Information for contracting parties interested in becoming an

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

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 Developments Team, interested parties can do this by emailing the Developments Team on delt@pncc.govt.nz 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.

To proceed with your application, please provide the following.

Application Process

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

- **Staff Experience & Qualification**

- Relevant experience of all staff involved.
- CVs for each staff member, including qualifications, skills, and work history.
- Evidence of disinfectant training for drainlayers
- Evidence of experience in laying water mains (note: no work will be done on live water)
- Certificates for relevant training e.g. Safe handling AC pipes; Confined space training; PE pipe welding, Water Main Disinfection; Pressure testing for pressure pipe
- Certification from the Plumbers, Gasfitters & Drainlayers Board NZ
- Medical clearance (only required if working on water supply).

- **SHEQ (safety, health, environment, quality Documentation**

- Company Health and Safety Policy.
- Safety Management plans.
- Environmental Plans
- Risk management documents (e.g., hazard registers)

- Quality Plans (QMS)

➢ **Insurance & Prequalification**

- Confirmation of Public Liability Insurance
- Prequalification via SiteWise NZ - SiteWise NZ - Contractor Health & Safety System

➢ **Project Track Record**

- Details of **three** completed projects (within the last 3 years) involving:
  - Waste Water
  - Storm Water
  - Water Supply Reticulation

➢ **Each project should include:**

  - Description of the work
  - Confirmation of quality and minimal defects
  - Two current client or Council referees with contact details

2. Attend the Council training seminars

- If a 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: The time frame between approval of the application and the training seminar is dependent on the number of requests.

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 NZC in Infrastructure Works - Pipeline Construction and Maintenance Level 3; or NZA Pipeline Construction and Maintenance Level 4; or equivalent industry recognised alternatives (as required by the nature of the work undertaken) e.g. Registered Drain Layer.

Supervisory staff must have Level 4 NZC in Infrastructure Works (Single Site Supervision)

Contractors must demonstrate competence in the following areas.

- Relevant Experience
- Plant and equipment proposed to be employed in such works
- Supervisory staff qualified in all fields of work
- 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 Bylaws | Palmerston North City Council (pncc.govt.nz)

Wastewater Drainage - Palmerston North Trade Waste Bylaw 2022 (pncc.govt.nz)

Water Supply - Palmerston North Water Supply Bylaw 2015 (pncc.govt.nz)

Stormwater Drainage - stormwater-bylaw-2022.pdf (pncc.govt.nz)

Engineering and Installation Specifications

The contractor must follow the technical standards and design requirements in accordance with PNCC current Engineering Standards for Land Development. An electronic version of the standards document is available from the Council website: Engineering Standards for Land Development | Palmerston North City Council (pncc.govt.nz)

An electronic version of the PNCC Standard Drawings is available on Engineering Standards for Land Development | Palmerston North City Council (pncc.govt.nz)

Wastewater Drainage - Section 4

Water Supply - Section 5

Stormwater Drainage – Section 6

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 Developments Team – at delt@pncc.govt.nz

Water Supply Health Declaration

APPLICANT DETAILS: (Please Print)

Full Name: ……

Street Address: .....
……..
……..
Contact Phone Number: ……..

Health Policy:

It is essential for the protection of Public Health, as well as the Health and well-being of the Contractors' staff, that special attention is given to diseases that are communicable by water.

All Contractor's personnel who handle or repair fittings or pipes, or who carry out any repair, maintenance, or connection work shall be requested to undergo the following programme of testing and / or inoculation before and during the contract. The testing and inoculation programme shall be undertaken at the Contractor's expense and include:

- Hepatitis A
- Hepatitis B
- Salmonella
- Typhoid
- Shigella
- Giardia Lamblia
- Cryptosporidium
- Campylobacter
- Yersinia

The following routine vaccination shall also be followed:

• Polio	Every ten years
• Hepatitis A	Every ten years (unless immune)
• Hepatitis B	Every ten years (unless immune)
• Typhoid	Every 3 years
• Tetanus	Every 3 years

The Contractor shall provide written documentation, on an annual basis, to confirm that inoculations remain effective and that all personnel employed on works associated with the water supply and wastewater systems have medical clearance.

Best Practice:

Any person authorised to work on the water supply network, who has suffered from symptoms of gastrointestinal disorder such as diarrhea, vomiting, or stomach cramps **MUST NOT** work on the network until they have been clear of symptoms following recovery from the disorder for at least two days.

Health Declaration:

I confirm that my employees have not had or been exposed to any illness that would pose a threat to the city water supply.

I confirm that inoculations are currently effective for all personnel from my company employed on works associated with the water supply systems.

