

**Queenstown Lakes District Council**

**and**

**Jason Wilkinson**

## Parties

The parties to this contract are:

- a) Queenstown Lakes District Council [hereinafter referred to as "QLDC"]
- b) Jason Wilkinson [hereinafter referred to as "the Contractor"]

## It is agreed as follows:

### 1. Appointment

QLDC has agreed to grant to the Contractor the right to provide the services described in Schedule One and the Contractor has agreed to provide those services upon the terms and conditions set down in this contract.

### 2. Delegation

To enable the Contractor to deliver the services, QLDC delegates to the Contractor the functions, powers and duties of a Building Control Officer as detailed in QLDC's Delegations Manual.

### 3. Warrants

QLDC will issue such warrants to the Contractor as QLDC considers necessary or desirable for the Contractor to carry out its obligations under the Contract.

### 4. Term

Subject to clauses 13, 14 and 15 this contract shall commence on the **19/02/2018** and shall continue for a period of 24 months to **19/02/2020**. The contract will be reviewed annually against the performance delivered. At the end of this period the contract may be extended with the signed and dated written consent of both Principal and Contractor.

### 5. Contractor's obligations

- a) The Contractor shall diligently complete the services set out in Schedule 1 to this contract ensuring completion of those services in a timely manner.
- b) The Contractor shall provide this service to QLDC in accordance with this contract, and shall use its best endeavours to provide these services to the satisfaction of QLDC and in so doing shall comply with the standards and performance levels set by QLDC.
- c) The Contractor shall deliver any building consent administration or processing services by remote connection and provide all necessary IT equipment and resources to undertake the work. All home expenses and

overheads relating to the delivery of these services are included in the contract hourly rate.

- d) No work is to be undertaken during any period of outages/upgrades to the Council's TechOne and TRIM software packages.
- e) The Contractor will have sole responsibility for Health & Safety and ensure at all times that they comply with the minimum requirements of the QLDC Health & Safety Policy and the Health and Safety at Work Act 2015. Any Inspections Contractors are required to have an up to date Sitesafe passport.
- f) The Contractor is responsible for taking practicable and reasonable care of all equipment supplied by QLDC. Any faulty and/or damaged equipment supplied must be notified to QLDC in a timely manner.
- g) The Contractor is responsible for maintaining the currency of any professional qualification and remain current within any relevant legislative changes including to the Building Act, Building Regulations and Building Code.
- h) The Contractor will undergo an annual competency review by an agreed competency auditor. The record of this assessment shall be provided to QLDC as part of its competency record framework.
- i) The Contractor shall notify QLDC of any potential Conflict of Interests that may impact upon their delivery of service. Any such conflicts shall be advised in advance and then documented upon a QLDC Conflict of Interest Disclosure form.
- j) The Contractor shall provide information relating to their practice area, technical capabilities and experience through filling out the MS 20.3 Contractor Evaluation form prior to commencement of this agreement.
- k) The Contractor shall verify within the MS 20.3 Contractor Evaluation records the scope of the Quality Management System (QMS) that they intend to operate under:
  - i. If they intend to operate under the QLDC QMS, the contractor is obligated to familiarise themselves with the applicable QLDC procedures and ensure that they sign-off all QMS change control notifications as and when required
  - ii. If they intend to operate outside the QLDC QMS i.e. under their own QMS, then copies of the contractor's procedures may be requested and audited. QLDC reserves the right to overrule the Determination of QMS Scope if a procedure review or internal audit reveals weaknesses that could expose QLDC to a compliance risk. Under this scenario QLDC may require that the contractor's operate fully under the QLDC Quality Management System.

## 6. QLDC's obligations

- a) QLDC will provide the security and permissions to enable the Contractor to effectively deliver the agreed functions by remote connection.
- b) QLDC will advise the Contractor of any system outages/upgrades to the Council's TechOne and TRIM software packages.
- c) QLDC will provide the Contractor with all of the application documentation, including plans, specifications and Project Information Memorandum to enable the Contractor to discharge its obligations under this contract. This will also include advice on any Certificate of Title consent notices that may affect the building work.
- d) QLDC will make available to the Contractor any of the BCA's nominated Technical Experts for clarification of technical issues relating to the processing of the allocated consents. Any advice provided may be relied upon by the Contractor in its decision to recommend granting a particular consent.
- e) QLDC will provide a vehicle and any associated equipment for the Contractor to undertake building inspections. The vehicle will be stored at the Council's Queenstown office and collected at the start of each working day.
- f) QLDC may support the contractor with maintaining their competency levels through:
  - i. Notification and administrative organisation of Professional Development Training opportunities. Note the costs associated with this training are borne by the contractor. They are not chargeable to QLDC..

