

APPENDICES

Appendix I
Written Response by the
Fiji Roads Authority



26th April 2022

Hon. Viam Pillay

Chairperson

Standing Committee On Social Affairs

Parliament of The Republic of Fiji

Parliament Complex

Constitution Avenue

SUVA

Dear Sir,

RE: Clarification of Issues in Relation to the Fiji Roads Authority 2016-2018 Annual Reports

Further to the letter dated 14th April 2022 and the issues raised, find enclosed Fiji Roads Authority's responses.

Yours sincerely

Kamal Prasad

Chief Executive Officer

Enclosure: Questions and Responses

General Questions

1. What is the Authority's plans for the old Vatuwaqa Bridge?

The bridge has to be removed in near future either as part of road widening works or if it becomes a hazard. There is no urgency of prioritizing its removal presently as it is not adversely impacting the environmental and social stability of the surrounding area.

2. How closely does FRA work with other stakeholders in ensuring that quality materials are used to repair and construct roads, bridges, culverts etc. and that they are approved by engineers?

FRA is in continuous communication with the suppliers and contractors on what is expected of them. We have approved standards and industry best practices that the materials and quality of workmanship is tested and measured against. FRA is training its engineers to use and improvise the locally available material and method of works to meet performance requirement. This is whereby the engineers are able to use material that are below international standards but can be engineered to deliver the same performance.

3. We note that the Authority adheres to international standards in terms of maintaining the road network infrastructure. Explain then, as to why such short lifeline of roads as evidenced by the occurrence of pot holes shortly after roads have been repaired.

Please provide specific occurrence so that an informed response can be provided.

4. With the utilization of high mountain materials such as rocks, pebbles, boulders and etc.) for road construction, what is the quality of these materials works compared to the materials and gravel extracted from rivers?

The quality of material does not differ much but the consistency is at times an issue. In order to keep track of variance mandatory quality management system is implemented on all projects. When the aggregates do not meet the standard specification then the specification is improvised to suit the material without impacting the performance of the completed works. The qualities are dependent on location of rock source areas and the types of rocks. Consistent quantity of quality aggregates is achieved from land based rock type when compared to the river rock stone but this can also be overcome by regimental testing regime.

5. What is the Authority's plans to address traffic congestion in major towns and cities with the increase in the number of vehicles on our roads?

With the number of vehicles on our roads traffic congestion will be part of our daily life. FRA will be optimizing the local area traffic management to keep the level of service to an acceptable level. This will be in the form of good running surface, additional lanes, re-routing traffic flow, overpass at locations where high number of pedestrians are crossing major roads, communicating journey times and working with enforcement agencies in improving driver behavior.

6. What plans are in place by the Authority to address roads that have been continuously washed away during flooding? Provide us with a list of such roads and crossings.

Similar to the pothole reduction programmer FRA is starting with two new targeted programme namely the low level crossing resilience programme and coastal road protection programme. The low level crossing resilience programme is in addition to the low level crossing replacement programme. These two programmes are mainly in planning and design phase but physical works have already started at some critical locations. The low level crossing works entail concreting of approach road, rehabilitation works on the deck and reinforcing of river banks. Below is the list of crossings and coastal roads that have already been addressed. The list of roads and crossings that partially gets washed away is at Annexure A.

Low Level Crossing Resilience Programme:

1. Navala Crossing No.1 - Ba
2. Lewa Crossing No.2 – Ba
3. Burewai Crossing – Ra
4. Mataso Crossing – Ra
5. Kabisi Crossing – Sigatoka
6. Marasa Crossing – Nadi

Coastal Road Protection Programme:

1. Along Queens Road – Namatakula Village, Malevu Village, Vatukarasa Village
2. Along Cuvu Back Road – Shangri La Hotel, Tore Village
3. Malau Rd End, Labasa
4. Solevu School Frontage in Bua
5. Naduri Village frontage, Macuata
6. Vuinadi Village Frontage, Natewa West Coast Rd Vaturova
7. Urata Area, Savusavu
8. Lesiaceva Rd Savusavu
9. Taveuni Jetty, North End and South End
10. Along Dawasamu Road (river bank protection)
11. Ovalau Circular Road – Ovalau

7. Is FRA still responsible for Coastal and Flood Protection projects or is this now under the ambit of the Ministry of Waterways and Environment?

FRA is responsible for coastal and flood protection only for the section of roads located along the coast and river banks. The remainder is under the ambit of the Ministry of Waterways and Environment.

8. In light of the persistent slips at the Korosomo and Lomaloma roads due to high volume of precipitation even after repair have been completed, what are FRA's plans to resolve this? Why is the Authority now placing priority on completing the Korosomo Bypass road?
- The Nabouwalu Road at the Korosomo slip site will be realigned to mitigate the chances of another slip at the location. Currently the repaired section of the road at the location of the slip is performing as anticipated and the realignment works has been halted to utilize the available funding on other much needed projects. As for Lomaloma slip a 150m long bridge will be installed at the same location. There is a need to make our main supply routes resilient to be accessible after disaster.
9. What is the scope of work for 'road upgrades' as opposed to 'road repair'?
- Road upgrades would involve complete removal and replacement of a failed pavement and other road features such as widening, realignment, traffic control devices, safety hardware, and major drainage works. While road routine maintenance usually includes local patching, crack sealing, and other relatively low-cost actions. Distresses such as isolated medium or high severity bumps or potholes that may have a considerable negative impact on the performance of a section are usually corrected first.

Fiji Roads Authority 2017/2018 Annual Report Questions

10. We note that the original contractor appointed for the NASRUP Suva 3 project was terminated due to poor performance. Who was this contractor, and provide details of the new contractor appointed?
- China Railway First Group was awarded the NASRUP S3 contract in February 2015 and the Board terminated the contract in October 2018 due to poor performance and delayed in project completion. This project was then divided into two sections from Nakasi to Koronivia which was awarded to Dayals Fiji Ltd and the Koronivia to Davuilevu section was awarded to Higgins Fiji Ltd.
11. Page 7 of Annual Report (Corporate Governance) –
- a) Out-sourced contracts with the private sector - provide us with the total number of out-sourced contractors and how has the Authority monitored the work done by these contractors?
- FRA has used 65 out sourced contractors of which 43 has been local contractors. The Contractor performance was monitored through the provisions of the contract. The executed contractors had clear performance indicators in terms of Quality Management System, Health & Safety Standards, Environmental and Social obligations, Workmanships Standards, Scope of Deliverables and Performance of Completed Works. All these were monitored and documented through the entire life of the contract which included the 365days defects liability period.

12. Page 12 of Annual Report – We note that FRA signed an MoU with the Ministry of Rural and Maritime Development in the management of roads in Outer Islands. Provide details of this MoU and the works undertaken as part of it.

The MoU attached (Annexure C) was for the general routine maintenance on the Outer islands roads and bridges and jetties that the Ministry of Rural and Maritime Development undertook with the existing labor force on the eight maritime islands on behalf of the FRA. The scope of routine maintenance works undertaken were labor intensive in nature such as; unsealed road pothole repairs and shape defects restoration, surface drainage clearing, litter and vegetation control, bridge and jetty minor repairs and emergency response to cyclone, storm surge and flooding effects.

13. Page 13 of Annual Report (Structure and functions of supply chain) – Provide more information on the supply chain, contractors, and sub-contractors and highlight the challenges faced between contractors and the Authority?

The supply chain that are regularly affected is the road pavement materials supply especially for rural isolated and maritime island for road construction and maintenance works. The supply chain always dictated by the consistency of supply to meet the current demand and materials quality from the secured licensed source.

Securing quarry license is also a challenge in terms of the time it takes to achieve one. These challenges are common to both FRA and Contractors.

14. Page 14 of Annual Report – We note that contractors are required to do remedial works at their own cost if their work is found to be defective. Provide us with a list of the contractors who have had to do remedial works in respect of year from 2016 – 2018. Additionally, what other measures are in place should contractors not complete remedial works to the right standard?

Remedial works are anticipated on all civil works contracts from its implementation to its completion stages and any deficiencies observed during the quality monitoring program of specified works where appropriate remedial action and associated costs need to be taken by the Contractors.

List of Contractors from 2016 – 2018 attached

Results of inspection, including nature of deficiencies observed and corrective actions taken or to be taken by the contractor and all costs associated therewith shall be at the Contractor's expense. Report of tests performed, including those specified, with the results of the tests, including failures and remedial action to be taken. Failure of the Contractor to take approved remedial action may result in a deduction from the Contractor's Payment for each unresolved Non Compliance Report item.

15. Page 15 of Annual Report (Table 2 – Maintenance) – How are the outsourced work monitored and evaluated for quality assurance? What kind of arrangement does FRA have with the Municipal Councils in terms of vegetation control and keeping drainage systems clear? Furthermore, provide detail of the number of contractors who are tasked to maintain the roadside, grass cutting, spraying etc.?

FRA quality assurance standards is mandatory for all outsourced physical works on the national road network in accordance with the contract scope of works and standard specifications. They are monitored with an acceptable quality assurance program and the quality control plan by the contractor, acceptance sampling and accredited laboratory testing process, independent assurance verification and inspection process by FRA to ensure the quality and quantity are completed in accordance with contract conditions.

The Memorandum of Agreement attached between the FRA and the Suva City Council (Annexure B) to carry out the work listed in Schedule 1 Section 1.0 on all the roads in Section 2.0 within the SCC municipal area.

The detailed and number of contractors engaged for the above works are solely with the SCC contract arrangements with their supplier contract services.

16. Table 3: – Explain why the under expenditure in 'salaries' and over expenditure in 'recruitment' and 'vehicle hire & operation.'

Under Expenditure in Salaries due to delay in appointment of certain staff. There were vacancies advertised, however there were not suitable qualified individuals to fill in those positions.

Recruitment cost is high as this includes cost of relocation for expatriates.

17. Table 4: Maintenance of Assets – Clarify the over expenditure and under expenditure of projects mentioned in Table 4 (Maintenance of Assets).

There are not any certain projects, all are maintenance activities. Based on the need of the routine maintenance works there is over and under expenditure on maintenance activities.

18. Table 7: Renewal and Replacement (Bridges) – Regarding the Ovalau Bridge Program (ADB Funded), why was there a huge reduction on the revised budget which was then not utilised? On Ovalau Bridge Program (ADB Funded) – Local Share – We note there was a reduction of expenditure, explain why.

Ovalau Bridge Program was removed from the Transport Infrastructure Investment Sector Project

19. Table 8: Renewals and Replacement (Jetties) – For the Wainiyabia Jetty, enlighten the Committee on when this work is expected to commence. Elaborate on the total corporate budget, revised budget and expenditure? CFO

The existing Lakeba jetty in Tubou was recently upgraded in 2019 at a cost of \$1.42M with sheet piled jetty head that would last up for more than 10 years that improved the level of shipping services delivery in the island and there was no urgency to build the proposed new jetty at Wainiyabia, Lakeba. There are other 6 priority jetties in these maritime islands currently under the design contract which includes Vanuabalavu, Moala, Koro, Vunisea 2, Natuvu/Vunikura, Makogai and Nabukeru. For the Nabouwalu and Savusavu Jetty, these are currently under design stages. The budget was revised to incorporate these changes.

20. Table 9: New Capital Programme - Risk Reduction, Resilient and Asset Preservation (Physical Works) – We note that the Authority has completed coastal protection works in Vanua Levu. Identify these projects.

- Lesiaceva Rd Savusavu
- Dakuniba Road – Natuvu
- Natewa West Coast Road – Kiwi Corner
- Napuka Road - Karoko

21. Page 41 of Annual Report on Road Fatalities – With the increase in number of road fatalities, how is FRA working with the Fiji Police Force and Land Transport Authority to strengthen measures and create signage to remind drivers and pedestrians on the importance of adhering to road safety rules and regulations? Has the Authority identified hotspots for road fatalities and if so, what is being done about it?

When there is a fatal accident the Police sends through the accident report and joint inspection is undertaken to identify if the road condition was the root cause. Similarly, enforcement and policy issues are discussed with the LTA as and when the need arises. Any hotspot identified between the parties is addressed within weeks.

22. Page 46 of Annual Report, Table 14: Maintenance Activity Achievements – Provide us with the breakdown according to each Division and the contractors responsible for each of the maintenance activities listed in the Table.

Contractor:

Fulton Hogan Highway Joint Venture – Central/Eastern and Northern
Higgins – Western

Breakdown

Maintenance Activity	Unit	Central/Eastern	Western	Northern	Total
Potholes Repaired	no.	156,888.68	94,133.21	62,755.47	313,777.35
Line Marking	km	4,163.08	7,077.30	1,252.40	12,492.78
Grading	km	17,836.44	29,514.63	1,002.15	48,353.22
Gravel Spread on Unsealed Rds	m3	5,231.48	8,656.73	293.93	14,182.15
Drain Cleaning	km	590,046.97	212,796.58	394,781.76	1,197,625.31
New Culverts	m	9,505.91	1,085.14	12,420.72	23,011.77

23. What were the findings of the road user satisfactory survey scheduled to be conducted in 2018 and how have they been used to improve service delivery?

The survey has not been conducted yet.

24. Table 19: Specific Tasks for 2017/2018 – Explain the status of ‘Pending’ and ‘Ongoing’ activities.

Governance	
4) Clarify the FRA's Legislative and Regulatory Responsibilities. (Amendments required to the Local Government Act and several other Acts as a result of enactment of the Fiji Roads Authority Act)	On-going. Changes are made as and when needed.
5) Resolve outstanding issues with Municipal Councils' contributions and delegated functions.	On-going. Ministry of Economy is doing the previous collections and a new Memorandum of Agreement with Municipal council is been drafted.
6) Implement the final reorganisation plan for FRA's management and ensure a smooth transition.	Achieved. New organizational structure approved by the board on and FRA has taken over all principle engineering service advisor, MWH supervision functions.

Technical	
2) Adopt and complete the implementation of an integrated Enterprise system for asset management, project planning and management and associated functions. (The exact breadth still to be decided).	This is no not needed. All current software FRA has is adequate enough to produce all the deliverables.
3) Continue to stress to the Government the urgent need to address the serious damage being done to the roads by overweight vehicles.	On-going. These are continuous consultations.
General Management	
2) Complete the annual review of the 'Operations', 'Staff' and 'Risk Management' manuals.	Pending. A draft has been prepared which will be reviewed and verified by the auditors before its implemented.
3) Ensure effective processes are in place enabling the reporting of actual performance against the performance measures and targets listed in both the Corporate Plan and in the Asset Management Plan.	On-going. This is an ongoing process
5) Ensure effective management of the Business Improvement Control, the Audit Control and of the Improvement Plan in the Asset Management Plan.	On-going. This is an ongoing process

Fiji Roads Authority Financial Statements for the Year Ended 31 July 2018

25. Explain the huge operating deficit for the year ended 31 July 2018 amounting to \$87,087,751.
This deficit is after depreciation has been taken into account. Depreciation and amortization are yearly journal entries based on IFRS standards

26. We note that the Auditor issued a qualified opinion on the 2018 accounts of the Authority in relation to its receivable and payable and the related expense and income accounts for 2018 and prior years. Confirm whether this has been resolved and the measures put in place by the Authority to prevent its recurrence. Provide a breakdown of the amount payable and received from each municipal council?

This issue is still present, as currently FRA is working on new memorandum of agreement. The collections for previous dues are now handled by Ministry of Economy.

Based on the current MOA refer below for breakdown

	Contingent Liabilities (Accounts Payable) (VEP)	Contingent Assets (Accounts Receivable) (VEP)
Municipal Council		
Labasa Town Council	1,504,426.92	1,604,166.67
Nasinu Town Council	2,587,291.67	2,587,291.67
Tavua Town Council	151,250.00	151,250.00
Lami Town Council	1,028,755.98	1,141,983.33
Savusavu Town Council	368,827.34	551,833.33
Nausori Town Council	2,208,886.12	2,853,125.00
Ba Town Council	2,133,863.42	2,299,096.25
Sigatoka Town Council	1,879,029.17	1,983,556.67
Nadi Town Council	3,491,138.11	4,148,164.17
Suva City Council	9,665,257.81	21,744,240.83
Lautoka City Council	3,541,010.09	4,973,168.63
Total	28,559,736.62	44,037,876.55

27. Page 58 of Annual Report (Emphasis of Matter) – Explain the measures in place to ensure such issues are repeated.

All contract documents now follow the FIDIC set of conditions.

28. Notes to the Financial Statements (Note 3 (b) - Other operating expenses) - Explain why there was a huge reduction in 'consultancy costs' and 'travel and communications' in 2018. Provide us with a breakdown of the activities under the item 'Other'.

The consultancy cost has reduced after departure of the principle engineering service advisor, MWH.

The travel and communication cost has not reduced but has increased by \$119k, this was due to increase in staff travel cost as after departure of MWH the FRA staff took over the supervision works.

Breakdown of other:

Directors Fees	22,000.20
Refreshments	13,589.52
Conferences Allowances	1,226.51
Motor Vehicle Repair Cost	213,663.09
Fuel Expenses	259,573.55
Vehicle CORW Fees	8,453.79
Motor Vehicle - Other	39,084.47
Motor Vehicle Lease Chargers	701,429.79
Recruitment	276,817.93
Training & Conferences	127,489.05
Protective Clothing & Equip	75,166.67
Advertising	132,119.52
Audit Fees	69,724.77
Bank Fees	3,734.70
Freight/Cartage	12,697.60
Computer Systems & Services	94,212.33
Data And IT Improvements	81,506.09
Internet Links	162,791.23
Furniture Fixtures & Equipment	16.38
Insurance	150,129.70
Stamp Duty/STT	4,576.49
Office Shopping & Meeting Exp	26,178.75
Occupational Health & Safety	4,193.28
Office Cleaning	40,989.24
Office Maintenance	32,263.78
Office Security	22,027.43
Other Expenses	15,307.31
Pest Control	11,725.68
Freight & Postages	3,454.93

Printing and Stationery	92,566.68
Road Openings	24,184.82
Promotional Items & Signage	779.81
Public Relations	41,168.69
Establishment & Relocation FRA	15,968.35
Subscription Costs	14,907.19
Realised Gain/Loss	-244,673.09
Tax Expenses	406,110.83
Storage	21,397.30
Property Lease/Rental Charges	474,630.41
Electricity	40,033.42
Water Supply	16,788.21
Rates	16,003.19
Air Con Servicing	3,322.94
Carry Over Issues	-21,642.66
	3,507,689.87

Annexure A 1

Northern Division Road Lists - Continuously Washed Away, Overlips, Underslips during Flooding or Heavy Rain.

