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## **Application for an enforceable undertaking**

### **Part 4, Health and Safety at Work Act 2015**

The commitments in this application are offered to WorkSafe New Zealand

by

Opus International Consultants Limited

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# Application for an enforceable undertaking

## Part 4, Health and Safety at Work Act 2015

The commitments in this undertaking are offered to WorkSafe New Zealand (WorkSafe) by

Ian Blair (Managing Director)

On behalf of

Opus International Consultants Limited.

This enforceable undertaking is given on the day and date that it is accepted and signed by WorkSafe. The undertaking and its enforceable terms will operate as a legally binding commitment on the part of the person from the date it is given.

Do not refer to the victim by name in this document. Please refer to the victim / worker / employee / volunteer / or other term as appropriate.

WorkSafe respects your privacy and is committed to protecting personal information. The information provided in this document is for the purpose of an undertaking given to WorkSafe under Part 4 of the *Health and Safety at Work Act 2015*. This information will be managed within the requirements of both the *Privacy Act 1993* and the *Official Information Act 1982*. **Contravention** means an action which offends against the Health and Safety at Work Act 2015 and/or any Regulations made under it. It includes both health and safety contraventions. A contravention also includes an alleged contravention.

There is an expectation that WorkSafe will generally publish the undertaking in full on its website.

TERM	DEFINITION
Contravention	An action which offends against the Health and Safety at Work Act 2015 and/or any Regulations made under it. It includes both health and safety contraventions. A contravention also includes an alleged contravention.
HSMS	Health and Safety Management System
Person	An individual who or a legal entity which has a duty under the <i>Health and Safety at Work Act 2015</i> and can give a written undertaking. The term includes individuals, each partner in a partnership, corporations, trustees of trusts, and crown organisations.
Health and Safety Legislation	<i>Health and Safety at Work Act 2015</i> and associated regulations
Enforceable undertaking	An enforcement pathway that allows a duty holder to voluntarily enter into a binding agreement with WorkSafe. The agreement outlines actions the duty holder will undertake to address the contravention. It is expected to deliver activities which benefit workers, the wider industry or sector and/or the community as

well as acceptable amends to any victim(s).

**WORKSAFE NEW ZEALAND**  
PO Box 165, Wellington 6140  
0800 030 040 [www.worksafe.govt.nz](http://www.worksafe.govt.nz)  
New Zealand Government

## Section 1: General Information

### 1.1 Details of the person / persons / entity giving the undertaking

Name of person(s) making this undertaking:

Ian Blair, Managing Director

Name of Entity:

Opus International Consultants Limited

Type of Legal entity:

Company

Nominated contact person:

The same person listed above.

Physical address:

Level 9  
Majestic Centre  
100 Willis Street  
Wellington

Postal address (if different):

Work phone:

+64212289730

Mobile phone:

+64212289730

Email:

ian.blair@wsp-opus.co.nz

Industry:

Infrastructure

Workers (enter numbers:

*Full-time*

1717

*Part-time*

| 221

*Casual*

| 104

Description of the products and services provided by the business or undertaking:

Professional consultancy: including engineering, architecture and asset management in water, transport, building and power.

Comments:

Opus International Consultants Limited (**Opus**) is a leading infrastructure consultancy firm. It provides end to end asset management and development services.

Opus is a wholly owned subsidiary of WSP Global Inc. an international firm with 550 offices all over the world. Opus is a significant operator in the local market, and is one of the largest consultancy firms in New Zealand with over 147 years of history (previously Ministry of Works). In New Zealand, it is currently providing consultancy services in respect of approximately 15,000 construction and construction-related projects.

### 1.2 Detail of the contravention

Opus has been charged with two offences under the Health and Safety at Work Act 2015 (**the Act**) in relation to an incident that occurred on 21 February 2017. The incident was a scaffold collapse. Opus was engaged by Auckland Transport as a consultant in relation to the relevant project.

Opus has been charged with one offence under section 36(1)(a) and would be liable under sections 48(1) and (2)(c) of the Act. WorkSafe alleges that Opus, being a PCBU, failed to ensure, so far as was reasonably practicable, the health and safety of workers who worked for the PCBU, while at work in the business or undertaking, and that failure exposed its workers to a risk of death or serious injury, arising from scaffold collapse.