I have read, understood, and agree to abide by the Health Policy and Best Practice.

I authorise Council to check my name, and those of my employees, against the notifiable diseases list held by the Department of Public Health and agree to provide a written health clearance from my Doctor if required.

Signed: …..…… (Applicants Signature)

Date: .....

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 (unless terminated earlier). 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 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 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.

1.5.4 The ASC shall have a current health and safety prequalification with Sitewise at green level or greater or the equivalent with IMPAC/PREQUAL

1.5.5 All Contractors' personnel who handle or repair fittings or pipes, or who carry out any repair, or maintenance of connection work shall be requested to fill in the **Water Supply Health Declaration form**.

1.6 Engagement of Approved Service 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 NZ Transport Agency Waka Kotahi New Zealand Guide to Temporary Traffic Management (NZGTTM).

1.7.2 Each ASC must ensure that all staff are competent with temporary traffic management and risk assessment procedures as per **PCBU** (Person Conducting a Business or Undertaking in NZ)

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 Corridor Access documentation 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 thereof the work undertaken. If this has not been complied with, 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 Section1 – 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 Development Team. 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 liquidation, 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 specifications 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 approval to proceed.

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

f) Failure to complete reinstatement of the carriageway, and berms following the installation of services and included signage, and road markings within 48 hours.

g) Failure to carry out remedial or maintenance works.

h) Failure to comply with the terms of this agreement

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 directions given by Council;

d) Maintain all licenses and permits required by law for the performance of the work;

e) Use best trade practice.

2.2 Standards and Specifications

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 Temporary Traffic Management (CoPTTM)*. 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 practices 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 waterborne diseases, operators/workers are to obtain a medical clearance against being carriers of potential waterborne diseases.

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 with a program of work identifying the times/subsequent stages requiring inspection.

2.4.2 ASC must provide at least 3 days' written notification to the Developments Team via delt@pncc.govt.nz to arrange an inspection.

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.

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.

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 the 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 and Novation

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.

4.2.2 The parties acknowledge that the Council is proposing to transfer its water, wastewater and stormwater related assets, liabilities and related matters to Central Districts Water Limited (CDW) on or around 1 July 2027 (Transfer Date) and that this agreement may be affected by, and transferred as part of, that process by written notice from Council to the ASC.

The ASC irrevocably agrees in advance to the novation of this agreement to CDW, with effect from the Transfer Date, without the need for any further consent, approval or action. The ASC consents to this agreement being shared with CDW in advance of such novation.

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.

