

Information for contracting parties interested in becoming an Approved Water Services Connection Contractor

As of 1 March 1998, only contractors approved by the council will be permitted to undertake work on the Palmerston North City Council's water supply network. In addition to meeting the requirements to be on the general list of approved contractors for water services connection including water, sewer and stormwater, interested parties will have to make an application to the council's Water and Waste Team. To ensure that the council's standards are met, only contractors who are able to demonstrate their ability to provide the full range of stormwater, wastewater (sewer) and water connections will gain approved status.

Application Process

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

- Evidence of competence/summary of past works undertaken
- Medical Clearance (If working on water supply)
- Certificates for relevant trainings e.g. Safe handling AC pipes; Confined space training; PE pipe welding, Water Main Disinfection; Pressure testing for pressure pipe
- Company's Health and Safety policy
- Safety management plans for any work you carry out
- Risk management – hazard registers

2. Attend the Council training seminars

If contractor has not provided evidence of having attended water main disinfection training, they will be required to attend an additional seminar which can be facilitated by the Council as requested.

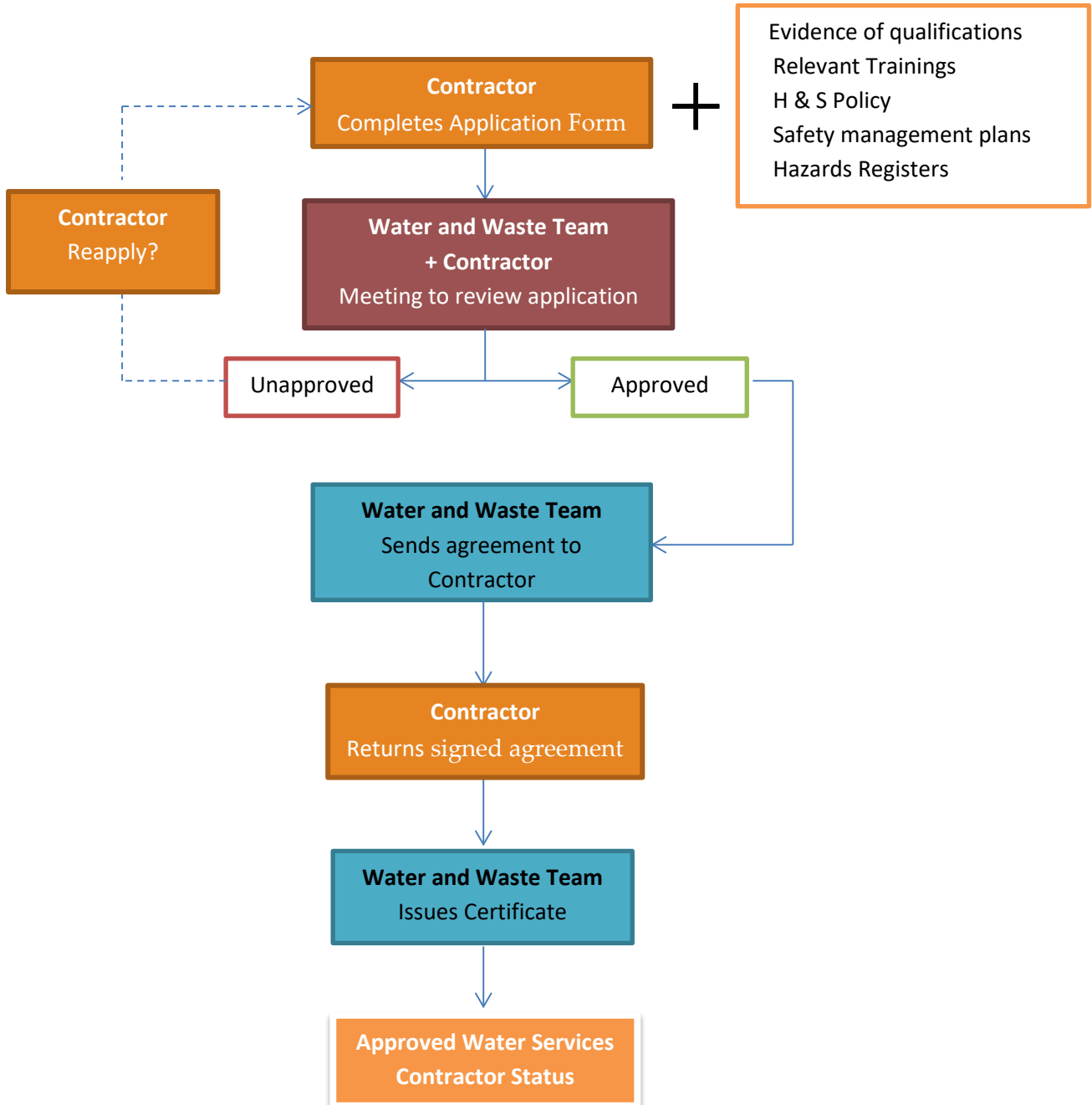
Note: Time frame between approval of application and training seminar is dependent on the number of requests.