## 7. Payments for provision of services

- a) QLDC shall pay the Contractor on the basis of the rates set out in Schedule 2 of this contract.
- b) The Contractor shall invoice QLDC at the completion of each month for payment in accordance with this clause.
- c) QLDC shall, within two weeks following the receipt of an invoice from the Contractor, pay the Contractor the amounts owing, usually on the 10th or 20th of each month.

## 8. Status of contractor

- a) The parties acknowledge that the Contractor is either a self employed independent Contractor with the operational status of Limited Liability Company or a sole trader and neither this contract nor anything

contained or implied shall constitute the relationship of employer and employee between the parties.

- b) The Contractor is solely responsible for taxes, including all ACC levies, associated with this contract.
- c) The Contractor shall supply written confirmation of the registered company name to QLDC before the commencement of this contract.

## 9. Confidentiality

- a) During the term of the contract, the Contractor may receive and handle knowledge and information which is considered to be confidential. Accordingly, the Contractor shall not, either directly or indirectly, use or disclose to any person any confidential knowledge or confidential information which has or may be acquired during the course of the contract with QLDC, concerning the processes, business affairs, property, or clients of QLDC.
- b) This restriction will apply throughout the term of the contract and after the termination of the contract without any limit in point of time. However, the restriction will cease to apply to such confidential knowledge or information which may become publicly known without breach of this clause on the part of the Contractor.
- c) The contractor shall defer any request for information or comment from the media to the Building Services Manager of the GM or Planning & Development.

## 10. Insurance and Liability

- a) If the contractor is operating under the QLDC Quality Management System then the Contractor will be covered for public liability and professional indemnity (whilst undertaking the work listed in App 1), under QLDC's cover with Lumley/AON. This is for the period the Contractor is engaged by QLDC and is subject to CLP's terms and conditions.
- b) If the contractor is operating outside of the QLDC Quality Management System the contractor will, at its own expense, ensure that it maintains adequate insurance in respect of its potential liability for loss or damage under this Agreement, but as a minimum the Provider must hold professional indemnity insurance of at least [REDACTED]. In addition the contractor shall:
  - i. At the Council's request, promptly provide satisfactory evidence that it has complied with its liability obligations.
  - ii. Inform QLDC forthwith in writing, if the insurer gives the Contractor notice of cancellation or other notice concerning the policy.
  - iii. Advise QLDC, in writing, the name of the new insurer and the details of the new policy prior to such cancellation.

- c) The Contractor is covered by QLDC's Motor Vehicle Policy whilst using a vehicle owned by QLDC.

## 11. Performance Monitoring

The contractor shall agree to participate in performance monitoring activity to ensure that the quality of their service to QLDC is maintained at a satisfactory level. All performance monitoring involves a two way discussion which affords the contractor opportunity to provide their feedback in relation to any performance or process related concerns.

The performance monitoring framework shall involve:

- a) Day to day communication with QLDC staff in regards to work allocation, resource assignment, time management, system administration, record keeping etc.
- b) Technical Auditing regular audits of building control records will be conducted as per the QM 06 Technical Auditing procedure. Contractors are required to actively participate in this program and engage with the auditor as required. They are also required to review and address any corrective action finding outputs from the audits
- c) Annual assessment with Building Services Manager and/or Quality Manager and Team Leaders. This formal review will be used to review the commercial terms of service as well as performance trending and capacity allocation to QLDC. The outputs from this review will be used as part of the reassessment of the contractor agreement with QLDC

## 12. Arbitration

If any dispute, question or difference arises between the parties or concerning this contract or any act or thing to be done, suffered or admitted under this contract or concerning the construction of this contract, such question, dispute or difference shall be determined by the arbitration of a single arbitrator if the parties can agree upon one. Where a single arbitrator cannot be agreed, arbitration will be using two arbitrators, one to be appointed by each party. In the event of the two arbitrators failing to agree, by an umpire to be appointed by the two arbitrators.

Arbitration shall be conducted under the provisions of the Arbitration Act 1908. This clause shall be deemed to be a submission to arbitration pursuant to the provisions set down in that Act.

## 13. Termination without notice

QLDC may terminate this contract without notice if:

- a) The Contractor is found to be in breach of clause 5 and/or clause 9.
- b) The Contractor conducts itself in such a way which is calculated to or which shall in fact cause any damage or discredit to QLDC.
- c) The Contractor is placed into receivership or liquidation.

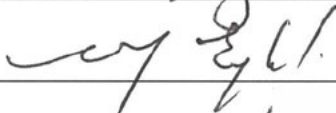

**14. Termination with notice**

Notwithstanding clause 4 of this contract, QLDC or the Contractor may at any time terminate this contract upon four (4) weeks written notice to the other party.

