

Consultancy Agreement (CCCS)

Insert Project Name

Contract No. insert

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

GUIDANCE NOTES

This proforma document provides the basis for the development of consultancy contracts for engagement of professional services. The purpose of the proforma is to provide consistency throughout NZTA's operations.

Format:

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

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

CONTRACT AGREEMENT

This Agreement is made on the **Number** day of **Month Year**

Parties

1. New Zealand Transport Agency, a Crown entity, established on 1 August 2008 by Section 93 of the *Land Transport Management Act 2003* (the Client).
2. **Name** of **Location** (the Consultant).

Background

1. The Client has issued invitations to tender for the performance of the Services to the Client, the Consultant has submitted a tender and the Client has now accepted the Consultant's tender.
2. The Client and the Consultant now wish to enter into this Agreement to record their agreement that the Client shall engage the Consultant to carry out the Services in respect of the Project.
3. This Agreement sets out the terms and conditions on which the Services shall be carried out by the Consultant.

NOW IT IS AGREED as follows:

- 1.1 The Client engages the Consultant to provide the Services and agrees to pay the Consultant in accordance with the terms of the Agreement and to undertake its other obligations set out in this Agreement.
- 1.2 The Consultant agrees to perform the Services on the terms of this Agreement.
- 1.3 The following documents shall form the Agreement in order of precedence. Where any conflict or inconsistency exists between any of the documents listed below, the document that appears first in the order of precedence shall prevail over the provision of any other document or documents appearing lower in the list.
 - Form of Agreement for Engagement of Consultant
 - The letter of acceptance
 - The following post-tender documents (if any):
 - The Special Conditions – Part A (Specific Conditions)
 - The Special Conditions – Part B (Other Special Conditions)
 - Conditions of Contract for Consultancy Services, Fourth Edition (CCCS) – December 2017
 - Contract Scope and Specifications
 - Payment Schedule and Pricing Schedule

EXECUTED as an agreement:

SIGNED for and on behalf of the **New Zealand Transport Agency** by its delegate:

Signature of Authorised Signatory

Name of Authorised Signatory

SIGNED for and on behalf of **[insert]**:

Signature of Director/Authorised Signatory

Name of Director/Authorised Signatory

Signature of Director/Authorised Signatory

Name of Director/Authorised Signatory

SPECIAL CONDITIONS OF CONTRACT – PART A (SPECIFIC CONDITIONS OF CONTRACT)

References are from clauses in the General [Conditions of Contract for Consultancy Services, Fourth Edition \(CCCS\) – December 2017](#).

6.2 Limitation of Liability

Five times the fee with a minimum limit of \$500,000. and a maximum limit of \$2,000,000.

<<OR (please specify)>>

[\$XX,XXX.XX].

<<Guidance Note: The amounts stated above are suitable for most contracts, but it may be appropriate in some circumstances to set a different amount. It is important to consider whether these limits are sufficient based on the complexity and risk associated with the contract. Any departures from the guidance above must be approved by the appropriate delegated financial authority (with endorsement from the Insurance advisory committee) in accordance with clause 1.8.3 of the *Contract Procedures Manual* (SM021), for Consultancy Services with fees estimated in excess of \$1,000,000 per annum, or a total estimated fee for the period of the Contract in excess of \$5,000,000, or contracts that are considered high risk, e.g. tunnels and bridges, other service providers in close proximity (gas pipelines, railway), new technology.>>

6.4 Duration of Liability

The duration of liability shall be six years from the date of completion of the Services, or from the date of termination of the Agreement, whichever is the earlier. <<OR (please specify)>>

The duration of liability shall be [period] years from the date of completion of the Services, or from the date of termination of the Agreement, whichever is the earlier.

<<Guidance Note: other duration to be approved by the appropriate delegated financial authority (with endorsement from the Insurance advisory committee) in accordance with the guidance note above.>>

6.5 Insurance

Professional Indemnity

i. Amount of Cover

The minimum amount of professional indemnity insurance required is \$2,000,000, with at least one automatic reinstatement of the minimum amount per 12-month period of insurance.

<<Guidance note: for contracts considered high risk and where the liability limit is increased, the amount of cover should be increased. The altered amount is to be approved by the appropriate delegated financial authority (with endorsement from the Insurance advisory committee) in accordance with clause 1.8.3 of the of the Contract Procedures Manual (SM021)>>

ii. Period of cover:

The professional indemnity insurance shall be maintained until the date on which all of the Services have been completed and a further run-off period of six years.

Public Liability

i. Amount of Cover:

The minimum amount of public liability insurance required is \$5,000,000.00.

<<OR (please specify)>>

The minimum amount of public liability insurance required is \$[XX,XXX.XX].

<<Guidance Note: other amount to be approved by the appropriate delegated financial authority (with endorsement from the Insurance advisory committee) in accordance with the guidance note above>>

ii. Period of Cover:

The public liability insurance shall be maintained until the Services have been completed.

12.8 Notices

Client's Address: NZ Transport Agency Waka Kotahi

Physical Address:

Postal Address:

Email address:

**Consultant's
Address:**

Physical Address:

Postal Address:

Email address:

SPECIAL CONDITIONS OF CONTRACT – PART B (OTHER CONDITIONS OF CONTRACT)

Clause references below refer to clauses in the General Conditions of Contract for Consultancy Services, Fourth Edition (CCCS) – December 2017, as may be amended by the Special Conditions - Part B Other Conditions of Contract. The General Conditions of Contract for Consultancy Services are amended as follows:

Section 1 Definitions and Interpretation

Section 1.1 Definitions

Add the following new definitions to clause 1.1:

Client's Personal Information means:

Personal Information made available to the Consultant by or on behalf of the Client, or collected by the Consultant for the Client, in connection with this Agreement.

Data Breach means any incident that:

- (a) involves unauthorised or accidental access to, or use, disclosure, alteration, loss or destruction of, any of the Client's Personal Information; or
- (b) exposes the Client's Personal Information to a more than negligible risk of unauthorised or accidental access, use, disclosure, alteration, loss or destruction (for example, losing an unencrypted storage device, or storing information in an unsecured online repository); or
- (c) prevents the Client from accessing the Client's Personal Information on either a temporary or permanent basis; or
- (d) would prompt a reasonable and prudent person in the Client's position to notify (or consider notifying) the incident to the Privacy Commissioner and/or one or more individuals under NZ Privacy Laws.

NZ Privacy Laws means:

- (a) the Privacy Act 2020, and any regulations, codes of practice and approved information sharing agreements made under it; and
- (b) any other New Zealand laws insofar as they regulate the collection, processing, storage, use and/or disclosure of information about individuals;

in each case as amended or replaced from time to time.

Personal Information means:

any information about an individual (whether or not it is possible to identify the individual from that information) and includes all 'Personal Information' within the meaning of the Privacy Act 2020.

Prior Services

Prior Services means:

any of the Services that have been provided by the Consultant to the Client under any arrangement between the Parties which was made in contemplation of the Agreement.

Wilful Default

Wilful Default means:

any intentional breach by the Consultant of a duty, obligation, term or condition in this Agreement which is intended by the Consultant to inflict damage, injury or loss.

Section 2 Obligations of the Consultant

2.1 The Services

Add the following bullet points to the end of clause 2.1:

- provide sufficient employees (including Key Personnel) with the necessary qualifications, licenses, skills and experience to perform the Services to the standard required by this Agreement;
- make the Key Personnel available as and when appropriate to perform their respective parts of the Services in accordance with the programme and completion date for the Services as set out in Appendix A and otherwise in accordance with the Consultant's obligations under this Agreement;
- cooperate with the Client and use all reasonable endeavours to cooperate with any Other Consultants as instructed by the Client from time to time;
- keep the Client adequately informed as to the progress of the Services and report to the Client at the times and frequency and in the manner as reasonably requested by the Client;
- advise the Client promptly if the Consultant becomes aware of any circumstances, information gaps or delay that may adversely impact the programme set out in Appendix A;
- at the Consultant's cost, correct any errors, omissions or both in any documentation prepared as part of the Services by the Consultant where the error or omission is the result of the Consultant failing to exercise the duty of care required by clause 2.2; and
- comply with all applicable legislation, regulations and any of the Client's rules, policies and standards that the Client may notify to the Consultant in writing from time to time, except to the extent that compliance with any of the Client's rules, policies or standards would constitute a breach of the Consultant's duty of care under this Agreement. The Consultant may notify the Client where it considers any rule, policy or standard notified after the commencement of the Services results in a material increase in the Consultant's costs and such shall be treated as notice of a Variation for the purposes of clauses 2.13 and 7.

2.2 Duty of Care

Add the following to the end of clause 2.2:

for a project of a similar type and size to the Client's Project.

2.4 Subconsultants

Add the following to the end of the first paragraph;

The Client's approval of the appointment of any Subconsultant shall not relieve the Consultant of its liabilities under this Agreement.

Add the following to the end of the second paragraph:

The acts and omissions of any Subconsultant shall, for the purpose of this Agreement, be deemed to be the acts and omissions of the Consultant.

2.7 Client Concerns

Add the following to the end of clause 2.7:

In the event that the Consultant fails to remedy any concerns notified by the Client under clause 3.3, the Client may (without prejudice to any other rights and remedies that the Client may have) arrange for the

notified concerns to be remedied by an Other Consultant or a third party directly contracted to the Client and the reasonable cost of the same will be payable, on demand, by the Consultant to the Client.

2.10 Health and safety

Add the following to clause 2.10:

The Consultant must comply with, and shall ensure that any Subconsultant complies with, all health and safety requirements set out in the Client's *Contractor Health and Safety Expectations* document. The Client will provide a copy of this document to the Consultant on request.

Add a new clause 2.14 as follows:

2.14 Code of Conduct

The Consultant must comply with the *Standards of Integrity and Conduct* issued by the State Services Commission (see <https://www.procurement.govt.nz/assets/procurement-property/documents/supplier-code-of-conduct.pdf>) and any other relevant codes of conduct notified by the Client to the Consultant from time to time.

Section 3 Obligations of the Client

3.3 Client Decisions

Add the following to the end of Clause 3.3:

The Consultant shall, in every case where it requires the Client to make a decision, accompany the request for a decision with a reasonable level of information to enable the Client to consider the matter at issue. The Client is entitled to request further information as may be reasonably required by the Client to assist it in making the relevant decision. The provision of information pursuant to this clause 3.3 shall be at no additional cost to the Client except where such is beyond what would reasonably be expected to be provided by the Consultant as part of the Services.

3.6 Instructions to Others

Add the following to the end of Clause 3.6:

Notwithstanding the forgoing, in an urgent or emergency situation the Client may give instructions directly Other Consultants and/or Third Parties directly contracted to the Client but in such an event the Client as soon as reasonably practicable such must be notified to the Consultant.

3.7 Client to Give Early Warning

The words “, as soon as reasonably practicable,” are inserted on the second line after the word “must”.

The following is inserted as a second paragraph:

The Client shall not be required to inform the Consultant of anything which will affect the scope or timing of the Services that is related to another Government agency or entity outside of the direct matters for which the Client is responsible as a Government agency or entity.

3.9 Approvals

Add the following after the last paragraph of clause 3.9:

Without limitation to the Client's obligations in the 4th bullet point of clause 3.2, any approval by the Client of information submitted to it by the Consultant (such information must in all cases be provided by email or in hard copy by the Consultant) shall not be taken to signify that the Client has checked the accuracy or completeness of such information received from the Consultant and shall not relieve the Consultant of any of its obligations under this Agreement unless approval is expressly given on that basis or the parties expressly agree such in writing.

Section 4 Personnel

4.3 Key Personnel

Clause 4.3 is deleted and replaced with the following:

The Consultant must obtain the Client's prior written consent before replacing or substituting any of the Key Personnel, including where the Client has required the replacement in accordance with this clause 4.3.

The Client may, at its reasonable discretion, require the Consultant to replace any Key Personnel, or any other person engaged by the Consultant or any Subconsultant, if they are unsuitable or are not sufficiently available to perform the Services. The cost of replacing any person pursuant to this clause shall be borne solely by the Consultant and any replacement or substitute person proposed must be no less skilled and experienced than the Key Personnel to be replaced.

If any Key Personnel are not available to perform the role and responsibilities required of that Key Personnel because of an act or omission of the Consultant, and the Consultant does not within a period acceptable to the Client replace the relevant Key Personnel with a person of equivalent skills and experience, the Client reserves the right to withhold 20% of the value of the next payment due until such time as a suitable replacement has been made and notified to the Client. The monies retained, shall be paid to the Consultant by payment as part of the payment due after the replacement has been made.

Section 5 Payment

The second paragraph in clause 5.1 is deleted and replace with the following:

Payment shall be due within ten (10) Working Days of receipt by NZTA of a Tax Invoice from the Consultant. The tax invoice must:

- (a) be sent via email to apinvoices@nzta.govt.nz in PDF format only
- (b) state the fees due and method of calculation;
- (c) show all GST due, if any;
- (d) be in New Zealand currency;
- (e) be marked as "Tax Invoice";
- (f) contain the Consultant's name, address, NZBN and GST number if the Consultant is registered for GST;
- (g) be addressed to the Client and include the Client's reference number;
- (h) states the date the invoice was issued and the date for payment;
- (i) bank account details for payment;
- (j) name this Agreement and provide a description of the Services supplied, including the amount of time spend in the delivery of the Services if the fees are based on an hourly fee rate or daily fee rate;
- (k) contain the Agreement reference, WBS number provided by the Client; and
- (l) be supported by GST receipts if expenses are claimed and any other verifying documentation reasonably requested by the Client.

