

Approved 3 Waters Contractor Policy



1. Introduction

With effect from 1 January 2021, only contractors approved by the Gore District Council will be permitted to undertake work on the Council's urban 3 Waters piped network infrastructure. Interested parties will have to make an application to the Council's 3 Waters team in addition to meeting the requirements to be on the general list of approved contractors for water services - stormwater, sewer and water. The approval requirement applies to the installation, repair and/or renewal of the Council's piped network infrastructure and does not apply to maintenance activities such as jetting and CCTV inspections, nor does it apply to mechanical and electrical works. The approval for contractors to undertake this specialist work will be considered on a case by case basis.

2. Application process

2.1 Contractors are to complete the application form and attach copies of the following documents:

2.1.1 Evidence of competence/summary of relevant past works undertaken.

2.1.2 Certificates for relevant trainings eg safe handling AC pipes, confined space training, PE pipe welding, water main disinfection, pressure testing for pressure pipe.

2.1.3 Safety management plans for the work the contractor will carry out. NB: the contractor must also be on the Council's approved contractor health and safety register.

2.1.4 Risk management and hazard registers.

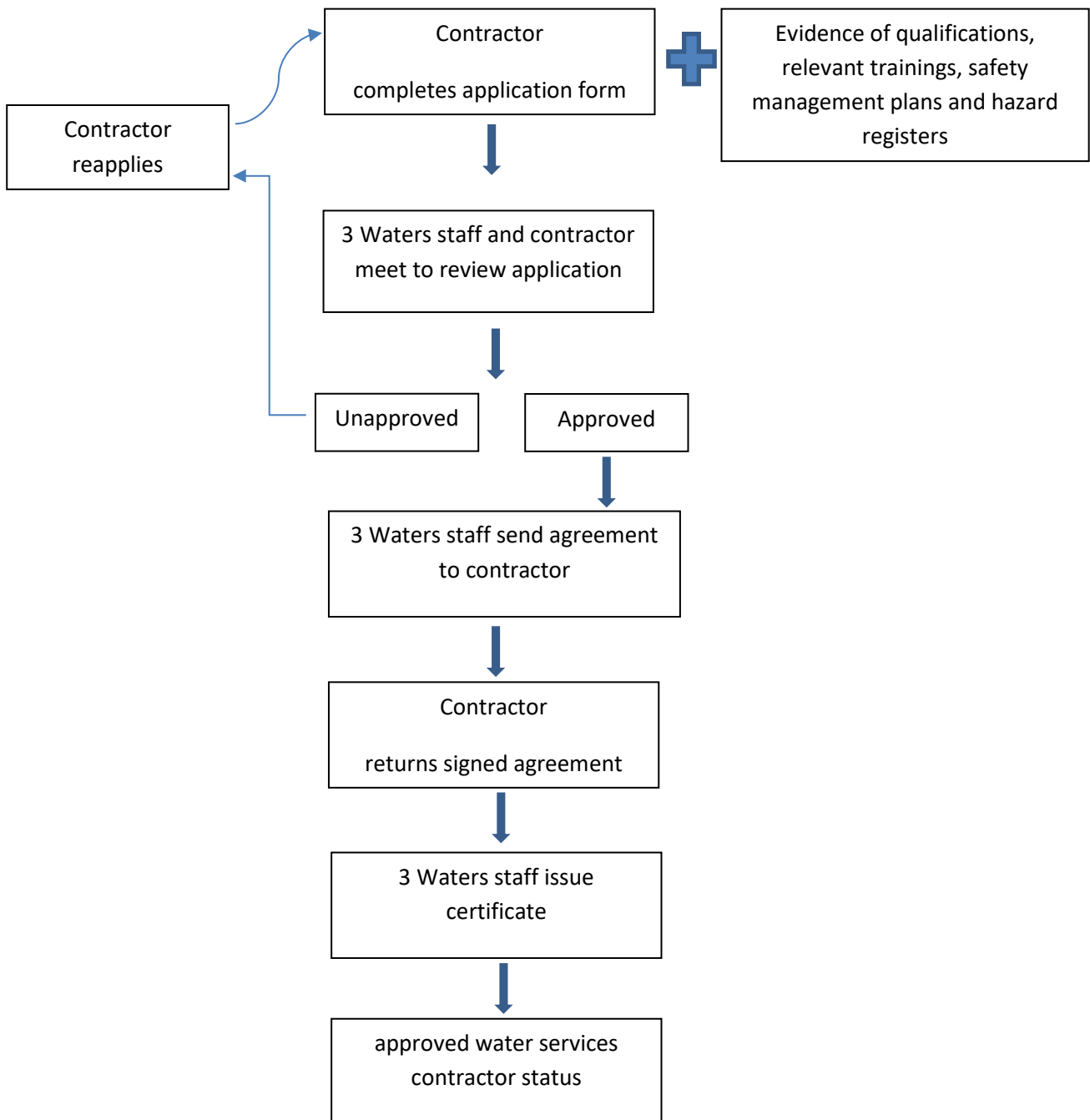
2.1.5 Evidence that the company holds the relevant public liability insurance.

