

SHORT FORM AGREEMENT FOR CONSULTANT ENGAGEMENT



BETWEEN [Environment Southland]
(CLIENT)

AND [ENVIRA CONSULTING LTD]
(Consultant)

Collectively referred to herein as the "Parties" and individually as a "Party"

PROJECT [Resource Consent Processing]

LOCATION [Invercargill]

SCOPE & NATURE OF THE SERVICES [Processing of resource consent applications. Specialist technical input into resource consent applications. Project management of complex resource consent applications]

PROGRAMME FOR THE SERVICES [Resource consent applications will be lodged with the Client. An internal project manager (PM) will be assigned by the Client. The PM will be responsible for ensuring that all records are filed in accordance with the Client's EDM system and ensuring that the progress of the application is tracked through IRIS. The Consultant shall undertake the s88 check, liaise with other ES departments or external experts are required, prepare all correspondence and reports, present evidence at any hearing and maintain a close working relationship with the PM. The Client shall copy the PM into any correspondence relating to the application. The Client shall be responsible for ensuring that statutory timeframes are met. The decision on notification and the decision on the application shall be made by the Client. The Client shall not make any decisions that are not delegated to consent officer level.]

FEES & TIMING OF PAYMENTS [The fee for services shall be provided on an hourly basis and invoiced monthly. The Client's hourly fee is \$170/hr + GST.]

INFORMATION OR SERVICES TO BE PROVIDED BY THE CLIENT [Word document templates for statutory letters and reports necessary for delivery of the services.]

The Client engages the Consultant to provide the Services described above and the Consultant agrees to perform the Services for the remuneration provided above. Both Parties agree to be bound by the provision of the Short Form Model Conditions of Engagement (overleaf), including clauses 2, 3, 9 and 10 and any variations noted below. Once signed, this agreement, together with the conditions overleaf and any attachments, will replace all or any oral agreement previously reached between the Parties.

VARIATIONS TO THE SHORT FORM MODEL CONDITIONS OF ENGAGEMENT (OVERLEAF) [Health and Safety

1. The Consultant will maintain safe working conditions at all times and must comply with the requirements of any current health and safety legislation.
2. The Consultant is responsible for the identification of hazards.

Expiry of contract: This contract will expire when agreed by both parties in writing]

CLIENT AUTHORISED SIGNATORY (IES):

CONSULTANTS AUTHORISED SIGNATORY (IES):

CONSENTS MANAGER



PRINT NAME:

PRINT NAME: SARAH SMITH, DIRECTOR/PRINCIPAL
SCIENTIST

DATE: [04/04/16]

DATE [05/04/16]

SHORT FORM MODEL CONDITIONS OF ENGAGEMENT

1. The Consultant shall perform the Services as described in the attached documents.
2. 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. 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.
4. In providing the Services the Consultant shall exercise the degree of skill, care and diligence normally expected of a competent professional.
5. The Client shall provide to the Consultant, free of cost, as soon as practicable following any request for information, all information in his or her 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.
6. The Client may order variations to the Services in writing or may request the Consultant to submit proposals for variation to the Services. Where the Consultant considers a direction from the Client or any other circumstance is a Variation the Consultant shall notify the Client as soon as practicable.
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 paid within twenty (20) working days of the relevant invoice being mailed to the Client. Late payment shall constitute a default, and the Client shall pay default 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 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.
10. 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.
11. 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 maximum limit of \$N500,000.
12. Neither Party shall be liable for any loss or damage occurring after a period of six years from the date on which the Services were completed.
13. The Consultant acknowledges that the Consultant currently holds a policy of Professional Indemnity insurance for the amount of liability under clause 11. The Consultant undertakes to use all reasonable endeavours to maintain a similar policy of insurance for six years after the completion of the Services.
14. 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.
15. The Consultant shall retain intellectual property/copyright in all drawings, specifications and other documents prepared by the Consultant. The Client shall be entitled to use them or copy them only for the works to which the Services relate and the purpose for which they are intended. The ownership of data and factual information collected by the Consultant and paid for by the Client shall, after payment by the Client, lie with the Client. The Client may reproduce drawings, specifications and other documents in which the Consultant has copyright, as reasonably required in connection with the project but not otherwise. The Client shall have no right to use any of these documents where any or all of the fees and expenses remain payable to the Consultant.
16. The Consultant has not and will not assume any obligation as the Client's Agent or otherwise which may be imposed upon the Client from time to time pursuant to the Health and Safety in Employment Act 1992 ("the Act") arising out of this engagement. The Consultant and Client agree that in terms of the Act, the Consultant will not be the person who controls the place of work.

17. 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) terminate the Agreement by notice to the other Party. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
18. The Parties shall attempt in good faith to settle any dispute by mediation.
19. 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.



P O Box 5107
Waikiwi, Invercargill 9843
021 044 2136
enviranz@gmail.com

5 July 2017

Environment Southland
P O Box 90116
INVERCARGILL 9840

Attention: Compliance Manager

**EXPRESSION OF INTEREST: WASTEWATER AND INDUSTRIAL DISCHARGE
ASSESSMENT & MONITORING PROGRAMME SUPPORT**

Further to a 26 June 2017 email invitation, Envira Consulting Limited is pleased to present our Expression of Interest in providing support to Environment Southland (ES) for your wastewater and industrial discharge monitoring and assessment programme.

It's our understanding that ES wishes to champion the Southland community's quality of life through:

- Investigating environmental incidents with integrity
- Fostering relationships and building connections
- Achieving positive outcomes that protect our future.

The invitation indicated that ES has need of third party support to deliver the Compliance work programme from time to time, hence the request for Expressions of Interest.

Relevant Experience

A summary of Envira's relevant experience in compliance monitoring, wastewater and industrial discharges is attached.

Staffing

Sarah Smith, Director/Principal Scientist

Sarah is the director of Envira Consulting Limited. She has over 20 years of experience in the environmental science field. Her curriculum vitae is attached.

This has included experience in compliance monitoring of various industrial, air and wastewater discharges in a regional council setting (Taranaki Regional Council (TRC)), providing advice to and engaging with consent holders to assist them in meeting their compliance obligations. This role required a knowledge of consent conditions and relevant plan rule requirements. Sarah's role also involved responding to unauthorized incidents, in collaboration with the TRC Compliance team.

Sarah has also recently assisted the ES Consents team, in the role of Technical Officer responsible for processing several industrial and municipal wastewater discharge consent applications as follows:

- Cleanfill placement
- Discharges of treated municipal wastewater to water, the Coastal Marine Area and land from multiple municipal treatment plants
- Discharges to air from meat and hide processing activities
- Discharges to land and air from dairy processing wastewater application to land
- Discharges to water and land from large-scale meat processing wastewater discharge and biosolid application activities, discharges to air from large-scale meat processing activities (boiler combustion products discharge; odour discharges from by-product processing and wastewater treatment activities), water abstraction from the Oreti River

Consent processing has required a knowledge of relevant ES plans and rule requirements. It has also involved development of robust, technically appropriate consent conditions via collaboration with applicants, ES staff and submitters;

Sarah is based in Invercargill. She will undertake overall project management, compliance monitoring and management activities (including reporting).

Timeframes

We are able to provide compliance work programme support to ES immediately, upon confirmation of our engagement and rates/payment terms/conditions via a Short Form Agreement.

We look forward to further discussions with yourself regarding how Envira can assist ES in compliance matters.

Yours faithfully



Sarah Smith
Director

Enc: Experience Summary Statement
Curriculum vitae – Sarah Smith



Envira Consulting Limited – Experience Summary

Compliance Monitoring

Taranaki Regional Council: Undertaking of compliance monitoring of discharge consents held for various industrial/commercial activities within the Taranaki region. These included discharges to water, air and land.

The monitored industries included meat and by-products processing, skin and hide processing, poultry processing, municipal solid waste disposal (landfills), animal feed milling/production, metal smelting, chemical production, sandblasting, electricity generation, agrichemical manufacturing, fertilizer manufacturing, petrochemical production and dairy product processing.

Duties also including responding to unauthorized incidents reported to Council, in collaboration with the Compliance team.