3. Meeting with Council to sign off agreement

Within 10 working days of receiving of all the adequate qualification and documentation and meeting the Council requirements, Council will arrange a meeting with the Contractor to ensure the Contractor has understood their obligations and expectations of the Council; Hygiene practices and the Council's engineering standards and bylaws. The agreement will be signed off only after the Council is satisfied that the Contractor has met all requirements.

Certificate is to be issued only upon receipt of the signed agreement.

Process of becoming an Approved Water Services Connection Contractor (ASC)



Section 1 – Contractor Requirements

Competence

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

All staff must have Level 3 National Certificate Water Reticulation (water pipe construction); Level 3 National Certificate Infrastructure Works (Excavation & Drain-laying); or equivalent industry recognised alternatives (as required by the nature of the work undertaken) eg. registered drain layer.

Supervisory staff must have Level 5 National Certificate Infrastructure Works Supervision (or similar) and Level 1 Site Traffic Management Supervisor (STMS)

Contractors must demonstrate competence in the following areas.

- Relevant Experience
- Plant and equipment proposed to be employed on such works
- Supervisory staff qualified in all the fields of works
- Management skills and techniques to be applied to works

Applicants must provide evidence of having undergone training in the following.

- Water Main Disinfection
- Pressure Testing for pressure pipe

Insurance

The contractor must hold public liability insurance thereby jointly insuring both the Contractor and PNCC for an amount no less than NZD\$1 million.

Occupational Health & Safety Management

The contractor must provide with this application a plan of procedure and report processes demonstrating their commitment to health and safety practices as well as how they comply with PNCC's existing health and safety procedures.

Council Bylaws

The contractor must carry out the work in accordance with the relevant Council Bylaws and their respective Administration Manuals, available at <https://www.pncc.govt.nz/bylaws/>

Wastewater Drainage - Palmerston North Trade Waste Bylaw 2015

Water Supply - Palmerston North Water Supply Bylaw 2015

Stormwater Drainage - Palmerston North Stormwater Drainage Bylaw 2015

Engineering and Installation Specifications

The contractor must follow the technical standards and design requirements in accordance with to the following sections of the PNCC Engineering Standards for Land Development (Third Edition – Effective from 19 December 2016). An electronic version of the standards document is available from the Council website: <https://www.pncc.govt.nz/engineeringstandards>

Wastewater Drainage - Section 4, pages 73- 89.

Water Supply - Section 5, pages 90 – 112.

Stormwater Drainage – Section 6, pages 113 -131.

A full Drawing List is available on page 132 of the document.

**APPLICATION TO BECOME AN APPROVED WATER SERVICES CONNECTION
CONTRACTOR (ASC)**

Applicant details	
Company Name	
Company Address	
Contact Person:	
Phone	
Email	

Applicant details	
Full Name	Title and Qualifications (Copies of certs. to be supplied with application)

Signature of Applicant	Date of Application
	/ /

For PNCC 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 City Networks Water and Waste team - (06) 356 8199

Section 2 - Agreement

Approved Services Contractor Agreement for the Installation of Service Connections

Agreement dated the _____ day of _____ 20__

Parties

1. THE PALMERSTON NORTH CITY COUNCIL
2. CONTRACTOR (_____)

Period of Agreement

This agreement shall be for a period of two years 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 it. The council shall require the Approved Services Contractor to reapply for registration at that time.

