

SM012 State Highway Control Manual

Part 18 - Consolidated Utilities Sections

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Services in State Highways

Introduction The NZTA may consent to utility authorities, TLAs, private individuals or other bodies installing and maintaining services and fences within State highway reserves.

Purpose Using this policy will ensure the following:

1. Consistent processing of applications.
2. Appropriate legal documents are used to record the agreement between parties.
3. A schedule of approvals is maintained.
4. Service locations are recorded on roading plans.
5. Ongoing maintenance and improvements are provided for.

Subjects in this section The following sections outline the broad powers contained in the various Acts and amendments to be applied to State highways.

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Utilities and Territorial Local Authorities

Introduction

With the exception of electricity lines greater than 110 KV or 100 MVA capacity or gas/flammable liquid transmission pipelines with pressures greater than 2000 kPa, the NZTA cannot refuse a statutory TLA or Utility Operator the use of a State highway for the placement of utility assets. High capacity power lines (over 110 KV) have rights of aerial access only.

For power lines authorised by the Electricity Act 1992, or pipelines authorised by the Gas Act 1992, or telecommunications lines authorised by the Telecommunications Act 2001, the NZTA has no power to consent or refuse the service but may apply conditions including the recovery of reasonable costs and expenses.

For all other services covered by a statute, the Government Roadway Powers (GRP) Act ss51-52 requires NZTA to permit utility authorities and TLA's to install services in State highway reserves subject to application and necessary conditions.

Form of application

The requesting authority shall provide accurate details of the services to be installed plus location plans. In accordance with the *National Code of Practice for Utilities' Access to the Transport Corridor* the Utility Operator shall forward to the NZTA a Corridor Access Request (CAR) for works to be undertaken in the road. This shall include accurate location details of the works to be performed and placement of services to be installed.

Response to application

The NZTA will respond to the application in the following manner:

1. Acknowledge receipt of Corridor Access Request (CAR) or other form of application.
2. Arrange for a site inspection and report by the Network Operations Contractor (NOC).

In the case of non-motorway State highways, the NZTA shall respond within 15 working days with either a *Works Access Permit* (authorised services) or an *Agreement as to Work on State Highway* (non-authorised services). Where the NZTA gives discretion for services to be located on motorways, the form of consent shall be a *Works Access Permit (Motorways)*.

Where proposed works on a non-motorway State highway comprise a lateral crossing only of the road reserve boundary to an existing service, NZTA shall respond as above and include in the Special Conditions the *Local and Special Conditions*, with confirmation as to when the works may proceed. (Refer to pages 34 to 40).

Notice of Conditions or Draft agreement

Two copies of a draft *Works Access Permit*, a draft *Agreement as to Work on State Highway* or a draft *Works Access Permit (Motorways)* shall be forwarded by the NOC to the System Manager.

The Form of Agreement given in the Agreement as to Work on Motorways (pages 55 to 60), the Works Access Permit (page 61) or the Agreement as to Work on State Highways (pages 62 to 66) must be supported by the following:

1. Either the Schedule of Reasonable Conditions from pages 34 to 40, or
2. The special or local conditions attached to the agreement form to cover site specific or regional requirements. The Local, additional motorway and sample

special conditions are set out on pages 37 to 40 as a template.

3. A plan showing the service details and location.
4. A full report with recommendations.

Approval conditions

Delegated authority to approve conditions are generally as follows (See the section *General Conditions of Delegation to NZTA Staff* in the *State Highway Control Manual Part 11 - Consolidated Legal, Statutory, Regulatory Sections* page 21 for details about the general conditions for delegations):

Type of service		Delegated Authority to Approve
Gas/flammable liquid transmission pipelines with pressures greater than 2000 kPa or Electricity lines greater than 110 KV or 100 MVA		General Manager, Transport Services
MOTORWAYS	New services	Senior Network Manager, Principal Project Manager (AMA), Network Manager (Utilities); in consultation with the Senior Traffic & Safety Engineer
	Relocation of existing services	For gas, electricity and water: Senior Network Manager, Principal Project Manager (AMA), Network Manager (Utilities); in consultation with the Senior Traffic & Safety Engineer For telecommunications assets: Regional Manager System Design, Senior System Manager, Maintenance and Operations

STATE HIGHWAYS (non-motorway)	*Services that are lawfully empowered to locate on state highways	New installations of natural gas or flammable liquid in excess of 100mm diameter or within 701-2000 kPa	System Manager, Principal Project Manager (AMA), Network Manager (Utilities)
		Maintenance and relocation of natural gas or flammable liquid less than 2001 kPa or new installations less than 701 kPa or 100mm diameter	System Manager, Principal Project Manager (AMA), Network Manager (Utilities)
		Maintenance and new installations of other utility services	Senior Network Manager, Principal Project Manager (AMA), Network Manager (Utilities)
		Relocation of other utility services	For telecommunications assets: Regional Manager System Design, Senior System Manager, Maintenance and Operations Else: System Manager, Principal Project Manager (AMA), Network Manager (Utilities); in consultation with the Senior Traffic & Safety Engineer
	Services that are not lawfully empowered to locate on state highways	Private and Government Department services	System Manager, Senior Network Manager, Principal Project Manager (AMA), Network Manager (Utilities)

Charges

Details of charges to be made are set out in the section *Charges and Financial Cost Sharing* on pages 17 to 19 below.

Private Individuals or Bodies

Introduction	The GRP Act s51 gives the NZTA discretionary powers to permit private individuals or bodies to install services in State highway reserves.
Form of application	As for utility authorities, the Corridor Access Request on pages 51 and 52 below.
Response to application	As for utility authorities, excepting that a <i>Licence to Occupy</i> replaces the <i>Works Access Permit</i> and an <i>Agreement as to Work on State Highways</i> is required.
Draft licence to occupy	<p>Two individually signed copies of a draft <i>Licence to Occupy</i> shall be forwarded to the System Manager in the Form of Agreement set out on pages 41 to 49 below.</p> <p>The following supporting documentation shall accompany the Licence:</p> <ol style="list-style-type: none">1. Local and Special conditions as for Utility Authorities.2. A plan detailing the service details and location.3. A full report with recommendations.
Agreement approval	The Licence may be approved by the System Manager or either the Manager Infrastructure Property or Manager Acquisition, Property Services, under delegated authority.

Government Departments

Introduction	The NZTA's discretionary powers under the s51 of the GRP Act extend to granting permission for Government departments to install services in State highway reserves.
Form of application	As for utility authorities, the Corridor Access Request set out on pages 51 and 52 below.
Response to application	As for utility authorities using the <i>Licence to Occupy</i> .
Draft licence to occupy	<p>Sections 58A and 59 of the Public Finance Act 1989 prohibit Government departments from entering into any agreement containing an indemnity clause that imposes a contingent liability on the Crown, unless agreement has been obtained from the Treasurer.</p> <p>The <i>Licence to Occupy</i> for Government departments to install services in State highway reserves is to include a clause requiring the department to procure an indemnity, in favour of the NZTA, from the contractor.</p> <p>The procedure for execution of a <i>Licence to Occupy</i> is otherwise the same as the procedure for private individuals or bodies.</p>

Procedure after Approval

Introduction

An inventory must be held to record key details of approved services and their location references, for ongoing administration of the State highway network.

Dissemination of approvals

Signed copies of each service approval shall be retained by the following:

1. The applicant.
 2. The System Manager.
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Written Records

A date order file shall be kept by the System Manager of all approved agreed conditions or deeds.

An approval summary register shall be kept by the System Manager.

Plan records

All high-pressure gas lines and other high-risk service crossings of State highways shall be recorded appropriately in the Waka Kotahi mapping system.

An as-built record of all new service installations shall be maintained by the utility owner. The record of the presence of Utility Operators by highway section is to be updated to show the particular Utility Operator is now present if not previously recorded.

Ongoing Maintenance and Urgent Works

Introduction

The GRP Act s51 requires the NZTA to give consent for all works on State highways and this includes the maintenance of services owned by authorised Utility Operators (UOs). Section 52 allows Local Authorities to maintain their services outside carriageways without approvals and s54 gives authority to the NZTA to require removal or relocation of services to do works. Improperly located utility structures that are found to be located at wrong positions or depths may be moved under the utility statutes, backed up by the Utility Code. Inclusive of Urgent Work due to an emergency, all work shall comply fully with the *NZ Guide for Temporary Traffic Management* (NZGTTM).

Maintenance (Minor Works)

Subject to the table guidelines within the clause *Guidelines for Approving Applications to Undertake Maintenance Work* below and confirmation by the NOC that works may commence, authorised UOs may maintain their services outside carriageways at their own cost without obtaining a prior signed set of conditions (service agreement) from the NZTA. In all other circumstances, other than urgent works, a formal services agreement will be required. All activities on State highways are subject to NZGTTM requirements and therefore require an approved Traffic Management Plan (TMP). The contractor onsite shall be made aware of the need to comply with the NZGTTM.

Maintenance in the Verge or Above-ground

The UO shall forward to the NZTA a CAR or apply in writing at least fifteen working days prior to work commencing. At least five working days prior notice is acceptable for all state highways with Level 1 status as defined in NZGTTM where the utility operator has a good track record of complying with the national code of practice. Where the works involve only service maintenance/repairs to a previously approved utility service and the works are above or below ground and clear of any carriageway or ramp (including shoulders), providing there is no risk to the integrity of the State highway, the NOC shall respond by providing direct to the UO a WAP and *Works Completion Notice* at appropriate times and confirmation as to when the works may proceed. Note that no existing live motorway carriageways or ramps may be used to gain access for the maintenance/repair of utility services.

Urgent Work due to an Emergency

Authorised UOs may affect immediate repairs on previously approved utility services in the event of an Emergency.

Typically, an Emergency is an earthquake, flood, fire, landslide or other natural or unnatural event that requires immediate action, or direct damage or system failure affecting the utility asset that require the utility operator:

- to eliminate or isolate real and imminent risk to human life, or
- to secure the situation and repair, restore or protect a damaged utility service to prevent significant damage to property, or
- to restore a vital community service.

Urgent Work is the response needed to cope with an Emergency situation. To be deemed urgent work, the grounds for the action have to meet a high threshold and based on the facts, must rate as both urgent and necessary. The need must be immediate and give weight to the harm that may result due to the works not being undertaken.

In the absence of traffic management under control of an Emergency Service or

NZTA resource, the UO shall secure the site and deploy traffic management measures that comply with the NZGTTM, as soon as possible.

**Guidelines for
Approving
Applications to
Undertake
Maintenance Work**

UOs are not required to seek prior written NZTA consent to carry out urgent work as defined in the clause *Urgent Work due to an Emergency* above, but the NOC is to be notified by telephone immediately the need to work in the road is identified. Upon receiving the first notification of the urgent work the NOC shall immediately forward a *Works Access Permit* with General Conditions to the Utility Operator. A CAR is to be forwarded to the NZTA within three working days of the initial verbal notification (if required) and shall include sufficient information to enable the NZTA to assess the effect of the work on the roading asset and record the location of the service. The NZTA shall respond by imposing any Local and Special conditions necessary for the satisfactory completion and on-going maintenance of the works.

The following table sets out guidelines for responding to applications from authorised UOs who wish to undertake repairs, replacement or other services maintenance.

Guidelines for Approving Applications for Repair or Maintenance of Utility Services

Priority	Location	Remarks	Actions by Utility Operator	Actions by NZTA Region or NOC
Urgent (See pages 9-10)	Anywhere in road reserve	Work may commence prior to receiving Signed NZTA consent.	<ol style="list-style-type: none"> 1. Arrange for safe, appropriate and adequate traffic management and notify the NOC by telephone. 2. Commence emergency repairs. 3. Produce an approved TMP and deploy accordingly. 4. Forward to the NZTA as soon as possible a Corridor Access Request with work details. 5. Submit a Works Completion Notice to the NOC. 	<ol style="list-style-type: none"> 1. If road repairs are also required, arrange for appropriate, safe traffic management in conjunction with the UO or by NZTA maintenance resources. 2. NOC to supply Road Opening Specification to the UO immediately upon receiving first notice of the Urgent Work. 3. If road repairs by the NZTA are also required, produce an approved TMP and deploy accordingly. 4. Process application for signed NZTA WAP.
Minor Works	In carriageway or shoulder	Signed WAP is required from the NZTA prior to work commencing. Work in shoulder, or elsewhere if very minor, may be organised under a Global CAR.	<ol style="list-style-type: none"> 1. Forward to the NZTA a CAR or notify work under the Global CAR. 2. Obtain signed WAP from the NZTA as necessary 3. Produce an approved TMP. 4. Obtain clearance to start work from NOC. 5. Execute repairs/ maintenance. 6. Submit a Works Completion Notice to the NZTA 	<ol style="list-style-type: none"> 1. If necessary, process application for signed NZTA WAP including draft reasonable conditions. 2. NOC to confirm that all traffic management requirements have been met. 3. NOC to co-ordinate activities and advise when works may commence.
	Overhead lines above the carriageway or	Signed WAP from the NZTA may not be required but a Road	<ol style="list-style-type: none"> 1. Forward to the NZTA a CAR. 2. Produce an approved TMP. 	<ol style="list-style-type: none"> 1. Supply Road Opening Specification and traffic management information leaflet to

Priority	Location	Remarks	Actions by Utility Operator	Actions by NZTA Region or NOC
	verge.	Opening Specification and clearance to start work must be obtained from the NOC.	<ol style="list-style-type: none"> 3. Obtain clearance to start work from the NOC. 4. Execute repairs/ maintenance. 	<ol style="list-style-type: none"> 1. UO. 2. NOC to confirm that all traffic management requirements have been met. 3. NOC to co-ordinate activities and advise when works may commence.
	In the verge – up to 20m. works length	Signed WAP from the NZTA may not be required but a Road Opening Specification and clearance to start work must be obtained from the NMC.	<ol style="list-style-type: none"> 1. Forward to the NZTA a CAR. 2. Produce an approved TMP. 3. Obtain clearance to start work from the NOC. 4. Notify the Local authority prior to work commencing if works fall within an Urban Zone. 5. Execute repairs/ maintenance. 6. Submit a Works Completion Notice to the NOC. 	<ol style="list-style-type: none"> 1. Supply a Road Opening Specification and traffic management information leaflet to UO. 2. NOC to confirm that all traffic management requirements have been met. 3. NOC to co-ordinate activities and advise when works may commence.
Major Works	In the verge - works length is greater than 20m	Signed WAP is required from the NZTA prior to work commencing.	<ol style="list-style-type: none"> 1. Forward to the NZTA a CAR. 2. Obtain signed WAP from the NZTA. 3. Produce an approved TMP. 4. Obtain clearance to start work from the NOC. 5. Notify the Local Authority prior to work commencing if the works fall within an Urban Zone. 6. Execute repairs/ maintenance. 	<ol style="list-style-type: none"> 1. Process application for signed NZTA WAP including draft reasonable conditions. 2. NOC to confirm that all traffic management requirements have been met. 3. NOC to co-ordinate activities and advise when works may commence.