No.	Road Name	Remarks
1	Delaikoro Road (Labasa)	Landslip
2	Delaikoro Road (Labasa)	Landslip
3	Nakoroutari Rd, Labasa	Landslip
4	Macuata Drive (Labasa)	Underslip Cracks
5	Soasoa Bend, Labasa	Wainikoro Road
6	Nabouwalu Road, Tabia	Makomako Slip
7	Nabouwalu Road, Korosomo, Seaqaqa	Landslip
8	Nabouwalu Road, Lilly Pond, Seaqaqa	Underslip Cracks
9	Wainikoro Rd, Labasa, Nadogo, Macuata	Overhead Slip (After Moraia)
10	Wainikoro Rd, Labasa, Nadogo, Macuata	Overhead Slip (After Moraia)
11	Wainikoro Rd, Labasa, Nadogo, Macuata	Overhead Slips (After Nubu Village before Nubumisoqosoqo)
12	Wainikoro Rd, Labasa, Nadogo, Macuata	Under Slips (Before Nubumisoqosoqo Rd Junction)
13	Wainikoro Rd, Labasa, Nadogo, Macuata	Landslip
14	Wainikoro Rd, Labasa, Nadogo, Macuata	Landslip
15	Wainikoro Rd, Labasa, Nadogo, Macuata	Landslip
16	Wainikoro Rd, Labasa, Nadogo, Macuata	Landslip
17	Wainikoro Rd, Labasa, Nadogo, Macuata	Landslip
18	Wainikoro Rd, Labasa, Nadogo, Macuata	Landslip
19	Biaugunu Village Access, Saqani, Cakaudrove	Landslip
20	Lakeba Road, Namuka, Macuata	Underslip cracks
21	Lakeba Road, Namuka, Macuata	Underslip cracks
22	Lakeba Road, Namuka, Macuata	Underslip cracks
23	Lakeba Health Centre Road, Namuka, Macuata	Landslip
24	Nayarabale Road, Vatuova, Cakaudrove	Overhead Slip (Somalia, Nayarabale Village)
25	Nayarabale Road, Vatuova, Cakaudrove	Overhead Slip
26	Nayarabale Road, Vatuova, Cakaudrove	Overhead Slip (Before Nayagalevu Hill)
27	Nayarabale Road, Vatuova, Cakaudrove	Overhead Slip (Nayagalevu Hill before Vanuavou Junction)
28	Nayarabale Road, Vatuova, Cakaudrove	Landslip
29	Nayarabale Road, Vatuova, Cakaudrove	Landslip
30	Nayarabale Road, Vatuova, Cakaudrove	Landslip
31	Nayarabale Road, Vatuova, Cakaudrove	Landslip
32	Nayarabale Road, Vatuova, Cakaudrove	Landslip
33	Nukusere Lagi Road, Dogotuki, Macuata	Landslip
34	Nukusere Lagi Road, Dogotuki, Macuata	Landslip
35	Vanuavou Cocoa Rd, Vatuova, Cakaudrove	Under slip (Togaviti Hill - Reception Zone)
36	Vanuavou Cocoa Rd, Vatuova, Cakaudrove	Overhead Slip (Major Slip)
37	Vanuavou Cocoa Rd, Vatuova, Cakaudrove	Under Slip (Delaimakutu)
38	Vanuavou Cocoa Rd, Vatuova, Cakaudrove	Under Slip (Before Ki'a Camp)
39	Vanuavou Cocoa Rd, Vatuova, Cakaudrove	Landslip
40	Vanuavou Cocoa Rd, Vatuova, Cakaudrove	Landslip
41	Vanuavou Cocoa Rd, Vatuova, Cakaudrove	Landslip
42	Vanuavou Cocoa Rd, Vatuova, Cakaudrove	Underslip cracks
43	Natabe Road, Vunivutu, Nadogo, Macuata	Landslip
44	Natabe Road, Vunivutu, Nadogo, Macuata	Landslip
45	Natewa West Coast Rd, Saqani, Cakaudrove	Overhead slip (After Malake Village Access)
46	Natewa West Coast Rd, Saqani, Cakaudrove	Overhead slip (Before Yasawa Village Access)
47	Natewa West Coast Rd, Saqani, Cakaudrove	Under slip (Vatu)
48	Natewa West Coast Rd, Saqani, Cakaudrove	Overhead slip (Before Saqani)
49	Natewa West Coast Rd, Saqani, Cakaudrove	Overhead Slip (Before Saqani)
50	Natewa West Coast Rd, Saqani, Cakaudrove	Overhead Slip (Before Saqani)
51	Natewa West Coast Rd, Saqani, Cakaudrove	Overhead Slip
52	Natewa West Coast Rd, Saqani, Cakaudrove	Overhead Slip (Before Biaugunu Village Access)
53	Natewa West Coast Rd, Vatuova, Cakaudrove	Under Slip (Before Vatukaroa)
54	Natewa West Coast Rd, Vatuova, Cakaudrove	Under slip (After Vatukaroa before Nakura)
55	Natewa West Coast Rd, Saqani, Cakaudrove	Overhead Slip (Naboutini)
56	Natewa West Coast Rd, Dogotuki, Cakaudrove	Under Slip (After Vatuvana Seal Section)
57	Natewa West Coast Rd, Dogotuki, Cakaudrove	Under Slip (Newtown before Kedra Cocoa Junction)
58	Natewa West Coast Rd, Vatuova, Cakaudrove	Landslip

59	Natewa West Coast Rd	Landslip
60	Natewa West Coast Rd	Landslip
61	Natewa West Coast Rd	Landslip
62	Natewa West Coast Rd	Landslip
63	Natewa West Coast Rd	Landslip
64	Natewa West Coast Rd	Landslip
65	Natewa West Coast Rd	Landslip
66	Natewa West Coast Rd	Landslip
67	Natewa West Coast Rd	Landslip
68	Natewa West Coast Rd	Landslip
69	Natewa West Coast Rd	Landslip
70	Natewa West Coast Rd	Landslip
71	Natewa West Coast Rd	Underslip cracks
72	Natewa West Coast Rd	Landslip
73	Natewa West Coast Rd	Landslip
74	Saqani Depot Rd	Overhead Slip
75	Yaudigi Road, Labasa	Landslip
76	Nabouwalu Rd, Batiri	sealing, aka Somosomo slip (main transport route)
77	Nabouwalu Rd, Nasolo, Nadi, Bua	unseal, aka Nasolo slip (main transport route)
78	Kubulau Peninsula Rd, Kubulau, Bua	unseal, aka Batinivurewai slip (main transport route)
79	Driti Rd, Dama Bua	unseal aka Driti slip (bus route)
80	Korokadi Rd, Lekutu, Bua	unseal aka Banikea slip (bus route)
81	Nasoso Circular Rd, Seaqaqa, Macuata	Road has been closed due to safety reasons, Silty earth material discovered with underground (Natural) Saturation.
82	Transinsular Road, Seaqaqa Macuata	Lomaloma Slip
83	Transinsular Road, Seaqaqa Macuata	S-bend
84	Transinsular Road, Wailevu West, Cakaudrove	Waisali
85	Transinsular Road, Wailevu West, Cakaudrove	Near Spring, Boarder
86	Transinsular Road, Wailevu West, Cakaudrove	Vuadomo slip
87	Natewa West Coast Rd	Kubuna Slip
88	Natewa West Coast Rd	Korotasere
89	Natewa West Coast Rd	Waimotu
90	Wailevu West Coast Rd	Baranisavu slip

Annexure A 2

Crossings - Zone 1 Labasa		
No.	Crossing Name	Remarks
1	Nayagalevu Crossing, Sevaci Rd, Vaturova, Cakaudrove	extension on concrete approach both end
2	Wairiki Crossing, Navakuru Rd, Suweni, Cakaudrove (Labasa)	extension on concrete approach both end
3	Qelemumu Crossing, Qelemumu Rd, Labasa	extension on concrete approach both end
4	Urata Crossing, Urata Rd, Bulileka Labasa	Awaiting Full replacement
5	Qawa Crossing, Boubale Qawa Rd, Bulileka Labasa	Awaiting Full replacement
6	Konasami Crossing, Bulileka Rd, Labasa	extension on concrete approach both end

Crossings - Zone 2 Natua/Wainunu		
No.	Crossing Name	Remarks
1	Daria Crossing, Nabouwalu Road, Wainunu	extension on concrete approach both end
2	Banikea Crossing, Banikea Kavula Rd, Lekutu, Bua	extension on concrete approach both end
3	Naqumu Road, Naqumu Rd, Seaqaqa	extension on concrete approach both end
4	Narailagi Road, Seaqaqa	extension on concrete approach both end
5	Matadigo Crossing, Lutukina Road, Dreketi	extension on concrete approach Lutukina end
6	Nasigasiga Crossing, Nasigasiga Nabiti Road, Dreketi	extension on concrete approach Nabiti end
7	Namuavoivoi 2 (Nabilodra), Namuavoivoi Rd, Bua	Awaiting Full replacement
8	Sigawe Crossing, Namuavoivoi Rd, Bua	Awaiting Full replacement
9	Dawacumu Crossing, Namuavoivoi Rd, Bua	Awaiting Full replacement
10	Miller Crossing, Miller Road, Seaqaqa	extension on concrete approach Miller end

Crossings - Zone 3 Savusavu		
No.	Crossing Name	Remarks
1	Natua, Wailevu West Coast Rd	extension on concrete approach both end
2	Valeni Wailevu West Coast Rd	extension on concrete approach both end
3	Dogoru Wailevu West Coast Rd	extension on concrete approach both end
4	Keka Wailevu West Coast Rd	extension on concrete approach both end
5	Dawara Wailevu West Coast Rd	extension on concrete approach both end

Annexure A 3

Structure Name	Road Name	Structure Details	Province	Comments
NAVESIKALAU CROSSING	DAWASAMU ROAD	Crossing	Tailevu	Rock Riprap of bank and Concreting of approaches
NAMURIMURI CREEK CROSSING	DAWASAMU ROAD	Crossing	Tailevu	Concreting of crossing approaching
WAIBASAGA CREEK CROSSING	DAWASAMU ROAD	Crossing	Tailevu	Concreting of crossing approaching
NASAU 2 CULVERT	NASAU VILLAGE ROAD	Box Culvert	Tailevu	Raise level of crossing
SISIWA CREEK CROSSING	DAWASAMU ROAD	Crossing	Tailevu	Concreting of crossing approaching
WAINIBUKA CROSSING	COLATA COCOA ROAD	Crossing	Tailevu	Concreting of crossing approaching
QELEKURO BRIDGE	DAWASAMU ROAD	Unknown	Tailevu	Concreting of crossing approaching
NAQIRI CROSSING	DAWASAMU ROAD	Pipe Culvert	Tailevu	Concreting of crossing approaching
WAISA CROSSING	NASAIBITU ROAD	Crossing	Tailevu	Concreting of crossing approaching
VATUDEDE (DELAIKADO)	NABORO COCOA ROAD	Circular Culvert	Tailevu	Crossing Replacement
Matainasau crossing approach	Wailoa Road	Crossing	Rewa	Concreting of crossing approaching
Vuniwi crossing past Lutu village	Wailoa Road	Crossing	Rewa	Concreting of crossing approaching
Sawanikula crossing	Sawanikula Bukunivatu Road	Crossing	Rewa	Concreting of crossing approaching
Waikavika crossing approach	Nabukaluka Road Delailasakau	Crossing	Rewa	Concreting of crossing approaching
Waisomo crossing approach	Nabukaluka Road Delailasakau	Crossing	Rewa	Concreting of crossing approaching
Waitaqolo crossing approach	Waitaqolo Road	Crossing	Rewa	Concreting of crossing approaching
Waisa crossing	Navulokani Road	Crossing	Rewa	Concreting of crossing approaching
Waiwatu crossing	Navulokani Road	Crossing	Rewa	Concreting of crossing approaching
Wailase crossing	Wailoa Road	Crossing	Rewa	Concreting of crossing approaching
Waiduvu crossing	Wailoa Road	Crossing	Rewa	Concreting of crossing approaching
Toda crossing	Lomaivuna Loop Road	Crossing	Rewa	Concreting of crossing approaching
Toda crossing	Muavesi Road	Crossing	Rewa	Concreting of crossing approaching
Wainavida crossing	Lutu Vuisiga Road	Crossing	Rewa	Concreting of crossing approaching
Baulevu Slips	Baulevu Rd	Crossing	Rewa	Rock Rip rap bank and reinstate road
Kings Rd Slips - Kasavu	Kings Road	Crossing	Rewa	Rock Rip rap bank and reinstate road
Qauia Crossing	QAUIA VILLAGE ROAD	Crossing	Suva	
VIKOBIA CROSSING	RAILAGI ROAD	Crossing	Naitasiri	
Railagi crossings	Railagi Rd	Crossing	Nasinu	
Wainikovu		Crossing	Namosi	These are all low level; need to be raised; use Bailey Bridges; time-frame to raise levels -6-8 months, subject to weather
1st crossing on Waiyanitu Road	Waiyanitu Road	Crossing	Namosi	
Nacegacega Crossing	Nabukelevu Rd	Crossing	Namosi	
Vunaniu Crossing	Vunaniu Crossing	Crossing	Namosi	
Wainimakutu Crossing	Sailaidrau Road	Crossing	Namosi	

Structure Name	Road Name	Structure Details	Province	Comments
RUKURUKU CROSSING	OVALAU CIRCULAR ROAD	Culvert	Lomaiviti	Rural Lomaiviti
TAVIYA CROSSING	OVALAU CIRCULAR ROAD	Crossing	Lomaiviti	Rural Lomaiviti
VIRO 2 CROSSING	OVALAU CIRCULAR ROAD	Crossing	Lomaiviti	Rural Lomaiviti
VIRO 1 CROSSING	OVALAU CIRCULAR ROAD	Crossing	Lomaiviti	Rural Lomaiviti
NAMACU CROSSING	NACAMAKI ROAD	Culvert	Lomaiviti	Rural Lomaiviti
Lomaloma	Vanuabalavu	Coastal Frontage	Lau	Constructing of coastal Protection - Rip-rap
Mualevu	Vanuabalavu	Coastal Frontage	Lau	Constructing of coastal Protection - Rip-rap
Cicia Circular	Cicia	Coastal Frontage	Lau	Constructing of coastal Protection - Rip-rap
Lakeba Circular	Lakeba	Coastal Frontage	Lau	Constructing of coastal Protection - Rip-rap
Vunuku	Moala	Coastal Frontage	Lau	Constructing of coastal Protection - Rip-rap
Keteira	Moala	Coastal Frontage	Lau	Constructing of coastal Protection - Rip-rap
Gau Circular	Gau	Coastal Frontage	Gau	Constructing of coastal Protection - Rip-rap
Koro North Coastal	Koro	Coastal Frontage	Koro	Constructing of coastal Protection - Rip-rap
Koro South Coastal	Koro	Coastal Frontage	Koro	Constructing of coastal Protection - Rip-rap
Nabukelevu-ira	Kadavu	Coastal Frontage	Kadavu	Constructing of coastal Protection - Rip-rap
Voasavu Crossing	Nabukelevu ira	Crossing	Kadavu	Constructing of New Box Culvert
Waisomo Crossing	Tavuki	Crossing	Kadavu	Constructing of New Box Culvert
Tabuya Crossing	Nukelevu ira	Crossing	Kadavu	Constructing of New Box Culvert
Kabariki	Nukelevu ira	Crossing	Kadavu	Constructing of New Box Culvert
Mataso	Mataso Road	Crossing	Kadavu	Constructing of New Box Culvert
Namacu	Koro South	Crossing	Koro	Constructing of New Box Culvert
Nabuna	Koro North	Crossing	Koro	Constructing of New Box Culvert

FIJI OUTER ISLANDS ROAD MAINTENANCE AND MANAGEMENT

MEMORANDUM OF UNDERSTANDING BETWEEN:



Fiji Roads Authority

THE FIJI ROADS AUTHORITY (THE FRA)

AND



THE MINISTRY OF PROVINCIAL DEVELOPMENT (THE MINISTRY)

**REGARDING THE DEVELOPMENT AND MANAGEMENT OF ROADS
ON OUTER ISLANDS**

DATE: 7 JUNE 2013

INTRODUCTION

1.0 Purpose

1.1 This Memorandum of Agreement Documents;

- (a) The terms and conditions under which staff from the Fiji Roads Authority (FRA) are transferred to the Ministry of Provincial Development (The Ministry) to carry out routine maintenance and reporting of roads and jetties on agreed islands.
- (b) The services the Ministry agrees to carry out for the FRA using the transferred staff
- (c) The agreed responsibilities of the FRA
- (d) The terms of reimbursement from the FRA to The Ministry
- (e) The agreed responsibilities of The Ministry
- (f) The Coordination and Monitoring Services that the FRA will undertake
- (g) The Planning Process for improvement works on the Islands on the Islands

1.2 The Memorandum covers the roads on the islands described in Appendix 1.

2.0 Background

- 2.1 The FRA is responsible for the management, maintenance and development of all roads and jetties in Fiji. The intention is that the FRA is a small management focussed organisation driving the delivery of safe and efficient services through an outsourced model. When the recently awarded maintenance contracts were developed it was determined that the maintenance of the remote outer islands was best done by a combination of local government staff for routine work and FRA procured contractors for heavy maintenance and larger scale work.
- 2.2 The Fiji Roads Authority inherited a number of staff on some islands who have traditionally completed the routine work. These staff were not fully occupied on road work all year round and could be available for other local community requirements. It is considered that these staff would therefore best be employed and managed by the Ministry and that the Ministry be reimbursed by the FRA.
- 2.3 Notwithstanding the above the FRA will remain responsible for all roads and jetties on the outer islands.

3.0 Definitions

Unless stated to the contrary words and terms used in this agreement have the same meaning as set out in the FRA document entitled 'Financial Management Manual'.

4.0 Scope

- 4.1 General: The intention is that the Ministry will have delegated responsibilities to carry out routine maintenance on the Outer Islands. This is based on the roads being generally in a sound condition. The Ministry will also provide weekly and emergency condition reports so that the FRA can appropriately program responses.
- 4.2 Inspections:
Weekly: The Ministry shall ensure that the road network on each island is inspected on a weekly basis so that minor surface, shape, drainage and vegetation issues are managed and the roads remain trafficable, and that major issues are identified so the FRA can program more substantial heavy maintenance.