2.2 Meeting with the Gore District Council to sign off agreement

2.2.1 Shall take place within 20 working days of receiving all the required documentation, evidence of adequate qualification and meeting the Councils requirements.

- 2.2.2 Arranged by the Council with the contractor to ensure the contractor has understood their obligations regarding hygiene practices, engineering standards and bylaws.
- 2.2.3 After the Council is satisfied that the contractor has met all requirements the agreement will be signed off.
- 2.2.4 Certificate will be issued upon receipt of the signed agreement.

3. Process of becoming an approved Gore District Council 3 Waters contractor



4. Contractor requirements

4.1 Competence

All applicants must hold the required minimum qualifications or hold equivalent industry recognised alternatives (as required by the nature of the work undertaken).

Contractors must demonstrate competence in the following areas by ensuring a list of all staff proposing to work on the Council's infrastructure and provide their qualifications.

4.1.1 Qualifications - all key staff and/or sub-contractors must hold the following:

- a) Level 3 National Certificate Water Reticulation (water pipe construction).
- b) Level 3 National Certificate Infrastructure Works (excavation and drain-laying).
- c) Equivalent industry recognised alternatives (as required by the nature of the work undertaken) for example registered drain layer.
- d) Minimum requirement that all staff hold a current Traffic Controllers Qualification.
- e) Minimum requirement of one staff member holds a current Site Traffic Management Supervisor (STMS) qualification.

4.1.2 Relevant experience

- a) Previous experience working on Council owned infrastructure and/or in the road reserve is preferred.
- b) Provide details of relevant referees, minimum requirement is three.

4.1.3 Plant and equipment - a detailed list of all equipment owned by the contractor must be supplied and it is expected that the contractor will own the majority of equipment required to undertake the work it is seeking approval for. Minimum requirements are:

- a) Sufficiently sized excavator for working at depths greater than 1.5 metres.
- b) Trench guards for working at depths of greater than 1.5meters.

- c) Sufficient signage and equipment for expected traffic management setups.

4.2 Insurance

- 4.2.1 The contractor must hold public liability insurance thereby jointly insuring both the contractor and the Gore District Council for an amount no less than NZD\$2 million.

4.3 Occupational health and safety management

- 4.3.1 With this application the contractor must provide a plan of procedure and report processes demonstrating their commitment to health and safety practices.
- 4.3.2 The contractor must also be listed on the Council's approved contractor health and safety register.

4.4 Council Bylaws

The contractor must carry out the work in accordance with the relevant Council bylaws and policies. This information is available at <https://www.goredc.govt.nz/your-council/plans-policies-and-bylaws/bylaws/>

- 4.4.1 Water supply - the Gore District Council Water Supply Bylaw 2015.
- 4.4.2 Stormwater and wastewater - Connection to Reticulated Wastewater and Stormwater Services Policy 2020.
- 4.4.3 Engineering and installation specifications - the Gore District Council Subdivision and Land Development Bylaw 2019

APPLICATION TO BECOME AN APPROVED WATER SERVICES CONNECTION CONTRACTOR

Applicant details	
Company name:	
Company address:	
Contact person:	
Phone:	
Email:	
Sub-contractor one details	
Company name:	
Company address:	
Contact person:	
Phone:	
Email:	
Sub-contractor two details	
Company name:	
Company address:	
Contact person:	
Phone:	
Email:	
Applicant and sub-contractor key employee details	
Employee name	Title and qualifications NB: copies of certificates to be supplied with application

Approval status sought for	
Water	Approval requested
Installation of water supply pipes and associated fittings under 100mm diameter	
Installation of water supply pipes and fittings 100mm diameter and greater	
Wastewater and stormwater	Approval requested
Installation of wastewater and stormwater pipes and associated fittings 150mm diameter and under	
Installation of wastewater and stormwater pipes and associated fittings greater than 150mm	