Priority	Location	Remarks	Actions by Utility Operator	Actions by NZTA Region or NOC
			7. Submit a Works Completion Notice to the NOC.	

Relocations or maintenance in carriageway by service owner

Maintenance within a carriageway and /or shoulder, or relocation of services by the UO, shall be treated as a new application.

In addition to the completion audit and, a maintenance certification prior to expiry of the warranty period, all service openings in the highway or shoulder shall be inspected by the NOC for finished standard, six months after closure. Any work required to bring the work up to a satisfactory standard shall be the responsibility of the UO. The 24-month warranty period commences from the date of acceptance of practical completion.

Relocations at NZTA request

Relocation of services at the NZTA's request are authorised by the GRP Act s54.

Special cost sharing arrangements apply for motorways, and these are detailed in the section *Charges and Financial Cost Sharing* set out on pages 17 and 18 below. The general application of costs for relocations at NZTA request are set out in clauses 6.2 and 6.3 of the *National Code of Practice for Utilities' Access to the Transport Corridor*.

Road Opening Specification

The Road Opening Specification comprises the appropriate requirements in the *National Code of Practice for Utilities' Access to the Transport Corridor*, especially those for Emergency Works, and the basic set of conditions set out on pages 34 to 40 below applicable to urgent repair of utility services, minor repair of services in the verge and lateral service connections across the road reserve boundary, where urgent repairs are as defined in the clause *Urgent Work due to an Emergency* above on pages 9 to 10 above.

Services in Motorways

Introduction

This section gives additional requirements relating to services on existing and proposed motorways.

Restrictions for services

The GRP Act s78 provides that no Utility Operator or TLA (including the Crown) can locate services on, over or under a motorway without the prior formal consent of NZTA.

National Priorities for Access to Motorways

As there is often long-term restricted space in a motorway corridor the NZTA gives preference to uses with a high national value. National value would be assessed based on:

- the impact of the lack of the utility to the entire surrounding community,
- the impact of failures on public safety,
- bulk supply, transmission or critical regional infrastructure rather than local supply,
- requirement for transverse rather than longitudinal placement,
- freedom from other connections, and
- reduction in need for access for maintenance.

It is preferred to provide for installations where loss of direct customer service is not an issue as there will be circumstances when the NZTA will be unable to approve urgent access for maintenance on motorway sections.

Guidelines for services

The following guidelines shall be applied:

1. Wherever practicable, services are to be located to avoid using or crossing motorways except at grade-separated crossings.
 2. Services are to cross motorways as far as practicable at 90° to the motorway centreline. Longitudinal placement is not permitted except in exceptional circumstances.
 3. The capacity of all services should be sized to cater for the maximum envisaged long-term development to the area to avoid duplications or future replacements.
 4. With the exception of overhead wires or cables, all services shall cross motorways in ducts or galleries.
 5. Multiple use of crossing ducts should be encouraged (but see the 3 clauses below).
 6. Maximum use shall be made of existing ducts or galleries within bridges and service culverts.
 7. NZTA shall process a single agreement for the relocation of multiple services of the same type belonging to the same Utility Operator within the limits of a capital works project.
-

Dispensations for proposed motorways

Services with a short life span in relation to the likely commencement date of motorway construction may be permitted with reduced restrictions.

In all other cases service ducts or galleries should be located so as to minimise

potential conflict with future motorway construction.

**Access for
maintenance**

In all cases for both existing and proposed motorways, access to services for maintenance purposes is to be from areas outside the motorway reserve.

Notice of consent

The form of consent shall include all conditions required for roads plus the following additional clause:

Access to the installation for maintenance purposes is to be from areas outside the motorway reserve. Access is not permitted from the operating motorway carriageway.

Charges and Financial Cost Sharing

Authorisation for Charges

The GRP Act authorises the NZTA to make or pay charges either in accordance with the Act or by agreement.

Application for new services works access

By convention, statute or agreement the following charges apply:

Service	Charges
Power, Gas and Telecommunications.	Reasonable processing and supervision costs
Territorial authority, Governmental Agency or Local Authority Trading Enterprise.	Nil for minor. Major installations shall be treated on their merits with application of a standard charge as agreed with management (currently \$400).
Private.	Processing and supervision costs (\$500 minimum).
Bonds	A bond shall be charged where considered reasonable to demand a bond due to previous non-performance. Bonds shall not be applied vexatiously.

Cost sharing agreements

In all cases the NZTA's consultants should advise the System Manager of activities which should be subjected to cost sharing and secure the agreement in writing of the other party.

The NZTA and its consultants are responsible for advising the other party of the likely costs.

Agreement to payment is to be approved by a Regional Manager and secured by an exchange of letters.

Cost shares are apportioned as prescribed in the GRP Act (s54) or as prescribed in applicable provisions of the relevant utility act. The share that the NZTA agrees to has to be "reasonable".

Annual lease charges, utility or TLA

The GRP, Gas, Electricity and Telecommunications Acts generally do not permit a lease to be charged for the works listed in those Acts.

Annual lease charges, private individuals or bodies

The GRP Act does permit a lease to be charged.

By convention a peppercorn is charged.

Service charges on bridges

Applicants shall be charged for attaching services to a bridge. In the absence of costing records, the charge shall be assessed using the following formula.

$$\text{Charge} = \text{Bridge Construction Cost} \times \frac{\text{Weight of Services with Content}}{\text{Overall Weight of Bridge Superstructure}}$$

plus, the cost involved in assessing the practicality of and design required for any attachment.

System Managers have discretion in respect of the application of this charge. Should the costs of applying the charge particularly the professional services costs of calculating the charge, in the opinion of the System Manager, be greater than the likely cost recovery, then the charge may be waived.

Charges for relocation of services

The following charges shall apply:

	Type of Service	NZTA Application Charges	NZTA Share of Relocation Cost
Utility Operator	Utility, TLA or private.	As for new services.	Nil.
NZTA	Power or gas.	Nil.	<u>On non-motorway State highways</u> - costs excluding all fittings, excluding betterment. <u>On motorways</u> – in accordance with conditions previously agreed or in the absence of such agreement, 50% excluding betterment.
NZTA	Telecommunications	Nil.	<u>On all State highways</u> - costs excluding all fittings other than those used only during construction, excluding betterment.
NZTA	Other utility or TLA.	Nil.	50 % excluding betterment.
NZTA	Private.	Nil.	Nil.

Reserving of additional ducting in bridges

Additional empty ducts in bridges shall not be placed or reserved for future use by a Utility Operator unless the bridge charge has been paid and the Utility Operator has stated a definite intention to install the service within a reasonable timeframe.

Installation of additional ducting in highways in general

Additional empty ducts in highways shall not be placed or reserved for future use by a Utility Operator unless the Utility Operator has stated a definite intention to install the service within a reasonable timeframe and the ducts are installed to ensure the most efficient use of space.

The national code of practice allows the Corridor Manager to ask for additional ducts to be placed when work is being done by a Utility Operator, provided that the Corridor Manager pays the incremental costs of the additional work. In congested networks (either traffic or other utilities) this may be considered on a discretionary basis by the System Manager where there is a benefit in reducing future disturbance of the highway and a payment mechanism exists. The System Manager is authorised to manage the future use of these assets on a commercial basis.

Processing Applications for Services on State Highways

Summary of procedures

The following chart summarises the procedures to be followed in processing applications:

Step	Action	Action Required	Comment
1	NZTA/ NOC	Receive application/Corridor Access Request (CAR).	<ul style="list-style-type: none"> Determine if UO or private service. Establish Fees payable: Ref. pages 17 to 18 above
2	NOC	Acknowledge receipt of application/CAR.	Send standard letter, or, if received electronically, standard electronic response.
3	NOC	<p>Inspect and report on application/CAR and prepare Works Access Permit (WAP) and draft Schedule of Reasonable Conditions (including Special and Local Conditions) for approval.</p> <p>Provide advice to local NZTA office on processing and supervision costs.</p>	<ul style="list-style-type: none"> Use applicant's plan with or without improvements. Report with recommendations. Check against Forward Works Programme. Prepare documents: WAP (roads or motorways as appropriate) for UO, or Licence to Occupy for Services plus Agreement as to Work on State Highways, with Schedule of Reasonable Conditions, for private services. Attach site-specific Special and Local Conditions. Include a "Works Completion Notice".
4	NOC	Determine service charges for bridge crossings/reasonable servicing costs.	If applicable. Document waiver if applicable.
5	NOC	Forward documentation to System Manager for approval	Include all supporting information.
6	NZTA System Management Team	<p>Principal/Senior Network Manager/Network Manager (Utilities) seeks additional information or approves as appropriate.</p> <p>NZTA Region advises applicant of all costs to be charged.</p>	<p>Following approval-in-principle by GMTS or National Manager Programme and Standards, the System Manager approves subject to a register of decisions being kept if it is natural gas/flammable liquid transmission pipeline on all State highways.</p> <p>In all other cases Principal/Senior Network Manager/Network Manager (Utilities) approves subject to a register of decisions being kept if it is a utility service on non-motorway state highway, for which Utility Operators have a lawful power to locate.</p>

Step	Action	Action Required	Comment
7	NZTA Wellington	General Manager, Transport Services	New installations of natural gas/flammable liquid transmission pipelines. Electricity lines greater than 110Kv or 100MVA.
8	NZTA System Management Team	Forward one signed copy of Works Access Permit or Works Access Permit (Motorways) and Schedule of Reasonable Conditions to the applicant.	Include appropriate schedules as noted in pages 34 to 40 below and invoice for all charges.
9	NZTA System Management Team	Receive signed documents (those documents where the applicant also has to sign) and processing, supervision and bridge charge fees from applicant. System Manager signs documents.	Forward one copy to the applicant together with a Works Completion Notice form. Principal/Senior Network Manager keeps the other copy.
10	NOC	All preconditions should be met. Ensure satisfactory compliance with preconditions and issue non-compliance notices and Stop Work Orders as necessary. Receive completed Works Completion Notice from Utility Operator and perform a completion audit at practical completion. 24 months later receive completed Maintenance Notice from Utility Operator and complete maintenance audit and certification.	Consultant to ensure that the authority has completed all prior actions e.g. those approved in TMP are in place. Upon satisfactory practical completion, sign the Works Completion Notice and forward it to NZTA local office. Update NMC processing control database and where applicable, the Highway Information Sheets and Route Data Sheets. Upon satisfactory completion of maintenance period, sign the Maintenance Notice and forward it to NZTA local office.
11	NZTA System Management Team	Finalise invoicing of any remaining processing fees.	Update System Management Team approval summary register and services inventory

Agreements for Activities Affecting State Highways

Consent for services that belong to recognised Utility Operators

Pages 34 to 40 include the template for preparing a *Schedule of Reasonable Conditions* for utility services on non-motorway state highways, where the Utility Operator is a local authority or authorised in legislation. The preamble in the first paragraph of the notice may need to be amended as appropriate to indicate whether the works being approved relate to maintenance of existing plant only or to new plant installation and on-going maintenance thereof. Appropriate site-specific local and special conditions may be included in this notice.

Consent for works on motorways

Page 61 is the template for preparing a *Works Access Permit (Motorways)* for utility services on motorways. The description of the Background may need to be amended as appropriate to indicate whether the works being approved relate to maintenance of existing plant only or to new plant installation and on-going maintenance thereof. Appropriate site-specific special conditions may be included in this agreement by adding to the template included with the *Agreement as to Work on Motorways* on pages 56 to 61.

