

Schedule 13: Performance Regime

In this Schedule:

AMM Incident means an Incident to which the Contractor is required to respond as part of the AMM Services, and includes an Incident which is initially an Other Responder Incident or is otherwise not initially an AMM Incident, from AMM Incident Commencement;

AMM Incident Commencement means the time at which the Contractor:

- (a) is notified or becomes aware that an AMM Incident has occurred; or
- (b) is notified that an Other Responder Incident has occurred and has been informed that it is required to commence its Incident Response;

AMM Incident Completion means the time that the Contractor has completed its AMM Services in respect of an AMM Incident and has recorded that AMM Incident Completion has occurred;

AMM KPI means any failure to comply with any Service Requirements other than those to which other Key Performance Indicators apply;

Availability Criteria means:

- (a) in relation to any Unavailability Section, that Unavailability Section:
 - (i) is fully open to Users for the continuous passage of vehicles; and
 - (ii) is not subject to a Traffic Management Event;
- (b) in relation to a Shoulder, that Shoulder:
 - (i) subject to (ii) below, is able to be used for the continuous access for motor vehicles to and from the adjacent Lane, unimpeded by stationary motor vehicles;
 - (ii) where temporarily used or designated as a Lane by notice from the Contractor to the Transport Agency, meets the criteria set out in paragraph (a) of this definition; and
 - (iii) is not subject to a Traffic Management Event,

provided that for the avoidance of doubt Lanes and/or Ramps which are open to the traffic that are used as contraflow to manage unavailability are deemed to not be subject to a Traffic Management Event for the purposes of the Availability Criteria;

AVTT has the meaning given to that term in paragraph 17 (MPLOS Calculation);

Baseline, in respect of any User Survey, means the baseline set in accordance with Schedule 20 (Communication);

Binary Sections means each of the sections of the P2Wk Roads as defined in Table 5 of Appendix 2;

Carriageway means either the northbound or the southbound carriageway of the P2Wk Main Alignment, incorporating all Lanes and Shoulders in the applicable direction;

Chainage means:

- (a) with reference to a point on the P2Wk Main Alignment, that point measured to the nearest metre (with the northern demarcation point of the P2Wk Main Alignment represented by Chainage 0 and the southernmost demarcation point of the P2Wk Main Alignment represented by a Chainage to be determined in the Location Supplement);
- (b) with reference to a point on the exit Ramp:
 - (i) where the point is Upstream from the Demarcation for that Ramp, that point will have a Chainage equal to the Chainage of the nearest point of the nearest Lane; and
 - (ii) where the point is Downstream from the Demarcation for that Ramp, that point will not have a Chainage attributed to it and will form part of the relevant Fixed Zone;
- (c) with reference to a point on the entry Ramp:
 - (i) where the point is Downstream from the Demarcation for that Ramp, that point will have a Chainage equal to the Chainage of the nearest point of the nearest Lane; and
 - (ii) where the point is Upstream from the Demarcation for that Ramp, that point will not have a Chainage attributed to it and will form part of the relevant Fixed Zone;

Charge means the charge imposed, on the occurrence of a Charge Event, under paragraph 3 of this Schedule 13;

Charge Event means any:

- (a) Road Crash (Fatality); and/or
- (b) Road Crash (Serious Injury),

but excludes any Road Crash (No Significant Causal Factor);

Closure Event means a Rockfall Event of a magnitude specified in Column 2, Column 3 or Column 4 of the table set out in the definition of Maximum Closure Period;

Closure Period means:

- (a) in respect of a Lane, a Ramp and/or a Shoulder and a Required Closure, the period between that Lane, that Ramp and/or that Shoulder being closed by order of a Lane Closing Authority and the time at which that Lane, that Ramp and/or that Shoulder is able to be re-opened under the Lane Closure Protocols; or
- (b) in respect of a Lane, a Ramp and/or a Shoulder and a Requested Closure, the period specified in accordance with the Lane Closure Protocols;

Conflicting Traffic Movement means the Traffic Movements identified as such in tables 4-9 of Appendix 3;

Criticality means the level of importance of any specific Traffic Movement, as updated in accordance with paragraph 13, with such levels defined as "High", "Medium" or "Low" in Table 2 of Appendix 3;

Day means each period from 5am until, but excluding, the following 8pm;

Deductions means any KPI Deductions and any Unavailability Deductions;

Degraded Mode Period means, in respect of a Traffic Movement, each period:

- (a) commencing at any time at which:
 - (i) MPLOS is LOS C or worse in respect of that Traffic Movement; and
 - (ii) the Volume Cap is exceeded in respect of that Traffic Movement; and
- (b) ceasing at the time at which (for a continuous period of 30 minutes or more):
 - (i) MPLOS is LOS C or better in respect of that Traffic Movement; and
 - (ii) the Volume Cap is not exceeded in respect of that Traffic Movement,

Demarcation means the demarcation for each Ramp, North Eastern Leg, North Western Leg and the Northern Intersection set out in Table 1 (Fixed Zones and Demarcations) of Appendix 3 (Zones) to this Schedule 13;

Downstream means, in respect of a point on a Carriageway or Ramp, the mandated direction of travel from that point on the relevant Carriageway or Ramp;

Excluded Road Crash means, for the purposes of KPI 03 only:

- (a) any Road Crash of a minor and inconsequential nature; or
- (b) any Road Crash occurring during a Traffic Management Event undertaken by a person (for the purposes of this definition the **Traffic Manager**) where either:
 - (i) the Traffic Manager was, at the time of the Road Crash, complying with its obligations under COPTTM; or
 - (ii) the Traffic Manager (not being a Contractor Related Person) was, at the time of the Road Crash, not complying with its obligations under COPTTM and the Road Crash occurred before the earlier of:
 - (A) the time at which the Contractor should, having regard to the location of the breach of COPTTM and acting in accordance with Good Industry Practice, have arrived at the scene to remove the Traffic Manager or require and enforce compliance with COPTTM; and
 - (B) 20 minutes (Day) or 30 minutes (Night) after the time the Contractor became aware of the relevant breach of COPTTM,

without limitation to its actual knowledge the Contractor will be deemed to have become aware of any breach of COPTTM, where detected by the Monitoring Technology, at the time at which it was detected by the Monitoring Technology;

Fatality means a person dies:

- (a) in a Road Crash; or
- (b) within 30 days after a Road Crash, as a result of injuries sustained in that Road Crash;

Fifteen Minute Period means, with reference to an Unavailability Event:

- (a) the period of 15 minutes commencing on the occurrence of that Unavailability Event; and

- (b) each subsequent period of 15 minutes commencing on expiry of the immediately preceding 15 minutes,

provided that the period of 15 minutes in which the relevant Unavailability Event is remedied or ceases to apply will be rounded to the nearest 15 minutes, with the effect that where such period is rounded down it will not comprise a Fifteen Minute Period, or where such period is rounded up it will comprise a Fifteen Minute Period;

Fixed Zone means each Fixed Zone set out in Table 1 (Fixed Zones and Demarcations) of Appendix 3 (Zones) to this Schedule 13;

Foam Bitumen Maintenance has the meaning given to it in Schedule 12.

High Volume Day or **HVD** means a day that is:

- (a) a Public Holiday;
- (b) the day before and the day after a Public Holiday;
- (c) where a Public Holiday falls on a weekend, the Friday before and the Monday following that weekend;
- (d) where a Public Holiday falls on a Friday or a Monday, the weekend immediately following or preceding, respectively, that Public Holiday;
- (e) any weekend between and including the weekend prior to the third week of December and the first weekend in February; and
- (f) a day between (and including) the day two Business Days prior to Christmas Day in any year and the Sunday of the second full week following New Year's Day in the next year;

ICI Closure means, in respect of a Road Crash (Fatality) or a Road Crash (Serious Injury), the second or any subsequent closure of one or more Lanes, Shoulders and/or Ramps required by the ICI to prepare the ICI Report in respect of that Road Crash (Serious Injury);

ICI Report means a report prepared by an ICI in respect of a Road Crash (Fatality) or a Road Crash (Serious Injury) in accordance with paragraph 6 (ICI Reports);

Incident Response means the time at which the Contractor arrives at the scene of an AMM Incident and commences its response to the Incident in accordance with its obligations under Schedule 12 (Service Requirements);

Independent Crash Investigator or **ICI** means an Independent Crash Investigator appointed by the parties to prepare an ICI Report in relation to a Road Crash (Fatality) or a Road Crash (Serious Injury);

KPI Table means Table 2 as set out in Appendix 1 to Schedule 13 (Performance Regime);

Lane means a defined lane comprising part of the P2Wk Roads, and excludes any Shoulder or Ramp;

Lane Closing Authority means any person with the legal power or authority, including any delegated power or authority, to close a road or any part of a road to traffic, however for the purposes of this Schedule 13, no exercise of any such delegated power or authority by the Contractor nor any Contractor Personnel will give rise to relief unless otherwise expressly provided for in this Schedule 13;

Lane Closure Protocols means the lane closure protocols prepared by the Contractor in accordance with Schedule 9 (Operative Documents) and Finalised under the Review Procedures;

Limit Line means, in respect of any Traffic Movement, the location at which vehicles enter the relevant intersection as specified in Table 2 of Appendix 3;

Location Supplement means the location supplement prepared by the Contractor in accordance with Schedule 9 (Operative Documents) and Finalised under the Review Procedures;

Low Volume Day or **LVD** means any day that is not a High Volume Day;

Mainline Zone means any part of a Carriageway;

Matrix Table means each of tables 4 to 9 (inclusive) set out in Appendix 3;

Maximum Closure Period means, in respect of a Rockfall Event leaving Rockfall Material on the P2Wk Roads, the maximum period of time the Contractor may close any Segment, being a Lane, Ramp, Shoulder or any combination of Lanes, Ramps and Shoulders, of the P2Wk Roads, or part of the P2Wk Roads, without Deduction as a result of that event, as follows:

Maximum Closure Periods (days, measured on a rolling 24 hour basis from the time of the Rockfall Event)				
Column number	1	2	3	4
Volume of Rockfall Material	≤100m ³	>100m ³ ≤1000m ³	>1000m ³ ≤10,000m ³	>10,000m ³
Access for Emergency Vehicles	0	0	1	3
One Segment or Segments (North Bound or South Bound) meets the Availability Criteria and provides access to and through the affected areas (Total)	0	1	1	<i>Subject to negotiation at the time of the Rockfall Event.</i>
Two Segments (North Bound or South Bound (or one of each)) meet the Availability Criteria and provides access to and through the affected areas (Total)	0	1	1	<i>Subject to negotiation at the time of the Rockfall Event.</i>
All Segments meet the Availability Criteria	0	3	3	<i>Subject to negotiation at the time of the Rockfall Event.</i>

Measured PLOS or **MPLOS** has the meaning given to that term in paragraph 17 (MPLOS Calculation);

Measured Volume or **MV** has the meaning given to that term in paragraph 17 (MPLOS Calculation);

Measurement Post means for any specific Traffic Movement, the location of the Measurement receiver placed after the Traffic Movement as set out in Table 2 of Appendix 3;

Measurement Prior means for any specific Traffic Movement, the location of the Measurement receiver placed prior to the Traffic Movement as set out in Table 2 of Appendix 3;

Monitoring Technology means the Contractor's monitoring technology in respect of the P2Wk Roads at any time, including but not limited to measurement receivers at Measurement Prior or Measurement Post and their associated software and hardware;

Motorway Boundaries means the boundaries of the motorway comprised within the P2Wk Operating Site, as set out in Schedule 5 (Property) (provided that if there are any differences between the final gazetted motorway boundaries and those set out in Schedule 5 (Property), the gazetted boundaries will prevail);

Night (except where used in the context of Unavailability Time Periods) means each period from 8pm until, but excluding, the following 5am;

Non-occupant means a person who was, at the time of a Road Crash, not an occupant of a vehicle;

North Bound or NB means the northbound Lanes and associated Shoulders and Ramp comprising part of the P2Wk Roads;

North Eastern Leg has the meaning given to that term in Appendix 3 Table 1;

North Western Leg has the meaning given to that term in Appendix 3 Table 1;

Northern Connection Intersection means a zone in respect of which the Predictable Journey KPI applies, as more particularly described in Table 2 (Northern Connection Intersections) of Appendix 3 (Zones);

Northern Intersection has the meaning given to that term in Appendix 3 Table 1;

Obstruction Failure means:

- (a) the Contractor has been advised or has otherwise become aware that an obstruction (including but not limited to vegetation, rockfall, litter, refuse, debris, detritus, animals and animal remains) or any other item that could cause a safety issue is on or affecting the P2Wk Roads; and
- (b) the Contractor's Incident Response has not occurred within the lesser of:
 - (i) the time at which the Incident Response should have occurred, having regard to the location of the Incident and acting in accordance with Good Industry Practice; and
 - (ii) 20 minutes (Day) or 30 minutes (Night) after the time the Contractor became aware of the obstruction as set out in paragraph (a) above;

Other Responder Incident means an Incident to which the Contractor is not required to respond as part of the AMM Services, until the time (if any) at which such Incident becomes an AMM Incident;

Performance Level of Service or PLOS means a level of average delay per vehicle represented by bands A to F in the table below:

Performance Level of Service	Average delay per vehicle (in seconds, d)
A	$d \leq 10$
B	$10 < d \leq 20$
C	$20 < d \leq 35$
D	$35 < d \leq 50$
E	$50 < d \leq 70$
F	$70 < d$

PJ KPI Inputs means all direct or indirect inputs required to calculate the Predictable Journey KPIs (including, without limitation, PreIA and PostIA) that have not been established under this Agreement prior to the Service Commencement Date;

PJ Measurement Technology means the Contractor's technology used to measure Travel Time for the purposes of the Predictable Journey KPIs from time to time, including but not limited to measurement receivers at Measurement Prior or Measurement Post and their associated hardware and software;

PJ Unavailability means that the PJ Measurement Technology is not recording traffic passing through each Traffic Movement generally (or, where specific standards for the availability of PJ Measurement Technology are agreed between the parties at any time after Financial Close, that those availability standards are not met);

Pre-agreed Deduction means all Charges, Deductions, and amounts payable by or recoverable from the Contractor under clauses 25.9 (Delays – liquidated damages), 29.5 (Snagging Defects) and/or 29.8 (Planned Close-out Dates) of the Base Agreement;

Predictable Journey KPI means each of KPI 01A, KPI 01B and KPI 01C, as applicable, to apply to each Northern Connection Intersection and the Ramps;

