

SM012 State Highway Controls and Operations Manual

Part 13 - Consolidated Appendices

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Appendix G1: Crash Damage Cost Recovery Letters and Process

Appendix G1.1 Crash Damage Cost Recovery Letters

Letter 1: Immediate response

Wednesday, 10 April 2013

<Customer Name>

<Address 1>

<Address 2>

<Address 3>

<Regarding: State Highway Damage>

Dear <customer name>,

Potential damages claim – vehicle ABC123 – accident State Highway 99

I am writing to you about the incident involving the above vehicle on [24 January 2013], as our information identifies that you were involved in the incident at the time.

The purpose of this letter is to inform you that the NZ Transport Agency is reviewing the circumstances of the crash you were involved in but has a view that you may have some responsibility for it, and may seek to make a claim against you for the costs to the NZ Transport Agency arising from this event and the damage caused.

We are mindful that this may not be something that you had considered following this event. It is NZ Transport Agency policy about prudent use of essential funding that consideration is given to claiming such costs where a person is legally liable in the law of negligence to pay compensation.

In this instance the NZ Transport Agency has incurred costs relating to damage of highways' assets and/or the costs of road management, for example closure and clean-up.

I realise that this may be the first time that you have been contacted by a road controlling authority over such a matter and that as a result you may have further queries. If you wish to discuss any aspect of this matter further, or provide any information to the NZ Transport Agency, please do not hesitate to contact me at the email address or telephone number below.

Finally, you may wish to obtain independent legal advice about this matter. If you do not have access to a lawyer, you may wish to contact your local community law centre.

We will write again when we have completed our review of the circumstances of the crash and your involvement in it.

Yours sincerely

for System Manager

Letter 2: Follow-up letter

Friday, 10 May 2013

<Customer Name>

<Address 1>

<Address 2>

<Address 3>

<Regarding: State Highway Damage>

Dear <customer name>,

Damages Claim – vehicle ABC123 – accident State Highway 99

Further to the previous letter of [10 April 2013] I am writing to you about the incident involving the above vehicle on [24 January 2013], as the information we have identifies that you were involved at the time. I hope that you have fully recovered from any immediate impact of this event.

The purpose of this letter is to inform you that, having reviewed the circumstances of this crash, the NZ Transport Agency considers that the cause of the damage (and necessary remedial works) was as a result of negligence on your part. The NZ Transport Agency intends now to claim the costs it has incurred as a result of this event.

In this instance the NZ Transport Agency has incurred costs of \$XXXXXX relating to damage of highways' assets and/or the costs of road management, for example closure and clean-up. You will find these costs itemised in the attached schedule.

Please contact me at the email address or telephone number below to let me know whether you accept liability for these costs.

If you accept liability, we understand that the full cost may be difficult to find all at once and would be happy to discuss the possibility of accepting payments over time.

In many cases road users have insurance that covers the cost of such claims by third parties for such incidents. If this is true in your case, and you wish for us to deal directly with your insurance provider, please advise us as soon as possible and we will ensure that all future correspondence will go through them.

If you deny liability, please contact me to inform me why you consider you are not liable.

If we are not able to come to an agreement with you about this matter, we may pursue a claim in either the Disputes Tribunal or District Court. You may wish to obtain independent legal advice about this matter. If you do not have access to a lawyer, you may wish to contact your local community law centre.

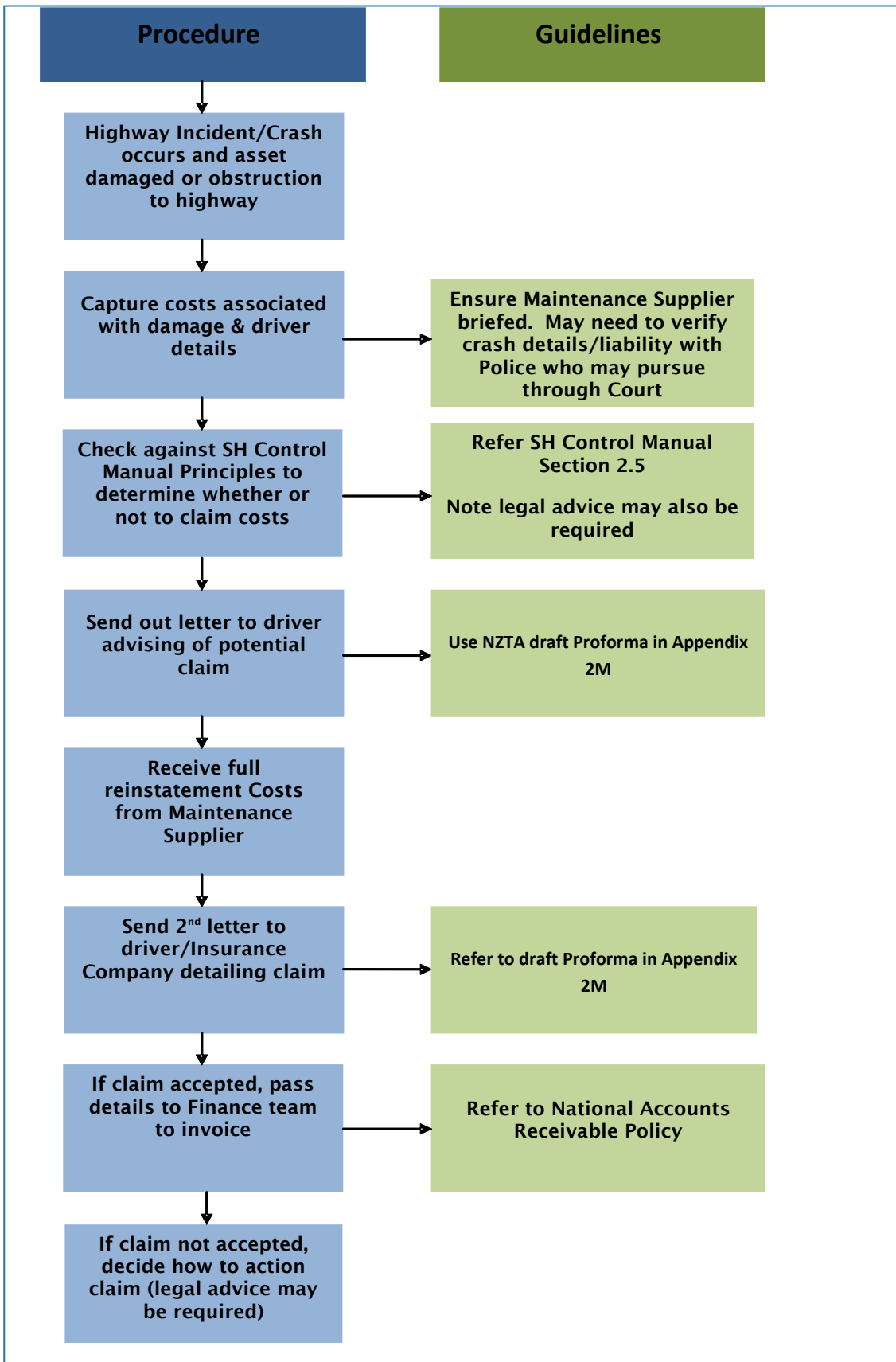
If you wish to discuss any aspect of this matter further, please do not hesitate to contact me at the email address or telephone number above.

Yours sincerely

for System Manager

Appendix G1.2

Crash Damage Cost Recovery Process



Appendix G2: Licence to Occupy Road (Long Form)

Dated 2024

Parties

New Zealand Transport Agency, a Crown Entity established under section 93 of the Land Transport Management Act 2003 ('**Transport Agency**')

[*Insert name of Licensee*], [*If company, insert company number here*] ('**Licensee**')

Background

The Transport Agency has the sole powers of control for all purposes of State highways and motorways under sections 61 and 80 of the Government Roading Powers Act 1989. The Transport Agency is the controlling authority of the area of [*State highway/motorway*] at [*insert description of area*].

The Transport Agency has agreed to grant the Licensee a Licence to occupy the Land on the terms and conditions of this Licence, and the Licensee has agreed to accept that grant.

Execution

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

Signature

Full name (please print)

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

Signature

Full name (please print)

Details and Definitions

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

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

Plan

[Insert plan of Land]

Operative Provisions

1 Grant

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

2 Licence Fee

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

3 Termination

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

4 Licensee's Obligations on Termination

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

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

5 Maintenance

- 5.1 The Licensee will keep and maintain the Land, and take all reasonable steps to protect the Land, including buildings, fixtures or fittings, installations, fences, hedges, trees (including shelter belts), gates and any sealed areas or other property of the Transport Agency, free from any damage by the Licensee and the Licensee's employees, agents or invitees.
- 5.2 The Licensee will not bring about the cause of any waste of the Land or any contamination to the Land, and will not disturb the surface of the Land, apart from such disturbance as is necessary for the construction and maintenance of any improvements or structures permitted under this Licence.

- 5.3 If the Licensee defaults in any of its obligations to maintain or repair under this Licence, the Transport Agency may arrange for such repair or maintenance to be undertaken at the cost of the Licensee, but without prejudice to the Transport Agency's other rights and remedies under this Licence. The Licensee must immediately reimburse the Transport Agency for such expense.

6 Permitted Use

- 6.1 The Licensee will not use the Land for any purpose other than the Permitted Use.
- 6.2 If the Permitted Use is permissible only with the consent, permit or permission of any authority, or under or in pursuant to any statute, Regional and District Plans, regulation, other enactment or order of Court, the Licensee must obtain:
- a such consent, permit, permission or order at the sole cost and expense of the Licensee including, but not limited to, any costs or financial contributions involved in complying with any conditions of such consent, permit, permission or order obtained; and
 - b the approval of the Transport Agency to the conditions of that consent, permit, permission or order.

7 Damage

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

8 No Access

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

9 No Interference with Public Use

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

10 Compliance

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

11 Transport Agency Approvals

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

12 Health and Safety

- 12.1 Without limiting the Licensee's obligations under clause **Error! Reference source not found.**, the Licensee must do all things necessary as the occupier of the Land to comply with the Health and Safety at Work Act 2015 ('**HSWA**'). The Licensee:
- a acknowledges that the Land forms part of the Transport Agency's State highway network, and that there are hazards associated with working in, on, and around the State highway (including without limitation hazards posed by fast-moving vehicles);
 - b will ensure the health and safety of its workers and all other persons affected by work carried out by or for the Licensee in connection with the Permitted Use;
 - c will, prior to the commencement of any works permitted by this Licence, provide a site management plan for the intended works to the Transport Agency for its approval (not to be unreasonably withheld);
 - d will consult, cooperate, and coordinate its work on the Land with the Transport Agency and any persons conducting a business or undertaking (as defined in section 17 of the HSWA) who is accessing the Land;
 - e will promptly notify the Transport Agency of any accident, injury, illness, near miss, or exposure that the Licensee becomes aware of in the course of, or arising from, its work on the Land (an '**incident**'), and provide the Transport Agency with such assistance and information as the Transport Agency considers necessary to conduct an investigation into any such incident;
 - f if requested by the Transport Agency, will promptly give the Transport Agency copies of any documents related to or created in respect of any investigation by the Licensee into any such incident; and
 - g will promptly give the Transport Agency copies of any notices and correspondence the Licensee receives from WorkSafe New Zealand or any other authority (including the Licensee's responses to any such notices or correspondence) concerning the Licensee's compliance with the HSWA or any other health and safety legislation or regulations.

13 Transport Agency Access

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

14 Transport Agency Works

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

15 No Assignment

- 15.1 This Licence is personal to the Licensee, and the Licensee may not assign, transfer, sub-licence or otherwise share the Licensee's rights under this Licence to or with any other person.
- 15.2 Where the Licensee is an unlisted company, then any change in the legal or beneficial

ownership of any of its shares, or any issue of new capital without the prior consent of the Licensor, will be a breach of this Licence.

16 Indemnity

16.1 To the fullest extent permitted by law, the Licensee:

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

17 No Warranty

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

18 No Lease

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

19 Notices

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

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

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

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

20 Transport Agency's Statutory Role

- 20.1 Nothing in this Licence will override the Transport Agency's statutory and regulatory role under the Government Roading Powers Act 1989, the Land Transport Management Act 2003 or any other Act, regulation or by-law, and the performance by the Transport Agency of that role and as a Crown entity (the ***Transport Agency's Role***).
- 20.2 Nothing in this Licence is to be taken to imply any approval under the Transport Agency's Role, other than an approval expressly recorded in this Licence.
- 20.3 If there is a conflict between the provisions of this Licence and the Transport Agency's Role, then the Transport Agency's Role will prevail.

21 Waiver

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

22 Dispute Resolution

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

Special Conditions

[Delete the provisions which do not apply.]

FENCING

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

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

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

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

- 1 **Works:** The Licensee will install and maintain the [utility] (**Utility**) to the satisfaction of the Transport Agency, and subject to any directions and conditions stipulated by the Transport Agency. The Transport Agency may require the whole or part of any such works to be carried out by or under the supervision of a person authorised by the Transport Agency, at the Licensee's cost. The Licensee will pay such cost to the Transport Agency upon receipt of an invoice from the Transport Agency.
- 2 **Maintenance:** The Licensee will maintain the Utility in good order and condition, with as little interference as possible to the surface of the State highway above the Utility. The Licensee will make good any damage caused to the State highway within the boundaries of the legal road reserve during any works.
- 3 **Minimum Covering:** The Licensee will place the Utility at a depth to ensure a cover of at least [insert] millimetres (**Minimum Covering**) below the road surface and below the level of surface water channels. The placement must cause minimal disturbance to the State highway and be to the satisfaction of the Transport Agency. The Licensee must maintain the Minimum Covering throughout the term of the Licence, subject to Special Condition **Error! Reference source not found.** below.
- 4 **New minimum covering:** The Transport Agency may give the Licensee 24 hours' notice requiring the Licensee to lower and cover the Utility to a depth specified in the notice, at the Licensee's cost. Special Condition **Error! Reference source not found.** will apply from the notice date as if the specified depth were the Minimum Covering.
- 5 **Breakage/Leakage:** The Licensee is liable to the Transport Agency for the cost of repairing any damage which may occur to the State highway from any breakage or leakage in the Utility.

- 6 **Realignment:** In the event that the State highway is realigned, the Licensee will reinstall the Utility under the new realignment, at the Licensee's cost and as directed by the Transport Agency.
- 7 **Inspection and modification of works:** Any works in relation to the Utility will at all times be open to inspection by a person authorised by the Transport Agency. The authorised person may request that the works be modified or improved or carried out with different materials, provided that such request is for the purpose of preserving and safeguarding the State highway. Upon receiving the request, the Licensee shall carry out the works subject to such modification or improvement, at the Licensee's cost.
- 8 **Indemnity:** Where the Licensee engages a contractor to carry out any works to the Utility, the Licensee shall procure an indemnity from the contractor in favour of the Transport Agency. The indemnity must apply to any loss, claim, damage, expense, liability, costs or proceeding suffered or incurred at any time by the Transport Agency in relation to the works, to the fullest extent permitted by law. The existence of such indemnity shall not relieve the Licensee of any liability to the Transport Agency.

Appendix G3: Licence to Occupy Road (Letter Form)

[Date]

[Name]

[Address]

Dear [Name],

LICENCE TO OCCUPY ROAD – [INSERT DESCRIPTION OF AREA, INCLUDING RELEVANT STATE HIGHWAY AND TOWN/CITY]

The NZ Transport Agency (**Transport Agency**) has the sole powers of control for all purposes of State highways and motorways under sections 61 and 80 of the Government Rounding Powers Act 1989. The Transport Agency is the controlling authority of the area of [State highway/motorway] at [insert description of area].

The Transport Agency is willing to grant you a licence to occupy the Land. This letter, together with the Standard Terms and Special Conditions, forms the terms and conditions of the licence (**Licence**).

If you wish to accept the terms of this Licence, please sign this letter below where indicated and return a copy to [insert contact details].

Yours sincerely

[Insert name of signatory]

[Insert role]

NZ Transport Agency

I/We have read the terms and conditions of this Licence, and agree and accept those terms and conditions.

[Use if Licensee is an individual]

Name: *[Insert name]*

Name: *[Insert name]*

[Use if Licensee is a company]

Name: *[Insert name]*

For and on behalf of *[Name of company in full]*

SCHEDULE 1 STANDARD TERMS

1. Definitions: In this Licence, the following terms have the following meanings:

Licensee	<i>[Insert name of Licensee. If a company, include the company number.]</i>
Land	That area of State Highway [x] in the position shown marked on the Plan and in accordance to the specification approved by the Transport Agency.
Plan	The plan attached as Schedule 3 of this letter.
Licence Fee	\$1.00 plus GST (if any) per annum
Permitted Use	<i>[Insert description of permitted use, e.g.</i> <ul style="list-style-type: none">• <i>To placing a fence on the Land.</i>• <i>To place a Norski toilet adjacent to State Highway 1 at route position 635/0.368 TLS and 635/6.806 TLS.</i>• <i>To install and maintain a water pipe.]</i>
Commencement Date	<i>[Insert date]</i>

2. Grant: The Transport Agency grants to the Licensee a non-exclusive licence to occupy the Land on the terms and conditions set out in this Licence, from the Commencement Date until this Licence is terminated under clause 4.

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

4. Termination: Either party may terminate this Licence at any time by giving the other party at least **3** months' written notice. *[The default notice period is 3 months, but this can be extended if required.]* The Licensee will not be entitled to any compensation, damages or claim of any kind on the termination of the Licence.

5. Licensee's obligations on termination: The Licensee must, no later than 14 days after the termination of this Licence, leave the Land in the same condition it was in at the Commencement Date. If the Licensee fails to comply with this obligation, then the Transport

Agency may at its option commence its own works to restore the Land and recover all costs from the Licensee. This clause is without prejudice to the Transport Agency's other rights and remedies.

- 6. Maintenance:** The Licensee will keep and maintain the Land, and take all reasonable steps to protect the Land, including buildings, fixtures or fittings, installations, fences, hedges, trees (including shelter belts), gates and any sealed areas or other property of the Transport Agency, free from any damage by the Licensee and the Licensee's employees, agents or invitees.
- 7. Permitted Use:** The Licensee will not use the Land for any purpose other than the Permitted Use.
- 8. Damage:** The Licensee must, at its cost, promptly repair any damage caused to the Land or any of the Transport Agency's improvements or property on the Land by the Licensee or any person using the Land under this Licence.
- 9. No access:** The Licensee shall not be entitled to any form of compensation, damages, or claim of whatever kind in the event that there is an emergency and the Licensee is unable to gain access to the Land.
- 10. No interference with public use:** The Licensee shall ensure that no interference is caused to the use of the State highway by the public when carrying out any works to repair, maintain, remove, or replace any improvement, utility, fence or other structure on the Land.
- 11. Compliance:** The Licensee must comply with all relevant legislation, regulations and bylaws affecting the Land and the Licensee's use of the Land, and must not cause or allow any act on the Land that would cause nuisance or annoyance to any neighbouring property.
- 12. Transport Agency approvals:** The Licensee must obtain all necessary approvals from the Transport Agency for works in the road corridor, including approval under section 51 of the Government Roading Powers Act 1989. The granting of this Licence does not constitute the granting of such approval and does not guarantee that any such approval will be granted.
- 13. Health and Safety:** Without limiting the Licensee's obligations under clause **Error! Reference source not found.**, the Licensee must do all things necessary as the occupier of the Land to comply with the Health and Safety at Work Act 2015 (**HSWA**). The Licensee:
 - i. acknowledges that the Land forms part of the Transport Agency's State highway network, and that there are hazards associated with working in, on, and around the State highway (including without limitation hazards posed by fast-moving vehicles);
 - ii. will ensure the health and safety of its workers and all other persons affected by work carried out by or for the Licensee in connection with the Permitted Use;
 - iii. will, prior to the commencement of any works permitted by this Licence, provide a site management plan for the intended works to the Transport Agency for its approval (not to be unreasonably withheld);

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

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

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

16. No assignment: This Licence is personal to the Licensee, and the Licensee may not assign, transfer, sub-licence or otherwise share the Licensee's rights under this Licence to or with any other person.

17. Indemnity: To the fullest extent permitted by law, the Licensee:

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

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

19. No Lease: This Licence does not create any lease, tenancy, or interest in the Land.

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

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

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

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

21. Transport Agency's statutory role: The Licensee acknowledges that the Land is controlled and managed by the Transport Agency as part of its statutory responsibilities, including under the Government Roding Powers Act 1989 and the Land Transport Management Act 2003, which prevail over the terms of this Licence.

SCHEDULE 2 SPECIAL CONDITIONS

[Delete the provisions which do not apply.]

FENCING

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

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

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

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

1. **Works:** The Licensee will install and maintain the [utility] (**Utility**) to the satisfaction of the Transport Agency, and subject to any directions and conditions stipulated by the Transport Agency. The Transport Agency may require the whole or part of any such works to be carried out by or under the supervision of a person authorised by the Transport Agency, at the Licensee's cost. The Licensee will pay such cost to the Transport Agency upon receipt of an invoice from the Transport Agency.
2. **Maintenance:** The Licensee will maintain the Utility in good order and condition, with as little interference as possible to the surface of the State highway above the Utility. The Licensee will make good any damage caused to the State highway within the boundaries of the legal road reserve during any works.
3. **Minimum Covering:** The Licensee will place the Utility at a depth to ensure a cover of at least [insert] millimetres (**Minimum Covering**) below the road surface and below the level of surface water channels. The placement must cause minimal disturbance to the State highway and be to the satisfaction of the Transport Agency. The Licensee must maintain the Minimum Covering throughout the term of the Licence, subject to Special Condition **Error! Reference source not found.** below.
4. **New minimum covering:** The Transport Agency may give the Licensee 24 hours' notice requiring the Licensee to lower and cover the Utility to a depth specified in the notice, at the Licensee's cost. Special Condition **Error! Reference source not found.** will apply from the notice date as if the specified depth were the Minimum Covering.
5. **Breakage/Leakage:** The Licensee is liable to the Transport Agency for the cost of repairing any damage which may occur to the State highway from any breakage or leakage in the Utility.
6. **Realignment:** In the event that the State highway is realigned, the Licensee will reinstall the Utility under the new realignment, at the Licensee's cost and as directed by the Transport Agency.

- 7 **Inspection and modification of works:** Any works in relation to the Utility will at all times be open to inspection by a person authorised by the Transport Agency. The authorised person may request that the works be modified or improved or carried out with different materials, provided that such request is for the purpose of preserving and safeguarding the State highway. Upon receiving the request, the Licensee shall carry out the works subject to such modification or improvement, at the Licensee's cost.

Indemnity: Where the Licensee engages a contractor to carry out any works to the Utility, the Licensee shall procure an indemnity from the contractor in favour of the Transport Agency. The indemnity must apply to any loss, claim, damage, expense, liability, costs or proceeding suffered or incurred at any time by the Transport Agency in relation to the works, to the fullest extent permitted by law. The existence of such indemnity shall not relieve the Licensee of any liability to the Transport Agency.

SCHEDULE 3 PLAN

[Insert plan of Land, showing any relevant markings]

Appendix G4: Small Claims Letters

Letter 1: Immediate response; acknowledgement of claim

Wednesday, 10 November 2017

<Customer Name>

<Address 1>

<Address 2>

<Address 3>

<Regarding: State Highway Claim (CRMS Reference)>

Dear <customer name>,

Thank you for contacting the NZ Transport Agency. We understand that your vehicle was damaged when passing (add details of specific location of incident).

We appreciate you taking the time to raise your concerns. Being responsible for state highway maintenance and operations, we have a duty of care to all road users and we do take this duty of care seriously. In the (West Waikato South area), a maintenance contractor, (ABC Construction Limited), is employed to carry out all maintenance works. The maintenance contract specifies standards of works to be achieved including defect repair methods and response times.

Thank you for providing (the photos). If possible, please provide further details as per the attached to help the contractor review the relevant maintenance records and provide a response.

Your request will be passed onto (ABC Construction Limited) and please feel free to contact me or the contractor directly on (07 123 456). It will be helpful if you have the reference number CRMS (8000012345) handy when you make contact.

Or if prepared by NOC

If possible, please provide further details as per the attached so we can review the maintenance records and respond to your query. The process normally takes approximately 5 to 10 working days. Please feel free to contact us on (07 123 456), or email: (_____) if you have any questions. It will be helpful if you have the reference number CRMS (8000012345) handy when you make contact.

Yours sincerely

Name

Position Title

Vehicle Damage CRMS Query (8000012345) Details:

- 1) The date and time (as accurate as possible) of the incident which cause the damage;
 -
 -
- 2) The weather conditions when the incident occurred;
- 3) The speed of vehicle when incident occurred;
 -
 -
- 4) The name of the driver and his / her driver's licence;
- 5) The vehicle Registration number;
 -
 -
- 6) A detailed and specific description of the exact location of the pothole (for example, south of White Road intersection, northbound lane, approximately 250m north from the access of the rest area; or north of Black Road, southbound lane, approximately 80m south of the curve warning sign). Please use (Diagram / basic sketch if you find it helpful)
 -
- 7) Brief description of incident (Diagram / basic sketch of incident)
 -
 -
 -
 -
 -
- 8) Witnesses (if any) – name and telephone number

- 9) Evidence of damages and evidence of the cost to repair the damage
 -
 -
 -
 -
- 10) Your full name and preferred daytime contact number / cell phone number and email address

Please email or post the information to: _____ or PO Box _____.

Letter 2: Customer follow-up; maintenance requirement and liability

Wednesday, 10 November 2017

<Customer Name>

<Address 1>

<Address 2>

<Address 3>

<Regarding: State Highway Claim (CRMS Reference)>

Dear <customer name>,

Following our last correspondence dated (01 January 0001), we are in the process of reviewing our maintenance records and investigating the way this defect was handled.

On behalf of the NZ Transport Agency (the Agency), we maintain the state highway network as required by regulations and specifications. Nonetheless, the wet weather at this time of year makes successful and permanent repair works unviable. To ensure an active approach is undertaken on repair work during winter months and other wet weather conditions, maintenance crews are required to patrol the highway on a more regular basis compared to the summer months. The crews monitor the road condition, including potholes, and either makes the site safe by installing warning signs, or carrying out necessary temporary repair if any potholes, which pose immediate hazard to road users, are observed. Permanent maintenance work is normally carried out in summer as it requires warmer and drier conditions.

(The extreme wet weather occurred on the 1st of September caused potholes throughout the Karangahake Gorge). These potholes had been subsequently filled once the wet weather conditions subsided. Unfortunately, in extreme weather events such as this one, not only can new potholes develop very quickly, pothole repairs often lead to varying results. . Consequently, repaired potholes can quickly re-appear following traffic action. Therefore, the most practicable maintenance approach is to monitor, make-safe the site and fill the pothole as soon as practicable.

As a result, the Agency is unable to provide a guarantee or indemnity on behalf of the Crown. In all but cases of negligence by the Agency and/or its maintenance contractor, damage from road surface incidents is an insurance claim. In the case related to your vehicle damage, the appropriate maintenance records are being checked for evidence of negligence. Any associated liability for your vehicle damage can be determined based on whether the relevant specifications are met.

We will be in contact after presenting our findings and recommendations to the Agency's Maintenance Contract Manager for final review and approval.

Yours sincerely

Name

Position Title

Letter 3: Final response; vehicle damage outcome

Wednesday, 10 November 2017

<Customer Name>

<Address 1>

<Address 2>

<Address 3>

<Regarding: State Highway Claim (CRMS Reference)>

Dear <customer name>,

Following our last email/letter, the investigation into your vehicle damage on (dd/mm/yyyy) at (SH2 at Karangahake Gorge) has now been completed.

During the investigation, relevant pavement repair records were reviewed for the appropriateness of the repair method and job response time. It is identified that:

- The potholes at this location were reported (by you) at 11:45am 24 July. Prior to that, the maintenance service provider was unaware of the issue;
- The potholes were subsequently repaired at 1:15pm the next day which met the maintenance contract specification of a 48-hour response time;
- The site was made safe with warning signs at 12:45 the same day which meet the maintenance contract specification of a one-hour response time.
- The repair was carried out using standard temporary repair method. Given the weather at the time, the quality of repair work was appropriate and in line with relevant specifications.¹

It has been determined that the contractor has met their contractual obligations and therefore the NZ Transport Agency is not liable for damage claims Please contact your insurance company for the cost of damage repair. Or

It has been determined that the contractor has not met their contractual obligations and therefore the NZ Transport Agency will compensate for actual verified costs on behalf of its maintenance contractor. (and will then deduct this sum from monies owing to the contractor?)

There had been suggestions to place warning signs following repair work, nevertheless this “just in case” approach would affect the effectiveness of signs indicating actual problems on the road, therefore cannot be applied (example of responding to any of customer’s suggestions only).

Travelling on road including the state highways will never be completely risk-free and will always require all of us to always be vigilant, keep good distance from the vehicle in front and always drive to the conditions so that we are prepared to expect the unexpected.

¹ Note for author: contract requires defects that will, or have, caused damage or are considered a safety hazard to be managed under the incident response requirements of the contract i.e. responded to within 1hr (higher classification routes) 2 hrs (lower classification routes). If they are potholes that have not developed to this extent then 48hrs is the contract PIP period from the time it has by identified by the contractor or the principal or 3rd party.