Consent for other services

Pages 41 to 49 are the template for preparing a *Licence to Occupy* for utility services, where the applicant is not a recognised service authority. The deed provides for installation of services (or ownership change) plus on-going maintenance on a state highway or motorway. The applicant could be a government department, private person, private trust, company or other entity that does not have statutory right of access to the state highway corridor. The grant is made at the discretion of the State Highway Manager in accordance with delegated authority. Note that in the case of a Trust, the trustees have to be named as the Grantee as the party named in a Deed of Grant cannot be a Trust. Appropriate site-specific special conditions may be included in this deed by adding to the template in the *Agreement as to Work on State Highway* on pages 64 to 66.

Consent for service installation followed by transfer of ownership responsibility to an authorised Utility Operator

Where ownership and on-going responsibility for the newly installed service on a non-motorway state highway is to be transferred to a recognised Utility Operator as from the date of completion, a *Licence to Occupy* for utility services is not appropriate after completion. Consent shall be given to the installer (for the installation only) by means of a *Licence to Occupy* for utility services (pages 41 to 49) and consent for the on-going operation and maintenance of the service after completion shall be given to the utility authority by means of a separate *Works Access Permit* (page 61) and *Schedule of Reasonable Conditions* (pages 34 to 40). Prior written confirmation from the Utility Operator of their acceptance of responsibility will be required.

Consent for new services on a motorway, which involves installation by a private party or government department and subsequent ownership by a Utility Operator, shall be given by means of a single *Works Access Permit (Motorways)* (page 61) in favour of the installer and the long-term operator who shall have rights and obligations chronologically defined in the terms of agreement.

Preliminary Notification, Corridor Access Request and Works Approval Notice

Pages 50 to 54 are the templates for notification and requests for access approval and page 61 is the template for preparing a *Works Access Permit* for any works on non-motorway State highways, where either a Territorial Local Authority or authorized Utility Operator requires NZTA consent for undertaking utility works within the State highway road reserve and the organisation involved has legislative or other authority for requesting consent. Typically, such approvals will include a *Schedule of Reasonable Conditions* as included on pages 34 to 40 and appropriate site-specific

local and special conditions may be included.

**Consents for
improvement works
on State highways**

Pages 62 to 66 are the template for preparing an *Agreement as to Work on State Highway* for any works on non-motorway state highways, where the Principal requires NZTA consent for undertaking permanent improvements within the state highway road reserve and the Principal has no legislative or other authority for requesting consent. Typically, such agreements provide for alterations to the State highway carriageway where a private developer or other organisation is required to undertake certain State highway improvements as a condition of NZTA's consent for the adjoining private development, in terms of the Resource Management Act. Appropriate site-specific special conditions may be included in this agreement.

Other circumstances in which an *Agreement as to Work on State Highway* may be required, include the following:

- Where particular special conditions need to be included in a *Notice of Conditions* and such conditions would normally be seen as not being reasonable. By including the *Notice of Conditions* as a Schedule within an *Agreement as to Works* the applicant makes a binding commitment to such conditions upon signing the agreement.
- Where a private utility service installation has significant risks attached due to the magnitude or nature of the works and NZTA is concerned about the Principal's ability to expedite the work without undue delay it may sometimes be necessary to include with the *Notice of Conditions* a performance guarantee in the form of a *Contract Bond* with surety provided by an approved bank or insurance company. By including the *Notice of Conditions* as a Schedule within an *Agreement to Work on State Highway*, a Contract Bond can properly and legally be scheduled in the agreement.

If the Agreement is not signed by the Principal body or person requesting the approval to work on the State highway and on whose behalf the work will be done, then the Agreement must be altered to record who is signing, in what capacity and under what authority. If the signatory is a contractor, then it must be clear that this Agreement is not in conflict with the contract for the works.

Process for conflicts of interest arising from the installation of ‘utilities’ in project works

Where project works are similar in nature to utility works e.g. power cables, fibre-optic cables etc., the NZTA is open to the possible perception of others that it favours its own utility works and potentially for accusations of conflicts of interest in implementing the National Utilities Code. The code itself only requires those organisations that are both a Corridor Manager and a Utility Operator or have multiple types of utilities e.g. local authorities and suppliers who cover various utility types, to have formal processes for dealing with conflicts of interest. However, it would be desirable for the NZTA to have basic procedures in place for the purposes of risk mitigation.

Most of the issue is dealt with due to the code requirement for Corridor Managers to identify their forward works programme, so in general terms the type and timing of such works will be identified early and provide an opportunity for co-ordination of works with other organisations. Identifying these works early enough through the liaison process before any other utility works have been identified in the same place means that the works are already on the books and any subsequent requests would have to work around them.

The only problem arises where these works are not identified early, and the priority must be decided amongst the works requested by others. It is important that the same person proposing the internal works is not also then approving the external works and setting the priorities. The advantage that the NZTA does have is that each office has appointed an independent “Corridor Manager” to undertake those actions under the code that require a degree of independence and can get the approvals signed by the Principal/Senior Network Manager or System Manager as appropriate.

Therefore, the suggested process should be as follows for stand-alone works similar in nature to utility works that have not already been declared as to the extent and timing:

- a. Any officer involved in approving utility works who is also responsible for these NZTA project works should advise the System Manager of the conflict of interest and stand down from approving any utility works in the area of these project works and the immediate surrounding area until the project works are complete;
 - b. The System Manager shall put in place an alternative approval process for the duration of the period until completion of the NZTA works;
 - c. All code provisions shall apply to the NZTA works, even to the extent of requiring the manager of the NZTA works to apply for a Corridor Access Request;
 - d. All works in the area, including the NZTA works, shall be treated as equal priority and the approval process shall be even-handed to all Parties;
 - e. All works in the area shall be properly co-ordinated, including the NZTA works;
 - f. Any complaints about a potential conflict of interest shall be handled with urgency by the System Manager; and
 - g. Any formal disputes that arise around a potential conflict of interest will be immediately escalated to the Regional System Manager, Maintenance and Operations.
-

Response to the Electricity (Hazards from Trees) Regulations 2003

Process

1. It is important that the proper legal response be given to tree notices issued under the Regulations and meet the responsibilities for such notices and to properly meet the requirements of section 15, 16 and 17 of the Regulations. Note that s.15 gives only three specific instances when no-interest notices could be issued but the format leaves it open to other reasons for such a response.
 2. There is no set format for such a response or a no-interest notice. As a necessity any response will need to be clear whether the NZTA accepts ownership of the tree(s). Any notice should include the words “no-interest notice” and highlight that this notice is a response in terms of section 16(1) of the Regulations (this section is reasonably more clear-cut in purpose) that the tree (or trees) in question is of no interest to the NZTA as occupier of the land. The response should be of the same transmission type as the notice that was received (electronic is allowed if received electronically). Note that 10 working days is the limit and after that the NZTA is liable for the outcome.
 3. The specific process for each individual or group of trees should be:
 - a. The lines company identifies specific trees of issue. It must be specific trees - if they just say shelter belts in Raetihi for example then they have not met their requirements either. Keep querying until they identify the trees specifically.
 - a. The tree owner is responsible for the tree and therefore it is first necessary to establish if there is a clear owner. Check the register. If the trees have been identified advise the "owner" to take action. If not, contact the adjacent landowner(s) to find out if anyone has an interest and will take ownership and responsibility. Add such people to the register.
 - b. Decide whether it is necessary for NZTA to take ownership and if the NZTA should therefore have an interest in the tree(s). Advise the lines company if there is an interest or not and who will action that interest.
 - c. Any trees that nobody has an interest in can be removed.
 4. Over time, each local NZTA office could assist with the process of establishing who does have an interest with each of these groups of trees and therefore who would either agree to take responsibility for managing them or agree to their total removal. Note that the first step for each office should be to list all trees in the respective District Plans for their area and list all sections of highway through or adjacent to National Parks, Forest Parks or formally approved reserve areas.
 5. Also note the issue contained in s.17(1) where the no-interest notice is rescinded if access is not granted to allow the lines company to undertake works to action removing or trimming the tree(s). In such a case the NZTA would have the liability of actioning the tree issue thrust back on it, so it is very important that if access cannot be given on the day requested by the lines company, that the wording of any correspondence or notice given cannot be construed in any way to be a refusal to grant access. It is recommended that there should even be an explicit statement that this was not a refusal to grant access.
-

-
6. It is essential that the response to the lines company requires that all trimmings and any other debris is removed and that any material left on site is a likely breach of both the Regulations and s.51 of the Government Roadway Powers Act 1989 and will be actioned accordingly.
-

Urban Trees

In actioning any response in an urban area, it is essential to make certain that the local authority is involved because of the land ownership issues that result from the provisions of the Local Government Act 1974.

Each office should clarify the process with each local authority for trees in all of their urban areas. Then when a lines company identifies specific urban trees to be of issue it should be a simple matter to respond. If the local authority will accept unexclusive “ownership” of all trees in all of their urban areas it should be possible to redirect the notice to the local authority as the “owner”. This would be a simpler approach that avoids the whole difficult issue of road ownership.

However, if the local authority will not make its position clear, then it would be a matter of resolving the issue on a one-by-one basis for each tree for which a notice is received. Note that most local authorities have bylaws that make the adjacent resident responsible for maintaining urban trees, but that these cannot be applied to State highways without delegation as the NZTA has the powers of control, not the local authority. It would still pay not to jump straight in with a no-interest notice, but also to resolve a process with the local authority.

Local and Special Conditions for Work on Roads and Advice of Completion of Work

Code of Practice for Utilities' Access

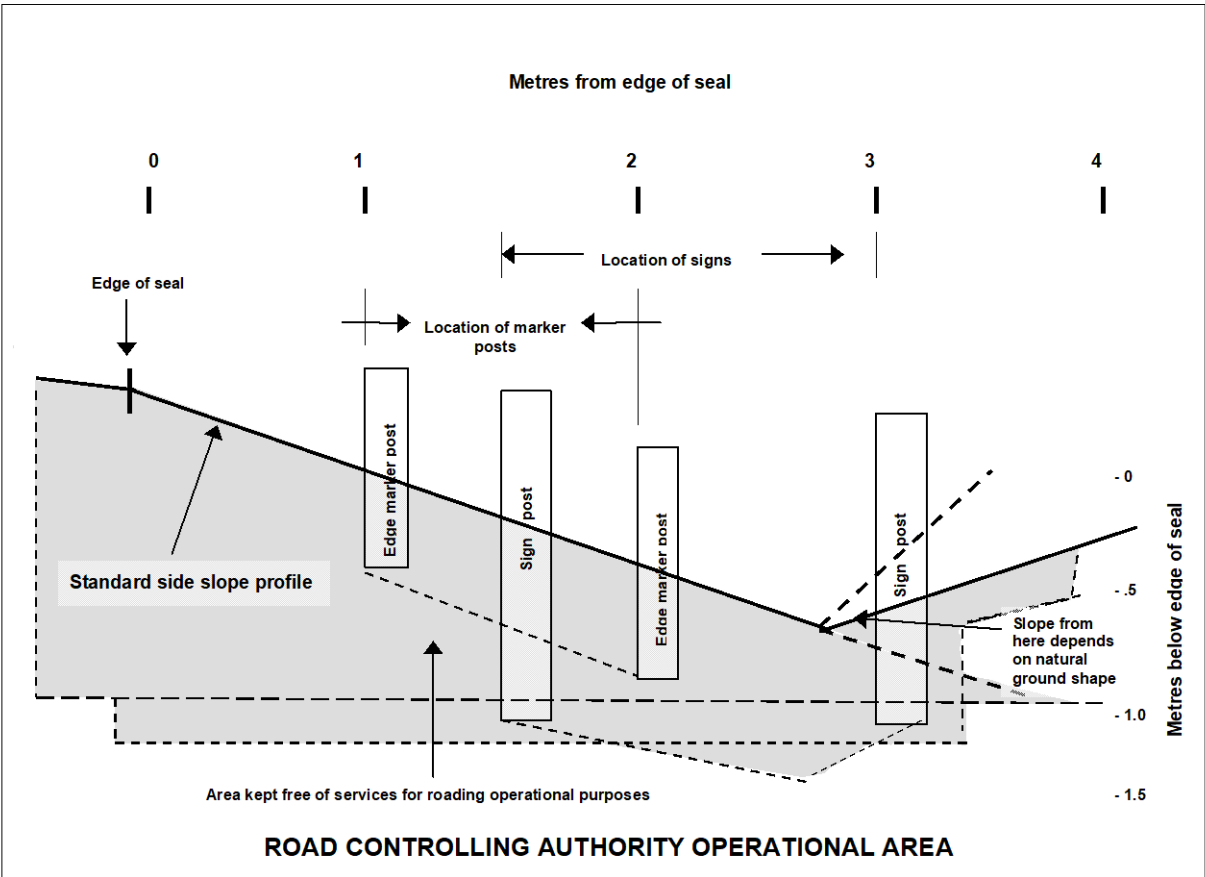
As a member of the New Zealand Utilities Advisory Group (NZUAG), the NZTA is committed to the National Code of Practice for Utilities' Access to the Transport Corridor, which is available from the NZUAG website. The code contains recommended practice for complying with industry approved standards which are consistent throughout New Zealand.

