

13 February 2025

Michael Fowler fyi-request-29697-d13902f0@requests.fyi.org.nz

Tēnā koe Michael Fowler,

I write in response to your request dated 7 January 2025, for information under the Official Information Act 1982 (the Act):

Please provide all reports, memo's and other documentation, redacted where necessary, that supported the Kainga Ora board's decision to grant a contract extension to the LEAD alliance in August 2023.

The Land Enablement and Delivery (LEAD) Alliance and Kāinga Ora have worked well together over the past six years to deliver world-class infrastructure. However, as we continue to look for cost efficiencies across our programmes of work, we concluded that the alliance delivery model no longer suits the requirements of our current and future work programme. For this reason, we informed the LEAD Alliance late last year that we are ending our contractual agreement with them.

We are exploring alternative contracting options for the delivery of our infrastructure programmes across our large-scale projects, and the current participants within the LEAD Alliance will have the opportunity to be part of the procurement process for this work.

I have considered your request under the Act, and you will find six documents that are within scope attached, with some redactions applied under section 9(2)(a) of the Act to protect the privacy of natural persons.

You have the right to seek an investigation and review by the Ombudsman of this decision. There is information about how to make a complaint at <a href="https://www.ombudsman.parliament.nz">https://www.ombudsman.parliament.nz</a> or by freephone on <a href="https://www.ombudsman.parliament.nz">0800 802 602</a>.

Please note that Kāinga Ora proactively releases some responses to official information requests where possible. Our response to your request may be published at <a href="https://kaingaora.govt.nz/publications/official-information-requests/">https://kaingaora.govt.nz/publications/official-information-requests/</a>, with your personal information removed.

Nāku iti noa, nā

Mark Fraser

**General Manager – Urban Development and Delivery** 

# Kāinga Ora - Investment and Delivery Committee

Paper no:	2.3
Meeting date:	17 October 2022
General Manager	mark.fraser@kaingaora.govt.nz General Manager, Urban Development and Delivery s 9(2)(a)
Paper author:	sarah.anderson@kaingaora.govt.nz Owner Interface Manager - Piritahi s 9(2)(a)
Business Group:	Urban Development and Delivery
Title:	PIRITAHI – CONTRACT EXTENSION



#### **Purpose**

- 1. This paper seeks Investment and Delivery Committee agreement to enter into negotiations with the Non-Owner Participants (NOPs) of the Piritahi Alliance (the Alliance) for the extension of the Alliance Civil Alliance Programme Agreement (ACAPA), which has a completion date of 6 December 2023.
- 2. While there are no direct financial implications associated with the extension of the ACAPA, we are presenting this paper to IDC as the total value of the overall programme of works associated with this contract extension should have IDC visibility.

#### Recommendations

- 3. It is recommended that the Kāinga Ora Investment and Delivery Committee:
  - a) **note** that Kāinga Ora needs to consider the extension of the ACAPA at this time to provide certainty to the Piritahi Alliance participants for its forward work programme;
  - b) **note** that three scenarios have been considered, and that an extension of the ACAPA is the recommended approach to ensure recent investment and efforts to improve performance can continue to be realised;
  - c) **note** that the recommended approach has been endorsed by Construction Programme Assurance Panel (CPAP) who we will continue to work with for advice through the contract extension process. This approach was also endorsed by the Large-Scale Project Programme Governance Board at its meeting of 16 September 2022;
  - d) **agree** to Kāinga Ora entering into negotiations with the Non-Owner Participants (NOPs) to extend the ACAPA for a further term of three years, and
  - e) **agree** to delegate execution of the contract extension to the General Manager Urban Development & Delivery, subject to the negotiations being successful.



# **Background / Context**

- 4. On 7 December 2018, the ACAPA was entered into for the purpose of forming the Piritahi Alliance to design and deliver civil infrastructure required for Kāinga Ora Large-Scale Projects (LSPs) in Auckland.
- 5. The original procurement process was undertaken by what was then HLC, prior to the establishment of Kāinga Ora. The procurement process was robust, to ensure it met and aligned with government procurement rules and expectations. The Tender Evaluation Panel included a cross section of internal employees, and also an independent external party. A probity auditor from PWC was also engaged to observe the procurement process to ensure integrity was maintained.
- 6. The ACAPA has a term of five years from date the ACAPA was executed, and its curent completion date is 6 December 2023. An extension of the ACAPA is being considered now to provide the Alliance participants with certainty of forward work within a reasonable timeframe.
- 7. In accordance with clause 18.1(b) of the ACAPA, Kāinga Ora, as the Owner Participant of the Alliance, may at its sole and absolute discretion extend the completion date of the ACAPA. The option to extend the ACAPA was a part of the Open Market RFP and was therefore visible to all tenderers during the procurement process.
- 8. The initial focus for the Alliance was 'Scale and Pace'. To date Piritahi has delivered \$600m of works and enabled over 4,000 homes. This work programme is set to increase significantly, as noted in paragraph 19.
- 9. The Alliance has delivered a significant amount of infrastructure over the past four years but has not been focused enough on the basics of project delivery, including efficient processes and systems.
- 10. As a result, programme and cost performance has not aligned with Kāinga Ora's expectations in these areas. However, it should be noted that communications and direction from Kāinga Ora has varied on these matters, creating confusion within Piritahi.
- 11. In the last 12 months, a deliberate effort to shift and align Piritahi with Kāinga Ora's expectations has occurred, accompanied by upskilling and more focused communication and direction from Kāinga Ora.
- 12. In late 2021, BRS Consulting was engaged by the Alliance to assist with providing Alliance 101 training for the Piritahi team and those within Kāinga Ora working with the Alliance, to help develop a high-performance plan and provide leadership coaching for the Alliance Management Team (AMT). In addition the following initiatives have been undertaken:



- a) Appointment of a new Chair for the Programme Alliance Board (PAB)
- b) Establishment of the Owner Interface Management Team
- c) Development of a new Alliance Charter
- d) Introduction of the KRA (Key Result Area) and& KPI (Key Performance Indicator) Framework.
- 13. These actions are expected to catalyse improved performance of the Alliance and deliver on Kāinga Ora's expectations. Some early signs of success are showing, but these improvements will take time to be fully realised. These actions and initiatives are also summarised in the attachment to this paper.
- 14. BRS was also asked to undertake a strategic review (health check) of the Alliance to guide both Kāinga Ora and the Non-Owner Participants (NOPs). The Health Check Report provided a number of recommendations. An important recommendation was that with the significant investment made into the Alliance, and the participants' willingness to improve the Alliance's performance, the NOPs should be provided with the opportunity to provide a proposal for the contract extension.
- 15. Given the recent efforts and investment, the UDD team agrees with the recommendation and is now presenting this approach to IDC to enter into negotiations with the NOPs to extend the ACAPA completion date for a further term of three years.
- 16. We note that, given the principles under which an Alliance achieves the best value, a collaborative approach will be required to develop the proposal for the contract extension. This will allow Kāinga Ora to table the areas of the contract that need addressing, and also to be a part of any solution.
- 17. There is a risk that the NOPs may not agree with the possible solutions required to extend the contract to ensure it provides value to Kāinga Ora. At present this seems unlikely and all participants have clearly expressed their desire to stay involved and improve.

#### **Discussion**

- 18. The recent LSP approvals allow us to plan more holistically which has improved our ability to brief and provide certanty of forward work.
- 19. The Programme Business Cases approved by cabinet in Mangere, Roskill and Tamaki set up UDD to deliver over 13,500 homes over the next 10 years including \$2.6b of land development and infrastructure work. We estimate that Piritahi will deliver land for over 6,000 homes and may get up to \$1bn of capital spend in the coming four years (the remaining year and proposed three-year extension).



20. To align with this forward planning, we now need to consider whether the ACAPA should be extended. The following three scenarios have been considered in the below Risks and Benefits assessment table:

	Benefits	Risk
Extend the ACAPA	Risk is shared between Kāinga Ora and the NOPs.  Provides a cost-effective procurement approach as the Alliance participants are well established.  Provides an opportunity for the Alliance participants to implement lessons learned since the Alliance was formed.  Continue the development of Tier 2 contractors in the industry  Gives time for new structures and recent investment to bed in and take effect.  Continue and build on the processes that are working well (e.g. waste minimisation, Watercare Certificates of Acceptance)	While there is an opportunity to look at rates and multipliers, there is a risk of no healthy price tension.  Current performance issues in programme and cost management have the potential to continue.  Alliance participants do not have the capability and systems that a Tier 1 contractor would provide.  The parties may not be able to adequately address the areas that Kāinga Ora raises and therefore the contract may not be extended.
Procure new Alliance	Provides the opportunity for competitive price tension.  Opportunity to utilising Tier 1 contractors with greater Alliance experience  Opportunity to establish new efficient systems.	Delay to delivery as a result of having to go to market and undertake an interim alliance phase with new partners.  Loss of motivation by existing team.  Increase in cost to establish new alliance.  Programme of work may not be attractive to Tier 1 contractors.



Return to traditional	
delivery model	

Allows a potential return to the CCCS / 3910 traditional contracting model which could be advantageous to the market and Tier 2 contractors.

Kāinga Ora will have higher control of delivery and scope outcomes.

Reduced capital expenditure through lower management / P&G costs.

Clearer "ownership" of programmes of certainty of work for our external partners.

Loss of progress made over the past three years, such as building lines of communication with Auckland Council, and CCOs

Capacity of the existing market is constrained.

Reputational damage due to the Alliance being viewed as a failure

Loss of non-financial benefits and wider potential "value" outcomes (such as growth of future Tier 1 contractors)

Potential loss of current suppliers and established relationships

Increased reliance, and therefore resource requirements, on other Kāinga Ora teams (e.g. place based teams, external communications, procurement)

Risk of failing to meet SPE targets.