Section 6 Liability and Insurance

6.2 Limitation of Liability

Clause 6.2 is deleted and replaced with:

The maximum aggregate liability of the Consultant for any claims, damages, liabilities, losses or expenses suffered or incurred whether in contract for breach of this Agreement, under indemnity, in tort including negligence, in equity, under any statute, or otherwise arising out of any act or omission by the Consultant done or not done in connection with the Services or this Agreement shall be limited to the maximum aggregate sum as specified in the Special Conditions. The aggregate liability limit shall not apply in the case of fraud, Wilful Default or to the extent that the Consultant recovers insurance proceeds under an insurance policy that the Consultant is required to maintain under this Agreement (capped at the amount required to be insured under this Agreement) (including any proceeds that would have been recovered, but for any failure to claim and/or breach of the relevant insurance policy by the Consultant, or due to the failure by the Consultant to maintain such an insurance policy).

6.5 Insurance**Add the following to the end of clause 6.5:**

The Consultant shall name the Client (which shall include the Client's officers, employees and agents) on its public liability insurance policy as additional insureds in respect of their vicarious liability arising from the Consultant's negligence in relation to the performance of this Agreement.

The Consultant insurances required to be taken out by the Consultant shall be with insurers with a minimum unsecured credit rating of least "A-" from Standard & Poor's (or equivalent) immediately on the execution of this Agreement. The Consultant shall keep them in force for the length of time set out in the Special Conditions except that in the case of professional indemnity insurance the maintenance obligation is as stated in the second paragraph of this clause 6.5.

Section 8 Confidentiality**Add a new clause 8A as follows:****8A Privacy Obligations****8A.1 The Consultant must:**

- a) comply at all times with all NZ Privacy Laws; and
- b) not do anything with the Client's Personal Information that would, or would be likely to cause the Client to, breach any NZ Privacy Laws; and
- c) comply at all times with [Privacy at Waka Kotahi the NZ Transport Agency – A Guide for Suppliers and Service Providers](#) ; and
- d) not use or disclose the Client's Personal Information except to the extent strictly necessary to deliver the Services and comply with this Agreement; and
- e) implement and maintain reasonable security safeguards to protect the Client's Personal Information against loss, unauthorised access, use, modification, or disclosure, or any other misuse; and
- f) not store or process (or permit the storage or processing of) the Client's Personal Information, at any location outside New Zealand, except as clearly contemplated in this Agreement, or otherwise with the express written consent of the Client; and
- g) ensure that only those Subconsultants and employees of the Consultant who are authorised and who require access to the Client's Personal Information to perform their duties in respect of this Agreement, are given such access and that all such Subconsultants are subject to contractual restrictions on the handling, use and disclosure of the Client's Personal Information on less strict than those in this Agreement; and
- h) promptly seek and follow the Client's instructions as to the return, secure destruction and/or complete and irreversible erasure of all the Client's Personal Information once it is no longer required for the

purposes of the delivery of the Services under this Agreement, and otherwise where directed by the Client; and

- i) comply with any reasonable requests, directions, or guidelines given to it by the Client relating to compliance with this Clause 8A; and
- j) comply with any reasonable direction from the Client, where the Client reasonably considers that this is necessary to enable the Client to comply with a notice or direction given to the Client by the Privacy Commissioner; and
- k) cooperate with any privacy assessment by the Client of the Consultant's privacy policies and practices in so far as they are relevant to the protection of the Client's Personal Information, including completing self-assessments on request.

8A.2 If the Consultant becomes aware of, or has reason to suspect the existence of, a Data Breach involving facilities, systems, personnel, suppliers and/or Subconsultants of the Consultant:

- a) the Consultant must as soon as practicable notify the Client;
- b) the Consultant will provide all reasonable assistance to the Client to enable the Client to notify affected individuals and the Privacy Commissioner of the Data Breach in accordance with the NZ Privacy Laws;
- c) unless required by law, the Consultant will not notify affected individuals or the Privacy Commissioner except with the Client's prior written agreement;
- d) the Client may take any steps it believes in good faith are necessary to protect the Client's Personal Information, which may include suspending any supply, collection or use of the Client's Personal Information under this Agreement;
- e) the Consultant will provide all reasonable co-operation to assist the Client in securing or recovering the Client's Personal Information in question; and
- f) the Consultant will co-operate with the Client's investigation of the Data Breach, including investigating and reporting to the Client on the background and causes of the Data Breach, the information and/or individuals that may be affected, and the identities of any personnel implicated or suspected in the Data Breach.

8A.3 The Consultant must immediately notify the Client if the Consultant becomes aware of any breach or possible breach of the NZ Privacy Laws or of its obligations under this clause 8.A. The Consultant must take all practicable steps to mitigate the effects of any such breach, and must fully cooperate with the Client for that purpose.

8A.4 The Consultant will not comment publicly, including to the media, about any Data Breach, or any breach of this clause 8.A, without the express written consent of the Client. To the extent permitted by law, the Consultant will promptly refer to the Client any request for access to or correction of the Client's Personal Information, and any complaint received or notified concerning its handling of the Client's Personal Information, and the Consultant will not respond to any such request, complaint or notification except with the Client's written approval.

8A.5 The Consultant must ensure that all of the Consultant's employees or Subconsultants who have access to the Client's Personal Information comply with the Consultant's obligations under this clause 8.A, and are made aware of, and receive appropriate training in relation to, the NZ Privacy Laws and the requirements of this clause 8.A.

8A.6 The Consultant will indemnify the Client against any loss suffered by the Client or liability incurred by it that may arise out of, or in consequence of, a failure to comply with this clause 8.A.

Section 9 Copyright of documents

Clause 9.1 is amended by inserting the following at the end:

Notwithstanding the foregoing, where any New Intellectual Property includes Confidential Information, the Client's or the Consultant's use of that New Intellectual Property is subject to ensuring compliance with clause 8.1 or 8.2 (as applicable). For example, any Confidential Information is to be redacted or removed from the New Intellectual Property prior to any further use.

Clause 9.2 is amended as follows:

Delete the words "to the extent reasonably required to enable the Client to make use of the Services or use, adapt, update or amend the Works" **and replace with the following:**

in relation to or in connection with this Agreement, the Services, the Works or the Client's Project, including for the planning, design, engineering, procurement, construction, testing, commissioning, completion, operation, maintenance, repair, replacement, modification, renewal, expansion and/or alteration of the Services, Works or the Client's Project.

Clause 9.3 is amended as follows:

Insert the words: "part of the" after the words "concerning the" **on the fourth line.**

Clause 9.5 is amended by adding the following additional bullet points:

- the Client's use of New Intellectual Property as provided for in clause 9.1;
- the Client's use of the Pre-existing Intellectual Property as provided for in clause 9.2;

Section 10 Disputes

Clause 10.1 is amended by adding the words "one party will give notice to the other party, describing the event or circumstance giving rise to the dispute, and" **after the words** "from it," **in the first line.**

Clause 10.1 is amended by deleting the words "best endeavours" **and replacing them with** "reasonable endeavours".

Clause 10.2 is deleted and replaced with the following:

If the parties cannot resolve the dispute themselves within a reasonable time (but in any event within 20 Working Days of receipt of notice under clause 10.1 or such longer period agreed in writing), then either Party may require that the dispute be referred to mediation by serving written notice on the other.

Clause 10.3 is amended by deleting the words "a reasonable time" **and replacing them with** "20 Working Days of the date of either Party's notice requiring mediation issued pursuant to clause 10.2 (or such longer or shorter period as may be expressly agreed by the Parties)".

Add a new clause 10.6 as follows:

10.6 Nothing in this clause 10 shall prevent or prejudice the ability of either party to apply to any court in order to seek interim injunctive relief against the other.

Section 12 General provisions

12.10 Survival

Clause 12.10 is amended by deleting "8 and 9" and replacing with:

8, 8A, 9, 10, 11 and 12

12.14 GST

Clause 12.14 is amended by adding the following wording:

New Zealand taxes will be added/deducted to/from payments to overseas consultants in accordance with New Zealand current law, in particular:

- Goods and Services Tax (GST);
- Income Tax;
- Non-Resident Contractors Tax (NRCT).

12.15 Client's Regulatory Function

Add the following to the end of clause 12.15:

For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, any exercise of a regulatory function by the Client shall not constitute a breach of this Agreement.

Add a new clause 12.19 as follows:

12.19 Prior Services

For the avoidance of doubt, where the Consultant has performed any Prior Services, the Agreement will retrospectively apply to those prior services from the date that it is executed by both Parties.

APPENDICES

The appendices referred to in the Contract as follows:

<p>Appendix A: Scope, Purpose, Programme and Completion Date</p>	<p>Refer to Schedule 1 - Scope. Refer to Schedule 2 – Programme for Deliverables</p>
<p>Appendix B: Fees, Expenses and Payment</p>	<p>Refer to Schedule 3 – Payment and Pricing Schedule</p>
<p>Appendix C: Client's Representative</p>	<p>The Project Manager (acting as the Client's Representative) is:</p> <p>[Project Manager Name] [Title] NZ Transport Agency Waka Kotahi [Address] [CITY]</p> <p>Telephone: [Phone no] Email: [Email]</p>
<p>Appendix D: Consultant's Key Personnel</p>	<p>Refer to Schedule 4 – Key Personnel</p>
<p>Appendix E: Subconsultants</p>	<p>The parties acknowledge and agree that no part of the Services will be carried out by a Subconsultant unless otherwise stated in Schedule 1 - Scope.</p>
<p>Appendix F: Other Consultants, Other Consultants' insurance, Personnel, Equipment, Facilities, and Information supplied by the Client</p>	<p>No other consultants have been directly appointed by the Client for this Project</p> <p><<OR>></p> <p>The Client's property acquisition agent(s) [list others as applicable]</p>
<p>Appendix G: Client's Risk Identification and Notification</p>	<p>Refer to Schedule 5 – Health & Safety Risks Known to the Client.</p>

SCHEDULE 1 – CONTRACT SCOPE

<<Guidance note: Once the contract scope has been finalised this must be copied and pasted into this section prior to tender release.>>

SCHEDULE 2 – PROGRAMME FOR DELIVERABLES

<<Guidance note: The relevant sections of this schedule should be reviewed and updated prior to tender release.>>

The following outlines the major/milestone deliverables but is not to be deemed all-inclusive. Further deliverables with delivery dates and times may be specified in the Contract Scope and specifications.

No	Deliverable	Time for Delivery
Contract Scope		
1.	Other	[Insert]
2.	Other	[Insert]
Contract Management		
3.	Consultant's Contract Plan See Scope section 4.2	Within 2 weeks of acceptance of tender.
4.	Consultant's Quality Management Plan (QMP) See Scope Section 4.2.2	With Consultant's Contract Plan.
5.	Quality File See Scope section 4.2.2(d)	Continuous updates during contract, and final delivery to Client prior to contract completion.
6.	Health and Safety Management Plan (HSMP) See Scope section 4.2.3	With Consultant's Contract Plan
7.	Risk Management Plan See Scope section 4.2.4.	Draft within 20 working days of contract award. Baseline within 5 working days of acceptance of the Draft RMP.
8.	Community and Stakeholder Engagement Plan See Scope section 4.2.5	With Consultant's Contract Plan.
9.	Consultation Report See scope section 4.2.5	As agreed in the Community and Stakeholder Engagement Plan
10.	Environmental Management Plan See Scope section 4.2.6	With Consultant's Contract Plan.
11.	Māori Engagement Plan (MEP) including Tangata Whenua Engagement See Scope section 4.2.7	With Consultant's Contract Plan..

No	Deliverable	Time for Delivery
12.	Consultant's draft baseline Programme See scope section 4.3	Draft with Consultant's QMP. Baseline within 10 working days of Client acceptance of the Draft.
13.	Activity Risk File See Scope section 4.4	Prior to contract completion.
14.	Contract Risk Adjusted Programme (RAP) See scope section 4.4	Draft within 20 working days of contract award. Baseline within 5 working days of acceptance of the Draft RMP.
15.	Contract Close Out Risk Report See Scope section 4.4	Draft within 10 working days of contract close out risk review. Final within 3 working days of Client acceptance of the draft Contract Close Out Risk Report and prior to contract completion.
16.	Consultant's Monthly Report See Scope section 4.6.2	By the 8 th day of each month.
17.	Accrual Report See Scope section 4.6.3	By the 8 th day of each month.
18.	Accident Report See Scope section 4.6.4	Within the timeframes set out in the <u>NZTA Contractor Expectations: Health and Safety Incident Notification, Investigation & Reporting document</u> , or as soon as practicable after each accident.
19.	Budget Cashflows for project See Scope section 4.7.2	Within 1 week of acceptance of tender.
20.	Other	[Insert]
Programme Business Case		
21.	Draft Problems, Opportunities and Constraints report	Within 8 weeks of acceptance of tender.
22.	Final Problems, Opportunities and Constraints Report	Within 2 weeks of receipt of the Client's comments on the draft Problems, Opportunities and Constraints report.
23.	Draft Options/Programme Workshop report	Within 8 weeks of acceptance of tender.
24.	Draft Programme Business Case	Within 20 weeks of Client's approval to proceed.
25.	Final Programme Business Case	Within 2 weeks of receipt of the Client's comments on the draft Programme Business case.