Special Conditions for State highways

The attached schedules include the template of local and special conditions for the following:

Section	Page
Road Controlling Authority Operational Area – Typical Cross Section	Page 27
Works Completion Notice	Page 28
Completion of Maintenance Notice	Page 29
Stop Work Order	Page 30
Standard Letter Advising Utility Works	Page 31
Non-Conformance Notice	Page 32
Notice of Dispute	Page 33

Road Controlling Authority Operational Area – Typical Cross Section



Works Completion Notice

Works Completion Notice

To:		(Corridor Manager)
From:		(Utility Operator or their agent)
Date:		

This is to advise that work on CAR No.: _____ is now complete

on: (street name)

Please find attached:

	Amendments to information provided on the CAR as follows:
	A copy of the compaction tests
	A written statement confirming that the completed Works comply with the WAP conditions
	A sketch or plan showing the extent and location of the work carried out
	Details of any work for the Corridor Manager to complete as follows:

Type of work:

<input type="checkbox"/>	Project	<input type="checkbox"/>	Major	<input type="checkbox"/>	Minor	<input type="checkbox"/>	Emergency
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Contractor Details

Role in work to be undertaken:

<input type="checkbox"/>	Utility Operator	<input type="checkbox"/>	Consultant	<input type="checkbox"/>	Contractor	<input type="checkbox"/>	Other
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Company name:		Contact person:	
Postal address:			
Phone (W):		Phone (H):	
Phone (Mob):		Fax number:	

Works meet required standards. Signed by Utility Operator or their agent:

Date:		Signature:		Print Name:	
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Works comply and 2-year Warranty commences. Accepted by Corridor Manager:

Date:		Signature:		Print Name:	
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Completion of Maintenance Notice



Completion of Maintenance Notice

To:		(Corridor Manager)
From:		(Utility Operator or their agent)
Date:		

This is to advise that the 2-year Warranty audit of CAR No. _____

on: (street name)

has been completed and complies with the conditions of the CAR.

Type of work: Project Major Minor Emergency

This audit was accomplished by:

	A site inspection
	Not inspected, but was one of a batch covered by random inspections in accordance with the Quality Plan agreed with the Corridor Manager

Audited by:

Signature:		Print Name:	
Company:		Date:	

Works meet required standards. Signed by Utility Operator or their agent:

Date:		Signature:		Print Name:	
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Date audit undertaken by the Corridor Manager:

Works comply and 2-year Warranty concludes. Accepted by Corridor Manager:

Date:		Signature:		Print Name:	
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Stop Work Order

Stop Work Order

Pursuant to the authority and responsibilities of the (Corridor Manager) as stated or assumed in any of the Local Government Act, Health and Safety in Employment Act, and various Utility Acts, an order is hereby given to stop work on the following job/s:

--

The reason for this is that the work does not comply with the following requirements:

--

In the meantime, the only work to be carried out is work that is necessary to remedy either the above aspects that do not comply, or work necessary to protect the safety of Road users, and to remedy any inconvenience to pedestrian and vehicular traffic.

The stopped work is not to recommence until appropriate remedial work is carried out and an ‘Approval to Recommence Work’ authority is signed and issued by the Corridor Manager.

Signed by:	
Corridor Manager:	
Time:	
Date:	
Received by:	
Time:	
Date:	

(Utility Operator)

Approval to Recommence Work

This is to confirm that following the ‘Stop Work Order’ issued for the following work on, the remedial work has been satisfactorily completed and the stopped work may now re-commence from _____ (date).

--

Signed by:	
Corridor Manager:	
Time:	
Date:	

Standard Letter Advising Utility Works



Standard Letter Advising Utility Works

To: The Property Owner / Resident / Business

Proposed Utility Works

This is to let you know that the following Utility work will soon be carried out in the Road.

Location of work:	
Description of the work:	
This work is being done for:	
Expected duration (dates):	
Hours of work:	(Normally 7.00 a.m. to 6.00 p.m. Mon to Sat)
Any parking restrictions:	
Problems you may experience:	

We regret any inconvenience that may be caused by this work. If you have a problem or any queries please contact us on the telephone number below.

Contractor:			
Phone:	Day	Night (24 hour availability)	

Non-Conformance Notice



Non-Conformance Notice

To:		(Utility Operator)
From:		(Corridor Manager)
Date:		

The following item/s of non-conformance with the Reasonable Conditions or the Code of Practice: Utilities Access to the Transport Corridor has been identified:

The Utility Operator is required to undertake the following remedial work within days. If the remedial work is not undertaken within this timeframe, the Corridor Manager may undertake the work and recover all reasonable cost of completing the remedial work from the Utility Operator.

Signed by:	
Corridor Manager:	
Time:	
Date:	

Revocation of Non-Conformance Notice

This is to confirm that the remedial work has been satisfactorily completed.

Signed by:	
Corridor Manager:	
Time:	
Date:	

Notice of Dispute

Notice of Dispute

To:		(Party you wish to resolve a Dispute with)
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I/we		(Complainant)
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hereby set out the details of a Dispute as required by Section 7.2 of the National Code of Practice (Utilities Access to Transport Corridors).

Nature of Dispute:	<i>(explain what the Dispute is about and any relevant legislation or Code clauses)</i>
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Desired Outcome:	<i>(write what you want to achieve)</i>
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Suggested Approach:	<i>(explain what you think each Party should do to resolve the Dispute).</i>
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Representative:	<i>(name of the person who will represent the Party in negotiations and who has the authority to settle the Dispute).</i>
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Representative's Signature:	
Date:	

A copy must be provided to the relevant Corridor Manager, where the Corridor Manager is not the recipient of the Notice of Dispute.

Schedule of Reasonable Conditions

Where a Road Corridor Manager has received a CAR from a Utility Operator, the Road Corridor Manager may request the Utility Operator comply with Reasonable Conditions placed on the Works in accordance with the governing legislation (being the Telecommunications Act, Electricity Act, Auckland Council Act and/or Gas Act).

Article I. Reasonable Conditions

(In compliance with the Code, these are mandatory with every WAP)

1. The Utility Operator must:
 - a) carry out all Work in Transport Corridors in accordance with the Code and KiwiRail's Specifications for Working in Railway Corridors;
 - b) undertake all Works in compliance with the Acts of Parliament and mandated codes of practice that relate to their industry and the type of Work described within the plans and methodology submitted;
 - c) install assets more or less in the location shown on the attached plans, and agree the exact location and position with the Road Corridor Manager before Work commences;
 - d) locate any Utility Structures in the Road Corridor in the agreed position shown on the drawings and clear of the Carriageway, Road Corridor furniture and kerbs, drains, manholes, etc. Utility Structures agreed to be within the trafficable part of the Road are to be flush with the surface and designed to withstand full heavy Traffic loading (NZTA's HN-HO-72 Traffic Loading);
 - e) provide a full description of the construction methodology, reinstatement, resurfacing and compaction and agree this with the Road Corridor Manager prior to Work commencing;
 - f) make the Works available at all times for inspection by any person representing the Road Corridor manager;
 - g) if requested, pay the reasonable costs of the Road Corridor Manager in connection with the processing of this notice and for the monitoring and auditing of the works (see NZ Transport Agency Cost Structure under Clause 23);
 - h) keep a full copy of the Works Access Permit/ Permit to Enter and Reasonable Conditions on the Work Site at all times during the Works;
 - i) undertake remedial action on non-conforming Work within the timeframe set by the Road Corridor Manager, where reasonable and practicable;
 - j) gain all the necessary consents, approvals and permits from the relevant statutory and regulatory authorities at its own cost;
 - k) keep plans of the installed Work and make them available to the Railway Corridor Manager (in all cases) and Road Corridor Manager (on request);
 - l) compensate the Road Corridor Manager for any damage or costs incurred to the Road Corridor due to the Work or for costs resulting from the removal of abandoned installations, Utility Structures, components and equipment that belong to the Utility Operator;
 - m) repair all Road Corridor assets damaged as a result of the Works, should the Road Corridor Manager determine these are necessary prior to the end of the Warranty period;
 - n) in accordance with the requirements of this Code or as otherwise agreed between the Corridor Manager and Utility restore to their original condition any surface or Utility Structure that was damaged or removed as a result of the Works;
 - o) control the surface water channels so as to cause minimal interference to existing flows;

- p) fully restore the surface water channels at the completion of the Works;
 - q) notify the Road Corridor Manager of any maintenance Work it proposes to undertake within the two-year Warranty period;
 - r) have in place an approved TMP for Roads and Motorways at least two days prior to Work commencing on the Work Site;
 - s) provide the Road Corridor Manager with two Working Days' notice before commencement of Work on the Work Site;
 - t) ensure that the Work is carried out under the control of a warranted supervisor as required by the Code of Practice for Temporary Traffic Management and ensure that there are sufficient people on site specifically to control the flow of Traffic through the site in accordance with the TMP;
 - u) comply with instructions from an officer of the NZ Police Traffic Safety Branch or a duly authorised agent of the Road Corridor Manager in respect of Traffic management and safety;
 - v) complete Works in the Road Corridor in one continuous operation (suspension of Works over five continuous days requires the prior written permission of the Road Corridor Manager);
 - w) protect and maintain all Road Corridor signs, markers, signals, barriers and associated marking and replace them to the appropriate industry standard where they have been damaged by the Works;
 - x) complete and submit a Works Completion Notice form when the Works are complete; and
 - y) stop Work as necessary to meet the requirements of section 42 of the Heritage New Zealand Pouhere Taonga Act 2014.
2. Work must not take place on or near a State highway during and one day either side of a public holiday or public holiday weekend.
 3. Where otherwise required due to Traffic volumes or specific residential or Central Business District requirements, the hours of Work must be as specified in the Local Conditions and Special Conditions.
 4. The Warranty period starts from the date the Road Corridor Manager has given signed acceptance that the Work is complete or otherwise as provided in Section 4.7.1.7 of the Code.
 5. Unless the Works stated in the WAP have started on the Work Site, the agreement relating to the Works will only remain valid for six months from the date of approval on the Works Access Permit.
 6. The Road Corridor Manager must manage all applications relating to Road Corridor access in accordance with the timeframes and processes in the Code.
 7. The Corridor Manager may:
 - a) assess the suitability of any action proposed by the Utility Operator during the Warranty period and impose Reasonable Conditions that will maintain the integrity of the Road assets;
 - b) arrange for remedial Work to be done and recover the costs incurred from the Utility Operator, if the Utility Operator fails to take action within the agreed timeframe; and
 - c) instruct the Utility Operator to stop Work and leave the Work Site (having made the site safe) if the Works are not complying with the relevant Reasonable Conditions including any plans, relevant conditions or specifications contained in the Code, or permission requirements.
 8. In granting this WAP, no vested right is created.
 9. This WAP is not transferable without the written permission of the Road Corridor Manager.

10. The approval under this WAP applies only to services and works that are to be located within the boundaries of road or road reserve land that is under the control of the New Zealand Transport Agency (NZTA).
11. Nothing in this WAP shall be construed to derogate from the rights of the NZTA to enter upon the areas occupied by the Works for the purpose of installing, maintaining, repairing or removing any new or existing assets over or under the Works or for any other lawful purpose.
12. Overhead services shall be erected with a clearance of 6.5 metres above the road carriageway. Where a lesser clearness is requested, it must be agreed by the Corridor Manager and will be considered on a case by case basis, taking into account the clearances for other adjacent Utility Assets on the route. Where a greater clearance is required, such as an overdimension route, the minimum height will be set in the Special Conditions.
13. All poles are to be installed as close to the boundary as practicable, in accordance with Section 53 of the Government Roading Powers Act 1989.
14. On motorways a cover depth of at least 2.0 metres is required. On State highways a cover depth of at least 1.0 metre in the berm and 1.5 metres under the surface of the carriageway and shoulder is required. Where this is not practicable, the minimum depths shall be determined using the process described in section 3.2.3 of the Utilities' Code and shall be as specified in the **Special Conditions attached**.
15. Underground services installed across the carriageway, under vehicle access ways or crossings shall be placed by trenchless construction in accordance with s. 5.1.4 of the Code, unless it can be demonstrated that this is not reasonable or practicable and is approved otherwise in the Special Conditions.
16. The Utility Operator shall ensure the temporary construction pits shall be as close to the boundary as practicably possible, and these pits are to be kept to a practical minimum size. At the end of the Works all construction pits are to be backfilled and reinstated.
17. The NZTA has an agreed Accidental Discovery Protocol (ADP) with Historic Places Trust and Iwi covering all works performed within the State highway road reserve. The steps indicated in the protocol shall be observed in any situation where there is an "accidental discovery" of archaeological matter, including human remains. Where contact or consultation is required due to the level of risk of an accidental discovery, this is to be undertaken by the Utility Operator, in association with the ADP signatory organisations, at no cost to the NZTA. (www.nzta.govt.nz/resources/state-highway-professional-services-contract-proforma-manual/standards/docs/Z22.pdf)
18. Further to clause 5.1.2.4 of the National Code of Practice, the Utility Operator must report to the Corridor Manager all unexpected damage to assets and/or property resulting from the works as soon as practicable after the damage occurs.
19. The utility operator must comply with NZTA's Personal Protection Equipment requirements as a minimum standard in accordance with section 2.5, clause 2a of the Code. NZTA Link; www.nzta.govt.nz/resources/health-and-safety-ppe
20. The Utility Operator shall give the Road Corridor Manager 48 hour's written notice of completed surface preparation to allow a site inspection prior to surfacing. If after 48 hours no inspection has been undertaken, surfacing can proceed.
21. Where there is any likelihood that construction noise or ground vibration due to the works will affect local residents or adjacent businesses, the Utility Operator shall comply with the State Highway Construction Noise Guide V0.4: February 2012 (www.acoustics.nzta.govt.nz) or subsequent amendments, setting out the best practicable option that will meet the criteria relevant to the worksite.
- 22. New – ConstructSafe**

All State highway work sites have a minimum entry requirement of ConstructSafe Tier 1 (or alternative approved independent competency assessment scheme aligned to ConstructSafe) for all workers entering the

site. Workers who have not attained ConstructSafe Tier 1 are not authorised to enter the site unless they are approved to do so and supervised at all times while on site by appropriately trained supervisors. For more information, visit www.constructionsafetycouncil.co.nz

23. Cost Recovery and Charges

The NZTA has determined that it will recover a portion of the costs it incurs in relation to the level of work requested on a State highway. While the National Code of Practice defines all work on State highways as major work, the NZTA separates works into different levels as follows:

23.1 State Highway Minor Works

- State highway minor works are those Works where activities have a MINOR effect on the road corridor, such as:
 - a) Maintenance of above ground utility structures (i.e. power poles, lighting poles, cabinets and pedestals)
 - b) Where there is NO VARIATION to the normal flow of traffic/pedestrians.
 - c) Minor Excavation in the berm is >2m from edge of seal.
 - d) Excavation in sealed shoulder or parking lane where area is <1m² (for potholing existing services)
- For State highway minor works no cost recovery will incur.