Public Holiday means a day specified in section 44(1) of the Holidays Act 2003, and includes the day on which the Auckland provincial anniversary is observed;

Ramp means Ramp NB and Ramp SB;

Ramp NB has the meaning given to that term in Appendix 3 Table 1;

Ramp SB has the meaning given to that term in Appendix 3 Table 1;

Relevant Event has the meaning given to that term in paragraph 4.1 (Mitigation);

Relieved Planned Maintenance has the meaning given to it in Schedule 12;

Requested Closure means a closure of one or more Lanes, Shoulders and/or Ramps agreed to by the Transport Agency under the Lane Closure Protocols;

Required Closure means that one or more Lanes, Shoulders and/or Ramps is required to be closed by order of a Lane Closing Authority (which includes the Contractor and Contractor Personnel but only acting, to the extent specified for the applicable category of Required Closure, in accordance with the Lane Closure Protocols);

Required Closure (Environmental) means a Required Closure ordered as a result of weather or other environmental conditions, including flooding, landslides, mudslides and rockfalls;

Required Closure (Maintenance) means a Required Closure ordered in order to perform Relieved Planned Maintenance;

Required Closure (Other) means an ICI Closure and any other Required Closure that does not comprise a Required Closure (Road Crash), Required Closure (Maintenance) or Required Closure (Environmental);

Required Closure (Road Crash) means a Required Closure ordered as a result of a Road Crash, but excludes an ICI Closure;

Required Closure Instruction means an instruction given by a Lane Closing Authority to the Contractor under the Lane Closure Protocols to close one or more Lanes, Shoulders and/or Ramps;

Response Time Extension means, in respect of a Required Closure (Road Crash) or a Shoulder Located Vehicle, and in respect only of the affected part of the site of any AMM Incident, the period of time, if any:

- (a) during which the Contractor is excluded from that part of the site by express direction of the crash investigation unit of the New Zealand Police or by the Fire Service (with such period to cease when the Contractor is notified by the crash investigation unit of the New Zealand Police or Fire Service, as applicable, that it may access the relevant part of the site);
- (b) during which the Contractor is not, by Law or direction of the New Zealand Police or Fire Service, permitted to remove any Shoulder Located Vehicle;
- (c) during which the Contractor is directed by the Transport Agency not to undertake any part of the Services on the relevant part of the Site; and/or
- (d) in circumstances where any member of the public involved in the relevant AMM Incident refuses to comply with the instructions of the Contractor, the Contractor has used its reasonable endeavours to achieve the required co-operation and, if this has not been achieved, has initiated a call to the New Zealand Police in respect of the relevant person (with the period of extension to commence with the call to the New Zealand Police and to cease when the relevant person has either provided the required co-operation or has been removed from the site):

Road Crash means a collision on the P2Wk Roads between a motor vehicle or trailer and:

- (e) one or more other motor vehicles or trailers;
- (f) any barrier, post, signage or other temporary or permanent element of the infrastructure comprising the P2Wk Roads; and/or
- (g) (subject to paragraph 4.5 (Non-occupants)) any person or animal, or any object, obstruction or debris permanently or temporarily present on the P2Wk Roads with or without lawful permission;

Road Crash (Fatality) means that a Road Crash occurs and results in one or more Fatalities;

Road Crash Location means, in respect of a Charge Event, the Chainage determined by the ICI under paragraph 6.5 (ICI Reports) and specified in the relevant ICI Report;

Road Crash (No Significant Causal Factor) means a Road Crash (Fatality) or a Road Crash (Serious Injury) where no Significant Causal Factor is identified in the ICI Report relating to that Road Crash;

Road Crash (Serious Injury) means that a Road Crash occurs and results in one or more Serious Injuries;

Rockfall Event means a landslide or mudslide, other than a landslide or mudslide:

- (a) directly caused by a Natural Disaster Event; or
- (b) that is a result of the Contractor's actions;

Rockfall Material means material from a Rockfall Event measured as follows:

- (a) for the purpose of determining the Rockfall Material to be measured:
 - (i) it is limited to the material that falls as a result of a Rockfall Event, from a slope adjoining the P2Wk Roads and over a side protection barrier or where there is no side protection barrier, onto the Shoulder or the Lane; and
 - (ii) it excludes any material that falls over the side protection barrier or onto the Shoulder or the Lane in the process of clearing the material from the Rockfall Event; and
- (b) for the purpose of measuring the volume of Rockfall Material:
 - (i) the volume shall be calculated from a vertical line directly above the centre of the side protection barrier or the external edge of the sealed Shoulder (as applicable) and include all Rockfall Material on the road side of that line from any one slip escarpment;
 - (ii) the Rockfall Material from each individual slip escarpment will be separately measured;
 - (iii) the measurement of any Rockfall Material will be limited to Rockfall Material within a 12 hour period after the initial Rockfall Event that caused the Rockfall Material; and
 - (iv) the calculation of the volume of Rockfall Material will be made assuming that the Rockfall Material from previous Rockfall Events (for the avoidance of doubt, including any Rockfall Material outside of the 12 hour period as described in the paragraph above) was already removed;

Serious Injury means fractures, concussion, internal injuries, crushings, severe cuts and lacerations, severe general shock, and any other similarly severe injury which, in each case, involves or requires hospital treatment, and **Seriously Injured** shall have a corresponding meaning;

Shoulder means a defined shoulder comprising part of the P2Wk Roads, provided that where a Shoulder is temporarily used or designated as a Lane by notice from the Contractor to the Transport Agency, that Shoulder will be deemed to be a Lane;

Shoulder Located Vehicle means a motor vehicle or trailer that is either broken down, abandoned or otherwise left wholly (or as wholly as is practical taking into account the size of the vehicle or trailer and any other physical constraints) within a Shoulder, whether or not by order of any emergency services provider, but excluding any motor vehicle or trailer that is so located as a result of a Road Crash;

Significant Causal Factor means any of the following that is determined, in accordance with paragraph 6 (ICI Reports), to comprise a Significant Causal Factor in respect of a Road Crash:

- (a) the geometric configuration of the road;
- (b) the surface of the road (including pavement markings and raised pavement markers);
- (c) the performance of a type of barrier, road furniture or gantry;
- (d) ponding or flowing water on the road surface;
- (e) vegetation encroaching on the road or obstructing sight lines;
- (f) an Obstruction Failure;
- (g) the Contractor's breach of its lighting obligations under this Agreement;
- (h) the Contractor's breach of its signage obligations under this Agreement; or
- (i) temporary traffic management undertaken by the Contractor or a Contractor Related Party at the time of the Road Crash;

and each of paragraphs (a) to (i) above represents a category of Significant Causal Factor;

Single Charge Event means, in respect of any Charge Event, that Charge Event and any additional or incremental Charge Event occurring between the time the Contractor is notified or becomes aware of the first Charge Event and the earlier of:

- (a) the Contractor's arrival at the scene of the Charge Event to undertake its Incident Response;
- (b) the time at which the Contractor should, having regard to the location of the Charge Event and acting in accordance with Good Industry Practice, have arrived at the scene of the Charge Event to undertake its Incident Response; and
- (c) 20 minutes (Day) or 30 minutes (Night) after the time the Contractor is notified or becomes aware of the first Charge Event;

South Bound or **SB** means the southbound Lanes and associated Shoulders and Ramp comprising part of the P2Wk Roads;

Systemic Event, with reference to any Relevant Event, refers to:

- (a) the Road Crash Location of that Relevant Event being within the Systemic Zone of a Charge Event that occurred within the 10 years prior to that Relevant Event;
- (b) any previous Charge Event that was recorded as having one or more of the same categories of Significant Causal Factors as was recorded in respect of the Relevant Event; and
- (c) both a previous Charge Event and the Relevant Event occurring during (and with proximity to) a traffic management event which is managed by the Contractor or a Contractor Related Person;

Systemic Zone means, in relation to a Charge Event, the Systemic Zone attributed to that Charge Event in accordance with paragraph 5 (Systemic Zones);

Thirty Minute Period means, in respect of any hour (x), each of the following time periods (in minutes):

- (a) x.00 until (but excluding) x.30; and

- (b) x.30 until (but excluding) x.60;

Traffic Management Event means:

- (a) any activity (as defined in COPTTM);
- (b) the provision of temporary traffic management; and/or
- (c) any activity undertaken under a Traffic Management Plan (as defined in COPTTM);

Traffic Movement means each type of traffic movement for a Northern Connection Intersection, as more particularly described in Table 2 (Northern Connection Intersections) of Appendix 3 (Zones);

Travel Time means, in respect of a Traffic Movement, the time (in seconds) taken for a vehicle to travel between Measurement Prior and Measurement Post in respect of that Traffic Movement (and any vehicle recorded at only one of such points shall be disregarded for the purposes of calculating Travel Time);

Tunnel Section means the P2Wk Main Alignment between:

- (a) the northern boundary of the exit to or entry from the P2Wk Main Alignment to or from each Ramp; and
- (b) the southern boundary of the P2Wk Operating Site;

Unavailability Deductions means deductions imposed as a result of any Unavailability Event in accordance with paragraph 19 of Schedule 13 (Performance Regime);

Unavailability Direction means, as applicable, North Bound or South Bound;

Unavailability Event means a Lane, Ramp, Shoulder (or any combination of Lanes, Ramps and Shoulders) does not meet the applicable Availability Criteria;

Unavailability Points means points calculated in accordance with Appendix 2 to Schedule 13 (Performance Regime) for the purpose of quantifying Unavailability Deductions;

Unavailability Section means each of the following sections of the P2Wk Roads:

- (a) the P2Wk Main Alignment;
- (b) the Northern Intersection;
- (c) the North Western Leg;
- (d) the North Eastern Leg; and
- (e) the Ramps,

Unavailability Segment means any Lane, Ramp, Shoulder or any combination of Lanes, Ramps and Shoulder that is subject to an Unavailability Event;

Unavailability Tables means tables 6 to 9 set out in Appendix 2 to Schedule 13 (Performance Regime);

Unavailability Time Periods means, in respect of any day, each of the following time periods:

- (a) the **AM Peak** comprising:
 - (i) on weekends and Public Holidays, 7.00 am until, but excluding, 2.00 pm; and
 - (ii) on all other days, 5.00 am until, but excluding, 2.00 pm;
- (b) the **PM Peak** (comprising 2.00 pm until, but excluding, 8.00 pm); and
- (c) **Night** comprising:
 - (i) on weekends and Public Holidays, 8.00 pm until, but excluding, 7.00 am; and
 - (ii) on all other days, 8.00 pm until, but excluding, 5.00 am;

Unexpected Traffic Circumstance means the occurrence of any one or more of the following:

- (a) unplanned protests, strikes and/or marches (to the extent not comprising an Intervening Event);
- (b) un-notified restrictions on the flow of traffic in respect of a Traffic Movement as a result of checks, tests and/or inspections being undertaken by emergency services or Transport Agency Personnel;
- (c) the use of ramp signals at the Pūhoi Southbound Entry ramp;
- (d) where a boom gate on the P2Wk Main Alignment is closed at the direction of, or in accordance with the terms of any agreed protocol with, the Transport Agency or ATOC; and
- (e) the cycle time for Traffic Movements at NC3 operating outside the parameters set out in Table 10 of Appendix 3 to this Schedule (excluding where the operating parameters are altered in a manner that has no adverse impact on traffic flow);

Upstream means, in respect of a point on a Carriageway or Ramp, the direction opposite to the mandated direction of travel from that point on the relevant Carriageway or Ramp;

Volume Cap means:

- (a) in respect of a Traffic Movement, the volume cap applicable to that Traffic Movement as more particularly described in Table 2 (Northern Connection Intersections) of Appendix 3 (Zones); and
- (b) in respect of a Conflicting Traffic Movement, the volume cap identified in accordance with paragraph 16 (Setting Volume Caps for Conflicted Traffic Movements);

Volume Measurement Technology means the Contractor's traffic volume measurement technology from time to time;

Wider Network Event means an event or circumstance occurring outside the P2Wk Operating Site that impedes traffic exiting the P2Wk Operating Site and:

- (a) includes, without limitation, any tailback or stoppage of traffic caused by an obstruction outside the P2Wk Operating Site; and
- (b) excludes any event or circumstance to the extent caused or contributed to by the Contractor;

Part 1 – Performance Standards and Remedies

1. Performance Standards and remedies

1.1 Charge Events

- (a) The Contractor must design and construct the P2Wk Project, and provide the AMM Services, to a standard that prevents and precludes any Charge Events from occurring.
- (b) The parties agree that the Contractor will only be liable for Charges in relation to Charge Events which occur on and from the Service Commencement Date.

1.2 Key Performance Indicators

The Contractor must:

- (a) in undertaking the Works Provisioning, at all times comply with the Key Performance Indicators set out as KPIs 04, 06, 08, 10 and 12 of the KPI Table; and
- (b) in providing the AMM Services, at all times comply with each of the Key Performance Indicators set out in KPI 01A to KPI 12 of the KPI Table.

1.3 Availability

The Contractor must ensure that, from Service Commencement, the Availability Criteria are continuously met, subject to the terms of this Schedule, for each Lane, Ramp and Shoulder.

1.4 Application

The parties agree that this Schedule 13 (Performance Regime) only applies to Charge Events, KPI Breaches and Unavailability Events that occur (prior to Service Commencement) within the area subject to the P2Wk Construction Lease and (on and following Service Commencement) the P2Wk Operating Site.

2. The Transport Agency's remedies

- (a) The Transport Agency's sole remedies:
 - (i) where a Charge Event occurs, are:
 - (A) the imposition of the Charges set out in Part 2 of this Schedule 13; and
 - (B) the imposition of Service Failure Points in accordance with this Schedule 13, and the consequences of the imposition of Service Failure Points in accordance with this Agreement;
 - (ii) where a KPI Breach occurs, are:
 - (A) the imposition of a KPI Deduction in accordance with this Schedule 13 and Schedule 14 (Payment Mechanism); and

- (B) the imposition of Service Failure Points in accordance with this Schedule 13, and the consequences of the imposition of Service Failure Points in accordance with this Agreement;
- (iii) where an Unavailability Event occurs, are:
 - (A) the imposition of an Unavailability Deduction in accordance with this Schedule 13 and Schedule 14 (Payment Mechanism); and
 - (B) the imposition of Service Failure Points in accordance with this Schedule 13, and the consequences of the imposition of Service Failure Points in accordance with this Agreement,

in each such case:

- (iv) together with, where applicable, the remedies available to the Transport Agency under clause 49.1 (Obligation to pay and sole remedy) of the Base Agreement; and
 - (v) without prejudice to the Contractor's obligation to remedy the underlying circumstances giving rise to the KPI Breach, where the same is capable of remedy.
- (b) The Contractor acknowledges that this Agreement is a performance-related contract under which it must, to earn or be paid the full Unitary Charge without deduction, provide the Services to a standard where:
- (i) no Charge Events occur;
 - (ii) no Unavailability Events occur; and
 - (iii) no KPI Breaches occur.

