

# Greater Wellington Regional Council

Biosecurity Department

## Services Agreement

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## 1. Parties

The parties of this agreement are:

- (a) \_\_\_\_\_ (the Contractor), which has its principal place of business at \_\_\_\_\_ and \_\_\_\_\_
- (b) GREATER WELLINGTON REGIONAL COUNCIL a body corporate under the Local Government Act 2002

## 2. Definitions

“Agreement” means this Agreement and includes the schedules and any additional documents referred to in the Agreement, including any other terms agreed to by the parties in writing.

“Contract Coordinator” means the person nominated by Greater Wellington to administer the Agreement and named in Schedule 1.

“Contractor’s Representative” means the person nominated by the Contractor and acceptable to Greater Wellington as the Contractor’s Representative from time to time in accordance with clause 3.3.

“Service Area” means the land upon which the Contractor shall undertake the operation, being those area(s) in Schedule 2.

“Services” mean the Services to be provided by the Contractor under this Agreement as specified in Schedule 2.

“Working day” means any day excluding Saturday or Sunday and public holidays as specified in the Holidays Act 2003.

## 3. Contractor responsibilities

IT IS AGREED between the parties that:

- 3.1 The Contractor shall for all purposes be an independent Contractor and will be responsible for their own liability for tax and ACC premiums.
- 3.2 The Contractor shall perform the Services, and comply with any other reasonable requests by Greater Wellington.
- 3.3 The Contractor shall at all times during the term of this Agreement appoint a competent person acceptable to Greater Wellington to be “the Contractor’s Representative”. The Contractor’s Representative must be named at the commencement of this Agreement in Schedule 1.
- 3.4 The Contractor shall not sub-contract any work, duties, or responsibilities in relation to the contract without prior approval from the Contract Coordinator.

- 3.5** The Contractor shall supply all tools, machinery and any other materials or resources necessary to supply the Services under the Agreement.
- 3.6** The Contractor shall deal with all landowners and occupiers that it comes into contact with when supplying the Services in a manner to foster a good relationship between Greater Wellington and landowners and/or occupiers.
- 3.7** Where the Service Area is on private property, permission from the landholder involved must be gained before entering the property. Evidence of this permission must be provided to Greater Wellington upon request.
- 3.8** Where the Contractor cannot obtain access to a property, the Contract Coordinator shall be advised within 24 hours of refusal of that access.

## **4. Health and Safety**

### **4.1 Management Plan**

The Contractor shall have a written Health and Safety Policy and Management Plan for the provision of services. Refer to Attachment A for guidelines. The Health and Safety Plan will address how the Contractor will comply with the Health and Safety in Employment Act 1992 (HSE) and its health and safety obligations in relation to service work contemplated under this Agreement. The Contractor will maintain the Health and Safety Plan, and ensure that it is comprehensive and takes into account any changes in the HSE Act and any regulations made under the HSE Act.

- 4.2** A copy of the Health and Safety Policy and Management Plan must be supplied immediately upon the signing of this Agreement by the Contractor.
- 4.3** The Contractor must complete a Job Safety Analysis (JSA) card before commencing any new contract and update when required by Greater Wellington.

## **5. Work related hazards**

- 5.1** When identifying hazards, refer to Attachment B which outlines some of the hazards associated with the activities of the Biosecurity department. These outdoor hazards can be considered to be relative to Contractors working on environmental pest control within the Wellington region.
- 5.2** Attachment B is a guide only although regular updates are undertaken. The list is not meant to be exhaustive. The Contractor must consider if there are other tasks which need identification as hazards. If there are, each additional task must be identified on the JSA card.

The nature of the work requires sound hazard management skills.

## **6. Approvals**

- 6.1** The Contract does not entitle the Contractor to enter any area under licence, lease or permit, nor does it confer a right of access except by way of defined legal roads or public right of ways.

## **7. Legal duties**

- 7.1** The Contractor shall comply with every statute, rule, regulation, bylaw, management plan, permit, licence, order and any direction now or hereafter for the duration of this Agreement.

- 7.2** Greater Wellington reserves the right to audit compliance with the Agreement.

## **8. Insurance**

- 8.1** The Contractor shall take out Public Liability insurance with a provider approved by Greater Wellington of not less than three million dollars (\$3,000,000.00) of which the sub-limit for fire under the Forest and Rural Fires Act 1977 will be no less than five hundred thousand dollars (\$500,000.00) (“the Policy”). The Policy must be valid for the term of the Agreement.

- 8.2** The Contractor shall pay all premiums and other monies payable in respect of the Policy as the same shall become due and payable and will produce to Greater Wellington on request receipts for the premiums paid.

- 8.3** The Policy must cover all actions, suits, proceedings, claims, costs and demands arising from injury or damage suffered by any person or to any property and arising directly or indirectly out of the provision of the Services or the fulfilling of its obligations under this Agreement.

## **9. Invoicing and payment**

- 9.1** The Contractor may invoice Greater Wellington once the performance criteria have been met as set out in Schedule 2 for each separate contract.