Yours sincerely

Name

Position Title

Appendix G5: Agreements for Activities Affecting State Highways

G5.1 Consent for Services that Belong to Recognised Utility Operators

Appendix G8 includes the template for preparing a *Schedule of Reasonable Conditions* for utility services on non-motorway state highways, where the Utility Operator is a local authority or authorised in legislation. The preamble in the first paragraph of the notice may need to be amended as appropriate to indicate whether the works being approved relate to maintenance of existing plant only or to new plant installation and on-going maintenance thereof. Appropriate site-specific local and special conditions may be included in this notice.

G5.2 Consent for Works on Motorways

Appendix G7 has the template for preparing a *Works Access Permit (Motorways)* for utility services on motorways. The description of the Background may need to be amended as appropriate to indicate whether the works being approved relate to maintenance of existing plant only or to new plant installation and on-going maintenance thereof. Appropriate site-specific special conditions may be included in this agreement by adding to the template included with the *Agreement as to Work on Motorways* in Appendix 19.

G5.3 Consent for Other Services

Appendices G2 and G3 are the templates for preparing a *Licence to Occupy* for utility services, where the applicant is not a recognised service authority, the choice being dependent on the scale of the request. The deed provides for installation of services (or ownership change) plus on-going maintenance on a state highway or motorway. The applicant could be a government department, private person, private trust, company or other entity that does not have statutory right of access to the state highway corridor. The grant is made at the discretion of the State Highway Manager in accordance with delegated authority. Note that in the case of a Trust, the trustees have to be named as the Grantee as the party named in a Deed of Grant cannot be a Trust. Appropriate site-specific special conditions may be included in this deed by adding to the template in the *Agreement as to Work on State Highway* in Appendix G6.

G5.4 Consent for Service Installation Followed by Transfer of Ownership Responsibility to an Authorised Utility Operator

Where ownership and on-going responsibility for the newly installed service on a non-motorway state highway is to be transferred to a recognised Utility Operator as from the date of completion, a *Licence to Occupy* for utility services is not appropriate after completion. Consent shall be given to the installer (for the installation only) by means of a *Licence to Occupy* for utility services (Appendices G2 or G3) and consent for the on-going operation and maintenance of the service after completion shall be given to the utility authority by means of a separate *Works Access Permit* (Appendix G7) and *Schedule of Reasonable Conditions* (Appendix G8). Prior written confirmation from the Utility Operator of their acceptance of responsibility will be required.

Consent for new services on a motorway, which involves installation by a private party or government department and subsequent ownership by a Utility Operator, shall be given by means of a single *Works Access Permit (Motorways)* (Appendix G7) in favour of the installer and the long-term operator who shall have rights and obligations chronologically defined in the terms of agreement.

G5.5 Preliminary Notification, Corridor Access Request and Works Approval Notice

Appendix G18 has the templates for notification and requests for access approval and Appendix G7 has the template for preparing a *Works Access Permit* for any works on State highways, where either a Territorial Local Authority or authorized Utility Operator requires NZTA consent for undertaking utility works within the State highway road reserve and the organisation involved has legislative or other authority for requesting consent. Typically, such approvals will include a *Schedule of Reasonable Conditions* as included in Appendix G8 and appropriate site-specific local and special conditions may be included.

G5.6 Consents for Improvement Works on State Highways

Appendix G6 has the template for preparing an *Agreement as to Work on State Highway* for any works on non-motorway state highways, where the Principal requires NZTA consent for undertaking permanent improvements within the state highway road reserve and the Principal has no legislative or other authority for requesting consent. Typically, such agreements provide for alterations to the State highway carriageway where a private developer or other organisation is required to undertake certain State highway improvements as a condition of NZTA's consent for the adjoining private development, in terms of the Resource Management Act. Appropriate site-specific special conditions may be included in this agreement.

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

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

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

G5.7 Process for Conflicts of Interest Arising From the Installation of 'Utilities' in Project Works

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

utility types, to have formal processes for dealing with conflicts of interest. However, it would be desirable for the NZTA to have basic procedures in place for the purposes of risk mitigation.

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

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

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

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

Appendix G6: Agreement as to Work on State Highways (ATWOSH)

G8.1 Agreement

DATE:

PARTIES:

1. **The NEW ZEALAND TRANSPORT AGENCY**, a body corporate established under and by virtue of the Land Transport Management Amendment Act 2008 (“NZTA”).

2. **AND** the Body or Person requesting the works, being _____

BACKGROUND:

A. The NZTA has the sole powers of control for all purposes including construction and maintenance of all State highways pursuant to the provisions of the Government Rounding Powers Act 1989.

B. _____ wishes to carry out certain work specified in the Schedule hereto which involves or affects a State highway (“the work”).

C. The consent of the NZTA is required for the work and the NZTA agrees to provide such consent on the conditions set out.

TERMS OF AGREEMENT:

1. IN consideration of the NZTA agreeing to the work being done, _____ hereby agrees to indemnify the NZTA against all claims, losses, damages and costs incurred by the NZTA in relation to the work.

2. _____ hereby agrees to compensate the NZTA for damage to any state highway or structures on the state highway (including but not limited to bridges and safety barriers) incurred in relation to the work.

3. _____ agree to abide by all the conditions and specifications stated under this agreement and understand that any contravention of the agreement may result in the NZTA refusing further access to the state highway.

Signed for and on behalf of the
NEW ZEALAND TRANSPORT AGENCY

Signed for and on behalf of applicant

by _____
System Manager

by _____

G8.2 Schedule (The Work Information)

THE WORK:

(Description of Work)

LOCATION:

State Highway:

Route Position:

Address (House No):

TIMING:

Commencement Date:

Expected Duration:

CONTRACTOR:

Name:

Site Representatives Name:

Contact Numbers:

day: _____

night: _____

RESURFACING CONTRACTOR:

Name:

Contact Numbers:

day: _____

night: _____

G8.3 Notice of Conditions for Works on State Highway

Applicant:

Address:

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

State Highway:

Route Position:

Reference:

Location/Property:

Description of Work:

Plans:

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

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

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

24. The NZTA shall not be liable for loss or damage to the installed works due to damage to or loss of any road asset through any cause.
25. All of the civil engineering work shall meet with the approval of the NZTA System Manager and the installation shall be laid more or less in the location shown on the attached plans. The exact location and level of all installations are to be made known and agreed before work commences.
26. At the discretion of the System Manager, this agreement may or may not include a requirement for the Owner to provide a Contract Bond in favour of the NZTA or for the contractor to provide a Contract Bond in favour of the Owner, as a performance guarantee.
27. If requested, the Owner shall pay the reasonable costs of the NZTA and its consultants in connection with the processing of this notice and for the monitoring and auditing of the works.
28. Where the works affect an existing installation that belongs to the Owner, in the event of ambiguity or contradiction between the conditions herewith and any prior conditions or specifications relating to the installation, or to the Code of Practice for Temporary Traffic Management, the conditions contained herein shall take precedence.
29. A full copy of this Notice of Conditions shall be kept on site at all times during construction.
30. The Owner and/or their contractors, if when working on the State highway are found not to be complying with the relevant conditions or specifications and/or does not have permission to be there, are liable to be instructed to leave the site by the NZTA System Manager or his/her authorised representative.
31. Access to the site of the works from a motorway carriageway or motorway ramp, is not permitted without special permission of the System Manager.
32. The works are to be available at all times for inspection by any person authorised by the NZTA System Manager.
33. The Owner shall repair road assets made defective as a result of the works, should such repairs become necessary in the opinion of the NZTA System Manager or his/her authorised representative within twelve months of works completion. Remediation works shall be undertaken within two working days of being notified or as directed by the NZTA System Manager.
34. Where the Owner fails to comply with any requirement under these conditions, the NZTA may arrange for the necessary work to be done and may recover any costs incurred.
35. After satisfactory completion of the works, the Owner shall give prior notification to the NZTA on each separate occasion of any subsequent maintenance works that may be required and if the works are located in or under a carriageway or road shoulder The NZTA reserves the right to re-assess the implications and either decline the application or impose new or amended conditions to protect the integrity of the State highway.
36. If, during a period of two years from the above date, the whole of or any part of the works are required to be temporarily or permanently relocated or protected to enable the construction of any NZTA works that appear on the NZTA's future works programme as at the date of execution of this consent, then it shall be done by the Owner at no cost to the NZTA.
37. Nothing in this Notice shall be construed to derogate from the rights of the NZTA to enter upon the areas occupied by the works for the purpose of installing, maintaining, repairing or removing any new or existing road or bridge assets over or under the works or for any other lawful purpose.
38. The requirements made with regard to construction methodology, reinstatement, materials used, compaction and surfacing shall be complied with, as set out in the Special Conditions attached.

39. All traffic control on state highways shall conform with the requirements in the latest version of the “*Code of Practice for Temporary Traffic Management*” published by the NZTA for all work falling within the State highway road reserve and this shall include activities falling outside the road reserve where such activities affect the normal operating conditions of the State Highway. The Owner shall produce an approved Traffic Management Plan (TMP) in accordance with Section A7 of the above-mentioned Code of Practice prior to the works commencing.
40. The Owner shall ensure that the work is carried out under the control of a warranted Site Traffic Management Supervisor (STMS) - Practising, and there shall be sufficient other people on duty specifically to control the flow of traffic through the site in accordance with the Traffic Management Plan while having resources within the State highway road reserve.
41. The NZTA’s Traffic Management Co-ordinator shall be given two clear working days’ notice prior to commencing any work on the State highway. This notice, setting out the timeframes for the work to be undertaken, shall be given by facsimile to the NZTA Network Operations Contractor together with a copy of the approved TMP and confirmation must be received that the programme does not conflict with other work and permission to proceed is granted, prior to commencement of any works.
42. The works shall be carried out in a way that minimises disruption to the flow of traffic. In compliance with the Code of Practice, the works affecting traffic flows shall be undertaken outside of peak traffic flow periods as indicated by flow estimations. If the proposed programme provided does not meet this requirement, a revised programme must be submitted. If the works change in any way from those proposed in the notification, the NZTA shall be informed prior to commencement of the changed works, and be provided with a revised proposed programme.
43. All works shall be completed in one continuous operation. Works shall not to be suspended for any period of time greater than 24 hours without the NZTA permission.
44. No work shall take place on or near State highways during, and one day either side of, a public holiday, or public holiday weekend.
45. Instructions concerning the use of traffic control measures from an officer of the police traffic safety branch, or any person authorised by the NZTA System Manager, shall be complied with in addition to those stated in the Special Conditions.
46. The Owner shall obtain at his/her cost all necessary approvals, consents and permits from all statutory, public or other authorities prior to commencing any work on the State highway and shall comply with all Regional and District Plans and applicable statutes, bylaws, regulations, approvals, permits and consents.
47. The Owner and/or their contractor shall not hold the NZTA liable for any of the costs incurred if the Owner receives an Environmental Infringement Notice. The Owner and/or their contractor shall ensure that their works comply with all relevant aspects of the Resource Management Act (1991) and subsequent amendments.
48. If necessary, a plan shall be produced for managing environmental effects such as construction noise, the discharge of contaminants, sediment or litter and this plan shall be made available upon request.
 - i. Special measures shall be employed to avoid or mitigate construction noise that may cause disruption to residents in the vicinity.
 - ii. The Owner and/or their contractor shall take extra precautions during any grouting operations to avoid contaminating waterways and stormwater drainage with grouting compound.
49. The Owner and/or their contractor shall be responsible for locating and protecting all underground services the location and/or depth of some of which may not be known and

notwithstanding this fact it is the consent holder's responsibility at their own cost to repair any damage they may cause to any of these services.

50. All surplus excavated material shall be removed from the site and all surfaces disturbed by any of the work shall be restored to their original condition or better.
51. The Owner and/or their contractor shall be responsible for protecting and maintaining all NZTA signs and road furniture, including edge delineator posts, during the period of work and shall replace any items that become damaged or lost.
52. Where traffic safety facilities (signs, marker posts etc.) are removed in the course of the work these shall be re-erected to the proper standard prior to the removal of the temporary traffic controls required by these conditions.
53. The Owner shall keep an "As Built" set of drawings in their records showing the location of all of the utility service components of that they have information about or have uncovered. This record shall be available for inspection by the NZTA or their representative as and when the need arises.
54. All work undertaken by the Owner and/or their contractor working under this approval must comply with the requirements under the "Health and Safety at Work Act 2015" and the "Health and Safety at Work Regulations 2015", as amended.
55. All work undertaken by the Owner and/or his/her contractor working under this approval must comply with the Department of Labour Construction Act 1959 and Construction Regulations 1961, as amended, and any applicable industry codes of practice.
56. On completion of the works, the Owner and/or their contractors shall complete an "Works Completion Notice" form. The twelve-month maintenance period during which the NZTA has the right to require the Owner to carry out repair work shall commence as from the date that the NZTA or its authorised representative have given signed acceptance that the work is complete.
57. In the absence of a written agreement from the NZTA for an extension, this agreement shall become invalid if the works do not commence within six months of the above date.

Appendix G7: Works Access Permit for Roads and Motorways



Registration No:	
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1. The Parties

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

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

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

2. Attachments (delete as appropriate)

Attachment 1 being the Corridor Access Request.

Attachment 2 being the Schedule of Reasonable Conditions.

Attachment 3 being plan showing the agreed service location.

3. Background

a. In accordance with the Code: Utilities Access to the Transport Corridors and on behalf of the Corridor Manager, I give my written consent for access to the Road Corridor as specified in CAR Number _____

and attach my schedule of Reasonable Conditions; and

b. In the case of State Highways this Works Access Permit serves as the approval required under S51 of the GRP Act.

Signed		Date	
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Acting pursuant to delegated authority.

FOR Corridor Manager APPROVAL USE ONLY

Time spent processing:	
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	Approved Contractor
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	Route Plan Submitted
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	TMP Submitted
--	---------------

	Stockpiling arrangements
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Appendix G8: Schedule of Reasonable Conditions for Works Access Permits

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

Reasonable Conditions

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

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

Manager determine these are necessary prior to the end of the Warranty period;

- n) in accordance with the requirements of this Code or as otherwise agreed between the Corridor Manager and Utility restore to their original condition any surface or Utility Structure that was damaged or removed as a result of the Works;
 - o) control the surface water channels so as to cause minimal interference to existing flows;
 - p) fully restore the surface water channels at the completion of the Works;
 - q) notify the Road Corridor Manager of any maintenance Work it proposes to undertake within the two-year Warranty period;
 - r) have in place an approved TMP for Roads and Motorways at least two days prior to Work commencing on the Work Site;
 - s) provide the Road Corridor Manager with two Working Days' notice before commencement of Work on the Work Site;
 - t) ensure that the Work is carried out under the control of a warranted supervisor as required by the Code of Practice for Temporary Traffic Management and ensure that there are sufficient people on site specifically to control the flow of Traffic through the site in accordance with the TMP;
 - u) comply with instructions from an officer of the NZ Police Traffic Safety Branch or a duly authorised agent of the Road Corridor Manager in respect of Traffic management and safety;
 - v) complete Works in the Road Corridor in one continuous operation (suspension of Works over five continuous days requires the prior written permission of the Road Corridor Manager);
 - w) protect and maintain all Road Corridor signs, markers, signals, barriers and associated marking and replace them to the appropriate industry standard where they have been damaged by the Works;
 - x) complete and submit a Works Completion Notice form when the Works are complete; and
 - y) stop Work as necessary to meet the requirements of section 42 of the Heritage New Zealand Pouhere Taonga Act 2014.
2. Work must not take place on or near a State highway during and one day either side of a public holiday or public holiday weekend.
 3. Where otherwise required due to Traffic volumes or specific residential or Central Business District requirements, the hours of Work must be as specified in the Local Conditions and Special Conditions.
 4. The Warranty period starts from the date the Road Corridor Manager has given signed acceptance that the Work is complete or otherwise as provided in Section 4.7.1.7 of the Code.
 5. Unless the Works stated in the WAP have started on the Work Site, the agreement relating to the Works will only remain valid for six months from the date of approval on the Works Access Permit.
 6. The Road Corridor Manager must manage all applications relating to Road Corridor access in accordance with the timeframes and processes in the Code.
 7. The Corridor Manager may:
 - a) assess the suitability of any action proposed by the Utility Operator during the Warranty period and impose Reasonable Conditions that will maintain the integrity of the Road assets;
 - b) arrange for remedial Work to be done and recover the costs incurred from the Utility Operator, if the

- Utility Operator fails to take action within the agreed timeframe; and
- c) instruct the Utility Operator to stop Work and leave the Work Site (having made the site safe) if the Works are not complying with the relevant Reasonable Conditions including any plans, relevant conditions or specifications contained in the Code, or permission requirements.
8. In granting this WAP, no vested right is created.
9. This WAP is not transferable without the written permission of the Road Corridor Manager.

NZ Transport Agency Local Conditions

- 10. The approval under this WAP applies only to services and works that are to be located within the boundaries of road or road reserve land that is under the control of the New Zealand Transport Agency (NZTA).
- 11. Nothing in this WAP shall be construed to derogate from the rights of the NZTA to enter upon the areas occupied by the Works for the purpose of installing, maintaining, repairing or removing any new or existing assets over or under the Works or for any other lawful purpose.
- 12. Overhead services shall be erected with a clearance of 6.5 metres above the road carriageway. Where a lesser clearness is requested, it must be agreed by the Corridor Manager and will be considered on a case by case basis, taking into account the clearances for other adjacent Utility Assets on the route. Where a greater clearance is required, such as an overdimension route, the minimum height will be set in the Special Conditions.
- 13. All poles are to be installed as close to the boundary as practicable, in accordance with Section 53 of the Government Roding Powers Act 1989.
- 14. On motorways a cover depth of at least 2.0 metres is required. On State highways a cover depth of at least 1.0 metre in the berm and 1.5 metres under the surface of the carriageway and shoulder is required. Where this is not practicable, the minimum depths shall be determined using the process described in section 3.2.3 of the Utilities' Code and shall be as specified in the **Special Conditions attached**.
- 15. Underground services installed across the carriageway, under vehicle access ways or crossings shall be placed by trenchless construction in accordance with s. 5.1.4 of the Code, unless it can be demonstrated that this is not reasonable or practicable and is approved otherwise in the Special Conditions.
- 16. The Utility Operator shall ensure the temporary construction pits shall be as close to the boundary as practicably possible, and these pits are to be kept to a practical minimum size. At the end of the Works all construction pits are to be backfilled and reinstated.
- 17. The NZTA has an agreed Accidental Discovery Protocol (ADP) with Historic Places Trust and Iwi covering all works performed within the State highway road reserve. The steps indicated in the protocol shall be observed in any situation where there is an "accidental discovery" of archaeological matter, including human remains. Where contact or consultation is required due to the level of risk of an accidental discovery, this is to be undertaken by the Utility Operator, in association with the ADP signatory organisations, at no cost to the NZTA. (www.nzta.govt.nz/resources/state-highway-professional-services-contract-proforma-manual/standards/docs/Z22.pdf)
- 18. Further to clause 5.1.2.4 of the National Code of Practice, the Utility Operator must report to the Corridor Manager all unexpected damage to assets and/or property resulting from the works as

soon as practicable after the damage occurs.

19. The utility operator must comply with NZTA's Personal Protection Equipment requirements as a minimum standard in accordance with section 2.5, clause 2a of the Code. NZTA Link; www.nzta.govt.nz/resources/health-and-safety-ppe
20. The Utility Operator shall give the Road Corridor Manager 48 hour's written notice of completed surface preparation to allow a site inspection prior to surfacing. If after 48 hours no inspection has been undertaken, surfacing can proceed.
21. Where there is any likelihood that construction noise or ground vibration due to the works will affect local residents or adjacent businesses, the Utility Operator shall comply with the State Highway Construction Noise Guide V0.4: February 2012 (www.acoustics.nzta.govt.nz) or subsequent amendments, setting out the best practicable option that will meet the criteria relevant to the worksite.

22. New – ConstructSafe

All State highway work sites have a minimum entry requirement of ConstructSafe Tier 1 (or alternative approved independent competency assessment scheme aligned to ConstructSafe) for all workers entering the site. Workers who have not attained ConstructSafe Tier 1 are not authorised to enter the site unless they are approved to do so and supervised at all times while on site by appropriately trained supervisors. For more information, visit www.constructionsafetycouncil.co.nz

23. Cost Recovery and Charges

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

23.1 State Highway Minor Works

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

23.2 State Highway Major Works

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

23.3 Project Work on State Highways

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

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

Local Conditions

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

24. Further to condition 1(e), depending on the completeness of the submitted methodology, any or all conditions may be omitted from this schedule if the agreed methodology provides for the condition, or agreed alternative, to be met.
25. **General** - Where the Corridor Manager is aware of issues with the existing ground conditions and requires a higher duty of care to maintain the structural integrity of the road, the Utility Operator shall provide additional details of the construction methodology and comply with any restrictions imposed on the placement of any works and/or submit the timings and exact location and levels of the works to be undertaken. The methodology is to include an assessment of the ground conditions, traffic effects and perceived risks and a contingency plan to monitor and manage such risks during and after construction. Approval for the work to commence is subject to the Corridor Manager being satisfied that the construction methodology is compatible with the existing ground condition.
26. **General** - It is not normal practice for the NZTA to require a bond unless required as a result of persistent non-performance. If stated in the Special Conditions, a performance bond will be required by the NZTA to ensure remediation of poor surface reinstatement or negating unacceptable response times for carriageway surface repairs. Where a performance bond is required by the NZTA, evidence of the bond must be provided by the applicant before a WAP for the proposed service installation or works is issued.
27. **Construction** - Where there is any potential for the construction activity to have more than a minimal effect on an adjoining property, particularly the access to the property, the Utility Operator must consult with the landowner or resident and confirm that appropriate measures will be undertaken to address any valid concerns that are raised.
28. **Construction** - The Utility Operator must consult with the relevant District or City Council about all Works behind the kerb line on a State highway in an urban area. The NZTA has a partnership with the Council for management of State highways in urban areas and will take into account the requirements of the Council, to protect their assets, as included in the Special Conditions.
29. **Standards** - The mole ploughing method of laying services will require a methodology that includes measures for ensuring that the likelihood of direct or consequential damage to pavements, drainage systems, ground anchors, geotextiles and other underground assets is minimised, noting that hidden damage that occurs from using this method remains the responsibility of the Utility Operator.

30. **Standards** - The method of installation of all services attached to bridges or other structures must have the approval of the Corridor Manager prior to work commencing.
31. Further to condition 14 above, in those berm areas where future State highway widening will occur, the Utility Operator's services shall be placed at a level that would achieve a practicable depth beneath the surface of such future road widening suitable to both parties.
32. **Trenchless Construction** - The construction methodology shall include an assessment of the existing ground conditions and possible effects of the construction work on the integrity of the State highway carriageway. When requested in the Special Conditions, the Utility Operator shall demonstrate that the actual ground conditions are consistent with the stated construction methodology by pilot holes/test-hole drilling at strategic locations on the site.
33. **Trenchless Construction** - If trenchless construction fails due to sufficiently hard material being encountered, then the approval of the Corridor Manager shall be obtained prior to embarking on an alternative installation method, in which case additional special conditions that may be imposed by the Corridor Manager must be complied with.
34. **Trenching, Excavation and Backfilling** - Trenched installations through high cuttings and across fill embankments must be in trenches located a minimum of 1.0m from the seal edge, unless agreed separately and stipulated otherwise in the Special Conditions.
35. Trench width shall be kept to the minimum necessary to complete the work.
36. **Trenching, Excavation and Backfilling** - Excavation more than 1.5 metres deep must be notified to Occupational Safety and Health Services at least 48 hours prior to excavation.
37. **Trenching, Excavation and Backfilling** - Trench reinstatement must ensure a dense compact surface that will discourage surface scouring and be free of rocks and stones so as to allow safe grass mowing.
38. **Trenching, Excavation and Backfilling** - During the hours of darkness and/or when no work is being carried out on site the maximum amount of sealed carriageway that can be safely provided shall be made available to the travelling public.
39. **Drainage** - The Utility Operator shall manage any groundwater effects caused by the excavating/ drilling/ thrusting operation. Any potential for scour shall be managed by suitable prevention work.
40. **Drainage** - Works undertaken in the surface water channels shall be carried out in such a manner as to cause minimal interference to the existing drainage pattern and the water channel shall be fully restored at the completion of the works to permit the free draining of the area.
41. **Drainage** - Ensure excavated surfaces are provided with scour protection with reinstatement to prevent storm water scouring and to protect and preserve the new utility asset and associated drainage facilities.
42. **Drainage** - Trenching in wet ground shall have subsoil drainage (Highway Drain Coil or similar in accordance with TNZ F/2 Specification) installed with the cable pipeline. The subsoil drain shall be reticulated outside the highway formation and into existing drainage outlets or structures with suitable capacity. All inlets and outlets are to be exposed and identified on site and dimensioned on the Utility Operator's as-built plans.
43. **Structures** - Further to clause 3.2.4 of the National Code of Practice, Utility Structures such as manholes, chambers, pedestals, poles, cabinets, etc. shall be located in the positions detailed on the agreed drawings or, if not detailed, positioned so that they and their lids are within two metres of the State highway boundary and, unless otherwise agreed, clear of the carriageway, any kerbs, storm water structures and side drains and any road furniture.

44. **Structures** – Further to clause 5.6.6.3 of the National Code of Practice, buried Utility Structures with surface boxes or access lids shall be finished flush with the footpath surface when in the footpath or conform to the surrounding ground surface shape and level when in the berm.
45. **Pavement Markings** – Further to clause 5.6.6.1 of the National Code of Practice, reinstatement of Pavement Markings and Reflectorised Raised Pavement Markers must comply with NZTA specifications and match existing marking in type and material.
46. **Maintenance** - All defects must be repaired by the Utility Operator within the time specified in the notice or be deemed non-compliant. All defects affecting driver safety must be repaired and roadworthy within 48 hours of the defect becoming apparent.
47. **Maintenance** - All areas must be reinstated to original condition or better including footpaths, kerbing, gardens, plants, grass, drainage facilities and ground shape. Any exposed ground requiring regrassing must be seeded and maintained to ensure permanent grass regrowth.
48. **Maintenance** - After satisfactory completion of the works, the Utility Operator shall give prior notification to NZTA on each separate occasion of any subsequent maintenance works that may be required and if the works are located in or under a carriageway or sealed road shoulder, no works shall be performed without prior signed consent from the Corridor Manager.
49. **Hours of Work** - The designer of the Traffic Management Plan shall determine that the hours of work are appropriate so as to avoid peak traffic flow periods and ensure that traffic delays are minimised. Calculations to support the proposed hours of work shall be prepared in accordance with Section C15 of the Code of Practice for Temporary Traffic Management for inclusion in the Traffic Management Plan. Traffic flow volume predictions shall be estimated using hourly counts provided by the NZTA.
50. **Environmental** - A Utility Operators Environmental Management Plan (EMP) shall be produced for managing environmental effects such as noise and vibration, discharge of contaminants including sediment, ground disturbance, vegetation removal, or litter such that they are dealt with in a manner that meets any NZTA commitments under relevant legislation. The EMP plan shall be made available to the NZTA upon request. The plan shall address in particular:
- a. Any requirements set out in the NZTA Network Operations Consultant/Contractor Environmental Management Plan as appropriate;
 - b. Noise and Vibration through a specific plan as detailed in clause 21 above;
 - c. Measures taken to contain spills or other discharges of contaminants;
 - d. Precautionary measures to avoid contaminating waterways and stormwater drainage from all activities, especially grouting and concrete cutting;
 - e. Discovery protocols as detailed in clause 17 above where ground disturbance of archaeological places or sites is likely or has occurred;
 - f. Reducing the impacts on, and reinstating vegetation established for landscaping or ecological reasons.
51. Further to condition 21, if the effects of construction noise or ground vibration due to the works are likely to exceed the calculated maximum levels the Utility Operator must prepare a written communications strategy as required by clause 5.3.6 of the National Code of Practice.
52. **Notifications** - For major and project works, the Utility Operator is to regularly advise the Corridor Manager of construction progress in order that the Corridor Manager can arrange for a reasonable level of inspections and testing.

53. **Notifications** - The Utility Operator shall give 48 hours' notice of completed surface preparation to allow a site inspection prior to sealing. After 48 hours, if no inspection has been undertaken, sealing can proceed.
54. **Notifications** - The Utility Operator shall contact the nominated Network Operations Contractor at least one week prior to the commencement of work on the site to effect handover of the site to the Utility Operator.
55. **Bridges** - At the discretion of the Corridor Manager, this agreement may or may not include a requirement for the owner to pay a bridge charge based on the loss of dead load capacity from the structure by attaching the utility in a full condition where the works involve attachment or inclusion of a utility service in/onto a NZTA bridge. The Utility Operator shall pay the bridge charge to NZTA prior to commencing any work on the bridge, which shall be determined using a fair and reasonable cost recovery method. The requirement for a bridge charge will be specified in the Special Conditions.
56. **Fencing** - All boundary fencing removed to enable the works to proceed shall be replaced to as good as or better condition than existed at the time of removal.

Special Conditions

Type any other special conditions about site into here.

