



Kaipara te Oranganui

**KAIPARA
DISTRICT**

Two Oceans Two Harbours

Externally-Funded Projects Committee Meeting Agenda

Date: Wednesday, 17 February 2021
Time: 9.30 a.m.
Location: Lighthouse Function Centre
32 Mount Wesley Coast Road
Dargaville

Elected Members: Mayor Dr Jason Smith
Deputy Mayor Anna Curnow
Councillor Victoria del la Varis-Woodcock
Councillor Karen Joyce-Paki
Councillor Jonathan Larsen
Councillor Mark Vincent
Councillor Peter Wethey
Councillor David Wills
Councillor Eryn Wilson-Collins

*For any queries regarding this meeting please contact
the Kaipara District Council on (09) 439 7059*

1. Opening	
1.1. Karakia	
1.2. Apologies	
1.3. Confirmation of agenda	
1.4. Conflict of interest declaration	
2. Minutes	
2.1. Confirmation of minutes 02 December 2020	1
3. Wharves February project update	3
4. Pahi Wharf – Agreement for Sale and Purchase	9
5. Pōuto wharf physical works procurement plan update	43
6. Water February project update	71
7. Pōuto Road Phase 1 February project update	77
8. Pōuto Road Phase 2 update	83
9. Waipoua River Road February project update	89
10. Waipoua River Road project contingency	95
11. Unsealed Roding Network project update February 2021	99
12. Kaihu Valley Trail project update February 2021	105
13. Mangawhai Shared Path February Project Update	113
14. Kaiwaka Footbridges February project update	119

15.	Kaiwaka Footbridges procurement plan	125
16.	EFP Programme Financial Overview February 2021	133
17.	Te Tai Tokerau Worker Redeployment Package Kaipara District Council Parks - Progress Report	137
18.	Resolution to move into Public Excluded Session	147
19.	Return to Open Session	
20.	Closure	

**Minutes of the Ordinary meeting of the
Externally-Funded Projects Committee**

Date: Tuesday 1 December 2020
Time: 9:30 am – 1:09 pm
Location: Lighthouse Function Centre / Te Whare Taonga o Tunatahi
32 Mount Wesley Coast Road
Dargaville

Members Present: Mayor Jason Smith
Deputy Mayor Anna Curnow
Councillor Jonathan Larsen
Councillor Victoria del la Varis-Woodcock
Councillor Mark Vincent
Councillor Peter Wethey
Councillor David Wills
Councillor Eryn Wilson-Collins
Apologies: Councillor Karen Joyce-Paki

1. Opening

1.1 Karakia

Mayor Smith opened the meeting with a karakia.

1.2 Apologies

Moved: Mayor Smith

Seconded: Cr del la Varis-Woodcock

That the apologies of Councillor Joyce-Paki be accepted.

Carried

1.3 Confirmation of agenda

Moved: Mayor Smith

Seconded: Deputy Mayor Curnow

That the Externally-Funded Projects Committee:

- a) Confirms the agenda for 1 December 2020 with the addition of an item 2.2 being a discussion around reporting requirements for the committee.

Carried

1.4 Conflict of interest declaration

Nil

2. Information

2.1 Externally-funded projects programme update December 2020

Moved: Mayor Smith

Seconded: Deputy Mayor Curnow

That the Externally-Funded Projects Committee:

- a) Notes the Externally-funded projects (EFP) programme update December 2020 report

[Secretarial note: Cr Wills joined the meeting at 9.36 am]

[Secretarial note: Cr Wills declared a Conflict of Interest at 9.57 am with regard to Kaihu Valley Trail, having joined the meeting during discussions on the Trail.]

Meeting adjourned for morning tea 10.36 am.

Meeting reconvened at 10.47 am.

Meeting adjourned for a brief break 11.59 am.

Meeting reconvened at 12.03 pm.

Carried

2.2 Reporting requirements – for discussion.

[Secretarial note: Discussion occurred on feedback for reporting to this committee.]

[Secretarial note: Cr Vincent left the meeting at 1.08 pm]

3. Closure

Mayor Smith closed the meeting with a karakia.

The meeting closed at 1.09 pm

Wharves February project update

Meeting: Externally Funded Projects Committee
Date of meeting: 17 February 2021
Reporting officer: Joanne Reid, Programme Manager

Purpose/Ngā whāinga

To update on the progress (including financial status, risks, issues, milestones achieved and next steps) of the Wharves Project.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Notes the Wharves February project update.

Discussion/Ngā kōrerorero

A detailed project update is provided in Attachment A: Externally funded projects (EFP) Wharves status report February 2021.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The projects will continue to progress as specified in the Externally funded projects (EFP) Wharves status report February 2021.

Attachments/Ngā tapiritanga

A	Externally funded projects (EFP) Wharves status report February 2021

EXTERNALLY FUNDED PROJECTS: WHARVES

Project Name	Wharves	Date of Report	28/01/2021
Current Phase	Procurement	Project Manager	Mark Bell

COMPONENT	Schedule	Green	Budget	Amber	Risks/Issues	Amber
PREV. MONTH	Schedule	Amber	Budget	Amber	Risks/Issues	Amber
Comment Schedule is now Green due the contract variation to amend the programme milestone dates being approved by MBIE. Budget is currently Amber due to the possible construction budget shortfall for Pouto Wharf. The preferred option currently has an estimated cost range of \$1.8-2.5m to complete the construction phase. Actions that are being pursued to bring the project within budget include cost savings through scope and design tweaks, engagement with head contractor, and delaying construction period to align with head contractor work programme. Risks/ Issues is currently Amber in reflection of the above.						

OVERALL BUDGET (\$)	CURRENT FY BUDGET (\$)	SPEND TO DATE (\$)	BUDGET SPENT TO DATE (%)
\$4,950,000	\$4,504,411	\$1,478,020	29%
	OVERALL BUDGET BY WHARF (\$)	SPEND TO DATE BY WHARF (\$)	
Investigation (all)	950,000	700,247	
Dargaville Pontoon	654,000	655,966	
Pouto Wharf	1,809,000	82,712	
Pahi Wharf	865,000	34,386	
Beach Landing	400,000	4,709	
PROJECT FUNDING ALLOCATIONS			
Infrastructure Reference Group (IRG)			\$
Provincial Growth Fund (PGF)			\$4,950,000
Kaipara District Council			\$
Other (e.g. Waka Kotahi)			\$
PROJECT BUDGET BY PHASE			
INVESTIGATION (\$)	DESIGN (\$)	CONSTRUCTION (\$)	
950,000		\$4M (note: \$4m allocation relates to design and construction phase)	
COMMENTS			
Overall budget includes \$272,000 holding budget (to be assigned to capex project as appropriate once final estimates for Pahi & Pouto are available)			

PROJECT BACKGROUND

In June 2019, MBIE allocated \$4,950,000 of funding from the Provincial Growth Fund (PGF) to begin the redevelopment of the Kaipara harbour.

The funding was divided into two tranches, \$950,000 for the investigation and analysis of the financial and economic benefits of a network of wharves and \$4,000,000 for the subsequent construction and implementation of the identified opportunities.

The Dargaville pontoon was opened in October 2020 and design options are currently being refined at Pouto point and Pahi. The project has also investigated the opportunity of creating a beach landing with three marae, to date none of the three engaged have requested the beach landing be progressed at their location.

An overview of the Marae Beach Landing engagement steps taken and the context behind the marae declines has been shared with MBIE. The project team are to review alternative funding allocation options and share a recommendation to MBIE for endorsement.

UPDATE FROM PREVIOUS MONTH – LAST MONTH'S ACTIVITIES

Dargaville Pontoon

- Mooring Dolphin resource consent approved & insurance for the Pontoon in place. This component of the wharves project is now closed.

Pouto Wharf

- Pouto registration of interest (ROI) shortlist members have been notified of outcome and are now awaiting next stage in selection process
- Proposed amendment to programme completion dates for Pouto wharf (extending completion date to Dec 2021) approved by MBIE
- Pouto Detailed Business Case finalised and shared with MBIE for review, confirming preferred wharf location (Fisherman's Rock accessed off beach via revetment access path)

Pahi Wharf

- Agreed ownership of the Pahi wharf to be transferred to Council via purchase, with a licence to occupy (LTO) to be established between Council and the Regatta club, outlining the club's obligations to meet ongoing maintenance requirements related to the Wharf Pouto Detailed Business Case draft received
- Proposed amendment to programme completion dates for Pahi wharf (extending Pahi wharf completion date to June 2021) approved by MBIE

Beach Landing

- Confirmed the Beach landing proposition will not be progressed through the previously engaged marae (Oruawharo Marae, Waihaua Marae and Otamatea Marae)
- Final close out report for Investigations of Marae Beach Landings is being produced by Isthmus and AR & Associates

ACTIVITIES GOING FORWARD – THIS MONTH'S ACTIVITIES

Pouto Wharf

- Pouto request for tender (RFT) live on Tender link

Pahi Wharf

- Pahi wharf purchase finalised and licence to occupy (LTO) executed between Regatta Club and Council
- Resource consent application submitted

Beach Landing

- Investigate potential opportunities for reallocation of Marae Beach Landing funding (\$400k)

COMMUNITY ENGAGEMENT / MEDIA ACTIVITY PLANNED – NEXT TWO MONTHS

Pahi Wharf

- Media release (pending purchase agreement execution) via Antenno, social media, Kaipara KickStart newsletter and website, through Kaipara Kōrero newsletter and local newspapers announcing Regatta Club and KDC agreement and sharing construction start dates
- Site blessing prior to start of construction works – date TBC

DECISION PAPERS SUBMITTED: PENDING DECISION

Pahi Wharf

- Agreement for Sale and Purchase decision paper to be presented at the Externally Funded Projects Committee meeting on 17th February 2021

Pouto Wharf

- Pouto wharf physical works procurement plan update decision paper to be presented at the Externally Funded Projects Committee meeting on 17th February 2021

PROJECT MILESTONES	STATUS (R, A G)	BASELINE (PLANNED) COMPLETION DATE)	EXPECTED COMPLETION DATE	COMMENTS
Contract executed	Complete	Complete	Complete	
<u>Dargaville Pontoon</u> complete & opening event	Complete	Complete	Complete	
<u>Beach Landing</u> Confirm potential opportunity to reallocate funding	Green	Feb 21	Feb 21	
<u>Beach Landing</u> Completion of physical works	Green	June 21	June 21	
<u>Pahi Wharf</u> Award physical works contract	Amber	Jan 21	Feb 21	Delayed due to wharf ownership discussions
<u>Pahi Wharf</u> Construction commencement	Green	Mar 21	Mar 21	

<u>Pahi Wharf</u> Construction complete	Green	Jun 21	Jun 21	
<u>Pahi Wharf</u> Opening Event	Green	Jun 21	Jun 21	
<u>Pouto Wharf</u> Detailed business case submitted to MBIE	Complete	Complete	Complete	
<u>Pouto Wharf</u> Award physical works contract	Green	Apr 21	Apr 21	
<u>Pouto Wharf</u> Planning & Design	Green	May 21	May 21	
<u>Pouto Wharf</u> Construction commencement	Green	Jun 21	Jun 21	
<u>Pouto Wharf</u> Construction complete	Green	Dec 21	Dec 21	
<u>Pouto Wharf</u> Opening Event	Amber	Dec 21	Dec 21	

OPEN PROJECT RISKS	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
There is a risk there will be insufficient funding to complete all three implementation projects	Amber	Amber	Mark Bell	Mitigations for this risk continue to be forward planning procurements, identifying opportunities for combining scope, providing enough time for responses and encouraging local suppliers.
<u>Pouto Wharf</u> There is a risk the Pouto community's preferred wharf location may not be achievable within the project parameters	Amber	Amber	Mark Bell	This risk is being mitigated via the requested extension to project milestone dates to enable the project to negotiate best solution & value for money for the preferred location

OPEN PROJECT ISSUES	PREV MONTH (R,A,G)	STATUS R,A,G)	OWNER	COMMENTS
<u>Pouto Wharf</u> The preferred option for Pouto Wharf currently has an estimated cost range of \$1.8-2.5m to complete the construction phase, which presents a budget issue for this component.	Amber	Amber	Mark Bell	Project team to perform value engineering exercise, review procurement strategy and delay construction to align with successful contractors work programme to gain further cost savings.

Pahi Wharf – Agreement for Sale and Purchase

Meeting: Council Meeting
Date of meeting: 17 February 2021
Reporting officer: Jody Kelly, Project Manager

Purpose/Ngā whāinga

This report seeks approval to delegate authority to the Chief Executive (CE) to endorse the terms and conditions within the Sale and Purchase Agreement and Licence to Occupy for Pahi Wharf. The agreement between the Pahi Regatta Club Incorporated (PRCI) and Kaipara District Council (KDC) includes (1) an Agreement for Sale and Purchase of Pahi Wharf and (2) License to occupy.

Executive summary/Whakarāpopototanga

The Pahi wharf was identified as an investment priority within the Kaipara KickStart Wharves Programme Business Case, which allocated \$864,320 in Provincial Growth Fund (PGF) funding towards specific renewal works. The renewal works includes improvements to the existing structure and an extension including a new gangway and pontoon. This upgrade will provide a sufficient level of service to cater for passenger ferries, oyster boats and charter operations.

As the existing wharf asset is currently owned and maintained by the PRCI. The existing wharf and subsequent new asset (including the upgraded wharf, new gangway and new pontoon) are to be transferred to Council. This requires an Agreement for Sale and Purchase of the existing Pahi Wharf asset to be executed and a License to occupy to be established between PRCI and KDC.

Recommendation/Ngā tūtohunga

That the External Projects Funding Committee:

- a) Approves the Agreement for Sale and Purchase of Pahi Wharf and a Non-exclusive license to occupy.
- b) Delegates the Chief Executive responsibility for endorsing the terms and conditions within the Agreement for Sale and Purchase of Pahi Wharf and Non-exclusive license to occupy.

Context/Horopaki

This report outlines the mutual agreement for sale and purchase of the existing wharf and the licence to occupy. The agreement is between the PRCI and KDC.

The purchase price \$1,000 plus GST has been endorsed by PRCI.

The Licensee (PRCI) will have full use of the Pahi Wharf and the licensed area in common with others for their permitted use and shall permit the public to use the Pahi Wharf. The Licence to Occupy agreement stipulates PRCI and KDC roles and responsibilities and the maintenance terms.

Discussion/Ngā kōrerorero

Under the License to Occupy agreement, the licensee (PRCI) is required to maintain those parts of the wharf which are principally used by the licensee and make good (by repair or replacement as necessary) any damage caused by the licensee.

KDC will be responsible for insuring for the new asset, estimate to cost ~\$1000 (based on the recent insurance cost of the Dargaville Pontoon)

Options

Option 1: Approve the Agreement for Sale and Purchase of Pahi Wharf and a Non-exclusive license to occupy.

Option 2: PRCI retain ownership of the existing wharf and adopt ownership of the new assets including a pontoon and gangway. This option posed several issues including the following.

- PRCI are reluctant to retain ownership of the new asset due to consenting expectations, insurance, and liability. These conditions and requirements have increased dramatically over the last 30 years and present a large burden to the local community club.

The recommended option is **option 1**.

Policy and planning implications

N/A

Financial implications

Purchase price of the existing asset: \$1,000 + GST.

Insurance cost: ~\$1000

Risks and mitigations

Option 2 was considered and discounted due to the risk and issues this option presented.

Option 1 mitigates the risk of the PRCI declining to sign up to the liability that comes with owning and maintaining the new assets. This option was also the PRCI preferred option, and thus creates a collaborative relationship between Council and the Pahi community.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

- The CE executes the Agreement
- Project progresses to apply for resource consent for the new asset build

Attachments/Ngā tapiritanga

	Title
A	Agreement for Sale and Purchase of Pahi Wharf
B	Licence to Occupy for Pahi Wharf

PAHI REGATTA CLUB INCORPORATED
(Club)

KAIPARA DISTRICT COUNCIL
(Council)

**AGREEMENT FOR SALE AND
PURCHASE OF PAHI WHARF**

BROOKFIELDS
LAWYERS

AGREEMENT FOR SALE AND PURCHASE OF PAHI WHARF

CONTENTS

PARTIES	1
INTRODUCTION	1
1. DEFINITIONS AND INTERPRETATION	1
2. CONDITIONS PRECEDENT	3
3. SALE AND PURCHASE OF ASSETS	4
4. PAYMENT OF PURCHASE PRICE	4
5. PRE-COMPLETION OBLIGATIONS	4
6. RISK	4
7. COMPLETION OBLIGATIONS	4
8. WARRANTIES	5
9. CONFIDENTIALITY	7
10. DEFAULT, CANCELLATION	7
11. DISPUTE RESOLUTION	8
12. FORCE MAJEURE	9
13. COUNCIL'S REGULATORY FUNCTIONS	9
14. GENERAL	9
1. DEFINITIONS AND INTERPRETATION	5
2. TERM OF LICENCE	6
3. ANNUAL LICENCE FEE	6
4. OUTGOINGS	7
5. REPAIR MAINTENANCE AND REPLACEMENT	7
6. INSURANCES	8
7. NATURE OF LICENCE/PUBLIC USE	8
8. PERMITTED USE	9
9. COMMUNITY BENEFITS AND PERFORMANCE MEASURES	10
10. LEGISLATION, BYLAWS AND HEALTH AND SAFETY	10
11. INDEMNITY	11
12. ASSIGNMENT OR SUBLETTING	11
13. SUSPENSION AND TERMINATION	11
14. CONSEQUENCES ON TERMINATION	12
15. COUNCIL'S RIGHT TO INSPECT AND UNDERTAKE WORK	12
16. ALTERATIONS, REPLACEMENTS OR CONSTRUCTION OF IMPROVEMENTS	13
17. COMPLIANCE WITH CONSENTS	13
18. COUNCIL'S ROLE AS TERRITORIAL AUTHORITY	13
19. RESERVES ACT 1977	13

20. DISPUTES AND MEDIATION..... 13

21 GENERAL 13

22. NOTICES 14

21. COUNCIL POLICIES 15

AGREEMENT FOR SALE AND PURCHASE OF PAHI WHARF

AGREEMENT dated the day of 2020

PARTIES

1. **PAHI REGATTA CLUB INCORPORATED ("Club")**
2. **KAIPARA DISTRICT COUNCIL ("Council")**

INTRODUCTION

- A. The Club is an incorporated society registered on the Register of Incorporated Societies under registration number 223837. The Club is also known as the "Pahi Boating and Fishing Club".
- B. Pahi Wharf is situated in the Kaipara District which is administered by Council. The access ramps and supporting piles of the Pahi Wharf are situated on Council Land and extend into the Coastal Marine Area which is controlled by the Northland Regional Council.
- C. The Club owns the structures comprising the Pahi Wharf and is responsible for maintaining the wharf structures and the sea wall adjacent to and connecting to the Pahi Wharf (as required by the 1996 Reserve Management Plan).
- D. The Club has agreed to sell the Pahi Wharf to Council, and Council has agreed to purchase the Pahi Wharf from the Club on the terms and conditions contained in this Agreement.

AGREEMENT

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions:** In this Agreement, unless the context otherwise requires:

"**Agreement**" means this agreement and includes the schedules and annexures.

"**Completion**" means completion of the sale and purchase of the Pahi Wharf in accordance with clause 7.

"**Completion Date**" means the date which is five (5) Working Days after the date the last of the Conditions is satisfied.

"**Conditions**" means the conditions described in clause 2.

"**Confidential Information**" means any information:

- (a) relating to the terms of this Agreement;
- (b) relating to the business affairs of any party;
- (c) disclosed by any party to the other on the express basis that such information is confidential; or
- (d) which might reasonably be expected by any party to be confidential in nature.

provided that where information relates exclusively to one party, nothing in this Agreement shall require a party to maintain confidentiality in respect of that Information.

"Consent(s)" means any consent including land use or regional consent required under the Resource Management Act 1991, Marine and Coastal Area (Takutai Moana) Act 2011 or any other applicable legislation relating to the structures comprising the Pahi Wharf or the Upgrade Works.

"Encumbrance" means:

- (a) any mortgage, charge, encumbrance, lien, pledge, option, right of first refusal, right to acquire, right of pre-emption, finance lease, sale and buy-back, sale and lease-back, sale and repurchase, assignment by way of security, equitable interest, retention of title or any other interest or other arrangement of any nature having similar economic effect; and
- (b) any present or future right or interest in personal property that is a security interest for the purposes of the PPSA.

"Force Majeure Event" means any unforeseen event or circumstance beyond the reasonable control of the party affected by the event, including (without limitation) any:

- (a) earthquake, storm, landslide, fire, flood, and acts of God;
- (b) strike, lockout or other industrial disturbance by or amongst employees of a person other than the affected party which is national in its scope and effects;
- (c) act of public enemy, or declared or undeclared war or threat of war;
- (d) terrorist act, blockade, revolution, riot, insurrection, civil commotion or public demonstration (other than one caused by the affected party); or
- (e) Governmental restraint, legislation or regulation; or
- (f) pandemic or epidemic.

"GST" means goods and services tax payable under the GST Act.

"GST Act" means the Goods and Services Tax Act 1985.

"Licence" means a licence to occupy the Pahi Wharf materially in the form attached at Appendix A subject to such amendments as Council may reasonably require or that are necessary or desirable to give effect to this Agreement and Council's current policy on public access to Council assets.

"Pahi Wharf" means the structures which make up the Pahi wharf located at the end of Pahi Road as shown on the plan attached at Appendix B.

"Purchase Price" means \$1,000 plus GST.

"Transaction" means the transaction recorded in this Agreement.

"Upgrade Works" means physical works required to construct upgrades to the Pahi Wharf including a pontoon and gangway as described in the Project Memorandum prepared by WSP dated 31 August 2020.

“**Warranties**” means the warranties given by the Cub described in clause 8.2.

“**Working Day**” has the meaning ascribed to that term in the Property Law Act 2007.

1.2. **Interpretation:** In this agreement:

- (a) where the context permits, the singular includes the plural and vice versa;
- (b) references to any “party” mean a party to this Agreement and include the successors and permitted assignees (as the case may be) of that party;
- (c) references to clauses and schedules are to clauses in, and the schedules to, this Agreement (unless stated otherwise). Each such schedule forms part of this Agreement;
- (d) where the context permits, references to a “person” include an individual, firm, company, corporation or unincorporated body of persons, any public, territorial or regional authority, any government, and any agency of any government or of any such authority;
- (e) defined words and expressions bear the defined meaning throughout this Agreement including the Background.

2. CONDITIONS PRECEDENT

2.1 This Agreement is conditional on:

- (a) Council passing a resolution approving its entry into this Agreement;
- (b) the members of the Club approving its entry into this Agreement in accordance with its rules.