# **Proposal**

21. UDD's preferred approach is to provide the opportunity to the existing Alliance Participant to extend the ACAPA as per the original RFP. This will provide time to embed recent investments from Kāinga Ora, as well as the efforts being made by the Piritahi team and the NOPs to shift the Alliance's direction to align with Kāinga Ora's expectations. This will also help to realise the wider value proposition the Alliance model should present.



- 22. If the decision is made to commence negotiations with the NOPs, the following is a summary of the areas we will address as part of the negotiations:
  - a) Review of the ACAPA (contract agreement), including various changes and tidy-ups of last three years, for example practical completion requirements
  - b) General cost management and programme performance
  - c) Financial establishment audit to re-establish Kāinga Ora expectations from NOPs in terms of systems and processes, home organisation support
  - d) Review of risk management including how risk is allocated between the Alliance and the Owner Participant.
- 23. To provide the Alliance participants with certainty within a reasonable timeframe, the following timeline will be set:

Completed	PGB and CPAP endorsement to extend ACAPA
October 2022	Agreement from IDC to enter into negotiations for ACAPA extension
November 2022	Request for Proposal released to NOPs
January 2023	Contract negotiations commence with Alliance participants
March/April 2023	Proposal received from NOPs
April 2023	Agreement on extension of ACAPA
December 2023	New contract commences

# **Risks and Mitigation**

24. Key risks associated with this paper are that the NOPs may not wish to extend the ACAPA. To mitigate this risk, Kāinga Ora will work collaboratively to develop the proposal to be considered for the extension. Further risks are detailed in the risk and benefits assessment in paragraph 20.



25. We note that although there is some risks in extending the Alliance as per the above comments, there will remain an exit clause (as per the existing ACAPA) should the Alliance's performance not meet Kāinga Ora's expectations. We also note that extending the ACAPA does not commit Kāinga Ora to using Piritahi, and an option to have a combination of models could be investigated if desired.

#### **Consultation**

- 26. Consultation has been undertaken with UDD including the Infrastructure and Civil Construction, Commerical and Governance and Large-Scale Project teams. Consultation was also undertaken as part of the Health Check Review of the Alliance which informed this paper.
- 27. Input was provided by the team that undertook the original procurement for HLC. Commercial Group procurement has been informed of the preferred approach. Advice and guidance has been sought from CPAP on the approach to the contract extension and CPAP was supportive. We will continue to work with CPAP for advice through the contract extension process.

### **Implications**

#### **Legal Implications**

28. Kāinga Ora has sought legal advice on the revision of the ACAPA and a review of employment implications.

#### **Financial Implications**

- 29. Financial Implications of the preferred option include costs associated with:
  - a) BRS Consulting advice on contract extension approach
  - b) Legal Costs contract extension agreement.

#### **People and Resource Implication**

30. Resourcing levels are not directly affected by the preferred approach. However, if the ACAPA is not extended with the exisiting participants, Kāinga Ora resources will be affected as identified in the Risks and Benefits assessment table (paragraph 20).



# **Treaty of Waitangi and Māori Outcomes Obligations**

31. The Piritahi Alliance operates under the Te Haumi Mana Whenua Engagement Framework, which establishes principles for engagement and working practices between Piritahi and Ngā Mana Whenua o Tāmaki Makaurau. The delivery of this framework focuses on four key areas: working together, regulatory processes for early and meaningful engagement, cultural capability and expertise, and Resourcing Ngā Mana Whenua o Tāmaki Makaurau through procurement and growing industry capacity.

# **Delegations**

32. As Owner Participant, Kāinga Ora UDD has sole delegation rights to extend or end the ACAPA, however we are seeking IDC agreement on this approach as the total value of the overall programme of works associated with this contract extension should have IDC visibility.

### **Next Steps**

- 33. Following agreement from IDC, the following next steps will be undertaken:
  - a) Inform the PAB of the decision
  - b) Engage BRS to assist with development of Procurement Plan
  - c) Complete review of the ACAPA
  - d) Develop plan for contract extension negotiations.



# **Attachments**

- 34. There is one attachment to this paper:
  - Piritahi Presentation to IDC

# **Signature**

M .

Mark Fraser

General Manager, Urban Development and Delivery



# Presentation to IDC Piritahi Update

Shanon Tapp
Director, Infrastructure & Civil Construction
Urban Development and Delivery





# The Piritahi Alliance was established to deliver the civil design and construction work for UDD LSPs in Auckland

- Alliancing is a risk-based commercial model, with a shared pain/gain commercial outcome for work packages. Each package of work has a target outturn cost (TOC).
- It is governed by a Programme Alliance Board (PAB), one representative from each Non-Owner Participant and three representatives from the Owner Participant, and is chaired by an Independent Chairperson. All decisions are required to be unanimous.
- Contracted through an Auckland Civils Alliance
   Programme Agreement (ACAPA) for an initial term of five years Dec 2018 2023) with the right to extend by the Owner Participant.







# Since its establishment in 2018, Piritahi had grown away from its core role by taking on too much

As the Owner Participant, it is beholden on Kāinga Ora to provide clear direction to our alliance to support it to be successful

We have invested in our own capability to make this possible, including:

- Getting back to basics with our Alliance to focus our programme of work to be Repeatable, Efficient, Inclusive
- Educating and training to allow us to be a well-informed and skilled Owner Participant
- · Working with the UDD team to establish and refine value from Piritahi
- Refreshing alliance governance and management to focus on programme, cost, and quality





# Over the last 12 months we have put considerable effort into Piritahi to reset and enable long term success

# The following activity has been completed or is nearing completion:

- Health Check (Strategic) Review completed by BRS, Australasia's preeminent alliancing training and performance consultancy. Recommendations are being adopted by the PAB to help shape PTOC04, the Programme (overhead) TOC for the year ahead.
- BRS have been an important change agent; have delivered multiple training sessions and guided process improvement and behaviour norms
- PAB approved a new, focused, KRA and KPI Framework for FY22/23: Health Safety & Environment, Timely Delivery, Collaboration, Our People and Public Value
- Owner Interface Management Team establishment and Management Plan in place
- Roll out of new Alliance Charter including industry standard Alliance Principles
- Closing out old, historical pain points (Change Requests/Variations).







Significant changes to resourcing have or are being made, starting with leadership.

Four of nine directors have changed in the last 12 months, a new Chair was appointed in January, a new management team is in place and a new Alliance GM was appointed in September.

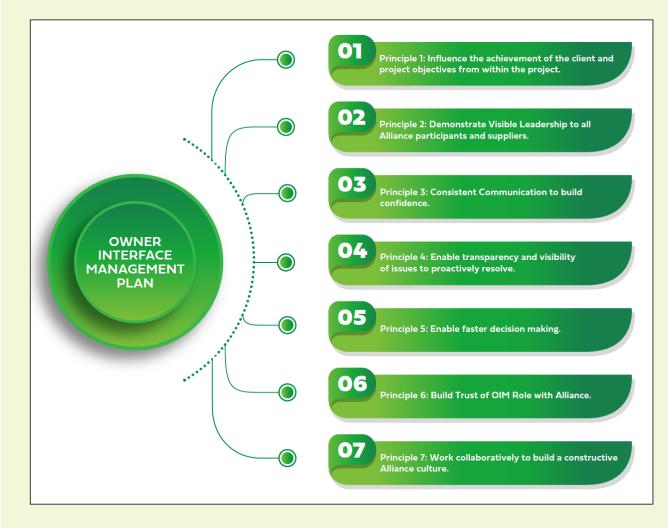
# Within UDD, we also had to change to allow our Alliances to succeed

We revisited the UDD structure and employed skilled resources to better reflect this structure and alliancing activity

- UDD has restructured two teams, UDD Commercial Team and Infrastructure & Civil Construction, to establish a structure that supports our place-based principles, but creates 'ownership' of the Alliances through Owner Interface Management (OIM) teams
- The OIM provides clear direction and support to our two civils alliances (the other being Te Aranga in Porirua).
- OIM teams allow for a more resource-efficient delivery model and allows UDD to leverage a 'programme' approach.

(Detailed OIM plan is available in Diligent Resource Centre)





"THE OIM, OR OIM TEAM, IN AN ALLIANCE IS RESPONSIBLE FOR ACHIEVING AN EFFECTIVE INTERFACE BETWEEN THE ALLIANCE AND THEIR OWNER ORGANISATION, REPRESENT THE CLIENT INTEREST ON THE ALLIANCE AS WELL AS ALSO BEING PART OF THE ALLIANCE TEAM" - BRS

### **Alliance Commercial Model**

The Alliance delivers packages of work under a Target Outturn Cost (TOC).

A TOC is a **reasonable estimate of the likely cost to deliver the project** using normal good design and construction practices, and **including appropriate contingencies** to cover inherent uncertainties, both foreseen and unforeseen.

The Financial Model comprises three 'Limbs':

#### **Limb 1 : Direct Costs**

 The recovery of people, materials, machinery costs, and project specific overheads (such as site cabins). Under the Alliance, all Limb 1 costs are paid.

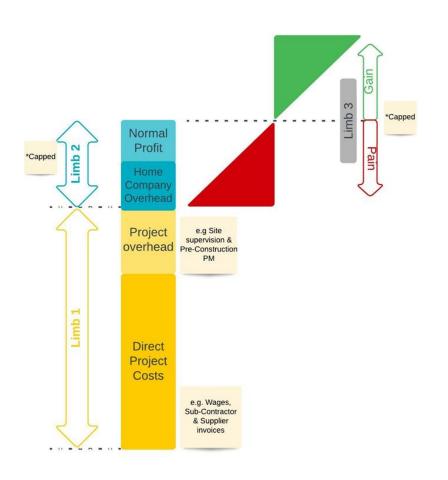
#### Limb 2: Home Company Overheads & Profit

• Covers what is sometimes called "offsite P&G", or corporate overhead such as home company offices and their normal profit. Limb 2 is at risk.

#### Limb 3: Pain / Gain

 Share of pain or gain depending on how actual outcomes compare with preagreed targets.