Appendix G9: Stock Underpass Construction Agreement

Stock Underpass Construction Agreement

BETWEEN NEW ZEALAND TRANSPORT AGENCY ("NZTA")

AND
("the GRANTEE")

STOCK UNDERPASS
CONSTRUCTION AGREEMENT

Dated

20

Stock Underpass Construction Agreement

This agreement is made on the day of 20.....

BETWEEN

1. **New Zealand Transport Agency**, a statutory authority established by the Land Transport Management Amendment Act 2008 (herein after referred to as the "NZTA")

AND

..... of
..... (herein after referred to as "the Grantee")

BACKGROUND

- A. The NZTA having the statutory responsibility and control of all matters in relation to the State highway network has authority to agree to the construction of a stock underpass.
- B. Ownership of the stock underpass will be vested in the NZTA.
- C. The NZTA and the Grantee have agreed to the construction of a stock underpass on State Highway at or near Route Position/..... and as shown on Plan No.
- D. The parties agree that the stock underpass shall meet the requirements of relevant NZTA policies, design criteria and construction specifications.
- E. Cost Sharing - the parties agree, as applicable and as set out herein, to cost sharing in relation to the construction of the stock underpass and the NZTA undertakes to make a maximum payment of
..... \$
.....
(words) (figures)
to the Grantee on meeting the conditions of this agreement herein.
- F. The parties have agreed to enter into a separate agreement in conjunction with this agreement, for the stock underpass use, to formalise the rights of the parties concerning the ongoing use of the stock underpass.

Now therefore in consideration of the above the parties wish to record the terms and conditions relating to the agreement as follows:

1.0 Defined Terms

- 1.1 In this agreement, unless the context requires otherwise:

Stock underpass means a stock access structure together with associated fencing, drainage and safety facilities, over or under a State highway, connecting two parts of a property or properties.

Grantee means the property owner, whose property or properties is/are bisected by the State highway, or whose property is afforded access across the State highway, at the position where the stock underpass is proposed or is constructed, who is party to this agreement or any other document.

Parties means New Zealand Transport Agency and the Grantee, their personal representatives/ successors and permitted assigns.

Cost Sharing means that, subject to the terms of this agreement, the NZTA will share with the Grantee the cost of construction of the stock underpass by making a financial contribution to the Grantee in accordance with the provisions of the current NZTA Planning, Programme and Funding Manual.

AADT means the current annual average daily traffic passing the stock underpass site as ascertained by the NZTA.

Words of the singular are deemed to include the plural.

2.0 Title

2.0 Ownership of the stock underpass shall be vested in the NZTA.

3.0 The Parties Mutually

3.1 Confirm the contents of BACKGROUND.

3.2 Agree that they shall each carry out and fulfil all their respective obligations set out in this document.

4.0 Terms of Agreement

The parties agree and confirm that:

4.1 The Grantee shall engage appropriate engineering consultants acceptable to the NZTA for the necessary design, estimating, tender documentation and evaluation, contract administration and construction supervision. Where the NZTA agrees to cost sharing, the requirements of the NZTA Competitive Pricing Procedures and Contract Procedures Manuals (or their replacement publications) shall be observed, and all tender documentation and specifications shall conform to NZTA requirements.

4.2 The NZTA will consult with the Grantee but reserves the right to determine the location of the stock underpass, the consultants and contractors engaged, and the suitability of design and construction standards. Where the NZTA agrees to cost sharing, the NZTA reserves the right to confirm final acceptance of any tender without obligation to approve the lowest or any particular tender.

4.3 Where there is no cost sharing, the Grantee shall pay the NZTA actual and reasonable processing and supervision costs (a minimum \$100 plus GST) associated with the construction of the stock underpass.

4.4 Where cost sharing applies, following the NZTA's approval of the tender, the Grantee may accept the same.

4.5 The NZTA financial contribution, as determined under "Cost Sharing", shall be payable to the Grantee upon the NZTA's receipt of the Building Code Compliance Certificate and appropriate invoice together with certified copies of all payments.

4.6 In the event of any subsequent variation to the tendered sum and/or the associated engineering fees, the Grantee shall be responsible for the cost of such variations.

- 4.7 In particular in the construction of the stock underpass the Grantee shall satisfy the NZTA of the following:
- 4.7.1 liaison with service authorities to determine services location and relocation.
 - 4.7.2 compliance with the Building Act 2004 and the Building regulations 1992.
 - 4.7.3 Site Safety Plan, including the provisions of the Health and Safety in Employment Act 1993 and temporary traffic control, to be approved by the NZTA.
 - 4.7.4 provision of State highway detours shall require local authority consent together with appropriate public notification noting that temporary closure of the State highway can only be authorised by the NZTA Manager System Management.
 - 4.7.5 compliance with the NZTA's construction standards.
 - 4.7.6 The NZTA's Special Conditions - Requirements for Trenching Across State Highways.
 - 4.7.7 public liability insurance with a limit of indemnity to \$2,000,000.00, or such lesser sum as the NZTA may approve, for the period of construction. The NZTA shall approve both the insurer and the terms and conditions of the policy.
 - 4.7.8 a six month Period of Defects Liability commencing from the date of Practical Completion of the Contract Works.
- 4.8 The Grantee shall rearrange the farm layout and farm management to eliminate any existing stock crossing immediately on practical completion of the stock underpass.
- 4.9 The Grantee shall, if required by the NZTA, provide a bond, with sureties acceptable to the NZTA that will become null and void on fulfilment of all obligations under this agreement, satisfactory and timely completion of the stock underpass construction and, rectification of any defects within the Period of Defects Liability. The form and amount of bond shall be as determined by the NZTA.

5.0 Documentation

- 5.1 Copies of documentation including all notices, plans, specifications, building and resource consents, payment certificates, inspection reports and compliance certificates shall be sent to the NZTA as they become available.

6.0 Design and Installation Certification

- 6.1 The design and construction of the stock underpass shall be executed in accordance with all relevant building codes, resource consents and the NZTA's standards. The NZTA shall receive a copy of an Engineer's certifying statement and a copy of the Building Code Compliance Certificate to this effect on completion.

7.0 Agreement Conditional

- 7.1 This agreement is conditional upon the parties entering into an agreement for the Stock Underpass Use.

SIGNED for and on behalf of the
New Zealand Transport Agency by

.....
.....



System Manager

}.....

(acting pursuant to delegated
authority)}.....

In the presence of:

Witness' Signature

Name

Occupation

Address

.....
.....

SIGNED by the Grantee
(name) }

}
.....
(signature)

In the presence of:

Witness' Signature

Name

Occupation

Address

.....
.....

The Common seal of

was hereto affixed in the presence of: (name)

..... (signature)

Appendix G10: Stock Underpass Use Agreement

BETWEEN NEW ZEALAND TRANSPORT AGENCY ("NZTA")

AND
("the GRANTEE")

STOCK UNDERPASS USE AGREEMENT

Dated

20

Stock Underpass Use Agreement

This agreement is made on the _____ day of _____ 20____

BETWEEN

2. **New Zealand Transport Agency**, a statutory authority established by the Land Transport Management Amendment Act 2008 (herein after referred to as the "NZTA").

AND

_____ of

(herein after referred to as "the Grantee").

BACKGROUND

- A. The NZTA having the statutory responsibility and control of all matters in relation to the State highway network has authority to agree to the stock underpass use.
- B. Ownership of the stock underpass will be vested in the NZTA.
- C. The NZTA and the Grantee have agreed to the use of a stock underpass on State Highway at or near Route Position _____ / _____ and as shown on Plan No. _____.
- D. The parties have agreed to enter a separate agreement in conjunction with this agreement for the stock underpass construction and cost sharing (if any) in relation to the construction, to formalise the rights of the parties concerning the stock underpass construction.

Now therefore in consideration of the above the parties wish to record the terms and conditions relating to the agreement as follows:

1.0 Defined Terms

- 1.1 In this agreement, unless the context requires otherwise:

Stock underpass means a stock access structure together with associated fencing, drainage and safety facilities, over or under a State highway, connecting two parts of a property or properties.

Grantee means the property owner, whose property or properties is/are bisected by the State highway, or whose property is afforded access across the State highway, at the position where the stock underpass is proposed or is constructed, who is party to this agreement or any other document.

Parties means New Zealand Transport Agency and the Grantee, their personal representatives/ successors and permitted assigns.

Words in the singular are deemed to include the plural.

2.0 Title

- 2.1 Ownership of the stock underpass shall be vested in the NZTA.

3.0 The Parties Mutually

- 3.1 Confirm the contents of BACKGROUND.
- 3.2 Agree that they shall each carry out and fulfil all their respective obligations set out in this document.

4.0 The Grantee

4.1 The Grantee agrees and confirms that:

- 4.1.1 the Grantee shall have the right to use the stock underpass in consideration of the payment to the NZTA of an annual fee of one dollar (\$1.00) if demanded.
- 4.1.2 the Grantee shall not do anything or allow anything to be done that will affect the structural integrity of the stock underpass.
- 4.1.3 the Grantee shall maintain, at the Grantee's cost, the stock underpass, including associated fencing, drainage and safety facilities, in good order and condition at all times, and immediately make safe and repair damage to the stock underpass caused through direct or indirect use or activity, and in any event shall carry out such maintenance or repair as may be reasonably be required, in writing, by the NZTA.
- 4.1.4 the Grantee shall advise the NZTA when any maintenance or repair, other than that of a routine nature, is required. The Grantee shall effect such maintenance or repair in accordance with the instructions of and to the satisfaction of the NZTA.
- 4.1.5 the Grantee shall be responsible for the cost of maintenance of the access through or over the structure.
- 4.1.6 the Grantee shall obtain the consent of the NZTA before entering onto the State highway to effect maintenance or repairs to the stock underpass.
- 4.1.7 the Grantee shall immediately make good any damage caused by the Grantee, his servants, agents or visitors, to the State highway or legal road reserve.

4.2 On receipt of advice under Clause 4.1.4, or as determined through its own inspection, the NZTA may elect to carry out all or part of any maintenance or repairs at the Grantee's cost or otherwise. The NZTA will, in such case, notify the Grantee accordingly within 14 days of receipt of advice or inspection.

4.3 The Grantee shall indemnify the NZTA against all costs, actions, demands, suits, damages and proceedings of any kind for any loss or damage that might result to any property of any person or any agency of the Crown directly or indirectly by reason of the exercise of the rights under this agreement.

5.0 The NZTA

5.1 Notwithstanding the provisions of Clause 4.0, the NZTA shall meet the cost of repairs of any structural defect in the stock underpass where the NZTA is satisfied such defect is not directly or indirectly attributable to the use of the stock underpass by the Grantee.

6.0 Removal of the Stock Underpass

6.1 The Grantee shall have the right to have the stock underpass removed at any time subject to the following conditions:

- 6.1.1 Two months written notice to the NZTA of the Grantee's exercise of right.

- 6.1.2 The NZTA shall undertake removal of the stock underpass and reinstate the State highway to its satisfaction. The NZTA will ensure that its consultants and contractors take all reasonable care in removal of the stock underpass but the NZTA will not be responsible for any damage that may occur to the stock underpass as a result of its removal.
- 6.1.3 The Grantee shall reimburse the NZTA for the costs of such removal and reinstatement. Upon receipt of notice under Clause 6.1.1, the NZTA will provide the Grantee with an estimate of cost of such removal. The estimated amount shall be paid to the NZTA, pending completion of the removal and reinstatement, and then applied to the cost of removal and reinstatement.
- 6.1.4 Ownership of the stock underpass structure shall pass to the Grantee upon removal and reinstatement.
- 6.1.5 Consent may not be given to the grantee, upon removal of the stock underpass, to allow access to and stock to traverse the State highway at or near the stock underpass location.

7.0 Termination

- 7.1 The NZTA may terminate this agreement and may remove the stock underpass:
 - 7.1.1 at the expiration of three months written notice of intention to terminate if the land under which the stock underpass is constructed ceases to form part of the State highway network or is otherwise removed from NZTA control; or
 - 7.1.2 without notice if the Grantee fails, within twenty-eight (28) days of receiving notice requiring the Grantee to remedy any default on the Grantee's part under this agreement; or
 - 7.1.3 immediately without notice if any default on the Grantee's part under the terms of this agreement in the opinion of the NZTA interferes or may interfere with the safe and/or efficient operation of the State highway.
- 7.2 The Grantee shall not be liable for any compensation on termination of this agreement.

8.0 Assignment

- 8.1 The rights of the Grantee shall not be assigned under this agreement without prior written consent of the NZTA, which shall not unreasonably be withheld.

9.0 Notices

- 9.1 All notices under this agreement shall be sent to the following addresses by hand, post or facsimile or to such other addresses as are from time to time nominated in writing by the parties:-

NZTA:- The State Highway Manager
 New Zealand Transport Agency

.....
Facsimile:
Phone:

Grantee:
.....
.....
.....

Facsimile:
Phone:

9.2 It will be sufficient in cases where notice is to be given by the NZTA that some person acting under the NZTA's express or implied authority signs such notice.

SIGNED for and on behalf of the
New Zealand Transport Agency by
.....
.....

System Manager }

(acting pursuant to delegated authority) }
.....

In the presence of:

Witness' Signature
Name
Occupation
Address
.....
.....

SIGNED by the Grantee }
(name)

.....
(signature)

In the presence of:

Witness' Signature

Name

Occupation

Address

.....

.....

The Common seal of

was hereto affixed in the presence of:
(name)

.....
(signature)

Appendix G11: Operating Procedure Response to Spills Arising from Transport Incidents on the State Highway Network

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Abbreviations

AIS	Accident Investigation System
AREC	Amateur Radio Emergency Communications
CDEM	Civil Defence Emergency Management Act (2002)
CoP	Codes of Practice
CVIU	Commercial Vehicle Investigation Unit
EGV	Environmental Guideline Value
ESCC	Emergency Services Co-ordinating Committee
FENZA	Fire and Emergency New Zealand Act (2017)
HSNO	Hazardous Substances and New Organisms Act (1996)
HSTLC	Hazardous Substance Technical Liaison Committees
LPG	Liquid Petroleum Gas
LTA	Land Transport Act (1998)
LTSA	Land Transport Safety Authority
MCDEM	Ministry of Civil Defence Emergency Management
NRL	National Radiation Laboratory
FENZ	Fire and Emergency New Zealand
NZP	New Zealand Police
NZTA	New Zealand Transport Agency
NZTM	New Zealand Transverse Mercator co-ordinate system
NZQA	New Zealand Qualifications Authority
RAMM	Road Asset Maintenance Management
RMA	Resource Management Act (1991)
SOP	Standard Operating Procedure
TDI	Tolerable Daily Intake

1.0 Introduction

NZ Transport Agency (NZTA) is responsible for the ongoing maintenance, operation and improvement of our State Highway system. Specifically, NZTA's role includes the following areas:

- State Highway Maintenance and Construction;
- State Highway Operation, including safety; and
- Development of policy in relation to State highways

It is noted that state highway traffic management is partially a NZ Police responsibility.

NZTA employ a range of consultants and contractors who maintain the state highway network on their behalf. This is done through 25 'sub networks' around the country, known as 'Network Management Areas'. Contracts for state highway maintenance work specify 'levels of service' that must be achieved. These include response times to events, such as emergencies arising from road accidents and transport spillages through containment loss.

Activities arising from spillages are subject to the provisions of the Resource Management Act 1991, the Health & Safety in Employment Act 1992 and the Hazardous Substances and New Organisms Act 1996. NZTA therefore aims to have in place a contingency plan for response to any spillage that occurs on or from State Highways. This is to ensure that so far as practicable the risk to people and the environment is reduced and the spillage can be immediately and effectively contained.

1.1 Scope

This purpose of this Standard Operating Procedure (SOP) is to guide NZTA in planning its response to spill incidents within the state highway network. This SOP is intended to provide direction to NZTA regional sub-networks, their consultants and contractors. The roles and responsibilities of other agencies that may be involved in the response to spill incidents are outlined to provide a context for NZTA responses.

1.2 Objectives

This SOP is required for compliance with Section 10.2 of the NZTA Quality Standard TQS1:2005. The objectives of this document are to:

- Establish procedures, with respect to spills of hazardous and environmentally harmful substances on the state highway network,;
- Establish a rating of severity of transport spill incidents;
- Clarify the roles and responsibilities of the NZTA, its sub-networks, consultants and contractors in relation to spill responses;
- Provide linkages to other agencies and their roles;
- Provide methods for hazard identification;
- Describe the expectations for NZTA contractors' spill response; and
- Describe the mechanism through which NZTA will respond to and record spill response.

By assisting all parts of the NZTA state highway sector management to understand the systems, processes and roles required in response to a spill incident, activation of a spill response plan will allow for:

- rapid, timely, co-ordinated and effective action; and

- in the event of an incident, the return to normal state highway operations as soon as practicable.

This SOP provides procedures for spillage response following road accidents and transport spillages through containment loss. It excludes responses to spillages arising from NZTA maintenance and construction activities as these are controlled under planning consent conditions.

2.0 Background

2.1 Legislative Controls

Incidents involving spills of hazardous substances are subject to a response under the emergency provisions of the Hazardous Substances and New Organisms Act 1996, and depending on severity, may trigger a response under the Fire Services Act 1975 or the Civil Defence Emergency Management Act 2002.

2.1.1 Hazardous Substances and New Organisms Act 1996 (HSNO)

Under S135 of this act, an emergency means

- (a) Actual or imminent danger to human health or safety; or
- (b) A danger to the environment or chattels so significant that immediate action is required to remove the danger, arising from a hazardous substance or new organism

This section also defines an enforcement officer to include any member of the Police, and any Chief Fire Officer or person exercising the powers of a Chief Fire Officer under section 28 or section 28A or section 29 of the Fire Service Act 1975.

Under section 136 HSNO an enforcement officer may declare an emergency to protect human health and safety and, the environment. Such an emergency shall lapse:

after 48 hours, or

when a state of emergency is declared under the Civil Defence Emergency Management Act 2002, the emergency is treated by a Chief Fire Officer as an emergency under the Fire Service Act 1975, or an emergency is declared under section 144 of the Biosecurity Act 1993

whichever is sooner.

Under S97(1)(c) of HSNO, the NZTA may enforce the provisions of that Act in or on any motor vehicle and on any road.

Under S97(1)(d) of HSNO, the Commissioner of Police (after consultation with the NZTA) shall ensure that the provisions of that Act are enforced in or on any motor vehicle or on any road.

Under S144(1) of HSNO, every person in charge of a substance involved in an incident resulting in serious harm to any person or serious environmental damage is required to report that incident to an enforcement officer.

2.1.2 Fire and Emergency New Zealand Act 2017 (FENZA)

Under section 28(3A) FENZA, the Fire **and Emergency** New Zealand (FENZ) personnel are empowered to endeavour by all practicable means to cause the stabilising or rendering safe of any hazardous substance emergency, and save lives and property in danger. A hazardous substances emergency under the FENZA “means the release or potential accidental release of any hazardous substance from any building or other premises, or from any container or pipe, or from any means of transport (whether motorised or not)” (s6 FENZA)

The authorised FENZ person responding to the emergency shall have the powers of an enforcement officer under the HSNO relating to a hazardous substances emergency until a HSNO enforcement officer arrives (s39(2) FENZA) and under sections 136 and 137 of the HSNO Act may declare an emergency and exercise emergency powers. The declared emergency will cease when the emergency is treated by FENZ personnel.

2.1.3 Civil Defence Emergency Management Act 2002 (CDEM Act)

The Royal Commission of Inquiry into a chemical incident in Parnell in 1973 recommended setting up formal meetings between the emergency services within regions. This resulted in the establishment of regional emergency services co-ordinating committees (ESCCs). Under the CDEM Act, these committees are responsible for the planning and provision of civil defence emergency management within their district. The purpose of the ESCC is to maintain/develop relationships between those organisations that will be required to respond to multi-agency emergencies. The NZ Police are responsible for coordinating quarterly meetings of the ESCC Committee. The composition of the committees include:

- NZ Police (chair);
- NZ Fire Service;
- The Territorial Local Authority;
- Community Public Health;
- St John Ambulance;
- Ministry of Civil Defence & Emergency Management;
- The regional Council;
- Telecommunications;
- Electricity supply;
- Amateur Radio Emergency Communications (AREC);
- Others as appropriate.

As the ESCC lack technical knowledge about chemicals Hazardous Substances Technical Liaison Committees (HSTLC) were established as a sub-committee to co-ordinate certain actions in respect to chemical emergencies. The Fire Service acts as convener of the HSTLC in all areas (Appendix B). Generally the organisations include:

- Fire Service;
- Ambulance;
- Ministry of Health;
- Department of Labour (hazardous substances);
- Police;
- Technical expert in chemistry (varies according to local expertise, e.g., University, Crown Research Institute);
- Industry specialists (Chemical Industry Council members, where available);
- Media representative or liaison; and
- Local/Territorial authority (water, electricity, environmental, hazardous substances)

The participation of enforcement agencies in HSTLCs has been relatively informal.

The initial response to a hazardous substance spill incident will follow regional Civil Defence Emergency Group Management Plans,

Civil Defence Emergency Group Management Regional Plans generally categorise incidents as follows:

Level 1: Local Incident that can be dealt with by Emergency Services and/or **Territorial Authority**;

Level 2: Incident that may extend beyond locality and may require regional support;

Level 3: Emergency that is regionally significant and requires regional support; and

Level 4: Emergency that nationally significant and requires national support

Level 3 and Level 4 incidents are **generally** declared to be civil defence emergencies. Level 3 incidents are managed regionally under the Civil Defence Emergency Management (CDEM) Group. Level 4 emergencies are managed nationally under the Ministry of Civil Defence Emergency Management (MCDEM).

Spills involving hazardous substances will trigger a response from emergency services with the police, initially assuming the role of incident response management. For major incidents, territorial authorities or regional councils may assume control

2.1.4 Resource Management Act 1991 (RMA)

The RMA is New Zealand's overarching environmental legislation. Its purpose, outlined in Section 5, is to "promote the sustainable management of natural and physical resources". Under the RMA, the definition of contaminant is sufficiently wide to include organic material like milk, stock effluent and other materials not controlled as hazardous substances under HSNO and/or as dangerous goods under the Land Transport Rule: Dangerous Goods 2005 (see below). Regional Councils have statutory powers under the RMA to establish regulatory controls on activities which may affect the environment through rules within their regional plans. Territorial Authorities have statutory powers under the RMA to establish regulatory controls on land use through rules within their district plans. Most Regional Councils maintain 24 hour hotlines for reporting pollution incidents and, if required, regional councils attend incident scenes as soon as practicable.

Section 330 RMA provides for network utility operators approved as requiring authorities to undertake emergency works, preventive and remedial action without first obtaining consents that would normally be required under regional or district plan rules. Section 330A RMA requires the network utility operator to notify the appropriate consent authority within 7 days that such emergency activity has been undertaken. Where the adverse effects of the emergency activity continue, an application to the consent authority for a resource consent is required within 20 days of the notification.

The same regime applies to activities undertaken by a person exercising emergency powers during a state of emergency declared under the CDEM Act 2002 (section 330B RMA).

2.1.5 Land Transport Act 1998 (LTA)

Among other things the LTA contains provisions, provides for a system of Rules, governing road user behaviour.. Section 9 of the LTA states that a person operating a motor vehicle on a road, and any person loading that vehicle, must ensure that any load carried in or on the vehicle (or in or on a vehicle being towed), is secured and contained in such a manner that it cannot fall or escape from the vehicle.

2.1.6 Land Transport Rule: Dangerous Goods 2005

The Land Transport Rule: Dangerous Goods 2005 sets out the requirements for the safe transport of dangerous goods on land in New Zealand.

The Rule covers the packaging, identification and documentation of dangerous goods; the segregation of incompatible goods; transport procedures and the training and responsibilities of those involved in the transport of dangerous goods. The Rule's requirements are applied according to the nature, quantity and use of the goods.

The consignor must supply emergency response information for the dangerous goods being transported unless the driver or operator of the vehicle indicates that he or she already has that information.

The carrier must:

- Carry emergency response information for all the dangerous goods on the vehicle; and
- Keep the emergency response information in the driver's cab in an accessible position; and

Be aware of:

- the hazards that the dangerous goods present; and
- the procedures for their safe loading, handling and storage on the vehicle; and
- the emergency procedures stated in the emergency response information.
- The Commercial Vehicle Investigation Unit (CVIU) of the New Zealand Police is a nationally managed unit with responsibilities under this Land Transport Rule. These responsibilities include:
 - The safe carriage of dangerous goods and hazardous substances;
 - Specialist investigation of serious commercial vehicle crashes;
 - Load security; and
 - WorkSafe (Health and Safety at Work Act 2015) investigations focusing on driver workplace safety and vehicle fitness

2.1.7 Land Transport Management Act 2003

The Land Transport Management Act 2003 sets out the requirements and processes for local authorities to obtain funding for roading construction and maintenance, and for the funding of Police on-road enforcement. As amended in 2008 it is also the Act that establishes the NZTA.

Under this Act, the NZTA's functions include:

- Promoting an affordable, integrated, safe, responsive, and sustainable land transport system;
- Investigating and reviewing accidents and incidents involving transport on land; and
- Managing the State highway system, including planning, funding, design, supervision, construction, and maintenance and operations, in accordance with the Land Transport Management Act and the Government Roding Powers Act 1989:

2.1.8 Radiation Protection Act 1965

The National Radiation Laboratory (NRL) is a specialist business unit within the Ministry of Health. The NRL:

- Administers and enforces current radiation protection legislation; and
- Advises key agencies on radiation risks, and the application of radiation safety principles to reduce the potential for radiation incidents in its role as a regulatory body through the

tracking of radioactive sources, compliance monitoring and other processes and initiatives.

The NRL will provide expert advice and technical support to the emergency and health services, who are likely to attend any ionising radiation incident. In relation to all incidents involving ionising radiation, the NRL will:

- Provide expert advice and assistance (including specifying appropriate control measures) for the purposes of minimising the radiation dose to workers and the public, and damage to the environment;
- Provide laboratory support and on-site measurement capability;
- Secure radioactive material and remove it to a place of safety, and/or advise on the securing and evacuation of affected areas;
- Provide radiation dose assessments;
- Assist in the mass screening of people for external radioactive contamination; and
- Provide expert advice and assistance in the development and implementation of remediation plans.

2.2 Transport Spill Incidents

Spills from road transport occur regularly and can result in safety and environmental risks, costly clean-up and traffic disruption. Such spills are not limited to hazardous substances as spills bulk materials such as milk, tallow and soils can create hazardous road conditions and create environmental problems. They may occur when a vehicle carrying a load lacks adequate containment or when a vehicle accident causes breach of the containment system. Smaller spills of fuel from vehicles often occur as a result of a crash loss of load containment. The spill may result in an impact to the receiving environment or human health, particularly if inappropriately managed.

The Environmental Protection Agency (formerly ERMA New Zealand) has categorised spill incidents involving hazardous substances into the levels shown in Table 1.

Table 1: The Environmental Protection Agency (Formerly ERMA New Zealand) Incident Categories

Minimal (Level 1)	Little discernible effect on people or the environment, minor effect on property or some social disruption, existing environmental and public health controls are adequate
Minor (Level 2)	Localised, short term, minor effect on people or the environment, property damage, some social disruption to surrounding area, existing environmental and public health controls are adequate
Moderate (Level 3)	Significant longer term damage to people, property or the environment, one death, disruption to surrounding community, controls appear adequate but may require follow-up
Major (Level 4)	Significant irreversible damage to people, property and the environment, more than one death, major social disruption, a system/control failure or lack of adequate controls, public and political interest

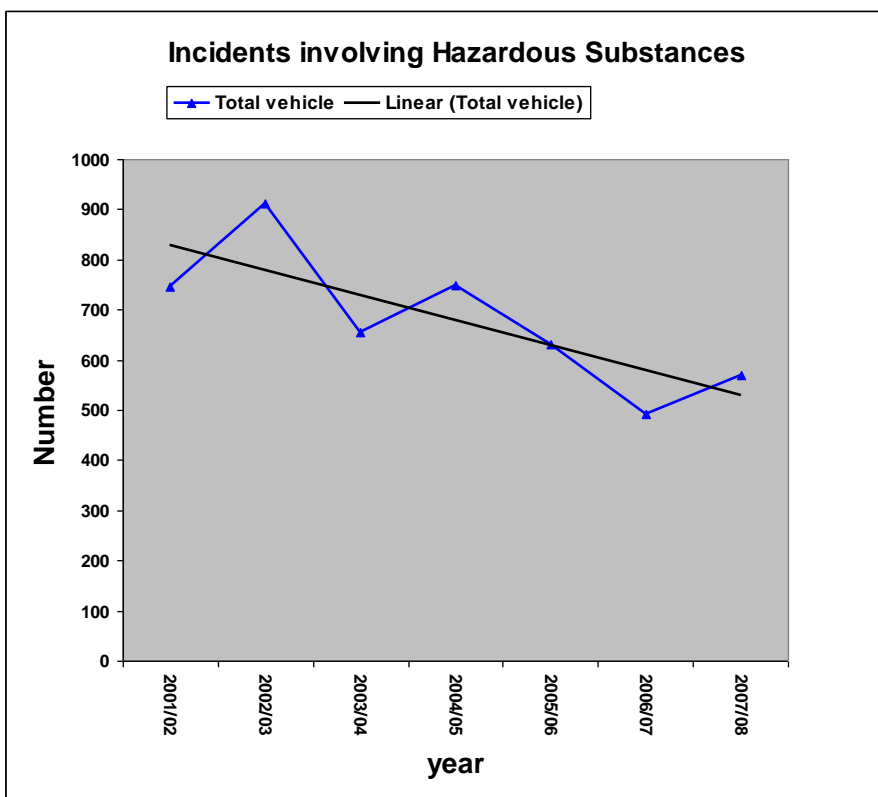
Massive (Level 5)

Major damage to property, communities and the ecosystem, including species loss, multiple deaths, significant economic effect, substantial system/control failure resulting in public and political outrage

While not directly aligned with the CDEM levels (Section 2.3) they are similar, with increasing support from governmental agencies and other organisations required as the incident category rises.

