



Infrastructure
Approved Concrete Contractor
Agreement

Information for contracting parties interested in becoming an
Approved Concrete Contractor

Application Process

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

- Experience of your staff
- Evidence of concrete works undertaken e.g.; vehicle crossings and footpaths
- Confirmation of Public liability insurance
- Company's Health and Safety Policy
- Certificate of any relevant training
- Safety management plans
- Risk management – hazard registers
- Prequal – please follow this link to the Site Wise website for information regarding prequals - [SiteWise NZ - Contractor Health & Safety System](#)
- Track record outlining the nature of the work undertaken and confirming that the required quality was met with a minimum of defects. A total of three specific projects or work packages involving significant and diverse concrete works completed in the last 3 years is requested. For each project or work package, PNCC asks for two current clients or Council referee contacts whom PNCC can contact.
- CVs for each of the staff who will be undertaking the concrete works detailing their specific qualifications, skills, competence, and work history.

APPLICATION TO BECOME AN APPROVED CONCRETE CONTRACTOR (ACC)

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 Developments Team – at delt@pncc.govt.nz

Approved Concrete Contractor

For the installation of Vehicle Crossing

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 the agreement. Neither party shall be under any obligation to renew it. The council shall require the Approved Concrete Contractor to reapply for registration at that time.

INTRODUCTION

- A) Works (as defined) are required by property owners within Palmerston North City Council Boundary to enable vehicle access from their property to the Council's roading network. Works may be undertaken by the Council and contractors approved by the Council.
- B) The Contractor wishes to be approved by the Council for the performance of the Works and agrees to comply with this agreement.

AGREEMENT

1.0 GENERAL

1.1 DEFINITIONS

1.1.1.1 In this agreement, unless the context otherwise requires:

Approved Concrete Contractor (ACC): A person authorised by the council to install vehicle crossings and undertake physical work relating to vehicle crossings in the road reserve 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 Works, the person (whether it be the property owner or any other person authorised by the property owner) who has engaged the contractor to undertake the Works.

Works: Means any or all of the following types of Works:

- a. Installation of a vehicle crossing on Council Road Reserve and associated work;
- b. Any footpath, kerb and channel, grass berm, and street furniture on the Road Reserve;

- c. Removal of existing vehicle crossings made redundant by this work;
- d. The connection and installation of stormwater well up-sump in vehicle crossing or alteration of existing stormwater to kerb for crossing installation;
- e. Minor repairs to adjacent concrete, kerb and channel, and footpaths if appropriate.
- f. Alteration to stormwater to kerb outlet or water surface box owned by Council;
- g. Including all related reinstatement and other work.

1.2 CONTRACTUAL STRUCTURE

- 1.2.1 The ACC 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.
- 1.2.2 Prior to undertaking any work, the council will require the applicant to submit an application to the Council. 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 vehicle crossing process.
- 1.2.3 The obligation to carry out and complete payment for the work between the Applicant and the ACC. 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 ACC and was the intended beneficiary of the work undertaken. The conditions of the agreement are intended to benefit all Applicants who engage the ACC and all Applicants are entitled to enforce the ACC condition in this agreement pursuant to the Contract and Commercial Act 2017.

1.3 APPROVED CONCRETE CONTRACTORS

- 1.3.1 Council shall maintain a register of the names of all ACC which shall be provided to applicants.

1.4 INSURANCE

- 1.4.1 The Contractor shall maintain insurance as required by the Council's current Engineering Standards for Land Developments.
- 1.4.2 The Contractor shall take out and maintain at its own cost, at all times while this agreement has effect and for a period of 6 years following termination of this agreement, public liability insurance in the joint names of the Council and the Contractor for any damage, loss or injury for an amount not less than \$2 million in respect of any claim or series of claims arising out of the same occurrence.
- 1.4.3 The Contractor shall, whenever reasonably requested by Council to do so, provide Council with written evidence that the insurance required is in force and the Contractor shall produce, whenever reasonably required by the Council, the relevant policy and a receipt for payment of the current premium for that policy.

1.5 INDEMNITY/EXCLUSION

- 1.5.1 The ACC 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 ACC's breach of agreement or any defect in performance by the ACC of any works or for

damage to any property (Public/Private) caused by the work performance of the ACC.

- 1.5.2 The Council on occasion monitor the Works during construction so as to protect its own interest. This inspection does not serve as a benefit to the Applicant or the ACC. The Council shall not be liable to the ACC for any loss whatsoever caused in relation to the discharge of any of its rights or entitlements under this agreement.

1.6 OCCUPATIONAL HEALTH AND SAFETY (H & S) MANAGEMENT

- 1.6.1 The ACC shall comply with the requirements of the Health and Safety at Work Act 2015.
- 1.6.2 The ACC shall have a current health and safety prequalification with SiteWise at green level or greater or the equivalent with IMPAC/PREQUAL
- 1.6.3 The ACC shall comply with their H & S management plan submitted with this application.
- 1.6.4 It is the responsibility of the ACC to notify the Council in writing of any hazards or unsafe acts on their work site.

1.7 ENGAGEMENT OF APPROVED CONCRETE CONTRACTOR

- 1.7.1 Applicants applying for a vehicle crossing to the Council will be issued with a 'Vehicle Crossing Consent' when Council has determined the proposed vehicle crossing complies. Applicants may then engage the ACC of their choice from the Register of ACC. The ACC shall satisfy itself that both a 'Vehicle Crossing

Consent' and a Corridor Access Request have been approved before commencing work.