No	Deliverable	Time for Delivery
26.	Updated Project Risk File	Within 2 weeks following date of final Programme Business Case report.
27.	Schedule of legal descriptions, owners & property addresses for land affected together with preliminary land requirement plans	At option evaluation stage for the Client's Transport Property team.
28.	Final Options/Programme Workshop report	Within 12 weeks of acceptance of tender.
29.	Other	[Insert]

Single Stage Business Case

30.	Draft Alternative and Options Report (including the draft Traffic Modelling Report)	Within 12 weeks of acceptance of tender.
31.	Final Alternative and Options Report (including the final Traffic Modelling Report)	Within 4 weeks of receipt of the Client's comments on the draft Problems, Opportunities and Constraints report.
32.	Preferred Option development and assessment	With final SSBC.
33.	Safety in Design file See Scope section 4.6.8	With final SSBC.
34.	Preliminary Geotechnical Appraisal report See Scope section 6.5.5	With final SSBC.
35.	Environmental and Social Responsibility Screen	With final SSBC.
36.	Consenting and Procurement Strategies See scope section 6.5.10	With final SSBC.
37.	Land Requirement Plans	With final SSBC.
38.	Preliminary technical assessments	With final SSBC.
39.	Preliminary Structures Options report(s)	With final SSBC.
40.	Draft Single Stage Business Case (Documenting all the works undertaken)	Within 32 weeks of Client's approval to proceed.
41.	Final Single Stage Business Case	Within 4 weeks of receipt of the Client's comments on the draft SSBC
42.	Other	[Insert]

Pre-Implementation or Design and Construct: Specimen Pre-Implementation

No	Deliverable	Time for Delivery
43.	Application for planning consents	Within 1 week following the date of the Client's instruction to proceed.
44.	Geotechnical Investigation and Testing Report (Factual Report) See Scope section 7.3	Within 15 weeks of Clients approval to proceed
45.	Geotechnical Assessment (Interpretative Report) See Scope section 7.3	Within 20 weeks of Clients approval to proceed
46.	Final Land Requirement Plans See Scope section 7.4.2	Within 12 weeks of the date of the Client's acceptance of design philosophy statement.
47.	Design Philosophy Statement See Scope section 7.5.3	Within 10 weeks of the date of the Client's instruction to proceed.
48.	Structure Design Statement See Scope section 7.5.5	Within 10 weeks of the date of the Client's instruction to proceed.
49.	Final HSIMS Data Input Forms See Scope section 7.5.7	With tender documentation.
50.	Urban and Landscape Design Framework See Scope section 7.5.11	Within 10 weeks of the date of the Client's instruction to proceed.
51.	Structures Option Report(s)	Within 4 weeks of the date of Client's instruction to proceed.
52.	Draft construction drawings, technical specifications, tender documents and accompanying documentation	Within 12 weeks of the date of the Client's acceptance of design philosophy statement.
53.	Design Certificates See Scope section 7.5.12	Within 2 weeks following the submission of the draft construction drawings and tender documents.
54.	Final Design Report See Scope section 7.5.13	With draft construction drawings and tender documents.
55.	Statutory Approvals(s) See Scope section 7.6	Within 2 weeks following the submission of the draft construction drawings and tender documents.
56.	Building Consent Documentation See Scope section 7.6.3 (5)	Within 10 weeks of the date of the Client's instruction to proceed.
57.	Final Draft construction drawings, technical specifications.	Within 2 weeks following the submission of the draft construction drawings and tender documents.

No	Deliverable	Time for Delivery
58.	Tender Documentation See Scope section 7.9	Within 1 week of receiving the statutory application approval or safety audit, whichever is later.
59.	Recommendations on insurance, bonds and retentions See Scope section 7.10	With draft tender documents.
60.	Updated Project Risk File	With final physical works contract documentation.
61.	Updated Safety in Design file	With final physical works contract documentation.
62.	Updated SRMS database for Maori	With final physical works contract documentation.
65.	CESMP, including Contractor's CSEMP sub-plan	With final physical works contract documentation
66.	Other	[Insert]
Implementation		
	<i>Appendix II Request for approval to proceed to engage a contractor of the NZTA Contract Procedures Manual (SM021)</i> See Scope section 8.2.1	Following approval to proceed with the Implementation phase of the project works
67.	Tender Evaluation report(s) See Scope section 8.2.2	Within 3 weeks after closing of tenders
68.	Execution of Physical Works Contract See Scope section 8.2.3	Within the timeframes specified in Section 2.7 of NZS 3910:2013 / Section 2.6 of NZS 3916: 2013.
69.	Recommended contract budget	With tender evaluation.
70.	Copy of Practical Completion Certificate to Client See Scope section 8.3.2 (20)	Within 1 week of issue to the Contractor.
71.	Copy of Final Completion Certificate to Client See Scope section 8.3.2 (20)	Within 1 week of issue to the Contractor.
72.	Verification, sampling and testing schedule See Scope section 8.3.6 (9)	Within 1 week of letting physical works contract.
73.	Pre-sealcoat pavement inspection records	Within 1 week after inspection.

No	Deliverable	Time for Delivery
74.	Notice to Client advising of inspection with contractor prior to issue of Practical Completion Certificate	A minimum of 1 week prior to inspection.
75.	Final as-builts See Scope section 8.4.1	With issue of Practical Completion Certificate.
76.	Road Construction Information Forms See Scope section 8.4.2	With issue of Practical Completion Certificate (PSF/3b(s)).
77.	RAMM Information See Scope section 8.4.3	A minimum of one month prior to Road Opening. Any updates after Road Opening will be supplied with issue of Practical Completion Certificate.
78.	Final HSIMS Data Input Forms See Scope section 8.4.4	With issue of Practical Completion Certificate.
79.	Construction Review Certificates See Scope section 8.4.5	Within 4 weeks following issue of the Practical Completion Certificate.
80.	Draft Asset Owner's Manual See Scope section 8.4.6	With issue of Practical Completion Certificate.
81.	Final Asset Owner's Manual See Scope section 8.4.6	Within 4 weeks following issue of the Practical Completion Certificate.
82.	Final Construction Report See Scope section 8.4.7	Within 2 weeks following issue of the Final Completion Certificate or notice of termination of contract.
83.	Updated SRMS database for Maori	Within 2 weeks following the issuing of the Practical Completion Certificate.
84.	Site walkover with Client's Property Acquisition Agent and consultant to obtain agreement of new boundaries	Within 2 weeks following the issuing of the Practical Completion Certificate.
85.	Comment on safety audit report	Within 1 week of receipt of safety audit report for comment.
86.	Final Land Use Plans See Scope section 8.5.2	4 months prior to issue of the Practical Completion Certificate.
87.	Notice to Client requesting final handover inspection	A minimum of 2 weeks prior to expiry of the defects notification period.
88.	Final detailed inspection records	By 1 week prior to Client's handover inspection.

No	Deliverable	Time for Delivery
89.	Client handover Inspection records	Within 1 week of Clients handover inspection.
90.	Other	[Insert]
Bridges, geotechnical structures and other significant highway structures		
91.	Other	[Insert]

SCHEDULE 3 – PAYMENT & PRICING

<<Guidance note: The relevant sections of this schedule should be reviewed and updated prior to tender release.>>

1. METHOD OF PAYMENT

1.1 Consultant's Requests for Payment

- 1.1.1 The Consultant shall submit their requests for payment to the Client on a monthly basis. The request will accompany the Consultant's Monthly Report at the dates specified in Section D. When submitting contract payment requests and reimbursable expenses invoices, the Consultant will complete the Client supplied Contract Payment Voucher and any other forms as specified and supplied under Inputs to Tenderers for this contract. The time for payments shall be within 10 Working Days after the date of service of the payment claim.
- 1.1.2 The Client will assess the request for payment in accordance with the terms of the contract, make any amendments necessary and arrange payment generally on the twentieth day of the month.
- 1.1.3 Where work tasked is not complete at the contract termination date, or the due date for delivery, then the Project Manager, at his discretion, may:
1. Deduct the cost of completing the work from payments due to the Consultant;
 2. Require completion of the work; or
 3. Make payment for the work in the month following the month in which the work would normally have been invoiced.
- 1.1.4 This will not preclude the Client from exercising other remedies for non-performance by the Consultant.
- 1.1.5 The cost of the services of the Client's Property Acquisition Agent, does not form part of this contract and will be paid direct by the Client.
- 1.1.6 Tendered Lump Sums, Unit Rates and Hourly Rates are deemed to include the costs of complying with the requirements of the *Building Act 2004*, *Resource Management Act 1991*, *Land Transport Management Act 2003*, the *Building Regulations* and other relevant legislation, where applicable.

1.2 Lump Sum Items

- 1.2.1 Lump Sum items are all-inclusive sums for the performance of a particular service. They will be paid as specified in this Payment Schedule. Payment methods include:
- A single sum on completion of the service;
 - Specified proportions paid at specified times;
 - Prorated payments over a defined period;
 - A mixture of the above.
- 1.2.2 The first payment for each item shall be payable following the later of the planned start date in the updated *Consultant's Programme* or the actual start date. The pro rata amount shall be based on the updated planned completion date. Where a limit ratio is stated the total payments for the item shall not exceed the limit until the limit criteria are met.
- 1.2.3 Where payment is stated to be prorated, the Project Manager may reduce payment where work for that item is falling behind programme.

<<Guidance note: The following Method of Payment clauses 1.3, 1.4, 1.5 and 1.6 are optional unless otherwise stated.>>

1.3 Unit Rate Items

<<Guidance note: Exclude for Target Price.>>

- 1.3.1 Unit Rates are generally all-inclusive rates for a recurring or multiple services. The quantity given in the Schedule, while a reasonable assessment of the contract's likely requirement, is a guide for tendering purposes only. Payment will be made on the actual number of services requested by the Project Manager, over the course of the contract, and adequately completed.
- 1.3.2 Where the actual differs from the scheduled quantity in the Contract Pricing Schedule, by a significant amount, the Project Manager may, at his/her discretion, consider a claim for a price variation. Supporting evidence to justify such a claim would be needed.
- 1.3.3 Claims for price variations will not be considered for Unit Rate items included in the Additional Services Schedule or the Geotechnical Testing Schedule, when included. Payment for Unit Rate items in these Schedules, shall not be made unless the Client has given specific written authority for the work.

1.4 Hourly Rate Items

<<Guidance note: Exclude for Purchaser Nominated Price.>>

- 1.4.1 Where an Hourly Rate is quoted, this shall be for all costs excluding Reimbursable Expenses as defined below.

1.5 Reimbursable Expenses

<<Guidance note: Include if Hourly Rate Items above has been selected.>>

- 1.5.1 Reimbursable expenses (or disbursements) are claimable at cost only (unless an on-cost is allowed for in the Contract Pricing Schedule) in association with additional services and other non-scheduled works, where agreed, unless otherwise specifically stated in this Payment Schedule. They shall be sufficiently itemised on the Consultant's claims to clearly identify justifiable reimbursement. The Consultant shall make available, if requested, adequate documentation to justify the reimbursement claims.
- 1.5.2 Reimbursable expenses may include (unless specified otherwise):
- Travel, accommodation and meals.
 - Fees paid by the Consultant on behalf of the Client to authorities having jurisdiction over the project.
 - Any legal or other professional charges which the Consultant may have legitimately incurred in connection with the project.
 - A charge for specialist technical use of computers, but excluding accounting, administration, and normal expected design use.
 - **Other.**

1.6 Provisional Sums

- 1.6.1 Provisional Sums will be provided for non-quantifiable services to be provided by the Consultant under this contract and will be listed under the "Provisional Sums" item of the Contract Pricing Schedule. Works requested by the Client under a Provisional Sum, will be priced, by the Consultant, on the basis of a Fixed Price Quote or Time Writing.

- 1.6.2 Payment for any provisional sum shall not be made unless the Client has given specific written authority for each specific event associated with the item.

1.7 Cost Fluctuations

<<Insert the following clause if cost fluctuations **will not** be paid (where contract period is less than or equal to 12 months)>>

- 1.7.1 Cost fluctuations shall not be paid on this contract.

<<OR insert the following clauses where the contract period is greater than 12 months>>

Cost fluctuations shall be paid on this contract.

- 1.7.2 Subject to the remainder of this Clause 1.7, the amounts payable by the principal to the contractor under the contract shall be adjusted up or down by amounts calculated in accordance with the following formula:

$$C = \text{Value} \times (I/I' - 1)$$

where:

C = cost fluctuation adjustment for the month under consideration

Value = value of work completed during the month under consideration taken from the Payment Schedule but without deduction for retentions and excluding the cost fluctuation adjustment

I/I' = the value of the index defined in Clause 1.7.3 for the month under consideration divided by the value of the index for the month during which tenders closed.