# The KRAs and KPIs for 2022/23 have a key focus on embedding alliance behaviours, improving our programme and cost performance and realising public value

Objective	
<b>HEALTH, SAFETY, &amp; ENVIRONMENTAL:</b> Establish a high performance safety and environmental culture that demonstrates safety and environmental leadership	
<b>TIMELY DELIVERY:</b> Deliver the programme of work ahead of schedule through individual and team commitment to the programme deliverables.	
<b>COLLABORATION:</b> Provide for a collaborative working environment with the Owner Participant, stakeholders and communities to achieve outcomes and create efficiencies while developing our people and ensuring that the alliance principles are engrained within the team.	
OUR PEOPLE: Provide for and enable strong leadership and a constructive operating culture.	
<b>PUBLIC VALUE:</b> Deliver value for money by ensuring that the right amount of work is delivered for a fair and reasonable cost.	25%





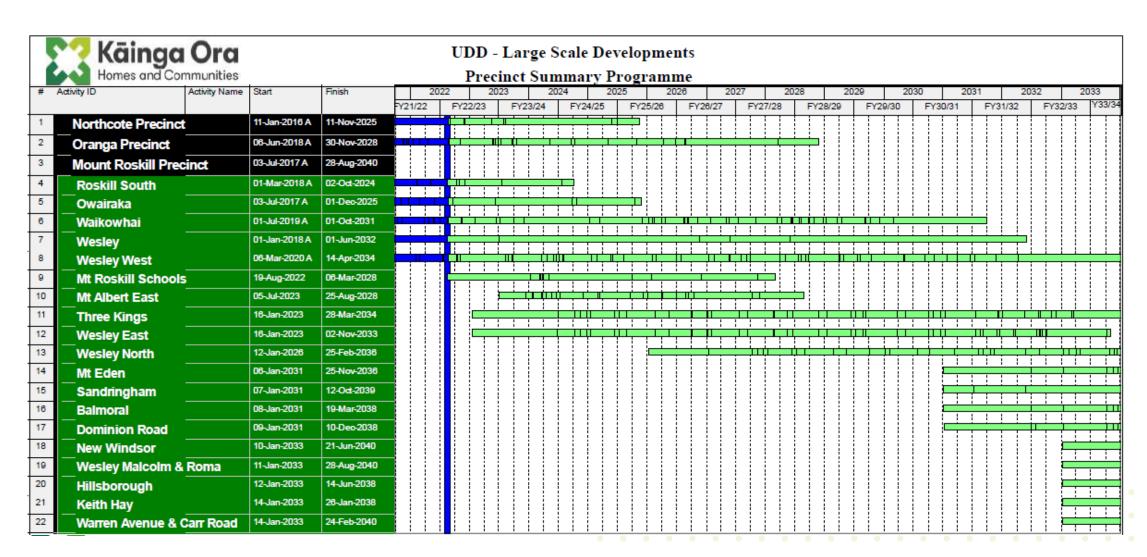
# There is still work to do, however, early signs of success is evident

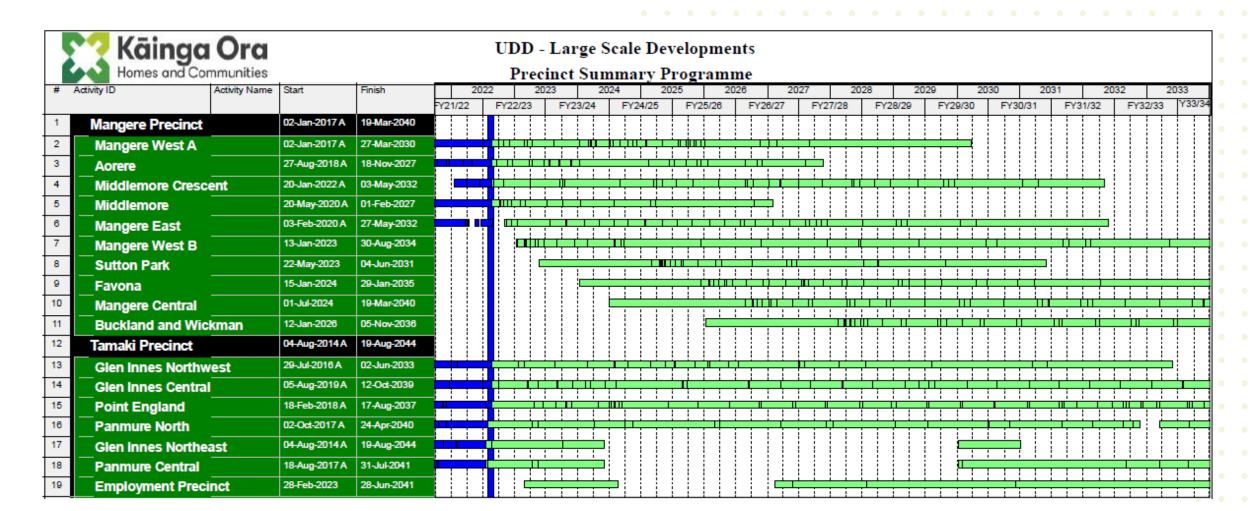
- Significant reduction in Variations / Change Requests
- Improved transparency of programme / commercial positions of TOCs
- Improved billing/invoicing process (September best performing month since Alliance started)
- Significant reduction in forecast Piritahi PTOC (Management Costs)
- KRA/KPI received with enthusiasm from all parties
- Good feedback on new "less complicated" Alliance Structure
- Reduced angst and a more engaged UDD team, with more tangible, productive feedback being received.





# We estimate that Piritahi will deliver land for over 6,000 homes and may get up to \$1bn of capital spend in the next four years







# UDD's ambition is to use the scale of our work to drive productivity and industry change

- The opportunity the LSP programme's scale presents is extraordinary
- The use of alliancing in delivery is an innovation for land development, however there's much more to do
- Ensuring Kāinga Ora and our alliances are operating efficiently sets the baseline
- We are actively working to enable productivity step-change and industry innovation as the outcome, including:
  - Council and CCO infrastructure 'Better Ways of Working' programme is underway
  - Piritahi reset as described
  - Project Velocity to assist UDD and Piritahi, starting this year.





# Thank you.

Shanon Tapp
Director Infrastructure and Civil
Construction, UDD
shanon.tapp@kaingaora.govt.nz





# Kāinga Ora Homes and Communities Board

Paper no:	6.2
Meeting date:	25 October 2022
General Manager:	Mark.Fraser@kaingaora.govt.nz  General Manager Urban Development and Delivery s 9(2)(a)
Paper author:	Shanon.Tapp@kaingaora.govt.nz  Director Infrastructure and Civil Construction  s 9(2)(a)
Business Group:	Urban Development and Delivery
Title:	PIRITAHI CONTRACT - EXTENSION



### **Purpose**

- 1. This paper seeks Board approval to enter into negotiations with the Non-Owner Participants (NOPs) of the Piritahi Alliance (the Alliance) for the extension of the Alliance Civil Alliance Programme Agreement (ACAPA), which has a completion date of 6 December 2023.
- 2. While there are no direct financial implications associated with the extension of the ACAPA, we are presenting this paper to the Board as the total value of the overall programme of works associated with this contract extension should have Board visibility.

#### Recommendations

- 3. It is recommended that the Kāinga Ora Homes and Communities Board:
  - a) **note** that Kāinga Ora needs to consider the extension of the ACAPA at this time to provide certainty to the Piritahi Alliance participants for its forward work programme;
  - b) **note** that three scenarios have been considered, and that an extension of the ACAPA is the recommended approach to ensure recent investment and efforts to improve performance can continue to be realised;
  - c) **note** that the recommended approach has been endorsed by Construction Programme Assurance Panel (CPAP) who we will continue to work with for advice through the contract extension process. This approach was also endorsed by the Large-Scale Project Programme Governance Board at its meeting of 16 September 2022 and at the **Investment and Delivery Committee at its meeting of 17 October 2022**;
  - d) approve Kāinga Ora entering into negotiations with the Non-Owner Participants (NOPs) to extend the ACAPA for a further term of three years, and
  - e) **agree** to delegate execution of the contract extension to the General Manager Urban Development and Delivery, subject to the negotiations being successful.

# **Committee Report and Discussion**

- 4. The Investment Delivery Committee (IDC) endorsed the above recommendations at their 17 October 2022 meeting.
- 5. The IDC raised the following points for discussion relating to the Piritahi Alliance, any contract extension of the Alliance and governance:



- a) Urban Development and Delivery (UDD) noted the need to ensure that commercial tension is maintained during the forthcoming contract negotiations with Non-Owner Participants (NOPs)
- b) Planning is also in train to insure the non-negotiable items are programmed early to ensure that it is not a protracted process. An early exit option will also need to be considered should non-negotiable items not be agreed. UDD commits to adhering to this direction.
- c) IDC members requested greater visibility of Piritahi and agreed that UDD should provide an annual check-in with the Kāinga Ora Board on the Alliance. UDD commits to returning to the Board in June 2023 with an update on Piritahi.
- 6. UDD confirmed that the independent review undertaken by BRS provided value and IDC members agreed that this type of review should be conducted regularly. UDD agreed, and noted that there would be benefit extending this to Te Aranga as well. UDD committed to facilitating annual independent reviews of both alliances.

### **Next Steps**

- 7. Following agreement from the Kāinga Ora Board, the following next steps will be undertaken:
  - a) Inform the Piritahi Programme Alliance Board of the decision
  - b) Finalise Contract Extension Plan
  - c) Enter into Negotiation with existing Alliance Partners

#### **Attachments**

- 8. There is one attachment to this paper:
  - IDC paper: Piritahi Contract Extension, 17 October 2022 (linked to the IDC papers for 17 October 2022 meeting).



