

Greater Wellington Regional Council

Security System supply, maintenance

and Associated Services

Contract No.

Between Greater Wellington Regional Council

And

Red Wolf Security Limited

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Parties

The Greater Wellington Regional Council, being the Wellington Regional Council, a regional council in accordance with the Local Government Act 2002 (**Client**)

Red Wolf Security Limited (Contractor)

Background

- A The Client currently has various systems in place for security at railway station and bus hub sites. These include camera surveillance, public address and intercom, access controls and alarm systems.
- B The Client has selected the Contractor to provide maintenance and support services to these systems and carry out upgrades and replacements as necessary. The Client also wishes to establish a statement of work process for the Client and the Contractor to contract for the Contractor's supply of additional deliverables and services from time to time.
- C The parties wish to record the terms and conditions under which the Contractor will provide the Works.

Operative Provisions

1 Definitions

1.1 In this Contract, unless the context otherwise requires:

Access Control System means the current Gallagher electronic control system for outer stations including controllers and mag locks, keypad terminals, master PC (Rail Monitoring Centre - Wellington Station), software and licensing, and key fobs.

Bus Hubs means the Client's key transfer bus stops that connect buses routes from the outer suburbs of Wellington with high capacity, frequency bus routes as listed in Schedule 3.

Camera Footage means the footage from the Camera Surveillance System, on any screen and in any storage format.

Camera Surveillance System means the camera surveillance system comprised of the following:

- (a) the camera surveillance hardware (including cameras), software and other components configured as specified in Schedule 2 (Security System).
- (b) all interfaces between the different electronic systems, plus the interfaces with the monitoring facility for alarms and camera surveillance.
- (c) the storage arrays (DIVAR's) within the Revera data centre associated network infrastructure cabling within, and between, the shelters comprising uninterruptable power supplies, cameras, and the like,

as added to, modified, or updated by the agreement of the parties in writing from time to time, including under any Statement of Work.

Camera Surveillance Monitoring Room means the area in which the Contractor monitors any output from the Camera Surveillance System at the Contractor's current premises.

Charges mean the payments and charges set out in Schedule 6 and in any Statement of Work.

Client's Contract Manager means the Client's contract manager appointed under clause 19.4 (Client's Contract Manager);

Client's Representative means the Client's representative appointed under clause 19.1 (Client's Representative);

Commencement Date means the commencement date set out in Schedule 1 (Contract Details);

Confidential Information of a party means any information relating to that party's business and employees which comes into the possession of the other party as a result of this Contract or the performance of this Contract but excludes information which is:

- (a) generally available to the public (but not because the other party has disclosed it or allowed it to be disclosed);
- (b) held by the other party prior to the execution of this Contract or provided by or received from a third party independently of this Contract; or
- (c) independently developed by the other party or a third party;

Contract means the terms and conditions recorded in this document, including the Schedules and any attachments;

Contract Price means the contract price payable to the Contractor under this Contract in accordance with clause 23 (Payments, Reporting and Charges);

Effective Date means the date on which the terms of this Contract became or become effective if earlier or later than the Commencement Date as stated in Schedule 1 (Contract Details);

Expiry Date means the date stated as the expiry date in Schedule 1 (Contract Details);

Force Majeure Event means an event that is beyond the reasonable control of the party immediately affected by the event but does not include any risk or event that the party could have prevented or overcome by taking reasonable care.:

Good Industry Practice means the exercise of the skill, diligence, prudence, foresight and judgement which would be expected from a highly skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances, applying the highest of standards and practices currently applied in the New Zealand in the technology and security industry and all relevant Government requirements and guidelines;

GST means goods and services tax payable under the Goods and Services Tax Act 1985;

GWRC means the Client being the Greater Wellington Regional Council;

GWRC Camera Surveillance Policies means the camera surveillance policies attached as Schedule 8 (GWRC Camera Surveillance Policies), as updated, or replaced from time to time by notice in writing from the Client to the Contractor;

HSW means the Health and Safety at Work Act 2015 and all other health and safety legislation as amended or re-enacted, regulations, approved codes of practice and WorkSafe best practice guidelines;

Information means information, excluding any Intellectual Property and includes:

- (a) all deliverable reports, records, analyses, data, commercial and technical information, plans and concepts, diagrams, drawings, estimates, calculations, specific designs, maintenance documentation, operation manuals, as-builts, specifications and other information which is collected and/or developed by the Contractor in providing the Works under this contract;
- (a) any other deliverable specified in the Schedules;
- (b) information supplied to the Contractor by the Client; and
- (c) all keys, security cards, Camera Surveillance System access codes, passwords and the configurations and settings of all equipment (where applicable);

Information does not include any designs, techniques, information, knowledge, know-how, practices, documents, materials, or other Intellectual Property that:

- (a) prior to the commencement of this Contract was the property of the Contractor or other parties; or
- (b) is in the public domain;

Initial Term means the initial term of this Contract which commences on the Commencement Date and expires on the Expiry Date;

Intellectual Property means, without limitation, all and any patents, patent applications, trademarks, service marks, trade names, registered designs, unregistered design rights, copyrights, know how, trade secrets, domain names, internet addresses, rights in confidential information, and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same.

Intruder Alarm System means the standalone intruder alarm systems at rail stations

Key Personnel means the persons named in Schedule 1 (Contract Details) who may be replaced from time to time in accordance with this Contract;

KiwiRail means KiwiRail Holdings Limited and KiwiRail Limited

LGOIMA means the Local Government Official Information and Meetings Act 1987;

Managed Switches means the network equipment that the Camera Surveillance and PA Systems plug into for power supply and data network connectivity.

Minimum Living Wage Rate means, during the applicable period, such hourly rate as set out on MBIE's Government Procurement website (<https://www.procurement.govt.nz/broader-outcomes/improving-conditions-for-new-zealand-workers/>), as updated annually;

MOU means the memorandum of understanding between GWRC and the Police described in clause 16.6 and set out in Schedule 8 and any subsequent versions;

New Items means new items referred to in clause 12.1 (New Items) that may be required by the Client;

New Zealand Standards means various standards applicable to the Works as published from time to time by New Zealand Standards;

PA System Public address and intercom system at outer rail stations including:

- a. the master station at Wellington station,
- b. handsets at outer stations (being decommissioned),
- c. orange ECP's (Emergency Call Points), call point steel plinths and mounts,
- d. Jacques IP audio modules,
- e. Toa Amplifiers,
- f. Speaker cabling,
- g. A range of Toa and Jaques PA speakers to suit area that are vandalism-resistant,
- h. software, and 2 servers;

Performance Notice means a notice issued pursuant to clause 21.4 (Performance Notice);

Performance Requirements means the performance requirements that apply for the particular Works, as set out in Schedules 2 (Security System), Schedule 4 (Support and Maintenance) and Schedule 5 (Performance Requirements) and in any Statement of Work;

Personnel means means all individuals engaged by either party in relation to this Contract or the delivery of the Works. Examples include: the owner of the business, its directors, employees, subcontractors, agents, external consultants and co-opted or seconded staff.

PINs means personal identification numbers;

Police means the New Zealand Police;

Privacy Act means the Privacy Act 2020;

Rail Sites means the sites listed in Schedule 3

Relevant Authority means any body or corporation or any local, territorial, or regional authority or statutory or any non-statutory authority or body having authority or jurisdiction over, or in respect of the construction, use or occupation of the Sites;

Renewal Term means a further term outlined in Schedule 1 (Contract Details);

RMA means the Resource Management Act 1991;

Schedule means a schedule of this Contract;

Schedule of Rates means the schedule of rates set out in Schedule 6 (Charges);

Security System means the Camera Surveillance System, the PA system, the Access Control System, the Intruder Alarm Systems, and the Managed Switches.

Service Failure means a failure of the Contractor to meet any Performance Requirement.

Service Proposal is defined in clause 6.1 (Request for Service Proposal);

Service Levels means the service levels that the Contractor is required to meet in performing the Support Services as described in Schedule 4 (Support and Maintenance) and Schedule 5 (Performance Criteria) and any in Statement of Work;

Site and **Sites** mean Rail Sites, Bus Hubs and any other locations described in Schedule 2 (Security Systems) where any Works are to be provided;

Specifications means the specifications that apply for the particular Works, as set out in Schedule 2 (Security System), Schedule 4 (Support and Maintenance), Schedule 3 Specifications and Requirements and in any Statement of Work;

Statement of Work or **SOW** means any statement of work for new deliverables and/or services to become part of the Works, executed by the parties under clause 6.6 (Execution of Statement of Work);

Support Services means the monitoring, support, and maintenance services to be provided by the Contractor in respect of the Security System, as described in Schedule 4 (Support and Maintenance) and in any Statement of Work;

Term means the Initial Term, together with any Renewal Term;

Transdev means Transdev Wellington Limited, which operates the passenger rail network on behalf of GWRC.

Utilities means underground or overhead gas, telecommunications, electricity and plumbing connections, pipes, wires, cables, and other installations;

Variation means a variation to existing Works pursuant to clause 22 (Variations);

Working Day means a day (except Saturday and Sunday and public holidays in Wellington); and

Works means the Security System deliverables and services to be provided by the Contractor under this Contract, including:

- (a) the Support Services; and
- (b) the new deliverables and services set out in any Statement of Work.

2 Interpretation

2.1 In this Contract, unless the context requires otherwise:

- 2.1.1 a reference to a clause, a schedule, an annexure, or an appendix is a reference to a clause of, a Schedule, annexure, or appendix to this Contract;
- 2.1.2 a reference to a gender includes each other gender;

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- 2.1.3 the singular includes the plural and vice versa;
 - 2.1.4 a reference to a person includes:
 - (a) a partnership and also a body of persons, whether corporate or unincorporated; and
 - (b) reference to its respective successors in title and permitted assigns;
 - 2.1.5 a reference to documentation includes:
 - (a) a reference to that document as varied, supplemented, novated, or substituted from time to time; and
 - (b) a reference to that documentation in any form, whether paper based or in electronic form encoded on or as part of any form of media;
 - 2.1.6 a reference to materials means a reference to materials of any kind whether in the form of documentation, software, hardware, componentry or otherwise;
 - 2.1.7 any agreement not to do a thing also constitutes an agreement not to suffer or permit or cause that thing to be done;
 - 2.1.8 any reference to a consent requires the prior written consent of the party required to give that consent;
 - 2.1.9 whenever the words "includes" or "including" are used in this Contract, they are deemed to be followed by the words "without limitation";
 - 2.1.10 a reference to any legislation includes a modification of that legislation or legislation enacted in substitution for that legislation and a regulation, order-in-council and other instrument from time to time issued or made under that legislation;
 - 2.1.11 headings and the table of contents are included for the purpose of ease of reference only and are not to have any effect on construction and interpretation;
 - 2.1.12 a reference to currency is a reference to New Zealand currency;
 - 2.1.13 none of the terms nor any of the parts of this Contract are to be construed against a party, by reason of the fact that that term or that part was first proposed or was drafted by that party;
 - 2.1.14 a party who has an obligation is to perform that obligation at its own cost, unless a term of this Contract expressly provides otherwise;
 - 2.1.15 any provision to be performed by two or more persons will bind those persons jointly and severally; and
 - 2.1.16 wherever the phrase 'possession of the Site' appears or is implied in this Contract, it will mean only the non-exclusive right of occupancy of the Site required to carry out the Works.

3 Contract

- 3.1 The Client appoints the Contractor to provide the Works described in this Contract for the Term and the Contractor accepts that appointment. This Contract sets out the parties' rights and obligations.

4 Information

- 4.1 The parties acknowledge that the Client has made available to the Contractor all information that is relevant to the physical conditions associated with the Works and when the Works will be carried out.

- 4.2 The Client gives no warranty nor is any to be implied as to the sufficiency or accuracy of any information provided to the Contractor in connection with this Contract.
- 4.3 The Contractor will be responsible for the interpretation and analysis of all information provided to it in connection with this Contract and that which relates to the Works.

5 Scope

Scope of Works

- 5.1 The Works to be provided by the Contractor are set out in detail in Schedules 2 (Security System), 4 (Support and Maintenance) and 5 (Key Performance Indicators). In summary, the Contractor is to provide deliverables and services for the monitoring, support, maintenance and replacement or upgrade of the Security System in accordance with the Performance Requirements, Good Industry Standards, and any requirements in a Statement of Work.

Additional Services

- 5.2 The Client may from time to time engage the Contractor to provide Security System deliverables or services in accordance with the process set out in clause 6 (Service Requests and Statement of Work Process) below.
- 5.3 The Contractor must not charge the Client for the work undertaken in preparing and agreeing a Statement of Work under clause 6 (Service Requests and Statement of Work Process).

6 Service Requests and Statement of Work Process

Request for Service Proposal

- 6.1 The Client may from time to time request (in writing) the Contractor to provide a proposal for the provision of new deliverables or services not within the scope of the current Works (**Service Proposal**).

Preparation of Service Proposal

- 6.2 Following any request from the Client under clause 6.1 (Request for Service Proposal), the Contractor will provide to the Client a Service Proposal which includes:
- 6.2.1 a description of the proposed deliverables and services;
 - 6.2.2 a timeline for commencement and provision of the proposed deliverables and services, including any relevant milestones;
 - 6.2.3 the proposed service levels (if any) to apply to the proposed new services;
 - 6.2.4 the impact of the proposed new deliverables or services on the Security System, or the provision of the Works, or resources the Contractor requires to perform existing services, and any Change in the Charges payable by the Client under this Contract;
 - 6.2.5 the Contractor's Charges for the provision of the proposed deliverables and services, which must:
 - (a) be based on the Schedule of Rates set out in Schedule 5 (Charges) unless otherwise agreed; and
 - (b) if the proposed new deliverables or service would result in any changes to any existing Works, identify any potential change to the Charges payable by the Client for the Works;
 - 6.2.6 any proposed variation to the terms of this Contract for the proposed deliverables and services, including any special terms and conditions or requirement to comply with legislation or regulations relevant to the services, deliverables, or site; and

6.2.7 all other relevant information.

No obligation to accept Service Proposal

- 6.3 The Client is not obliged to accept a Service Proposal. The Contractor will not be required to provide, and the Client will not be required to pay for, any proposed deliverable and/or service until the parties have:
- 6.3.1 entered into a Statement of Work for such deliverable or service; and
 - 6.3.2 agreed in writing any variation that may be required to any existing Statement of Work as a consequence of the parties agreeing to the provision of the new deliverable or service.

Form and content of Statement of Work

- 6.4 If the Client accepts a Service Proposal (including following the successful negotiation of any aspect of a Service Proposal), the Contractor must prepare, and submit to the Client for its review and approval, a draft Statement of Work for the proposed deliverables and services, which must be:
- 6.4.1 based on the Service Proposal (subject to any amendments to the Service Proposal agreed as part of the negotiation of any aspect of the Service Proposal) and must include all relevant information contained in the Service Proposal; and
 - 6.4.2 in the form set out in Schedule 7 (Statement of Work).

Alternative Process

- 6.5 If agreed by the parties, an alternative process (as agreed by the parties) to that outlined in clauses 6.1 to 6.4 may be adopted for the preparation of a draft Statement of Work.

Execution of Statement of Work

- 6.6 On execution of a Statement of Work by the parties, the Statement of Work will form part of this Contract and the deliverables and services recorded in the Statement of Work will form part of the Works and be subject to the terms of this Contract.

7 Term

Initial Term

- 7.1 This Contract commences on the Commencement Date and will continue for the Initial Term and any Renewal Term unless terminated earlier.

Renewal of Term

- 7.2 At least four calendar months, but not more than six calendar months before the end of the Initial Term or any subsequent Renewal Term, the Client may give the Contractor written notice that it wishes to renew this Contract for a Renewal Term. The Contract will then be renewed for the Renewal Term on the same terms unless the parties agree otherwise.
- 7.3 It is in the Client's complete discretion as to whether it exercises a renewal or grants an extension of the Initial Term, or any Renewal Term, of this Contract.

8 Contractor's Obligations

Performance of Works

- 8.1 The Contractor will complete the Works in accordance with Good Industry Practice.

s7(2)(b)(ii)

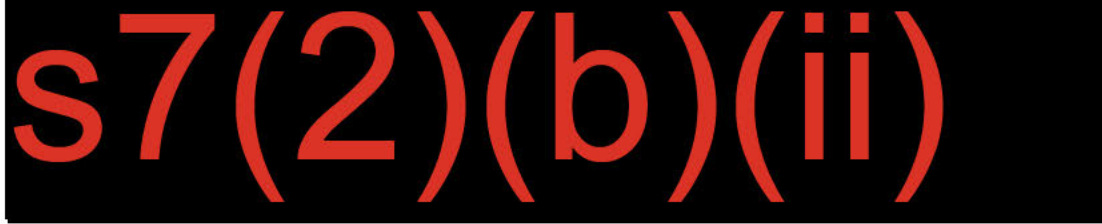
- 8.9 The Contractor will ensure that all its Personnel will immediately advise the Client's Representative of any adverse or negative incidents involving anyone in the course of providing the Works.
- 8.10 The Contractor will maintain and hold all Bosch certifications and accreditations for the duration of the Contract.
- 8.11 Where damage which presents a risk to the public or their personal safety is identified, the Contractor is to temporarily make safe the area and notify the Client immediately for instructions to progress.
- 8.12 The Contractor will at its own cost obtain all consents and permits required by law in order to perform the Works except:
- 8.12.1 those that this Contract requires the Client to obtain under clause 8.6 and
 - 8.12.2 any costs for Electrical Isolation, Block of Line Rail Protection Officers or Kiwirail Supervision to access imposed by KiwiRail for the Contractor to perform the works (such costs to be passed on the Client with no mark-up).
- 8.13 In providing the Works, the Contractor will co-operate with the Client's Representative, separate contractors, any other contractors, and consultants appointed by the Client, and any other party whose property the Contractor will require access to in order to perform the Works including but not limited to KiwiRail and/or any road controlling authority.
- 8.14 The Contractor will report to the Client's Representative, or to such other person or persons nominated by the Client by written notice to the Contractor, in accordance with Schedule 1 (Contract Details).
- 8.15 The Contractor will keep an accurate and complete written record of the Works (including reports provided under clause 8.14 (Performance of Works) and on written request by the Client's Representative, at the Contractor's cost, provide the Client with an electronic copy (in a version that is compatible with the Client's electronic systems) together with a hard copy of those records.
- 8.16 The Contractor will, at no cost to the Client, remedy any error made, or contributed to by the Contractor, or any of the Contractor's employees, agents, subcontractors, or advisers in the course of providing the Works.
- 8.17 When carrying out its obligations under this Contract the Contractor will:
- 8.17.1 without limiting the Contractor's obligations under clause 8 (Contractor's Obligations), comply with the Client's environmental, health and safety and other workplace policies or such third party's health and safety and other workplace policies as notified by the Client's Representative to the Contractor from time to time;
 - 8.17.2 comply with all building policies and security arrangements notified by the Client's Representative to the Contractor from time to time; and
 - 8.17.3 comply with the Client's Representative's reasonable directions when on any of the Client's premises, using the Client's facilities or providing the Works.