The parties acknowledge that each Pre-agreed Deduction, to the extent it comprises liquidated damages payable by or recoverable from the Contractor:

- (iv) represents a genuine pre-estimate of the Losses attributable to the circumstances giving rise to that Pre-agreed Deduction; and
- (v) is recoverable by the Transport Agency in its own right and, as applicable, by or for and on behalf of the Crown.

Part 2 – Charge Events

3. Charge Events

3.1 Occurrence of Road Crash or Charge Event

If a Road Crash (Fatality) or Road Crash (Serious Injury) occurs:

- (a) without prejudice to its other obligations under this Agreement, the Contractor must give the Transport Agency notice of such Road Crash as soon as reasonably practicable during or following its occurrence and in any event:
 - (i) such notice must be given verbally to the Transport Agency's Representative within one hour of the Contractor becoming aware of that Road Crash occurring; and
 - (ii) such notice must be given in writing within five Business Days of the Contractor becoming aware of that event occurring.

For the avoidance of doubt, the notices referred to in this paragraph 3.1(a) are in addition to any reports or notices that the Contractor is required to deliver under Schedule 21 (Reporting); and

- (b) where the Road Crash comprises a Charge Event, the Contractor will pay to the Transport Agency (and the Transport Agency may recover as Moneys Owing) the amounts set out in paragraph 3.2 (subject, where applicable, to paragraphs 2(c)(ii) and 4 (Charge Event Relief)).

3.2 Calculation of Charges

- (a) If a Charge Event comprising a Road Crash (Fatality) occurs, the Charge payable for that Charge Event will be the aggregate of:
 - (i) \$515,000 for each motor vehicle in which the driver and/or any other occupants of that motor vehicle is a Fatality; and
 - (ii) subject to paragraph 4.5, \$515,000 where there are one or more people (other than the driver or any other occupants of a motor vehicle) who are Fatalities as a result of that Road Crash (Fatality).
- (b) If a Charge Event comprising a Road Crash (Serious Injury) occurs, the Charge payable for that Charge Event will be the aggregate of:
 - (i) \$155,000 for each motor vehicle in which a driver and/or any other occupants of that motor vehicle is Seriously Injured as a result of that Road Crash; and
 - (ii) subject to paragraph 4.5, \$155,000 where there are one or more people (other than the driver and/or any other occupants of a motor vehicle) who are Seriously Injured as a result of that Road Crash (Serious Injury).
- (c) If a Road Crash occurs in which there is a combination of one or more Fatalities and one or more Serious Injuries, the Charge payable for that Charge Event will be the aggregate of:

- (i) \$515,000 for each motor vehicle in which there is one or more Fatalities and one or more Serious Injuries as a result of that Road Crash;
- (ii) subject to paragraph 4.5, \$515,000 where there are one or more people (other than the driver and any other occupants of a motor vehicle) who are Fatalities and there are one or more people (other than the driver and any other occupants of a motor vehicle) who are Seriously Injured as a result of that Road Crash;
- (iii) \$155,000 for each motor vehicle in which there is one or more Serious Injuries and no Fatalities as a result of that Road Crash; and
- (iv) subject to paragraph 4.5, \$155,000 where there are one or more people (other than the driver or any other occupants of a motor vehicle) who are Seriously Injured (but no such persons are Fatalities) as a result of that Road Crash.

4. Charge Event Relief

4.1 Mitigation

Where any Charge Event occurs (the **Relevant Event**), the Charges applicable to that Relevant Event will be reduced, where applicable, as set out in this paragraph 4.

4.2 Application of Mitigation

- (a) Where the Relevant Event includes a Road Crash (Fatality) and:
 - (i) there are no Systemic Events applicable to the Relevant Event, then each reference to '\$515,000' in paragraph 3.2 will be substituted with '\$205,000' for the purposes of that Relevant Event;
 - (ii) there is one Systemic Event applicable to the Relevant Event, then each reference to '\$515,000' in paragraph 3.2 will be substituted with '\$360,000' for the purposes of that Relevant Event; and
 - (iii) there are two or more Systemic Events applicable to the Relevant Event, then paragraph 3.2 will apply without alteration or mitigation to that Relevant Event.
- (b) Where the Relevant Event includes a Road Crash (Serious Injury) and:
 - (i) there are no Systemic Events applicable to the Relevant Event, then each reference to '\$155,000' in paragraph 3.2 will be substituted with '\$55,000' for the purposes of that Relevant Event;
 - (ii) there is one Systemic Event applicable to the Relevant Event, then each reference to '\$155,000' in paragraph 3.2 will be substituted with '\$105,000' for the purposes of that Relevant Event; and
 - (iii) there are two or more Systemic Events applicable to the Relevant Event, then paragraph 3.2 will apply without alteration or mitigation to that Relevant Event.

4.3 Multiple Systemic Events

For the purposes of paragraph 4.2:

- (a) where any Charge Event prior to the Relevant Event would have comprised more than one Systemic Event in respect of the Relevant Event, that Charge Event will be deemed to comprise a single Systemic Event in assessing the Charge attributable to that Relevant Event; and
- (b) where no less than three Charge Events (including the Relevant Event) have occurred, paragraphs 4.2(a)(iii) or 4.2(b)(iii) (as applicable) will be triggered in respect of that Relevant Event where any combination of two or more previous Systemic Events apply to that Relevant Event.

4.4 **Fatality not as a result of a Road Crash**

- (a) Where a Coronial Finding concludes that a person who was found dead at the scene of a Road Crash died of causes other than the Road Crash, that death will be not be included as a Fatality for the purpose of calculating any amount payable by the Contractor to the Transport Agency under paragraph 3.1 (Occurrence of Road Crash or Charge Event) of this Schedule 13. For the avoidance of doubt, this relief only applies to that person and does not relieve the Contractor from the obligation to pay other amounts payable where the relevant Road Crash resulted in other Fatalities or Serious Injuries.
- (b) If the conclusions of the Coronial Finding of a Road Crash become known to the Transport Agency after any amounts have been calculated in accordance with paragraph 3.2 of this Schedule 13 in relation to that Road Crash, the calculation will be re-performed taking into account the conclusions of the Coronial Finding. If the re-performed calculation results in a change to the amount paid or payable by the Contractor to the Transport Agency then:
 - (i) if the Contractor has not made a payment to the Transport Agency, the amount payable will be adjusted to incorporate the results of the re-performed calculation; and
 - (ii) if the Contractor has paid some or all of the amount calculated before the conclusions of the Coronial Finding were known to the Transport Agency, the re-performed calculation will be compared to the original calculation in relation to that Charge Event and:
 - (A) any amount payable by the Contractor to the Transport Agency will be paid in accordance with paragraph 7.1 of this Schedule 13; and
 - (B) any amount payable by the Transport Agency to the Contractor will be paid within ten Business Days after the re-calculation is completed.

4.5 **Non-occupants**

- (a) A Fatality of or Serious Injury to a Non-occupant will only comprise a Charge Event if that Fatality or Serious Injury occurs following AMM Incident Commencement, and in the proximity of that Incident, after the earlier of:
 - (i) the time at which the Contractor should, having regard to the location of the Incident and acting in accordance with Good Industry Practice, have arrived at the scene to undertake its Incident Response; and
 - (ii) the time 20 minutes (Day) or 30 minutes (Night) after the time of AMM Incident Commencement.

- (b) A Fatality of or Serious Injury to a Non-occupant will not comprise a Charge Event if that Fatality or Serious Injury occurs:
 - (i) following and in the proximity of an AMM Incident, after the Contractor reached the location of the AMM Incident; or
 - (ii) during and in the proximity of a Traffic Management Event;
 and:
 - (iii) the Non-Occupant had refused to leave the relevant element of the P2Wk Infrastructure despite the Contractor using reasonable endeavours to procure the same (provided the Contractor shall not be required to breach any law or health and safety obligation in complying with such reasonable endeavours obligation); and
 - (iv) following the Contractor having used its reasonable endeavours as set out in paragraph 4.5(b)(iii) above, the Contractor had initiated a call to the New Zealand Police in respect of the Non-occupant.

4.6 Caps on liability for certain Charges

- (a) Notwithstanding any other provision of this Agreement, the Contractor's Liability to make payment to the Transport Agency for Charges under this Schedule 13 is capped at the amounts set out in this paragraph 4.6.
- (b) The maximum amount payable by the Contractor to the Transport Agency under paragraph 3 (Charge Events) in respect of any Single Charge Event will be \$1,000,000 (Indexed).

5. Systemic Zones

5.1 Systemic Zones

- (a) Each Charge Event will be attributed one Systemic Zone in accordance with this paragraph 5 and paragraph 6.5. The Contractor must keep a record of all Systemic Zones and provide full details of the same to the Transport Agency on request.
- (b) Each Systemic Zone will be attributed based on the Chainage of the Road Crash Location of the relevant Charge Event. Each Charge Event will be attributed to one of the following categories of Systemic Zone:
 - (i) a Mainline Zone; or
 - (ii) a Fixed Zone.
- (c) Where a Charge Event occurs within a Mainline Zone, the Systemic Zone attributable to that Road Crash will be the distance between the Chainage 200 metres Upstream of the Road Crash Location and the Chainage 200 metres Downstream of the Road Crash Location.
- (d) Where a Charge Event occurs within a Fixed Zone, the Systemic Zone attributable to that Charge Event will comprise that entire Fixed Zone.
- (e) In this paragraph 5 all references to 'between' mean 'between and including'.

6. ICI Reports

6.1 Purpose of ICI Reports

The Transport Agency will procure an ICI Report in respect of any Road Crash (Fatality) or Road Crash (Serious Injury). The parties agree that the purpose of ICI Reports to be procured under this paragraph 6 is to ascertain:

- (a) the Road Crash Location of any Road Crash comprising a Charge Event;
- (b) whether or not there were any Significant Causal Factors to the Road Crash; and
- (c) whether there was any other primary or major cause of the Road Crash.

6.2 Independence

The ICI is to be an independent third party appointed to use its own professional judgement in undertaking its role under this paragraph 6. The ICI will not be entitled to receive a copy of this Schedule 13 for the purposes of undertaking its role and will be required to act strictly within the terms of its engagement.

6.3 Terms of engagement

The terms of the ICI's engagement must, no later than 12 months prior to the Planned Service Commencement Date, be established in accordance with Appendix 4 (ICI Engagement). The terms of engagement must be consistent with this paragraph 6, and the parties agree that if they have not mutually agreed the terms of engagement by such date, such failure will be deemed to be a Dispute.

6.4 Significant Causal Factor

The terms of the ICI's appointment must require it to:

- (a) consider each of the categories of Significant Causal Factor and whether one or more of such categories applies to a Road Crash; and
- (b) only state that a category of Significant Causal Factor applies to a Road Crash if, in the professional judgement of the ICI:
 - (i) that Significant Causal Factor:
 - (A) was the primary or a major cause of the Road Crash; and
 - (B) in the absence of that Significant Causal Factor the relevant Road Crash was unlikely to have occurred; or
 - (ii) that Significant Causal Factor:
 - (A) was the primary or a major cause of the relevant Road Crash resulting in a Serious Injury or Fatality (and not a less serious outcome); and
 - (B) in the absence of that Significant Causal Factor the relevant Road Crash was unlikely to have resulted in a Fatality or Serious Injury.

6.5 Establishment of Road Crash Location

When determining the Road Crash Location for a Road Crash, the terms of the ICI's appointment must require it to:

- (a) determine, to the extent practicable based on the information available, the Chainage or point where the first major cause of the applicable Road Crash occurred; or
- (b) to the extent it cannot make an absolute determination of the location of the Road Crash in accordance with paragraph 6.5(a), make a reasonable estimation of the Chainage or point where the first major cause of the applicable Road Crash occurred.

6.6 Primary Contributing Factor

The terms of the ICI's appointment must also require it to:

- (a) identify, where possible, the primary cause of the Road Crash; and
- (b) identify any other major causes of the Road Crash.

6.7 Costs of ICI Report

- (a) Subject to paragraph 6.7(b), the Transport Agency will bear the costs of preparation and submission of any ICI Report.
- (b) To the extent the costs of preparation and submission of any ICI Report are increased due to any subsequent dispute between Contractor Related Persons in relation to the content of the ICI Report, such increased costs will be borne by the Contractor.

6.8 ICI Report to prevail

If there is any inconsistency between an ICI Report and any reporting provided in respect of the same Charge Event by the Contractor, the ICI Report will prevail.

7. Payment of Charges

7.1 General

- (a) Subject to paragraph 7.2(a), the Contractor must make all payments due in respect of Charges within 10 Business Days after the Transport Agency provides an invoice specifying the amount to be paid by the Contractor in respect of any Charge Event.

7.2 Disputed Charge Event

- (a) If the Contractor disputes:
 - (i) that a Charge Event has occurred; or
 - (ii) the Transport Agency's assessment of the Charge due as set out in the Transport Agency's invoice,

in either case within 10 Business Days after the Transport Agency provides an invoice under paragraph 7.1, payment of the relevant amount must be made by the

Contractor within 10 Business Days after resolution of that dispute in favour of the Transport Agency under the Accelerated Dispute Resolution Procedures.

- (b) For the avoidance of doubt, for the purpose of determining when an amount is payable in respect of a Charge Event and when Service Failure Points are attributable to a Charge Event:
 - (i) if the Charge Event is not disputed, payments are due in accordance with paragraph 7.1 and Service Failure Points (if any) are attributable at the time of the Charge Event occurring; and
 - (ii) if the Charge Event is disputed in accordance with paragraph 7.2(a), payments are due in accordance with paragraph 7.2(a) and Service Failure Points (if any) will be attributed at the time the dispute is resolved under the Accelerated Dispute Resolution Procedures.

Part 3 – Key Performance Indicators and KPI Deductions

8. The Transport Agency's right to make deductions or demand payment

The Transport Agency is entitled to make deductions from the Quarterly Unitary Charge or require payments from the Contractor in accordance with Schedule 14 (Payment Mechanism) and this Part 3.

9. Key Performance Indicators

9.1 General

The Key Performance Indicators are numbered 01A to 12 (inclusive) in the KPI Table.

