



Ref: s.7(2)(a) - [REDACTED]

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22 June 2021

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s.7(2)(a) - [REDACTED]  
protect the [REDACTED]  
privacy of [REDACTED]  
natural persons

Dear s.7(2)(a) - [REDACTED]

### OFFICIAL INFORMATION REQUEST FOR SLOPE INSTABILITY BRIEF

I refer to your official information request dated 25 May 2021 for:

1. A copy of the brief that was provided to Beca Ltd that lead to the production of the "NCC Slope Instability Overlay Report".

The information you requested is attached.

You have the right to seek an investigation and review by the Ombudsman of this response. Information about how to make a complaint is available at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz) or Freephone 0800 802 602.

Yours sincerely

**Clare Barton**

Group Manager Environmental Management

Encl: BECA Services Schedule

Internal Document ID: A2686576

Consultancy Contract  
SERVICES SCHEDULE

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1. Background
  - 1.1. The Nelson Plan is a large, long-term project requiring specialist geotechnical expertise.
  - 1.2. The purpose of the contract is for BECA Limited to supply geotechnical services to support help deliver the development of the Nelson Plan.
2. Resourcing:
  - 2.1. BECA Limited will supply the following BECA team members to deliver all services listed in this schedule:
    - Dan Chamberose – Job Manager/Engineering Geologist
    - Paul Wopereis – Senior Associate Engineering Geologist
    - Sarah Bastin – Engineering Geologist
    - Bianca de Jong – Senior GIS Specialist
    - Ben Prebble – GIS Analyst
    - Jennifer Lancashire – Senior Planner
    - Paul Horrey – Job Director
3. Delivery of Services:
  - 3.1. BECA Limited will deliver specific services as detailed in this Services Schedule via a Service Order.
  - 3.2. Council will issue a service order each time services are required to be delivered. The service order will set out those terms listed in the body contract, which are:
    - The Services to be provided.
    - The Fees for the Services and the arrangements for payment of the Fees (which may be determined in accordance with the Schedule of Prices or otherwise as agreed by the parties).
    - The Start Date and the Completion Date for the Services.
    - Whether or not the Consultant is to provide a Services specific health and safety plan.
    - Any further matters relevant to the provision of the Services such as (without limitation) health and safety requirements, access, parking, other activities etc.
  - 3.3. BECA Limited will promptly acknowledge having received the service order, and will confirm acceptance of the services to be delivered by return email to Council's contract manager
4. Scope
  - 4.1. Review existing slope instability background reports, technical information and mapping including but limited to:
    - Provision of a written reports to Council's contract manager providing both detailed and summary information as instructed
    - Inclusion of recommendations that the reports and other information provided are not sufficient or adequate for the purpose specified
    - Use of relevant professional standards and good practice guidelines as applicable
    - Nelson City Council landslide database
    - Published geology
    - Aerial images
    - Nelson City Council Digital Elevation Models (DEM) from LIDAR survey
  - 4.2. Assessment of DEM/hill-shade information to identify areas of previous slope instability by:
    - reviewing and identification of landslide features to be incorporated in hazard overlay development
    - Identifying the different types of landslide feature (e.g. shallow/deep landslide, gradual creep, rockfall etc)
  - 4.3. Review of DEM/hill-shade information alongside mapped geology, slope angles and landslide records
    - Refine hazard areas to produce zones which require slope instability hazard to be considered in development planning.
  - 4.4. Assessment of landslide run-out zones to include:
    - Assessment of potential run-out zones would be concentrated around existing developed areas
    - Discussed with Nelson City Council staff members prior to completing the run-out zoning area
    - The extent of the run-out zone would be based on review of historic events, slope angles and engineering judgement.
  - 4.5. Develop digital layers of a landslide feature inventory and the landslide hazard/run-out hazard zones that can be used to define the area of 'slope instability hazard overlay' in the Draft Nelson Plan.
    - Hazard layers will be produced at a scale of 1:5,000 such that the hazards can be considered on a lot-specific basis.
    - PDF maps at this scale would also be produced for the landslide hazard/run-out hazard zones.
  - 4.6. Produce a report to accompany the hazard maps including:
    - A summary of the inputs to the assessment, factual information referenced, methodology and assumptions of the hazard assessment.
    - Introduction and explanation of the scope of work;
    - Factual information used in the assessment;
    - Methodology and explanation of the different inputs used to generate the hazard maps (i.e. geology, slope angles and historic data);
    - Commentary on how the different landslide hazard and run-out zones were selected;
    - Commentary around the different types of trigger events that can cause landslide events in the Nelson region;