- 1.7.3 The index shall be the *NZ Transport Agency Waka Kotahi Professional services index* published on the NZTA website.
- 1.7.4 Cost fluctuation adjustment for months 1 to 12 of the contract period shall be deemed = \$Nil.
- 1.7.5 Cost fluctuations are calculated on a monthly basis.
- 1.7.6 For the purpose of calculating the cost fluctuation adjustment in Clause 1.7.2, any daywork, prime cost sums, variations and other payment items which are based on actual cost, or current prices and any advances shall be excluded from the value of work completed.
- 1.7.7 The Consultant shall not be entitled to claim cost fluctuation adjustment for work completed after the due date for completion greater than that which would apply had the work been completed on the due date for completion.
- 1.7.8 The index values to be used in the calculation of the cost fluctuation in Clause 1.7.2 shall be those first published by NZTA for the appropriate quarter.
- 1.7.9 Where the index for the quarter has not yet been published, interim payments will be made on the basis of the index for the most recent quarter for which an index is available. A correction to the interim payment will be made following the publication of the applicable index and will be processed with subsequent progress payments.
- 1.7.10 If at any time any of the Statistics New Zealand indexes which are inputs into the NZTA index referred to in Clause 1.7.2 or later clauses are no longer published, or if the basis of any index is materially changed, the adjustment shall thereafter be calculated by using such other input index, or in such other manner as will fairly reflect the changes as previously measured by that index.

2. CONTRACT PAYMENT SCHEDULE

2.1.1 This payment schedule defines the pricing schedule items, which must be separately priced by the Consultant, and the terms of their payment. The numbering shown corresponds to the numbering on the Contract Pricing Schedule. <<Guidance note: The pricing schedule needs to be extracted from the Tender and detail included at the end of this Schedule 3.>>

<<OR insert the following clause for Purchaser Nominated Price>>

This is a Purchaser Nominated Price Contract, where the Total Tendered Sum is [amount in words] (\$XXX,XXX.XX).

This payment schedule defines the pricing schedule items and the terms of their payment. The numbering shown corresponds to the numbering on the Contract Pricing Schedule.

Item	Description
1	Contract Scope
1.1	General The Lump Sum covers all services referenced in Schedule 1 <i>Contract Scope</i> , additional to the referenced contract specifications (identified in the contract agreement), necessary for the satisfactory completion of the project with the exception of any following listed items. Payment will be prorated on a monthly basis for the duration of the contract.
	Other
2	Contract Management
2.1	General The Lump Sum covers all services referenced in the <i>Contract Scope</i> Section 4 <i>Contract Management</i> , necessary for the satisfactory completion of the project, with the exception of any following listed items. Payment will be prorated on a monthly basis for the duration of the contract.
2.3	Quality Management Plan The Lump Sum includes all expenses relating to the preparation, regular updating and implementation of the Consultant's Quality Management Plan as specified subject to any amendments specified in the Contract Scope, and includes staged auditing by an independent party to confirm compliance to the Principal's minimum requirements, Payment of [60%] of the Lump Sum will be made on Client acceptance of the initial Consultant's Quality Management Plan. The remainder will be prorated on a monthly basis over the term of the contract and paid following Client acceptance of the monthly update with the Monthly Report.
2.4	Quality File The Lump Sum includes all expenses relating to the preparation, regular updating and maintenance of the Consultant's Quality File in accordance with the specification in an agreed digital form accessible to both Consultant and Client (and Contractor where appropriate). Payment of [60%] of the Lump Sum will be prorated on a monthly basis over the term of the contract. The remainder will be paid on Client acceptance of the as delivered Quality File at the end of the contract.
2.5	Health and Safety Management Plan (HSMP)

Item	Description
	<p>The Lump Sum includes all expenses relating to the preparation, regular updating and implementation of the Health and Safety Management Plan as specified, subject to any amendments specified in Schedule 1 <i>Contract Scope</i>.</p> <p>Payment of [60%] of the Lump Sum will be made on Client acceptance of the initial Health and Safety Management Plan. The remainder will be prorated on a monthly basis over the term of the contract and paid following Client acceptance of the monthly update with the Monthly Report.</p>
2.6	<p>Risk Management Plan</p> <p>The Lump Sum includes all expenses relating to the preparation and implementation of the Risk Management Plan as specified, subject to any amendments specified in Schedule 1 <i>Contract Scope</i>.</p> <p>Payment of [60%] of the Lump Sum will be prorated on a monthly basis over the term of the contract. The remainder will be paid on Client acceptance of the Risk Management Plan.</p>
2.7	<p>Risk Reviews</p> <p>The Unit Rate includes all expenses relating to the preparation and attendance, during the Contract, of the Risk Reviews, including the Contract Close Out Risk Review. The Consultant should arrange for the reviews including venue, refreshments and presentation.</p> <p>Payment of the Unit Rate will be made following completion of the risk review.</p>
2.8	<p>Community and Stakeholder Engagement Plan (CSEMP)</p> <p>The Lump Sum includes all expenses relating to the initial meeting and instruction, preparation, management, review and regular updating and implementation of the Community and Stakeholder Engagement Plan as specified, subject to any amendments specified in Schedule 1 <i>Contract Scope</i>.</p> <p>The input of the Client's Communications and Engagement team representative will be managed by the Consultant. This representative will provide oversight and approval of the plan and activities. Approval of this plan will confirm the quantities of activities and resources (including Consultation Reports) proposed in the provisional sum priced at 11.1 Community engagement/stakeholder liaison activities. Payment of [60%] of the Lump Sum will be made on Client acceptance of the initial Community and Stakeholder Engagement Plan. The remainder will be prorated on a monthly basis over the term of the contract and paid following Client acceptance of the monthly update with the Monthly Report.</p>
2.9	<p>Environmental Management Plan</p> <p>The Lump Sum includes the preparation, implementation, and updating of the Environmental Management Plan, subject to any amendments, as specified in Schedule 1 <i>Contract Scope</i>.</p> <p>Payment of [60%] of the Lump Sum will be made on Client acceptance of the initial Environmental Management Plan. The remainder will be prorated on a monthly basis over the term of the contract and paid following Client acceptance of the monthly update with the Monthly Report.</p>
2.10	<p>Māori Engagement Plan (MEP) including Tangata Whenua Engagement</p> <p>The Lump Sum includes all expenses related to the initial hui or meeting and instruction, preparation, management, review and regular updating and implementation of the Māori Engagement Plan as specified in Te Ara Kotahi Our Māori Strategy, subject to any amendments specified in Schedule 1 <i>Contract Scope</i>.</p>

Item	Description	
2.11	<p>Payment of [60%] of the Lump Sum will be made on Client acceptance of the initial Māori Engagement Plan. The remainder will be prorated on a monthly basis over the term of the contract and paid following Client acceptance of the monthly update with the Monthly Report.</p> <p>Consultant's Programme</p> <p>The Lump Sum includes all expenses relating to the preparation and development of the Consultant's Programme as specified, subject to any amendments specified in Schedule 1 <i>Contract Scope</i>.</p> <p>Payment of [60%] of the Lump Sum will be made on Client acceptance of the Baseline Programme. The remainder will be prorated on a monthly basis over the term of the contract and paid following Client acceptance of the monthly update with the Monthly Report.</p>	
2.12	<p>Activity Risk File</p> <p>The Lump Sum includes all expenses relating to the preparation, regular updating and maintenance of the Activity Risk File in accordance with the NZTA <i>Minimum Standard Z/44 Risk Management</i>.</p> <p>Payment of [60%] of the Lump Sum will be prorated on a monthly basis over the term of the contract. The remainder will be paid on Client acceptance of the Final Contract Close Out Risk Report.</p>	
2.13	<p>Monthly Project Meetings</p> <p>The Unit Rate includes all expenses relating to the preparation and attendance, during the Contract, of the Consultant's Monthly Meetings.</p> <p>Payment of the Unit Rate will be made on completion of each meeting.</p>	
2.14	Reporting	
2.14.1	Final Construction Report	The Lump Sum includes all expenses relating to the preparation and delivery of the Final Construction Report as specified in Schedule 1 <i>Contract Scope</i> section 4.6.5
2.14.2	H&S Performance and Assurance Reporting	The Lump Sum includes all expenses relating to the provision of monthly H&S Performance and Assurance Reporting as specified in Schedule 1 <i>Contract Scope</i> Section 4.6.9
2.14.3	PBC	<p>The Lump Sum includes all expenses relating to the preparation and delivery, during the PBC phase, of the Consultant's Monthly Reports, the Accrual Reports.</p> <p>Payment of the Lump Sum will be prorated monthly over the programmed period of the PBC phase.</p>
2.14.4	SSBC	<p>The Lump Sum includes all expenses relating to the preparation and delivery, during the SSBC phase, of the Consultant's Monthly Reports, the Accrual Reports and, as necessary, any Accident Reports.</p> <p>Payment of the Lump Sum will be prorated monthly over the programmed period of the SSBC phase.</p>
2.14.5	Pre-Implementation	The Lump Sum includes all expenses relating to the preparation and delivery, during the Pre-Implementation

Item	Description
2.14.6	Implementation
	<p>phase, of the Consultant's Monthly Reports, the Accrual Reports and, as necessary, Accident Reports.</p> <p>Payment of the Lump Sum will be prorated monthly over the programmed period of the Pre-Implementation phase.</p>
	<p>The Lump Sum includes all expenses relating to the preparation and delivery, during the Implementation phase, of the Consultant's Monthly Reports, including contractor performance evaluation forms when appropriate, the Accrual Reports and, as necessary, any Accident Reports.</p> <p>Payment of the Lump Sum will be prorated monthly over the programmed period of the Implementation phase.</p>
3	Programme Business Case
3.1	General
	<p>The Lump Sum includes all expenses relating to services as referenced in Schedule 1 <i>Contract Scope</i> section 5 <i>Programme Business Case</i>, necessary for the satisfactory completion of the project, except for any following listed items.</p> <p>Payment of the Lump Sum will be prorated on a monthly basis for the duration of the phase.</p>
3.2	Developing the evidence base
	<p>The Lump Sum includes all expenses relating to further investigation and analysis of the wider context to the study coupled with investigating further the evidence and root cause to support the Strategic Case Problems and Benefits statement.</p> <p>Payment of the Lump Sum shall be made upon receipt of the completed <i>Part A</i> of the <i>Programme Business Case template</i>.</p>
3.3	Workshops
	<p>The Unit Rate includes all expenses relating to the preparation and attendance of the Workshop (s) during the Contract, including accommodation and travel expenses (if necessary) and production of a workshop report.</p> <p>Payment of the Unit Rate will be made on client acceptance of the workshop report.</p>
3.4	Programme Development and assessment
	<p>The Lump Sum shall include all expenses associated with preparation of the Programme and Development and assessment.</p> <p>Payment of the Lump Sum will be upon receipt of the assessment.</p>
3.5	Recommended programme development
	<p>The Lump Sum includes all expenses associated with forming a recommended programme and undertaking sufficient further analysis to provide a robust case for such a recommendation aligned to a clear expression of performance against Investment Objectives, a clear consideration of the feasibility, costs, impacts phasing and affordability of the programme (in accordance with the Guide to Programme Business Cases).</p> <p>Payment of the Lump Sum will be upon Client acceptance of the programme.</p>

Item	Description		
3.6	<p data-bbox="392 232 719 259">Programme Business Case</p> <p data-bbox="392 297 1374 450">The Lump Sum includes all expenses, with the exception only of those specifically covered in other items, relating to the investigations for, preparation and delivery of the Programme Business Case as detailed in the <i>Programme Business Case template</i> and guidance, and any subsequent peer review requirements subject to any amendments specified in the <i>Contract Scope</i>.</p> <p data-bbox="392 465 1374 584">Payment of [80%] of the Lump Sum will be prorated on a monthly basis over the period from instruction to proceed up to delivery of the draft Programme Business Case, with the remainder being paid on Client acceptance of the final Programme Business Case.</p>		
4	Single Stage Business Case		
4.1	<p data-bbox="392 683 488 710">General</p> <p data-bbox="392 748 1374 898">The Lump Sum includes all expenses relating to services as referenced in Schedule 1 <i>Contract Scope</i> section 6 <i>Single Stage Business Case/Indicative Business Case/Detailed Business Case</i>, necessary for the satisfactory completion of the project, except for any following listed items. Payment of the Lump Sum will be prorated on a monthly basis for the duration of the phase.</p>		
4.2	<p data-bbox="392 934 523 960">Workshops</p> <p data-bbox="392 999 1374 1084">The Unit Rate includes all expenses relating to the preparation and attendance of the Workshop (s) during the Contract, including accommodation and travel expenses (if necessary) and production of a workshop report.</p> <p data-bbox="392 1099 1374 1126">Payment of the Unit Rate will be made on client acceptance of the workshop report.</p>		
4.3	<p data-bbox="392 1173 810 1200">Alternative and Option Assessment</p> <p data-bbox="392 1238 1374 1323">The Lump Sum includes all expenses associated with the preparation and development of the Alternative and Option Assessment. Payment of the Lump Sum will be upon Client acceptance of the Alternative and Option Assessment Report.</p>		
4.4	<p data-bbox="392 1359 544 1386">Traffic Model</p> <p data-bbox="392 1424 1374 1487">The Lump Sum includes all expenses relating to the preparation and delivery of the micro-simulation traffic model, development, validation and analysis reports.</p> <p data-bbox="392 1503 1374 1585">Payment of [80%] of the Lump Sum will be prorated on a monthly basis over the period from instruction to proceed up to the delivery of draft Traffic Modelling Report. The remaining balance will be paid on Client acceptance of the final Report.</p>		
5	Pre-Implementation or Design and Construct: Specimen Pre-implementation		
5.1	<p data-bbox="392 1684 651 1711">Topographical Survey</p> <p data-bbox="392 1738 1374 1861">The Lump Sum includes all expenses relating to obtaining the required data, conducting the investigations for, and compiling a Digital Terrain Model (DTM) using LiDAR information. Payment of the Lump Sum will be made on completion of the survey and Client acceptance of the final DTM.</p>		
5.2	<p data-bbox="392 1897 719 1924">Geotechnical Investigations</p> <table border="1" data-bbox="325 1939 1374 2063"> <tr> <td data-bbox="325 1939 552 2033">5.2.1 Geotechnical Testing Management</td> <td data-bbox="620 1939 1374 2063">The Lump Sum includes all expenses relating to the management of a sub-consultant to undertake the required geotechnical testing as agreed with the Client and as specified in Schedule 1 <i>Contract Scope</i> section 7.3. Payment will be</td> </tr> </table>	5.2.1 Geotechnical Testing Management	The Lump Sum includes all expenses relating to the management of a sub-consultant to undertake the required geotechnical testing as agreed with the Client and as specified in Schedule 1 <i>Contract Scope</i> section 7.3. Payment will be
5.2.1 Geotechnical Testing Management	The Lump Sum includes all expenses relating to the management of a sub-consultant to undertake the required geotechnical testing as agreed with the Client and as specified in Schedule 1 <i>Contract Scope</i> section 7.3. Payment will be		