Signature of applicant	Date of application
	____/____/20____

Office use only:

Date received:	Application approved:	Yes / No
Reason for non-approval (if required):		
Officer:	Print name:	Date:
	Signature:	Approval expiry date:

If you have any queries regarding your application please contact the 3 Waters team (03) 209 0330

**Gore District Council approved contractor agreement for
the installation of 3 Water services.**



Agreement dated the _____ day of _____ 20 ____

Parties:

1. THE GORE DISTRICT COUNCIL

2. CONTRACTOR _____

1. Period of agreement

This agreement shall be for a period of three years commencing from the date of signing. At the end of the period either party shall be at liberty to review the terms of agreement. Neither party shall be under any obligation to renew agreement. The Council shall require the contractor to reapply for registration at that time.

2. Introduction

2.1 Works (as defined) are required by the property owners within the Gore District Council road reserve or on the Council infrastructure to enable access to services owned and operated by the Council.

2.2 _____ (the contractor) wishes to be approved by the Council for the performance of the works and agrees to comply with this agreement.

3. Definitions

3.1 Approved Service Contractor (ASC) - a person authorised by the Council to make connections, to undertake all physical work relating to such connections to any sanitary sewer, stormwater or water supply line owned by the Council.

3.2 Agreement - includes this agreement and any specifications or drawings attached to or incorporated by reference in this agreement.

3.3 Council - refers to the Gore District Council or any other person authorised by the Gore District Council.

- 3.4 Applicant - means in respect of any particular work, the person (property owner or any other person authorised by the property owner) who has engaged the ASC to undertake the work.
- 3.5 Works - any or all of the following (including all related trenching, reinstatement and other work):
 - 3.5.1 To construct new wastewater, water or stormwater connection pipelines to be vested in the Council.
 - 3.5.2 The connection of any wastewater to a wastewater line owned by the Council.
 - 3.5.3 The connection of any stormwater line to a stormwater owned by the Council.
 - 3.5.4 The connection of any water supply line to a water supply line owned by the Council.
 - 3.5.5 Any other work affecting a wastewater, stormwater or water supply line owned by the Council.
 - 3.5.6 The construction of and/or alteration to any manhole on a sewer or stormwater line owned by the Council.

4. Contractual structure

- 4.1 The ASC in consideration of the Council's agreement to permit the contractor to undertake work agrees at all times to abide by the terms and conditions contained in this agreement.
- 4.2 Prior to undertaking any work, the Council will require the applicant to submit an application to the Council with the prescribed fee. The application to the Council does not create a contractual relationship between the applicant and the Council and only initiates the procedure involved in the service connection process.
- 4.3 The obligation to carry out and complete payment for the work is between the applicant and the ASC. However, as work undertaken becomes Council property, the Council is entitled to enforce the terms and conditions of this agreement in a manner as if the Council had directly engaged the ASC and was the intended beneficiary of the work undertaken. The conditions of the agreement are intended to benefit all applicants who engage the ASC and all applicants are entitled to enforce the ASC's conditions in this agreement pursuant to the Contracts (Privity) Act 1982.

5. Approved services contractors

5.1 The Council shall maintain a register of the names of all ASC which shall be provided to applicants.

6. Insurance

6.1 The ASC shall take out and maintain at its own cost public liability insurance while this agreement is valid. This must be in the joint names of the Council and the contractor for any damage, loss or injury for an amount not less than \$2 million NZD in respect of any claim or series of claims arising out of the same occurrence.

6.2 The ASC shall provide to the Council a certificate of insurance, attached to this agreement, duly completed and signed by the insurer.

6.3 The ASC shall, whenever reasonably requested by the Council, provide written evidence that the insurance is in force and shall also provide the relevant policy and receipt of payment of the current premium for that policy.

7. Indemnity/exclusion

7.1 The ASC shall at all times indemnify the Council in respect of loss, damage or expenses suffered or incurred by the Council as a direct or indirect consequence of the ASC's breach of agreement or any defect in performance by the ASC of any works or for damage to any property (public or private) caused by the work performance of the ASC.

7.2 The Council will on occasion monitor the works during construction so as to protect its own interest. This inspection does not serve as benefit of the applicant or the ASC. The Council shall not be liable to the ASC for any loss whatsoever caused in relation to the discharge of any of its rights or entitlements under this agreement.