- 9.2** In respect of any claim for payment under this Agreement, the Contractor must provide a correctly rendered invoice to Greater Wellington. An invoice is correctly rendered if:

- a) the amount claimed in the invoice is due for payment once work has been assessed and met the required standard as set out in Schedule 2;
- b) the invoice has a correct and valid purchase order number as stated in Schedule 2 (if applicable);
- c) the amount specified in the invoice is correctly calculated in accordance with Schedule 1;
- d) the invoice is set out in a manner that enables Greater Wellington to ascertain which products and services the invoice covers and the fees payable in respect of those products and services; and

e) Payments shall be made upon receipt of all relevant documentation to the satisfaction of the Contract Coordinator and as specified in Schedule 1.

**9.3** If an invoice is found to have been rendered incorrectly after payment, any overpayment may, at Greater Wellington's option, be recoverable from the Contractor or, without having recourse to other available means, be offset against any amount subsequently due by Greater Wellington to the Contractor.

**9.4** Subject to clause 9.5, Greater Wellington will make payment to the Contractor no later than the 20<sup>th</sup> of the month following the month of receipt of the Contractor's invoice (unless other arrangements for payment have been agreed by Greater Wellington's Finance department).

**9.5** If any invoice submitted by the Contractor is disputed by Greater Wellington, Greater Wellington will notify the Contractor of the reasons for the dispute but will otherwise pay that part of the invoice that is not disputed. Any disputed amount will be resolved in accordance with clause 19.

**9.6** Greater Wellington may set off any amount due to Greater Wellington by the Contractor under this Agreement against any amount due to the Contractor by Greater Wellington under this Agreement.

## **10. Extensions and progress**

**11.1** During the term of this Agreement the Contractor will use its best efforts to keep the Contract Coordinator informed of progress at regular intervals or as requested by the Contract Coordinator.

**11.2** The Contractor agrees that where the Contractor's responsibilities and obligations under clause 3 have not been met, Greater Wellington may in extenuating circumstances give the Contractor an extension of time to complete the contract. When this has been discharged as determined under clause 3 then Greater Wellington shall pay to the Contractor the sum specified in Schedule 1.

## **11. Liquidated damages**

Greater Wellington may, without prejudice to any other method of recovery, deduct any monies payable to the Contractor as specified in Schedule 1 as liquidated damages for late completion of the Services. Such deduction shall not relieve the Contractor from any of its other liabilities or obligations under the Agreement.

## **12. Term**

This Agreement will take effect from the date it is signed and will continue in full force and effect until the Services have been completed or the Agreement is terminated under clause 13.

## **13. Termination**

**13.1** In addition and without prejudice to its other available rights and remedies, either party may terminate this Agreement forthwith or temporarily suspend the operation of this Agreement:

- a) if the other party fails to perform or comply with any material obligation under this Agreement and the breach has not been remedied within 20 working days of notice from the other party to rectify the breach; or
- b) on the commencement of liquidation or insolvency of the other party or upon the appointment of an administrator, receiver, liquidator, statutory manager or trustee of property, or upon assignment for the benefit of property, or upon an assignment for the benefit of the other party's creditors, or upon the other party being unable to pay its debts in the ordinary course of business.

**13.2** In addition and without prejudice to its other available rights and remedies, Greater Wellington may terminate this Agreement immediately on written notice or within such time period as Greater Wellington may specify in its notice to the Contractor in the event that:

- (a) there is a change of more than 50.1% in direct or indirect ownership of the Supplier, or the Supplier merges with another party without obtaining the prior consent of Greater Wellington (such consent not to be unreasonably withheld or delayed);
- (b) the Contractor ceases to have an operational presence, or reduces its operations, providing services of the kind represented by the Services in New Zealand to the extent that those Services are unable to be provided to Greater Wellington's satisfaction, acting reasonably, without having made prior alternative arrangements in writing with Greater Wellington; or
- (c) the Contractor commits any substantial act, or is in breach of any legal, ethical or commercial requirements which, in the reasonable opinion of Greater Wellington, could adversely affect the Contractor's management or the Contractor's reputation so that the Contractor becomes unable to properly perform its obligations under this Agreement.

**13.3** The Contractor is to advise Greater Wellington within five working days of any of the events described in clause 13.2 occurring.

## **14. Intellectual property, confidentiality and media enquiries**

**14.1** All intellectual property such as any reports, research material or data produced or obtained by the Contractor in the course of the Agreement shall remain the property of Greater Wellington.

**14.2** All maps supplied by Greater Wellington to the Contractor must be returned to Greater Wellington at the completion of the contract.

**14.3** On termination of this Agreement, unless retention of confidential information is required by the nature of the Agreement or by law, the Contractor must, immediately:

- a) provide to Greater Wellington all confidential information; and
- b) destroy or erase all copies, whether on paper or in any electronic information storage and retrieval system, any documents prepared by or for the Contractor or any of its subcontractors, which contain or reflect any confidential information.

**14.4** If any request is made to the Contractor whether during the term of the Agreement or at any time thereafter for official information (as defined in the Local Government Official Information and Meetings Act 1987 (LGOIMA)) the Contractor shall refer the request to Greater Wellington for response. A copy of the LGOIMA will be provided if requested.