Item	Description
5.2.2	Geotechnical Assessment (Interpretative Report)
<p>prorated over the period during which the geotechnical testing is being undertaken.</p> <p>The Lump Sum includes all expenses, with the exception only of those specifically covered in other items, relating to the investigations for, preparation and delivery of the Geotechnical Interpretive Report as specified Schedule 1 <i>Contract Scope</i> section 7.3. Payment of [80%] of the Lump Sum will be prorated on a monthly basis over the period from instruction to proceed up to the delivery of the draft Report, with the remainder being paid on Client acceptance of the final Report.</p>	
5.3	Property Requirements
<p>The Lump Sum includes all expenses relating to the property investigation and purchase requirements in accordance Schedule 1 <i>Contract Scope</i> section 7.4, including Consultant attendance and production of engagement materials at pre-acquisition landowner engagement meetings, and the necessary information for the Route Option Evaluation, Preliminary Land Requirement Plans, Property Strategy, Preliminary Land Use Plan, Licences to Occupy and Land Requirement Plans.</p> <p>Any Consultant inputs that the Client's Property Acquisition Agent requires directly for the active property acquisition process will be an additional service unless it is to clarify the existing proposal or should have been reasonably foreseen.</p> <p>Payment of the Lump Sum will be prorated on a monthly basis over the period of the Implementation Phase.</p>	
5.4	Design
5.4.1	General
<p>The Lump Sum includes all expenses relating to services referenced in Schedule 1 <i>Contract Scope</i> section 7.5.1 necessary for the satisfactory completion of the project. Payment of the Lump Sum will be prorated on a monthly basis for the duration of the phase.</p>	
5.4.2	Construction Drawings or Outline Drawings
<p>The Lump Sum includes all expenses relating to services referenced in Schedule 1 <i>Contract Scope</i> section 7.5.2, necessary for the satisfactory completion of the project.</p> <p>Payment of the Lump Sum will be made based on the percentage complete up to a maximum of 80% of the full amount. The balance remaining will be paid upon NZTA acceptance of the Construction Drawings.</p>	
5.4.3	Design Philosophy Statement
<p>The Lump Sum includes all expenses relating to services referenced in Schedule 1 <i>Contract Scope</i> section 7.5.3, necessary for the satisfactory completion of the project. Payment of Lump Sum will be made based on the percentage complete up to a maximum of 80% of the full amount. The balance remaining will be paid upon NZTA acceptance of the Construction Drawings.</p>	
5.4.4	Pavement Design Statement
<p>The Lump Sum includes all expenses relating to services referenced in Schedule 1 <i>Contract Scope</i> section 7.5.4, necessary for the satisfactory completion of the project.</p> <p>Payment of the Lump Sum will be made on Client acceptance of the Pavement Design Statement</p>	

Item	Description
5.4.5 Structure, including Geotechnical Structures, Design Statement	<p>The Lump Sum includes all expenses relating to services referenced in Schedule 1 <i>Contract Scope</i> section 7.5.5, necessary for the satisfactory completion of the project.</p> <p>Payment of Lump Sum will be made based on the percentage complete up to a maximum of 80% of the full amount. The balance remaining will be paid upon Client acceptance of the Structure Design Statement.</p>
5.4.6 RAMM System Input Forms	<p>The Lump Sum includes all expenses relating to services referenced in Schedule 1 <i>Contract Scope</i> section 7.5.6. Payment will be made on Client acceptance of the RAMM System Input Forms.</p>
5.4.7 HSIMS Data Input Forms and geotechnical asset shape and data files	<p>The Lump Sum includes all expenses relating to the production and delivery of all HSIMS Data Input Forms in accordance with Schedule 1 <i>Contract Scope</i> section 7.5.7 including all necessary measure-up survey and geotechnical asset shape and data files.</p> <p>Payment of the Lump Sum will be made on Client acceptance of the HSIMS Data Input Forms.</p>
5.4.8 Safety in Design Reviews	<p>The Unit Rate includes all expenses relating to the preparation and attendance, during the Contract, of the Safety in Design Workshops / Reviews, including maintaining a Safety in Design File. Payment of the Unit Rate will be made on completion of each workshop.</p>
5.4.9 Maintenance in Design Reviews	<p>The Unit Rate includes all expenses relating to the preparation and attendance, during the Contract, of the Maintenance in Design Workshops / Reviews, including maintaining a Maintenance in Design File. Payment of the Unit Rate will be made on completion of each workshop.</p>
5.4.10 Technical Specifications	<p>The Lump Sum includes all expenses relating to services referenced in Schedule 1 <i>Contract Scope</i> section 7.5.10, necessary for the satisfactory completion of the project.</p> <p>Payment of Lump Sum will be made based on the percentage complete up to a maximum of 80% of the full amount. The balance remaining will be paid upon NZTA acceptance of the Technical Specifications.</p>
5.4.11 Urban and Landscape Design Framework	<p>The Lump Sum includes all expenses relating to the investigations for, and preparation and delivery of, the Urban and Landscape Design Framework. Payment will be made on Client acceptance of the Framework.</p>
5.4.12 Design Certificates	<p>The Lump Sum includes all expenses relating to services referenced in Schedule 1 <i>Contract Scope</i> section 7.5.12, necessary for the satisfactory completion of the project. Payment of the Lump Sum will be made on Client acceptance of the Design Certificates.</p>
5.4.13 Final Design Report	<p>The Lump Sum includes all expenses relating to services referenced in Schedule 1 <i>Contract Scope</i> section 7.5.13, necessary for the satisfactory completion of the project.</p> <p>Payment of the Lump Sum will be made based on the percentage complete up to a maximum of 80% of the full</p>

Item	Description
	amount. The balance remaining will be paid upon Client acceptance of the Final Design Report.
5.5	Statutory Approvals
5.5.1	Preparation of Consenting Strategy and applications for resource consents and other statutory approvals
	<p>The Lump Sum includes all expenses, except lodgement fees, relating to the preparation of a consenting strategy, development and lodgement of resource consents and other statutory approval applications. This includes consultation and liaison with the Client, consent authority staff and provision of adequate information to the satisfaction of the consent authority (before and after lodgement).</p> <p>Payment of the Lump Sum will be made on the confirmation of the lodged application by the consent authority. Council lodgement fees will be paid as a reimbursable expense.</p>
5.5.2	Technical investigations and assessments to support statutory approvals
	<p>The Lump Sum includes all expenses relating to the preparation of technical assessments, management plans and mitigation plans/design to support the AEE and/or other statutory approvals, as referenced in Schedule 1 <i>Contract Scope</i> section 7.6.2. This includes liaison with the Client's legal, Planning and Environmental and Urban Design teams.</p> <p>Payment of [70%] of the Lump Sums will be prorated on a monthly basis over the period from instruction to proceed up to the delivery of the draft technical assessments with the remainder being paid on Client acceptance of the final technical assessments.</p>
5.5.2.1	Assessment of Effects on the Environment
	<p>The Lump Sum includes all expenses relating to the preparation of AEEs, including liaison with consenting authority staff and provision of adequate information to the satisfaction of the NZTA planning representative and the consenting authority. The Lump Sum should allow for the preparation of supporting material for consideration of alternatives, engagement and consultation undertaken to date and include an assessment of effects, staging and geotechnical issues.</p> <p>Payment of the Lump Sum will be made on acceptance of the application by the relevant authority. Council and other lodgement fees will be paid as a reimbursable expense.</p>
5.5.3	Building Consent/Waiver request Documentation
	<p>The Lump Sum includes all expenses relating to services referenced in Schedule 1 <i>Contract Scope</i> section 7.6.3 (5), necessary for the satisfactory completion of the project.</p> <p>Payment of the Lump Sum will be made on Client acceptance of the Building Consent Documentation.</p>
5.6	Prepare Draft Social and Environmental Management Plans
	<p>The Lump Sum includes all expenses relating to the drafting and preparation of the Social and Environmental Management Plan as specified in Schedule 1 <i>Contract Scope</i> section 7.7</p>
5.7	Tender Documentation
	<p>The Lump Sum includes all expenses relating to the preparation and delivery of the physical works tender documentation in accordance with Schedule 1 <i>Contract Scope</i> section 7.9, including, but not limited to, the customising of the appropriate standard contract proforma (from the NZTA <i>Construction Contract Proforma</i></p>

Item	Description
	<p><i>Manual</i> (SM031), and producing comprehensive specifications and payment schedules.</p> <p>Payment of the Lump Sum will be made on Client acceptance of the final physical works tender document including specifications.</p>
5.8	<p>Accompanying Documentation</p> <p>The Lump Sum includes all expenses relating to the preparation and provision of the documentation specified in Schedule 1 <i>Contract Scope</i> section 7.11</p>
6	Implementation
6.1	<p>Tender Administration and Evaluation</p> <p>The Lump Sum includes all expenses relating to the tender administration and evaluation of the physical works contract(s), in accordance with Schedule 1 <i>Contract Scope</i> section 8.2. Payment of the Lump Sum will be made on Client acceptance of Tender Evaluation Report.</p>
6.2	Management and Surveillance of the Physical Works
6.2.1 General	<p>The Lump Sum includes all expenses relating to the contract management and surveillance of the physical works, in accordance with Schedule 1 <i>Contract Scope</i> section 8.3.1.</p> <p>Payment of [90%] of the Lump Sum will be prorated, on a monthly basis, over the period of the physical works contract. The remainder will be paid on issue of the Final Completion Certificate and Client acceptance of the Final Construction Report.</p>
6.2.2 Project Management Board (PMB) Meetings	<p>The Lump Sum includes all expenses relating to arranging and organising bi-monthly PMB meetings or when required, in accordance with Schedule 1 <i>Contract Scope</i> section 8.3.5. The Lump Sum includes the Consultant's time throughout the duration of the construction period. Payment of the Lump Sum will be prorated, on a monthly basis, over the period of the physical works contract.</p>
6.2.3 As-built Drawings	<p>The Lump Sum includes all expenses relating to the production and delivery of the as-built drawings in accordance with PSG/9. Payment of the Lump Sum will be made on Client acceptance of the as-built drawings.</p> <p>Payment of Lump Sum will be made based on the percentage complete up to a maximum of 80% of the full amount. The balance remaining will be paid upon acceptance of the final As-built Drawings.</p>
6.2.4 Road Construction Information Forms	<p>The Lump Sum includes all expenses relating to the production and delivery of the Road Construction Information Forms, in accordance with PSF/3b including all necessary measure-up survey.</p> <p>Payment of the Lump Sum will be made on Client acceptance of the completed Road Construction Update Forms. Where these are not delivered in accordance with Schedule 2 <i>Programme for Deliverables</i> the Client may request the</p>

Item	Description
	Network Outcomes Contractor to complete the Road Construction Update Forms.
6.2.5	RAMM Data Updates The Lump Sum includes all expenses relating to the delivery of completed RAMM Data Updates in accordance with Schedule 1 <i>Contract Scope</i> section 8.4.3.
6.2.6	Highway Structures Information Management System Update Sheets The Lump Sum includes all expenses relating to the completion and delivery of the HSIMS updates in accordance with Schedule 1 <i>Contract Scope</i> section 8.4.4.
6.2.7	Construction Review Certificates The Lump Sum includes all expenses relating to services referenced in Schedule 1 <i>Contract Scope</i> section 8.4.5, necessary for the satisfactory completion of the project. Payment of the Lump Sum will be made on Client acceptance of the Construction Review Certificates.
6.2.8	Asset Owner's Manual The Lump Sum includes all expenses relating to the production and delivery of the Asset Owner's Manual, in accordance with Schedule 1 <i>Contract Scope</i> section 8.4.6. Payment of [50%] of the Lump Sum will be made on Client acceptance of the draft Asset Owner's Manual and remainder to be paid on acceptance of the Final Asset Owner's Manual.
6.2.9	Final Construction Report The Lump Sum includes all expenses relating to the preparation and delivery of the Final Construction Report for the completed project, in accordance with the requirements as specified in Schedule 1 <i>Contract Scope</i> section 4.17.5. Payment of the Lump Sum will be made on Client acceptance of the Report.
6.3	Property Requirements The Lump Sum includes all expenses relating to the undertaking of the requirements of Schedule 1 <i>Contract Scope</i> section 8.5. Payment of [50%] will be made following issue of the Practical Completion Certificate, with the remainder to be paid on acceptance of deliverables under Schedule 2 <i>Programme for Deliverables</i> .
6.4	Road Safety Audit The Lump Sum includes all expenses relating to the arrangement and completion of a Road Safety Audit in accordance with the requirements in Schedule 1 <i>Contract Scope</i> section 8.6.
6.5	Temporary Detours The Lump Sum includes all expenses relating to the arrangement and completion of a Road Safety Audit in accordance with the requirements Schedule 1 <i>Contract Scope</i> section 8.7
7	STANDARD SPECIFICATION – Bridges, geotechnical structures and other significant highway structures
7.1	General

Item	Description
	<p>The Lump Sum includes all expenses relating to services referenced in Section 1.0 of the NZTA Standard Specification <i>Management of State Highway Bridges, Geotechnical Structures and Other Significant Structures</i> found on the Highways Information Portal, necessary for the satisfactory completion of the project, subject to any amendments specified in the Contract Scope.</p> <p>Payment of the Lump Sum will be prorated on a monthly basis for the duration of the phase.</p>
7.2.	<p><<as per scheduled item>></p> <p><<as per scheduled item>></p>
7.2.1	<p><<as per scheduled item>></p>

8 GEOTECHNICAL TESTING

P.S. The type of testing and method of payment shall be negotiated during the contract period.