2.2 The dates for satisfaction of the conditions in clause 2.1 are as follows:

- (a) clause 3.1(a): [Twenty (20) Working Days] from the date of this Agreement;
- (b) clause 3.1(b): [Twenty (20) Working Days] from the date of this Agreement;

or such later date or dates as the parties may agree.

2.3 If any of the conditions are not satisfied by the due date, this Agreement will be voidable by either party giving notice in writing to the other and, if avoided, neither party shall have any claim against the other provided that nothing in this clause shall affect any provision that is intended to survive termination.

2.4 The condition in clause 2.1(a) has been inserted for the sole benefit of Council by whom it may be waived in whole or in part. The condition in clause 2.1(b) has been inserted for the benefit sole benefit of the Club by whom it may be waived in whole or in part.

2.5 The parties shall use all reasonable endeavours to satisfy the conditions in clause 2.1 by the condition dates in clause 2.2.

3. SALE AND PURCHASE OF ASSETS

- 3.1 Subject to the satisfaction of the Conditions, the Club shall sell, and Council shall purchase, the Pahi Wharf free of Encumbrances at the Purchase Price and otherwise on the terms and conditions contained in this Agreement.

4. PAYMENT OF PURCHASE PRICE

- 4.1 **Payment:** Subject to the Club meeting its obligations under clause 7.2, Council shall satisfy the Purchase Price by the payment in cleared and immediately available funds to the Club on the Completion Date.

5. PRE-COMPLETION OBLIGATIONS

- 5.1 **Positive obligations of the Club:** Pending Completion the Club shall, except to the extent that the Council otherwise agrees in writing or as expressly permitted by this Agreement:
- (a) maintain the Pahi Wharf in as good a state of operating condition and repair as at the date of this Agreement, except for ordinary fair wear and tear;
 - (b) maintain all existing insurances in respect of the Pahi Wharf;
 - (c) immediately notify the Council of any law suits, claims, proceedings or adverse events which may occur, be threatened, brought, asserted or commenced against it, its directors or employees, involving or affecting the Pahi Wharf;
 - (d) refrain from doing or omitting to do any act which would render any of the Warranties materially untrue; and
 - (e) promptly notify the Council in writing of any breach of a Warranty or of any matter which would constitute a breach of Warranty at Completion if all the Warranties were deemed to be repeated at Completion.

6. RISK

- 6.1 **Risk until Completion:** The Pahi Wharf shall remain at the risk of the Club until Completion.
- 6.2 **Damage prior to Completion of the Pahi Wharf:** If any of part of the Pahi Wharf is lost, destroyed or damaged prior to Completion and the loss, destruction or damage has not been made good by the Completion Date, the Purchase Price shall be reduced by an amount equal to the amount needed to make good the loss, destruction or damage.

7. COMPLETION OBLIGATIONS

- 7.1 **Time for Completion:** Completion shall take place not later than 3.00pm on the Completion Date at the offices of Council's solicitors, or such other place as agreed between Council and Club.
- 7.2 **The Club's obligations on Completion:** At Completion:

- (a) the Club must transfer, or procure the transfer of, the Pahi Wharf to Council, free of all Encumbrances;
- (b) title to the Pahi Wharf shall vest in Council;
- (c) the Club shall give to Council control or possession of the Pahi Wharf;
- (d) the Club shall, except to the extent that Council has otherwise directed in writing prior to Completion, deliver the following to the Council:
 - (i) such copies as the Club possess or control of Consents;
 - (ii) releases and discharges of all Encumbrances over the Pahi Wharf (if any);
 - (iii) all other documents and things necessary to transfer to Council title to and possession of the Pahi Wharf,

in each case in a form satisfactory to the Council (acting reasonably).

7.3 Assignment of rights: The Club shall assign to Council, with effect from Completion:

- (a) all of the Club's property and contractual rights in the Pahi Wharf;
- (b) the benefit of all rights of the Club (including any warranty rights) against third parties relating to the Pahi Wharf to the extent that such rights are capable of assignment by the Club.

7.4 Deemed delivery: The Club may deliver to Council any item required to be delivered at Completion by placing that item under the effective control of Council.

7.5 Council's obligations on Completion: Upon compliance with the foregoing provisions of this clause, Council shall immediately pay or satisfy the Purchase Price in the manner specified in clause 4.1.

7.6 Mutual obligations on Completion: The Club and Council will enter into the Licence.

8. WARRANTIES

8.1 Mutual Warranties: Each of the parties represents and warrants to the other that:

- (a) it has full power and authority to enter into and, subject to satisfaction of the conditions, perform its obligations under this Agreement;
- (b) it has taken all necessary action to authorise the execution, delivery and, subject to the satisfaction of the conditions, performance of this Agreement in accordance with its terms;
- (c) this Agreement creates obligations which are legally binding on it and are enforceable against it in accordance with the terms of this Agreement.

8.2 Club Warranties: In consideration of Council entering into this Agreement, the Club warrants:

- (a) the Pahi Wharf is in good order and repair;

- (b) the Pahi Wharf will on Completion be transferred to Council free of Encumbrances and third party rights (including and leases, licences or berthage rights or agreements);
- (c) the Pahi Wharf is the property of, and under the control of, the Club and is not and will not on Completion be held by the Club on or subject to any lease, licence, hire purchase agreement or other similar arrangement;
- (d) the Pahi Wharf is not subject to any option, mortgage, charge, lien, encumbrance, security interest or other adverse interest of any nature whatsoever; and
- (e) no person other than the Club is entitled to possession of, or any interest in, the Pahi Wharf.

8.3 The Club:

- (a) gives the Warranties to Council at the date of execution of this Agreement by Council; and
- (b) agrees that each of the Warranties shall be deemed to be given again on the Completion Date.

8.4 **Qualifications:** The Warranties are given subject to:

- (a) any exception or qualification fairly disclosed in writing to Council not less than two (2) Working Days prior to execution of this Agreement, or expressly stated in this Agreement;
- (b) any exception or qualification expressly provided for in this Agreement;
- (c) any matter, information or circumstance accurately recorded one (1) Working Day prior to Completion on the following registers:
 - (i) the Companies Office;
 - (ii) the Intellectual Property Office of New Zealand;
 - (iii) Land Information New Zealand; and
 - (iv) the Personal Property Securities Register;
- (d) the qualification that no fact or circumstance will give rise to a claim for breach of Warranty, to the extent that the facts or circumstances are:
 - (i) made good or have been made good without cost or liability to Council; or
 - (ii) the subject of an insurance claim, and then only to the extent that the relevant amount has been recovered by the Council from the net proceeds of such insurance; or
- (e) any matter or thing done, or omitted to be done, in accordance with any provision of this Agreement, or at the written request, or with the prior written approval, of Council.

8.5 **Limitations:** Council shall not be entitled to make any claim whatsoever against the Club in respect of any Warranty unless the Warranty claim is made before the date eighteen (18)

months from the Completion Date.

8.5 Own investigations: Each party acknowledges and confirms that, except for the Warranties and the other provisions of this Agreement:

- (a) it has conducted its own investigations in relation to the Transaction and that it has entered into this Agreement and will perform its obligations under this Agreement solely in reliance upon its own investigations and not in reliance on any information provided by any other party prior to the date hereof; and
- (b) in entering into and performing its obligations under this Agreement, it has not relied, and will not rely, on any representation, warranty, promise or statement made by any other party or any person on behalf of any other party.

9. CONFIDENTIALITY

9.1 Confidentiality: Each party shall maintain as confidential at all times, and shall not at any time, directly or indirectly:

- (a) disclose or permit to be disclosed to any person; or
- (b) use for itself; or
- (c) use to the detriment of the other party,

any Confidential Information except:

- (d) as required by law or any relevant stock exchange rules; or
- (e) as is already or becomes public knowledge, otherwise than as a result of a breach by the party disclosing or using that Confidential Information of any provision of this agreement; or
- (f) as authorised in writing by the other party; or
- (g) to the extent reasonably required by this Agreement (and, without limiting the effect of this clause, a party may disclose Confidential Information only to such of its officers, employees or professional advisers, on a "need to know" basis, as is reasonably required for the implementation of this Agreement),

provided that where any Confidential Information relates exclusively to the affairs of one party, nothing in this clause shall require that party to maintain confidentiality in respect of that Confidential Information.

10. DEFAULT, CANCELLATION

10.1 Council default: If Council defaults in any material respect in the performance of any of its obligations under this Agreement prior to or on the Completion Date, the Club may, in the case of a default which is capable of remedy, after giving to Council not less than ten (10) Working Days' written notice of such default requiring Council to remedy the same and such default not having been remedied within that period or, in respect of a default not capable of remedy, immediately, exercise all or any of the following, without prejudice to any other rights which the Club may have:

- (a) cancel this Agreement by written notice to Council.
- (b) sue Council for specific performance.

10.2 **Club default:** If the Club defaults in any material respect in the performance of any of its obligations under this Agreement prior to or on the Completion Date Council may, in the case of a default which is capable of remedy, after giving to the Club not less than ten (10) Working Days' written notice of such default requiring the Club to remedy the same and such default not having been remedied within that period or, in the case of a default not capable of remedy, immediately, exercise all or any of the following, without prejudice to any other rights which Council may have:

- (a) cancel this Agreement by written notice to the Club, in which event the Club shall immediately repay to Council any moneys paid on account of the Purchase Price.
- (b) sue the Club for specific performance.

11. DISPUTE RESOLUTION

11.1 If any dispute arises between the parties out of this Agreement then any party may by notice in writing require that the parties' representatives meet and discuss in good faith the dispute within ten (10) Working Days and if such discussions fail within five (5) Working Days of that meeting to resolve the relevant dispute, a party may (by written notice to the other parties) require that the dispute be submitted for mediation by a single mediator nominated by the President for the time being of the New Zealand 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 parties.

11.2 No party may require any arbitration, or issue any legal proceedings (other than for urgent interlocutory relief), in respect of any such dispute, unless that party has first taken all reasonable steps to comply with this clause.

11.3 If the parties fail to reach agreement pursuant to clause 11.1 within the time specified by the mediator pursuant to clause 11.1(a)(ii) then the dispute shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 and any amendment of that Act or any other statutory provision then relating to arbitration.

11.4 If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon request of either party, by the President or Vice President for the time being of the New Zealand Law Society. That appointment shall be binding on all parties to the arbitration and shall not be subject to appeal. The provisions of article 11 of the First Schedule to the Arbitration Act 1996 are to be read subject to this clause and varied accordingly.

11.5 No dispute arising gives a party the right to suspend their obligations under the terms of this Agreement.

12. FORCE MAJEURE

- 12.1 Neither party will be liable to the other for any delays or failure to perform its obligations under this Agreement, provided that each party has taken all reasonable steps to minimise any loss, damage or delay resulting from a Force Majeure Event.
- 12.2 If a Force Majeure Event affects either party, the affected party must immediately inform the other party of the circumstances and make request the other's approval (such approval not to be unreasonably withheld or delayed) to extend the time for the performance of the party's obligations under this Agreement by a period of up to the same duration as the Force Majeure Event.

13. COUNCIL'S REGULATORY FUNCTIONS

- 13.1 Council has statutory and regulatory functions in its capacity as a local authority outside of the terms and conditions of this Agreement including without limitation under the Resource Management Act 1991, Building Act 2004, Local Government Act 2002 and any other Act, regulation or by-law. When Council is exercising these regulatory functions it shall be deemed not to be acting in those circumstances as party to this Agreement. Nothing in this Agreement:
- (a) will override Council's regulatory role which will prevail in the event there is a conflict between that regulatory role and the provisions of this Agreement.
 - (b) implies any approval by Council in its regulatory role.

14. GENERAL

- 14.1 **Announcements:** Except as may be required by law, no party may make any announcement or disclosure as to the subject matter or any of the terms of this Agreement except in such form and manner, and at such time, as all parties agree. If any party is required to make an announcement or disclosure as to the subject matter or any of the terms of this Agreement, that party shall first give notice to the other parties, shall consult with the other parties, and shall endeavour to agree with the other parties on the form of disclosure or announcement to be made.
- 14.2 **Notices:** If any party wishes to give to any other party any notice, claim, demand or other communication ("**Notice**") under or in connection with this Agreement, the Notice is sufficiently given or served (but without prejudice to any other mode of service) if addressed to that party and delivered to the address of that party stated below (or to any other address notified by that party for purposes of receiving Notices):

Club

Physical address:
Postal address:
Facsimile number:
Email address:
Attention:

[18 Paparoa] Northland 0571
[pahiboatclub @ gmail.com]

Council

Physical address: []
 Postal address: []
 Facsimile number: []
 Email address: _____@_____
 Attention: []

- 14.3 **Release not to prejudice liability:** Any liability of the Clubs to Council under this Agreement may in whole or in part be released, compounded or compromised, or any time or indulgence may be given, by Council in its absolute discretion, as regards the Club under such liability without in any way prejudicing or affecting the rights of Council against a party with ongoing liability to Council.
- 14.4 **No assignment:** No party may, directly or indirectly, assign, transfer or otherwise dispose of any rights or interests of that party in, or obligations or liabilities under, this Agreement, except with the prior written consent of the other party which shall not be unreasonably withheld or delayed.
- 14.5 **Relationship:** Nothing in this Agreement will create, constitute or evidence any partnership, joint venture, agency relationship between the parties and no party will have any authority to act for, or to incur any obligation on behalf of the other parties, except as expressly provided in this Agreement.
- 14.6 **Variation and waiver:** This Agreement may only be varied in writing signed by the parties. No waiver of any breach, or failure to enforce any provision, of this Agreement at any time by any party will in any way affect, limit or waive that party's right thereafter to enforce and compel strict compliance with the provisions of this Agreement.
- 14.7 **No merger:** The obligations, warranties, undertakings and indemnities set out in this Agreement, to the extent not performed at Completion, will not merge on Completion or on the execution and delivery of any document pursuant to this Agreement, but will remain enforceable to the fullest extent, notwithstanding any rule of law to the contrary.
- 14.8 **Further assurances:** Each party will from time to time on request by the other parties execute and deliver all documents and do all other acts and things, which are necessary or reasonably required to give full force and effect to the provisions of, and arrangements contemplated by, this Agreement.
- 14.9 **Costs:** The parties will each bear their own costs and expenses incurred in connection with the preparation, negotiation and implementation of this Agreement and any documentation pertaining hereto unless expressly provided otherwise in this Agreement.
- 14.10 **Severability:** If any part of this Agreement is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable such determination will not impair the enforceability of the remaining parts of this Agreement, which will remain in full force, and such provision will be deemed to be modified to the extent necessary to render it legal, valid and enforceable.
- 14.11 **Entire agreement:** This Agreement constitutes the entire agreement and understanding (express and implied) between the parties relating to the subject matter of this Agreement.
- 14.12 **Counterparts:** This Agreement may be signed in any number of counterparts, including facsimile or scanned copies, all of which will together constitute one and the same instrument and a binding and enforceable agreement between the parties. Any party may execute this Agreement by signing any such counterpart.

14.13 **Governing law and jurisdiction:** This Agreement is governed by, and will be construed in accordance with, the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this Agreement.

EXECUTION

SIGNED by)
KAIPARA DISTRICT COUNCIL)
by its duly authorised)
signatory acting under delegated)
authority in the presence of:) _____

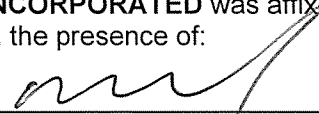
(Signature of Witness)

(Name of Witness)

(Occupation of Witness)

(Address of Witness)


THE COMMON SEAL of)
PAHI REGATTA CLUB)
INCORPORATED was affixed)
in the presence of:)



(Signature of Commodore)

Darren Sheppard

(Name of Commodore)



(Signature of Board Member)

Ben Sheppard

(Name of Board Member)

KAIPARA DISTRICT COUNCIL
(Council)

PAHI REGATTA CLUB INCORPORATED
(Licensee)

LICENCE TO OCCUPY
PAHI WHARF

BROOKFIELDS
LAWYERS

LICENCE TO OCCUPY

LICENCE dated the day of 2020

PARTIES

1. **KAIPARA DISTRICT COUNCIL** ("Council")
2. **PAHI REGATTA CLUB INCORPORATED** ("Licensee")

INTRODUCTION

- A. The Council is the owner of the Pahi Wharf and holds the Pahi Wharf for the benefit of the Kaipara community, which may allow for use of the Pahi Wharf for purposes consistent with Council's policies, plans and relevant legislation.
- B. Access ramps and supporting piles of the Pahi Wharf are situated on Council Land and extend into Coastal Marine Area which is controlled by the Northland Regional Council.
- C. The Licensee is registered on the Incorporated Societies Register under registration number 223837 and is known as the "Pahi Boating and Fishing Club", which is formed to promote, protect, extend, and advance all aquatic sports, launch, runabout, power boat and speed boat racing in particular, and to assist and advise members on all matters relating to such aquatic sports.
- D. Following completion of the Upgrade Works, Council has agreed to grant and the Licensee has agreed to accept the grant from Council of a non-exclusive licence for the use and occupation of the Pahi Wharf on the terms and conditions set out in this Licence.

1. LICENCE

Grant of Licence

- 1.1 As at the Commencement Date, the Council grants and the Licensee accepts a non-exclusive licence to use the Pahi Wharf for the Permitted Use.

Terms and Conditions

- 1.2 The Council and the Licensee agree that they are bound by and will observe and perform their respective obligations as set out in the Schedules to this Licence to Occupy.

EXECUTION

SIGNED by)
KAIPARA DISTRICT COUNCIL)
as licensor by its duly authorised)
signatory acting under delegated)
authority in the presence of:)

(Signature of Witness)

(Name of Witness)

(Occupation of Witness)

(Address of Witness)

THE COMMON SEAL of)
PAHI REGATTA CLUB)
INCORPORATED was affixed)
in the presence of:)

(Signature of Commodore)

(Name of Commodore)

(Signature of Committee Member)

(Name of Committee Member)

PARTICULARS SCHEDULE

Licensee	PAHI REGATTA CLUB INCORPORATED
Licensee Contact Details	[REDACTED]
Council Contact Details	Kaipara District Council Private Bag 1001 Dargaville 0340 09 439 1228 jreid@kaipara.govt.nz
Pahi Wharf	The structures which make up the Pahi Wharf located at the end of Pahi Road.
Licensed Area	The deck, piers, gangways and pontoons comprising the Pahi Wharf as shown in the plans attached as Annexure 1.
Status of Licensee	Registered as an incorporated society under registration number 223837
Community Benefits	[REDACTED]
Annual Licence Fee	\$1 per annum plus GST
Outgoings payable	As set out in clause 4 of Schedule 1 of this Licence
Term	Starting on the Commencement Date and ending on the date the Licence is terminated in accordance with clause 13.
Commencement Date	The date being the later of: (a) five (5) Working Days from Practical Completion of the Upgrade Works (b) 3 February 2021
Permitted Use	In common with members of the public the right to use the Pahi Wharf for purposes associated with the activities of the Club as provided in the Club's Rules provided that such activities are approved by Council.
Public Risk Insurance Amount	\$2,000,000.00
Special Conditions/Terms	[REDACTED]
Financial Year of Licensee	1 April each year to 31 March in the following year
Performance Measures	

SCHEDULE 1

Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1. In this Licence, including the Background and all Schedules to this Licence, unless the context otherwise requires:

"Administration Fee" is the fee which the Council may require the Licensee to pay as a component of the Annual Licence Fee for the Council's administration costs of and incidental to the implementation and administration of this Licence, which, without limitation, may include provision for staff time and regular, periodic and as required expenditure on repairs to and maintenance and enhancement of the Licensed Area.

"Annual Licence Fee" is the annual licence fee, plus GST payable by the Licensee to the Council, the initial amount of which is set out in the Particulars Schedule, and subject to conversion and reassessment as provided for in the Particulars Schedule, and as more particularly provided for in clause 3 of this Schedule 1.

"Authority" means any local body, government or other authority having jurisdiction or authority over or in respect of the Licensed Area or the use or occupation of the Licensed Area.

"Commencement Date" means the commencement date of this Licence as set out in the Particulars Schedule.

"Community Benefits" means the community benefits for the Kaipara community as set out and described in the Particulars Schedule to be achieved by the Licensee by entering into this and undertaking the Permitted Use.

"Council" means the Kaipara District Council its successors and assigns and includes any Government body, local authority or other Licensee that takes over the responsibility of Kaipara District Council in respect of the Licensed Area.

"Licensed Area" means the licensed area set out and described in the Particulars Schedule.

"Licensee" means the Licensee named and described in the Particulars Schedule and includes the officers and members of the Licensee but does not include the Licensee's successors or assigns.

"Outgoings" means the outgoings in respect of the Licenced Area and the Pahi Wharf which, as set out in the Particulars Schedule, shall be payable by the Licensee, and as provided for in clause 4 of this Schedule 1.

"Pahi Wharf" means the structures which make up the Pahi wharf located at the end of Pahi Road, which includes the Upgrade Works.

"Permitted Use" is the permitted use of the Pahi Wharf and the Licensed Area as set out and described in the Particulars Schedule.

"Performance Measures" are as provided for in clause 9 and as more particularly set out in the Particulars Schedule.

“Practical Completion” means the practical completion of the Upgrade Works as notified by Council to the Club.

“Upgrade Works” means physical works required to construct upgrades to the Pahi Wharf including a pontoon and gangway as described in the Project Memorandum prepared by WSP dated 31 August 2020.

“Working Day” has the meaning ascribed to that term in the Property Law Act 2007.

Interpretation

1.2. In this Licence:

- (a) references to clauses and schedules are reference to clauses and to schedules to this Licence unless stated otherwise. Each such schedule forms part of this Licence;
- (b) where the context permits the singular includes the plural and vice versa;
- (c) all references to legislation are (unless stated otherwise) references to New Zealand legislation and include all subordinate legislation, any re-enactment of or amendment to that legislation and all legislation passed in substitution for that legislation;
- (d) where the context permits references to a "person" include an individual, firm, company, corporation or unincorporated body or persons, any public authority, territorial or regional council, any government or any governmental agency;
- (e) references to a "party" means a party to this Licence and any reference to a party, to the extent applicable, includes the successors, executors and administrators (as the case may be) of that party;
- (f) defined words and expressions bear the defined meaning throughout this Licence including the Introduction;
- (g) where any condition or special term set out in the Particulars Schedule is in conflict with or is inconsistent with any other term of this Licence the condition or special term shall prevail.

2. TERM OF LICENCE

- 2.1. The term of this Licence granted by the Council to the Licensee shall be for the Term set out in the Particulars Schedule and shall commence from the Commencement Date as set out in the Particulars Schedule.