9.2 Measurement of Key Performance Indicators

Each Key Performance Indicator will be measured on the basis specified in the column entitled 'Measurement' in the KPI Table.

10. KPI Deductions

10.1 General

Where any KPI Breach occurs, the Transport Agency shall:

- (a) where that KPI Breach occurs prior to the Service Commencement Date, invoice the Contractor for an amount equal to that KPI Deduction; or
- (b) where that KPI Breach occurs on or after the Service Commencement Date, make a KPI Deduction from the Quarterly Unitary Charge,

(as applicable) in each case at the level specified in the column for the relevant grade of Key Performance Indicator, as set out in the KPI Table (subject to adjustment in accordance with paragraph 12).

10.2 KPI ratchets

The KPI ratchets for each Key Performance Indicator are specified in the column entitled 'Ratchet', in the same row as the applicable Key Performance Indicator, in the KPI Table.

10.3 Predictable Journey KPIs

- (a) The Contractor must record all information required to measure the Predictable Journey KPIs from the Service Commencement Date.
- (b) Each Predictable Journey KPI will first be tested, with reference to all relevant Thirty Minute Periods from the Service Commencement Date until the end of the Payment Period in which the relevant PJ KPI Inputs, for that Predictable Journeys KPI, are established, agreed or determined under paragraph 14 (Establishment of PJ KPI Inputs). Any Deductions associated with breaches of the relevant Predictable Journey KPI must be included in the Contractor's quarterly report in respect of such Payment Period. For the purposes of determining when Service Failure Points arise in respect

of Deductions referred to in this paragraph 10.3(b), the date of the breaches of the relevant Predictable Journey KPI will be relevant and not the date the Deduction is assessed.

- (c) The parties acknowledge that the time of initial testing of each Predictable Journeys KPI may vary as a result of the time taken to establish the PJ KPI Inputs.

11. **Payment of KPI Deductions prior to Service Commencement Date**

Where a KPI Breach occurs prior to the Service Commencement Date, the Contractor must make all payments due in respect of the applicable KPI Deductions within 10 Business Days after the Transport Agency provides an invoice specifying the amount to be paid by the Contractor in respect of the applicable KPI Breach, and the Transport Agency may recover the same as Moneys Owning.

12. **KPI Deduction Relief**

12.1 **Predictable Journeys KPIs**

- (a) Subject to paragraphs 12.1(b) and 12.1(c), the Predictable Journeys KPIs will not apply in respect of a Traffic Movement for the duration of:
- (i) any Degraded Mode Period in respect of that Traffic Movement;
 - (ii) any Unexpected Traffic Circumstances;
 - (iii) any Wider Network Event (to the extent the Contractor is entitled to relief for the same, in respect of the relevant Traffic Movement, under paragraph 12.2); or
 - (iv) any period in respect of which the Volume Cap for the applicable Traffic Movement is exceeded.
- (b) The Contractor will not be entitled to relief under paragraph 12.1(a) where an Unavailability Event for which the Contractor is not entitled to relief under this Agreement causes or contributes to the Volume Cap for the applicable Traffic Movement to be exceeded.
- (c) If the Contractor:
- (i) is entitled to full or partial relief for an Unavailability Event under paragraph 20.1 (Required Closures) or 20.2 (Requested Closures) and the relevant Unavailability Event causes or contributes to any breach of the Predictable Journeys KPIs, the Contractor will also be entitled to relief, in the same proportion as applies to Unavailability Deductions, for breaches of the Predictable Journeys KPIs during the corresponding period; and
 - (ii) is entitled to relief, under paragraph 20.3 (Closure Events) in respect of any element of the P2Wk Roads comprised by the Northern Connection Intersections, the Predictable Journeys KPIs will not apply during the corresponding period,

provided the Contractor will not be entitled to Predictable Journeys KPI relief in respect of a Required Closure (Maintenance) as a result of Foam Bitumen Maintenance.

12.2 Wider Network Events and Unexpected Traffic Circumstances

Where the Contractor demonstrates to the satisfaction of the Transport Agency (acting reasonably) that, in respect of any Thirty Minute Period:

- (a) a Wider Network Event or Unexpected Traffic Circumstance has occurred and that event or its effects is persisting during all or part of that Thirty Minute Period; and
- (b) the Wider Network Event or Unexpected Traffic Circumstance or its effects has resulted in the Contractor breaching a Predictable Journey KPI in respect of a specific Traffic Movement and that Thirty Minute Period,

then, provided that the Wider Network Event or Unexpected Traffic Circumstance was not directly caused or contributed to by the Contractor or any Contractor Personnel, the Predictable Journeys KPIs will not apply in respect of the affected Traffic Movement for each such Thirty Minute Period.

12.3 Burden of proof

Where the Contractor seeks any relief from KPI Deductions under this paragraph 12, the burden of proving that any claimed grounds of relief exist will be on the Contractor.

13. Traffic Movement Criticality definition

- (a) The Criticality level for each Traffic Movement on Low Volume Days and High Volume Days will be reviewed and updated with effect from the start of each Contract Year commencing after the first anniversary of Financial Close on the basis set out below.
- (b) Each Traffic Movement relating to NC1, NC2 and NC3 will be prioritised and listed separately for Low Volume Days and High Volume Days in descending order of daily peak volume, based on the data from the previous Contract Year, and for each of Low Volume Days and High Volume Days:
 - (i) the ten Traffic Movements with the highest peak volume will be allocated "High" Criticality;
 - (ii) the next ten Traffic Movements, in order of peak volume, will be allocated "Medium" Criticality; and
 - (iii) the remaining ten Traffic Movements will be allocated "Low" Criticality,

provided that the Transport Agency may, from time to time, provide the Contractor notice varying the order of Criticality to apply (but not the size of the Criticality bands), along with an explanation of any such variation.

14. Establishment of PJ KPI inputs

- (a) No later than the 1 December immediately following the Service Commencement Date, the Contractor must propose to the Transport Agency:
 - (i) a reasonable methodology for establishing the PJ KPI Inputs; and
 - (ii) a reasonable approach for seeking to gather the data required to establish all PJ KPI Inputs over a specified period between the third week of December and the third week of the following January (the **Data Period**).

- (b) The Transport Agency will act reasonably in assessing the Contractor's proposed methodology for establishing the PJ KPI Inputs and gathering the relevant data and will advise the Contractor in writing, as soon as practicable following receipt, as to whether it accepts the same or whether it requests any amendments or clarifications.
- (c) The Contractor must use its reasonable endeavours to establish the PJ KPI Inputs, as soon as practicable following the Data Period, based on data gathered during the Data Period. The parties acknowledge that the Contractor's ability to establish definitive PJ KPI Inputs is dependent on certain traffic conditions occurring and that these may or may not occur over the Data Period.
- (d) The Contractor will:
 - (i) to the extent PJ KPI Inputs are able to be set with reference to data collected over the Data Period, provide written notice to the Transport Agency of such PJ KPI Inputs, as soon as practicable after the completion of the Data Period, along with reasonable supporting information; and/or
 - (ii) to the extent PJ KPI Inputs are not able to be set with reference to data collected over the Data Period, provide written notice to the Transport Agency setting out PJ KPI Inputs that cannot be definitively set, and a proposal:
 - (A) setting out a reasonable estimate of the relevant PJ KPI Inputs until they are able to be definitively measured (along with supporting information setting out the basis and rationale for their establishment); and
 - (B) setting out a reasonable methodology for gathering the data required to establish the relevant PJ KPI Inputs at a specified future time,

in each case as soon as reasonably practicable after completion of the Data Period.
- (e) The Transport Agency will act reasonably in assessing any estimate required to establish PJ KPI Inputs and will advise the Contractor in writing, as soon as practicable following receipt, as to whether it accepts the same or whether it requests any amendments or clarifications.
- (f) Any estimated PJ KPI inputs agreed as set out in this paragraph will apply until replaced with a definitive PJ KPI Input.
- (g) Either party may refer any failure to agree on a methodology, input, estimate or approach referenced in this paragraph 14 for resolution under the Accelerated Dispute Resolution Procedures.

15. Measurement location update

- (a) The relevant Traffic Movement's Measurement Prior and Measurement Post locations in Table 2 of Appendix 3 will be updated within 20 Business Days following the relocation of either the Measurement Prior or Measurement Post for any Traffic Movement.
- (b) Either party may, by written notice to the other party with reasonable supporting information, propose that a Traffic Movement's Measurement Prior and Measurement Post location be updated, including to improve the accuracy of such measurement and/or the health and safety implications for the Contractor, Contractor Personnel, the Transport Agency, Transport Agency Personnel and/or Users. The receiving party shall consider any such proposal acting reasonably and in good faith, and shall

respond within 20 Business Days confirming whether such proposal is agreed, agreed subject to conditions or rejected, together with reasons for that response.

- (c) Any such proposal must include details of the proposed changes to each of the elements of Table 2 of Appendix 3 where the same could reasonably be considered to be impacted by the proposal.
- (d) If any proposal or response under paragraph 15(b) would comprise a Change, Part 12 (Changes) of the Base Agreement will apply.

16. Setting Volume Caps for Conflicted Traffic Movements

Volume Caps, in respect of each Conflicted Traffic Movement and each Thirty Minute Period, will be identified from table 'i' as the intersection of the relevant column and row found as follows (with 'i' representing the applicable table from table 4 to table 9 inclusive as set out in Appendix 3):

- (a) first, by selecting the column where the Conflicting Movement 1 volume specified in row A of Table i of Appendix 3 is both:
 - (i) greater than the Measured Volume for the relevant Thirty Minute Period and Traffic Movement specified as Conflicting Movement 1; and
 - (ii) minimised; and
- (b) secondly, by selecting the row where the Conflicting Movement 2 volume specified in Table i of Appendix 3 is both:
 - (i) greater than the Measured Volume for the relevant Thirty Minute Period and Traffic Movement specified as Conflicting Movement 2; and
 - (ii) minimised;

For the avoidance of doubt, the relevant Volume Cap will be assumed to be exceeded for the purpose of Clause 12.1(a) where either:

- (i) the resulting Volume Cap identified by the selected column and row above in Table i of Appendix 3 states "na"; or
- (ii) the Measured Volume for the relevant Thirty Minute Period and Traffic Movement specified as Conflicting Movement 1 is greater than any Conflicting Movement 1 volume specified in Table i of Appendix 3; or
- (iii) the Measure Volume for the relevant Thirty Minute Period and Traffic Movement specified as Conflicting Movement 2 is greater than any Conflicting Movement 2 volume specified in Table i of Appendix 3.

17. MPLOS calculation

Measured PLOS or **MPLOS** means the measured level of service in respect of any Thirty Minute Period (p) and any specific Traffic Movement, calculated in accordance with the following formula:

$$\text{MPLOS}_p = \text{AVTT}_p - (\text{PreIA} + \text{PostIA})$$

where:

MPLOS_p = the measured level of service in respect of any Thirty Minute Period (p) and any specific Traffic Movement

AVTT_p = in respect of a Traffic Movement and a Thirty Minute Period (p), the error-adjusted average Travel Time for that Thirty Minute Period, calculated as follows:

$$\text{AVTT}_p = \frac{\text{AgTT}_p}{\text{TMV}_p} \times (1 - \text{Min}\{\epsilon_{\text{Sample}}, \epsilon_{80\%}\})$$

Where:

AgTT_p = the aggregate Travel Time for a relevant Traffic Movement, in respect of all vehicles measured at both Measurement Prior and Measurement Post during Thirty Minute Period (p);

TMV_p = the aggregate number of all vehicles for a relevant Traffic Movement measured at both Measurement Prior and Measurement Post during Thirty Minute Period (p);

ε_{Sample} = the sample error for the relevant Traffic Movement based on the actual proportion of the population sampled, measured as a percentage and calculated in accordance with the following formula:

$$\epsilon_{\text{Sample}} = z \times \left(\frac{\sigma}{\sqrt{\text{TMV}_p}} \right) \times \sqrt{\frac{\text{MV}_p - \text{TMV}_p}{\text{MV}_p - 1}}$$

ε_{80%} = the sample error for the relevant Traffic Movement based on 80% of the population being sampled, measured as a percentage and calculated in accordance with the following formula:

$$\epsilon_{80\%} = z \times 0.5\sigma \times \sqrt{\frac{1}{\text{MV}_p - 1}}$$

Z = the standard score of the sampling confidence interval being 1.6445 (representing the standard score for a 90% confidence interval);

σ = the standard deviation of the population being measured being estimated at 50%;

MV_p = the aggregate number of all vehicles undertaking a relevant Traffic Movement during Thirty Minute Period (p), calculated as the number of vehicles measured by the relevant Volume Measurement Technology at the location set out in Table 2 of Appendix 3, multiplied by:

(a) where the relevant Volume Measurement Technology is only used to measure a single Traffic Movement, 1; or

(b) where the relevant Volume Measurement Technology is used to measure more than one Traffic Movement, TMV_p (for the relevant Traffic Movement) divided by the aggregate of TMV_p (for all of the Traffic Movements measured by the relevant Volume Measurement Technology);

PreIA = in respect of a Traffic Movement, the estimate of the time taken to travel from Measurement Prior to Limit Line, in free flow conditions, for a specified Traffic Movement, as set out in Table 2 of Appendix 3; and

PostIA = in respect of a Traffic Movement, the estimate of the time taken to travel from Limit Line to Measurement Post (where the delay from Measurement Prior to the Limit Line is at PLOS C) for a specified Traffic Movement, as set out in Table 2 of Appendix 3. The parties acknowledge that PLOS has been defined based on a measure of delay to the Limit Line (in accordance with the Highway Capacity Manual) and the purpose of the Predictable Journeys KPI input defined as "PostIA" is to allow a fair and reasonable comparison of MPLOS and PLOS (given that the PJ Measurement Technology measure to Measurement Post and not the Limit Line).

Part 4 – Unavailability and Deductions

18. The Transport Agency's right to make deductions

The Transport Agency is entitled to make deductions from the Quarterly Unitary Charge in accordance with Schedule 14 (Payment Mechanism) and this Part 4.