Emergency: During emergency situations inspections shall be completed every four hours in daylight hours. Report templates will be provided by the FRA.
- 4.3 Reporting: The Ministry shall provide weekly condition, work and program reports to the FRA. The Ministry will also provide the FRA with monthly fuel and stores returns and plant and equipment condition reports. The FRA will provide the format for the required report
- 4.4 Routine Maintenance: This will generally be work that can be completed by hand with the equipment provided. The work is limited, more or less to the road surface, drainage, litter control and vegetation control.

Surface Management includes the repair of potholes and restoration of minor shape defects.

Drainage Maintenance includes clearing of side drains and ensuring all culverts are maintained in a clear condition. It will include clearing of any obstructions in bridge waterways that are able to be cleared.

Vegetation Control shall include mowing adjacent to the road, and any clearing of overhanging trees

Litter Control shall include [picking up and disposing of litter
- 4.5 Heavy and Periodic Maintenance: This is not the responsibility of the Ministry. This is maintenance where the local team neither has the experience nor the equipment to complete the work. It will be scheduled on an annual, semi-annual or emergency basis. The work will generally be completed by the FRA's Maintenance Contractors however the Ministry shall make the local road staff available.
- 4.6 Emergency Response and Planning: During emergency events the Ministry is expected to provide updates to the FRA on road conditions every four (4) hours during daylight. The FRA will provide a standard report template. The Ministry shall also ensure the road staff are carrying out clearing work as required and as can be completed safely considering the conditions.

5.0 Health and Safety

- 5.1 The FRA will provide appropriate Personal Protective Equipment for the staff to carry out the routine responsibilities of this agreement.
- 5.2 The Ministry shall be responsible for ensuring the staff use the equipment and carry out work safely

6.0 Management by The Ministry

- 6.1 The Ministry shall nominate an Outer Islands Road Works Coordinator who will liaise with the FRA's and its Consultant's maintenance manager. The Coordinator shall:
- appoint a leading hand for each island who shall be responsible for ensuring inspections and reporting are carried out on each island and that staff complete the work in a safe and timely manner
 - Shall ensure that the FRA are advised of any additional support needs in a timely manner.
- 6.2 The Ministry shall take due care of all plant, equipment and consumables provided by the FRA. This will include maintaining a register of all plant and materials, showing their condition and maintenance needs.
- 6.3 The Ministry may use the assigned staff for other duties once their road management responsibilities are met.

7.0 FRA Responsibilities

- 7.1 Provision of Equipment, Plant, Materials and Consumables: The Ministry and the FRA will keep a register of all equipment plant and materials needed for maintenance on each island. Generally this will include;

- Vehicles
- Picks, shovels, rammers and other appropriate hand tools
- Compaction Equipment
- Mowing and Vegetation Control Equipment (scrub cutters, chainsaws, cane knives, etc)
- Fuel
- Personal Protective Equipment
- Miscellaneous (Rubbish Bags, Cameras, Phones and Radios, etc)

7.2 Heavy Maintenance

It is expected that periodic, heavy maintenance will be required on the Islands once or twice a year. This will include grading, bridge, seawall and jetty repairs, large "soft spot" and drainage treatments. The FRA will be responsible for determining the need for and timing of this work. This will be done from;

- The weekly reports from the Islands
- Inspections

7.3 Emergency Response

Following emergency events the Authority will subcontract additional works as appropriate as soon as possible to ensure that economic activities resumes as soon as possible on the outer islands, namely Lakeba, Koro Island, Gau and Vanuabalavu,.

8.0 Performance Management

The key performance measures shall be reviewed every quarter for each island;

1. All weekly and quarterly reports delivered on time
2. No complaints about potholes, litter or drainage repairable by Island Staff
3. No complaints about significant problems that have not been notified to the FRA
4. Large repairs requirements notified in time to schedule repairs

9.0 Communication

The FRA shall provide a phone for each Island.

The Ministry shall provide a weekly report to the FRA for each island. The FRA shall provide a standard report format but the report shall include;

- A schedule of work completed that week with sites identified
- A program of work for the following week with sites identified
- A schedule of sites needing heavy maintenance denoting the urgency and likely repairs needed
- Photographs of problem sites that may need heavy maintenance and before and after photographs of work completed
- Plant, equipment, stores and fuel returns.

10.0 Provision of Depots, Plant and Materials

The FRA will hand over responsibility for all island depots to the Ministry in an as is condition.

Should the depots need any additional maintenance the Ministry shall propose an annual maintenance program and the FRA's contribution will be agreed by 31 December each year.

The FRA shall provide sufficient plant and material to each Island for them to be able to complete the routine maintenance activities. The materials provided are as scheduled in Schedule 4.

11.0 Staff Transfer and Management

There are currently 90 staff engaged by the FRA to carry out work on the islands (excluding Rabi). The FRA has assessed that approximately only 50% of these staff are needed. Accordingly the FRA propose the following process;

1. On signing this agreement the FRA will advise all staff whether they are transferring to the Ministry or have been assessed as surplus.



Fiji Roads Authority



2. Those staff assessed as surplus will be given one month's notice and paid redundancy by the FRA.
3. All remaining staff will be transferred as at 1 April 2013 to the Ministry payroll.

12.0 FRA Payments

By the 5th day of each month the Ministry shall provide the FRA with a schedule of the expected salary, wage, allowances and overtime commitments for the following month and a reconciliation of the actual costs versus receipts for the preceding month.

The FRA also agree to pay the Ministry \$X/month for the management responsibility and duties outlined in this agreement and to cover reporting for Rabi.

The FRA shall pay the Ministry the adjusted amount in the schedule by the 10th day of each month.

The FRA shall pay directly for and arrange delivery of all maintenance materials, plant, equipment.

13.0 Annual Review

This agreement will be reviewed annually with changes agreed by 31 December each year. The review shall consider;

- Staffing levels
- Resources provided
- Reporting and performance issues
- Maintenance requirements and funding levels

Changes to this agreement can be made at any time by mutual agreement.

14.0 Disputes and Dispute Resolution

Any dispute regarding this agreement shall be referred at first to the PS Provincial Development and the Chairman of the FRA. Should further discussion be required the dispute will be settled by agreement of the respective Ministers.



Signed by

A handwritten signature in black ink, appearing to read "Alifereti Filipe", written over a dotted line.

Alifereti Filipe

Date

Permanent Secretary for Ministry of Rural and Maritime Development

A handwritten signature in black ink, appearing to read "Pio Tikoduadua", written over a dotted line.

Pio Tikoduadua

Date

Chairman

Fiji Roads Authority





Schedules

Schedule 1 : Islands Covered in this Agreement

Schedule 2 : Maintenance Specifications

Schedule 3 : Staff

Schedule 4 : Provision of Depots, Tools, Plant and Equipment

Schedule 5 : Template for weekly reporting

Schedule 1

Schedule 1
Islands Covered by this agreement

Island	Km	Staff (Current/Proposed)
Vanuabalavu	32.63	14/9
Lakeba	34.82	7/6
Cicia	27.43	7/7
Moala	25.93	11/7
Gau	58.00	9/7
Koro	62.40	15/11
Kadavu	85.12	14/11
Rotuma	42.23	13/10
Rabi*	?	none

Schedule 2

Schedule 2 Maintenance Specification

A General Requirements

A1 Scope of Work

This contract is for the general maintenance of roads, and bridges and jetties that the Ministry of Provincial Development (MoPD) will be undertaking on behalf of the Fiji Roads Authority (FRA). The work includes the following but is subject to funding constraints set by annual budget allocations:

- Routine Maintenance including:
 - Unsealed road maintenance
 - Pothole repair
 - Drainage maintenance
 - Vegetation control, litter
- Emergency response
 - Inspections and emergency response
 - Storms, cyclones, floods etc
- Routine Bridge Maintenance
- Management Activities
 - Inspections, fault identification, programme development
 - Reporting
 - Asset data collection

A2 Asset Inventory

An inventory of roads, culverts, bridges and jetties is held by FRA. The network road inventories are known to be not entirely complete. Changes are expected during the course of this contract and part of the Provincial Developments obligations is to assist FRA in the assistance in updating and improvement of the Asset Inventory.

B Inspections, Programming, Monthly Reports

B1 Network Inspections

The MoPD shall carry out weekly inspections of the network that meet the response times noted below to assess the maintenance and safety deficiencies of the network. All faults should be identified during these inspections, and programmed for treatment according to priority.

B2 Budget Control

The MoPD will be advised what the following years annual budget is by 30 November each year. This will be broken down into:

- Routine Maintenance activities
- Other categories as determined from time to time

Once these budgets have been advised, the MoPD will be required to provide a baseline annual programme, based on the approved budget.

In no circumstances will the budget be exceeded without:

- Full justification being documented, and
- Approval by FRA being granted before work is committed.

B3 Monthly Programme

A monthly programme of works is to be developed for each month. It shall include each fault and the following:

- A proposed method of repair and description of the work.
- The location of the work
- The extent of the work, length, width and depth as appropriate;
- Total value of the work.

B3 Monthly Reports

The monthly report shall be submitted by the 5th working day of the month and shall include the following:

(i) **Achievements and Issues**

Achievements: A brief summary of major accomplishments for that month

Issues: any issues that need to be resolved that the depots have identified

Photographs may be included within this section.

(ii) **Projected Monthly Expenditure Report**

The projected monthly expenditure report provides the MoPD and FRA with the means to monitor the financial status of the MOU.

The MoPD shall provide a monthly expenditure report to reflect the actual spent verses programmed.

B5 Weekly Reports

Basic progress reports are to be submitted weekly. In reporting frequently and regularly the MoPD shall keep the FRA informed of progress in completing the approved months programme, results of inspections, safety, public and any other issues. These reports may be submitted by email, and may be in bullet point format.

C Drainage

C1 Drainage Maintenance

C1.1 Scope

This section sets out the requirements for maintaining existing drainage facilities. This includes inspecting and maintaining existing culverts and drainage structures.

C1.2 Culvert and Other Drainage Structures Inspections

The MoPD is required to inspect and clean all culverts annually. These may be programmed to be completed progressively over a 12 month period. This activity is limited to cleaning by non-mechanical means.

C1.3 Functional Requirements

Inspections shall ensure that:

All culvert inlets, outlets and barrels shall be 90% free from debris or obstruction.

The drainage channel shall be free from obstructions within 2.0m of the inlet or outlet.

Any culvert requiring upgrading, replacement or any other significant improvement works to be noted and advised to FRA accordingly.

Records of inspection dates and results are to be updated in the monthly report.

C1.4 Inventory Updating

The MoPD is to use the inspection process to update the asset inventory database. This includes:

Recording any missing culverts

Noting culvert location, size, type, material, length, existence of headwalls etc

D Verge Maintenance

D1. Grass Verge Mowing

D1.1 Scope

This section includes the control of vegetation on roadsides, either by mowing or chemical control.

D1.2 Specific Requirements

Mowing/spraying shall extend to a distance of no less than 2m (width) from edge of road. Grass cutting shall be undertaken in all village areas, and on all other roads where safety of pedestrians of vehicles is compromised by vegetation growth.

D2. Litter**D2.1 Scope**

All litter from the roadside shall be removed and disposed of. Litter includes, but is not limited to all, paper, refuse, rubbish, small dead animals, drink bottles, cans, and other consumer type objects, visible from the driver's perspective in the roadside verge.

E Unsealed Road Maintenance**E1. Scope**

This Section sets out the requirements for the maintenance of unsealed roads including pothole repair, and installing drainage cut outs.

E1.1 Pothole Repairs

Materials used in the repair of potholes for unsealed roads shall have similar characteristics and properties to the surrounding pavement and sufficient fine material to ensure that the repair remains in place.

E1.2 Cutouts

The road shall be maintained so that no water ponds on the road. Adequate cutouts, or soakage pits shall be formed to ensure this objective is met.

F Bridge Inspections and Routine Maintenance**F1. Scope**

This section sets out the requirements for Bridge Inspections and routine maintenance. It includes:

An annual inspection of all bridges

Routine maintenance as noted below

F2. Inspections

All bridges shall be inspected annually.

The inspections shall be superficial only and identify any obvious defects which may affect the safety of the road users, integrity of the bridge structure, or anything requiring urgent attention such as those items listed below:

Damage from vehicles, especially to guardrails and handrails.

Build-up of debris around piers.

Weed and tree growth.

Adequacy of signs

Erosion and scour damage

Deck drainage functions.

Expansion joint function.

Painting requirements.

Approach settlement and condition of road surface

Other specific repair requirements.

All work that is not routine in nature (noted below) shall be reported and programmed according to priority.

The FRA will carry out independent structural inspections of bridges.

F3. Routine Maintenance

Routine bridge maintenance involves all work associated with maintaining the condition and appearance of these structures. Examples of routine maintenance works include:

Keeping all components clean.

Removing detritus and vegetation from decks, drainage holes

Keeping expansion joints clean and operational

Reporting all damage and deterioration.

Reporting any build-up of debris around piers

G. Incident Response

G1. Scope

This Section sets out the minimum level of service for responding to incidents.

The MoPD is required to attend to all incidents on the network promptly and establish emergency patrols during periods when damage is expected to facilities, the safety or availability for road users may be compromised, or the integrity of access may be affected, and shall:

- respond to all incidents within the response times specified
- protect road users by making the road and adjacent area safe to all road users
- undertake emergency patrols as required and/or in response to a request by the FRA

G1.1 Progress Reports/DISMAC Procedures

During Emergency events, the Government coordinates their response via a DISMAC committee.

The MoPD shall have available an adequate communication system (e.g. cell phone or radio telephone) to enable up to date verbal progress reports to be made from the incident site to the FRA and DISMAC HQ at 4 hourly intervals.

Schedule 3

Staff Numbers, Names and Remuneration
Vanuabalavu Depot

Names	FNPF No:	Remuneraton	Classification
1] Malakai Caucaunibau	LG 928		Leading Hand
2] Katawaqa Tokailomaloma	JF 878		Storeman
3] Inoke Moceitai	JU 976		Labour
4] Josefa Koroi	OB 316		Carpenter
5] Manase Vere	PL 758		Driver
6] Viliame Kotobalavu	WU 044		Labour

Lakeba Depot

Names	FNPF No:	Remuneration	Classification
1] Isikeli Dinikula	OG 287		Carpenter (Leading Hand)
2] Alipate Taupou	OX 231		Driver
3] Apaitia Kabakoro	KC 844		Trade Assistant
4] Petero Vuniwaqa	UV 474		Operator B
5] Tomasi Madigi	WW 546		Labour

Cicia Depot

Names	FNPF No:	Remuneration	Classification
1] Sakaraia Vakacegu	KV 582		Leading Hand
2] Risiata Kalinisei	OQ 543		Labour
3] Apisai Radravu	40494		Labour
4] Samuela Ligairi	40361		Labour
5] Akuila Jitoko	40360		Labour

Moala Depot

Names	FNPF No:	Remuneration	Classification
1] Filipe Tubuitamana	JT 754		Leading Hand
2] Seruvatu Tikinitabua	UF 523		Floorboy
3] Netani Temoiraco	PZ 265		Labour
4] Serutiviti Lesikibua	40514		Labour
5] Viliame Lesumaivanuatani	40727		Labour

Gau Depot

Names	FNPF No:	Remuneration	Classification
1] Nete Bakani	JW 155		Leading Hand
2] Jone Vakaloloma	QP 371		Asst/Carpenter
3] Samuela Naikatalauvatu	40533		Labour
4] Asesela Koroduadua	LA 139		Labour
5] Tomasi Bolenaivalu	LG 548		Labour

Koro Depot

Names	FNPF No:	Remuneration	Classification
1] Nacanieli Mara	OZ 945		Leading Hand
2] Vilimoni Cokainasavu	XM 570		Labour
3] Filipe Waqavuka	YE 204		Labour
4] Sitiveni Koli	40288		Labour
5] Josala Moala	WG 778		Labour
6] Waisake Buruso	WF 664		Sirdar
7] Peni Dakunisava	WT 418		Labour

Kadavu Depot

Names	FNPF No:	Remuneration	Classification
1] Maciu Biu	LP 528		Leading Hand
2] Maciu Niubalavu	YC 081		Tally Clerk
3] Wame Raione	TJ 303		Sirdar
4] Lui Gutuvakaca	QU 270		Storeman
5] Tawase Tunavutu	40249		Labour
6] Inoke Vuase	40367		A/Clerk
7] Marika Ritova	TN 813		Driver

Rotuma Depot

Names	FNPF No:	Remuneration	Classification
1] James Oliver Rabonu	YW 516		Leading Hand
2] Brian Aisake	QA 479		Carpenter
3] Kunau Jone	TK 391		Labour
4] Joji Wesele	NP 100		Labour
5] Supapelu Olsen	JN 123		Sirdar
6] Alifereti Nakaora	QW 474		Operator A

Schedule 4

Provision of Depots, Tools, Plant and Equipment

Plant

Depot	Items	Status
Rotuma	3 t Truck	Requires Replacement
Rotuma	Grader	Good
Rotuma	1 digger	Needed
Kadavu	One 4x4	Good
Vanuabalavu	One 4x4	Good
Koro	One 4x4	Needed
Cicia	One 4x4	Needed
Moala	One 4x4	Needed
Lakeba	One 4x4	Needed
Gau	One 4x4	Needed

Tools & Equipment

Vanuabalavu Depot

Plant, Tools , Equipment nos. (Balance)	Numbers Required / Remarks
Vehicle (F 1114)	Parts already supplied (ok)
Safety Issues - Safety Boots (14)	(ok)
Safety Gum Boots (14)	(ok)
Overalls (14)	(ok)
Rainsuit (14)	(ok)
Safety Glass (6)	(ok)
Safety Vest – nil	6
Traffic Cones – nil	6
Brushcutters (2)	4 brushcutter clutch to repair old ones
Trimmerline (2 coil)	enough for 2months
Crowbars (nil)	2
Knapsack Sprayer (4)	Enough
Boltcutter (nil)	1
Flatfile (12)	Enough
Spade (2)	4
Shovel (nil)	6
Knives (10) old	6
Diesel (4no. 200ltrs drum)	enough for 2 months
Premix (2no. 200ltrs drum)	enough for 2 months
Weedkiller (36 litres)	enough for 1month
Wheelbarrow (1)	2
Axe (1)	2