<<OR if you have chosen some scheduled items>> When the final geotechnical testing schedule has been agreed, the following basis of payment sections relating to those items within the agreed schedule, will apply.

S.O.R. Payment for testing shall be on a Schedule of Rates (SOR) basis. Payment shall be made on the basis of the testing results presented in the Geotechnical Investigation and Testing Results Report (Factual Report). Unless otherwise stated, all material descriptions shall be in accordance with the current NZ Geotechnical Society Inc. (NZGS) *Field Description of Soil and Rock*. Sampling and core handling shall be undertaken in accordance with the New Zealand Ground Investigation Specification, Volume 1: Master Specification. Where a different test method has been adopted, this shall be clearly stated with reasoning.

Where the Tenderer has entered a zero rate on the Schedule for any included item or part thereof, payment for any work instructed under this item is deemed to be included elsewhere in the Pricing Schedule and no additional payment shall be made until the extent of testing specified in the full Geotechnical Testing Schedule has been exceeded.

All traffic management requirements shall be in accordance with the *Code of Practice for Temporary Traffic Management*.

Within the Schedule the following terms are defined:

NZGS means The New Zealand Geotechnical Society Inc.

Logged means the assessment and identification of materials within test pits and boreholes by an appropriately qualified engineer or engineering geologist adopting the material descriptions in accordance with the NZGS *Field Description of Soil and Rock* and *BS5930: 2015 Code of practice for ground investigations*, British Standards Institution, for aspects not covered by the NZGS.

Photograph(ed) means the provision of photographs clearly showing details of the ground conditions within pavement test pits and investigation test pits. Exposure shall be such that the materials can be clearly seen and photographs shall include a legible reference board identifying the test location and date together with a legible scale or tape measure within the test pit. One colour print shall be provided for each test pit. For cored boreholes, photographs shall be taken before cutting/breaking/handling that forms part of the logging process and shall include a legible reference board incorporating the project title, borehole number, date and

Item	Description	
	<p>depth, together with a graduated scale and standard colour chart. Where core deconstruction for logging purposes reveals any aspects of interest, further photographs shall be provided. Rates shall include for all necessary equipment and lighting to provide clear legible photographs and the provision of a standard colour chart with the factual report.</p>	
	<p>Reported means the provision of a factual report standard log checked and approved for issue and shall include for all costs associated with compiling and presenting logs. This shall include uploading to the NZ Geotechnical Database (following approval by NZTA). Test pit and borehole logs shall include those items detailed in BS5930:2015 for borehole logs. Test results shall be reported as required by the appropriate NZS, BS standard, or ASTM standard and rates shall include for all costs associated with compiling and presenting results.</p>	
	<p>Standpipe Piezometer means a tube or pipe with a perforated end section surrounded by or wrapped with a filter. The perforated section shall be located within a sand pocket sealed and grouted within a borehole.</p>	
	<p>Stored for testing means that samples are protected from frost, excessive temperature variation and moisture migration. This will require samples to be appropriately sealed within sample containers and kept within the temperature range of 5°C and 40°C with daily temperature variation limited to a maximum of 20°C.</p>	
	<p>Field works for the purposes of monitoring installed standpipes and standpipe piezometers, shall refer to the period between installation and the disestablishment from the site at the end of all exploratory hole works; namely pavement test pits, investigation test pits, boreholes, CPT test and auger/ DCP test holes.</p>	
	<p>Solid Core drilling shall mean rotary drilling meeting the general requirements of <i>BS4019: 1999 Rotary core drilling equipment</i> and providing good quality core of not less than 50mm diameter core size.</p>	
8.1	Scala Penetrometer, and Hand Auger	
8.1.1	Dynamic Cone Penetrometer (DCP) (1.5m maximum)	Payment shall be Unit Rate for any DCP up to 1.5m depth performed and reported in accordance with <i>NZS4402: 1988 Methods of Testing Soils for Civil Engineering Purposes</i> Test 6.5.2.
8.1.2	Hand Auger Excavation (4m maximum)	Payment shall be Unit Rate for any Hand Auger excavation up to 4m depth performed, logged and reported, including backfilling with excavated material.
8.1.3	Disturbed sample for laboratory testing	Payment shall be Unit Rate for any disturbed field sample taken and stored for testing and reported as part of 8.1.2. Sample size shall be in accordance with NZS4402 1988 or NZS440 1991 and sufficient material of similar properties for tests listed below.
8.2	Pavement Tests	
8.2.1	Testpit Excavation (nominally 600mm deep)	Payment shall be Unit Rate for any Pavement Test Pit to the base of pavement materials and 100mm minimum into underlying subgrade (nominal total depth 600mm) performed, logged, photographed, and reported. The rate shall include for all establishment and disestablishment costs of plant and equipment, immediate replacement and re-compaction of materials and reinstatement of pavement to the satisfaction of the Client. Materials and methodology shall be such that the

Item	Description	
		reinstatement shall be of a standard of no less than that existing prior to excavation of the test pit.
8.2.2	Density (field NDM)	Payment shall be Unit Rate for any field NDM density (NZS 4407:1991 Test 4.2.1 or 4.2.2) performed and reported as part of 8.2.1.
8.2.3	Disturbed sample for Laboratory Testing	Payment shall be Unit Rate for any field sample taken and stored for testing and reported as part of 8.2.1. Sample size shall be in accordance with NZS4402 1988 or NZS4407:1994 sufficient material of similar properties for tests listed in this schedule.
8.2.4	Benkleman Beam Testing ([20m] Spacing - Both lanes)	Payment shall be on a single lane kilometre rate for Benkleman Beam testing (with tests at nominal 20m spacing) performed and reported.
8.2.5	Falling Weight Deflectometer ([20m] Spacing - Single Lane)	Payment shall be on a single lane kilometre rate for Falling Weight Deflectometer (FWD) testing (with tests at nominal 20m spacing) performed and reported to permit assessment using Austroads generalised mechanistic procedure and the New Zealand Supplement (July 1997). Rate shall include for the provision of electronic and hard copy data.
8.3	Investigation Test Pit	
8.3.1	Excavation (4m maximum)	Payment shall be Unit Rate for any Investigation Test Pit (machine excavator) of depth up to 4m performed, logged, photographed, and reported. The rate shall include for all establishment and disestablishment costs of plant and equipment, and backfilling with excavated materials.
8.3.2	Density (Field) NDM	Payment shall be Unit Rate for any field NDM density (NZS 4407:1991 Test 4.2.1 or 4.2.2) performed and reported as part of 8.3.1.
8.3.3	Disturbed sample for Laboratory Testing	Payment shall be Unit Rate for any disturbed field sample taken and stored for testing and reported as part of 8.3.1.
8.3.4	Undisturbed sample for Laboratory Testing	Payment shall be the Unit Rate for any undisturbed field sample taken and stored for testing and reported as part of 8.3.1.
8.3.5	Hand Shear Vane Test	Payment shall be Unit Rate for any hand shear vane test (peak and residual) performed in accordance with the 'Guideline for Hand Held Shear Vane Test' published by the NZGS, and reported, including any correction factor, as part of 8.3.1
8.4	Lab Testing	
8.4.1	Water Content - Natural	Payment shall be Unit Rate for any Water Content test performed and reported in accordance with NZS 4402:1986 Test 2.1.

Item	Description	
8.4.2	Atterberg Limits (inclusive of natural moisture content)	Payment shall be Unit Rate for any Atterburg Limits test and natural moisture content test performed and reported in accordance with NZS 4402:1986 Test 2.1, 2.2, 2.3 and 2.4.
8.4.3	Grading by Wet Sieving	Payment shall be Unit Rate for any Particle Size Distribution performed and reported in accordance with NZS4402:1986 Test 2.8.1.
8.4.4	Grading by Dry Sieving	Payment shall be Unit Rate for any Particle Size Distribution performed and reported in accordance with NZS4402:1986 Test 2.8.2.
8.4.5	Grading (Fine Soils)	Payment shall be Unit Rate for any Particle Size Distribution for fine soils performed and reported in accordance with NZS 4402:1986 Test 2.8.3 or 2.8.4.
8.4.6	Consolidation Test (oedometer)	Payment shall be Unit Rate for any Consolidation test performed and reported in accordance with NZS 4402:1986 Test 7.1.
8.4.7	Triaxial (Unconsolidated Undrained (UU) - 3 specimens) (38mm diameter)	Payment shall be Unit Rate for any Triaxial test (unconsolidated undrained, three specimens) performed and reported in accordance with NZS 4402: 1986 Test 6.2.1.
8.4.8	Triaxial (Unconsolidated Undrained (UU) - single specimen) (38mm diameter)	Payment shall be Unit Rate for any Triaxial test (unconsolidated undrained, single specimen) performed and reported in accordance with NZS 4402: 1986 Test 6.2.1.
8.4.9	Triaxial (Consolidated Undrained - 3 specimens)	Payment shall be Unit Rate for any Triaxial test (consolidated undrained, three specimens) performed and reported in accordance with NZS 4402:1986 Test 6.2.1.
8.4.10	CBR Test - Natural (Soaked or Unsoaked)	Payment shall be Unit Rate for any laboratory CBR test performed and reported in accordance with NZS 4402:1986 Test 6.1.2. A test sample may be at natural or reconstituted at field density, visually assessed optimum or such other water content as deemed appropriate and reported. Rate shall include for either soaked or unsoaked conditioning.
8.4.10a	CBR Test – Optimum (Soaked or Unsoaked)	Payment shall be Unit Rate for any laboratory CBR test performed and reported in accordance with NZS 4402:1986 Test 6.1.1 or NZS 4407:1994 Test 3.15. Determination of optimum shall be made under separate section 9.4.11 or 9.4.12 below. Rate shall include for either soaked or unsoaked conditioning.
8.4.11	Extra over 8.4.9 for Lime or Cement Modified (Optimum or Natural)	Payment shall be additional to (extra over) 8.4.9 for any materials used for a modified CBR test (lime, cement, other) performed under 8.4.9 .

Item	Description	
8.4.12	NZ Standard/Heavy Compaction Test	Payment shall be Unit Rate for any NZ Standard or Heavy Compaction test performed and reported in accordance with NZS 4402:1986 Test 4.1.1 or 4.1.2.
8.4.12a	NZ Vibrating Hammer Compaction Test	Payment shall be made at a unit rate for each test sequence using the vibrating hammer performed and reported in accordance with NZS 4402: 1986 Test 4.1.3.
8.4.13	Unconfined Compressive Strength (UCS) with modulus and Poisson ratio	Payment shall be Unit Rate for each UCS test with modulus and poisson ratio measurements performed and reported in accordance with ISRM Commission of Standardization of Laboratory and Field Tests. Suggested Methods of Determining the Uniaxial Compressive strength and Deformability of Rock Materials. Results reported shall include wet and dry density.
8.4.14	Unconfined Compressive Strength (UCS) without modulus and Poisson ratio	Payment shall be Unit Rate for each UCS test without modulus and poisson ratio measurements performed and reported in accordance with ISRM Commission of Standardization of Laboratory and Field Tests. Suggested Methods of Determining the Uniaxial Compressive strength and Deformability of Rock Materials. Results reported shall include wet and dry density.
8.4.15	Indirect Tensile Strength Test	Payment shall be Unit Rate for each Indirect Tensile Strength Test by Brazilian Disc method performed and reported in accordance with ISRM Commission on Standardization of Laboratory and Field Tests. Suggested Methods for Determining the Tensile Strength of Rock Materials.
8.4.16	Abrasion Test	Payment shall be Unit Rate for each Abrasiveness Test by Los Angeles Abrasion method carried out in accordance with ISRM Commission on Standardization of Laboratory and Field Tests. Suggested Methods for Determining Hardness and Abrasiveness of Rocks.
8.4.17	Density of Rock Core (Bulk and Dry)	Payment shall be Unit Rate for each density test carried out in accordance with ISRM Commission on Standardization of Laboratory and Field Tests. Suggested Methods for Determining Water Content, Porosity, Density, Absorption and Related Properties and Swelling and Slake-Durability Index Properties.
8.5	Cone Penetrometer Testing	
8.5.1	Static Cone Penetrometer (CPT) Rig Establishment and Disestablishment	Payment shall be Lump Sum for the establishment and disestablishment of a 20 tonne Static Cone Penetration Test (CPT) rig and associated plant and equipment on the site.
8.5.2	CPT set-up at Test Location	Payment shall be Unit Rate for setting up at the location of each test location.
8.5.3	Extra over 8.5.2 for Preparation and Saturation of Piezocone	Payment shall be additional to (extra over) 8.5.2 for Preparation and Saturation of Piezocone.