19. Unavailability Deductions

19.1 General

- (a) Where any Unavailability Event occurs, the Transport Agency will impose an Unavailability Deduction from the Quarterly Unitary Charge in accordance with Appendix 2 to Schedule 13.
- (b) Where any Unavailability Event affecting all Lanes and Shoulders in any one direction occurs on the Tunnel Section (such that travel in that direction is entirely impeded), the Transport Agency will impose an Unavailability Deduction from the Quarterly Unitary Charge at a rate 1.50 times that which would apply if the Unavailability Event applied to the entire P2Wk Main Alignment in that direction.
- (c) Where and for such period as any Unavailability Event on the P2Wk Main Alignment prevents access to the P2Wk Main Alignment from the Ramp or exit from the P2Wk Main Alignment to the Ramp (as applicable), that Ramp will be deemed to be subject to an Unavailability Event for that period and an Unavailability Deduction will apply to the relevant Ramp in accordance with Appendix 2 to Schedule 13 (in addition to such Unavailability Deductions that apply to the P2Wk Main Alignment in respect of the same Unavailability Event).

20. Unavailability Relief

20.1 Required closures

- (a) Where the Contractor receives a Required Closure Instruction to close one or more Lanes, Ramps and/or Shoulders and the closure is undertaken in accordance with the Lane Closure Protocols, the Unavailability Points attributable to that Unavailability Event will be calculated, for the Closure Period, in accordance with the Unavailability Tables and multiplied by:
 - (i) in the case of a Required Closure (Road Crash), for the period that the same comprises an Other Responder Incident, 0.00, such that the resulting Unavailability Points will be 0% of the amount that would have been attributable to the Unavailability Event if no relief was granted;
 - (ii) in the case of a Required Closure (Road Crash) or a Shoulder Located Vehicle, for the period that the same comprises an AMM Incident, 0.00 for the period commencing from AMM Incident Commencement and concluding at the later of the time:
 - (A) 60 minutes from AMM Incident Commencement; or
 - (B) representing 33% of the period between AMM Incident Commencement and AMM Incident Completion,

in each case extended by the aggregate period of time, if any, of any Response Time Extension attributable to that Required Closure (Road Crash) or a Shoulder Located Vehicle (together **Period 1**) such that the resulting Unavailability Points will be 0% of the Unavailability Points that would have been attributable to the Unavailability Event if no relief was granted;

- (iii) in the case of a Required Closure (Road Crash) relating to an AMM Incident or a Shoulder Located Vehicle, 0.50 for the period commencing at the end of Period 1 and concluding on AMM Incident Completion, such that the resulting Unavailability Points will be 50% of the Unavailability Points that would have been attributed to the Unavailability Event if no relief was granted;
 - (iv) in the case of a Required Closure (Other), 0.00, such that the resulting Unavailability Points will be 0% of the Unavailability Points that would have been attributable to the Unavailability Event if no relief was granted; and
 - (v) in the case of a Required Closure (Maintenance), 0.00, such that the resulting Unavailability Points will be 0% of the Unavailability Points that would have been attributable to the Unavailability Event if no relief was granted.
- (b) The Contractor will not be entitled to any relief from Unavailability Deductions:
- (i) (except to the extent provided under paragraph 20.3) in the case of any Required Closure (Environmental); or
 - (ii) (except to the extent provided under paragraph 20.2) for any closure of any part of the P2Wk Roads undertaken without a Required Closure Instruction.

20.2 Requested closures

Where the Contractor receives a request to close one or more Lanes, Shoulders and/or, Ramps from any person (excluding any Required Closure Instruction):

- (a) the Contractor may refer that request to the Transport Agency under the Lane Closure Protocols; and
- (b) the Transport Agency will consider any such request and will advise the Contractor whether, and the terms on which, it would grant relief from Unavailability Deductions in respect of the proposed closure.

20.3 Closure Events

Where a Closure Event occurs that causes damage or obstruction to the P2Wk Project such that any Lane, Ramp or Shoulder ceases to meet the Availability Criteria, and the Contractor closes such Lanes, Ramps and/or Shoulders in accordance with the Lane Closure Protocols, the Unavailability Points attributable to that Unavailability Event will be calculated, for a Closure Period not exceeding the Maximum Closure Period applicable to that Closure Event, in accordance with the Unavailability Tables and multiplied by 0.00, such that the resulting Unavailability Points will be 0% of the Unavailability Points that would have been attributable to the Unavailability Event for that Closure Period if no relief was granted. If the P2Wk Roads do not meet the Availability Criteria on the expiry of the Maximum Closure Period applicable to that Closure Event, this paragraph 20.3 will cease to apply to the relevant Closure Event.

20.4 Burden of proof

Where the Contractor seeks any relief from Unavailability Deductions under this paragraph 20, the burden of proving that any claimed grounds of relief exist will be on the Contractor.

20.5 Closure of entire Carriageway

For so long as:

- (a) a Required Closure Instruction has been given, in respect of a Road Crash (Fatality) or a Road Crash (Serious Injury) in respect of the full width of any Carriageway; and
- (b) paragraph (a) of the definition of Response Time Extension applies,

then the Contractor's relief under the post-amble to paragraph 20.1(a)(ii) will apply to all elements of that Carriageway that cannot, as a result of that Required Closure Instruction, be freely accessed by Users.

Part 5 – Service Failure Points

21. Allocation and consequences of Service Failure Points

21.1 General

Service Failure Points will be allocated to the Contractor, in respect of Deductions, breaches of the AMM KPI, breaches of KPI 01B and the occurrence of Charge Events, on a cumulative basis, in accordance with this Part 5.

21.2 Allocation of Service Failure Points for Deductions

The Contractor will be allocated, in respect of each Quarter, one Service Failure Point for each \$1,000 of KPI Deductions and Unavailability Deductions incurred by the Contractor in that Quarter.

21.3 Allocation of Service Failure Points for breach of AMM KPI

In addition to the allocation of Service Failure Points under paragraph 21.2, the Contractor will be allocated 10 Service Failure Points for each breach of the AMM KPI.

21.4 Allocation of Service Failure Points for Charge Events

In addition to the allocation of Service Failure Points under paragraphs 21.2 and 21.3, the Contractor will be allocated Service Failure Points on the occurrence of Charge Events as follows:

- (a) for the first Fatality in respect of which a Charge is payable under paragraph 3.2 in any rolling 12 Quarter period, the Contractor will be allocated 100 Service Failure Points;
- (b) for the second Fatality in respect of which a Charge is payable under paragraph 3.2 in any rolling 12 Quarter period, the Contractor will be allocated 175 Service Failure Points;
- (c) for the third and for each subsequent Fatality in respect of which a Charge is payable under paragraph 3.2 in any rolling 12 Quarter period, the Contractor will be allocated 500 Service Failure Points;
- (d) for the first Serious Injury in respect of which a Charge is payable under paragraph 3.2 in any rolling 12 Quarter period, the Contractor will be allocated 25 Service Failure Points;
- (e) for the second Serious Injury in respect of which a Charge is payable under paragraph 3.2 in any rolling 12 Quarter period, the Contractor will be allocated 50 Service Failure Points;
- (f) for the third and for each subsequent Serious Injury in respect of which a Charge is payable under paragraph 3.2 in any rolling 12 Quarter period, the Contractor will be allocated 150 Service Failure Points; and
- (g) the maximum amount of Service Failure Points that can be allocated to the Contractor in respect of any Single Charge Event will be 500 Service Failure Points.

22. Consequences of Service Failure Points and associated Levels

22.1 Level 1 SFP

The Transport Agency may, at any time where Level 1 SFP applies, require the Contractor to provide the Transport Agency with such additional reporting in relation to the Contractor's performance of its obligations under this Agreement as the Transport Agency may, on written notice, request. Such additional reporting may include a requirement to provide reports with a greater level of detail, or more frequently, than the other periodic reports the Contractor is required to provide under this Agreement.

22.2 Level 2 SFP

The Transport Agency may, at any time where Level 2 SFP applies:

- (a) take such actions as it would be entitled to where Level 1 SFP applies; and/or
- (b) require the Contractor to:
 - (i) put forward a rectification programme that is acceptable to the Transport Agency (in its sole discretion) within 15 Business Days after the date it is requested to do so, establishing a work plan for the remedying of any existing KPI Breaches or Unavailability Events, or the underlying causes of the KPI Breaches, Unavailability Events or any Charge Event, within a timeframe acceptable to the Transport Agency; and
 - (ii) implement such rectification programme, at the Contractor's cost, in accordance with its terms.

22.3 Level 3 SFP

- (a) The Transport Agency may, at any time where Level 3 SFP applies, take such actions as it would be entitled to where Level 1 SFP or Level 2 SFP applies.
- (b) In addition, for so long as Level 3 SFP applies, it will be deemed that there is serious risk to the health and safety of persons or property for the purposes of clause 63 (When step-in applies) of the Base Agreement, and the Transport Agency will be entitled (but not obliged) to exercise its rights under clause 64 (Step-in Rights) of the Base Agreement.

22.4 Level 4 SFP

- (a) The Transport Agency may, at any time where Level 4 SFP applies, take such actions as it would be entitled to where Level 1 SFP, Level 2 SFP or Level 3 SFP applies.
- (b) In addition, Level 4 SFP comprises a Remediable Contractor Default and the Transport Agency will be entitled to exercise its rights under Part 19 (Termination) of the Base Agreement.

Part 6 – Miscellaneous

23. Reporting

23.1 Quarterly Performance Report

The Contractor will, in the Quarterly Performance Report relating to each Contract Quarter, in accordance with paragraph 6 (Quarterly Performance Reports) of Schedule 21 (Reporting), record:

- (a) all KPI Breaches that occurred in that Contract Quarter;
- (b) all Unavailability that occurred in that Contract Quarter;
- (c) the number and type of Charge Events that occurred in that Contract Quarter;
- (d) the number of Service Failure Points incurred in respect of that Contract Quarter; and
- (e) the number of Service Failure Points incurred in aggregate over that Contract Quarter and the previous three Contract Quarters.

24. Indexation

24.1 Indexation of dollar amounts

The dollar amount attributable to each:

- (a) Charge Event; and
- (b) KPI Deduction;

will be Indexed with effect from the end of each Contract Year.

24.2 Indexation of Service Failure Points

The number of Service Failure Points required to be incurred by the Contractor to reach Level 1 SFP, Level 2 SFP, Level 3 SFP and Level 4 SFP shall be Indexed with effect from the end of each Contract Year. The indexation calculations will be carried out by the Transport Agency within 20 Business Days following the end of the relevant Contract Year and (in the absence of manifest error) will be binding on the parties. The relevant Service Failure Point levels, adjusted in accordance with this paragraph 24.2, will prevail until they are subsequently Indexed in accordance with this paragraph 24.2.

Appendix 1 Key Performance Indicators

Table 1 KPI Table contents

Term	Description
KPI #	The reference number of the KPI
Description	A short description of the KPI
Definition	The definition of the KPI
Measurement	The basis on which the KPI is measured. Measurements are either: <ul style="list-style-type: none"> (a) Per incident/event; (b) Per value in excess or below the threshold; or (c) Per time period.
Ratchet	The ratchet value for repeated instances of non-performance. Ratchets are applied in accordance with the KPI deduction amount formula
Deduction per incident	The KPI Deduction or KPI Payment as a consequence of a single incident of a KPI Breach
Example deduction calculation	Example calculations to demonstrate the calculation of the KPI Deduction or KPI Payment as a consequence of a KPI Breach
KPI deduction amount formula	$\bar{u}KPI \text{ deduction amount} = (\text{Incidents}^{\text{Ratchet}}) \times \text{Deduction per incident}$

Table 2 KPI Table

KPI #	Description	Definition	Measurement	Ratchet	Deduction per incident	Example deduction calculation
01A	Predictable journeys: Northern Connection Intersection performance – Low Volume Days	Failure to ensure that, for any Thirty Minute Period on any Low Volume Day, the Measured Performance Level of Service for each category of Traffic Movement for each Northern Connection Intersection is equal to or better than the Performance Level of Service for that Traffic Movement specified in Table 2 of Appendix 3.	Northern Connection Intersection Traffic Movement failures by Thirty Minute Period.	N/A	<p>\$50 per Traffic Movement defined as “Low” Criticality in Table 2 of Appendix 3 failing the performance standard per Thirty Minute Period.</p> <p>\$100 per Traffic Movement defined as “Medium” Criticality in Table 2 of Appendix 3 failing the performance standard per Thirty Minute Period.</p> <p>\$150 per Traffic Movement defined as “High” Criticality in Table 2 of Appendix 3 failing the performance standard per Thirty Minute Period.</p>	

KPI #	Description	Definition	Measurement	Ratchet	Deduction per incident	Example deduction calculation
01B	Predictable journeys: Northern Connection Intersection performance – High Volume Days	Failure to ensure that, for any Thirty Minute Period on any High Volume Day, the Measured Performance Level of Service for each category of Traffic Movement for each Northern Connection Intersection is equal to or better than the Performance Level of Service for that Traffic Movement specified in Table 2 of Appendix 3.	Northern Connection Intersection Traffic Movement failures by Thirty Minute Period.	N/A	<p>\$100 per Traffic Movement defined as “Low” Criticality in Table 2 of Appendix 3 failing the performance standard per Thirty Minute Period.</p> <p>\$200 per Traffic Movement defined as “Medium” Criticality in Table 2 of Appendix 3 failing the performance standard per Thirty Minute Period.</p> <p>\$300 per Traffic Movement defined as “High” Criticality in Table 2 of Appendix 3 failing the performance standard per Thirty Minute Period.</p>	
01C	Predictable journeys: Ramp performance	Failure to ensure that for a Thirty Minute Period the Measured Performance Level of Service on a Ramp is equal to or better than Performance Level of Service C for that Traffic Movement specified in Table 2 of Appendix 3.	Number of Ramp performance failures by Thirty Minute Period	N/A	\$100 per Ramp performance failure	

KPI #	Description	Definition	Measurement	Ratchet	Deduction per incident	Example deduction calculation
02	Predictable Journeys User Satisfaction Surveys	<p>A User Satisfaction Survey is to be undertaken, up to a maximum of once per Contract Quarter, when in any week the total of deductions for that week from breaches of KPI 01A, KPI 01B and KPI 01C exceed, in aggregate, \$1,500.</p> <p>The User Satisfaction Survey must be undertaken within seven days of the day on which the breach of this KPI 02 occurs.</p> <p>For the avoidance of doubt, the Predictable Journeys User Satisfaction Survey under this KPI is in addition to and does not replace or lessen the requirement for the User Satisfaction Survey under KPI 09.</p> <p>Deductions under this KPI02 will be applied from the date when the second User Satisfaction Survey under KPI 09 has been undertaken. Predictable Journeys User Satisfaction Surveys must be undertaken prior to this date, but will not have Deductions applied until the Baseline is set.</p>	Aggregate deductions resulting from KPI 01A, KPI 01B and KPI 01C.	N/A	<p>\$26,000 per survey where the total percentage score for the survey is below the Baseline (set as per KPI 09).</p> <p>(\$26,000 is the total deduction if the survey is 5 percentage points or more below the Baseline. For performance of up to 5 percentage points below the Baseline, the deduction will be applied on a pro rata basis. If the Contractor fails to conduct any scheduled User Satisfaction Survey in accordance with Schedule 20 (Communication), the total deduction in respect of that scheduled survey will be \$26,000).</p>	