23.2 State Highway Major Works

- State highway major works are those Works where activities AFFECT the normal flow of traffic/pedestrians on any part of the State highway corridor; surface, pavement or berm, such as:
 - a) Any excavation, boring, trenching or digging in the road carriageway or dedicated traffic lane other than that in 23.1 above.
 - b) Aerial crossings that are not covered under 23.1 above.
 - c) Works that require pedestrians to walk in the carriageway or cross the road.
- For State highway major works a cost recovery of \$500 will incur.

23.3 Project Work on State Highways

Project Work on State highways has the same definition as set out in the National Code of Practice. The Utility Operator shall pay the reasonable costs in connection with the processing of this Permit and for the monitoring and auditing of the Works. The initial processing fee will be determined in accordance with the unit hourly rates of the Transport Agency personnel and appointed agents. Please discuss this with Corridor Manager prior to starting work.

Following submission of the **Works Completion Notice (WCN)** and the Corridor Manager's completion audit, should the Works not fully comply, the Transport Agency reserves the right to recover any additional costs incurred due to time and administration expenses during on-going inspection of outstanding defects.

Article II. Local Conditions Methodology – these should appear as Tick Items in a List. You can select or deselect items that are appropriate to each application. So offices have these as a separate document they upload according to what work is being done.

- 24. Further to condition 1(e), depending on the completeness of the submitted methodology, any or all conditions may be omitted from this schedule if the agreed methodology provides for the condition, or agreed alternative, to be met.
- 25. **General** - Where the Corridor Manager is aware of issues with the existing ground conditions and requires a higher duty of care to maintain the structural integrity of the road, the Utility Operator shall provide additional

details of the construction methodology and comply with any restrictions imposed on the placement of any works and/or submit the timings and exact location and levels of the works to be undertaken. The methodology is to include an assessment of the ground conditions, traffic effects and perceived risks and a contingency plan to monitor and manage such risks during and after construction. Approval for the work to commence is subject to the Corridor Manager being satisfied that the construction methodology is compatible with the existing ground condition.

26. **General** - It is not normal practice for the NZTA to require a bond unless required as a result of persistent non-performance. If stated in the Special Conditions, a performance bond will be required by the NZTA to ensure remediation of poor surface reinstatement or negating unacceptable response times for carriageway surface repairs. Where a performance bond is required by the NZTA, evidence of the bond must be provided by the applicant before a WAP for the proposed service installation or works is issued.
27. **Construction** - Where there is any potential for the construction activity to have more than a minimal effect on an adjoining property, particularly the access to the property, the Utility Operator must consult with the landowner or resident and confirm that appropriate measures will be undertaken to address any valid concerns that are raised.
28. **Construction** - The Utility Operator must consult with the relevant District or City Council about all Works behind the kerb line on a State highway in an urban area. The NZTA has a partnership with the Council for management of State highways in urban areas and will take into account the requirements of the Council, to protect their assets, as included in the Special Conditions.
29. **Standards** - The mole ploughing method of laying services will require a methodology that includes measures for ensuring that the likelihood of direct or consequential damage to pavements, drainage systems, ground anchors, geotextiles and other underground assets is minimised, noting that hidden damage that occurs from using this method remains the responsibility of the Utility Operator.
30. **Standards** - The method of installation of all services attached to bridges or other structures must have the approval of the Corridor Manager prior to work commencing.
31. Further to condition 14 above, in those berm areas where future State highway widening will occur, the Utility Operator's services shall be placed at a level that would achieve a practicable depth beneath the surface of such future road widening suitable to both parties.
32. **Trenchless Construction** - The construction methodology shall include an assessment of the existing ground conditions and possible effects of the construction work on the integrity of the State highway carriageway. When requested in the Special Conditions, the Utility Operator shall demonstrate that the actual ground conditions are consistent with the stated construction methodology by pilot holes/test-hole drilling at strategic locations on the site.
33. **Trenchless Construction** - If trenchless construction fails due to sufficiently hard material being encountered, then the approval of the Corridor Manager shall be obtained prior to embarking on an alternative installation method, in which case additional special conditions that may be imposed by the Corridor Manager must be complied with.
34. **Trenching, Excavation and Backfilling** - Trenched installations through high cuttings and across fill embankments must be in trenches located a minimum of 1.0m from the seal edge, unless agreed separately and stipulated otherwise in the Special Conditions.
35. Trench width shall be kept to the minimum necessary to complete the work.
36. **Trenching, Excavation and Backfilling** - Excavation more than 1.5 metres deep must be notified to Occupational Safety and Health Services at least 48 hours prior to excavation.
37. **Trenching, Excavation and Backfilling** - Trench reinstatement must ensure a dense compact surface that will discourage surface scouring and be free of rocks and stones so as to allow safe grass mowing.

38. **Trenching, Excavation and Backfilling** - During the hours of darkness and/or when no work is being carried out on site the maximum amount of sealed carriageway that can be safely provided shall be made available to the travelling public.
39. **Drainage** - The Utility Operator shall manage any groundwater effects caused by the excavating/ drilling/ thrusting operation. Any potential for scour shall be managed by suitable prevention work.
40. **Drainage** - Works undertaken in the surface water channels shall be carried out in such a manner as to cause minimal interference to the existing drainage pattern and the water channel shall be fully restored at the completion of the works to permit the free draining of the area.
41. **Drainage** - Ensure excavated surfaces are provided with scour protection with reinstatement to prevent storm water scouring and to protect and preserve the new utility asset and associated drainage facilities.
42. **Drainage** - Trenching in wet ground shall have subsoil drainage (Highway Drain Coil or similar in accordance with TNZ F/2 Specification) installed with the cable pipeline. The subsoil drain shall be reticulated outside the highway formation and into existing drainage outlets or structures with suitable capacity. All inlets and outlets are to be exposed and identified on site and dimensioned on the Utility Operator's as-built plans.
43. **Structures** - Further to clause 3.2.4 of the National Code of Practice, Utility Structures such as manholes, chambers, pedestals, poles, cabinets, etc. shall be located in the positions detailed on the agreed drawings or, if not detailed, positioned so that they and their lids are within two metres of the State highway boundary and, unless otherwise agreed, clear of the carriageway, any kerbs, storm water structures and side drains and any road furniture.
44. **Structures** - Further to clause 5.6.6.3 of the National Code of Practice, buried Utility Structures with surface boxes or access lids shall be finished flush with the footpath surface when in the footpath or conform to the surrounding ground surface shape and level when in the berm.
45. **Pavement Markings** - Further to clause 5.6.6.1 of the National Code of Practice, reinstatement of Pavement Markings and Reflectorised Raised Pavement Markers must comply with NZTA specifications and match existing marking in type and material.
46. **Maintenance** - All defects must be repaired by the Utility Operator within the time specified in the notice or be deemed non-compliant. All defects affecting driver safety must be repaired and roadworthy within 48 hours of the defect becoming apparent.
47. **Maintenance** - All areas must be reinstated to original condition or better including footpaths, kerbing, gardens, plants, grass, drainage facilities and ground shape. Any exposed ground requiring regrassing must be seeded and maintained to ensure permanent grass regrowth.
48. **Maintenance** - After satisfactory completion of the works, the Utility Operator shall give prior notification to NZTA on each separate occasion of any subsequent maintenance works that may be required and if the works are located in or under a carriageway or sealed road shoulder, no works shall be performed without prior signed consent from the Corridor Manager.
49. **Hours of Work** - The designer of the Traffic Management Plan shall determine that the hours of work are appropriate so as to avoid peak traffic flow periods and ensure that traffic delays are minimised. Calculations to support the proposed hours of work shall be prepared in accordance with Section C15 of the Code of Practice for Temporary Traffic Management for inclusion in the Traffic Management Plan. Traffic flow volume predictions shall be estimated using hourly counts provided by the NZTA.
50. **Environmental** - A Utility Operators Environmental Management Plan (EMP) shall be produced for managing environmental effects such as noise and vibration, discharge of contaminants including sediment, ground disturbance, vegetation removal, or litter such that they are dealt with in a manner that meets any NZTA commitments under relevant legislation. The EMP plan shall be made available to the NZTA upon request. The plan shall address in particular:

- a. Any requirements set out in the NZTA Network Operations Consultant/Contractor Environmental Management Plan as appropriate;
 - b. Noise and Vibration through a specific plan as detailed in clause 21 above;
 - c. Measures taken to contain spills or other discharges of contaminants;
 - d. Precautionary measures to avoid contaminating waterways and stormwater drainage from all activities, especially grouting and concrete cutting;
 - e. Discovery protocols as detailed in clause 17 above where ground disturbance of archaeological places or sites is likely or has occurred;
 - f. Reducing the impacts on, and reinstating vegetation established for landscaping or ecological reasons.
51. Further to condition 21, if the effects of construction noise or ground vibration due to the works are likely to exceed the calculated maximum levels the Utility Operator must prepare a written communications strategy as required by clause 5.3.6 of the National Code of Practice.
52. **Notifications** - For major and project works, the Utility Operator is to regularly advise the Corridor Manager of construction progress in order that the Corridor Manager can arrange for a reasonable level of inspections and testing.
53. **Notifications** - The Utility Operator shall give 48 hours' notice of completed surface preparation to allow a site inspection prior to sealing. After 48 hours, if no inspection has been undertaken, sealing can proceed.
54. **Notifications** - The Utility Operator shall contact the nominated Network Operations Contractor at least one week prior to the commencement of work on the site to effect handover of the site to the Utility Operator.
55. **Bridges** - At the discretion of the Corridor Manager, this agreement may or may not include a requirement for the owner to pay a bridge charge based on the loss of dead load capacity from the structure by attaching the utility in a full condition where the works involve attachment or inclusion of a utility service in/onto a NZTA bridge. The Utility Operator shall pay the bridge charge to NZTA prior to commencing any work on the bridge, which shall be determined using a fair and reasonable cost recovery method. The requirement for a bridge charge will be specified in the Special Conditions.
56. **Fencing** - All boundary fencing removed to enable the works to proceed shall be replaced to as good as or better condition than existed at the time of removal.

Article III. **Special Conditions**

Type any other special conditions about site into here.

Licence to Occupy Road

Dated 2023

Parties

- 1 **New Zealand Transport Agency**, a Crown Entity established under section 93 of the Land Transport Management Act 2003 ('**Transport Agency**')
- 2 [*Insert name of Licensee*], [*If company, insert company number here*] ('**Licensee**')

Background

- A The Transport Agency has the sole powers of control for all purposes of State highways and motorways under sections 61 and 80 of the Government Rounding Powers Act 1989. The Transport Agency is the controlling authority of the area of [*State highway/motorway*] at [*insert description of area*].
- B The Transport Agency has agreed to grant the Licensee a licence to occupy the Land on the terms and conditions of this Licence, and the Licensee has agreed to accept that grant.

Execution

Signed by the **Transport Agency** by its authorised signatory acting pursuant to delegated authority:

Signature

Full name (please print)

Signed for the **Licensee** by its authorised signatory in the presence of:

Signature

Full name (please print)

Schedule 1 Details and Definitions

In this Licence, the following terms have the following meanings:

Licensee	<i>[Insert name of Licensee. If a company, include the company number.]</i>
Land	That area of State Highway [x] in the position shown marked on the Plan (over the page) and in accordance to the specification approved by the Transport Agency.
Licence Fee	\$(<i>Insert</i>) plus GST (if any) per annum
Permitted Use	<p><i>[Insert description of permitted use, e.g.</i></p> <ul style="list-style-type: none"> • <i>To place a fence on the Land.</i> • <i>To place a Norski toilet adjacent to State Highway 1 at route position 635/0.368 TLS and 635/6.806 TLS.</i> • <i>To install and maintain a water pipe.]</i>
Commencement Date	<i>[Insert date]</i>
Licence	This licence, together with its schedules.
Working Day	<p>Working Day means:</p> <p>(a) in relation to any time period specified under the Property Law Act 2007, has the meaning given in that Act; and</p> <p>(b) in all other cases, any day that is not a Saturday, Sunday, day between 24 December in one year to 10 January in the next year (both days inclusive), or statutory holiday in the area where the Land is located.</p>

Plan

[Insert plan of Land]

Schedule 2 Operative Provisions

1 Grant

- 1.1 The Transport Agency grants to the Licensee a non-exclusive licence to occupy the Land on the terms and conditions set out in this Licence, from the Commencement Date until the date that the Licence is terminated under clause 3.