3. ANNUAL LICENCE FEE

- 3.1. The Licensee shall pay the Council the Annual Licence Fee during each year of the Term on the date and the frequency set out in the Particulars Schedule.
- 3.2. The initial Annual Licence Fee shall be the amount, plus GST, set out in the Particulars Schedule.
- 3.3. Where the initial Annual Licence Fee is a peppercorn rent (for example \$1 per annum plus GST) the Council may at its discretion by notice in writing to the Licensee ("conversion notice") convert the amount of the Annual Licence Fee to a substantive Annual Licence Fee ("substantive Annual Licence Fee") which shall comprise:

- (a) the Administration Fee as assessed by the Council; plus
 - (b) if the Council requires, a licence fee calculated at 5% per annum on the capital value of the Pahi Wharf plus an allowance for shared access, parking and curtilage, as assessed by a registered valuer appointed by the Council.
- 3.4. In the case of a conversion notice given by the Council under clause 3.3 the substantive Annual Licence Fee shall take effect from the date stipulated in the conversion notice given by the Council and may, at the discretion of the Council, be reassessed by the Council at the intervals and at the dates provided for in the Particulars Schedule, calculated from the date of conversion. In any case where a substantive Annual Licence Fee applies from the Commencement Date the substantive Annual Licence Fee may at the discretion of the Council be reassessed at the intervals and at the dates set out in the Particulars Schedule.
- 3.5. In any assessment of the Annual Licence Fee which is a substantive Annual Licence Fee, the decision of the Council on the annual amount of the substantive Annual Licence Fee, plus GST, (which shall be communicated to the Licensee by the Council in writing) shall be final and binding on the Licensee.

4. OUTGOINGS

- 4.1. The Licensee will, from the Commencement Date, duly and punctually pay for all consumables in respect of its undertaking of the Permitted Use and use and occupation of the Pahi Wharf and the Licensed Area which without limitation shall include charges for telephone, gas, electricity, water, sanitation and sewage, cleaning, garden and ground maintenance, licences, consents and permits and land tax (if any).
- 4.2. The Licensee shall pay all Outgoings direct or otherwise as the Council directs and in respect of the Licensed Area shall pay a proportion of such Outgoings as are apportioned by the Council, which may include Outgoings which are shared with other Licensees or persons.
- 4.3. All Outgoings payable by the Licensee shall be paid by the Licensee as and when each Outgoing falls due for payment and in the case of any outgoing which is payable to the Council upon request made by the Council.

5. REPAIR MAINTENANCE AND REPLACEMENT

- 5.1. The Licensee shall at all times during the Term in a proper and workmanlike manner and to the reasonable requirements of the Council:
- (a) Maintain those part of the Pahi Wharf which are principally used by the Licensee
 - (b) make good (by repairing or replacing as necessary) any damage caused by the Licensee.
- 5.2. The Licensee shall at all times during the Term in a proper and workmanlike manner, and in such proportions as required by the Council where there is shared use of the Licensed Area by other Licensees or persons regularly cause all rubbish and garbage to be removed from the Licensed Area and keep all rubbish bins and containers in a tidy condition. The Licensee will also, at the Licensee's own expense, cause to be removed all trade waste, boxes and other goods or rubbish not removable in the ordinary course by any Authority.
- 5.3. The Licensee shall on a regular basis monitor the condition of the Pahi Wharf and report to the Council:

- (a) immediately in the event of repairs or work required to be undertaken on an urgent basis for health and safety reasons; and
- (b) as soon as practicable in the event of repairs or work required to be undertaken for maintenance purposes.

6. INSURANCES

- 6.1. The Licensee shall during the Term at its own cost take out and keep in full force and effect at all times a public liability insurance policy for a sum of not less than the sum set out in the Particulars Schedule for any single event or such greater sum required by the Council from time to time and shall within 30 days of the execution of this Licence or request for additional cover produce to the Council a copy of the policy or certificate of currency.

7. NATURE OF LICENCE/PUBLIC USE

- 7.1. The licensee shall use and occupy the Licensed Area in common with others subject to a right of use of the Licensed Area by the public but subject to the following provisions of this clause. This Licence does not grant exclusive use of the Pahi Wharf or the Licensed Area to the Licensee.
- 7.2. It shall be lawful for any person to enter and for any reasonable period of time to remain upon the Licensed Area at all times and any person, and so entering or remaining on the Licensed Area shall not so long as he/she conducts and behaves himself/herself in an orderly and seemly manner, complies with rules established by the Licensee under this Licence and approved by the Licensor, and refrains from hindering and obstructing the activities of the Licensee be deemed to be a trespasser.
- 7.3. The right of the public to enter onto and remain on the Licensed Area is subject in all respects to the right, and obligation, of the Licensee to control the Pahi Wharf as licensee. The Licensee shall be entitled at all times to require compliance by the public with all legislation and bylaws relating to the Pahi Wharf and the Licensed Area and its use and in particular, the provisions of the Health and Safety at Work Act 2015. The degree of control the Licensee is authorised to exercise over public access to and use of the Pahi Wharf will be determined from time to time by Council in its discretion.
- 7.4. The Licensee will manage access to the Pahi Wharf by members of the public. In managing access to the Pahi Wharf the Licensee will:
 - (a) comply with the following principles:
 - (i) the health and safety of users shall be a paramount consideration;
 - (ii) any restriction on access to the Pahi Wharf shall be for the minimum time necessary;
 - (iii) the Licensee recognises the right of members of the public to free access to the Pahi Wharf on foot from Pahi Road at all reasonable times;
 - (iv) any fees and charges levied by the Licensee for the use of the Pahi Wharf by members of the public must be fair and reasonable and have the prior approval of Council.

- (b) establish and post in a prominent position rules for the use of the Pahi Wharf by members of the Licensee and the public. Such rules must have the prior approval of Council and Council is to have the sole right of enforcement of such rules.
- 7.5. The Council, shall at any time during the Term be entitled to undertake, or permit other Licensees to undertake, another development or developments on the Licensed Area and the Licensee consents to any such development or developments, provided that the Council will use reasonable endeavours to ensure that as little interruption as possible is caused to the Licensee in its undertaking of the Permitted Use during the undertaking of such developments.

8. PERMITTED USE

- 8.1. The Licensee shall use the Pahi Wharf and the Licensed Area in common with others for the Permitted Use and shall permit the public to use the Pahi Wharf and shall provide the Community Benefits in accordance with the Performance Measures provided for in clause 9, all as set out and described in the Particulars Schedule.
- 8.2. If at any time the Council is of the opinion that the Pahi Wharf and the Licensed Area are not being used or are not being sufficiently used for the Permitted Use, or are being used for activities other than on a not for profit basis, and after making such enquiries as it thinks fit and giving the Licensee the opportunity of explaining the use of the Pahi Wharf and the Licensed Area, if the Council is satisfied that the Pahi Wharf and the Licensed Area are not being used or not being sufficiently used for the Permitted Use or are being used for activities other than on a not for profit basis, may terminate this Licence by notice in writing to the Licensee.
- 8.3. Without limiting Council's discretion at clause 8.2 above, the Licensee will be deemed not to be sufficiently using the Pahi Wharf for the Permitted Use where the Licensee or each sublicensee of the Pahi Wharf pursuant to this licence has not used the Pahi Wharf for Community Benefits for at least 50 days in any twelve month period during the Term of this licence. If the Licensee fails to meet the obligations under this clause then the Council, in its sole discretion, shall have the right to either enforce this clause against the applicable sublicensee and/or may terminate this licence by notice in writing to the Licensee.
- 8.4. The Licensee shall not:
- (a) use the Pahi Wharf or the Licensed Area for any noxious, noisome or offensive act, trade, business, occupation or any act, matter or thing which may cause annoyance, nuisance, grievance, damage or disturbance to the occupiers or owners of any adjoining land or any other licensee, occupier or user of any other part of the Licensed Area;
 - (b) bring or permit to be brought on to the Pahi Wharf or the Licensed Area any item of a flammable, volatile or explosive nature or any contaminant (as defined in section 2 of the Resource Management Act 1991) without first complying with the provisions of all laws then in force relating to the handling and storage of such materials and the requirements of the insurers of the Pahi Wharf;
 - (c) allow, carry on the Pahi Wharf or the Licensed Area any use or activity which may cause loss or damage to the Pahi Wharf or the Licensed Area or any adjoining land, or become an annoyance, nuisance or disturbance to the Council or any other user or occupier of the Licensed Area on any adjoining land;
 - (d) release into the environment, discharge, deposit, place or dispose of on or near the Licensed Area any contaminant referred to in clause 8.3(b) except in accordance with

an approval given under environmental health and safety legislation;

- (e) carry on any illegal or immoral activity; or
- (f) carry on any use which is not a permitted use under the District Plan.

9. COMMUNITY BENEFITS AND PERFORMANCE MEASURES

- 9.1. The Licensee and the Council acknowledge and agree that they enter into this Licence in order to provide through the undertaking of the Permitted Use, for the Term, the Community Benefits as set out and described in the Particulars Schedule and that the achievement of the Community Benefits are an essential term of this Licence.
- 9.2. The provision of the Community Benefits shall be measured against the Performance Measures and the Performance Measures applicable to this Licence are as set out and described in the Particulars Schedule.
- 9.3. The Performance Measures shall be continuing obligations of the Licensee throughout the Term and the Licensee shall report to the Council annually against the Performance Measures within 3 months following the end of the financial year of the Licensee, as set out in the Particulars Schedule, or at any other time reasonably requested by the Council. Such report shall include the provision of the annual financial statements of the Licensee (audited if required by law or the constituting document of the Licensee) and otherwise the report shall be in writing in a format reasonably required by the Council, but as an alternative may be provided, at the discretion of the Council, at a meeting or meetings held between representatives of the Council and the Licensee.
- 9.4. The achievement or non achievement of the Performance Measures or any one or more of them may be taken into account by the Council in making decisions concerning:
 - (a) whether the Community Benefits continue to be provided;
 - (b) termination of this Licence by the Council;
 - (c) any extensions of this Licence as provided by clause 2;
 - (d) whether the Annual Licence Fee should be a substantive Annual Licence Fee;
 - (e) any funding sought by the Licensee from the Council; or
 - (f) any variation to this Licence sought by the Licensee or by the Council.
- 9.5. Any failure by the Licensee to report to the Council in terms of clause 9.3 shall be a breach of this Licence.

10. LEGISLATION, BYLAWS AND HEALTH AND SAFETY

- 10.1. The Licensee shall at all times during the Term at its own cost comply with all legislation, bylaws, regulations or directions (statutory or otherwise) made or issued by any Authority including the Council as relate to the Licensed Area or the Pahi Wharf and the undertaking of the Permitted Use.
- 10.2. The Licensee shall at all times during the Term comply with the Health and Safety at Work Act 2015 (HSWA) and relevant codes of practice and shall take all steps necessary to ensure that its actions or that of its employees and contractors do not endanger the health and safety of any person. The Licensee further agrees to:

- (a) provide the Council, immediately on request, with evidence of its compliance with the HSWA (including details of its programme to ensure compliance with the HSWA); and
- (b) comply with any lawful instructions given by the Council in relation to health and safety; and
- (c) meet with the Council as reasonably required to consult with each other in relation to compliance with the HSWA and any health and safety issues which may arise during the Term;
- (d) forthwith notify the Council in writing of any accident or near miss which takes place on the Pahi Wharf or the Licensed Area and of any actual or potential hazards which exist on the Pahi Wharf or the Licensed Area;
- (e) ensure that the Licensee has in place systematic checks to ascertain any actual or potential hazards which exist on the Pahi Wharf or the Licensed Area and immediately notify the Council in writing of such actual or potential hazards;
- (f) take immediately all practical steps to remove any actual or potential hazards where such are identified; and
- (g) indemnify (to the extent permitted by law) the Council for any legal costs, fees and other expenses it incurs as a result of any non-compliance with the provisions of the HSWA.

11. INDEMNITY

- 11.1. In addition to the indemnity contained in clause 10.2(g) the Licensee shall indemnify and keep indemnified the Council from and against all claims, costs, damage, loss or penalties suffered or incurred by the Council directly or indirectly arising out of this Licence, the undertaking of the Permitted Use or any use or activity on or about the Pahi Wharf or the Licensed Area whether on the part of the Licensee or the Licensee's officers members, employees, customers, contractors, invitees, licensees and any persons, including members of the public, for whom the Licensee is responsible with respect to the undertaking of the Permitted Use.
- 11.2. In particular the Licensee shall fully recompense the Council for any charges or expenses incurred by the Council in making good any damage to the Licensed Area or the Pahi Wharf notwithstanding such items may be owned by the Licensee.

12. ASSIGNMENT OR SUBLETTING

- 12.1. The Licensee shall not assign, charge or sub-licence this Licence or part with possession of the Pahi Wharf or any part of the Licensed Area.

13. SUSPENSION AND TERMINATION

- 13.1. The Council may, by providing written notice to the Licensee, cancel or suspend this Licence for a temporary period at the discretion of the Council if:
 - (a) any applicable resource consents, permits or licences required for the use and operation of the Pahi Wharf has been cancelled or suspended; or
 - (b) there is a health risk to the public.

- 13.2. The Council may (in addition to the Council's right to apply to the Court for an order for

possession) terminate this Licence by re-entering the Licensed Area at the time or at any time thereafter if the Licensee:

- (a) makes default for a period of 30 days in payment of any licence fee required to be paid pursuant to the terms of this Licence; or
- (b) makes default for a period of 30 days in payment of any of the moneys agreed to be paid by it under or by virtue of any loan the Council may have made or shall make to the Licensee for the purposes of the Pahi Wharf or the undertaking of the Permitted Use; or
- (c) makes any default in performance of any other obligation whatsoever contained in this Licence and such default continues for a period of 30 days; or
- (d) suffers or permits this Licence and the rights and privileges granted by this Licence or the Licensed Area or the Pahi Wharf to be seized under any proceedings for execution issued in pursuance of any judgment; or
- (e) passes any resolution to wind up; or
- (f) becomes insolvent or its affairs or assets are placed under any sort of management or receivership; or
- (g) ceases to undertake the Permitted Use on the Licensed Area;

and the Term shall terminate on such termination but without prejudice to the rights of either party against the other.

14. CONSEQUENCES ON TERMINATION

- 14.1. On termination of this Licence or surrender, the Licensee shall ensure that the Licensed Area is left in a good, clean and substantial order condition and repair fair wear and tear or damage by fire earthquake tempest or other inevitable accident alone excepted.
- 14.2. On termination of this Licence or surrender, breach of conditions or otherwise the Pahi Wharf shall revert to the Council without any compensation whatsoever being payable to the Licensee by the Council.

15. COUNCIL'S RIGHT TO INSPECT AND UNDERTAKE WORK

- 15.1. Any person authorised by the Council may at all reasonable times enter upon the Pahi Wharf and the Licensed Area and view and inspect the Licensed Area and the Pahi Wharf and upon receipt by the Licensee of a notice in writing from an officer or agent of the Council of any defect or want of repair or maintenance of the Pahi Wharf or the Licensed Area requiring the Licensee within a reasonable time, to be specified in the notice, to repair or remedy the same the Licensee shall at the cost of the Licensee with all reasonable speed cause the defect to be remedied and/or the repair to be made to the satisfaction of the Council.
- 15.2. That if default shall be made by the Licensee in complying with any notice served by the Council pursuant to clause 15.1 the Council without prejudice to its other rights and remedies shall at its option be entitled by its representative/s together with workmen and professional or expert advisers with all necessary equipment and materials at all reasonable times to enter upon the Licensed Area and the Pahi Wharf to execute such works as may be specified in such notice and all moneys expended by the Council by reason of such default of the Licensee shall be payable by the Licensee to the Council upon demand together with interest at the rate charged by the Council's principal banker on overdraft until payment.

16. ALTERATIONS, REPLACEMENTS OR CONSTRUCTION OF IMPROVEMENTS

- 16.1. The Licensee shall not alter or construct improvements to the Pahi Wharf without first obtaining the consent in writing of the Council.

17. COMPLIANCE WITH CONSENTS

- 17.1 The Licensee will ensure that at all times it complies with all consents, permits and licences required for the use and operation of the Pahi Wharf.
- 17.2 The Licensee shall notify the Council if the Licensee becomes aware of any breach of a consent, licence or permit, and immediately take all reasonable steps necessary to remedy the breach.

18. COUNCIL'S ROLE AS TERRITORIAL AUTHORITY

- 18.1. The Licensee acknowledges that the Council is the territorial authority for the area in which the Licensed Area is situated and that any power, right, obligation or duty of the Council under this Licence shall be subject to compliance by the Council with the Local Government Act 2002, Resource Management Act 1991, Public Works Act 1981, Building Act 2004, Reserves Act 1977 and any other legislation regulating the conduct of the Council.
- 18.2. Any consent given by the Council for the purposes of this Licence is in addition to and not in satisfaction of any consent that may be required from the Council for regulatory purposes. For avoidance of doubt an application for a Building, Resource or other consent shall not be made until the Licensee has obtained approval for the works from Council as licensor.

19. RESERVES ACT 1977

- 19.1. If the Licensed Area is classified as reserve land under the Reserves Act 1977 this licence shall be subject to the applicable provisions of that Act.

20. DISPUTES AND MEDIATION

- 20.1. The parties shall meet and discuss in good faith any dispute between them arising out of this Licence.
- 20.2. If the discussions referred to in clause 20.1 fail to resolve the relevant dispute, either party may (by written notice to the other party) require that the dispute be submitted for mediation by a single mediator appointed by the Council and such appointee shall conduct the mediation at his/her discretion, including the determination of procedural rules and timetable.
- 20.3. Neither party may issue any legal proceedings (other than for urgent interlocutory relief), in respect of any such dispute, unless that party has first taken reasonable steps to comply with clauses 20.1 and 20.2.

21 GENERAL

Goods and Services Tax ("GST")

- 21.1 The Licensee shall pay to the Council as the Council shall direct the GST payable by the Council in respect of the Annual Licence Fee and other payments payable by the Licensee under this Licence. The GST in respect of the Annual Licence Fee shall be payable on each occasion when any payment of the Annual Licence Fee falls due for payment and in respect of any other payments shall be payable upon demand.

- 21.2 If the Licensee shall make default in payment of the Annual Licence Fee or other moneys payable under this Licence and the Council becomes liable to pay additional GST then the Licensee shall on demand pay to the Council the additional GST.

Suitability

- 21.3 No warranty or representation expressed or implied has been or is made by the Council that the Licensed Area is now suitable or will remain suitable or adequate for use by the Licensee or that any use of the Licensed Area by the Licensee will comply with the bylaws or ordinances of the requirements of any Authority.

Non-Waiver

- 21.4 The failure of either party to insist in any one or more instances upon the strict performance of any of the terms of this Licence or the waiver by either party of any term or right under this Licence or of any default by the other party shall not be deemed or construed as a waiver by such party of any such term right or default in the future.

Costs

- 21.5 The Licensee shall pay the Council's legal costs (as between solicitor and own client) of and incidental to the negotiation and preparation of this Licence and any variation, extension or renewal or any document recording an assessment or reassessment of the Annual Licence Fee. The Licensee shall pay the Council's reasonable costs incurred in considering any request by the Licensee for the Council's consent to any matter contemplated by this Licence and the Council's legal costs (as between solicitor and own client) of and incidental to the enforcement or attempted enforcement of the Council's rights, remedies and powers under this Licence.

Entire Agreement

- 21.6 This Licence records the entire arrangement between the parties relating to the matters dealt with in this Licence and supersedes all previous arrangements, whether written, oral or both, relating to such matters.

Amendment

- 21.7 This Licence shall not be amended or varied except in writing signed by both parties or as otherwise provided in this Licence.

22. NOTICES

- 22.1 All notices must be in writing and must be served by one of the following means:

- (a) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (b) In all other cases, unless otherwise required by sections 352 to 261 of the Property Law Act 2007;
 - (i) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
 - (ii) by personal delivery or by posting by registered or ordinary mail, or by facsimile, or by email.

- 20.4. In respect of the means of service specified in clause 22.1(b)(ii), a notice is deemed to have

been served:

- (a) in the case of personal delivery, when received by the addressee;
- (b) in the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand;
- (c) in the case of facsimile transmission, when sent to the addressee's facsimile number; or
- (d) in the case of email, when acknowledged by the addressee by return email or otherwise in writing.

20.5. In the case of a notice to be served on the Licensee, if the Council is unaware of the Licensee's last known address in New Zealand or the Licensee's facsimile number or email address, any notice placed conspicuously on any part of the Licensed Area or the Pahi Wharf shall be deemed to have been served on the Licensee on the day on which it is affixed.

20.6. A notice shall be valid if given by any chief executive officer, director, general manager, solicitor or other authorised representative of the party giving the notice.

21. COUNCIL POLICIES

21.1. The Licensee shall be comply with all Council policies relevant to the use of the Pahi Wharf and Licensed Area including, but not limited to the Smokefree Kaipara Policy adopted in 2018 and shall take reasonable steps to maintain the Licensed Area as a Smokefree area.

ANNEXURE 1
Plans of Pahi Wharf

APPENDIX B PLAN SHOWING LOCATION OF PAHI WHARF



1 LOCATION PLAN
SCALE 1:50,000



2 SITE PLAN
SCALE 1:2,000

Pōuto wharf physical works procurement plan update

Meeting: Externally Funded Projects Committee
Date of meeting: 17 February 2021
Reporting officer: Mark Bell

Purpose/Ngā whāinga

The purpose of this report is to seek approval for the Physical Works Procurement Plan update for Pōuto Wharf, which will allow the amended procurement process to proceed and the Pōuto project to progress in line with programme expectations.

Executive summary/Whakarāpopototanga

The procurement plan for Pōuto Wharf physical works was approved by Council in October 2020. This plan outlined a three-stage open tender process, including an EOI process to establish a list of proponents, a non-price (weighted) attributes assessment (40%) and a Price assessment (60%).

The preferred location option for Pōuto Wharf (Fisherman's Rock accessed off beach via revetment access path) currently has an estimated cost range of \$1.8-2.5m to complete the construction phase, which presents a budget issue for this component.

To achieve the optimum price, and deliver within budget, the project team have identified that:

- there is a need to be flexible on programme
- there is a need to allow the construction methodology to influence the design of the wharf

The procurement plan has therefore been revised to help the project align with a successful contractor work programme and gain further cost savings.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Approves the updated Procurement Plan for Pōuto Wharf physical works

Context/Horopaki

Since the original procurement plan was signed off in October 2020 and the concept design phase has been completed a revised procurement approach has been proposed. This is still utilising the pre-selected contractors from the Expressions of Interest stage but modifying the design and construct approach.