Resource Consent Processing

Environment Southland: Undertaken resource consent processing, acting as the Technical Officer for various applications involving the following activities:

- Gravel extraction.
- Cleanfill placement
- Placement of excavated soil on a portion of a public greenspace, with the soil having low level contamination present.
- Discharges of treated municipal wastewater to water, the Coastal Marine Area and land from municipal treatment plants
- Discharges to air from meat and hide processing activities
- Discharges to land and air from dairy processing wastewater application to land

- Discharges to water and land from large-scale meat processing wastewater discharge and biosolid application activities, discharges to air from large-scale meat processing activities (boiler combustion products discharge; odour discharges from by-product processing and wastewater treatment activities), water abstraction from the Oreti River

Taranaki Regional Council: Processing of consent applications, including auditing of application documentation, and preparing reports for consideration by decision-makers.

Environmental Management

undertaking and reporting on an environmental audit of wastewater sources on the Imlay plant.

: Undertaking an assessment of consent requirements for a proposed facility using and storing hazardous substances. The assessment was undertaken using the Ministry for the Environment *Hazardous Facilities Screening Procedure* methodology. Substances on site included flammable gases (acetylene, oxygen), solvents and paints.

: Managing consent compliance for multiple farming properties (dairy; sheep/beef), which each had numerous consents associated with DSE discharge and water abstraction activities.

Undertaking sampling and reporting of contaminant levels and contaminant leachability potential of an aluminium dross by-product stored on a quarry site near Edendale.

Sampling of street sweeping material to assess contaminant levels acceptability for disposal at a Class B landfill site at Otatara, near Invercargill.

Consent Application Preparation

Preparation of a resource consent application/AEE to discharge contaminants to air (dust) from a concrete batching plant located north of Auckland.

assisted in the preparation of a resource consent application/AEE to discharge contaminants to air (dust) from a concrete batching plant located in the Ngauranga Gorge in Wellington.

Assisting in the preparation of a resource consent application/AEE to discharge contaminants (stormwater) to surface water (Mokotua Stream) air (dust) from a fertilizer production site near Invercargill.

preparation of a resource consent application/AEE to discharge contaminants to air (odour, dust) and stormwater from a horticultural bark composting/production facility near Christchurch.

preparation of resource consent applications/AEEs for storage of hazardous substances on two freight handling sites in an industrial area of Christchurch. Substances on site included animal health products, cleaning chemicals

and hydrocarbon-based products.

preparation of technical material (nutrient leaching assessment using Overseer®) for inclusion into a resource consent application for a large-scale dairy conversion in South Canterbury. The proposed dairy farming system being modelled comprised near-continuous indoor housing with very limited pasture access and robotic milking.

preparing a resource consent application document for various activities (land use intensification; DSE pond construction; DSE application to land) for a proposed large-scale dairy conversion in mid-Canterbury. This included review of Overseer® modelling that had prepared by a third party.

prepared a resource consent application document for various activities (land use intensification; DSE pond construction; DSE application to land) for a proposed large-scale dairy conversion in north Canterbury. This included review of Overseer® modelling that had prepared by a third party.

preparation of a resource consent application/AEE to discharge contaminants to air (combustion products) from multiple new generator units being installed as part of an upgrade to the Porters skifield.

preparation of an air quality section which was included in an application/AEE for the proposed upgrade of the Shotover WWTP near Queenstown.

preparation of a resource consent application for hazardous substance storage (above-ground and mobile diesel storage) on a site in Woolston, Christchurch.

Land Contamination Assessment

Engaged as a sub-contractor to undertake sampling of stockpiled soil on the former Vulcan Steel site in Invercargill. Sampling was undertaken to establish contaminant level suitability for disposal.

Preparation of a PSI report into a portion of a site proposed for a carpark extension for a supermarket in Invercargill. The portion had previously had a drycleaning business present on it.

Preparation of a PSI report into a site in an industrial area of Gore, that had previously had various commercial/industrial uses present on it, including underground fuel storage in two different locations on the site. The PSI report was commissioned by a potential purchaser as part of pre-purchase investigations.

Gore: Undertaking and reporting on a DSI conducted on a site in an industrial area of Gore, that had previously had various commercial/industrial uses present on it, including underground fuel storage in two different locations on the site. The DSI examined eight locations across the site that the client had specified. The DSI report was commissioned as part of pre-purchase investigations by the client (a potential purchaser).

Preparation of a DSI report into contaminant levels present on a portion of a rural-residential site in urban Invercargill, that had previously had small-scale intensive horticulture (market gardening) present on a portion of it.

Preparation of a PSI report into a large site in Gore which was formerly the Seddon Memorial Hospital complex. Previous land uses on the complex included underground fuel storage, coal storage and chemical usage (mortuary, laboratory services).

I: Preparation of a DSI report into contaminant levels present on a portion of a commercial site undergoing redevelopment in central Invercargill. The site had previously had automotive servicing activities occurring on it.

--- : Preparation of a PSI report into a site in an industrial area of Gore, that had previously had various commercial/industrial uses present on it. The PSI report was commissioned by a potential purchaser as part of pre-purchase investigations.

Preparation of a DSI report into a rural-residential site at West Plains, that had previously had various rural uses present on it, including pastoral farming, with current small-scale intensive horticulture (greenhouses) present on it. The DSI report was commissioned to fulfil an information request made as part of a subdivision application for the property.

Sampling and reporting on soil contaminant levels following removal of multiple underground fuel (diesel, waste oil) storage tanks on a site undergoing commercial redevelopment in Gore.

SARAH SMITH

P O Box 5107, Waikiwi, Invercargill
9810 New Zealand

M: 021 044 2136

E: enviranz@gmail.com

CAREER SUMMARY

Director/Principal Scientist

Undertaking project work for private and public clients including:

- Processing technically complex resource consent applications for local regional council (Environment Southland);
- Land contamination assessments (Preliminary Site Investigations; Detailed Site Investigations). A Suitably Qualified and Experienced Practitioner (SQEP) as per the NES (Soil Contaminants); and
- Hazardous substance facility assessments (using the *MfE Hazardous Facilities Screening Procedure* methodology).

**Envira Consulting
Limited**
March 2016 – present

Senior Environmental Scientist

Undertook project work for private and public clients including:

- Land contamination assessments (Preliminary Site Investigations; Detailed Site Investigations); and
- Providing technical input into various project streams including air quality, environmental compliance and industrial waste discharge to land/water. This included preparing nutrient budgets using *Overseer*[®] and preparing resource consent applications for discharge activities.

**Low Environmental
Impact Ltd**
2013 – 2016

Senior Environmental Scientist

Reporting to the Discipline Leader – Environment, provided technical input into project streams including air quality, land contamination, environmental compliance and industrial waste discharge to land/water.

Spiire
2001 - 2013

Environmental Engineer

Provided environmental engineering input into industrial & municipal wastewater, air quality, resource management compliance and environmental impact projects.

Beca
1999-2001

Environmental Engineer

Preparation of consent applications and provision of environmental engineering input into industrial & municipal wastewater and resource management compliance work streams.

Harrison Grierson
1998-1999

Environment Officer (Hawkes Bay Protein) (fixed term contract position)

Prepared a consent application for discharges to air (primarily odour) from a meat by-product processing facility.

**Hawkes Bay Protein
Limited**
Richmond Awatoto
Apr.-Nov.1998

Waste Minimisation Co-ordinator (Richmond Awatoto)

Co-ordinated the on-site "Target Zero" pilot waste minimisation programme at a meat processing facility.

Scientific Officer (Air Quality)

- Processing of consent applications, including auditing of application documentation, and preparing reports for consideration by decision-makers; and
- Undertaking of compliance monitoring of consents held for various industrial/commercial activities within the Taranaki region.

