

PART TWO

PARTNERSHIP PRINCIPLES AND WORK CO-ORDINATION

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2.1 PARTNERSHIP PRINCIPLES

2.1.1 Purpose

The purpose of this part is to provide a framework for partnership within which the RCA's/TA's and Principal Providers can work together to achieve mutual goals in the best interests of each organisation and the communities that they serve. This partnership is based on the following key principles that each party is committed to:

- Achieving shared goals of mutual benefit.
- Working together in a dependable, trustworthy and honest manner.
- Sharing information based on excellent communication.
- Ensuring that regulation is fair and efficient.
- Undertaking regular monitoring and reviews.
- Providing for a conflict resolution process that is both equitable and timely.

The implementation of this code depends on a successful partnership based on the above principles. The basis for achieving this is set out below, with objectives that are specific, measurable, attainable, results orientated, time bound and aligned.

2.1.2 Achieving Goals of Mutual Benefit

It is recognised that both the RCA's/TA'S and Principal Providers share the same customer base. Both parties agree that the overall goal of this Code is to maintain the integrity of the roading asset, while enabling customers to benefit from a streamlined regulatory regime that enables the provision of utility services in an integrated and cost efficient manner. The needs of all road users shall be taken into account throughout the development and implementation of this Code.

Objectives:

- To achieve the delivery of enhanced business outcomes.
- To help ensure that the structural integrity of the roading asset is maintained for x years.
- To implement a streamlined regulatory regime by December 2002, subject to yearly reviews.
- To ensure that the needs of all road users are taken into account on an ongoing basis.
- To develop protocols for the ongoing management / practice of Partnering.

2.1.3 Working Together in a Dependable, Trustworthy and Honest Manner

Both the RCA's/TA's and Principal Providers agree that it is in the best interests of both parties to meet all obligations and commitments relating to this code in a committed and ethical manner that builds on trust. There is a need to recognise each other's differences and willingness to compromise where this can be justified.

Objectives:

- To ensure that the leadership of each organisation is committed to the principles of successful partnerships.
- To ensure that the staff of each organisation understand and are committed to successful partnering.
- To be prepared to listen to different points of view, and justify decisions made.
- To ensure that levels of accountability are understood.
- To share land based information.
- To identify common synergies.

2.1.4 Sharing Information Based on Excellent Communication

Both the RCA's/TA's and Principal Providers agree that the basis of all enduring relationships is good communication. The importance of attendance and full participation at scheduled meetings is recognised, and relevant information shall be shared, so that the best outcomes for both parties can be achieved.

Objectives:

- To participate in all scheduled liaison meetings to be held xxx.
- To ensure that there are no surprises.
- To share all relevant information including forward work programmes.
- To work towards an integrated GIS system.

2.1.5 Ensuring Regulation is Fair and Efficient

Both the RCA's/TA's and Principal Providers agree that the regulatory regime set out in the Code is justifiable in terms of achieving the goals of this Code and that it is important for both parties to commit to continual improvement through quality assurance processes. Lower compliance costs will benefit shared customers.

Objectives:

- To commit to a programme of continuous review and improvement.
- To adopt an integrated consents processing system by xxx.
- To identify opportunities for Producer Statements based on the achievement of an agreed level of compliance.
- To undertake a joint review of the Code on a yearly basis, and explore opportunities for improvement.
- To recognise the importance of innovation.

2.1.6 Undertaking Regular Monitoring and Reviews

Both the RCA's/TA's and Principal Providers recognise that the speed of change in the technological and legislative environment requires a joint commitment to undertake regular reviews of the this code to ensure that the goals of this Code are achieved over both the short and long term.

Objectives:

- To monitor performance on a yearly basis, and revise as necessary.
- To review each part of the code once six months after implementation and thereafter at least once every three years.

2.1.7 Providing a Conflict Resolution Process that is Equitable and Timely

Both the RCA's/TA's and Principal Providers recognise that there are some situations which despite best endeavours, result in conflict. In these situations it is agreed that every effort shall be made to resolve the situation as soon as possible. Should the matter not be resolved to the satisfaction of both parties, the Code provides for a dispute resolution process. Both parties agree to comply with this process.

Objectives:

- To develop a formal communication / problem solving / dispute avoidance procedure by December 2002.
- To ensure that the elevation of issues in dispute is done in a timely manner.
- To comply with the disputes resolution process set out in xxx of the Code.

2.1.8 Related Protocols

There is also a need for such partnerships to function at a day to day level with related protocols on such matters as lay position for services in part 5 and Contractor obligations in parts 3 and 4.

Other key requirements related to the management of risk and the setting of fees to recover regulatory costs are set out in 2.4 to 2.8.

2.2 CO-ORDINATION OF WORKS

2.2.1 Introduction

The purpose of this section of the Code is to reduce the unnecessary traffic disruption and significant additional cost to the public, road users and passenger transport operators caused by uncoordinated activities of those concerned in carrying out works in the road reserve. It is equally important to undertake works in a manner that minimises the impact on business and aims at reducing the continual digging up of particular roads thereby reducing the life and structural integrity of this single greatest community assets.

It is incumbent on everyone working within the road reserve, whether it be the RCA/TA or the Principal Provider to take into account the needs of all road users including pedestrian, cyclists and people with disabilities at all stages in the planning and execution of works in the road.