2 Licence Fee

- 2.1 The Licensee will pay the Transport Agency the Licence Fee (if demanded) on each anniversary of the Commencement Date.

3 Termination

- 3.1 Either party may terminate this Licence at any time by giving the other party at least [3] months' written notice (*Termination Notice*). [*The default notice period is 3 months, but this can be extended if required.*]
- 3.2 From the expiry of the period specified in the Termination Notice, every estate and interest of the Licensee in the Land and in this Licence will determine and cease absolutely, but without prejudice to the rights of either party in relation to any prior breach.
- 3.3 The Licensee will not be entitled to any form of compensation, damages or claim of whatever kind for any early termination by the Licensor pursuant to clause 3.1, on account of any inconvenience or loss suffered by the Licensee, or for any other reason, as a consequence of such termination.

4 Licensee's obligations on termination

- 4.1 The Licensee must, no later than 14 days after the termination of this Licence:
- a remove all structures and improvements permitted under this Licence, making good any damage caused (unless requested otherwise by the Transport Agency); and
 - b otherwise leave the Land in the same condition it was in at the Commencement Date.

If the Licensee fails to restore the Land to its original condition by the due date, then the Transport Agency may at its option commence its own works to restore the Land and recover all costs from the Licensee. This clause is without prejudice to the Transport Agency's other rights and remedies.

5 Maintenance

- 5.1 The Licensee will keep and maintain the Land, and take all reasonable steps to protect the Land, including buildings, fixtures or fittings, installations, fences, hedges, trees (including shelter belts), gates and any sealed areas or other property of the Transport Agency, free from any damage by the Licensee and the Licensee's employees, agents or invitees.
- 5.2 The Licensee will not bring about the cause of any waste of the Land or any contamination to the Land, and will not disturb the surface of the Land, apart from such disturbance as is necessary for the construction and maintenance of any improvements or structures permitted under this Licence.
- 5.3 If the Licensee defaults in any of its obligations to maintain or repair under this Licence, the Transport Agency may arrange for such repair or maintenance to be undertaken at the cost of the Licensee, but without prejudice to the Transport Agency's other rights and remedies under this Licence. The Licensee must immediately reimburse the Transport Agency for such expense.

6 Permitted Use

6.1 The Licensee will not use the Land for any purpose other than the Permitted Use.

6.2 If the Permitted Use is permissible only with the consent, permit or permission of any authority, or under or in pursuant to any statute, Regional and District Plans, regulation, other enactment or order of Court, the Licensee must obtain:

- a such consent, permit, permission or order at the sole cost and expense of the Licensee including, but not limited to, any costs or financial contributions involved in complying with any conditions of such consent, permit, permission or order obtained; and
- b the approval of the Transport Agency to the conditions of that consent, permit, permission or order.

7 Damage

7.1 The Licensee must, at its cost, promptly repair any damage to the Land or any of the Transport Agency's improvements or property on the Land caused by the Licensee or any person using the Land under this Licence.

8 No access

8.1 The Licensee shall not be entitled to any form of compensation, damages, or claim of whatever kind in the event that there is an emergency and the Licensee is unable to gain access to the Land.

9 No interference with public use

9.1 The Licensee shall ensure that no interference is caused to the use of the State highway by the public when carrying out any works to repair, maintain, remove, or replace any improvement, utility, fence or other structure on the Land.

10 Compliance

10.1 The Licensee must comply with all relevant legislation, regulations and bylaws affecting the Land and the Licensee's use of the Land, and must not cause or allow any act on the Land that would cause nuisance or annoyance to any neighbouring property.

11 Transport Agency approvals

11.1 The Licensee must obtain all necessary approvals from the Transport Agency for works in the road corridor, including approval under section 51 of the Government Roadway Powers Act 1989. The granting of this Licence does not constitute the granting of such approval and does not guarantee that any such approval will be granted.

12 Health and Safety

12.1 Without limiting the Licensee's obligations under clause 10, the Licensee must do all things necessary as the occupier of the Land to comply with the Health and Safety at Work Act 2015 ('**HSWA**'). The Licensee:

- a acknowledges that the Land forms part of the Transport Agency's State highway network, and that there are hazards associated with working in, on, and around the State highway (including without limitation hazards posed by fast-moving vehicles);
- b will ensure the health and safety of its workers and all other persons affected by work carried out by or for the Licensee in connection with the Permitted Use;
- c will, prior to the commencement of any works permitted by this Licence, provide a site management plan for the intended works to the Transport Agency for its approval (not to be unreasonably withheld);

- d will consult, cooperate, and coordinate its work on the Land with the Transport Agency and any persons conducting a business or undertaking (as defined in section 17 of the HSWA) who is accessing the Land;
- e will promptly notify the Transport Agency of any accident, injury, illness, near miss, or exposure that the Licensee becomes aware of in the course of, or arising from, its work on the Land (an ‘**incident**’), and provide the Transport Agency with such assistance and information as the Transport Agency considers necessary to conduct an investigation into any such incident;
- f if requested by the Transport Agency, will promptly give the Transport Agency copies of any documents related to or created in respect of any investigation by the Licensee into any such incident; and
- g will promptly give the Transport Agency copies of any notices and correspondence the Licensee receives from WorkSafe New Zealand or any other authority (including the Licensee’s responses to any such notices or correspondence) concerning the Licensee’s compliance with the HSWA or any other health and safety legislation or regulations.

13 Transport Agency access

- 13.1 The Transport Agency and its agents, contractors and employees will have access to the Land at all times and for all purposes.

14 Transport Agency works

- 14.1 The Transport Agency may carry out any works on land adjacent to or near the Land. The Transport Agency will take all reasonable steps to ensure that the works are carried out in a way that causes minimal inconvenience to the Licensee.

15 No assignment

- 15.1 This Licence is personal to the Licensee, and the Licensee may not assign, transfer, sub-licence or otherwise share the Licensee’s rights under this Licence to or with any other person.
- 15.2 Where the Licensee is an unlisted company, then any change in the legal or beneficial ownership of any of its shares, or any issue of new capital without the prior consent of the Licensor, will be a breach of this Licence.

16 Indemnity

- 16.1 To the fullest extent permitted by law, the Licensee:
 - a indemnifies the Transport Agency from and against all costs, actions, demands, suits, damages and proceedings of any kind and in respect of any loss or damage that may directly or indirectly result to or be suffered by any person or property by reason of this Licence or the exercise of the rights under this Licence; and
 - b releases the Transport Agency from all claims and demands of any kind and from all liability which, in the absence of any negligence on the Transport Agency’s part, may arise in respect of any accident, damage or injury occurring to any person or property in or about the Land.

17 No warranty

- 17.1 The Transport Agency makes no warranty or representation that the Land is fit for any particular use. The Licensee acknowledges that it has entered into this Licence completely in reliance upon the Licensee’s own skill and judgment. The Licensee agrees to occupy and use the Land at the Licensee’s own risk.

18 No Lease

18.1 This Licence does not create any lease, tenancy, or interest in the Land.

19 Notices

19.1 Any notice or document required or authorised to be given or served under this Licence must be in writing and delivered or served by personal delivery, post, or email to the address or fax number specified for the relevant party below:

Licensee	Transport Agency
Name: [Insert]	Name: [Insert]
Address: [Insert]	Address: [Insert]
Email: [Insert]	Email: [Insert]

19.2 Any notice or other document is deemed to have been served:

- a in the case of personal delivery, when received by the addressee;
- b in the case of post, 3 Working Days following the date of posting to the addressee's last known address in New Zealand; and
- c in the case of email, when acknowledged by the addressee orally, by return email, or otherwise in writing. Return emails generated automatically shall not constitute an acknowledgement.

20 Transport Agency's Statutory Role

20.1 Nothing in this Licence will override the Transport Agency's statutory and regulatory role under the Government Rooding Powers Act 1989, the Land Transport Management Act 2003 or any other Act, regulation or by-law, and the performance by the Transport Agency of that role and as a Crown entity (the *Transport Agency's Role*).

20.2 Nothing in this Licence is to be taken to imply any approval under the Transport Agency's Role, other than an approval expressly recorded in this Licence.

20.3 If there is a conflict between the provisions of this Licence and the Transport Agency's Role, then the Transport Agency's Role will prevail.

21 Waiver

21.1 No waiver or failure to act by the Licensor in respect of any breach by the Licensee will operate as a waiver of another breach.

22 Dispute resolution

22.1 The parties acknowledge that they wish to avoid or minimise any differences or disputes arising out of and from the terms of this Licence. The parties therefore agree that if any difference or dispute arises between them they will actively, openly and in good faith negotiate that difference or dispute with a view to achieving a quick resolution.

Schedule 3 Special Conditions

[Delete the provisions which do not apply.]

FENCING

- 1 **Fence:** The Licensee will erect a fence on the Land, in the position shown on the Plan and to the satisfaction of the Transport Agency. The Licensee shall maintain the fence in good order and repair; and remove the fence immediately on termination of the Licence.
- 2 **No disturbance:** The Licensee will not disturb the surface of the Land beyond a depth of 200mm; or do anything to cause change in the surface of the Land.
- 3 **Occupier:** The Licensee is deemed to be the occupier of the Land for the purposes of the Local Government (Rating) Act 2002 and the Biosecurity Act 1993, including for animal and vegetation pest control measures.

STRUCTURES [Use if a structure will be placed aboveground, e.g. Portacom, Norski toilet.]

- 1 **Maintenance:** The Licensee will maintain all structures upon the Land in good order and condition, and otherwise to the satisfaction of the Transport Agency, and subject to any directions and conditions stipulated by the Transport Agency.

PRIVATE UTILITIES [Use if a private utility will be laid underground.]

- 1 **Works:** The Licensee will install and maintain the [utility] (*Utility*) to the satisfaction of the Transport Agency, and subject to any directions and conditions stipulated by the Transport Agency. The Transport Agency may require the whole or part of any such works to be carried out by or under the supervision of a person authorised by the Transport Agency, at the Licensee's cost. The Licensee will pay such cost to the Transport Agency upon receipt of an invoice from the Transport Agency.
- 2 **Maintenance:** The Licensee will maintain the Utility in good order and condition, with as little interference as possible to the surface of the State highway above the Utility. The Licensee will make good any damage caused to the State highway within the boundaries of the legal road reserve during any works.
- 3 **Minimum Covering:** The Licensee will place the Utility at a depth to ensure a cover of at least [insert] millimetres (*Minimum Covering*) below the road surface and below the level of surface water channels. The placement must cause minimal disturbance to the State highway and be to the satisfaction of the Transport Agency. The Licensee must maintain the Minimum Covering throughout the term of the Licence, subject to Special Condition 4 below.
- 4 **New minimum covering:** The Transport Agency may give the Licensee 24 hours' notice requiring the Licensee to lower and cover the Utility to a depth specified in the notice, at the Licensee's cost. Special Condition 3 will apply from the notice date as if the specified depth were the Minimum Covering.
- 5 **Breakage/Leakage:** The Licensee is liable to the Transport Agency for the cost of repairing any damage which may occur to the State highway from any breakage or leakage in the Utility.
- 6 **Realignment:** In the event that the State highway is realigned, the Licensee will reinstall the Utility under the new realignment, at the Licensee's cost and as directed by the Transport Agency.
- 7 **Inspection and modification of works:** Any works in relation to the Utility will at all times be open to inspection by a person authorised by the Transport Agency. The authorised person may request that the works be modified or improved or carried out with different materials, provided that such request is for the purpose of preserving and safeguarding the State highway. Upon receiving the request, the Licensee shall carry out the works subject to such modification or improvement, at the Licensee's cost.
- 8 **Indemnity:** Where the Licensee engages a contractor to carry out any works to the Utility, the Licensee shall procure an indemnity from the contractor in favour of the Transport Agency. The indemnity must apply to any loss,

claim, damage, expense, liability, costs or proceeding suffered or incurred at any time by the Transport Agency in relation to the works, to the fullest extent permitted by law. The existence of such indemnity shall not relieve the Licensee of any liability to the Transport Agency.

Preliminary Notification and Corridor Access Requests

Preliminary Notification of Project Works in the Road

To:		(Corridor Manager)
From:		(Utility Operator)
Date:		

Preliminary notification is provided for the following Project Works:

The following plans are attached.