Living Wage

- 8.18 The Contractor shall ensure that each person performing any role in connection with the Contractor's performance of this Contract is paid, for each hour worked, at a rate no less than the Minimum Living Wage Rate applicable at the time. Non-compliance with this provision shall be deemed to be a material breach of this Contract.
- 8.19 The Contractor shall ensure that each of its subcontractors, and the subcontractors' own subcontractors, comply with the obligations included under clause 8.18, as if those subcontractors were the Contractor. Non-compliance with this provision shall be deemed to be a material breach of this Contract.
- 8.20 The Contractor shall, on a 12 monthly basis, provide written confirmation to the Client that the Contractor has complied with its obligations in this clause. If required by the Client, the

Contractor shall, within 7 days of receiving a request from the Client, provide reasonable evidence of such compliance to support the confirmation.

8.21



Emergencies

- 8.22 If, in the reasonable opinion of the Client, an event occurs, or is about to occur, that would affect or risk the safety of any person, affect, risk or damage the safety of the Works, the Security System, or any property adjacent to any Site, the Client may, without relieving the Contractor of any other obligations under this Contract, instruct the Contractor to execute all Works and do all such things as the Client deems reasonable to abate or reduce the risk to any persons, Works, the Security System or any property.
- 8.23 The Contractor will comply immediately with any instructions received from the Client in accordance with clause 8.22 (Emergencies).
- 8.24 If the Contractor incurs any additional costs as a result of responding to an instruction received under clause 8.22 (Emergencies), such additional costs shall be treated as a Variation, unless the event arose out of a default of the Contractor under this Contract.
- 8.25 If any event arose out of a default of the Contractor under this Contract, there will be no adjustment to any amounts owing to the Contractor under this Contract and the Contractor will not be granted an extension to any due date for the completion of any Works (if relevant).
- 8.26 If the Contractor fails to comply with any instructions received under clause 8.22 (Emergencies), the Client may carry out the necessary Works itself, or arrange for a third party to do so, and recover any costs incurred from the Contractor, whether through deduction, set-off or otherwise.

Contractor's Personnel

- 8.27 The Contractor will ensure that all Personnel:
- 8.27.1 are appropriately skilled, experienced, and trained to carry out the Works;
 - 8.27.2 have adequate hearing and vision;
 - 8.27.3 are appropriately qualified and at a minimum, maintain all certificates, licences and registrations listed in clauses 8.41 (Training) and 8.42 (Training) and the Proposal, and any other qualifications, certificates, licences and registrations required to provide the Works; and
 - 8.27.4 meet the requirements in clause 16.2 (Requirements for Contractor's Personnel) in relation to camera surveillance and privacy.
- 8.28 The Contractor will provide Personnel in the numbers agreed with the Client's Representative when any parts of the Works are required for special events.
- 8.29 At the commencement of the Contract, prior to deployment of any new Personnel, and at other times as requested by the Client, the Contractor will provide to the Client's Representative a list of all employees, subcontractors, agents, and advisers to be used by the Contractor in providing the Works.
- 8.30 No Personnel will be assigned to the Works who has been previously dismissed from the Client and/or the Contractor or previously banned from providing the Works or any other works and services to the Client.
- 8.31 The Client will be entitled to require any member of the Contractor's Personnel to immediately discontinue provision of the Works where the Client considers it would not be appropriate for

the person to continue to provide the Works. The Client will provide its reasons to the Contractor as soon as practicable after the date of such request. The Contractor will take all necessary action to comply with such a request and ensure provision of the Works is not disrupted by the change of Personnel. The Client will not be liable for any additional costs that may arise as a result of the requested change in Personnel.

- 8.32 The Contractor will not change the Contractor's Representative without the prior written approval of the Client's Representative.

Supervision of Personnel


- 8.33 The Contractor's Representative will maintain communications of an administrative nature with the Client's Representative on a regular, mutually agreed basis and in accordance with the reporting requirements set out in clause 8.34 (Supervision of Personnel), 23.6 (Monthly Report), and Schedule 4 (Support and Maintenance).
- 8.34 The Contractor's Representative is required to:
- 8.34.1 undertake daily operational supervision of all Personnel carrying out the Works;
 - 8.34.2 review all incident reports daily and ensure a good standard of reporting is maintained;
 - 8.34.3 liaise with the Contractor's management to resolve performance deficiencies in a timely manner;
 - 8.34.4 undertake all performance management responsibilities in accordance with the Contractor's policies and procedures;
 - 8.34.5 attend to the Contractor's operational matters the subject of this Contract without unnecessarily involving the Client's Representative;
 - 8.34.6 prepare monthly summary reports for the Client;
 - 8.34.7 attend Client liaison meetings when required;
 - 8.34.8 ensure working relations between all Contractor Personnel is maintained; and
 - 8.34.9 report health and safety risks and hazards to the Client's Representative.
- 8.35 The Client's Representative will not be responsible for or engage in any communications regarding matters that the Client's Representative considers in its sole opinion are internal to the Contractor. The Contractor's Representative is responsible for all internal Contractor matters.
- 8.36 The Contractor's Representative will be the only party that liaises with the Client's Representative and the Client's Contract Manager to the effect that the Contractor's employees and subcontractors will not deal directly with the Client's Representative or Client's Contract Manager.

Training

- 8.37 The Contractor is required to provide full Site-specific, event-specific, and technical training, as applicable to the Works being carried out, to all of its Personnel prior to any Personnel carrying out the Works.
- 8.38 The Contractor will not permit any Personnel to partake in providing the Works without having first undergone the required training.
- 8.39 The Contractor will allow for attendance at an initial induction presentation by the Client at the Contractor's expense. The Contractor's Representative and Personnel must attend this induction programme. After the initial induction programme, the Contractor will be required to induct any new Personnel.
- 8.40 Thereafter, the training of new Personnel and appropriate refresher training for existing Personnel is the responsibility of the Contractor.

- 8.41 Without limiting the above-mentioned training requirements, the Contractor's training requirements for all Personnel, where relevant to the role performed, are to include the following:
- 8.41.1 procedures relevant to the particular parts of the Works;
 - 8.41.2 written communications, report writing, use of computers as are relevant to the Works provided;
 - 8.41.3 health and safety, and first aid;
 - 8.41.4 the camera surveillance privacy requirements in clause 16 (Camera Surveillance and Privacy); and
 - 8.41.5 the manufacturers' current accreditation for security equipment installed and maintained as part of the Works.
- 8.42 The Contractor is required to maintain a current training register for Personnel assigned to the Works, and to provide this register or a copy of it to the Client's Representative within five Working Days from the date this Contract was last signed. The Contractor must also keep the training register up to date within five Working Days of its Personnel receiving additional or refresher training or when new Personnel are trained.
- 8.43 Without limiting any other provisions of this Contract, the Client's Representative may refuse to approve any person where the Client's Representative considers that person has not received the required type and level of training for the intended Works and where the Contractor cannot provide evidence to the contrary to the satisfaction of the Client.
- 8.44 Personnel working on the Security System are to be certified as having received the formal, appropriate training from the manufacturer or the New Zealand agent of the equipment concerned and will be familiar with the equipment within the Security System and any other security equipment belonging to the Client or any third parties' system or systems to which part of the Security System may be connected.
- 8.45 The Contractor will, at its own cost, ensure that all Personnel involved in the carrying out of the Work on Rail Sites complete the safety induction run by KiwiRail or any other training that KiwiRail requires. Following completion of the induction attendees will be issued with evidence of completion that they must carry at all times when carrying out Works at Rail Sites. The Contractor will not permit any staff or contractors to carry out Works on a Rail site if they have not completed the require induction and other training.

Appointment of Agents and Subcontractors

- 8.46 
- 8.47 The Contractor will be liable for all subcontractors and for payment of all fees to all subcontractors.
- 8.48 Subcontracting of any part of the Works will not relieve the Contractor from any of its obligations under this Contract or at law.

Notification of Security Breaches

- 8.49 The Contractor will notify the Client of any security breaches or other incidents as required under relevant procedures including.

Liaison meetings

- 8.50 The Contractor will allow for regular meetings between the Contractor's Representative, the Client's Contract Manager, and the Client's Representative to review monthly summary reports and discuss any issues relating to the scope and performance of the Works. These meetings

occur at the same time as a special event planning meeting and will be monthly for the first six months of this Contract and then quarterly thereafter.

- 8.51 Meetings may be held more frequently if the Client or the Client's Representative considers that security incidents or Contractor performance dictate.

Uniform and Identification

- 8.52 The Contractor is to provide all uniforms for its on-Site Personnel. Uniforms are to be suitable for 'front of house' presentation to the public and are subject to Client approval.
- 8.53 The Contractor will ensure that all Personnel (including any subcontractors) carry identification to show that they are employees of the Contractor (or of the subcontractor).
- 8.54 The Client reserves the right to reject any of the Contractor's Personnel who are not suitably presented or who fail to attain quality standards under this clause 8 (Contractor's Obligations).

Supply of Labour and Materials

- 8.55 The Contractor will, except where otherwise specified in this Contract, supply at its own cost everything necessary for the performance of the Works (for the avoidance of doubt, including all physical Security System components).
- 8.56 All materials used in the provision of the Works will be:
- 8.56.1 modern and new unless otherwise approved by the Client;
 - 8.56.2 comply with all relevant New Zealand Standards.
- 8.57 The Contractor will handle, store and fix materials with care to ensure they are in perfect condition when incorporated into the Security System.

Guarantees and Warranties for new Physical and Electronic Security Works

- 8.58 The Contractor will guarantee for a period of **s7(2)(b)(ii)** from the date of completion all new physical works and new electronic security works that form all or part of the Security System and the Works, against faulty components and workmanship. This guarantee will not derogate from any warranty or liability the Contractor may have under this Contract and at law for such Works
- 8.59 The Contractor will repair, correct, or replace any defect of any nature that may occur during this guarantee period in clause 8.58 (Guarantees and Warranties for new Physical and Electronic Security Work) at no cost to the Client. To this end, the Contractor will attend the Site within **s7(2)(b)(ii)** if the fault being either detected by the Contractor or reported to the Contractor and the defect will be corrected without undue delay accepting that approval to access to the relevant Site may be required.
- 8.60 The Contractor will hold, at the Client's expense, sufficient stock of spares to allow speedy repair or replacement of equipment. Any delay to repair or replace equipment (where the Contractor was required to hold spares) will be deemed to be a failure of the Service Levels under this Contract.
- 8.61 Where the manufacturers' warranties on equipment are more than **s7(2)(b)(ii)** the benefits of the extended warranties will pass to the Client in full and the Contractor will assign such warranties to the Client.
- 8.62 The Client agrees that any warranties and guarantees provided under clauses 8.58 to 8.61 are subject to the Client undertaking an appropriate maintenance regime as agreed with the Contractor from time to time. For the avoidance of doubt, a failure by the Client to undertake the agreed maintenance plan or any part of that plan will void the guarantee or warranty relevant to the physical works and new electronic security works that form all or part of the Security System and the Work unless that failure is due to any action or inaction of the Contractor.

Security Practices

- 8.63 The Contractor's Personnel or other persons under the supervision of the Contractor will maintain responsible security practices at all times. Any security equipment cabinets must be kept locked unless being worked on.
- 8.64 Access keys, security cards and alarm codes will be provided to the Contractor to access the Sites.
- 8.65 The Contractor will have responsibility and accountability for the issue of keys and security cards in respect of the Sites. On the expiry or termination of this Contract, the Contractor will return all access cards and keys for the Sites held by the Contractor or its employees, agents, and subcontractors to the Client's Representative.
- 8.66 The Contractor will sign for keys and security cards when either collecting from, or returning to, the Client. Deductions from payments due to the Contractor by the Client may be made until all cards, keys and equipment are returned.
- 8.67 The Contractor will be liable for the costs of replacing all necessary locks where any key, including master keys, is lost by the Contractor.
- 8.68 Notwithstanding anything contained in clauses 8.63 to 8.67 (Security Practices), the Contractor will ensure that:
- 8.68.1 the locations of all keys and security cards are monitored at all times and stored securely when not in use;
 - 8.68.2 there is no unauthorised copying or retention of keys and security cards;
 - 8.68.3 IP addresses for the Security System are not unnecessarily disclosed;
 - 8.68.4 passwords and PINs including the PIN codes for intruder alarm systems which need to be unset to access Sites are kept securely and are not unnecessarily disclosed. PINs and passwords may be changed by the Client when there are changes in the Contractor's Personnel, or at other times the Client deems it prudent to do so;
 - 8.68.5 any lost or misplaced keys or security access cards are immediately reported to the Client's Representative; and
 - 8.68.6 it otherwise complies with any key and security access card policy or procedures brought to its attention by the Client's Representative.

Collection and Storage of Information

- 8.69 The Contractor will ensure that any data collected by it in the performance of the Works whether by video or other means is stored securely and is protected against loss, unauthorised access, use, modification, disclosure (other than as required by the Client, the Police under the MOU, or by any court or under any statute) or other misuse.
- 8.70 The Contractor will comply with the requirements of all relevant procedures provided by the Client to the Contractor from time to time and all relevant legislation in relation to the collation, storage, use, modification, and disclosure of any data, including Camera Footage collected or accessed by the Contractor in the performance of its obligations under this Contract.
- 8.71 The Contractor will supply copies of such information to the Client when requested by the Client's Representative, the Police when requested under the MOU, or make changes to any such information, where such information is incorrect as may be required by the Client or any person to which that information relates under the Privacy Act.

Standards and Legislation

- 8.72 The following standards and legislation may apply to the Works to be provided under this Contract. This list is not exhaustive and is not in any list of priority and does not limit the Contractor's obligation to comply with all relevant codes of practice, legislation, and any other form of law applicable to the Works:

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- 8.72.1 AS/NZS 3000: Wiring Rules.
 - 8.72.2 Electricity Act 1992.
 - 8.72.3 Health and Safety at Work act 2015
 - 8.72.4 Resource management act 1991
 - 8.72.5 Privacy Act 2020.
 - 8.72.6 Building Act 2004.
 - 8.72.7 Electricity (Safety) Regulations 2010.
 - 8.72.8 NZS 9001: Quality Management Systems
 - 8.72.9 AS/NZS 2201.1:2007 – Intruder Alarm Systems – Clients Premises – Design, Installation, Commissioning and Maintenance
 - 8.72.10 AS/NZS 2201.5:2008 – Intruder Alarm Systems – Alarm Transmission Systems

Authorities' Approvals and Protection of Utilities

- 8.73 The Contractor will arrange for the searching of records to determine the existence of all Utilities on or about each Site. Any information provided by the Client as to the existence and location of any Utilities will be provided to the Contractor on the basis that in relation to such information the Client makes no warranty as to the accuracy or completeness of the information.
- 8.74 The Contractor will be responsible for physically locating the position of all such Utilities and will arrange with the Relevant Authority for any necessary, consents, exploratory work, location, protection, isolation, offsetting, reinstatement, or alterations required. In the event that the location of such Utilities cannot be established, digging and trenching is to be done by hand only. The Contractor will record any alterations which it makes to such Utilities and will provide an accurate record to the Client of the location of all Utilities located.
- 8.75 For Works on a Rail Site the Contractor will obtain any necessary permits from KiwiRail prior to the relevant Works commencing. The Contractor will ensure that it complies with the terms of any permit when carrying out the Works.

Workmanship

- 8.76 The Contractor will ensure that the installation of any elements of the Security System, including cabling and associated mechanical works (installation of poles, brackets, and the like) will be in accordance with recognised best trade practice and regulations, including but not limited to those noted in clause 8.72 (Standards and Legislation), and as recommended by the manufacturers of any equipment and components of the Security System.
- 8.77 The Contractor will ensure that installation of any upgrades or updates to any software, any replacement parts to any part of the Security System or associated equipment, or any engineering changes made to the Security System in the course of the Works will not cause the performance of the Security System to be materially degraded and will take commercially reasonable steps to ensure that such software is free of viruses or disabling code.
- 8.78 Defective Works will be made good immediately, or if not possible as soon as is practicable, at the expense of the Contractor.

Design Approval, Completion Certificates and Drawings

- 8.79 On completion of any Security System installations or replacements, the Contractor must provide the following, within one month of the completion of that installation or replacement:
 - 8.79.1 As built drawings in both CAD and PDF or other agreed format;
 - 8.79.2 producer statements confirming compliance with the standards and specifications appropriate to the Works being carried out;
 - 8.79.3 electrical Certificate of Compliance for items of electrical work undertaken; and

8.79.4 as built drawing documentation.

Care of the Site, Works, and Materials

- 8.80 The Contractor will:
- 8.80.1 be responsible for the care of each Site or part of the Site in which it is undertaking the Works together with all materials which are in its care or possession awaiting incorporation into the Works;
 - 8.80.2 keep the relevant Site or part of the Site in which the Works are being undertaken and the Works in an orderly state and in such a condition so as to avoid danger to persons and property, and will remove all debris and surplus materials promptly from the relevant Site;
 - 8.80.3 where appropriate for the nature of the Works being carried out, provide person-controlled areas and erect, maintain, and when no longer required, remove all barricades, fencing, temporary roadways and footpaths, signs, and lighting for the effective protection of property, for traffic, and for the safety of others; and
 - 8.80.4 upon completion of the Works or upon early termination of this Contract, remove all equipment and debris relating to the Works, make good any damage as directed by the Client's Representative and clean all the Works to a standard suitable for immediate use.
- 8.81 The Contractor will make good at its own cost any loss or damage to the Site(s), Works, materials, plant or Client-supplied items to the extent that the Contractor is responsible for those Works, materials and plant.