Chainsaws (2) needs repair	1no. chainsaw bar & chain 36" and 24"
Generator (1)	(ok)

Rotuma Depot

Plant, Tools, Equipment nos. (Balance)	Numbers Required / Remarks
Vehicle (GM 187) double cab 3tonn – breakdown	needs urgent replacement
Grader (GN 875) Komatsu brand – good working	needs urgent maintenance & replacement of
Condition	blade bushing – discussions with CLYDE EQUIPMENT(PACIFIC) LTD to bill FRA on cost of doing the work is still going.
Safety Issues - Safety Boots (13)	(ok)
Safety Gum Boots (13)	(ok)
Overalls (13)	(ok)
Rainsuit (13)	(ok)
Safety Glass (6)	(ok)
Safety Vest (nil)	6
Traffic Vest (nil)	6
Brushcutters (4)	4 brushcutter clutch for standby repair
Trimmerline (2 coil)	2
Crowbars (2)	(ok)
Flatfile (12)	Enough
Spade (5)	(ok)
Shovel (8)	(ok)
Knives (13)	(ok)
Diesel (600 litres)	600litres
Premix (260 litres)	400 litresw
Wheelbarrow (1) 1puncture	1wheelbarrow tube
Chainsaws (2) 1old, 1new	(ok)
Generator (Govt Electrification Project)	(ok)

Koro Depot

Plant, Tools, Equipment nos. (Balance)	Numbers Required / Remarks
Vehicle (nil) – currently hiring 3ton truck at \$100 per day.	require 4WD twin cab to transport workmen and tools to site – preferably 3tonne t/cab
Safety Issues – Safety Boots (14)	(ok)
Safety Gum Boots (19)	(ok)
Overalls (14)	(ok)
Rainsuits (14)	(ok)
Safety Glass (6)	(ok)
Safety Vest (nil)	7
Traffic Cones (6)	(ok)
Workmen Ahead Signboard (2)	(ok)
Brushcutters (6)	(ok)
Trimmerline (1coil)	3 coil
Crowbars (1)	2
Shovel (4)	(ok)
Knapsack Sprayer (4)	(ok)
Knives (6)	(ok)
Chainsaw(1)	(ok)

Wheelbarrow (1)	2
Flatfile(nil)	12
Diesel (60 litres)	400 litres
Premix (185 litres)	200 litres
Weedkiller (nil)	36 litres
Generator (1) – breakdown	needs replacement

Moala Depot

Plant, Tools, Equipment nos. (Balance)	Numbers Required / Remarks
Vehicle (nil) – currently hire boat to travel to site	require 4WD t/cab vehicle
Safety issues – Safety Boots (10)	(ok)
Safety Gum Boots (10)	(ok)
Overalls (10)	(ok)
Rainsuits (10)	(ok)
Safety Glass (6)	(ok)
Safety Vest (nil)	5
Traffic Cones (nil)	6
Brushcutters (3)	(ok) needs 2 clutch & 2 spark plugs
Trimmerline (1coil)	3 coil
Sprayer (3)	(ok)
Axe (nil)	2
Knives (10)	(ok)
Flatfile (3)	12
Shovel (7)	(ok)
Crowbar (1)	2
Wheelbarrow (2 – tube puncture)	2 tubes
Diesel (50L)	400 litres
Premix (nil)	400 litres
Weedkiller (nil)	36 litres
Generator (1) - frequent breakdown)	1

Cicia Depot

Plant, Tools, Equipment nos. (Balance)	Numbers Required / Remarks
Vehicle (nil) – currently hire 4WD T/Cab at \$100 per day	require 4WD t/Cab vehicle
Safety Issues – Safety Boots (7)	(ok)
Safety Gum Boots (7)	(ok)
Overalls (7)	(ok)
Rainsuit (7)	(ok)
Safety Glass (4)	(ok)
Safety Vest (nil)	5
Traffic Cones (nil)	6
Bruscutters (3)	(ok)
Trimmerline (2 coil)	enough for 2 months
Axe (2)	(ok)
Knives (9)	(ok)
Flatfile (12)	(ok)
Shovel (6)	(ok)
Spade (2)	2
Crowbar (3)	(ok)
Wheelbarrow (3) – no tyre tubes	3 tubes

Premix (400 litres)	enough for 2 months
Diesel (400 litres)	enough for 2 months
Generator (breakdown) needs replacement	1

Kadavu Depot

Plant, Tools, Equipment nos. (Balance)	Numbers Required / Remarks
Vehicle (F 1113) Mitsubishi Pajero	still require a 4WD t/cab for loading tools and equipment.
Safety Issues – Safety Boots (13)	(ok)
Safety Gum Boots (13)	(ok)
Overalls (13)	(ok)
Rainsuit (13)	(ok)
Safety Glass (6)	(ok)
Safety Vest (nil)	7
Traffic Cones (6)	(ok)
Workmen Ahead Signboard (2)	(ok) – already purchased but not yet delivered.
Brushcutter (2)	(ok)
Trimmerline (3 coil)	(ok)
Sprayer (1)	2
File (12)	(ok)
Axe (3)	(ok)
Knives (13)	(ok)
Shovel (8)	(ok)
Spade (5)	(ok)
Diesel (130 Litres)	200L
Premix (190 Litres)	200L
Weedkiller (13 Litres)	36 Litres
Wheelbarrow (1) 1 punture	2 tubes
Generator (Govt Electrification Project)	(ok)

Lakeba Depot

Plant, Tools, Equipment nos. (Balance)	Numbers Required / Remarks
Vehicle (GN 417) 4WD T/Cab (breakdown, no service – need to be brought to Suva for repair and servicing)	need a replacement 4WD T/Cab
Safety Issues – Safety Boots (7)	(ok)
Safety Gum Boots (7)	(ok)
Overalls (7)	(ok)
Rainsuit (7)	(ok)
Safety Glass (4)	(ok)
Traffic Vest (7)	(ok)
Traffic Cones (nil)	6
Brushcutter (2)	(ok)
Trimmerline (2 coil)	enough for 2 months
Axe (4)	(ok)
Chainsaw (1) - small	1
Wheelbarrow (1)	2
Boltcutter (1)	(ok)
Cane Knives (20)	(ok)
Flatfile (12)	(ok)
Crow Bar (2)	(ok)



Spray Tank (2)	2
Leather Hand Gloves (7)	(ok)
Diesel (200litrs)	200L
Premix (150 litrs)	200L
Glyphosate (20 litrs)	24L
Generator (Govt Electrification Project)	(ok)
Telephone (not working)	needs repair or upgrading

Gau Depot

Plant, Tools, Equipment nos. (Balance)	Numbers Required / Remarks
Vehicle (nil)	Require 4WD T/Cab
Safety Issues – Safety Boots (9)	(ok)
Safety Gum Boots (9)	(ok)
Overalls (9)	(ok)
Rainsuit (9)	(ok)
Safety Glass (4)	(ok)
Traffic Vest (nil)	5
Traffic Cones (nil)	6
Brushcutter (2)	(ok)
Trimmerline (2 coil)	enough for 2 months
Axe (nil)	2
Knives (9)	(ok)
File (12)	(ok)
Wheelbarrow (3)	(ok)
Crowbar (1)	1
Shovel (4)	(ok)
Spade (2)	(ok)
Fork (1)	2
Chainsaw (nil)	1
Knapsack Spray (3)	(ok)
Diesel (400 Litrs)	enough for 2 months
Premix (400 Litrs)	enough for 2 months
Weedkiller (36 Litrs)	enough for 2months
Generator (frequent breakdown – high fuel intake)	needs replacement
Telephone – not working	needs repair and upgrading

Schedule 5

Weekly Reporting
ACHIEVEMENTS REPORT FOR WEEK ENDING SUNDAY XXth XXXX 201X
East

What are the top 3 biggest achievements made during the week.

Pothole Repairs
East

<i>Depot</i>	<i>Road name</i>	<i>Location</i>

Total Potholes for East =

Rural Roads
East

Culvert Inspections carried out on the following roads

"Roads in depot order then alphabetical order and total number of culverts inspected and cleaned on each of the roads.

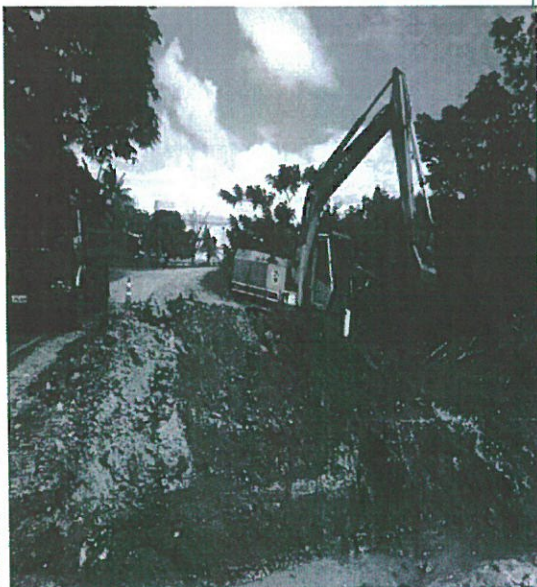

Depot	Road name	Location	Number Culverts

Total number of culverts cleaned East =127

Before/After Achievements

East

Example of before/after photos required:

Major Works Before Malau RD Construction of headwall	Major Works After Malau RD Construction of headwall After pouring ready mix at curing stage
	

WHERE WORK WILL BE DONE NEXT WEEK

East



Fiji Roads Authority



Pothole repairs – list of roads

<i>Depot</i>	<i>Road name</i>	<i>Location</i>
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Other Maintenance activity

Comment on drainage works, mowing, slip removal, etc planned.

MEMORANDUM OF AGREEMENT BETWEEN:



Fiji Roads Authority

THE FIJI ROADS AUTHORITY (FRA)

AND



THE SUVA CITY COUNCIL (THE COUNCIL)

**REGARDING THE MANAGEMENT OF ROADS WITHIN THE SUVA CITY
COUNCIL MUNICIPAL AREA**

DATE:

INTRODUCTION

PREAMBLE

The Parties recognise that each has its own legislative framework with specific obligations. Further, the Parties each recognise that they exist to exercise their obligations under legislation for the betterment of their stakeholders; the ratepayers, taxpayers, Government and people of Fiji.

This agreement sets out the responsibilities of each party with respect to the changes that have come about as a result of the establishment of the Fiji Roads Authority.

The Parties each confirm that they will act in good faith with the overall objective of providing best value for money in the provision of the various services to all stakeholders. Furthermore, the parties undertake that they will attempt to resolve any dispute or disagreement related to any activity under this agreement amicably, in good faith, and in the spirit of the agreement.

1.0 Purpose

- 1.1 Formerly, certain main roads in the council's area were owned and managed by the Department of National Roads and the balance as local roads by the Council. On 5 January 2012 the Department of National Roads was abolished and ownership of, and responsibility for, all matters pertaining to construction, maintenance and development of all of the roads passed to the Fiji Roads Authority (FRA) pursuant to the provisions of the Fiji Road Authority Decree 2012 (No 2) (The Decree).
- 1.2 FRA and the Council have agreed however that FRA will delegate back to the Council the responsibility to continue to carry out certain work on all roads within the municipal area on FRA's behalf. This agreement records the arrangement and also the basis upon which an annual financial contribution towards the total cost of managing, maintaining, renewing and developing roads will be made by the Council to FRA.

2.0 Definitions

A glossary of words and terms commonly used by the FRA is in Schedule 4.

AGREEMENT

3.0 Delegated Powers and Responsibilities

- 3.1 The Council acknowledges that all roads in the Council's area are owned by, and the ultimate responsibility for the management of them rests with, FRA.
- 3.2 FRA, through its employees, consultants, contractors or such other agents as it may elect, will carry out the work listed in Schedule 1 Section 1.0.
- 3.3 FRA delegates to the Council the power to carry out the work listed in the attachment to Schedule 1 Section 2 on all roads in the council's area on behalf of FRA and the Council accepts such responsibilities and authorities – subject to the terms and conditions stated herein.

4.0 The Council to Pay an Annual Financial Contribution to FRA

- 4.1 The Council will pay to FRA an annual contribution towards the cost of managing, maintaining, renewing and developing all roads.
- 4.2 The amount payable for the year commencing 1 January 2013 will be the same as the Council budgeted to spend, or actually spent, (whichever is the greater), on all roads in its area for the year

ending 30 December 2012 as shown in Schedule 2 – or such other amount as the FRA, after discussion with the Council, considers to be a fair and reasonable sum having regard to the work requirements in that Council's area and compared with the amounts of the contributions payable by the other councils.

The agreed sum pursuant to this clause to include the cost of power charges for streetlights and the cost of interest and principal repayment on any roading loans.

- 4.3 The amount payable in future years will be negotiated annually and the parties agree to, in addition to the annual consultation process provided for in Section 6 below, meet separately jointly, with the Ministry of Local Government with a view to deciding, before 30 October 2014, what the future formula for payment should be.
- 4.4 In the event of a dispute (including a dispute about the correctness of the figures to be inserted in Schedule 2), the matter will be referred to the Minister. The Minister will confer with the Minister for Local Government and after taking such other advice as he considers necessary shall then make his decision. The Minister's decision will be final and will be abided by both parties.
- 4.5 The Council will pay the contribution by four equal quarterly instalments on the following dates:
- The payment for the period ending 31 March will be paid by 30 April;
 - The payment for the period ending 30 June shall be paid by 31 July;
 - The payment for the period ending 30 September shall be paid by 31 October;
 - The payment for the period ending 31 December shall be payable by 31 December.
- 4.6 Late payments will incur a compounding penalty charge calculated on a daily basis from the due date at the rate of 10%pa on the amount overdue.
- 4.7 If any payment (or part thereof) becomes more than one month overdue FRA will consider and may take whatever other remedies are available to it – including but not limited to discontinuing the financial allocation for work in the Council's area and/or deducting the sum due from the allocation that would otherwise be made for work in the Council's area (whether such work is being carried out by FRA or the Municipal Council on FRA's behalf) until full payment has been made.

5.0 FRA to Pay the Council for Costs Associated with Carrying out the Delegated Responsibilities

- 5.1 The Council will promptly pay all costs incurred pursuant to this agreement (including suppliers' accounts, the salaries and wages of the relevant council staff, and plant and vehicle usage in charges) in the normal way. Provided however, unless otherwise agreed, the costs to be paid for by the Council pursuant to this clause shall not include the annual servicing charges on the balance outstanding relating to any loans the Council has raised in the past for road purposes (other than for new roads constructed with any subdivision being carried out by the council). Those loan liabilities have transferred to FRA by the Decree and FRA will, unless otherwise agreed, pay the annual servicing charges direct on those loans.
- 5.2 The Council will account for the costs of all such work, in such form, and to such level of detail as FRA, through its Municipal Councils' Liaison Officer, may require.
- 5.3 The Council will make those accounts (and all supporting information) readily available for inspection by the Municipal Councils' Liaison Officer at any time and will comply with any requests for additional

information that the Municipal Councils' Liaison Officer may make – and/or will also make such modification to its mode of operation and to its record keeping that he may require.

- 5.4 The Council will provide for each quarter a detailed statement listing all expenditure that has been incurred to date for the year in respect of all the work, the responsibility for which has been delegated to it. Such statements will be provided not later than the following dates:
- The statement for the period ending 31 March shall be provided by 10 April;
 - The statement for the period ending 30 June shall be provided by 10 July;
 - The statement for the period ending 30 September shall be provided by 10 October; and
 - The statement for the period ending 31 December shall be provided by 10 December. (Note: This statement will require some estimating to the end of the quarter with any required adjustment being made in the April quarter).
- 5.5 The quarterly expenditure statement will be prepared in such form and to such level of detail as the Municipal Councils' Liaison Officer may require.
- 5.6 FRA will promptly pay to the Council the amount due each quarter – to the extent the claim is within the approved budget and has been certified as true and correct for payment by the Municipal Councils' Liaison Officer.
- 5.7 Any costs incurred by the Council outside its delegated authority or in excess of the approved budget will be paid and funded by the Council and will not be reimbursed by FRA unless agreed between the parties.
- 5.8 Payments not made within 30 days after the date of receipt of the detailed statement from the Council or within 30 days of the quarterly date (whichever is the later) will have added to them a compounding penalty charge calculated on a daily basis at the rate of 10% per annum on the amount not paid until payment is made.

6.0 Annual Consultation

- 6.1 FRA will consult with all of the Councils together, in June each year, when FRA's proposed road programme for the following year is being formulated – and with each Council at such other times as either party may request.
- 6.2 The purpose of this consultation will be:
- to review what has been and is being achieved on roads in the municipal areas by both FRA and the Councils, and to obtain feedback from the Councils about what they consider to be the priorities for the roads in their respective areas for the next few years; and
 - to have a preliminary discussion about the amount of the contribution to be paid pursuant to the provisions of Section 4 of this agreement for the ensuing year commencing on 1 January following.
- 6.3 Immediately following this consultation and not later than a date stipulated by FRA, the Council will give FRA, in such draft budget form and to such degree of detail as FRA may require, an estimate of the cost of carrying out its delegated responsibilities in the ensuing year.
- 6.4 FRA will carefully consider the feedback received and the estimate provided when preparing its draft procurement programme for discussion with the Government during the Government's budget setting process.



- 6.5 FRA will give to the Council before 1st January each year, its final decision about the scope of the delegated work that FRA has approved for the ensuing year – and the extent to which financial provision has been made for it in FRA's accounts.

7.0 Accounting for Costs by FRA

- 7.1 FRA will maintain a separate account to record the cost of maintaining, renewing and developing all roads in all of the municipal areas.
- 7.2 The account will include the cost of all work done on the roads – whether it be done by FRA (its staff, consultants or contractors or any other agency) or by the respective Councils.
- 7.3 FRA will not however record and compare in the account the cost of work done in each municipal area with the contribution made by each Council pursuant to Section 4 of this agreement. The Council acknowledges that a key reason for establishment of FRA is to achieve value for money by ensuring that scarce resources are allocated to the highest priority areas – whatever and wherever those may be.

8.0 How Delegated Work is to be Done

When making (or annually reviewing) the delegations, FRA will not concern itself with how the Council elects to carry out its delegated responsibilities – whether it be via its own employees or by some other party. FRA's interest is to ensure the outputs and outcomes are achieved, to the standard required, within the time required for not more than the budgeted cost.

