

CONDITIONS

General Conditions

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;
 - (h) keep a full copy of the Works Access Permit/ Permit to Enter and Reasonable Conditions on the Work Site at all times during the Works;
 - (i) undertake remedial action on non-conforming Work within the timeframe set by the Road Corridor Manager, where reasonable and practicable;
 - (j) gain all the necessary consents, approvals and permits from the relevant statutory and regulatory authorities at its own cost;
 - (k) keep plans of the installed Work and make them available to the Railway Corridor Manager (in all cases) and Road Corridor Manager (on request);
 - (l) compensate the Road Corridor Manager for any damage or costs incurred to the Road Corridor due to the Work or for costs resulting from the removal of abandoned installations, Utility Structures, components and equipment that belong to the Utility Operator;
 - (m) repair all Road Corridor assets damaged as a result of the Works, should the Road Corridor Manager determine these are necessary prior to the end of the Warranty period;
 - (n) 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 10 of the Historic Places Act 1993.

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.
5. Unless the Works stated in the WAP have started on the Work Site, the agreement relating to the Works will only remain valid for six months from the date of approval on the Works Access Permit.
6. The Road Corridor Manager must manage all applications relating to Road Corridor access in accordance with the timeframes and processes in the Code.
7. The Corridor Manager may:
 - (a) assess the suitability of any action proposed by the Utility Operator during the Warranty period and impose Reasonable Conditions that will maintain the integrity of the Road assets;
 - (b) arrange for remedial Work to be done and recover the costs incurred from the Utility Operator, if the Utility Operator fails to take action within the agreed timeframe; and
 - (c) instruct the Utility Operator to stop Work and leave the Work Site (having made the site safe) if the Works are not complying with the relevant Reasonable Conditions including any plans, relevant conditions or specifications contained in the Code, or permission requirements.
8. In granting this WAP, no vested right is created.

9. This WAP is not transferable without the written permission of the Road Corridor Manager.
10. A Corridor Access Request has been received from an approved Utility Operator and in accordance with the Code: Utilities' Access to the Transport Corridors. The Corridor Manager may request reasonable conditions to be placed on the works in accordance with the governing legislation (Telecommunications Act 2002, Electricity Act 1992 or Gas Act 1992). The schedule below constitutes in its entirety the reasonable conditions to be applied to the works.
11. All work shall be carried out in accordance with the Code.
12. 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 between the Utility Operator (or applicant) and the Corridor Manager before work commences.
13. It is deemed all work undertaken by the Utility Operator is subject to 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.
14. The works are to be available at all times for inspection by any person authorised by the Corridor Manager.
15. The Utility Operator shall pay, if requested, the reasonable costs of the Corridor Manager in connection with the processing of this notice and for the monitoring and auditing of the works.
16. A full copy of the Works Approval Notice including the Schedule of Reasonable Conditions shall be kept on site at all times during construction.
17. Where the Utility Operator is found not to be complying with the relevant conditions or specifications and / or does not have permission to work there, all personnel involved in the work can be instructed to leave the site by a duly authorised agent of the Corridor Manager or an officer of NZ Police, having made the site safe for the public.
18. The Utility Operator shall compensate the Corridor Manager for any damage or costs incurred to the corridor due to the work or for costs resulting from the removal of abandoned installations, structures, components and equipment that belong to the Utility Operator.
19. The Utility Operator shall repair all corridor assets that are damaged as a result of the works, should such repairs become necessary, in the opinion of the Corridor Manager, during the warranty period.
20. Remedial work shall be undertaken within an appropriate reasonable timeframe, as set by the Corridor Manager or the Utility Operator, of receiving notification from the Corridor Manager that repairs are necessary. Should the Utility Operator fail to carry out the remedial work within the expected time, the Corridor Manager may arrange for the work to be done and recover the costs incurred from the Utility Operator.
21. The Utility Operator, at its own cost, is to gain all the necessary consents, approvals and permits from the relevant statutory and regulatory authorities.
22. On completion of the works, the Utility Operator is to keep plans of the installed work and make them available to the Corridor Manager on request.
23. Where maintenance work is being undertaken by the Utility Operator within the 2-year warranty period, then the Corridor Manager is to be notified and reserves the right to assess the suitability of the action proposed and impose conditions that will maintain the integrity of the road assets.

24. At the completion of the works, the Utility Operator shall complete a Works Completion Notice form. The 2-year warranty period shall commence from the date the Corridor Manager has given signed acceptance that the work is complete.
25. The agreement is valid for 6 months from the date of approval on the Works Approval Notice.
26. The applicant shall provide a full description of the construction methodology, reinstatement, resurfacing and compaction, and this shall be subject to agreement with the Corridor Manager prior to work commencing.
27. Traffic management is to comply with the Code. The Utility Operator shall have in place an approved traffic management plan (TMP) appropriate to the works prior to work commencing on the site.
28. The Utility Operator shall ensure that the work is carried out under the control of a warranted supervisor in accordance with the Code and ensure that there are sufficient people on site specifically to control the flow of traffic through the site in accordance with the TMP. Instructions concerning the use of additional traffic control measures from an officer of the NZ Police Traffic Safety Branch or a duly authorised agent of the Corridor Manager shall be complied with.
29. The Corridor Manager's Traffic Management Co-ordinator (TMC) shall be given two clear days notice before commencement of work on site. This notice, setting out the timeframes for the work to be undertaken, may be sent to the TMC by any expedited means, together with a copy of the approved TMP. Confirmation must be received that the programme does not conflict with any other prior approved work at the location and permission to proceed is granted, prior to commencement of any work on site.
30. The reinstatement of all trenches and surfaces must comply with the Code.
31. The Utility Operator shall restore to their original condition any surface or structure that was damaged or removed so the work could proceed.
32. The Utility Operator shall control the surface water channels so as to cause minimal interference to existing flows and shall fully restore the surface water channels at the completion of the works.
33. The minimum cover requirements and pipe location parameters shall be in accordance with the Code.
34. Any structures (manholes, chambers, cabinets, poles, etc.) shall be located in the agreed position shown on the drawings and are to be kept clear of the carriageway, corridor furniture and kerbs, drains, manholes, etc. Where structures are agreed to be installed within the trafficable part of the road, they are to be flush with the surface and designed to withstand full heavy traffic loading (HN-HO-72 Loading- see Schedule F).
35. Works are to be completed in one continuous operation. Works can be suspended for up to five days; longer periods will require the permission of the Corridor Manager.
36. During the progress of the work, the Utility Operator is responsible for protecting and maintaining all corridor signs, markers, signals, barriers and associated marking and replacing them to the appropriate industry standard where they have been damaged by the works.
37. Where otherwise required due to traffic volumes or specific residential or central business district requirements, the hours of work shall be as specified in the Local and Special Conditions.

38. No work shall take place on or near a State Highway during and one day either side of a public holiday or public holiday weekend.
39. In granting this consent, no vested right is created and this consent is not transferable.
40. After satisfactory completion of the works, the Utility Operator shall give the Corridor Manager prior notice on each separate occasion of any maintenance works that may be required. If the services are located under any road carriageway or road shoulder, the Corridor Manager reserves the right to reassess the implications and either decline the application or impose new or amended conditions to protect the corridor assets.