In particular, WorkSafe alleged that it was reasonably practicable for Opus to have:

- Notified the contractor (Topcoat Specialist Coatings Limited) and Auckland Transport that Opus required the contractor to supply it with the Panmure Bridge scaffold load calculations and design drawings prior to work commencing.
- Halted work on the site until adequate scaffold load calculations and design drawings had been provided to it.

Opus has also been charged with one offence under section 36(1)(b), and would be liable under sections 48(1) and (2)(c) of the Act. WorkSafe alleges that Opus failed to ensure so far as was reasonably practicable, the health and safety of workers whose activities in carrying out work were influenced or directed by Opus, including Topcoat Specialist Coatings Limited (**Topcoat**) and Affordable Scaffolding (2010) Limited workers (**Affordable**), while carrying out the work, namely working on the scaffold erected underneath the Panmure Bridge, and that failure exposed those workers, to a risk of death or serious injury, arising from scaffold collapse. The particulars for this charge are the same as for the above charge.

### 1.3 Detail the events surrounding the contravention

On 21 February 2017, a scaffold erected underneath the Panmure Bridge in Auckland collapsed while workers, who were not Opus employees, were completing maintenance work on a steel structure under the bridge. Six workers fell into the water below and one worker was trapped on the scaffolding. None of the workers were seriously injured.

The collapse allegedly occurred because of overloading on the scaffolding arising from what has now been discovered as a flawed design of the structure.

The Panmure Bridge is part of the Auckland roading network. It is effectively "owned" by Auckland Transport (**AT**).

Opus is one of the panel members on AT Southern Technical Support Service Panel.

Opus was engaged by AT under a master services type contract to provide consultancy services for regional maintenance operations as required for the Southern Auckland area. The contract, named Southern Area Road Corridor Maintenance (**AT Maintenance Contract**), allowed AT to raise and issue service orders instructing Opus in respect of specific projects. As part of this commission, Opus was required to assist AT with the tender process for the Panmure bridge work by preparing tender documents and evaluating tenderers with AT. This included evaluation, at the tendering stage, of the tenderers methodology for undertaking works.

In 2016, AT engaged a contractor, Topcoat, to do painting and repair work on and under the bridge, under the terms of an industry standard contract (the NZS 3910 contract with some modifications, **the Bridge Contract**). The NZ 3910 contract is a standard contract developed for use by clients and contractors in any construction project and is commonly used in a significant amount of construction projects in New Zealand, including with many Government Departments. While the requirements of the NZS 3910 contract are understood by consultants, large principals and large contractors, it is generally accepted that it is a somewhat complex document. Opus is aware that some smaller contractors do not understand it and its requirements.

Topcoat required access under the bridge to undertake the work and Topcoat engaged Affordable as a subcontractor to provide this access. Opus understands that Affordable and Topcoat determined that it would be by scaffold.

Opus was not a party to the Bridge Contract. [REDACTED] an Opus employee, was engineer to the Bridge Contract and was accordingly an agent of AT in respect of it. [REDACTED] was not a party to the Bridge Contract.

Opus understands that Affordable did not engage any engineer to review their scaffold design or load calculations prior to commencing work on the scaffold, as required of Topcoat under the Bridge Contract.

Opus's duties did not extend to having responsibility for Temporary Works such as scaffolding, as scaffolding is Temporary Works as per the NZS 3910 contract, and this aspect of the Project was thus a matter entirely for the contractor. Opus now understands that Affordable and Topcoat may have expected Opus to have responsibility for reviewing and confirming compliance of the Temporary Works. In any event, an independent third-party review does not seem to have occurred in this case.

Opus was not tasked with reviewing the scaffold design or load calculations in a contract. Opus had a duty with the tender panel (at tendering stage) to review the contractor's methodology in order to confirm that there was no adverse impact on permanent structure of the Panmure Bridge. In other words, Opus was tasked with ensuring the integrity of the bridge itself, not of the scaffold. On acceptance of this methodology, there was no further requirement for Opus to receive for review or approval, any documentation in relation to the scaffolding work. Scaffolding falls under 'Temporary Works' in NZS 3910 and Temporary Works is the responsibility of the contractor.