9.0 Delegated Financial Authorities

The Council may procure goods and services in such manner as it thinks fit in order to carry out its delegated responsibilities.

The FRA may, from time to time, review the adequacy of the Council's procurement processes and the manner in which they are being applied.

10.0 Potential Redundancies

The Council acknowledges that, in the event that FRA and the Council mutually agree to discontinue or amend any delegation or delegations, or FRA decides not to renew any delegation (or delegations) or to alter any delegation (or delegations), in a manner such that less human resources are required to carry out the delegated work, for purposes other than for poor performance, the cost of payment of any redundancies or any other costs caused by the change shall be the responsibility of the FRA. If the delegation is terminated for poor performance the cost of any redundancies or any other costs caused by the change will be payable by the Councils.

11.0 General

For the purposes of clarity the parties note:

(a) Public Liability

The responsibility for public liability in respect of the assets that have been transferred to the FRA's ownership now rests with it and in that regard Section 38A of the Decree says:

"Neither the Committee, the Change Manager, the Authority nor any officer, servant, workman or Labourer employed or engaged by the Committee, the Change Manager or the Authority shall be liable for any action, suit, proceeding, disputes or challenge in any Court, tribunal or any other adjudicating body for or in respect of any act or omission done in exercise or non-exercise of the powers conferred by or duties prescribed under the provisions of this decree or any other written law."

(b) Bus Stands & Car Parks

If the bus stands, car parks, taxi stands, carrier stands or parking meters are on the legal road they are now owned by the FRA.

Bus stands and car parks not on a legal road continue to be owned by the municipal council concerned.

All revenue relating to parking meter use, bus stops, taxi stands, parking areas, the towing away of vehicles, billboards, bus shelter signage and so forth shall be retained by the Council.

Signed for and behalf of the

Suva City

Council:

Chandra Kant Umariya

Chandra Kant Umariya

Special Administrator



16/12/13

(Date)

Executed under seal of the Fiji Roads Authority:

Pro Theodore

Pro

Theodore

Chairman



16/1/14

(Date)

SCHEDULE 1

DELEGATION SCOPE

1.0 Authority Responsibilities

- 1.1 FRA will be responsible for all roads' maintenance, renewal and construction including:
- the pavement kerb to kerb inclusive (or where no kerb including to the roadside drains);
 - road marking and delineation;
 - road signs;
 - street lights and traffic signals (from 1 August 2013); and
 - all drainage work other than routine basic cleaning and maintenance of the kerbside and roadside drains.

2.0 Council Responsibilities

- 2.1 FRA hereby delegates to the Council and the Council accepts the power to carry out the responsibilities and work listed in the attachment to this schedule.
- 2.2 FRA also delegates to the Council the power to carry out all necessary actions relating to:
- parking meters' management, (including parking enforcement); and
 - use of the road reserve (e.g. the removal of abandoned vehicles, the removal of building & other materials dumped on the road, blocked entranceways etc).
- 2.3 No billboards, banners or other structures or stands of any type shall be authorised by the Council to be placed on any road unless the proposal has been first approved in writing by the FRA and then only subject to such conditions as the FRA, at its sole discretion shall impose.
- 2.4 Whenever any matter arises relating to any delegated function that the Council considers is outside its power or ability to resolve the matter, will be immediately referred by the Council to the Municipal Councils' Liaison Officer for decision.

3.0 Requests for Service and Complaints

- 3.1 The Council will appoint a named person as the contact person for all requests for service and complaints regarding all roads (whether managed by the FRA or the Council) in its area.
- 3.2 All such requests for service and complaints will be promptly entered into the FRA's complaints management system by the designated person.
- 3.3 Requests for service and complaints referred back to the Council by the FRA will be promptly resolved in the manner and within the timeframes required by the FRA.

4.0 Terms and Conditions

- 4.1 These delegations may be reviewed by FRA and amended or withdrawn by FRA at any time and FRA's decision shall be final and not subject to review. Provided however, before the FRA amends or withdraws any delegation it will give written notice to the council of its intentions and of the reasons

therefore and seek the council's response within 14 days of the receipt of such notice. The council's response will be carefully considered before the FRA makes a decision – which without limitation may be:

- to confirm the FRA's intention and withdraw or amend the delegation; or
- to defer making a final decision and give the council a specified time in which to prove its ability to satisfactorily perform (at the end of which time the then existing delegation will, at the FRA's sole option, be confirmed, amended or withdrawn).

- 4.2 FRA and the Council may mutually agree to terminate or amend any delegation (or delegations) at any time.
- 4.3 In addition to regular performance monitoring and making such decisions pursuant to Section 4.1 throughout the year as it thinks fit, FRA will decide annually, following the October six monthly review of each council's performance, if the delegations are to be renewed in either the same or in an amended form, or withdrawn.
- 4.4 In carrying out the review a key consideration will be FRA's assessment of the Council's performance against the performance measures and targets in Schedule 3. The performance measures and targets for the ensuing year in Schedule 3 may also be added to and/or amended at this time.
- 4.5 FRA employs a Municipal Councils' Liaison Officer whose job it is to continuously liaise with the Councils about Authority matters – especially how the work might best be able to be done to the required standard, in order to achieve FRA's objectives in the most effective and efficient manner – also how the respective responsibilities of FRA and the Council can be integrated and coordinated. A condition of these delegations is that the Council work closely with the Municipal Councils' Liaison Officer and promptly action his requirements and suggestions.

The extent to which the Council is satisfactorily performing these requirements is a matter that will be specifically addressed during the review.

5.0 Specifications

The minimum standard for works that the Council undertakes for materials or construction must comply with the Public Works Department's "Specifications for Road and Bridges"; or the Council's current levels of service where none are itemised below. Where no specification exists, the current levels of services and standards being applied by the Council shall apply.

5.1 Stormwater Structure (Gully Pit) Cleaning

Gully pits will be inspected monthly to ensure normal water flow is maintained and that the required standards are being met. Generally cleaning of the pits shall be undertaken with each inspection.

Foreign matter will be removed from stormwater structures so that normal water flow is maintained. Such foreign matter shall include all litter, rubbish, debris, detritus and vegetation.

All wood debris jammed within structures must be removed. Care shall be taken to ensure that stormwater structures or their linings are not damaged during cleaning operations.

Gully pits are defined as the pit including the connection to the stormwater main, or single outlet if there is no stormwater main. All gully pits are required to be debris free for at least 200mm below the invert of the outlet pipe (or inlet invert in the case of bubble-up sumps). Where the bottom of the structure is less than 200mm below the outlet invert level, no more than 20% of the outlet pipe diameter may be filled with debris.

5.2 Vegetation Control

The control of roadside vegetation maintenance includes the following:

- Road shoulders
- Embankments
- Verges
- Signs, street lights, markers
- Areas for sight distance
- Berms
- Other areas stated or implied
- Bridge approaches/abutments
- Sight rails
- Guard rails
- Kerbing
- Overhanging trees
- Water channels/ditches
- Rail Crossings

Mowing, weed control and spraying are the predominant methods of controlling vegetation growth.

5.3 Street Cleaning and Litter Collection

Sweeping is to be carried out for all roads contained within the Municipal boundary including roads historically maintained by FRA.

In CBD areas, there is to be no debris or litter in channels causing water to pond. In all other areas, there is to be no debris or litter in channels causing water to pond greater than 30mm deep. Additional patrols will be required when events are programmed.

- Street cleaning includes sweeping sealed road surfaces from the kerb face to 1m wide parallel to the kerb, and the uplifting of all refuse or foreign material.
- Cleaning shall only be undertaken where kerb and channel and sealed or concrete dish channels exist on urban streets.
- Cleaning includes manual clearing of medians, islands, tactile, pedestrian refuges, slot drains, Acco drains and areas under steel and web forged type plates etc.
- There shall be no visible material within the area specified following cleaning.

Litter collection applies to all roads and includes any single item with a dimension greater than 100mm in any direction including, but not limited to, all paper, refuse, rubbish, garbage or any item of a like nature. Litter collection also includes the appropriate disposal of all litter collected.

Litter patrols shall be undertaken on all streets in the CBD daily, and all other streets not less than weekly.

ATTACHMENT TO SCHEDULE 1

		SUVA CITY COUNCIL		
		(Details to be Inserted)		
<u>Activity Class</u>	<u>Activity</u>	<u>Work Category</u>	<u>\$</u>	<u>Comments</u>
Maintenance and operation of roads	Routine drainage maintenance	Cleaning of kerbed water channels, sumps and cesspits	115,000.00	
	Environmental Maintenance	Roadside Mowing, Planting and Shrub maintenance.	1,324,948.00	
		Roadside Litter Control (excl refuse collection)		
	Footpath Maintenance	Maintenance Only		
	Traffic Maintenance Services	Bus Stop Maintenance	--	
		Street light maintenance (until 30/07/2013)	At cost	
		Streetlight power charges (until 30/07/2013)	At cost	
		Traffic Signals Maintenance (until 30/07/2013)	At cost	
Renewals of Roads	Structural Renewals	Footpaths renewals		
	<u>TOTAL (VEP)</u>		1,439,948.00	

SCHEDULE 2

CURRENT 2012 SUVA CITY COUNCIL ROAD BUDGET				
(Details to be Inserted)				
Activity Class	Activity	Work Category	\$	Comments
Maintenance and operation of roads	Structural Maintenance (Sealed pavement maintenance)	Structural pavement repair (not rehabs)	1,694,274.00	
		Patching & pothole repairs		
	(Unsealed pavement maintenance)	Grading		
		Spot metalling/pot hole repair		
	Routine drainage maintenance	Cleaning of kerbed water channels, sumps and cesspits [Specs: 5.1]	115,000.00	
		Repair of culverts		
	Environmental Maintenance	Vegetation Control [Specs: 5.2]		
		Roadside Beautification		
		Roadside Litter Control (excl refuse collection) [Specs: 5.3]	1,209,948.00	
		Protection against graffiti on road structures		
		Removal of rocks and minor slip material from the roads		
	Footpath Maintenance	Maintenance Only		
	Emergency Reinstatement	Emergency reinstatement following storm/cyclone events		
	Traffic Services Maintenance (FRA Standard)	Traffic Signs [Specs: 5.2]	150,482.00	
		Pavement Markings		
		Streetlights	930,000.00	
		Traffic Signals	20,000.00	
		Bus Stop Maintenance		
		Network and Asset Management		
Renewals of Roads	Structural Renewals	Sealed Road resurfacing		
		Unsealed Road Metalling		
		Renewals of culverts;		
		Repair and replacements of kerbs and channels		
		Sealed Road Rehabilitation		
		Vehicle expenses relating to roads	327,150.00	
	Sub-total		4,446,854.00	
	Loan Charges		297,344.00	
	TOTAL (VEP)		4,744,198.00	

SUVA
LOAN LIABILITIES

(Details to be Inserted)

• Loan Title	Capital Works
• Purpose of Loan	Road Upgrades
• When Raised	14/10/2010
• Who from	WBC
• Term	10years
• Interest Rate	10.49%
• Amount Raised	\$ 712,696.26 (is 33% of \$2,100,000.00)
• Amount repaid as at 30 December 2012	\$ 118,805.55
• Balance outstanding	\$ 593,890.71 (is 33% of \$1,779,668.83)
• Annual charges	- Principal
	- Interest
	- Total
• Annual charges payable	- To (name & address)
	- When

SUVA
LOAN LIABILITIES

(Details to be Inserted)

• Loan Title	Capital Works
• Purpose of Loan	Road Upgrades
• When Raised	31/07/2009
• Who from	WBC
• Term	15years
• Interest Rate	10.49%
• Amount Raised	\$ 1,594,704.00 (is 46% of \$3,400,000.00)
• Amount repaid as at 30 December 2012	\$ 235,230.21
• Balance outstanding	\$ 1,359,473.79 (is 46% of \$ 2,955,377.82)
• Annual charges	- Principal
	- Interest
	- Total
• Annual charges payable	- To (name & address)
	- When

SCHEDULE 3

PERFORMANCE MEASURES AND TARGETS

Ref	Performance Area	Result
1.	Health & Safety No health and safety incidents.	
2.	Risk Management No unforeseen risk events.	
3.	Work Completion All intended work was completed (to the scope and standard originally intended).	
4.	Parking Management No issues re parking meters' management.	
5.	General Work Quality Regular observations made and recorded by the Municipal Councils' Liaison Officer confirm: Roadside verges neat and tidy. No outstanding work needed to footpaths. Kerbs regularly swept and cleaned. No blocked sumps or drains. Mowing regularly done and to the required standard. Litter promptly removed. Graffiti promptly removed and effectively monitored and managed.	
6.	Complaints A reducing trend in the number of justified complaints received about work for which the Council is responsible.	
7.	Adherence to the Approved Budget All work completed within the approved budget. No budget item exceeded.	

The FRA has a comprehensive set of performance measures and targets which it monitors and publicly reports overall performance against annually. (See Section 1.8 of the Asset Management Plan). The Council and the Municipal Councils' Liaison Officer will agree the monitoring and reporting processes for each target.



Fiji Roads Authority

Schedule 4

GLOSSARY



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Acceptance Letter

See 'Letter of Acceptance'.

Accountability

Being obliged to answer for one's actions, to justify what one does.

Not to be confused with responsibility. Responsibility involves the obligation to act. Accountability is the obligation to answer for the action.

Account Manager

A person employed by the FRA's Professional Engineering Services Advisors who has the responsibility for monitoring all expenditure against, and full compliance with, a particular line item (or line items) in the FRA's approved budget for the year.

The Account Manager differs from the Engineer's Representative in that the Account Manager has responsibility for all costs relating to the line item whereas the Engineer's Representative is responsible only for the costs relating to a contract – which may be only a part of the line item costs.

Advanced Asset Management

Asset management which employs predictive modelling, risk management and optimised decision-making techniques to establish asset lifecycle treatment options, and related long-term cash flow predictions.

Source: (New Zealand National Asset Management Steering Group (NAMS) and The Institute of Public Works Engineering Australia (IPWEA) 2011).

See also 'Core Asset Management.

Affordability

An assessment of whether a proposal can be paid for in terms of cash flows and resource costs.

Alternative Tender

A tender submitted by a party who considers it can meet the FRA's requirements in a more cost effective way than specified in the tender documents.

When submitting an alternative tender it is the tenderer's responsibility to provide full technical and other details to enable its offer to be considered.

Annual Budget

The total amount that the FRA is planning to spend on the purchase of goods and services during the year and the purposes for which it is to be spent.

Asset Disposal Policy

An FRA policy that has been prepared pursuant to the requirements of Section 32(1)(e) of the Fiji Road Authority Decree 2012 (No 2) viz:

'.....the statement of corporate intent shall include.....an outline of FRA's policies and procedures relating to thedisposal of major assets'.

For the FRA's disposal policy see Section 3.4 of the Asset Management Plan.



Fiji Roads Authority

Asset Management Plan (AMP)

A plan that explains the FRA's detailed long term intentions for managing the entire business in order to deliver the adopted levels of service and performance targets in the most cost-effective way. The asset management plan has a ten year horizon and identifies FRA's future road needs and priorities (and their likely cost) - in detail for the first three years and in outline form for the remaining seven.

The asset management plan underpins the detailed works programme that is in the "Corporate Plan and Statement of Corporate Intent" each year. It is updated annually and comprehensively reviewed every three years.

The officer primarily responsible for preparation and maintenance of the asset management plan is the Planning Manager.

Asset Management System

A system, usually in the form of computer software, that contains an inventory of assets and links to asset history, condition and financial information. The software generates reports about assets, including information about asset condition, to support the operational and strategic decision-making process.

A description of the Asset Management System the FRA uses is in Attachment 'J'.

Asset Ownership

The FRA owns all of the roads, including those situated within the municipal areas.

Section 18 of the Decree says:

'As from the commencement of this Decree, all assets, interests, rights, privileges, liabilities and obligations of –

- (i) the State in relation to the Department; and*
- (ii) municipal councils in relation to municipal roads,*

shall immediately be transferred to and shall vest in FRA without conveyance, assignment or transfer.

If a question arises as to whether any particular property, asset, interest, right, privilege, liability or obligation has been transferred to or vested in FRA, a certificate signed by the Minister shall be conclusive evidence that the property, asset, interest, right, privilege, liability or obligation was or was not so transferred or vested.'

Asian Development Bank

A regional development bank established in 1966 to facilitate the economic development of countries in Asia.

From time to time the bank approves grants or loans to the FRA for road purposes. Currently (in 2013) the FRA is receiving from the ADB loan assistance for both flood damage repairs and new capital development.

Authority

Short for 'Fiji Roads Authority'.



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Benefit Cost Analysis

A decision technique that quantifies the benefits and costs in monetary terms over the life of the decision (often the life of the asset involved), discounting them to current monetary terms.

Best Value

The most advantageous balance of price, quality and performance – usually but not always achieved through competitive procurement methods in accordance with stated selection criteria.

Best value requires consideration of all relevant costs over the useful life of the acquisition – not solely the initial project cost. The analysis necessary to achieve it isn't confined to the actual purchase process. It begins with the planning and appraisal of alternatives and continues through:

- (i) cost/benefit analysis for determination of the best combination of quality, service, time and cost;
- (ii) risk assessment and evaluation;
- (iii) preparation of the proposal assessment;
- (iv) selection of the designer;
- (v) preparation of the contract documents including the award criteria, distribution of the invitation to tender, negotiations, selection of the preferred contractor and award of the contract;
- (vi) contract management and administration; and
- (vii) evaluation of the completed work;
- (viii) effective operation. only when the 'best decision' is made after careful consideration of all available options at every step in the process will 'best value' be achieved.

See also 'Value for Money'.

Black Spot

Now replaced by the term 'crash cluster' or 'crash location'.

Board

The Fiji Roads Authority's Governing Board.

The (initial) members of the Board are the Permanent Secretaries of the Prime Minister's Office (as Chair) and of the Public Service Commission, Public Enterprises, Finance and Local Government.

A new Board comprising a Chairman and four members will be appointed by the Minister (the Prime Minister) in 2013.

Bond

A written undertaking to pay a certain sum of money.

Persons entering into written contracts with the FRA will usually be required to provide performance bonds – and other bonds in particular situations.

Every bond must be issued in favour of the FRA by the Contractor's surety – which must be a bank or insurance company acceptable to FRA.