**Taranaki Regional
Council**
1995-1998

EDUCATION & PROFESSIONAL DEVELOPMENT

Bachelor of Technology (Environmental Engineering)	Massey University	1995
PRINCE2 Project Management - <i>Practitioner</i>	OGC	2012
Sustainable Nutrient Management in New Zealand Agriculture	Massey University	2012
Advanced Sustainable Nutrient Management in New Zealand Agriculture	Massey University	2015

MEMBERSHIPS

Waste Management Institute of New Zealand
Australasian Land and Groundwater Association

Eligible for full IPENZ membership

Short Form Agreement for Consultant Engagement

Between: *Environment Southland*

.....
(Client)

and: *Envira Consulting Limited*

.....
(Consultant)

Collectively referred to herein as the "Parties" and individually as a "Party"

Project: *Wastewater and Industrial Discharge Compliance Assessment & Monitoring*

Location: *Invercargill*

Scope & nature of the Services: *Review reports received from consent holders and assess compliance against relevant consents*

Programme for the Services: *Compliance monitoring reports are supplied to the client by the consent holder. These reports will be allocated to the contractor by the Team Leader Compliance Technical (TLCT). The TLCT is responsible for providing the consultant with relevant resource consents and guidance to relevant computer files and resources. The consultant shall review the consent holders reports and assess compliance against the relevant consents. Where issues regarding interpretation or non-compliance are identified, the consultant shall raise these with the TLCT and an appropriate course of action identified. The consultant shall report the level of compliance with the relevant resource and draft a response to the consent holder. The TLCP shall review all out-going correspondence.*

A log of all resource consent assessments shall be recorded in accordance with the "Work direction for Envira Consulting Limited August 2017"

Fees & timing of payments: *The fee for service shall be provided on an hourly basis and invoiced monthly. The consultant's hourly fee is \$170.00/hour + GST.*

Information or services to be provided by the Client: *Access to computer workstation, all resource consents and background information relevant to each consent necessary for the delivery of the above services*

The Client engages the Consultant to provide the Services described above and the Consultant agrees to perform the Services for the remuneration provided above. Both Parties agree to be bound by the provision of the Short Form Model Conditions of Engagement (overleaf), including clauses 2, 3, 9 and 10 and any variations noted below. Once signed, this agreement, together with the conditions overleaf and any attachments, will replace all or any oral agreement previously reached between the Parties.


Variations to the Short Form Model Conditions of Engagement (overleaf):

Health and Safety

- 1. the consultant will maintain safe working conditions at all times and must comply with the requirements of any current health and safety legislation*
- 2. The consultant is responsible for the identification of any hazards*

Expiry of contract: This contract will expire when agreed by both parties in writing



Client authorised signatory (ies): Print name: Date: 5/09/17	Consultant authorised signatory (ies):  Print name: Sarah Smith Date: 6 September 2017
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SHORT FORM MODEL CONDITIONS OF ENGAGEMENT

1. The Consultant shall perform the Services as described in the attached documents.
2. 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. 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.
4. In providing the Services the Consultant shall exercise the degree of skill, care and diligence normally expected of a competent professional.
5. The Client shall provide to the Consultant, free of cost, as soon as practicable following any request for information, all information in his or her 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.
6. The Client may order variations to the Services in writing or may request the Consultant to submit proposals for variation to the Services. Where the Consultant considers a direction from the Client or any other circumstance is a Variation the Consultant shall notify the Client as soon as practicable.
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 paid within twenty (20) working days of the relevant invoice being mailed to the Client. Late payment shall constitute a default, and the Client shall pay default 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 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.
10. 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.
11. 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 maximum limit of \$NZ500,000.
12. 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.
13. 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 11. The Consultant undertakes to use all reasonable endeavours to maintain a similar policy of insurance for six years after the completion of the Services.
14. 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.
15. Intellectual property prepared or created by the Consultant in carrying out the Services ("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. Intellectual property owned by a Party prior to the commencement of this Agreement and intellectual property created by a Party independently of this Agreement remains the property of that Party. The ownership of data and factual information collected by the Consultant and paid for by the Client shall, after payment by the Client, lie with the Client. The Consultant does not warrant the suitability of New Intellectual Property for any purpose other than the Services or any other use stated in the Agreement.
16. The Consultant has not and will not assume any obligation as the Client's Agent or otherwise which may be imposed upon the Client from time to time pursuant to the Health and Safety in Employment Act 1992 ("the Act") arising out of this engagement. The Consultant and Client agree that in terms of the Act, the Consultant will not be the person who controls the place of work.
17. 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) terminate the Agreement by notice to the other Party. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
18. The Parties shall attempt in good faith to settle any dispute by mediation.
19. 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.





P O Box 5107
Waikiwi, Invercargill 9843
021 044 2136
enviranz@gmail.com

12 April 2018

Environment Southland
P O Box 90116
INVERCARGILL 9840

Attention: Consents Manager

Dear Mike,

EXPRESSION OF INTEREST: CONSENT PROCESSING SUPPORT

Further to your 12 April 2018 email, Envira Consulting Limited is pleased to present our Expression of Interest in providing support to Environment Southland for consent processing.

The invitation indicated that Environment Southland has need of third party support to deliver its consent processing and advice provision work programme from time to time, hence the request for Expressions of Interest.

Relevant Experience

A summary of Envira's relevant experience is attached. As indicated in the summary, we have prepared numerous technical reports, which were written for a wide range of audiences.

We have previously assisted the ES Consents Division with processing of various consent applications as follows:

- Gravel extraction from the Oreti River
- Placement of excavated soil (with low-level contamination present) from a HAIL site onto a portion of a public greenspace;
- Variations to existing discharge consents for air discharges (coal combustion) and stormwater discharge monitoring
- Cleanfill placement
- Discharges of treated municipal wastewater to water, the Coastal Marine Area and land from multiple municipal treatment plants
- Discharges to air from meat and hide processing activities
- Discharges to land and air from dairy processing wastewater application to land

- Discharges to water and land from large-scale meat processing wastewater discharge and biosolid application activities, discharges to air from large-scale meat processing activities (boiler combustion products discharge; odour discharges from by-product processing and wastewater treatment activities), water abstraction from the Oreti River

Consent processing required a knowledge of relevant ES plans and rule requirements. It has also involved development of robust, technically appropriate consent conditions via collaboration with applicants, ES staff and submitters.

This role required us to work collaboratively with a wide range of interested parties and ES staff, as well as meeting statutory deadlines.

We have also recently assisted the ES Compliance Division (Technical section) with reviewing/auditing information supplied by consent holders to fulfil reporting requirements in their consents.

Staffing

The Envira team member who would be responsible for consent processing is Sarah Smith, who is based in Invercargill. Sarah will undertake overall project management and consent processing activities.

Sarah is the director of Envira Consulting Limited. She has 23 years of experience in the environmental science field. Her curriculum vitae is attached.

Sarah has prior experience in a regional council setting (Taranaki Regional Council, Environment Southland), providing advice to and engaging with consent applicants and processing resource consent applications.

Timeframes

We are able to provide consent processing support immediately, upon mutual confirmation of our engagement and rates/payment terms/conditions via a Short Form Agreement.

We look forward to further discussions with yourself regarding how Envira can assist Environment Southland in this matter.

Yours faithfully

Sarah Smith
Director

Enc: Experience Summary Statement
Curriculum vitae – Sarah Smith



Relevant Experience

Regional Council Assistance Provision

Environment Southland: undertook resource consent processing for the Consents Division, acting as the Technical Officer for various applications involving the following activities:

- Gravel extraction.
- Cleanfill placement.
- Placement of excavated soil from a HAIL site on a portion of a public greenspace, with the soil having low level contamination present.
- Discharges of treated municipal wastewater to water, the Coastal Marine Area and land from municipal treatment plants.
- Discharges to air from meat and hide processing activities.
- Discharges to land and air from dairy processing wastewater application to land.
- Discharges to water and land from large-scale meat processing wastewater discharge and biosolid application activities.
- Discharges to air from large-scale meat processing activities (boiler combustion products discharge; odour discharges from by-product processing and wastewater treatment activities).

Environment Southland: assisted the Compliance Division (Technical) section with review and auditing of information supplied by consent holders to fulfil reporting requirements in resource consent conditions.