Over the period from 5 January 2017 until 21 February 2017, staff from Opus visited the site on multiple occasions to conduct site inspections.

On 21 February 2017, the scaffolders were beginning to build the third section of the scaffold, while continuing to dismantle the first section. There were

approximately 30 planks stacked up about 2 metres away from the east of Pier 2 on the second section of scaffold. There was also an assortment of 20 tubes nearby which ranged in length from 1-5 m and two or three sacks of couplings and clips.

At approximately 9:45 am on 21 February 2017, the scaffolders were in the process of passing planks over Pier 2 when the collapse occurred.

Opus now understands that other parties may have assumed a greater degree of reliance on Opus in respect of Temporary Works, in particular the scaffolding, than Opus at the time appreciated. It seems there was thus a gap in the Project's safety system in respect of the Temporary Works. Irrespective of the relevant contractual obligations, this could have been solved by better communication.

Opus has assessed and reviewed the incident and, despite compliance with its obligations under its contract with Auckland Transport, it accepts it could have done better in respect of collaboration and communication with the other parties on site, in particular Topcoat and Affordable, and in particular in respect of the scaffold and the delineation of duties in relation to health and safety.

While Opus was not in a contractual relationship with any party other than Auckland Transport, as an experienced consultant, Opus could have clearly explained the health and safety responsibilities for all aspects of the Project, in particular for Temporary Works, and explained the delineation of roles in respect of health and safety on projects governed by the NZS 3910 contract.

**1.4 Detail any enforcement notices issued that relate to the contravention as detailed in term 1.2**

DATE	NOTICE TYPE	NOTICE NUMBER	CONTRAVENTION OR PROHIBITED ACTIVITY	ACTION TAKEN IN RESPONSE TO NOTICE
Nil				

**1.5 Detail the rectifications to the workplace or work practices made as a result of the contravention (1.2), events (1.3) and the enforcement notices issued (1.4)**

Given the ongoing nature of this process, Opus has not commenced training on the incident or communications in relation to it. This will occur, following the completion of this process.

**1.6 Total amount of money spent on rectifications**

As above, pending.

**1.7 Detail the injury sustained or illness suffered by victim(s) or other(s) as a consequence of the contravention or, (as applicable) the potential for fatal injury or future fatal illness**

None of the workers were seriously injured in the incident.

There are hazards and risks of death and/or serious injury from scaffold collapse, in particular where the scaffold is at a height and/or positioned over a body of water.

**1.8 Detail any offer of amends or payments made to the victim(s) who sustained injury or suffered illness (the total monetary amount here is also to be included in the table at 3.12.3)**

Describe the victim(s) relationship to you / the entity in question –

N/A.

Detail offer of amends or payments:

N/A

**1.9 Detail any consultation with the victim(s) as to their views on whether an enforceable undertaking would be an acceptable alternative to prosecution**

N/A , fortunately there were no serious injuries, as Opus understands it.

**1.10 Detail any consultation with unions / sector / industry as to their views on whether an enforceable undertaking would be an acceptable alternative to prosecution**

Opus has not consulted with any unions, as none have been identified as appropriate for this purpose.

Opus has discussed the NZS 3910 contract and Temporary Works with others in the industry, and intends to discuss the proposed enforceable undertaking with Auckland Transport.

Opus has consulted with an expert on the NZS 3910 contract, Mr Andrew Brickell, who is an independent consulting engineer with more than 50 years experience in the construction industry and who has undertaken construction project management in 20 countries. Earlier in his career (1979), Mr Brickell and his late father drafted the General Conditions of Contract for industry-wide group representatives and which were eventually published as NZS 3910. More recently, during 2011-2013, he represented to engineering organisations (ACENZ and IPENZ, now Engineering New Zealand) on the Standards NZ committee that published the revised NZS 3910, NZS 3916 and NZS 3917 standard form contracts during 2013. For more than 30 years he has organised and presented training workshops for users of those contracts – mostly engineers and contractors.