**14.5** All matters relating to the Agreement and all information acquired or received by either party in the course of or under the Agreement shall be held confidential to Greater Wellington and shall not be divulged in any way to any other person without the prior written approval of Greater Wellington.

**14.6** All media enquiries shall be referred to the Greater Wellington Contract Coordinator.

**14.7** The Contractor shall not at any time take any steps to bring the reputation or good standing of Greater Wellington or its trademarks into disrepute.

**14.8 Disclosure**

- a) Any information held by the Contractor relating directly to the work undertaken will constitute 'official information'. Such information can be requested under the LGOIMA and may only be withheld by Greater Wellington for one or more of the reasons stated in the LGOIMA.
- b) Each of Greater Wellington and the Contractor acknowledge that the LGOIMA (and other relevant law) provides for responses to be made for requests for information within stipulated time frames. Each of Greater Wellington and the Contractor must use their reasonable endeavours to comply with those time frames and communicate and respond, each with the other, having regard to those time constraints.

**15. Governance**

**15.1** The Contractor will establish internal policies and procedures to ensure that its directors, trustees, managers and employees act consistently with best management practices and practices of corporate governance, including (but not limited to) practices as to:

- a) completion and retention of records and accounts;
- b) identifying, disclosing and preventing possible conflicts of interest;
- c) honestly, properly and ethically using the Supplier's information, assets and property
- d) complying with all applicable laws and regulations.

## **16. No partnership/agency**

Nothing in this Agreement is deemed to neither constitute the parties' partners nor, except as expressly provided in this Agreement, constitute any party the agent or legal representative of another party. No party has authority to act or assume any obligation or liability on behalf of any other party except as expressly provided in this Agreement.

## **17. Warranty**

**17.1** The Contractor warrants to Greater Wellington that it does not have any conflicts of interest in relation to the provision of the Services. Where a conflict of interest has arisen or is likely to arise in future, the Contractor must inform Greater Wellington immediately in writing of the conflict of interest and may not, without Greater Wellington's prior written consent (which will not be unreasonably withheld) act in the matter.

**17.2** The Contractor warrants to Greater Wellington that it is duly authorised to enter into and perform its obligations under this Contract.

**17.3** The Contractor warrants to Greater Wellington that it will carry out the Services and the Contractor's obligations under the Agreement and in accordance with all applicable rules and laws (statutory or otherwise).

**17.4** The Contractor warrants to Greater Wellington that the supply of the Services will not infringe any patent, design, trademark, copyright or any other intellectual property right of a third party or result in Greater Wellington being liable for the payment of any royalties or other fees.

## **18. Indemnity**

The Contractor indemnifies Greater Wellington from any claim, loss (consequential or otherwise), demand, expense, liability or cost incurred or suffered by Greater Wellington arising directly or indirectly from, or in connection with, the conduct of the Contractor, the Services or any claim by the Contractor.

## **19. Dispute resolution**

**19.1** Any party may require any dispute arising out of or in connection with this Agreement (Dispute), which has not been resolved within 14 days, to be referred to mediation. The mediator will be appointed by the parties or, where the parties cannot agree on a mediator within 14 days of a party referring a Dispute to mediation, appointed by the Chairperson of LEADR New Zealand or the Chairperson's nominee. The mediator will conduct the mediation in accordance with those guidelines agreed between the parties or, if the parties cannot agree on those guidelines within 14 days following appointment of the mediator, in accordance with the guidelines set by the mediator. The costs and expenses of the mediator will be shared by the parties equally.

**19.2** Clause 19.1 will not limit or affect the right of either party to apply to a court at any time for any interim or preliminary relief in respect of the dispute.

## **20. Assignment**

This Agreement is personal to the Contractor and can not be assigned, novated or otherwise transferred to any third party by the Contractor and any attempts by the Contractor to assign the rights, duties or obligations hereunder shall be of no effect. The Agreement will be binding on and endure for the benefit of the parties and their respective successors.

## **21. Entire Agreement**

This Agreement supersedes all prior discussions, negotiations and agreements and embodies the entire understanding and all terms agreed between the parties relating to the subject matter of this Agreement and no oral representations, warranties or promises which pre-date the execution of this Agreement by all parties shall be implied as terms of this Agreement.

## **22. Variation**

**22.1** At any time before the Agreement ends, either party may request a variation by sending the other party a request in writing. The request must:

- a) be signed by the authorised representative of the relevant party;
- b) specify in sufficient detail the proposed variation; and
- c) refer to this Agreement.

**22.2** In the Contractor's request for variation, or where the Contractor receives a request for variation from Greater Wellington, the Contractor will promptly prepare an estimate advising Greater Wellington of the changes (if any) in price and time, and any other changes required to this Agreement, which will result from complying with the variation. Any changes in price or time must, as far as reasonably practicable, be calculated in accordance with the same rates and timings used to calculate the terms of the original Services.

**22.3** No variation will be effective unless Greater Wellington accepts the Contractor's estimate and the authorised representatives of both parties sign an amendment to this Agreement.

