

22 November 2024

File Ref: IRC-7300

Tēnā koe [REDACTED]

Thank you for your email of 17 October 2024 to Te Kaunihera o Pōneke | Wellington City Council (the Council) requesting the following information:

1. The total cost (contractor, staff, machine hire, etc.) of the Oriental Bay biannual sand shift, over the past 5 years.
2. Cost of the 22,000 tonnes of Golden Bay sand purchased in 2004.
3. Cost of the 1,000 cubic metres of Dunedin quarry sand in 2015.
4. Any internal and external communications regarding an upcoming purchase of new sand (costs of this, whether WCC can afford to purchase new sand, quotes provided from potential suppliers, etc.).

Your request has been considered under the Local Government Official Information and Meetings Act 1987 (LGOIMA).

1. **The total cost (contractor, staff, machine hire, etc.) of the Oriental Bay biannual sand shift, over the past 5 years?**

The total cost of the Oriental Bay biannual sand shift over the past five years (2020-2024) is **\$340,889 excluding GST**. This includes the contractor cost including equipment, council staff costs, survey costs, contract management of sand relocation, data analysis, drawings and profile, photographic records, engagement, drafting annual reports and ensuring compliance with resource consent conditions.

2. **Cost of the 22,000 tonnes of Golden Bay sand purchased in 2004?**

The cost of 22,000 tonnes of sand purchased in 2004 from Golden Bay was \$422,400 excluding GST.

3. **Cost of the 1,000 cubic metres of Dunedin quarry sand in 2015.**

The cost of 1000 cubic meters of sand purchased in 2015 from Dunedin quarry was \$109,800 excluding GST.

4. **Internal and external communications regarding an upcoming purchase of new sand (costs of this, whether WCC can afford to purchase new sand, quotes provided from potential suppliers, etc.).**

The purchase of new sand is in the initial stages of investigating. Initial costs are based on the 2015 replenishing project - being about 1,100m³ of sand with a total project cost of around \$400,000. Tonkin & Taylor Limited have been engaged to help establish better cost estimates, along with procurement of the material to ensure it is fit for purpose.

Below are the documents that fall in scope of your request and my decision to release the documents:

Item	Document Name	Decision
1	Letter of engagement - Oriental Bay Sand Replenishment 2025	Release with redactions. Section 7(2)(a) to protect the privacy of individuals.

As per section 7(1) of the LGOIMA, I do not consider that in the circumstances of this response, the withholding of this information is outweighed by the other considerations which render it desirable to in the public interest to make the information available.

You have the right, by way of complaint under section 28(1) of the LGOIMA, to request an investigation and review of the Council's decision by the Ombudsman. Information about how to make a complaint is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

If you require further information, please contact official.information@wcc.govt.nz.

Nāku noa, nā

Asha Harry
Official Information & Privacy
Wellington City Council

5 September 2024
Job No: 82927.3090

Wellington City Council
PO Box 2199
Wellington 6140
New Zealand

Attention: Joel De Boer

Dear Joel

Letter of Engagement Oriental Bay Sand Replenishment 2025

Following our recent discussion of 7 August 2024, and as you requested on the same day, we are pleased to confirm the basis on which Tonkin & Taylor Ltd (T+T) will provide support for the proposed Oriental Bay sand replenishment.

Construction of the Oriental Bay Beach Enhancement project was completed in August 2003. The project involved placement of 17,400 m³ (loose volume) of sand which was imported from Golden Bay and placed on the three beaches at Oriental Bay. A first sand replenishment was undertaken in 2015, during which 2,400 tonnes (approximately 1400 m³) of additional sand from Black Head Quarry in Dunedin was imported and placed on the beach.

The coastal process analysis undertaken as part of project design outlined that there would be a loss of sand from the beach system over time (in the order of 140 m³/year). This loss has occurred of time, though slightly lower rate than predicted (~120 m³/year). The following table summarises the beach volume history:

Parameter	Volume (m3)	Comments
Volume of sand imported 2003	17,400	Loose volume
Volume of sand placed and compacted (post construction survey 2003, corrected)	16,100	Placed/compacted volume
Beach volume in 2014 prior to first renourishment	14,750	Survey data from April 2014
Net loss of sand over 11 years, 2003-2014	1,350	~2300T (at 1.7T/m3), ~120m3 average loss per year.
Replenishment Volume	1,400	Loose volume
Post-replenishment sand volume, 2015	16,000	Placed/compacted volume
Volume of sand on beach during most recent survey (September 2023)	14,900	
Net loss of sand over 9 years, 2015-2023	1,100	~1900T (at 1.7T/m3), ~120 m3 average loss per year.

The annual report following the most recent sand shift (T+T October 2023) recommended a second renourishment be considered as sand levels are nearing the previous trigger levels for renourishment in 2014.