Introduction

- a) Works (as defined) are required by property owners within the PNCC boundary to enable access to services owned and operated by the council. Works may be undertaken by any of the Approved Services Contractor to reapply for registration at that time.
- b) The Service Contractor wishes to be approved by the council for the performance of the works and agrees to comply with this agreement.

1.0 Definitions

Approved Services 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.

Agreement: Includes this agreement and any specifications or drawings attached to or incorporated by reference in this agreement.

Council: Means the Palmerston North City Council or any other person authorised by the Palmerston North City Council.

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.

(Definitions Continued.)

Works: Any or all of the following (Including all related trenching, reinstatement and other work)

- To construct new sewer, water or stormwater connection pipelines to be vested to the Council
- The connection of any sewer line to a sewer line owned by the Council.
- The connections of any stormwater line to a stormwater line owned by Council.
- The connection of any water supply line to a water supply line owned by Council.
- Any other work affecting a sewer, stormwater or water supply line owned by the Council.
- The construction of/or alteration to any manhole on a sewer or stormwater line owned by Council.

1.1 Contractual Structure

- 1.1.1 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.
- 1.1.2 Prior to undertaking any work, the council will require the applicant to submit an application to the Council with the prescribed fee. This application to the Council does not create a contractual relationship between the applicant and the Council and only initiates the procedure which is involved in the service connection process.
- 1.1.3 The obligation to carry out and complete payment for the work is between the Applicant and the ASC. However as work undertaken become 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 Contractors (*Privity*) Act 1982.

1.2 Approved Services Contractors

- 1.2.1 Council shall maintain a register of the names of all ASC which shall be provided to Applicants.

1.3 Insurance

- 1.3.1 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 NZD\$ 1,000,000 in respect of any claim or series of claims arising out of the same occurrence.
- 1.3.2 The ASC shall provide to council a certificate of insurance, attached to this agreement, duly completed and signed by its insurer.
- 1.3.3 The ASC shall, whenever reasonably requested by Council, provide written evidence that the insurance is in force and shall also provide the relevant policy and a receipt of payment of the current premium for that policy.

1.4 Indemnity/Exclusion

- 1.4.1 The ASC shall at all times indemnify the Council in respect of loss, damage or expenses suffered/incurred by Council as a direct/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/Private) caused by the work performance of the ASC.
- 1.4.2 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.

1.5 Occupational Health and Safety (H & S) Management

- 1.5.1 The ASC shall comply with the requirements of the Health and Safety at Work Act 2015.
- 1.5.2 The ASC shall comply with their H & S management plan submitted with this application.
- 1.5.3 It is the responsibility of the ASC to notify the Council in writing of any hazards or unsafe acts on their work site.

1.6 Engagement of Approved Services Contractor

- 1.6.1 Applicants applying for a connection to the Council will be issued with an 'Approval to Connect' Form when Council has determined the condition upon which the service is available. Applicants may then engage the ASC of their choice from the *Register of ASC*. The ASC shall satisfy itself that an 'Approval to Connect' form has been granted before commencing work.

1.7 Traffic Management

- 1.7.1 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 Temporary Traffic Management for Local Roads 2005 and also adhere to the requirements of Transit NZ's Code of Practice for Temporary Traffic Management 2004.
- 1.7.2 Each ASC must have completed and passed a Site Traffic management Supervisor Training Course Level 1 (STMS) and have a current certificate.
- 1.7.3 The ASC shall submit a Traffic Management Plan in respect of all installations within a road reserve.
- 1.7.4 Request to close off a street will require a longer processing time and additional costs so as to allow for requisite public notification.

1.8 Road Opening Notice

- 1.8.1 The ASC shall complete a *Road Opening Notice* in respect of all installations within the street reserve.

1.9 Approval to Perform Works

- 1.9.1 Only when Council's traffic management requirements have been met, will the ASC be able to undertake work in accordance with any special instruction included in the Applicant's 'Approval to Connect' application.

1.10 Road Markings

- 1.10.1 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 undertaken. 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.