The primary focus of the procurement is to deliver a wharf under the budget of \$1.8m. The current engineers estimate is \$1.8 to \$2.5m and therefore the procurement has been refined to allow greater flexibility in how and when the wharf will be constructed.

WSP have been appointed as the Principals Advisor and they will establish Principles requirements which will essentially set out the base line requirements – e.g. location of wharf, solid structure, safety and environmental impacts. Areas that are negotiable include carrying capacity and construction methodology and timing.

The Procurement Plan includes a Request for Tender (RFT) which is focused on a selected tenderer who can deliver within the budget. The Non Price component includes an interactive where the proponent can test innovative ideas.

The Preferred Tenderer will then be given the opportunity to price the work and if this comes in under budget (including principle set contingency) they will be awarded the work. If we cannot agree terms, then negotiations with the second placed tenderer will commence and so forth.

Discussion/Ngā kōrerorero

The revised Procurement Plan (970 Procurement Plan – Pōuto Wharf Physical Works) is included at Attachment A.

Options

Option 1: Approve the Physical Works Procurement Plan update

Option 2: Do not approve the Physical Works Procurement Plan update

The recommended option is **option 1**.

The revised procurement approach has been developed through discussions with independent procurement advisors and is considered the best way of delivering this project within budget.

If the plan is not approved, then we would look to revert to the originally stated procurement method however this would be likely to increase budget risks and the project may prove to be unachievable within the existing budget constraints.

Policy and planning implications

Consents will be applied in parallel to the procurement process, this will allow innovations contributed by the Contractor to be incorporated.

Financial implications

There is an increased cost for a design & Construct contract associated with having a Principals Advisor. However overall, this is expected to be offset with a reduction in physical works costs

Risks and mitigations

There is a key risk that we cannot develop a project which can be afforded within the MBIE budget. This procurement plan is a response to that risk.

There is a risk that the Contractor introduces innovations which affect whole of life costs. The Principal Advisor will be evaluating all innovations and as Principal, we retain the right to reject anything which is unacceptable.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

Commence the revised procurement process as outlined in attachment A.

Attachments/Ngā tapiritanga

	Title
A	970 Procurement Plan – Pōuto Wharf Physical Works
B	Confirmed Minutes 28 October 2020
C	Pōuto Wharf Physical Works Procurement Plan (as submitted council 28/10/20)

**Open Minutes of the Ordinary meeting of
Kaipara District Council**

Date: Wednesday 28 October 2020
Time: 9:32 am – 2.27 pm
Location: Mangawhai Domain
75 Moir Street
Mangawhai

Members Present: Mayor Jason Smith
Deputy Mayor Anna Curnow
Councillor Jonathan Larsen
Councillor Karen Joyce-Paki
Councillor Victoria del la Varis-Woodcock
Councillor Mark Vincent
Councillor Peter Wethey
Councillor David Wills
Councillor Eryn Wilson-Collins

1. Opening

1.1 Karakia

Mayor Smith opened the meeting with a Karakia.

1.2 Apologies

There were no apologies.

1.3 Confirmation of agenda

Moved: Mayor Smith

Seconded: Cr Joyce-Paki

That the Kaipara District Council:

- a) Confirms the agenda for the meeting held 28 October 2020.

Carried

1.4 Conflict of interest declarations

Item/matter	Councillor
Item 5.5 - Kaihu Valley Trail	Cr Wills
Item 6.1 - Murphy Bowers Stop banks	Cr Wilson-Collins
Department of Conservation employee	Cr Joyce - Paki

2. Presentations and petitions**Moved: Mayor Smith****Seconded: Deputy Mayor Curnow**

That Kaipara District Council:

- a) Receives the petition opposing the Kaihu Cycleway route (**Attachment A**)
- b) Notes that Council staff will report back to the 16 December 2020 Council Meeting.

Carried**3. Minutes****3.1 Confirmation of Open minutes 30 September 2020****Moved: Deputy Mayor Curnow****Seconded: Cr Wills**

That the Kaipara District Council:

- a) Confirms that the open minutes of the Council meeting held on 30 September 2020 are a true and correct record.

Carried**4. Notice of motion**

Nil.

5. Decision

5.1 Consideration of a Māori Ward

Moved: Cr Joyce – Paki

Seconded: Mayor Smith

That Kaipara District Council:

- a) Agrees to establish a Māori ward in the Kaipara District, applicable for the 2022 and 2025 triennial elections.

Carried

[Secretarial note: a division was called by Mayor Smith]

Councillor Name	For	Against	Abstain
Deputy Mayor Anna Curnow	x		
Councillor Victoria del la Varis-Woodcock	x		
Councillor Karen Joyce-Paki	x		
Councillor Jonathan Larsen			x
Mayor Jason Smith	x		
Councillor Mark Vincent	x		
Councillor Peter Wethey			x
Councillor David Wills	x		
Councillor Eryn Wilson-Collins	x		
Total votes	7	0	2

The motion was declared carried

The meeting adjourned for morning tea at 11.05 am.

The meeting reconvened at 11.25 am.

5.2 Final Consolidated General Bylaw

Moved: Deputy Mayor Curnow

Seconded: Cr Larsen

That Kaipara District Council:

- a) Determines that a bylaw is the most appropriate way of addressing the perceived problem, and that the proposed Consolidated General Bylaw 2020
 - i. is the most appropriate form of bylaw
 - ii. does not give rise to any implications under the New Zealand Bill of Rights Act 1990.
- b) Makes the Consolidated General Bylaw 2020 as provided in Attachment A, with effect from 1 December 2020.
- c) Revokes the 2008 General Bylaws, with effect from 30 November 2020.
- d) Authorises the Chief Executive to make any minor edits or amendments to the Bylaw to correct any spelling errors or make typographical edits, and/or to reflect decisions made by Council at this meeting.

Carried

5.3 Dangerous, Affected, and Insanitary Buildings Policy

Moved: Mayor Smith

Seconded: Deputy Mayor Curnow

That Kaipara District Council

- a) Approves the legislative process, analysis and consultation approach outlined in Attachment A.
- b) Adopts the Statement of Proposal provided in Attachment B for the draft Dangerous, Affected, and Insanitary Buildings Policy for community consultation (Option 1).
- c) Delegates Cr del la Varis Woodcock (Chair), Cr Vincent, Cr Larsen to form the Dangerous, Affected and Insanitary Buildings Panel to hear and consider community views, consider written submissions and make recommendations to Council on a final replacement Dangerous, Affected and Insanitary Buildings Policy.
- d) Authorises the Chief Executive to make any necessary minor drafting or presentation amendments to the Statement of Proposal prior to consultation.

Carried

5.4 Pouto wharf physical works procurement plan

Moved: Deputy Mayor Curnow

Seconded: Cr Wethey

That the Kaipara District Council:

- a) Approves the proposed procurement approach for the Pouto Wharf Physical Works.

[Secretarial note: it was agreed by Cr Curnow and Cr Wethey that amendments to the motion be incorporated]

That Kaipara District Council:

- a) Approves the procurement approach for the Pouto Wharf Physical Works, being a 3-staged open tender and advertised on Tender-link;
 - 1) Expression of Interest
 - 2) Non-price (weighted) attributes (40%)
 - 3) Price (60%)
- b) Notes the project is entirely PGF funded up to a maximum of \$1,809,120.

Carried

5.5 Externally funded project agreements

Moved: Mayor Smith

Seconded: Cr Wethey

That the Kaipara District Council:

- a) Approves signing of the Kaihu Valley Rail Trail Funding Agreement, Mangawhai Shared Path Funding Agreement and Kaiwaka Footbridges and Linked Pathways Funding Agreement with the Ministry of Business, Innovation and Employment that would enable Council to uptake \$7.15m funding for the delivery of shovel ready projects.
- b) Delegates authority to the Chief Executive Officer to execute the Kaihu Valley Rail Trail, Mangawhai Shared Path and Kaiwaka Footbridges and Linked Pathways Funding Agreements.

Carried

Cr Wills abstained

5.6 Long Term Plan: Regional Economic Development – Joint Delivery Model Update

Moved: Mayor Smith

Seconded: Cr Wills

That Kaipara District Council:

- a) Notes that Whangarei District Council has decided to opt out of the process of forming a joint delivery model for regional economic development.
- b) Notes that Whangarei District Council will continue to fund Northland Inc. according to its Long-Term Plan.
- c) Agrees to continue the process of forming a joint delivery model for regional economic development with the Northland Regional Council and Far North District Council.
- d) Agrees to consult with the public on transitioning Northland Inc. to a Joint Regional Economic Development Council Controlled Organisation in the 2021/31 Long Term Plan.
- e) Agrees that if Whangarei District Council decides to participate in the joint delivery model at a later date, that Northland Inc shareholdings be distributed equally amongst the four Northland councils.
- f) Appoints Cr Curnow and Cr Wethey to be the Kaipara District Council representatives to the Regional Economic Development Service Delivery Working Party of Northland Regional Council.

Carried

Cr del la Varis-Woodcockvoted against

The meeting adjourned for lunch at 1.00pm.

The meeting reconvened at 1.30 pm.

5.7 Approval – Dargaville Lions Club Christmas Parade 2020

Moved: Cr Joyce-Paki

Seconded: Cr Wilson-Collins

That Kaipara District Council

- a) Approves the application for a temporary road closure to allow the Dargaville Christmas Parade 2020 to take place in a safe manner. The proposed closure is to be held on Saturday 05 December 2020 from 07:00 am to 01:00pm and includes parts of Victoria Street, Edward Street, Poto Street, Totara Street, Parore Street, Hokianga Road and Kapia Street.
- b) Notes that this approval is conditional on the event organiser informing all businesses/residents located within the road closure area with a letter drop.

Carried

5.8 Committee Structure Changes - 2019 to 2021 triennium

Moved: Mayor Smith

Seconded: Cr Joyce-Paki

That the Kaipara District Council:

- a) Notes that the Mayor has established the Externally Funded Projects Committee using the mayoral powers provided in the Local Government Act (2002).
- b) Approves the Terms of Reference for the Externally Funded Projects Committee (Attachment B).
- c) Delegates the Mayor and Chief Executive the authority to make minor editorial changes to finalise the Terms of Reference, if needed.
- d) Notes that the Horizons Committee has been disestablished.

Carried

6. Information

6.1 Exceptions Report for September 2020

Moved: Cr Wilson-Collins

Seconded: Cr Larsen

That Kaipara District Council notes the Exceptions Report for September 2020.

Carried

6.2 Resolutions Register

Moved: Cr del la Varis-Woodcock

Seconded: Deputy Mayor Curnow

That Kaipara District Council notes the Resolutions Register dated 28 October 2020.

Carried

7. Resolution to move into Public Excluded Session

The general subject matter of each matter to be considered while the public is excluded, the reasons for passing this resolution in relation to each matter and the specific grounds under s48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

Moved: Mayor Smith

Seconded: Deputy Mayor Curnow

Recommendation/Ngā tūtohunga

a) That the following items are considered with the public excluded:

Item	Grounds for excluding the public
<ul style="list-style-type: none"> Public Excluded Minutes from 30 September 2020. Unsealed Roads Contracts. 	To protect the privacy of natural persons, including that of deceased natural persons (LGOIMA s7(2)(a)), to avoid prejudice to measures protecting the health or safety of members of the public(LGOIMA s7(2)(d)), to enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities (LGOIMA s7(2)(h)) and to enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations) (LGOIMA s7(2)(i))

Carried

The Meeting moved into Public Excluded Session at 1.59 pm.

8. Return to Open Session

The meeting returned to open session at 2.27 pm.

9. Closure

9.1 Karakia



Mayor Smith closed the Meeting with a Karakia

The Meeting closed at 2.27 pm.

Kaipara District Council

Confirmed

970 Procurement Plan – Pouto Wharf Physical Works

Approvals				
Name	Role	Signature	COI *	Date
Mark Bell	Project Manager (Author)		no	21/01/20
Jim Sephton	Project Director			
John Burt	Procurement Manager			
Louise Miller	DFA holder (Approver)			
Dewi Todd-Jones	Principals Advisor		No	25/01/20

Conflict of Interest - By signing the No Conflict of Interest Declaration I hereby declare that to the best of my knowledge I do not have:

- any financial (shareholding or pecuniary) or other related interest in the supply of goods and services for the project named below;
- any relatives or friends with a financial interest in the goods and services to be supplied for the project named below; or,

any personal obligation which would in any way affect my decisions in relation to the process I have been asked to undertake for Kaipara District Council.

Approval - Once fully approved the project manager or business owner may procure goods and services according to the plan. Any material deviations from the plan must be reapproved by those who have endorsed and approved the plan.

1 Project Related Information

1.1 Project Name	Pouto Wharf
1.2 Total Project Budget	\$1,809,120
1.3 Total Estimated Procurement Cost	\$10k

1.4 Briefly describe the project this procurement relates to?

This procurement plan relates to the securing of a Contractor and their designer for the construction of a wharf at Pouto. This forms part of the Kaipara Kickstart programme funded through MBIE.

The Procurement Strategy was approved by Council in the meeting on October 28th 2020 and the the document is appended.

WSP Consultants have been appointed as the Principals Advisor following their involvement in the development of the concept design.

The Business Case has been completed and a preferred location and concept agreed with Iwi , community and investment partners.

WSP will develop the Principals Requirements including areas where we are happy for the Contractor to Value Manage so that an affordable solution which aligns with their construction methodology.

WSP will be the Engineers Representative for the Contract.

2 Procurement Stream ONE - Construction

If your project has multiple procurement streams replicate this section for each stream

2.1 What is being procured?

Contractor and Designer

Estimated Procurement Stream Cost: \$75k including design development

2.2 Is there an established panel of suppliers that can be used for this procurement?

No. However four contractors have been shortlisted to progress to the next stage.

2.3 What suppliers are capable of providing the goods or services required for this procurement stream?

The four Contractors shortlisted are

Brian Perry Civil

Concrete structures

LDE/STF

United Civil

2.4 What type of tender is being recommended? (if applicable)

Competitive (Open)	
Competitive but closed (Closed/Selective)	Yes
Non Competitive (Direct/Selective)	

2.5 What is the nominated procurement approach and why this is the best procurement approach?

A modified Design and Construct approach has been adopted. This is because the greatest risk for the project is that it exceeds budget and early involvement of the Contractor is seen as the most effective mitigation of this issue.

To achieve the optimum price, the Principal acknowledges that

- There is a need to be flexible on programme
- There is a need to allow the construction methodology influence the design of the wharf
- There is a need to optimise some design standards

The proposed approach is to

- Develop the Principals Requirements including areas where innovation could be directed
- Hold an interactive meeting with all five shortlisted Contractors – **January/ February**
- Issue the Request for Proposal with a focus on

- Methodology
- Team and experience (capability)
- Capacity and resources to do this work
- Performance during interactive
- Confidence that the project can be delivered within budget (Pass/Fail)
- Evaluate the proposal and shortlist a Preferred and Reserve Contractor - **February**
- Work with the Preferred Contractor to develop and finalise the Principals Requirements
- Request for Proposal (Price) **March / April**
- Evaluate Price (Pass / Fail)
- If an affordable price cannot be achieved then the Principal retains the right to seek a price from the Reserve Contractor
- If Prices are approved then the Contractor will complete the detailed design and construction
- A Seperable Portion will be awarded for completion of the Detailed Design and any variation from the agreed price will be negotiated
- A Seperable Portion will be awarded for Construction on a Measure and Value basis

2.6 What are the procurement/logistics risks related to this procurement stream, proposed mitigation measures and/or risk allowances?

Risk	Mitigation
Construction costs exceed the funding	Involve Contractor in the development of the Principals Requirements
Construction costs exceed the funding	Include the funding limitations part of the non price tender
With allowing a potentially wide variety of tendered options, there may be a perception that scoring fairly between them may not be possible	Tenderers to be made aware that all submissions are considered alternatives, and that they will be marked on the basis of which one meets the most Principal's Requirements
Resources not available to complete the works	Be flexible on programme

2.7 Evaluation Team (for both tenders and non-competitive procurement)

Role	Name	Group
Project Manager	Mark Bell	Infrastructure Services
Evaluation Team Member	Dewi Todd-Jones Jim Sephton	WSP Infrastructure Services

2.8 Evaluation Criteria and Scoring (See Guidelines for an example)

NON-PRICE CRITERIA	WEIGHTING
Proposed Methodology	60

Capability	10
Capacity	10
Performance During Interactive	20
NON-PRICE TOTAL	
Ability to deliver within budget	Pass / Fail
TOTAL	100%
2.9 Contract Documentation	
Contract Type:	NZS3916:2013 Measure & Value
Contract file location:	4107.970

Appended document: Pouto Wharf Physical Works Procurement Plan

Pouto wharf physical works procurement plan

Meeting: Kaipara District Council
Date of meeting: 28 October 2020
Reporting officer: Jody Kelly, Project Manager

Purpose/Ngā whāinga

The purpose of this report is to seek approval to delegate financial authority to the Chief Executive for the Physical Works Procurement Plan for Pouto Wharf which will allow the procurement process to proceed and the Pouto project to progress in line with programme expectations.

Executive summary/Whakarāpopototanga

The Kaipara Kickstart Wharves Programme Feasibility Study and Programme Business Case (PBC) was endorsed by MBIE in May 2020 for \$4.0m of PGF funding to implement wharf infrastructure on the Kaipara Harbour. The PBC prioritised renewals for Pahi and Dargaville wharves, marae beach landings and new marine infrastructure for Pouto.

Pouto has been allocated \$1,809,120 of the PGF funding to design and construct the new wharf asset.

The professional services procurement approach for Pouto infrastructure was approved by Council 10 August 2020 which enabled extensive site investigations to commence in September 2020.

The Detailed Business Case will provide MBIE and Council with confidence that the right solution is being developed (based on technical and community feedback) with a level of price certainty (including whole of life). Current physical works estimate is \$1,700,000.

A more collaborative approach with contractors is recommended for this procurement so that the scheme can be refined to get the best price (i.e. including value engineering) and achieve a higher level of interest. This approach allows procurement and design to work in parallel, this benefits the timeline when there is a large design component remaining to complete. It also allows contractors to programme work in advance, and removes pressure around tender submissions, evaluation timelines which will then attract more interest.

The proposed procurement approach is a three-staged open tender advertised on Tender link;

- 1) Expression of Interest (EOI)
- 2) Non-price (weighted) attributes (40%) -
- 3) Price (60%)

This approach allows adequate time for further investigations which will provide fundamental design and scope deliverables required for pricing. This approach enables the design to continue in parallel during the first two stages and shortlisting process of procurement.

The EOI has been advertised on Tender link and attracted a good range of Contractors.

Recommendation/Ngā tūtohunga

That the Kaipara District Council:

- a) Approves the proposed procurement approach for the Pouto Wharf Physical Works.

Context/Horopaki

The endorsed Feasibility and PBC investigated the potential to build and reinstate a number of wharf assets on the Kaipara harbour and prioritised the developments. The Pouto Wharf was prioritised and rated as 'high', recognising potential benefits such as safety improvements of current operations, supporting growth in tourism activities, especially cycle tourism, and the possibility to support development of local land for residential and agricultural use.

Kaipara District Council approved the procurement of Professional Services for further investigations and completion of a Detailed Business Case – confirming preferred location for preliminary design. This work will result in a detailed design and an engineer's estimate.

The procurement of physical works is the next important step in this project.

Discussion/Ngā kōrerorero

A three-staged tender process is proposed will support a more collaborative approach between Council, designer and contractor. The objectives of this procurement are

- To expedite delivery
- To gain greater price confidence
- To achieve an affordable scheme

The three phases of procurement are aligned with activity

Phase	Procurement Activity
Detailed Business Case	Professional Services Consultant appointed Expression of Interest for Physical Works Contractor Non-Price Tender to shortlist Contractor submissions to 2 submissions
Detailed Design	Confirm Engineers Estimate (Contractor working with Designer will not be made aware of the Engineers Estimate)
Physical Works	Preferred Contractor given opportunity to negotiate contract

The proposed procurement approach for physical works is a three-staged open tender advertised on Tender link;

- 1) Expression of Interest
- 2) Non-price (weighted) attributes (40%)
- 3) Price (60%)

This procurement approach was influenced by the learnings taken from the Dargaville Pontoon tender response and outcome. This approach includes the following key factors; expressing interest from contractors to provide services for a design and build contract, and advertising early (which offers a longer procurement timeline, and reaches out to a larger pool of contractors through the open market). Advertising the EOI early has provided adequate time for the project team to assess the level of interest and utilise interested contractors' questions and feedback to confirm this approach will attract several submissions.

Procuring through three stages aligns with this project as there are still further investigations required before a scope can be defined for pricing. This way tenderers have more time to programme the work in and there is more price certainty.

Expression of Interest Stage

The first stage of the open tender has progressed, which has advertised the EOI on Tender link. The EOI was open for 4 weeks and eight submissions have been received which is an excellent response for KDC. The submissions received are as follows;

- 1) Brian Perry Civil
- 2) Concrete Structures NZ Ltd
- 3) Coastal Marine & Civil Ltd
- 4) Land Development & Engineering
- 5) Tonkin Taylor Ltd
- 6) Total Marine Services
- 7) United Civil Construction
- 8) Worley NZ Ltd

Note - The above submissions differ from the seven contractors contacted prior to the EOI being released due to location remoteness and programme delivery timeframe. Five of the seven declined the EOI, but by releasing the EOI openly we have attracted six other tender submissions.

Should the procurement management approach be endorsed by Council, the project team will continue with stage two of the open tender process, this includes evaluating and shortlisting these proposals which will allow them to submit their non-price attribute submissions.

Options

In both options the Contractor will be shortlisted and have the opportunity to work with the designer in the development of the preliminary design

Option 1 – Preferred Contractor identified at Quality stage who will then work with the designer. They will have first go at pricing and if it is less than the engineers estimate the contract will be negotiated.

Option 2 – Designer does engineers estimate independently, followed by a price for both Contractors (Quality carried over into next round excluding those that don't pass).

Note - these options can be determined before the second stage of tendering commences e.g. after the first stage of EOI evaluations are complete.

The preferred option is option 2.

Policy and planning implications

The recommended approach aligns with the Procurement Policy.

Closed Tender and Direct Appointment have not been presented as recommended options as the value of the works would put this approach at odds with the Procurement Policy.

Financial implications

The funding received was based on a high-level estimate from desktop investigations and market value from February 2020. To confirm this estimate, an extensive list of site investigations will be required, these findings will provide enough detail to prepare a Detailed Business Case and refine pricing of the preferred location.