8. Occupational health and safety (H&S) management

8.1 The ASC shall comply with the requirements of the Health and Safety at Work Act 2015.

8.2 It is the responsibility of the ASC to notify the Council in writing of any hazards or unsafe acts on their work site.

9. Engagement of approved services contractor

9.1 A property owner may engage the ASC of their choice from the 'Register of ASC'. The ASC shall work with the applicant to provide the necessary information required for the Council to approve the requested work. No physical work shall occur until the Council has issued written approval for the connection.

10. Traffic management

10.1 The ASC shall be responsible for the safety and control of all pedestrians, cyclists and vehicular traffic at the site of work. ASC shall follow the procedures detailed in the Code of Practice for Temporary Traffic Management (CoPTTM).

10.2 Each ASC must have at least one staff member that has completed and passed a Site Traffic Management Supervisor training course Level 1 (STMS) and have a current certificate.

10.3 The ASC shall submit a traffic management plan in respect of all installations within a road reserve.

10.4 Request to close off a street will require a longer processing time and additional costs so as to allow for requisite public notification.

11. Road opening notice

11.1 The ASC shall complete a "Road Opening Notice" in respect of all installations with the street reserve.

12. Approval to perform works

12.1 Only when the Council's traffic management requirements have been met, will the ASC be able to undertake work in accordance with any special instructions included in the applicant's 'approval to connect' application.

13. Asphalt reinstatement

13.1 Unless written approval is granted by the Council, asphalt reinstatement must be completed within 10 working days of the excavation in the road being backfilled. The Council reserves the right to reduce this timeframe and written notice will be provided in such situations.

14. Road markings

14.1 The ASC shall reinstate all road markings, signs and posts that have been removed or altered by that ASC within 48 hours of completion or part-of, the work undertake. If this has not been complied, the ASC will be notified once by the Council before missing markings are reinstated by the Council at the expense of the ASC.

15. Staff qualifications

15.1 Key staff employed by the ASC shall be qualified in accordance with the requirements stated within section four 'Contractor Requirements' of this document.

15.2 Key staff employed by the ASC are required to oversee all phases of work, this will include a minimum of daily visits to an active work site.

16. Termination of agreement

16.1 This agreement may be terminated at any time and with immediate effect by written notice given by the Council to the ASC if the following have been satisfied:

16.1.1 The ASC has failed to comply with an earlier notice given by the Council specifying a material breach by the ASC with respect to a particular service installation and requiring that the ASC remedy the identified breach within five working days after receiving the first notice.

16.1.2 The ASC becomes bankrupt, goes into liquidation, receivership, statutory management or has been removed from the New Zealand Companies Register.

16.2 An ASC may be removed from the Council's Register of ASC's with effect 21 days from the date written notice is given by the Council if the following have been satisfied:

16.2.1 Work is commenced prior to authorisation.

16.2.2 Employment of personnel not skilled or not certified for the class of work being undertaken.

16.2.3 Use of materials not complying with specification for the particular application.

16.2.4 Proceeding beyond a stage of work which was subject to notified inspection that did not take place or did not attain approval to proceed.

16.2.5 Failure to maintain a continuity of work towards completion within the agreed timeframe.

16.2.6 Failure to complete reinstatement of carriageway, berms following installation of services and included signage, and road marking within 48 hours.

16.2.7 Failure to carry out remedial or maintenance works.

16.3 Request by the ASC seeking removal - an ASC may request removal at any time by written notice to the Council.

17. Works

17.1 Preliminary; the ASC shall at all times:

17.1.1 Exercise due care and skill.

17.1.2 Comply with all relevant legislative requirements.

17.1.3 Comply with all reasonable direction given by the Council.

17.1.4 Maintain all licenses and permits required by law for the performance of the work.

17.2 Standards and specifications

17.2.1 All works shall be carried out in accordance with the Council's Subdivision and Land Development Bylaw 2019. The Council may add, provide dispensation, alter or amend these requirements via written notice. Any variation and additions shall become effective 21 days after the notice has been sent to the ASC.

17.3 Good hygiene practice

The contractor must follow good hygiene practice to minimise the potential for staff and their equipment to contaminate the water supply including:

17.3.1 Separate vehicles and tools for water and wastewater work. Where this is not possible or practical, tools must be kept separate and tools used for sewage work must be sanitised before use on water supply work.

17.3.2 Operators and workers shall not be employed on both water and wastewater works in an alternating manner. Where this is not possible or practical, staff shall exercise appropriate hygiene practices.