# Kāinga Ora - Investment and Delivery Committee

Paper no:	4.1
Meeting date:	19 June 2023
General Manager:	mark.fraser@kaingaora.govt.nz  General Manager – Urban Development & Delivery s 9(2)(a)
Paper author:	Sarah.Anderson@kaingaora.govt.nz  Owner Interface Manager - Piritahi s 9(2)(a)
Business Group:	Urban Development and Delivery
Title:	PIRITAHI CONTRACT EXTENSION UPDATE



### **Purpose**

1. This paper informs the Investment & Delivery Committee of the content of the Piritahi Contract Extension presentation being presented at the June 23 meeting.

#### Recommendations

- 2. It is recommended that the Kāinga Ora Investment and Delivery Committee:
  - a) **note** the content of this paper, the work done with the Alliance, and the Contract Extension Update presentation.

#### **Discussion**

- 3. The Auckland Civils Alliance Programme Agreement (ACAPA) dated 7<sup>th</sup> December 2018 is due to expire on 06 December 2023.
- 4. In accordance with the ACAPA, Kāinga Ora as the Owner Participant of the Alliance has the authority to make the decision to extend or terminate the ACAPA.
- 5. In October 2022 IDC made the decision for Kāinga Ora to enter into negotiations with the Non-Owner Participants to extend the contract and agreed to delegate execution of the contract extension to the General Manager Urban Development & Delivery subject to the negotiations being successful.
- 6. A contract review and extension process (Piritahi Contract Extension Plan) was developed and implemented in line with the original intent of the original procurement process. The Contract Extension Plan includes the following four phases:
  - Stage 1 Mandatory Improvement Areas complete
  - Stage 2 Desired Improvement Areas complete
  - Stage 3 Management Plans in progress
  - Stage 4 Contract negotiation in progress.



- 7. The attached presentation provides the IDC with an overview of the outcome of Stages 1 & 2 of the Contract Extension Plan including the key initiatives to be implemented by the Alliance and accepted by Kāinga Ora, as well as an overview of the work required to be completed to ensure Kāinga Ora is in a position to make an informed decision to extend the ACAPA.
- 8. The key initiatives to be implemented have a large focus on programme performance, cost performance and quality to ensure efficient delivery of infrastructure and value for money.
- 9. A decision on the Contract Extension is expected prior to 01 July 2023.

# **Risks and Mitigation**

10. There is no known risk associated with the recommended approval.

#### **Consultation**

11. Consultation of the Contract Extension Plan has taken place with Kainga Ora Programme Alliance Board members, Shanon Tapp - Director Infrastructure and Civil Construction UDD, Mark Fraser - General Manager UDD, Neil Mayo - Technical Director, Commercial and Nathan Palmer - Director Commercial UDD, UDD Advisory Panel, PGB and IDC.

# **Implications**

#### **Legal Implications**

12. There are no legal implications arising from the content of the paper.

#### **Financial Implications**

13. There are no financial implications arising from the content of the paper.

#### **People and Resource Implication**

14. There is no impact on resources and capacity of the team in noting this paper.



# **Health and Safety**

15. There are no health, safety and security implications.

# **Communication and Engagement**

16. The Piritahi Programme Alliance Board and Alliance Management Team have been notified of the PGB's decision to endorse the proposed budget.

# **Treaty of Waitangi and Māori Outcomes Obligations**

17. Te Tiriti and Maori interests affected by the works undertaken by the Piritahi Alliance are addressed during the master planning and consenting phases of projects.

# **Delegations**

18. The General Manager – Urban Development and Delivery has the delegated authority to agree to the contract extension.

### **Next Steps**

- 19. The following next steps will be undertaken:
  - Finalise the draft ACAPA variation for final review by Kāinga Ora and Non-Owner Participants.
  - Complete update of the Alliance Management Plans for approval by the Programme Alliance Board.

#### **Attachment**

20. Nil



# **Signature**



Mark Fraser

**General Manager – Urban Development and Delivery** 



# Auckland Civils Alliance Programme Contract Extension Update

19 June 2023

# **Shanon Tapp**

Director Infrastructure & Civil Construction





# **Auckland Civils Alliance Programme (ACAP) Contract Extension Update**

# Background

- The Piritahi Alliance has delivered approximately \$600M of infrastructure in 13 neighbourhoods within Auckland. This has enabled the development of 87ha of land, 297 superlots and 4730 homes.
- The Auckland Civils Alliance Programme Agreement (ACAPA) dated 7<sup>th</sup> December 2018 is due to expire on 06 December 2023.
- On October 2022 the IDC made the decision for Kāinga Ora to enter into negotiations with the Non-Owner Participants and agreed to provide the General Manager – Urban Development & Delivery the delegation for signing the contract extension.
- Piritahi Contract Extension Plan was developed and approved by the Piritahi Programme Alliance Board and an Independent Tender Evaluation Team was appointed to assess the proposal submitted.
- The Contract Extension Plan was implemented in November 22 with expected completion date 30 June 2023.





Right leadership +
Right-sized team +
Right culture +
Focus & direction =
Right Outcomes

#### **Performance Overview**

- The Piritahi Alliance has made significant effort to improve its performance over the last 9 months by addressing the key concerns raised by Kāinga Ora around the size of the management team, its overall efficiency and transparency.
- There has been a significant changes made to the Alliance Management Team, changes to the way that the alliance team operates including implementation of new controls and a full remeasure of TOCs to enable the team to provide accurate forecasting.
- The Alliance proactively engages with Kāinga Ora and leaders within home companies are investing time and resources into the Alliance to improve performance.
- The result of the effort made has been that the relationship between Kāinga Ora and the Non-Owner Participants is stronger, we have seen an overall reduction in the Programme Outturn Cost for the next financial year of approximately \$4M, with further reductions expected as we implement the key initiatives and the Alliance Participants are starting to work as 'One Team'.



Significant effort has been made to improve the performance of the Alliance



#### **Contract Extension Plan**

#### Structure

- The Contract Extension Plan comprised of the following four phases:
- Stage 1: Mandatory improvement areas
  - Key personnel and organisational structure
  - Cost management and programme management
  - Health, safety and wellbeing
  - Commercial alignment
- Stage 2: Desirable improvement areas
  - Collaboration
  - Value for money and productivity
  - TOC development process
- Stage 3: Submission of Alliance Management Plans
  - o Submission of 16 Management Plans for review by the OIM and PAB Approval
- Stage 4: ACAP Agreement Variation Finalised
  - Subject to adequately meeting the criteria in stage 1 to 3





#### Process

- An independent evaluation team was appointed to undertake an assessment of Stages 1 & 2.
- Stages 1 & 2 included a number of interactive workshops attended by members of the Kāinga Ora Urban Development & Delivery team and representatives of the Non-Owner Participants within the Alliance.
- These workshops provided the Non-Owner Participants with an opportunity to get a clear understanding of Kāinga Ora's expectations and collaboratively work together to agree initiative to be implemented to improve the Alliance performance.
- Stages 1 & 2 required the Non-Owner Participants to provide both a written proposal and verbal presentation to the Evaluation Team.
- To be successful in the extension of the contract the bid offer must meet minimum requirements of all mandatory criteria (stage 1) and must achieve a weighted score of 70 % for stage 2.





## **Stage 1 – Mandatory Improvement Areas**

Kāinga Ora Homes and Communities

#### Overview

- The Mandatory Areas were identified by Kāinga Ora as key areas to address to ensure that we would see an improvement in the Alliance performance.
- The first part of Stage 1 was for the NOPs to submit a written proposal that articulated 3 strategic initiatives to drive significant improvement and proposed KPI's for each Mandatory Area being; Key personnel; cost and programme performance; Health, Safety & Wellbeing and Commercial Alignment.
- Prior to the submission of the Proposal by the NOPs, Kāinga Ora provided the Evaluation Team with a reference document that provided sufficient context to areas of concern and the outcome of the workshops.
- Following submission of the written proposal key members from the Programme Alliance Board and Alliance Management Team presented on the initiatives put forward.
- The presentation was key to getting the Evaluation Team across the line to pass the Alliance.



## **Cost and Programme Management**

## Drive significant improvement



## **Key Actions:**

#### **Cost and Programme Culture Change**

- Align leaders and personnel to cost and programme performance such that each person has a line of sight to the Key Result Areas
- Enhance capability of personnel
- Visible leadership and hands-on management

#### **Cost Certainty and Transparency**

- Improve the quality of monthly cost reviews
- Monthly cost review cycle
- Design and construction teams to undertake risk assessments
- Update TOC quantities, rates and productivities
- Implement Change Control Process

#### **Programme Certainty and Transparency**

- Improvement the quality and consistency of design and construction programmes.
- Undertake integrated programme review monthly with Kāinga Ora
- Integrate Neighbourhood programme from start to completion with Kāinga Ora commitments
- Report on earned value
- Ensure that near critical path items do not come into the critical path
- Improve identification of early warning signs of movement on critical dates

## S1 - Risk, Health, Safety & Wellbeing

## Drive significant improvement





## **Key Actions:**

#### Visible Leadership, Competency and safety systems

- Visible safety leadership
- Simplify our Health and Safety management System
- Workforce contributing to an active Health and Safety Culture
- Trained and competent staff

#### **Reducing Exposure to Critical Risks**

- Review of Health & Safety critical risks to the Alliance
- Effective site controls developed
- Critical risk training rolled out
- Critical Risk controls are present on site

#### Improve safety on-site by focusing on planning and eliminating risks

- Improve Site Safety by removing/reducing sources of change and clear the way for our construction projects to be as planned
- Planning and designing our construction projects to be safe work sites

## **S1 - Key Personnel & Commercial Alignment**

- A significant effort has been made by the Alliance to address Kāinga Ora's concerns regarding the right size of the team, and its efficiency and therefore the cost of the Programme Outturn Cost relative to the Alliance turnover.
- A new structure has been put forward that still provides the level of service, value and outputs required, however is significantly smaller and reduces the Programme Target Outturn Cost budget by approximately \$4M from last year.
- As part of Commercial Alignment a review was undertaken of the Cost and Risk Allocation to ensure that all participants were aligned.
- It has been agreed that a Risk Allocation table will replace the Variation Benchmarking table within the contract.