9 Acceptance Testing

- 9.1 If an acceptance test plan has been agreed by the parties in writing (**Acceptance Test Plan**) the parties will follow the procedures set out in such Acceptance Test Plan, otherwise the parties shall jointly carry out the Acceptance test in good faith and promptly upon the Contractor notifying the Client it believes the Works or any item of the Works meet the Acceptance Criteria.
- 9.2 Acceptance testing will occur at each Site and acceptance of the Works, or any item of the Works occurs when it is demonstrated that the relevant Works at the Site meet the Acceptance Criteria and the Client issues a dated notice of Final Acceptance for that Site.
- 9.3 For the avoidance of doubt, where the Works at a Site has been completed before the execution of this Agreement and the Works have 'gone live', the Final Acceptance date will be back dated to the 'go live' date for that Site as agreed between the parties and recorded in writing.
- 9.4 Acceptance constitutes an acknowledgement by the Client that it is satisfied that the Works meet its requirements and are free from patent or reasonably discoverable defects.
- 9.5 The Client must issue a Rejection Notice within five (5) working days of the failure of any Deliverable to gain Acceptance, providing reasons for the failure to achieve Acceptance.
- 9.6 Where the Client gives a Rejection Notice for reasons other than the neglect or omission of the Client, then the items identified will be rectified by the Contractor within 10 days of the notice referred to in clause **s7(2)(b)(ii)** above unless the Contractor objects to one or more of th [REDACTED] It be treated as a dispute pursuant to clause 26 and will be re-delivered for further testing until Acceptance is achieved or until the termination of this Contract or Statement of Work (as applicable).
- 9.7 The Works shall be deemed accepted by the Client if, after 20 working days from the delivery (or re-delivery, as applicable) of any Works for Acceptance testing, the Client has neither notified Acceptance of the Works nor issued a Rejection Notice in accordance with this clause, or where any part of the Works is used live.

Industrial Action

- 9.8 The Contractor will advise the Client of the possibility of any impending industrial action at the earliest opportunity in order to allow the Client and the Contractor to make alternative arrangements.
- 9.9 The Contractor will arrange for additional Personnel to carry out the Works if its existing Personnel are unable to do so because of any such industrial action. Any cost associated with the provision of any additional Personnel to carry out the Works during any industrial action will be borne by the Contractor. If the Contractor fails to arrange for such additional Personnel, then the Client may arrange for provision of the Works during any industrial action. To facilitate the Client in providing such Works, the Contractor will provide the Client with access to such of its information as is necessary to provide the Works. Any costs incurred by the Client under this clause will be a debt due to the Client by the Contractor to be set off by the Client as provided for under this Contract.

10 Client's Obligations**Ordering of Works**

- 10.1 The Client's Representative will advise the Contractor of the part or parts of the Works it requires from time to time. Except as set out in clause 10.1 (Ordering of Works) below, the Contractor's Personnel are not permitted to commence any part or parts the Works until written approval has been given by the Client's Representative to the Contractor to do so.
- 10.2 The Contractor will be permitted to undertake Works, including acquiring and installing any equipment that may be required for the Security System, without obtaining the written approval of the Client's Representative to do so provided that the price of the relevant Works does not exceed NZD1,000.
- 10.3 The Client will provide to the Contractor any further information or documents relevant to the performance of the Works reasonably required by the Contractor and held by or reasonably available to the Client provided the provision of such information or documents does not conflict with the Client's obligations under this Contract or at law.

Client's Facilities and Equipment

- 10.4 The Client grants the Contractor access to, and use of the premises and facilities listed in Schedule 2 (Security System) and Schedule 3 at the times set out in the Schedules only or as instructed by the Client's Representative for the performance of the Works only.
- 10.5 The Contractor, including its Personnel, will not use any Client facilities unless provided under clause 10.4 (Client's Facilities and Equipment) or with the prior written consent of the Client's Representative.
- 10.6 The Contractor is responsible for exercising all care with respect to the use of any equipment and facilities provided by Client. The Contractor may, at the Client's discretion, be liable for loss or damage to Client supplied items.

Failure to provide the Works

- 10.7 Where the Contractor fails to provide all or any part of the Works and subject to the Client's rights under clauses 21.4 (Performance Notice) and 27 (Termination), the Client may, in its sole discretion, direct the Client's own Personnel or an alternative Contractor to assume the performance of such part or parts or all, if necessary, of the Works.
- 10.8 Should the Client exercise its rights under this clause it will provide a notice of suspension listing the part, parts, or all of the Works to be suspended and carried out by the Client or its contractor.
- 10.9 The Client acknowledges that such Personnel or alternative contractor will be suitably qualified to carry out the Works.

- 10.10 The Contractor will co-operate with the Client, its Personnel and with any alternative contractor retained by the Client pursuant to clause 10.7 (Failure to provide the Works). This co-operation will include:
- 10.10.1 providing access to the employees of the Contractor and to any information, material, equipment and/or software owned, leased, or licensed by the Contractor and used by the Contractor in supplying the whole or any part of such Works; and
 - 10.10.2 suspending, wholly or in part, the provision of all or any part of the Works as directed by the Client.
- 10.11 Without limiting the Client's other rights under this Contract, while the Contractor's obligation to provide all or any part of the Works are suspended under clause 10.8 (Failure to provide the Works) the Client will not be obliged to pay the Charges in respect of the suspended part of the Works.
- 10.12 Once the Contractor has satisfied the Client that it can and will perform the Works referred to in clause 10.7 (Failure to provide the Works) in accordance with this Contract, the Client will deliver a written notice to the Contractor specifying:
- 10.12.1 the relevant actions it or any alternative contractor has taken under clauses 10.7 to 10.11 (Failure to provide the Works); and
 - 10.12.2 the date it plans to conclude such actions and permit the Contractor to resume providing such part, parts, or all of the Works.
- 10.13 The costs and expenses incurred by the Client under clause 10.7 (Failure to provide the Works) will be a debt due to the Client by the Contractor to be set off by the Client as provided for under this Contract.

Approvals

- 10.14 Any approvals given by the Client including the Client's Representative will not derogate from or relieve the Contractor from any of its obligations and/or liabilities under this Contract or at law.

11 Access to Sites

- 11.1 The Sites over, on and under which the Works are to be provided/undertaken are owned by several different parties and are subject to varying access rights available to the Client and the Contractor.
- 11.2 The Contractor is required to, and is liable for, obtaining the necessary consents for obtaining access to carry out any part of the Works as required for each particular Site except those that the Client will obtain under clause 8.6.

12 Materials

New Items

- 12.1 The Contractor will maintain a price list for additional items related to the Security System and provide this to the Client upon request. The Client may request the Contractor to supply New Items with respect to extensions or additions to the Security System after the Commencement Date of this Contract. If the acquisition of New Items results in an increase to the Charges, and/or changes to the Works, additional to those provided for in this Contract, then a Statement of Work will be required.

Replacement of Items

- 12.2 Where the Works involve the replacement of any component of the Security System the replacement becomes the property of the Client immediately upon integration or installation in the Security System or at the Site, and the item replaced remains the property of the Client unless the Client permits the Contractor to dispose of it.
- 12.3 Title will pass in any replacement component of the Security System or equipment to the Client upon payment to the Contractor, or installation of such item, whichever is the earlier. Title will pass free of any encumbrances.
- 12.4 The Contractor will hold a stock of commonly required replacement parts sufficient to ensure that most repairs can be affected without undue delay and will provide the Client with a record of the spare parts held from time to time.
- 12.5 When performing any part of the Works the Contractor will ensure that all of the Security System which is required to remain operational at all times, remains operational at all times. The Contractor will not incapacitate any part of any Security System at any stage unless it is necessary to perform any part of the Works and only where the Contractor's Representative has given the Client's Representative 24 hours' prior written notice.

Alternative Equipment or Materials

- 12.6 No other brand, type or model of equipment forming any part of the Security System will be installed other than that which is identified as approved materials listed in Schedule 2 (Security System) or which has been approved by the Client (prior to purchase and installation).
- 12.7 Acceptance of any alternative equipment or materials is at the sole discretion of the Client.
- 12.8 Where the Contractor proposes the use of any alternative equipment, it will provide:
- 12.8.1 clear identification of features required in the Specification;
 - 12.8.2 benefits and costs comparisons; and
 - 12.8.3 evidence that there will be no additional costs for any additional work which may arise from the acceptance of the alternative.
- 12.9 The Client's Representative will advise the Contractor as soon as is practicable after receipt of the above information as to whether the alternative equipment is acceptable. Acceptance by the Client of the alternative material will not reduce the Contractor's obligations to supply the Works under this Contract.

13 Separate Contractors**Work by Others**

- 13.1 If the Contractor considers the work of the other trades upon which the Security System is dependent does not meet the standards of workmanship demanded by the Specifications, the Client's Representative must be advised immediately.

14 Health and Safety and Resource Management Compliance**Health and Safety**

- 14.1 At all times while performing the Works, the Contractor must, and must ensure that its Personnel, be aware of, observe and comply with the Client's health and safety requirements specific to the Works (if any) and with the Contractor's obligations under the HSW and all other relevant health and safety Laws, codes of practice, guidelines and standards.
- 14.2 Without limiting clause 14.1, prior to commencing the Works the Contractor must:

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- 14.2.1 so far as reasonably practicable consult, co-operate with and co-ordinate activities with the Client and any other parties that have a duty under the HSW in relation to the same matter connected to the performance of the Works by the Contractor;
 - 14.2.2 so far as reasonably practical ensure that the health and safety of the Contractor's Personnel and other persons will not be put at risk from work carried out in the performance of the Works by the Contractor;
 - 14.2.3 identify hazards related to the provision of the Works, risks arising from those hazards and the controls to eliminate or minimise the risks;
 - 14.2.4 notify the Client and any relevant regulatory or enforcement authorities (as required by law) about the nature of any hazardous activities;
 - 14.2.5 obtain any required permits or authorities required by law in regard to any hazardous activities within the required timeframes;
 - 14.2.6 provide copies of the required permits or authorities to the Client;
 - 14.2.7 notify the Client of any changes required to the provision of the Works arising from the nature of the hazardous activities or any other risks or hazards relevant to Contractor's ability to provide the Works and comply with the Contractor's, Client's and any other relevant party's health and safety obligations;
- 14.3 Throughout this Contract the Contractor must:
- 14.3.1 maintain active health and safety management systems capable of identifying hazards and the risks arising from hazards, including eliminating or minimising risks and effectively managing the Contractor's health and safety obligations in regard to the performance of the Works;
 - 14.3.2 have a health safety plan agreed with the Client in place in relation to its performance of the Works;
 - 14.3.3 provide a copy of the health and safety plan and (if applicable) a copy of Client's relevant health and safety policies and procedures that together ensure compliance with the Contractor's health and safety obligations to its Personnel prior to the Personnel starting to provide the Works;
 - 14.3.4 ensure that its Personnel have, or are appropriately supervised by someone who has, the appropriate knowledge, training and experience to perform the Works;
 - 14.3.5 ensure, so far as reasonably practicable
 - (a) that the health and safety of its Personnel while performing the Works and the health and safety of others is not put at risk from the performance of the Works; and
 - (b) that no person is endangered or put at risk as a consequence of the performance of the Works.
 - 14.3.6 ensure, so far as reasonably practicable that any activities that endanger or put the health and safety of Personnel or others at risk cease immediately and do not resume until the risk is eliminated or an appropriate control to minimise the risk is implemented.
 - 14.3.7 comply with, and ensure that its Personnel comply with, Client's reasonable instructions in relation to health and safety matters.
- 14.4 So far as reasonably practicable, the Contractor must consult, cooperate and coordinate work with the Client and any other parties that have a duty under the HWS in relation to the same matter in connection with the performance of the Works by the Contractor so that health and safety obligations are met.
- 14.5 The Contractor must report to the Client, as required by the Client, on its compliance with the obligations in this clause 14.

- 14.6 To enable the Client to appropriately monitor and investigate any health and safety issues, risks or hazards in connection with the Works, the Contractor must promptly report to the Client:
- 14.6.1 any concern which any of the Contractor's Personnel raise with the Contractor in relation to any health and safety issue, risk or hazard in connection with the performance of the Works;
 - 14.6.2 any potential risks or hazards identified by the Contractor or its Personnel in connection with the performance of the Works;
 - 14.6.3 information about any other parties that hold duties under the HSW in regard the same matter in connection with the performance of the Works by the Contractor;
 - 14.6.4 information about steps taken to consult, co-operate and co-ordinate activities with such other parties;
 - 14.6.5 any serious injury, medical treatment, loss time injury, accident or near-miss incident, including any "Notifiable Event" (as defined in section 25 of the HSW) required to be notified to the health and safety regulator, arising from, or relating to, the performance of the Works, such report to be provided as fast as possible in the case of a "Notifiable Event" and otherwise as soon as possible and within 24 hours of the incident occurring and if the regulator is notified (because the incident is a "Notifiable Event") the Client must be informed within the first hour of the incident occurring;
 - 14.6.6 any apparent instance of non-compliance by the Contractor or its Personnel with the obligations in this clause 14 of which the Contractor becomes aware;
 - 14.6.7 any provisional improvement, improvement, prohibition notice, enforcement proceedings or prosecution under the HSW against the Contractor; and
 - 14.6.8 at the Client's request any other matter related to the Contractor's health and safety performance
- 14.7 The Contractor must, and must ensure that its Personnel, cooperate fully with the Client in providing any further information, participating in any investigation or audit, or taking (or ceasing to take) any further action as the Client may require in relation to any health and safety matter.
- 14.8 The Client may itself, or through an agent, audit the Contractor's compliance with its health and safety procedures and obligations under HSE, the RMA, the Railways Act and this Contract. Any such audit will be at the Client's cost.
- 14.9 The Contractor will co-operate with the Client in any health and safety audit undertaken by the Client or its agents. The Contractor will allow the Client or its agents' access to all aspects of the Works and all information and records held by the Contractor to carry out such audits.
- 14.10 If the Client or the Client's Representative is not satisfied with the results of an audit completed under clause 14.8 (Health and Safety) or is otherwise concerned about health and safety in the performance of the Works, the Client or the Client's Representative has the right to appoint (at the sole cost of the Client) an individual to be the health and safety supervisor on the Sites (**Health and Safety Supervisor**).
- 14.11 The Contractor will, and will ensure that any subcontractors, immediately comply with all instructions of the Health and Safety Supervisor.

Resource Management Compliance

- 14.12 Except where the Contractor is obliged to do something or not to do something under this Contract or to use a material, substance or process as specified, the Contractor warrants to the Client that the Contractor will not do anything or omit to do anything, or use materials, substances or processes which:
- 14.12.1 would or could discharge a contaminant into the environment that is not in compliance with applicable resource consents (if any) and applicable laws;

- 14.12.2 would cause the total emission of noise from the Site to exceed boundary noise levels prescribed under applicable laws;
- 14.12.3 that would or could cause any adverse effect on the environment in breach of applicable laws;
- 14.12.4 is a breach of any duty or obligation of the Contractor and/or the Client under the RMA; or
- 14.12.5 does or is likely to give rise to the issue of an abatement notice, enforcement proceedings or an excessive noise direction under the RMA against the Client, Contractor or any subcontractor.

Costs

- 14.13 Without limiting the Contractor's obligations under this Contract, the Contractor will at all times use its best endeavours to mitigate any increase in any safety costs, as set out in this Contract, and that have been incurred by the Contractor, the Client or any users of the Sites.

15 Contractor's Warranty

Warranty

- 15.1 The Contractor warrants on the date of this Contract and on each day the Contract is in force that:
 - 15.1.1 it has the necessary skills, qualifications and resources to provide the Works to the Client in accordance with this Contract;
 - 15.1.2 it is a certified Bosch partner;
 - 15.1.3 it is an approved supplier of Bosch Camera Surveillance Systems;
 - 15.1.4 it is accredited in operating and maintaining Bosch Video Management Systems;
 - 15.1.5 It has Revera Data Centre access;
 - 15.1.6 It has and will maintain a valid and current permit from KiwiRail for access to rail corridors.
 - 15.1.7 it does not have any conflicts of interest in relation to the provision of the Works. Where a conflict of interest has arisen or is likely to arise in future, the Contractor must inform the Client immediately in writing of the conflict of interest and may not, without the Client's prior written consent (which will not be unreasonably withheld) act in the matter;
 - 15.1.8 it is duly authorised to enter into and perform its obligations under this Contract; and
 - 15.1.9 it will carry out the Works and the Contractor's obligations under the Contract in accordance with the Contract and all applicable rules and laws (statutory or otherwise).

16 Camera Surveillance and Privacy

Privacy Act

- 16.1 The Contractor will ensure that, at all times it provides the Works in accordance with the requirements of the Privacy Act.

Requirements for Contractor's Personnel

- 16.2 The Contractor will, at the commencement of the Contract and prior to deployment of any new personnel, ensure that any member of the Contractor's personnel who works with the Security System:
- 16.2.1 is provided with a copy of the GWRC Camera Surveillance Policies; and
 - 16.2.2 is subject to a New Zealand Police criminal record check (and if a person has a criminal record, the Contractor will be required to obtain the Client's approval in writing before the person is permitted to work with the Security System).
- 16.3 The Contractor will treat all Camera Footage as confidential to the Client. Without limiting clause 20 (Information and Disclosure), any unauthorised use, access or disclosure of Camera Footage, including any description of the subject of the Camera Footage, by the Contractor's personnel will be a breach of the Contractor's confidentiality obligations under this Contract.

Contractor's Obligations

- 16.4 Without limiting clause 16.1 (Privacy Act), the Contractor will:
- 16.4.1 comply with the GWRC Camera Surveillance Policies as set out in Schedule 8; and
 - 16.4.2 any other means of operating as agreed between the parties from time to time.

Rights in the Camera Footage

- 16.5 The Camera Footage is, and will at all times remain, the exclusive property of the Client.

Police Access to Camera Footage

- 16.6 The Contractor acknowledges that from time to time and as permitted by the exception to Principle 11 of the Privacy Act, the Client discloses Camera Footage to the Police to prevent, detect, investigate, prosecute and punish offences. The Client's approach to disclosing Camera Footage to the Police is set out in the Client's Memorandum of Understanding with Police, as notified by the Client to the Contractor (in whole or in part) from time to time. The Contractor will take all reasonable steps to assist the Client to disclose the Camera Footage of Bus Sites to the Police as requested by the Client from time to time. Access to Camera Footage of Rail Sites is currently the responsibility of Transdev. Without limiting this clause 16.6 (Police access to Camera Footage), the Contractor will permit the Police to have urgent access to the Contractor's Camera Surveillance Monitoring Room to view Camera Footage as outlined in Schedule 4 (Support and Maintenance).