FENZ data, reported by The Environmental Protection Agency (formerly ERMA New Zealand) for the period 2002 – 2008 is illustrated in Figure 1.²

Figure 1: Vehicle Incidents Involving Hazardous Substances Reported by the New Zealand Fire Service



The Environmental Protection Agency (formerly ERMA New Zealand) records for the year 2008 – 2009 indicate that approximately 85% of incidents were level 1 with the remaining being level 2. No higher level incidents were reported³. Nationwide the most common substances associated with incidents were liquid petroleum Gas (LPG), ammonia, petrol, diesel and acids.

Many other spill incidents arise from insecure loads and may not attract an immediate response from emergency services. For example, leaking fluids from stock trucks and tank wagons may remain undetected until the vehicle from which the leak is coming is well removed from the scene.

² Environmental Risk Management Authority Monitoring Report, April 2009

³ Environmental Risk Management Authority Annual Report 2009

2.2.1 Inter-agency Emergency Response Roles

A number of agencies and organisations are involved directly or indirectly with the management of hazardous substances and dangerous goods and the investigation of chemical incidents and other spills (see section 2.1.3). Good communication links between key agencies are important. These should be established or reinforced, and regularly maintained to allow for efficient and effective dissemination of information and resolution of issues.

2.2.2 Initial response

By virtue of their day-to-day role as co-ordinators of emergency situations and their 24-hour availability, New Zealand Police and the New Zealand Fire Service, acting under the authority vested in them under S97 of HSNO and the FSA, will generally take the initial responsibility for co-ordination of an emergency. The St John Ambulance Service, and others, provide life support for accident victims. This initial response will mainly involve life support and the control of accident scenes. Life support includes victim evacuation and scene controls include road safety, human health, safety and environmental issues. This response captures the spillage of hazardous substances and dangerous goods from road accidents and point source spills, but is unlikely to capture diffuse leaks from vehicles that occur over long distances, where road safety issues are not immediately apparent. Diffuse leak incidents are more likely to be reported by road users.

2.2.3 New Zealand Fire Service

The New Zealand Fire Service (FENZ) attends over 70,000 emergency incidents, including road accidents, annually. Their role is to:

- Manage the scene;
- Contain and manage any released hazardous substance; and
- Working in co-operation with the Ambulance Service, for decontamination of individuals at the scene,

Each incident requires that the officer in charge record the important features of the incident. These records become part of a database used in developing community safety programmes. To assist in this role, Fire **and Emergency** New Zealand maintains a centralised hazardous substances spill response database. In 2005 the New Zealand Fire Service signed the National Hazardous Substance Technical Liaison Committees (HSTLC) Terms of Reference and copies were distributed to 22 HSTLC Groups (Appendix B). The HSTLC role is to advise and support Fire **and Emergency** New Zealand when it is dealing with hazardous-chemical incidents. Generally, the committees' expertise is in dealing with spills of chemicals from a transport vehicle or at an industrial site.

2.2.4 New Zealand Police

The Police role is to:

- Act as the Incident Controller;
- Secure and manage the scene;
- Investigate the incident to determine if it is the result of a criminal or terrorist act; and
- Secure evidence for any resulting prosecution.

They have responsibility for accessing the Emergency Service Co-ordination Committees (see section 2.1.3), including advising the regional councils and territorial authorities and NZTA sub network contractors of the incident. The responsibility for subsequent action, if any, is transferred to the appropriate lead agency once that agency is ready.

2.2.5 CDEM Groups

In the event of a major incident (CDEM Levels 3 and 4, Section 2.3 this report), the initial response will follow regional Civil Defence Emergency Management Plans and be controlled by a Civil Defence Emergency Management Groups (CDEM Groups) (see section 2.1.3). Their role of these Groups is to:

- Integrate and co-ordinate civil defence emergency management planning and activity; and
- Respond to and manage the adverse effects of emergencies in their areas.

They are controlled by the Director of Civil Defence Emergency Management or the National Controller appointed under the CDEM Act during a state of national emergency.

2.2.6 Regional Council Pollution Response

Regional councils generally receive reports of pollution via a 24-hour Pollution hotline, with every call investigated by a pollution response officer. If this officer finds a pollution problem, regional councils aim to:

- Stop any discharge to the environment immediately;
- Ensure that residual pollutants are cleaned up as far as practicable;
- Collect evidence of the pollution incident;
- Advise the responsible party (the spiller) on appropriate actions to prevent the problem from reoccurring;
- Ensure that the responsible party is adequately prepared to deal with future leaks or spills by having a Spill Response Plan;
- Assess other activities/operations in order to identify any other problems that may be causing actual or potential water pollution;
- Consider the legal liability of each person and/or entity involved and potential enforcement options; and
- Where possible, seek to recover all reasonable costs associated with pollution events so that the region's ratepayers do not have to bear the cost - the polluter pays!

2.2.7 The NZTA Role

The sub networks and their position within the NZTA structure are identified in Appendix A. Contracts for state highway maintenance work managed by the sub networks specify 'levels of service' that must be achieved and include response times to events, such as emergencies arising from spillages. During an emergency situation, it is the responsibility of the contractor to carry out the physical repairs and reopen the road to the traffic as soon as practicable.

The NZTA Asset Management Manual includes a proposal for the development, extension and maintenance of a crash reporting network⁴ to obtain information relating to safety on the state highway network. These contacts forming part of this network are to provide details of crashes and incidents to supplement details provided by police and maintenance contractors. This network would be important in remote areas where crashes may not be attended or recorded by police. Appropriate personnel for inclusion in the crash reporting network include:

- NZ Police;
- Emergency services such as ambulance services and the Fire **and Emergency** New Zealand;

⁴ Section 3.4, Chapter 2; The State Highway Asset Management Manual, SM020 TNZ, Aug 2000

- Service stations;
- Crash recovery and tow truck operators;
- Utilities such as telecommunications companies;
- Territorial authorities and regional councils;
- Transport companies; and
- Local residents

Crash data is generally collected by consultants who report to road controlling authorities for entry into the LTSA Accident Investigation System (AIS).

Initial notification of an incident may arise from the New Zealand Police or from the local crash reporting network contacting the New Zealand Police.

Although this process is primarily targeting crash incidents, it would also capture many incidents where environmentally damaging spills may result. For minimal incidents (Level 1, Table 1), the incident may not present a threat to the environment and no clean up response is required. For level 2 incidents, where environmental discharges or risks to human health arise, regional councils will become involved and NZTA may be required to undertake environmental remediation. Environmental remediation are likely to be required following higher level, e.g., 3 - 5, emergencies.

The interaction between the NZTA and other parties involved in emergency/spill response is illustrated in Figure 2.

2.2.8 Transport Operators

Transport operators, through industry associations, may have developed Codes of Practice (CoP) or Standard Operating Procedures (SOP) for guidance on dealing with spills. For example, the fertiliser industry has a CoP that includes the following:

- *In the event of any spillage of fertiliser products, the driver must take immediate steps to prevent any further loss, risk to other people and/or any contamination of land or waterways. The driver must:*
 - *Notify the appropriate authority (call 111) if there is a large spill*
 - *Minimise any hazard to other road users, and*
 - *Ensure that no residual product remains that could pose any immediate or future threat to the environment.*
- *At the earliest opportunity, the regional authority must be advised of any spillage risks to waterways, ponds, lakes or ground water.*

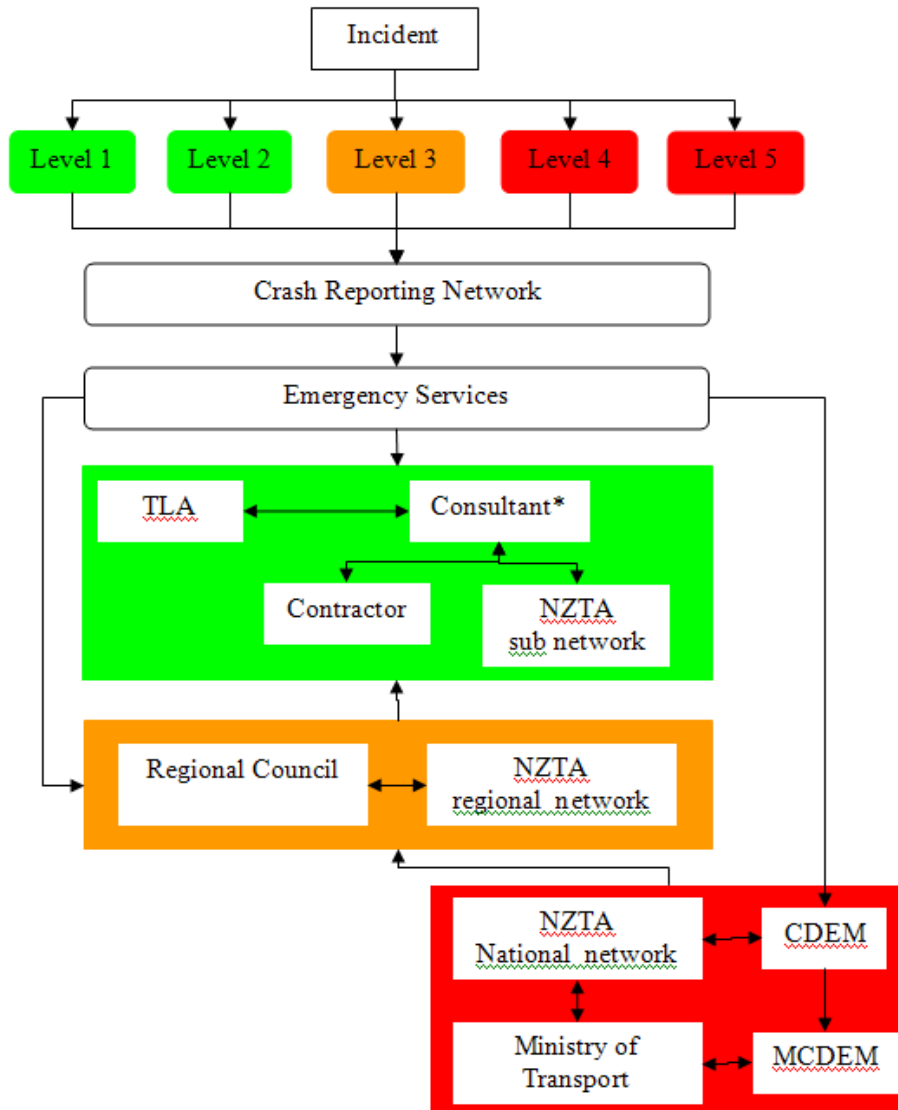
An example of an SOP for the transport dangerous goods is the Tier 1 Oil Spill Response Plan required under the marine protection rules of the Maritime Transport Act 1994 for tank truck operations in port areas.

2.3 Identification of Spill Hazard

Dangerous Goods and Hazardous Substances are terms that are often used interchangeably. This is not strictly correct. Dangerous Goods are defined under the Land Transport Rule: Dangerous Goods 2005 (Part 2.1.5, this document) and include infectious and radioactive substances. Hazardous substances are defined under the HSNO and the Hazardous Substances Regulations 2001. Infectious diseases are controlled under the Health Act 1956 and radioactive substances are controlled under the Radiation Protection Act 1965, but not under the HSNO Act. Where the term dangerous goods is used in this SOP, it refers to dangerous goods

as defined in the Land Transport Rule and NZS:5433: The Transport of Dangerous Goods on Land. Where the term hazardous substance is used, it refers to hazardous substances as defined in HSNO.

Figure 2: Control of Response to Incident/Emergency



* The consultants relationship and role is described in Section 3.3.1 – 7

2.3.1 Carriage of Dangerous Goods

The carriage of Dangerous Goods on Land is regulated under the Land Transport Rule: Dangerous Goods 2005. This rule incorporates, by reference, some of the controls in NZS:5433:2007 *Transport of Dangerous Goods on Land*.

The Rule refers to classes of dangerous goods and requires that general commercial vehicles carrying hazardous substances must carry a Dangerous Goods Declaration. The classes are;

Table 2: Classes of Dangerous Goods

Class 1	Explosives
Class 2.1	Flammable gases
Class 2.2	Non-flammable and non-toxic gases
Class 2.3	Toxic gases
Class 3	Flammable liquids
Class 4.1	Flammable solids
Class 4.2	Substances liable to spontaneous combustion
Class 4.3	Substances which on contact with water emit flammable gases
Class 5.1	oxidising substances
Class 5.2	organic peroxides
Class 6.1	toxic substances
Class 6.2	infectious substances
Class 7	Radioactive material
Class 8	Corrosive substances
Class 9	Miscellaneous dangerous substances

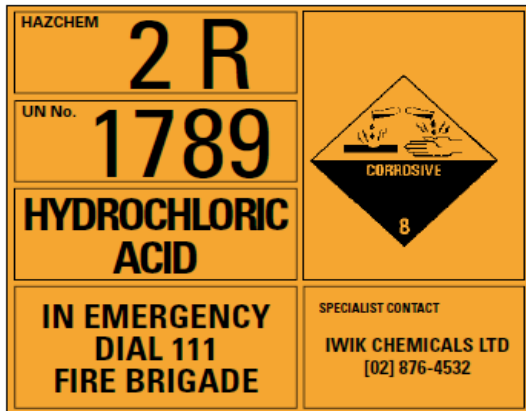
The placarding of many vehicles carrying dangerous goods is also required under these controls. These placards contain pictograms identifying the class of dangerous goods carried. For bulk carriers, an emergency information panel is also required. The emergency information panel (Figure 3) identifies the hazardous classification and emergency response details of the dangerous goods be carried on the vehicle.

Class 6.2, infectious substances classification, captures the carriage of portable toilet waste, septic tank effluent, grease trap waste and animal effluent under the identifier UN3373, Biological Substances Category B. Class 9, miscellaneous dangerous substances, captures environmentally hazardous substances. These substances include liquids or solids that are pollutants to the aquatic environment and solutions and mixtures of such substances (such as preparations and wastes). HSNO Class 9.1 substances (for example pesticides, herbicides, and insecticides) are included in this dangerous goods classification.

This information provides detail required by the emergency services to identify the hazardous properties of the material carried and the response required in dealing with spillages. The pictogram gives the hazardous substance classification. The emergency information gives the UN No. identifier, contact details and the HAZCHEM Emergency Code (2R in Figure 3). The HAZCHEM code advises on:

- Firefighting media;
- Personal protection requirements;
- Risk of violent reaction;
- Spillage handling; and
- Evacuation consideration

Figure 3: Dangerous Goods Placard Example⁵



The code interpretation, given in Figure 4, provides immediate information that emergency services should carry out firefighting with fine spray and use liquid tight chemical suits with breathing apparatus, and that washing to drain with large quantities of water is a suitable initial response. Note that any placards containing the letters W, X, Y or Z in the HAZCHEM code refer to dangerous goods which require containment by any means possible to prevent discharge into drains or water courses.

This information is used by the Fire **and Emergency** New Zealand in their initial response to transport accidents involving the carriage of dangerous goods and in reporting spills of hazardous substances to EPA . It is also reported to the NZTA contractors to inform them on what remedial action may be required to seek to ensure environmental protection after an incident.

Figure 4: HAZCHEM Code: Interpretation of Emergency Action⁶

Hazchem		Emergency		Action Code		Notes	
1	COARSE SPRAY						
2	FINE SPRAY						
3	FOAM						
4	DRY AGENT						
P	V	LTS					
R						DILUTE	
S	V	BA & FIRE KIT					
T							
W	V	LTS					
X						CONTAIN	
Y	V	BA & FIRE KIT					
Z							
E		PUBLIC SAFETY HAZARD					

⁵ From SNZ HB76:2008 Dangerous Goods initial Emergency Response Guide.

⁶ From SNZ HB76:2008 Dangerous Goods initial Emergency Response Guide

NZS 5433 incorporates by reference the SNZ HB76: 2008 *Dangerous Goods Emergency Response Guide*. This guide provides initial emergency response guidance and requires that the NZ Police and Fire **and Emergency** New Zealand be contacted for spills involving dangerous goods. A template contact form provided in this guide is included in Appendix F to this SOP.

2.3.2 Carriage of Other Goods

Substances we usually consider harmless, for instance food, building materials, fertilisers and even clean top soil can have disastrous and deadly effects on delicately balanced ecological systems. For example, aquatic species can be threatened by spills of:

- Fine silty materials, such as sands and soils, that increase sediment deposition in water bodies;
- Cement related products that can make receiving water alkaline;
- Milk that can reduce the oxygen content of water; and
- Fertilisers and stock effluent that can increase the level of nutrients in water, promoting aquatic weed growth;

The crash reporting network will capture most spillages of this nature and the NZTA sub-network will respond accordingly

2.4 Transport Leaks

Faulty valves and access ports, and poorly secured containers, on commercial vehicles frequently result in material being spread over many kilometres of road. The Commercial Vehicle Investigation Unit (CVIU) of the New Zealand Police has reported load security offences being identified in up to 8% of roadside commercial vehicle inspections over the period 2004 – 2008⁷, but the CVIU data provides no detail of the type of load being carried. Many such incidents remain unreported and do not trigger an immediate spill response. Material damage and health impacts can be severe.

Other incidents, such as spills of effluent from stock trucks, although generally not permitted under regional plans, also remain difficult to control.

2.5 Spills Recorded

The New Zealand Fire service road transport incident records for the period 2003 – 2008⁸ are summarised in Tables 3 and 4.

Table 3: Freight - Road Transport Fire Incidents

	07/08	06/07	05/06	04/05	03/04
Truck: One tonne and over	123	87	90	109	92
Light truck: Under one tonne	80	77	76	76	79
Semitrailer	37	17	25	22	41
Tanker: Non-flammable goods	4	6	-	7	-

⁷ 2009/2010 Road Policing Programme, NZ Police

⁸ Emergency Incident Statistics 2007 – 2008, New Zealand Fire Service 2009 (ISSN 1171-638X)

Tanker: Flammable combustible goods	5	6	3	6	3
Car trailer	23	14	16	13	22
Freight road transport vehicle - not classified above	15	9	16	19	10
Freight - Road Transport Total Fire incidents	287	216	226	252	247
Waste container, Bin, Compacter, Dumper	4	9	2	7	7

Table 4: Freight - Road Transport Non-fire Incidents Involving Hazardous Substance Spills

	07/08	06/07	05/06	04/05	03/04
Gas, Liquid spill: Vehicle accident	237	250	274	315	338
Gas, Liquid spill: No vehicle accident	193	177	129	155	157
Gas, liquid spill: Incorrect vehicle loading	12	18	13	18	20
Chemical spill: Vehicle accident	13	13	15	21	15
Chemical spill: Incorrect vehicle loading	4	11	10	6	14
Mobile property hazardous incident - not classified above	15	21	37	42	42
Total hazardous spill incidents	474	490	478	557	586
Mobile property accident: No hazardous substance spill	1713	1,624	1,323	1,353	1,612

3.0 Spill Response

3.1 Spill Control

Under Section 330 RMA the NZTA may undertake emergency works, preventive and remedial action without first obtaining consents that would normally be required under regional or district plan rules. (Section 2.1.4).

The potential causes of spills arising from the transport of hazardous substances on the state highway network include:

- **Insecure loads:** Insecure loads can result in the rupture of containers by their toppling or striking infrastructure such as bridges and retaining walls;
- **Handling incidents:** Handling incidents include spills from material transfer and impact damage resulting in the rupture of containers (e.g. dropping, puncturing with lifting gear);
- **Unstable containment:** Spills may arise from leaking transfer lines, insecure seals and uncovered loads;
- **Chemical reaction:** Incompatible substances mixed in transport containers can result in fires, explosions and pressure damage to seals and transfer lines;
- **Vandalism;**

- **Fire;**
- **Road Crashes;** and
- **Natural hazards (earthquakes, major storms etc.):** Natural hazards can result in many of the potential spill sources and risks listed above.

3.2 Incident Types

Any spill (of solid or liquid product) that has, or may have, entered, or is at risk of entering, the ground and/or groundwater, a stormwater system, a waterway, or coastal water must be notified to the regional council (the environmental regulator). There are three categories of spill:

- A spill that can be contained within a confined area and cleaned up by the spiller and initial response team;
- A spill that cannot be contained in a confined area by the initial response team, but can still be controlled and cleaned up with the assistance of the NZTA sub-network contractors; and
- A spill that cannot be contained in a confined area, and cannot be cleaned up without significant external resources. Such spills may pose threats to personnel and local resources and require regional and/or central government control.

The incident controller (generally the NZ Police or Fire **and Emergency** New Zealand) must assume responsibility for assessing the need for outside assistance in dealing with spills. The environmental regulator can provide guidance on this requirement. Pollution hot lines for Regional Councils are given in Appendix C.

3.3 Discovery and First Response

The intention is that the person who discovers a crash or incident involving spills on the state highway network will notify the crash reporting network, who in turn will call in the required emergency services. The initial responder to such incidents, generally emergency services of the police and FENZ will attend to their personnel, crash victims and community health and safety as a priority.

The NZP provide communications, traffic control and diversions, coordination of victim evacuation and vehicle recovery for road crash incidents. Serious accidents require a detailed scene examination to assist with a reconstruction of events leading up to the accident, which can result in significant traffic disruption.

The identification information required to be carried on vehicles carrying dangerous goods (Section 2.4.1) provides FENZ with information as to the appropriate immediate response actions. This is backed up by a centralised FENZ hazardous substances data base that allows rapid confirmation of the identity of chemicals, the hazards posed by them, and appropriate health and safety protection for FENZ personnel and provides information on containment and clean-up. In the event of material spillage from a crash incident, FENZ will:

- Identify the type of substance spilled;
- If safe to do so, take immediate steps to contain the spillage and protect stormwater by:
 - blocking access to stormwater systems or unpaved ground using drain covers, sandbags, booms or other materials as appropriate for the spill;
 - containing liquid spills with suitable material so they cannot spread; and
 - covering powder spills to stop them blowing around, or dampen them where it is safe to do so.

- Report the spill to their control base.

Climatic and geographic conditions may have a significant effect on the initial response.

3.4 Material Recovery

Bulk spill material can usually be contained at the point of spillage for recovery by the spiller or by contractors with equipment ranging from hand tools to vacuum tankers. For example:

- Oil spills to water bodies may be able to be recovered by pumping the oil/water mix to an oil water separator;
- Solid materials such as fertilisers spilt to land can often simply be recovered by excavation and placing in a contained system; and
- Insoluble solid materials such as sand spilt to water bodies may be able to be recovered by dredging;

Spills of soluble substances to water bodies are not easily recoverable. If they can be contained by barriers in a ditch or drain, the contaminated water may be able to be recovered by vacuum tanker for treatment and disposal at a consented disposal system.

3.5 Residual Contamination

Any residues that cannot readily be recovered can harm land and water by soaking into the ground and slowly seeping or being washed by rain into a nearby water body or the coastal marine area. At this stage, NZTA, through their sub-network contractors, will normally have assumed control of any clean up and remedial action required to mitigate any adverse environmental effects from the spill. However, under section 341(2) RMA, the spiller may wish to assume this responsibility in order to establish one element of the defence to a prosecution by demonstrating that their actions have adequately mitigated or remedied the adverse effects of the spill event.

3.6 Risk Assessment

FENZ has resources for hazard identification and risk management for immediate response to spills of dangerous goods (Part 2.4). However, residual risks are likely to remain at the spill scene once the initial response is completed and site reinstatement is generally undertaken by the NZTA. These residual risks arise from soils and surface waters contaminated with hazardous substances and environmentally harmful substances, and their potential toxic and eco-toxic effects on human health and ecosystems.

The principal modes of human exposure to contaminants are ingestion, inhalation and skin contact. These can occur through:

- Ingestion of contaminated soil;
- Ingestion of contaminated water;
- Inhalation of gaseous and dust-borne contaminants; and
- Skin absorption through contact with soil.
- Ecosystem exposure arises in:
 - The aquatic environment;
 - The soil (subsurface) environment; and
 - The terrestrial (surface) environment.

Contaminants vary greatly in their ability to cause health effects, from those that are highly toxic to those with no known health effects, making contaminant specific risk assessment beyond the scope of this SOP.

The risk of exposure to residual contaminants after a spill of hazardous substances can be addressed by reference to environmental guideline values (EGV). These guideline values have been derived in a number of jurisdictions and in New Zealand are provided in the Ministry for the Environment's *Contaminated Land Management Guideline No.2: Hierarchy and Application in New Zealand of Environmental Guideline Values* (2007).

Risk based human health guideline values for hazardous substances and dangerous goods have been derived from tolerable daily intakes (TDI) or cancer risk for contaminants. For cancer, a risk level of 1×10^{-5} is used. This risk level indicates that exposure to contaminant concentrations at the guideline value may result in one additional cancer in 100,000 people. EGVs are in place for a range of land uses for both human health and ecological receptors. From these risk based EGVs, the level of contamination can be assessed and appropriate management controls put in place under the resource consent requirements in regional and district plans to protect human health and the environment. Any assessment and management of the risk must also include assessment and management of the risks to road maintenance workers.

Substances that are not classified as hazardous substances or dangerous goods can also pose environmental hazards. Soluble foods and fertilisers can pollute waterways by increasing nutrient levels, promoting aquatic weed growth and modifying aquatic environments. Sediments arising from building materials (sand) and wastes (excess soils) also adversely modify aquatic environments.

4.0 Procedures for Residual Spill Clean-up

4.1 Crash Scenes and Point Source Loss of Containment

The NZP will advise the NZTA sub-networks of road crashes and point source losses of containment of materials, where a “point source loss” is the discharge of the consignment in a limited area. NZTA contractors will respond by assisting the initial emergency service response and ensuring that the affected area (the asset) is restoring the to a safe and sustainable condition. The following process will be followed:

- The crash will be reported to the emergency service providers (the NZP and FENZ)
- The FENZ will determine if the crash;
 - involves hazardous substances;
 - involves environmentally harmful substances; or
 - does not involve either of the above
- If hazardous substances are involved the HSTLC can provide:
 - Advice on hazardous substance emergency response; and
 - Contacts for other agency and network response under Civil Defence Emergency management
- The NZP will contact call out services of the NZTA, territorial authorities and regional councils;
- The FENZ will take immediate steps to contain spilt material;
- NZTA network contractors will supply immediate support (machines, vacuum tankers, back up spill control equipment), in consultation with the territorial authority, the regional council and, in significant incidents, the HSTLC, to the FENZ;
- If no hazardous or environmentally harmful substances are involved, the NZTA contractor will start any actions required to ensure restoration of the asset;
- If further clean-up is required after the initial response to a spill of hazardous or environmentally harmful substances, and the NZTA is undertaking the clean-up:
 - the NZTA’s consultant or contractor will submit a clean-up plan to the territorial authority and regional council for their approval before commencing any clean-up work;
- If earthworks are required, sediment control will be required in the clean-up plan and territorial authorities and regional councils must be consulted on any resource consent issues relating to earthworks and the discharge of contaminants;
- On resolution of any consent requirements and approval of the clean-up plan, the NZTA contractor shall commence restoration of the asset;
- On completion of the restoration, a report validating the clean-up action shall be submitted to the regional council.
- On acceptance of the site restoration by the regional council, NZTA shall conduct a review of the incident, including the sub-network, their consultant and contractor and centrally record the results to provide data from which future responses can be refined.
- If the incident that results in a requirement for clean-up can be assigned to a fault of a known party, the NZTA may seek to recover the costs, including any consenting costs, from that party

A flow diagram for crash and point source spill response is given in Appendix D.

4.2 Diffuse Loss of Containment

Diffuse loss of containment of a consignment can spill material over wide areas. Such spills are less likely to be reported by the mechanisms described in Section 3.3.1. However, they are likely to become apparent to territorial authorities and regional councils from community reporting and to the NZTA by contractor reporting. Transport operator reporting, while required for hazardous substances under land transport rules, is unlikely to report diffuse spillages of environmentally harmful substances. The NZTA response to such spills will generally be reactive to territorial authority and regional council notification.