## **Stage 2 – Desirable Areas for Improvement**

#### Overview

- The Desirable Areas for Improvement were identified by Kāinga Ora as key areas to address to ensure that we would see an improvement in the Alliance performance.
- The first part of Stage 1 was for the Non-Owner Participants to submit a written proposal that articulated 3 strategic initiatives to drive significant improvement and proposed KPI's for each Mandatory Area being; Key personnel; cost and programme performance; Health, Safety & Wellbeing and Commercial Alignment.
- Prior to the submission of the Proposal by the Non-Owner Participants, Kāinga Ora provided the Evaluation Team with a reference document that provided sufficient context to areas of concern and the outcome of the workshops.
- Following submission of the written proposal key members from the Programme Alliance Board and Alliance Management Team presented on the initiatives put forward.





## **S2 - Collaboration**

## A single powerful initiative to drive better collaboration – High Performance Plan

Focus on
Developing the
Leadership
capability of our
AMT and ensure
roles are clear

Ensure open and transparent communication

Promote a constructive collaborative culture across the Alliance

Focus the AMT on delivering the Stage 1 & Stage 2 Contract Extension initiatives



## **Key Actions:**

#### **High Performance Plan**

- Update the High Performance Plan
- Leadership Coaching
- Communication
- Accountability for contract commitments
- HR Systems and hygiene
- Culture surveys and continuous improvement workshops

## **S2 - Value for Money and Productivity**

Counter the time, cost and productivity risks associated with this brownfield programme Alliance and provide improved value for money.



## **Key Actions:**

#### Develop a fit for purpose neighbourhood planning process

Optimise master planning and neighbourhood infrastructure planning

#### Ensure our designs are at the minimum standard and fit for purpose

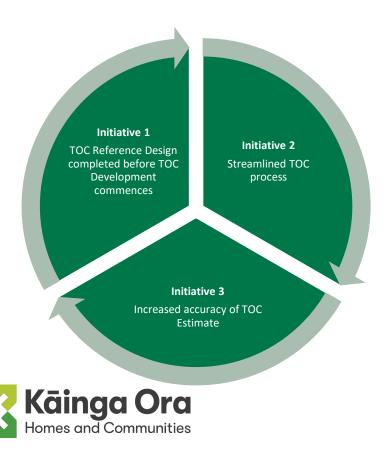
- Improve design processes
- Work together with CCOs

#### **Better Planned and controlled environment**

- Get more control by managing interfaces
- Reduce time related costs
- Focus on the 1% improvements

## **S2 - TOC Development Process**

Significantly improve the TOC development process as well as the accuracy of our TOCs



## **Key Actions:**

#### **TOC Reference Design completed before TOC Development commences**

- Invest in quality TOC reference design prior to TOC commencement
- Review and update minimum requirements

#### **Streamlined TOC process**

- PAB Policy Decisions
- TOC Risk Budget
- Simplify process

#### **Increased accuracy of TOC Estimate**

 Increased accuracy of TOC estimate through for example implementation of change control and improved schedule of quantity

## **Stage 3 – Alliance Management Plans**

- In accordance with the ACAPA, the Alliance is required to prepare and submit to the Programme Alliance Board for approval, a Programme Proposal that incorporates a number of Management Plans that detail key processes and procedures.
- As part of the contract extension process we have reviewed and confirmed which Management Plans are still relevant and any new ones that need to be developed.
- There is a staged programme of work being managed by the Alliance Programme Delivery Manager with an expectation that all management plans will be updated and completed by end of July 2023.





## **Stage 4 – ACAP Agreement Variation**

- This is the final stage of the process.
- Chapman Tripp was engaged to assist Kāinga Ora with the preparation of the ACAP Agreement Variation.
- The Agreement has been reviewed by all Non-Owner Participants and Kāinga Ora and is now in its final stages in preparation for signing.
- Key amendments to the agreement have included, updates since time has passed from when the agreement was first signed, review of variation benchmarking and risk allocation and Non-Owner Participants employment arrangements.
- The extension of the contract is recommended for 5 years. The reason for this is that 5 year period aligns with the forward work programme as it currently stands.
- It is intended to have this finalised by 30 June 2023.





## **Progress to date**

- Full re-measure of TOCs less than 70% complete has been undertaken.
- The Neighbourhood Planning Process has been developed and will be rolled out to the UDD Team in July.
- A Change Management Process has been implemented to ensure better control on cost and programme management. We are seeing less monthly movement.
- A new working group has been established to better define forward workload. This currently shows that construction work does not pick up until the end of 2025. During this period a large focus will be ensuring that we plan the neighbourhood infrastructure well.
- Content for an Alliance Playbook is under development and will be shared with the Tender Evaluation Team for feedback.





## **Conclusion**

The key objective of the UDD Team is to help our towns and cities respond to growth by improving housing supply, affordability and community wellbeing. To do this we deliver neighbourhood-scale property projects and build the infrastructure and amenity to make it possible.

The Alliance Commercial model, incentivises a high performing team. Extension of the ACAP Agreement and implementation of the proposed initiatives will provide Kāinga Ora with the opportunity to lead a step change in the civil design and construction industry of how infrastructure is delivered at scale.

If the contract is extended the Alliance will deliver the infrastructure required to enable around 6000 new homes and up to \$1b of work to be delivered for Kāinga Ora Large Scale Projects in Auckland – laying the groundwork for safe, attractive and resilient neighbourhoods.





## **Next Steps**

- Finalise draft ACAPA Variation for review by all Alliance Participants.
- Complete Alliance Management Plans for approval by PAB.
- Develop Key Result Area & Key Performance Indicator Framework for Financial Year 23/24.





## **Contract Extension Update**

Shanon Tapp
Director – Infrastructure & Civil Construction
Shanon.tapp@kaingaora.govt.nz









# AUCKLAND CIVILS ALLIANCE PROGRAMME

ACAP CONTRACT EXTENSION PLAN





## **CONTRACT EXTENSION PLAN**

#### **DOCUMENT DETAILS**

Document Name	Document No.	Revision	Status
Contract Extension Plan		0	[Alliance Doc. Status]

#### **REVIEW AND APPROVAL**

Action	Name	Position	Organisation	Date	Signature
Reviewed by	Sarah Anderson	Owner Interface Mgr	Kainga Ora		
Approved by	Mark Fraser	PAB Member	Kainga Ora		

#### **DOCUMENT HISTORY AND STATUS**

Revision	Date	Author	Position	Status
0.1	11-Oct-2022	s 9(2)(a)	Consultant	Draft
0.2	20-Oct-2022	Sarah Anderson	OIM	Draft
0.3	28-Oct-2022	Shannon Tapp	PAB	Draft
0.4	1-Nov-2022	s 9(2)	Project co-ordinator	Draft
0.5	29-Nov-2022	Sarah Anderson	OIM	Draft
0.6	1-Dec-2022	s 9(2)(a)	Consultant	Final

#### **REVISION DETAILS**

Revision	Detail Description		
0.1	22 Dec-22	Updated Workshop Dates	
0.2	24-Jan-23	Updated Stage 2 Workshop Dates	

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#### Background 1

The Piritahi Alliance was formed in 2018 to design and construction civil infrastructure required enable Kāinga Ora to increase the supply of social, affordable and market housing in Auckland. This involves the re-development of existing state housing areas in Northcote, Mount Roskill, Mangere, Oranga and Tamaki and other nominated precincts.

Kāinga Ora, as Owner Participant, has entered into an Auckland Civils Alliance Programme Agreement (ACAPA) with other Alliance Participants that have the necessary expertise, experience and resources to help Kāinga Ora successfully deliver the programme. The services involved in the delivery of the programme include planning, consenting, design, and construction.

The Alliance model has been selected to provide the necessary flexibility as the scope and definition of the work develops.

The participants to the Alliance include:

Owner Participant	Kāinga Ora
Design Non-Owner Participants	Tonkin + Taylor  Harrison Grierson
	Woods
Construction Non-Owner Participants	Hick Bros Holdings Limited
	Dempsey Wood Holdings Limited,
	Trading as a joint venture company, Korahi Alliance Limited.

The current contract is due for extension on o6 December 2023. This Contract Extension Plan (the Plan) outlines the process which will be adopted to determine the renewal.

#### Health-check findings

A health-check was undertaken of the Alliance by BRS in June 2022 to assess the performance of the Alliance. The health-check found that the Alliance has achieved its initial objectives of delivering super lots at scale and pace and there were a number of achievements that can be celebrated.

However, the health-check also found considerable dis-satisfaction with the Alliance particularly amongst Kāinga Ora staff who felt the delivery model is expensive and is not achieving value for money. The health-check identified that there is a clear desire within Kāinga Ora and the PAB to improve the fundamental project management of the Alliance with a tighter focus on program, quality and cost. Operational staff at Kāinga Ora are frustrated with the Alliance with a perception that it does not deliver value for money, with many staff expressing the desire to move towards an alternative delivery approach.

The contract is due for renewal in December 2023 and a decision will need to be made around whether to extend the contract or to look at alternative delivery models. The consensus at senior levels appears to be that the Alliance should continue beyond 2023 however improvements are required in how the Alliance delivers fundamentals around program, quality and cost.

Weighing up several factors, the recommendation of the health-check was that Kāinga Ora should look to extend the contract to give the Alliance time to realise its full potential. It was recommended that a process is undertaken kicking off late 2022 whereby the existing NOPs are given the opportunity to re-bid for a contract extension. This would provide an opportunity for Kāinga Ora and the NOPs to renegotiate aspects of the Alliance which are not meeting the Owner Participants needs or which are not delivering value for money.

#### **Contract extension process** 2

The process to determine whether a contract extension will be awarded, will be governed by this plan. As this a contract extension this process is not a competitive process and only the existing Non-Owner Participants (NOPs) will be asked to participate. However, the NOPs are not guaranteed to secure a contract extension and must meet the evaluation criteria outlined in this document.