17 Intellectual Property

Software Licences

- 17.1 The Contractor will, and will ensure its employees, contractors and sub-contractors will, comply with the terms of any software licences relating to any part of the Works and will ensure that any software installed in the provision of the Works does not breach any third party intellectual property rights. The Contractor will ensure that it enters into any software licences on terms that allow transfer to the Client and provides a copy of the licence to the Client.

Ownership of Intellectual Property

- 17.2 
- 17.3 The Contractor or its subcontractor will retain ownership of all Intellectual Property held by them respectively prior to the Commencement Date.

- 17.4 The Contractor grants, and where Intellectual Property is retained by the Contractor's subcontractor, the Contractor will procure its subcontractor(s) to grant to the Client, an unrestricted, irrevocable, transferable and royalty-free licence in relation to the Intellectual Property owned by the Contractor and/or its subcontractors required for the Client to fully enjoy the Works that continues after the expiry or termination of this Agreement and can be sub-licensed to other suppliers. This license does not apply to software, which shall be subject to the terms and conditions of the software license agreements accompanying such software.
- 17.5 The Contractor warrants that it is not breaching any third party rights in any Intellectual Property used by it in carrying out the Works.

Contractor Indemnity

- 17.6 The Contractor warrants that to the best of its knowledge (having made reasonable enquiries):
- 17.6.1 it is legally entitled to grant the licence in clause 17.4 (Ownership of Intellectual Property); and
- 17.6.2 the products and materials to be incorporated in and/or used in the Works do not infringe the Intellectual Property rights of any third party.

17.7



Ownership of Information

- 17.8 All Information or material produced or acquired by the Contractor in the performance of this Contract is the exclusive property of the Client. The Contractor and its agents, subcontractors and any other party working under its direction, are responsible for ensuring and maintaining the integrity of the material and information.

18 Partnering and communication

Partnering Philosophy

- 18.1 The parties agree to implement partnering in this Contract, in line with the partnering principles outlined in Schedule 9.
- 18.2 Notwithstanding clause 18.1 (Partnering Philosophy) the use of partnering techniques under this Contract does not in any way imply any fiduciary obligations, partnership or joint venture between the parties. Any partnering obligations developed by the parties do not have contractual effect and will not be construed as overriding, amending or waiving any contractual, statutory or other rights or obligations of the parties under this Contract.

19 Appointment of Representatives

Client's Representative

- 19.1 The Client will appoint and replace from time to time as necessary a person as the Client's Representative for this Contract. The Client's Representative at the Commencement Date is the person named in Schedule 1 (Contract Details).
- 19.2 The Client's Representative will:
- 19.2.1 assist the Contractor in planning Works;
 - 19.2.2 administer the Contract;
 - 19.2.3 represent and advise the Client; and
 - 19.2.4 review performance and audit reports.
- 19.3 Inquiries about any aspect of this Contract are to be directed at the first instance to the Client's Representative.

Client's Contract Manager

- 19.4 The Client will appoint a Client's Contract Manger, who at the Commencement Date is the Client's Contract Manager named in Schedule 1 (Contract Details).
- 19.5 The Client's Representative will report to the Client's Contract Manger.

Contractor's Representative

- 19.6 The Contractor will appoint and replace from time to time as necessary a person as the Contractor's Representative for this Contract. The Contractor's Representative at the date of this Contract is the person named in Schedule 1 (Contract Details).
- 19.7 Throughout the Term of the Contract the experience and skills held by the Contractor's Representative will be at the standard proposed in the Contractor's Proposal.
- 19.8 The Contractor will at all times during the term of this Contract ensure that any replacement Contractor's Representative is competent and meet the same standards as referred to in clause 19.7 (Contractor's Representative) and is acceptable to the Client.
- 19.9 The Contractor's Representative will be contactable by the Client and the Client's Representative by mobile telephone and e-mail and will provide an 'on call' contact for times that they are not available.
- 19.10 The Client may at any time by notice in writing to the Contractor object on reasonable grounds to the continuance of any person as the Contractor's Representative. The Client's notice will state the grounds upon which the objection is based. The Contractor will appoint another competent person to replace the person objected to by the Client.

20 Information and Disclosure

Confidentiality

- 20.1 Neither party will make use of or disclose to any third party any Confidential Information, except:
- 20.1.1 with the prior written consent of the other party, such consent not to be unreasonably withheld;
 - 20.1.2 to the extent necessary to perform its obligations under this Contract or obtain professional advice in respect of this Contract, and then only after advising the third party of the confidential nature of the information and obtaining a signed copy of a confidentiality agreement in a form approved by the Client, prior to disclosure of Confidential Information; or

- 20.1.3 as required by law, including but not limited to under the Privacy Act and LGOIMA.
- 20.2 Each party will at any time on request by the other party destroy or return any Confidential Information of the other party in its possession or under its control.
- 20.3 Upon expiry or earlier termination of this Contract, unless retention of Confidential Information is required by the nature of the Contract or by law, the Contractor must, immediately:
- 20.3.1 provide to the Client all Confidential Information; and
- 20.3.2 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.
- 20.4 On the Client's request the Contractor will obtain from the Contractor's employees, agents, subcontractors or advisers, and deliver to the Client, a written confidentiality undertaking in a form acceptable to the Client.
- 20.5 The Contractor must notify the Client without undue delay, but no later than 24 Hours, upon becoming aware that Confidential Information has been used, disclosed or accessed in a manner that may breach the Privacy Act or this Contract. The Contractor will provide all information reasonably requested by the client as to the details and extent of the incident and any subsequent actions taken or proposed to be taken. The Contractor, at its cost, shall cooperate with the Client and take such reasonable steps as are requested by the Client to assist in the investigation, mitigation and remediation of any such security or privacy breach.
- 20.6 Nothing in this clause restricts or affects any right, power or duty the Client may have as a regional Council to disclose or report to any person on this Contract, its terms or the provision of the Works.

LGOIMA

- 20.7 The parties acknowledge that the Client is subject to LGOIMA and that under LGOIMA the Client may be required to release information about the Works and the Contractor.
- 20.8 The Contractor agrees to comply with the requirements of LGOIMA in relation to all information relating to the Client held by the Contractor or its employees.
- 20.9 The Contractor will only release information directly to a third party under LGOIMA if compelled by a competent authority, in which case it will immediately advise the Client as to the information released.

Promotion and Advertising

- 20.10 The Contractor will not conduct any advertising campaigns or promotional activities that refer to the Contractor's or the Client's involvement with the Works without the prior written consent of the Client, other than security and works notification warning signs as are required under this Contract.
- 20.11 The Contractor grants the Client a licence (without charge) to use the Contractor's name, its trademarks (if any) or the name of its products in connection with the Works, to promote the Client.
- 20.12 The Contractor will not at any time take any steps to bring the reputation or good standing of the Client or its trademarks and trade names into disrepute.

Notification of Complaints

- 20.13 The Client's Representative will notify the Contractor's Representative of complaints from the Client or received by the Client from members of the public relating to the Contractor in relation to the undertaking of the Works.
- 20.14 The Contractor will notify the Client of complaints received by the Contractor relating to its Contract and report on complaint resolution in accordance with the procedures set out in the Contractor's Proposal set out at Schedule 10.

21 Reviews, Audits and Inspections

Audits and Inspections

- 21.1 The Client reserves the right to inspect and review (in accordance with Schedule 5) and/or audit any aspect of the Works (**Review**).
- 21.2 The Client may appoint an independent party to conduct the Review of the Works performed by the Contractor (**Auditor**) and the Contractor will provide the Client or the Auditor with such information, assistance and co-operation as is reasonable for the Review to be carried out.

Results of Audits, Inspections and Performance Reviews

- 21.3 Where, as a result of any Review undertaken by the Client, the Client is not satisfied (acting reasonably and in good faith) that the Contractor is adequately performing any aspect of the Works the default is deemed a Service Failure and, the Client may, without limiting its other rights and remedies under this Contract:
- 21.3.1 issue a Performance Notice; and/or
- 21.3.2 make an adjustment to the Charges in accordance with clause 21.7 (Performance Notice).

Performance Notice

- 21.4 Without limiting the Client's rights under this clause 21 (Reviews, Audits and Inspections) and any other rights and remedies available to the Client under this Contract or at law, if there is a Service Failure the Client may issue a Performance Notice to the Contractor detailing the Service Failure and requesting that the Contractor remedy such Service Failure within a specified time.
- 21.5 The Contractor will promptly where possible, or where not possible promptly, as soon as is practicable, at no cost to the Client, remedy any Service Failure in accordance with the Performance Notice.
- 21.6 Where the Contractor fails to meet the requirements of the Performance Notice the provisions of clauses 10.10 and 10.11 (Failure to provide the Works) will apply.
- 21.7 In the event of a Service Failure, the Client may deduct payment from any monthly invoice under this Contract if and only to the extent to which:
- 21.7.1 the Contractor has either, in providing any Works, failed to comply with the requirements set out in this Contract, or has omitted to provide any Works; and
- 21.7.2 the Client has notified the Contractor in writing within 10 days of such failure and if within 7 Working Days after receipt of such notice:
- (a) the Contractor fails to show cause which in the opinion of Client offers reasonable assurance that the default will be rectified; and
- (b) such failure is not directly attributable to any act or omission by the Client under this Contract.
- 21.8 The total amount withheld under this clause will be calculated as set out in clauses 23.7 (Deductions) and 23.8 (Deductions), but not exceed the value of the Works which the Contractor has failed to perform.
- 21.9 This clause does not limit the Client's further remedies under this Contract or at law.

22 Variations

Variations

- 22.1 The Client's Representative may order Variations to the Works within the scope of the Works and also Variations to the scope of the Works.
- 22.2 The Contractor will carry out and comply with any Variations ordered under clause 22.1 (Variations).
- 22.3 The value of Variations will be added to or deducted from the Charges payable to the Contractor.

Variation Orders

- 22.4 The Contractor will not vary the Works without an order in writing from the Client's Representative.
- 22.5 Where the Contractor considers any matter which is not described in clause 22.4 (Variation Orders) should be treated as a Variation, the Contractor will within one month of becoming aware of that matter thereafter give written notice to the Client to that effect. For the purposes of clause 22.4 (Variation Orders) verbal notice which is recorded in written records such as minutes of meetings, correspondence or memoranda held by the Contractor and by the Client's Representative or the Client will not be treated as written notice of a Variation.

Valuation of Variations

- 22.6 The value of any Variation will as far as possible be determined by agreement between the Client and the Contractor. Failing agreement, the value will be determined in accordance with this clause:
- 22.6.1 where the Schedule of Rates contains prices or rates which are not directly applicable, but which have a sufficient relationship to the Variation for it to be reasonable for the new prices to be derived from them, the Client and the Contractor will use these figures as a basis for calculating the value of the Variation;
- 22.6.2 where the valuation of the Variation requires that the Works be monitored or measured, the Contractor will keep a record of all additional Works provided including the times and place in which the Works are provided. This information will be submitted to the Client's Representative on request at the end of each calendar month;
- 22.6.3 if there is no applicable rate in the Schedule of Rates and the Contractor and the Client cannot agree on the valuation of any Variations then the value of the Variation will be such fair value as properly reflects the cost of the service and a reasonable margin for the Contractor compatible with the Contractor's margin on comparable items in the Schedule of Rates.
- 22.7 Notwithstanding clause 22.6 (Valuation of Variations), when a Variation is requested by either the Client or the Contractor the Contractor must provide, within 5 Working Days from receipt of the request from the Client, or where a Variation is requested by the Contractor provide with its request, the following information:
- 22.7.1 whether the proposed Variation can be affected and if so;
- 22.7.2 the effect the proposed Variation will have on:
- (a) the Contract Price;
 - (b) the programme for the relevant aspects of the Works; and
 - (c) the due date for completion of the Works.
- 22.8 Upon receipt of the above information, the Client will, within 5 Working Days of receipt of such response either:

- 22.8.1 authorise the request for variation as a Variation, at which time the Variation will become part of the Works under this Contract;
- 22.8.2 request further information in respect of the request for Variation;
- 22.8.3 where the request for the Variation has been issued by the Client, withdraw the request; or
- 22.8.4 where the request for the Variation has been issued by the Contractor, decline the request.

23 Payments, Reporting and Charges

- 23.1 The Client will pay the Contractor the Charges for performance of the Works under this Contract in accordance with this clause and Schedule 6 (Charges).

Invoices

- 23.2 Unless agreed otherwise in a Statement of Work, the Contractor will issue the Client with invoices for the Charges in accordance with the terms of Schedule 6 (Charges):
 - (a) monthly in arrears for Charges that are fixed (e.g., a fixed monthly charge); and
 - (b) monthly in arrears for Charges that are charged on a time and materials or another variable basis,
 ensuring that each invoice:
 - (c) is a valid tax invoice for the purposes of the Goods and Services Tax Act 1985 where GST is payable;
 - (d) is itemised in a manner that is sufficient for the Client to check the accuracy of the invoice;
 - (e) contains any references that the Client has requested be added to invoices; and
 - (f) is sent by email to the email address for invoices notified by the Client from time to time.
- 23.3 Each valid invoice will, subject to clause 23.4, be payable by s7(2)(b)(ii)
- 23.4 If the Client, acting reasonably, disputes an invoice, it may, provided it raises the dispute within 20 days of receiving the invoice, withhold any disputed sum until the dispute is resolved, but will pay the undisputed portion in accordance with clause 23.2. The Contractor will not be excused from performing its obligations under this Agreement while an invoice is disputed.
- 23.5 The Client may deduct from, or set-off against, any debt owing to the Contractor under this Contract any debt payable to the Client under this Contract, including any amount by which an invoice paid by the Client is subsequently found to have overstated the amount properly payable.

Monthly Report

- 23.6 The Contractor will include the following information in a monthly report:
 - 23.6.1 Specifics on faults and/or damage to equipment including Site and occurrence. A graph mapping the trends over a 12 month period for each line of data entry must be provided to enable the Client to assess the data easily.
 - 23.6.2 Specifics on the maintenance requests received and attended including:

- (a) number of requests received per month;
 - (b) breakdown and detail of type;
 - (c) an overall percentage of the requests which have been satisfactorily resolved and closed within 24 hours of the fault being received (over the month);
 - (d) a graph mapping the recurring faults and damage at each Site over a 12 month period; and
 - (e) incident report sheet, for any callout incident.
- 23.6.3 Updated programme where changes are proposed arising from inspections or notifications.
- 23.6.4 A (one to two page) written report summarising:
- (a) performance against the requirements under this Contract;
 - (b) Variations approved (if any);
 - (c) exceptions;
 - (d) quality assurance issues; and
 - (e) a health and safety report.
- 23.6.5 Full breakdown of minor maintenance items with costs.
- 23.6.6 All the above data to be presented in a format to be specified by the Client with the Client's asset identifiers and location identifiers as supplied by the Client.

Deductions

- 23.7 The parties acknowledge that the deductions set out in this clause reflect the diminished value of the Works to the Client where the Contractor has failed to achieve the Performance Requirements. The Client may make deductions from a claim based on the unit rates set out in Schedule 6 (Charges) on the following basis:

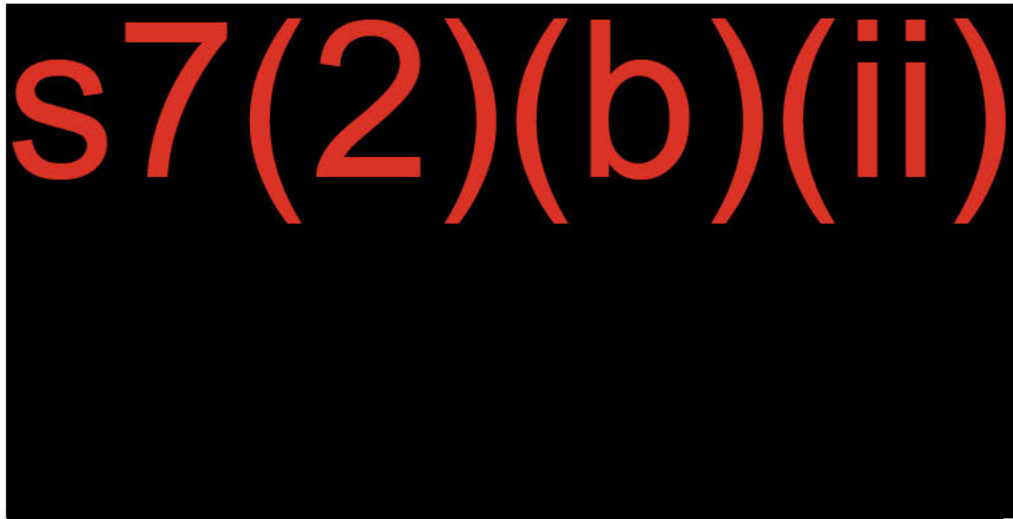
23.7.1

23.7.2

23.7.3

23.7.4

23.7.5



- 23.8 The Client's right to make deductions from any amounts payable to the Contractor under this clause 23 (Payments, Reporting and Charges) does not limit the Client's rights and remedies under the remaining parts of this Contract or at law. In particular, the deductions are not in substitution for and do not limit the Client's rights to recover damages, losses, costs and expenses arising from any failure by the Contractor to meet its obligations under this Contract.

Set Off

- 23.9 The Client may deduct an amount equal to any amount payable by the Client to the Contractor under this Contract, including but not limited to any overpayment made by the Client to the Contractor, from any moneys payable or subsequently becoming payable by the Client to the Contractor under this Contract.

Annual Review of Charges

- 23.10 The parties will undertake an annual review of the Charges in Schedule 6 (Charges) for the Support Services. No later than one month prior to any anniversary of the Commencement Date, the parties will meet to review the Charges in Schedule 6 (Charges).
- 23.11 The labour component of the Charges will be adjusted using the following formula:

$$\text{Cost adjustment} = \text{Rate} \times (\text{LCI current} - \text{LCI previous}) \div \text{LCI previous}$$
 LCI current is the Labour Cost Index applied by Waka Kotahi (NZ Transport Agency's) for maintenance contracts (LCIQ.SE53Z9) most recently published at the time of adjustment. LCI previous is the index as defined under LCI current but for the same quarter in the previous year.
 If at any time any of the indices referred to are no longer published by Statistics New Zealand, or if the basis of any index is materially changed, the adjustment shall thereafter be calculated by using such other index, or in such other manner as will fairly reflect the changes as previously measured by that index.
- 23.12 Other non-labour components of the Charges (such as equipment and parts) will be reviewed and agreed by the parties, considering the cost to the Contractor and a reasonable margin comparable to what is already charged on similar Charges.
- 23.13 Any changes to Charges will be recorded as a Variation.

