

3. RESPONSIBILITIES

3.1 General

The Principal and their Contractor/s shall be responsible to ensure all requirements of this code are met. Should the Contractor/s not oblige then the Principal must take ultimate responsibility to ensure the requirements are met.

In addition to the requirements of this Code the work must be carried out to comply with any other Council requirements or Acts and Regulations of Parliament and any amendments thereof. Requirements and Acts are:

- Health and Safety in Employment Act 1992
- Land Transport Act 1998
- Litter Act 1979
- Resource Management Act 1991
- Transport Act, 1962
- Traffic Regulations 1976
- The various Utility Acts
- Wellington City Council District Plans rules
- Wellington City Council Consolidated By-laws 1991 (including 'Drainage and Plumbing', Section 7, 'Earthworks', Section 8, 'Roads and Public Places', Section 17)
- OSH Services 'Guide for Safety with Underground Services'

3.2 Safety

The safety needs of the Public and the Contractor must be properly considered and met at all times during the work. In this respect the Contractor must:

- Have a reasonable safety plan prepared before the work starts
- Carry out their work in a safe manner
- Ensure the work site is maintained in a safe manner both during and after work hours

3.3 Emergency response

The Principal or their Contractor must be able to be contacted by means of a telephone at all times, both during and after work hours. This is in case of a dangerous or an unacceptable situation occurring as a result of their work.

Any such telephone call to the Principal or the Contractor must be able to achieve the following:

- A response from a person within 15 minutes to say that the situation will be attended
- Arrival on site within a further 45 minutes of either the Principal or the Contractor and their action to minimise and if possible eliminate the hazard

3.4 Cost Of Remedial Work

Should the Work not meet a requirement of this code then the Principal and their Contractor shall be liable for any costs of the action of the Road Controller to remedy the situation. Where possible, reasonable opportunity will first be given to the Principal and/or their Contractor to remedy the situation.

3.5 Public Liability Insurance

The Contractor must have a Public Liability insurance cover in the joint names of the Contractor and the WCC, for a minimum amount of \$5,000,000 indemnifying the parties in respect of any one claim or series of claims arising out of the same occurrence.

The policy must be extended to cover all insurable risks normally applicable to road work including vibration and removal of support.

3.6 Stop Work Orders

Failure to meet any of the requirements of this code may result in a Stop Work Order being issued by the Road Controller. An order allowing work to recommence would be issued by the Road Controller once requirements are met.

3.7 Road Work Notice fee

Council charges fees for Road Work Notice jobs. An invoice will be sent out for these fees once the jobs have been completed.

The fees will be charged to the Utility Operator for whom the work is being done except that where that work is for a private party such as a property owner the fee will be charged to the person (or Organisation) that obtains the Road Work Notice.

Details of these fees are available from either; the Road Controller, the Council website, or from where Road Work Notices are obtained. These fees are subject to change from time to time as may be approved by Council and publicly notified. This is commonly done on an annual basis for each financial year July - June. If a Completion Notice for a job has not been received and if the job is not confirmed as satisfactorily finished by the Road Controller when the fees are changed, then the new fees shall apply to that Road Work Notice job.

Any invoices not paid by the 20th of the month following the invoice may be subject to a late payment fee of either 10% of the Road Work Notice fee, or, \$300 (whichever is less, but not less than \$50), plus interest calculated daily from the invoice due date at 15% per annum plus a monthly follow up fee of \$50 per month.

Should a Road Work Notice job be reopened due to deterioration of that work (Refer to Section 18) further fees will apply as if it were a new Road Work Notice.

3.8 Other fees

Other fees may apply in special situations such as for a Resource Consent, an Encroachment License, or to advertise a Road Closure.

3.9 Deposits

Where a Principal or Contractor has performed badly in the past the Council may require a deposit to be paid before that work continues or before any new work starts. The deposit may be the estimated value of the potential work.