1.8 TRAFFIC MANAGEMENT

- 1.8.1 The ACC shall be responsible for the safety and control of all pedestrians, cyclists, and vehicular traffic at the site of work. The ACC shall adhere to the requirements of the NZ Transport Agency Code of Practice for Temporary Traffic Management (CoPTTM)
- 1.8.2 Each ACC must have completed and passed a Site Traffic Management Supervisor Training Course Level 1 (STMS) and have a current certificate.
- 1.8.3 The ACC shall submit a Traffic Management Plan in respect of all installations within a road reserve.
- 1.8.4 Request to close off a street will require a longer processing time and additional costs so as to allow for requisite public notification.

1.9 CORRIDOR ACCESS REQUEST

- 1.9.1 A Corridor Access Request shall be submitted in respect to the works within the road reserve and must allow at least 5 working days before approval.

1.10 APPROVAL TO PERFORM WORKS

- 1.10.1 Only when Council's traffic management requirements have been met, will the ACC be able to undertake work in accordance with any special instruction included in the Applicant's "Vehicle Crossing Consent'.

1.11 ROAD MARKINGS

- 1.11.1 The ACC shall reinstate all road markings, signs, and posts that have been removed or altered by that ACC within 48 hours of completion or part-of, the work undertaken. If this has not been completed to Council's satisfaction, the ACC will be notified once by the Council, before missing markings are reinstated by the Council at the expense of the ACC.

1.13 TERMINATION OF AGREEMENT

- 1.13.1 This agreement may be terminated at any time and with immediate effect by written notice given by Council to the Approved Concrete Contractor if the Council is satisfied:

- a. The Contractor has failed to comply with an earlier notice given by Council specifying a material breach by the Contractor with respect to a particular installation and requiring that the Contractor remedy that breach within five working days after receiving that earlier notice.
- b. The Contractor becomes bankrupt, goes into liquidation, receivership, statutory management, or has been removed from the New Zealand Companies Register.

- 1.13.2 A Contractor may be removed from the Register of Approved Concrete Contractors with effect 21 days from the date written notice is given by Council if the Council is 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 the specification for the particular application.
- d. Proceeding beyond a stage of work that was subject to a notified inspection that did not take place, or did not attain Vehicle Crossing Consent.
- e. Failure to maintain a continuity of work towards completion within the agreed timeframe.
- f. Failure to complete reinstatement and backfilling of the carriageway and berms.
- g. Failure to carry out remedial or maintenance works.
- h. Failure to reinstate signage and road marking within 48 hours to Council's satisfaction
- i. Failure to comply with the terms of this agreement

1.13.3 Request by the Contractor seeking removal as an approved concrete contractor.

2.0 WORKS

2.1.1 PRELIMINARY

2.1.1 The Approved Concrete Contractor shall at all times:

- a. Exercise due care and skill;
- b. Comply with all relevant legislative requirements;
- c. Comply with all reasonable directions given by Council;
- d. Maintain all licences and permits required by law for the performance of the work.
- e. Use best trade practice in all work they undertake.

2.2 SPECIFICATION

- 2.2.1 All works shall be carried out in accordance with the Council's Engineering Standards for Land Development 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 ACC.

2.3 NOTIFICATION OF STAGES OF WORK

- 2.3.1 The ACC shall arrange with Council the mandatory inspections stated in the Vehicle Crossing Consent. It is a mandatory requirement to have the vehicle crossing inspected by Council prior to the placement of any concrete. The vehicle crossing will be subject to a satisfactory pre-pour inspection and final inspection. Failure of an inspection will require rework to the satisfaction of the Council before the vehicle crossing may be accepted as complete.

2.4 MATERIALS AND LABOUR

- 2.4.1 The Approved Concrete Contractor shall supply all plant, materials, and labour necessary for the performance of the works.

2.5 HOURS OF WORK

- 2.5.1 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.

- 2.5.2 Notwithstanding the stated hours of work, inspections by Council will only be carried out between 8.00 am and 5.00 pm, Monday to Friday.

2.6 DAMAGE TO PROPERTY

- 2.6.1 Any damage to property regardless of ownership shall be promptly notified to both Council and the owner of said property. The ACC 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.

2.7 COMPLETION OF WORKS

- 2.7.1 When the Approved Concrete Contractor advises Council that all matters relating to the installation have been completed, a final site inspection shall be convened.

3.0 DISPUTES

Refer to 2.3.1

3.1 DISCUSSIONS BETWEEN PARTIES

- 3.1.1 The parties 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 ACC 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 ACC 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 ACC 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 parties in the same manner as that in which this agreement was signed.

4.2 **ASSIGNMENT**

- 4.2.1 The ACC shall only 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. For clarity, this means that any sub-contracting of any of the ACC's liabilities or rights under this agreement shall only be undertaken by an Approved Concrete Contractor.

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, The Square, Palmerston North 4442. Council may serve notices by posting them to the last known place of business of the Contractor.

SIGNED on behalf of **THE**)
PALMERSTON NORTH)
CITY COUNCIL by:)

(Signature)

(Name)

(Title)

(Date)

(Signature)

(Name)

(Title)

(Date)

SIGNED by the Approved)
Contractor)
)
by:)

Signature of Director

Name

Date

Signature of Director

Name

Date

Where there is one director, the director's signature must be witnessed:

Signature of witness

Date

Name of witness:

City of residence:

Occupation:

Version April 2023