We understand that council has secured budgets to undertake these renourishment works in financial years 24/25 (design and procurement) and 25/26 (physical works).

The resource consents (WGN020036) granted for the enhancement project extends to 2037 and allows for ongoing beach nourishment as required.

T+T produced the following deliverables prior to the first renourishment in 2015:

- Oriental Bay Sand Replenishment Options Study dated December 2005 (ref 82927.203): This report assessed multiple replenishment options including an artificial source and identified two recommended sources being from Walton Park (Dunedin) and Cameron's Pit (Oamaru) quarries.
- Oriental Bay Sand Replenishment Options Stage 2 Study dated July 2007 (ref 82927.303). This report further investigated the two best-fit sources above and assessed feasible transport and placement options to Oriental Bay Beach.
- Oriental Bay Sand Replenishment Options Stage 2 Study February 2015 Update (ref 82927.307). This report included scope for upcoming replenishment work, updated sand source/material property/cost/volume information and included breakwater enhancement considerations. This latest report will inform the baseline scope for this next round of replenishment.

Scope of work

The proposed scope of work for the second replenishment is as follows:

Stage 1 – Background and material source confirmation (this proposal)

- Background information assessment including review of 2015 replenishment deliverables and approach. Including undertaking lesson learnt discussions with internal staff involved at the time and the contractor (Dixon & Dunlop). This will include discussion on transport logistics and loading/unloading facilities.
- Planning review of consent conditions to confirm any constraints on project requirements (we have only allowed for two hours of time to undertake this review).
- Undertake a material source assessment based on the work completed in 2015 to confirm if these source conclusions hold the current market. We do not propose to undertake a detailed source option assessment as last time, rather confirmation of source and transport viability for this replenishment.
- Investigate desk-top sea level rise implications assessment on the original beach design (including beach profile and control structures) and provide recommendations for any mitigation measures to improve beach performance that could be considered as part of these works, such as increased beach berm elevation or control structure crest level and extent. No new numerical modelling has been allowed for at this stage.
- Undertake a visual assessment of the Freyberg and East Beach rock control structures and provide recommendation on if any maintenance works could be undertaken as part of this project. Note survey of these structures will be included in the scope of the September 2024 beach survey.
- Confirm required volume of sand replenishment following the September 2024 beach survey.
- Provided updated cost estimate for the replenishment works.

- Provide updated reporting, using the 2015 report as basis.
- Meeting with client to discuss conclusions of assessment (we have allowed for a one-hour meeting). T+T to receive comments and finalise the report.

No allowance for discussions with stakeholders, regional council or local Iwi has been allowed for.

Stage 2 – Design documentation (not allowed for in this proposal)

This stage would include production of design drawings, specifications and schedule of quantities to support project tender and construction.

Stage 3 – Procurement support (not allowed for in this proposal)

This stage would include preparation of tender and contract documentation and provision of tender phase support. We note this is subject to WCC decision on preferred procurement method and scope will vary if the project is procured through direct engagement.

We will use all reasonable endeavours to meet our responsibilities to you, however we cannot be responsible for any delay, event or circumstance outside our reasonable control which may delay or adversely affect performance of our Services (including without limitation natural disaster, adverse weather conditions, site access conditions, pandemic, epidemic, acts or omissions by the client or third parties). If any of these circumstances do arise, we may seek to negotiate with you a variation to this proposal which enables us to complete our work for you on mutually acceptable terms, failing which either party may terminate our engagement.

Programme

We will start work on Stage 1 within two weeks of your instruction to proceed and expect to present our final report within two months of commencing.

Fees

We will do the work outlined for a lump sum fee of \$32,000 (excluding GST). Any work outside of the scope of work outlined above will be carried out on a time and expenses basis or for an additional agreed lump sum. We will agree that fee with you before doing the additional work.

A breakdown of our indicative budget estimate, excluding GST, is set out below. The breakdown provided is indicative only and the actual fee for each item can be expected to move up or down within the total indicative budget estimate stated.

Description	Fees	Disbursements
Ongoing project management, client liaison, project initiation	\$3,000	-
Review previous reports, internal/WCC/D&D learning discussions	\$5,000	-
Confirm viability of sand source/transport, consider sea level rise implications/recommendations and sand placement volumes, planning review, cost estimate	\$18,000	-
Reporting and meeting	\$6,000	-
Lump Sum price (excluding GST)	\$32,000	-

Our lump sum fee specified in this letter are based on our rates applying at the date of this letter. These rates are fixed until December 2024, after which time we reserve the right to escalate our rates. If for any reason the project is suspended or delayed for a prolonged period of time (of more than three months), we reserve the right to renegotiate the fees, or terminate this agreement.

