

# Special Conditions

## 1 APPOINTED AGENT

- 1.1 In<sup>3</sup>roads Tauranga has delegated powers, as an appointed agent to the Western Bay of Plenty District Council, as defined in this document.

## 2 NOTIFICATION

- 2.1 Ron Raikes, of In<sup>3</sup>roads, Tauranga, telephone 07-577 4677, shall be given two full working days notice before the work starts.

The holder of this consent shall give owners of any utility services, in the vicinity of the works, a minimum of two full working days notice to allow them to identify their services, before work commences.

## 3 CONSENT PERIOD

- 3.1 This consent is valid for a period of twelve (12) months from the date shown on the top right hand corner of the Notice of Consent. Failure to complete the works described within this period will require the consent holder to reapply for Consent to carry out and/or complete the work. Any works completed outside the consent period may be removed by Western Bay of Plenty District Council and any costs incurred will be charged to the consent holder.

## 4 TRAFFIC CONTROL AND SAFETY

- 4.1 The work shall be carried out in a manner which minimises interaction between the construction activities and normal road traffic operations.

Traffic control shall comply with TNZ G1: May 1996 specification. Failure to comply with this specification will result in work being stopped until all conditions are complied with.

- 4.2 The consent holder shall forward an approved Traffic Management Plan to In<sup>3</sup>roads PBC Compliance Manager - WBOP, P.O Box 747, Tauranga at least five (5) full working days prior to commencement of any site work. A copy of the approved Traffic Management Plan shall be held on site at all times. The Traffic Management Plan and operation of the described traffic control shall comply with TNZ G1: May 1996 and the TNZ publication *Working on the Road*: June 1998. The use of all temporary warning signs, barriers, lights, day glow jackets, etc are to be strictly in accordance with the above requirements.

- 4.3 The local road shall remain open to two lane traffic during the entire period of the works. No temporary deviation of the carriageway shall be permitted unless authorised otherwise by the appointed agent.

- 4.4 No plant, vehicles nor staff shall operate on the sealed surface of the local road during these works unless authorised otherwise the appointed agent.

- 4.5 The maximum delay to traffic is to be **two minutes**.

## 5 DAMAGE AND MAINTENANCE

- 5.1 Western Bay of Plenty District Council will not be liable for any damage whatsoever to any service facility that may be within or above the road reserve in the vicinity of the works. It is the applicant's responsibility to arrange with the relevant service facility owners for any relocations or otherwise, that may be necessitated by the works. Western Bay of Plenty District Council however reserves the right to require their approval of any proposed alterations and/or relocations of these services.
- 5.2 In the event of maintenance work to the entranceway being required Western Bay of Plenty District Council shall not be liable for any costs incurred.

## 6 TRENCHING, THRUST BORING AND MOLE PLOUGHING

- 6.1 All services are to be laid as close to the road reserve boundary as practical, but no closer than 3.5 metres from the existing seal edge (to allow for future seal widening at this location)
- 6.2 Services shall be laid at a depth of not less than:  
1.2 metre (1200mm) below seal level , and  
500mm below existing drain invert level,  
whichever is the greater depth.
- 6.3 Where the service is required to cross the side road, it shall be in a duct and thrust bored under the road and it shall be at right angles to the centreline. The minimum cover above the duct under the existing sealed pavement and adjacent ground profile; within the road reserve is to be one metre (1000mm). Trenching across the road is not permitted.
- 6.4 Excavation of pits to enable thrust boring shall not encroach closer than 3.5 metres to the edge of the sealed carriageway.
- 6.5 Where the consent holder fails to lay the duct to a minimum depth of one metre (1000mm), Western Bay of Plenty District Council will not be responsible for any costs should damage to the service occur during any future road construction work.
- 6.6 Unsealed driveways may be mole-ploughed or trenched, sealed driveways shall be thrust. Each driveway shall be fully reinstated including resealing where appropriate within 48 hours of commencing work. Access to all properties shall be maintained at all times.
- 6.7 The holder of this consent shall submit trenching, backfilling and reinstatement design notes for approval by the Council Roding Engineer, or his appointed agent. The approved design notes shall be complied with.
- 6.8 Reinstatement of any holes excavated shall be completed with materials of at least the same quality and density of those excavated. Reinstatement of the thrust pits, within the road reserve, shall be in accordance with an approved method of Trench and Surface Reinstatement. Reinstatement is to include reinstatement of grassed surfaces within the area of works.
- 6.9 The Western Bay of Plenty District Council Roding Engineer, or his appointed agent, shall have the right at any time to instruct the consent holder on the type of excavation that should be carried out within the road reserve. The consent holder shall comply with this instruction.

- 6.10 The sealed carriageway is not to be used for driving mole-ploughs or any tracked vehicle. Vehicles with tracks may only be driven on the roadside verge.
- 6.11 Where the service is laid across the top of any road culvert it shall be laid at such a depth that it will not restrict, nor be able to be damaged by, normal road drain clearing or drainage maintenance operations. The applicant is required to accurately determine the depth of the culvert before proceeding with laying/thrusting the pipe duct.

## **7 OVERHEAD CABLES**

- 7.1 Consideration must be given to the installation of globes, or similar highly visible markings, on poles and/or conductors as a warning to aircraft of the existence of the conductor across the road. Hazard markers shall be installed on any new or replacement cables which cross the road at a height in excess of 10m above the sealed surface.