Risks and mitigations

- There are minimal marine infrastructure experts in Northland. Far North District Council are also delivering several wharves over the 20/21 financial year, which will put pressure on the market; this may result in minimal tender responses. To mitigate this, an EOI has been advertised on Tender link to gauge interest, this has provided eight submissions for evaluation which is an excellent result.
- Pouto's remote location will likely impact supply and delivery costs, and could incur delays with programme due to environmental conditions / impacts.

Significance and engagement/Hirahira me ngā whakapāpā

This recommendation is considered **significant** under the Significance and Engagement Policy however significant engagement has been undertaken.

This work has been built upon a robust engagement process used to date and utilises a stakeholder register and known advocates, community groups and leaders. The project team also ensure elected members are informed of the expected changes and planned community engagements.

A letter to Pouto landowners in April detailed the consultation on the feasibility study and invited submissions and registration for the online survey. Another update was sent at the end of May via a stakeholder newsletter, social media posts and local paper notices, as well as direct emails to community leaders and groups. This was to communicate the approval and finalisation of the PBC and feasibility study, and next steps. Regular newspaper updates will be used as we move through final consultations, design and implementation for the project.

A Community Open Day has been arranged for 14 November 2020 which will provide a further update on progress for the community and provide the opportunity for community feedback.

In addition, there are also regular updates for internal staff and formal engagement and feedback with Kaipara Elected Members.

Next steps/E whaiake nei

- Evaluate submissions from EOI, shortlist candidates and continue through to the second stage of the open tender process.

Attachments/Ngā tapiritanga

	Title
A	KDC Procurement Plan – Pouto Physical Works V01

Procurement Plan (> \$500,000)

Pouto Wharf Physical Works

This document seeks approval from Louise Miller, as delegated financial authority holder to:

- Undertake procurement processes for goods or services to an estimated value of \$1,700,000.
- In approving this Procurement Planning and Approval document, the delegated financial authority holder is requested to note that this is a high-level estimate based on the feasibility business case. A Procurement Recommendation will follow in due course.

Once fully approved the project manager or business owner may procure goods and services according to the plan. Any material deviations from the plan must be reapproved by those who have endorsed and approved the plan.

Signed:	Signed:
Name: Jody Kelly	Name: Mark Bell
Role: Project Manager	Role: Infrastructure Delivery Manager
Statement: This procurement plan has incorporated objectives of the business owner and is designed to deliver best "whole of life" cost solution for TP and its customers.	Statement: This procurement plan has an approved business case and budget to cover this procurement.
Date:	Date:
Signed:	Signed:
Name: Jim Sephton	Name: Louise Miller
Role: General Manager	Role: (DFA Holder)
Statement: I approve/recommend the CEO approve this procurement plan.	Statement: I approve this procurement plan.
Date:	Date:

1 No Conflict of Interest Declaration

If you feel that you may have a conflict of interest then please email a Procurement representative immediately to formalise your declaration.

By signing below I hereby declare that to the best of my knowledge I do not have:

- any financial (shareholding or pecuniary) or other related interest in the supply of goods and services for the project named below;
- any relatives or friends with a financial interest in the goods and services to be supplied for the project named below; or,
- any personal obligation which would in any way affect my decisions in relation to the process I have been asked to undertake for Kaipara District Council.

Name	Role	Signature
Jody Kelly	Project Manager	
Mark Bell	Infrastructure Delivery Manager	
Jim Sephton	General Manager	
Louise Miller	Chief Executive	

2 Project Related Information

2.1 Project Name	Pouto Wharf Physical Works
2.2 Total Project Budget	1,809,000
2.3 Total Estimated Procurement Cost (BC1)	1,700,000
2.4 Briefly describe the project this procurement relates to?	
Head Contractor engagement to provide Design & Build services for a new wharf at Pouto Point, this includes developed and detailed design, final consent submission, supply and installation.	

3 Procurement Streams

A procurement stream is an individual procurement. For example, a project may involve the procurement of an asset and the installation of that asset. This would typically involve two streams; one for the procurement of the asset and one for the procurement of the installation services. (Insert new rows for additional streams if necessary)

Name	Estimated Procurement Cost
3.1 Head Contractor for Design & Build	1,700,000

As part of the approved Kaipara KickStart Provincial Growth Fund Business Case, Pouto Point will receive new transport marine facilities, this will include the supply and installation of a new wharf to allow for passenger ferry operations. There are three possible locations to erect the wharf at Pouto Point, these are currently being investigated to provide the necessary information to present the preferred location & current cost estimate in a detailed business case to MB. Preliminary design will also proceed alongside the business case, this will provide more certainty around scope which minimises anomalies and tags during the pricing process.

4 Procurement Stream ONE – Head Contractor for Design & Build

If your project has multiple procurement streams replicate this section for each stream

4.1 What is being procured?

Head Contractor for Design and Build at Pouto Wharf

4.2 Is this procurement subject to previously approved procurement strategy?

Yes

4.3 Is there an established panel of suppliers that can be used for this procurement?

No

4.4 What suppliers are capable of providing the goods or services required for this procurement stream?

Total Marine Infrastructure
 Steve Bowling Group - GHK Piling
 Bellingham's Marine Limited
 United Civil
 Downer
 Broadspectrum
 Wilson's Earthmoving Group

4.5 What type of tender is being recommended? (if applicable)

Competitive (Open)	Open Tender
Competitive but closed (Closed/Selective)	
Non Competitive (Direct/Selective)	

4.6 What is the nominated procurement approach and why this is the best procurement approach?

The nominated procurement approach is a Three Staged Open Tender which will be managed through Tenderlink, this includes;

1. Registration of Interest – Pass / Fail
2. Non-Price Attributes – 40%
3. Price – 60%

A three-staged tender has been selected to allow time to prepare the required design and scope deliverables that will be required for pricing. Procuring through three stages aligns with this project as there is still further investigations required before a scope can be defined for pricing, this way tenderers have more time to programme the work in and there is more price certainty. This approach should attract more submissions, and investigations and design can continue in parallel during the first two stages and shortlisting process of procurement.

4.7 What are the procurement/logistics risks related to this procurement stream, proposed mitigation measures and/or risk allowances?

The risks for this procurement are that there is a small window of marine infrastructure experts in the region, and there is currently a lot of work in the Far North programmed. Covid-19 also presents a risk of supply and installation from any contractors south of Northland. The mitigation is to procure through an open three staged tender, so contractors have plenty of time to prepare, programme and price. With a high demand in infrastructure and programme delivery currently it is in our best interest to work more collaboratively with contractors so all of the listed capable suppliers have been contacted by phone to advise them that this ROI coming up, all these suppliers seemed interested in responding. The programme for delivery is tight, which is another reason to work in parallel now, aiming to have scope defined and the price request out before Christmas 2020, so tender award can follow in January 2021 and works can be completed within the financial year 20/21.

4.8 What is the Procurement Policy exemption being proposed (if an Open Tender (Competitive) is not being utilised) and what is the justification for this exemption?

N/A

4.9 Are there any specific contract terms applying to this procurement?

Head contractor to show in their proposed methodology how they can work with the local community and provide employment opportunities to align with social procurement values.

Defects Liability Period and Maintenance Agreement is recommended but needs to be tested with shortlisted tenderers, as not to deter contractors from tendering.

APPENDIX A – Tendering, Contracting and Cost Details for Each Procurement Stream

5 Procurement Stream ONE – Head Contractor for Design & Build

If your project has multiple procurement streams replicate this section for each stream

5.1 Procurement Timelines

Include high-level activities for the procurement stream. This should consider the tender activities. Refer to the Procurement Guidelines for examples.

	Milestone Name	Start Date	End Date
1	Registration of Interest on Tenderlink	10/09/2020	24/09/2020
2	ROI Evaluation Shortlist (based on Pass/Fail)	28/09/2020	16/10/2020
4	Non-price attributes on Tenderlink to Shortlist	19/10/2020	06/11/2020
5	Evaluation Shortlist (based on weightings below)	09/11/2020	20/11/2020
6	Price request on Tenderlink to Shortlist	23/11/2020	18/12/2020
7	Price Evaluation (based on weighting below)	21/12/2020	22/01/2021
8	Contract Award	25/01/2021	31/01/2021
9	Detailed Design Start	01/02/2021	31/03/2021
10	Physical Works Start	01/04/2021	30/06/2021
11	Defects Liability Period (1 year), Maintenance Period (2 years) – To be Confirmed	01/07/2021	30/06/2022

5.2 Evaluation Team (for both tenders and non-competitive procurement)

Role	Name	Group
Project Manager	Jody Kelly	Infrastructure Delivery
Evaluation Team Member	Mark Bell	Infrastructure Delivery
Evaluation Team Member	Dallas Dreadon	Infrastructure Delivery

5.3 Evaluation Criteria and Scoring (See Guidelines for an example)

NON-PRICE CRITERIA	WEIGHTING
Proposed Methodology	20%
Capability	10%
Capacity	10%
NON-PRICE TOTAL	40%
Price	60%
TOTAL	100%

5.4 Identify the form of contract to be utilised for this procurement

NZS3916 Design and Build

5.5 Where is the contract located in P: drive

--

5.6 Estimated Costs (modify to suit relevant costs)

Description	Cost
Total procurement cost	1,700,000

6 Relevant Reference Documentation

Provide the document name and hyperlink to the document. Documents may also be attached as an appendix to this plan.

Source Name	Brief Description	Hyperlink/Location

Water February project update

Meeting: Externally Funded Projects Committee
Date of meeting: 17 February 2021
Reporting officer: Joanne Reid, Programme Manager

Purpose/Ngā whāinga

To update on the progress (including financial status, risks, issues, milestones achieved and next steps) of the Water Project.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Notes the Water February project update.

Discussion/Ngā kōrerorero

A detailed project update is provided in Attachment A: Externally funded projects (EFP) Water status report February 2021.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The projects will continue to progress as specified in the Externally funded projects (EFP) Water status report February 2021.

Attachments/Ngā tapiritanga

A	Externally funded projects (EFP) Water status report February 2021

EXTERNALLY FUNDED PROJECTS: WATER

Project Name	Kai Water	Date of Report	2/02/21
Current Phase	Implementation	Project Manager	Curt Martin

COMPONENT	Schedule	Amber	Budget	Green	Risks/Issues	Amber
PREV. MONTH	Schedule	Amber	Budget	Green	Risks/Issues	Amber

Comment (mandatory if status indicator red or amber)

Schedule is currently Amber due to delays in reaching agreement on the contract with Northland Inc for site management & maintenance and the delay due to limited availability of local seed drill equipment for larger seeds.

Risks/ Issues is currently Amber in reflection of the risk of missing the Summer planting season for Sites 1 & 2 due to delays in reaching agreement on the contract with Northland Inc for site management & maintenance.

OVERALL BUDGET (\$)	CURRENT FY BUDGET (\$)	SPEND TO DATE (\$)	BUDGET SPENT TO DATE (%)
740,000	489,964	220,577	30%
PROJECT FUNDING ALLOCATIONS			
Infrastructure Reference Group (IRG)			\$0
Provincial Growth Fund (PGF)			\$740,000
Kaipara District Council			\$0
Other (e.g. Waka Kotahi)			\$0
PROJECT BUDGET BY PHASE			
INVESTIGATION (\$)	DESIGN (\$)	CONSTRUCTION (\$)	
40,000	Included in Construction costs	\$700,000	
COMMENT			
'Construction' cost includes on-going management & operation of the demonstration sites & associated cropping			

PROJECT BACKGROUND

In April 2020, Council secured funding of \$740,000 from MBIE, enabling the establishment of two practical working examples of irrigating high value horticultural crops in the Kaipara. These demonstration sites are intended to be used to inform landowners and external investors about high value land and water use and the application of innovative technologies. Access to practical working examples, expert advice and local knowledge will provide decision support and confidence in transforming land usage towards horticulture in the Kaipara.

Demonstration Site 1

Is located on Te Roroa land at Maunganui Bluff and will include an inground irrigation and fertigation system that covers approximately 2 hectares. It will demonstrate precise water and nutrient delivery on a range of vegetable crops that can be programmed and delivered remotely via a web application in combination with on-site management.

Demonstration Site 2

Is located in Te Kopuru and includes a 242-metre span centre pivot irrigator that will irrigate approximately 10 hectares. This equipment includes remote control and the ability to deliver water and nutrients in different measures to cater specifically to different crop types.

UPDATE FROM PREVIOUS MONTH – LAST MONTH'S ACTIVITIES

- Draft contract between KDC & Northland Inc. for site management & maintenance drafted and forwarded to Northland Inc. On-going dialogue with Northland Inc. regarding the scope of the management contract balanced against the available budget

Site 1

- Site 1 construction works completed

Site 2

- Site 2 construction works progressed
- Water storage reservoir & associated synthetic liner removed from scope due to ongoing issue regarding cost of supply. The pivot irrigator is instead to be supplied direct from the creek in accordance with resource consent

ACTIVITIES GOING FORWARD – THIS MONTH'S ACTIVITIES

- Contract between KDC & Northland Inc. for site management and maintenance finalised, or alternative solution identified

Site 1

- Initial crops planted

Site 2

- Site 2 construction works completed
- Initial crops planted

COMMUNITY ENGAGEMENT / MEDIA ACTIVITY PLANNED – NEXT TWO MONTHS

- Opening event for both sites to be arranged once sites have been planted

DECISION PAPERS SUBMITTED: PENDING DECISION

- None

PROJECT MILESTONES	STATUS (R, A G)	BASELINE (PLANNED) COMPLETION DATE)	EXPECTED COMPLETION DATE	COMMENTS (MANDATORY IF STATUS INDICATOR RED OR AMBER)
Contract executed	Complete	Complete	Complete	
Site 1 Award physical works contracts	Complete	Complete	Complete	
Site 2 Award physical works irrigation equipment contract	Complete	Complete	Complete	
Site 2 Award physical works civil contract	Amber	Dec 2020	Feb 2021	Was delayed pending agreement on the cost to supply and install the synthetic liner (specialist sub-contractor) required for the water storage reservoir. Revised scope excluding the water storage reservoir currently being priced
Site 1 Construction commencement	Complete	Complete	Complete	
Site 2 Construction commencement	Complete	Complete	Complete	
Site 1 Construction complete	Complete	Complete	Complete	
Site 2 Construction complete	Amber	Jan 2021	March 2021	As above
Site 1 Opening Event	Green	Feb 2021	March 2021	Variation confirmed with MBIE for events to occur when crops are established instead
Site 2 Opening Event	Green	Feb 2021	March 2021	As above

OPEN PROJECT RISKS	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
Site 2 There is a risk of insufficient water in the creek to supply water for irrigation.	New Risk	Amber	Curt Martin	Creek appears to have below average flows and the resource consent restricts water take when the creek is < 19 L/sec. This risk will be mitigated when the Te Tai Tokerau Water Trust constructs its proposed reservoir upstream of the creek supplying the site.
Sites 1 & 2 There is a risk of missing the late Summer planting season	Amber	Amber	Curt Martin	Delays in reaching agreement with Northland Inc. regarding the scope of the management contract balanced against the available budget. This could result in missing the season (March onwards is too late to plant). The project team has reviewed crops best suited to planting this stage of the season.

OPEN PROJECT ISSUES	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
Site 2 Quoted cost to supply and install the synthetic liner (specialist sub-contractor) required for the water storage reservoir higher than estimated.	Amber	Closed	Curt Martin	Issue closed – removed water storage reservoir & associated synthetic liner from scope. Pivot to be supplied direct from the creek.
Sites 1 & 2 Availability of local seed drill equipment for larger seeds	Amber	Amber	Curt Martin	Northland Inc. assessing options. Hand planting is an option but more labor intensive.

Pōuto Road Phase 1 February project update

Meeting: Externally Funded Projects Committee
Date of meeting: 17 February 2021
Reporting officer: Joanne Reid, Programme Manager

Purpose/Ngā whāinga

To update on the progress (including financial status, risks, issues, milestones achieved and next steps) of the Pōuto Road Phase 1 Project.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Notes the Pōuto Road Phase 1 February project update.

Discussion/Ngā kōrerorero

A detailed project update is provided in Attachment A: Externally funded projects (EFP) Pōuto Road Phase 1 status report February 2021.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The projects will continue to progress as specified in the Externally funded projects (EFP) Pōuto Road Phase 1 status report February 2021.

Attachments/Ngā tapiritanga

A	Externally funded projects (EFP) Pōuto Road Phase 1 status report February 2021

EXTERNALLY FUNDED PROJECTS: PŌUTO ROAD PHASE ONE

Project Name	Pōuto Road Phase 1	Date of Report	02/02/2021
Current Phase	Planning / Construction	Project Manager	Rachael Mannion

COMPONENT	Schedule	Amber	Budget	Green	Risks/Issues	Green
PREV. MONTH	Schedule	Amber	Budget	Green	Risks/Issues	Amber

Comment (mandatory if current status indicator red or amber)

Schedule is currently Amber due to the project falling behind the initially planned program, as a result the construction will now be staged over two summers. This approach was communicated to the community as a possibility early in the project consultation.
The MBIE funding agreement does not require the works to be finished until June 2022, which remains achievable.

OVERALL BUDGET (\$)	CURRENT FY BUDGET (\$)	SPEND TO DATE (\$)	BUDGET SPENT TO DATE (%)
6,395,000	5,830,307	577,398	9%
PROJECT FUNDING ALLOCATIONS			
Infrastructure Reference Group (IRG)			\$ -
Provincial Growth Fund (PGF)			\$5,050,000
Kaipara District Council			\$511,100
Other (e.g. Waka Kotahi)			\$833,900
PROJECT BUDGET BY PHASE			
INVESTIGATION (\$)	DESIGN (\$)	CONSTRUCTION (\$)	
125,000	470,000	5,800,000	
COMMENT			
Investigation and design phase both complete			

PROJECT BACKGROUND
The Provincial Growth Fund has allocated funding to seal 9.8km of Poutō Road from the end of the current sealed section to Ari Ari Road. The project aims to provide;

- tourists with safe access to and from the proposed wharf, as well as campgrounds and other high amenity locations;
- school and tertiary students with safe minivan and bus journeys;
- locals benefiting from an increased level of service reducing major risk from the potential head to head collision with heavy freight; and finally
- the forestry drivers with correct geometry and speed guidance to enable safe and efficient transfer of wood.

As part of the works, the Greenhill quarry near the northern end of the peninsula will be re-opened and used for the production of most of the materials needs for the seal extension. This will result in savings on transportation costs and the reduce the lengths of existing roads that will be impacted by the large volume of truck movements required to bring the material to site.

UPDATE FROM PREVIOUS MONTH – LAST MONTH’S ACTIVITIES

- Blessing of Greenhill Quarry completed and work to establish at the quarry underway
- Physical works contract awarded to Ventia Ltd

ACTIVITIES GOING FORWARD – THIS MONTH’S ACTIVITIES

- Archaeological Authority to Modify granted
- Cultural Values Assessment completed and consent from KDC granted
- Blessing of road to occur to allow physical works to start
- Confirmed construction will be performed across two summer seasons; Season 1 will be Feb 2021 - May 2021 (weather dependent); Season 2 will be Oct 2021 to Apr 2022 (weather dependent)

COMMUNITY ENGAGEMENT / MEDIA ACTIVITY PLANNED – NEXT TWO MONTHS

- Motu Wheteke blessing, which marks the reopening of quarry, to be held early February and communicated via media release via Kaipara Kickstart newsletter and website, Facebook post, Kaipara Kōrero newsletter
- Regular notification and updates on Pouto Road Phase 1 physical works (as they progress) will be issued via Antenno, social media, Kaipara KickStart newsletter and website, through Kaipara Kōrero newsletter and local newspapers

DECISION PAPERS SUBMITTED: PENDING DECISION

- None

PROJECT MILESTONES	STATUS (R, A G)	BASELINE (PLANNED) COMPLETION DATE	EXPECTED COMPLETION DATE	COMMENTS (MANDATORY IF STATUS INDICATOR RED OR AMBER)
Award Contract	Complete	Complete	Complete	
Start Quarrying	Green	Complete	Complete	
Start Physical Works	Amber	Nov 2020	Feb 2021	Delayed due to consenting delays and previous budget issues
Project Completion	Green	Apr 2022	Apr 2022	

OPEN PROJECT RISKS	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
There is a risk of delay due to property encroachments and the requirement to agree access to land owned by China Forestry Groups	Amber	Amber	Rachael Mannion	Agreements issued to China Forestry Groups, awaiting their confirmation of acceptance
There is a risk of uncovering an archaeological site during earthworks	Green	Green	Rachael Mannion	Ongoing monitoring required
There is a risk that Chorus services in the area they are not in the location provided will be struck	Green	Green	Rachael Mannion	Design has been developed to avoid all known service areas
There is a risk adverse weather conditions could delay the project and result in an increase in costs	Green	Green	Rachael Mannion	Ongoing monitoring required

OPEN PROJECT ISSUES	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
Construction period to be split over two summer seasons	Amber	Amber	Rachael Mannion	Late start means that construction will need to be split over two summers. There is a requirement to ensure work site is left in reasonable condition over winter.

Pōuto Road Phase 2 update

Meeting: Externally Funded Projects Committee
Date of meeting: 17 February 2021
Reporting officer: Joanne Reid, Programme Manager

Purpose/Ngā whāinga

To update on the progress (including financial status, risks, issues, milestones achieved and next steps) of the Pouto Road Sealing phase two Project.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Notes the Pōuto Road Phase 2 update.

Discussion/Ngā kōrerorero

A detailed project update is provided in Attachment A: Externally funded projects (EFP) Pōuto Road Phase 2 status report February 2021.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The projects will continue to progress as specified in the Externally funded projects (EFP) Pōuto Road Phase 2 status report February 2021.

Attachments/Ngā tapiritanga

A	Externally funded projects (EFP) Pōuto Road Phase 2 status report February 2021

EXTERNALLY FUNDED PROJECTS: PŌUTO ROAD PHASE TWO

Project Name	Pōuto Road Phase 2	Date of Report	02/02/2021
Current Phase	Planning	Project Manager	Rachael Mannion

COMPONENT	Schedule	Green	Budget	Red	Risks/Issues	Red
PREV. MONTH	Schedule	Green	Budget	Red	Risks/Issues	Red

Comment (mandatory if current status indicator red or amber)

Budget is currently Red due to the budget allocated for this project being significantly less than the costs to completion.

Risks/ Issues is currently Amber due to the volume of areas where the road sits outside of road reserve and the potential for programme delay or exceeding budget as a result of having to obtain land.