The following process will be followed:

- The pollution control team of the regional council or Health Protection unit of the territorial authority will respond to incident reporting from the community, road maintenance contractors and/or transport operators and brief the NZTA;
- The NZTA will identify whether there spill involves hazardous substances or dangerous goods and whether any environmental harm has been caused by the spill;
- If no hazardous substances, dangerous goods or environmentally harmful substances are involved, the NZTA contractor will start any actions required to restore the asset;
- If hazardous substances, dangerous goods or environmentally harmful substances are involved further clean-up is required after the initial response to any spill. Such clean-up will be subject to compliance with district and regional plan contaminated land rules and consents may be required. The NZTA's consultant or contractor will submit a clean-up plan to the territorial authority and regional council for their approval and apply for any consents required before commencing any clean-up work;
- For widely dispersed spills, contaminant concentrations in soils and water will be lower than for point source spills. Earthworks are less likely to be required for clean-up.
- On approval of the clean-up plan, the NZTA contractor shall commence restoration of the asset;
- On completion of the restoration, a report validating the clean-up action shall be submitted to the regional council.
- On acceptance of the site restoration by the regional council, NZTA shall conduct a review of the incident, including the sub-network, their consultant and contractor and centrally record the results to provide data from which future responses can be refined.

A flow diagram for diffuse source spill response is given in Appendix E.

4.3 Consent Issues

The NZTA response to spill incidents is required to address any consenting issues arising from provisions of regional and district plan rules. The NZTA will consult with the regional council and territorial authority to establish whether any clean-up activities require consent under the regional or district plan..

If the NZTA response requires ground disturbance, district plan rules may require land use consents for vegetation alteration or removal, earthworks, the creation of impermeable surfaces, and works to affected buildings. Regional plan rules may require consent for earthworks, vegetation alteration or removal, and discharges arising during clean up, The details required for applications for consent for earthworks generally include the volume of earthworks, number of vehicle movements, duration of works and erosion and sediment control methods. Illegal

earthworks (i.e. earthworks undertaken without resource consent where a resource consent should have been obtained) can result in a prosecution under the RMA.

4.4 Spill Clean-up Plan

The site clean-up plan will be site specific and prepared by the NZTA sub-network or their consultant. The content of the plan may be subject to rules contained in district and regional plans.

The plan should generally include the following elements:

- Identification of the spill site, including:
 - Road name;
 - Land title; and
 - Map grid (NZTM)
- Summary details of the spill incident including the identification of the spilt material and any hazardous, dangerous or environmentally harmful properties;
- An estimate of the amount of material spilt and the amount of residual contamination in soil and water;
- Procedures for cleaning up or containing the residual contamination to mitigate any ongoing contaminant discharge to waterways, groundwater or coastal water;
- Target contamination levels for any contaminant levels remaining in soils and water following clean-up;
- A requirement to provide a record of the disposal of contaminated material to treatment/disposal sites that are consented to accept them;
- A requirement to provide a report validating the effectiveness of the clean-up; and
- The provision of a review template with instructions for completion and forwarding to central record keeping.

Depending on the severity of the spill, technical input may be required to determine the contaminant risk by quantifying contaminant concentrations in soil and water samples and assessing these against accepted human health and environmental protection criteria. Territorial authorities and regional councils will provide advice on the need for such input.

The Ministry for the Environment has also prepared a Contaminated Land Management Guideline Series.

4.5 Review and Recording

This SOP seeks to meet the targets set out in *Part 1.2: Objectives*. Monitoring and reviewing the effectiveness of the NZTA in achieving these targets and the SOP as a whole is necessary to determine if its objectives are being met. Monitoring and reviewing will occur at the following levels:

- Completion of spill response records by the NZTA sub-network linked to the Land Transport Safety Authorities Crash Analysis System and Road Asset Maintenance Management (RAMM) system⁹;
- Reporting to the NZTA CEO on progress being made on achieving targets; and

⁹ Section 7.3, Chapter 1; The State Highway Asset Management Manual, SM020 TNZ, Aug 2000

- Updating of the SOP as required, addressing deficiencies or gaps to ensure that relevant matters are covered and unintended consequences are addressed.

A template for sub-network spill response records is provided in Appendix F.

4.6 Preparedness

Other measures include advance preparation in case of emergency – such as :

- Where practicable and affordable the provision of sustainably designed stormwater controls – swales, wetlands, detention ponds and other treatment devices to provide in place treatment and containment systems if a spill occurs;
- A maintenance programme for these devices with specific attention to their ability to mitigate the impact of spill events;
- Repair or replacement of these devices if they are severely impacted by spill incidents;
- Spill response equipment being stored on or near critical routes, particularly where they intersect with sensitive waterway areas;
- Maintenance of communication links with other agencies – the HSTLCs provide an existing nationwide network to achieve this (Appendix B);
- Participation in Civil Defence exercises – again the HSTLC provides good links for achieving this.

These measures should be proportional to any potential risk and common sense suggests that emergency response experience would give guidance in achieving sustainable outcomes.

4.7 Training

Regional councils, under their CDEM, provide training for civil defence purposes. Training content and delivery will be consistent with Ministry courses or meet relevant tertiary or New Zealand Qualifications Authority (NZQA) standards. Training content will wherever possible be multi-agency and multidisciplinary. Exercises also play an important role in moulding and adjusting readiness activities and will be undertaken on a regular basis. Exercises also allow plans and SOPs to be tested and potential gaps and overlaps to be identified. Exercises will involve all CDEM Group members and will include Strategic Stakeholders (see Section 2.1.3) where and when opportunities arise. The benefits of joint exercises involving a multi-agency, multi-disciplinary approach will be realised wherever possible. NZTA shall develop links with the regional CDEM and require that sub-networks, their consultants and subcontractors participate in available training and exercises as required.

The NZTA consultant's role in data recording of road crashes is described in Section 3 of the SMO20 TNZ¹⁰. The consultancy staff must be suitably trained, competent and experienced to undertake safety inspections, audit and crash analyses. There is no requirement for the consultant to have competence in dangerous goods, hazardous substances or spillages.

¹⁰ The State Highway Asset Management Manual, SM020 TNZ, Aug 2000

Table 5: Regional Hazardous Substances' Technical Liaison Committees

NZTA State Highway sub-networks

This list can be updated through the [Fire and Emergency NZ](#). The contact at the date of this report is Dick Thornton-Grimes, (09) 302 5173; 0274 404 424.

Location	Meeting frequency	Fire and Emergency New Zealand representative
Gisborne	Reforming	Stu Law
Dunedin (with satellite groups in Oamaru, Queenstown, Alexandra and Balclutha, Invercargill)	Two-monthly	Dave Seque Peter Burtonwood Barry Gibson
Whangarei		Craig Bain
Auckland	Three-monthly	Dick Thornton-Grimes
Napier/Hastings	Six-monthly	Ray Brown
Horizons Region Council (Ruapehu, Rangitikei, Wanganui, Manawatu, Palmerston North, Horowhenua, Tararua)	Six-weekly	Mitch Brown
Taranaki	2–3 months	Pat Fitzell
Wellington region	Three or four times a year	Peter Dempsey
Wairarapa/Masterton	Twice year (EMG)	Henry Stechman
Marlborough	Twice a year	Rob Dalton
Nelson/Tasman	Twice a year	Graeme Daikee/Brian Lucas
Canterbury South Canterbury (Timaru) Greymouth	Annually	Steve Barclay Artie Lind/Kevin Collins Dave Hyde/Mark Thomas
Rotorua	Twice yearly	Wayne Bedford
Tauranga/Kawerau	Quarterly	Ron Devlin
Waikato	Irregularly	Roy Breeze
Thames	Irregularly	Martin Berryman
Taupo		Charlie Turei

Agency	Coverage	Contact name	Telephone
National Poisons Centre	National		0800 764 766
National Radiation laboratory	National		03 366 5059

Agency	Coverage	Contact name	Telephone
NZCIC CHEMCALL Emergency Response	National		0800 243 622
New Zealand Police	National	Superintendent Steve Christian	(04) 463 4432
Fire and Emergency New Zealand	National	Bryan Davey Jim Stuart-Black	(04) 496 3600
Regional Councils	Northland Regional Council		0800 504 639
	Auckland Regional Council		09 377 3107
	Environment Waikato		0800 800 401 (not a pollution hotline)
	Environment Bay of Plenty		0800 73 83 93
	Taranaki Regional Council		0800 736 222
	Gisborne		
	Hawkes Bay Regional Council		0800 108 838
	Horizons Regional Council		Freephone 0508 800 800 and ask for Pollution Hotline
	Greater Wellington Regional Council		04 384 5708
	Tasman		No 24 line listed on web site. Call local office for connection
	Marlborough		None specifically listed
	Environment Canterbury		03 366 4663
	West Coast Regional Council		03 768 0466 (not a pollution hotline)
	Otago Regional Council		0800 800 033
	Environment Southland		(03) 211 5225
Chatham Islands		03 305-0033 or 03 305-0034 (not a pollution hotline). After hours: 03 305 0149 (not an pollution hotline)	

Figure 5: Spill Clean-up: Procedural Flow Diagram for Crash and Point Source Response

To be read with reference to Section 3.3.1

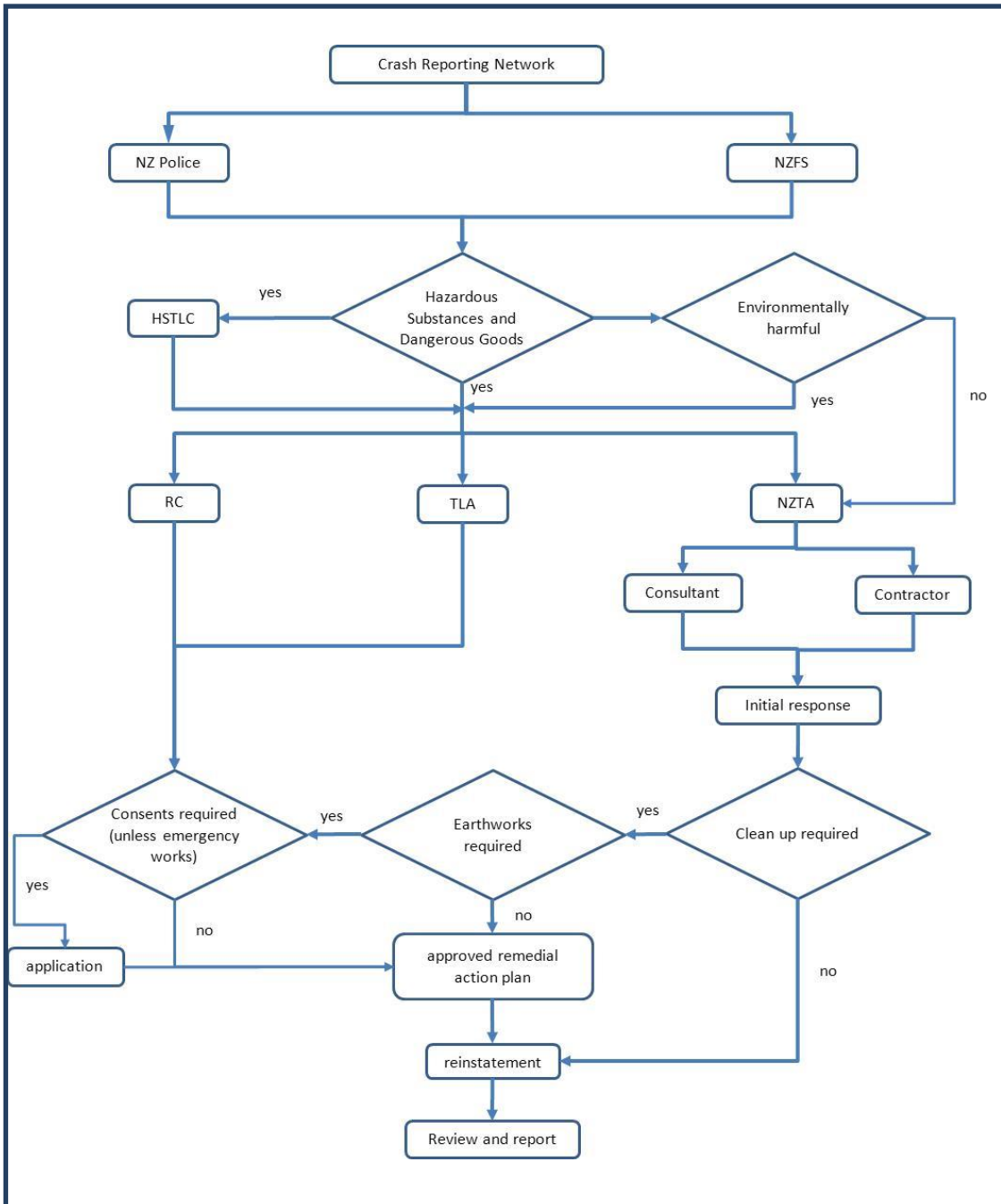
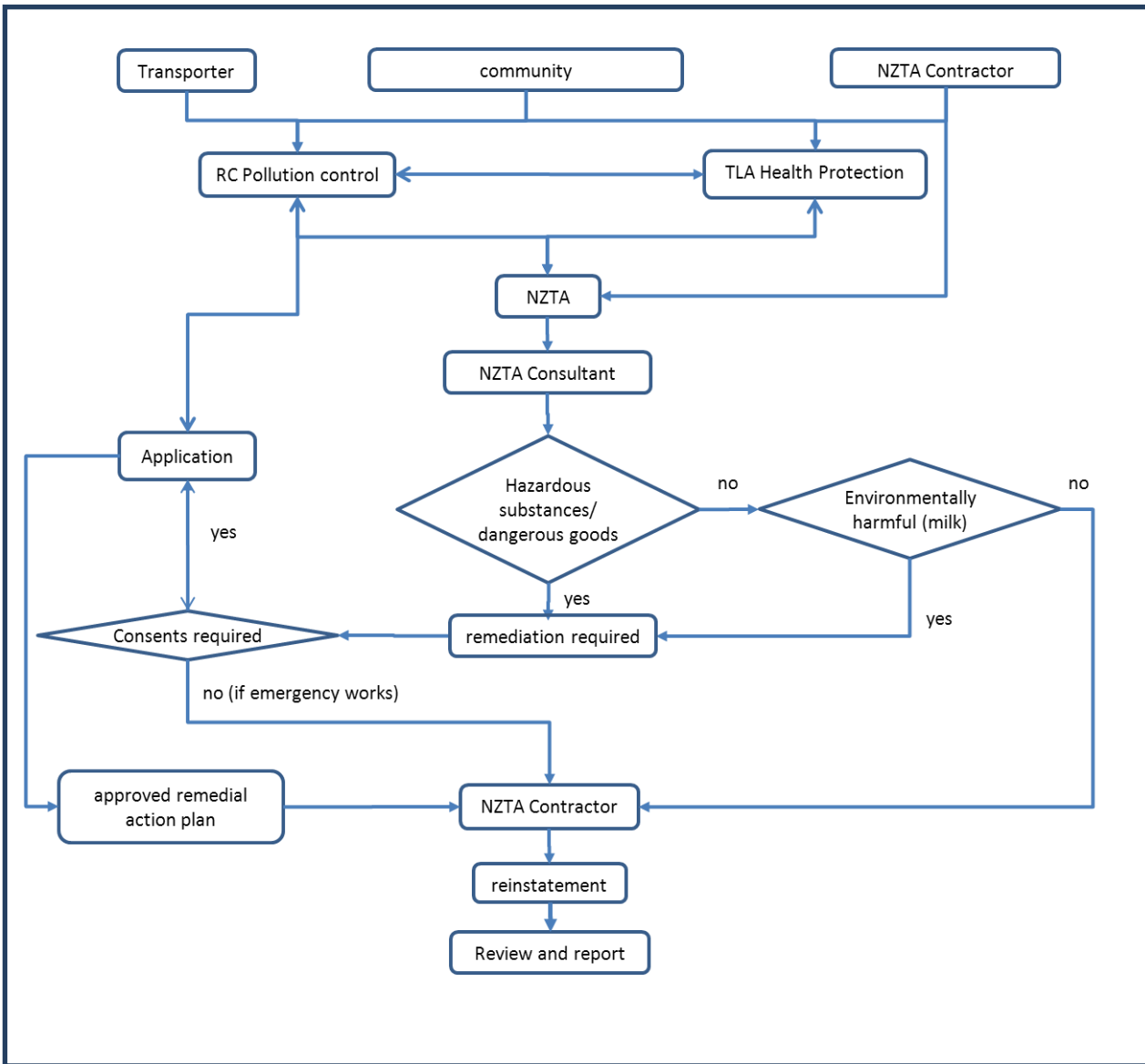


Figure 6: Spill Clean-up: Procedural Flow Diagram for Diffuse Source Response

To be read with reference to Section 3.3.2.



5.0 Forms

Initial incident response form (from SNZ HB76: 2008 *Dangerous Goods Emergency Response Guide*)

Dangerous Goods Incident Report Form

This form is to be filled out for ANY hazardous substance spill or leak and to be sent to the relevant enforcement agency

Location

Date

Leak/Spill in transit Leak/Spill during loading Leak/Spill during unloading

PRODUCT NAME

CLASS

UN NO.

PACK SIZE

PACK TYPE

QUANTITY

INCIDENT DESCRIPTION

.....

.....

.....

WHO IS AT THE SCENE

	At Scene	Called	ETA	Contact Name
Fire Brigade	<input type="checkbox"/>	<input type="checkbox"/>
Police	<input type="checkbox"/>	<input type="checkbox"/>
Ambulance	<input type="checkbox"/>	<input type="checkbox"/>
District Health Board	<input type="checkbox"/>	<input type="checkbox"/>
Department of Labour Inspector	<input type="checkbox"/>	<input type="checkbox"/>
Clean-Up Contractor	<input type="checkbox"/>	<input type="checkbox"/>

Name

Signature

Spill Response Record

Response and debriefing record

FROM:

TO:

DATE:

SUBJECT:

REPORT

Date of event:

Location of spill:

Point source or diffuse

Climatic conditions at time of spill

Materials spilt

Amount(s) spilt

Cause of spill

Did any material escape off site?
If yes, where to?

What environmental or other effects resulted?

Action taken:

Who detected the spill and what did they do?

Who else on the staff was notified and what did they do?

Other agency response

Were there any other agencies involved in the event? If yes, please list and describe their role.

Fire and Emergency NZ

NZ Police

Territorial Local Authority

Regional Council

	Towing company
	other

Injury report

Were there any injuries? Yes/no (please circle one)

Cross reference to:

Costs report

Estimate costs of staff down time for clean-up and other response:

External clean-up costs:

Disposal costs:

Any other costs (e.g. Value of lost product):

Incident review

What was done well?

What wasn't done that should have been done?

What was done wrong or could have been done better?

What non-compliance caused the incident?

Prevention

Discuss any changes needed to prevent similar incidents in future:

Spill emission procedures

Equipment

Staff training

Drains or structures

Housekeeping practices

Site management systems

Standard operating procedures

Other things to prevent a similar event

FUTURE RESPONSE

Have spill control and safety supplies been topped up?

Have staff been debriefed, and if necessary, re-trained?

Other recommendations

Further action

Actions, timing, responsibility, budget, completion, review

Appendix G12: Delegation to a Territorial Local Authority

G12.1 Delegation Agreement between the New Zealand Transport Agency and a Territorial Local Authority

This section gives the wording for a formal agreement between NZTA and a territorial authority, where NZTA has resolved to delegate administration activities to the territorial authority.

DELEGATION AGREEMENT

THIS AGREEMENT is made the _____ day of _____

BETWEEN **NEW ZEALAND TRANSPORT AGENCY** a body corporate pursuant to the Land Transport Management Amendment Act 2008 ("NZTA")

AND [_____] a territorial authority within the meaning of the Local Government Act 2002 ("the Territorial Authority").

RECITALS

- A. The Territorial Authority wishes to exercise various of the functions, duties and powers of NZTA with respect to State highway.
- B. The Territorial Authority has requested NZTA to delegate those functions, duties and powers pursuant to section 62(1) of the Government Roading Powers Act.
- C. NZTA has determined that the delegation will not result in an increased cost to the Account.
- D. NZTA considers that the Territorial Authority has the resources and capacity to exercise the delegation.
- E. The functions, duties and powers have not been delegated to any other territorial authority and NZTA is satisfied they ought not to be so delegated.
- F. NZTA has, [either by decision of the System Manager or by resolution of the Board], delegated to the Territorial Authority the functions, duties and powers set out below subject to the terms and conditions set out below.

AGREEMENT

- 1. **Extent of Delegation:** Conditions are set out hereunder and in the attached Schedule I ("the delegation").
- 2. **Acceptance:** The Territorial Authority consents to the delegation.
- 3. **Exclusive Exercise of Powers:** NZTA shall not have the power to exercise any of the powers so delegated during the period of the delegation.

4. State Highway Policy: Notwithstanding the delegation, NZTA retains the full power and control over State highway policy and the Territorial Authority shall comply with such policy as is communicated to it by NZTA from time to time.
5. Payment: NZTA shall pay the whole of the cost of the construction and maintenance of the State highway which is the subject of the delegation, being the costs included in the state highway output of NZTA's component of the *National Land Transport Programme*, provided that if the Territorial Authority elects to undertake any work of construction or maintenance that is of a higher standard than the standard prescribed by NZTA or is in addition to the works required to be undertaken in order to comply with that standard, then NZTA shall only contribute such costs as are required to meet the prescribed standard and not for the above standard or extra work, if any, unless NZTA considers this to be value for money.
6. Administration Costs: In addition to the costs payable under clause 5, NZTA shall pay the Territorial Authority an administration fee calculated in accordance with Schedule II, provided that, if the Territorial Authority considers that any alteration in policy or other action of NZTA has resulted in an increase in the costs of the delegation, the Territorial Authority may seek an amendment to Schedule II to compensate it for additional costs. On receipt of a request for amendment, NZTA shall agree to such amendment to Schedule II as it considers reasonable.
7. Liability: The Territorial Authority shall exercise the delegated powers in its own name and shall be liable to third parties accordingly; and neither NZTA nor the Crown shall be answerable to any third party for any act or default of the Territorial Authority in the course of the delegation, provided that where any such act or default occurs in the normal course of the delegation and is not the result of any negligent or wilful act of the Territorial Authority, its employees or agents, then NZTA shall indemnify the Territorial Authority for the reasonable costs incurred as a result of the act or default, provided that the Territorial Authority shall notify NZTA as soon as practicable of any alleged act or default which may give rise to a claim by a third party.
8. Compliance with Legislation: In exercising the delegation the Territorial Authority shall comply with all relevant legislation.
9. Compliance with NZTA Manuals: In exercising the delegation the Territorial Authority shall comply with all relevant NZTA manuals being those manuals set out in Schedule III and any other manuals notified to the Territorial Authority by NZTA during the course of the delegation. Such manuals shall be provided to the Territorial Authority by NZTA on request and NZTA shall notify the Territorial Authority of any amendment it makes to the manuals.
10. Compliance with Procurement Procedures: In letting any contracts required under the delegation, the Territorial Authority shall comply with the relevant Procurement Procedures approved by NZTA in compliance with the Procurement Manual.
11. Reporting: The Territorial Authority shall report to NZTA by the tenth day of each month and at such other times on request from NZTA. The reports shall be in the form set out in the attached Schedule IV or in such other form as is notified to the Territorial Authority from time to time.
12. Guidance from NZTA: In exercising the delegation, the Territorial Authority may seek guidance from NZTA but any guidance provided by NZTA is provided on the basis that the Territorial Authority will not rely on such guidance but will take such professional and other advice as is appropriate in the circumstances and, in reaching any decision required to be made in the course of the delegation, will rely on its own skill and judgement.

13. Capability Assessment: In requesting the delegation, the Territorial Authority has provided NZTA with the capability assessment attached as Schedule V. Should any material factor (noted as such in the schedule) in the capability assessment change, the Territorial Authority shall notify NZTA in writing of the change within 7 days of such change together with any proposed action to alleviate any reduction in the Territorial Authority's capability arising from the change.
14. Review: NZTA shall review the delegation at three-yearly intervals, with the first review being three years from the date of this agreement. All reviews shall include consideration of the Territorial Authority's performance of the delegation, the resources and capacity of the Territorial Authority to continue to exercise the delegation and the costs to the Land Transport Account of the delegation.
15. Surrender by Territorial Authority: Should the Territorial Authority wish to surrender the delegation it shall give notice in writing to that effect not later than six months before the end of financial year of NZTA and such notice shall take effect on the commencement of the following financial year.
16. Revocation by NZTA: If following a review under clause 14, or at any other time NZTA considers that the delegation results in an increase in cost to the Land Transport Account, or that the Territorial Authority no longer has the resources and capacity to exercise the delegation, or that the delegation should be to some other territorial authority, then NZTA shall advise the Territorial Authority of any proposed action and invite comment. Following consideration of the Territorial Authority's comments NZTA may, by resolution of the Board, revoke or vary the delegation and such revocation or variation shall be notified as soon as possible to the Territorial Authority, and take effect, upon receipt of such notification.
17. Property: On the surrender or revocation of the delegation the Territorial Authority shall, as soon as reasonably practical, transfer and, if deliverable, deliver to NZTA all property (including, but not limited to, all real property and all intellectual property) obtained by it as a result of the delegation or created by it, its agents or employees, in the course of the delegation.
18. Notices: Any notice or request to be given under this Agreement shall be in writing addressed to the party to whom it is to be sent at the address or facsimile number from time to time designated by that party in writing to the other. Until a change is so notified the address and facsimile number of each party is as follows:

New Zealand Transport Agency: Majestic Centre
100 Willis Street
(Private Bag 6995)
WELLINGTON

Facsimile: 04 894 6146

Attention: General Manager, System Design and
Delivery

Territorial Authority:

Attention:

THE COMMON SEAL of the)
NEW ZEALAND)
TRANSPORT AGENCY)
was hereunto affixed in)
the presence of:)

THE COMMON SEAL of)
_____)
was hereunto affixed in)
the presence of:)

Note: The schedule of administration functions as shown in Appendix 1A of this manual is to be attached as part of this Delegation Agreement.

SCHEDULE I

An example of special conditions specific to the agreement.

The following special conditions apply:

- I.1 The extent of delegation is defined as the current _____ District/City as depicted in Appendix ____.
- I.2 Projects shall be delegated for all phases at the discretion of the System Manager on approval of the National Land Transport Programme. Once a project is delegated it will remain with council until completion.
- I.3 The Delegated territorial authority shall manage overall works and fees programmes to maximise investment effectiveness within policy and budget.
- I.4 Projects that require consents:
 - (a) All planning consents shall be lodged by the Principal Planner. Subsequent hearings shall be directed by the Principal Planner.
 - (b) All resource consents, and statutory applications that do not require design mitigation measures for environmental effects, and will not be notified shall be delegated to council.
 - (c) Land Purchase shall be recommended to the System Manager for approval.
- I.5 Network control functions apply specifically to activities within road reserve except for the special conditions that apply to 50 km/h areas. Activities outside the road reserve shall be administered by the NZTA Regional Office and shall be a charge to Region ___ allocations.
- I.6 Information required by documents specified in Schedule III and reported through Schedule IV shall be supplied to the NZTA Regional Office 2 days in advance of the specified date.

SCHEDULE II

Method of calculation of administration fee, e.g.

- II.1 The annual administration fee payable shall comprise:
 - 1 \$150 per km, and
 - 2 1% of the actual annual expenditure.

SCHEDULE III

- III.1 NZTA *Standards and Guidelines Manual*.

SCHEDULE IV

Form of reports to the New Zealand Transport Agency, e.g.

- IV All reporting required by NZTA's *Planning, Programme and Funding Manual* shall be assumed by the Delegated Territorial Authority for the delegated area and report to the nominated System Manager's Agent.

Further specific reporting is:

Accrued indebtedness on the SAP output.

SCHEDULE V

Capability assessment of territorial authority. Material factors (required notification of change) are to be noted, e.g.

V.1 The Capability assessment of the _____ District/City Council is included in Appendix B

BETWEEN

NEW ZEALAND TRANSPORT AGENCY

("NZTA")

AND

("the TERRITORIAL AUTHORITY")

DELEGATION AGREEMENT

Dated

20.....

G12.2 Delegation of Administration Functions to Territorial Authorities

G12.2.1 In this Section

This section shows which administration activities are retained by NZTA and which may be delegated. In some cases, a portion of the activity may be delegated. This is shown by a tick in both right-hand columns.