## **23. Non waiver**

Neither waiver by Greater Wellington or failure by Greater Wellington to insist in any one or more instances on the strict performance of any of the terms of this Agreement by the Contractor shall be deemed or construed as affecting Greater Wellington's future rights in respect of that right or obligation.

## **24. Notices**

**24.1** Any notice or communication given to a party under this Agreement is only given if it is in writing and delivered, emailed, faxed or posted to that party at its address and marked for the attention of the relevant person or office holder as set out in clause 29 of this Agreement.

**24.2** If a party gives the other party three business days' notice of a change of its address, email or fax number, any notice or communication is only given by that other party if it is delivered, emailed, posted or faxed to the latest address or fax number.

**24.3** Any notice or communication is to be treated as given at the following time:

- (a) if it is delivered, when it is left at the relevant address;
- (b) if it is sent by post, two business days after it is posted;
- (c) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number;
- (d) if it is sent by email, as soon as the sender receives from the sender's email a message of an error free transmission to the correct email address.

**24.4** However, if any notice or communication is given, on a day that is not a working day or after 5pm on a working day, it is to be treated as having been given at the beginning of the next working day.

## **25. Force Majeure**

If due to *force majeure* event (including, but not limited to, acts of God, riot, strikes, lock-outs, labour disputes, fires, war or flood), accident or injury, unlawful actions of third parties or due to any other mutually acceptable reason (including unsuitable weather conditions) that the Contractor cannot carry out the requirements of the Agreement, payment shall be made on a "pro rata" basis for that part of the operation completed to the level specified in any Schedule 2. The Agreement may then be cancelled immediately at the election of Greater Wellington.

If either party is unable to meet its obligations due to an event of *force majeure* that party must immediately:

- a) notify the other in writing of the reasons for its failure to fulfil its obligations and the effect of such failure;
- b) use all reasonable endeavours to:
  - (i) overcome or avoid the event of the *force majeure*;
  - (ii) mitigate the effects or consequences of the event of the *force majeure*; and
  - (iii) perform its obligations as soon as possible.

If any failure or delay due to a *force majeure* exceeds 60 days, either party may end this Agreement on 30 days' notice to the other party.

## **26. Governing law and jurisdiction**

This Agreement will be governed by and construed in accordance with the laws of New Zealand and the parties submit to the jurisdiction of the courts of New Zealand.

## **27. Survivorship**

The relevant and applicable clauses contemplated by this Agreement shall survive the expiry of this Agreement.

## **28. Other business commitments**

- 28.1** The Contractor may enter into agreements with other persons for the provision of Services provided that it fulfils its obligations under this Agreement and such services do not conflict with the Contractors obligations under this Agreement and do not place the Contractor in a situation where a conflict of interest occurs or may occur.

## **29. Service address**

- 21.1** The address for service of Greater Wellington shall be:

Manager, Biosecurity Department  
Greater Wellington Regional Council  
PO Box 41  
Masterton 5840

- 21.2** The address for service of the Contractor shall be:

And as specified at Schedule 1

SIGNED for  
the Wellington Regional Council by:

\_\_\_\_\_  
**Signature**

Manager, Biosecurity

**Date:** \_\_\_\_\_

WITNESSED  
in the presence of:

\_\_\_\_\_  
**Signature**

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

SIGNED by  
the Contractor:

\_\_\_\_\_  
**Signature**

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

WITNESSED  
in the presence of:

\_\_\_\_\_  
**Signature**

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Contractor: Please initial each page of this Agreement and return to Greater Wellington.**

### Guidelines for a Health and Safety Policy and Management Plan

These guidelines contain the basic framework for a Contractor's Health and Safety Policy and Management Plan required under the Health and Safety in Employment Act 1992 for any contract for Greater Wellington.

#### 1. Health and Safety Policy

This is a statement from the Contractor regarding commitment and compliance to the Health and Safety in Employment Act 1992.

#### 2. Health and Safety Management Plan

Schedule 3 is required to be completed with each new contract issued.

The Contractor's Health and Safety Management Plan should contain the following:

- Hazard identification, assessment and control
  - List identified work related hazards and document new or potential hazards as they are observed or occur.
  - Assessments must be made whether or not the hazard(s) are 'significant' in terms of the Act. Hazard assessment must be written in full.
  - Control of the hazards including Safe Operating Procedures (SOP's) for all work practices must be outlined and written in full.
  - Ensure that employees, working at the site(s) are aware of potential or known hazards through warning signs, training sessions and other effective and appropriate methods and are provided with the appropriate safety equipment.
  - All contracts require a 'Site Hazard Identification and Management Plan' to be fully completed to be considered for the contract. Only staff identified under work group details that were included in the Contractor's submitted Health and Safety Plan as defined in Schedule 3 are able to be present during the contract. Approval from the Contract Coordinator must be sought before other staff are able to work onsite and proof of relevant certification must be provided to Greater Wellington.
- Accident and incident recording
  - Maintain a register of accidents/incidents and in addition to legislative reporting requirements, report all serious incidents and serious harm accidents in writing to Greater Wellington within 48 hours of an occurrence.
  - Investigate accidents and identify their cause.