OVERALL BUDGET (\$)	CURRENT FY BUDGET (\$)	SPEND TO DATE (\$)	BUDGET SPENT TO DATE (%)
\$3,130,000	\$253,823	\$149,789	4.7%
PROJECT FUNDING ALLOCATIONS			
Infrastructure Reference Group (IRG)			\$0
Provincial Growth Fund (PGF)			\$3,130,000
Kaipara District Council			\$0
Other (e.g. Waka Kotahi)			\$0
PROJECT BUDGET BY PHASE			
INVESTIGATION (\$)	DESIGN (\$)	CONSTRUCTION (\$)	
\$195,000	\$325,000	\$6,200,000	
COMMENT			
Budget is not sufficient to complete seal all 11km of Phase 2. It is estimated that 4km can be sealed with the current available budget. It is recommended that prioritisation is given to the southern section of the road through the village.			

PROJECT BACKGROUND
In September 2019 MBIE allocated \$3,130,000 from the Provincial Growth Fund (PGF) to seal approximately 11km of Poutō Road from the end of the Phase 1 seal extension project (at Ari Ari Road).

In November 2020 it was identified the allocated budget is not enough to complete the works to a safe reasonable standard, the budget shortfall is estimated to be approximately \$3m.

MBIE have supported the continuation of detailed design for this project, with a view of a suitable scope revision being identified to fall in line with budget.

UPDATE FROM PREVIOUS MONTH – LAST MONTH'S ACTIVITIES

- Recommendation to award Design contract approved
- Request shared with MBIE to amend the project scope to prioritize the southern section of the road through the village (This section gives the benefit of resolving the primary dust nuisance for residents in the Township and also passes the Waikaretu Marae, Campground and compliments the future Pouto Wharf accessway)

ACTIVITIES GOING FORWARD – THIS MONTH'S ACTIVITIES

- Design contract awarded
- Design works underway
- Agree next steps via MBIE regarding the project scope revision

COMMUNITY ENGAGEMENT / MEDIA ACTIVITY PLANNED – NEXT TWO MONTHS

- None

DECISION PAPERS SUBMITTED: PENDING DECISION

- None

PROJECT MILESTONES	STATUS (R, A G)	BASELINE (PLANNED) COMPLETION DATE	EXPECTED COMPLETION DATE	COMMENTS (MANDATORY IF STATUS INDICATOR RED OR AMBER)
Award Professional Service contracts	Amber	Dec 2020	Feb 2021	Recommendation to award Design contract approved
Complete design	Green	Aug 2021	Aug 2021	
Obtain all consents	Green	Oct 2021	Oct 2021	
Award physical works contract	Green	Oct 2021	Oct 2021	

Construction commencement	Green	Nov 2021	Nov 2021	
Construction complete	Green	Jun 2022	Jun 2022	
Opening Event	Green	Jun 2022	Jun 2022	

OPEN PROJECT RISKS	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
There is a risk property encroachment will result in a programme delay or exceed of budget	Amber	Amber	Rachael Mannion	There are several areas where road sits outside road reserve. Landowners will be negotiated with as required should the final detailed design solution require.
There is a risk the funding agreement will expire prior to completion of construction for the identified option to be pursued	Amber	Amber	Rachael Mannion	This will be taken into consideration when reviewing possible solutions for the designated funding's application.

OPEN PROJECT ISSUES	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
There is an identified budget shortfall of ~\$3m to deliver the initial scope of the project	Red	Red	Curt Martin	MBIE have supported the continuation of detailed design for this project, a recommended scope revision has been shared with MBIE for their review.

Waipoua River Road February project update

Meeting: Externally Funded Projects Committee
Date of meeting: 17 February 2021
Reporting officer: Joanne Reid, Programme Manager

Purpose/Ngā whāinga

To update on the progress (including financial status, risks, issues, milestones achieved and next steps) of the Waipoua River Road Project.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Notes the Waipoua River Road February project update.

Discussion/Ngā kōrerorero

A detailed project update is provided in Attachment A: Externally funded projects (EFP) Waipoua River Road status report February 2021.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The projects will continue to progress as specified in the Externally funded projects (EFP) Waipoua River Road status report February 2021.

Attachments/Ngā tapiritanga

A	Externally funded projects (EFP) Waipoua River Road status report February 2021

EXTERNALLY FUNDED PROJECTS: WAIPOUA RIVER ROAD

Project Name	Waipoua River Road	Date of Report	02/02/2021
Current Phase	Planning	Project Manager	Rachael Mannion

COMPONENT	Schedule	Amber	Budget	Green	Risks/Issues	Green
PREV. MONTH	Schedule	Amber	Budget	Green	Risks/Issues	Amber

Comment (mandatory if status indicator red or amber)

Budget is currently Amber due to the open issue that the full design solution leaves a very small construction contingency of approx. \$10k, which is insufficient for a project of this nature. To resolve this issue, it is proposed to revise the project scope and remove the installation of the traffic lights until road usage is forecast to increase. A safety audit of the proposed scope revision is to be completed to ensure this is an appropriate solution.

Schedule is currently Amber due to the above-mentioned issue surrounding budget, which has resulted in a delay to the programme.

Risks/ Issues is currently Amber in reflection of the above, and due to the open risk of safety of the road once sealed, this risk is to be mitigated via a safety audit of the proposed revised scope.

OVERALL BUDGET (\$)	CURRENT FY BUDGET (\$)	SPEND TO DATE (\$)	BUDGET SPENT TO DATE (%)
\$1,600,000	\$1,460,834	\$329,123	20%
PROJECT FUNDING ALLOCATIONS			
Infrastructure Reference Group (IRG)			\$0
Provincial Growth Fund (PGF)			\$1,600,000
Kaipara District Council			\$0
Other (e.g. Waka Kotahi)			\$0
PROJECT BUDGET BY PHASE			
INVESTIGATION (\$)	DESIGN (\$)	CONSTRUCTION (\$)	
\$65,000	\$330,000	\$1,205,000	
COMMENT			
Investigation phase complete			

PROJECT BACKGROUND

In September 2019 MBIE allocated \$1,610,000 from the Provincial Growth Fund (PGF) to seal approximately 1.5km of Waipoua Road from the state highway to the proposed visitor centre.

The Waipoua River Road Sealing project is part of Te Roroa's objectives to enable the delivery of the Rakau Rangitira project by creating an enhanced single-entry point for the kauri walks and Tane Mahuta experience.

A Procurement Plan for Contract 963, covering the physical works, was approved by Council on the May 2020. The design of the sealing of Waipoua River Road has been progressed with discussions held with Fulton Hogan and Te Roroa.

In September 2020 Council approved the delegation of authority award the construction contract to the Mayor and the Chief Executive subject to Te Roroa approving the award of the contract, and the contract price being within the approved project budget of \$1,600,000 + GST.

UPDATE FROM PREVIOUS MONTH – LAST MONTH'S ACTIVITIES

- Agreed with Te Roroa and MBIE to potentially revise the project scope by removing the installation of the traffic lights until road usage is forecast to increase (i.e. when the Visitors' Centre opens, estimated at earliest summer 2022, potentially summer 2023)
- Safety audit initiated to assess interim safety measures for the revised scope, to ensure the route is as safe as possible without the traffic lights
- Delayed award of the construction contract pending the road safety audit and endorsement of the scope revision

ACTIVITIES GOING FORWARD – THIS MONTH'S ACTIVITIES

- Complete design changes based on safety audit findings
- Finalise scope change via MBIE and Te Roroa
- Award construction contract

COMMUNITY ENGAGEMENT / MEDIA ACTIVITY PLANNED – NEXT TWO MONTHS

- None

DECISION PAPERS SUBMITTED: PENDING DECISION

- Waipoua River Road project contingency decision paper to be presented at the Externally Funded Projects Committee meeting on 17th February 2021

PROJECT MILESTONES	STATUS (R, A G)	BASELINE (PLANNED) COMPLETION DATE	EXPECTED COMPLETION DATE	COMMENTS (MANDATORY IF STATUS INDICATOR RED OR AMBER)
Award physical works contract	Amber	Oct 2020	Feb 2021	Pending decision to proceed based on project contingency change
Construction commencement	Amber	Oct 2020	March 2021	As above
Construction complete	Amber	Dec 2020	May 2021	As above
Opening Event	Amber	Jan 2021	May 2021	As above

OPEN PROJECT RISKS	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
There is a risk regarding the safety of the road once sealed based on the proposed revised scope and removal of traffic signals	Amber	Amber	Rachael Mannion	A safety audit of the proposed revision to scope to be completed

OPEN PROJECT ISSUES	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
The current budget does not provide an appropriate level of contingency	Amber	Amber	Rachael Mannion	To resolve this issue, it is proposed to revise the project scope and remove the installation of the traffic lights (until road usage is forecast to increase). A safety audit of the revised scope is to be completed to ensure this is an appropriate solution.

Waipoua River Road project contingency

Meeting: Externally Funded Projects Committee
Date of meeting: 17 February 2021
Reporting officer: Curt Martin, PGF Roothing Project Manager

Purpose/Ngā whāinga

To seek the Committee's approval to proceed with the option of sealing Waipoua River Road exclusive of the supply and installation of traffic lights and inclusive of a contingency no less than \$100,000.

Executive summary/Whakarāpopototanga

The Waipoua River Road Sealing project is part of the Kaipara KickStart programme and the budget of \$1.6m is provided via the Provincial Growth Fund (PGF). The budget available for Physical Works is \$1.2m.

The detailed design has been completed and the scope developed to include traffic signals which would allow traffic to be managed on the one way sections. As a result, the contract price to undertake physical works is slightly more than the available budget.

It is recommended to exclude the installation of the above-ground traffic lights infrastructure at this stage. This would result in a revised contract price of approximately \$1.2m (including a contingency of \$100k) thereby significantly reducing the risk of a project overspend.

Depending on the result of the safety audit, any future consent provided by Council for the Waipoua Visitor Centre development project will include a condition to install traffic lights on the road to ensure the road is appropriately safe for the predicted increased volume of traffic.

If these works cannot be funded within the remaining budget, costs would likely sit with Te Roroa or DoC as the promoter of the Rakau Rangatira project.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a. Endorses the option of proceeding with the sealing of Waipoua River Road exclusive of the supply and installation of the above-ground traffic lights infrastructure at this stage and including a contingency of no less than \$100,000.

Context/Horopaki

The Waipoua River Road Sealing project is part of the Kaipara KickStart programme and the budget of \$1,600,000 is provided via the Provincial Growth Fund (PGF) to seal approximately 1.5km of the road from State Highway 12 to the Waipoua Visitor Centre.

The road is owned by Te Roroa and the project is part of DoC and Te Roroa's objectives to enable the delivery of the Rakau Rangatira project by creating an enhanced single entry point for the kauri walks and Tane Mahuta experience.

Formal agreement with DoC is yet to be reached, however as the promoters of the Rakau Rangatira project and an Approved Organisation, it has been suggested that Te Roroa approach DoC with regards to vesting the road once complete.

A scope change is recommended to allow the road to be sealed within the available budget including a minimum contingency of \$100,000.

Discussion/Ngā kōrerorero

The unsealed road is located in the Waipoua Forest generally running adjacent to the Waipoua River on one side, and steep terrain on the other side covered in natural vegetation including relatively mature kauri trees. The road includes two sections of single-lane carriageway.

Due to the steep terrain, the need to protect the native vegetation, and the proximity of the river, it is not economically feasible to widen these two single-lane sections. Consequently, the design initially included the installation of traffic lights at the two locations where the road is too narrow to safely allow two-way vehicle traffic and visibility of oncoming traffic is limited.

The detailed design has been completed and a contract price to undertake the physical works has been negotiated at \$1.26m. The budget available for the physical works contract is \$1.2m.

The option of sealing the road excluding the installation of the above-ground traffic lights infrastructure at this stage has been investigated. This would reduce the physical works contract to \$996k but still includes the traffic lights enabling works (trenching, ducting etc.) to facilitate the installation of the above-ground infrastructure at a later stage. A Road Safety Audit is required to identify what additional safety measures would be required at this stage based on the revised design.

Allowing for a budget of \$100k for additional safety measures as may be directed by the safety audit findings (e.g. additional signage, guard railing, speed control initiatives, etc.) this would result in a revised contract price of approximately \$1.1m and a contingency of \$100k thereby significantly reducing the risk of a project overspend.

This option has been discussed with Te Roroa and the Ministry of Business, Innovation and Employment (MBIE) who have accepted the proposed change of scope noting that a Road Safety Audit would be required, and any future consent provided by Council for the Waipoua Visitor Centre development project (this work is estimated to begin at earliest in summer 2022, potentially summer 2023) will include a condition to install traffic lights on the road to ensure the road is appropriately safe for the predicted increased volume of traffic.

Options

- Option 1: The Committee endorses the option of proceeding with the sealing of Waipoua River Road exclusive of the supply and installation of the above-ground traffic lights infrastructure and including a contingency of no less than \$100,000.

This option would allow the sealing of the road to proceed including the implementation of any safety improvements identified as an outcome of the Road Safety Audit, and with a reasonable contingency of at least \$100,000 to support Te Roroa's objectives to enable the delivery of the Rakau Rangitira project by creating an enhanced single entry point for the kauri walks and Tane Mahuta experience.

- Option 2: The Committee does not endorse the option of proceeding with the sealing of Waipoua River Road exclusive of the supply and installation of the above-ground traffic lights infrastructure and including a contingency of no less than \$100,000.

This option would delay or possibly abolish the implementation of the physical works contract and possibly increasing the risk of central Government withdrawing its funding for this project due to lack of progress.

The recommended option is **Option 1**.

Financial implications

This project is funded via the PGF. The revised project scope of removing the above-ground traffic lights infrastructure from the sealing contract would allow the physical works to be completed within the available budget.

Risks and mitigations

The revised project scope of removing the above-ground traffic lights infrastructure from the sealing contract would provide a contingency of at least \$100,000 and significantly reduce the risk of a project overspend.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

Finalise the contract price including any safety improvements identified as a result of the Road Safety Audit based on the revised design and including a contingency of at least \$100,000, and seek Te Roroa's approval of the revised design prior to awarding the contract.

Unsealed Roding Network project update

February 2021

Meeting: Externally Funded Projects Committee
Date of meeting: 17 February 2021
Reporting officer: Joanne Reid, Programme Manager

Purpose/Ngā whāinga

To update on the progress (including financial status, risks, issues, milestones achieved and next steps) of the Unsealed Roding Network Project.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Notes the Unsealed Roding Network project update February 2021.

Discussion/Ngā kōrerorero

A detailed project update is provided in Attachment A: Externally funded projects (EFP) Unsealed Roding Network status report February 2021.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The projects will continue to progress as specified in the Externally funded projects (EFP) Unsealed Roding Network status report February 2021.

Attachments/Ngā tapiritanga

A	Externally funded projects (EFP) Unsealed Roding Network status report February 2021

EXTERNALLY FUNDED PROJECTS: UNSEALED ROADING NETWORK

Project Name	Unsealed Road Network	Date of Report	02/02/2021
Current Phase	Implementation	Project Manager	Bernard Petersen

COMPONENT	Schedule	Amber	Budget	Green	Risks/Issues	Green
PREV. MONTH	Schedule	Green	Budget	Green	Risks/Issues	Green

Comment (mandatory if current status indicator red or amber)

Schedule is currently Amber due to being behind schedule with physical work delivery. To resolve this, during January Ventia worked through the process of engaging two new sub-contractors to support in the physical work delivery starting in February. One of these sub-contractors is Huband Contractors Limited, Paparoa who will be providing a full construction team. The other new sub-contractor is DCL Civil, Kerikeri who will be providing a drainage team. Ventia have also signed on a new Project Manager starting 2nd February who will be 100% dedicated to supporting the delivery of this project through to completion.

OVERALL BUDGET (\$)	CURRENT FY BUDGET (\$)	SPEND TO DATE (\$)	BUDGET SPENT TO DATE (%)
8,060,000	5,550,000	105,172	1%
PROJECT FUNDING ALLOCATIONS			
Infrastructure Reference Group (IRG)			\$4,910,000
Provincial Growth Fund (PGF)			\$3,150,000
Kaipara District Council			\$ -
Other (e.g. Waka Kotahi)			\$ -
PROJECT BUDGET BY PHASE			
INVESTIGATION (\$)	DESIGN (\$)	CONSTRUCTION (\$)	
N/A	N/A	N/A	
COMMENT			
Note: \$481,414 of spend to date to be journaled across to this project code, bringing spend to date to \$586,586 (7% spent to budget)			
Project budget by phase non applicable as this project is performed via contract variation to the existing business as usual Contract '888 Road Maintenance and Renewals' (held by Broadspectrum/Ventia)			

PROJECT BACKGROUND

This project originated with Roothing Package Funding Agreement 2, which included project funding of \$3.15m Provincial Growth Fund funding (PGF), and \$4.91m National Land Transport Fund (NLTF) co-funding. Council's application for the additional \$4.91m NLTF co-funding was declined however, the Government has now approved an additional \$4.91m funding from the (Infrastructure Reference Group (IRG) fund.

The implementation of the 'Unsealed Roothing Improvements' project has recently commenced with pavement testing and detailed design being progressed, utilising the approved \$3.15m PGF funding included in Roothing Package Funding Agreement 2.

The project has received Council approval to vary existing Contract '888 Road Maintenance and Renewals' (held by Broadspectrum/ Ventia) to include the implementation of the \$8.06m Unsealed Roothing Network programme of works. The works will be undertaken in conjunction with Council's business as usual unsealed rooothing network improvement programme.

UPDATE FROM PREVIOUS MONTH – LAST MONTH'S ACTIVITIES

- Physical works now underway with several sites completed by dedicated contractor teams.
- Huband Contractors Limited has come on board as key sub-contractor to Ventia for full construction delivery of individual sites where associated improvements have been completed. (Huband is a locally owned and operated contractor based in Paparoa who have serviced the Kaipara, Whangarei, Rodney and Far North Districts for 38 years)
- DCL Civil (a local subcontractor based in Kerikeri) have been engaged by Ventia to support the delivery of associated enabling works
- Test pit pavement testing and quarry source aggregate testing has continued, with the support of two University students, gaining valuable work experience
- Associated enabling works have been completed on Mountain Road, including drainage and slip repairs, through Asset Construction Limited, Mangawhai staff
- Associated enabling works have also been completed on Charity Hill Road
- Associated improvement works have started across several other sites ahead of pavement works

ACTIVITIES GOING FORWARD – THIS MONTH'S ACTIVITIES

- Remaining Season 1 and 2 site test pit pavement testing to continue
- Remaining Season 1 pavement designs received, reviewed and priced
- Commencement of associated enabling works to begin on the following sites:
 - Golden Stairs Road (Huband)
 - Tokatoka and Sills Road (Ventia)
 - Kaihu Wood, Waihue and Maropiu Road (DCL)

COMMUNITY ENGAGEMENT / MEDIA ACTIVITY PLANNED – NEXT TWO MONTHS

- Currently working with the Communications and Engagement Manager to develop a flyer for delivery to residents living within close proximity or on the unsealed rehabilitation sites. This flyer will provide informative details of what is being carried out and why

DECISION PAPERS SUBMITTED: PENDING DECISION

- None

PROJECT MILESTONES	STATUS (R, A G)	BASELINE (PLANNED) COMPLETION DATE	EXPECTED COMPLETION DATE	COMMENTS (MANDATORY IF STATUS INDICATOR RED OR AMBER)
Contract executed	Complete	Complete	Complete	
Season 1 works start	Complete	Complete	Complete	
Season 2 works start	Amber	Jan 21	Feb 21	Ventia have now engaged two new sub-contractors to support programme delivery
Season 3 works start	Green	Sept 21	Sept 21	

OPEN PROJECT RISKS	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
Insufficient contractor resource to meet project demand	Green	Green	Bernard Petersen	Ventia have now engaged two new sub-contractors to support programme delivery
Unsuitable weather conditions	Green	Green	Bernard Petersen	Risk mitigated through targeting aggregate pavement works during Spring and Autumn seasons where moisture content is most favourable
Insufficient quarry supplies of aggregate metal for the pavement overlays	Green	Green	Bernard Petersen	Risk mitigated through contractor's ordering aggregate material in advance and monitoring contractor's progress against programme

OPEN PROJECT ISSUES	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
N/A				

Kaihu Valley Trail project update February 2021

Meeting: Externally Funded Projects Committee
Date of meeting: 17 February 2021
Reporting officer: Joanne Reid, Programme Manager

Purpose/Ngā whāinga

To update on the progress (including financial status, risks, issues, milestones achieved and next steps) of the Kaihu Valley Trail Project.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Notes the Kaihu Valley Trail project update February 2021.

Discussion/Ngā kōrerorero

A detailed project update is provided in Attachment A: Externally funded projects (EFP) Kaihu Valley Trail status report February 2021.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The projects will continue to progress as specified in the Externally funded projects (EFP) Kaihu Valley Trail status report February 2021.

Attachments/Ngā tapiritanga

A	Externally funded projects (EFP) Kaihu Valley Trail status report February 2021
B	Kaihu Valley Trail draft preferred route map

EXTERNALLY FUNDED PROJECTS: KAIHU VALLEY TRAIL

Project Name	Kaihu Valley Trail	Date of Report	02/02/2021
Current Phase	Planning and Design	Project Manager	Jody Kelly

COMPONENT	Schedule	Amber	Budget	Amber	Risks/Issues	Amber
PREV. MONTH	Schedule	Amber	Budget	Amber	Risks/Issues	Amber
<p>Comment (mandatory if status indicator red or amber)</p> <p>Schedule and Budget are currently Amber due to the requirement to source the training component of this project separately to the MBIE allocated funding. Negotiations between the Ministry of Social Development (MSD) and Wilsons Earthmoving (Head Contractor/Training Provider) to establish a Training Package agreement are still underway. The duration of these negotiations has resulted in a delay to appointing a Head Contractor (as this contract cannot be executed until the training package has been confirmed) putting the current schedule at risk.</p> <p>The open risk regarding achieving landowner agreements to route also bring Budget and Schedule to Amber status.</p>						

OVERALL BUDGET (\$)	CURRENT FY BUDGET (\$)	SPEND TO DATE (\$)	BUDGET SPENT TO DATE (%)
4,000,000	628,000	106,166	2.6%
PROJECT FUNDING ALLOCATIONS			
Infrastructure Reference Group (IRG)			\$4,000,000
Provincial Growth Fund (PGF)			\$ -
Kaipara District Council			\$ -
Other (e.g. Waka Kotahi)			\$ -
PROJECT BUDGET BY PHASE			
INVESTIGATION (\$)	DESIGN (\$)	CONSTRUCTION (\$)	
540,840	275,000	3,184,160	
COMMENT			
<ul style="list-style-type: none"> Current FY budget is reflective of the delay in procuring Head Contractor Additional funding is being sourced to enable the training package between Wilsons Earthmoving (to be Head Contractor) and Ministry of Social Development (MSD) Waka Kotahi have been approached to understand what funding may be available to enhance safety on the trail, focusing on the four possible state highway crossings 			

PROJECT BACKGROUND

In Oct 2020, MBIE allocated \$4m of funding from the Infrastructure Reference Group (IRG) fund to construct sections of the Kaihu Valley Trail.