Mr Brickell has reviewed the proposed undertakings at 3.3 and 3.4. His view is that the benefits to the industry from the delivery of those undertakings would be significant, because he considers there is currently a lack of useful and robust guidance in New Zealand for the industry in this respect. Mr Brickell considers that the development of such a guidance document would be a brilliant initiative for the industry, in that it would improve understanding and awareness of good practice and of the respective roles of participants on construction projects.

Mr Brickell commented that he has searched several industry websites but is disappointed in the lack of available resources in this respect.

**1.11 Detail the support provided or proposed by the person to the victim(s), other(s)**

DATE	DESCRIPTION OF SUPPORT	COMMENTS
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N/A

**1.12 Detail any current HSMS implemented and maintained by the person**

Opus' HSMS has been independently assessed and accredited under the Accident Compensation Corporation (ACC) Workplace Safety Management Practices to Tertiary Level (highest available approval level).

The HSMS is comprehensive and is accessible to all personnel with an Opus login via the company intranet pages. Governance, health & safety, and other operational policies are laid out within this system.

The requirements of the organisation's HSMS are detailed in Opus' internal NZ Health & Safety Manual (PM-HS-620 (NZ)) which sets out our Policies, Planning, Implementation & Operations, Monitoring, and Management Review requirements.

Hazard and Risk Management, along with other key components of a robust HSMS, are defined within this and supporting documentation. How this will be achieved is further supported through the Organisational Safety Management Plan which seeks to detail all Objectives/Targets which support our commitment to a zero-harm workplace, creating a healthy and safe culture by promoting ownership and responsibility for health, safety and wellness, through sustained focus on behaviour, backed by a supportive and accessible framework.

For projects, the Health and Safety Plan addresses the specific health and safety issues that may arise on the project and detail the identified health and safety hazards and measures to eliminate, isolate or minimise risks. The Securing and Delivering Projects (PM-PR-001) Manual describes the requirements in more detail and is used with the H&S Manual. This document details the proper project lifecycle management and methodology to be followed, including roles and responsibilities of those involved.

Opus approaches hazard management through:

1. Identifying and managing project specific hazards on a project-by-project basis by project safety planning.
2. Identifying and managing office or laboratory hazards and common field hazards using local hazard registers (both of these approaches are used in tandem).
3. Hazard Observations. Reported through the observation report tool to enable system improvements.

Workplace risk management is undertaken in accordance with the risk management principles outlined in ISO31000. This requires the context to be established, identification, analysis and evaluation of the risk as well as treatment to be undertaken, monitoring for efficacy, and communication and consultation to be completed. Depending on the project, risk assessment may range from development of a simple project hazard register through to complex CHAIR (Construction Hazard Assessment Implication Review) or other Safety-in-Design assessment processes.

At a project site level, a Workplace Inspection Checklist is to be used along with the Project/Site Safety Inspection Checklist which is used to measure compliance with the requirements of the H&S Manual.

Risk registers are used to manage risk in the workplace. A broad range of policies and procedures are provided and available to all Opus workers. Specific H&S support for project and other personnel is provided through the H&S Department.



### **1.13 Detail the level of auditing undertaken on the HSMS, including compliance audits and audit frequency**

The Opus HSMS requires a risk-based approach to selection of internal audits on projects. Trained auditors are utilised for all auditing.

There is capacity to increase the internal audit frequency, due to escalation in incidents, claims, adverse findings, management review outcomes, Organisational Safety Management Plan requirements and/or other regulatory activities.

External organisations are utilised to provide additional internal audit capacity where required.

Opus' internal audit programme is a means of monitoring compliance to the Safety Manual, as well as verification to the Occupational Health and Safety Assessment Series (OHSAS) 18001:2007 Occupational health and safety management system – requirements which the Manual is written in accordance with.

Audits are undertaken within all our business groups, including management. These audit findings are formally documented and appropriate managers are responsible for implementing improvement actions.

Within projects, monthly progress reporting captures H&S inspections and audits completed and these discussions between the Project Manager and Project Director provide appropriate oversight of the performance on project. This process drives SMART actions and timely closeout review.