## **8 EXCAVATION, BACKFILL AND COMPACTION OF TRENCHES**

- 8.1 Backfilling must be with material approved by the WBOPDC Roading Engineer, or his appointed agent, and shall be compacted in layers not exceeding 150mm thick to 90% of the maximum dry density.
- 8.2 At the completion of the work the site shall be reinstated to a standard, which is no less than equivalent to its original state.

## **9 REINSTATEMENT OF WORKS**

- 9.1 Reinstatement of any seal, including driveways, is to be a standard acceptable to the WBOPDC Roading Engineer, or his appointed agent.
- 9.2 All costs for repairs to the reinstated works within the maintenance period are to be borne by the applicant.
- 9.3 That all work repairs, as noted above, to be to the requirement and satisfaction of the WBOPDC Roading Engineer, or his appointed agent.
- 9.4 Reinstatement shall involve reconstructing the road pavement with equivalent or better materials than those excavated, with the compacted density of all materials to be at least equal to that in the adjacent pavement. The surface treatment (i.e. seal coat) shall match the adjacent undisturbed surface.
- 9.5 The structural integrity of temporary works must ensure that no damage occurs to pavement layers or seal. If for some unforeseen reason, damage occurs, the pavement layers and seal shall be returned to its original state or better.
- 9.6 Any deterioration of pavement structures or roadside verge within twelve (12) months of the work, attributable to the work, shall be made good by the consent holder at no cost to Western Bay of Plenty District Council. Failure to complete such works within the response time stated may result in the works being completed by other contractors and all costs charged to the consent holder.
- 9.7 The maintenance period will not commence until such time as the WBOPDC Roading Engineer, or his appointed agent, has completed and signed a Completed Works Approval form (attached). It is the applicant's responsibility to advise when the works are complete (by filling in Part A of the form and returning it to the issuing office) and to request that a completion inspection be conducted.

- 9.8 Any roadside furniture removed to enable work to be carried out, shall be reinstated as near as possible to the exact position and height at the end of each days work. Any damage to roadside furniture, including marker posts, due to the activities of the applicant, shall be made good at no cost to Western Bay of Plenty District Council.
- 9.9 All surplus spoil is to be removed from the road reserve. Water tables, drainage channels, and road verges shall be reinstated to their original grade and shape.

## 10 ACCESSWAYS AND LOCALISED SEAL WIDENING

- 10.1 Reinstatement shall involve reconstructing the road pavement with equivalent or better materials than those excavated, with the compacted density of all materials to be at least equal to that in the adjacent pavement. The surface treatment (i.e. seal coat) shall match the adjacent undisturbed surface.
- 10.2 Any addition or alteration (including seal widening) to the pavement structure within the road reserve shall be carried out in accordance with a pavement design prepared by a recognised design professional (e.g. Registered Engineer). This design shall be submitted to Opus International Consultants Limited, Tauranga for approval at least 5 working days prior to the commencement of any site work.
- 10.3 Construction/shaping of the new entrance shall be done in accordance with an agreed design, which complies with Western Bay of Plenty District Council requirements. The final shape of the new entrance shall be such that water does not discharge off the new entrance onto the road. Approval, in writing, of the final design shall be obtained from Opus International Consultants Limited, Tauranga before any work starts.
- 10.4 Reinstatement **including first coat sealing** of any excavation within the carriageway and shoulders shall be completed the same working day.
- 10.5 The consent holder shall install an RCRRJ culvert of at least the dimensions shown on the drawing XXXXXXXX beneath the new entranceway. This culvert shall be installed parallel to and at least XXXXXX metres from the centre of the road. If this culvert lies outside of the road reserve then all maintenance costs of the culvert and the drains on either side of it shall be borne by the consent holder.
- 10.6 The consent holder shall provide a sealed surface for the new entranceway, which extends along the new entranceway a distance of at least XXXX metres from the road edge of seal. The seal coat shall be a two-coat Grade 3/5 seal.
- 10.7. The existing entranceway (at approximately XXXX/XXXX) shall be closed off and completely removed with drainage paths past this point fully reinstated. Any gateways, which exist in the fence line adjacent to this entrance, are to be removed and a post and wire fence of a standard similar to the adjacent boundary fence constructed in place of any gateways so removed. Grassing of the area shall be established such that 85% grass cover is achieved within 6 months of the completion of the works.
- 10.8 All works on the new and the existing entranceways shall be completed to the satisfaction of the Roding Engineer, or his appointed agent, in accordance with this agreement.

## 11 SUPERVISION OF THE WORKS

- 11.1 The holder of this consent shall be fully responsible for maintaining the site in a safe and secure condition at all times and shall be liable for any costs, claims etc arising from the works.

11.2 The WBOPDC Roothing Engineer and/or his appointed agent shall have the right to stop the works for whatever reason until such time as all conditions are met.

11.3 The consent holder will remain responsible for the contractual supervision of all works to ensure all conditions and requirements are fully met.

## **12 FIXING TO BRIDGES AND OTHER STRUCTURES**

12.1 Fixings to bridges and structures shall be in accordance with the General Specification to be supplied by the applicant and approved by the WBOPDC Roothing Engineer, or his appointed agent.

12.2 The applicant shall be responsible for the permanent ongoing maintenance and repair of all their service fixings to bridges and other structures on the road reserve.

## **13 GENERAL**

*(Any special conditions applicable to this application, insert as a note under general).*