogel Street north side, outside Naenae Hotel.
15.	Treadwell Street (Naenae)	Entry Treadwell Street north side between Hewer Crescent and Sladden Street.
16	Hilary Court (Naenae)	Entry Treadwell Street south side, opposite Sladden Street.
17	Taita Shopping Area (Taita)	Parks adjoining High Street and Taine Street.
	<b>EASTERN HUTT ROAD / WAIWHETU</b>	
18.	Riverbank (Eastern Hutt Road)	Opposite Stokes Valley Roundabout

## 8.9 List of HCC Subways

### Hutt City Council Maintained Subways

Melling Bridge (East)

Hinau/Guthrie Street

Major Drive/Fairway Drive (Belmont School)

Released under the Local Government Official Information and Meetings Act

## 8.10 List of Critical Sumps

Priority Sumps List – August 2019

### LIST OF CRITICAL / PRIORITY SUMPS

Street	Area	Description
Victoria Street	Alicetown	ALL
Marine Drive	Eastern Bays	
Howard Road	Eastern Bays – Point Howard	Bottom End
Walter Road	Eastern Bays – Lowry Bay	ALL
Various Streets	Eastern Bays - Hillside	Check all sumps in Hillside suburbs
Pitoitoi Road	Eastern Bays – Days Bay	ALL
Kowhai Street	Eastbourne	ALL
Muritai Road	Eastbourne	Soak pit check
Copeland Street	Epuni	ALL
Woodvale Grove	Epuni	Check All
Summitt Road	Epuni	Check All
Bell Road	Gracefield	ALL
Port Road/Seaview Rd/Gracefield Rd	Gracefield	ALL
Various Street	Gracefield/Seaview	Check all streets – Area is low lying
Myrtle Street	Hutt Central	ALL
Ewen Bridge	Melling	Check - normally pump issue
Pharazyn Street	Melling	ALL
Seddon Street	Naenae	ALL
Rata Street	Naenae	ALL
Kowhai Street	Naenae	Adjacent to cemetery including service road

Prebble Grove	Naenae	Check All
The Esplanade	Petone	ALL
Street	Area	Description
Ngahere Street	Stokes Valley	ALL
Holborn drive	Stokes Valley	Bottom End
Main Road	Wainuiomata	Check All
Moohan Street	Wainuiomata	Check All
Queen Street	Wainuiomata	ALL
Wainuiomata Road	Wainuiomata	Check All
Belmont Terrace	Western Hill -Belmont	ALL
City View Grove	Western Hills - Belmont	Bottom End
Coach Lane	Western Hill -Belmont	ALL
Foster Crescent	Western Hill -Belmont	Corner of Hill Road
Gaskill Grove	Western Hills - Belmont	Bottom End
Harbour View Road	Western Hill -Belmont	Bottom End
Hill Road	Western Hill -Belmont	Check all from Foster Crescent to the bottom
Jenness Grove	Western Hills - Belmont	Bottom End
Natusch Road	Western Hill -Belmont	ALL
Park Road	Western Hill -Belmont	Bottom end
Wairere Road	Western Hills - Belmont	Bottom End and intersection with service lane
Gurney Road	Western Hills - Kelson	ALL
Hebden Crescent	Western Hills - Kelson	Catch Pits ALL
Liverton Road	Western Hills - Kelson	ALL
Korokoro Road	Western Hills - Korokoro	Check All
London Road	Western Hills - Korokoro	Bottom End
Singers Road	Western Hills - Korokoro	Check All

Miromiro Road	Western Hills - Maungaraki	Check All
Dowse Drive	Western Hills - Maungaraki	Check All
Normandale Road	Western Hills – Normandale	Check All
Street	Area	Description
Pokohiwi Road	Western Hills - Normandale	Check All
Stratton Street	Western Hills - Normandale	Check All
Onehuka Road	Western Hills - Tirohanga	Bottom End
Pomare Road	Western Hills - Tirohanga	Bottom End
Tirohanga Road	Western Hills - Tirohanga	Bottom End

Please note that this list is only indicative of problem Council sumps. The contractor will be expected to quickly form a plan and add to this list as necessary to meet contract performance.



## 8.11 Parks and Reserves Sumps

August 2019

Reserves		
Ward	Site Names	Sump - Roading
Central	Copeland Street Reserve	3
Central	Ewen Park (1 of 2)	3
Eastern	Butler Street Reserve	1
Eastern	Daysh Street Embankments (Naenae Side)	1
Eastern	Walter Mildenhall Park (1 of 4)	2
Eastern	Walter Mildenhall Park (2 of 4)	3
Eastern	Walter Mildenhall Park (4 of 4)	3
Harbour - Eastbourne	Eastbourne Beach and Wharf	3
Harbour - Petone	Frank Cameron Park	3
Harbour - Petone	Halford Place	4
Harbour - Petone	Hikoikoi Reserve	2
Harbour - Petone	Hikoikoi Reserve, Lions Park & Model Rail (3 of 3)	1
Harbour - Petone	Honiana Te Puni Reserve (2 of 5)	1
Harbour - Petone	Honiana Te Puni Reserve (3 of 5)	1
Harbour - Petone	Honiana Te Puni Reserve (4 of 5)	2
Harbour - Petone	Petone Foreshore West (3 of 4)	3
Harbour - Petone	Randwick Crescent Reserve	2
Northern	Hawthorn Crescent Reserve	2
Northern	Kamahi Park	3
Northern	Molesworth Street Reserve	1
Northern	Stokes Valley Bowling Club Entrance	2
Northern	Walter Nash Park (1 of 3)	5
Northern	Walter Nash Park (3 of 3)	2
Wainuiomata	Grimsby Grove Reserve (1 of 2)	1
Wainuiomata	Hine Road Reserve	2
Wainuiomata	Karaka Park	1
Wainuiomata	Wainuiomata Marae Site	2
Wainuiomata	Wainuiomata Pony Club	1
Wainuiomata	Wainuiomata Riverbank - Tennis Club	1
Western	Barberry Grove, Scout Hall Surrounds	1
Western	Belmont Memorial Hall	7
Western	Dowse Dr Reserve and Maungaraki Community Centre	3
Western	Kelson Community Centre	1
Western	Kelson Sportsground	1
Western	Martin Grove Reserve	1
Western	Oakleigh Street Reserve	4
Western	Pekanga Road Berms	1
	<b>Total</b>	<b>80</b>

<b>Horticultural Parks,</b>		
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Community Centres and CBD sites		
Ward	Site Names	Sump - Roading
Central	Avalon Park	16
Central	Mitchell Park	3
Central	Riddiford and Civic Gardens	22
Harbour - Petone	Garden of Remembrance Petone	2
Harbour - Petone	Moera Community Reserve	3
Harbour - Petone	Petone - Britannia Street Service Centre	8
Northern	Taine/Tocker Street Block	4
Wainuiomata	Queens Street Reserve - Wainuiomata Service Centre	6
Western	Belmont Domain	6
Western / Harbour - Petone	Percy Scenic Reserve	10
<b>Total</b>		<b>80</b>

Cemeteries		
Ward	Site Names	Sump - Roading
Northern	Taita Cemetery	26
<b>Total</b>		<b>26</b>

Sports Parks		
Ward	Site Names	Sump - Roading
Central	Hutt Recreation Ground	6
Eastern	Te Whiti Park	10
Harbour - Eastbourne	Williams Park Days Bay	3
Harbour - Petone	Bell Park	1
Harbour - Petone	Hutt Park	21
Harbour - Petone	McEwen Park	2
Harbour - Petone	Memorial Park	7
Harbour - Petone	North Park	4
Harbour - Petone	Petone Recreation Ground	17
Harbour - Petone	Sladden Park	1
Northern	Delaney Park	3
Northern	Fraser Park	8
Northern	Naenae Park	9
Wainuiomata	Arakura Park	2
Wainuiomata	Bryan Heath	7
Wainuiomata	Frederick Wise Park	5
Wainuiomata	Mary Crowther Park	1
Wainuiomata	Richard Prouse Park	2
Wainuiomata	Wainui Croquet	1
Wainuiomata	Williams Jones Park	5
<b>Total</b>		<b>115</b>

<b>Parks and Gardens</b>	<b>Grand Total</b>	<b>301</b>
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## **8.12 Schedule of Shopping Areas – Major**

### **1. Central Business District**

As defined on the attached map, and includes service lanes.