- Emergency response procedures
  - Ensure that effective emergency response procedures are developed and advised to all employees and where agreed sub contractor(s) as appropriate and to Greater Wellington. This covers procedures to deal with any emergency including fire, earthquake, weather or accident.
- Visitor policy
  - Will outline restrictions and safety required for visitors entering the place of work.
- Training
  - Ensure that all employees are properly trained and licensed under the appropriate Legislative Acts and Regulations required for the use of all equipment, plant, materials, poisons and vehicles. All training will be recorded and include employees signatures, dates trained, trainer and reference to type of training.
- First Aid attendants
  - Where two or more personnel are required to work the contract, there must be a minimum of two people currently qualified in first aid present while the contract is being worked. Where a person does not hold these qualifications then they must be under direct supervision (within voice range), of a person that does. Where the contract requires one person to work the contract, that person must be qualified in first aid while the contract is being worked.
- **Housekeeping**
  - Ensure that all equipment, plant, material, poisons and vehicles are stored in an appropriate secure environment and operated in a safe manner.
  - Maintain and conduct regular verifiable inspections of the work site(s). All documentation required to be filled out and submitted at intervals during the contract or at the completion of the contract must be available on request for Greater Wellington auditing purposes.
- **Review process**
  - Greater Wellington recommends at least an annual review of Health and Safety Plan's.

## Outdoor Hazard Register

**Attachment B**  
Biosecurity Department

Haz ID No.	Hazard Name	Potential Harm or Type of Injury	Likelihood of Harm	Severity of Harm	Matrix Score	Risk Rating L M H	Significant Hazard Y/N	Eliminate Isolate Minimise	Hazard Controls Put in Place	Monitoring Frequency
<b>Machinery and fixed plant</b>										
1	Concrete mixer	Hearing / strains / burns	1	2	2	L	Yes	Minimise	Operating procedures, PPE	Ongoing
2	Halde cutter	Amputation / cuts/ electrocution	2	3	6	M	Yes	Minimise	Operating procedures, training, transformer	Ongoing
<b>Mobile plant and transport</b>										
3	ATV (quad)	Multiple injuries, death	2	4	8	H	Yes	Minimise	Operating procedures, PPE, training, maintenance	Ongoing
4	Motorcycles	Strains, sprains, bruises, fractures	4	2	8	H	Yes	Minimise	Licence interview trial, PPE, regular maintenance	Ongoing
5	Trailers	Injury, death from collisions, strains	3	2	6	M	Yes	Minimise	Ball, coupling flagging, training regular maintenance, jockey wheels	Ongoing
6	Vehicles	Injury, death from collisions	3	2	6	M	Yes	Minimise	Advanced driving training regular maintenance	Ongoing
7	Small boat use	Drowning, hypothermia	2	2	4	M	Yes	Minimise	Operating procedures, PPE, training, communications	Ongoing
8	Forklift	Crushing	2	3	6	M	Yes	Minimise	Training, licence	Ongoing
9	Cross country driving and towing	Vehicle accidents	3	3	9	H	Yes	Minimise	4X4 driver training, vehicle servicing	Ongoing
10	Trains	Collision	1	3	3	M	Yes	Minimise	OnTrack Permit to Enter, PPE	Ongoing
11	Unsecured loads (bikes, trailers, vehicles)	Crushing	2	2	4	M	Yes	Minimise	Operating procedures, training	Ongoing
12	Working with aircraft	Multiple injuries, death	2	4	8	H	Yes	Minimise	Operating procedures, PPE training	Ongoing
13	Working with helicopters	Multiple injuries, death	2	4	8	H	Yes	Minimise	Operating procedures, PPE training, overhead wire mapping	Ongoing
14	Road spikes	Impaling, punctures	3	3	9	M	Yes	Minimise	Training, communications	Ongoing

GWRC - Catchment Division

Manager Sign-off: 