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Bridge	A structure designed to carry a road or path over an obstruction such as a river or rail line by spanning it. Includes culverts with a cross-sectional area greater than 3.4m ² .
Budget	See 'Annual Budget'.
Building Local Capacity	See 'Capacity Building'.
Bundling	<p>The grouping of projects, contracts, or services into one structure, in a manner than enables them to be procured, funded and developed as one.</p> <p>Consolidating the required goods or services into a single tender in this way enables the FRA to reduce costs that would otherwise be incurred if the same services were procured in a number of different packages.</p> <p>Potential bundling and strategic sourcing opportunities have been key considerations when formulating the procurement approach that is outlined in this manual.</p>
Business Continuity Plan	A practical logistical plan for how the FRA will recover and restore partially or completely interrupted urgent/critical/essential business functions within a predetermined timeframe after a disaster or extended disruption.
Capacity Building	<p>Strengthening the skills, competencies and abilities of people in a particular field or fields.</p> <p>One of the FRA's key objectives is to increase the skills, competencies and abilities of Fijian personnel, who are either already engaged in, or who are interested in working in, the road industry - at all levels, from senior management to those carrying out the more routine daily maintenance tasks in the field.</p>
Capital Works	Includes both Renewal Capital Works and New Capital Works.
Capital Works Engineer	The FRA employee responsible for the management of all Category 4 and 5 works (as described in Section 4).
Capitalise	To capitalise an item is to record the expenditure as an asset and depreciate it over time.
Category 1 Works	Professional Engineering Services' Advice and Expertise (as described in Section 4.1).
Category 2 Works	All work associated with maintenance of the Roads (as described in Section 4.2).
Category 3 Works	All work associated with maintenance and operation of the traffic signals (as described in Section 4.3).
Category 4 Works	All renewals work (as described in Section 4.4).
Category 5 Works	All new capital work (as described in Section 4.5).
Category 6 Works	All road safety work (as described in Section 4.6).
Category 7 Works	Management of the FRA's laboratories (as described in Section 4.7).



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Category 8 Works	Subdivision and Development Control (as described in Section 4.8).
Category 9 Works	Land Purchase and Roads' Legalisation work (as described in Section 4.9).
Category 10 Works	All routine (mainly day to day) administrative support services (as described in Section 4.10).
Chairman (or Chairperson)	Unless otherwise stated, means the Chairman (or Chairperson) of the Board
Conflict of Interest	<p>When an FRA employee, a PESA employee, or someone else in the decision-making line has another interest that creates an incentive for him (or her) to act in a way that may not be in the best interests of the FRA.</p> <p>Everyone has multiple roles and interests at work, at home, in wider families, or in the community and conflicts of interest arise where something practical at work overlaps with one of those other roles or interests.</p> <p>The employees (or other person's) 'other interest' could be, for instance:</p> <ul style="list-style-type: none">(i) a close relationship with another party who has submitted a bid for tendered work;(ii) having a professional or legal obligation to a person with whom the FRA has a dispute;(iii) being an owner (or part owner) of land adjoining a road for which an application for subdivisional consent has been made; or(iv) holding or expressing strong political or personal views that may indicate prejudice or predetermination for or against a person who has business with the FRA – or with an FRA issue or proposal. <p>In these sorts of circumstances the person concerned should declare the interest and withdraw from any involvement in making the decision.</p> <p>The FRA maintains a Conflicts of Interest Register in which are recorded all Conflicts of Interest that have been declared and how they have been managed.</p>
Contingency Item	<p>An amount that may or may not be included in a contract to provide for the cost of events that may have been unforeseen at the time the contract was entered into or which were unforeseeable, given a reasonable standard of care during the contract period.</p> <p>As a sum of money approved at the time the tender was accepted no new approval (other than a decision by the Engineer) is necessary to cover any expenditure properly chargeable against the contingency item - but such expenditure must be fully accounted for and a detailed record about how (if at all) the contingency item has been expended kept.</p> <p>The contingency item cannot be used to cover increases in specifications or changes in the FRA's intentions, increases in the cost of materials, or errors or omissions.</p> <p>The FRA often has to make financial provision for contingencies in its contracts.</p>



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Contingent

Liable to occur but not with certainty, possible.

An event or condition that is likely but not inevitable.

Contract

A legally enforceable agreement between two or more competent parties:

- (i) made either orally or in writing; which
- (ii) creates an obligation to do, or not to do, a particular thing.

A mutually binding agreement which obligates the seller (or service provider) to provide the specified product (or service) and obligates the buyer to pay for it.

The FRA purchases goods and services via contracts that are either made in writing or pursuant to a purchase order. In the context of this Plan, the term 'contract' means predominantly the purchase of goods and services pursuant to an agreement made in writing. The work processes and requirements for 'written contracts' are quite different to those for contracts that are entered into by purchase order. (See Sections 6 & 7)

Contract Number

The system that the FRA uses to enable every contract to be easily identified and located.

The numbering system is FRA/the year in which tenders are to be called/the next consecutive number (overall).

Example: The fifteenth contract for which tenders have been called in 2012= FRA/12/15

Contract Scope

A clear description of the boundaries of a proposed contract.

Scope statements are the most important part of a contract's definition and of the planning process. They define what is within and outside the boundaries of the contract.

The FRA approves the proposed contract scope before design or other work begins, irrespective of who has prepared it.

Contract Scope Change

A decision to change the extent and limit of a contract.

An increase or decrease in the scope of the work that changes the statement of work on which the contract is based and which requires a change to the contract price.

The necessity to make scope changes usually arises relating to capital works contracts. Providing the approved maintenance budget allocation for the year isn't exceeded, directions to the maintenance contractors for maintenance work to be carried out in a stipulated manner or in another form or at another location are a necessary part of day to day maintenance and management of the network and are not scope changes. For a fuller explanation of the of the situation see section 11 (e) (IV)

Contracts' Administrator

The person responsible for maintenance of the Contracts Register – The Corporate Services Manager



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Contracts' Retention

See 'Retention'.

Contracts' Register

(Not to be confused with the Tenders' Register).

A register maintained by the FRA that records the information listed in Section 9.2 about all contracts.

A single place to which Managers can go to see what the overall 'contracts situation' is - and a historical record.

Contract Variation

May be expressed differently in the various types of contracts but generally means any alteration of/to the works whether by way of addition, modification or omission.

Although everything can't always be foreseen, by properly assessing the needs, fully understanding the work site, designing the project carefully, and compiling complete and accurate tender/contract documents, the FRA seeks to minimise the number of occasions when variations have to be issued.

Core Asset Management

Asset management which relies primarily on the use of an asset register, maintenance management systems, job/resource management, inventory control, conditions of service and defined levels of service, in order to establish alternative treatment options and long-term cash flow predictions. Priorities are usually established on the basis of financial return gained by carrying out the work (rather than on risk analysis and optimised decision-making).

Source: (New Zealand National Asset Management Steering Group (NAMS) (b), 2006).

Asset management which relies primarily on the use of an asset register, maintenance management systems, top-down condition assessment, simple risk assessment and defined levels of service, in order to establish a long-term cashflow projection.

Source: (New Zealand National Asset Management Steering Group (NAMS) and the Institute of Public Works Engineering Australia (IPWEA) 2011)

The FRA's asset management planning is currently (2013) significantly below the 'core' level. (See Section ___ of the Asset Management Plan).

See also 'Advanced Asset Management'.

Corporate Plan

A plan required to be published by the FRA annually pursuant to Section 31 of The Decree.

The Corporate Plan has to include the information listed in Section 3.2.

The FRA issues its Corporate Plan and Statement of Corporate Intent as a single combined document.

Corporate Services Manager

The FRA Manager responsible for the management of all Category 9 & 10 works.

Cost Effective

When an analysis of the benefits of a particular expenditure has confirmed that the same expenditure could not have been used more effectively, or the same benefits could not have been achieved, with less expenditure.

Council Area

See Municipal Council Area.



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Crash Categories

Fatal	A death occurring as the result of injuries sustained in a road crash within 30 days of the crash.
Serious	Injury (fracture, concussion, severe cuts or other injury) requiring medical treatment or removal to and retention in hospital.
Minor	Injury which is not 'serious' but requires first aid, or which causes discomfort or pain to the person injured.
Non-Injury	Property damage only (PDO).

Crash Cluster

A number of crashes at one location that may be of the same or related crash type.

Crash Location

A location where a range of crash types occur repeatedly, suggesting that there are common causes, rather than crashes being the result of mere chance. A location can be a crash site, a route, or an area.

Credit Card

Has the normal meaning, but for the purposes of this Plan also includes vehicle fleet cards, purchase cards, and equivalent cards used to obtain goods and services before payment is made.

Culvert

A pipe or enclosed channel for carrying a stream or watercourse under a road.

Decade of Action on Road Safety

A global programme of the United Nations on road safety initiatives.

Fiji joined the programme in 2011 and agreed a comprehensive set of targets to be achieved by 2020. Those that the FRA is responsible for include the following:

- (i) 30 black spots improved;
- (ii) 40kms of route action plans in place (e.g. overtaking lanes);
- (iii) 30 village treatments completed;
- (iv) 60 mass action plans;
- (v) 600km major roads marked and delineated; (and)
- (vi) Traffic Management Plans implemented on 4 major and 6 smaller routes.

In addition, all new projects are to have road safety audits from 2012.

Decision-making

The thought process of selecting a choice from among the available options.

All decision-making of whatever complexity and at whatever level is expected to consider all available options for achieving the objective of the decision and the likely economic, environmental and social impacts of each option before deciding the preferred course of action.



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Delegate

The process by which authority and responsibility is distributed from one person to another. However, the person who delegates the work remains accountable for the outcomes.

Authority and responsibility may be delegated subject to such terms and conditions as the person making the delegation shall prescribe and may be amended or withdrawn at any time.

In certain circumstances the authority and responsibility may be sub-delegated to another person but only to a person to the extent stipulated in the original delegation.

The agreements between FRA and the various municipal councils for the municipal councils to continue to be responsible for certain work on the roads in their areas are examples of delegations by the FRA. (see Attachment 'A')

Department of National Roads (DNR)

A former department of the Ministry of Works, Transport and Public Utilities (MWTPU). The DNR was abolished on 5 January 2012 upon the establishment of the FRA.

All staff and assets and liabilities of the Department transferred to the FRA on that date and the organisation moved from the jurisdiction of the MWTPU to the Office of the Prime Minister as a corporate entity.

Deposit

In the context of this Plan, means a sum of money provided at the time of tender.

The FRA will not, as a general rule, require deposits. It may however require the payment of a non-refundable 'documents printing charge' and in the case of more complex contracts where the cost of retendering would be high, it may require a tenderer's bond.

Depreciated Replacement Cost (or Value)

The replacement cost of an asset less accumulated depreciation to reflect the already consumed or expired future economic benefits of the asset.

Design Capacity

The maximum capacity at which a road, bridge or jetty has been designed to operate regardless of statutory, regulatory, contractual or other conditions or restrictions.

Development

In the context of the road network and the term 'Subdivision and Development' means property development that generates (or that may generate) an increased demand on the roads.

Example:

- (i) A new shopping centre may require the adjoining road to be widened to enable vehicles to pull off to the side or to wait in the centre, properly designed entrance and exit ways to be constructed, and perhaps even a changed traffic layout including signals and/or a roundabout.



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- (ii) The conversion of rural land for residential living may cause agitation for the adjoining road to be better aligned and sealed.

The FRA needs to be constantly aware of these sorts of matters to ensure that subdivision and development activities – either during the subdivision and development work or afterwards- don't negatively impact the roads, or if they do the impact is able to be mitigated either by the developer, or by the FRA using funds paid by the party benefitting from the work. Significant additional costs can be incurred by the FRA if this isn't done.

Efficiency

The relationship between the result achieved and the resources used.

A level of performance that uses the lowest amount of inputs to create the greatest amount of outputs.

Example: It is more efficient to station graders at various locations around the district and have them work on the local roads from there than it is to station them at a central depot and then have to travel long distances to their work.

Effectiveness

The extent to which the planned activities were realized and planned results actually achieved.

The extent to which a project, programme or policy achieves its intended outputs and/or outcomes.

Example: The safety improvements that have been done have been very effective. The number of crashes at that location has been reduced by 40% since the improvement work was done.

See also 'Cost – Effective'

Emergency

In the context of this Plan has the meaning described in Section 5.2.

Engineer

See Engineer to the Contract.

Engineer's Estimate

The Engineer's prediction of the likely cost of resources required by the scope of a project for which tenders have been called.

The estimate must address risks and uncertainties and explain how it has been calculated and arrived at.

The Engineer's Estimate is an important guide for the Tenders Committee and the Board when they are considering the tenders received in order to decide who to award the contract to.

Engineer's Representative

The person appointed by The Engineer to carry out The Engineer's responsibilities to the extent specified in the delegation.



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Engineer to the Contract

The person with responsibility to undertake a number of necessary duties to administer the contract and ensure the works are carried out in accordance with it, and to ensure that the parties fulfil their respective obligations. All instructions and any variations that the FRA may wish to give or make are directed through the Engineer to the Contract (The Engineer) who will give appropriate instructions to the contractor. However the Engineer has no authority to change or amend the contract – except to the extent that may have been delegated to him by the Board. He has two distinct roles:

- (i) To be the extended arm of the FRA in that he acts for the FRA in carrying out the specific duties of administering the contract, supervising the work carried out by the contractor, ensuring that the contractor complies with the terms of the contract, and checking that the work in progress and the completed work is as specified; (and)
- (ii) To the extent authorised by the FRA (see section 11) to make a determination – which shall be fair and in accordance with the contract – on each matter where the parties are not in agreement. A disagreement might concern a technical or a procedural matter, or the rights and obligations of either the FRA or the contractor (e.g. a payment to or from either party or a time extension to the contractor).

To assist him to perform his duties the Engineer to the Contract may appoint an Engineer's Representative to carry out the 'more routine' of these responsibilities at the work site.

Ethical

Being in accordance with the accepted principles of right and wrong that govern the conduct of (in this case – the road management) profession.

Ensuring everything FRA has to do is done ethically is very important to the FRA.

Expense

To expense an item is to record it as a business cost in the current year. See also 'Capitalise'.

Evaluation Criteria

The criteria against which all tender bids that are received will be evaluated.

The three most commonly used evaluation models are:

- (i) The lowest-price conforming model – the model that has the strongest emphasis on price. With this model the lowest-priced tender or proposal is selected once a prerequisite level of quality is met. It is applicable where additional quality over and above a minimum threshold is not important (that is, does not offer greater value for money).



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- (ii) The weighted-attribute model – the model that seeks to balance the trade-off between price and quality. Under this model, the criteria are weighted to reflect their relative importance. Each criterion in the tender or proposal is scored, and each is multiplied by the relative weighting to give a weighted score. The weighted scores for each tender or proposal are added up to find the highest scoring tender or proposal. Some weighted-attribute models weight all of the evaluation criteria, including price, while others weight only the non-price criteria. If weighting price it is important to carry out some level of sensitivity analysis as part of the weighting process to ensure that the price weighting is appropriate. For example if the price weighting is too high, the evaluation effectively becomes a lowest-price conforming exercise.
- (iii) The Brooks Law model assesses proposals on the basis of technical merit. The highest ranked supplier is invited to discuss the proposal, contract, terms and fees. The terms of reference and the contractual and legal requirements are reviewed to ensure a mutual understanding. When agreement on fees is reached, the supplier is appointed. If no agreement on fees is reached, the second ranked potential supplier is invited to negotiate. The process continues until a satisfactory agreement is negotiated.

Evaluation Report

See 'Tenders' Evaluation Report'.

EXIM BANK

'Export-Import' (EXIM) financial institutions owned by the Malaysian Government and the Chinese Government.

The Fijian Government receives loan funding assistance for certain major capital road projects from these two banks.

Expenditure Statement

See 'Monthly Expenditure Statement'.

Expression of Interest (EOI)

Is similar to a registration of interest (ROI) in that it is used to identify suppliers interested in, and capable of, delivering the required goods or services. Potential suppliers are asked to provide information on their capability to do the work. It is usually the first stage of a multi-stage tender process.

Fair Value

The amount for which an asset could be exchanged between knowledgeable willing parties in an arms-length transaction.

Fatal Crash

See 'Crash Categories'.

FIDIC's Yellow, Red and Green Books

The conditions of contract published by the Federation Internationale des Ingenieurs – Conseils (the International Federation of Consulting Engineers) entitled:

- (i) Construction (Red Book) 1999
- (ii) Plant and Design-Build (Yellow Book) 1999



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(iii) Short Form (Green Book) 1999

The FRA uses these FIDIC conditions.

Fiji Roads Advisory Committee (FRAC)

The Committee (Board) appointed by the Minister to govern FRA through its transitional phase.

A new Board will be appointed by the Prime Minister and will assume office in 2013.

Fiji Roads Authority (FRA)

A corporate entity established by the Fiji Road Authority Decree 2012 (No 2) – as amended by the Fiji Road Authority (Amendment) Decree 2012 (No 46) and any subsequent amendments.

Fiji Roads' Green, Yellow, & Blue etc Books

An approach to the publication of management material with the objective of facilitating a better understanding of what the FRA requires and the processes and rules staff and PESA are expected to abide by. Completing the information in this way, and bringing it all together into just a few centrally maintained documents, forces FRA to carefully think through everything it has to do and to organise its responsibilities in a more coordinated and integrated way than many public entities do.

The approach also records all of the important information in just a few locations rather than having it scattered all over the place – which is so important when so much of it affects not only the FRA's but PESA's staff and the contractors as well. It also helps to ensure everything is done in a consistent way.

Includes:

- | | | |
|-------|-------------|-----------------------------------|
| (i) | Green Book | (This) Operations Manual |
| (ii) | Blue Book | Organisational Performance Manual |
| (iii) | Yellow Book | Staff Manual |
| (iv) | Mauve Book | Asset Management Plan |
| (v) | Red Book | General Management Manual |
| (vi) | Grey Book | Risk's Management Manual |

Fiji Roads Upgrading Programme (FRUP)

A programme for the upgrading of certain main roads that is substantially funded by loans from the ADB.

Financial Contribution

In the context of the subdivision or development of land that may impact a road (or roads) a contribution of money payable to the FRA by the applicant for the subdivision or development to enable the FRA to fund the cost of mitigating those impacts.



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In the Department of Town & Country Planning is called a bond.

Financial Controller

The FRA employee with overall responsibility for the whole of the FRA's financial affairs.