Table 1: Delegation of Administration Functions to Territorial Authorities

Activity	Short Title	Description	Retained by NZTA	Can be delegated
PLANNING	Corridor Management Plans	Initiate and monitor preparation of Corridor Management Plans and strategies for SH future needs.	✓	
	Resource Management	Undertake all activities under Resource Management Act to protect S H facility including submissions, objections and requirements. Review needs of district plans at pre-review and review stages - initiate strategic planning or problem definition.	✓	
	Hearings	Individual hearing activities for objections and appeals including preparation, collection of data, and attendance at hearings.	✓	
ACCESS CONTROL	LAR Declaration and Revocations	Strategic management of LAR.	✓	
	LAR Crossing Place Licences	Manage existing LAR crossing place licences.	✓	
	Sub-divisions and Roadside Development	Review of and submissions on subdivisions. Response to queries on roadside development.	✓	

Activity	Short Title	Description	Retained by NZTA	Can be delegated
LICENCES AND AGREEMENTS	S H Licences and Agreements	Includes all action involved with encroachment agreements, fencing agreements, and public & private utility activities.		✓
SAFETY AND CAPACITY	Accident Reporting Routine	Advise Consultant of fatal accident reports. Implement or brief consultancy on any problem-solving action. Review fatal accident sites to highlight any deficiencies and report to RM. Respond to MOT and public. Collate and submit overseer accident report forms. Advise on accident black spots as requested.		✓
	Accident Studies	Set up/participate/review specific accident studies. Participate in accident studies as briefed including any review or follow-up action.		✓
	Traffic Management	Advice/briefing on general traffic management matters signposting, traffic control devices, markers, markings including submissions to National Office on regulatory functions.		✓
	Bridge Inspection Assessment and Posting	Brief for programme of inspection and action reports as appropriate. Brief for assessment and posting as necessary.		✓
RECORDS	Plans	Management of NZTA Plans.	✓	✓
	Inventory	Non-specific inventories.	✓	✓
	Highway Information Sheets	Briefing only.	✓	✓

Activity	Short Title	Description	Retained by NZTA	Can be delegated
	Bridge Description and Structural Inventories	Action requests and advice to and from National Office as necessary. Brief for inventory update.	✓	✓
	RAMM	Implement and manage RAMM database.	✓	✓
	Photography	Maintain aerial photo set.	✓	✓
	Pavement Condition Surveys	Brief and manage in accordance with policy.		✓
	Roughometer Surveys	As specifically briefed.	✓	
	Traffic Surveys	As specifically briefed.		✓
	Traffic Counting	Brief for District Counting Programme. Arrange maintenance of counters. Process data and analysis. (In-house in some regions.)	✓	✓
PROJECTS AND PROGRAMMES	General	Excludes office administration and management. Productive work only: general correspondence replies, statistical returns, S H declarations, S H revocations. Ensuring policy instructions are disseminated. Co-ordination of emergency reports and follow-up action.	✓	✓
	Briefing	Preparation and monitoring of consultant briefs. Includes reporting phases and reviewing for all work on state highways.	✓	✓

Activity	Short Title	Description	Retained by NZTA	Can be delegated
	Approving	Reviewing consultant recommendations, initiating changes through re-briefing. Submissions to National Office. Action all local approvals and all follow-up.	✓	✓
	Approving Documents	Approving documentation principally on basis of consultant certification.	✓	✓
	Approving Payments	Approving all claims, invoices, contract payments as meeting NZTA requirements.	✓	✓
	Tenders Board	Operating tenders board, internal controls and related contract management tasks.	✓	✓
	NLTP Budgeting, including: <ul style="list-style-type: none"> • Forecast • Review • Reconciliation • Transfers • Project Commissioning 	State Highways Programming <ul style="list-style-type: none"> • Review consultant reports; • Verify needs; • Follow up with consultant or LA as necessary; • Assemble documentation for reviews and forecasts; • Prepare State Highway Statement of Service Performance; • Vet submissions from consultant, complete follow up action and prepare submissions to head office where necessary. 	✓	

Activity	Short Title	Description	Retained by NZTA	Can be delegated
	S H Financial and Progress Reports	Review monthly reports from consultants with follow up action to consultant and National Office. Convene consultant/client, action meetings together with associated follow-up. Manage overall works and fees programmes to maximise investment effectiveness within policy and budget. (Effectively all S H budgeting not included in preceding item)	✓	✓
OVERWEIGHT AND OVER-DIMENSION LOADS	Process Permits	All permit actions within the region including general enquiries and advice to operators on possible permits.	✓	✓
	Supervision	Generally briefing only.		✓
	Advise MOT on over-dimensions	Advice on movement of over-dimensions.		✓
INSPECTIONS	Advise Industry	Detailed technical enquiries and advice to industry.	✓	✓
	Inspections	General State highway inspections not specifically reported.	✓	
	Programme Development Inspection	Inspections with consultant in relation to programme development and project evaluation approval.	✓	✓
	Work Assessment/Audit	Internal Highway & Network Operations Group inspection of level of service, handover of projects and value for money, maintenance spot checks.	✓	

G12.3 Capability Evaluation for State Highway Delegation

G12.2.3 In this Section

This section summarises the criteria to be considered in evaluating an application from a territorial authority for NZTA to provide delegated powers.

Table 2: Capability Evaluation for State Highway Delegation

Delegated Activity ⁽¹⁾	Experience	Track Record	Technical Skills	Management Skill
Licences and Agreements	<ul style="list-style-type: none"> • Systematic approvals with a policy framework 	<ul style="list-style-type: none"> • Competent administration • Timely responses to basic administration enquiries 	<ul style="list-style-type: none"> • Basic understanding of roading operations 	<ul style="list-style-type: none"> • Management of external vested interests • Handling of difficult customers without public outcry • Systems in place for information management on similar issues
Safety Management (excluding bridging)	<ul style="list-style-type: none"> • Hands-on safety management • Appropriate computer/information systems • Involvement and accountability for each subcomponent to be delegated 	<ul style="list-style-type: none"> • Recognised competence for administration of any activity proposed for delegation 	<ul style="list-style-type: none"> • Engineering qualification and/or experience to each subcomponent proposed for delegation 	<ul style="list-style-type: none"> • Demonstrated recognition of accuracy an essential dimension of management skills

Delegated Activity ⁽¹⁾	Experience	Track Record	Technical Skills	Management Skill
Bridge Inspection Posting	<ul style="list-style-type: none"> Commissioning appropriate resources for bridge management 	<ul style="list-style-type: none"> Timely delivery of routine reports 	<ul style="list-style-type: none"> Experience/qualification in bridge maintenance/construction at similar scale and complexity to that proposed for delegation 	<ul style="list-style-type: none"> Systematic approach to timely completion of routine tasks
Records and Databases	<ul style="list-style-type: none"> Hands-on experience with records of similar type and strategic importance 	<ul style="list-style-type: none"> Records have demonstrable integrity 	<ul style="list-style-type: none"> Relevant information management and computer systems capability 	<ul style="list-style-type: none"> Demonstrable commitment to quality systems in support of database management

Delegated Activity ⁽¹⁾	Experience	Track Record	Technical Skills	Management Skill
Project and Programme Management	<ul style="list-style-type: none"> • Hands-on briefing, bid evaluation, commissioning and managing consultants for roading projects of similar scale • Experience with relevant conditions of engagement and contract administration procedure • Current capability and ability to accommodate level of activity required to manage projects/ programme proposed for delegation • Experience with implementation procedure of communications strategies in relation to comparable activities 	<ul style="list-style-type: none"> • Recognised project management expertise for projects similar in scale and type • Experience with the client/ consultant/ contractor relationship adopted by NZTA • Competent timing of project reporting for both achievement and expenditure • Evidence of commitment to consultation • Timely correct financial assistance claims 	<ul style="list-style-type: none"> • Technical competence needed for credible status as client in relation to projects or programme proposed for delegation • No material concerns in audits of projects or programmes of similar complexity/ scale • Access to experienced communication skills • Ability to manage timely relevant records particularly in relation to performance 	<ul style="list-style-type: none"> • Demonstrated capability for establishing and operating management systems for reporting and monitoring both financial and physical progress of projects or programmes of similar integrity to those required by NZTA • Stable management systems sufficiently robust to accommodate increased level of activity proposed. • Management skills necessary to operate as client well developed • Cashflow management systems which can cope with payment without fiscal consequences
Programme management (financial/ admin servicer)	<ul style="list-style-type: none"> • Management of similar cash flows 	<ul style="list-style-type: none"> • Demonstrated ability to manage land transport disbursement account 		

- (1) Refers to list of delegable activities on pages 37 to 41 above.
- (2) Extent of delegation will relate to assessed capability and there will be no delegation of project management where RMA action is substantive.

Appendix G13: Document Sources for Matters Related to National Parks

Term	Definition
General Policy for National Parks 2005	<p>The General Policy for National Parks (General Policy) gives both direction and guidance to conservation managers and to communities on how to preserve these special areas and public use within them. In particular, the purpose of this General Policy is to implement the National Parks Act 1980 and to provide consistent national direction for the administration of national parks through conservation management strategies and national park management plans. The three types of planning documents have a hierarchy that derives from linked requirements in the National Parks Act 1980 and the Conservation Act 1987. Specifically:</p> <ul style="list-style-type: none"> • General Policy implements and cannot derogate (i.e. detract) from legislation; • Conservation management strategies implement general policies approved under the National Parks Act 1980 and other Acts; and • National park management plans cannot derogate from any relevant conservation management strategy. <p>The effect of these requirements is that the National Park Management Plan for a national park has to be consistent with the General Policy for National Parks.</p> <p>https://www.doc.govt.nz/about-us/our-policies-and-plans/statutory-plans/statutory-plan-publications/national-park-management/general-policy-for-national-parks/</p>
General Policy for Conservation Areas 2005	<p>The Conservation General Policy is a statutory policy that addresses the conservation of natural and historic resources in New Zealand. This statement of General Policy covers the following Acts:</p> <ul style="list-style-type: none"> • The Conservation Act 1987 • The Wildlife Act 1953 • The Marine Reserves Act 1971 • The Reserves Act 1977 • The Wild Animal Control Act 1977 • The Marine Mammals Protection Act 1978. <p>The policy set out in the Conservation General Policy 2005, together with the General Policy for National Parks 2005, guides conservation management for the next decade or more.</p> <p>In particular, the Policy will shape a new round of conservation management strategies, conservation management, plans and national park management plans. The scope of the policies is broad, reflecting the wide spectrum of conservation areas administered under the legislation and the many conservation tasks to be performed.</p> <p>https://www.doc.govt.nz/about-us/our-policies-and-plans/conservation-general-policy/</p>
National Park Management Plan	<p>The purpose of a National Park Management Plan is to provide for the management of the Park in accordance with the National Parks Act 1980, the Conservation General Policy 2005, the General Policy for National Parks (2005) and Conservation Management Strategies.</p> <p>The plan will guide and direct the work of the Department and its decision-making responsibilities in the Park for ten years. The plan seeks to give clear directions for management, while remaining flexible enough to allow for changing circumstances within the ten-year time frame.</p>

Term	Definition
Conservation Management Plan	<p>https://www.doc.govt.nz/about-us/our-policies-and-plans/statutory-plans/national-park-management-plans/</p> <p>Conservation management plans are 10-year statutory plans. The purpose of a conservation management plan is to implement the conservation management strategies and to establish detailed objectives for the integrated management of natural and historic resources and public use within a particular area.</p> <p>Conservation management plans will only be developed for areas where there is a high level of activity or a complexity of issues that cannot be satisfactorily dealt with in the Conservation Management Strategy; or where required through a Treaty of Waitangi settlement agreement.</p> <p>As with national park management plans, they have to be developed in accordance with relevant legislation, the Conservation General Policy 2005 and the relevant conservation management strategy.</p> <p>https://www.doc.govt.nz/about-us/our-policies-and-plans/statutory-plans/conservation-management-plans/</p>
Conservation Management Strategies	<p>Conservation management strategies are required under the Conservation Act 1987 and are developed in accordance with the legislation under which DOC operates.</p> <p>Conservation management strategies are 10-year strategies that provide an overview of conservation issues and give direction for the management of public conservation land and waters, and species for which DOC has responsibility. They indicate what DOC intends to do and how it can respond to requests to use the natural and historic resources it manages. Their purpose is to implement general policies and establish objectives for the integrated management of natural and historic resources, and for recreation, tourism, and any other conservation purposes both on and off the lands DOC manages.</p> <p>https://www.doc.govt.nz/about-us/our-policies-and-plans/statutory-plans/conservation-management-strategies/</p>
Standard Operating Procedures	<p>These are DOC procedures for how to operate on public conservation land. When discussing a potential activity to be undertaken on public conservation land the DOC conservancy can advise if a Standard Operating procedure needs to be followed. An example of a Standard Operating Procedure is historical heritage protection procedure.</p>
DOC 1994 Outdoor Sign Manual	<p>The DOC Outdoor Sign Manual applies to:</p> <ul style="list-style-type: none"> • outdoor signs erected by DOC; • signs on departmental buildings; • marine reserve markers; • signs associated with historic or cultural sites; and • features on land managed by DOC. <p>Special care is required to avoid compromising the integrity of historic or cultural sites or features.</p>
Concessions	<p>This is one DOC procedure to obtain authorisation to work on public conservation land. It may be in the form of a lease, licence, permit or easement.</p> <p>https://www.doc.govt.nz/about-us/statutory-and-advisory-bodies/nz-conservation-authority/publications/docs-statutory-planning-processes/information-about-concessions/</p>
Environmental Plan	<p>NZTA's Environmental Plan (included in the Environmental Policy Manual) establishes an environmental policy for State highways and outlines specific actions to improve NZTA's performance including:</p> <ul style="list-style-type: none"> • mitigating traffic noise and vibration

Term	Definition
	<ul style="list-style-type: none"> • managing effects on air quality • addressing impacts on water quality • using resources efficiently • protecting cultural and heritage features • improving the visual appearance of highways • protecting biodiversity. <p>The Environmental Plan enables NZTA to integrate environmental and social considerations into all aspects of State highway planning, construction and maintenance.</p> <p>http://www.nzta.govt.nz/resources/environment-policy-manual/index</p>
SP/M001 Planning Policy Manual	<p>NZTA's Environmental Policy Manual (2005) has been updated to reflect NZTA's approach to integrating land use and transport planning under the Land Transport Management Act 2003.</p> <p>The new Environmental Policy Manual contains a “toolbox” of techniques that will be implemented by NZTA, when undertaking network planning, and when working with developers and councils. The toolbox includes a range of model planning policies and design standards that NZTA will seek, as well as criteria for more context-sensitive planning.</p> <p>http://www.nzta.govt.nz/resources/environment-policy-manual/index</p>
SM030 State Highway Professional Services Contract Proforma Manual	<p>A manual for use by NZTA when preparing tender documents for professional services contracts. It contains all NZTA's proforma professional services contract tender documents in a standard format.</p> <p>http://www.nzta.govt.nz/resources/state-highway-professional-services-contract-proforma-manual/index</p>
SM031 Construction Contract Proforma Manual	<p>A manual for use by consultants when preparing tender documents for traditional, design and construct, lump sum, alliancing and minor works and physical works construction contracts.</p> <p>http://www.nzta.govt.nz/resources/state-highway-construction-contract-proforma-manual/index</p>
SM032 State Highway Maintenance Contract Proforma Manual	<p>A manual for use by consultants when preparing tender documents for maintenance contracts. It contains all of NZTA's physical works maintenance tender documents in a standard format.</p> <p>http://www.nzta.govt.nz/resources/state-highway-maintenance-contract-proforma-manual/index</p>
Scoping Report	<p>A scoping report is delivered as part of the requirements of NZTA's <i>SM030 State Highway Professional Services Contract Proforma Manual</i>. It is a planning document designed to identify, investigate and report on all potential options and alternatives for delivering a State highway project. For example, identifying the appropriate route, size and scale of the State highway.</p>
Scheme Assessment Report	<p>The Scheme Assessment Report is delivered as part of the requirements of NZTA's <i>SM030 State Highway Professional Services Contract Proforma Manual</i>. The purpose of this report is to investigate all potential options and alternatives identified in the early stages of the project development cycle and recommend a preferred option for the project. The preferred option is then advanced to the Design and Project Development phase, which is where necessary statutory approvals are obtained.</p>
Vegetation Control	<p>The NOC specification sets out the requirements for vegetation control for the lengths of road and other areas scheduled in the specific contract requirements. This is included in the maintenance contract proforma that is part of the <i>State Highway Maintenance Contract Proforma Manual</i>.</p> <p>http://www.nzta.govt.nz/resources/state-highway-maintenance-contract-proforma-manual/index</p>

Term	Definition
Landscape Guidelines	<p>The <i>Landscape Guidelines 1st edition (Guidelines)</i> set NZTA’s expectations for highway landscaping, and provide information on how to achieve these expectations through landscape (vegetation and earthworks) protection and enhancement of new and existing sections of the State highway network. The <i>Guidelines</i> aim to ensure all highway landscaping activities achieve NZTA’s statutory responsibilities, strategic objectives and expectations for State highway landscaping.</p> <p>http://www.nzta.govt.nz/resources/guidelines-highway-landscaping/index</p>
Native low growth vegetation	<p>These are native species, which grow to a low ultimate height and require minimal ongoing maintenance. They are defined in NZTA’s low growth vegetation guideline housed in the <i>Guidelines for Highway Landscaping</i>.</p>
Manual of Traffic Signs and Markings (MOTSAM) & Traffic Control Devices Manual (TCDM)	<p>MOTSAM contains the policy and location requirements for traffic signs, which must be used in conjunction with Part II: Markings. Its use is mandatory on State highways and recommended on other road controlling authority roads, to ensure consistent traffic signing nationally. MOTSAM is progressively being replaced by the TCDM.</p> <p>Details are given for approved sign legends, approved sign symbols and sign layouts generally. Guidance is also given on sign size selection and the location / positioning of signs.</p> <p>http://www.nzta.govt.nz/resources/motsam/index http://www.nzta.govt.nz/resources/traffic-control-devices-manual/index.html</p>
SP/M/026 Variable Message Signs	<p>The purpose of this document is provide a guide, and in most instances a foundation set of specifications for the design and procurement of electronic VMS signage including site selection parameters, for motorway, urban and rural situations on the State highway network and local roads where NZTA has a responsibility to provide driver information.</p> <p>The specifications for VMS and other signage found in this document including references to communications and external standards are to be regarded as mandatory when any part of this document is referenced as part of any related procurement process.</p> <p>http://www.nzta.govt.nz/technical/manuals.jsp</p>
New Zealand Transport Agency Bylaw Regulating Signs on State Highways	<p>The New Zealand Transport Agency (Signs on State Highways) Bylaw 2010, made under section 61(3) of the Government Rounding Powers Act 1989, regulates signs on State highway reserve.</p>
SM012 State Highway Control Manual	<p>This is a guideline, which contains a mix of NZTA's functions, policies and procedures. It is a living document, subject to amendment as situations change and best practices are refined.</p>

Appendix G14: Legal Descriptions for Gazette Notices

G14.1 In this Section

This section contains the criteria to be followed when writing legal descriptions for the declaration or revocation of State highway and limited access road and the promulgation of bylaw restrictions.

G14.2 Criteria for Legal Descriptions

The criteria below are to be followed when writing legal descriptions for State highway, limited access road or bylaws to be promulgated in the *New Zealand Gazette*.

At A (in B District etc. if obscure) *commencing at/to:*

In order of preference:

1. **A road:** *the intersection with D Road or at a point 123 metres generally (direction) of D Road (Route Position [start] to Route Position [end]); a distance of (X metres or X .YY kilometres -to 2 decimal places); or*
2. **A bridge or (large) culvert:** *the (northern etc.) abutment of E Bridge or F Culvert or at a point 456 metres generally (direction) from the northern abutment of E Bridge or F Culvert (Route Position [start] to Route Position [end]); a distance of (X metres or X .YY kilometres -to 2 decimal places)*
3. **A property boundary (to be used when there is no other possibility):** *at the (direction) boundary of Lot 7 DP 89, CT G/10.*

The direction of the restriction and distance **must** be included.

The route positions follow the description and **must** be those of the start and end points, not the feature from which the description is referenced.

The following are examples of suitable descriptions:

State Highway No 60 to include the section of newly constructed road in Tasman District, commencing at a point 150 metres east of its intersection with Maiseys Road and proceeding in a generally westerly, then a generally northerly direction to a point 205 metres south of its intersection with Bronte Road East (Route Position 0/9.63 to Route Position 1/11.80); a distance of 2.02 kilometres.

State Highway No 16 to include that section of road between Helensville and Wellsford, commencing at the eastern abutment of the Kaipara River Bridge, Helensville and extending in a generally northerly direction along Mill Road, Commercial Rod, Garfield Road, Bridge Street, Railway Street, the Kaipara Coast Highway and Port Albert Road to the intersection with State Highway No 1 at Wellsford (existing Reference Station 47 to new Reference Station 107); a distance of approximately 58.20 kilometres.

The section of State Highway No 6 in Westland District from a point 950 metres in a generally north-easterly direction from the intersection of Richards Drive to a point approximately 150 metres in a generally southerly direction from the intersection with Richards Drive; (Route Position 463/5.25 to Route Position 463/6.35); a distance of 1.10 kilometres.

G14.3 Example Gazette Notice Regarding Revocation

Revoking a section of state highway and declaring a section of state highway—State Highway 36, Tauranga

Pursuant to section 103 of the Land Transport Management Act 2003, Waka Kotahi, with the consent of the Secretary for Transport, gives notice that, with effect from 1 June 2011:

- a) Part of State Highway 36, described in the First Schedule, is revoked;
- b) the section of new road, described in the Second Schedule, is declared to be State Highway 36.

First Schedule

Part of State Highway 36, commencing at RP 0/0 at the intersection of State Highway 29 and Pyes Pa Road extending in a generally southerly direction to RP 2/1.93 (on Pyes Pa Road). The length of road to be revoked is 3.93 kilometres.

Second Schedule

Part of State Highway 36 in Tauranga, commencing at RP 0/0 at the intersection of State Highway 29 and Takitimu Drive and extending in a generally south easterly direction along the recently constructed Pyes Pa Bypass road and ends at RP 0/4.50 (about 160m south of the recently constructed intersection with Pyes Pa Road); a total distance of 4.50 kilometres.

Appendix G15: Checklist of Issues to Consider When Highways are Declared or Revoked

Issue	Detail	Notes
Handover		
Maintenance	Condition at handover, current maintenance funding and commitments (negotiation with local authorities and NZTA) and deficiencies in Level of Service, costs and timeframes to bring them up to an acceptable standard.	Guideline is routine maintenance work completed to normal standard, otherwise all other assets to be accepted in current condition.
Signposting	Destination signs and SH route markers (new and revised signs).	LRMS project implementation needs to be remembered.
Delineation/Speed advisory signs	To current policy/standards	
Limited Access Roads	Advice to TLAs on which roads are LAR and conditions	TLA to determine future of LAR on revoked highways
Implementation Funding	For all costs on activities in this schedule	Provisional funding to be made in the budget for physical works. Funding to be confirmed later.
Bylaws	Copies of all Bylaws to be obtained	NZTA to ascertain any bylaws and advise the TLA
Inventory Matters		
RAMM Data	Refer to Road Asset Information Specialist for details of process to be followed.	System Managers or the Alliance Manager (WTA) System Managers or Alliance Manager (WTA) to seek information from TLAs where available.
Highway Info and Route Data Sheets	As above.	As above.
Reference Stations	As above.	As above.
Overweight Permit Data/Bridge Structural Inventory	Bridge structural data to be compiled and provided to System Administrator	
Aerial Photography	To be included in overall programme of flying.	Programme managed by Senior Manager Maintenance and Operations

Issue	Detail	Notes
Bridge Descriptive Inventory	Regional Bridge Champions to action with Regional Bridge Consultants	Reminder needed to System Managers to gather the data.
Commercial Road Maps	NO to advise major map companies	No fixed deadline for this.
RMA Issues		
Designation on District Plans		Planners to advise on optimum timeframe.
Internal Documentation		
State Highway Network Maps	Senior Manager Maintenance and Operations and Lead Advisor Asset Quality to agree, followed by liaison with suppliers.	
Gazette Notices	Detailed descriptions of terminals and associated RPs required 4 weeks prior to Board meeting.	Will need to work up details (with help from System Managers or Alliance Manager (WTA)).
Speed Limits	Secure information from TLAs for inclusion in SH Speed Limit register	System Managers or Alliance Manager (WTA) to compile to allow gazettal within 1 month of assuming responsibility for highway
Valuation Data	Discuss implications with Lead Advisor Asset Quality.	Include in instructions for next valuation. Must include assets like rest areas, retaining walls and other structures
Select new SH numbers	SMMO to review with Lead Advisor Asset Mgmt to fit current numbers and previously understood 'rules'.	Utilising current numbers to 99, with occasional use of alphas.

Appendix G16: Example Letter to Secretary of Transport Recommending Revocation

[date]

Mr/Ms xxx
Chief Legal Advisor
Ministry of Transport
PO Box 3175
WELLINGTON

Dear xx,

Revocation of a section of State Highway 23 at Raglan, Waikato District Council

Growth in Raglan is encompassing the existing State Highway (SH) 23, which currently finishes at what once was the edge of the township. This growth includes the Lorenzen Bay Structure Plan development that is under way and which will result in the migration of the urban fringe further along SH23. There are safety issues regarding speed and crash risk, access onto SH23 and future proofing complexities for the growth of the town. Some of these issues have featured in service requests received by Waikato District Council and submissions from residents at the recent Speed Bylaw Hearing.

This revocation was initiated by Waikato District Council through their letter received on 17 July 2019 and formalised through a subsequent letter received on the 14 July 2020 following joint site inspections and exchange of forward works programmes and RAMM asset data. The revocation was also supported by Council staff at the Infrastructure Committee meeting on the 13 February 2019.

Waikato District Council also considers it desirable to revoke an additional 400m of SH23 in the future, following the replacement, by Waka Kotahi, of the culvert located at RS/RP 32/10.541, which is coming to the end of its working life. The process to replace it is already underway.

Waikato District Council have stated that no further actions need to be completed and that the section of SH23 can be revoked and transferred to Waikato District Council in its current condition. The revocation can take effect immediately.

I would be grateful if you could consider these changes and advise whether the Secretary consents to them being notified by way of Public Notice in the New Zealand Gazette.

Please find attached the following documents to facilitate the above request:

- 1) Layout drawing showing location and the section of State highway to be revoked;
- 2) Letters from Waikato District Council requesting the revocation;
- 3) A letter of support from Ngaati Maahanga;
- 4) A message of support from Waikato Tainui; and

5) A draft Gazette notice for your consideration.

Pursuant to Section 103(6) of the Land Transport Management Act 2003, both the iwi and the hapū have been consulted. The Ngaa Uri o Maahanga Trust (Ngaati Maahanga), being Mana Whenua for the Raglan area, have provided a letter of support for the change. Waikato Tainui, as iwi, has been consulted and have indicated support for the hapu decision. I consider this meets the requirements of the Act to consult Māori.

Pursuant to Section 103(8) of the Land Transport Management Act 2003, I can confirm that this action is at the behest of Waikato District Council and I consider this meets the requirements of the Act.

There is no Kāinga Ora-Homes and Communities development project area adjacent to the revocation and therefore there is no requirement to consult.

I confirm that I have the delegation from the Waka Kotahi Board to make this request on behalf of Waka Kotahi.

If you require any further information please contact xx in the Waka Kotahi Hamilton Office ph. xx.

Yours sincerely

Nicole Rosie
Chief Executive

Appendix G17: Cost Sharing Contract

1 December 2008

Parties

NEW ZEALAND TRANSPORT AGENCY
("NZTA")

and

[LOCAL AUTHORITY]
(*the Principal*)

COST SHARING CONTRACT



COST SHARING CONTRACT

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PARTIES

- (1) NEW ZEALAND TRANSPORT AGENCY (NZTA)
- (2) [LOCAL AUTHORITY] (*the Principal*)

1.0 INTERPRETATION**1.1 Application**

This Section shall apply to the Contract Documents unless inconsistent with the context.

1.2 Definitions

Contract Agreement means the written agreement for the fulfilment of the contract signed by the Principal and NZTA.

Contract Documents means the Contract Agreement in the First Schedule and the documents referred to in and forming part of the Contract Agreement.

Contract Price means the sum named in the Contract Documents for the completion of the Contract Works subject to such adjustments as are provided for in the Contract Documents.

Contract Works means the works including Temporary Works to be executed in accordance with the contract.

Cost includes expense or loss and overhead cost whether on or off the Site.

Daywork means work to which 8.4 applies.

Days when used to express a period of time means Working Days.

Drawings means the drawings included in the Contract Documents together with any modification of such drawings.

Due Date for Completion has the meaning assigned to it in the First Schedule.

Materials means any raw or manufactured material, goods or things (other than Plant) required for use in the Contract Works.

Month means a calendar month.

Plant means all appliances, temporary buildings and equipment of whatsoever nature required for the construction, completion or maintenance of the Contract Works but not intended to be incorporated in the Contract Works.

Prime Cost Sum has the meaning assigned to it in 5.6.

Principal means [] and includes its successors.

Schedule means the third schedule included in the Contract Documents which shows the prices payable for sections or items of the Contract Works and the proportion of such prices payable by the Principal and may also include quantities, rates, Prime Cost Sums and contingency sums.

Site means the land and other places on or over or under which the Contract Works are to be carried out together with any other places made available to NZTA by the Principal conditionally or unconditionally for the purposes of the Contract.

Special Conditions means the First Schedule and such other documents as are included in the Contract Documents which add to or delete from or modify these General Conditions.

Specifications means documents included in the Contract Documents containing descriptions of Materials and workmanship and other details of the Contract Works together with any additions to or modifications of such documents approved in writing by NZTA and the Principal for the purpose of the Contract.

Subcontractor means any person who contracts with NZTA to carry out or supply part of the Contract Works on behalf of NZTA and includes a nominated subcontractor under 3.4.

Temporary Works means works of any kind, not being part of the Contract Works to be taken over by the Principal, but which are required for the execution of the Contract Works.

Variation means a variation to the Contract Works pursuant to clause 4 and any other matter which is stated to be a Variation by the General Conditions or by the Special Conditions.

Week means a period of seven consecutive calendar days.

Working Day means a calendar day other than any Saturday, Sunday, public holiday or any day falling within the period from 24 December to 5 January both inclusive.