### **2. Jackson Street, Petone**

From Hutt Road to Cuba Street (including 30m into all lateral streets for litter, other debris).

All of Doreen Doollan Mall

as shown on the attached map

### **3. Stokes Valley – Scott Court**

The area bounded by and including:

Stokes Valley Road

Bowers Street

Oates Street

Evans Street

including associated service lanes and car parks as shown on the attached map

### **4 Taita Shopping Area**

The area bounded by and including:

High Street

Taine Street from High Street to the netball courts

Tocker Street from High Street to the netball courts

including associated service lanes and car parks as shown on the attached map.

### **5 Naenae Shopping Area – Hillary Court**

The are bounded by and including:

Cambridge Terrace Slip Road

Treadwell Street car parks

Everest Avenue

Vogel Street car parks

including associated service lanes and car parks as shown on the attached map.

### **6. Queen Street - Wainuiomata**

Queen Street

including the access road to the Community Centre and the Service Centre community Centre car park.

including associated service lanes off Wainuiomata and Fitzherbert Roads as shown on the attached map.

**Note: The major shopping areas shall be cleaned and all litter bins emptied and cleaned daily and checked again at 1.00pm and cleared and cleaned as necessary.**

**8.13 Maps of Major Shopping Areas**

Released under the Local Government Official Information and Meetings Act

## 8.14 Locations of Minor Shopping / Commercial Areas

AREA	STREET
Alicetown	Cuba Street
Alicetown	Railway Ave (Aglionby Street)
Alicetown	Victoria Street
Avalon	High Street (De Menech Grove)
Avalon	High Street (Tennyson Avenue)
Boulcott	High Street (Mitchell Street)
Eastbourne	Rimu Street (Muritai Road)
Eastbourne	Rimu Street (Oroua Street)
Eastbourne (The Bays)	Marine Drive
Epuni	Kings Crescent (Brunswick Street)
Epuni	Kings Crescent (Pretoria Street)
Epuni	Oxford Terrace (Copeland Street)
Epuni	Witako Street (Epuni Street)
Fairfield	Waiwhetu Road (Fairfield Road)
Fairfield	Waiwhetu Road (Porutu Street)
Gracefield	Hutt Park Road
Kelson	Major Drive
Maungaraki	Dowse Drive
Maungaraki	Dowse Drive (Oakleigh Street)
Moera	Ludlam Crescent (roundabout)
Moera	Randwick Road
Moera	Randwick Road
Moera	Randwick Road (Croft Gr)
Moera	Randwick Road (Library)
Moera	Whites Line East (Cambridge Terrace)
Moera	Whites Line East (Hawkins Street)
Moera	Whites Line East (Hawkins Street)

Moera	Whites Line East (Wainui Road)
Naenae	Rata Street
Naenae	Seddon Street (Waddington Drive)
Naenae	Treadwell Street
Park Ave	High Street (Park Avenue)
Park Ave	High Street (Park Avenue)
Petone	Cuba St (Atiawa Street)
Petone	Cuba Street (Burnham Street)
Petone	Esplanade (Bay Street)
Petone	Esplanade (kiosk)
Petone	Esplanade (Patrick Street)
Petone	Hutt Road (Gear Street)
Petone	Hutt Road (John Street)
Petone	Hutt Road (Wakefield Street)
Petone	Jackson Street (Patrick Street)
Petone	Udy St (Nelson St)
Petone	William Street
Stokes Valley	Delaney Drive
Stokes Valley	Glenn Road
Stokes Valley	Stokes Valley Rd (Kamahi Street)
Stokes Valley	Stokes Valley Road (George Street_
Stokes Valley	Stokes Valley Road (Manuka Street)
Taita	Taita Drive (Mabey Road)
Taita/Pomare	High Street
Wainuiomata	Castlerea Street
Wainuiomata	Coast Road (Wood Street)
Wainuiomata	Dover Road
Wainuiomata	Konini Street
Wainuiomata	Main Road (Moores Valley)
Wainuiomata	Norfolk Street
Wainuiomata	Parkway (Meremere Street)

Wainuiomata	Parkway (Waiu Street)
Wainuiomata	Wainuiomata Road (Maire Street)
Waiwhetu	Galway St (Te Whiti Grove)
Waterloo	Birch St (Oxford Terrace)
Waterloo	Knights Road (210 Dairy)
Waterloo	Trafalgar Street
Waterloo	Waterloo Road (East End)
Woburn	Woburn Road (Bellevue Hotel)

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## 8.15 Performance Check

### CONTRACTORS CONTRACT COMPLIANCE PERFORMANCE CHECK

**Contractor**                      **Check Date:**  
**Contract No**                    **Prepared by:**  
**Contract** Street Utility Cleaning                      **Reviewed by:**

### PERFORMANCE CHECK REPORT

Summary of Results:

Section	Description	Maximum Marks	Applicable Marks	Actual Marks	% Achieved
A	Response Times	10			
B	Contractual Matters	65			
C	Health & Safety Matters	15			
D	Customer Service	10			
	Total A-E	100			
Area 1					
E	Street & Channel Cleaning	100	100		
F	Sump Cleaning	100	100		
Area 2					
G	Street & Channel Cleaning	100	100		
H	Sump Cleaning	100	100		
Area 3					
I	Street & Channel Cleaning	100	100		
J	Sump Cleaning	100	100		



Area 4					
K	Street & Channel Cleaning	100	100		
L	Sump Cleaning	100	100		
Area 5					
M	Street & Channel Cleaning	100	100		
N	Sump Cleaning	100	100		
O	Low Level Footpath Cleaning	100	100		
P	Carpark Cleaning	100	100		
Q	Parks & Reserve Sumps	100	100		
R	Wainuiomata Hill Road Cleaning	100	100		
S	Side Entry Sumps	100	100		
T	Identified Problem Streets for Cleaning	100	100		
U	Service Lanes	100	100		
V	Subway Cleaning	100	100		
W	Recent Streets Cleaned by Contractor	100	100		
X	CBD Commercial Cleaning	100	100		
Y	Bus Shelters	100	100		
Z	Walkways	100	100		

**Score**

Street and Channel Cleaning Areas 1-5 Overall \_\_\_\_\_%

Sump Cleaning Areas 1-5 Overall \_\_\_\_\_%

Overall Physical Results \_\_\_\_\_%

HCC PERFORMANCE CHECK SCORE SHEET

STREET UTILITY CONTRACT

CONTRACT 4400

DATE:

	DESCRIPTION	Max Mark	Sub-Total %age	1	2	3	4	5	6	7	8	9	10	11	12	Marks	Sub-Total	Achieved %age
A	RESPONSE TIMES																	
	24 hour telephone number operative	5																
		5																
	Sub-Total	10																
B	CONTRACTUAL MATTERS																	
	Monthly report on time and complete	40																
	Contract Quality Plan Complete and Current	10																
	Activity Plans Current	10																
	Programme review action item complete	5																
	Sub-Total	65																
C	HEALTH & SAFETY MATTERS																	
	Health & Safety Review (see Contract Para 4.1.11)	10																
	Programme Review Actions Item Complete	5																
	Sub-Total	15																
D	CUSTOMER SERVICE																	
	Complaints attended to within response times	5																
	Contractor has always given due consideration to service	5																
	Sub-Total	10																
	TOTAL	100																
	RES TIMES, CONTRACT, H&S – List Samples Taken																	
1																		
2																		
3																		
4																		
5																		
6																		
7																		
8																		
9																		
10																		

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	DESCRIPTION			Max Mark	Sub-Total %age	1	2	3	4	5	6	7	8	9	10	11	12	Marks	Sub-Total	Achieved %age
E	AREA 1 – STREET & CHANNEL CLEANING																			
	Level of litter, detritus etc. Meets Performance Criteria			95																
	Traffic Islands, Roundabouts etc Clean & Free of Litter			5																
	Total			100																
	WATERLOO STREET																			
	STREET CHANNEL, SUMPS – List of Samples Taken	Start	End																	
F	AREA 1 – SUMP CLEANING																			
	Detritus no higher than 150mm below outlet pipe invert			50																
	Overflow, sump grate/other aspects meet specifications			50																
	Total			100																

	DESCRIPTION			Max Mark	Sub-Total %age	1	2	3	4	5	6	7	8	9	10	11	12	Marks	Sub-Total	Achieved %age	
G	AREA 2 – STREET & CHANNEL CLEANING																				
	Level of litter, detritus etc. Meets Performance Criteria			95																	
	Traffic Islands, Roundabouts etc Clean & Free of Litter			5																	
	Total			100																	
	EASTBOURNE																				
	STREET CHANNEL, SUMPS – List of Samples Taken	Start	End																		
1																					
2																					
3																					
4																					
5																					
6																					
7																					
8																					
9																					
10																					
H	AREA 2 – SUMP CLEANING																				
	Detritus no higher than 150mmbelow outlet pipe invert			50																	
	Overflow, sump grate/other aspects meet specifications			50																	
	Total			100																	

	DESCRIPTION			Max Mark	Sub-Total %age	1	2	3	4	5	6	7	8	9	10	11	12	Marks	Sub-Total	Achieved %age
I	AREA 3 – STREET & CHANNEL CLEANING																			
	Level of litter, detritus etc. Meets Performance Criteria			95																
	Traffic Islands, Roundabouts etc Clean & Free of Litter			5																
	Total			100																
	STOKES VALLEY																			
	STREET CHANNEL, SUMPS – List of Samples Taken	Start	End																	
1																				
2																				
3																				
4																				
5																				
6																				
7																				
8																				
9																				
10																				
J	AREA 3 – SUMP CLEANING																			
	Detritus no higher than 150mm below outlet pipe invert			50																
	Overflow, sump grate/other aspects meet specifications			50																
	Total			100																

	DESCRIPTION			Max Mark	Sub-Total %age	1	2	3	4	5	6	7	8	9	10	11	12	Marks	Sub-Total	Achieved %age
K	AREA 4 – STREET & CHANNEL CLEANING																			
	Level of litter, detritus etc. Meets Performance Criteria			95																
	Traffic Islands, Roundabouts etc Clean & Free of Litter			5																
	Total			100																
	MAUNGARAKI																			
	STREET CHANNEL, SUMPS – List of Samples Taken	Start	End																	
1																				
2																				
3																				
4																				
5																				
6																				
7																				
8																				
9																				
10																				
L	AREA 4 – SUMP CLEANING																			
	Detritus no higher than 150mm below outlet pipe invert			50																
	Overflow, sump grate/other aspects meet specifications			50																
	Total			100																

	DESCRIPTION			Max Mark	Sub-Total %age	1	2	3	4	5	6	7	8	9	10	11	12	Marks	Sub-Total	Achieved %age
M	AREA 4 – STREET & CHANNEL CLEANING																			
	Level of litter, detritus etc. Meets Performance Criteria			95																
	Traffic Islands, Roundabouts etc Clean & Free of Litter			5																
	Total			100																
	HUTT CENTRAL																			
	STREET CHANNEL, SUMPS – List of Samples Taken	Start	End																	
1																				
2																				
3																				
4																				
5																				
6																				
7																				
8																				
9																				
10																				
N	AREA 4 – SUMP CLEANING																			
	Detritus no higher than 150mm below outlet pipe invert			50																
	Overflow, sump grate/other aspects meet specifications			50																
	Total			100																

	DESCRIPTION			Max Mark	Sub-Total %age	1	2	3	4	5	6	7	8	9	10	11	12	Marks	Sub-Total	Achieved %age
O	LOW LEVEL FOOTPATH CLEANING																			
	Level of litter, detritus etc. with performance criteria			60																
	Sumps meet performance criteria			40																
	Total			100																
	LOW LEVEL FOOTPATH CLEANING - Samples																			
1																				
2																				
3																				
4																				
5																				
P	CARPARK CLEANING																			
	Level of litter, detritus etc. with performance criteria			60																
	Sumps meet performance criteria			20																
	Traffic Island, roundabouts etc clean & free of litter			20																
	Total			100																
	CARPARK CLEANING – Samples taken																			
1																				
2																				
3																				
4																				
5																				
Q	PARKS & RESERVE SUMPS																			
	Sump barrels – detritus 150mm below outlet			80																
	Sump tops & other aspects meet specifications			20																
	Total			100																
	PARKS & RESERVE SUMPS – Samples taken																			
1	Huia Pool																			
2	Town Hall																			
3	Stokes Valley Swimming Pool Car Park																			



4	Eastbourne Swimming Pool																			
5	Eastbourne Yacht Club																			
	DESCRIPTION		Max Mark	Sub-Total %age	1	2	3	4	5	6	7	8	9	10	11	12	Marks	Sub-Total	Achieved %age	
R	WAINUIOMATA HILL ROAD CLEANING																			
	Level of litter, detritus etc. with performance criteria		60																	
	Sumps meet performance criteria		40																	
	Total		100																	
	WAINUIOMATA HILL ROAD – Section samples taken																			
1																				
S	SIDE ENTRY SUMP CLEANING																			
	Sumps meet spec		100																	
	Total		100																	
	Side Entries – list of samples taken																			
1																				
2																				
3																				
4																				
5																				
T	PROBLEM STREETS FOR CLEANING																			
	Cleaning of debris, detritus etc within performance criteria		80																	
	Sumps meet performance criteria		20																	
	Total		100																	
1																				
2																				
3																				
4																				
5																				
6																				
7																				
8																				
9																				
10																				

	DESCRIPTION			Max Mark	Sub-Total %age	1	2	3	4	5	6	7	8	9	10	11	12	Marks	Sub-Total	Achieved %age
U	SERVICE LANES-CHANNELS & SUMPS																			
	Cleaning of debris, detritus etc within performance criteria			80																
	Sumps meet performance criteria			20																
	Total			100																
	SERVICE LANES – List of samples taken																			
1																				
2																				
3																				
4																				
5																				
V	SUBWAY CLEANING																			
	Cleaning of debris, detritus etc within performance criteria			90																
	Sumps meet performance criteria			10																
	Total			100																
	SUBWAY – sample taken																			
1	Hinau St/Guthrie Street Subway																			
W	RECENT STREET CLEANING																			
	Level of Litter,detritus etc meets performance			100																
	Traffic Islands, RAB, Clean and free of litter			100																
	Total			200																
	STREET, CHANNEL,SUMPS - List of samples taken																			
1																				
2																				
3																				
4																				
5																				
	TRAFFIC ISLAND CLEANING - List of samples taken																			
1																				
2																				
3																				
4																				