Consent Application Preparation

prepared a resource consent application/AEE to discharge contaminants to air (dust) from a concrete batching plant located north of Auckland.

assisted in the preparation of a resource consent application/AEE to discharge contaminants to air (dust) from a concrete batching plant located in the Ngauranga Gorge in Wellington.

prepared a resource consent application/AEE to discharge contaminants to air (odour, dust) and stormwater from a horticultural bark composting/production facility near Christchurch.

prepared technical material (nutrient leaching assessments using *Overseer*[®]) for inclusion into a resource consent application for a large-scale dairy conversion in South Canterbury. The proposed dairy farming system being modelled comprised near-continuous indoor housing with very limited pasture access and robotic milking.

prepared a resource consent application document for various activities (land use intensification; DSE pond construction; DSE application to land) for a proposed large-scale dairy conversion in mid-Canterbury. This included review of *Overseer*[®] modelling that had prepared by a third party.

prepared a resource consent application document for various activities (land use intensification; DSE pond construction; DSE application to land) for a proposed large-scale dairy conversion in north Canterbury. This included review of *Overseer*[®] modelling that had prepared by a third party.

prepared a resource consent application/AEE to discharge contaminants to air (combustion products) from multiple new generator units being installed as part of an upgrade to the Porters skifield.

prepared the air quality section of an application/AEE for the proposed upgrade of the Shotover WWTP near Queenstown.

Technical Reporting

lead author of technical report on wastewater application to land to support a resource consent application for continued application of dairy processing wastewater to land near Pahiatua in the Manawatu.

lead author of technical report on wastewater application to land to support a resource consent application for continued application of dairy processing wastewater to land at Lichfield in the Waikato.

lead author of technical report on wastewater application to land to support a resource consent application for continued application of dairy processing wastewater to land near Darfield, mid-Canterbury.

undertook investigations and modelling (using *Overseer*[®]) to establish nutrient leaching rates under current and proposed process wastewater irrigation scenarios associated with the proposed expansion of the Studholme dairy processing site near Oamaru.

Environmental Management

undertook and reported on an environmental audit of wastewater sources on the Imlay plant.

managed consent compliance for multiple farming properties (dairy; sheep/beef) in the Waitaki Valley and Maniatoto areas, which each had numerous consents associated with discharge and water abstraction activities.

undertook sampling and reporting of contaminant levels and contaminant leachability potential of an aluminium dross by-product stored on a quarry site near Edendale.

prepared a management plan to monitor potential contamination issues associated with the development of a new recreational small arms range (skeet and trap shooting) near Masterton.

Hazardous Substances

prepared resource consent applications/AEEs for storage of hazardous substances on two freight handling sites in an industrial area of Christchurch. Substances included animal health products, cleaning chemicals and hydrocarbon-based products.

undertook an assessment of various hazardous substances present on a large dolomite quarry site to determine hazardous substance resource consent requirements for an expansion to the site, using the Ministry for the Environment *Hazardous Facility Screening Procedure* methodology.

undertook an assessment of various hazardous substances present on a large contracting site to determine hazardous substance resource consent requirements, using the Ministry for the Environment *Hazardous Facility Screening Procedure* methodology.

prepared a resource consent application to permit the use, storage and management of additional hazardous substances (anhydrous ammonia refrigerant) as part of an expansion of existing refrigeration facilities on a meat processing site near Invercargill.

prepared a resource consent application for hazardous substance storage (above-ground and mobile diesel storage) on a site in Woolston, Christchurch.

Land Contamination Assessment

- Preliminary Site Investigations (PSIs)

prepared a PSI report into a portion of a site proposed for a carpark extension for a supermarket in Invercargill. The portion had previously had a drycleaning business present on it.

prepared a PSI report into a site in central Invercargill that was proposed for redevelopment into a medical centre complex. Previous land uses identified included underground fuel storage, coal storage, persistent pesticide usage and asbestos usage in building construction.

prepared a PSI report into a site in Gore which had previously had a large petroleum fuel storage facility present on it.

prepared a PSI report into a large site in Gore which was formerly the Seddon Memorial Hospital complex. Previous land uses on the complex included underground fuel storage, coal storage and chemical usage (mortuary, laboratory services).

prepared a PSI report into a site in an industrial area of Gore, that had previously had various commercial/industrial uses present on it. The PSI report was commissioned by a potential purchaser as part of pre-purchase investigations.

prepared a PSI report into a site in an industrial area of Gore, that had previously had various commercial/industrial uses present on it, including underground fuel storage in two different locations on the site. The PSI report was commissioned as part of pre-purchase investigations by the client (a potential purchaser).

prepared a PSI report into a site in Riverton that had previously had a small municipal landfill present on it. The report was commissioned by the site owner with a view to future development.

- ***Detailed Site Investigations (DSIs)***

engaged as a sub-contractor to sample stockpiled soil on the former Vulcan Steel site in Invercargill to establish contaminant level suitability for disposal.

undertook technical peer review of DSI reports for various land contamination investigations in the Otago region.

sampled and reported on soil contaminant levels following removal of an underground diesel storage tank on a farm near Edendale.

prepared a DSI report with sampling and reporting on soil contaminant levels on a commercial site in urban Invercargill that had previously been used for railways activities, including scrap metal storage.

prepared a DSI report with sampling and reporting on soil contaminant levels on a portion of a site into a site in central Invercargill that was proposed for redevelopment into a medical centre complex.

undertook and reported on a DSI conducted on a site in an industrial area of Gore, that had previously had various commercial/industrial uses present on it, including underground fuel storage in two different locations on the site.

prepared a DSI report into contaminant levels present on a portion of a rural-residential site in urban Invercargill, that had previously had small-scale intensive horticulture (market gardening) present on a portion of it.

prepared a DSI report into contaminant levels present on a portion of a commercial site undergoing redevelopment in central Invercargill. The site had previously had automotive servicing activities occurring on it.

prepared a DSI report into contaminant levels present on site undergoing residential redevelopment in urban Invercargill. The site had previously had agrichemical usage associated with (including potential for persistent pesticide usage).

prepared a DSI report into a rural-residential site at West Plains, that had previously had various rural uses present on it, including pastoral farming, with current small-scale intensive horticulture (greenhouses) present on it.

sampled and reported on soil contaminant levels following removal of multiple underground fuel (diesel, waste oil) storage tanks on a site undergoing commercial redevelopment in Gore.

prepared a DSI report into contaminant levels present on a portion of a commercial site undergoing redevelopment in central Southland. The site had previously had timber storage present on it and was an active transport yard with vehicle storage and servicing occurring on it.

SARAH SMITH

P O Box 5107, Waikiwi, Invercargill
9810 New Zealand

M: 021 044 2136

E: enviranz@gmail.com

CAREER SUMMARY

Director/Principal Scientist

Undertaking project work for private and public clients including:

- Processing technically complex resource consent applications for the Environment Southland Consents Division;
- Assisting the Environment Southland Compliance Division (Technical section) with reviewing/auditing information supplied by consent holders;
- Land contamination assessments (Preliminary Site Investigations; Detailed Site Investigations). Sarah is a Suitably Qualified and Experienced Practitioner (SQEP) as per the NES (Soil Contaminants);
- Undertaking soil contaminant assessments following underground storage tank removals;
- Preparing consent applications for hazardous substance storage;
- Hazardous substance facility consenting assessments (using the MfE *Hazardous Facility Screening Procedure* methodology).

**Envira Consulting
Limited**
March 2016 – present

Senior Environmental Scientist

Undertook project work for private and public clients including:

- Providing technical input into various project streams including air quality (including odour), environmental compliance and industrial and domestic wastewater discharges to land/water.
- Preparing resource consent applications for various discharge activities including discharges to air (including odour and particulates) and industrial and domestic wastewater discharges to land/water.
- Preparing nutrient budgets using *Overseer*[®], to support resource consent applications for agricultural land use intensification and industrial wastewater application to land.
- Undertaking land contamination assessments (Preliminary Site Investigations; Detailed Site Investigations).

**Lowe Environmental
Impact Ltd**
2013 – 2016

Senior Environmental Scientist

Reporting to the Discipline Leader – Environment, provided technical input and preparing resource consent applications for various project streams including air quality, land contamination and industrial and domestic waste discharges to land/water.