Goods and Services Tax

- 23.14 In addition to the payment of the Charges and subject to the Client receiving a valid tax invoice for the goods and services which are a supply under the Goods and Services Tax Act 1985 ("GST Act"), the Client agrees to pay the Contractor goods and services tax under the GST Act ("GST") (if any) on those Charges, provided that the Client will not be liable to pay any GST penalties except for late payment penalties accruing when the Client has failed to make payment of the relevant GST to the Contractor when due under this Contract.

Other Taxes

- 23.15 The Client will not be liable for any corporate, personal, withholding taxes or other taxes and levies in respect of the Contractor, its employees, or subcontractors (except as set out in this Contract). The Contractor will indemnify the Client for any claim upon it by the Inland Revenue Department for any such corporate, personal, withholding taxes or other taxes or levies which should have been paid in respect of the Contractor, its employees or subcontractors (except as set out in this Contract).

24 Force Majeure
Force Majeure

- 24.1 Neither party will be liable for any delay or failure to perform its obligations under this Contract if such delay or failure is the direct result of a Force Majeure Event.
- 24.2 If either party is unable to perform its obligations under this Contract as a direct result of a Force Majeure Event such party must give prompt written notice to the other of such inability, stating the reason and giving details of:
- 24.2.1 the causes and likely effect of the Force Majeure Event; and

- 24.2.2 that party's estimate of the likely duration of the Force Majeure Event.
- 24.3 The party relying on the Force Majeure Event must use its best endeavours to:
- 24.3.1 minimise the effects of the Force Majeure Event on the other party; and
- 24.3.2 perform its obligations under this Contract on time notwithstanding the Force Majeure Event.
- 24.4 If a delay or failure to perform the party's obligations under this Contract as a direct result of a Force Majeure Event exceeds 20 Working Days, then either party may immediately terminate this Contract by giving five Working Days written notice to the other party.
- 24.5 This clause will not relieve either party from any obligation relating to a period before the Force Majeure Event arose or after it has ended.

25 Insurance, liability and indemnity

Public Liability Insurance

- 25.1 The Contractor will obtain public liability insurance for the amount set out in Schedule 1 (Contract Details), for any one claim or series of claims arising out of the same occurrence with no limit on the total number of occurrences payable.
- 25.2 All public liability insurance obtained by the Contractor must cover liability for loss or damage to any property, direct and consequential, injury or death or illness to any person, occurring anywhere in New Zealand arising out of the performance of the Works.

Public Liability Insurance - Motor Vehicle

- 25.3 The Contractor will also obtain insurance against public liability arising out of the use of any motor vehicle belonging to or under the custody or control of the Contractor or subcontractors or any other person in connection with the provision of the Works. For the purposes of this clause 25.3 (Public Liability Insurance – Motor Vehicle) the term 'motor vehicle' means any vehicle or equipment which is licensed or required by law to be licensed as a motor vehicle. The motor vehicle liability insurance will be for at least the amount set out in Schedule 1 (Contract Details), for any one claim or series of claims arising out of the same occurrence with no limit on the total payable on the number of occurrences.
- 25.4 The insurances required under clauses 25.1 (Public Liability Insurance) and 25.3 (Public Liability Insurance – Motor Vehicle) will also cover legal liability for damage, loss or injury caused by any act or omission of the Contractor in the course of providing the Works.

Professional Indemnity Insurance

- 25.5 The Contractor will also effect in its own name professional indemnity insurance for all legal liability for the amount set out in Schedule 1 (Contract Details), for any one claim. The Contractor will arrange and keep the professional indemnity insurance cover in force for six years after the Expiry Date or earlier termination of this Contract.

General Insurance

- 25.6 The Contractor will obtain the necessary insurance cover for the Works that are to be carried out under this Contract as reasonably requested by the Client from time to time.
- 25.7 Insurance cover under clause 25.6 (General Insurance) may include, but will not be limited to, cover for the following:
- 25.7.1 the cost of demolition, disposal and preparation of replacement Works;
- 25.7.2 the value of items incorporated or to be incorporated in the Works the cost of which is not included in the Charges;

- 25.7.3 any cost fluctuations in respect of the Works that may occur, where provided for, under this Contract;
- 25.7.4 all temporary works required to be undertaken by the Contractor in providing the Works, that will not form part of the Works; and
- 25.7.5 all materials and equipment in the care of the Contractor to be incorporated into the Works.

General insurance provisions

- 25.8 All insurances effected by the Contractor must be in place prior to the Commencement Date and remain in full force and effect until the Expiry Date or earlier termination of this Contract.
- 25.9 All insurances other than professional indemnity insurance and the public liability insurance will be in the joint names of the Contractor and the Client.
- 25.10 not used
- 25.11 The following provisions will apply to all insurances:
 - 25.11.1 **s7(2)(b)(ii)**
 - 25.11.2 **s7(2)(b)(ii)**
 - 25.11.3 **s7(2)(b)(ii)**
- 25.12 The Contractor will provide to the Client a certificate from the insurer(s) that insurances are in place.
- 25.13 The Contractor will at all times ensure that it will not do, cause or permit to be done anything upon any Site whereby the Client's insurable interest, or any insurance effected by either the Contractor or the Client, may be rendered void or voidable.
- 25.14 If the Contractor fails to arrange or keep in force any insurance required by this Contract, the Client may after notifying the Contractor in writing:
 - 25.14.1 arrange new insurance which complies with the requirements of this Contract; or
 - 25.14.2 take such steps as are necessary to keep the Contractor's insurances in place.

All premiums paid by the Client under clause 25.14 (General insurance provisions) will be reimbursed by the Contractor to the Client. Such amounts will be paid by the Contractor immediately on receipt of written request from the Client, or alternatively set off by the Client against any monies owned by the Client to the Contractor as provided for in this Contract.
- 25.15 In the event the Client does not approve any policy of insurance, it will advise the Contractor of the aspects of insurance not approved. The Contractor will then either have the policy amended as required by the Client or obtain insurance from a different provider, approved by the Client, who will provide cover as required by the Client.

Indemnity

- 25.16 **s7(2)(b)(ii)**

Limitation of liability

- 25.17 **s7(2)(b)(ii)**
 - 25.17.1 the failure of the Client to perform any of the Client's obligations under this Contract;
 - 25.17.2 any negligent act or omission of Client; or

- 25.17.3 the acts and/or omissions of any third party whereas between the Contractor and the Client, the Client is legally responsible for such acts and/or omissions.
- 25.18 The Client and the Contractor will not be liable to the other for any loss of profit, loss of use, loss of Contracts or any other direct, indirect or consequential damage which may be suffered by the Contractor as a result of this Contract except Client's obligation to pay the Charges.
- 25.18.1 The Client will not in any circumstances be liable to the Contractor in respect of the Contractor's vehicles, equipment, tools or trade, merchandise or effects on or about any Site which are damaged, destroyed or stolen.
- 25.19 If the Client is found liable to the Contractor at law, statute, in equity or otherwise arising from the relationship between the Contractor and the Client then, without limiting the Contractor's obligation to indemnify the Client in accordance with clauses 17.7 (Contractor Indemnity) and 29.3 (No Agency, Employment Contract or Partnership) the Client's liability is limited to an amount equal to the Charges paid by the Client to the Contractor during the two month period prior to the event giving rise to the liability.
- 25.20 If the Contractor is found liable to the Client at law, statute, in equity or otherwise arising from the relationship between the Contractor and the Client then without limiting the Contractor's obligation to indemnify the Client in accordance with clauses 17.7 (Contractor Indemnity) and 29.3 (No Agency, Employment Contract or Partnership) the Contractor's maximum aggregate liability under this Contract for all claims that may arise under it or in relation to the performance of the Works is limited to s7(2)(b)(ii)

26 Dispute Resolution

Dispute Resolution

- 26.1 Without limiting the application of the clauses below relating to dispute resolution, in the event of a dispute arising under this Contract, the parties will actively and openly endeavour to amicably settle such dispute themselves, with a view to achieving prompt resolution.
- 26.2 Any party may require any dispute arising out of or in connection with this Contract, which has not been resolved within 10 Working Days, to be referred to mediation.
- 26.3 The mediator will be appointed by the parties or, where the parties cannot agree on a mediator within 10 Working Days of a party referring a dispute to mediation, appointed by the chairperson of AMINZ or the chairperson's nominee.
- 26.4 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 10 Working Days following appointment of the mediator, in accordance with the guidelines set by the mediator.
- 26.5 The costs and expenses of the mediator will be shared by the parties equally.
- 26.6 Clause 26.1 to 26.5 (Dispute Resolution) 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.

27 Termination

Early Termination

- 27.1 If any of the following events occur, the Client may immediately terminate this Contract by notice in writing to the Contractor:

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- 27.1.1 the Contractor has a petition presented or an order made, or an effective resolution passed, or analogous proceedings taken for its bankruptcy, liquidation, dissolution or winding up (except for the purposes of solvent reconstruction);
 - 27.1.2 the Contractor has an encumbrancer, receiver, liquidator, trustee or similar officer take possession of, or be appointed with respect to all or any part of its business, assets or undertakings;
 - 27.1.3 the Contractor enters into an arrangement or composition with its creditors, or any similar arrangement or composition is made under any applicable law, or the Client has a reason to believe the Contractor will enter into such an arrangement or composition;
 - 27.1.4 the Contractor has breached one of the warranties set out in clauses 15.1.2 to 15.1.6 ;
 - 27.1.5 the Contractor has effected an assignment as described in clause 29.5 (Assignment by the Contractor) without the Client's consent as required under clause 29.5 (Assignment by the Contractor);
 - 27.1.6 the Contractor is, in the opinion of the Client, failing in a material respect to perform or comply with its obligations under this Contract;
 - 27.1.7 the Contractor repeatedly fails to perform or comply with its obligations under this Contract whether those obligations are minor or significant; or
 - 27.1.8 the Contractor has breached this Contract and, if the breach is capable of remedy, the Contractor has not remedied the breach within 10 Working Days after receiving notice from the Client requiring that the breach be remedied or where such notice contains any other time by which the breach must be remedied by the time stated in that notice.
- 27.2 Notwithstanding clause 27.1 (Early Termination), the Client may terminate this Contract without cause at any time by giving the Contractor two months prior written notice.

Disengagement and Consequences of Termination

- 27.3 Without limiting any other rights and remedies of the Client, on termination of this Contract (whether at the end of the Term or otherwise) the Contractor will:
- 27.3.1 as requested by the Client, wind down the provision of the Works over a period of time agreed by the parties to allow for the orderly transition of the Works to the Client and/or any nominated alternative contractor;
 - 27.3.2 in addition to its obligations under clause 27.3.1 (Disengagement and Consequences of Termination), provide such information (free of charge), assistance and full co-operation as the Client requires to allow the Client to make an orderly transition of all or any of the Works to the Client and/or any nominated alternative Contractor;
 - 27.3.3 as requested by the Client, use its best endeavours to transfer to the Client the benefits of all subcontracts that it has entered into and/or licences that it has been granted which relate to the Works or are otherwise required for the provision of the Works; and
 - 27.3.4 immediately provide to the Client all Information held by the Contractor in relation to the Works. The Contractor will also, if requested by the Client, provide reasonable comment or explanation as to that Information.
- 27.4 Upon termination of this Contract, the Client will pay to the Contractor:
- 27.4.1 all Charges due and owing to the Contractor as set out in any relevant payment schedule; and
 - 27.4.2 payment for all Works provided to the date of termination as determined in accordance with clause 23 (Payments, Reporting and Charges).

28 Notices

Notices

- 28.1 All notices and other communications by one party to the other provided for or permitted under this Contract are to be in writing and sent by registered mail with postage prepaid or by hand delivery or by email to the relevant person at the address, or email address set out in Schedule 1 (Contract Details), or to such other address, email address as specified by notice in writing by a party to the other.
- 28.2 A communication sent within New Zealand is deemed to be received:
- 28.2.1 if sent by hand delivery, on delivery;
 - 28.2.2 if sent by registered mail with postage prepaid, on the third Working Day after posting; and
 - 28.2.3 if sent by email, on the next Working Day following receipt of acknowledgment from the intended recipient that the email has been received.
- 28.3 If a notice, consent, information or request is delivered, or an error free transmission report in relation to it is received on a non-Working Day or after 5.00 pm on a Working Day, it will be deemed as received at 9.00 am on the next Working Day.

29 General

No Agency, Employment Contract or Partnership

- 29.1 Nothing in this Contract constitutes the parties as a partnership or as agents for each other. No party has any authority to bind the other or act on its behalf except to the extent expressly provided for by this Contract.
- 29.2 The parties expressly acknowledge that this is not a Contract of employment but rather requires the Contractor to supply specific Works as an independent contractor.
- 29.3 The Client will not be liable for any corporate, personal, withholding taxes or other taxes and levies in respect of the Contractor, its employees, or subcontractors (except as set out in this Contract). The Contractor will indemnify the Client for any claim upon it by the Inland Revenue Department for any such corporate, personal, withholding taxes or other taxes or levies which should have been paid in respect of the Contractor, its employees or subcontractors (except as set out in this Contract).

Entire Contract

- 29.4 This Contract (including all the Schedules and attachments) records the entire arrangement between the parties relating to the provision of the Works and supersedes all previous arrangements, whether written, verbal or both.

Assignment by the Contractor

- 29.5 The Contractor may not assign its interests under this Contract or any part of it without the prior written consent from the Client. The assignment or transfer of shares in or the restructuring of the Contractor so that effective management or control of the Contractor passes to persons other than those holding it at the date of this Contract will be an assignment of this Contract for the purpose of this clause.

Assignment by the Client

- 29.6 The Client may assign or otherwise dispose of any of its rights or interests in, or obligations or liabilities under this Contract to any party and the Contractor hereby consents to any

assignment or disposition of that nature and will sign any reasonable documentation required by the Client to give effect to such assignment.

Amendment

29.7 This Contract cannot be amended, modified, varied or supplemented except in writing signed by the Client and the Contractor.

Exclusivity

29.8 Nothing in this Contract will imply that the Client will utilise the services of the Contractor for provision of the Works at any location not listed in Schedule 3, and nothing in this Contract will imply that the Client will utilise the services of the Contractor when the Contractor is unable to provide Works in response to the Client giving the required notice stated in the Contract and/or the Schedules.

Severance

29.9 The illegality, invalidity or unenforceability of any provision in this Contract will not affect the legality, validity or enforceability of any other provisions.

Waiver

29.10 A party will not be deemed to have waived a right under this Contract except by notice in writing signed by that party. No waiver of any breach of this Contract is a waiver of any other or subsequent breach. No failure of a party to enforce any right under this Contract is a waiver of that right.

Costs

29.11 Each party will bear its own cost incurred in the preparation and execution (and if applicable, renewal) of this Contract.

Precedence

29.12 In the event of any conflict and/or ambiguity between the general conditions of this Contract and the Schedules (or between any of the Schedules) the general conditions (all clauses of this Contract) will take precedence over all Schedules.

Publicity

29.13 The Contractor must not make any public announcement or representation to any media representative about this Contract or anything in relation to it without the Client's written consent.

Regional Council

29.14 The Contractor acknowledges that the Client is the regional council for the area in which the Works are to be provided, and that in terms of its regulatory functions as a regional council the Client must act as an independent regional council and not as a party to this Contract. Any consent or approval of the Client acting as a party to this Contract will not be construed as a consent or approval of or bind it in its regulatory capacity.

Survival

29.15 The clauses in this Contract relating to indemnity, confidentiality, Intellectual Property and limitation of liability survive the termination or expiry of this Contract.

Not Binding Until Executed

29.16 This Contract will not be binding on the Client until it has been duly executed by the Client.

Governing Law and Jurisdiction

29.17 The law applicable to this Contract and any matters arising out of it will be the law of New Zealand. In executing this Contract, the parties submit to the non-exclusive jurisdiction of the Courts of New Zealand.

30 Execution

This Contract was executed on s7(2)(b)(ii)

Signed as an agreement by the Wellington Regional Council

s7(2)(a)

By Nigel Corry, Chief Executive under delegated authority

in the presence of:

s7(2)(a)

Witness signature:

Witness name: Rebecca Dobbs

Address: 29 Palmer Cres, Upper Hutt

Occupation: Executive Assistant

Signed by **Red Wolf Security Limited**

by s7(2)(a) General Manager

s7(2)(a)

in the presence of:

Witness signature:

Witness name:

Address:

21 - 23 Pretoria Street, Lower Hutt

Occupation:

Senior Account Manager

Schedule 1 - Contract Details

Contract Term

- 1.1 The Commencement Date of the Contract is the date on which the Contract was last signed.
- 1.2 The Effective Date for the provision of the Services detailed at Schedules 2 (Security System) and 3 (Specifications and Requirements) is 1 July 2024.
- 1.3 The Effective Date for the Services detailed at Schedule 4 (Support and Maintenance Services) is 1 July 2024.
- 1.4 The Expiry Date of the Contract is 30 June 2028.
- 1.5 The Contract may be renewed for three further two year periods.
- 1.6 The final end date (which includes all extensions of the Contract, if any) will not be later than 30 June 2034.

Contact Details

1.7 The addresses for notices are:

Client Name	Address
Greater Wellington Regional Council	PO Box 11646, Wellington 6011
Mobile:	
Email:	
Contractor Name	Address
Red Wolf Security Limited	21-23 Pretoria Street, Lower Hutt 5010
Phone: 04577 8908	
s7(2)(a)	

or such other address that each party may notify in writing from time to time.

Key Personnel

1.8 The following are the Key Personnel for the Contract:

Client's Key Personnel Position	Key Personnel
Client's Contract Manager	Mitchell Davis (Rail)
	Raymond Malcom (Bus)
Client's Representative	Nathan Briggs (Rail)
	Hamish Burns (Bus)
Contractor's Key Personnel Position	Key Personnel
s7(2)(a)	

Liability and Insurance

1.9 The following are the Liability and Insurance requirements of the Contract (refer clause 25 of the Contract):

Public liability insurance amount	\$	s7(2)(b)(ii)	
Professional indemnity insurance amount	\$	s7(2)(b)(ii)	
Motor vehicle public liability insurance amount	\$	s7(2)(b)(ii)	
General insurance		As required by the Client	

Schedule 2 – Security System

Introduction

This schedule describes the overall structure of the Security System which encompasses the CCTV Solution as well as the Jacques PA and Emergency call point System, intruder alarm systems, Gallagher Electronic Access Control System (EACs), managed switches and RF links.