5																			
X	CBD & COMMERCIAL AREAS																		
	Level of Litter, detritus etc meets performance			70															
	Sump tops clear & other sump specs, met			10															
	No bins overflowing, clean & undamaged etc			10															
	Traffic Islands, roundabouts etc clean & free of litter			10															
	Total			100															
	CBD & COMMERCIAL AREAS – List of samples Taken																		
1																			
2																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
10																			
11																			

	DESCRIPTION			Max Mark	Sub-Total %age	1	2	3	4	5	6	7	8	9	10	11	12	Marks	Sub-Total	Achieved %age
Z	WALKWAY CLEANING																			
	Level of Litter, detritus etc meets performance			90																
	Sump tops clear & other sump specs, met			10																
	Total			100																
	WALKWAY CLEANING – List of Samples taken																			
1																				
2																				
3																				
4																				
5																				
6																				
7																				
8																				
9																				
10																				

Appendix A  
Form of Tender

Released under the Local Government Official Information and Meetings Act

# Form of Tender

## Hutt City Council Street Utility Cleaning Contract,-2019

Contact No: AD16-4400

The Chief Executive

Hutt City Council

Private Bag 31912

Lower Hutt

I/we hereby tender for the above contract according to the General Conditions of Contract and the Conditions of Tendering as set out in NZS 3915 "Conditions of Contract for Building and Civil Engineering Construction (where no person is appointed to act as Engineer to the contract)" the Special Conditions of Contract, the Conditions of Tendering, the Drawings, the Specification and other named specifications for the sum of:

.....  
.....(\$.....) GST exclusive.

Annexed hereto are a completed Schedule of Prices, Dayworks schedule and the other information, set out in the schedule to Conditions of Tendering, which is required to be included with this tender.

Dated this .....day of ..... 2019.....

Tenderer's Signature:.....

Tenderers Name:.....

Designation: .....

Contractor's Name:.....

Address:.....

Contact Telephone: (Day) ..... Fax .....

(Night) ..... Email.....

Contractor's GST Registration Number:.....

Appendix B  
**Schedule of Prices**

Released under the Local Government Official Information and Meetings Act

## 9. SCHEDULE OF PRICES

The following Schedules of Prices forms part of this Contract.

The quantities within the sections of the Schedule of Prices are intended to reflect the work to be undertaken in a 12 month period. The Tender Price submitted shall be for the contract period of three years

The quantities given in these schedules are not warranted as being accurate and are to be used for the purpose of comparing tenders and adjustment of contract price in terms of the General Conditions of Contract.

Tendered rates shall allow for all labour, plant and materials necessary to continuously meet the performance criteria as specified for the scheduled item of work for a full year.

All prices shall be exclusive of GST.

### HUTT CITY STREET UTILITY CLEANING: CONTRACT No AD16-4400, SCHEDULE OF PRICES

#### SUMMARY OF PRICES

Section	Title	Section Price
100	Preliminary and General	
200	Street and Channel Cleaning and Litter Pick Up	
300	Sump Cleaning	
400	Car Park Cleaning and Litter Pick Up	
500	Low Level Footpath, Walkway, Cycleway and Subway Cleaning	
600	Central Business District and Other Defined Commercial Areas Cleaning	
700	Litter Bin Servicing and Ash trays	
	<b>Total Tender Price</b> for one year (excluding GST) <i>(Sum of Sections 100 to 700)</i>	
	<b>Total Tender Price for three year contract (Sum of Sections 100 to 700 multiplied by 3). (This price to be entered onto the Form of Tender.</b>	

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Section 100 Preliminary and General**

Item	Description	Unit	Number	Rate	Amount
101	Establishment, set up, contract administration, communications, office and staff facilities, meetings, partnering and relationship management, including the provision of the 24 hour response line.	month	12		
102	Preparation, approval, implementation and maintenance of the Safety Plan, Environmental Plan and Quality Plan as specified.	month	12		
103	Bond and Insurances as specified.	L.S.	1		
104	Level 1 Traffic Control, Barricading, Lighting & Signs as specified and/or in approved Traffic Management Plans on all Low Volume and Level 1 Roads. See also Clause 6.1.5 of the General Specification for specific requirements regarding specific roads. This item also includes allowance for the preparation, approval and maintenance of all necessary traffic management plans.	month	12		
105	Level 3, Wainuiomata Hill Road, Traffic Control, Barricading, Lighting & Signs as specified and/or in approved Traffic Management Plan, including provision of attenuator vehicles. See also Clause 6.1.5 of the General Specification for specific requirements. This item also includes allowance for the preparation, approval and maintenance of all necessary traffic management plans.	month	12		
106	Event Management Assistance: Supply all plant, labour and materials to assist with event management as specified (Provisional).	each	10		
107	Contingency Sum per year (only to be expended as authorised by the Principal).	L.S.	1	s7(2)(b)	
	<b>Total Tender Price</b> for one whole year (excluding GST)				

**Section 200 – Street and Channel Cleaning and Litter Pickup**

(Includes cycle lanes on the carriageway and footpaths. Excludes low level internal footpath channels)

Item	Description	Network Quantity	Unit	Number	Rate	Amount
201	Preparation of monthly reports.		month	12		
202	Preparation of monthly work programmes.		month	12		
203	Street and channel cleaning and Litter pickup from all urban and rural roads, service lanes cycle lanes and footpaths, including all disposal fees.	500 km street and service lane length (approx)	month	12		
	<b>TOTAL TENDER PRICE for one whole year (excluding GST)</b>					

Released under the Local Government Official Information and Meetings Act

**Section 300: Sump Cleaning**

Item	Description	Network Quantity	Unit	Number	Rate	Amount
301	Preparation of monthly reports.		month	12		
302	Preparation of Monthly Management Plans.		month	12		
303	Sump cleaning including all road and service lane sumps, HCC Traffic Carparks, and HCC Parks and Reserve Carparks and all disposal fees	9,000 sumps (approx)	month	12		
	<b>TOTAL TENDER PRICE for one whole year (excluding GST)</b>					

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**Section 400: Carpark Cleaning and Litter Pick up.**

Item	Description	Network Quantity	Unit	Number	Rate	Amount
401	Preparation of monthly reports.		month	12		
402	Preparation of Monthly Management Plans.		month	12		
403	HCC Traffic Carpark Cleaning		month	12		
	TOTAL TENDER PRICE for one whole year (excluding GST)					

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**Section 500: Low Level Footpath, Walkways, Cycleways and Subway Cleaning**

Item	Description	Network Quantity	Unit	Number	Rate	Amount
501	Preparation of monthly reports.		month	12		
502	Preparation of Monthly Management Plans.		month	12		
503	Low Level Footpath Cleaning, including sumps	30 km (approx) channel length	month	12		
504	Walkway and Cycleway cleaning, including sumps	40 km approx	month	12		
505	Subway cleaning, including sumps and approaches	5 of	month	12		
	TOTAL TENDER PRICE for one whole year (excluding GST)					