Reviewed October 2011  
Next Review October 2012

## Outdoor Hazard Register

**Attachment B**  
Biosecurity Department

Haz ID No.	Hazard Name	Potential Harm or Type of Injury	Likelihood of Harm	Severity of Harm	Matrix Score	Risk Rating L M H	Significant Hazard Y/N	Eliminate Isolate Minimise	Hazard Controls Put in Place	Monitoring Frequency
<b>Powered equipment, tools and appliances</b>										
15	Bait cookers (oats and rook)	Burns, scalds	2	2	4	M	Yes	Minimise	Operating procedures, PPE	Ongoing
16	Air compressor	Eye, skin damage, air bubbles	1	3	3	M	Yes	Minimise	Training, PPE	Ongoing
17	Chainsaw / scrub bar	Cuts, lacerations, infections, amputation	2	2	4	M	Yes	Minimise	NZQA Training, PPE, Operating procedures	Ongoing
18	BioControl sucker, petrol powered drill	Strains, cuts, lacerations, burns	1	2	3	M	Yes	Minimise	PPE, training	Ongoing
19	High pressure hose, waterblaster	Skin, eye damage, hearing	2	2	4	M	Yes	Minimise	Training, PPE	Ongoing
20	4X4 winch and recovery equipment	Cuts, lacerations, eye damage	1	3	3	M	Yes	Minimise	Operating procedures, PPE	Ongoing
21	Firearms	Bullet wounds, hearing, explosions	1	3	3	M	Yes	Minimise	Firearms licence, training, PPE	Ongoing
22	Ammunition	Explosion	1	3	3	M	Yes	Minimise	Training, DG, Firearms licence, armoury, signage	Ongoing
<b>Non-powered handtools, appliances and equipment</b>										
23	Branding irons / engraver	Burns	2	2	4	M	Yes	Minimise	PPE	Ongoing
24	Hammers / staplers	Eye sight, bruising, cuts	2	2	4	M	Yes	Minimise	Training, PPE	Ongoing
25	Endless chain	Crushing, bruising	2	2	4	M	Yes	Minimise	Training, PPE	Ongoing
26	Knives / slashers / machete / loppers etc	Cuts, lacerations, infections	4	1	4	M	Yes	Minimise	Operating procedures, PPE, first aid kit, training	Ongoing
27	Traps / snares	Bruising, fractures	3	1	3	M	Yes	Minimise	Training, tools	Ongoing
28	Backpack sprayer	Strains, falls	2	2	4	M	Yes	Minimise	Operating procedures, PPE, training	Ongoing

GWRC - Catchment Division

Manager Sign-off: 

Reviewed October 2011  
Next Review October 2012

## Outdoor Hazard Register

**Attachment B**  
Biosecurity Department

Haz ID No.	Hazard Name	Potential Harm or Type of Injury	Likelihood of Harm	Severity of Harm	Matrix Score	Risk Rating L M H	Significant Hazard Y/N	Eliminate Isolate Minimise	Hazard Controls Put in Place	Monitoring Frequency
<b>Chemicals and chemical products</b>										
29	Oil	Eye skin irritation	2	1	2	L	Yes	Minimise	Training PPE	Ongoing
30	Smoking	Associated illness	2	2	4	M	Yes	Minimise	Smoking policy legislation	Ongoing
31	Chemicals	Burns, acute and chronic poisoning	2	3	6	M	Yes	Minimise	Growsafe, training, PPE, AH	Ongoing
32	Fuel	Skin, eye damage, explosions	3	2	6	M	Yes	Minimise	Training, certified containers	Ongoing
33	Fumigation	Inhalation, absorption	2	2	4	M	Yes	Minimise	Training, PPE, DG, CSL	Ongoing
34	VTA's (1080, Cyanide, phosphorus etc)	Absorption, ingestion, acute and chronic	1	4	4	M	Yes	Minimise	Operating procedures, PPE CSL 1080 monitoring, bait tracking registers	Ongoing
<b>Materials and substances</b>										
35	Batteries	Acid burn, loss of sight	2	2	4	M	Yes	Minimise	Operating procedures, PPE, ventilation, first aid training	Ongoing
36	Gas cylinders	Gas inhalation, burns, explosions	1	3	3	M	Yes	Minimise	Training, PPE, certified containers	Ongoing
<b>Environmental agencies</b>										
37	Contaminated drinking water	Illness	2	2	4	M	Yes	Minimise	Water testing, water filters provide bottled water	Ongoing
38	Environmental conditions	Slips, trips, falls, exposure, dehydration, sunburn, falling objects, lightening strike	3	3	9	H	Yes	Minimise	Footwear, PPE appropriate clothing, (sunscreen, weather forecasts, sunglasses, hat)	Ongoing
39	Working in waterbodies	Drowning, exposure	2	3	6	M	Yes	Minimise	PPE training, ability to swim, communication tools	Ongoing
40	Bush fires	Burns, smoke inhalation	4	3	12	H	Yes	Minimise	Training, communications	Ongoing

GWRC - Catchment Division

Manager Sign-off: LLA

Reviewed October 2011  
Next Review October 2012

## Outdoor Hazard Register

**Attachment B**  
Biosecurity Department

Haz ID No.	Hazard Name	Potential Harm or Type of Injury	Likelihood of Harm	Severity of Harm	Matrix Score	Risk Rating L M H	Significant Hazard Y/N	Eliminate Isolate Minimise	Hazard Controls Put in Place	Monitoring Frequency
41	Vegetation	Abrasions, splinters, cuts, poisoning, infection	4	1	4	M	Yes	Minimise	PPE, first aid training, kits	Ongoing
<b>Animal, human and biological agencies</b>										
42	Animal and carcass handling	Infection, disease	2	1	2	L	Yes	Minimise	Operating Procedures, PPE, training, field decontamination	Ongoing
43	Stock / feral animals	Goring, stomping, biting, scratching	3	2	6	M	Yes	Minimise	Training, PPE	Ongoing
44	Unruly dogs	Bites, infection	3	2	6	M	Yes	Minimise	Training, communication equipment	Ongoing
45	Threatening or dangerous clients	Physical assault, stress	3	2	6	M	Yes	Minimise	Conflict training, communication equipment	Ongoing
46	Hunters	Gunshot wounds	2	2	4	M	Yes	Minimise	Hi-viz PPE gear, landowner contact seasonal timing	Ongoing
47	Insects	Allergies to bites, stings	4	2	8	H	Yes	Minimise	Interview checklist, first aid training, antihistamines	Ongoing
48	Illegal activities	Bobby traps, physical risk, needle stick injuries	3	3	4	M	Yes	Minimise	Training, communications	Ongoing
<b>Falls, trips and slips of a person</b>										
49	Working in isolated areas	Personal injury	3	3	9	H	Yes	Minimise	Work in teams, forecast PLB, communication tools - RT, mobile, Gweenie electronic sign-out board	Ongoing
50	Working alone	Personal injury	2	3	6	M	Yes	Minimise	Buddy system, Beacon Hill protocol PLB, cell, RT, Gweenie electronic sign-out board	Ongoing
51	Fatigue	Accidents through inattention, tiredness	2	2	4	M	Yes	Minimise	Operating procedures, health monitoring	Ongoing