We will invoice monthly, on or after the first working day of the month, for work undertaken in the preceding month. If payment becomes overdue and we are unable to agree alternative payment terms with you, we reserve the right to suspend work and to withhold deliverables. This will not apply in the case where you have advised us that you have a genuine dispute with our invoice (or part of our invoice) and you have paid any undisputed amounts.

Health and safety

T+T is committed to providing and maintaining a safe and healthy working environment at all of our places of work. In line with this commitment, and as required by health and safety legislation, we will consult, cooperate and co-ordinate our activities with you and others who will be working on the project. To assist us in this, please let us know if you have any specific health and safety planning and implementation requirements which are relevant to our services (including known risks) so that we can review these with you.

Terms and conditions

We will carry out the work in accordance with our attached Conditions of Engagement. These terms place certain limitations on our liability and, unless agreed otherwise, they will apply instead of any terms and conditions in any purchase order or other confirming document that you may issue to us.

We provide our reports and other deliverables for your benefit only and they cannot be relied upon by any third parties. However, if you want us to, we may allow a third party to rely on them after signing an appropriate reliance statement with us (so that they acknowledge and accept the limitations of our work and the terms and conditions of our engagement with you).

Closing remarks

We trust that this satisfactorily meets your needs. We look forward to receiving your instruction to proceed and to working with you on this project. You can confirm your acceptance by returning the attached signatory form. Alternatively, we will take your instruction to proceed as confirmation that you accept this proposal.

Please contact **S7(2)(a)** at **S7(2)(a)** if you would like to discuss anything about this project.

Yours sincerely

S7(2)(a)

Project Director

Attached:

- 1 Signatory page
- 2 ACENZ Short Form Agreement Feb 2019

Signatory form

Client name: Wellington City Council
Client address: PO Box 2199
Wellington 6140
New Zealand
Attention: Joel De Boer

Please provide the following information if different from the details above:

Client Name and Address <small>*(if different from the details above)</small>	Invoicing Entity Name** and Address <small>** (if different to Client)</small>
_____	_____
_____	_____
_____	_____

Confirmation by Client: I/we acknowledge that I/we have read the proposal for the above contract and the attached Conditions of Engagement, (including the Limitations of Liability), and I/we accept those terms and authorise the above.

Signature: _____ **S7(2)(a)**

Name of authorised signatory: _____ Joel de Boer

Date: _____ 27/09/2024

*The person signing confirms they are authorised to sign the "Confirmation by Client" for and on behalf of the Client entity specified in this signatory form. Any changes to the Client entity details are subject to T+T acceptance.

Confirmation by Invoicing Entity (if different to Client)

** The Invoicing Entity to also give the "Confirmation by Client" above by an authorised signatory of the Invoicing entity signing below:

Signature: _____

Name of authorised signatory: _____

Date: _____

Please return one signed copy to **S7(2)(a)** of T+T at email **S7(2)(a)** or to the address on the letterhead.

Privacy Notice

In your dealings with us, we will collect, use, disclose and hold personal information in accordance with our Privacy Statement (<https://www.tonkintaylor.co.nz/about-us/tonkin-plus-taylor-privacy-statement/>). Unless you advise us otherwise, we will assume that you consent for your information to be used for the purposes outlined in our Privacy Statement. If at any time you wish us to stop using your information for any of the purposes outlined in our Privacy Statement, please email us at privacy@tonkintaylor.co.nz or use the "unsubscribe" facility in the relevant email message. Any personal information we share with you is provided on the assumption that you will meet your obligations under applicable privacy laws.

5-Sep-24
\\ttgroup.local\corporate\wellington\tt projects\82927\82927.3090\contractual\20240905_oriental bay beach sand replenishment 2025_t+t proposal.docx