Spiire
2001 - 2013

Environmental Engineer

Provided environmental engineering input into industrial & municipal wastewater, air quality, resource management compliance and environmental impact projects.

Beca
1999-2001

Environmental Engineer

Preparation of consent applications and provision of environmental engineering input into industrial & municipal wastewater and resource management compliance work streams.

Harrison Grierson
1998-1999

Environment Officer (Hawkes Bay Protein) (fixed term contract position)

Prepared a consent application for discharges to air (primarily odour) from a meat by-product processing facility.

**Hawkes Bay Protein
Limited**
Richmond Awatoto
Apr.-Nov.1998

Waste Minimisation Co-ordinator (Richmond Awatoto)

Co-ordinated the on-site "Target Zero" pilot waste minimisation programme at a meat processing facility.

Scientific Officer (Air Quality)**Taranaki Regional
Council
1995-1998**

- Processing of consent applications, including auditing of application documentation, and preparing reports for consideration by decision-makers; and
- Undertaking of compliance monitoring of consents held for various industrial/commercial activities within the Taranaki region.

EDUCATION & PROFESSIONAL DEVELOPMENT

Bachelor of Technology (Environmental Engineering)	Massey University	1995
Toxicology of Contaminated Sites	Lincoln University	2001
Toxicology of Heavy Metals	Lincoln University	2003
Site & Soil Assessment for On-Site Wastewater Management Systems	Centre for Environmental Training	2004
Interactive Contaminated Site Assessment Workshop " <i>Play the Game</i> "	Hands-On Training	2006
PRINCE2 Project Management - <i>Practitioner</i>	OGC	2012
Sustainable Nutrient Management in New Zealand Agriculture	Massey University	2012
Advanced Sustainable Nutrient Management in New Zealand Agriculture	Massey University	2015
Comprehensive First Aid	Red Cross	2017

MEMBERSHIPS

Waste Management Institute of New Zealand
Australasian Land and Groundwater Association
Association for Women in the Sciences

Eligible for full IPENZ membership



CONSULTANCY CONTRACT
for
PROFESSIONAL ENVIRONMENTAL SERVICES

CONTRACT NO: 00004

Parties	
Southland Regional Council (Council)	
Envira Consulting Limited (Consultant)	
Agreement	
1.	The Consultant agrees to provide the Services and do the other things as set out in this Contract.
2.	The Council agrees to pay the Fees to the Consultant and to do the other things set out in this Contract.
3.	The parties agree as set out in the Contract Conditions.
4.	The Contract Documents comprise: <ul style="list-style-type: none"> ▪ this Agreement ▪ the Reference Schedule ▪ the Contract Conditions ▪ the Payment Schedule ▪ the Services Schedule
Execution	
Dated 24 May 2018	
Signed for the Council by _____ Acting Consents Manager	<hr style="border: 0; border-top: 1px solid black; margin-top: 20px;"/>
Signed for the Consultant by Sarah Smith, Director	<hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/>

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Consultancy Contract

Reference Schedule			
Commencement Date:	23 May 2018	Completion Date:	N/A
Renewal Term:	1 year		
Maximum Contract Term:	1 year from the Commencement Date		
Services:	The Consultant is to provide professional environmental services to the Client as more particularly described in the attached Services Schedule.		
Fees:	As set out in the Payment Schedule.		
Insurance:			
Public Liability Cover Amount:	\$ 2 000,000		
Statutory Liability Cover Amount:	\$2 000,000		
Professional Indemnity Amount:	\$1 000,000		
Health and Safety Plan:	The Consultant is required to provide a Services specific health and safety plan upon request under clause 10.3.		
Council address for notices:	Southland Regional Council 220 Price Street, Waikiwi Invercargill 9810		
Consultant address for notices:	Envira Consulting Limited PO Box 5107 Waikiwi, Invercargill		

Additional schedules

Schedules and attachments included in the Contract Documents are:

<input type="checkbox"/>	Payment Schedule
<input type="checkbox"/>	Services Schedule

Consultancy Contract
CONTRACT CONDITIONS

1. Services

1.1 The Consultant shall provide the Services from the Commencement Date in accordance with this Contract, all applicable industry and good practice standards, all statutory and regulatory requirements and with due care and skill.

2. Term and Completion

2.1 Where this Contract has a Completion Date included in the Reference Schedule, the Consultant shall diligently provide the Services and complete the Services by the Completion Date. Where a Completion Date is not included in the Reference Schedule the Consultant shall diligently proceed with the provision and completion of the Services.

2.2 Notwithstanding clause 16, the Council may terminate this Contract at any time by notice in writing.

3. Renewal or extension

3.1 This Contract may be extended or renewed on such terms as the Council may agree.

Council instructions

4.1 The Consultant shall provide the Services in accordance with all reasonable Council instructions.

5. Variations

5.1 The Council may amend the nature of the Services, include further Services or omit Services, change the timing or sequence of the Services or the hours that the Services can be carried out (a Variation).

5.2 Variations shall be instructed by the Council by a written Variation order.

5.3 The Fees shall be adjusted by the value of the Variation.

5.4 Where reasonable the Variation shall be valued on the basis of the Consultant's pricing as set out in the Payment Schedule (where attached).

5.5 Otherwise the value of the Variation shall be the reasonable net value of the extra costs and expenses incurred by the Consultant in carrying out the Variation plus a reasonable margin for profit.

5.6 Where the scope of the Services is decreased the Fees adjustment shall exclude the Consultant's margin (to the intent that the Consultant still receives its full margin for negative variations).

5.7 The value of each Variation shall as far as possible be determined by agreement between the Consultant and Council prior to the Services under the Variation proceeding.

5.8 Failing agreement, the value of the Variation shall be determined in accordance with the dispute resolution clauses of this Contract.

6. Council procedures

6.1 The Consultant shall ensure all Consultant personnel comply with all Council procedures policies and codes of conduct as notified by the Council when working on any premises controlled by the Council. Where no procedures, policies or codes of conduct are notified the Consultant shall ensure its personnel have due regard for the Council's premises, employees and other persons on the premises.

7. Conflicts

7.1 The Consultant must:

7.1.1 avoid all possible conflicts of interest whether direct or indirect and must disclose in writing

to the Council any actual or potential conflict of interest as soon as it arises; and

7.1.2 in the provision of the Services comply with all reasonable policies or protocols relating to conflict of interest disclosure and management as notified by the Council.

8. Intellectual Property

8.1 Each party shall continue to own Intellectual Property held by it prior to the commencement of this Contract.

8.2 The Consultant grants a non-exclusive licence to the Council to utilise all Intellectual Property provided or produced by the Consultant as part of the Services.

8.3 The Consultant warrants that the Intellectual Property utilised or provided by the Consultant in the provision of the Services does not infringe the Intellectual Property rights of any other person.

9. Contract information

9.1 All Contract Information is owned by the Council. The Consultant may use Contract Information for the purposes of this Contract only.

9.2 On termination of this Contract for any reason:

9.2.1 The Consultant shall, as requested by the Council, immediately return all Contract Information held by the Consultant to the Council and any other property or equipment of the Council's in the possession or control of Consultant in relation to this Contract; and

9.2.2 The Consultant may retain a copy of such Contract Information for business records retention purposes only. Such Contract Information shall remain confidential and shall not be released to any third party without the written approval of Council.

10. Health and Safety

10.1 The Consultant shall comply with its obligations under the HSW Act, all regulations made under the HSW Act and all approved codes of practice under the HSW Act.

10.2 The Consultant will ensure that its personnel where accessing any Council site or premises in the course of providing the Services:

10.2.1 comply with (as applicable) all Council health and safety policies and procedures notified by the Council and all health and safety requirements as notified by the contractor or person having management or control of the site or premises; and

10.2.2 will not do or omit to do anything that would expose its personnel or any other person to the risk of injury.

10.3 Where indicated in the Reference Schedule, the Consultant shall provide its Services specific health and safety plan to the Council prior to commencing the Services.

10.4 The Consultant will also comply with all Council health and safety policies and procedures attached to this Contract or notified by the Council.