If the NOPs fail to meet the criteria outlined in this plan they will be provided feedback and offered the opportunity to re-bid for the contract. If they still fall short of this criterion then the contract will be extended for a reasonable period to complete the works underway and Kāinga Ora will develop a procurement plan with a competitive tendering process.

An independent evaluation team will be appointed to undertake the assessment of the Alliance teams bid offer. This is to ensure that the bid offer is judged on its merits.

The contract extension process will be facilitated independently by s 9(2)(a) who will work with Alliance bid team and the Kāinga Ora team to ensure alignment of objectives and outcomes between all participants to the Alliance.

The contract extension process will involve:

- Release of this plan to the Alliance participants through the Programme Alliance Board (PAB).
- Presentation to the PAB on the contract extension process and the expectations from Kāinga Ora.
- Establishment of a bid team by the Alliance who will work with the NOPs and the Alliance Management Team (AMT) to develop up a bid offer
- Facilitation of several interactives between the Alliance Bid Team and the Kāinga Ora Owner Interface Team, client representatives and PAB members to agree focus areas, strategic initiatives and key performance indicators for the Alliance
- Commercial alignment workshops to agree revisions to the ACAPA and rates, multipliers, and mark ups
- Submission of a formal written bid offer and presentation to the evaluation team (TET) by the Alliance bid team

#### Stage 1: Mandatory improvement areas

Stage 1 of the process will involve a series of workshops which focus on the mandatory improvement areas. These include:

- Key personnel
- Cost management and programme management
- Risk, health, safety and well being
- Commercial alignment

Workshops for these areas will be conducted in December 2022 with expectation that the Alliance Bid team will present back its offer and commitments late January 2023.

An assessment will be undertaken by the Evaluation Team as to whether the Alliance has met the expectations of Kainga Ora. To be deemed acceptable the bid offer must achieve a minimum score of 7 against every criterion in the mandatory improvement areas. If the NOPs fail to meet the criteria outlined in this plan they will be provided feedback and offered the opportunity to re-bid for the contract. If they still fall short of this criterion then the contract will be extended for a reasonable period to complete the works underway and Kāinga Ora will develop a procurement plan with a competitive tendering process.

#### Stage 2: Desirable improvement areas

Stage 2 of the process will involve a series of workshops which focus on the desirable improvement areas. These include:

- Collaboration and better Alliancing
- Cost saving initiatives and productivity
- TOC development process
- Risk management and quality

Workshops for these areas will be conducted in early February with expectation that the Alliance Bid team will present back its offer and commitments at the end of March 2023.

An assessment will be undertaken by the Evaluation Team as to whether the Alliance has met the expectations of Kainga Ora. To be successful in the extension of the contract the bid offer must meet minimum requirements of all mandatory criteria and must achieve a weighted score of 70 % for the accumulation of the desirable improvement areas.

If the NOPs fail to meet the criteria outlined in this plan they will be provided feedback and offered the opportunity to re-bid for the contract. If they still fall short of this criterion then the contract will be extended for a reasonable period to complete the works underway and Kāinga Ora will develop a procurement plan with a competitive tendering process.

#### Stage 3: Submission of management plans

Stage 3 of the process will involve the Alliance submitting management plans for review and approval by Kainga Ora OIM team.

Management plans that are to be submitted for review and approval include:

- Programme Governance Plan
- Owner Interface Management Plan
- High Performance Management Plan
- Design Management Plan
- Construction Management Plan
- Risk Management Plan
- Health, Safety & Wellbeing Plan
- Quality Management Plan

- Change Management Plan
- Programme Systems Plan
- Commercial Management Plan
- Programme HR Plan
- Procurement Management Plan
- Stakeholder & Communications Management Plan
- Environmental Management Plan
- TOC Management / TOC Close Out Plan

It is expected that these plans will be progressively submitted throughout the process and are not subject to completion of stage 1 and stage 2. The Bid Alliance team is encouraged to submit plans for approval as early as possible to ensure no delays in finalising the ACAPA.

## Stage 4: Finalisation of ACAPA extension

Subject to adequately meeting the criteria in stage 1 to 3 the final stage will be finalisation of the ACAPA.

#### **Evaluation Criteria** 3

An independent evaluation team will be appointed to undertake an assessment of the bid offer. The Alliance Bid team will be required to submit a written submission as well as present to the evaluation team on their commitments for the next phase of the contract.

The evaluation team will determine if the bid offer is acceptable and meets the following criteria. If the offer fails to meet the criteria outlined below the NOPs will be provided feedback and offered the opportunity to re-bid for the contract. If the NOPs fall short of this criterion on a second submission, then the contract will be extended for a reasonable period to complete the works underway and Kāinga Ora will develop a new procurement plan with a competitive tendering process.

To be successful in the extension of the contract the bid offer must meet minimum requirements of all mandatory criteria and must achieve a weighted score of 70 % for the accumulation of the weighted criteria.

Stage 1: Mandatory improvement areas

Criteria	Weight	Requirement	Criteria
Key personnel	Acceptable (min score of 7)	The nominated AMT and other key personnel are deemed suitably capable and qualified to undertake the works. Considerations will include the  1 page CV's for key personnel Organisational chart Agreed future state organisational structure Commitment of key personnel and succession plans	The personnel nominated should reflect the calibre of people that would be offered through a competitive procurement process. i.e Piritahi should be expected to have access to the highest quality people from the NOP's given the scale of work and the requirement under Alliancing for collaboration.
Cost Management and Programme Management	Acceptable (min score of 7)	<ul> <li>The bid offer outlines how the Alliance will deliver material improvements in cost and programme management compared to current performance.</li> <li>Areas of improvement may include:</li> <li>Collaboration with Kāinga Ora senior project managers</li> <li>Transparency of programme delivery, cost performance, earned value, estimated completion dates and forecast final cost</li> <li>Reliability of completion date forecasts and forecast final costs</li> <li>Improvement in early warning around potential delays and cost overruns</li> </ul>	The Alliance Bid team will be required to submit 3 strategic initiatives which will be implemented in the next 12th months which will deliver a significant improvement in cost and programme management.  The offer must outline how this will be measured with a focus on transparency, certainty and predictability.  The strategic initiatives and KPI's will form part of the Alliance's Limb 3 in future years and therefore must be achievable and measurable.  As a guide the strategic initiatives and KPI's should give confidence to the evaluation team

Criteria Weight	Requirement	Criteria
	<ul> <li>Improved critical path management</li> <li>Line of sight for build partners and reduction in delays</li> <li>Improved defect management and handover</li> </ul>	that the Alliance will demonstrate a 20 to 30 % improvement in cost and programme management within the first 18 months of the contract extension.
Risk, health, safety and well being (min score of 7)	The bid offer outlines how the Alliance will deliver material improvements in health, safety and well-being compared to current performance. Areas of improvement may include:  Safety leadership Workplace culture Hazard assessment Safety in design Training Supervision Reporting Well-being	The Alliance Bid team will be required to submit 3 strategic initiatives which will be implemented in the next 12 <sup>th</sup> months which will deliver a significant improvement in health, safety and well-being.  The offer must outline how this will be measured and should avoid using metrics which encourage non reporting.  The strategic initiatives and KPI's will form part of the Alliance's Limb 3 in future years and therefore must be achievable and measurable.  As a guide the strategic initiatives and KPI's should give confidence to the evaluation team that the Alliance will demonstrate a 20 to 30 % improvement in health, safety and well-being within the first 18 months of the contract extension.

Criteria	Weight	Requirement	Criteria
Commercial Alignment	Acceptable (min score of 7)	<ul> <li>Alignment and agreement on commercial terms and conditions between Kāinga Ora and the NOPs including:</li> <li>Agreed changes to the ACAPA</li> <li>Revisions to Designer NOP multipliers and mark ups</li> <li>Agreement on cost allocation table outlined costs to be included in the Limb2 vs those covered through the PTOC</li> <li>Agreement on risk allocation between the Alliance and Kāinga Ora (agreed through variation benchmarking)</li> <li>Employment conditions and job security re staff beyond the Alliance</li> </ul>	Agreement between Kāinga Ora and NOPs on commercial terms and conditions.

Stage 2: Desirable improvement areas

Criteria Criteria	Weight	Requirement	Criteria
Collaboration and better Alliancing	20%	<ul> <li>The bid offer outlines how they will enable a high performing culture that delivers outstanding results. Areas for improvement may include:         <ul> <li>Foundation of efficient and effective systems, processes, and ways of working (plan, do, check, act)</li> <li>Effective Governance and oversight from the PAB</li> <li>Constructive and united leadership within the AMT</li> <li>Continuous improvement culture and growth mindset</li> <li>Empowerment of Alliance staff, including how staff will be supported as well as being held accountable</li> <li>Collaboration with Kāinga Ora, including client experience</li> </ul> </li> <li>The AMT will also be assessed during the interactive workshops on their capability and capacity to work constructively.</li> </ul>	The Alliance Bid team will be required to submit 3 strategic initiatives which will be implemented in the next 18 <sup>th</sup> months which will deliver a significant improvement in the culture and performance of the Alliance.  The offer must outline how this will be measured with a focus on continuous improvement.  At completion of each interactive meeting the Kāinga Ora representatives will score the Alliance Bid team in terms of collaboration and partner. The median score will be captured over the duration of the interactive process. 50 % of the scoring for this criteria will be based on the performance of the Alliance during interactives.
Productivity	30 %	The bid offer outlines how the Alliance will deliver material improvements in productivity compared	The Alliance Bid team will be required to identify \$15 M in cashable savings without a reduction in

Criteria	Weight	Requirement	Criteria
		to current performance. Areas of improvement may include:  Clear agreement on self-performance vs subcontractors	level of service or quality. These may include savings relating to:  Programme overheads (PTOC) Individual project TOC's
		<ul> <li>Corporate services provided through NOPs and through the PTOC</li> <li>Construction productivity rates</li> <li>Design productivity rates</li> <li>IT systems</li> </ul>	<ul> <li>Design fees</li> <li>Roles to be transferred to Kāinga Ora</li> <li>These savings must be achieved through smart decision making and lean approach with no reduction to level of service or quality.</li> </ul>
TOC development process	20 %	The bid offer outlines how the Alliance will deliver material improvements in the TOC and design development process compared to current performance. Areas of improvement may include:	The Alliance Bid team will be required to submit 3 strategic initiatives which will be implemented in the next 18 <sup>th</sup> months which will deliver a significant improvement in the TOC and design development process.
		<ul> <li>Designing to budget (affordability)</li> <li>Estimating and design interface</li> <li>Design and construction interface</li> <li>Scope and change management</li> <li>TOC accuracy (3%+/-)</li> <li>Agreeing TOC at 30 % design</li> <li>Completion of TOCs within 12 weeks</li> <li>Value engineering</li> </ul>	The offer must outline how this will be measured with a focus on transparency, certainty and predictability.  The strategic initiatives and KPI's will form part of the Alliance's Limb 3 in future years and therefore must be achievable and measurable.