Acknowledgment of the terms and conditions detailed in this agreement

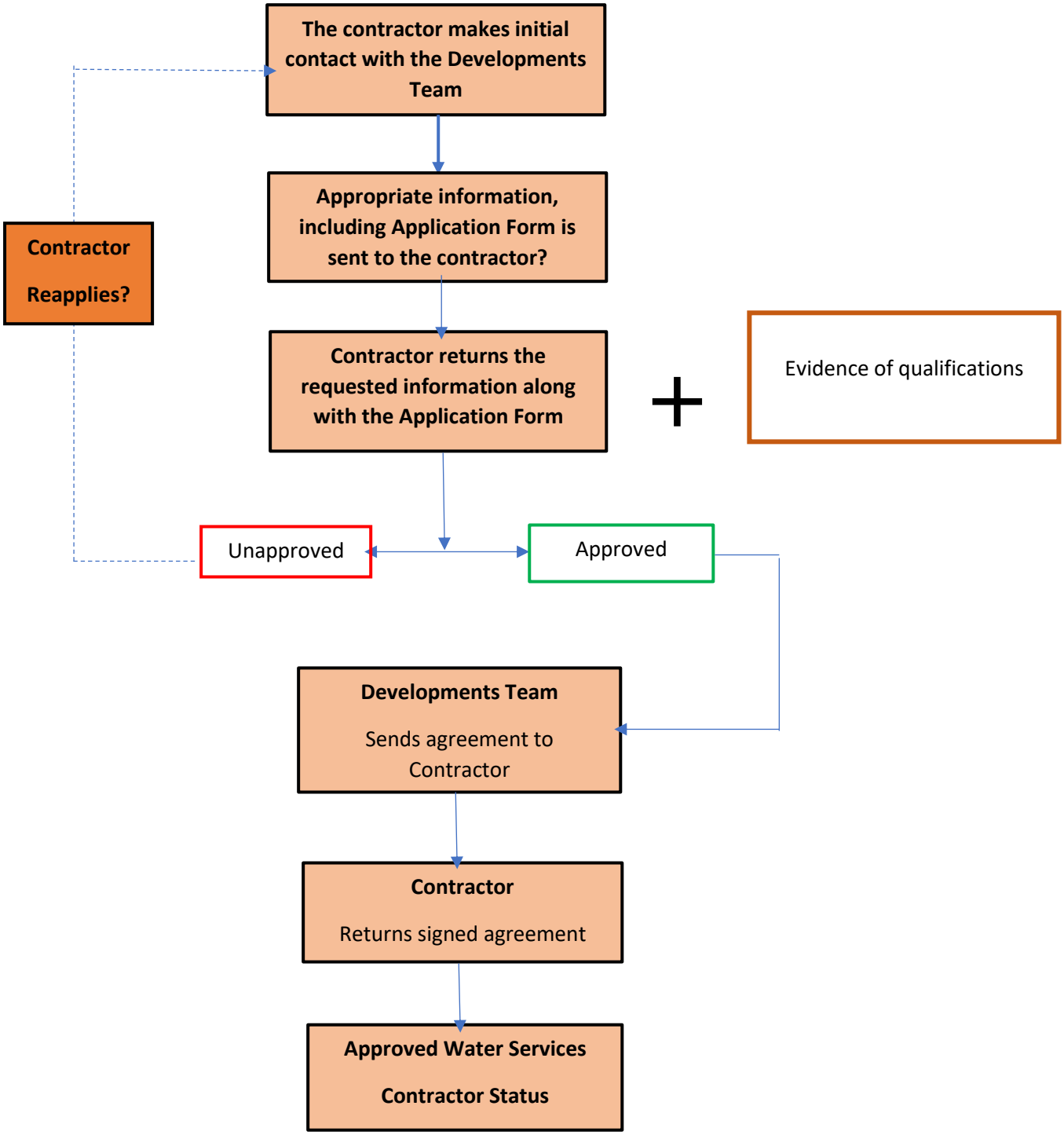
To be signed on behalf of the **PNCC:**

Signature and Date	Print Name	Position
Signature and Date	Print Name	Position

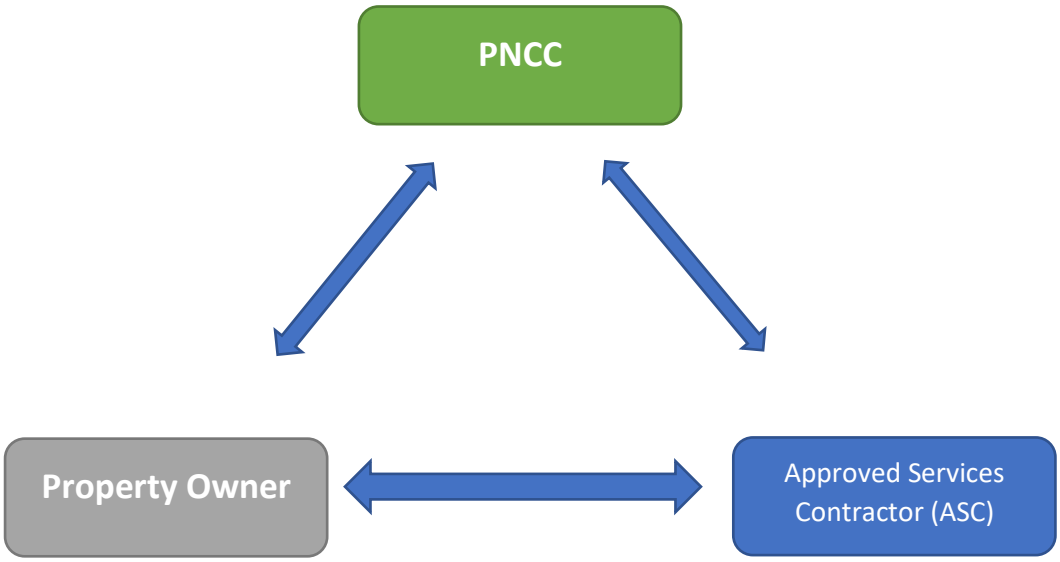
To be signed on behalf of **Contractor:**

Signature and Date	Print Name	Position

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



Section 3 – Obligations and Responsibilities



a) PNCC will register Contractors experience in the installation of services
b) The property owner / Developer applies to PNCC for consent to connect to the council services
c) With this consent, the property owner / Developer negotiates the price of installation of the service and engages the Approved Service Contractor (ASC) of choice.
d) Contractor carries out the works to standards set and monitored by PNCC
e) Payment for the works is made by the property owner / Developer direct to the Contractor.

Installation of Service

It is the Approved Service Contractor's responsibility to obtain a Corridor Access Request (To be accompanied by a Traffic Management Plan and Local Hazard Management I.D Form) and inform the Developments Team prior to the commencement of the work.