1.3 General

- 1.3.1 Where the context so requires, words importing the singular shall include the plural and *vice versa*, and words importing the masculine shall include the feminine and the neuter.
- 1.3.2 Cross-references to other clauses or clause sub-divisions within these General Conditions quote the number only.
- 1.3.3 The headings to clauses are for convenience only and shall not affect their interpretation.

1.4 Law, Currency and Language

- 1.4.1 The contract shall be governed by and construed with reference to the law for the time being in force in New Zealand.
- 1.4.2 All prices and payments made under the contract shall be in New Zealand currency and payable in New Zealand.
- 1.4.3 All communications between the Principal and NZTA shall be in the English language.

1.5 Computation of Time

- 1.5.1 Where any period of time from a given day, act or event is prescribed or allowed for any purpose, the time shall, unless a contrary intention appears, be reckoned as exclusive of that day or the day of that act or event.

2.0 THE CONTRACT

2.1 Type of Contract

- 2.1.1 The contract shall be a cost share contract in the proportions set out in the Schedule of Prices.

2.2 Evidence of Contract

- 2.2.1 Unless and until the Contract Agreement is executed by the parties, the offer and its acceptance between NZTA and the Principal shall, together with the other documents intended to form part of the contract, constitute the contract between them.

2.3 Use of Documents

- 2.3.1 NZTA shall maintain on Site at least one copy of the Drawings and Specifications marked to show where superseded or modified together with at least one copy of all amended Drawings, supplementary Drawings, information or directions as may be issued by the Engineer from time to time during the Contract.
- 2.3.2 The Contract Documents shall be taken as mutually explanatory and if there are ambiguities or omissions these shall not invalidate the contract.

3.0 CONTRACTOR'S OBLIGATIONS

3.1 General Responsibilities

- 3.1.1 NZTA shall complete, hand over to the Principal and maintain the Contract Works and arrange to provide all services, labour, Materials, Plant, Temporary works, transport and everything whether of a temporary or permanent nature required so far as the necessity for the same is specified in or to be inferred from the Contract Documents.

3.2 Contractor's Representative

- 3.2.1 NZTA shall arrange to provide all necessary supervision during the contract. It shall have on the Site at all working times a competent representative. All work shall be carried out under the supervision of NZTA's representative.

3.3 Possession of the Site

- 3.3.1 Where necessary, the Principal shall give NZTA possession of the Site on the date as is provided in the First Schedule.

- 3.3.2 Should the Principal not give possession of the Site or any portion of the Site, in accordance with the First Schedule, for any reason other than default of NZTA in carrying out his obligations under the contract, NZTA may suspend the commencement of work on the Site or on that portion of the Site by notice in writing.
- 3.3.3 The Principal shall obtain authority for NZTA to have the reasonable right of entry upon and do any act upon any adjoining property as may be necessary for the commencement or prosecution of the Contract Works. Such access may be limited by the Special Conditions. Any Costs involved in obtaining such right shall be borne by the Principal. NZTA shall respect the rights of the adjoining property owners and shall make good at its own expense with the least possible delay any damage arising out of its operations. NZTA shall procure for itself at its own Cost the use of or inappropriate rights in respect of any other property which it may choose to use for carrying out the Contract Works.
- 3.4 Separate Contractors**
- 3.4.1 NZTA may arrange for work on the Site to be carried out under separate contract by parties other than NZTA and concurrently with the carrying out of the Contract Works. Such parties shall be engaged directly by NZTA and are referred to as "subcontractors".
- 3.5 Care of the Works**
- 3.5.1 NZTA shall be responsible for the care of the Contract Works and all Plant from the time it obtains possession of the Site until the time of completion.
- 3.5.2 NZTA shall be responsible for the care of all Materials which are in its care or possession awaiting incorporation in the Contract Works.
- 3.5.3 NZTA shall be responsible for and shall indemnify the Principal against loss or damage to the Contract Works occurring after completion arising out of the execution of NZTA's outstanding obligations under the contract.
- 3.5.4 Except where loss or damage has the effect of terminating the contract by frustration, should any loss or damage occur to the Contract Works or Materials while NZTA is responsible for their care, NZTA shall repair the loss or damage to the extent needed for completion, handing over and maintenance of the Contract Works. Such repair of damage shall be carried out without additional payment by the Principal unless caused by an excepted risk defined in 3.5.5, in which event the repair (to the extent its necessity arises from an excepted risk) shall be a Variation.
- 3.5.5 The excepted risks are:
- (a) riot (insofar as it is uninsurable), civil commotion or disorder (unless solely restricted to employees of NZTA or his Subcontractors and arising from NZTA's conduct of the Contract Works), war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;

- (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any nuclear explosive, nuclear assembly or nuclear component thereof;
- (c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- (d) the use, occupation or taking over of any portion of the Contract Works including but not limited to any portion in respect of which a certificate of Practical Completion has been issued;
- (e) the design of the Contract Works other than by NZTA or by a person acting on his behalf;
- (f) any such operation of the forces of nature as an experienced contractor could not foresee or reasonably make provision for or insure against;
- (g) any risks specifically excepted in the Special Conditions;
- (h) any act or omission of the Principal or of any other person for whose acts or omissions the Principal is as between himself and NZTA responsible.

3.6 Protection of Persons and Property

- 3.6.1 So far as the Site and the Contract Works are under NZTA's control, NZTA shall take all reasonable steps to keep them in an orderly state and in such a condition as to avoid danger to persons and property.
- 3.6.2 NZTA shall provide, erect, maintain and when no longer required, remove all barricades, fencing, temporary roadways and footpaths, signs and lighting necessary for the effective protection of property, for traffic and for the safety of others.
- 3.6.3 NZTA shall indemnify the Principal against any liability or Cost resulting from extraordinary or excessive traffic on any highway, road or bridge arising from the execution of the Contract Works.
- 3.6.4 NZTA shall take all reasonable steps to avoid nuisance and prevent damage to property.

3.7 Setting Out

- 3.7.1 NZTA shall be responsible for the setting out of the Contract Works in accordance with the Contract Documents.
- 3.7.2 NZTA shall preserve and maintain in their true position all survey marks other than marks which are required to be covered or removed by the Contract Works. Should any survey mark be disturbed or obliterated NZTA shall arrange its replacement at his own Cost.
- 3.7.3 If at any time prior to completion of the contract works any error shall appear in the position, levels or dimensions of any part of the Contract Works set out by NZTA, NZTA shall rectify the error. The Cost of rectification shall be borne by NZTA except and to the extent that any error arises out of incorrect information supplied by the Principal, and which was not known by NZTA to be incorrect at the time of tender.

3.8 Materials, Labour and Plant

- 3.8.1 NZTA shall, except where otherwise specified in the Contract Documents, supply at its own Cost everything necessary for the completion of the Contract Works and the performance of its obligations under the contract including minor items not expressly mentioned in the Contract Documents and of a type not normally detailed but necessary for completion and performance of the Contract Works.
- 3.8.2 All materials and workmanship shall conform to the provisions of the Contract Documents, with work being carried out in a tradesperson-like manner. Unless otherwise specified, all Materials used other than in Temporary Works shall be new.

3.9 Programme

- 3.9.1 NZTA shall prepare a construction programme and submit it to the Principal within the nominated time. The programme shall show the proposed order of work and the dates for commencement and completion of the various stages of the Contract Works.
- 3.9.2 The supply of Materials, services and work to be supplied by the Principal shall be phased to comply with NZTA's programme or as otherwise reasonably requested by NZTA.
- 3.9.3 If it becomes evident to NZTA that completion of the Contract Works is likely to be delayed, it shall notify the Principal as soon as practicable.
- 3.9.4 From time to time, the Principal may require NZTA to amend its programme to take account of the actual progress of the Contract Works.
- 3.9.5 Work requiring inspection by the Principal other than emergency work shall be carried out on Working Days and within normal working hours unless NZTA has given reasonable prior notice to the Principal.

3.10 Compliance with Laws

- 3.10.1 In carrying out the contract the Principal and NZTA shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Contract Works.
- 3.10.2 Unless the Contract Documents require otherwise, the Principal shall obtain all licences and approvals of public authorities which may be required for the use of the Contract Works when constructed. NZTA shall give all notices and obtain all other necessary permits and approvals as may be required for the construction of the Contract Works and shall pay all proper charges for such permits and approvals. The Principal shall arrange for NZTA to be supplied with copies of any necessary documents and other information in order to comply with this clause.
- 3.10.3 If the issue of any permit or approval is delayed without fault of NZTA and NZTA thereby suffers delay in the completion of the Contract Works or incurs additional Cost, the effect of the delay in the issue of the permit or approval shall be a Variation.

- 3.10.4 From time to time at the request of the Principal and in any case before the completion of the Contract Works NZTA shall deliver to the Principal all documents necessary to prove the issue of notices, permits and approvals for which NZTA is responsible under this clause.

4.0 VARIATIONS

4.1 Variations Permitted

- 4.1.1 The Principal and NZTA may agree to any Variations to the Contract Works.
- 4.1.2 The Principal and the Contract may agree to direct or change the order in which the work is to be carried out. Any such agreement shall be a Variation.
- 4.1.3 NZTA shall carry out and comply with any Variation agreed to under this clause.
- 4.1.4 The value of Variations shall be added to or deducted from the Contract Price.

5.0 PAYMENTS

5.1 Contractor's Claims

- 5.1.1 NZTA shall submit to the Principal invoices for payment under the contract. Unless otherwise provided in the Contract Documents such invoices shall be submitted in respect of work carried out during periods of not less than one Month.
- 5.1.2 NZTA's invoices shall show:
- (a) the estimated extent and value of the Contract Works, excluding Variations, which have been carried out
 - (b) the estimated extent and value of all work done or other Cost which is claimed in respect of Variations
 - (c) the estimated extent and value of Materials delivered to the Site which are intended to be incorporated in the Contract Works but have not yet been so incorporated
 - (d) any advances for Temporary Works or Plant or for Materials not yet on Site for which payment is provided in the Contract Documents
 - (e) the estimated value of Cost fluctuations
 - (f) the proportion of each of the above items to be met by the Principal in accordance with the Schedule of Prices.
- 5.1.3 Within 8 Working Days after the receipt of NZTA's invoice the Principal shall pay to NZTA the sum invoiced less any deductions which are required by the terms of the contract or by law.

5.2 Final Invoice

- 5.2.1 Not later than two Months after the completion of the Contract Works NZTA shall submit to the Principal a final invoice of all NZTA's claims in relation to the contract. The final invoice shall state the amount or amounts claimed by NZTA in respect of all outstanding invoices and shall show next to each amount what proportion of the amount is due from the Principal. This account shall be endorsed "final invoice" and signed by NZTA.
- 5.2.2 Submission of the final invoice by NZTA shall be conclusive evidence that NZTA has no outstanding claim against the Principal except as contained therein, and except for any item which has been referred to arbitration under clause 6. The Principal shall not be liable to NZTA for any matter in connection with the contract unless contained within the final invoice but this shall not preclude the later correction of any clerical or accounting error.

5.3 Interest

- 5.3.1 The Principal shall pay NZTA interest on all monies certified as payable and remaining unpaid after the expiry of the time provided for payment in the invoice or if no time is provided for payment then after 8 working days.
- 5.3.2 The rate of interest shall be equal to one and a quarter times the average interest rate as certified by a chartered accountant or trading bank manager, which is currently payable or which would be payable by NZTA for overdraft facilities [or 11% per annum accruing daily].
- 5.3.3 The right to interest shall be additional to any other remedy to which NZTA may be entitled at law.

5.4 Cost Fluctuations

- 5.4.1 If after the date of this Agreement the making of any statute, regulation or bylaw, or the imposition by Government or by a local authority of any royalty, fee or toll increases or decreases the Cost to NZTA of performing the contract, such increase or decrease not being otherwise provided for in the contract, the effect shall be treated as a Variation.
- 5.4.2 A cost fluctuation adjustment shall be paid in accordance with the provisions of Appendix A unless otherwise provided in the Special Conditions.
- 5.4.3 Claims for Cost fluctuation adjustments in accordance with this clause may be submitted by NZTA to the Principal each month in writing and a detailed summary of all such claims shall be submitted with the final invoice.

5.5 Prime Cost Sums

- 5.5.1 Prime Cost Sums may be provided for Materials to be supplied by NZTA or by a Nominated Subcontractor for incorporation into the Contract Works. Such sums shall be expended only on agreement between the Principal and NZTA.
- 5.5.2 NZTA shall obtain quotations and samples for the Materials covered by the Prime Cost Sums and submit them to the Principal for its approval.

- 5.5.3 The amount payable to NZTA in respect of a Prime Cost Sum shall be varied by the substitution for the Prime Cost Sum of the following:
- (a) the net purchase price payable by NZTA (without deduction of any cash discount for early payment), together with
 - (b) a reasonable allowance for NZTA's expense and profit on the Materials to which the Prime Cost Sum relates.
- 5.5.4 The proportion of the Prime Cost Sum payable by the Principal to NZTA shall be that proportion provided in the Schedule of Prices or if no proportion is provided then such proportion shall be agreed between the Principal and NZTA in writing.

5.6 Contingency Sums

- 5.6.1 Contingency sums may be provided for any work which may be executed by NZTA, but the expenditure on which is unknown at the time of entering into this Agreement. Such sums shall be expended only after written agreement between the Principal and NZTA. The proportion of the Contingency sum payable to NZTA by the Principal shall be that proportion provided in the Schedule of Prices or if no proportion is provided then such proportion shall be agreed between the Principal and NZTA in writing.
- 5.6.2 All work carried out under a contingency sum shall be a Variation.

6.0 DISPUTES

6.1 General

- 6.1.1 No decision, valuation or invoice of NZTA shall be questioned or challenged more than three Months after it has been given to the Principal unless notice has been given to NZTA within that time.
- 6.1.2 Every dispute or difference concerning the contract shall be dealt with under the following provisions of this Section.

6.2 Conciliation and Arbitration

- 6.2.1 If the Principal and NZTA cannot reach agreement on any matter, then either the Principal or NZTA may by notice require that the matter in dispute be referred to arbitration.
- 6.2.2 A notice requiring arbitration shall be in writing and shall be given by the Principal or NZTA to the other of them within one Month after negotiations between the parties have broken down.

6.2.3 The notice requiring arbitration may include a request for conciliation. If such a request is made and is acceded to by the other party then the Principal and NZTA shall endeavour to agree on a conciliator and shall submit the matter in dispute to him to her. The conciliator shall discuss the matter with the parties and endeavour to resolve it by their agreement. All discussions in conciliation shall be without prejudice, and shall not be referred to in any later proceedings. Failing agreement the conciliator may by written decision himself or herself determine the matter. The conciliator's determination shall be binding on both parties unless within ten Working Days either party notifies the other in writing that it rejects the conciliator's determination. The Principal and NZTA shall bear their own costs in the conciliation, and shall each pay half the costs of the conciliator.

6.2.4 If:

- (a) conciliation has not been requested, or if requested has not been agreed upon within ten Working Days of the request; or
- (b) the parties have agreed upon conciliation but have been unable within ten Working Days of such agreement to agree upon a conciliator; or
- (c) no agreement has been reached in conciliation and no determination has been issued by the conciliator within two Months of the request for conciliation, or within such further time as the parties may agree; or
- (d) either party has within the prescribed time rejected the conciliator's determination then the matter in dispute shall be referred to arbitration.

6.2.5 The dispute shall be referred to a sole arbitrator if the Principal and NZTA agree upon one, and if not then to two arbitrators, one appointed by each party, and their umpire. References in this Section to "the arbitrator" shall include two arbitrators and their umpire.

6.2.6 The arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, direction, or valuation.

6.2.7 Where the matter has been referred to conciliation the conciliator shall not be called by either party as a witness, and no reference shall be made to the determination, if any, issued by the conciliator in respect of the matter in dispute.

6.2.8 The award in the arbitration shall be final and binding on the parties.

6.3 Suspension During Dispute

6.3.1 No dispute proceeding shall entitle NZTA to suspend the execution of the Contract Works, except with the agreement the Principal in writing.

6.3.2 No payment due or payable shall be withheld on account of disputes proceedings other than payment of so much of the item as is in dispute.

6.4 Award of Interest

6.4.1 The arbitrator may award interest upon any amount due and payable under his or her award from the Principal to NZTA or vice versa at such rate and for such period as he or she considers just, down to the date of the award.

7.0 FRUSTRATION AND DEFAULT

7.1 Frustration

7.1.1 In the event that either the Principal or NZTA considers that the contract has become impossible of performance or has been otherwise frustrated, it may notify the other that it considers the contract to be terminated. If the other party agrees, or in the event of disagreement if it is so determined under clause 6 by conciliation or arbitration, then 7.1.2 shall apply.

7.1.2 The Principal shall pay NZTA:

- (a) the agreed proportion of the value of the work carried out at the date of termination less the amounts previously paid;
- (b) the agreed proportion of the Cost of Materials ordered for the Contract Works which have been delivered to NZTA or of which NZTA is legally obliged to accept delivery, and which NZTA delivers to the Principal. These Materials shall become the property of the Principal upon delivery to it;
- (c) the agreed proportion of cost fluctuation adjustments due and payable up to the date of termination;
- (d) fair compensation to NZTA for any Cost which is included in the First Schedule to the extent that the termination of the contract causes an under-recovery of that Cost;
- (e) the agreed proportion of any Cost reasonably incurred by NZTA in the expectation of completing the Contract Works in so far as such Cost is not covered by other payments under this clause;
- (f) the Cost of any works necessitated by the removal of Contractor's plant and the carrying out of the Engineer's instructions for the making safe of the Contract Works;
- (g) any other Costs resulting from the termination as are reasonable to compensate NZTA for disruption and are not otherwise provided in the Contract Documents.

8.0 SERVICE OF NOTICES

8.1 General

8.1.1 The Principal or Contractor may require that any notice, instruction or other communication under the contract be given in writing.

8.1.2 Any document which is to be served upon the Principal or NZTA under the contract shall be sufficiently served if it is handed to an employee or to its appointed representative, or delivered to its address as stated in the Contract Documents or as subsequently advised in writing.

8.1.3 Proof that a document has been sent by prepaid post in a correctly addressed envelope shall be *prima facie* evidence of delivery in the ordinary course of post.

FIRST SCHEDULE - SPECIAL CONDITIONS OF CONTRACT

Contract for: _____

1. The Principal is: _____
of (street address: _____)
2. NZTA shall be given possession of the Site on:

3. NZTA shall complete the Contract Works by _____.
4. The amount of the insurance to be effected in respect of the Contract Works shall be not less than the total of the Contract Price and the following:
 - (a) for the Cost of demolition, disposal and preparation for replacement work, the sum of \$_____ (or _____% of the Contract Price)
 - (b) for professional fees including the cost of clerks of works and inspectors, the sum of \$_____ (or _____% of the Contract Price)
 - (c) for the value of items incorporated, or to be incorporated, in the Contract works, the cost of which is not included in the Contract Price, the sum of \$_____
 - (d) for increased construction Costs during the construction period _____% of the Contract Price
 - (e) for increased construction Costs due to delay during the reinstatement period _____% of the Contract Price.
5. (a) NZTA shall insure as provided in _____
6. Cost fluctuation adjustments
 - (a) shall be paid in accordance with Appendix A
 - (b) shall be paid in accordance with _____
 - (c) shall not be paid
(delete as appropriate)
7. Prime Cost Sums included in the contract are:
 - (a) _____ \$_____
 - (b) _____ \$_____
 - (c) _____ \$_____
 - (d) _____ \$_____

8. The contingency sum to be included in the contract is: _____
\$ _____
9. For the purpose of service of notices, the postal address of
(a) the Principal is _____

SECOND SCHEDULE - CONTRACT AGREEMENT

FOR _____

THIS AGREEMENT is made on _____ 19____

BETWEEN NEW ZEALAND TRANSPORT AGENCY (NZTA)

AND _____

of _____ (*the Principal*)

IT IS AGREED as follows:

1. NZTA shall construct, complete, deliver and maintain the works and things described in the Contract Documents.
2. THE Principal shall pay NZTA the proportion of each cost as set out in the attached Schedule of Prices.
3. EACH party shall carry out and fulfil all other obligations imposed on that party by the Contract Documents.
4. THE Contract Documents are this Contract Agreement and the following which form part of this agreement:
 - (a) the General Conditions of Contract, NZS 3910:1987
 - (b) the Special Conditions of Contract
 - (c) the Specification
 - (d) the Drawings
 - (e) the Third Schedule "Schedule of Prices" (*delete if applicable*)
 - (f) *identify any additional documents to be included (for example agreed correspondence)*

THIRD SCHEDULE — SCHEDULE OF PRICES

Item	Value	Principals Proportion
1.		
2.		
3.		
4.		

WITNESS to the signature
of NZTA:

NZTA

WITNESS to the signature:
of the Principal:

Principal

APPENDIX A COST FLUCTUATION ADJUSTMENT BY INDEXATION

A1

The provisions of this Appendix shall apply unless otherwise specifically provided in the Special Conditions.

A2

The amounts payable by the principal to the Contractor under the contract shall be adjusted up or down by amounts calculated in accordance with the following formula:

$$C = V \left[\frac{0.4(L - L')}{L'} + \frac{0.6(M - M')}{M'} \right]$$

Where C = Cost fluctuation adjustment for the quarter under consideration,

V = Valuation of work certified for payment as having been completed during the quarter under consideration subject to A3, but without deduction of retentions and excluding the Cost fluctuation adjustment,

L = Prevailing Weekly Wage Rates Index; — "part 1 Analysis: Private Sector: Industry 15 — Construction" published by the Department of Statistics applying for the quarter under consideration,

L' = Index as defined under L but applying for the quarter during which tenders close,

M = "Producers Price Index — Construction Inputs" published by the Department of Statistics applying for the quarter under consideration,

M' = Index as defined under M but applying for the quarter during which tenders close.

A3

For the purpose of calculating the Cost fluctuation adjustment, any Daywork, Prime Cost Sums, Variations and other payment items which are based on actual Cost or current prices and any advances shall be excluded from the Engineer's valuation.

A4

No other Cost fluctuation adjustment will be made by reason of any inaccuracy in the proportions of labour and Material Costs assumed in the above formula.

A5

The Contractor shall not be entitled to claim or have deducted any Cost fluctuation adjustment for any further changes in indices which occur after the Due Date for Completion of the contract.

A6

The indices to be used in the calculation of fluctuation shall be those first published by the Department of Statistics for the appropriate quarter.

A7

Where indices for the quarter have not yet been published, interim payments will be made on the basis of the indices for the most recent quarter for which indices are available.

A8

If at any time either of the indices referred to in A2 are no longer published by the Department of Statistics, or if the basis of either index is materially changed, the adjustment shall thereafter be calculated by using such other index, or in such other manner, as will fairly reflect the changes as previously measured by that index.

Appendix G18: Guidance and Templates to Support Utilities Work on State Highways

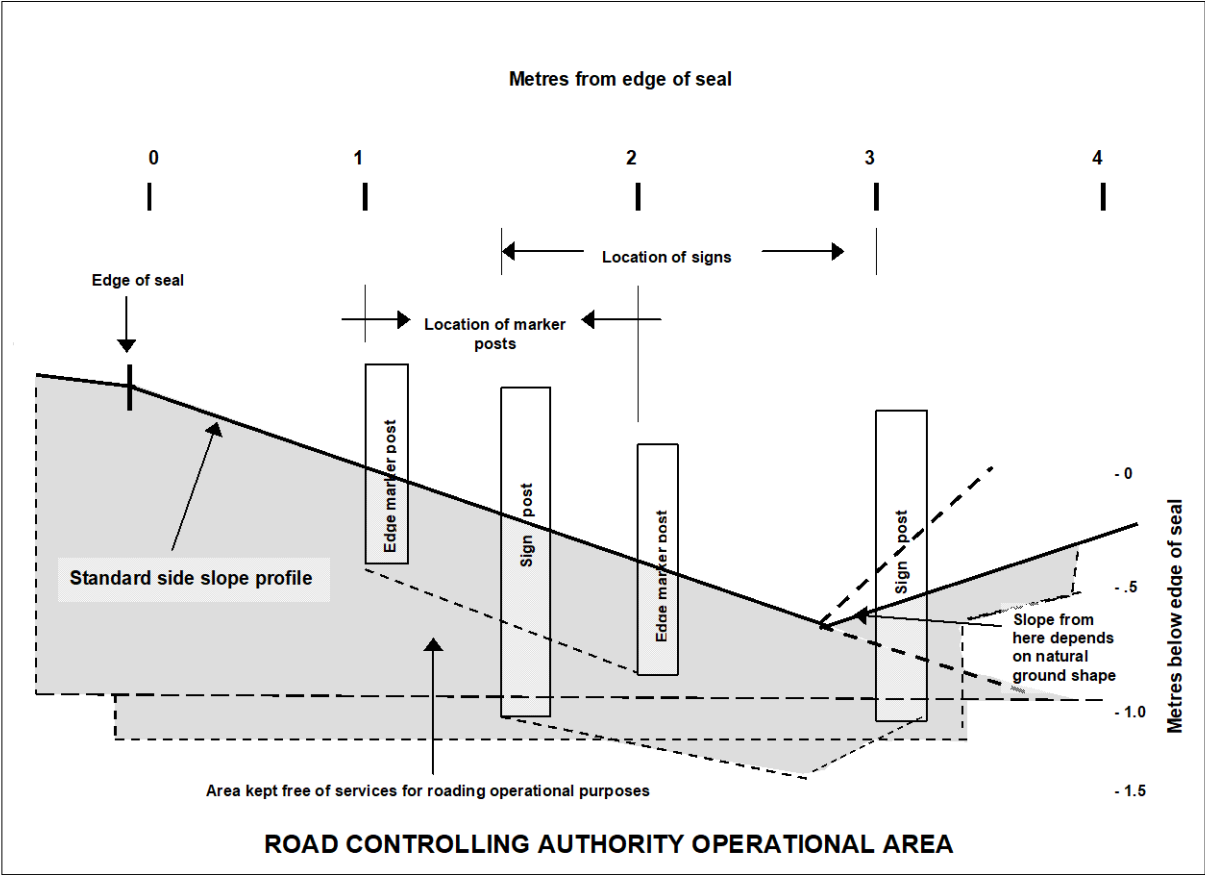
G18.1 Management of Access to State highways

The attached templates provide assistance for management of access via the following actions:

Table 1: Table of Contents

Section	Page
Road Controlling Authority Operational Area – Typical Cross Section	Page 142
Works Completion Notice	Page 143
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Works Access Permit for Roads and Motorways	Page 156

Road Controlling Authority Operational Area – Typical Cross Section



Works Completion Notice

Works Completion Notice

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

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

on: (street name)

Please find attached:

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

Type of work:

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

Contractor Details

Role in work to be undertaken:

<input type="checkbox"/>	Utility Operator	<input type="checkbox"/>	Consultant	<input type="checkbox"/>	Contractor	<input type="checkbox"/>	Other
--------------------------	------------------	--------------------------	------------	--------------------------	------------	--------------------------	-------

Company name:		Contact person:	
Postal address:			
Phone (W):		Phone (H):	
Phone (Mob):		Fax number:	

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

Date:		Signature:		Print Name:	
-------	--	------------	--	-------------	--

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

Date:		Signature:		Print Name:	
-------	--	------------	--	-------------	--

Completion of Maintenance Notice

Completion of Maintenance Notice

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

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

on: (street name)

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

Type of work: Project Major Minor Emergency

This audit was accomplished by:

<input type="checkbox"/>	A site inspection
<input type="checkbox"/>	Not inspected, but was one of a batch covered by random inspections in accordance with the Quality Plan agreed with the Corridor Manager

Audited by:

Signature:		Print Name:	
Company:		Date:	

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

Date:		Signature:		Print Name:	
-------	--	------------	--	-------------	--

Date audit undertaken by the Corridor Manager:

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

Date:		Signature:		Print Name:	
-------	--	------------	--	-------------	--

Stop Work Order

Stop Work Order

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

--

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

--

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

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

Signed by:		(Utility Operator)
Corridor Manager:		
Time:		
Date:		
Received by:		
Time:		
Date:		

Approval to Recommence Work

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

--

Signed by:	
Corridor Manager:	
Time:	

Date:	
-------	--

Standard Letter Advising Utility Works

Standard Letter Advising Utility Works

To: The Property Owner / Resident / Business

Proposed Utility Works

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

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

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

Contractor:			
Phone:	Day		Night (24 hour availability)

Non-Conformance Notice

Non-Conformance Notice

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

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

--	--

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

--	--

Signed by:	
Corridor Manager:	
Time:	
Date:	

Revocation of Non-Conformance Notice

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

Signed by:	
Corridor Manager:	
Time:	
Date:	

Notice of Dispute

Notice of Dispute

To:		(Party you wish to resolve a Dispute with)
-----	--	--

I/we		(Complainant)
------	--	---------------

hereby set out the details of a Dispute as required by Section 7.2 of the National Code of Practice (Utilities Access to Transport Corridors).