Item	Description	
8.5.4	CPT Test (20m Max Depth)	Payment shall be Unit Rate for the total length of CPT testing undertaken and reported in accordance with NZS 4402:1986 Test 6.5.3 (20m maximum depth). CPT logs shall include the provision of electronic and hard copies of data and calibration certificate.
8.5.5	CPTu Test (20m Max Depth)	Payment shall be Unit Rate for the total length of CPT testing carried out with the inclusion of piezometric measurements made during testing at the cone (CPTu) undertaken and reported in accordance with NZS 4402:1986 Test 6.5.3 (20m maximum depth). CPTu logs shall include the provision of electronic and hard copies of data and calibration certificate.
8.5.6	Dissipation Test (in CPTu)	Payment shall be Unit Rate for each Dissipation Test undertaken in a CPTu. Dissipation tests shall include the provision of electronic and hard copies of data and calibration certificate.
8.5.7	Extra over 8.5.6 for Dissipation Test (in CPTu)	Payment shall be additional to (extra over) 8.5.6 for Dissipation Test (in CPTu).
8.5.8	Standpipe (in CPT or CPTu)	Payment shall be Unit Rate for each Simple Standpipe placed (but not grouted) in a completed CPT probe hole and shall include protective lockable cover appropriately concreted in place.
8.6	Borehole	
8.6.1	Drilling Rig Establishment and Disestablishment	Payment shall be Lump Sum for the establishment and disestablishment of a machine drilling rig and associated plant and equipment on the project site.
8.6.2	Drilling Rig Set-up at Borehole Location	Payment shall be Unit Rate for setting up at the location of each borehole within the site.
8.6.3	Wash Drilling ([50m] Max Depth)	Payment shall be Unit Rate (per metre) for the total length of wash drilling undertaken, logged and reported, including backfilling with arisings (maximum depth 50m).
8.6.4 8.6.4a	Solid Core Recovery - Soil	Payment shall be Unit Rate (per metre) for the total length of core drilling undertaken achieving a minimum core recovery of [80%] of the drilled length (maximum depth 50m).
8.6.5 8.6.5a	Solid Core Recovery – Rock	Payment shall be Unit Rate (per metre) for the total length of core drilling undertaken achieving a minimum core recovery of {80%} of the drilled length (maximum depth 50m).
8.6.6	Extra Over 8.6.5 and 8.6.5a for solid core recovery in rock at HQ size	Payment shall be Unit Rate (per metre) paid additional to (extra over) 8.6.5, for drilling/coring in rock undertaken achieving a minimum core recovery of [80%] of the drilled length at HQ size (Unconfined strength greater than 5 Mpa, or dense gravels SPT N > 50 for 150mm total penetration) (maximum depth 50m).

Item	Description	
8.6.7	Extra Over 8.6.5 and 8.6.5a for core recovery at PQ Size	Payment shall be Unit Rate (per metre) paid additional to (extra over) 8.6.5 , for drilling/coring in rock undertaken achieving a minimum core recovery of [80%] of the drilled length at PQ size (Unconfined strength greater than 5 Mpa, or dense gravels SPT N > 50 for 150mm total penetration) (maximum depth 50m).
8.6.8 8.6.8a	Standard Penetration Test (Borehole, Solid or Hollow Nose Raymond)	Payment shall be Unit Rate for each Standard Penetration Test (SPT) undertaken in accordance with NZS 4402:1986 Test 6.5.1 and reported in association with boreholes. This shall include the sample from the Hollow Nose and reporting of hammer efficiency (undertaken and conducted in accordance with ASTM D4633-10), including calibration chart.
8.6.9	Down Hole Shear Vane (20m max Depth)	Payment shall be Unit Rate for each down hole Vane Shear Strength Test undertaken in accordance with BS1377-9: 1990 Amendment No 1, Methods of test for soils for civil engineering purposes Test Method 4.4, and 'Guideline for Hand Held Shear Vane Test' published by the NZGS, and reported in association with boreholes (tests to 20m maximum depth) and including drilling rig standing time.
8.6.10	50mm diameter Standpipe Piezometer (Borehole, up to [2] per Hole)	Payment shall be Unit Rate for each standpipe piezometer placed with a 2m maximum sand pocket, sealed and grouted and reported in association with boreholes, including protective lockable cover appropriately concreted in place and daily monitoring after installation for the duration of the field works.
8.6.11	Falling or Rising Head Permeability Test in Borehole	Payment shall be Unit Rate for each Falling or Rising Head Permeability Test undertaken and reported in accordance with BS 5930:1999 in a borehole and including drilling rig standing time
8.6.12	Log and Photograph Core ([40m] Max Depth)	Payment shall be Unit Rate for logging, photographing and reporting each cored hole drilled (maximum depth 40m). Rate shall include for the provision of electronic and hard copy data.
8.7	Miscellaneous and General (Client to Detail)	
8.7.1	Traffic Management Plan, Mobilisation and Demobilisation	Payment shall be Lump Sum for the production of a Traffic Management Plan and the mobilisation and demobilisation of traffic management systems, in accordance with the <i>Code of Practice for Temporary Traffic Management</i> .
8.7.2	Core storage after photographing and logging Payment shall be the Unit Rate for storage of solid core in core boxes protected from frost and excessive temperature variation and moisture migration and kept within the temperature range of +5°C and +40°C with daily temperature variation limited to 20°C	
8.8	Miscellaneous (Tenderer to Detail as Applicable)	

Item	Description
	Tenderers shall provide detail and the basis of payment for any tests not provided for elsewhere in the Schedule, or for testing and drilling to depths greater than those covered by the Schedule.
8.9	Investigation and Testing Report
8.9.1	<p data-bbox="392 423 587 573">Geotechnical Investigations and Testing Results (Factual Report)</p> <p data-bbox="619 423 1362 573">The factual report shall contain a brief description of the works carried out, including reference to the standards adopted for works and testing, exploratory hole logs, in-situ test records, laboratory test results, site location plan and plan identifying location of exploratory hole undertaken</p> <p data-bbox="619 591 1362 741">The report shall include valid calibration certificates (issued within the last 12 months at the date of testing) for SPT hammer efficiency (undertaken and conducted in accordance with ASTM D4633-10), for each and every hammer used: with applicable hammer identified on each borehole log.</p> <p data-bbox="619 759 1362 1122">Cone Penetrometer Test cone calibration certificates shall be included for each and every cone used with test logs annotated with applicable cone. Calibration of the equipment shall be in accordance with the manufacturer's instructions and with ASTM D5778-12. The Lump Sum shall include for the locating of each exploratory hole in terms of NZ grid and longitude/latitude co-ordinates to accuracy of 1m and reduced level of the ground at the exploratory hole location and the reduced level of any standpipe or piezometer protective cover to within 0.05m. The Lump Sum shall include for uploading of data to the NZ Geotechnical Database (following approval by NZTA).</p> <p data-bbox="619 1140 1362 1200">Payment of the Lump Sum will be made on acceptance of the factual report for the geotechnical investigations.</p>
9	RANDOM VERIFICATION TESTING
P.S.	<p data-bbox="392 1301 1362 1361">The type of testing and method of payment shall be negotiated during the contract period.</p> <p data-bbox="392 1379 1362 1464"><<OR if you have chosen some scheduled items>> When the final RVT schedule has been agreed, the following basis of payment sections relating to those items within the agreed schedule, will apply.</p>
S.O.R.	<p data-bbox="392 1505 1362 1771">Payment for testing shall be on a Schedule of Rates (SOR) basis. Payment shall be made on the basis of the testing results presented in the Random Verification Assessment Report Part 1 (Factual Report). Unless otherwise stated, all material descriptions shall be in accordance with the current NZ Geotechnical Society Inc. (NZGS) <i>Field Description of Soil and Rock</i>. Sampling shall be undertaken in accordance with NZS 4407:1991. Sampling and core handling shall be undertaken in accordance with the New Zealand Ground Investigation Specification, Volume 1: Master Specification. Where a different test method has been adopted, this shall be clearly stated with reasoning.</p> <p data-bbox="392 1792 1362 1942">Where the Tenderer has entered a zero rate on the Schedule for any included item or part thereof, payment for any work instructed under this item is deemed to be included elsewhere in the Pricing Schedule and no additional payment shall be made until the extent of testing specified in the full RVT Schedule has been exceeded.</p> <p data-bbox="392 1962 1362 2022">All traffic management requirements shall be in accordance with the <i>Code of Practice for Temporary Traffic Management</i>.</p> <p data-bbox="392 2042 1362 2074">Within the schedule the following terms are defined:</p>

Item	Description	
	NZGS means The New Zealand Geological Society Inc.	
	Logged means the assessment and identification of materials within test pits and boreholes by an appropriately qualified engineer or engineering geologist adopting the material descriptions in accordance with the NZGS <i>Field Description of Soil and Rock</i> and <i>BS5930: 2015 Code of Practice for ground Investigations</i> , British Standards Institution, for aspects not covered by the NZGS.	
	Photograph(ed) means the provision of photographs clearly showing details of the ground conditions within investigation test pits. Exposure shall be such that the materials can be clearly seen and photographs shall include a legible reference board identifying the test location and date together with a legible scale or tape measure within the test pit. One colour print shall be provided for each test pit. Rates shall include for all necessary equipment and lighting to provide clear legible photographs and the provision of a standard colour chart with the factual report.	
	Reported means the provision of a factual report standard log checked and approved for issue and shall include for all costs associated with compiling and presenting logs. Test results shall be reported as required by the appropriate NZS or BS standard and rates shall include for all costs associated with compiling and presenting results.	
9.1	Dynamic Cone Penetrometer, and Hand Auger	
9.1.1	Dynamic Cone Penetrometer (1.5m maximum)	Payment shall be Unit Rate for any DCP up to 1.5m depth performed and reported in accordance with <i>NZS4402: 1988 Methods of Testing Soils for Civil Engineering Purposes</i> Test 6.5.2.
9.1.2	Hand Auger Excavation (4m maximum)	Payment shall be Unit Rate for any Hand Auger excavation up to 4m depth performed, logged and reported, including backfilling with excavated material.
9.1.3	Disturbed sample for laboratory testing	Payment shall be Unit Rate for any field sample taken, stored for testing and reported as part of 9.7.1. Sample size shall be in accordance with NZS4402:1986 or NZS440 1991 and sufficient material of similar properties for tests listed below.
9.2	Investigation test pit	
9.2.1	Excavation (4m maximum)	Payment shall be Unit Rate for any Investigation Test Pit (machine excavator) of depth up to 4m performed, logged, photographed, and reported. The rate shall include for all establishment and disestablishment costs of plant and equipment, and backfilling with excavated materials.
9.2.2	Density (Field) NDM	Payment shall be Unit Rate for any field NDM density (NZS 4407:1991 Test 4.2.1 or 4.2.2) performed and reported as part of 10.7.1.
9.2.3	Disturbed sample for Laboratory Testing	Payment shall be Unit Rate for any field sample taken, stored for testing and reported as part of 10.7.1.
9.2.4	Undisturbed sample for Laboratory Testing	Payment shall be the Unit Rate for any undisturbed field sample taken and stored for testing and reported as part of 9.2.1.

Item	Description	
9.2.5	Hand Shear Vane Test	Payment shall be Unit Rate for any hand shear vane test (peak and residual) performed in accordance with the 'Guideline for Hand Held Shear Vane Test' published by the NZGS, and reported, including any correction factor, as part of 9.2.1.
9.3	Lab testing	
9.3.1	Water Content - Natural	Payment shall be Unit Rate for any Water Content test performed and reported in accordance with NZS 4402:1986 Test 2.1.
9.3.2	Atterberg Limits (inclusive of natural moisture content)	Payment shall be Unit Rate for any Atterburg Limits test and natural moisture content test performed and reported in accordance with NZS 4402:1986 Test 2.1, 2.2, 2.3 and 2.4.
9.3.3	Grading by Wet Sieving	Payment shall be Unit Rate for any Particle Size Distribution performed and reported in accordance with NZS4402:1986 Test 2.8.1.
9.3.4	Grading by Dry Sieving	Payment shall be Unit Rate for any Particle Size Distribution performed and reported in accordance with NZS4402:1986 Test 2.8.2.
9.3.5	Grading (Fine Soils)	Payment shall be Unit Rate for any Particle Size Distribution for fine soils performed and reported in accordance with NZS 4402:1986 Test 2.8.3 or 2.8.4.
9.3.6	CBR Test - Natural (Soaked or Unsoaked)	Payment shall be Unit Rate for any laboratory CBR test performed and reported in accordance with NZS 4402:1986 Test 6.1.2. A test sample may be at natural or reconstituted at field density, visually assessed optimum or such other water content as deemed appropriate and reported. Rate shall include for either soaked or unsoaked conditioning.
9.3.7	CBR Test – Optimum (Soaked or Unsoaked)	Payment shall be Unit Rate for any laboratory CBR test performed and reported in accordance with NZS 4402:1986 Test 6.1.1 or NZS 4407:1994 Test 3.15. Determination of optimum shall be made under separate section 9.4.11 or 9.4.12 below. Rate shall include for either soaked or unsoaked conditioning.
9.3.8	Extra over 10.3.6 for Lime or Cement Modified (Optimum or Natural)	Payment shall be additional to (extra over) 10.3.6 for any materials used for a modified CBR test (lime, cement, other) performed under 9.3.6.
9.3.9	Hand Shear Vane Test	Payment shall be Unit Rate for any hand shear vane test (peak and residual) performed in accordance with the 'Guideline for Hand Held Shear Vane Test' published by the NZGS, and reported, including any correction factor, as part of 9.7.1.
9.3.10	NZ Standard/Heavy Compaction Test	Payment shall be Unit Rate for any NZ Standard or Heavy Compaction test performed and reported in accordance with NZS 4402:1986 Test 4.1.1 or 4.1.2.