KPI #	Description	Definition	Measurement	Ratchet	Deduction per incident	Example deduction calculation
03	Road Crash under TMP control	A Road Crash occurs during a Traffic Management Event (excluding any Excluded Road Crash).	Road Crashes during a traffic management event per Contract Quarter	1.1	\$52,000 per Road Crash during a traffic management event	Two Road Crashes during a traffic management event in Contract Quarter: $(2^{1.1}) \times \$52,000 = \$111,464$
04	Reporting - accuracy	Inaccurate reporting within any of the reports, notifications or data entry the Contractor is required to deliver under Schedule 6 (Resource Management Act Requirements) and Schedule 21 (Reporting). This KPI 04 applies to all observations and calculations required for KPI 01A, KPI01B and KPI 01C. For the avoidance of doubt, inaccurate reporting includes inaccurate and/or incomplete recording or capturing of data but only, in respect of data recorded or captured by the PJ Measurement Technology, where PJ Unavailability applied.	Incidents per Contract Quarter	1.1	\$5,000 for each instance of materially inaccurate information (not per report). Where an inaccuracy is discovered that would have resulted in a higher KPI Deduction in any Contract Quarter, the higher KPI Deduction is calculated and three times this KPI Deduction is due to the Transport Agency (in addition to this reporting - accuracy KPI breach)	Two instances of inaccurate information in Contract Quarter: $(2^{1.1}) \times \$5,000 = \$10,718$

KPI #	Description	Definition	Measurement	Ratchet	Deduction per incident	Example deduction calculation
05	Asset condition	<p>Any failure to meet the Required Standard, on a per 100m section basis, as determined by either:</p> <ul style="list-style-type: none"> (a) The Pavement Condition Assessment Survey; or (b) The Asset Condition Survey, <p>provided that to the extent that failure to meet the Required Standard:</p> <ul style="list-style-type: none"> (c) was attributable to damage caused by an incident occurring prior to the Pavement Condition Assessment Survey or Asset Condition Survey (the incident damage); and (d) at the time of the relevant Pavement Condition Assessment Survey or Asset Condition Survey, the incident damage was within any specific grace period for its remediation in accordance with the Project Agreement, <p>the incident will be disregarded in assessing whether or not the Required Standard has been met.</p>	Following each Pavement Condition Assessment Survey and each Asset Condition Survey	1.1	<p>\$5,000 for each 100 metre section of North Bound failure of either or both (a) and (b);and \$5,000 for each 100 metre section of South Bound failure of either or both (a) and (b)</p>	<p>Three 100m sections that do not comply: $(3^{1.1}) \times \\$5,000 = \\$16,742$</p>

KPI #	Description	Definition	Measurement	Ratchet	Deduction per incident	Example deduction calculation
06	Environmental consent or law	<p>A notice, order, declaration, decision or determination is issued by a Governmental Entity or judicial body under the Resource Management Act 1991, Heritage New Zealand Pouhere Taonga Act 2014, Hazardous Substances and New Organisms Act 1996, or Wildlife Act 1953, in respect of:</p> <p>(a) any breach of the Consent Conditions; or (b) any other breach of or offence committed against the Resource Management Act 1991, Heritage New Zealand Pouhere Taonga Act 2014, Hazardous Substances and New Organisms Act 1996, or Wildlife Act 1953.</p> <p>Each notice, order, declaration, decision or determination will be treated individually for the purposes of this deduction calculation. A notice, order, declaration, decision or determination includes: any Clean-up Notice,</p>	Incident notices per quarter	1.2	\$50,000 per incident notice	Two incident notices in quarter: $(2^{1.2}) \times \$50,000 = \$114,870$

KPI #	Description	Definition	Measurement	Ratchet	Deduction per incident	Example deduction calculation
		infringement notice, abatement notice, enforcement order, conviction, excessive noise direction, compliance order, or any other enforcement action taken under the Resource Management Act 1991, Heritage New Zealand Pouhere Taonga Act 2014, Hazardous Substances and New Organisms Act 1996, or Wildlife Act 1953.				
07	Incident response	Failure to arrive and start work on site within 20 minutes (Day) or 30 minutes (Night) after its obligation to respond to an Incident is triggered under this Agreement.	10 minute delays (or part thereof) per incident per Contract Quarter	1.3	\$200 per incident per every 10 minutes (or part thereof) in excess of 20 minutes (Day) or 30 minutes (Night) minutes from the time its obligation to respond to an Incident is triggered under this Agreement.	Three incidents in Contract Quarter, response times of: 19 mins (Day) – on time 29 mins (Day) – one 10 minute delay 39 mins (Day) – two 10 minute delays Total of three 10 minute delays: $(3^{1.3}) \times \$200 = \834
08	Reporting - timeliness	Failure to provide all of the reports or notices the Contractor is required to deliver under Schedule 21 (Reporting) within the required timeframes. There will be a 24 hour grace period to provide the late report before the KPI Deduction is applied.	Days late per report per Contract Quarter	1.2	\$100 per report for each day 24 hours after the due date that the report has not been provided to the Transport Agency	Three late reports in Contract Quarter: First provided within one day – no delay deductions Second provided two days late – one day delay deduction Third provided three days late – two day delay deduction Total of three days delay: $(3^{1.2}) \times \$100 = \374

KPI #	Description	Definition	Measurement	Ratchet	Deduction per incident	Example deduction calculation
09	User Satisfaction Surveys	Six monthly User Satisfaction Survey results below the survey results in the Baseline.	Six monthly (March and September)	N/A	<p>\$26,000 per survey where the total percentage score for the survey is below the Baseline.</p> <p>(\$26,000 is the total deduction if the survey is 5 percentage points or more below the Baseline. For performance of up to 5 percentage points below the Baseline, the deduction will be applied on a pro rata basis. If the Contractor fails to conduct any scheduled User Satisfaction Survey in accordance with Schedule 20 (Communication), the total deduction in respect of that scheduled survey will be \$26,000).</p> <p>The results of the first two User Satisfaction Surveys required under Schedule 20 (Communication) will be used to create the Baseline and will be exempt from KPI Deductions under this KPI 09. KPI Deductions under this KPI 09 may be applied in respect of the third and all subsequent User Satisfaction Surveys.</p>	

KPI #	Description	Definition	Measurement	Ratchet	Deduction per incident	Example deduction calculation
10	Public complaints	Failure to respond appropriately to all requests, enquiries and complaints in respect of which the Transport Agency has requested a response from the Contractor within 5 Business Days of receipt of such request.	Days late per compliant and appropriate response per Contract Quarter. Non-compliant responses and responses that are not appropriate will not be considered 'responses' for the purposes of measurement.	1.2	\$200 per day for each day five Business Days after the complaint was received that a compliant response has not been made	Three complaints in Contract Quarter: First responded to in three working days – no deduction Second responded to in six working days – one day delay deduction Third responded to in eight working days – three day delay deduction Total of four days delay: $(4^{1.2}) \times \$200 = \$1,056$
11	ITS	ITS uplink not available to ATOC 99.9% of the time (performance rounded up to nearest 0.1%).	Each 0.1% below 99.9% per Contract Quarter	1.2	\$500 per 0.1% below 99.9% where the failure is caused by or is part of the infrastructure installed or operated by the Contractor that is under operational control of the Contractor.	Total performance of 99.6% - three increments of 0.1% below the target: $(3^{1.2}) \times \$500 = \$1,869$
12	Stakeholder Communications Plan breach	Failure to meet any requirements of the PCSCP or CSCP (as required under Schedule 20)	Breach of process or timeframes as set out in the PCSCP or CSCP as applicable.	1.1	\$2,500 per breach.	

Appendix 2: Unavailability Deductions

1.1. Unavailability definitions

In this Appendix, the following are defined terms:

Table 3 Unavailability Segment Definitions

Term	Definition
S	Shoulder does not meet all of the Availability Criteria
2	Outside lane does not meet all of the Availability Criteria (next to the centre line/centre barrier)
1	Inside lane does not meet all of the Availability Criteria (between shoulder and outside lane)
S,2	Shoulder and outside lane does not meet all of the Availability Criteria
S,1	Shoulder and inside lane does not meet all of the Availability Criteria
1,2	Inside and outside lane does not meet all of the Availability Criteria
S,1,2	Shoulder, inside and outside lane does not meet all of the Availability Criteria
Binary Sections	Each of the sections of P2Wk as defined in Table 5 of this Appendix 2 to Schedule 13 (Performance Regime)

Table 4 Day Type Definitions

Term	Definition
Monday – Thursday	A day that is a Monday, Tuesday, Wednesday or Thursday but is not a Public Holiday or a Weekday Prior to or Immediately After a Public Holiday
Friday	A day that is a Friday but is not a Public Holiday or a Weekday Prior to or Immediately After a Public Holiday

Saturday	A day that is a Saturday but is not a Public Holiday
Sunday	A day that is a Sunday but is not a Public Holiday
Public Holiday	As defined at the beginning of this Schedule 13 (Performance Regime)
Weekday Prior to or Immediately After a Public Holiday	The day that is the first Monday, Tuesday, Wednesday, Thursday or Friday before or immediately after a Public Holiday that is not itself a Public Holiday

Table 5 Binary Section definitions

Binary Section	Definition
Ramp NB	As defined in Table 1 of Appendix 3
Ramp SB	As defined in Table 1 of Appendix 3
Northern Intersection	As defined in Table 1 of Appendix 3

1.2. Unavailability deduction calculation

The Unavailability Deduction for Contract Quarter (n) will be calculated in accordance with the following formula:

$$UAD_n = QUC_n \times UAPC_n$$

Where:

UAD_n = the total Unavailability Deduction for the Contract Quarter (n)

QUC_n = the Quarterly Unitary Charge for Contract Quarter (n) calculated in accordance with paragraph 2 of Schedule 14 (Payment Mechanism)

$UAPC_n$ = the Unavailability Percentage for Contract Quarter (n) calculated in accordance with the following formula:

$$UAPC_n = 1 - \left(1 - \frac{TUAP_n}{MUAP_n}\right)^6$$

Where:

$TUAP_n$ = the Total Unavailability Points for Contract Quarter (n) calculated in accordance with paragraph 1.3 of this Appendix 2 to Schedule 13 (Performance Regime)

$MUAP_n$ = the Maximum Unavailability Points for Contract Quarter (n) calculated in accordance with paragraph 1.7 of this Appendix 2 to Schedule 13 (Performance Regime)

1.3. Unavailability points aggregation

The Total Unavailability Points for Contract Quarter (n), $TUAP_n$, will be calculated in accordance with the following formula:

$$TUAP_n = \sum_{e=1}^f P_e \times R_e$$

Where:

P_e means the Unavailability Points accrued from the e th Unavailability Event for Contract Quarter (n) calculated in accordance with paragraph 1.4 of this Appendix 2 to Schedule 13 (Performance Regime)

e means the e th Unavailability Event in Contract Quarter (n)

f means the total number of Unavailability Events in Contract Quarter (n)

R_e (unavailability relief) is equal to either:

- (i) 0.0 if relief is granted in accordance with paragraph 20.1(a)(i) of this Schedule 13 (Performance Regime); or
- (ii) 0.0 if relief is granted in accordance with paragraph 20.1(a)(ii) of this Schedule 13 (Performance Regime); or
- (iii) 0.50 if relief is granted in accordance with paragraph 20.1(a)(iii) of this Schedule 13 (Performance Regime); or
- (iv) 0.0 if relief is granted in accordance with paragraph 20.1(a)(iv) of this Schedule 13 (Performance Regime); or
- (v) 0.0 if relief is granted in accordance with paragraph 20.1(a)(v) of this Schedule 13 (Performance Regime); or
- (vi) the terms of relief if relief is granted in accordance with paragraph 20.2 of this Schedule 13 (Performance Regime); or
- (vii) 0.0 if relief is granted in accordance with paragraph 20.3 of this Schedule 13 (Performance Regime); or
- (viii) 1 otherwise.

1.4. Unavailability event points calculation

The Unavailability Points for the e th Unavailability Event for Contract Quarter (n), P_e , will be calculated as follows:

$$P_e = \sum_{t=1}^T P_{e,t}$$

Where:

t means the t th Fifteen Minute Period of the e th Unavailability Event

T means the total number of Fifteen Minute Periods in the e th Unavailability Event

$P_{e,t}$ = the total number of Unavailability Points accrued in the t th 15 minute period of the e th Unavailability event and is calculated as the sum of (a), (b) and (c) below:

- (b) The length of the North Bound Unavailability Event (in 100m lengths or part thereof) \times the relevant Unavailability Points from the Unavailability Tables (with reference to the relevant Unavailability Direction (North Bound), the Unavailability Section, the Unavailability Day Type, the Unavailability Time Period and the Unavailable Segments.)
- (c) The length of the South Bound Unavailability Event (in 100m lengths or part thereof) \times the relevant Unavailability Points from the Unavailability Tables (with reference to the relevant Unavailability Direction (South Bound), the Unavailability Section, the Unavailability Day Type, the Unavailability Time Period and the Unavailable Segments.)
- (d) The relevant Unavailability Points for any Binary Section from the Unavailability Tables (with reference to the Unavailability Direction, the Unavailability Day Type, the Unavailability Time Period and the relevant Binary Section.)

1.5. Unavailability event points – additional details

The calculation of $P_{e,t}$ should take account of the following requirements:

- (a) Where a single Unavailability Event applies over two or more Unavailability Sections or Binary Sections, the $P_{e,t}$ will be a combination of the $P_{e,t}$ for each Unavailability Section or Binary Section calculated individually.
- (b) Where a single Unavailability Event has multiple types of Unavailability Segments, the $P_{e,t}$ will be a combination of the $P_{e,t}$ for each Unavailability Segment calculated individually.
- (c) Multiple Unavailability Events can occur over the same time period but in different locations. These will be treated as individual Unavailability Events and calculated independently.
- (d) Where a bridge (or any other part of the road) does not include a Shoulder by design, the 'S', '2', '1' and '1,2' columns of the Unavailability Tables should not be used. Full unavailability in a single direction on a bridge will be calculated using the 'S,1,2' column. Where the inner lane is closed, the 'S,1' column should be used. Where the outer lane is close, 'S,2' column should be used.