Financial Management System

The processes and procedures the FRA uses, substantially in the form of computer software, to exercise financial control and accountability. The system includes the recording, verification and timely reporting of transactions that affect revenues, expenditures (including payroll), assets and liabilities.

The FRA's Financial Management System is explained in Attachment 'I'.

Financial Year

The twelve month period commencing 1 January.

Gender

Reference to the male gender in this manual shall be deemed to include and taken to include, the female gender.

Goal

(Not to be confused with 'Objective')

A general statement defining a desired end result or a statement of intent for the direction of the business – usually long-term, not necessarily quantifiable and perhaps not totally obtainable.

The FRA has three principal goals:

- (i) *'To effectively, efficiently and sustainably provide an environmentally friendly land transport network to which people are able to gain easy access and travel on safely, efficiently and comfortably to their destinations;*
- (ii) *To halt the deterioration trend and reduce the value of deferred maintenance and deferred renewals'.(and)*
- (iii) *To develop capacity and capability at all levels of the Roothing industry such that Fijians are ultimately able to be appointed to any role within the FRA, Principal Engineering Services Provider or Maintenance Contractor organisations.*

Goods

Objects of every kind and description. Includes raw materials and inventories, equipment, furniture, plant and motor vehicles.

Hazard

Something that has the potential to cause harm.

Any real or potential condition that can cause injury, illness or death to personnel; damage to or loss of a system, equipment or property; or damage to the environment.

All potential hazards must be identified in the relevant health and safety plan.



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Health & Safety Incident

An unplanned event that has resulted in, or has the potential to result in injury, illness, damage or loss to persons or property. It includes accidents and near misses.

All 'Health and Safety Incidents' must be reported and investigated as soon as practicable after the event occurs – in the manner outlined in Attachment 'E' of the 'Grey Book' – the FRA's "Risk Management Manual".

Health & Safety Plan (or Policy)

A plan which addresses identified hazards and which specifies the safe work procedures to mitigate, reduce or control them.

Ensuring safe traffic flow through work sites is a hugely important aspect of the FRA's responsibilities.

The FRA's Health & Safety Policy is in Part III of the 'Grey Book' – the FRA's "Risk's Management Manual".

Health and Safety is everyone's responsibility and all FRA staff, project managers and the FRA's consultants and contractors have the responsibility to familiarise themselves with it and comply with it at all times.

Hers

See Gender.

His

See Gender.

Important Documents

Includes but isn't limited to, the originals of all:

- Contract documents
- Contract bonds
- Contract insurance policies
- Land ownership titles
- Leases with other parties
- Leases from other parties
- Plant & Vehicle ownership papers
- Memoranda of Agreement with other parties
- Memorandum of Understanding with other parties
- Insurance policies relating to FRA assets and other interests
- Legal agreements of any kind
- Hire purchase agreements

Inputs

The amount of financial and non-financial resources that are applied to a service or activity (i.e. "service effort").

The resources that are used by the FRA to produce its outputs.

Insurance

A form of risk management primarily used to hedge against the risk of a contingent, uncertain loss.

The FRA will usually require:

- (i) contract works insurance – to protect against damage to the works during their construction



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(ii) public liability insurance – to protect against claims by other parties against damage to their property; and

(iii) motor vehicle liability insurance.

It may also require

(i) insurance of the Contractor's plant; and

(ii) professional indemnity insurance.

Integrated

Combining or coordinating separate elements so as to provide a harmonious, interrelated, organised or structured whole so that all of the constituent units function cooperatively.

The FRA strives to manage its whole business in a thoroughly integrated way – something that many public entities don't do very well.

Integrity

Honesty or soundness of moral principle, character and sincerity.

Internal Audit

An evaluation of the FRA's financial and operational business activities to ensure compliance with all legislative, regulatory, policy and other requirements and to identify areas for improvement.

Internal audits are carried out by the Financial Controller (see section 17).

Internal Audit Register

A register in which is kept a record of all internal audits that have been carried out.

Jetties

The public wharves and jetties that the FRA has the responsibility to maintain and renew.

The FRA is still to determine the number and location of the jetties that it is responsible for.

Laboratories

The three permanent and four site (or project) laboratories owned by the FRA that provide testing services for soils, bitumen, concrete, and aggregate and carry out site investigations.

FRA intends to develop its laboratories into a single business unit and either lease or sell them at some future date.

Laboratories Manager

The FRA employee responsible for management of category 7 works (as described in section 4)

Land Transport

In the context of this manual means the provision and management of a safe, efficient and effective network of roads, bridges and public jetties.

Letter of Acceptance

The letter of formal acceptance by the FRA to the selected tenderer.

This is a very important communication. It, rather than the signing of the contract documentation itself, is the point at which the two parties become contractually bound. It is therefore very important that it not be issued until



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the situation relating to all associated arrangements such as land purchase, planning consents, the relocation of utility services and so forth are absolutely clear.

Levels of Service

The defined quality for a particular service against which service performance can be measured.

Service levels usually relate to quality, quantity, timeliness, reliability, responsiveness, environmental acceptability and cost.

Road agencies like the FRA typically define levels of service in terms of the roads' reliability (how assured an intending user can be that he will be able to get to his destination within a given time no matter what day of the week it is, what time of day it is, or what the weather); convenience, and comfort of travel; how safe the roads and footpaths are to travel or walk on; and cost.

For further information about the FRA's adopted levels of service see the Organisational Performance Manual (Blue Book) – or a summary of them in the Asset Management Plan.

Life-cycle Cost

See Whole of Life Cost.

Liquidated Damages

A sum of money (agreed to and written into a contract) specified as to total amount of compensation an aggrieved party should get if the other party breaches certain parts of the contract.

The contract also establishes what actions or failures to act constitute a breach.

For the agreement to be legally enforceable, the nature of the contract should be such that it is difficult to determine actual damages, and the amount of damages should be reasonable under the circumstances. Otherwise law may regard the specified amount as a fine (included in the contract primarily to force its proper performance) and not a compensation for injury. In such cases the damages are deemed 'unliquidated damages' and are assessed by a court according to the merits of the case.

Maintenance

The actions required to enable an asset to achieve its expected life.

Maintenance work can be planned or unplanned. Planned maintenance includes measures to prevent known failure modes and can be time or condition-based. Repairs are a form of unplanned maintenance to restore an asset to its previous condition after failure or damage.

Recurrent work necessary to preserve or maintain an asset so it can be used for its designated purpose. In other words recurrent work necessary to prevent deterioration.

Includes all of the actions necessary for retaining an asset as near as practicable to its original condition, but excludes Renewals.



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Examples: Pothole repairs. Replacing a broken deck on a bridge. Applying protective paint. Removing vegetation to improve driver vision. Reinstating road markings. Cleaning and clearing roadside drains and unblocking culverts. Cleaning and repairing road signs.

Maintenance Works Engineer The FRA employee responsible for the management of all Category 2 works as described in Section 4.2– except those works that have been delegated to the municipal councils.

Mataqali Land Communal Land (87% - or 1.5 million hectares – of land in Fiji is communally owned).

Memorandum of Understanding (MOU)

A documented agreement between two or more parties. It expresses a convergence of will between the parties, indicating an intended common line of action.

Example: The MOUs between the FRA and the Councils attached to this manual. (Attachment 'A').

Minor Injury Crash See 'Crash Categories'.

Minister The Government Minister who appoints the Board and to whom the Board reports.

'The Minister' is currently the Prime Minister.

Mission The reason why the organisation exists.

The FRA's mission is '*to provide a better land transport network for Fiji*'.

Mitigate To lessen or try to lessen the seriousness or extent of. To reduce or decrease.

Examples:

- (i) Work the FRA may require to be carried out, or a payment it may require to be made, as a condition of subdivision or development consent, 'to lessen' or 'reduce' the impacts of the subdivision or development on the road network.
- (ii) Action the FRA may decide to take to reduce or lessen its exposure to certain potential risks.

Monthly Expenditure Statement

A summary statement prepared for Management's and the Board's review monthly, generally in the form shown in Attachment 'C'.

Municipal Council Area The geographic area managed by the municipal council concerned.

The areas as legally defined by notice in the gazette in respect of which the council has jurisdiction.



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Municipal Councils

The town and city councils.

There are thirteen municipal councils:

- (i) Ba Town Council
- (ii) Labasa Town Council
- (iii) Lami Town Council
- (iv) Lautoka City Council
- (v) Levuka Town Council
- (vi) Nadi Town Council
- (vii) Nasinu Town Council
- (viii) Nausori Town Council
- (ix) Rakiraki Town Council
- (x) Savusavu Town Council
- (xi) Sigatoka Town Council
- (xii) Suva City Council
- (xiii) Tavua Town Council

Municipal Councils' Liaison Officer

The FRA employee responsible for overseeing management of the Category 2 works (as described in Section 4.2(b)) that have been delegated back to the municipal councils

Municipal Councils' MOUs

The agreements between the FRA and the respective municipal councils relating to maintenance of the roads in the municipal council areas.

Copies of these agreements are in Attachment 'A'.

Network

See 'Road Network'.

New Capital

Expenditure that is used to create new assets, or to increase the capacity of existing assets beyond their original design capacity or service potential.

Examples: A new bridge. The work done to realign, widen and seal an existing road.

Non-Injury Crash

See 'Crash Categories'.

Objective

(Not to be confused with Goal).

A measurable target that describes the end results that a service or programme is expected to accomplish within a given time period. Objectives flow from, are components of, and lead the FRA towards the achievement of its goals.



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Every objective should be:

- (i) linked to a goal;
- (ii) realistic;
- (iii) action orientated;
- (iv) concise;
- (v) attainable;
- (vi) measurable;
- (vii) time constrained; and
- (viii) within the control of the FRA.

Example: Complete construction of the new Harris Road bridge for not more than \$1.63m before 31 March 2013.

Operations Recovery Plan

Has the same general meaning as 'Business Continuity Plan' except is the term usually used relating to the procedures necessary to recover after a hazard event on the roads (as opposed to the FRA's management & office business requirements.)

Outcomes

(Not to be confused with Outputs)

The actual impact and value of the service delivery

Example: Less deaths because of the safety improvement work that has been done on the roads.

Outer Island Jetties

See 'Jetties'.

Outer Islands

Fiji comprises 332 islands of which 110 are populated. (see the front page).

The two largest islands are Viti Levu and Vanau Levu.

The FRA manages roads on Viti Levu and Vanau Levu and on the following outer islands:

Island	Very Approximate Length of Road		
	Sealed	Unsealed	Total (km)
Cicia		28	28
Gau		62	62
Kadavu		70	70
Koro		60	60
Lakeba		34	34
Levuka	2	62	64
Matuku		28	28
Moala		28	28
Rabi	24		
Rotuma		39	39
Teveuni		54	78
Vanuabalavu		36	36
Total	26	501	527



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Outputs

(Not to be confused with Outcomes)

The goods and services produced and provided to third parties (i.e. 'service accomplishments').

Examples: The length of the roads resealed or the number of potholes repaired. The number of safety improvements carried out.

Ownership

See 'Asset Ownership'.

Payment Voucher

A document that records all the details of a payment and the proof that it has been made.

Payment vouchers for written contract payments by the FRA have to have attached to them, a progress payment certificate, and all relevant supporting information to justify the payment – all certified as 'true & correct and approved for payment' by all of the following:

- (i) the Engineer's Representative;
- (ii) the Account Manager;
- (iii) the Engineer to the Contract; and
- (iv) the relevant FRA line manager; and

be initialled by the two persons who sign the cheque or approve the electronic deposit to the creditor's account.

Payment vouchers for goods and services that have been procured by purchase order have to have attached to them the supplier's statement and invoice(s), all relevant information to justify the payment, and a copy of the order form – certified as 'true & correct and approved for payment' by the person who issued the purchase order; and be initialled by the two persons who sign the cheque or approve the electronic deposit to the creditor's account.

The payment of accounts based on copy invoices or on invoices that are more than three months old, unless expressly authorised in writing by the CEO, is forbidden.

Performance Measure

A qualitative or quantitative measure relating to the intended level of service for a particular service area.

Performance measures are the means by which the FRA is able to identify the extent to which it has been able to achieve its objectives – the means for determining whether the levels of service are actually being achieved.

There are three broad elements of performance measures:

- (i) Those that measure service efforts (inputs);
- (ii) Those that measure service accomplishments (outputs and outcomes); and



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- (iii) Those that relate service efforts to service accomplishments (efficiency and cost outcomes).

Example: The number of injury and fatal accidents that occur on the roads annually.

Performance Target

The desired level of performance against a performance measure.

A specific quantifiable result (in relation to a performance measure) that the FRA is aiming to achieve.

Example: Not more than 300 serious injury accidents and 20 fatal accidents on the roads this year.

Planning Manager

The FRA Employee responsible for works' forward planning and forecasting (including preparation and maintenance of the asset management plan and for management of Category 8 works (as described in Section 4).

Plant & Vehicles

The plant and vehicles traditionally managed by the plant pool of the MWTPU and used by the DNR for purposes of maintaining and managing the road network - the ownership of which was transferred to the FRA by the Decree and the majority of which have since been sold (or returned to the Ministry of Finance).

Precautionary Principal

The principal that an action should not be taken if the consequences of taking it are uncertain or potentially dangerous.

Priority (or Priorities)

(Not to be confused with Ranking).

An authoritative ranking that establishes precedence.

Probably the most important task confronting the FRA in the next two to three years is to obtain a full and proper understanding of the Road network condition and the future needs and to then agree the priorities.

The FRA staff's and PESA's responsibility is to identify for the Board's consideration, in the asset management plan, what they consider the priorities to be - from the strictly engineering point of view.

At Board level those priorities may be amended when political aspirations are taken into account.

When the Board has made its decision FRA and PESA staff are expected to wholeheartedly support, promote, and implement it (whether they believe it was the right decision or not) – and not continue to argue aspects about which they might disagree.

Probity

Confirmation that the procurement rules relating to the FRA's purchase of particular goods or services have been clear, open, and well understood, applied equally to all parties, and that there has been ethical behaviour, uprightness and honesty throughout.

Probity is an essential and integrated part of the whole procurement process – not a separate consideration.



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Probity Auditor

A person engaged by the FRA in relation to a procurement process to verify that the processes followed are consistent with government regulations, guidelines and best practice principles.

The probity auditor provides for the FRA an independent opinion and confirms, in writing, whether the concluded process has met all probity requirements – and if not in what areas and the reasons why.

The FRA employed a Probity Auditor for the maintenance contracts' process.

Procurement

All the business processes associated with purchasing, spanning the whole cycle from the identification of needs to the end of the service contract or the end of the useful life and subsequent disposal of the asset.

Procurement is not just about purchase of the required goods and services.

Rather it is:

"All of those processes that enable achievement of all planned projects:

- (i) within the pre-determined timeframe(s);*
- (ii) to the standard required;*
- (iii) at the lowest possible whole-of-life cost;*
- (iv) in a fair and ethical manner;*
- (v) in full compliance with all legislative and regulatory requirements;*
- (vi) with proper attention having been paid to sustainability;*
- (vii) with all costs fully and transparently accounted for; and*
- (viii) in the event of any substandard performance the responsible person or persons 'held to account' and appropriate action taken."*

Procurement Plan

Those parts of this manual that relate to the procurement process and to procurement planning.

A Plan that has been prepared pursuant to the requirements of Section 16 of the Fiji Road Authority Decree 2012 (No 2) – viz:

"FRA shall establish and implement a procurement process and plan for the procurement of all goods and services by the Authority.

All goods and services procured by FRA shall be in accordance with the procurement process and plan....

The provisions of the Procurement Regulations 2010 shall not apply to FRA'

The purpose of the procurement process and plan is to identify:



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- (i) the best way to approach the procurement of goods and services (through information and analysis);
- (ii) risks associated with the procurement of goods and services early so they can be managed; (and)
- (iii) from the foregoing to formulate and document the FRA's procurement strategy.

The manual is updated – in April – annually.

Procurement Regulations

The Fiji Procurement Regulations 2012 (made under the Fiji Financial Management Act 2004) that established the Fiji Procurement Office with responsibility to regulate and administer the procurement of goods, services and works for the government.

These regulations do not however apply to the FRA. (See 'Procurement Plan' above).

Professional Engineering Services Advisor

The firm appointed by the FRA to provide advice and expertise about all aspects of its responsibilities – including:

- (i) forward planning,
- (ii) works' programming and prioritisation (asset management plan),
- (iii) engineering design,
- (iv) problem solving,
- (v) contracts' preparation and management,
- (vi) works' implementation, monitoring and management (Engineer to the Contract),
- (vii) complaints' and 'requests for service' management,
- (viii) results' monitoring and improvement (and prompt intervention when results are not as required); and
- (ix) governance and management support.

The FRA's current Professional Engineering Services Advisor is MWH (New Zealand) Ltd.

The term 'PESA' wherever it is used in this manual has however a wider meaning. See the acronym definition.

Professional Indemnity Insurance

Provides cover for claims brought against the policy holder due to the policy holder's professional negligence.



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Progress Payment Certificate	A certificate that contains at least the information listed in Section 12.1 which records all payments that have been made to the contractor since the contract's award and the additional amount that is now due.
Proposal	See 'Request for Proposal'.
Provisional Sum	<p>A sum included and so designated in a contract as a specific contingency for the execution of certain specified work or the supply of certain specified goods or services which may be used in whole or in part or not at all at the direction or discretion of The Engineer.</p> <p>See section 11.1 (d)</p>
Public Liability Insurance	Provides legal liability protection from damage to third party property or bodily injury.
Purchase Order	A formal document authorising the completion of a specific task or the purchase of a particular good or service.
Purchase Order Form	<p>A form that (with only one or two exceptions) is required to be completed whenever goods and services are being ordered other than by way of written agreement.</p> <p>Every purchase order form must have on it the information listed in section 7.2(c).</p> <p>Purchase orders must always be issued before committing the FRA to the purchase and not retrospectively.</p>
Purchase Order Register	<p>A register in which is kept a record:</p> <ul style="list-style-type: none">(i) of the purchase order books that the FRA has in stock (and the book numbers),(ii) of the names of the people to whom purchase order books have been issued (and the dates they were issued to them);(iii) of when and by whom the order books were returned; and(iv) of the used purchase books (and the book numbers) and where they are stored.
Ranking	<p>(Not to be confused with Priority (or Priorities))</p> <p>The relationship between a set of items such that, for any two items, the first is either 'ranked higher than', 'ranked lower than', or 'ranked equal to' the second. It is not necessarily a total order of objects, because two or more objects can have the same ranking.</p>
Registration of Interest (ROI)	Is similar to an expression of interest (EOI) in that it is used to identify suppliers interested in, and capable of, delivering the required goods or services. Potential suppliers are asked to provide information on their capability to do the work. It is usually the first stage of a multi-stage tender process.