The \$4m funding allocation is less than the \$9m+ estimate of the original Business Case and it has been noted that it will not be possible to create a fully segregated facility at this stage. The allocated funding will deliver a 36km walking and cycle trail, providing a higher quality journey between Dargaville and Donnelly's Crossing. The track will form part of a longer planned 'Ancient Kauri Trail', eventually progressing from Maungaturoto to the southern headland of the Hokianga Harbour.

UPDATE FROM PREVIOUS MONTH – LAST MONTH'S ACTIVITIES

- Training package negotiations initiated and progressing between Ministry of Social Development (MSD) and Wilsons Earthmoving (Head Contractor & Training Provider)
- Trainee selection process underway
- Continuation of landowner site visits and community engagement
- Preferred route options analysis underway
- Draft route map created (*Attached for reference*) and presented to Kaihu Valley Trail advisory group
- Waka Kotahi engaged to identify possible funding opportunities within the trail and initial application submitted
- Submitted a report to the Mana Whenua Quarterly Hui to be held on the 9th Feb

ACTIVITIES GOING FORWARD – THIS MONTH'S ACTIVITIES

- Response from Waka Kotahi (NZTA) re. funding application
- Training package solution finalised and contract in place between relevant parties
- Continuation of landowner site visits and community engagement
- Draft route map reviewed by Kaihu Valley Trail advisory group and feedback sought
- Procure Head Contractor
- Preferred route shared with community
- Procurement methodology review for the Bridges component of the project
- Kaihu Valley Trail information site (website) live
- Marae/Iwi hui to commence

COMMUNITY ENGAGEMENT / MEDIA ACTIVITY PLANNED – NEXT TWO MONTHS

- Preferred route shared with community (once confirmed) via the Kaihu Valley Trail information website, the KDC website, Kaipara Lifestyler, KDC Facebook page etc.
- Community presentation/ drop-in session to be scheduled for within the next 2/ 3 month period

DECISION PAPERS SUBMITTED: PENDING DECISION

- None

PROJECT MILESTONES	STATUS (R, A G)	BASELINE (PLANNED) COMPLETION DATE)	EXPECTED COMPLETION DATE	COMMENTS (MANDATORY IF STATUS INDICATOR RED OR AMBER)
Contract executed	Complete	Complete	Complete	
Award professional service contracts	Complete	Complete	Complete	
Obtain all consents	Amber	Dec 2020	May 2021	The extent of resource consent requirements require refinement. Planner & Surveyor have been engaged to commence investigations and confirm consent milestone timeline
Award physical works contract	Amber	Dec 2020	March 2021	Dependant on confirmation of Training Package
Construction commencement	Amber	Jan 2021	May 2021	Delay forecast to allow time for training of resource
Construction complete	Green	Oct 2022	Oct 2022	Completion not anticipated to slip as result of delayed construction start
Opening Event	Green	Nov 2022	Nov 2022	

OPEN PROJECT RISKS	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
There is a risk regarding achieving landowner agreements for proposed route	Amber	Amber	Jody Kelly	Site visits commenced and individual engagements with impacted landowners underway
There is a risk the scope of works for the preferred route may impact schedule or exceed budget	Amber	Amber	Jody Kelly	Implications of route will be closely monitored to ensure achievable within budget and schedule
There is a risk of negative community response to a preferred route	Amber	Amber	Jody Kelly	A Community and Engagement advisor has been resourced by the project to support ongoing communications and collating of feedback/ insights
There is a risk of insufficient trainees to meet the required programme of works	Amber	Amber	Jody Kelly	Potential solutions (such as supported travel to site) are being investigated as part of the training package discussion between KDC, MSD and Wilsons Earthmoving

There is a risk the budget will be insufficient	Green	Amber	Jody Kelly	Funding to support high risk sections has applied for through NZTA Waka Kotahi and discussions with MSD regarding training funding support are still underway
---	-------	-------	------------	---

OPEN PROJECT ISSUES	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
The training programme and funding continues to be under negotiation	Amber	Amber	Jody Kelly	This issue is being mitigated through supporting negotiations between with MSD and Wilsons Earthmoving
A landowner objection to a section of the route has been received, alongside a request that no KDC staff (or related) access to property	New Issue	Red	Jody Kelly	The project team are working in respect to the landowner request and will progress with a view of identifying a mutual solution

LEGEND

- PREFERRED ROUTE
- ROUTE USES LOCAL ROADS
- ROUTE YET TO BE CONFIRMED
- STATE HIGHWAY
- MARAE
- BRIDGE

DONNELLY'S CROSSING

DONNELLY'S CROSSING

TROUNSON PARK

TOP 10 HOLIDAY PARK

NELSON'S KAIHU KAURI

KAIHU TAVERN

MAMARANUI

DARGAVILLE

DARGAVILLE

RAIL CARTS

BAYLYS BEACH

Mangawhai Shared Path February Project Update

Meeting: Externally Funded Projects Committee
Date of meeting: 17 February 2021
Reporting officer: Joanne Reid, Programme Manager

Purpose/Ngā whāinga

To update on the progress (including financial status, risks, issues, milestones achieved and next steps) of the Mangawhai Shared Path Project.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Notes the Mangawhai Shared Path February project update.

Discussion/Ngā kōrerorero

A detailed project update is provided in Attachment A: Externally funded projects (EFP) Mangawhai Shared Path status report February 2021.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The projects will continue to progress as specified in the Externally funded projects (EFP) Mangawhai Shared Path status report February 2021.

Attachments/Ngā tapiritanga

A	Externally funded projects (EFP) Mangawhai Shared Path status report February 2021

EXTERNALLY FUNDED PROJECTS: MANGAWHAI SHARED PATH

Project Name	Mangawhai Shared Path	Date of Report	02/02/21
Current Phase	Planning	Project Manager	Tim Manning

COMPONENT	Schedule	Green	Budget	Amber	Risks/Issues	Amber
PREV. MONTH	Schedule	Green	Budget	Green	Risks/Issues	Green

Comment (mandatory if status indicator red or amber)

Budget is currently Amber due to delays in the Waka Kotahi funding approval and an anticipated shortfall in the initial funding allocation. Indications are that approximately \$6.4M will be approved for this financial year and carried over into following financial years. This may mean that the boardwalk and bridge will have to be delayed until funding is approved in the next financial year.

Risks and Issues is currently Amber due to the open risks and issues related to Waka Kotahi funding approvals and the risk that cost of the final design exceeds forecasted budget

OVERALL BUDGET (\$)	CURRENT FY BUDGET (\$)	SPEND TO DATE (\$)	BUDGET SPENT TO DATE (%)
7,925,300	TBC	351,496	4.4%
PROJECT FUNDING ALLOCATIONS			
Infrastructure Reference Group (IRG)			\$2.4M
Provincial Growth Fund (PGF)			\$
Kaipara District Council			\$1.5M
Other (e.g. Waka Kotahi)			\$4.0M
PROJECT BUDGET BY PHASE			
INVESTIGATION (\$)	DESIGN (\$)	CONSTRUCTION (\$)	
TBC	TBC	TBC	
COMMENT			
<ul style="list-style-type: none">The amount of funding approved by Waka Kotahi influences the breakdown of the budget. This will need to be updated once funding is confirmed.			

PROJECT BACKGROUND
<p>In Oct 2020, MBIE allocated \$2.4m of funding from the Infrastructure Reference Group (IRG) fund for the construction of approximately 3.8 km of shared pathway on Molesworth Drive and improvements to the Insley Street / Moir Street intersection and Molesworth Drive / Moir Street intersection.</p> <p>The Mangawhai Shared Path project will hold an overall budget of ~\$7.9m, this is comprised of the \$2.4M of funding under the IRG funding agreement, ~\$0.6M of co-funding from Kaipara District Council development contributions and ~\$4.9M from NZTA Waka Kotahi</p>

UPDATE FROM PREVIOUS MONTH – LAST MONTH'S ACTIVITIES

- Worked with Waka Kotahi to finalise their internal funding approval report
- Prepared Tender documentation to be ready to release once funding is approved
- Prepared Council paper for land acquisition approval for 43 and 45 Moir St
- Ongoing development of resource consent applications

ACTIVITIES GOING FORWARD – THIS MONTH'S ACTIVITIES

- Obtain Waka Kotahi funding approval (forecast Feb 2021)
- Tender works once funding is approved
- Ongoing development of resource consent applications
- Preparation of public communications and engagement on execution of both the MBIE and Waka Kotahi funding agreements
- Schedule North power and Chorus for service diversion works once funding is approved (long lead in period)

COMMUNITY ENGAGEMENT / MEDIA ACTIVITY PLANNED – NEXT TWO MONTHS

- Public communications and engagement to take place upon execution of both the MBIE and Waka Kotahi funding agreements

DECISION PAPERS SUBMITTED: PENDING DECISION

- Mangawhai shared path land acquisition decision paper to be presented at the Externally Funded Projects Committee meeting on 17th February 2021

PROJECT MILESTONES	STATUS (R, A G)	BASELINE (PLANNED) COMPLETION DATE)	EXPECTED COMPLETION DATE	COMMENTS (MANDATORY IF STATUS INDICATOR RED OR AMBER)
MBIE contract executed	Green	Complete	Complete	
Waka Kotahi funding executed	Amber	Jan 21	Feb 21	Waka Kotahi have indicated that funding approval should be known by mid-Feb.
Award construction contract	Green	May 21	May 21	Draft baseline dates pending contract execution
Construction commences)	Green	May 21	May 21	As above
Construction Complete	Green	Sept 22	Sept 22	As above
Opening Event	Green	Oct 22	Oct 22	As above

OPEN PROJECT RISKS	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
There is a risk that the Waka Kotahi funding application is declined, which would result in inadequate funding for shared path requirements	Green	Green	Tim Manning	Funding application submitted, awaiting formal response (anticipated to be received mid Feb 2020).
There is a risk of delay in Waka Kotahi approving funding for the NLTF component, Waka Kotahi have indicated there will be constraints on the entire NLTF expenditure across all activity classes for 2020/21	Amber	Amber	Tim Manning	The team will work closely with Waka Kotahi to understand implications to funding availability
There is a risk the cost of the final design will exceed forecasted budget as detailed design cost estimated has increased from \$7.92M to \$10.13M for phase 1 construction	Amber	Amber	Tim Manning	A peer review has been performed and indicated a cost 13% lower. The final position will not be determined until the Tender process has closed. As a mitigation, the increased cost has been allowed for in the LTP
There is a risk of delay in the resource consent process for the Boardwalk and Bridge in the Coastal Marine Area.	Green	Green	Tim Manning	The programme allows for a worst-case situation where the consent gets taken to the Environmental Court. The team is currently working with specialists to ensure that potential issues (i.e., Ferry Tern and local residents, etc) are managed as best as possible.

OPEN PROJECT ISSUES	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
There is a delay in Waka Kotahi approving funding, indications prior to Christmas were that the funding approval would be put forward to the 21/01/21 approval meeting. Due to a change in personnel, there has been a delay to this process	New risk	Amber	Tim Manning	Confirmed application to be presented for approval within Waka Kotahi on 04/02/21.
There is an issue of delay in Waka Kotahi approving the funding for the board walk and bridge component of the shared path as they will need to be approved separately as part of the 21/22 NLTF process	Amber	Amber	Tim Manning	This approval process will not start until approximately May 2021 and could take up to Sept 2021.

Kaiwaka Footbridges February project update

Meeting: Externally Funded Projects Committee
Date of meeting: 17 February 2021
Reporting officer: Joanne Reid, Programme Manager

Purpose/Ngā whāinga

To update on the progress (including financial status, risks, issues, milestones achieved and next steps) of the Kaiwaka Footbridges Project.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Notes the Kaiwaka Footbridges February project update.

Discussion/Ngā kōrerorero

A detailed project update is provided in Attachment A: Externally funded projects (EFP) Kaiwaka Footbridges status report February 2021.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The projects will continue to progress as specified in the Externally funded projects (EFP) Kaiwaka Footbridges status report February 2021.

Attachments/Ngā tapiritanga

A	Externally funded projects (EFP) Kaiwaka Footbridges status report February 2021

EXTERNALLY FUNDED PROJECTS: KAIWAKA FOOTBRIDGES

Project Name	Kaiwaka Footbridges	Date of Report	02/02/21
Current Phase	Planning	Project Manager	Tim Manning

COMPONENT	Schedule	Amber	Budget	Green	Risks/Issues	Green
PREV. MONTH	Schedule	Green	Budget	Green	Risks/Issues	Green

Comment (mandatory if status indicator red or amber)

Schedule is currently Amber as the programme is carrying a seven-week delay due to the following:

1. The Department of Conservation (DOC) requires approximately three weeks to approve the specification of the works prior to approval being granted for the north bridge on the western side
2. Due to the design market being very busy, it is taking approximately a month longer than planned to get the geotechnical investigation completed for the north bridge on the western side

As a result of the above, there is a delay to the planned award of contract, which is now planned for May (originally planned for end of March).

OVERALL BUDGET (\$)	CURRENT FY BUDGET (\$)	SPEND TO DATE (\$)	BUDGET SPENT TO DATE (%)
750,000	250,000	23,598	3%
PROJECT FUNDING ALLOCATIONS			
Infrastructure Reference Group (IRG)			\$750,000
Provincial Growth Fund (PGF)			\$ -
Kaipara District Council			\$ -
Other (e.g., Waka Kotahi)			\$ -
PROJECT BUDGET BY PHASE			
INVESTIGATION (\$)	DESIGN (\$)	CONSTRUCTION (\$)	
\$50,000		\$700,000	
COMMENT			
Spend to date relates to concept design and public liaison drawings. Design & construction budget combined due to 'Design and Build' procurement strategy			

PROJECT BACKGROUND

In 2014 Kaipara District Council undertook a Community Planning exercise in Kaiwaka. From this, a township Improvement plan was developed and shared with Iwi, Taumata Council and community representatives, then finalised in November 2016.

With State Highway 1 (SH1 Auckland/Northland corridor) splitting the township, connectivity was a safety issue crossing from one side of the road to the other. Several solutions have been identified and some implemented. A high risk identified was safe crossings to the township and across the waterways. Pedestrian bridges were identified as the safest way to achieve these crossings.

In November 2020, MBIE approved \$750k funding from the Infrastructure Reference Group (IRG) fund for the construction of two bridges in Kaiwaka and a linked pathway. By implementing these pedestrian bridges, we align to the walking and cycling strategy, plus provide linkages to the Ancient Kauri Trail, supporting growth and economic development for the township.

UPDATE FROM PREVIOUS MONTH – LAST MONTH’S ACTIVITIES

- Liaising with DOC to obtain approval for the western location of the northern bridge (The preferred location of the northern bridge involves construction on Department of Conservation’s land)
- Engaging design consultant to complete geotechnical investigation and draft suitable concept drawings to enable going to market for a Design and Build Tender
- Prepared Council paper for procurement plan approval
- Procurement plan drafted for approval

ACTIVITIES GOING FORWARD – THIS MONTH’S ACTIVITIES

- Provide DOC specification to review and approve
- Obtain DOC approval for the western location of the northern bridge
- Geotechnical investigation for northern bridge commenced
- Investigate the inclusion of a wastewater pipe diversion into the southern bridge construction (separate budget aligned with KDC operational works)
- Finalise drawings and documentation to go to Tender

COMMUNITY ENGAGEMENT / MEDIA ACTIVITY PLANNED – NEXT TWO MONTHS

- Community update to be scheduled for within the next 2/ 3 month period

DECISION PAPERS SUBMITTED: PENDING DECISION

- Kaiwaka Footbridges procurement plan decision paper to be presented at the Externally Funded Projects Committee meeting on 17th February 2021

PROJECT MILESTONES	STATUS (R, A G)	BASELINE (PLANNED) COMPLETION DATE)	EXPECTED COMPLETION DATE	COMMENTS (MANDATORY IF STATUS INDICATOR RED OR AMBER)
Contract executed	Green	Complete	Complete	
Award procurement construction contract	Amber	March 21	May 21	Delay due to approvals required prior to going to Tender
Obtain all consents	Green	June 21	July 21	As above
Construction commencement	Green	July 21	Aug 21	As above
Construction complete	Green	Dec 21	Feb 22	As above and influence of Christmas shutdown
Opening Event	Green	Jan 22	Mar 22	As above

OPEN PROJECT RISKS	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
There is a risk of delay to programme by incorporating the diversion of a wastewater pipe into the southern bridge design	N/A	Green	Tim Manning	To mitigate the team will investigate the scope of works and determine if this will impact the design programme prior to accepting into the project scope
There is a risk of lack of interest in the procurement method due to a buoyant construction market	N/A	Green	Tim Manning	To mitigate a registration of interest will be issued prior to releasing the Tender to test the market

OPEN PROJECT ISSUES	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
N/A				

Kaiwaka Footbridges procurement plan

Meeting: Externally Funded Project Committee
Date of meeting: 17 February 2021
Reporting officer: Tim Manning, Project Manager

Purpose/Ngā whāinga

This report seeks approval of the Kaiwaka footbridges procurement plan.

Executive summary/Whakarāpopototanga

In November 2020, the Ministry of Business, Innovation and Employment (MBIE) approved \$750k of funding from the Infrastructure Reference Group (IRG) fund, for the construction of two bridges in Kaiwaka and a linked pathway.

It is proposed to procure the works through a purchaser nominated (target) price design and build contract.

This paper seeks approval from Council for the procurement plan.

Recommendation/Ngā tūtohunga

That the Externally Funded Programme Committee

- A) Approves the Kaiwaka footbridges procurement plan.

Context/Horopaki

The Kaipara District Council procurement policy requires that 'A [Procurement] Business Case shall be submitted to Council as part of the approval process for any high risk or high value procurement over \$500,000, unless Council has approved an exception.' The estimated Kaiwaka Footbridges procurement cost is \$600,000.

The attached procurement plan proposes a nominated (target) price procurement approach.

The procurement will relate to the design, consent and build of two footbridges (approximately 23 meters each in length) and the design and build of footpaths/boardwalks connecting the bridges to local shops and/or the existing footpath network.

Discussion/Ngā kōrerorero

The procurement approach will consist of open tender and will set a target price of \$600,000 for the design, consent and build of the two footbridges and the associated paths and landscaping. Tenderers will be required to specify what scope and type of product they can provide within the set target price. Tenderers will be evaluated based on how much of the scope they can provide, and the quality of the product proposed.

Options

Option 1: Approve the proposed procurement approach.

Option 2: Seek changes to be made to the procurement approach, following which the procurement plan would be revised and brought back to the committee for approval. If this course is desired, then this will potentially delay project by a month.

The recommended option is **option 1**.

Policy and planning implications

N/A

Financial implications

The nominated target price for the Contract is \$600,000 and will be covered by the MBIE funding agreement.

Risks and mitigations

There is a risk that the market may not be interested investing the time required to do sufficient preliminary design to price the design and build works during a very busy construction season. Mitigation – An expression of interest will be advertised to confirm that there is sufficient interest in such a procurement approach.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

Council approves the procurement plan.

The project progresses with procurement as outlined in attachment A

Attachments/Ngā tapiritanga

A	Kaiwaka footbridges project procurement plan

Procurement Plan (> \$500,000)

Kaiwaka Footbridges

This document seeks approval from Council as delegated financial authority holder to:

- Undertake procurement processes for goods or services to an estimated value of \$600,000.

Once fully approved the project manager or business owner may procure goods and services according to the plan. Any material deviations from the plan must be reapproved by those who have endorsed and approved the plan.

Signed:	Signed:
Name: Tim Manning	Name: John Burt
Role: Project Manager	Role: Head of Procurement
Statement: This procurement plan has incorporated objectives of the business owner and is designed to deliver best "whole of life" cost solution for KDC and its customers.	Statement: This procurement plan meets all procurement policy requirements and approved procurement strategies.
Date:	Date:
Signed:	Signed:
Name: Joanne	Name: Jim Sephton
Role: Reid	Role: General Manager
Statement: This procurement plan has an approved business case and budget to cover this procurement.	Statement: I approve/recommend the CEO approve this procurement plan.
Date:	Date:
Signed:	
Name: Louise Miller	
Role: CE (DFA Holder)	
Statement: I approve this procurement plan.	
Date:	

1 No Conflict of Interest Declaration

If you feel that you may have a conflict of interest then please email a Procurement representative immediately to formalise your declaration.

By signing below, I hereby declare that to the best of my knowledge I do not have:

- any financial (shareholding or pecuniary) or other related interest in the supply of goods and services for the project named below;
- any relatives or friends with a financial interest in the goods and services to be supplied for the project named below; or,
- any personal obligation which would in any way affect my decisions in relation to the process I have been asked to undertake for Kaipara District Council.

Name	Role	Signature
Tim Manning	Project Manager	
Joanne Reid	Programme Manager Infrastructure	
Jim Sephton	General Manager Infrastructure	

2 Project Related Information

2.1 Project Name	Kaiwaka Footbridges
2.2 Total Project Budget	\$750,000
2.3 Total Estimated Procurement Cost (BC1)	\$600,000
2.4 Briefly describe the project this procurement relates to? <ul style="list-style-type: none"> • Design, consent and build two footbridges approximately 23 metres each in length. • Design and build footpaths/boardwalks connecting the bridges to shops and/or the existing footpath network. • The bridges and paths provide pedestrian and cycling access across the Kaiwaka River and underneath SH1. 	

3 Procurement Streams

A procurement stream is an individual procurement. For example, a project may involve the procurement of an asset and the installation of that asset. This would typically involve two streams: one for the procurement of the asset and one for the procurement of the installation services. (Insert new rows for additional streams if necessary)

Name	Estimated Procurement Cost
3.1 Design and build	\$600,000

4 Procurement Stream ONE – Design and build

If your project has multiple procurement streams replicate this section for each stream

4.1 What is being procured?

- Design, sourcing consent and construction of a 23.3m southern footbridge and the associated access paths and ramps. This will connect Oneriri Road to the footpath outside Eutopia Café.
- Design, sourcing consent and construction of a 22.5m northern footbridge and the associated access paths. This will connect up to outside Kaiwaka Clothing, under the SH1 bridge to connect to Gibbons Rd and across to McLean Park.

4.2 Is this procurement subject to previously approved procurement strategy?

No

4.3 Is there an established panel of suppliers that can be used for this procurement?

No

4.4 What suppliers are capable of providing the goods or services required for this procurement stream?

There are approximately 6 Contractors that have a presence in Northland capable of delivering the project.