- (e) For the North Eastern Leg and North Western Leg Sections
 - (i) Where there are two lanes in a single direction included by design and one lane is subject to an Unavailability Event, the 'S,1' or 'S,2' columns will be used as appropriate.
 - (ii) Where there are two lanes in a single direction included by design and both lanes are subject to an Unavailability Event, the 'S,1,2' column will be used.
 - (iii) Where one lane only in a single direction is included by design, the 'S,1,2' column will be used if a lane is unavailable.
- (f) For the North Western Leg, Unavailability Points for all lanes travelling in the north west direction will be calculated using the NB columns. Unavailability Points for all lanes travelling in the south east direction will be calculated using the SB columns.
- (g) For the North Eastern Leg, Unavailability Points for all lanes travelling in the east direction will be calculated using the NB columns. Unavailability Points for all lanes travelling in the west direction will be calculated using the SB columns.
- (h) The length of each Unavailability Event will be calculated as follows:
 - (i) for all Unavailability Events excluding those categorised as S,1,2 – the length measured from the point where the relevant Lane or Shoulder ceases to meet the Availability Criteria to the point where the relevant Lane or Shoulder again meets the Availability Criteria; and
 - (ii) for so long as an Unavailability Event is categorised as S,1,2 – the length of the full Unavailability Section on which the S,1,2 Unavailability is subsisting, and the full length of any other Unavailability Sections rendered inaccessible by the Unavailability Event.
- (i) Where a North Bound Unavailability Event occurs on a day that is the first Monday, Tuesday, Wednesday, Thursday or Friday immediately after a Public Holiday that is not itself a Public Holiday, the Unavailability Points to be applied will be the Unavailability Points for that Monday – Thursday or Friday and not the Unavailability Points for a Weekday Prior to or Immediately After a Public Holiday.

1.6. **Contraflow**

This paragraph is an example only and does not have contractual effect.

If the Contractor uses contra-flow to manage unavailability then the Unavailability Points from the Unavailability Tables need to reflect the direction traffic is travelling.

Example 1

If the Contractor:

- (j) Closes the shoulder and both lanes usually running south bound traffic
- (k) Uses the outside lane normally used for north bound traffic to run south bound traffic,

then the following Unavailability Segments would be applicable when determining Unavailability Points:

- (i) South bound: S,1 (shoulder and lane one unavailable and lane two available – reflecting that through contraflow one south bound lane has been maintained).
- (ii) North bound: 2 (shoulder and lane one available, lane two unavailable – reflecting that as a consequence of contraflow, one north bound lane is closed).

Example 2

If the Contractor:

- (l) Closes the shoulder and inside lane usually running south bound traffic
- (m) Leaves the outside lane open usually running south bound traffic
- (n) Uses the outside lane normally used for north bound traffic to run south bound traffic,

then the following Unavailability Segments would be applicable when determining Unavailability Points:

- (i) South bound: S (shoulder unavailable and two lanes available – reflecting that through contraflow two south bound lanes have been maintained).
- (ii) North bound: 2 (shoulder and lane one available, lane two unavailable – reflecting that as a consequence of contraflow, one north bound lane is closed).

1.7. Maximum unavailability points

$MUAP_n$ calculates the total possible Unavailability Points for Contract Quarter (n), being the total points that would be accrued if the entire P2Wk Roads were completely unavailable for Contract Quarter (n).

$$MUAP_n = 15,255,600 \times D_1 + 20,495,400 \times D_2 + 18,908,600 \times D_3 + 21,086,400 \times D_4 + 32,102,400 \times D_5 + 33,434,400 \times D_6$$

Where:

D_1	=	The number of days in Contract Quarter (n) defined as Monday – Thursday
D_2	=	The number of days in Contract Quarter (n) defined as Friday
D_3	=	The number of days in Contract Quarter (n) defined as Saturday
D_4	=	The number of days in Contract Quarter (n) defined as Sunday
D_5	=	The number of days in Contract Quarter (n) defined as Public Holiday
D_6	=	The number of days in Contract Quarter (n) defined as Weekday Prior to or Immediately After a Public Holiday

Table 6 Unavailability Points by Day Type, Time of Day and Direction of Travel – P2Wk Main Alignment (18.5 km)

				NB - points per Fifteen Minute Period per 100m (or part thereof)				SB - points per Fifteen Minute Period per 100m (or part thereof)									
<i>Segments unavailable (where no crawler lanes)</i>				S	2	1	S,2	S,1	1,2	S,1,2	S	2	1	S,2	S,1	1,2	S,1,2
<i>Segments unavailable (where there are crawler lanes)</i>				S	2	1		S,C	S,C,1	C,1,2	S	2	1		S,C	S,C,1	C,1,2
						C		S,1	S,C,2	S,C,1,2			C		S,1	S,C,2	S,C,1,2
								S,2	S,1,2					S,2	S,1,2		
									C,1							C,1	
									C,2							C,2	
									1,2							1,2	
				<i>15 min</i>													
				<i>Period Start End periods</i>													
P2Wk Main Alignment (18.5 km)																	
Monday – Thursday																	
AM Peak	5:00 AM	2:00 PM	36	50	100	125	150	150	400	500	50	100	125	150	150	400	500
PM Peak	2:00 PM	8:00 PM	24	75	150	188	225	225	600	750	50	100	125	150	150	400	500
Night	8:00 PM	5:00 AM	36	-	-	-	-	-	80	100	-	-	-	-	-	80	100
Friday																	
AM peak	5:00 AM	2:00 PM	36	85	170	213	255	255	680	850	50	100	125	150	150	400	500
PM peak	2:00 PM	8:00 PM	24	125	250	313	375	375	1,000	1,250	50	100	125	150	150	400	500
Night	8:00 PM	5:00 AM	36	-	-	-	-	-	80	100	-	-	-	-	-	80	100
Saturday																	
AM peak	7:00 AM	2:00 PM	28	125	250	313	375	375	1,000	1,250	50	100	125	150	150	400	500
PM peak	2:00 PM	8:00 PM	24	85	170	213	255	255	680	850	50	100	125	150	150	400	500
Night	8:00 PM	7:00 AM	44	-	-	-	-	-	80	100	-	-	-	-	-	80	100
Sunday																	
AM peak	7:00 AM	2:00 PM	28	70	140	175	210	210	560	700	100	200	250	300	300	800	1,000
PM peak	2:00 PM	8:00 PM	24	60	120	150	180	180	480	600	125	250	313	375	375	1,000	1,250
Night	8:00 PM	7:00 AM	44	-	-	-	-	-	80	100	-	-	-	-	-	80	100
Public Holiday																	
AM peak	7:00 AM	2:00 PM	28	100	200	250	300	300	800	1,000	200	400	500	600	600	1,600	2,000
PM peak	2:00 PM	8:00 PM	24	50	100	125	150	150	400	500	200	400	500	600	600	1,600	2,000
Night	8:00 PM	7:00 AM	44	-	-	-	-	-	80	100	-	-	-	-	-	80	100
Weekday Prior or Immediately After Public Holiday																	
AM peak	5:00 AM	2:00 PM	36	100	200	250	300	300	800	1,000	100	200	250	300	300	800	1,000
PM peak	2:00 PM	8:00 PM	24	200	400	500	600	600	1,600	2,000	125	250	313	375	375	1,000	1,250
Night	8:00 PM	5:00 AM	36	-	-	-	-	-	160	200	-	-	-	-	-	80	100

Table 7 Unavailability Points by Day Type and Time of Day – North Western Leg (0.8 km)

Period	Start	End	Periods	NB - points per Fifteen Minute Period per 100m (or part thereof)							SB - points per Fifteen Minute Period per 100m (or part thereof)																
				S	2	1	S,2	S,1	1,2	S,1,2	S	2	1	S,2	S,1	1,2	S,1,2										
North Western Leg (0.8 km)																											
Monday – Thursday																											
AM Peak	5:00 a.m.	2:00 p.m.	36	50	100	125	150	150	400	500	50	100	125	150	150	400	500										
PM Peak	2:00 p.m.	8:00 p.m.	24	75	150	188	225	225	600	750	50	100	125	150	150	400	500										
Night	8:00 p.m.	5:00 a.m.	36	-	-	-	-	-	80	100	-	-	-	-	-	80	100										
Friday																											
AM Peak	5:00 a.m.	2:00 p.m.	36	85	170	213	255	255	680	850	50	100	125	150	150	400	500										
PM Peak	2:00 p.m.	8:00 p.m.	24	125	250	313	375	375	1,000	1,250	50	100	125	150	150	400	500										
Night	8:00 p.m.	5:00 a.m.	36	-	-	-	-	-	80	100	-	-	-	-	-	80	100										
Saturday																											
AM Peak	7:00 a.m.	2:00 p.m.	28	125	250	313	375	375	1,000	1,250	50	100	125	150	150	400	500										
PM Peak	2:00 p.m.	8:00 p.m.	24	85	170	213	255	255	680	850	50	100	125	150	150	400	500										
Night	8:00 p.m.	7:00 a.m.	44	-	-	-	-	-	80	100	-	-	-	-	-	80	100										
Sunday																											
AM Peak	7:00 a.m.	2:00 p.m.	28	70	140	175	210	210	560	700	100	200	250	300	300	800	1,000										
PM Peak	2:00 p.m.	8:00 p.m.	24	60	120	150	180	180	480	600	125	250	313	375	375	1,000	1,250										
Night	8:00 p.m.	7:00 a.m.	44	-	-	-	-	-	80	100	-	-	-	-	-	80	100										
Public Holiday																											
AM Peak	7:00 a.m.	2:00 p.m.	28	100	200	250	300	300	800	1,000	200	400	500	600	600	1,600	2,000										
PM Peak	2:00 p.m.	8:00 p.m.	24	50	100	125	150	150	400	500	200	400	500	600	600	1,600	2,000										
Night	8:00 p.m.	7:00 a.m.	44	-	-	-	-	-	80	100	-	-	-	-	-	80	100										
Weekday Prior or Immediately After a Public Holiday																											
AM Peak	5:00 a.m.	2:00 p.m.	36	100	200	250	300	300	800	1,000	100	200	250	300	300	800	1,000										
PM Peak	2:00 p.m.	8:00 p.m.	24	200	400	500	600	600	1,600	2,000	125	250	313	375	375	1,000	1,250										
Night	8:00 p.m.	5:00 a.m.	36	-	-	-	-	-	160	200	-	-	-	-	-	80	100										

Table 8 Unavailability Points by Day Type and Time of Day – North Eastern Leg (0.5 km)

Period	Start	End	Periods	NB - points per Fifteen Minute Period per 100m (or part thereof)							SB - points per Fifteen Minute Period per 100m (or part thereof)						
				S	2	1	S,2	S,1	1,2	S,1,2	S	2	1	S,2	S,1	1,2	S,1,2
North Eastern Leg (0.5 km)																	
Monday – Thursday																	
AM Peak	5:00 a.m.	2:00 p.m.	36	50	100	125	150	150	400	500	50	100	125	150	150	400	500
PM Peak	2:00 p.m.	8:00 p.m.	24	75	150	188	225	225	600	750	50	100	125	150	150	400	500
Night	8:00 p.m.	5:00 a.m.	36	-	-	-	-	-	80	100	-	-	-	-	-	80	100
Friday																	
AM Peak	5:00 a.m.	2:00 p.m.	36	85	170	213	255	255	680	850	50	100	125	150	150	400	500
PM Peak	2:00 p.m.	8:00 p.m.	24	125	250	313	375	375	1,000	1,250	50	100	125	150	150	400	500
Night	8:00 p.m.	5:00 a.m.	36	-	-	-	-	-	80	100	-	-	-	-	-	80	100
Saturday																	
AM Peak	7:00 a.m.	2:00 p.m.	28	125	250	313	375	375	1,000	1,250	50	100	125	150	150	400	500
PM Peak	2:00 p.m.	8:00 p.m.	24	85	170	213	255	255	680	850	50	100	125	150	150	400	500
Night	8:00 p.m.	7:00 a.m.	44	-	-	-	-	-	80	100	-	-	-	-	-	80	100
Sunday																	
AM Peak	7:00 a.m.	2:00 p.m.	28	70	140	175	210	210	560	700	100	200	250	300	300	800	1,000
PM Peak	2:00 p.m.	8:00 p.m.	24	60	120	150	180	180	480	600	125	250	313	375	375	1,000	1,250
Night	8:00 p.m.	7:00 a.m.	44	-	-	-	-	-	80	100	-	-	-	-	-	80	100
Public Holiday																	
AM Peak	7:00 a.m.	2:00 p.m.	28	100	200	250	300	300	800	1,000	200	400	500	600	600	1,600	2,000
PM Peak	2:00 p.m.	8:00 p.m.	24	50	100	125	150	150	400	500	200	400	500	600	600	1,600	2,000
Night	8:00 p.m.	7:00 a.m.	44	-	-	-	-	-	80	100	-	-	-	-	-	80	100
Weekday Prior or Immediately After a Public Holiday																	
AM Peak	5:00 a.m.	2:00 p.m.	36	100	200	250	300	300	800	1,000	100	200	250	300	300	800	1,000
PM Peak	2:00 p.m.	8:00 p.m.	24	200	400	500	600	600	1,600	2,000	125	250	313	375	375	1,000	1,250
Night	8:00 p.m.	5:00 a.m.	36	-	-	-	-	-	160	200	-	-	-	-	-	80	100

Table 9 Unavailability Points by Day Type and Time of Day – Binary Sections

<i>Period</i>	<i>Start</i>	<i>End</i>	<i>Periods</i>	<i>Ramp NB</i>	<i>Ramp SB</i>	<i>Northern Intersection</i>
Monday – Thursday						
AM Peak	5:00 a.m.	2:00 p.m.	36	2,500	2,500	5,000
PM Peak	2:00 p.m.	8:00 p.m.	24	3,750	2,500	7,500
Night	8:00 p.m.	5:00 a.m.	36	500	500	1,000
Friday						
AM Peak	5:00 a.m.	2:00 p.m.	36	4,250	2,500	8,500
PM Peak	2:00 p.m.	8:00 p.m.	24	6,250	2,500	12,500
Night	8:00 p.m.	5:00 a.m.	36	500	500	1,000
Saturday						
AM Peak	7:00 a.m.	2:00 p.m.	28	6,250	2,500	12,500
PM Peak	2:00 p.m.	8:00 p.m.	24	4,250	2,500	8,500
Night	8:00 p.m.	7:00 a.m.	44	500	500	1,000
Sunday						
AM Peak	7:00 a.m.	2:00 p.m.	28	3,500	5,000	10,000
PM Peak	2:00 p.m.	8:00 p.m.	24	3,000	6,250	12,500
Night	8:00 p.m.	7:00 a.m.	44	500	500	1,000
Public Holiday						
AM Peak	7:00 a.m.	2:00 p.m.	28	5,000	10,000	20,000
PM Peak	2:00 p.m.	8:00 p.m.	24	2,500	10,000	20,000
Night	8:00 p.m.	7:00 a.m.	44	500	500	1,000
Weekday Prior or Immediately After a Public Holiday						
AM Peak	5:00 a.m.	2:00 p.m.	36	5,000	2,500	10,000
PM Peak	2:00 p.m.	8:00 p.m.	24	10,000	5,000	20,000
Night	8:00 p.m.	5:00 a.m.	36	1,000	500	2,000

Appendix 3: Zones

Table 1: Fixed Zones and Demarcations

Zone description	Fixed Zone	Demarcations (starting and finishing points)
Ramp NB	The entire ramp at the Pūhoi interchange allowing NB traffic to exit the P2Wk Main Alignment	[x] to [y] (to be established in accordance with Location Supplement).
Ramp SB	The entire ramp at the Pūhoi interchange allowing SB traffic to enter the P2Wk Main Alignment	[x] to [y] (to be established in accordance with Location Supplement).
North Eastern Leg	All road elements between the north eastern boundary of the P2Wk Operating Site and the eastern boundary of the Northern Intersection	[x] to [y] to (z) (to be established in accordance with Location Supplement).
North Western Leg	All road elements between the north western boundary of the P2Wk Operating Site and the western boundary of the Northern Intersection.	[x] to [y] to (z) (to be established in accordance with Location Supplement).
Northern Intersection	All road elements between the P2Wk Main Alignment, the North Western Leg and the North Eastern Leg.	[x] to [y] to (z) (to be established in accordance with Location Supplement).