17.3.3 A high standard of cleanliness shall be applied to vehicle interiors and exteriors.

17.3.4 Operators and workers shall report any gastrointestinal illness and be placed on work not involving the water supply system or component, until a medical certificate of clearance is obtained.

17.3.5 Prior to employment on the water supply systems, and following overseas travel to countries with significant levels of endemic water borne diseases, operators and workers are to obtain a medical clearance against being carriers of potentially water borne disease.

17.4 Notification of stages of work

17.4.1 Upon authorisation to install services and prior to the commencement of work, the ASC shall arrange a site meeting with the Council's representative. Notice of this meeting shall be given at least three working days in advance of the event. At this meeting the ASC shall provide to the Council a programme of work identifying the times and subsequent stages requiring inspection.

17.4.2 Subject to a satisfactory final inspection and attendance to all other matters related to the installation work, a 'Completion Certificate' will be issued.

17.5 Materials and labour

17.5.1 Unless agreed otherwise the ASC shall supply all plant, materials, consumables and labour necessary for the performance of the works.

17.6 Hours of work

17.6.1 Work shall only be carried out between the hours of 7.00am and 6.00pm, Monday to Saturday. Work shall not be permitted on Sundays or public holidays without prior approval.

17.6.2 Notwithstanding the stated hours of work, inspections by the Council will only be carried out between 8.30am and 5.00pm, Monday to Friday.

17.7 Damage to property

17.7.1 Any damage to property regardless of ownership shall be promptly notified to both the Council and the owner of said property. The ASC shall immediately arrange for the damage to be made good to the reasonable satisfaction of the owner. This will usually entail the engagement of repair agencies nominated by the owner of said property.

17.8 Completion of works

17.8.1 When the ASC advises the Council that all matters relating to the installation have been completed, a final site inspection shall be conducted. Subject to the decision of the Council's inspecting officer, a Completion Certificate will be issued to the ASA. A copy of this certificate will also be forwarded to the applicant.

18. Disputes

18.1 Discussions between parties

18.1.1 The ASC and the Council shall meet and discuss in good faith any dispute between them arising out of this agreement.

18.1.2 All disputes which may arise out of this contract between the applicant and the ASC are outside the terms of this contract.

18.2 Mediation

18.2.1 If the discussions referred to in clause 18.1 fail to resolve the relevant dispute, either the ASC or the Council may (by written notice to the other party) require that the dispute be submitted for mediation by a single mediator nominated by the President for the time being of the Southland District Law Society. In the event of any such submission to mediation:

- a) The mediator shall be deemed to be not acting as an expert or as an arbitrator.
- b) The mediator shall determine the procedure and timetable for the mediation.
- c) The cost of the mediation shall be shared equally between the ASC and the Council.

18.3 Arbitration and legal proceedings

18.3.1 Any dispute not resolved by mediation shall be resolved by arbitration pursuant to the Arbitration Act 1996.

19. Amendment

19.1 No amendment to this agreement shall be valid unless in writing, signed by both the ASC and the Council parties in the same manner as that in which the agreement was signed.

20. Assignment

20.1 The ASC may transfer or assign any of its liabilities or rights under this agreement to any other person, subject to the prior written consent of the Council, from which consent may not be unreasonably withheld.

21. Notices

21.1 All notices issued pursuant to this agreement shall be in writing. Notices may be served on the Council by posting them to the Gore District Council, PO box 8, Gore. The Council may serve notices by positing them to the last known place of business of the ASC.

Acknowledgement of the terms and conditions detailed in this agreement

To be signed by the Gore District Council 3 Waters Asset Manager (or General Manager Infrastructure)

Print Name:

Position:

Signed: _____

Date: ____/____/20____

To be signed on behalf of contractor:

Print Name:

Position:

Signed: _____

Date: ____/____/20____

SERVICE INSTALLATION PROJECT SHEET



Project details	
Project site:	
Applicant name:	Contact number:
Contractor:	Notification received from applicant: ____/____/20____
Road opening notice and traffic management plan approved: ____/____/20____	
Print Name:	Signature:
Site inspection	
Comments /instructions issued:	
Print name:	Signature: ____/____/20____
Open trench and pipe inspection	
Stormwater approved: ____/____/20____	Print name:
	Signature:
Water approved: ____/____/20____	Print name:
	Signature:
Wastewater approved: ____/____/20____	Print name:
	Signature:
Reinstatement inspection	
Comments /instructions issued:	
Print Name:	Signature: ____/____/20____