1.11 Staff Qualifications

- 1.11.1 Staff employed by the ASC shall be qualified in accordance with the requirements stated in Section 1 – Competence.
- 1.11.2 Supervisory staffs employed by the ASC are required to be present on the site at all times during that particular phase of work.
- 1.11.3 Please note the requirement for all workers involved in the water connection installation to have registered with the Water Supply Asset Engineer. This includes any new staff employed to work in the water supply system.

1.12 Termination of Agreement

- 1.12.1 This agreement may be terminated at any time and with immediate effect by written notice given by Council to the ASC if the following have been satisfied:
 - a) The ASC has failed to comply with an earlier notice given by 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 5 working days after receiving the first notice.
 - b) The ASC becomes bankrupt, goes into liquidations, receivership, statutory management, or has been removed from the New Zealand Companies Register.
- 1.12.2 An ASC may be removed from the Council's *Register of ASCs* with effect 21 days from the date written notice is given by the Council if the following have been satisfied:
 - a) Work is commenced prior to authorisation.
 - b) Employment of personnel not skilled or not certified for the class of work being undertaken.
 - c) Use of materials not complying with specification for the particular application.
 - d) Proceeding beyond a stage of work which was subject to a notified inspection that did not take place or did not attain approval to proceed.
 - e) Failure to maintain a continuity of work towards completion within the agreed timeframe.
 - f) Failure to complete reinstatement of carriageway, berms following installation of services and included signage, and road markings within 48 hours.
 - g) Failure to carry out remedial or maintenance works.
- 1.12.3 Request by the ASC seeking removal - An ASC may request removal at any time by written notice to the Council.

2.0 Works

2.1 Preliminary

2.1.1 The ASC shall at all times -

- a) Exercise due care and skill
- b) Comply with all relevant legislative requirements
- c) Comply with all reasonable direction given by Council
- d) Maintain all licenses and permits required by law for the performance of the work.

2.2 Standards and Specification

2.2.1 All works shall be carried out in accordance with the Council's Engineering Standards for Land Development 2015 and the *Code of Practice for Working on the Road* Standard NZS HB 2002:2003. The Council may add to this discretion via written notice. Any variation/additions shall become effective 21 days after the notice has been sent to the ASC.

2.3 Good Hygiene Practice

2.3.1 The contractor must follow good hygiene practice to minimize the potential for staff and their equipment to contaminate the water supply including -

- a) 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.
- b) Operators/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. Separate protective clothing shall be provided for water and wastewater work.
- c) A high standard of cleanliness shall be applied to vehicle interiors and exteriors.
- d) Operators/workers shall report any gastrointestinal illness and be placed on work not involving the water supply systems or a component, until a medical certificate of clearance is obtained.
- e) Prior to employment on the water supply systems, and following overseas travel to countries with significant levels of endemic water borne diseases, operators/workers are to obtain a medical clearance against being carriers of potentially water borne disease.

2.4 Notification of Stages of Work

- 2.4.1 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 3 working days in advance of the event. At this meeting the ASC shall provide to Council a program of work identifying the times/subsequent stages requiring inspection.
- 2.4.2 Subject to a satisfactory final inspection and attendance to all other matters related to the installation work, a *Completion Certificate* will be issued.

2.5 Materials and Labour

- 2.5.1 The ASC shall supply all plant, materials, consumables and labour necessary for the performance of the works. Except for the supply of water metres and backflow valve boxes

2.6 Hours of Work

- 2.6.1 Work shall only be carried out between the hours of 7.00 am and 6.00 pm, Monday to Saturday. Work shall not be permitted on Sundays or Public Holidays without prior approval.
- 2.6.2 Notwithstanding the stated hours of work, inspections by the Council will only be carried out between 8.00 am and 5.00 pm, Monday to Friday.

2.7 Damage to Property

- 2.7.1 Any damage to property regardless of ownership shall be promptly notified to both 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.

2.8 Completion of Works

- 2.8.1 When the ASC advises 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.

3.0 Disputes

3.1 Discussions between Parties

- 3.1.1 The ASC and the Council shall meet and discuss in good faith any dispute between them arising out of this agreement.
- 3.1.2 All disputes which may arise out of this contract between the Applicant and the ASC are outside the terms of this contract.