Nature of Dispute:	<i>(explain what the Dispute is about and any relevant legislation or Code clauses)</i>
--------------------	---

Desired Outcome:	<i>(write what you want to achieve)</i>
------------------	---

Suggested Approach:	<i>(explain what you think each Party should do to resolve the Dispute).</i>
---------------------	--

Representative:	<i>(name of the person who will represent the Party in negotiations and who has the authority to settle the Dispute).</i>
-----------------	---

Representative's Signature:	
Date:	

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

Preliminary Notification of Project Works in the Road

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

Preliminary notification is provided for the following Project Works:

The following plans are attached.

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

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

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

Signed		Print Name	
Phone		Email	

Corridor Access Request



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

Notifies

Corridor Manager/s	
Contact details	

of our intention to undertake the following work:

Type of work (tick):

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

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

Location in Road (tick):

Carriageway	<input type="checkbox"/>	Footpath	<input type="checkbox"/>	Berm	<input type="checkbox"/>
-------------	--------------------------	----------	--------------------------	------	--------------------------

Estimated timing	Start Date		End Date		Duration Days	
Reference No's:	Utility		Consents			

Utilities likely to be affected by the work	Name of UO	Contact person	Contact details	UO has been notified and consulted with.
---	------------	----------------	-----------------	--

Applicant's details

Role in work (tick):	<input type="checkbox"/>	Utility Operator	<input type="checkbox"/>	Consultant	<input type="checkbox"/>	Contractor	<input type="checkbox"/>	Other
----------------------	--------------------------	------------------	--------------------------	------------	--------------------------	------------	--------------------------	-------

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

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

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

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

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

Corridor Access Request for Motorways

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

Notifies

Corridor Manager	
Contact details	

of our intention to undertake the following work:

Type of work (tick):

Maintenance

Major

Minor

Emergency

Details of proposed work (tick all relevant aspects):

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

Location in Road (tick):

Carriageway

Berm

Ramp

Estimated timing	Start Date		End Date		Duration Days	
Reference No's:	Utility		Consents			
Utilities likely to be affected by the work	Name of UO	Contact person	Contact details	UO has been notified and consulted with.		

Contractor's or Agent's details

Company name		Contact person	
--------------	--	----------------	--

Postal address			
Phone (W)		Phone (Mob)	
E-mail		Fax number	

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

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

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

Signed		Date	
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Appendix G19: Agreement as to Work on Motorway



Agreement as to Work on Motorway

Parties:

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

Terms of Agreement:

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

Date:

Signed for and on behalf of the

NEW ZEALAND TRANSPORT AGENCY

(.....)
System Manager
Acting pursuant to delegated authority

in the presence of

Signature: _____
Occupation: _____
Name: _____

Signed for and behalf of

THE OWNER

Name: _____

in the presence of

Signature: _____

Occupation: _____

Name: _____

Schedule 1

Item 1: THE WORKS:

Item 2: LOCATION:

STATE HIGHWAY:

ROUTE POSITION:

Item 3: THE WORK:

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

Item 4: PLANS:

LOCALITY PLAN:

Attached.

SITE PLAN:

Drawing No. *****,

Attached.

Item 5: OWNER'S REPRESENTATIVE

Item 6: CONSTRUCTION CONTRACTOR:

Item 7: NZTA NETWORK OPERATIONS CONTRACTOR

General Conditions

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

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

reserve where such activities affect the normal operating conditions of the State highway. The Owner shall produce an approved Traffic Management Plan (TMP) in accordance with Section A6 of the above-mentioned Code of Practice prior to the works commencing.

24. The Owner shall ensure that the work is carried out under the control of a warranted Site Traffic Management Supervisor (STMS) - Practising, and there shall be sufficient other people on duty specifically to control the flow of traffic through the site in accordance with the Traffic Management Plan while having resources within the State highway road reserve.
25. The NZTA's Traffic Management Co-ordinator shall be given two clear working day's notice prior to commencing any work on the State highway. This notice, setting out the timeframes for the work to be undertaken, shall be given by facsimile to the NZTA Network Operations Contractor together with a copy of the approved TMP and confirmation must be received that the programme does not conflict with other work and permission to proceed is granted, prior to commencement of any works.
26. The works shall be carried out in a way that minimises disruption to the flow of traffic. In compliance with the Code of Practice, the works affecting traffic flows shall be undertaken outside of peak traffic flow periods as indicated by flow estimations. If the proposed programme provided does not meet this requirement, a revised programme must be submitted. If the works change in any way from those proposed in the notification, the NZTA shall be informed prior to commencement of the changed works, and be provided with a revised proposed programme.
27. All works shall be completed in one continuous operation. Works shall not to be suspended for any period of time greater than 24 hours without NZTA permission.
28. The NZTA have in place a standard restriction for any company working on or near State highways, during, and one day either side of, a public holiday, or public holiday weekend.
29. Instructions concerning the use of traffic control measures from an officer of the police traffic safety branch, or any person authorised by the System Manager, shall be complied with in addition to those stated in the Special Conditions.
30. Lane closures on the motorway carriageways shall not be permitted without the express permission of the System Manager.
31. Access to the site of works shall not be permitted from the operating carriageway of the motorway without the express permission of the System Manager.
32. The Owner and/or their contractor shall prevent visual distraction to motorway traffic. A sight screen shall be erected at exposed work sites where safety barriers are not required in terms of the "*Code of Practice for Temporary Traffic Management*" or if the work zone safety barriers or existing guardrails do not provide sufficient visual screening. Sight screening in absences of safety barriers shall not fully block the view from the work area of any errant motorway vehicle to which workers may be vulnerable.
33. The Owner shall obtain at the Owner's cost all necessary approvals, consents and permits from all statutory, public or other authorities prior to commencing any work on the State highway and shall comply with all Regional and District Plans and applicable statutes, bylaws, regulations, approvals, permits and consents.

34. The Owner and/or their contractor shall not hold the NZTA liable for any of the costs incurred if the Applicant receives an Environmental Infringement Notice. The Owner and/or their contractor shall ensure that their works comply with all relevant aspects of the Resource Management Act (1991) and subsequent amendments.
35. A plan shall be produced for managing environmental effects such as construction noise, the discharge of contaminants, sediment or litter and this plan shall be made available upon request.
 - Special measures shall be employed to avoid or mitigate construction noise that may cause disruption to residents in the vicinity.
 - The Owner and/or their contractor shall take extra precautions during grouting operations to avoid contaminating waterways and stormwater drainage with grouting compound.
36. The Owner and/or their contractor shall be responsible for locating and protecting all underground services the location and/or depth of some of which may not be known and notwithstanding this fact it is the consent holder's responsibility at their own cost to repair any damage they may cause to any of these services.
37. All surplus excavated material shall be removed from the site and all surfaces disturbed by any of the work shall be restored to their original condition or better.
38. The Owner and/or their contractor shall be responsible for protecting and maintaining all NZTA signs and road furniture including edge delineator posts during the period of work and shall replace any items that become damaged or lost.
39. Where traffic safety facilities (signs, marker posts etc.) are removed in the course of the work these shall be re-erected to the proper standard prior to the removal of the temporary traffic controls required by these conditions.
40. The Owner shall keep an "As Built" set of drawings in their records showing the location of all of the utility service components of that they have installed. This record shall be available for inspection by the NZTA or their representative as and when the need arises.
41. All work undertaken by The Owner and/or their contractor working under this approval must comply with the requirements under the "Health and Safety at Work Act 2016" and the "Health and Safety at Work Regulations 2016".
42. On completion of the works, the Owner and/or their contractors shall complete an "Advice of Completion of Work" form. For the purposes of the NZTA's right to require the Owner to carry out repair work, the twelve month maintenance period shall commence as from the date that the works completion form is completed accurately and submitted to the NZTA and the NZTA has accepted that the work is complete.
43. All work undertaken by The Owner and/or their contractor working under this approval must comply with the Department of Labour Construction Act 1959 and Construction Regulations 1961, as amended and any applicable industry codes of practice.

Special Conditions

See Template Local and Special Conditions for utility work on highways in the State Highway Control Manual, Section 2.9, Schedule 1.

Appendix G20: SCRIM Data Releases

G20.1 In this Section

This section contains the basis upon which information supplied by the NZTA or its consultants is released and notes to assist with the interpretation of Skid Resistance Data.

G20.2 Releasing Data

When SCRIM data is released to persons other than the NZTA's consultants, the following procedures shall be undertaken:

1. All SCRIM data shall be produced by direct printout from the RAMM database.
2. An appropriate NZTA staff member, working independently of the person producing the data, shall check the data.
3. In addition, SCRIM data shall be released only with the following "Basis of Release of Data" attached under cover of a letter bearing the NZTA letterhead and signed by an appropriate NZTA staff member.
4. No data may be released without an appropriate disclaimer attached to the data.

The required documents must be attached to all data released to a person other than NZTA staff or consultants working for the NZTA who have a contractual obligation to comply with the NZTA's policies.

G20.3 Basis for Release of Data

Information supplied by NZTA or its consultants is released on the following basis:

1. A SCRIM machine is used for the State highway Skid Resistance summary.
2. Older data is recorded as Mean Summer SCRIM coefficient (MSSC). Recently data has also been corrected for between year variations. This data is recorded as Equilibrium SCRIM Coefficient (ESC). This data is prepared for the routine network wide monitoring of the skid resistance of surface aggregate. It provides comparative information. While it gives an indication of areas where surface repairs may be required it is only one of the indicators used for that purpose. Caution must be exercised if attempting to draw other conclusions from the data or using it for other purposes.
3. While every care has been taken in the measurement, recording and retrieval of the information no guarantee can be given as to the accuracy of any of the data.
4. Interpretation of the data requires expert judgement. Persons with appropriate expertise should be engaged to assist with interpretation.

G20.4 Notes to Assist with the Interpretation of MSSC Data

The New Zealand Transport Strategy has set targets to reduce fatalities and serious injuries from road crashes. An action taken to assist in realising these targets is the provision and maintenance of reasonable levels of skid resistance on the road surface. As a consequence, NZTA endeavours to undertake a skid resistance survey of the State highway network on an annual basis during the summer period (November to March) when skid resistance levels are generally at their lowest. The following is a general outline of the methodology.

- This survey generally involves measurement of wet skid resistance in both wheel paths, for both directions of travel. On multilane roads at least the left-hand lane, (which usually is the location of the lowest skid resistance as it is generally used by heavy vehicles) is surveyed. The data acquired is used to assist with decision making associated with road maintenance management and to evaluate achievement against road condition targets.

- Measurement of the wet skid resistance and other road condition factors of the highway network is made with SCRIM+. SCRIM+ is basically a 10-tonne water tanker carrying sufficient water for about 60 km non-stop self-wetting skid testing and fitted with two skid test wheels, one for each wheelpath plus other equipment to record road shape. The test wheel is a treadless (blank), pneumatic tyre with its own load and suspension system that is angled at 20 to the direction of travel. A controlled jet of water wets the road surface immediately in front of the test wheel, which is free to rotate in its own plane. Therefore, as the vehicle moves forward, the test wheel scuffs in the sideways direction. The ratio of the force developed perpendicular to the plane of rotation (the side force or cornering force) to the load on the test wheel, is measured continuously along a road and stored as a mean value over lengths of 10m. This ratio is known as the sideways-force coefficient (SFC). Road shape features are also measured and stored.
- The conditions of measurement and tyres used do not represent any particular car or truck. However, the SFC data is representative of the wet skid resistance performance of road surfaces and is utilised by NZTA to monitor the skid resistance performance of pavements.
- SFC values of road surfaces change significantly as a result of short-term and long-term variations in weather conditions, temperature measurement speed etc. Correction factors are therefore applied to bring the SFC data to a common basis for comparison purposes. SFC data standardised in this way is termed the (MSSC). MSSC represents the average value of skid resistance (SCRIM) expected during the summer. It is also close to the minimum skid resistance during the year. MSSC data that has been corrected for between year variations is called ESC. ESC data is used by NZTA as input to its *in-house* analysis routines, which have been developed to aid in the identification of sites that could potentially benefit from increased levels of wet skid resistance and assist with programming of future maintenance work. SCRIM data held in the RAMM database by NZTA is released to third parties in MSSC or ESC form only.
- Although MSSC represents a very important factor in determining the level of wet road safety, it is by no means the only one. Other factors considered in making road maintenance management decisions include crash histories, possible temporary pavement contamination, texture depth, rutting and roughness, traffic characteristics, road geometry, and driving difficulty. The safety of a road section is the result of the interaction of many factors. Therefore, NZTA and its network management consultants consider all factors when determining whether or not a road section needs treatment.
- Road surface skid resistance is highly time and season-specific. Caution must be exercised when using ESC data to assess whether or not the road surface might have been a causal factor in a crash as it is unlikely that the time of the survey will coincide with that of the crash. Furthermore, although MSSC values are similar to *locked wheel* coefficient of braking friction values obtained by NZ Police, they are not directly related. As a consequence, processing of MSSC data for use in crash reconstructions or comparisons with Police investigations should only be attempted by experienced personnel who are fully aware of the limitations of measurement methods and conversion procedures.

Appendix G21: Guideline for White Crosses

G21.1 In this Section

This section contains the guideline for the erection, maintenance and removal of white crosses at fatal accident sites on State highways.

G21.2 Background

In recent years a number of individuals and service groups have wished to erect white crosses at fatal accident sites on State highways.

This document has been prepared to act as a guideline for NZTA offices responding to requests for crosses to mark fatal accident sites.

The guideline applies to requests to install new crosses.

Existing crosses may remain.

G21.3 Role of Crosses

White crosses identify to the public, locations where fatal accidents have occurred in recent years and serve as a positive road safety reminder.

G21.4 Erection of Crosses

The following requirements should be met in order to erect white crosses at a fatal accident site:

- There should be one cross only erected at a fatal accident site.
- Due to the concerns for the safety of people visiting accident sites in potentially hazardous locations, crosses are not encouraged as a memorial to those who have been killed in a road accident. Attachments or messages on the crosses are discouraged.
- Crosses may be erected on rural State highways other than motorways or motorway on and off ramps.
- Crosses should not be erected where remedial works have been undertaken at the site or if the character of the road has been altered so as to substantially change the circumstances that led to the accident.
- Crosses that are to be erected on the road reserve should be mounted on, or as close as practical to the fence line. In special circumstances e.g. in mountainous terrain NZ Transport Agency may approve other locations.
- If crosses are to be erected on private property or on the fence line bounding the road reserve, consultation should be undertaken (by the applicant) with the owner of the land affected.
- The local office of NZ Transport Agency must be notified of the exact location of each cross so that road maintenance staff do not disturb them.

G21.5 Road Safety for Applicants

When installing crosses, individuals should not put themselves in dangerous situations. When working on the road they should be reminded to:

- park in safe locations well away from moving traffic; and
- wear bright coloured or reflective clothing; and
- check for the location of public services - underground power, telephone cables etc.

G21.6 Recommended Construction of Crosses

Crosses should be constructed of suitably treated timber components with a cross section not exceeding 75 mm x 50 mm. Galvanised fixings are recommended for all cross joinery. The crosses should be painted white and to a standard that will maintain colour and appearance when exposed to the weather for a minimum of 5 years. Other materials or finishes may be used with NZ Transport Agency's consent. Reflective materials are not permitted on crosses.

Crosses should be constructed within the dimensions given below and as shown in Appendix A.

Maximum timber cross section = 75 mm x 50 mm

Maximum length of cross = 750 mm

Maximum width of cross = 500 mm

Recommended depth below ground level (if appropriate) = 400 mm

Cross bar should be mounted at two thirds the height of the stake.

Crosses are not to be set in concrete.

The name of the deceased and the date of the accident should be marked on the cross to aid in the recording and, if necessary, removal process. Other attachments or messages are discouraged.

G21.7 Maintenance of Crosses

Any individual or group that erects a cross is responsible for maintaining, and undertaking any repairs deemed necessary to maintain a tidy appearance of that cross.

G21.8 Removal of Crosses

The individual or group that erects a cross is responsible for the removal of the cross when the purpose of the cross has been fulfilled.

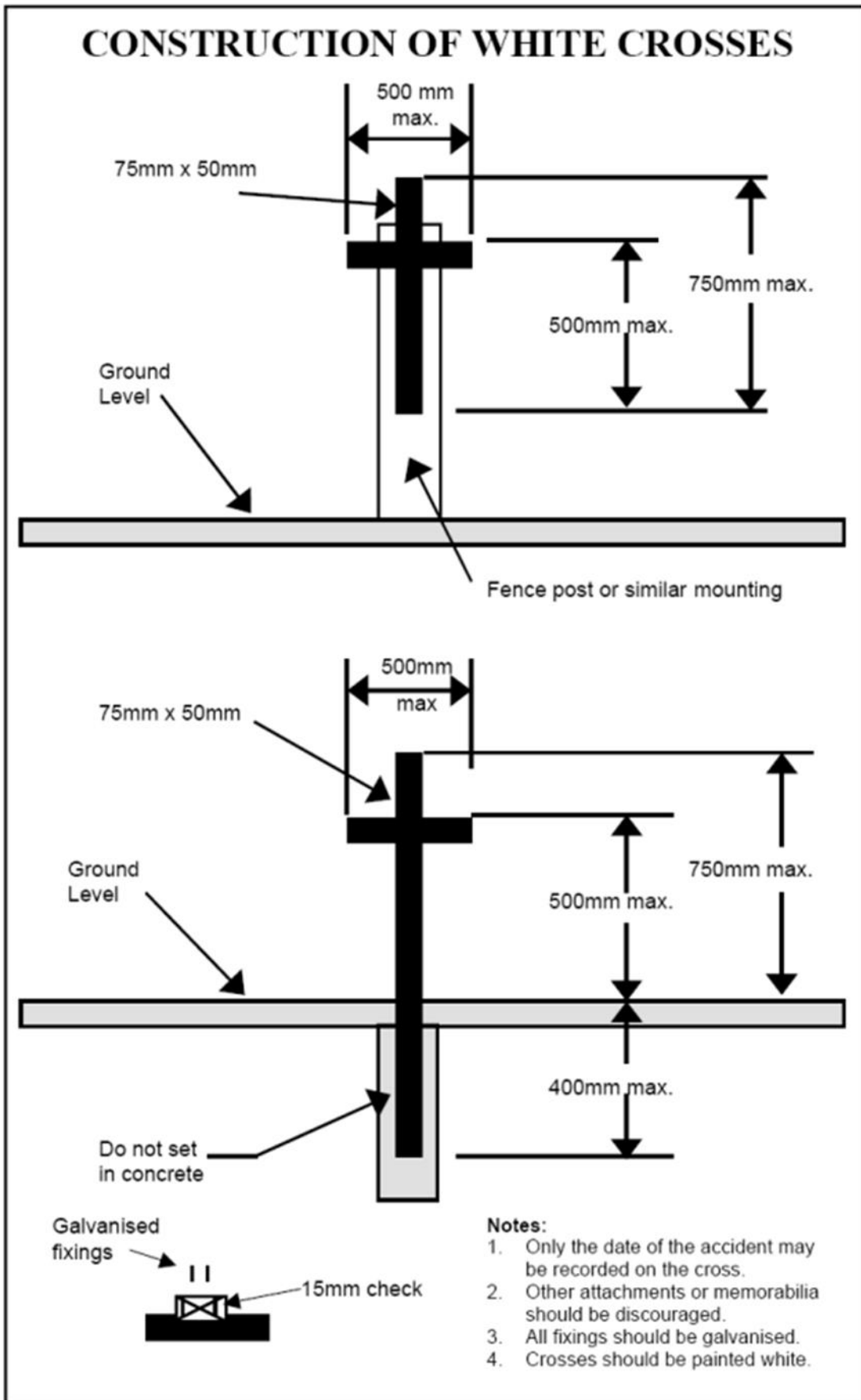
NZ Transport Agency may have a cross removed or relocated if:

- the cross falls into a state of disrepair; and
- the cross is erected in such a position or location that could cause, contribute or worsen any possible accident; or
- the cross is located in a position within the road reserve which will impede normal maintenance or construction works; and
- the highway in the immediate area is reconstructed such as to substantially change the circumstances that led to the accident.

G21.9 Enquiries

Further enquires may be addressed to the local office of the NZ Transport Agency.

Figure 1: Installation of White Crosses



Appendix G22 Guidelines for Trials of Traffic Control Devices

G22.1 Introduction

This note sets out the information required for an application under the Land Transport Rule: Traffic Control Devices (TCD Rule) to the NZ Transport Agency (NZTA) for the trial of a traffic control device. Inclusion of this section in the State Highway Control Manual means that Traffic Note 10 is no longer considered to be operative and is withdrawn.

Where a road controlling authority (RCA) is considering the trial of a new device, a change to an existing one or the application of an existing device outside general policy or practice but is not prohibited by the TCD Rule, the NZTA believes the principles of careful assessment of need and evaluation of effectiveness described in this note should be applied. The NZTA and the Traffic Control Devices Steering Group (described below) would be keen to assist by providing advice and, as appropriate, support to any such trial being considered.

In considering an application under the TCD Rule for a trial of the non-conforming device the NZTA must assume it will eventually result in a change to rules or policy. The NZTA does not change policies and cannot recommend variations to rules without the undertaking of appropriate analysis and consultation. Costs, benefits, safety effects, resource consumption and implication for all road users and road providers must be fully understood.

G22.2 Background

It is important road users travelling through various RCA areas receive a consistent set of messages about the environment which delivers safety for road users and efficient use of resources. This consistency is provided by the application of legislation, policies and guidelines which dictate the safe and efficient use of traffic control devices.

The Land Transport Rule: Traffic Control Devices 2004 (the TCD Rule) sets out rules for the installation of traffic control devices by RCAs. Section 3 of the TCD Rule describes general requirements for traffic control devices and requires RCAs to install only those devices described in the rule. Clause 3.4, however, provides for the NZTA to approve alternative traffic control devices for trial purposes. This power has been delegated to the Network Manager.

G22.3 Application

An application for a trial must provide sufficient information to allow an informed decision to be made and the level of detail required will vary depending on the nature of the device. The scope of the trial, the likely impact of the proposal on safety or efficiency and the significance of any change to existing policy or legislation should be included in the proposal.

The application should contain at least the following sections:

- outline of issues
- development background
- technical analysis
- impacts and risks assessment
- expected safety and efficiency gains

- consultation (undertaken and proposed)
- proposed assessment method.

The type of information provided in these sections is detailed at Appendix A. The appendix is a guide only. It may not be necessary to complete each category if it is not relevant to the device being proposed but more information may also be required. Relevant, additional information supporting the application should also be provided.

G22.4 Consideration of Approval

To ensure the application is given a complete and fair assessment the NZTA will seek comment and support for the proposal from the Traffic Control Devices Steering Group. This group represents the NZTA, Ministry of Transport, local road controlling authorities, NZ Automobile Association, roading contractors, and the traffic sign and road marking industry. It was originally convened to oversee the development and maintenance of the Traffic control devices manual and Traffic control devices specifications to ensure these documents reflect industry needs and expectations and is, therefore, well placed to consider any application for a trial.

The Traffic Control Devices Steering Group meets every three months and, under normal circumstances, any application for a trial would be forwarded for their consideration at one of these meetings. However, if circumstances warrant, earlier consideration by the group could be arranged as could any subsequent application amended as a result of an earlier submission to the group. The group forwards their recommendation, including any conditions they believe appropriate, to the Network Manager for their consideration.

G22.5 Approval

The Network Manager, in reaching a decision on an application for a traffic control device trial, will study the details provided by the applicant and in addition will consider:

- the recommendations made by the Traffic Control Devices Steering Group
- policy, regulatory and legislative effects of implementing the proposal including any effect on existing policy and whether there is a reasonable possibility of the TCD Rule being amended to include and implement the outcomes of a successful trial
- any communication, education, publicity and enforcement requirements at a local and, if appropriate, national level
- resource requirements for implementation and evaluation and ensure they have been identified and are available to both the applicant and within the NZTA
- priority of the project against other safety initiatives and opportunities.

It is recommended the applicant discuss the issue with the NZTA at an early stage in the development of a proposal. This could, for example, help identify sources of information, the level and type of information likely to be needed for the application and will facilitate the progress of any application.

G22.6 Conditions

Where a trial is proposed, the applicant must comply with the conditions described in clause 3.4 of the TCD Rule. This clause also allows the NZTA to identify any terms and conditions considered necessary.

G22.7 Funding/Assistance

Funding of any trial is the responsibility of the proposing authority. The NZTA may be able to assist in designing, implementing and evaluating a trial and might be able to assist in identifying possible funding sources. However, unless prior agreement has been reached, approval of the trial does not impose any obligation on the NZTA to provide such assistance.

G22.8 Publication of Approval

If the application has been approved and satisfactory agreement reached on conditions relating to the use of the device, appropriate legal documentation, including the required notice in the New Zealand Gazette, will be prepared and promulgated. An outline of the trial, contact details of those involved in the trial and a copy of the Gazette notice will be published as an appendix to Traffic note 14 and be available on the NZTA website.

G22.9 Declining Approval

If the application is declined, the NZTA is required (clause 3.4(2) of the TCD Rule) to advise the applicant of the grounds for doing so.

G22.10 Termination of Trial

If the NZTA considers it unsafe to continue the trial, it may be terminated by formal notice and the RCA must remove the device immediately (clause 3.4(7) and clause 3.4(8) of the TCD Rule).

Outcome of trials

If the trial is successful and the NZTA is satisfied the results justify a change to policy appropriate steps will be taken to allow all RCAs to use the device.

This may, however, require a change to the TCD Rule. If this is required the continued use of the device will be authorised at the trial site or sites until the change is made. The authority will be published in the New Zealand Gazette (clause 3.4(11) of the TCD Rule).

If the device can be adopted without a rule change the NZTA will take the necessary steps to formalise the use of the device (e.g. notification in the New Zealand Gazette).

In either case, notification of the outcome will be made through publishing an amendment to Traffic note 14 and other appropriate mechanisms.

G22.11 Extension of a Trial to Additional Sites

Before an amendment to the TCD Rule the NZTA may (from 1 April 2011, the effective date of the TCD Rule Amendment 2010) authorise, subject to conditions, the installation of the device at further trial sites by notice in the New Zealand Gazette (clause 3.4(11) of the TCD Rule). Additional sites will only be approved where this can be justified in terms of establishing, with greater clarity, the effectiveness of the device and to assist in providing clearer guidance for its use.

G22.12 Guidance for Supporting Information

The following guidance material is provided to assist applicants to provide supporting documentation to support their application.

Information that could be provided to support an application to the NZTA for a trial of a traffic control device in terms of clause 3.4 of the Land Transport Rule: Traffic Control Devices 2004. Necessary information is denoted by (*) in the right-hand column.

1 Outline of the issues

1.1 The traffic control device being proposed	*
1.2 The nature of the problem the proposal seeks to overcome	*
1.3 Where the proposed trial will be located	*
1.4 The time frames involved	*
1.5 How the problem can only be addressed by non-standard treatment rather than existing practice	
1.6 List those who need the change	
1.7 Whether the proposal is a one-off local solution or will lead to a national policy	

2 Development background

2.1 Information on the stage of development the proposal has reached and details of any outcomes including options considered and reasons why any have been discarded or preferred	*
2.2 Literature or investigation summaries from New Zealand or overseas	
2.3 Outcomes of any previous trials or investigations	
2.4 Any relevant overseas legislation, policies or guidelines investigated or referenced	

3 Technical analysis

3.1 Detailed drawings of the proposed device	*
3.2 Details of any materials of components used	
3.3 Theoretical analyses and considerations supporting the proposal	
3.4 Any computer or other technical analyses used in deriving the proposal	
3.5 Details of any back-up safety systems where these might be required	

4 Impacts and risks

The assessment should demonstrate that the proposal:	
4.1 Does not create any new safety or other problems	*
4.2 Is a potential solution to the identified problem	*
4.3 Addresses the relevant issues	*

<p>4.4 Will be easily understood by road users</p> <p>It may also include:</p> <p>4.5 Information regarding the likely level of up-take of the proposal</p> <p>4.6 Details of any impact on the uniformity or consistency of standards for such devices if the proposed change is implemented</p> <p>4.7 Effects on harmonisation of standards and international agreements (e.g. Australian standards)</p>	*
5 Safety and efficiency gains	
<p>5.1 How the proposal effects each class of road user</p> <p>5.2 What the benefits and costs of implementing the proposal are likely to be with appropriate levels of detail supporting their derivation</p>	*
6 Consultation	
<p>6.1 List all interested parties</p> <p>6.2 Information on consultation undertaken and/or proposed</p> <p>6.3 How views of interested parties have been, or will be, considered</p>	* * *
7 Proposed assessment	
<p>The application should detail how the performance of the device will be assessed. The methodology proposed for the assessment should:</p> <p>7.1 Ensure information sought is well defined and appropriate</p> <p>7.2 Address all relevant issues including the suitability of any site suggested for the evaluation</p> <p>7.3 Provide all information necessary to support any analysis required to determine whether value for money will be achieved if the proposal is implemented nationally</p> <p>7.4 Ensure appropriate levels of understanding of the proposed device and its use have been obtained from road users through observation, interview or questionnaire</p> <p>7.5 Include a detailed research or evaluation plan that must have a realistic time period for the assessment and provide for close monitoring of any trial especially in the early stages of field implementation</p> <p>7.6 Demonstrate a sound scientific design with appropriate controls so that any conclusions reached can be supported by robust statistical analysis</p>	* *