Released under the Local Government Official Information and Meetings Act

**Section 600: Central Business District and Other Defined Commercial Areas Cleaning**

Item	Description	Network Quantity	Unit	Number	Rate	Amount
601	Preparation of monthly reports.		month	12		
602	Preparation of Monthly Management Plans.		month	12		
603	Major/Minor Shopping/ Commercial Areas - Footpath, plaza, street and channel cleaning, including internal sumps in shopping areas, (excludes street kerb and channel sumps)		month	12		
	TOTAL TENDER PRICE for one whole year (excluding GST)					

Released under the Local Government Official Information and Meetings Act

**Section 700 Litter Bin Servicing and Ash Trays**

Item	Description	Network Quantity	Unit	Number	Rate	Amount
701	Preparation of monthly reports.		month	12		
702	Preparation of Monthly Management Plans.		month	12		
703	Litter bin emptying	506 (approx)	month	12		
704	Litter bin cleaning	506 (approx)	month	12		
705	Ash Tray Servicing Lower Hutt CBD	4	month	12		
706	Minor Repairs – A Provisional Sum to carry out minor repairs on existing bins or to remove and refurbish existing bins. The actual works to be carried out as a variation as specified	P.S	year		s7(2)(b)	
707	Installation of refurbished litter bins or new litter bins supplied by Council (Actual refurbishing of the bins is not included) (Provisional Items)					
707.1	Install refurbished / new bin on existing base		each	20		
707.2	Install refurbished / new bin on new base, including surface reinstatement		each	20		
708	Removal of damaged / redundant bin base, including disposal and ground reinstatement to match existing		each	10		
709	Supply and install new litter bin (Provisional)					
709.1	FEL Group HCC vandal proof bin on existing base		each	10		

709.2	FEL Group HCC vandal proof bin on new base, including surface reinstatement		each	10		
	TOTAL TENDER PRICE for one whole year (excluding GST)					

Released under the Local Government Official Information and Meetings Act



**Appendix C**  
**Dayworks Schedule**

Released under the Local Government Official Information and Meetings Act

## Section 800 Schedule of Dayworks Rates

### Hutt City Street Utility Cleaning – Contract AD16-4400

Labour and Plant to be used shall be that necessary to complete the works but not in excess of that necessary to complete the works.

The Principal may elect to use these rates or to negotiate other rates or prices for any particular event.

1. Labour All inclusive hourly rate including on-site and off-site overheads, and any hand tools / equipment used.
2. Plant Rate to include operators and on-site and off-site overheads

Item	Description	Unit	Rate
	<b>Labour</b>		
801	Foremen/Supervisors	hr	
802	Tradesmen	hr	
803	Labourers/Drivers	hr	
	<b>Plant</b>		
805	Utilities/Cars Trucks	km	
806	3 to 5 tonne gross weight	hr	
807	5 to 7 tonne gross weight	hr	
808	Over 7 tonne gross weight	hr	
809	Tandem Trucks	hr	
810	Water carts	hr	
811	Street Sweepers	hr	
812	Footpath sweeper	hr	
813	Tractors (including broom)	hr	
814	Sump cleaning machines	hr	
815	Footpath washing machines	hr	
816	<b>Materials</b> Contractor's Percentage on Materials	%	
817	<b>Hired Plant</b> Contractor's percentage on hired plant	%	

NOTE: All above rates to be exclusive of GST.

Appendix D  
Proposed Subcontractors

Released under the Local Government Official Information and Meetings Act

# Proposed Subcontractors

## Hutt City Council Street Utility Cleaning Contract

Contact No: AD16-4400

Subcontractor 1:	
Name of Company	
Contact Person	
Contact Phone Number	
Work Subcontractor will be undertaking	
Subcontractor 2:	
Name of Company	
Contact Person	
Contact Phone Number	
Work Subcontractor will be undertaking	
Subcontractor 3:	
Name of Company	
Contact Person	
Contact Phone Number	
Work Subcontractor will be undertaking	

Appendix E  
**Statement of Current Commitments**

Released under the Local Government Official Information and Meetings Act

# Statement of Current Commitments

## Hutt City Council Street Utility Cleaning Contract

Contact No: AD16-4400

### Current Work

Current work being carried out by Tenderer in the Wellington Region at the date of submitting the attached Tender

Client	Name of Job	Contract Price (Rounded to nearest \$10,000)	Completion Date

### Outstanding Tenders

All outstanding tenders for work in the Wellington Region for which advice is awaited by the Tenderer at the date of submitting the attached Tender

Client	Name of Job	Contract Price (Rounded to nearest \$10,000)	Completion Date

Appendix F  
Contract Agreement (Second Schedule)

Released under the Local Government Official Information and Meetings Act

# Contract Agreement (Second Schedule)

## Hutt City Council Street Utility Cleaning Contract

Contact No: AD16-4400

THIS AGREEMENT is made on ..... 2019

BETWEEN .....("the Contractor")

AND "Principal".....("the Principal")

IT IS AGREED as follows:

1. THE Contractor shall carry out the obligations imposed on the Contractor by the Contract Documents.
2. THE Principal shall pay the Contractor the sum of \$..... (excl GST) or such greater or less sum as shall become payable under the Contract Documents together with Goods and Services Tax at the times and in the manner provided in the Contract Documents.
3. EACH party shall carry out and fulfil all other obligations imposed on that party by the Contract Documents.
4. THE Contract Documents are this Contract Agreement and the following, which form part of this agreement:
  - a) First schedule - Special Conditions of Contract: Part A, Specific Conditions of Contract.
  - b) First Schedule - Special Conditions of Contract: Part B, Other Conditions of Contract.
  - c) The General Conditions of Contract NZS-3915, amended as set out in Part B of the First Schedule - Special Conditions of Contract.
  - d) The Specifications
  - e) The Drawings
  - f) The Schedule of Prices
  - g) The Notification of Acceptance of tender
  - h) The Notices to tenderer's (give details and dates) No. \_\_\_ to \_\_\_
  - i) The Schedule to the Conditions of Tendering
  - j) The Conditions of Tendering
  - k) The Contractor's tender
  - l) Schedules 8.1 to 8.15
  - m) Appendix A to M
  - n) The following additional documents: Nil

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



5. This contract shall constitute the entire agreement between the parties to this contract for the performance of the Contract Works by the Contractor. This contract supersedes all negotiations, representations and warranties other than as are expressly incorporated in the Contract Documents.

**Principal's Name:**

**Authorised** Signatory of Principal:

**Witness** to the Signature of the Principal

**Date:**

**Date**

**Contractor's name**

**Authorised** Signatory of Contractor

**Witness** to the Signature of the Contractor

**Date:**

**Date**

Released under the Local Government Official Information and Meetings Act

Appendix G

## Form of Contractor's Performance Bond (Third Schedule)

Released under the Local Government Official Information and Meetings Act

# Contractor's Performance Bond (Third Schedule)

## Hutt City Council Street Utility Cleaning Contract

Contact No: AD16-4400

**THIS DEED** is made on .....

BY .....

of.....("The Contractor")

AND .....

of.....("The Surety")

### IT IS MADE IN THE FOLLOWING CIRCUMSTANCES

The Contractor has entered into an agreement with the Hutt City Council (the "Principal") to construct, complete, deliver and remedy defects in certain works described in the Contract Documents forming part of the agreement and to carry out and fulfil the obligations imposed on the Contractor by the Contract Documents.

- A. The Contract Documents require the Contractor to provide the Principal with security in the form of a bond to ensure performance of the Contractor's obligations under the Contract Documents.