SHORT FORM MODEL CONDITIONS OF ENGAGEMENT

1. The Consultant shall perform the Services as described in the attached documents.
2. The Client and the Consultant agree that where all or any of, the Services are acquired for the purposes of a business the provisions of the Consumer Guarantees Act 1993 are excluded in relation to those Services. However, nothing in this Agreement shall restrict, negate, modify or limit any of the Client's rights under the Consumer Guarantees Act 1993 where the Services acquired are of a kind ordinarily acquired for personal, domestic or household use or consumption and the Client is not acquiring the Services for the purpose of a business.
3. In providing the Services, the Consultant must use the degree of skill, care and diligence reasonably expected of a professional consultant providing services similar to the Services.
4. The Client shall provide to the Consultant, free of cost, as soon as practicable following any request for information, all information in the Client's power to obtain which may relate to the Services. The Consultant shall not, without the Client's prior consent, use information provided by the Client for purposes unrelated to the Services. In providing the information to the Consultant, the Client shall ensure compliance with the Copyright Act 1994 and shall identify any proprietary rights that any other person may have in any information provided.
5. As soon as either Party becomes aware of anything that will materially affect the scope or timing of the Services, the Party must notify the other Party in writing and where the Consultant considers a direction from the Client or any other circumstance is a variation the Consultant shall notify the Client accordingly.
6. The Client may order variations to the Services in writing or may request the Consultant to submit proposals for variations to the Services.
7. The Client shall pay the Consultant for the Services the fees and expenses at the times and in the manner set out in the attached documents. Where this Agreement has been entered by an agent (or a person purporting to act as agent) on behalf of the Client, the agent and Client shall be jointly and severally liable for payment of all fees and expenses due to the Consultant under this Agreement.
8. All amounts payable by the Client shall be due on the 20th of the month following the month of issue of each GST Invoice or at such other timing as stated elsewhere in this Agreement. If the Client fails to make the payment that is due and payable and that default continues for 14 days, the Consultant may provide written notice to the Client specifying the default and requiring payment within 7 days from the date of the notice. Unless payment has been made by the Client in full, the Consultant may suspend performance of the Services any time after expiration of the notice period. The Consultant must promptly lift the suspension after the Client has made the payment. Regardless of whether or not the Consultant suspends the performance of the Services in accordance with this clause, the Consultant may charge interest on overdue amounts from the date payment falls due to the date of payment at the rate of the Consultant's overdraft rate plus 2% and in addition the costs of any actions taken by the Consultant to recover the debt.
9. Where the nature of the Services is such that it is covered by the Construction Contracts Act 2002 (CCA) and the Consultant has issued a payment claim in accordance with the CCA, the provisions of the CCA shall apply. In all other cases, if the Client, acting reasonably, disputes an invoice, or part of an invoice, the Client must promptly give the reasons for withholding the disputed amount and pay any undisputed amount in accordance with clause 8.
10. Where Services are carried out on a time charge basis, the Consultant may purchase such incidental goods and/or Services as are reasonably required for the Consultant to perform the Services. The cost of obtaining such incidental goods and/or Services shall be payable by the Client. The Consultant shall maintain records which clearly identify time and expenses incurred.
11. Where the Consultant breaches this Agreement, the Consultant is liable to the Client for reasonably foreseeable claims, damages, liabilities, losses or expenses caused directly by the breach. The Consultant shall not be liable to the Client under this Agreement for the Client's indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.
12. The maximum aggregate amount payable, whether in contract, tort or otherwise, in relation to claims, damages, liabilities, losses or expenses, shall be five times the fee (exclusive of GST and disbursements) with a minimum of \$100,000 and a maximum limit of \$NZ500,000.
13. Without limiting any defences a Party may have under the Limitation Act 2010, neither Party shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on a Party within 6 years from completion of the Services.
14. The Consultant shall take out and maintain for the duration of the Services a policy of Professional Indemnity insurance for the amount of liability under clause 12. The Consultant undertakes to use all reasonable endeavours to maintain a similar policy of insurance for six years after the completion of the Services.
15. If either Party is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution.
16. Intellectual property prepared or created by the Consultant in carrying out the Services, and provided to the Client as a deliverable, ("New Intellectual Property") shall be jointly owned by the Client and the Consultant. The Client and Consultant hereby grant to the other an unrestricted royalty-free license in perpetuity to copy or use New Intellectual Property. The Client's rights in relation to this New Intellectual Property are conditional upon the Client having paid all amounts due and owing to the Consultant in accordance with clauses 7 and 8. Intellectual property owned by a Party prior to the commencement of this Agreement (Pre-existing Intellectual Property) and intellectual property created by a Party independently of this Agreement remains the property of that Party. The Consultant accepts no liability for the use of New Intellectual Property or Pre-existing Intellectual Property other than to the extent reasonably required for the intended purposes.
17. The Consultant has not and will not assume any duty imposed on the Client pursuant to the Health and Safety at Work Act 2015 ("the Act") in connection with the Agreement.
18. The Client may suspend all or part of the Services by notice to the Consultant who shall immediately make arrangements to stop the Services and minimise further expenditure. The Client and the Consultant may (in the event the other Party is in material default that has not been remedied within 14 days of receiving the other Party's notice of breach) either suspend or terminate the Agreement by notice to the other Party. If the suspension has not been lifted after 2 months the Consultant has the right to terminate the Agreement and claim reasonable costs as a result of the suspension. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
19. The Parties shall attempt in good faith to settle any dispute by mediation.
20. This Agreement is governed by the New Zealand law, the New Zealand courts have jurisdiction in respect of this Agreement, and all amounts are payable in New Zealand dollars.

February 2019