**15. General**

- a) This contract constitutes the entire agreement between the parties and may only be varied or amended by memorandum in writing signed by or on behalf of all of the parties.
- b) The Contractor shall, upon termination of the contract for any reason, immediately deliver up to QLDC all property belonging to QLDC which may be in the Contractor's possession or under its control.

**Signed for and on behalf of:**

Queenstown Lakes District Council		Jason Wilkinson	
Name	Chris English	Name	JASON WILKINSON
Signature		Signature	
Date	22/1/18	Date	24/1/18

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## Schedule 1

### Building consent processing services

#### Scope

Assist with the processing of Building Consents and Project Information Memoranda in accordance with the Building Act 2004. This includes all necessary correspondence and communications with the council's customers.

The number of Building Consents allocated to the Contractor will be solely at the discretion of QLDC. This will be dependent on staff availability, workloads, competence plus building category complexity.

#### Performance Requirements

The contractor will comply in all respects with the terms of the QLDC Building Consent Authority (BCA) Quality Manual and all work will be completed using the TechOne and TRIM software packages.

The contractor will work within the competency level as defined in their competency assessment.

The contractor shall submit timesheets for all work undertaken using the Ci Anywhere system. The Timesheets shall be completed to meet the target date requirements set by the QLDC Finance department

#### Consent processing timeframes

All consents are to be processed and granted by the contractor within **10 working days (utilised days)** of being allocated to the contractor for processing.

The following table provides guidance as to the expected timeframes for processing QLDC consents:

Category	Recommended Guidance hrs	Comments/Description
R1, Fire, Carports *etc	≤ 1hr	Simple or Easy-Grant projects only
R1	4-8hrs	Risk Score: ≤ 6 & 1 storey max.
R2	6-12 hrs	Risk Score: ≤ 12 &/or ≤ 2 storeys (excl. R1)
R3	8-12 hrs	Risk Score: ≤ 20, ≤ 3 storeys (excl. R1 & R2) &/or vertical fire separations only
C1 Residential	8-12 hrs	Risk Score: ≤ 20, ≤ 2 storeys (excl. R1 & R2) & horizontal fire separations, but could also include vertical fire separations
C1-3 Commercial Fitout/Alterations	8-24 hrs	Fitouts, Alterations to existing Bldgs.
C1-3 Commercial New Bldg	12-30 hrs	New Commercial Bldgs. BC scope may incl. fitouts



If the contractor believes that the above timeframes are likely to be significantly breached they shall advise either the Senior Building Control Officer (Processing) or Team Leader Processing with the rationale and an estimate of the expected time required to complete the consent. This notification will assist QLDC to manage any downstream invoicing disputes that are generated when the consent deposit is exceeded.

### **Reporting Relationships**

The contractor shall report directly to the Senior Building Control Officer (Processing) for day to day matters relating to the allocation and processing of consents.

For all other matters the reporting line is to the Team Leader Processing.

## **Building inspection services**

### **Scope**

Undertake building inspections in accordance with the Building Act 2004. This includes all necessary correspondence and communications with the Council's customers.

The number of building inspections allocated to the Contractor will be solely at the discretion of the Council. This will be dependent on staff availability, workloads, competence plus building category complexity.

### **Performance Requirements**

The Contractor will comply in all respects with the terms of the Council's Building Consent Authority (BCA) Manual, and all work will be completed using the TechOne Software Package.

The Contractor will work within the competency level as defined in their competency assessment processes for establishing the competency of the Contractor, monitoring performance and assessing competency will be in accordance with the BCA Manual.

It is expected that 8-12 inspections will be completed in an 8 hour working day.

There is likely to be variations in this estimate of inspection numbers, depending on the location and complexity of the inspections being undertaken.

The contractor shall submit timesheets for all work undertaken using the Ci Anywhere system. The Timesheets shall be completed to meet the target date requirements set by the QLDC Finance department.

### **Reporting Relationships**

The Contractor shall report directly to the Senior Building Control Officer (Inspections) for day to day matters relating to the coordination and execution of building inspection.

For all other matters the reporting line is to the Team Leader Inspections.

## Schedule 2

### Rate and allowances

#### Building Consent Processing Services

- \$ [REDACTED] per hour (chargeable while undertaking technical processing activity)

NB: All rates are exclusive of GST.

#### Building Consent Inspection Services

- \$ [REDACTED] per hour (chargeable while undertaking inspection activity)

NB: All rates are exclusive of GST.

#### Minimum Hours

- QLDC will provide the contractor with a minimum of 30 hours of work per week for the term of the contract excluding time the contractor takes for leave/holidays.