### BY THIS DEED

1. **THE** Contractor and Surety are jointly and severally held and bound to the Principal in the sum of \$..... and bind themselves, their successors and assigns jointly and severally for the payment of that sum.
2. **THE** Conditions of this Bond is that it shall be null and void if:
  - (a) The Contractor duly carried out and fulfils all the obligations imposed on the Contractor by the Contract Documents prior to the commencement of the Period of Defects Liability referred to in the Contract Documents; or
  - (b) The Contractor satisfies and discharges the damages sustained by the Principal in respect of all defaults by the Contractor up to the commencement of the Period of Defects Liability or the termination of the contract; or
  - (c) The Surety satisfies and discharges up to the amount of the bond the damages sustained by the Principal in respect of all defaults by the Contractor up to the commencement of the Period of Defects Liability or the termination of the contract; or
  - (d) A Practical Completion Certificate has been issued in respect of the Contract Works in accordance with Clause 10.4 of the General Conditions of Contract.
3. **EXCEPT** as provided in Clause 2 above this bond shall be and remain in full force and effect.
4. **THE** Surety shall not be released from any liability under this Bond:
  - (a) By any alteration in the terms of the contract between the Principal and the Contractor;
  - (b) By an alteration in the extent or nature of the Contract Works to be completed, delivered and having defects remedied;

- (c) By any allowance of time by the Principal or by the Principal appointed by the Principal under the Contract Documents;
- (d) By any forbearance or waiver by the Principal or by the Principal in respect of any of the Contractor's obligations or in respect of any default on the part of the Contractor.

5. **THIS** bond shall be governed by New Zealand law.

THE COMMON SEAL of  
was affixed in the presence of:

SIGNED by  
in the presence of:

(Contractor)

THE COMMON SEAL of  
was affixed in the presence of:

SIGNED by  
in the presence of

(Surety)

NOTE: This bond must be executed by the Contractor and by the Surety in the manner required for execution of a deed. Any of these parties which is a company or body corporate must execute by affixing its seal, which must be attested in the manner provided in its articles of association or other constitution. Alternatively, a company may execute the bond by having it signed, under the name of the company, by two or more directors. If there is only one director, it is sufficient if the bond is signed under the name of the company by that director, but the signature must be witnessed. In the case of a party who is an individual, the party must sign and the signature must be witnessed by another person. The witness must not only sign but must also add his or her occupation and address.

Appendix H

## Insurance Certificate – Contract Works and Material (Seventh Schedule)

Released under the Local Government Official Information and Meetings Act

# Insurance Certificate – Contract Works and Material (Seventh Schedule)

Hutt City Council Street Utility Cleaning Contract

Contact No: AD16-4400

Contract Works Insurance \$ \_\_\_\_\_

To be completed by Insurance Company for successful tenderer before work is commenced.

To: Hutt City Council (Principal)

From: \_\_\_\_\_ (Name of Insurance Company)

\_\_\_\_\_ (Branch & Address)

Dear Sir/Madam

We confirm that ..... (Contractor) has arranged Contract Works and Material Insurance (Policy Number ..... ) with this Company, for which the premium has been paid, and we undertake that this policy will remain in force and not be amended or cancelled during the period of this contract without 30 days written prior advice to you, and that Indemnity will be provided for loss or damage to the works subject to the terms of the policy.

We confirm that the policy is extended to include:

The policy stands in the joint names of the Principal and the Contractor.

The sum insured includes:

- (a) The Contract Works Insurance (to the value of .....).
- (b) Professional Fees s7(2)(b)
- (c) The value of items incorporated or to be incorporated in the contract works, the cost of which is not included in the contract price (s7(2)(b)).

The policy covers:

- The duration of the contract plus the Defects Liability Period.
- Materials in transit and off-site.
- Earthquake to the full contract value.
- Includes loss damage or destruction arising from faulty or defective workmanship or materials, other than the part immediately affected.

We advise that the following "Special" terms and conditions and exceptions have been applied in respect of this contract:

.....

.....

Expiry Date: .....

Deductible(s): .....

Yours faithfully

\_\_\_\_\_

Branch Manager

\_\_\_\_\_

Insurance Company Stamp

\_\_\_\_\_

Date

NB: This Certificate must be presented to the Principal in legible form.

Appendix I

**Insurance Certificate – Public Liability  
(Eighth Schedule)**

Released under the Local Government Official Information and Meetings Act



# Insurance Certificate – Public Liability (Eighth Schedule)

## Hutt City Council Street Utility Cleaning Contract

Contact No: AD16-4400

Contract Public Liability Insurance \$\_\_\_\_\_

To be completed by Insurance Company for successful tenderer before work is commenced.

To: Hutt City Council (Principal)

From: \_\_\_\_\_(Name of Insurance Company)

\_\_\_\_\_(Branch & Address)

Dear Sir/Madam

We confirm that ..... (Contractor) has arranged Public Liability Risks Insurance (Policy Number ..... ) with this Company, for which the premium has been paid, and we undertake that this policy will remain in force and not be amended or cancelled during the period of this contract without 30 days written prior advice to you, and that Indemnity will be provided subject to the terms of the policy.

Limit of Indemnity: \$.....(minimum s7(2)(b)) GST exclusive.

Deductible(s):

- (i) The Policy stands in the joint names of the Principal and the Contractor.
- (ii) The Policy covers all activities by subcontractors, and other persons engaged by the Contractor or its subcontractors in or about the execution of the Services.
- (iii) The Policy provides that all rights of subrogation shall be waived as between the Insured's.
- (iv) The Policy includes cross-liabilities Clause.
- (v) The Policy provides indemnity for liability arising from fire or explosion.
- (vi) The Policy provides indemnity for claims arising from materials, goods and/or services supplied, constructed, repaired, altered, renovated, services or installed.
- (vii) The Policy indemnifies Principal and Contractor in respect of all Plant and Equipment and lifting devices used in performance of the Contract - including Hired Plant and Equipment.
- (viii) The Policy indemnifies the Principal and Contractor for claims arising from vibration, removal, weakening of, or interference with support.

Sub Limit ..... \$..... (Minimum s7(2)(b)) GST exclusive).

We advise that the following "Special" terms and conditions or exceptions have been applied in respect of this contract:

.....

.....

Expiry Date: .....

Yours faithfully

\_\_\_\_\_  
Branch Manager      Insurance Company Stamp      Date

NB: This Certificate must be presented to the Principal in legible form.

Released under the Local Government Official Information and Meetings Act

Appendix J

## Insurance Certificate – Contractor's Construction Machinery (Ninth Schedule)

Released under the Local Government Official Information and Meetings Act

# Insurance Certificate – Contractor’s Construction Machinery (Ninth Schedule)

Hutt City Council Street Utility Cleaning Contract

Contact No: AD16-4400

Contractor's Construction Machinery \$ \_\_\_\_\_

To be completed by Insurance Company for successful tenderer before work is commenced.

To: Hutt City Council (Principal)

From: \_\_\_\_\_ (Name of Insurance Company)

\_\_\_\_\_ (Branch & Address)

Dear Sir/Madam

We confirm that ..... (Contractor) has arranged Contractors Construction Machinery Insurance (Policy Number .....) with this Company, for which the premium has been paid, and we undertake that this policy will remain in force and not be amended or cancelled during the period of this contract without 30 days written prior advice to you, and that Indemnity will be provided subject to the terms of the policy.

Sum Insured: \$.....

Basis of Settlement: Indemnity/Replacement/Market Value

(delete which is not applicable)

The Policy includes innocent breach of conditions provision.