10.5 The Consultant shall notify the Council promptly after any of the following occurs:

10.5.1 an accident or an incident notifiable to the Council in terms of such policies and procedures;

10.5.2 a hazardous situation which the Consultant becomes aware of on the Site; and

Consultancy Contract
CONTRACT CONDITIONS

- 10.5.3 a notifiable event under the HSW Act.
- 10.6 The Consultant shall:
- 10.6.1 maintain a register of accidents and serious harm;
- 10.6.2 investigate accidents and identify their cause;
- 10.6.3 ensure that all persons under the Consultant's control are appropriately supervised; and
- 10.6.4 provide written notification (and copy to the Council) to the regulator of all notifiable events in accordance with section 56 of the HSW Act.
- 10.7 The Consultant does not assume any obligations as a representative of the Council or as person in control of a place of work under the HSW Act unless that obligation is part of the Services.
- 10.8 Hazards associated with the Services known to Council which a competent consultant may not reasonably be taken to know of are listed in the Reference Schedule.
- 10.9 The Council may itself or through an agent audit the Consultant's compliance with its health and safety procedures and obligations under the HSW Act and this Contract.
- 10.10 The Consultant will co-operate with the Council in any audit undertaken by the Council or its agent(s). The Consultant will allow the Council or its agent access to all aspects of the provision of the Services and/or to any site on which the Services are carried out, to carry out such audits.
- 10.11 The Council may require the Consultant to cease the provision of the Services (or any part of the Services) where in the Council's reasonable view the continued carrying out of the Services would (or be likely to) constitute a breach of the HSW Act, the health and safety provisions in this Contract or be a danger to persons or property.
- 11. Insurance**
- 11.1 Public liability: The Consultant shall effect public liability insurance for at least the sum set out in the Reference Schedule for any one claim or series of claims arising out of the same occurrence with no limit on the total number of occurrences payable.
- 11.2 The public liability insurance arranged by the Consultant shall cover liability for loss or damage to any property, injury or death or illness to any person occurring anywhere in New Zealand arising out of the performance of the Services.
- 11.3 Motor vehicle public liability: The Consultant shall effect insurance against public liability arising out of the use of any motor vehicle belonging to or under the custody or control of the Consultant in connection with the provision of the Services. 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 shall be for at least the sum set out in the Reference Schedule 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.
- 11.4 Professional Indemnity: The Consultant shall effect professional indemnity insurance for negligence for at least the sum set out in the Reference Schedule for any one claim. The Consultant shall arrange and keep the professional indemnity insurance cover in force for six (6) years after the expiry of this Contract.
- 11.5 The insurances required under this clause must be in place during the Term.
- 11.6 If requested, the Consultant shall provide to the Council a certificate from the insurer that the insurances required by this Contract are in force.
- 11.7 The Council may arrange or keep in place any insurance required by this Contract that the Consultant fails to arrange.
- 11.8 The Council may pay any premium due and not paid by the Consultant. Premiums paid shall be payable by the Consultant to the Council on request.
- 12. Payment**
- 12.1 The Council shall pay the Fees to the Consultant as set out in the Payment Schedule.
- 12.2 Subject to receipt of a valid tax invoice, the Council shall pay GST on all amounts payable under this Contract that are a taxable supply under the GST Act. GST shall be payable on the date for payment of the corresponding supply.
- 12.3 Invoices shall include the invoice content set out in the Payment Schedule, shall be submitted and shall be payable as set out in the Payment Schedule.
- 12.4 Expenses shall be reimbursed to the Consultant in accordance with the Payment Schedule. If the Payment Schedule does not cover expenses reimbursement then only expenses that have been approved in writing by the Council will be reimbursed.
- 12.5 The Council shall not (except as set out in this Contract) be liable for any corporate, personal, schedular or withholding taxes or other taxes and levies in respect of the Consultant, its employees, or subcontractors arising in connection with this Contract. The Consultant shall indemnify the Council for any claim upon it by the Inland Revenue Department for any corporate, personal, schedular or withholding taxes or other taxes or levies which should have been paid in respect of the Consultant, its employees or subcontractors and/or any payment to the Consultant under this Contract.
- 12.6 The Consultant warrants that it is a New Zealand resident for the purposes of the New Zealand Schedular Payments tax regime and confirms that the Council is not required to make schedular tax deductions under that regime in relation to payments made to the Consultant under this Contract.
- 13. Force majeure**
- 13.1 Force Majeure means any cause reasonably beyond a party's control and where the party cannot reasonably mitigate its effects including strikes, lockouts, riots, acts or war, epidemics, governmental action superimposed after the date of this Contract, fire, power failures, earthquakes or other disasters.
- 13.2 Force Majeure does not include industrial action on the part of the Consultant or the Consultant's (or its subconsultant's) employees.
- 13.3 If any party to this Contract is unable to carry out that party's obligations under this Contract due to Force Majeure, the party who cannot carry out its obligations must give the other party notice as soon as practicable of the cause and insofar as it is known the probable extent to which the party giving the notice will be unable to perform or will be delayed in performing its obligations.

Consultancy Contract
CONTRACT CONDITIONS

- 13.4 On the issue of a Force Majeure notice, the relevant obligations of the party giving the notice will be suspended insofar as that party is prevented during the continuation or intervention of such cause to carry out those obligations.
- 13.5 The party giving a Force Majeure notice must take all reasonable steps to eliminate or reduce the Force Majeure effects and must resume performance as promptly as is practicable.
- 14. Indemnity**
- 14.1 The Consultant shall be liable for and shall indemnify the Council in respect of any damages, costs, loss or expenses incurred by the Council as a result of any breach by the Consultant of any of its obligations under this Contract, or as a direct result of any other negligent or fraudulent error or omission on the Consultant's part in the provision of the Services.
- 15. Liability limitation**
- 15.1 Damages payable by either party to the other under this Contract shall be limited to the amount of reasonably foreseeable loss and damage suffered as a direct result of such breach.
- 15.2 The maximum amount of damages payable by one party to the other under this Contract whether for direct or indirect losses or whether under the law of contract, tort or otherwise is limited to the Liability Limitation Amount stated in the Reference Schedule.
- 16. Termination**
- 16.1 Either the Council or the Consultant may terminate this Contract immediately by notice in writing if the other party commits any material breach of this Contract and fails to remedy the breach within 15 Working Days of receiving written notice of such breach. (Such notice must specify it is given under this clause and that termination may follow if the breach is not remedied.)
- 16.2 The Council may immediately terminate this Contract, by giving written notice of termination to the Consultant, if any of the following events occur:
- 16.2.1 The Consultant having 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).
- 16.2.2 The Consultant having 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.
- 16.2.3 The Consultant abandons or repudiates this Contract.
- 17. Disputes**
- 17.1 Amicable resolution: Without limiting the application of the clauses below relating to dispute resolution, in the event of a dispute arising in connection with this Contract the parties shall actively and openly endeavour to amicably settle such dispute themselves, with a view to achieving prompt resolution.
- 17.2 Mediation: Either party may, by notice in writing to the other, refer any dispute under this Contract to mediation, in which case the following shall apply:
- 17.2.1 The mediation shall be conducted by a single mediator.
- 17.2.2 The parties shall endeavour to agree on a mediator.
- 17.2.3 If the parties cannot agree on a single mediator within 10 Working Days of service of notice of intention to commence mediation, either party may request the Resolution Institute New Zealand to appoint a sole mediator.
- 17.2.4 The mediator shall discuss the matter with the parties (separately or jointly as the mediator may determine) and endeavour to resolve the dispute by agreement.
- 17.2.5 All discussions in the mediation shall be without prejudice and shall not, save in the case of proceedings to enforce settlement concluded by mediation, be referred to in any later proceedings.
- 17.2.6 Each party shall bear their own costs in mediation and shall pay the cost of the mediator in equal shares.
- 17.3 Arbitration: If the parties fail to resolve the dispute by mediation, then either party may by written notice to the other refer the dispute to arbitration in accordance with the Arbitration Act 1996 on the following terms:
- 17.3.1 A single arbitrator shall be appointed.
- 17.3.2 If the parties fail to agree on an arbitrator, then the Resolution Institute New Zealand shall appoint the arbitrator.
- 17.3.3 No person who has participated in an informal dispute resolution of the dispute shall act as arbitrator.
- 17.3.4 The parties agree that the arbitrator's decision shall be final and binding.
- 17.3.5 Each party shall bear their own costs in arbitration and (in the absence of an arbitrator's award to the contrary) shall pay the costs of the arbitrator in equal shares.
- 17.4 Pending the settlement of the dispute, the parties shall continue to perform all their obligations under the Contract except neither party shall be obliged to pay any money which is the subject of the dispute.
- 17.5 A party to the Contract may not commence any court or arbitration proceedings relating to a dispute unless it has complied with the clauses above relating to dispute resolution (except where the party seeks urgent interlocutory or injunctive relief).
- 18. Media statements**
- 18.1 The Consultant shall not release public or media statements or publish material related to the Services or this Contract without the prior written approval of the Council.
- 18.2 The Consultant shall not respond to media requests for information or comment in relation to the Services or in any way relating to this Contract. All such requests shall be referred to the Council for reply.
- 19. Confidentiality**
- 19.1 The Consultant agrees that during and after the term of the Contract the Confidential Information shall be treated as confidential. Subject to clause 20 the Consultant shall not disclose Confidential Information to any third party (other than as is required to perform the Services or to obtain any consent or approval, or any other party the Consultant may need to consult with in order to provide the Services) during or after the Term of this Contract.