Item	Description	
9.3.11	NZ Vibrating Hammer Compaction Test	Payment shall be made at a unit rate for each test sequence using the vibrating hammer performed and reported in accordance with NZS 4402: 1986 Test 4.1.3.
9.3.12	Unconfined Compressive Strength (UCS) with modulus and Poisson ratio	Payment shall be Unit Rate for each UCS test with modulus and Poisson ratio measurements performed and reported in accordance with ISRM Commission of Standardization of Laboratory and Field Tests. Suggested Methods of Determining the Uniaxial Compressive strength and Deformability of Rock Materials. Results reported shall include wet and dry density.
9.3.13	Unconfined Compressive Strength (UCS) without modulus and Poisson ratio	Payment shall be Unit Rate for each UCS test without modulus and Poisson ratio measurements performed and reported in accordance with ISRM Commission of Standardization of Laboratory and Field Tests. Suggested Methods of Determining the Uniaxial Compressive strength and Deformability of Rock Materials. Results reported shall include wet and dry density.
9.3.14	Indirect Tensile Strength Test	Payment shall be Unit Rate for each Indirect Tensile Strength Test by NZTA T/19.
9.3.15	Abrasion Test	Payment shall be Unit Rate for each Abrasiveness Test by Los Angeles Abrasion method carried out in accordance with ISRM Commission on Standardization of Laboratory and Field Tests. Suggested Methods for Determining Hardness and Abrasiveness of Rocks.
9.3.16	Density of Rock Core (Bulk and Dry)	Payment shall be Unit Rate for each density test carried out in accordance with ISRM Commission on Standardization of Laboratory and Field Tests. Suggested Methods for Determining Water Content, Porosity, Density, Absorption and Related Properties and Swelling and Slake-Durability Index Properties.
9.4	Miscellaneous testing	
9.4.1	Benkleman Beam Testing ([20m] Spacing - Both lanes)	Payment shall be on a single lane kilometre rate for Benkleman Beam testing (with tests at nominal 20m spacing) performed and reported.
9.4.2	Falling Weight Deflectometer ([20m] Spacing - Single Lane)	Payment shall be on a single lane kilometre rate for Falling Weight Deflectometer (FWD) testing (with tests at nominal 20m spacing) performed and reported to permit assessment using Austroads generalised mechanistic procedure and the New Zealand Supplement (July 1997). Rate shall include for the provision of electronic and hard copy data.
9.5	Miscellaneous and general (Client to detail)	
9.5.1	Traffic Management Plan, Mobilisation and Demobilisation	Payment shall be Lump Sum for the production of a Traffic Management Plan and the mobilisation and demobilisation of traffic management systems, in accordance with the <i>Code of Practice for Temporary Traffic Management</i> .

Item	Description		
9.6	<p>Miscellaneous (Tenderer to Detail as Applicable)</p> <p>Tenderers shall provide detail and the basis of payment for any tests not provided for elsewhere in the Schedule, or for testing and drilling to depths greater than those covered by the Schedule.</p>		
9.7	<p>Assessment of Results and Report</p> <p>The Random verification Assessment Report shall comprise two separate parts:</p>		
9.7.1	<table border="1"> <tr> <td data-bbox="392 546 683 696">Part 1: Random verification Investigations and Testing Results (Factual Report)</td> <td data-bbox="692 546 1378 779"> <p>The factual report shall contain a brief description of the works carried out, including reference to the standards adopted for works and testing, and site location plan, date and time of testing.</p> <p>Payment of the Lump Sum will be made on acceptance of the factual report for the random verification investigations.</p> </td> </tr> </table>	Part 1: Random verification Investigations and Testing Results (Factual Report)	<p>The factual report shall contain a brief description of the works carried out, including reference to the standards adopted for works and testing, and site location plan, date and time of testing.</p> <p>Payment of the Lump Sum will be made on acceptance of the factual report for the random verification investigations.</p>
Part 1: Random verification Investigations and Testing Results (Factual Report)	<p>The factual report shall contain a brief description of the works carried out, including reference to the standards adopted for works and testing, and site location plan, date and time of testing.</p> <p>Payment of the Lump Sum will be made on acceptance of the factual report for the random verification investigations.</p>		
9.7.2	<table border="1"> <tr> <td data-bbox="392 815 683 904">Part 2: Random verification Assessment (Interpretative Report)</td> <td data-bbox="692 815 1378 1010"> <p>The Interpretative Report shall include the interpretation and assessment of results, and confirmation of subsequent instructions given to Contractor. This may be by way of reference to Notices to Contractor.</p> <p>Payment of the Lump Sum will be made on acceptance of the Interpretative Report for the project.</p> </td> </tr> </table>	Part 2: Random verification Assessment (Interpretative Report)	<p>The Interpretative Report shall include the interpretation and assessment of results, and confirmation of subsequent instructions given to Contractor. This may be by way of reference to Notices to Contractor.</p> <p>Payment of the Lump Sum will be made on acceptance of the Interpretative Report for the project.</p>
Part 2: Random verification Assessment (Interpretative Report)	<p>The Interpretative Report shall include the interpretation and assessment of results, and confirmation of subsequent instructions given to Contractor. This may be by way of reference to Notices to Contractor.</p> <p>Payment of the Lump Sum will be made on acceptance of the Interpretative Report for the project.</p>		
10	<p>ADDITIONAL SERVICES</p> <p>Any payment for agreed services undertaken by the Consultant deemed to be a variation shall be paid by the methods detailed below, at the Client's discretion. The Client's agreement must be obtained in advance for any Consultant initiated Additional Service.</p> <p>Method 1: Time Writing</p> <p>The Consultant shall record all costs against each task in terms of the rates priced in the Additional Services Schedule and, where applicable, shall provide the Client with an itemised assessment of the expected totals and final cost. The Client may set a ceiling for expenditure. The Consultant shall allow for the complete disclosure of all items which comprise a priced task if so requested by the Client.</p> <p>Payment will be made monthly on the basis of agreed work completed.</p> <p>Method 2: Fixed Price Quote</p> <p>Where requested, the Consultant shall provide a fixed price quote based on the rates priced in the Additional Services Schedule.</p> <p>Payment will be made as a Lump Sum on completion of the additional service. Where the Tenderer has entered a zero rate for any item, or part thereof, payment for any work instructed under this item is deemed to be included elsewhere in the schedule rates and no additional payment shall be made until the hours or kms specified against the item have been exceeded.</p> <p>Method 3: [Other]</p> <p>[insert method]</p>		
11	<p>PROVISIONAL SUMS</p>		

Item	Description
	Any services requested by the Client under Provisional Items shall be paid by the methods detailed in Section 10 above, at the Client's discretion, and in accordance with the following sections.
11.1	<p data-bbox="392 356 1082 383">Community engagement activities/ key stakeholder liaison</p> <p data-bbox="392 421 1374 913">The Lump Sum includes all expenses relating to liaison with the community, project neighbours, tangata whenua, and key stakeholders such as Territorial Local Authorities and Utility Services in accordance with Schedule 1 <i>Contract Scope</i> section 4.10. This shall include all expenses and staff attendance at events/open days, event location hire costs and catering, as well as development of any branded graphics, advertising, publications, video/multimedia tools, media releases and communications collateral as proposed and subsequently agreed in the CSEMP Plan. It shall also include the preparation and completion of Consultation Report(s), and providing administrative support for customer contact channels including updating the Stakeholder Relationship Management System (NZTA version of Consultation Manager) necessary for satisfactory completion of the project. It may also include any expenses associated with printing and delivery of communications materials using NZTA's preferred All of Government (AOG) panel supplier, if this is scoped and agreed in the <i>Community and Stakeholder Engagement Plan</i>. Payment of the Lump Sum will be prorated monthly over the contract period.</p>
11.2	<p data-bbox="392 943 632 969">Consultation Report</p> <p data-bbox="392 992 1374 1234">The Lump Sum includes all expenses relating to the preparation and completion of Consultation Report(s) required as one of the key deliverables of the Community and Stakeholder Engagement Plan (CSEMP). This shall include all expenses and resourcing required to collate feedback data and describe how Tangata Whenua, Community and Stakeholder Engagement has been used in the development of the business case or Pre-Implementation/consent package. The exact format and scope of the Consultation Report(s) will be agreed with the client as part of the CSEMP Plan.</p>
11.3	<p data-bbox="392 1263 994 1290">Preliminary Environmental Technical Assessments</p> <p data-bbox="392 1328 1374 1480">The Lump Sum includes all expenses relating to the preparation and delivery of the preliminary technical assessments, as identified in Z/19 Environmental and Social Responsibility Standard. Payment of the Lump Sum will be made on Client acceptance of the final preliminary technical assessments. <<Guidance note: These are undertaken during the SSBC phase. >></p>
11.4	<p data-bbox="392 1509 778 1536">Access for Geotechnical Testing</p> <p data-bbox="392 1574 1374 1637">Payment will be made on the basis of a fixed price quote, for the provision of access for the purposes of borehole and penetrometer testing.</p>
11.5	<p data-bbox="392 1666 791 1693">Geotechnical Resource Consents</p> <p data-bbox="392 1731 1374 1827">The Consultant shall prepare and lodge appropriate applications for any Consents required to complete the approved geotechnical testing schedule. Payment will be made on acceptance of the application by the Consent Authority.</p>
11.6	<p data-bbox="392 1856 1018 1883">Heritage New Zealand Pouhere Taonga Applications</p> <p data-bbox="392 1921 1374 2007">The Consultant shall prepare and lodge applications with Heritage New Zealand Pouhere Taonga (HNZPT) as and when required. Payment will be made on approval of the application by the HNZPT.</p>

Item	Description
11.7	<p>Wildlife Permits</p> <p>The Consultant shall prepare applications for NZTA to lodge with the Department of Conservation (DOC) as and when required. Payment will be made on approval of the application by DOC.</p>
11.8	<p>Cultural Impact Assessment</p> <p>Payment will be made for a cultural impact assessment undertaken in accordance with a Client agreed scope of work and price.</p>
11.9	<p>Statutory Authority Hearings</p> <p>Where a notified designation or consent process eventuates, the Lump Sum shall include all expenses relating to providing and presenting information and evidence to all meetings and hearings</p>
11.10	<p>Traffic Surveys</p> <p>Payment will be made on receipt of data for traffic site surveys undertaken where the Client requires confirmation of existing traffic and intersection volumes, including composition and delays.</p>
11.11	<p>HSIMS Data Input Forms <<for Implementation only>></p> <p>The Consultant shall include all expenses relating to the production and delivery of all HSIMS Data Input Forms, in accordance with Schedule 1 <i>Contract Scope</i> section 7.5.7 including all necessary measure-up survey. Payment of the Provisional Sum will be made on Client acceptance of the HSIMS Data Input Forms.</p>
11.12	<p>Other</p>

3. PRICING SCHEDULE

<<Guidance note: Insert the relevant information received as part of the RFT response. This is to be completed after tender award and before execution of the contract.>>

SCHEDULE 4 – KEY PERSONNEL

<<Guidance note: Insert the relevant information received as part of the RFT response. This page is to be completed after tender award and before execution of the contract.>>

SCHEDULE 5 – HEALTH & SAFETY RISKS KNOWN TO THE CLIENT

<<Guidance note: This information is in PSG/4. This page is for the Project Manager to complete before the RFT is released. Insert the following clause if there are **no** known risks.>>

There are no known risks to health and safety for this project.

<<**OR** Insert the following clause and table if hazards known.>>

The following is a list of known identified risks to health and safety relevant to the Services:

NO	HAZARD KNOWN TO CLIENT	DETAIL <<EXAMPLES BELOW>>
1.	Fatigue	Risk of injury to people working long hours.
2.	Lone working	Risk to personal safety.
3.	Known Services	Existence of a high voltage cable, cell phone towers, microwave transmission devices and radio transmission devices.
4.	Contaminated ground conditions	Risk of injury or illness to people.
5.	Unstable road materials	Risk of injury to people.
6.	Unprotected drop-offs	[insert: e.g. on ridges]
7.	Underlying cavities/mines	[insert]
8.	Unstable road slopes and rockfall hazards	[insert]
9.	Possible sources of gas or other poisonous substances (known and identified)	[insert]
10.	Existence of adjacent railway tracks	[insert]
11.	Flooding risk (known and identified)	[insert]
12.	Known hazards on neighbouring properties	[insert: e.g. underground tanks]

13.	[Other]	[insert]
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