We advise that the following "Special" terms and conditions or exceptions have been applied to the Policy in respect of this Contract.

.....

.....

Expiry Date: ..... ..

Yours faithfully

\_\_\_\_\_  
Branch Manager      Insurance Company Stamp      Date

NB: This Certificate must be presented to the Principal in legible form.

Appendix K

## Insurance Certificate – Motor Vehicle Policy (Tenth Schedule)

Released under the Local Government Official Information and Meetings Act

# Insurance Certificate – Motor Vehicle Policy (Tenth Schedule)

## Hutt City Council Street Utility Cleaning Contract

Contact No: AD16-4400

Motor Vehicle Insurance \$ \_\_\_\_\_

To be completed by Insurance Company for successful tenderer before work is commenced.

To: Hutt City Council (Principal)

From: \_\_\_\_\_ (Name of Insurance Company)

\_\_\_\_\_ (Branch & Address)

Dear Sir/Madam

We confirm that ..... (Contractor) has arranged Motor Vehicle Insurance (Policy Number ..... ) with this Company, for which the premium has been paid, and we undertake that this policy will remain in force and not be amended or cancelled during the period of this contract without 30 days written prior advice to you, and that Indemnity will be provided subject to the terms of the policy.

Sum Insured \$.....

Basis of Settlement: Market Value / Other

(If other, please specify type of policy and value)

Third Party Liability Limit: \$.....(minimum s7(2)(b) GST exclusive).

Policy Extensions include:

Innocent breach of conditions provision

Principal's Vicarious Liability

We advise that the following "Special" terms and conditions and exceptions have been applied in respect of this contract:

.....  
.....

Expiry Date: .....

Yours faithfully

\_\_\_\_\_  
Branch Manager Insurance Company Stamp Date

NB: This Certificate must be presented to the Principal in legible form.

Appendix L

## Hutt City Council Health and Safety Certification and Questionnaire

Released under the Local Government Official Information and Meetings Act

## ■ CERTIFICATION BY TENDERER – APPENDIX 1

I,	
certify that in relation to the intended contract work:-	
Contract Name	Contract Number
1.	I have copies of the <b>Hutt City Council Health and Safety Specification for Contracts, Health and Safety at Work Act 2015</b> , and the <b>Health and Safety at Work Regulations 2016</b>
2.	I have read those documents and I understand the content and the intentions of each document.
3.	I give assurance that if awarded this intended contract work, I would take all reasonably practicable steps to fully comply with the Hutt City Council <i>Health and Safety Specification for Contracts</i> and with all the duties and requirements necessary under both the <b>Health and Safety at Work Act 2015</b> , and the <b>Health and Safety at Work Regulations 2016</b> .
4.	I understand that those requirements are set down in order to minimise the chance of any person being harmed whilst the contracted work is being carried out or caused by the contracted work, so far as that is reasonably practicable.
5.	I certify that the details given in Appendix 2, <i>Contractor Health and Safety Assessment</i> , are correct and accurate.
6.	I certify that all sub contractors used in the course of the contract are aware of their responsibilities under the above Acts and are considered to be safe operators.
Signed	Date



## ■ CONTRACTOR H & S ASSESSMENT – APPENDIX 2

<b>Hutt City Council Division/Client</b>	
<b>Date</b>	
<b>Project Name/Description</b>	
<b>Location</b>	

<b>1. ACC Programme Accreditation</b>							
1.1	<p>Has your company participated in the ACC Workplace Safety Management Practices programme or the ACC Partnership Programme? <span style="float: right;">Yes / No</span></p> <p><i>If you have answered Yes to Question 1.1 please complete questions 1.2, 2.1, 2.2, 3.1, and 3.2.</i></p> <p>_____</p> <p><i>If you have answered No to Question 1.1 please omit question 1.2.</i></p> <p>Then complete the remainder of this assessment. Copies of company Health and Safety Policy summary statements, procedure flowcharts or otherwise standard forms, evidence of performance, will be required as a minimum to substantiate compliance with Hutt City Council requirements.</p>						
1.2	<p>What rating was achieved?</p> <table border="1" style="width: 100%;"> <tr> <td>Primary</td> <td style="width: 50px;"></td> </tr> <tr> <td>Secondary</td> <td></td> </tr> <tr> <td>Tertiary</td> <td></td> </tr> </table> <p>Period the ACC Certificate covers _____ <i>(Please attach copy)</i></p>	Primary		Secondary		Tertiary	
Primary							
Secondary							
Tertiary							
<b>2 Specific Requirements</b>							
2.1	<p>Does your company check that contractors and/or subcontractors that you might engage have adequately high standards of health and safety? <span style="float: right;">Yes / No</span></p> <p><i>If Yes please provide a copy of the procedure and assessment criteria that your company uses to assess contractors and/or subcontractors.</i></p>						
2.2	<p>For contractors and subcontractors that could be engaged to carry out project works within the legal road corridor, is Temporary Traffic Control and Management (in accordance with TNZ “Code of Practice for Temporary Traffic Management”) part of your training programme? <span style="float: right;">Yes/No/N/A</span></p> <p><i>If Yes please provide a copy of relevant training records.</i></p> <p>Does your company have adequate equipment to protect and direct the public or road traffic as applicable for the project works? <span style="float: right;">Yes/No/N/A</span></p>						

<b>3 Referee(s) and Safety Record over the Last Three Years</b>	
3.1	<p>Please provide details of at least one referee who may be contacted for an opinion of your Health and Safety Management Practices.</p> <p>Each referee shall represent a key client of your company and shall not be your Health and Safety advisor, consultant or auditor.</p>
	Name
	Address
	Telephone
	Name
	Address
	Telephone
	<i>(A written testimony relating to your company's Health and Safety record within the last 12 months may be provided by your nominated referee(s)).</i>
3.2	<p><b>In the last three years:</b></p> <p>Has your company experienced any serious harm incidents that meant OSH were to be advised? Yes / No</p> <p>Has your company received any Improvement Notices, Prohibition Notices, or Infringement Notices from OSH? Yes / No</p> <p>Has your company been prosecuted under the Health and Safety at Work Act 2015 (HSE Act) - and any amendments to that Act? Yes / No</p> <p><i>If Yes please provide a list of the relevant incident(s), notice(s), prosecution(s).</i></p>
<p><i>If you have answered Yes to question 1.1 and have completed questions 1.2, 2.1, 2.2, 3.1, and 3.2 please sign the Certification by Tenderer (Appendix 1). No further information is required from you for this evaluation.</i></p> <p><i>If you have answered No to question 1.1, please ensure that you have answered questions 2.1, 2.2, 3.1, and 3.2 – then continue and answer the rest of the questionnaire below.</i></p>	
<b>4 Alternative Health and Safety Performance Audits/Reviews</b>	
4.1	<p>Do you carry out (or have others carried out), annual health and safety audits/reviews of your company's operations? Yes / No</p> <p><i>If Yes please provide a copy of your latest audit/review report.</i></p>
4.2	<p>Do you carry out in-house health and safety audits/reviews of your company's operations? Yes / No</p> <p><i>If Yes please provide a summary of the type(s) and frequency of audits/reviews that are stated as requirement in your Health and Safety Policy and procedures.</i></p>
<b>5 Health and Safety Documentation – General Requirements</b>	
<b>(Some aspects may not be directly applicable to the applicant company/service provider e.g. sole trader company).</b>	