GWRC - Catchment Division

Manager Sign-off: \_\_\_\_\_



Reviewed October 2011  
Next Review October 2012

## Outdoor Hazard Register

**Attachment B**  
Biosecurity Department

Haz ID No.	Hazard Name	Potential Harm or Type of Injury	Likelihood of Harm	Severity of Harm	Matrix Score	Risk Rating L M H	Significant Hazard Y/N	Eliminate Isolate Minimise	Hazard Controls Put in Place	Monitoring Frequency
<b>Being hit by moving objects</b>										
52	Spotlighting	Injury, gunshots	2	2	4	M	Yes	Minimise	Operating procedures / day inspection / PPE	Ongoing
53	Highway / road works	Injury, death from car collisions	2	3	6	M	Yes	Minimise	Training transit handbook, PPE	Ongoing
54	Forestry operations	Crushing, logging truck collision	2	2	4	M	Yes	Minimise	Hi-viz forest owner contact access conditions	Ongoing
<b>Body stressing</b>										
55	Manual handling	Strains, sprains	2	3	6	M	Yes	Minimise	Awareness training	Ongoing
<b>Heat, radiation and electricity</b>										
56	Electric fences	Electric shock	4	1	4	M	Yes	Minimise	Training PPE	Ongoing
57	Underground power cables	Electric shock	2	3	6	M	Yes	Minimise	Operating procedures, utility supplier contract	Ongoing
<b>Mental stress</b>										
58	Stress	Associated illness	3	2	6	M	Yes	Minimise	Training Relationship Services	Ongoing
<b>Other</b>										
59	Storage	Spills, fire, ventilation	2	2	4	M	Yes	Minimise	Operating procedures, office audits	Ongoing
60	Structures, bridges, ropes	Slips, fractures	2	2	4	M	Yes	Minimise	Procedures, PPE, training	Ongoing

GWRC - Catchment Division

Manager Sign-off: 

Reviewed October 2011  
Next Review October 2012

## Schedule 1

### Project Schedule

**Contract Name:**

**Contract No.:**

Name of Contract Coordinator:	
Name of: Contractor <input type="checkbox"/>	
Contractor Representative: <input type="checkbox"/>	
Address:	
Greater Wellington and the Contractor agree that the following Project Schedule be entered into pursuant to the Agreement made between the parties dated _____.	
Signed by the Contractor/Contractor Representative:	Signed Manager, Biosecurity Greater Wellington:
<hr/>	<hr/>
<b>(Authorised Signatory)</b>	<b>(Authorised Signatory)</b>
Date: _____	Date: _____

**1. Term**

The date of commencement is \_\_\_\_\_. Work may commence once the contract has been signed and each page initialled. The date of completion is \_\_\_\_\_ (**refer Clause 3.2 of the Contract**).

**2. Minimum number of people**

The minimum number of people required to be present during the course of the contract is one.

**3. Public Liability Policy Insurance**

The Contractor shall forthwith take out and keep current with a reputable insurance company approved by Greater Wellington a Public Liability Policy of not less than \$3,000,000 (\$3 million) of which the sub-limit for fire under the Forest and Rural Fires Act 1977 is not less than \$500,000 against all damages, costs, loss or expenses, suits, actions and claims in consequence of any accident to persons or property arising out of the performance of the Agreement, or as a direct result of any other negligent or fraudulent error or omission on the Contractor's part in the provision of the services or the fulfilling of its obligations under the Agreement. This insurance must be valid for the term of the Agreement.

#### 4. Payment and charges

##### 4.1 Lump sum

WB File No:	02/12/01
Payment Method:	Lump Sum
<b>Contract Price:</b>	<b>(excl GST)</b>
Liquidated Damages:	per day (excl GST) (refer Clause 11 of the Contract)

##### 4.2 Hourly rate payment

WB File No:	02/12/01
Payment Method:	Hourly rate
<b>Contract Price:</b>	<b>(excl GST) per hour</b>
Liquidated Damages:	per day (excl GST) (refer Clause 11 of the Contract)

The hourly charge rate is to be inclusive of labour, vehicle and ancillary plant (quad, motorcycle, trailer etc) used by the Contractor to specifically undertake the agreed tasks. Hours are to be calculated to the nearest quarter hour. The period worked per week will be variable.