CCTV System:

- 1.1 The Client will own and use the Camera Surveillance System to assist with the monitoring and maintenance of physical assets at the Sites and for the promotion of safety, crime prevention and investigation purposes (**Purpose**).
- 1.2 The Camera Surveillance System will comprise:
 - 1.2.1 Bosch™ CCTV cameras;
 - 1.2.2 Bosch™ digital video recorders;
 - 1.2.3 devices that protect the external elements of the Camera Surveillance System from damage including but not limited to camera 'dome-type' and 'box-type' housings, equipment cabinets, and the like;
 - 1.2.4 software and associated equipment and licences necessary to operate the Camera Surveillance System for the Purpose including, but not limited to:
 - (a) software that allows the Client and selected designated other parties to access the Camera Surveillance System and to access and operate specific cameras within the Camera Surveillance System;
 - (b) video management (BVMS) and processing software including motion detection and analytic software and the means to access historic and real-time images
 - 1.2.5 power supplies, cabling and ancillary installation hardware;
 - 1.2.6 camera mounting poles, brackets, and the like;
 - 1.2.7 cabling and conduits.

Jacques:

- 1.3 Jacques is our public address and intercom system at outer rail stations including:
 - 1.3.1 the master station at Wellington station,
 - 1.3.2 handsets at outer stations (being decommissioned),
 - 1.3.3 orange ECP's (Emergency Call Points), call point steel plinths and mounts,
 - 1.3.4 Jacques IP audio modules,
 - 1.3.5 Toa Amplifiers,
 - 1.3.6 Speaker cabling,
 - 1.3.7 A range of Toa and Jacques PA speakers to suit area that are vandalism-resistant, software, and
 - 1.3.8 2 servers.

Intruder alarm systems:

- 1.4 Standalone alarm systems at Sites that are monitored.

Managed Switches:

Rail assets have a large network of Allied Telesis POE Managed switches that supports the CCTV and Jacques assets.

RF Links:

- 1.5 Point-to-point RF links on sites. Cambium 5GHz links are specified for new installations or replacements.

UPS:

- 1.6 Uninterrupted power supplies, situated within data cabinets to support equipment for a period of time when mains power fails. There are a number of UPS's that support the router of our telecommunications provider 2degrees. The UPS's are in scope of this contract but the routers are not.

Gallagher Access Control System:

- 1.7 Gallager electronic control system for outer stations including controllers and mag locks, keypad terminals, master PC (Rail Monitoring Centre - Wellington Station), software and licensing, and key fobs

Schedule 3 - Specifications and Requirements

- 1.1 For the avoidance of doubt, all specifications in this section are Specifications under the Contract and, combined with any system requirements set out in this clause, are Performance Requirements under the Contract.
- 1.2 All elements, including but not limited to equipment, installation sites and methods and programming, of the Camera Surveillance System any new additions to the Camera Surveillance System requested by the Client from time to time, are to be at a minimum of a high quality, secure, fit for the Purpose and enable the Client to easily and quickly fulfil the Purpose.
- 1.3 Without limiting the general nature of the requirements set out in this contract, all elements of the Camera Surveillance System must:
- 1.3.1 be in top operating order, reliable, and enable rapid access to and ease of operation of, all or part of the Camera Surveillance System for the Purpose;
 - 1.3.2 be consistent and standardised across the Network and across the greater Wellington region (**Region**);
 - 1.3.3 be fully compatible and interoperable with, all existing 'parent' CCTV systems across the Network (if any).
 - 1.3.4 be capable of being connected to and if necessary, monitored and operated via the communications networks of the Client and the Contractor's monitoring station;
 - 1.3.5 be capable of being monitored in real-time at short notice on request from the Client or any other party authorised under the Contract to access any part of the Camera Surveillance System;
 - 1.3.6 produce high quality Camera Footage and enable easy and rapid access to and retrieval of Camera Footage at the time and in the manner specified in the Contract and on instruction from the Client from time to time.
 - 1.3.7 be installed, supported, and maintained in accordance with Good Industry Practice using appropriate methods, software, and hardware to ensure that the Camera Surveillance System is highly secure.
- 1.4 Any additions, alterations, extensions, reconfiguration, or maintenance of the Camera Surveillance System are to be completely compatible with the installation, equipment brands, architecture, and set-up of the Client's existing CCTV systems across the Region including but not limited to those installed under the Agreement.
- 1.5 Without being an exhaustive list, the above consistency and compatibility is required to preserve:
- 1.5.1 the integrity and availability for service of the parent CCTV system.
 - 1.5.2 familiarity for approved operators and service personnel.
 - 1.5.3 contestability of supply and support — hence no exclusive proprietary systems or components are permitted.
 - 1.5.4 the possibility of expansion of the Camera Surveillance System to other organisations in the future, for example for the purposes of networking other agencies' CCTV systems, or full real-time monitoring, or general integration of compatible systems to increase the power and utility of the crime prevention resource.
- 1.6 The exact specifications and design of any part of the Camera Surveillance System at a given Site, be that an existing Site or a new site, will be confirmed in discussion with the Client. These discussions will identify:
- 1.6.1 the exact purpose of the work.

- 1.6.2 the scope of any new CCTV equipment, alterations, and all other works likely to be required to complete the works and achieve their stated purpose;
- 1.6.3 indicative budget and timeframes for completion of the works.
- 1.7 The Camera Surveillance System must be designed, installed, or established so that any outputs of the Camera Surveillance System, including Camera Footage, must only be viewed, or accessed in accordance with the terms of the Contract and in particular the privacy, security and accessibility requirements set out in the Contract.
- 1.8 Ongoing maintenance of the Camera Surveillance System is covered in Schedule 4.
- 1.9 Transdev Wellington Limited (TDW, Transdev) provides CCTV monitoring services to the Client for the rail CCTV solution. The Contractor will need to factor Transdev's services into their transition plan and work closely with Transdev to correctly identify interdependencies and roles and responsibilities. Transdev:
 - 1.9.1 retrospectively views data downloaded from the Security System at all rail sites,
 - 1.9.2 monitors for safety of Metlink customers, asset protection operational functionality of the Security System 24 hours a day, 365 days a year, and
 - 1.9.3 identifies defects in the Security System and performs remediation per the contract.
- 1.10 We have a small phone network that connects our Jaques system to the outside phone network. We installed this because the Jaques intercom system does not connect to external phone lines. The chosen supplier will be required to maintain the Jacques system up to the demarcation with the incoming phone network, and provide assistance trouble shooting with Online Communications, to remediate in a timely manner.

Sites and Level of Service (LoS)

- 1.11 Stations and Bus Stops have been broken down into Very high, High, Medium, and Low LoS. The table below outlines the minimum levels of service we require at each Site.

Very High (>10,000 Passengers/Week) Vandalism Hot Spot Or critical infrastructure	High (<10,000 and >5,000 Passengers/Week)	Medium (<5,000 and >2,000 Passengers/Week)	Low (<2,000 Passengers/Week)
Rail monitoring centre Revera data centre core infrastructure. KiwiRail server room Train Stations: <ul style="list-style-type: none"> • Wellington Railway Station • Petone station / park and rides • Waterloo station / park and rides • Upper Hutt station / park and rides • Porirua station /Park and Ride • Paraparaumu station / park and rides • Waikanae station / park and rides 	Train Stations: <ul style="list-style-type: none"> • Woburn Railway Station and Park and Rides Silverstream Railway Station and Park and Rides <ul style="list-style-type: none"> • Trentham Railway Station and Park and Ride • Raroa • Johnsonville • Redwood Railway Station and Park and Rides • Tawa Railway Station and Park and Ride 	Train Stations: <ul style="list-style-type: none"> • Melling Railway Station and Park and Ride • Ava Railway Station • Manor Park Railway Station and Park and Ride • Heretaunga • Wallaceville Railway Station and Park and Rides • Crofton Downs Rail way Station and Park and Ride 	Train Stations: <ul style="list-style-type: none"> • Ngauranga • Wingate • Box Hill • Kenepuru • Maymorn • Woodside Railway Station and Park and Ride • Solway • Renall St

<p>Very High (>10,000 Passengers/Week) Vandalism Hot Spot Or critical infrastructure</p>	<p>High (<10,000 and >5,000 Passengers/Week)</p>	<p>Medium (<5,000 and >2,000 Passengers/Week)</p>	<p>Low (<2,000 Passengers/Week)</p>
<p>Train Rolling Stock Yards:</p> <ul style="list-style-type: none"> • West Yard Wellington • Waikanae Yard • Paekākāriki Yard • Upper Hutt Yard • Masterton Yard <p>Train Station Vandalism Hot Spots:</p> <ul style="list-style-type: none"> • Taita • Naenae • Eponi • Pomare 	<ul style="list-style-type: none"> • Linden Railway Station • Paremata Railway Station and Park and Rides • Plimmerton Railway Station and Park and Rides <p>Bus Hubs:</p> <ul style="list-style-type: none"> • Lambton Interchange • Brooklyn Hub • Miramar Hub • Newtown Hub • Kilbirnie hub • Johnsonville Hub • Karori Hub • Bunny Street • Living Pa (Kelburn Parade) • Paraparaumu 	<ul style="list-style-type: none"> • Ngaio Railway Station and Park and Ride • Awarua Street • Simla Crescent • Khandallah Railway Station and Park and Ride • Takapu Road Railway Station and Park and Ride • Mana Railway Station and Park and Rides • Pukerua Bay Railway Station and Park and Rides • Paekākāriki station Railway Station and Park and Rides • Featherston Railway Station and Park and Ride • Carterton Railway Station and Park and Ride • Masterton Railway Station and Park and Ride <p>Bus Driver Facility:</p> <ul style="list-style-type: none"> • 248 Thorndon Quay <p>Bus Driver Toilets</p> <ul style="list-style-type: none"> • Miramar • Karori • Highbury • Wadestown • Houghton Bay • Wilton • Lyall Bay 	

Very High: 10,000+ passengers a week, or has a rolling stock stabling yard, or is a vandalism hot spot.

- For rail stations, multicast PA broadcast receiving essential.
- For rail stations, duress point communication essential
- Maximum resolution of all CCTV cameras essential, HD 1080p, 4K in future.
- Offsite CCTV recording, with SD card backup in cameras.
- Very High level of network resiliency (99% uptime)
- UPS to support system for 1 hour in event of power outage
- Stabling yard has perimeter alarms enabled.
- Faults attended to per Schedule 4

High:

- For rail stations, Multicast PA broadcast receiving essential.
- For rail stations, Duress point communication essential
- Minimum High-resolution cameras (720p or 1080p)
- Offsite CCTV recording, with SD card backup in cameras.
- High level of network resiliency
- UPS to support system for 45mins in event of power outage
- Faults attended to per Schedule 4

Medium:

- Multicast PA broadcast receiving essential.
- Duress point communication essential
- Minimum medium resolution cameras (720p)
- Offsite CCTV recording, with SD card backup in cameras.
- UPS to support system for 30 minutes in event of power outage
- Faults attended to per Schedule 4

Low:

- Multicast PA broadcast receiving essential.
- Duress point communication essential
- Minimum standard resolution cameras
- Offsite CCTV recording, with SD card backup in cameras.
- UPS to allow safe shut down of equipment in event of power outage.
- Faults attended to per Schedule 4

Contract Quantities

- 1.12 The quantities used in the Schedule 6 Charges are estimated from previous years maintenance and renewal works undertaken. The actual quantities may vary from those in the Schedule 6 Charges. The Contractor shall have no rights to claim for additional payments if the quantity of work differs significantly except for measure and value entitlements in accordance with the contract.

Public Notification

- 1.13 Where Site access is materially impacted by Works, signs shall be posted at the entrance and access to the Site two Working Days before the repairs advising the public of restricted availability or closure of car parks, for example. Signs shall be readable on entering the Site and be a minimum of one metre square. This requirement shall be agreed in consultation with the Client's Representative.
- 1.14 In addition to the signs and where practicable, notices advising of the type of work, extent of closure, times and date, bad weather back up plan and contact details for the Contractor shall be placed on every car windscreen, two days before the work commences. A copy of the notice shall be forwarded to the Client's Representative for approval.
- 1.15 The Client will also provide public information signs (typically Corflute) which the Contractor shall erect on temporary fencing or plywood boards in prominent locations which are to be agreed with the Client's Representative.

- 1.16 Where parking bays are to be closed off for public use, these shall have barriers erected before 6:00am on the day of work.

Moving Vehicles

- 1.17 The Contractor has no authority to move any vehicles that are parked in an area cordoned off for maintenance work whether or not it was parked before or after the barriers were erected. The Client shall be responsible for organising the movement of the vehicles.

Hazards

- 1.18 The Contractor shall establish and maintain a register of hazards for the Site in which the Contractor shall record any identified significant hazard, the date it was identified, and any steps taken to eliminate, isolate or minimize the significant hazard.
- 1.19 The hazards should include, but not be restricted to:
- Traffic (volume and speed)
 - Hazardous materials
 - Visibility of the worksite to users of the roads and footpaths
 - Noise
 - Asbestos
 - Driver/cyclist/pedestrian behaviour
 - Special needs people including children and those with disabilities.
 - Fall hazard including that for excavations, structures, or open manholes.
 - Tree work (e.g., fallen boughs, branches, fallen trees, chainsaws, working at height, etc.)
 - Plant and equipment.
 - Excavations
 - Weather (sun, storms, wind, rain, ice)
 - Construction plant and equipment
 - Reversing plant and vehicles
 - Confined spaces
 - Hot bitumen and asphalts
 - Concrete
 - Manual lifting and handling of heavy items
 - Working at heights over 1m
 - People and pedestrian movements
 - Dust from cutting concrete, asphalts, timber, etc.
 - Underground/Overhead cables and services - Note: services may not always be in the location and depth required or indicated on plans or as marked out.
 - Existing drainage and ditches
 - Rail Corridor
 - Covid 19
 - Trains
 - Overhead lines

Quality Assurance

- 1.20 The Contractor shall employ a Quality Manager who is responsible for producing and managing the Quality Plan, certifying all Quality Assurance documentation, maintaining a file of all Quality Assurance documentation, communications and test results and liaison with the Client's Representative on all matters relating to Quality Assurance. The Quality Manager may hold other positions at the same time. The Contractor shall not change the Quality Manager without the Client's Representative's approval in writing which shall not be unreasonably withheld.

Quality Plan

- 1.21 The Contractor shall prepare a Quality Plan for the execution of the Contract Works in compliance with NZTA Quality Assurance Standard TQS2 and shall submit a copy of the

Quality Plan to the Client's Representative within 10 Working Days of award of the Contract and prior to commencing physical works under the Contract. The plan shall include but is not limited to:

- (a) Methods of ensuring all materials comply with the requirements of the Contract.
- (b) A procedure to ensure the Contractor complies with its reporting obligations under the Contract.
- (c) Methods of ensuring all work practices are complied with the requirements of the Contract.
- (d) Methods of ensuring how Subcontractor's performance is to be monitored and maintained.
- (e) Record keeping.
- (f) Requirements for the level of documentation and signing off of Contract Works as complete.
- (g) Procedures to ensure that all persons engaged in undertaking the Contract Works are qualified, experienced, and trained for that work.
- (h) Testing
- (i) Auditing
- (j) 24hour contract communication system

- 1.22 The Client's Representative shall advise acceptance or otherwise of the Quality Plan within five Working Days of receipt.
- 1.23 No work, other than establishment shall be performed prior to the acceptance by the Client's Representative of the Quality Plan.
- 1.24 The Quality Plan shall be reviewed on instruction and prior to undertaking any car park extensions or the construction of new car parks. Any updates to the Quality Plan for such work shall be done as an addendum and submitted to and approved by the Client's Representative prior to commencing work.
- 1.25 The execution of the Contract Works shall be carried out in accordance with the Quality Plan. The Contractor shall provide the Client's Representative with reasonable access to its workplaces and quality systems for the purposes of monitoring compliance with the Quality Plan.
- 1.26 The Contractor shall regularly audit compliance with the Quality Plan. These audits shall be undertaken at regular intervals throughout the term of the Contract and copies of all audits shall be promptly provided to the Client's Representative.
- 1.27 The implementation of a Quality Plan and the approval of a Quality Plan by the Client's Representative shall not relieve the Contractor from its obligations under the Contract.

Temporary Traffic Management - General

- 1.28 Traffic Management shall be in accordance with NZTA Code of Practice for Temporary Traffic Management (COPTTM) for work in commuter car parks and the requirements of the relevant Road Controlling authority for work on the road reserve.
- 1.29 To ensure the safety of Contractor's staff, Metlink staff, members of the public on Site and road users, a high standard of traffic management complying with COPTTM is required. Before starting any physical works, the Contractor shall submit in writing for approval, to either to the Client's Representative for work in commuter car parks or the road controlling authority for work on road reserve, a Traffic Management Plan detailing the methodology for traffic management during the works.
- 1.30 Generic Traffic Management Plans shall be used for all works, as agreed with the Client's Representative.
- 1.31 No physical works shall commence on the site prior to obtaining written approval of the Contractor's Traffic Management Plan a copy of which shall be forwarded to the Client's Representative when approved by a road controlling authority. The Contractor is to advise all staff and Subcontractors working on the site of their responsibilities to the STMS.

- 1.32 If two notices are issued on separate occasions regarding non-compliance to the Traffic Management Plan, then the STMS shall be replaced with a more competent person. It may be necessary to suspend the work until a person, approved by the Client's Representative can be appointed. Any suspension of work shall not entitle the Contractor to additional payments.

Temporary Traffic Signs

- 1.33 The Contractor is to pay particular attention to the cleaning of all temporary traffic signs, ensuring the visibility of signs, and the secure mounting of signs and barriers so that they do not damage vehicles or pose a risk to anybody in windy conditions.

Maintenance of Surface and Temporary Traffic Ways

- 1.34 Work shall be carried out in a manner to protect the Contract Works and permit safe and convenient passage of all users, including non-motorised users, over the Contract Works. All traffic ways shall be maintained to be negotiable to pedestrians and traffic under all weather conditions.
- 1.35 It shall be necessary to maintain access to and around the Site for pedestrians, cyclists, and vehicles at all times.
- 1.36 No potholes, rutting or any other faults are to go unattended for more than four hours. The Contractor's repair method shall be such that the repair lasts until at least the next Working Day.