4.5 What type of tender is being recommended? (if applicable)

Competitive (Open)	Yes
Competitive but closed (Closed/Selective)	
Non-Competitive (Direct/Selective)	

4.6 What is the nominated procurement approach and why this is the best procurement approach?

Purchaser nominated (target) price design and build.

4.7 What are the procurement/logistics risks related to this procurement stream, proposed mitigation measures and/or risk allowances?

The tender asks the Tenderers to define what they can design, build and deliver for a nominated price. The Tender will highlight the order of priority of what is to be delivered from within the project scope. Then the Tenderers define what they can deliver for the nominated price.

The nominated price approach puts the risk of costs exceeding budget once detailed design, consenting process and delivery are underway onto the Tenderer.

The risks for KDC are:

1. Time – the design, consenting and building programme may vary. However, the cost risk sits with the Tender.
2. Lack of interest during a very busy construction season. There is a risk that the market may not be interested investing the time required to do sufficient preliminary design to price the design and build works. One company that specialises in such projects has expressed interest. However, an expression of interest will be advertised to confirm that there is sufficient interest in such a procurement approach.
3. Cost exceeds budget – there is a risk that with the buoyant construction market we may not find any interest from the industry to deliver the bridges and associated paths for \$600,000. This may be balanced in that the construction works are likely to be planned during the winter months, avoiding the busy construction season.

4.8 What is the Procurement Policy exemption being proposed (if an Open Tender (Competitive) is not being utilised) and what is the justification for this exemption?

N/A

4.9 Are there any specific contract terms applying to this procurement?

N/A

APPENDIX A – Tendering, Contracting and Cost Details for Each Procurement Stream

5 Procurement Stream ONE – Design and build

If your project has multiple procurement streams replicate this section for each stream

5.1 Procurement Timelines

Include high-level activities for the procurement stream. This should consider the tender activities. Refer to the Procurement Guidelines for examples.

	Milestone Name	Start Date	End Date
1	Registration of Interest	18/02/21	25/02/21
2	Tender Period	01/03/21	31/03/21
3	Evaluation	01/04/21	16/04/21
4	Award Contract	19/04/21	

5.2 Evaluation Team (for both tenders and non-competitive procurement)

Role	Name	Group
Project Manager	Tim Manning	Infrastructure
Evaluation Team Member	Rachael Mannion Curt Martin	NTA Infrastructure

5.3 Evaluation Criteria and Scoring (See Guidelines for an example)

NON-PRICE CRITERIA	WEIGHTING
Quality assessment criteria (to be defined)	100%

NON-PRICE TOTAL	100%
TOTAL	100%
5.4 Identify the form of contract to be utilised for this procurement	
NZS 3910:2015	
5.5 Where is the contract located in P: drive	
MCP shared drive: Kaipara District Council\Mangawhai Community Plan - Documents\1 Projects\Kaiwaka foot bridges	
5.6 Estimated Costs (modify to suit relevant costs)	
Description	Cost
Total procurement cost	\$10,000

6 Relevant Reference Documentation

Provide the document name and hyperlink to the document. Documents may also be attached as an appendix to this plan.

Source Name	Brief Description	Hyperlink/Location

EFP Programme Financial Overview

February 2021

Meeting: Externally Funded Projects Committee
Date of meeting: 17 February 2021
Reporting officer: Joanne Reid, Programme Manager

Purpose/Ngā whāinga

To update on the financial status of the Externally Funded Programme of projects.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Notes the EFP Programme Financial Update February 2021.

Discussion/Ngā kōrerorero

A detailed financial overview is provided in Attachment A: EFP Programme February Financial Overview.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The programme will continue to progress as specified in the Externally funded projects (EFP) status reports.

Attachments/Ngā tapiritanga

	Title
A	EFP Programme February Financial Overview

Externally Funded Projects Programme Financial Overview

Published 02/02/21												
Funding Stream Breakdown					Project Financial Overview				Project Budget By Phase			Additional Information
Project Name	Infrastructure Reference Group (IRG) Funding stream (\$)	Provincial Growth Fund (PGF) Funding Stream (\$)	Kaipara District Council Funding stream (\$)	Other (e.g. Waka Kotahi) Funding Stream (\$)	Project Budget (Total)	FY 20/21 Budget	Spend to Date (\$)	Budget spent to date (%)	Investigation (\$)	Design (\$)	Construction (\$)	
Kaihu Valley Trail	\$4,000,000				\$4,000,000	\$628,000	\$106,166	2.6%	\$540,840	\$275,000	\$3,184,160	
Kaiwaka Footbridges	\$750,000				\$750,000	\$250,000	\$23,598	3.0%	\$50,000	\$700,000		Design & construction budget combined due to 'Design and Build' procurement strategy
Mangawhai Shared Path	\$2,400,000		\$600,000	\$4,900,000	\$7,900,000	TBC	\$351,496	4.4%	TBC	TBC	TBC	Waka Kotahi funding approval pending. The amount of funding approved by Waka Kotahi influences the breakdown of the budget by phase ad FY, this will be updated once funding is confirmed.
Pouto Road Phase 1		\$5,050,000	\$511,100	\$833,900	\$6,395,000	\$5,830,307	\$577,398	9.0%	\$125,000	\$470,000	\$5,800,000	
Pouto Phase 2		\$3,130,000			\$3,130,000	\$253,823	\$149,789	4.7%	\$195,000	\$325,000	\$6,200,000	
Waipoua River Road		\$1,600,000			\$1,600,000	\$1,460,834	\$329,123	20.0%	\$65,000	\$330,000	\$1,205,000	
Unsealed Road network	\$4,910,000	\$3,150,000			\$8,060,000	\$5,550,000	\$105,172	1.0%	NA	NA	NA	Note: \$481,414 of spend to date to be journalled across to this project code, bringing spend to date to \$586,586 (7% spent to budget). Project budget by phase non applicable as this project is performed via contract variation to the existing business as usual Contract
Wharves		\$4,950,000			\$4,950,000	\$4,504,411	\$1,478,020	29.0%	\$950,000	\$4,000,000		Overall budget includes \$272,000 holding budget (to be assigned to capex project as appropriate once final estimates for Pahi & Pouto are available)
Water		\$740,000			\$740,000	\$489,964	\$220,577	30.0%	\$40,000	\$700,000		Design & Construction budget combined. 'Construction' cost includes on-going management & operation costs
	\$12,060,000	\$18,620,000	\$1,111,100	\$5,733,900	\$37,525,000	\$18,967,339	\$3,341,339					

Te Tai Tokerau Worker Redeployment Package Kaipara District Council Parks – Vegetation clearance & clean ups - Progress Report

Meeting: Externally Funded Projects Committee
Date of meeting: 17 February 2021
Reporting officer: Hayden McGrath, Project Manager

Purpose/Ngā whāinga

To update Council on the Kaipara District vegetation clearance and clean-ups element of the 'Te Tai Tokerau Worker Redeployment Package'

Executive summary/Whakarāpopototanga

In March 2020 New Zealand was beginning to feel the effects of Covid19 and the anticipated downturn. Thousands of logging workers were being laid off and the threat of mass unemployment required immediate attention.

A joint application for Tai Tokerau was successful and a \$9.32m Worker Redeployment Package agreed with MBIE. The main contract with MBIE is held by WDC with back to back contracts with KDC and FNDC. KDC was assigned \$2.9m with \$1.6m of this allocated to 'Vegetation Clearance and Tidy Up' for our Parks.

The delivery of the Kaipara District Council Parks – Vegetation clearance & clean ups element of the Te Tai Tokerau Worker Redeployment Package commenced in July 2020 and will be completed in February.

The focus of the investment was on job creation and to date, the initiative has provided opportunities for over 40 people, of which 18 were previously unemployed.

Of the \$1.6m package, \$1,542,881 worth of works have been negotiated and committed, with over 95% of the direct and sub-contract works awarded to local businesses. The remaining budget providing contingency for any follow up or additional works required.

As at the end of December over \$1,320,085.00 worth of pest plant works have been completed across Taharoa Domain, Mangawhai Community, Harding, and Northern Wairoa Memorial Parks.

Nationally, MBIE have recognised the Tai Tokerau Redeployment Package as an example

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Notes the Te Tai Tokerau Worker Redeployment Package Kaipara District Council Parks – Vegetation clearance & clean ups - Progress Report

Context/Horopaki

On 16 March 2020, Cabinet approved a Worker Redeployment Package of \$100m. The Cabinet Committee for the COVID-19 Response then approved additional funding of \$36.720m to support local workforces, for the Ministry of Social Development (MSD) for training and support for redeployment activity and for a primary sector workforce package. Of this amount, \$27.270m is to be used by the Provincial Development Unit for worker redeployment. Te Tai Tokerau received \$9.32m of this package for urgent economic relief of its workforce split across NZTA, WDC, FNDC and KDC.

MBIE have identified outcomes for this funding, being:

- (a) redeploy people relatively quickly in Te Tai Tokerau;
- (b) provide alternative employment for 3-6 months for 165 workers; and
- (c) align with objectives for economic development in Te Tai Tokerau.

Social Procurement Objectives were agreed with MBIE and MSD.

- Targeting local Maori, Pasifika and women workers who have been displaced by COVID-19;
- The use of businesses owned and operated by people who reside in the Northland Region, but targeting Maori and Pasifika businesses;
- Providing skills and training to those workers who are employed through this initiative, which they will be able to take on to other work in the future;
- Ensuring that the working conditions are suitable with health and safety training;
- Being environmentally responsible so that the project will be delivered sustainably

On the 1st July Council approved entering into an agreement with WDC and MBIE to receive \$2.87m of funding to be used for local worker redeployment. The report noted that staff were working with MBIE to confirm projects that target labour intensive work that can be initiated quickly.

The proposed KDC Project Elements were

KDC Project Element	Estimated Total Cost (plus GST, if any)	Commencement
Removal of known road side hazardous trees	\$500,000	Immediate
Removal of self-seeded roadside trees	\$226,200	Immediate
Roadside litter collection and clean up	\$79,900	Immediate
Spot spraying noxious weeds	\$75,000	Immediate
Site rail improvements	\$14,000	Immediate
Vegetation clearance and clean ups – Kai Iwi Lakes & Pou Tu o Te Rangi	\$1,600,000	Immediate
New footpaths – missing links in existing urban network	\$258,600	
Accelerated unsealed network grading program	\$118,400	Immediate
Total	\$2,872,100	

This report focuses on the Vegetation Clearance and clean ups.

The photos over illustrate some of the progress made on the elements being delivered by the Kaipara Transport team.

The Matakoho Footpath has been completed as part of the package. This project was part of the KDC commitment to the Tourism Innovation Fund for the Matakoho toilet.



Before



After

Removal and Chip vegetation, Waihue Road



Jude and Karyn are Kaipara locals who are passionate about their community, seen here with Deb Harding (social procurement support) and have a personal sense of satisfaction clearing away the litter and leaving "Papatuanuku" healthier. They love working in the outdoors although are challenged with the hazards of overtaking cars, broken glass and steep drains. Within 500 metres they have filled 10 rubbish bags. The most collected rubbish items are disposable baby nappies, plastic lunch containers, alcohol bottles and cans. Some positives are that locals stop to thank and acknowledge them for their work, and they have retrieved old toys that they have recycled and given a new life!

Discussion/Ngā kōrerorero

For the Kaipara District, there are a total of eight project elements within the agreement with a total budget of \$2.87m. This report is focussed on the largest of the project elements, being the Vegetation clearance & clean ups with a budget value of \$1.6m.

The physical works aspect of the package has been focused on Kaipara District Council Parks – Vegetation clearance & clean ups – Kai Iwi Lakes & Pou Tu o Te Rangi, along with other Council park and reserve areas, with a particular focus on pest plant eradication.

Procurement

Council approved an overarching Procurement Strategy to allow an effective Covid19 response.

To meet the accelerated delivery and social procurement objectives, individual elements of work package were scoped and a direct negotiation procurement approach utilising existing locally based suppliers.

Smaller elements have been procured through direct purchase order, with larger package elements through minor works contract agreements or variation to existing contracts.

Name of business	Business type (Māori, Pasifika, local)	Length of contract (months)	Total value of contract (\$)	No. new employees (as a result of contract)
<i>Orang Otang Tree Trimmers / Kia Tupato/Coastal Tree Works</i>	<i>Local supported by Maori owned Traffic Management Company</i>	5	367,945	8
<i>Turf Tamer</i>	<i>Local</i>	5	204,900	0
<i>Te Roroa Group</i>	<i>Maori/Local Iwi owned business</i>	5	350,000	11 (2 x resigned)
<i>Andrew Younger Contracting</i>	<i>Local</i>	1	44,108	0
<i>Downer NZ / TEAM Vegetation</i>	<i>Local based (Downer) Local (TEAM Vegeation)</i>	3 (further stages to be added)	113,971	2
<i>Waterway Specialists</i>	<i>Local – Mangawhai based</i>	5	139,000	5
<i>Nga Uri o Hau Settlement Trust</i>	<i>Maori/Local Iwi owned business</i>	2+ follow up	104,007	4
<i>Babylon Coast Gardens</i>	<i>Local</i>	1	18,950	0
<i>Asset Construction Ltd/Kevin Reid Contractors</i>	<i>Local – Mangawhai based</i>	3	260,000	3 (Part-time)

Project Programme & Prioritization

At the July Council Meeting, Officers presented a table of proposed projects. Further discussions with MBIE resulted in a refinement of the programme with the following clarifications

- The investment has to relate to Vegetation Clearance
- Vegetation Clearance recognised to include replanting or other means of preventing regrowth
- Projects need to be focused on immediate job creation

The activity most affected by this was the proposed Kauri Dieback proof tracks at Kaiwaka Reserve (\$616k). Alternative funding is being sought to develop this project.

An initial programme of works was developed focussing on the high profile parks as the first priority including; Mangawhai Community Park, Po To Te Rangi - Harding Park, Taharoa Domain, Northern Wairoa Community Park.

In addition to this, other medium priority sites were added to the programme as the costs for the high profile sites were negotiated and finalised with relevant suppliers. These have included; Kaiwaka – Oneriri Road Intersection Reserve, Omana Road Reserve, and Mangarahu Rock Reserve.

Throughout the delivery phase of the package some projects, and elements within those projects have been prioritised over others to provide a more consistent work flow and subsequently better job opportunities. For example; Larger works involving machinery within the Mangawhai Community Park have been scheduled around the peak Christmas period, whilst more minor follow up labour type works have been programmed to continue through this peak period.

Physical Works Update

The physical works commenced in early July with over \$1,320,085.00 worth of physical works completed at the end of December 2020 including;

- 1) Mangawhai Community Park
 - a. Removal of gum trees between the Mangawhai Activity Zone and Golf Club completed.
 - b. Removal of Pine trees between the Mangawhai Activity Zone and the Museum completed.
 - c. Noxious plant and weed treatment works largely completed between Mangawhai Community Park and the Golf Course.
 - d. Stump grinding of gum tree stumps between Mangawhai Activity Zone and Golf Club completed.
 - e. Sand mound reclamation and pathway development through the park underway.
 - f. Preparation for revegetation underway with mulch cover over areas, along with the purchase of over 4,000 native trees for revegetation within the next planting season.
- 2) Pou Tu o Te Rangi – Harding Park,
 - a. Removal of pest plants around pond area in preparation for bike track, clearance and treatment of pest plants throughout Pa site area.
 - b. Assistance with remediation works associated with the bike track construction.
 - c. Follow up pest plant treatment completed.
- 3) Taharoa Domain – Kai iwi Lakes,
 - a. Implementation of pest plant plan largely complete, with a focus on removal and treatment of wilding pines, wattle and other pest species across a large portion of the park.
- 4) Northern Wairoa Memorial Park
 - a. Removal and treatment of pest plant species within bush reserve area completed.
- 5) Mangawhai Esplanade Reserve
 - a. Removal of large dangerous wilding pine trees from the esplanade reserve near the Hideaway Holiday Park.
- 6) Mangarahu Rock
 - a. Treatment of pest plant species largely completed.
- 7) Omana Road Memorial Reserve
 - a. Treatment of pest plant species and general reserve tidy up completed.

Redeployment Outcomes

Over the period to date the project has provides employment and work opportunities for over 42 people, of which 18 of these were previously unemployed.

The project has also provided work opportunities for over 15 individual businesses, of which over 95% are locally based.

Elements of the project have also provided opportunities for up-skilling, particularly for those previously unemployed.

Through the works undertaken at Taharoa Domain by Te Roroa Group, over 10 people received training in First Aid, Growsafe, and Chainsaw training.

The works at Mangawhai Community Park also provided opportunity for trainees to gain experience within traffic control operations.

As elements of the project have been completed the up-skilling and training has provided opportunities for many of the workers to continue into other work opportunities.

Social Procurement Objectives

The following table outlines the social procurement objectives as agreed with MBIE and the progress towards achieving the to date

State your Social Procurement Objectives (as agreed within two weeks of contracting)	Show achievements to date against each of the Social Procurement Objectives	Provide additional narrative to show how tendering, procurement, employment and/or training arrangements are helping to achieve the Social Procurement Objectives, identifying any limitations or further support needed.
Local (regional) businesses prioritised for employment (40% of direct contract and sub-contract values will be awarded to businesses owned and operated by people who reside in the region.	Of the total value of contracts awarded to date, the value portion awarded to Locally owner enterprises is over 95%.	The willingness and availability of local businesses has aided in achieving almost double the targeted value in the works contracted to date. Having packaged and spread work over mix of SME's, Larger Contractors, and Iwi Group(s) has also aided in achieving this.
Maori and Pasifika enterprises prioritised for employment (15% of the direct and subcontract values to be awarded to Maori or Pasifika enterprises.)	Of the total value of contracts awarded to date, the value portion awarded Maori owned enterprises is over 33%.	Early involvement of Te Roroa Group (TRG) and Nga Uri o Hau Settlement Trust Nurseries has provided the ability to exceed the target to date. TRG have also engaged 12 people who were previously unemployed as part of their project works, with 9 currently still engaged full time within the project works.
Targeted employment (Employment targets a. 45% Maori b. 5% Pasifika	The achievement of employment targets are as follows;	One of the risks identified early was meeting the employment targets, by spreading of work packages across SME's, Larger Contractors and Iwi Groups,

<p>c. 20% Woman d. 30% Youth (18 – 24 years) At least 50 (new) fixed term roles over the total 165 workers across the packages)</p>	<p>a. Over 70% Maori (*80% for the current month) b. 0% Pasifika c. Over 20% Woman (23% for current month) d. 34% Youth (*20% for current month) 23 x workers have been employed who were previously unemployed, 14 of these are still currently employed as part of the project.</p>	<p>along with coordination with MSD has aided in progress towards achieving the targets to date. Supplier Waterways Specialists are also working alongside Whangarei Youthspace to engage youth in employment within the project works.</p>
<p>Skills and training delivered (Provision of relevant training to ensure all workers are skilled, qualified and safe in the workplace)</p>	<p>Contract agreements with Te Roroa Group include the provision of Growsafe and Chainsaw Training as part of the project delivery. For the works involving Kia Tupato has provided the opportunity for professional development training. (STMS,TC)</p>	<p>Agreements to date have been focussed on working collaboratively to achieve outcomes. The provision of Growsafe & First Aid Training has been undertaken onsite at Kai-iwi Lakes under the agreement with Te Roroa Group. There is opportunity to extend this training to the wider groups (other contractors) involved in the Project.</p>
<p>Improved Conditions for Workers (All new workers undergo pre-employment induction H&S) Documented H&S Management Systems</p>	<p>New workers introduced have been inducted into the relevant companies systems. Particular sites have in place Site Specific Safety Plans (SSSP) and contractors have relevant H&S systems in place.</p>	<p>Agreements to date have been focussed on working collaboratively to achieve outcomes. SSSP's provided by contractors and reviewed and approved as required. Contractors involved are Sitewise Green accredited.</p>
<p>Environmental Responsibility (Protecting local ecosystems through removal of exotic pest species. Actively seeking to minimise carbon impact of project delivery. Minimising waste – reusing materials. Build resilience back into work areas through replanting etc.)</p>	<p>The works being undertaken by Orang Otang Tree Trimmers, includes mulching of tree waste for reuse as ground cover, recovering of gum stems for use as landscape edging, and also possible recovery as firewood for community groups. The works undertaken by Turf Tamer & Coastal Tree Trimmers involves a process of mechanically mulching in-situ which provides an initial ground cover prior to further treatment/revegetation, this has been carried in Kai iwi and Mangawhai Park.</p>	<p>Arrangements in place with contractors have been focussed on working collaboratively with community and other groups in order to reuse by-products where possible. Open communication channels between contractor, KDC, and other stakeholder groups have been utilised to seek opportunities for re-use of by-products and recycling where possible.</p>

Forward Works Programme

The following work is planned to be completed by the end of February;

- 1) Mangawhai Community Park;
 - i. Removal of sand-mound and reuse of material to construct shared pathway formation between the Mangawhai Activity Zone and the Mangawhai Club.
 - ii. Removal of large dangerous pine trees on the Thelma Road South side of the park.
- 2) Kaiwaka Oneriri Road Intersection
 - i. General tidy up of reserve area and follow up treatment of pest plant species.

Risks, Issues and Opportunities

The following table outlines the key risks as part of the project delivery and the mitigation measures that have been employed during the delivery

Risks / Issues/Opportunities	Magnitude / Likelihood	Mitigation
Risk - Timely delivery of works to meet required timing outcomes.	Low	Have packaged and spread work over mix of SME's, Larger Contractors, and Iwi Group(s). Have alternative work packages/elements available to provide continuity of work if delays are encountered in some works.
Risk – Meeting required employment outcomes of the PGF funding	Low	Spread of work packages across SME's, Larger Contractors and Iwi Groups, along with coordination with MSD will provide wider opportunities.
Opportunity – Introducing new local SME's as future KDC Suppliers through work package opportunities.	Medium	Communication with SME's and other groups regarding opportunities and also introduction to existing Contractors.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The remaining elements of the overall works package are largely scoped and negotiated with relevant suppliers. The remaining physical work elements are programme to be completed and the funding fully expended by the end of February 2021.

PEX resolution 17 February 2021.docx

The following recommendation is made in reliance on section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by section 7 of the Act.

On the grounds that matters will be prejudiced by the presence of members of the public during discussions on the following items, it is recommended:

Recommendation/Ngā tūtohunga

a) That the following items are considered with the public excluded:

Item	Grounds for excluding the public
Mangawhai Shared Path land acquisition	To protect the privacy of natural persons, including that of deceased natural persons (LGOIMA s7(2)(a)), to avoid prejudice to measures protecting the health or safety of members of the public(LGOIMA s7(2)(d)), to enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities (LGOIMA s7(2)(h)) and to enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations) (LGOIMA s7(2)(i))