3.2 Mediation

- 3.2.1 If the discussions referred to in clause 3.1 fail to resolve the relevant dispute, either the ASC or 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 Manawatu 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.

3.3 Arbitration/Legal Proceedings

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

4.0 General

4.1 Amendment

- 4.1.1 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.

4.2 Assignment

- 4.2.1 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 Contractor, from which consent may not be unreasonably withheld.

4.3 Notices

- 4.3.1 All notices issued pursuant to this agreement shall be in writing. Notices may be served on the Council by posting them to the Palmerston North City Council, Private Bag 11034, Palmerston North. Councils may serve notices by posting them to the last known place of business of the ASC.

Acknowledgement of the terms and conditions detailed in this agreement

To be signed on behalf of **PNCC**:



Signature and date

Print Name

Position

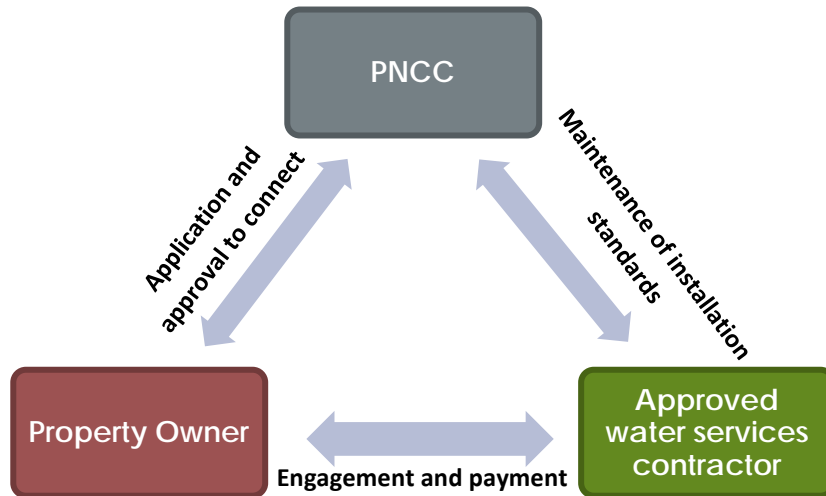
To be signed on behalf of **Contractor**:

Signature and date

Print Name

Position

Section 3 – Obligations and Responsibilities



- PNCC will register contractors experienced in the installation of services
- The property owner/developer applies to PNCC for consent to connect to the council services
- With this consent, the property owner/developer negotiates the price of installation of the service and engages the Approved Water Service Contractor of choice.
- Contractor carries out the works to standards set and monitored by PNCC
- Payment for the works is made by the property owner/developer direct to the Contractor.

Engagement

Please view the following documents on the PNCC website for more information on the engagement process. The council must receive signed notification from the property owner 10 days prior on the supplied PNCC Service Connection Application form, giving the name of the contractor engaged before any service connection work can commence. No 'Road Opening Notice' will be approved before this is received.

Installation of service

It is the Approved Water Service Contractor's responsibility to obtain a Road Opening Notice (To be accompanied by a Traffic Management Plan and Local Hazard Management I.D Form) and arrange an initial site meeting with a Services Connection Inspector prior to the commencement of the work. Notice of this meeting shall be given 3 full working days in advance.



Service Connection Project Sheet

PROJECT DETAILS

Project Site

Applicant..... Contact

ContractorNotification received from applicant/...../.....
Date

Road Opening Notice & Traffic Management Plan approved /...../.....
Print Name & Signature Date

SITE INSPECTION

Comments / Instructions Issued

.....

.....

Approved /...../.....
Print Name & Signature Date

OPEN TRENCH & PIPE INSPECTION

Stormwater Approved /...../.....
Print Name & Signature Date

Water Approved /...../.....
Print Name & Signature Date

Wastewater Approved /...../.....
Print Name & Signature Date

Comments

REINSTATEMENT INSPECTION

Comments/Instructions Issued

.....

Approved /...../.....
Print Name & Signature Date

To be completed by PNCC Office Only:

As built complete As built to IMS As built to GIS AB & Com. Cert to Property File

COMPLETION CERTIFICATE ISSUED /...../.....
Print Name & Signature Date