5.1	<p>To carry out works for Hutt City Council, your company shall demonstrate sound management practices, including application of a suitable Health and Safety Policy. Companies that do not have adequate Health and Safety Policy and procedures to which the company is committed will not be considered suitable for engagement to provide works and services to Hutt City Council.</p> <p><i>Please supply a copy of your company's Health and Safety Manual, or Health and Safety Management Plan, or equivalent health and safety documentation that will demonstrate how well your company manages health and safety – and maintains work sites that are safe.</i></p> <p><i>You may wish to also prepare a brief summary of your full policy, referencing key clauses from your policy and attaching copies of key forms, and action lists, and records to confirm performance.</i></p>	
5.2	Has your company's Health and Safety Policy been endorsed and signed off by the CEO within the last 18 months?	Yes / No
5.3	Does the policy indicate commitment to comply with Legislation, Regulations, Codes of practice, Industry standards, other relevant requirements?	Yes / No
5.4	Does the policy set out persons' responsibilities and accountabilities?	Yes / No
5.5	Does the policy set out appropriate health and safety rules and objectives?	Yes / No
5.6	Does the policy encourage employer/employee co-operation and commitment (is there evidence of active employee participation)?	Yes / No
<b>6</b>	<b>Hazard Management</b>	
6.1	Are all hazards documented in an appropriate Hazard Register?	Yes / No
6.2	<p>Does the Hazard Register show evidence that employees participate, and use systematic methods in effectively identifying hazards?</p> <p>(Are the systematic methods used often? and by whom?)</p> <p>Are the methods able to identify where serious harm is possible?)</p>	Yes / No
6.3	<p>Does your company's health and safety documentation explain means of assessing hazards to correctly determine which hazards are significant hazards as defined in the HSE Act?</p> <p><i>(That is not a risk assessment based on likelihood/frequency of exposure/extent of consequence. Risk assessment is for setting priorities as to which hazards to control most urgently.)</i></p>	Yes / No
6.4	<p>Is your company's approach to controlling hazards appropriate?</p> <p><i>(Try first to eliminate, otherwise isolate, or at least minimise as the last resort – and does your company's Hazard Register indicate that approach?)</i></p>	Yes / No
6.5	<p>Does your health and safety documentation include identification /selection of any appropriate personal protective equipment (PPE) that may be required?</p> <p>Does the documentation describe arrangements for training in use and care of PPE – plus issuing and monitoring the use of PPE?</p> <p>Will PPE be required in your works for Hutt City Council, or for your services to Hutt</p>	<p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p>

	City Council?	
6.6	Are project-specific hazard identification/evaluation audits carried out and by whom?  <i>Please provide sample copy of a project-specific Hazard Register based on recent tender/project works.</i>	Yes / No
<b>7 Safe Work Practices</b>		
7.1	Does your documentation cover the recording of regular health and safety meetings - and other discussions/reviews in addition to planned audits/reviews (as in 4.1 and 4.2)?  <i>If Yes please provide sample copies of minutes/notes of meetings.</i>	Yes / No
7.2	Does your health and safety documentation cover incidents – including near-miss incidents – plus incident recording, investigation, and reporting to OSH and a principal as required?  Does the documentation cover procedure-improvement strategies to prevent repeat incidents?	Yes / No  Yes / No
7.3	Does your health and safety documentation cover monitoring of exposure to hazards?  Does your health and safety documentation cover occupational illnesses and regular health monitoring for effects that a hazard could cause?	Yes / No  Yes / No
7.4	Do you ensure that plant, equipment and vehicles for use on site are operated, issued and kept in a safe condition?  <i>If Yes please provide a sample copy of a register and equipment operating checklist for a piece of key equipment.</i>	Yes/ No/NA
7.5	Will your works or services for Hutt City Council include delivery/use of materials requiring specific handling/usage instructions?  <i>If Yes does your health and safety documentation cover the obtaining, availability, and use of Materials Safety Data (MSD) sheets on site?</i>	Yes / No  Yes / No
7.6	Does your Health and Safety policy identify all potential emergencies, and set out guidance for effective emergency management?  Does this include emergency preparedness drills and rehearsals?  <i>If Yes please provide evidence of dates that drills/rehearsals were held.</i>	Yes / No  Yes / No
7.7	Does your health and safety documentation include guidance on first-aid training, and first-aid provisions at places of work and work sites?  Are first-aiders nominated in the policy (to be available at work sites)?	Yes / No  Yes / No
<b>8 Personnel Training and Competency</b>		
8.1	Does your health and safety documentation indicate that:  There is planned and appropriate induction for new employees?  Workers are regularly advised about hazards and related safety precautions?  Employee training needs are identified and regularly discussed with each	Yes / No  Yes / No

	<p>employee?</p> <p>Appropriate training (including use and care of PPE) is programmed, actioned, recorded, and is endorsed by employees and employer?</p> <p><i>If Yes please provide evidence of the training and competencies of employees you propose to commit to the project works. This should include:</i></p> <p>Employee name</p> <p>Position description</p> <p>Current experience</p> <p>Relevant qualifications (general)</p> <p>Health and Safety qualifications and training (to date)</p> <p>Health and Safety training (proposed within duration of contract)</p>	<p>Yes / No</p> <p>Yes / No</p>
8.2	<p>Does your company participate in recognised/industry-endorsed health and safety training schemes? (e.g., "Site-Safe Passport" for construction workers, and/or Temporary Traffic Control and Management.)</p> <p><b><i>If Yes please provide confirmation in the form of some copies of training records.</i></b></p>	<p>Yes / No</p>

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8.3	Does your health and safety documentation explain how your company ensures that employees, contractors, and subcontractors engaged by your company to perform portions of the contract works are made aware of, and able to meet Hutt City Council health and safety requirements? <i>If Yes in what form is the induction?</i>	Yes / No
	Do you carry out any other induction for your subcontractors? <i>If Yes in what form is the induction?</i>	Yes / No

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Appendix M

## Performance Appraisal

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# Performance Appraisal From

Contract No: AD16-4400    Contract for: Hutt City Street Utility Cleaning Contract    Contractor: \_\_\_\_\_    Appraisal Date: \_\_\_\_\_

The Contractor's performance for various aspects of this contract are given a numerical rating in the range used for non-price attribute grading:

35 or less	Poor	Unacceptable
40-45	Below average	Barely adequate
50-55	Average	Adequate with some deficiencies which are not likely to have an adverse effect
60,65 or 70	Above average	Requirements are adequately covered
75,80 or 85	Good	Requirements are fully covered in all material aspects
90,95 or 100	Excellent	Only awarded when all requirements are met in an outstanding manner

Item	Description	Contractor's Comment	Grade 0-100	Principal's Comment	Grade 0-100	Summary	
						Comment	Grade 0-100
1.	Effective liaison with Principal						
2.	Public relations						
3.	<b>Forward Programmes</b> - Accurate - Submitted on time - To budget requirements						
4.	<b>Reporting</b> - Complete - Submitted on time						



5.	<b>Quality Management Systems</b> - Operative - Keep up to date - Reporting on						
6.	<b>Health &amp; Safety &amp; Safety Management Plan</b> - Operative - Reporting on -						
7.	<b>Carrying out of work Unprogrammed work</b> • response • quality Programmed Work • within programmed time • quality • to budget prediction						
8.	<b>Response to emergency events</b> - timeliness - quality						

Signed: \_\_\_\_\_

Contracts Supervisor

Date \_\_\_\_\_

Signed: \_\_\_\_\_

Contractor

Date \_\_\_\_\_

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**Document Status**

Rev No.	Author	Reviewer		Approved for Issue		
		Name	Signature	Name	Signature	Date
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