Criteria	Weight	Requirement	Criteria
Risk management and quality	30 %	The bid offer outlines how the Alliance will deliver material improvements in the quality compared to current performance. Areas of improvement may include:  Reduced re-work Dig once approach working with council entities and utilities Build partner handover Stakeholder engagement and communications Design, including the interfaces with estimating and construction Partnering with Kāinga Ora and asset owners. Risk and opportunity management	The Alliance Bid team will be required to submit 5 strategic initiatives which will be implemented in the next 18 <sup>th</sup> months which will deliver a significant improvement in the quality of outcomes delivered by the Alliance.  The offer must outline how this will be measured and this will form part of the Alliance's Limb 3 in future years and therefore must be achievable and measurable.

Stage 3: Programme Management Plans

Criteria	Weight	Requirement	Criteria
Programme Management Plan	Acceptable / not acceptable	The Alliance team develop a revised Programme Management Plan including updated policies and management plans for the Alliance covering:  Programme Governance Plan  Owner Interface Management Plan  High Performance Management Plan  Design Management Plan  Construction Management Plan  Risk Management Plan  Health, Safety & Wellbeing Plan  Quality Management Plan  Change Management Plan  Programme Systems Plan  Commercial Management Plan  Programme HR Plan  Procurement Management Plan  Stakeholder & Communications Management Plan	All management plans approved by the Owner Interface Manager.
		<ul> <li>Environmental Management Plan</li> <li>TOC Management / TOC Close Out Plan</li> </ul>	
		Each management plan must not exceed 30 pages	

## Scoring methodology

The technique to review the criteria will be an analysis of the qualitative aspects of each offer using a matrix, discussions and then scoring the proposal against the nominated weighted evaluation criteria. Scoring will occur in the range o to 10 are to be allocated for each criterion. Only whole numbers to be used in scoring.

Points	Description	Full Description	
10	Superior	Highly convincing and credible. Offer demonstrates superior capability, capacity and experience relevant to the requirements. Comprehensively documented with all claims fully substantiated. Insignificant risk.	
9	Outstanding	Highly convincing and credible. Offer demonstrates outstanding capability, capacity and experience relevant to the requirements. Documentation provides complete details. All claims adequately demonstrated and substantiated. Very low risk.	
8	Excellent	Offer complies, is convincing and credible. Offer demonstrates excellent capability, capacity and experience relevant to the requirements. Some minor lack of substantiation, but the proponent's overall claims are supported. Low risk	
7	Very good	Offer complies, is convincing and credible. Offer demonstrates very good capability, capacity and experience, relevant to the requirements. Minor uncertainties and shortcomings in the proponent's claims or documentation. Low risk.	
6	Good	Offer complies and is credible but not completely convincing. Offer demonstrates adequate capability, capacity and experience, relevant to the requirements. Proponent's claims have some gaps. Medium risk.	
5	Marginal	Minimal achievement of the requirements specified in the offer for that criterion. Some errors, risks, weaknesses or omissions, which may be possible to correct/overcome and make acceptable. Medium risk.	
4	Limited	Barely convincing. Offer has shortcomings and deficiencies in demonstrating the proponent's capability, capacity and experience relevant to, or understanding of, the requirements. High risk.	
1-3	Poor	Unconvincing. No achievement of the requirements for that criterion. Existence of numerous errors, risks, weaknesses or omissions, which are difficult to correct/overcome and make acceptable. High risk.	

Points	Description	Full Description
0	Unacceptable	Totally deficient and non-compliant for that criterion. Very high risk.

#### **Interactives**

During the contract extension process workshops will be facilitated by BRS. The workshops will be an opportunity for the Alliance Bid team to ask questions and further understand Kāinga Ora's expectations.

The Alliance Bid team will be encouraged to maximise the interactive workshops. Rules of the interactive workshops include:

- All interactive workshops will start at 9 am and finish by 13.00 pm
- A maximum of 10 personnel may be in attendance at any one time to represent the Alliance Bid team at the interactive workshop
- If through the interactive a correction to the this plan is identified, then an addendum will be provided
- Information provided during the interactive workshops will be without prejudice
- Any information provided by the either party during the interactive workshops will be noncontractual, unless subsequently confirmed in writing
- Workshops will not be formally documented but agreed actions will be recorded. The Alliance Bid team will be responsible for distributing agreed actions post the interactive workshop
- Audio/video recordings of interactive workshops will not be permitted
- No written representations will be provided by Kāinga Ora during the interactive process.

#### Collaborative approach

The interactives will a collaborative process with representatives from the Alliance and representatives from Kāinga Ora. These will be facilitated by the BRS and will be run like it is a competitive bid scenario.

Several interactives will be facilitated focusing on key topics outlined in 5.2 below.

For the non-price interactives, the agenda will follow an appreciative enquiry approach as follows:

- What's working well within the Alliance today?
- What does good look like for the Alliance in 12 to 18th months' time?
- How will we measure performance and what targets are we prepared to commit to?
- What are the biggest levers for change to deliver improved performance?
- Specific strategies and actions we will put in place

Price and commercial alignment workshops will have bespoke agenda's.

The Alliance will be permitted to bring up to 10 attendees. Kāinga Ora will have up to 10 representatives including the facilitator, owner interface manager, executive sponsor and relevant subject matter experts.

At the end of each interactive Kāinga Ora will score the Alliance in terms of the level of collaboration and co-development experienced through the interactives and this will form part of the assessment.

#### **Evaluation Team** 6

Name	Role	Responsibility
Evaluation Team Members		
s 9(2)	Evaluation team member	Evaluate the submission and provide input on the mandatory, weighted and risk assessment criterion.
s 9(2)(a)	Evaluation team member	Evaluate the submission and provide input on the mandatory, weighted and risk assessment criterion.
James D'Anvers	Evaluation team member	Evaluate the submission and provide input on the mandatory, weighted and risk assessment criterion.
Mark Fraser	Evaluation team member	Evaluate the submission and provide input on the mandatory, weighted and risk assessment criterion.
Non evaluation team mem	bers	
Shannon Tapp	Executive sponsor	Provide executive sponsorship and leadership throughout the process.
Sarah Anderson	Project lead	Co-ordinate the process and ensure business requirements are being met as well as ensure probity issues are being managed.
Nathan Palmer	Commercial Lead	Facilitate commercial discussions and finalise the ACAPA and pricing schedules.
s 9(2)	Project Co- Ordinator	Co-ordinate the process and preparation of draft documents
s 9(2)(a) (BRS)	Commercial advisor	Facilitate workshops and provide specialist advice on commercial matters as required by the evaluation team.

## 7 Timetable

		Responsible	
Kick off			
November 2022	Contract Extension plan presented at PAB meeting for decision.	Sarah Anderson/ s 9(2)(a)	
November 2022	Release of Contract Extension plan	Sarah Anderson/ s 9(2)(a)	
December 2022	Briefing to Evaluation Panel	Shanon Tapp	
Management Plans		1	
Ongoing	Submit Management Plans for review	Alliance Bid Team	
Ongoing	Review and approve management plans	Sarah Anderson	
Interactive workshops for stage 1 submission			
6 December 2022	Key Personnel Workshop	Alliance	
12 December 2022	Cost and Program Workshop	Alliance	
13 December 2022	Commercial Alignment	Shannon Tapp	
17 January 2023	Commercial Alignment	Shannon Tapp	
18 January 2023	Risk, Health, Safety and Well Being Workshop	Alliance	
Stage 2 Submission			
3 February 2023	Stage 1 submission due	Alliance	
7 February 2023	Review stage 1 submission	Evaluation Team	
8 February 2023	Presentation of stage 1 submission	Alliance	
10 February 2023	Feedback on stage 1 submission	Evaluation Team	
Interactive workshops for stage 2 submission			
13 February 2023	Collaboration and better Alliancing workshop	Alliance	

Date	Item	Responsible
14 February 2023	Productivity workshop Alliance	
15 February 2023	Risk Management workshop	Alliance
24 February 2023	TOC development workshop	Alliance
2 March 2023	Commercial Alignment Workshop	Alliance
Stage 2 Submission		
13 March 2023	Stage 2 submission due	Alliance
14 March 2023	Review stage 2 submission	Evaluation Team
16 March 2023	Presentation on stage 1 and 2 submission	Alliance
Evaluation and contra	act award	
16/17 March 2023	Evaluation of stage 1 and 2 submission	Evaluation Team
April 2023	Go / no-go re stage 2	s 9(2)(a) / Mark Fraser
May 2023	Final agreement on contract extension and ACAPA	Mark Fraser

#### 8 Returnable Schedules

The Alliance is to provide a proposal which responds to the schedules outlined in the table below.