Major work situations that occur on this job are (tick all those that are applicable, where known):

<input type="checkbox"/>	A trench is to extend more than 20m along the Road
<input type="checkbox"/>	A traffic lane needs to be closed on a Main Road (Refer to list of Main Roads provided by the Corridor Manager)
<input type="checkbox"/>	A Road needs to be closed for more than 2 minutes
<input type="checkbox"/>	Work is proposed on a State Highway (Refer to list of State Highways provided by the Corridor Manager)
<input type="checkbox"/>	Metered parking or other restricted parking areas may be affected
<input type="checkbox"/>	Work may affect a Road structure such as a bridge, tunnel, or retaining wall
<input type="checkbox"/>	Work needs to be done outside normal hours of work
<input type="checkbox"/>	Property access will be restricted for more than 10 minutes for business or 1 hour for residential
<input type="checkbox"/>	A footpath will be diverted for more than 8 hours
<input type="checkbox"/>	A variation from either the requirements of this Code of Practice or any other known requirements of the Corridor Manager is sought
<input type="checkbox"/>	A financial contribution is sought such as towards the reinstatement of the Road surface
<input type="checkbox"/>	The work will affect, or is likely to affect, other utilities in the Road

Comments: (e.g. about above situations/ when the work is scheduled to start and finish, other utilities that may be affected)

Signed		Print Name	
Phone		Email	

Road Corridor Access Request on behalf of the Asset Owner (the organisation/person named below who is paying for the work)		No:
Asset Owner		
Contact Name		
Contact Details		

Notifies

Corridor Manager/s	
Contact details	

of our intention to undertake the following work:

Type of work (tick):	Project	<input type="checkbox"/>	Major	<input type="checkbox"/>	Minor	<input type="checkbox"/>	Emergency	<input type="checkbox"/>

Details of proposed work (tick all relevant aspects):

<input type="checkbox"/>	Open Trenching	<input type="checkbox"/>	Installing Cabinets / Pedestals
<input type="checkbox"/>	Horizontal / Vertical Drilling	<input type="checkbox"/>	Installing other structure/s (Specify Below)
<input type="checkbox"/>	Installing Chamber/s	<input type="checkbox"/>	Removing/pole/cabinet/pedestal/structure/s
<input type="checkbox"/>	Installing Poles / Posts / Piles	<input type="checkbox"/>	Other (Specify Below)
Description of work:			
Address:			

Location in Road (tick):

Carriageway	<input type="checkbox"/>	Footpath	<input type="checkbox"/>	Berm	<input type="checkbox"/>
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Estimated timing	Start Date		End Date		Duration Days	
Reference No's:	Utility			Consents		
Utilities likely to be affected by the work	Name of UO	Contact person	Contact details	UO has been notified and consulted with.		

Applicant's details

Role in work (tick):	<input type="checkbox"/>	Utility Operator	<input type="checkbox"/>	Consultant	<input type="checkbox"/>	Contractor	<input type="checkbox"/>	Other
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Company name		Contact person	
Postal address			
Phone (W)		Phone (Mob)	
E-mail		Fax number	

If the above information is not provided, the CAR will be deemed not to have been lodged. Lodgement will be deemed when the information required has been specified.

We hereby agree for/or on behalf of the Asset owner to comply in full with the requirements of the Code: *Utilities Access to the Transport Corridors*, and any other Reasonable Conditions required by the Corridor Manager and to keep this notice on site while work is in progress. This request is valid for 6 months from date of issue.

NOTE – All work must comply with Health and Safety Act 1991 or any amendments thereto.

Signed		Date	
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Motorway Corridor Access Request from the Utility Operator		No:
Utility Operator		
Contact Name		
Contact Details		

Notifies

Corridor Manager	
Contact details	

of our intention to undertake the following work:

Type of work (tick):

Maintenance	<input type="checkbox"/>	Major	<input type="checkbox"/>	Minor	<input type="checkbox"/>	Emergency	<input type="checkbox"/>
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Details of proposed work (tick all relevant aspects):

<input type="checkbox"/>	Open Trenching	<input type="checkbox"/>	Horizontal / Vertical Drilling
<input type="checkbox"/>	Installing Chamber/s	<input type="checkbox"/>	Other (Specify Below)
Description of work:			
Address:			
Details attached: as per 4.8.2 3(b)			

Location in Road (tick):

Carriageway	<input type="checkbox"/>	Berm	<input type="checkbox"/>	Ramp	<input type="checkbox"/>
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Estimated timing	Start Date		End Date		Duration Days	
Reference No's:	Utility		Consents			
Utilities likely to be affected by the work	Name of UO	Contact person	Contact details	UO has been notified and consulted with.		

Contractor's or Agent's details

Company name		Contact person	
Postal address			
Phone (W)		Phone (Mob)	
E-mail		Fax number	

If the above information is not provided, the CAR will be deemed not to have been lodged. Lodgement will be deemed when the information required has been specified.

We hereby agree to comply in full with the requirements of the Code: *Utilities Access to the Transport Corridors*, and any other Reasonable Conditions required by the Corridor Manager and to keep this notice on site while work is in progress. This request is valid only for date(s) of approval as agreed.

NOTE – All work must comply with Health and Safety Act 1991 or any amendments thereto.

Signed		Date	
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Agreement as to Work on Motorway



Parties:

1. **NEW ZEALAND TRANSPORT AGENCY** (“NZTA”), established as a body corporate under and by virtue of the Land Transport Amendment Act 2008 is responsible for the State Highway System.
2., established as a, is a (“The Owner”).

Background:

- A. The NZTA has the sole powers of control for all purposes including construction and maintenance of all State highways pursuant to the provisions of the Government Roading Powers Act 1989.
- B. The Owner wishes to carry out certain works described in Schedule One and thereafter have the right to maintain their works situated on the State highway.
- C. The consent of the NZTA is required for the works and the NZTA agrees to provide such consent on the conditions set out below.

Terms of Agreement:

1. The NZTA hereby gives consent for the Owner to install and/or maintain the works specified at Items 1 and 2 of Schedule One hereto subject to the following terms and the conditions specified in Schedules Two and Three hereto.
2. All of the civil engineering work shall meet with the approval of the System Manager. The works shall be laid more or less in the location shown on the attached plans referred to at Item 4 of Schedule One hereto. The exact location and level of all installations are to be made known to the System Manager’s authorised representative and shall be agreed to before work commences.
3. In consideration of the NZTA agreeing to the works specified at Item 3 in Schedule One, the Owner hereby agrees to indemnify the NZTA against all costs, actions, demands, suits, damages and proceedings of any kind for or in respect of any loss, damage or injury that may directly result to or be suffered by any third party or that may directly result to or be incurred by the NZTA by reason of the exercise of the rights conferred under this agreement in relation to the work, or for any costs resulting from the removal of any abandoned components or equipment that belong to the Owner.
4. At the discretion of the System Manager, this agreement may or may not include a requirement for the Owner to provide a Contract Bond in favour of the NZTA or for the contractor to provide a Contract Bond in favour of the Owner, as a performance guarantee.
5. In the event of works involving attachment of a utility service to a NZTA bridge, the Owner shall pay the NZTA a bridge charge for the use of the Bridge, prior to commencing any work on the bridge.
6. The Owner shall pay the reasonable costs of the NZTA and its consultants in connection with the processing of this notice and for the monitoring and auditing of the works.
7. Where the works affect an existing installation that belongs to the Owner, in the event of ambiguity or contradiction between the attached conditions and any prior conditions or specifications, the attached conditions shall take precedence.
8. The Owner understands that any contravention of the agreement, which includes the conditions specified in Schedules Two and Three, may result in the NZTA refusing further access to the State highway.
9. The party specified at Item 5 in Schedule One shall supervise the physical works and the party specified at Item 6 in Schedule One shall perform the works.
10. A full copy of this Agreement shall be kept on site at all times during construction.

11. The Owner and/or their contractors, if when working on the State highway are found not to be complying with the relevant specification and/or does not have permission to be there, are liable to be instructed to leave the site by the System Manager or the System Manager's authorised representative.
12. The works are to be available at all times for inspection by any person authorised by the System Manager. Compliance with the conditions specified herein shall be monitored during construction and audited upon completion by the party specified at Item 7 in Schedule One.
13. The NZTA reserves the right to require the Owner to carry out repairs to the reinstated surface of the road, should these become necessary in the NZTA's opinion, within twelve months of the NZTA's acceptance of the "Advice of Completion of Work" form. These works shall be undertaken within five working days of notification or as directed by the System Manager.
14. Where the Owner fails to comply with any requirement under these conditions the NZTA may arrange for the necessary work to be done and may recover any costs incurred.
15. After satisfactory completion of the works, the Owner shall give prior notification on each separate occasion to the NZTA of any subsequent service maintenance work that may be required and if the works are located in or under a carriageway or road shoulder the NZTA shall re-assess the implications and impose any new or altered conditions deemed necessary to protect the integrity of the State highway.
16. No vested right shall be hereby created, and this consent shall not be transferable.
17. Where the NZTA considers that the Owner has breached any condition of this agreement, it shall provide written notice to the Owner specifying the breach and requiring it to be remedied where capable of being remedied. Where the Owner fails to remedy a material breach within ten (10) working days of receipt of such notice or where such material breach is incapable of being remedied, the NZTA may withdraw this consent by giving notice to the Owner who shall remove the works and leave the motorway reserve in good order and condition to the reasonable satisfaction of the System Manager.
18. THE Owner shall not be entitled to any compensation on the withdrawal or termination of this agreement.
19. If the whole of or any part of the works are required to be temporarily or permanently relocated or protected due to the construction of any NZTA works during a two (2) year period as from the date of execution of this licence, then it shall be done by the Owner at no cost to the NZTA.
20. Nothing in this licence shall be construed to derogate from the rights of the NZTA to enter upon the areas occupied by the utility services for the purpose of installing, maintaining, repairing or removing any new or existing road or bridge assets over or under the improvements or for any other lawful purpose. The NZTA shall not otherwise interfere with the rights hereby conferred on the Owner.
21. When any notice is to be given it shall be sufficient in cases where the notice is to be given by the NZTA that the notice be signed by some person acting under the System Manager's express or implied authority and sent by post or telegram addressed to the Owner at the Owner's then or last known address.
22. In the absence of written acceptance from the NZTA for an extension, this agreement shall become invalid if the works do not commence within six months of the date signed to hereunder.

Date:

Signed for and on behalf of the

NEW ZEALAND TRANSPORT AGENCY

(.....)

System System Manager

Acting pursuant to delegated authority

in the presence of

Signature: _____

Occupation: _____

Name: _____

Signed for and behalf of

THE OWNER

Name: _____

in the presence of

Signature: _____

Occupation: _____

Name: _____

Schedule 1

Item 1: THE WORKS:

Item 2: LOCATION:

STATE HIGHWAY:

ROUTE POSITION:

Item 3: THE WORK:

Installation and Maintenance or Maintenance (*delete whichever is not applicable*) of the works specified at Items 1 and 2 above.

Item 4: PLANS:

LOCALITY PLAN:

Attached.

SITE PLAN:

Drawing No. *****,

Attached.

Item 5: OWNER'S REPRESENTATIVE

Item 6: CONSTRUCTION CONTRACTOR:

Item 7: NZTA NETWORK OPERATIONS CONTRACTOR

1) General Conditions

24. All traffic control on state highways shall conform with the requirements in the latest version of the “*Code of Practice for Temporary Traffic Management*” published by the NZTA for all work falling within the State highway road reserve and this shall include activities falling outside the road reserve where such activities affect the normal operating conditions of the State highway. The Owner shall produce an approved Traffic Management Plan (TMP) in accordance with Section A6 of the above-mentioned Code of Practice prior to the works commencing.
25. The Owner shall ensure that the work is carried out under the control of a warranted Site Traffic Management Supervisor (STMS) - Practising, and there shall be sufficient other people on duty specifically to control the flow of traffic through the site in accordance with the Traffic Management Plan while having resources within the State highway road reserve.
26. The NZTA’s Traffic Management Co-ordinator shall be given two clear working days’ notice prior to commencing any work on the State highway. This notice, setting out the timeframes for the work to be undertaken, shall be given by facsimile to the NZTA Network Management Consultant together with a copy of the approved TMP and confirmation must be received that the programme does not conflict with other work and permission to proceed is granted, prior to commencement of any works.
27. The works shall be carried out in a way that minimises disruption to the flow of traffic. In compliance with the Code of Practice, the works affecting traffic flows shall be undertaken outside of peak traffic flow periods as indicated by flow estimations. If the proposed programme provided does not meet this requirement, a revised programme must be submitted. If the works change in any way from those proposed in the notification, the NZTA shall be informed prior to commencement of the changed works, and be provided with a revised proposed programme.
28. All works shall be completed in one continuous operation. Works shall not to be suspended for any period of time greater than 24 hours without NZTA permission.
29. The NZTA have in place a standard restriction for any company working on or near State highways, during, and one day either side of, a public holiday, or public holiday weekend.
30. Instructions concerning the use of traffic control measures from an officer of the police traffic safety branch, or any person authorised by the State Highway Manager, shall be complied with in addition to those stated in the Special Conditions.
31. Lane closures on the motorway carriageways shall not be permitted without the express permission of the System Manager.
32. Access to the site of works shall not be permitted from the operating carriageway of the motorway without the express permission of the State Highway Manager.
33. The Owner and/or their contractor shall prevent visual distraction to motorway traffic. A sight screen shall be erected at exposed work sites where safety barriers are not required in terms of the “*Code of Practice for Temporary Traffic Management*” or if the work zone safety barriers or existing guardrails do not provide sufficient visual screening. Sight screening in absences of safety barriers shall not fully block the view from the work area of any errant motorway vehicle to which workers may be vulnerable.
34. The Owner shall obtain at the Owner’s cost all necessary approvals, consents and permits from all statutory, public or other authorities prior to commencing any work on the State highway and shall comply with all Regional and District Plans and applicable statutes, bylaws, regulations, approvals, permits and consents.
35. The Owner and/or their contractor shall not hold the NZTA liable for any of the costs incurred if the Applicant receives an Environmental Infringement Notice. The Owner and/or their contractor shall ensure that their works comply with all relevant aspects of the Resource Management Act (1991) and subsequent amendments.
36. A plan shall be produced for managing environmental effects such as construction noise, the discharge of contaminants, sediment or litter and this plan shall be made available upon request.
 - Special measures shall be employed to avoid or mitigate construction noise that may cause disruption to residents in the vicinity.