Internal audit performance has also been discussed as a permanent agenda item at the annual management review meeting.

Independent auditing of the Opus HSMS is conducted by ACC to measure the robustness of the HSMS in line with applicable standards. Opus has maintained Tertiary Level (highest available approval level achievable) for 5 years.

### **1.14 Detail the consultation undertaken or proposed to be undertaken, in relation to this undertaking**

Opus will consult with ACENZ (The Association of Consulting Engineers New Zealand) and Engineering New Zealand (being industry bodies) to enable the dissemination of the information that will be prepared and shared in accordance with this proposed enforceable undertaking.

Following this process, Opus will also consult with AT and other leading principals about communication and understanding of health and safety roles under the industry-standard NZS 3910 contract.

## **Section 2: General Terms**

The person acknowledges and commits to the general terms set forth in the sub-terms below.

### **2.1 Acknowledgement that WorkSafe alleges a contravention occurred as detailed in term 1.2**

Opus acknowledges that WorkSafe alleges that a contravention occurred.

### **2.2 Statement of regret that the contravention occurred**

Opus deeply regrets the harm and distress to the workers impacted by the

incident. While Opus is extremely thankful that the workers only suffered minor injuries Opus acknowledges that it could have been much more serious.

Opus is committed to its duties under the Health and Safety at Work Act 2015 and has fully cooperated with WorkSafe during the investigation.

### **2.3 Statement of the reasons why, on balance, the person considers this undertaking is the most appropriate response to the contravention**

Opus considers that an enforceable undertaking is an appropriate response, as:

- Opus's role on this project was relatively limited. It did not have express obligations for scaffold design safety and, even so, it is not an expert in scaffolding and it would not have been possible for Opus to be in a position to identify that there were issues with the design of the scaffold.
- While there was potential for serious harm, thankfully the workers were not seriously harmed.
- The enforceable undertaking will help facilitate the prevention of future incidents by ensuring that parties to a NZS 3910 contract are aware of parties' health and safety obligations on the relevant projects, as well as being aware of the limits and scope of other parties' obligations under the NZS 3910, with a focus on the role of the engineer to contract.
- The activities Opus has undertaken to complete will increase knowledge and awareness within the consulting and infrastructure industry about best practice for risk allocation and management of health and safety obligations under NZS 3910 especially with respect to the role of the engineer to contract.
- Providing an accessible means of understanding the delineation of roles in a NZS 3910 contract will particularly assist smaller and unsophisticated contractors who may not have large industry experience recognise the roles of each related party.
- The NZS 3910 contract is generally accepted to be a complex document. Yet many contractors and subcontractors in New Zealand are small to medium operations, perhaps without a particularly sophisticated understanding of the relevant roles under its terms. By simplifying the health and safety aspects and responsibilities, this enforceable undertaking will benefit many small to medium operators in terms of providing clarity on health and safety aspects of this contract.
- The NZS 3910 contract is also very widely used in the New Zealand construction and infrastructure industries. The vast majority of major projects will be governed largely in accordance with its terms and of any modifications thereof. It will thus have a broad reach.
- Opus considers itself an industry leader, and wishes to lead in terms of health and safety. It liaises with a significant portion of the infrastructure community and, accordingly, any advances and developments by Opus, from this undertaking or otherwise, will have benefits well beyond Opus's own teams. Opus has industry-wide reach and can add real value to health and safety in this area, and it wishes to do so.
- Opus believes that communication and consultation is a key aspect of keeping people healthy and safe. Improved communication, understanding, and clear delineation of roles and responsibilities for health and safety – particularly on complex projects – will minimise the chances of serious harm incidents occurring.
- The terms of the enforceable undertaking are also consistent with and supplement WorkSafe's recent "Use Your Mouth" Campaign, which Opus fully echoes.

**2.4 Statement of commitment that the behaviour, activities and other factors which caused or led to the contravention has ceased and will not reoccur**

Opus makes a commitment to ensure, so far as is reasonably practicable, that the circumstances that gave rise to the alleged contravention have ceased and will not reoccur.