Consultancy Contract
CONTRACT CONDITIONS

- 19.2 The Consultant shall not use or attempt to use any Confidential Information for any purpose other than to provide the Services.
- 19.3 Subject to clause 20, the Consultant may release the Confidential Information where (and only to the extent) required to be disclosed by any law or competent authority or in relation to any proceedings or action before any court, tribunal or other competent body.
- 19.4 The Consultant shall ensure that all Confidential Information is kept secure and shall return or destroy such information on the completion of the Services. The Consultant may keep one copy as required for business records retention purposes.
- 19.5 The Consultant will not, and shall ensure its personnel and subconsultants do not, view or access any Council electronic or hard copy files or information other than is required for the provision of the Services AND where access has been authorised by the Council.
- 19.6 The Consultant shall ensure that when its personnel or subconsultants access any Council IT system, such persons do not, other than is authorised by the Council:
- 19.6.1 copy, move or re-organise any computer files or information; or
- 19.6.2 make changes to any Council computer files or software.
- 19.7 Where required by the Council, the Consultant shall provide written undertakings as to the requirements of this clause 19 from any person(s) engaged in the provision of the Services.
- 20. Official Information legislation**
- 20.1 The parties acknowledge that Council is subject to the Local Government Official Information and Meetings Act 1987 and that under that Act the Council may be required to release information about the Services and the Consultant.
- 20.2 In addition, the Consultant agrees to comply with the requirements of the Local Government Official Information and Meetings Act 1987 in relation to all information relating to the Council held by the Consultant or its employees.
- 20.3 The Consultant will only release information to a third party under the Local Government Official Information and Meetings Act 1987 through the Council unless compelled by a competent authority, in which case it will immediately advise the Council as to the information released.
- 21. No Partnership**
- 21.1 Nothing in this Contract constitutes the parties as partners 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 in this Contract or authorised in writing.
- 22. No Employment Contract**
- 22.1 The parties expressly acknowledge that this is not a contract of employment.
- 23. Amendment**
- 23.1 This Contract cannot be amended, modified or varied or supplemented except in writing signed by duly authorised representatives of the parties.
- 24. Severance**
- 24.1 The illegality, invalidity or unenforceability of any provision in this Contract will not affect the legality, validity or enforceability of any other provisions.
- 25. Waiver**
- 25.1 No right under this Contract shall be deemed to be waived except by notice in writing signed by the party providing the waiver.
- 25.2 A waiver by either party will not prejudice its rights in respect of any subsequent breach of this Contract by the other party.
- 25.3 Any failure by either party to enforce any clause of this Contract, or any forbearance, delay or indulgence granted by a party will not be construed as a waiver of that party's rights under this Contract.
- 26. Subcontracting**
- 26.1 The Consultant shall not subcontract all or any material part of the Services without Council's prior written approval.
- 27. Set off**
- 27.1 The Council may and is hereby authorised by the Consultant to deduct any moneys payable by the Consultant to the Council from any moneys payable by the Council to the Consultant under this Contract.
- 28. No Assignment**
- 28.1 The Consultant shall not assign any substantial right or obligation under the Contract without the written consent of the Council which may be given or withheld at the Council's sole discretion.
- 29. Governing Law and Jurisdiction**
- 29.1 This Contract will be governed by and construed according to the law of New Zealand. The parties agree to submit to the non-exclusive jurisdiction of the Courts of New Zealand.
- 30. Costs**
- 30.1 Each party shall bear its own costs incurred in the preparation and execution of this Contract.
- 31. Notices**
- 31.1 All notices, documents, requests, demands or other communication to be given for the purposes of this Contract must be in writing and may be served personally, sent by email or other electronic method or sent by registered mail to the address for notice of each party as set out in the Reference Schedule.
- 31.2 All notices or communications shall be deemed to have been duly given or made:
- 31.2.1 in person is deemed served upon delivery;
- 31.2.2 by email or other electronic method is deemed to be served at the time the communication enters the recipients system;
- 31.2.3 by registered mail is deemed to be served three Working Days after the date of posting.
- 31.3 Any such notice which has been served after 5pm or on a non-Working Day is deemed served on the first Working Day after that day.
- 31.4 For the purposes of clause 9(3)(a) of the Construction Contract Regulations 2003 each party's email system shall be the designated information system for that party and the time any email communication enters the recipients system shall be the time the claim or schedule is served.

Consultancy Contract
CONTRACT CONDITIONS

32. Entire Agreement

32.1 This Contract constitutes the entire agreement between the parties and supersedes all prior correspondence, understandings, representations or warranties or agreements whether written or oral.

33. Counterparts

33.1 This Contract may be executed in any number of counterparts. All counterparts will constitute one instrument.

34. Survival of obligations

34.1 The obligations of the parties as to Intellectual Property, Contract Information, Indemnity, Liability limitation, Media statements, Confidentiality and Official Information shall survive the termination or expiry of this Contract.

35. Definitions

35.1 In this Contract:

Agreement means the Agreement set out at the commencement of this Contract.

Commencement Date means the Commencement Date of this Contract as set out in the Reference Schedule. Where no Commencement Date is shown in the Reference Schedule the Commencement Date shall be the date of execution of this Contract.

Completion Date means the Completion Date as set out in the Reference Schedule.

Confidential Information means any information relating to the Services, the Council, any client or customer of the Council, any ratepayer or member of the public that comes into the possession of the Consultant through the provision of the Services other than:

- has been published or otherwise has become part of the public domain other than through acts or omissions of the recipient;
- has been furnished to the recipient by persons other than the Council (which term includes persons employed by or acting for the Council) as a matter of legal right and without restriction on disclosure;
- was already in the possession of the recipient without restriction or disclosure; or
- is required (and only to the extent so required) to be disclosed by any law or in relation to any proceedings or action before any court, tribunal, or other competent authority or body.

Contract means this contract and includes the Contract Documents.

Contract Documents means the Contract Documents set out in the Agreement.

Contract Information means the source data and other data and factual information collected by the Consultant during the course of providing the Services and all other information relating to the Services held by the Consultant under this Contract.

Fees means the Fees set out in the Payment Schedule)

GST means goods and services tax chargeable under the GST Act.

GST Act means the Goods and Services Tax Act 1985.

HSW Act means the Health and Safety at Work Act 2015.

Intellectual Property means any methodologies procedures, software, technical handbooks and information, data and factual information, drawings, plans, designs, specifications copyright, patents, designs, trademarks (registered or unregistered) or other protectable rights.

Maximum Contract Term has the meaning set out in the Reference Schedule.

Payment Schedule means (if any) the Payment Schedule included in the Contract Documents.

Renewal Term has the meaning set out in the Reference Schedule.

Services means the Services as described in the Services Schedule.

Term means the term of this Contract commencing on the Commencement Date and ending on the Completion Date.