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Rehabilitation

A major scheduled event intended to restore a significant component, system, or entire asset or facility to its former condition.

Structural enhancements that extend the service life of an existing pavement and/or improve its load carrying capability. Rehabilitation includes restoration treatments and structural overlays.

Digging out and rebuilding a section of road is rehabilitation work.

See also Renewals

Renewals

(Not to be confused with New Capital).

The replacement or rehabilitation of an asset.

Expenditure on an existing asset which returns the service potential or the life of the asset to that which it had originally. It is **periodically required** expenditure, and relatively large (material) in value compared with the value of the components or sub-components of the asset being renewed. It may reduce operating and maintenance expenditure if completed at the optimum time.

Example: Resealing or rehabilitating a (sealed or unsealed) road – or replacing an existing bridge.

It is very important that the FRA always clearly distinguishes between New Capital expenditure and Renewals Capital expenditure.

The rate at which renewal work is being carried out over time compared with the annual provision for depreciation (the cost of consumption) is a good indicator of the extent to which the network is being maintained, improving, or is deteriorating.

Request for Information (RFI) A formal request for information to gain a more detailed understanding of the supplier market and the range of solutions and technologies that may be available.

Request for Proposal (RFP) (Not to be confused with Request for Tender (RFT)).

A formal means of seeking proposals from the market for goods or services where the FRA is open to supplier innovation – that is, where the outputs and outcomes are important, rather than the process the supplier follows to deliver them.

Request for Quotation (RFQ) A formal means of seeking quotations from the market for goods or services where price is the main selection criterion, the requirement is for 'stock standard' or 'off the shelf' goods or services, and the procurement is low risk.

Request for Tender (RFT) (Not to be confused with Request for Proposal (RFP)).

A formal means of seeking tenders from the market to provide goods or services where the FRA's specifications or requirements are clearly defined and there is little room for flexibility or innovation.



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Infrastructure networks are able to deal with significant disruption and changing circumstances – involves users as well as network providers, management as well as operators, and funding agencies as well as insurers. For all stakeholders it includes risk management in advance as well as the ability to respond to events which may evolve over time (rising sea levels, changing demographics) or shock events (flooding, global oil supply restrictions).

Resilience attributes include:

- **Service Delivery** - a focus on national, business and community needs in the immediate and longer term.
- **Adaption** - the capacity to withstand disruption, absorb disturbance, act effectively in a crisis, and recognise changing conditions over time.
- **Community Preparedness**
Infrastructure providers and users understand the infrastructure outage risks they face and take steps to mitigate them. Aspects of timing, duration, regularity, intensity, and impact tolerance differ over time and between communities.
- **Responsibility** Individual and collaborative responsibilities are clear between owners, operators, users, policy makers and regulators.
- **Interdependencies**
A systems approach applies to the identification and management of risk (including consideration of interdependencies, supply chain and weakest link vulnerabilities).
- **Financial Strength** There is financial capacity to deal with investment, significant disruption and changing circumstances. Includes available funds, the awareness of financiers and insurers, continuing capital investments and maintenance expenditure.
- **Continuous** On-going resilience activities provide assurance and draw attention to emerging issues, recognising that infrastructure resilience will always be work in progress.
- **Organisational Performance**
Leadership and culture are conducive to resilience, including:
 - Resilience ethos;
 - Situational awareness;
 - Management of keystone vulnerabilities and adaptive capacity. Future skill requirements are being addressed.

Source: New Zealand Treasury – Memo to Stakeholders from Roger Fairclough, National Infrastructure Unit – 28 June 2012



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Retention

A provision in a contract that enables the FRA to withhold a portion of the contract price until satisfied that:

- (i) the project has been completed satisfactorily – to the predetermined specific, or standard specifications; or
- (ii) the goods and services have been received to the FRA's entire satisfaction.

Revenue

The inflow of economic benefits resulting in an increase in net worth.

Risk

A state of uncertainty where some of the possibilities involve a loss, catastrophe or other undesirable outcome – the possibility of an event occurring that will have a negative impact on the achievement of objectives.

Risks are measured in terms of their potential consequences and the likelihood of the event happening. The harsher the potential loss and/or more likely the event, the greater the risk.

Risk considerations are an important part of all aspects of the procurement process and financial management.

Risk Event

A discrete, specific occurrence that negatively affects a decision, plan, or the work of the FRA in some way – not necessarily "physical asset" related.

Examples: A severe weather event. – A bridge that becomes unusable because of its condition, preventing use of the road. – A decision to no longer provide the funding for programmed work that is about to start.

Road (or Roads)

The infrastructure that the FRA is responsible for providing, managing, maintaining, renewing and developing.

It includes all land and civil infrastructure constructed by any municipal council or government body, or any other body authorised by a municipal council or government body, that is used or facilitates a public right of passage for the movement of vehicles and pedestrians, including but not limited to:

- (i) the vehicle pavement from kerb to kerb, or where there is no kerb, the roadside verges and drains;
- (ii) road signs, road marker posts and other markings, including pedestrian crossings;
- (iii) traffic islands;
- (iv) bridges and culverts;
- (v) footpaths and pavements adjacent to a vehicle pavement;
- (vi) street lights and traffic signals;
- (vii) parking meters;
- (viii) jetties, and



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- (ix) all national roads, municipal roads, and such other public roads as may be determined by FRA.

Source: Fiji Road Authority (Amendment Decree 2012 (No 46) Sec 4

Note the inclusion of jetties within this definition.

Road Reserve

That area, whether formed or not, between the legal boundaries of the private properties on either side.

Road Network

The network of roads, streets, bridges and footpaths that the FRA has the responsibility to maintain, renew and further develop.

Until the DNR's data can be verified there is some uncertainty about the exact road lengths. (For a summary of the road statistics see the Asset Management Plan).

Roads' Legislation

The task of negotiating sale and purchase agreements for the purchase of land that is required for road purposes and ensuring the transaction is completed properly and that the land so acquired is vested and held by the FRA as legal road.

For a summary of the Road's Legislation procedure see Attachment 'F'.

Roads' Legislation Register

A register that contains a list of all roads' legislation actions carried out, or still to be carried out by the Ministry of Lands and the FRA.

The register has to contain at least the information listed in Attachment 'F'.

Roadworks Emergency

A situation declared to be the case by the CEO following a major storm or other adverse event.

During a roadworks emergency the normal procurement requirements don't apply and (providing the work can be funded within the approved budget) road materials and other goods may be purchased and plant may be hired to repair the damage (in a manner and to the extent approved by the CEO).

Scope

See 'Contract Scope'.

Scope Change

See 'Contract Scope Change'.

Senior Manager

Includes the:

- Planning Manager
- Capital Works Engineer
- Maintenance Works Engineer
- Traffic Management Engineer
- Corporate Services Management
- Financial Controller
- Laboratories Manager

Sensitive Expenditure

Expenditure by the FRA (or on behalf of the FRA) that provides, has the potential to provide or has the perceived potential to provide, a private benefit to an individual that is additional to the business benefit of the FRA.



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It also includes expenditure by or on behalf of the FRA that could be considered unusual for the FRA's purpose and or functions.

Travel, accommodation and hospitality spending are examples of sensitive expenditure where problems can arise.

For the FRA's Sensitive Expenditure Policy see Section 15.0.

Service Area

Those aspects of the roads that motorists and pedestrians value, or which are essential for their efficient and effective management.

The headings under which the FRA formulates its levels of service, performance measures and targets in order to be able to decide what it has to do, and to be able to subsequently ascertain how well it is doing.

The headings are:

- (i) Health and Safety;
- (ii) Risk Management (other than risks that fall under the other six headings; and including Reputation and Safety);
- (iii) Asset Provision, Preservation, and Development; (Asset Stewardship)
- (iv) Environmental Conservation, Protection and Enhancement; (Environmental Stewardship)
- (v) Service Quality (including Aesthetics, Reliability, Responsiveness and Capacity);
- (vi) Compliance (including Training, Record Keeping and Reporting); and
- (vii) Costs.

For a fuller explanation of how levels of service are formulated under these headings see the 'Organisational Performance' Blue Book.

Service Life

The period of time between the end of construction and the time at which the asset ceases to satisfy performance requirements - defined as the time of service failure.

Service Potential

The asset's achievable service outputs – normally determined by reference to attributes such as capacity, associated operating costs and useful life.

Examples:

- (i) A road's ability to satisfactorily cope with significantly more traffic before congestion problems will occur.
- (ii) The extent to which less accidents are likely to occur with minor widening improvements and the placement of strategically located signs.



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Services

The rendering of a contractor, supplier or consultant of their time and effort and includes the hiring of plant and vehicles.

Serious Injury Crash

See 'Crash Categories'.

Significant Contract Documents

For the purposes of section 9.1(j) includes but is not limited to:

- All notices to the contractors (including formal notification of possession of the site);
- All correspondence relating to any claims for extras, expansion of time, potential contract disputes etc;
- All variations (or potential variations) & the associated correspondence;
- All material relating to:
 - progress payments
 - retentions (held & released)
 - insurances;
 - bonds & deposits
 - health & safety
- All material relating to completion of the contract.
- Such other material relating to the contract as the FRA may request at any time.

Stakeholders

(In the case of the FRA) any party having an interest in anything at all that FRA is or isn't doing relating to the provision and management of an effective and efficient network of roads and jetties for Fiji.

The very first fundamental of every organisation is to understand who its stakeholders are and what their needs and wants are.

The following are some examples of the FRA's stakeholders:

- (i) All Road Users (Accessibility, Reliability, Safety, and Comfort).
 - Private Motorists
 - Heavy Vehicle Operators
 - Pedestrians
 - Cyclists
- (ii) Jetties Users.
- (iii) The owners of property that adjoin the roads (road access, safety, environmental impact etc).
- (iv) Government.
 - The Ministries Departments of Strategic Planning, Town and Country Planning and Provincial Development (national economic development and how what the FRA is doing or intending to do 'fits' and furthers the Government's higher level aims and aspirations for the country)
 - The Ministry of Finance (budget setting and funding)



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- The Land Transport Authority (LTA) and the Police (road use and road safety)
- (v) The EXIM Banks of Malaysia and China and the ADB (Funding).
- (vi) Intending Subdividers and Developers (what the FRA is likely to permit, or not permit them to do and under what conditions).
- (vii) Utility Providers (Use of the road reserve).
 - Electricity
 - Water Supply
 - Wastewater
 - Gas
 - Telecommunications
- (viii) The Municipal Councils and the Regional Government Administrators (what the FRA is intending to do in the respective municipal and regional areas and how the proposed work can be integrated with what else the municipalities and the Regional Administrators have to do).
- (ix) PESA and the various Contractors (who have responsibility for carrying out FRA's work).
- (x) The members of the news media (re the close interest they have in understanding what the FRA is doing or intending to do and communicating it to others).

For a more comprehensive list of the FRA's stakeholders see the Asset Management Plan.

Statement of Corporate Intent(SCI)

A statement required to be prepared annually by the FRA and agreed with the Minister pursuant to Section 32 of The Decree.

The Statement of Corporate Intent has to include the information listed in Section 3.3.

The FRA prepares its Corporate Plan and Statement of Corporate Intent as a single combined document.

Strategic Route

A road (or roads) of special importance.

Strategic routes usually fall under one of the following four headings:

- (i) Access to critical infrastructure;
- (ii) Access to major tourist areas;
- (iii) Roads providing critical links to major communities; and
- (iv) Roads providing access to inland areas that are also considered bypass routes.



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Examples:

- (i) Denerau Road – an important link to major tourist destinations.
- (ii) Queens/Kings Road – main roads connecting major communities and tourist destinations.
- (iii) Monasavu Road/Nadirivatu Road – a road leading to major utilities' infrastructure.
- (iv) Sigatoka Valley Road/Nausori Highlands Road – critical routes connecting roads from main centers to inland communities and are also bypass routes when main links are cut off.

Strategic Sourcing

The leveraging of the FRA's buying power to obtain the required goods and services on better terms and conditions.

Potential strategic sourcing and bundling opportunities have been key considerations when formulating the procurement approach outlined in this manual.

Subdivision

The division of a tract of land into separate parcels.

Subdivision and Development Number

The system that the FRA uses to enable every subdivision and development file to be easily identified and located.

The numbering system is the Division in which the subdivision or development is located/the year in which the application for consent is received/the next consecutive number (overall).

Example: Subdivision and Development in the Western Division, application received 2012, the 36th application received in 2012 = W/12/36.

Able to be sorted:

- (i) by Division;
- (ii) by number/year;
- (iii) by name of applicant;
- (iv) by name of owner;
- (v) by name of road.

Subdivision and Development Register

A register into which is entered the names of all parties who have lodged applications for subdivision and/or development consent and other identification information.

The register has to contain at least the information listed in Attachment 'E' (4).



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Surety	A party who provides the written undertaking to pay to FRA the amount of money stated in the bond if the contractor fails to meet its obligations under the contract.
Sustainable	Achieving or retaining an optimum compromise between performance, costs and risks over the asset's lifecycle, whilst avoiding adverse long-term impacts to the FRA and to the community from short-term decisions.
Sustainable Procurement	<p>A process whereby the FRA meets its needs for goods and services in a way that achieves value for money on a whole-of- life basis in terms of generating benefits not only to FRA, but also to society and the economy, whilst minimising damage to the environment.</p> <p>The FRA's sustainable procurement intentions are explained in Section 8.</p>
Sustainability	<p>Meeting the needs of today, without adversely affecting the needs of tomorrow. In a business sense, building efficiency, minimising waste and maximising resources.</p> <p>It involves thinking broadly about objectives, considering long-term as well as short-term effects; assessing indirect as well as direct effects; considering economic, social and environmental aspects and taking extra care when procurement causes changes that might be irreversible or uncertain (the precautionary principle).</p>
Target Price	A sum that the FRA may on occasions convey to potential bidders is in its budget for a proposed project.
Taukei Land Trust Board	<p>The Trust Board that has been set up to administer Fiji's communally owned land for the benefit of its Fijian owners.</p> <p>See also 'Mataqali Land'.</p>
Tender	See 'Request for Tender'
Tender Deposit	<p>A deposit that may be required to be paid with the submission of a bid as an act of good faith by the potential supplier or contractor.</p> <p>The FRA does not, as a general rule, require tender deposits.</p>
Tender Evaluation Criteria	See 'Evaluation Criteria'.
Tenders' Committee	The committee established to consider tenders' evaluation reports provided by the FRA's Professional Engineering Services Provider in respect of contracts not exceeding \$1M VIP and to either (to the degree that it has been delegated the power to do so) award the contract or make a recommendation to the Board.
Tenders' Evaluation Report	The report prepared for the Tenders' Committee by the FRA's Professional Engineering Services Provider, following an analysis of all bids received for a proposed contract against the evaluation criteria.
Tenders' Register	(Not to be confused with the 'Contracts' Register').



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A register into which is entered the names of all parties who have lodged bids for every contract the FRA invites tenders (or a proposal) for; the tendered price and the amount of the tender deposit (if any).

The Decree

The Fiji Road Authority Decree 2012 (No 2) - including the Fiji Road Authority (Amendment) Decree 2012 (No 46) and any future amendments.

The Decree's principal objectives are:

- (i) *to give effect to the reorganisation of the Department of National Roads (DNR); and*
- (ii) *to make provision for the effective management and administration of the (Fiji) road systems.*

The Engineer

Unless otherwise stated means the Engineer to the Contract.

Third Party

A generic legal term for any individual who does not have a direct connection with a legal transaction but who might be affected by it.

Example: A third party insurance policy is an agreement between the Insurance Company and the policy holder but it provides protection against liabilities caused by the accidental injury or death of other persons or damage to other persons' property.

Traffic Management

Any activity that addresses the management of movement of vehicles, cyclists and pedestrians.

Traffic Management Engineer

The FRA employee responsible for the management of all Category 3 and Category 6 works (as described in Sections 4.3 and 4.6) and for general traffic management.

Useful Life

The time from the date of construction (when new) of an asset (or part of an asset) until the asset (or part) has to be replaced.

Example: A new bridge might have a useful life of 80 years.

Value for Money

Using resources effectively, economically, and without waste with due regard for the total costs and benefits of the arrangement, and its contribution to the outcomes the FRA is trying to achieve.

The principle of value for money when procuring goods or services does not necessarily mean selecting the lowest price but rather the best possible outcome for the total cost of ownership (or whole-of-life cost). Value for money is achieved by selecting the most appropriate procurement method for the risk and value of the procurement, and not necessarily by way of competitive tender.

The necessity to achieve the very best possible value for money over the life of each asset drives everything the FRA does.



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	See also "Best Value".
Variation	See 'Contract Variation'.
Vested Assets	<p>Assets that are transferred to the FRA's ownership at no cost as a condition of subdivision (or development) approval.</p> <p>Instead of vesting new assets a subdivider or developer may be required to upgrade (e.g. widen) an existing road or be required to pay a sum of money to enable the FRA to fund the cost of mitigating the impact of the subdivision and or development work (or both).</p>
Vision	<p>Describes what the FRA wants to be and how it wants to be seen.</p> <p>The FRA wants to be, and to be seen as being, a body that is effectively and efficiently providing:</p> <p><i>'An affordable, integrated, safe, responsive and sustainable network of roads, bridges and jetties for Fiji'.</i></p>
Voucher	See 'Payment Voucher'.
Weighted Attribute Tender Scoring	See 'Evaluation Criteria'.
Whole of Life	All stages in the life of an asset from conception and creation to disposal.
Whole of Life Cost	<p>The cost of providing, maintaining and renewing the roads over their whole life.</p> <p>The FRA has however a responsibility that is wider than just ensuring the lowest whole-of-life cost. It aims to provide roads that are maintained in an appropriate condition to minimise their whole of life cost whilst also maximising the economic benefits to the community. Smoother roads cost more to provide but offer savings to the users – the vehicle owners.</p>
Works Planning Engineer	See 'Planning Engineer'.
Written Agreement	A contract that has been entered into in writing – as a result of a request for tender (or proposal) or otherwise – excludes procurements made via purchase orders