**2.5 Acknowledgment of the policy published by WorkSafe for the acceptance of an undertaking**

Opus International Consultants Limited

has read and understood the Enforceable Undertakings Policy.

**2.6 Acknowledgement that this undertaking will be published and publicised in full**

Opus International Consultants Limited

acknowledges that the undertaking will, if accepted, be published on WorkSafe's website in full and referenced in WorkSafe material.

**2.7 Statement of the person's ability to comply with the terms of this undertaking and meet the projected costs of the activities**

Opus International Consultants Limited

2.7.1 has the financial ability to comply with the terms of this undertaking and have provided evidence by way of

written confirmation from Ian Blair, Managing Director

with this undertaking to support this declaration.

2.7.2 In the event of impending receivership, liquidation or sale of the entity,

Opus International Consultants Limited

will advise WorkSafe of the relevant circumstances and its capacity to comply with the outstanding terms of this undertaking.

**2.8 Statement outlining any relationship between the person and any corporations, officers, employees, contractors, proposed beneficiaries of donations or scholarship or other recipient of financial benefit contained in this undertaking**

Opus is not aware of any current relationships with any of the beneficiaries outlined in this undertaking.

**2.9 Statement regarding Intellectual Property**

Opus International Consultants Limited

grants WorkSafe a perpetual, non-exclusive, worldwide and royalty-free licence to use, for any purpose, all Intellectual Property Rights in relation to any material developed as a result of this undertaking. This licence includes the right to use, copy, modify and distribute the materials.

## **2.10 Acknowledgement that the person may be required to provide a statutory declaration**

Opus International Consultants Limited

acknowledges that it may be necessary for WorkSafe to obtain a statutory declaration outlining details of any prior convictions (safety related) outside of New Zealand and that it will provide such declaration if required by WorkSafe

## **2.11 Statement of commitment from the person to participate constructively in all compliance monitoring activities for this undertaking**

1. It is acknowledged that responsibility for demonstrating compliance with this undertaking rests with the person.
2. Evidence to demonstrate compliance with the terms will be provided to WorkSafe by the due date for each term.
3. The evidence provided to demonstrate compliance with this undertaking will be retained by the person until advised by WorkSafe, that this undertaking has been completely discharged.
4. It is acknowledged that any failure to meet the due date for an enforceable term will result in the matter being escalated and may lead to enforcement action.
5. It is acknowledged that WorkSafe may undertake other compliance monitoring activities to verify the evidence and compliance with an enforceable term, and cooperation will be provided to WorkSafe.
6. It is acknowledged that WorkSafe may initiate additional compliance monitoring activities, such as inspections, as considered necessary at WorkSafe's expense.
7. It is acknowledged that details of all seminars, workshops and training conducted by a non-registered training provider must be notified to WorkSafe, by email, at least one week prior. Notification should include time, date, location and the trainer/facilitator.

Opus International Consultants Limited

## **Section 3: Enforceable Terms**

The person acknowledges all activities set forth in the enforceable terms below must be auditable and include a date for completion and an estimated cost for each activity.

The person commits to performing the activities below diligently, competently and by the respective completion date.

**3.1 A commitment by the person to perform activities that will ensure the ongoing effective management of risks to health and safety in the future conduct of its business or undertaking**

Opus is committed to continuous improvement and the effective management of risks to health and safety of its work and workplaces. Opus is also committed to raising the standard of knowledge regarding health and safety duties imposed under the Act to aim for industry wide compliance under NZS 3910 situations.

Specifically, Opus intends to ensure, so far as is reasonably practicable, that risks to health and safety of workers and others are identified and effectively managed during further business activities by:

- Ensuring that Opus' health and safety framework meets best practice;
- Providing ongoing health and safety training to Opus' employees;
- Aspiring to be a proactive party in initiating discussions about health and safety during projects;
- Sharing learnings from this incident with its relevant industry to ensure that relevant parties to a NZS 3910 contract and those engaging in "Temporary Work" understand the roles of all related parties, particularly in respect of engineer to the contract.

**3.2 A commitment by the person to disseminate information about this undertaking to workers, and other relevant parties**

**Dissemination will be achieved by doing the following:**

Opus agrees to take steps to share information about this undertaking with its workers and with other parties in the industry.