Progress Meetings

- 1.37 The Contractor shall attend progress meetings conducted by the Client's Representative every two months throughout the duration of the contract unless otherwise agreed with the Client's Representative. The Client shall determine the time and venue of such meetings and prepare an agenda in consultation with the Contractor. The Contractor shall prepare a report for each progress detailing:
- (a) Health and Safety report
 - (b) Environmental controls and issues
 - (c) Quality assurance issues
 - (d) Achievement against programme
 - (e) Variations approved.
 - (f) Exceptions
 - (g) Extensions of time
 - (h) Risks and issues
- 1.38 The Client's Representative shall, at each of the two monthly meetings, provide details of the upcoming 12-month work program to allow the Contractor to accurately forecast resourcing to support the program.
- 1.39 The Client's Representative shall prepare and distribute minutes of these meetings.
- 1.40 The Contractor will co-ordinate and host an annual technology meeting with the Client to showcase new and emerging security products and services relevant to the scope of this contract.
- 1.41 The Client's Representative shall call the first meeting within 7 Working Days of the Contract being signed.

Waste Disposal

- 1.42 The Contractor shall make its own arrangements for dump site(s) for the disposal of waste, including special waste, and the cost of all such arrangements shall be incorporated in the appropriate scheduled rate(s). The dump area(s) shall have all weather access.
- 1.43 Recognised dump sites are the landfill sites operated by the local authorities. Should the Contractor use site other than the local authorities' landfill sites, it shall be the Contractor's responsibility to ensure that all consents, including resource management consents, are

obtained. Copies of consents shall be provided to the Client's Representative detailing consent conditions.

- 1.44 The Contractor is encouraged to recycle all waste material whenever practicable.

Separate Contractors on Site

- 1.45 The Contractor is advised of the possibility that separate contractors may require access to sections of the Site for work unrelated to the Contract. This could include agents, road controlling authorities, utility owners, railway maintenance contractors and electrical contractors.

Standards of Workmanship

- 1.46 Because this work involves public safety and is under continual scrutiny by the public, high standards of work are required. Only skilled operators and experienced staff shall be employed on the work in the key positions.
- 1.47 Where work is below the required minimum standards, it shall be rejected, and the work shall be reinstated by the Contractor at its cost.

Plant and Equipment

- 1.48 The Contractor shall provide and maintain in good and reliable order and condition, all plant, and tools necessary for the successful completion of the Contract Works.
- 1.49 All plant and equipment used shall be highly visible by appropriate painting so that the public can easily identify it as construction plant.
- 1.50 The plant and equipment shall be matched to the scale of the work and shall be operated to avoid damage to the existing pavement surface or structures adjacent to the Site.
- 1.51 The Client's Representative may order the removal from the site excessively weighted or sized plant that adversely affects the condition of the Site.
- 1.52 If any plant, materials, or equipment are left within the car park or road reserve after a day's work, they must be positioned at least 2.5 metres outside the nearest white edge line or within the Contractors approved work area and shall be so sited that a vehicle driver's view of the way ahead is not obstructed or reduced.
- 1.53 The following specific requirements apply to the use of plant:
- (a) Tracked machines shall not be operated on surfaced pavement.
 - (b) Care shall be taken to ensure that vibrating rollers are not manoeuvred on the pavement outside the extent of repair with vibrating mechanisms operating.
 - (c) All equipment shall be operated on surfaced pavements such that the turning or traction impact of the tyres on the surfacing does not cause displacement of the surfacing materials.
 - (d) Care shall be taken when operating equipment with steel blades or buckets on the area surrounding repair sites to minimize the damage to the surfacing materials through the scraping action of the blades, buckets, etc.
 - (e) Equipment that is leaking oil or fuel shall be removed immediately from the surfaced pavement and shall not be employed on the works until the oil/fuel leakage is repaired.
 - (f) Bitumen or emulsion spraying equipment that is resulting in the deposition of bitumen outside the area being repaired shall be removed immediately from the surfaced pavement.
 - (g) The sizing of loader buckets and digger buckets shall always be suitable for the length and width of excavations on which they are being used and over excavation to suit the sizing of available equipment is not acceptable.
 - (h) Any additional time or costs incurred by the Contractor due to equipment failure, will be absorbed by the Contractor and not the Client.

Protection of Network Utilities

- 1.54 The Contractor shall be responsible for ensuring that all Network utility services both underground and above ground within the area of the Contract Works are identified and either relocated or protected from damage. Any potential reduction in final surface cover, of an underground service, below the minimum required by the relevant authority, is to be advised to the Client's Representative prior to proceeding with excavation.
- 1.55 Utility owners are to be notified a minimum of 5 Working Days prior to commencement of work for the issue of clearance plans and at least 48 hours prior to excavating.
- 1.56 Extreme care is required at all times when working in the vicinity of services. Before digging, services are to be located by hand or vacuum excavation. The Contractor shall be responsible for any damage or claims of compensation arising from damage to utility services caused by the Contractor.
- 1.57 When undertaking works in the vicinity of underground cables and services, the Contractor shall comply with the Utility owners' requirements and regulations. This shall include undertaking the work under the supervision of the Utility owner.

Minimum Distances for Work Near Electricity Lines

- 1.58 All works in the vicinity of electricity lines shall be carried out in full compliance with Electricity Act 1992, Electricity Regulations, and the Electricity Code of Practice NZECP 34 and other Electricity Codes of Practices issued by WorkSafe. The Contractor shall comply with any lines company consents that may be necessary.

Protection of Survey Marks

- 1.59 The Contractor must contact the Land Information New Zealand area office at least 10 Working Days in advance of any work that may impact on any survey marks. Where offsetting and replacement of survey marks is required, then this is to be carried out by a Registered Surveyor appointed by Land Information New Zealand.

Dust, Noise and Fumes

- 1.60 The Contractor shall not use machinery that creates significant dust, noise, or fumes. The Contractor shall comply with discharge restrictions in the relevant regional plans at all times.
- 1.61 The Contractor shall comply with noise restrictions in the relevant district plans at all times.

Erosion and Sediment Control

- 1.62 The Contractor shall ensure that contaminants, pollutants, and water runoff generated by the Contractor's operations, which could enter stormwater systems, are adequately contained, and removed from site. Erosion and sediment control shall comply with the requirements of Greater Wellington Regional Council's Erosion and Sediment Control Guidelines for the Wellington Region (dated September 2002). The Contractor is required to present an Erosion and Sediment Control plan to show how this will be achieved to the satisfaction of the Client's Representative.

Cleanliness of the Site

- 1.63 The Contractor shall take precautions to keep the site and adjacent public areas, roads, etc. free of debris and mud. Adequate vehicle washing facilities shall be provided at all times on the construction site and all vehicles shall be cleaned free of mud and debris prior to passage on to public streets.
- 1.64 The Contractor shall programme such work accordingly and allow in the Contract rates for all such costs which may be necessary to meet these requirements. If the measures taken by the Contractor are not adequate the associated work shall cease, and remedial measures may be taken by the Client's Representative at the Contractor's expense.
- 1.65 The Contractor shall ensure that the site is free from rubbish, debris, and waste at all times.

Inspection or Supervision of Works

- 1.66 The Contractor shall give advance notice in writing to the Client's Representative of Contract Works required to be inspected for the Client's Representative's approval. In that notice, the elements to be inspected and the date and time that the Contract Works will be completed and available for inspection shall be stipulated. The Contractor shall similarly give notice of any other part of the Contract Works that the Client's Representative for inspection or supervision. The notice shall be provided to the Client's Representative at least 24 hours before the time that the Contract Works is nominated as being available for inspection and supervision, or as agreed between the Contractor and the Client's Representative.

Heritage New Zealand Pouhere Taonga Act 2014

- 1.67 The Contractor shall comply with the Heritage New Zealand Pouhere Taonga Act 2014
- 1.68 Should the Contractor discover signs of previous Māori occupation or signs of historic colonial occupation, the Contractor shall immediately stop working in the affected area and notify the Client's Representative. Discovery of signs shall include the discovery of any Taonga (bones or artefacts, midden, or archaeological sites).
- 1.69 Excavations relating to such a discovery shall be carried out as determined through consultation or prior arrangement with iwi. The Client's Representative shall notify the Contractor on agreements for resuming of construction.
- 1.70 Additional work relating to significant finds and carried out by the Contractor on the instructions of the Client's Representative will be considered as a variation to the Contract.

Schedule 4 – Support and Maintenance Services

Introduction

- 1.1 This schedule describes the monitoring, support and maintenance services required for the Security System.
- 1.2 The objective of the monitoring and scheduled maintenance services set out in this Schedule is to maintain the effectiveness and the life of the Security System, provide early warning of a possible failure and therefore prevent the Security Systems from failing at an inopportune time.
- 1.3 The objective of the reactive maintenance services set out at clause of this Schedule (**Reactive Maintenance Services**) is to identify and remediate issues that may affect the optimal performance of the Security System.
- 1.4 Without limitation as to the generality of the definition for Performance Services, the objectives noted at sections 1.2 to 1.3 are Performance Requirements for the purposes of the Contract.

Rates and Charges

- 1.5 The services detailed in this Schedule 4 will be provided in accordance with the relevant rates and charges detailed in Schedule 6 (Charges).

Scope of Services

- 1.6 The Contractor will provide Scheduled Maintenance Services, Reactive Maintenance Services and Monitoring Services for or in relation to the Security System in accordance with Good Industry Practice and the Contract.

Monitoring

- 1.7 The Contactor will provide appropriate materials, resources, and personnel to monitor the Security System in accordance with Good Industry Practice and as agreed with the Client from time to time.
- 1.8 Without limiting the generality of the above, the Contractor will:

1.8.1



- 1.8.2 prepare and email a daily monitoring report to the Client's Representative including data related to the above at a level of detail to be agreed with the Client from time to time;
- 1.8.3 conduct a quarterly review of collected data to inform and refine ongoing monitoring strategy with the Client;
- 1.8.4 where there is an issue or incident at any Site that the Contractor is not competent to address or that may require the Client's approval to remediate, notify the Client's Representative by email or telephone for resolution;
- 1.8.5 where Client approval is not required, complete any necessary work required to address the issue or incident in accordance with clause 6 of this Schedule.

Scheduled Maintenance Services

- 1.9 The Contractor will provide the Scheduled Maintenance Services detailed in this section.
- 1.10 The Contractor will establish and provide a quarterly preventative maintenance programme completing the tasks generally outlined in this section 5 and in any applicable SOW and as agreed with the Client from time to time (**Maintenance Program**).

General Description of Program

- 1.11 Under the Maintenance Program, the Contractor will:
- 1.11.1 visit and inspect each Site as specified as agreed. visit and inspect the server location once per quarter.
 - 1.11.2 create, and thereafter check and keep up to date a comprehensive inventory of the principal elements of the Security System inclusive of fully cross-referenced 'as-built' documentation;
 - 1.11.3 conduct all maintenance tasks to the extent and at the intervals required by the NZ Standards applicable to the Security System and the individual elements of the Security System being maintained;
 - 1.11.4 perform of all the manufacturers' recommended, routine, and preventative maintenance and inspections of the Security Surveillance System or any components of the system at each Site, where appropriate on a quarterly or six-monthly basis (depending on the schedule), including any items of equipment stipulated by the manufacturers to preserve warranties;
 - 1.11.5 conduct appropriate testing of the Security System and its component parts at each Site;
 - 1.11.6 upgrade the Security System or its component parts as agreed in advance with the Client;
 - 1.11.7 subject to Client approval in advance, make available and install any upgrades to the software associated with the Security System, as soon as they become available;
 - 1.11.8 notify the Client of any discrepancies in the inventory of the Security System;
 - 1.11.9 check that all interfaces or connections between the Security System, any component part, and any other system to which it or they are linked, are functioning correctly;
 - 1.11.10 carry out all other maintenance as required to:
 - (a) keep the Security System as a whole and the related installation at each Site fully operational and to a standard which keeps those systems fit for the Purpose;
 - (b) ensure other electronic security systems to which the given system may be linked or interfaced, are not impaired;
 - 1.11.11 conduct a 'rest of life' assessment that will be used by the Client for lifecycle planning, progressive upgrades, replacements, and the Security System facility maintenance generally;
 - 1.11.12 keep maintenance records in a professional manner including:
 - (a) comprehensive records of work done as part of the Maintenance Program;
 - (b) budgets and expenditure;
 - (c) any deferred or priority maintenance;
 - (d) strategic upgrades completed as part of life-cycle management.

- 1.12 The Contractor will complete the services provided under the Maintenance Program promptly within the first month of any calendar quarter or as agreed with the Client. The first quarter will commence on 1 July 2024.
- 1.13 The Contractor will complete any necessary repairs or adjustments identified during the Maintenance Program within a time frame agreed with the Client.

Maintenance Tasks

- 1.14 In addition to the general requirements detailed above, the Contractor will also:

CCTV

- 1.14.1 Clean all cameras including the lens windows in camera housings or domes in accordance with the manufacturers' recommendations to avoid scratching and defray corrosion;
- 1.14.2 Check for scratching on the lens cover (check image with no cover if required to confirm)
- 1.14.3 Check housing cover and report on damage.
- 1.14.4 Check for corrosion and ensure all cameras are securely fixed to their brackets and that the brackets are securely fixed to their poles or building structure as applicable and make good as required;
- 1.14.5 Check for any moisture ingress, use silica bag if necessary.
- 1.14.6 With reference to a CCTV monitor:
- (a) check the alignment of fixed cameras and the extent of the tour of Pan Tilt and Zoom (PTZ) cameras in order to verify the extent of coverage and level of detail the Client requires to fulfil the Purpose is being achieved and make adjustments as required;
 - (b) check the focus and clarity of all CCTV cameras using the agreed target objectives at a Site and make adjustments as required;
- 1.14.7 Check:
- (a) that cameras are not masked by veiling glare from natural or artificial light and that cameras are correctly adjusted to deal with ambient and other operational lighting conditions;
 - (b) nighttime performance of the CCTV System,
and adjust cameras to compensate for adverse lighting where possible;
- 1.14.8 If adjustments to the camera cannot be made for dealing with adverse lighting without compromising the quality of camera images, advise the Client of the issue so that consideration can be given to options such as altering the lighting, repositioning of the camera, or replacement with an alternate high-performance camera.
- 1.14.9 Power down all Pan Tilt and Zoom cameras at the device and reset their tours as required;
- 1.14.10 Take photo of camera once per year
- 1.14.11 Record condition rating and GPS coordinates once per year.

UPS and Power Systems

- 1.14.12 Check all power supplies in the Camera Surveillance System and ensure that active loads do not exceed 80% of the rated load of the power supplies inclusive of the UPS and back-up batteries and remediate faults or adjust as necessary;
- 1.14.13 Check:

-
- (a) communication of any power supply fault alarms onto the network,
 - (b) and remediate faults or adjust as required;
- 1.14.14 Check all connections and junction boxes particularly those in cable vaults which may be prone to moisture and flooding and re-terminate and reseal as necessary.
 - 1.14.15 Check PSU's heat and report.
 - 1.14.16 Check last battery service date on UPS's.
 - 1.14.17 Mains fail test.
 - 1.14.18 Battery health test including estimated hours and report.
 - 1.14.19 Visual check
 - 1.14.20 Take photo, record condition rating once per year.

Data Cabinets (Exterior and Interior)

- 1.14.21 Dust removal and cleaning of data cabinets.
- 1.14.22 Check for corrosion.
- 1.14.23 Door seal and security
- 1.14.24 Key operation
- 1.14.25 Ensure cables are tidy and clearly labelled.
- 1.14.26 Photos once per year, coordinates, and condition rating.

Radio Links

- 1.14.27 Check for vulnerability to interference from RF noise.
- 1.14.28 Check link alignment quality.
- 1.14.29 Visual inspection of antenna and cabling
- 1.14.30 Take photo once per year, GPS coordinates and condition assess, update asset info.
- 1.14.31 Report findings to client.

PA and Intercom System

- 1.14.32 Test PA and decibel level coverage on rail platforms.
- 1.14.33 Amplifier and IP audio module checked.
- 1.14.34 Check for speaker theft and report missing to client.
- 1.14.35 Check Jacques ECP's for operation.
- 1.14.36 Record condition ratings, take photo, GPS coordinates once per year.
- 1.14.37 Report findings to client.

Core Recording Infrastructure

- 1.14.38 Access Revera data centre
- 1.14.39 Clean and tidy data racks as required.
- 1.14.40 Check everything is labelled.
- 1.14.41 Check storage arrays for hard drive failure, replace as required.
- 1.14.42 Check UPS's as above.
- 1.14.43 Check PSU's as above.

1.14.44 Are all cameras recording?

1.14.45 Backup condition.

Workstations

1.14.46 Data cabinets

1.14.47 Monitors

Software

1.14.48 Ensure that all cameras in the Camera Surveillance System are appropriately licensed to the GWRC's Bosch Professional VMS Server and update as required by the manufacturer;

1.14.49 notify the Client Representative in advance of software and firmware updates to enable internal change approval;

1.14.50 complete software and firmware updates as scheduled with the updates required for the Camera Surveillance System (as defined in Schedule 2) in order to minimise cost to the Client.

Managed Switches

1.14.51 Check all ports and SFP's working correctly. Report if not.

1.14.52 Ensure firmware is up-to-date and config back-ups are taken.

1.14.53 Photo, condition rating once per year.

Gallagher System:

1.14.54 The EACS system (Gallagher) is a specified system (SS3/2) as per the Building Act 2004.

1.14.55 The maintenance round will test the following components for functionality,

1.14.56 Controllers

1.14.57 Plug in Modules

1.14.58 PSU's

1.14.59 Batteries

1.14.60 Readers, Exit Buttons and Emergency Overrides

1.14.61 Locking Hardware (where this is not proprietary door hardware)

1.14.62 Workstations

1.14.63 Signals/Programming - Alarms, Overrides, Schedules

1.14.64 The preventative maintenance checks allow for minor adjustments, but do not allow for the replacement of any failed components

1.14.65 Upon completion of the preventative maintenance, a recommendations report will be provided outlining any additional

1.14.66 remedial works or replacements that need to be undertaken outside of the above checks.