- The Owner and/or their contractor shall take extra precautions during grouting operations to avoid contaminating waterways and stormwater drainage with grouting compound.
37. The Owner and/or their contractor shall be responsible for locating and protecting all underground services the location and/or depth of some of which may not be known and notwithstanding this fact it is the consent holder's responsibility at their own cost to repair any damage they may cause to any of these services.
 38. All surplus excavated material shall be removed from the site and all surfaces disturbed by any of the work shall be restored to their original condition or better.
 39. The Owner and/or their contractor shall be responsible for protecting and maintaining all NZTA signs and road furniture including edge delineator posts during the period of work and shall replace any items that become damaged or lost.
 40. Where traffic safety facilities (signs, marker posts etc.) are removed in the course of the work these shall be re-erected to the proper standard prior to the removal of the temporary traffic controls required by these conditions.
 41. The Owner shall keep an "As Built" set of drawings in their records showing the location of all of the utility service components of that they have installed. This record shall be available for inspection by the NZTA or their representative as and when the need arises.
 42. All work undertaken by The Owner and/or their contractor working under this approval must comply with the requirements under the "Health and Safety in Employment Amendment Act 1992" and the "Health and Safety in Employment Regulations 1995".
 43. On completion of the works, the Owner and/or their contractors shall complete an "Advice of Completion of Work" form. For the purposes of the NZTA's right to require the Owner to carry out repair work, the twelve-month maintenance period shall commence as from the date that the works completion form is completed accurately and submitted to the NZTA and the NZTA has accepted that the work is complete.
 44. All work undertaken by The Owner and/or their contractor working under this approval must comply with the Department of Labour Construction Act 1959 and Construction Regulations 1961, as amended and any applicable industry codes of practice.

2) **Special Conditions**

See template local and special conditions for utility work on State highways on pages 36 to 39.

Works Access Permit for Roads and Motorways



Registration No:	
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1. The Parties

..... being a body corporate in accordance with the Local Government Act 2002/Land Transport Management Act 2003* (* delete as appropriate) or a licensed access provider in accordance with the Railways Act 2005 (“the Corridor Manager”);

..... being an approved Utility Operator in accordance with the Telecommunications Act 2001/Electricity Act 1992/Gas Act 1992* (* delete as appropriate) submitting a request for access in accordance with that Act);

..... being the agent of the Utility Operator, submitting this request on behalf of the Utility Operator and in accordance with the Utility Operator’s statutory rights (“the Applicant”).

2. Attachments (delete as appropriate)

Attachment 1 being the Corridor Access Request.

Attachment 2 being the Schedule of Reasonable Conditions.

Attachment 3 being plan showing the agreed service location.

3. Background

- a. In accordance with the Code: Utilities Access to the Transport Corridors and on behalf of the Corridor Manager, I give my written consent for access to the Road Corridor as specified in CAR Number _____ and attach my schedule of Reasonable Conditions; and
- b. In the case of State Highways this Works Access Permit serves as the approval required under S51 of the GRP Act.

Signed		Date	
--------	--	------	--

Acting pursuant to delegated authority.

FOR Corridor Manager APPROVAL USE ONLY

Time spent processing:	
------------------------	--

	Approved Contractor
--	---------------------

	Route Plan Submitted
--	----------------------

	TMP Submitted
--	---------------

	Stockpiling arrangements
--	--------------------------

Agreement as to Work on State Highways

DATE:

PARTIES:

1. **The NEW ZEALAND TRANSPORT AGENCY**, a body corporate established under and by virtue of the Land Transport Management Amendment Act 2008 (“NZTA”).
2. **AND** the Body or Person requesting the works, being _____

BACKGROUND:

- A. NZTA has the sole powers of control for all purposes including construction and maintenance of all state highways pursuant to the provisions of the Government Roadway Powers Act 1989.
- B. _____ wishes to carry out certain work specified in the Schedule hereto which involves or affects a state highway (“the work”).
- C. The consent of NZTA is required for the work and NZTA agrees to provide such consent on the conditions set out.

TERMS OF AGREEMENT:

1. IN consideration of the NZTA agreeing to the work being done, _____ hereby agrees to indemnify the NZTA against all claims, losses, damages and costs incurred by the NZTA in relation to the work.
2. _____ hereby agrees to compensate the NZTA for damage to any state highway or structures on the state highway (including but not limited to bridges and safety barriers) incurred in relation to the work.
3. _____ agree to abide by all the conditions and specifications stated under this agreement and understand that any contravention of the agreement may result in the NZTA refusing further access to the state highway.

Signed for and on behalf of the
NEW ZEALAND TRANSPORT AGENCY

Signed for and on behalf of

by _____

System System Manager

by _____

SCHEDULE

(THE WORK INFORMATION)

THE WORK: _____
(Description of Work) _____

LOCATION:
State Highway: _____
Route Position: _____
Address (House No): _____

TIMING:
Commencement Date: _____
Expected Duration: _____

CONTRACTOR:
Name: _____
Site Representatives Name: _____
Contact Numbers: *day:* _____ *night:* _____

RESURFACING CONTRACTOR:
Name: _____
Contact Numbers: *day:* _____ *night:* _____

Notice of Conditions for Works on State Highway

Applicant:

Address:

Owner of the Work or their authorised agent (Owner):

State Highway:

Route Position:

Reference:

Location/Property:

Description of Work:

Plans:

PURSUANT to Sections 51, 52 and 54 of the Government Roading Powers Act 1989 the consent of the New Zealand Transport Agency (the NZTA) is hereby given for the above works requested by you in your notification dated..... , as shown on your attached plan/s, subject to the following conditions and the *Code of Practice for Temporary Traffic Management*:

24. The NZTA shall not be liable for any costs, actions, demands, suits, damages and proceedings of any kind for any loss, damage or injury that may result from the works that are undertaken by or on behalf of the Owner of the utility service.
25. The Owner shall compensate the NZTA for any damage or costs incurred to State highway assets due to the work or for costs resulting from the removal of abandoned installations, structures, components or equipment that belong to the Owner.
26. The NZTA shall not be liable for loss or damage to the installed works due to damage to or loss of any road asset through any cause.
27. All of the civil engineering work shall meet with the approval of the NZTA System Manager and the installation shall be laid more or less in the location shown on the attached plans. The exact location and level of all installations are to be made known and agreed before work commences.
28. At the discretion of the System Manager, this agreement may or may not include a requirement for the Owner to provide a Contract Bond in favour of the NZTA or for the contractor to provide a Contract Bond in favour of the Owner, as a performance guarantee.
29. If requested, the Owner shall pay the reasonable costs of the NZTA and its consultants in connection with the processing of this notice and for the monitoring and auditing of the works.
30. Where the works affect an existing installation that belongs to the Owner, in the event of ambiguity or contradiction between the conditions herewith and any prior conditions or specifications relating to the installation, or to the Code of Practice for Temporary Traffic Management, the conditions contained herein shall take precedence.
31. A full copy of this Notice of Conditions shall be kept on site at all times during construction.
32. The Owner and/or their contractors, if when working on the State highway are found not to be complying with the relevant conditions or specifications and/or does not have permission to be there, are liable to be instructed to leave the site by the NZTA System Manager or his/her authorised representative.
33. Access to the site of the works from a motorway carriageway or motorway ramp, is not permitted without special permission of the System Manager.
34. The works are to be available at all times for inspection by any person authorised by the NZTA System Manager.

35. The Owner shall repair road assets made defective as a result of the works, should such repairs become necessary in the opinion of the NZTA System Manager or his/her authorised representative within twelve months of works completion. Remediation works shall be undertaken within two working days of being notified or as directed by the NZTA System Manager.
36. Where the Owner fails to comply with any requirement under these conditions, the NZTA may arrange for the necessary work to be done and may recover any costs incurred.
37. After satisfactory completion of the works, the Owner shall give prior notification to the NZTA on each separate occasion of any subsequent maintenance works that may be required and if the works are located in or under a carriageway or road shoulder The NZTA reserves the right to re-assess the implications and either decline the application or impose new or amended conditions to protect the integrity of the State highway.
38. If, during a period of two years from the above date, the whole of or any part of the works are required to be temporarily or permanently relocated or protected to enable the construction of any NZTA works that appear on the NZTA's future works programme as at the date of execution of this consent, then it shall be done by the Owner at no cost to the NZTA.
39. Nothing in this Notice shall be construed to derogate from the rights of The NZTA to enter upon the areas occupied by the works for the purpose of installing, maintaining, repairing or removing any new or existing road or bridge assets over or under the works or for any other lawful purpose.
40. The requirements made with regard to construction methodology, reinstatement, materials used, compaction and surfacing shall be complied with, as set out in the Special Conditions attached.
41. All traffic control on state highways shall conform with the requirements in the latest version of the "*Code of Practice for Temporary Traffic Management*" published by the NZTA for all work falling within the State highway road reserve and this shall include activities falling outside the road reserve where such activities affect the normal operating conditions of the State Highway. The Owner shall produce an approved Traffic Management Plan (TMP) in accordance with Section A6 of the above-mentioned Code of Practice prior to the works commencing.
42. The Owner shall ensure that the work is carried out under the control of a warranted Site Traffic Management Supervisor (STMS) - Practising, and there shall be sufficient other people on duty specifically to control the flow of traffic through the site in accordance with the Traffic Management Plan while having resources within the State highway road reserve.
43. The NZTA's Traffic Management Co-ordinator shall be given two clear working days' notice prior to commencing any work on the State highway. This notice, setting out the timeframes for the work to be undertaken, shall be given by facsimile to the NZTA Network Operations Contractor together with a copy of the approved TMP and confirmation must be received that the programme does not conflict with other work and permission to proceed is granted, prior to commencement of any works.
44. The works shall be carried out in a way that minimises disruption to the flow of traffic. In compliance with the Code of Practice, the works affecting traffic flows shall be undertaken outside of peak traffic flow periods as indicated by flow estimations. If the proposed programme provided does not meet this requirement, a revised programme must be submitted. If the works change in any way from those proposed in the notification, the NZTA shall be informed prior to commencement of the changed works and be provided with a revised proposed programme.
45. All works shall be completed in one continuous operation. Works shall not to be suspended for any period of time greater than 24 hours without the NZTA permission.
46. No work shall take place on or near State highways during, and one day either side of, a public holiday, or public holiday weekend.

47. Instructions concerning the use of traffic control measures from an officer of the police traffic safety branch, or any person authorised by the NZTA System Manager, shall be complied with in addition to those stated in the Special Conditions.
48. The Owner shall obtain at his/her cost all necessary approvals, consents and permits from all statutory, public or other authorities prior to commencing any work on the State highway and shall comply with all Regional and District Plans and applicable statutes, bylaws, regulations, approvals, permits and consents.
49. The Owner and/or their contractor shall not hold the NZTA liable for any of the costs incurred if the Owner receives an Environmental Infringement Notice. The Owner and/or their contractor shall ensure that their works comply with all relevant aspects of the Resource Management Act (1991) and subsequent amendments.
50. If necessary, a plan shall be produced for managing environmental effects such as construction noise, the discharge of contaminants, sediment or litter and this plan shall be made available upon request.
 - i. Special measures shall be employed to avoid or mitigate construction noise that may cause disruption to residents in the vicinity.
 - ii. The Owner and/or their contractor shall take extra precautions during any grouting operations to avoid contaminating waterways and stormwater drainage with grouting compound.
49. The Owner and/or their contractor shall be responsible for locating and protecting all underground services the location and/or depth of some of which may not be known and notwithstanding this fact it is the consent holder's responsibility at their own cost to repair any damage they may cause to any of these services.
50. All surplus excavated material shall be removed from the site and all surfaces disturbed by any of the work shall be restored to their original condition or better.
51. The Owner and/or their contractor shall be responsible for protecting and maintaining all NZTA signs and road furniture, including edge delineator posts, during the period of work and shall replace any items that become damaged or lost.
52. Where traffic safety facilities (signs, marker posts etc.) are removed in the course of the work these shall be re-erected to the proper standard prior to the removal of the temporary traffic controls required by these conditions.
53. The Owner shall keep an "As Built" set of drawings in their records showing the location of all of the utility service components of that they have information about or have uncovered. This record shall be available for inspection by the NZTA or their representative as and when the need arises.
54. All work undertaken by the Owner and/or their contractor working under this approval must comply with the requirements under the "Health and Safety in Employment Act 1992" and the "Health and Safety in Employment Regulations 1995", as amended.
55. All work undertaken by the Owner and/or his/her contractor working under this approval must comply with the Department of Labour Construction Act 1959 and Construction Regulations 1961, as amended, and any applicable industry codes of practice.
56. On completion of the works, the Owner and/or their contractors shall complete an "Works Completion Notice" form. The twelve-month maintenance period during which the NZTA has the right to require the Owner to carry out repair work shall commence as from the date that the NZTA or its authorised representative have given signed acceptance that the work is complete.
57. In the absence of a written agreement from the NZTA for an extension, this agreement shall become invalid if the works do not commence within six months of the above date.