Opus intends to take the following steps to share information about this undertaking:

- Prepare a health and safety update to circulate to Opus employees regarding the incident and this undertaking;
- Ensure Opus health and safety compliance programme is updated to address risk allocation and management for engineers operating under NZS 3910;
- Brief Opus' health and safety representatives about the incident and enforceable undertaking so that they can disseminate information; and
- Include a copy of the undertaking on Opus' website.

**Dissemination will occur by**

24 months from the date the undertaking is accepted.

**3.3 Activities to be undertaken to promote the objectives of the health and safety legislation that will deliver benefits for workers and/or work and/or the workplace**

ACTIVITIES (outline the activity and the expected outcomes)	COSTS(\$)	TIMEFRAMES
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<p><b>Scope:</b> Develop a practice guide document to be circulated to Opus workers involved in projects under a NZS 3910 contract (the <b>3910 Opus H&amp;S Guide for Engineers</b>). The 3910 Opus H&amp;S Guide for Engineers will:</p> <ul style="list-style-type: none"> <li>• Expressly set out roles and obligations of engineer to the contract, the principal, the contractors, and the sub-contractors in relation to health and safety, particularly in respects of engineers to the contract;</li> <li>• Include a risk matrix; and</li> <li>• Establish clear methods of communication in relation to safety management.</li> </ul> <p><b>Delivery:</b> Opus will engage with external legal advisors and an industry NZS 3910 expert, both of which will work with internal Opus experts.</p> <p><b>Outcome:</b> The 3910 Opus H&amp;S Guide for Engineers will ensure all Opus workers involved in 3910 projects have a robust means of ensuring communication and collaboration with other parties to the relevant project.</p>	\$27,000	Within 12 months from undertaking's acceptance.
<p><b>Scope:</b> Develop and undertake training for Opus employees and managers in relation to NZS 3910 contracts with a focus on health and safety obligations imposed on them under that contract and the Act, as well focus on communications. It will also cover the 3910 Opus H&amp;S Guide for Engineers.</p> <p><b>Delivery:</b> Opus will engage external providers to assist with this process.</p> <p><b>Outcome:</b> It will further upskill our teams and will ensure the importance of communication on health and safety on projects is fully understood and appreciated.</p>	\$13,000	Within 12 months from undertaking's acceptance.
<p>Undertake an external legal review of the Opus health and safety framework to ensure that it is legally compliant and</p>	\$20,000	Within 12 months from undertaking's

that it meets the industry best practice.		acceptance.
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**Total estimated cost of benefits for workers / others -**  
\$60,000

**3.4 Activities to be undertaken to promote the objectives of the health and safety legislation that will deliver benefits for the wider industry or sector**

<b>ACTIVITIES (outline the activity and the expected outcomes)</b>	<b>COSTS(\$)</b>	<b>TIMEFRAMES</b>
<p><b>Scope:</b> Publish an external guide on NZS 3910 health and safety based on the 3910 Opus H&amp;S Guide for Engineers to ACENZ and Engineering NZ (or other appropriate bodies) to allow for circulation within and use by the industry. In particular to assist smaller contractors and subcontractors on projects to assist in the understanding of the delineation of respective roles in particular in respect of engineers to the contract.</p> <p><b>Delivery:</b> Hold meetings with other industry participants and liaise with others in the industry on the document, for thought and comments on it. Amend and update as necessary.</p> <p>Provide through an ACENZ and Engineering NZ where possible and add to the Opus website. Provide a copy to parties that deal with Opus on 3910 projects.</p> <p><b>Outcome:</b> The aim is to improve NZS 3910 understanding as to roles and responsibilities on health and safety, in particular in respect of engineers to contracts, for the wider infrastructure sector.</p>	\$10,000	Within 18 months from the undertaking's acceptance.
<p>Disseminate the training created for Opus employees/managers in relation health and safety under the NZS 3910 contract to a wider audience – for example, provide access to a presentation or training documents to industry bodies.</p> <p>The outcome would be as for Opus workers, but on a larger scale.</p>	\$2,000	Within 18 months from the undertaking's acceptance.
Publish an external article about the	\$3,000	7 months

incident and what Opus has learnt in an industry publication. This will serve as an educational document to draw attention to obligations under the Act and the role of engineer to contract under NZS 3910 contracts and in particular those involving temporary works.		from the undertaking's acceptance.
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**Total estimated cost of benefits for industry -**  
\$15,000