1.14.67 Supply a 12A certificate for SS3/2 annually before the BWOFF anniversary date.

Intruder alarms

1.14.68 Visual inspection and battery checks.

Hours of Access and Contact Details

- 1.14.69 With the exception of the maintenance conducted under section 1.15 and/or any urgent Remedial Works, any maintenance conducted as part of the Maintenance Program is to be carried out during normal business hours on Working Days.
- 1.15 Where it is necessary to inspect the Site outside normal business hours on Working Days:
- 1.15.1 to confirm optimal operation in low light;
 - 1.15.2 to confirm there is no other light sources that prevent CCTV cameras from achieving their required performance level for the Purpose; and/or,
 - 1.15.3 to assess areas being covered by the cameras at the Site as the Sites are occupied differently at night than by day,
- 1.16 The Contractor may conduct maintenance after dark.
- 1.16.1 The Contractor is to provide advance notification to the Client of the times and locations when maintenance will be carried out. This is to ensure there are no conflicts with bus operations and projects.

Reactive Maintenance Services

- 1.17 Subject always to any requirements as to Site safety and Prior Approval (as defined below), the Contractor will provide any work required to address any issue notified to the Contractor by the Client or identified during the Scheduled Maintenance Services or Monitoring Services (**Remedial Work**) to the extent and in a manner agreed with the Client.

General Requirements

- 1.18 In providing the services in this section 6, the Contractor will:
- 1.18.1 Subject to Site safety requirements, attend on Site within 24 hours of becoming aware of the need for Remedial Work, in order to diagnose the cause of the fault, defect or other failure and identify any specific work required;
 - 1.18.2 complete all necessary Remedial Works as agreed with the Client, or where there is no agreement, soon as is reasonably practical;
 - 1.18.3 mitigate to the maximum extent reasonably practical any security or safety risk to Client, the public, or property, loss of functionality or damage to the electronic systems or the Site and will ensure that the expense to Client is minimised;
 - 1.18.4 on completion of the Remedial Works, submit a brief report to the Client's Representative.
- 1.19 If Remedial Works cannot be completed within 24 hours pending the obtaining of a new replacement part or item of equipment, the Contractor may install a temporary part or item of equipment to maintain serviceability until replacement is possible.

Prior Approvals

- 1.20 The Contractor will not proceed with any Remedial Works where the value of any Charges would exceed **s7(2)(b)(ii)** without the prior written consent of the Client (**Prior Approval**).
- 1.21 Notwithstanding the above limit, urgent repairs including temporary repairs may be carried out immediately if delaying the repair for the normal time required for approval would result in a significant safety risk, security risk, interruption, or significant additional expense for the Client.

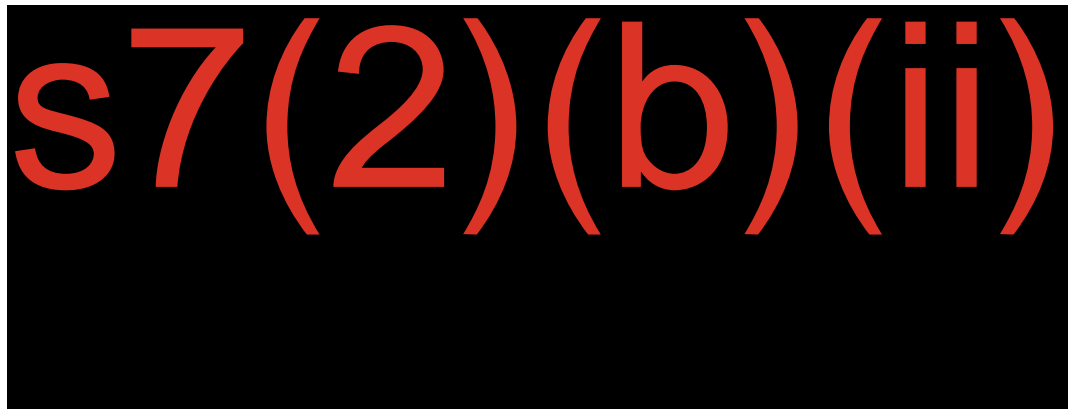
Requests

- 1.22 The Client's Representative and Client's Contract Manager will be able to log Camera Surveillance System support requests (**Support Request**) and/or Remedial Works (collectively **Requests**) by way of its assigned faults email address as advised to the Client from time to time.

- 1.23 Non-urgent Requests will be logged through the Service Portal. Urgent requests requiring a response outside service desk support hours or within 24 hours will be logged with the Contractor by telephone at 0800 733 9653

Service Levels

- 1.24 The following service levels will apply to any Request:
- 1.24.1 The service desk support hours of operation are between the hours of 6am and 10pm on a Business Day, between the hours of 7am and 9pm on a Saturday and between the hours of 8am and 8pm on a Sunday and Public Holiday
 - 1.24.2 A Request will be categorised by agreement between the parties as follows:
 - (a) **Priority 1 (P1) – Critical:** Operation has been critically affected; fault affects mission critical business activity; Client's staff or contractors are prevented from doing their job; major health and safety risk.
 - (b) **Priority 2 (P2) – Urgent:** Operation seriously affected; fault significantly affects critical business operations or functions; CCTV signals are not being communicated to monitoring stations.
 - (c) **Priority 3 (P3) – Important:** Operation disrupted; a service request or fault that affects a high priority function at a single Site; or fault affects a critical non-business activity where one or more Sites are affected.
 - (d) **Priority 4 (P4) – Routine:** Supply of consumables or non-functional incident.
- 1.25 The Contractor will do everything reasonably practicable to respond to any Request on the basis of the above categories as follows:



Reporting

- 1.26 The Contractor may combine physical and electronic maintenance reports by Site, or by the type of equipment being maintained as makes sense for the items involved.
- 1.27 Whether combined or separate, maintenance reports will include:
- 1.27.1 name of the Site, day and time work was carried out;
 - 1.27.2 a complete maintenance checklist including but not limited to:
 - (a) measurements made (e.g. power supply voltages, Ping test results, etc);
 - (b) faults found and rectified;
 - (c) significant materials and components used;
 - (d) faults requiring further attention, including any temporary repairs made;
 - (e) inventory/as-built documentation needing to be updated;
 - (f) name of technician.

-
- 1.27.3 Submit the report to Client's Representative within five Working Days after completion of the maintenance works at the Site concerned.
- 1.28 The Contractor will provide the Client with reports on responses to Requests in the manner and at the level of details agreed by the Client from time to time as follows:
- 1.28.1 Every month the Contractor will provide the Client with a service level performance report detailing open and closed Requests and hours consumed; and/or
- 1.28.2 Within two days of a Request categorised as P1 and P2.
- 1.29 All Services include the provision of asset information and a condition assessment of Equipment using Ngātahi, the Client's Enterprise Asset Management (EAM) system. It is expected the Contractor is equipped with a mobile device that can access a web browser and/or the supplied Ngātahi field app for which the Client will provide suitable training for.
- 1.30 Alternatively, it may be requested that asset data be provided from the Contractor in a spreadsheet format that can be uploaded without manipulation.
- 1.31 It is expected that the Contractor ensures data is accurate and provided as instructed by the Client in order to aid asset management activities. It is expected that the Contractor update asset information in the required format as soon as practicable once the asset/s are replaced.
- 1.32 The Contractor is required to:
- a) address any programme comments or considerations raised by the Client.
 - b) provide regular updates on a monthly basis (at a minimum) on physical progress against the indicated programmed dates.

Warranty management services

- 1.33 As part of reactive maintenance, supplier will determine whether failed equipment is under warranty and will undertake warranty claims on behalf of the client.

Schedule 5 – Performance Requirements and KPIs

Performance Requirements

- 1.1 Performance reviews will be conducted quarterly and measured against the following:
- 1.1.1 Compliance with the Contract and any Standard Operating Procedures document to be developed;
 - 1.1.2 Conduct of Works and duties in accordance with the duration, timing and Sites specified in the Schedules;
 - 1.1.3 Providing a high level of proactive service and Client account management. Participating in a team approach with the Client;
 - 1.1.4 Flexibility in the delivery of the Works to reflect the latest security risk information provided;
 - 1.1.5 Surveys of commuters and customers return no unfavourable comments about the provision of the Works by the Contractor. Sustainable negative comments are addressed by the Contractor where reasonable and practical;
 - 1.1.6 Any performance deficiencies by the Contractor are promptly remedied to the complete satisfaction of the Client;
 - 1.1.7 Uniform is provided and worn. Personal grooming is of a high standard. Uniform and vehicles are clean, tidy, and visible as security vehicles;
 - 1.1.8 Reports are provided with the required timing, level of detail, accuracy, and usefulness;
 - 1.1.9 Operational issues dealt with fully and in timely manner;
 - 1.1.10 Liaison meetings with the Client's Representative are attended and action points followed up;
 - 1.1.11 All performance requirements listed elsewhere in the Schedules.
- 1.2 Other behaviours of the Contractor's Personnel which will not be tolerated include:
- 1.2.1 Breach of any Site health and safety requirement;
 - 1.2.2 Not following instructions outlined in the Schedules;
 - 1.2.3 Committing any offences on or off duty in breach of the Crimes Act and including the commission of any offences against the Summary Offences Act;
 - 1.2.4 Failure to act in accordance with applicable training;
 - 1.2.5 Failure to carry out specific instructions or failing to carry out instructions in a timely manner;
 - 1.2.6 Not being fit to carry out duties in all weather conditions;
 - 1.2.7 Drinking alcohol, consumption of any illegal drugs or substances or non-prescribed medication on Site or reporting for duty, affected by alcohol, drugs or substances;
 - 1.2.8 Insecure treatment of PIN's, access cards, passwords, safe combinations, and IP addresses;
 - 1.2.9 Failure to maintain high standards of personal presentation commensurate with front line public duties;
 - 1.2.10 Failure to wear correct Personal Protective clothing 'high viz vests' in designated areas, not having wet weather gear available in inclement weather;
 - 1.2.11 Poor standard of dress and not wearing proper uniforms;
 - 1.2.12 Unacceptable personal hygiene;

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- 1.2.13 Harassment of the Client staff, customers or members of the public;
 - 1.2.14 Smoking in uniform whilst on the Client's property, except in designated smoking areas and on designated breaks and out of sight of the public;
 - 1.2.15 Eating food while on duty;
 - 1.2.16 Poor incident reporting;
 - 1.2.17 Lack of supervision;
 - 1.2.18 Any dishonesty;
 - 1.2.19 Persistently unhelpful and unfriendly manner;
 - 1.2.20 Loitering in Client Staff areas;
 - 1.2.21 Inappropriate comments on Client policy;
 - 1.2.22 Consistent failure to provide a quality of service required by this Contract;
 - 1.2.23 Involvement with any breach of this Contract;
 - 1.2.24 Repeated lapses in the Contractor Representative or Alternative Contractor Representative carrying out his/her functions.
- 1.3 Any breaches as described in section 1.2 of this Schedule may result in a request for immediate removal of the personnel according to clause 7.31 of the Contract.
- 1.4 System availability to be confirmed with the Contractor.

Key Performance Indicators

- 1.5 The following are the agreed Key Performance Indicators for monitoring of the Contract:
- 1.5.1 Evidence of being proactive in the management of the Contract;
 - 1.5.2 Evidence of being self-sufficient in the management of the Contract;
 - 1.5.3 Evidence of providing an integrated approach to the Works;
 - 1.5.4 Minimal need for intervention by the Client;
 - 1.5.5 Increased levels of commuter satisfaction, as a consequence of the Works;
 - 1.5.6 Trouble-free and accurate invoicing.
 - 1.5.7 First contact fault resolution rate
 - 1.5.8 Fault tickets per quarter
 - 1.5.9 System availability (uptime)
- 2 ICT KPIs to be agreed.

s7(2)(b)(ii)

[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

Project Delivery Charges

Project design and implementation charges per Site for Contractor services, which include Labour and Material costs as arranged by Contractor Quote

Monitoring and Support Services

The following table provides indicative pricing for future site development.

Monitoring costs – Core Rail and Bus VMS, Bus Hub and Driver Toilet Cameras			
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

s7(2)(b)(ii)

[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]			
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]			
Annual Software Maintenance							
License			[Redacted]	[Redacted]			[Redacted]
[Redacted]	[Redacted]		[Redacted]	[Redacted]			[Redacted]
[Redacted]	[Redacted]		[Redacted]	[Redacted]			[Redacted]
[Redacted]	[Redacted]		[Redacted]	[Redacted]			[Redacted]
[Redacted]	[Redacted]		[Redacted]	[Redacted]			[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]			

Schedule 7 – Template Statement of Work

Statement of Work [insert reference number] for [insert descriptive title]

Drafting note: red text and [greyed out areas] are for instruction and prompting only and should be removed before signature.

Context

1. Introduction

- 1.1. This Statement of Work (**SOW**) is entered into under the terms and conditions of the Service Agreement for Supply of Camera Surveillance System and Associated Services, Contract No. [insert] as between the Contractor and the Client dated [insert date main agreement was signed] (the **Master Agreement**).
- 1.2. This SOW must be read together with the Master Agreement, including its General Schedules. The provisions of the Master Agreement and its General Schedules take precedence over the provisions of this SOW except to the extent that this SOW explicitly overrides those provisions.
- 1.3. Terms defined in the Master Agreement have the same meaning in this SOW. Terms specific to this SOW have the meanings provided in the Definitions section below.

2. Definitions

- 2.1. [Insert definitions for any terms unique to this SOW (i.e. not already defined in the Master Agreement). If there are none, insert n/a]

3. Term

Select the appropriate option

- 3.1. This SOW [commences on the date of signature (or if signed on different dates, the later of those dates)] *or* [insert date] and will continue in force until the Goods and Services have been provided in accordance with the terms of this SOW, unless terminated earlier in accordance with the Master Agreement [(as modified in paragraph x below)].

Description of Goods and Services

4. Project overview

- 4.1. [Insert a high level description of the purpose and objective of the project to which the Services relate, if relevant (alternatively, delete this section or replace with some other overview / background section)]

5. Description of Services

- 5.1. [Insert a detailed description of the Services required and the manner in which the Services are to be undertaken (including location and other critical details). Include an explanation of the Agreed Purpose for which the Services and any Deliverables will be provided. Reference any Requirements, Project plans and other key documents.]

6. Description of Goods

- 6.1. [Identify the Goods required (if any) and their Agreed Purpose. Reference relevant Requirements and/or Specifications. Set out client expectations as to freight, storage, handling and insurance.]

7. Acceptance Process (Goods)

Select the appropriate option – either:

- 7.1. [The parties will follow the two stage Acceptance Process outlined in Schedule 2 (Acceptance) of the Master Agreement.]

or

- 7.2. [The Acceptance Process outlined in Schedule 2 (Acceptance) of the Master Agreement shall not apply to this SOW. The Goods will instead undergo the following alternative Acceptance Process:]
[detail process]

The signing of a delivery note by any of the Clients Personnel does not indicate the Clients Acceptance of the Goods.]

8. Third Party Product

8.1. [Use this space to name any Third Party Product Providers and record matters like the split of responsibilities between the Third Party Product Provider and the Contractor (including the Contractor's duties as intermediary or reseller) and whether or not the Client will enter into a separate agreement with the Third Party Product Provider. Alternatively you may wish to incorporate that detail in the Description of Goods section above and delete this section.]

9. Constraints and dependencies

9.1. [Identify the extent to which the Contractor's ability to perform is dependent on matters it cannot control, such as the Environment, access to resources, Third Party Product Providers or other third party suppliers etc. Before drafting, familiarise yourself with the Performance, Performance Issues and Relief Events clauses in the Master Agreement]

Charges and Milestones

10. Charges

10.1. The Client will pay the Contractor the following Charges for the Goods and Services described in this SOW, in accordance with the payment terms and Rate Card specified in the Master Agreement, the current Schedule of Rates, and the Milestone table in paragraph 11 below, up to the total maximum specified below:

Charge	Description	Amount (NZD excl GST)
Rates (Personnel)	[name each member of Personnel engaged to provide Services under this SOW]	[insert the Person's Rate (refer to the Rate Card in the Master Agreement)]
	<i>Add more rows as necessary</i>	<i>Add more rows as necessary</i>
Rates (Goods)	[identify the Goods authorised to be provided under this SOW]	As quoted
	<i>Add more rows as necessary</i>	<i>Add more rows as necessary</i>
	Subtotal (Rates for Goods)	[insert amount for all Good described above]
Fees	[list Goods not already priced in the current Schedule of Rates and mentioned above, Software licenses or any other Deliverable to which a specific Fee applies]	[insert amount for each Good etc]
	<i>Add more rows as necessary</i>	<i>Add more rows as necessary</i>
Expenses	[specify the nature and detail of any Expenses that are authorised (e.g. daily allowance)]	[insert estimated amount for each Expense]
	<i>Add more rows as necessary</i>	<i>Add more rows as necessary</i>
Total Maximum Charges*		\$(insert maximum amount payable)

11. Milestones

11.1. The Contractor may invoice the Client upon Acceptance of each Milestone, as follows:

Milestone	Milestone Date	Performance Standard	Amount (NZD)
[Describe Milestone]	[Specify due date]	[Specify what is required for the Client to deem the Milestone complete / acceptable. For Milestones linked to Goods, this is likely to be linked to the Acceptance Process in Schedule 2 (as modified in this SOW)].	[Specify amount payable]
<i>Add more rows as necessary</i>	<i>Add more rows as necessary</i>	<i>Add more rows as necessary</i>	<i>Add more rows as necessary</i>

Governance

12. Governance, meetings and reports

12.1. [Familiarise yourself with Schedule 5 (Governance) of the Master Agreement and then use this space to describe the Governance processes for the Project, including any regular meeting and reporting requirements that the Contractor will be expected to meet. Remember to define any acronyms (e.g. of steering committees or governance groups) in the Definitions section above]

13. Disengagement

Select the appropriate option – either:

13.1. No Disengagement Plan is required, but on completion of the Services the Contractor will comply with clauses XXX of the Master Agreement in relation to the return, erasure or destruction of Information, property (including Documentation), Confidential Information and the transfer of Data.

or

13.2. [Insert or reference an appropriate Disengagement Plan, having regard to the nature of the Services and what will be required to hand them over to The Client or an alternative supplier. Specify the Disengagement Period and the Disengagement Services]

Changes to Master Agreement

13.3. [In consultation with CLU, describe any changes to the Master Agreement specific to this SOW (e.g. notice periods for termination; IP ownership; liability cap; business continuity and disaster recovery etc)]

**Execution of Statement of Work
Signed as an agreement**

SIGNED for and on behalf of the Contractor	SIGNED for and on behalf of the Client
Signature	Signature
Name	Name
Position	Position
Date	Date

Schedule 8 – GWRC Camera Surveillance Policies and MOU for Police Access

[TO BE PROVIDED}