The notice and co-ordination regime is designed to balance the need to restrict to a minimum the bureaucracy involved in co-ordination of works with the importance of minimising delays and inconvenience to our customers.

The co-ordination of works equipment is not applicable to Minor and Major works or in an event of a genuine emergency.

A positive attempt has been made in development of this part to reconcile different interests and it may be necessary create specific obligations for both the RCA/TA and the Principal Providers with respect to co-ordination and co-operation, as part of the partnership.

2.2.2 Co-operation Between the Parties

There are two key principles to which the Principal Providers and the RCA/TA must comply:

- The importance of close co-operation and liaison between the RCA/TA and Principal Providers as well as amongst the Principal Providers themselves with the need to balance potentially conflicting interests.
- An acknowledgement by all parties that the works programmes and practices may have to be adjusted in order to ensure that the objectives of the co-ordination provisions are achieved.

2.2.3 Key Factors

There are a number of factors that are considered in determining the various requirements for various roads or areas. Some of these include:

a) Traffic Sensitive Roads

These roads would generally include arterial routes and connectors. In special circumstances restrictions must be considered in areas or particular roads where annual or individual events are to take place and/or where there is a danger of causing disruption to traffic.

b) Retail or Business Areas

Uncoordinated works have a significant affect on retailers and business alike. It is important to consider the needs of the business community and by ensuring that all works are appropriately co-ordinated to reduce the impacts that these works may have. It is also vital to ensure that appropriate consultation take place with the business association concerned prior to works commencing. The list of contact details is generally available from the relevant RCA/TA. Where the RCA/TA has given notice to the Principal Provider that the RCA intends upgrading the business precinct, the RCA/TA strongly seeks the co-operation of the Principal Provider to:

- Advise the RCA/TA of any long-term planned works that the Principal Provider may anticipate in the next five years.
- That the Principal Provider use this opportunity to provide services, should you wish to do so.
- Should no planned works be brought to the attention of the RCA/TA, that no planned works take place in the next five years on completion of the works.
- This does not apply to emergency repairs to services and/or customer service connections.

c) Pedestrian Areas

These refer to areas of high pedestrian use, often areas of special paving, schools and retails areas.

These are likely to have special restrictions placed by the RCA/TA on timing of works for example, avoiding peak traffic flows, special events, and peak trading periods.

2.3 CO-ORDINATION IN ACTION

2.3.1 Information

To ensure the successful co-ordination there must be a free flow by accurate information and good communication in a timely manner between the RCA/TA and the Principal Providers and between the Principal Providers themselves.

A co-ordination meeting is to be held on a quarterly basis between the RCA/TA and all Principal Providers. At the initial meeting the RCA/TA is to provide all the Principal Providers a programme of the proposed work for that financial year. The Principal Providers are to also provide information on all planned works for that year and the information is to be shared between all parties concerned.

The RCA/TA and the Principal Providers are given one month to evaluate any potential for conflict of works. On identification of those, all information is to be forwarded to the relevant RCA/TA. A second meeting is then held to discuss opportunities for co-ordination of these works and consideration of the following:

- The road network capacity at relevant times
- Assessment of the scope for conjunctive working arrangements, where appropriate and practical, between different Principal Providers and the RCA/TA
- Discussions of appropriate techniques and methodologies
- Working agreements on sharing of costs.

2.4 WARRANTY

The Principal Provider is responsible for any damage to the road or other property as a direct result of the work for a 12 months maintenance period, followed by a further 12 months warranty for assets protection.

This includes subsidence and/or settlement of trenches, road surface deterioration such as erosion of poor surface material, the appearance of the joint crack through the joint sealing, pot holing of the adjoining surface at the edge of the work.

All service covers and above ground structures must be maintained in a sound and tidy condition similar to when they were installed.

The Principal Provider is responsible for any damage to the road and/or utility assets as a direct result of the work. This includes settlement of trenches or adjoining surfaces, any road surface deterioration such as erosion of poor surface material, the appearance of the joint crack through the joint sealing or pot holing of the adjoining surface at the edge of the work.

All utility covers and above ground structures shall be maintained in a sound and tidy condition similar to when they were installed.

2.5 MAINTENANCE

A Maintenance Notice as detailed in Part Seven shall be lodged with the RCA/TA for each RON between 11 and 12 months of the work being finished. This shall be signed by the Principal Provider unless the Principal Provider is not a Utility Operator. The RCA/TA may issue a compliance notice.

2.6 DEPOSITS AND BONDS

The RCA/TA may require a Deposit to be paid or a Bond to be secured before work commences where they have a concern that there is a significant financial risk to the RCA/TA as a result of the work.

2.7 FEES

Fees may be required by the RCA/TA to cover the cost incurred in managing the activities and ensuring that the RCA's/TA's roading assets are protected. The fee structure will vary with each RCA/TA who should be consulted for details.

2.8 INSURANCE

The Principal Provider shall hold a current Public Liability Insurance Policy with a minimum cover of NZ\$2m (two million dollars) which includes a Local Authority Extension Clause. This policy shall indemnify the Council against any claims of loss, damage or injury to persons or property that may arise out of, or in consequence of, the construction or maintenance (or lack thereof) of the work. The Principal Provider is responsible for ensuring that all Contractors engaged to work on behalf of the Principal Provider hold Public Liability Insurance with the same minimum cover of NZ\$2m (two million dollars).