Consultancy Contract  
SERVICES SCHEDULE

- Assumptions of the hazard assessment;
  - Conclusions;
  - Recommendations for future areas of work. This would include steps/processes required to create a risk map and a gap analysis of the hazard mapping with explanation of how and what is needed to fill the gaps;
  - Appendices including site plans and the PDF hazard maps at 1:5,000 scale
- 4.7. Provide information and guidance to Nelson City Council for public consultation including:
- Provide a simple explanation of the inputs to this hazard layer
  - Provide a simple explanation of the purpose of this hazard layer tool and what this means for the affected parties.
  - A definition of the different types of landslides and what it means for the property owner if their property falls in the hazard or run-out zones (from a planning perspective)
  - The format and content of the engagement material to be discussed with Nelson City Council staff members following completion of the mapping
- 4.8. Supply geotechnical advice and reports in relation to slope instability risk for the Nelson Plan, including for mapping and plan provisions, including but limited to:
- ~~Advice at a property specific level as instructed by Council's contract manager~~ PJH
  - That the advice given is robust and defensible in Court if required
  - That reports if commissioned are complete, correct, proof checked to a high standard, and easy to read
- ~~4.9. Provide expert witness geotechnical support at Council meetings, workshops and plan Hearings~~ PJH
- ~~4.10. Provide background reports and expert evidence affidavits for Council hearings and/or Environment Court~~ PJH
- 4.11. That all support, reports and documents provided follow these standards:
- That these will be easy to read in plain english and well set-out
  - That these would include diagrams if required to explain complex issues
  - That information contained in these is within BECA Employee's level of expertise
  - That the information provided follows industry good practice guidelines
5. Assurance
- 5.1. BECA Limited will supply Dan Chamberose as named single point of contact communications for this contract.
- 5.2. BECA Limited will deliver any reports and records in the following format:
- Document name to include the name of the project, document content, and the date produced e.g. This Project – End of Stage Report – Date
  - That if documents are in a zip file the folders are no more than two levels deep
  - That documents are not password protected
  - That documents are a type that can be opened using Council's standard applications
- 5.3. BECA Limited will demonstrate exemplary environmental practice including to:
- Ensure all activities take an environmental best practice approach including demonstration of knowledge of other national best practice examples
  - Demonstrate environmental stewardship
- 5.4. BECA Limited will ensure that all personnel that are involved with customers or who work in the public arena when providing the services will:
- Communicate and deal with members of the public in a polite and business-like manner
  - Do all things reasonably possible to foster good relationships between the Council and the public
  - Are skilled and competent in customer relationship management
  - Have suitable identification including the contractor's and person's name
- 5.5. BECA Limited will report to Council's contract manager, including:
- Summary report on completion of each service order
  - Immediate notification during services of any complaints and issues, including:
    - Difficulties or delays with the delivery of the services
    - Improvements which could enable better delivery of the services
    - Health and safety matters
    - Feedback or complaints from stakeholders or public
- 5.6. BECA Limited will ensure the following Health and Safety provisions:
- Appropriate standards for health and safety will be met
  - A contract-specific Health and Safety Plan for each service order (if required and instructed in the service order)
  - Notification if BECA Limited should have notifiable injuries or illnesses (as defined in the Health and Safety at Work Act 2015 s 23)
  - Notification if BECA Limited receives any external notices or formal warnings from WorkSafe NZ or MBIE, or prosecutions for breaches of health and safety
- 5.7. BECA Limited will advise Council's contract manager of other engagements which they have with Council, and any likely or perceived conflicts of interest
- 5.8. BECA Limited will advise Council's contract manager whether a member of a local authority or of a committee thereof is concerned or interested in this contract which BECA Limited holds with Council
- 5.9. BECA Limited will maintain the insurances specified in the Reference Schedule to the contract form, including Public Liability Cover, Motor Vehicle Public Liability and Professional Indemnity