Table 2: Performance Level of Service at Northern Connection Intersections and Pūhoi Ramps

Intersection / Ramp	Traffic Movements	Origin	Destination	PLOS	Volume Cap by approach	Criticality definition (LVD)	Criticality definition (HVD)	PreIA (seconds)	PostIA (seconds)	Volume Measurement Technology location	Measurement Prior location	Measurement Post location	Limit Line location	
█	█	█	█	█	█	█	█	█		█	█	█	█	
	█	█	█	█		█	█	█	█		█	█	█	█
	█	█	█	█		█	█	█	█		█	█	█	█
	█	█	█	█		█	█	█	█		█	█	█	█
	█	█	█	█		█	█	█	█		█	█	█	█
	█	█	█	█		█	█	█	█		█	█	█	█
	█	█	█	█		█	█	█	█		█	█	█	█
	█	█	█	█		█	█	█	█		█	█	█	█
	█	█	█	█		█	█	█	█		█	█	█	█
	█	█	█	█		█	█	█	█		█	█	█	█
	█	█	█	█		█	█	█	█		█	█	█	█
	█	█	█	█		█	█	█	█		█	█	█	█

Table 3: Performance Level of Service at Northern Connection Intersections following Staged Upgrade

Intersection / Ramp	Traffic Movements	Origin	Destination	Volume Cap by approach	Baseline Time (seconds)	Volume Measurement Technology location	Measurement Prior location	Measurement Post location	Limit Line location
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Table 5: Volume Cap matrix for NC2 TM3 (P2Wk to NC3)

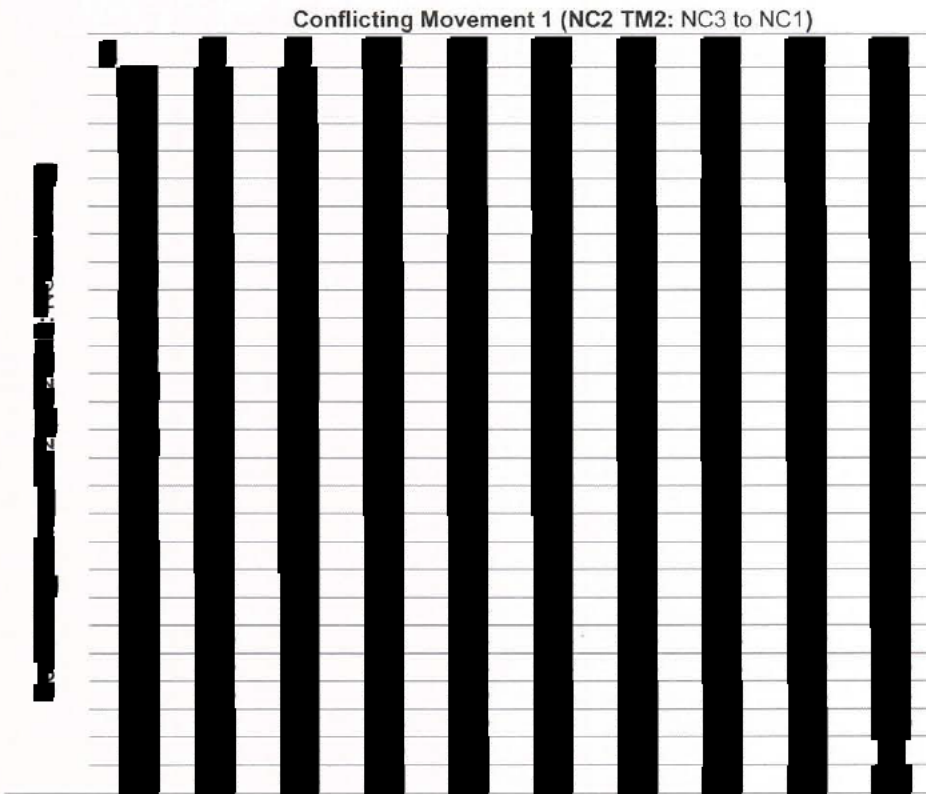


Table 6: Volume Cap matrix for NC2 TM6 (NC1 to P2Wk)

Conflicting Movement 1 (NC2 TM2: NC3 to NC1)

Table 7: Volume Cap matrix for NC2 TM2 (NC3 to NC1) following Staged Upgrade

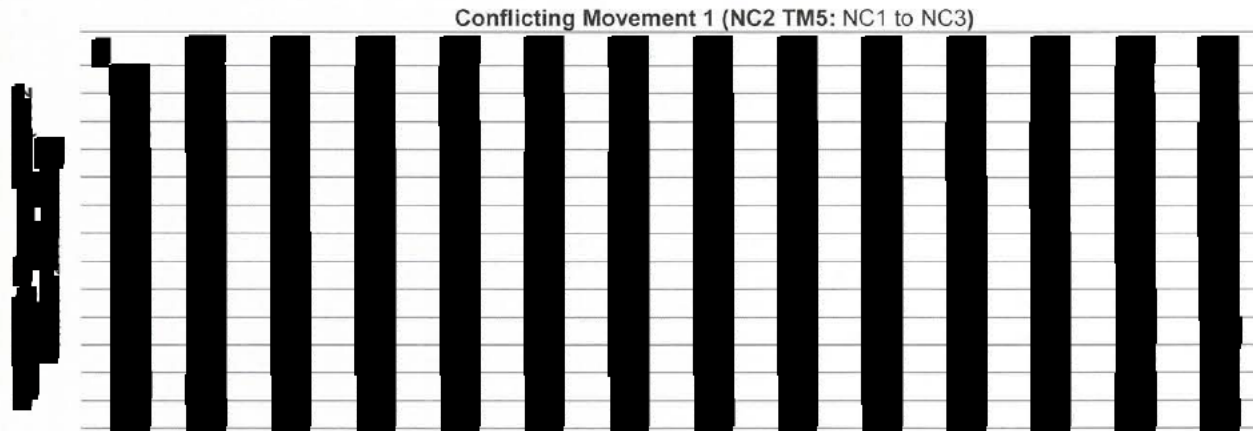


Table 8: Volume Cap matrix for NC2 TM3 (P2Wk to NC3) following Staged Upgrade

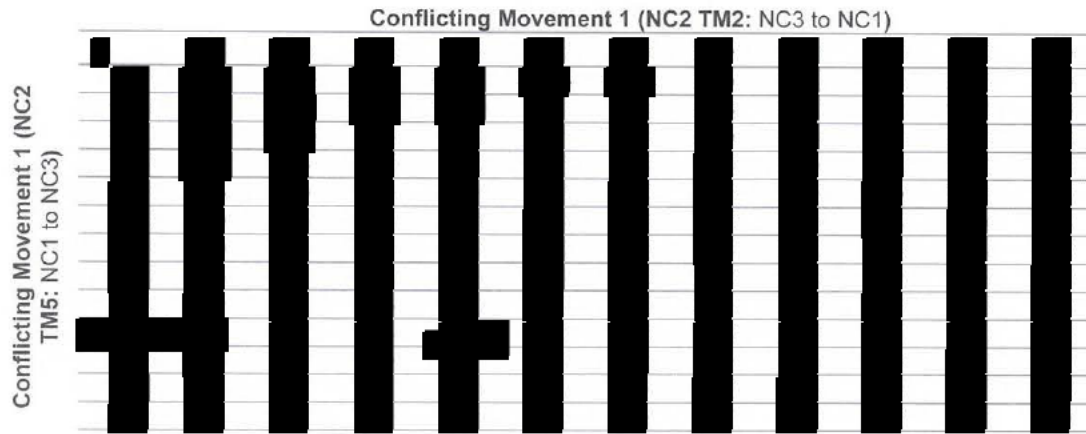


Table 9: Volume Cap matrix for NC2 TM5 (NC1 to NC3) following Staged Upgrade

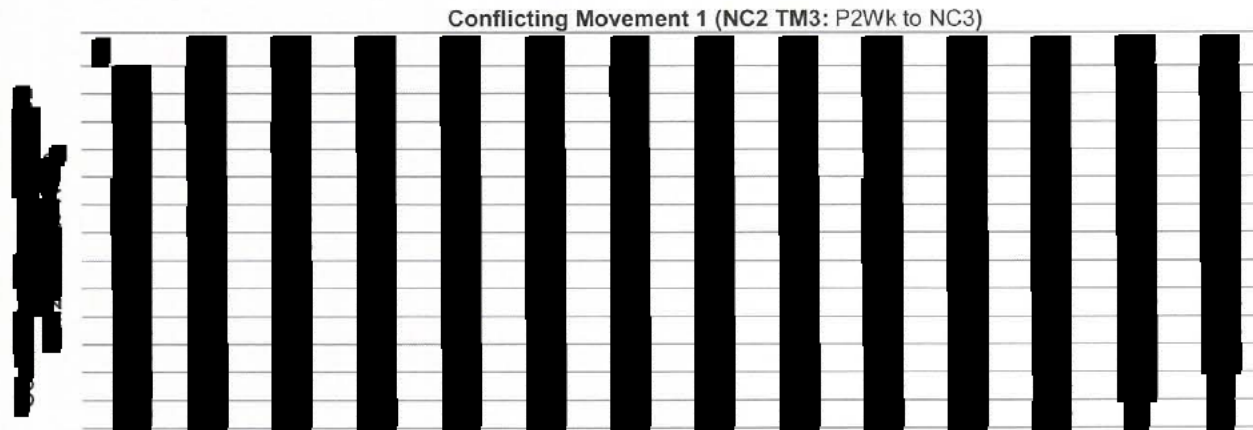


Table 10: Operational parameters utilised in Volume Cap determination for NC3

Intersection / Ramp	Traffic Movements	Origin	Number of Approach Lanes	Approach Type(s)	Cycle Time (seconds)	Percentage Green	Phase(s)
█	█	█	█	█	█	█	█
	█	█	█	█	█	█	█
	█	█	█	█	█	█	█
	█	█	█	█	█	█	█
	█	█	█	█	█	█	█
	█	█	█	█	█	█	█
	█	█	█	█	█	█	█
	█	█	█	█	█	█	█
	█	█	█	█	█	█	█
	█	█	█	█	█	█	█
	█	█	█	█	█	█	█
	█	█	█	█	█	█	█

Appendix 4: Appointment of ICI

1. The independence and professional integrity of the ICI are critical to the effectiveness of the ICI regime. The principles set out below are intended to protect this independence and provide reassurance as to the integrity of the ICI. The ICI regime should also be operated on a value for money basis.
2. The ICI will be a qualified safety engineer (the **ICI**) employed or engaged by a recognised and suitably qualified engineering consultancy firm operating in New Zealand (**ICI Contractor**). The legal engagement will be with the ICI Contractor.
3. The Transport Agency will, in consultation with the Contractor and having due regard to the Contractor's reasonable comments, select and appoint ICI Contractors on the basis of their professional standing and industry reputation and on the basis that their proposed safety engineer(s) have suitable and sufficient qualifications and experience to competently carry out the ICI duties.
4. To achieve cost efficiencies the Transport Agency, in consultation with the Contractor and having due regard to the Contractor's reasonable comments, may select a small revolving ICI Panel, made up of three or more ICI Contractors. In the event that an ICI is required under Schedule 13 the Transport Agency would appoint an ICI from the ICI Panel, with the appointment rotating among the Panel members. ICI Panel membership will be reviewed periodically.
5. The Contractor will have a right to object on reasonable grounds to a selection to the ICI Panel or if the Contractor becomes aware of a change to the suitability and qualification of an ICI Panel member, in which case that member will be removed from the ICI Panel.
6. ICI Contractors and ICIs cannot be Contractor Related Persons.
7. Appropriate procedures will be agreed to deal with conflicts of interest should they arise. This will include not selecting an ICI for a particular engagement if there is any actual or reasonably perceived conflict of interest in respect of that engagement.
8. The Transport Agency reserves the right to terminate an ICI Contractor's ICI Panel membership if the NZTA considers that the professional integrity of the ICI services has been breached.
9. ICI Contractors will be members of the Institution of Professional Engineers New Zealand (**IPENZ**) or its successor organisation and be bound by the IPENZ Code of Ethics and subject to IPENZ Rules (or others as relevant), including disciplinary regulations that govern the procedures and actions in the event of a complaint regarding the conduct of a member.
10. ICI Contractors will be required to carry appropriate Professional Indemnity insurance.
11. The Transport Agency and the Contractor may provide information and assistance as reasonably required to assist the ICI in carrying out its duties, however neither party or their respective related parties or personnel is entitled to influence or attempt to influence the ICI's findings.