### 3.5 Activities to be undertaken to promote the objectives of the health and safety legislation that will deliver benefits for community

<b>ACTIVITIES (outline the activity and the expected outcomes)</b>	<b>COSTS(\$)</b>	<b>TIMEFRAMES</b>
Make a donation to the NZ Institute of Safety Management.	\$10,000	1 month from the undertaking's acceptance.
<p><b>Scope:</b> Provide work experience to the Engineering School at Auckland University by inviting students to attend any relevant internal Health and Safety training being provided to Opus employees, and in particular the training on health and safety and the 3910 contract, for two years.</p> <p><b>Delivery:</b> This will be arranged through the relationship that exists between Opus and the Engineering School at Auckland University.</p> <p><b>Outcome:</b> The aim is to provide the platform for engineering students to graduate from university with increased knowledge and awareness of the importance of health and safety within the industry.</p>	\$5,000	7 to 24 months from the undertaking's acceptance.

**Total estimated cost of benefits for the community -**  
\$15,000

### 3.6 Where WorkSafe considers appropriate in the circumstances, undertaking a SafePlus Onsite Assessment

Further information about SafePlus can be found here: [worksafe.govt.nz/about-us/who-we-are/our-priorities/safeplus/about-safeplus](https://www.worksafe.govt.nz/about-us/who-we-are/our-priorities/safeplus/about-safeplus)

3.6.1 The suitability of a SafePlus assessment will be determined by the



Enforceable Undertakings Panel when your application is considered.

3.6.2 In addition to the total cost below (3.7) all costs of a SafePlus Online Assessment will be met by the person making this undertaking. The fee charged for an Onsite Assessment is a commercial matter between your business and the SafePlus Accredited Assessors that you commission.

### 3.7 Minimum spend

#### 3.7.1

Opus International Consultants Limited

commits to a minimum spend of

\$100,300

for this undertaking.

#### 3.7.2

Opus International Consultants Limited

agrees to spend any residual amount arising from an original term not being completed or being less costly than estimated in this undertaking. Agreement on how to spend this residual amount will be sought from WorkSafe.

#### 3.7.3

Opus International Consultants Limited

Acknowledges the minimum spend comprises of the:

TOTAL COST	MINIMUM SPEND (\$)*
Financial amends paid to victims (if applicable)	N/A
Benefits to workers / others	\$60,000
Benefits to industry	\$15,000
Benefits to community	\$15,000
WorkSafe's recoverable costs (fixed)	\$10,300.00
<b>Estimated cost of the undertaking</b>	<b>\$100,300</b>

\* plus GST (if any)

**Section 4: Execution**

This undertaking is given by the person on the date it is accepted by WorkSafe as set forth in section 5 below.

**DIRECTOR OR AUTHORISED REPRESENTATIVE OF A COMPANY**

Undertaking given by-

Ian Blair

In my own right and in my capacity as -

Managing Director

Of -

Opus International Consultants Limited

On the -

29th August 2018

Signature of person:



Undertaking given before me -

Witness Name

Witness Signature

Witness Address



**Section 5: Acceptance**

This undertaking is accepted by WorkSafe

On the 07 day of September, 2018

Signature of person accepting the undertaking:

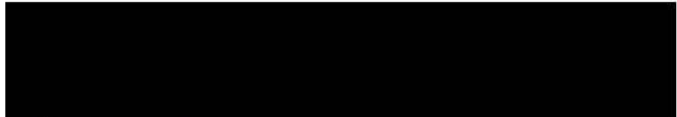


Name of WorkSafe representative:

Simon Humphries

General Manager, WorkSafe (or delegate)

Witnessed: Cordell Weir  
Enforceable undertakings



WorkSafe NZ

09/09/2018