Working Day means any day other than a Saturday, Sunday or a public holiday.

36. Interpretation

36.1 In this Contract the following apply:

36.1.1 All monetary amounts are stated exclusive of GST and in New Zealand dollars unless provided otherwise.

36.1.2 Where the context permits the singular includes the plural and vice versa.

36.1.3 References to any party means the parties to this Contract and includes their respective successors and permitted assignees (as the case may be).

36.1.4 References to clauses, schedules and to any attachments are to clauses, schedules and attachments (if any) to this Contract (unless otherwise stated).

36.1.5 Where the context permits references to the Consultant include the Consultant's employees, agents and officers.

36.1.6 All references to legislation include all subordinate legislation, any re-enactment of or amendment to that legislation and all legislation passed in substitution for that legislation.

36.1.7 References to a person include a natural person, firm, corporation, association or other entity whether incorporated or not and whether or not having a separate legal personality.

36.1.8 Obligations that bind more than one person shall bind those persons jointly and severally.

36.1.9 Defined expressions are signified by capitalisation.

36.1.10 The headings in this Contract shall not be used in its interpretation.

36.1.11 If there is a conflict between the provisions of the Contract, the provisions shall take priority in the following order:

- (a) the Reference Schedule;
- (b) the Contract Conditions;
- (c) the remaining schedules; and
- (d) additional documents as specified in the Contract.

Consultancy Contract
CONTRACT CONDITIONS

Consultancy Contract
PAYMENT SCHEDULE

Fees

The Fees shall be determined in accordance with the contract rates set out below:

- **\$170/hr Environmental Consultant**
- **\$1/Km Vehicle travel expenses**
- **Costs incurred for incidental goods and services (disbursements) – charged on a “cost + 10%”basis**

General

All prices and rates are exclusive of GST.

Invoices and payment

All Consultant invoices must:

- (a) be dated the month the work or services were carried out;
- (b) received by Council within five Working Days of the end of that month; and
- (c) state the Council's Purchase Order Number for the work, services or goods.

Invoices shall be payable, subject to approval by the Council, on the 20th of the month following the date of the invoice.

Period for provision of Payment Schedules

The period for the provision of payment schedules under the Construction Contracts Act 2002 is 15 Working Days following service of the payment claim on the Council.

Services

The Consultant is to provide professional environmental services to the Client.

These services include, but are not limited to:

- Assistance with processing resource consent applications.
- Attendance of resource consent hearings in representation of the Client.
- Coordination with Client employees and sub-consultants as required to fulfil the scope of services.

The Consultant has sole discretion as to whether to accept the Client's requested services based on available resources at the time.

Staff Conduct

Conflict of interest

Conflict of interest arises when your personal interests can be seen to compromise your responsibilities to Environment Southland. You are required to remain impartial and have the highest standards of integrity in any situation where a conflict of interest may arise.

If your Council duties involve matters in which you have either a private, family or business interest you are to tell your Director or the Chief Executive before taking any action in respect of that work. This is to protect you and ES against possible criticism or compromise.

Envira Consulting

Division	Invoice#	Client	Date	Amount	Exclusive	Payment Sign Off
Consents	2		18/04/2016	733.13	637.50	Directors (x2)
Consents	3		18/04/2016	537.63	467.50	Directors (x2)
Consents	9		18/05/2016	782.00	680.00	Directors (x2)
Consents	10		18/05/2016	342.13	297.50	Directors (x2)
Consents	11		18/05/2016	742.90	646.00	Consent Manager
Consents	16		17/06/2016	342.13	297.50	Consent Manager
Consents	15		17/06/2016	293.25	255.00	Consent Manager
Consents	14		17/06/2016	2,952.05	2,567.00	Consent Manager
Consents	17		24/06/2016	15,274.76	13,282.40	Science Director
		Total 2016 Financial Year		21,999.98	19,130.42	

Consents	18		15/07/2016	5,669.50	4,930.00	Consent Manager
Consents	19		15/07/2016	5,327.38	4,632.50	Consent Manager
Consents	21		19/08/2016	2,590.38	2,252.50	Consent Manager
Consents	22		19/08/2016	2,541.50	2,210.00	Consent Manager
Consents	23		24/08/2016	5,278.50	4,590.00	Consent Manager
Consents	26		16/09/2016	4,349.88	3,782.50	Consent Manager
Consents	25		16/09/2016	997.05	867.00	Consent Manager
Consents	24		16/09/2016	997.05	867.00	Consent Manager
Consents	34		16/01/2016	195.50	170.00	Consent Manager
Consents	36		14/12/2016	635.38	552.50	Consent Manager
Consents	35		14/12/2016	1,612.88	1,402.50	Consent Manager
Consents	37		3/02/2017	1,612.88	1,402.50	Consent Manager
Consents	40		28/02/2017	3,333.28	2,898.50	Consent Manager
Consents	44		6/04/2017	879.75	765.00	Consent Manager
Consents	45		6/04/2017	293.25	255.00	Consent Manager
Comms	53		30/06/2017	195.50	170.00	Communication Manager
		Total 2017 Financial Year		36,509.66	31,747.53	

Compliance	64		2/10/2017	4,594.25	3,995.00	Compliance Team Leader
Compliance	71		31/10/2017	3,184.70	2,769.30	Compliance Manager
Compliance	76		29/11/2017	2,916.86	2,536.40	Compliance Manager
Consents	102		29/06/2018	1,479.94	1,286.90	Consent Manager
		Total 2018 Financial Year		12,175.75	10,587.61	

Consents	104		30/07/2018	1,790.78	1,557.20	Consent Manager
Consents	107		30/08/2018	2,746.78	2,388.50	Consent Manager
		Total Current Financial Year		4,537.56	3,945.70	

		Total all transactions		75,222.95	65,411.26	
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Neil Selman

From: Vin Smith
Sent: Tuesday, 19 August 2014 8:30 a.m.
To: Rob Phillips
Cc: Simon Mapp; Auriette Gilmour; Warren Tuckey
Subject: potential conflict of interest - Sarah Smith and Vin Smith

Hi Rob,

As mentioned during the interview for the position I identified that my wife is an environmental consultant and from time to time her work and mine may conflict. Typically, these conflicts are minor of nature and are easily managed through the application of common sense. Late last week I was made aware that my wife is working for [redacted] by Jarred Martin. [redacted] discharged contaminants to land illegally and ES has issued an enforcement order pertaining to this matter. Yesterday, Simon Mapp identified that there may be a conflict of interest should a prosecution ensue. Whilst Sarah has neither confirmed nor denied working for [redacted] as she is subject to confidentiality clauses should this matter proceed to a prosecution Warren Tuckey will be the director in charge.

I trust that this is acceptable to you.

Vin Smith
Policy, Planning and Regulatory Services Director
Environment Southland

Jan Brown

From: Vin Smith
Sent: Monday, 6 August 2018 2:45 p.m.
To: Rob Phillips
Cc: Jan Brown
Subject: Envira Consulting Limited - internal management

Hello Rob,

As previously discussed my wife Sarah Smith is the Director / Principal Scientist of a company called Envira Consulting Limited (ECL).

The company has two shareholders, being Sarah Smith and myself Vin Smith. The only ECL employee is Sarah.

Sarah is an environmental engineer and her areas of practice includes, but are not limited to:

- Contaminated Land Management
- Air quality modelling
- Trade and municipal waste management
- Pollution prevention
- Overseer modelling
- Resource consent processing
- Compliance monitoring

She has a service alliance with [redacted] and is currently being trained in asbestos and meth testing.

The following arrangements were put in place, in discussion with you, when ECL was set up:

- ECL would be available to provide appropriate contracting services to Environment Southland
- Services would be contracted directly or by way of a tender process from an Environment Southland Manager, a director other than myself, or CE as appropriate
- The Manager, a director other than myself, or CE would have sole discretion as to her use or not and the terms and conditions of any contract
- Any contract would be signed by the Manager, a director other than myself, or CE where delegations direct
- Any payment for services rendered would be approved by the Manager, a director other than myself, or CE where delegations direct

I trust that this reconfirms how this issue is managed in-house.

Vin

