

3357

32984 Redacted

s 7(2)(f)(ii)

copy

Our ref: 3071
28 February 2006



Terrane Consultants Limited
PO Box 13-607, 100 Spring Street,
Tauranga, New Zealand
T: 07 579 9708 | F: 07 579 9702
E: enquiries@terrane.co.nz
www.terrane.co.nz

Tauranga City Council
Willow Street
Private Bag 12-022
TAURANGA

COPY

Attention: s 7(2)(f)(ii)

Dear s 7(2)(f)(ii)

MAUAO - ROCKFALL HAZARD ASSESSMENT

Further to your request we are pleased to confirm the basis on which Terrane Consultants Ltd (Terrane) will provide engineering consultancy inputs for the assessment of the rockfall risk at Mauao, for Tauranga City Council (TCC) as our client.

The Tonkin & Taylor Ltd invoice to TCC dated 17th Nov 2005 for s 7(2)(h) - Commercial (exclusive of GST) covered the following:

- wrap-up following the blasting exercise in Nov 2003;
- review of Avalon proposal for further work;
- discussions with TCC, Laurie Richards and Avalon, late 2004;
- site inspection 10th March 2005 s 7(2)(a) Privacy

The inspection on 10th March was undertaken when the undersigned was working on a contractual basis to T&T. No formal report was prepared for this inspection.

The severe storm of 18th May 2005 provided the point at which the peer review transferred from T&T to Terrane Consultants Ltd. The scope of work comprises:

- Inspection of the rockfall incidents May - June 2005;
- Provide repair detail for one of the base track slips (June 05, as per David Green request);
- Inspection of the scaling works carried out by Avalon Industrial Services Ltd;
- Attendance at meetings;
- Peer review of the risk assessment undertaken by Avalon;
- Peer review report.

The work shall be undertaken on a time and expenses basis, in accordance with the Tauranga City Council's *Standard Conditions of Engagement for Consultancy Services*. General clauses are as per the document published by the Institution of Professional Engineers New Zealand (IPENZ) and others, entitled "Conditions of Contract for Consultancy Services, Second Edition, January 2005".

The arrangements for our P.I. cover require the following Special Conditions to be included on all geotechnical projects:

The Consultant shall not be liable for and the client will indemnify the Consultant for any loss or damage whatsoever arising from a breach of this agreement by the Consultant, directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by:

- (a) Seepage of pollution, pollution or contamination howsoever occurring unless the discharge, dispersal, release, or escape of the pollutant or contaminant is caused by a sudden, identifiable, unexpected and unintended happening and takes place in its entirety at a specific time and place;
- (b) Asbestos in whatever form or quantity.

The budget estimate for the work is made up as follows:

Fieldwork, design	
Preparation of review report, meetings, etc	s 7(2)(h) - Comme
Total (exclusive of GST)	

The requirements for any detailed design/consents/construction inputs are not well defined at this stage. Extensions to the scope of work will be on an as-agreed basis between the parties.

Work such as this has inherent uncertainties such as variable subsurface conditions, weather, and equipment logistics. We will endeavour to complete work within budget estimates but we may need to seek approval for an increase in the budget to achieve the objectives originally set.

We trust the above is acceptable to Tauranga City Council. Please contact the undersigned on ph s 7(2)(a) Privacy or mobile s 7(2)(a) Privacy if there are any queries arising.

Yours faithfully
Terrane Consultants Ltd

s 7(2)(a) Privacy