The Alliance submission must:

- respond to all information requested
- ensure any commitments or assertions made are credible
- use language which is factual and can be substantiated
- diagrams are relevant to the submission and not theoretical
- supply information related only to that requested
- not exceed the nominated page limits in the schedules
- not include hyperlinks to external sources
- be legible with headings clearly identifiable and no less than Arial size 10 font with legible spacing
- label all pages' page numbers, and the schedule number in the header or footer
- provide bookmarks for each section and subsection
- only include photographs of relevant work
- contain no promotional material or marketing material.

Any information provided that does not comply with the above may be excluded from being considered in the evaluation. Any information exceeding page limits will not be assessed.

Any appendices provided will only be examined if it is necessary to validate the information provided in the main body of the Submission.

Any additional information which is included in the appendices but is not included in the main body of the proposal will not necessarily be considered in the evaluation.

It is important that the Alliance comply with the information and instructions provided.

The Alliance must ensure that their submission reflects the structure set out in this Section.

Ref	Schedule name	Assessment type
1	Cover letter	N/A
2	Submission details	N/A
3	Methodology: Summary of Innovation: risks, opportunities and KRAs	N/A
4	Methodology: Cost and Program Management	Acceptable (min score of 7)
5	Methodology: Risk, health, safety and well being	Acceptable (min score of 7)
6	Methodology: Collaboration and better Alliancing	20 %
7	Methodology: Productivity	30 %
8	Methodology: TOC development process	20 %
9	Methodology: Risk management and quality	30 %
10	Relevant skills	Acceptable (min score of 7)
11	Compliance and agreement with ACAPA	Acceptable
12	Risk Allocation Table	Acceptable
13	Cost Allocation Table	Acceptable
14	Multipliers and Mark Ups	Acceptable

# Schedule 1 – Cover letter

Stage	Included in stage 1 and stage 2 submission
Page limit:	Two A4 pages
Weighting:	Summary across all criteria

Provide a two-page cover letter introducing and summarising the submission.

# Schedule 2 – Submission Details

Stage	Included in stage 1 and stage 2 submission
Page limit:	N/A
Weighting:	Acceptable
Submit the information req	uested below.
Name:	
Business name:	
Address:	
ACN:	ABN:
Contact name:	
Contact address:	
Contact email address:	
Telephone:	
Name of an authorised representative:	
Title:	
Signature:	Date:
Name of witness:	
Title:	
Signature:	Date:

#### Schedule 3 – Summary of risks, opportunities and KRAs 11

Stage	Included in stage 2 submission only
Page limit:	Six A4 pages
Weighting:	Summary across all criteria

Provide overview of the key risks, opportunities and KRA's identified by the Alliance in relation to ACAP. These risks, opportunities and KRA's should be through the lense of the Kāinga Ora and the wider community.

## Risks and opportunities (three pages)

- Identification of key risks and opportunities.
- Mitigations in relation to these risks and opportunities.
- Innovations and smarter methods which can enable outstanding outcomes for the Alliance.

## Key result areas (three pages)

- Identification of two key performance indicators for each Key Result Area.
- Innovations and strategic initiatives to deliver outstanding performance against the KRA's.

## Proposed KRA's for this procurement include:

KRA	Outcomes sought
Cost Management and Programme Management	<ul> <li>Collaboration with Kāinga Ora senior project managers</li> <li>Transparency of programme delivery, cost performance, earned value, estimated completion dates and forecast final cost</li> <li>Reliability of completion date forecasts and forecast final costs</li> <li>Improvement in early warning around potential delays and cost overruns</li> <li>Improved critical path management</li> <li>Line of sight for build partners and reduction in delays</li> <li>Improved defect management and handover</li> </ul>
Risk, health, safety and well being	<ul> <li>Safety leadership</li> <li>Workplace culture</li> <li>Hazard assessment</li> <li>Safety in design</li> <li>Training</li> </ul>

# KRA Outcomes sought Supervision Reporting

## Collaboration and better Alliancing

- Foundation of efficient and effective systems, processes, and ways of working (plan, do, check, act)
- Effective Governance and oversight from the PAB
- Constructive and united leadership within the AMT
- Continuous improvement culture and growth mindset Empowerment of Alliance staff, including how staff will be supported as well as being held accountable
- Collaboration with Kāinga Ora, including client experience

## **Productivity**

- Clear agreement on self-performance vs sub-contractors
- Corporate services provided through NOPs and through the PTOC
- Construction productivity rates
- Design productivity rates
- IT systems

Well-being

# **TOC** development process

- Estimating and design interface
- Design and construction interface
- Scope and change management
- TOC accuracy (3%+/-)
- Agreeing TOC at 30 % design
- Completion of TOCs within 12 weeks
- Value engineering

# Risk management and quality

- Reduced re-work
- Dig once approach working with council entities and utilities
- Build partner handover
- Stakeholder engagement and communications
- Design, including the interfaces with estimating and construction
- Partnering with Kāinga Ora and asset owners.
- Risk and opportunity management

### Schedule 4 – Cost and Program Management 12

Stage	Included in stage 1 and stage 2 submission
Page limit:	Three A4 pages
Weighting:	Acceptable (min score of 7)

### Schedule 5 – Risk, health, safety and well being 13

Stage	Included in stage 1 and stage 2 submission
Page limit:	Three A4 pages
Weighting:	Acceptable (min score of 7)

#### Schedule 6 – Collaboration and better Alliancing 14

Stage	Included in stage 2 submission only
Page limit:	Three A4 pages
Weighting:	20 %

Provide an overview of the proposed methodology. The methodology should demonstrate how the Alliance will mitigate key risks and opportunities identified in schedule 3 as well as deliver outstanding outcomes against the KRA's.

Note: 50 % of this scoring will be based on how the AMT and Alliance staff demonstrate their capability and capacity to collaborate during the interactive workshops.

### Schedule 7 – Productivity 15

Stage	Included in stage 2 submission only
Page limit:	Three A4 pages
Weighting:	30 %

# 16 Schedule 8 – TOC Development process

Stage	Included in stage 2 submission only
Page limit:	Three A4 pages
Weighting:	20 %

Schedule 9 – Risk Management and Quality

Stage	Included in stage 2 submission only
Page limit:	Three A4 pages
Weighting:	30 %

#### Schedule 10 - Relevant skills 18

Stage	Included in stage 1 and stage 2 submission			
Page limit:	One A <sub>3</sub> Page for Organisational Structure			
	Two Pages for each CV			
Weighting:	Acceptable (min score of 7)			

Provide an A<sub>3</sub> organisational chart for the consortia covering:

- PAB and AMT representatives
- Key personnel
- Kainga Ora roles within the Alliance
- Key interfaces with Kainga Ora and other parties

Provide two-page CV for each of the following key personnel on the project. Maximum of 10 CV's not including PAB representatives. Each CV should provide:

- A brief statement from the individual around what they see as the key risks and opportunities, and how they will personally contribute to the Alliance success
- Summary of the individual's career
- Relevant projects they have worked on which are similar in nature, scale and size to this project
- Summary of positions held throughout their career
- Relevant qualifications
- Capacity and availability with regards to the Alliance.
- Proposed succession plan and alternative representative.

19 Schedule 11- Compliance and agreement with ACAPA

Stage	Included in stage 1 and stage 2 submission		
Page limit:	N/A		
Weighting:	Acceptable		

Outline any non-conformances with the terms and conditions in the ACAPA.

ACAPA Ref	Proposed change	Risk/ commercial implication

#### Schedule 12 - Risk Allocation Table 20

Stage	Included in stage 1 and stage 2 submission		
Page limit:	N/A		
Weighting:	Acceptable		

Please update the following table with proposed risk allocation. Please identify the relevant risk and then place an "X" in column as to who will be commercially liable for this risk. Any expense not explicitly identified will be assumed to be a Alliance risk so it is important this is completed thoroughly.

#	NOPS	Alliance	ко

### Schedule 13 – Cost Allocation Table 21

Stage	Included in stage 1 and stage 2 submission	
Page limit:	N/A	
Weighting:	Acceptable	

Please update the following table with proposed cost allocation. Please identify the relevant expense (i.e., operator labour) and then place an "X" in column as to how this expense will be accounted for. Any expense not explicitly identified will be assumed to be a NOP / Limb 2 cost, so it is important this is completed thoroughly.

#	Expense item	Direct cost – TOC	Direct Cost - PTOC	Limb 2	NOPS

# Schedule 14 – Multipliers and mark ups

Stage	Included in stage 1 and stage 2 submission	
Page limit:	N/A	
Weighting:	Acceptable	

Please update the following table with proposed multipliers and mark ups. This should be completed for all personnel on the Alliance including both DNOP and CNOP personnel. Any qualifiers or assumptions should be documented below the table.

Role	Employer	Employment Type	Est Hours per week	Base Rate	Salary On Cost	Corporate Overhead	Margin	Hourly Rate

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Employment type: full time, part time, casual, sub-consultant, sub-contractor

Base rate: pre-tax gross salary per hour

Salary on cost: allowance for superannuation, payroll related taxes, and other employment related expenses

Corporate overhead: allowance for companywide costs such as rent, insurances, management salaries and marketing

Hourly rate: rate to be charged to the Alliance

Qualifiers and assumptions:		

Schedule 15 - Appendices 23

Stage	Included in stage 2 submission	
Page limit:	N/A	
Weighting:	Acceptable	

Attach copies of the following documents in the appendices of the offer/

- Programme management plans
- Key policies
- IT Strategy

#### **Probity considerations** 24

In conducting the evaluation of the offers, the evaluation team will consistently apply the evaluation decision rules, processes and methodologies outlined in this plan.

This Evaluation Plan is to be followed by all those involved in the evaluation process. All members of the Evaluation Team must be briefed on the plan prior to commencement of the evaluation.

All individuals involved in the evaluation of offers are required to declare any actual or apparent conflicts between their public duty and the private interests with regard to themselves, their immediate families, or commercial interests that they may have or expect.

All individuals involved in the evaluation of offers will be required to sign confidentiality agreements.