

## Schedule 6: Resource Management Act Requirements

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### Part 1 – General

#### 1. Details of Designation

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The Final Report and Decision of the Board of Inquiry into the Transmission Gully Proposal was released on 12 June 2012. The Board of Inquiry's Decision includes Consent Conditions attaching to both the Designation and a number of resource consents required for the Project. All designations required for the Project are listed in the definition of 'Designation' in the Base Agreement, and have been subject to amendments up to the point of Financial Close.

█ [REDACTED]

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[REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

#### 3. Contractor compliance requirements

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In addition to compliance with the requirements of clause 17.4 (Consents) of the Base Agreement, the Contractor must comply with its obligations pursuant to Schedule 9 (Operative Documents), Schedule 11 (Works Requirements), Schedule 12 (Service Requirements) and Schedule 20 (Communication) to enable compliance with the Consent Conditions and must undertake all necessary monitoring and reporting in relation to all Contractor Consents.

## Part 2 – Consent Conditions – responsibilities

### 4. Consent Conditions

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#### 4.1 Allocation of responsibility

The parties agree that they are each responsible for compliance with the Consent Conditions as set out in this paragraph 4.

#### 4.2 Definitions

For the purposes of this Schedule 6:

**CS-VUE** means the web based compliance management system used by the Transport Agency to hold and manage compliance with resource consents, designations, building consents, Department of Conservation concessions, Historic Places Trust archaeological authorities and associated documents;

**Condition Compliance** means, in relation to a Consent Condition (and notwithstanding any rights of the Greater Wellington Regional Council to enforce compliance with that condition against any person), that the relevant party is responsible for taking all steps necessary to achieve continual compliance with that condition and, where required by the relevant condition, for monitoring such compliance;

**Contractor Responsibility** means, in relation to a Consent Condition, that the Contractor is solely responsible, at its own cost, for Condition Compliance;

**Joint Responsibility** means, in relation to a Consent Condition, that both the Transport Agency and the Contractor are jointly responsible for Condition Compliance and must take all steps necessary, in consultation with the other party, to achieve continual compliance with that condition;

**Transport Agency Responsibility** means, in relation to a Consent Condition, that the Transport Agency is solely responsible (subject to paragraph 4.6), at its own cost, for Condition Compliance; and

**Weigh Facility Location Agreement** has the meaning given to that term in paragraph 5.1.

#### 4.3 Contractor Responsibility

The Contractor acknowledges and agrees that the following Consent Conditions are Contractor Responsibility:

- (a) NZTA.1;
- (b) NZTA.3A;
- (c) NZTA.4;
- (d) NZTA.6 – 9;
- (e) NZTA.6A;
- (f) NZTA.6B;

- (g) NZTA.7A;
- (h) NZTA.11 – 53;
- (i) NZTA.56 – 82;
- (j) G.1 – 4;
- (k) G.7 – 31;
- (l) G.22;
- (m) G.31B – 57;
- (n) E.1 – 2;
- (o) E7 – 28;
- (p) WS.1 – 9;
- (q) Duck.1;
- (r) S.1 – 4;
- (s) CBP.1; and
- (t) CBP.3 – 29.

#### **4.4 Transport Agency Responsibility**

The Transport Agency acknowledges and agrees that the following Consent Conditions are, subject to paragraph 4.6, Transport Agency Responsibility:

- (a) NZTA.3B;
- (b) NZTA.55;
- (c) NZTA.83;
- (d) G.31A; and
- (e) E.6.

#### **4.5 Joint Responsibility**

Each of the Contractor and the Transport Agency acknowledges and agrees that the following Consent Conditions are Joint Responsibility:

- (a) NZTA.3;
- (b) G.5;
- (c) G.6; and
- (d) CBP.2,

all of which will require joint oversight, and:

- (e) NZTA.2, which will require joint decision making before the Transport Agency provides notice under section 182 of the Resource Management Act 1991.

#### 4.6 Reliance on Condition Compliance

Where:

- (a) the Transport Agency is solely or jointly responsible for Condition Compliance; and
- (b) the Transport Agency's ability to comply with a Consent Condition is reliant on, or subject to, the Contractor first performing obligations set out elsewhere in this Agreement (including compliance with Consent Conditions that are Contractor Responsibility),

then where the Contractor fails to perform those obligations set out elsewhere in this Agreement:

- (c) the Contractor shall not have any Claim, and shall not be entitled to any relief under this Agreement, in relation to the Transport Agency's non-compliance with the relevant condition; and
- (d) Part 16 (Indemnities and liability) of the Base Agreement will apply to any Losses suffered by the Transport Agency arising from its inability to comply with the relevant condition as a result of the Contractor's non-performance.

#### 4.7 Monitoring and reporting obligations

The Contractor acknowledges and agrees that:

- (a) it will comply with all monitoring and reporting obligations contained in Consent Conditions that are Contractor Responsibility;
- (b) it will assist the Transport Agency to comply with any Consent Conditions that are Transport Agency Responsibility, but which require the Contractor to perform obligations set out elsewhere in this Agreement;
- (c) it will ensure that all Contractor Consents are loaded into CS-VUE;
- (d) it will use CS-VUE to manage, and monitor compliance with, all Contractor Consents and all Consent Conditions that are specified as Contractor Responsibility; and
- (e) it will supply to the Transport Agency a copy of every report, notice and communication that the Contractor provides to any Local Authority in relation to any Consent or Consent Condition, at the same time as the Contractor supplies each such report, notice or communication to the relevant Local Authority.

## 5. Weigh Facility Location

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### 5.1 Acknowledging Weigh Facility Location Agreement

The parties acknowledge that, under the terms of the weigh facility location agreement dated 21 July 2014 (the **Weigh Facility Location Agreement**), the Transport Agency and the Contractor have agreed to investigate and/or consider the possibility of relocating the weigh facility from the position shown on plan TG-DRG-FCP-GM-1014 REV 01 submitted as part of

the Transmission Gully Outline Plan to an agreed and safe operational location within Part Lot 1 DP 76425 and Sections 1 and 2 SO 38167.

## 5.2 **Considering alternatives**

- (a) The Contractor shall consider relocating the weigh facility as required by the Weigh Facility Location Agreement and shall advise the Transport Agency in writing of its findings. The written notice shall include the alternatives considered by the Contractor together with an assessment of the likely implications for implementing those alternatives including any adverse impacts on the Construction Programme or the Contractor's ability to deliver the Services and any costs or savings that would be incurred as a result of the proposed relocation.
- (b) The Transport Agency shall advise the Contractor whether it accepts any of the alternatives proposed and, if the Transport Agency agrees to relocation of the weigh facility, whether the Transport Agency accepts that a Change will need to be initiated to enable the relocation.

## 6. **Related designations**

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This Schedule 6 relates only to the subject matter of this Agreement (including the Designation and the Contractor Consents). It does not extend by implication to:

- (a) any designation or consents relating to the PCC Link Roads; or
- (b) any other designation or consents relating to the State Highway network or any Local Roads outside of the TG Project.