##### 4.3 Progress payment

WB File No:	02/12/01
Payment Method:	Progress payment
<b>Contract Price:</b>	<b>(excl GST)</b>
Maximum progress payment percentage 60% of the accepted Contract price (excluding GST) with the remaining 40% of the contract value for each stage being retained for a minimum period of four (4) weeks or until such time that the required control level has been fully determined, as defined in <b>Schedule 2</b> .	
Liquidated Damages:	per day (excl GST) (refer Clause 11 of the Contract)

#### 4.4 Payment for Aerial Operations

The cost per hectare includes all ferrying, logging in, DGPS and sowing expenses.

Application rate per hectare	Cost per hectare \$
kg	(excl GST)
kg	(excl GST)

#### 5. Accommodation (for aerial operations only)

If staff from the contracted aerial company are required to stay overnight for this contract, Greater Wellington will pay accommodation costs. However, Greater Wellington will not pay for the costs of meals.

#### 6. Security

The Contractor shall be responsible for the security of aircraft and equipment to be used to carry out this contract.

## Schedule 2

**Contract number:**

**Contract Coordinator:**

**Name of Contractor/Representative:**

**Contract site(s):**

The service area covered by the contract may be within the vicinity of residential properties. The Contractor's liability in regard to damage to property is covered in clauses 8 and 18 of the 'Services Agreement'. The Contractor's attention is drawn to their responsibilities in terms of possible damage to non-target plants, fittings and structures on/or in the vicinity of these properties.

**1. Designated species**

	<input type="checkbox"/>		<input type="checkbox"/>
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**2. Control method**

**3. Greater Wellington's responsibilities**

Spray diary     Weed scoring protocol     Map     Advice of entry book

**4. Performance Criteria**

**4.1** An invoice detailing all costs to carry out this work must have the purchase order number ? relevant to this contract quoted on it.

The Contractor must prepare an approved Code of Practice as required under the Health and Safety in Employment (HSE) Act 1992. This must ensure that all staff employed by the Contractor are safe while at work and that all hazards to staff and public are identified and where possible either isolated, eliminated or minimised. A copy of this document plus a copy of completed Schedule 3 must be supplied to Greater Wellington prior to the date of commencement of the contract. The Contractor will indicate which Code of Practice they are working under on the completed Schedule 3. Greater Wellington has included with the 'Services Agreement' a list of some of the possible hazards that can be encountered in this type of work. Refer to Attachment B.

All contractors, sub-contractors or staff engaged in the use of quads (ATVs) and/or motorcycles must wear a helmet (minimum standard NZS 8600:2002).

All contractors, sub-contractors or staff engaged in the use of ATVs or off-road use with four-wheel drive vehicles must be appropriately certified (NZQA standard).

All contractors, sub-contractors or staff engaged in the use of chainsaws or scrub bars must be appropriately certified (NZQA unit standards 6916 and 6917).

## **5. Site inspections**

**5.1** An inspection of the contract area may be carried out at the cost of Greater Wellington upon the Contract Coordinator receiving notification from the Contractor that the contract has been completed. If however, more than one inspection is required per service because of uncompleted work the costs of further inspections will be deducted from the payment. Further inspections will be charged at \$60.00 (excluding GST) per hour. Intermittent inspections may be made during the contract.

**5.2** Where contract standards have not been attained the Contractor must remedy the situation within 10 working days of receiving official notification from Greater Wellington to do so. Official notification shall be in the form of a letter.

**5.3** Upon notification by the Contractor to Greater Wellington that a defined operational area has been completed, then the Contractor shall forthwith cease any further control within the operational area until the completion of inspections.

**5.4** Greater Wellington shall carry out this inspection, or any subsequent inspections with the use of appropriately trained staff. Upon completion the Contractor shall be entitled to receive all data and other information used by Greater Wellington in determining inspection results.

## **6. Environmental care**

All Contractors must adhere to all requirements under the Hazardous Substances and New Organisms (HSNO) Act 1996 and regional rules as set out in Greater Wellington's Regional Air Quality Management Plan. Before you use herbicides, please read the rules on Greater Wellington's website [www.gw.govt.nz](http://www.gw.govt.nz).

## **7. Control and monitoring of personnel**

At Greater Wellington's request, the Contractor will supply to Greater Wellington the names of the personnel used by the Contractor to provide the Services.

Greater Wellington may object to and request the Contractor to remove from any area any person employed by the Contractor for the purposes of the Services who in Greater

Wellington's reasonable opinion by act or omission, endangers the safety or welfare, or compromises the security of the area.

The Contractor must immediately respond to Greater Wellington's request either by:

- removing that person; or
- providing Greater Wellington with valid reasons why that person does not or will not endanger the safety or welfare, or compromise the security of the area.

After receiving the Contractor's reasons why a person should not be removed, Greater Wellington may:

- agree with the Contractor's reasons and the person be allowed to continue to so act; or
- still require the person to be removed, in which case the Contractor will immediately remove that person.