

PROPOSED AGREEMENT

August 2003

OPAHU STREAM OUTLET IMPROVEMENTS

AGREEMENT BETWEEN

GREATER WELLINGTON – THE REGIONAL COUNCIL

and

HUTT CITY COUNCIL

1. Parties to this agreement

The parties to this Agreement are:

Greater Wellington Regional Council

- 1.1 [referred to below as GWRC (Greater Wellington – the Regional Council)] and all successors in law with responsibilities for the management of the Hutt River Floodplain Management Plan (HRFMP) and for the assets which comprise the Hutt River flood defences.

and

Hutt City Council

- 1.2 [referred to below as HCC] and all successors in law with responsibilities for the management of stormwater within the city boundaries including the Opahu Stream and for the assets which comprise the stormwater disposal system within Hutt City.

2. Background to this agreement

- 2.1 GWRC is proceeding with a project to improve the waterway capacity and security of a section of the Hutt River in the vicinity of the Ava Railway Bridge. The Hutt River waterway capacity is compromised by the existing Opahu Stream “training bank” and channel. Removal of the “training bank” and channel, without other mitigation measures would result in more frequent closure of the Opahu Stream outlet floodgates, which could increase the frequency of flooding within the Opahu Stream catchment.

- 2.2 Investigations carried out by GWRC have concluded that the construction of a stormwater pumping station at the Opahu Stream outlet to the Hutt River and modifications to the existing outlet culvert is the best solution that allows the “training bank” to be removed. Schedule A contains a list of technical reports and GWRC and HCC Committee reports.
- 2.3 HCC acknowledge that the construction of a pump station will provide an improvement in the level of flood protection within the Opahu Stream catchment at times when the outlet flood gates are closed by high water levels in the Hutt River.

3. Purpose of this agreement

- 3.1 The purpose of this agreement is to record the joint flood hazard reduction works agreed in principle for reducing the existing Hutt River and Opahu Stream flood hazard to acceptable levels.
- 3.2 The agreement sets out the responsibilities of the two parties for:
- a. the design, construction and administration of the Opahu Stream pump station and outlet works
 - b. asset ownership
 - c. future stream management.
- 3.3 GWRC have agreed (in principle) to contribute towards the cost of the construction of the pump station and the modifications to the existing outlet culvert, so that the pump station will be built in conjunction with the GWRC stopbank upgrade works. It thereby encourages HCC to build the pump station earlier than what it might have if its construction remained the sole responsibility of HCC.
- 3.4 HCC acknowledges that the combined programme for the construction of the stopbank improvements, pump station and removal of the training bank is the best solution for the stopbank upgrade project and it facilitates a co-operative relationship with GWRC.

4. Definitions

- 4.1 Pump Station – All works associated with the pump station including, but not limited to, the pump station structures, control building, all mechanical, electrical and control equipment, electrical supply to the site, telemetry and monitoring equipment and the inlet and outlet structures. It shall also include any modifications to the outlet channel in the immediate vicinity, i.e. that area effected by the actual construction of the pump station outlet spillway and energy dissipater structures at the discharge point to the outlet channel.
- 4.2 Outlet Culvert – The existing Opahu Stream outlet culvert structure and its extension, beneath the stopbank, including the floodgates on the outlet of the culvert.
- 4.3 Outlet Channel – The channel, from the outlet of the culvert (and the pump station), to the Hutt River. Some modifications to the outlet channel may be required in the immediate vicinity of the pump station discharge point, as part of the construction of the pump station. For the purposes of this Agreement, the immediate vicinity shall be considered as that area affected by the actual construction of the spillway and energy dissipater structures sufficient to discharge from the pump station to the generally existing outlet channel.

5. Proposed implementation process

- 5.1 The parties agree that the implementation process for the design and construction of the pump station and outlet improvements shall be as outlined in Schedule B, Programme and Implementation Process.

6. Joint design and construction opportunities

- 6.1 If, following the development of the concept design solutions for the pump station, outlet culvert extension and outlet channel modifications near the pump station discharge point, it becomes evident that it would be more efficient to structure the detailed design professional services and the contract works into different packages than those reflected in this Agreement, then this Agreement shall not preclude the opportunity for the two parties to explore agreement on amending the roles and responsibilities with respect to contract works.

7. HCC responsibilities

- 7.1 HCC shall be responsible for the design of the works associated with the pump station. The capacity of the pump station shall be as recommended in the Opahu Stream pump station feasibility report or as agreed between GWRC and HCC. The pump station design or operation shall not impair the security of the Hutt River flood defences.
- 7.2 HCC shall prepare a detailed programme setting out the milestone completion dates for the various aspects of the works, including concept design, resource consents, detailed design, Construction Statement, award of tender and construction. This programme shall be structured to ensure that HCC can meet its' commitments described in paragraph 7.9. The programme shall be monitored on a regular basis by both parties.
- 7.3 HCC shall prepare concept designs and cost estimates for the pump station, outlet culvert and outlet channel and forward these to GWRC for consideration. HCC shall seek agreement from GWRC on a preferred option that HCC can proceed with to detailed design and agreement on the extent of joint design opportunities relating to the preferred solution.
- 7.4 HCC shall complete the detailed design drawings of the pump station, based on the adopted preferred concept design solution, in accordance with the programme prepared under paragraph 7.2. HCC shall submit the detailed design drawings, of the pump station, to GWRC for comment.
- 7.5 HCC shall prepare a Draft Construction Statement which sets out details on issues such as, but not limited to, the construction methodology, earthworks procedures in existing stop banks, procedures for maintaining the security of the flood defence system and protection of the pump station works during construction. It shall also detail procedures for communications with GWRC and possible GWRC contractors working in the general site area.
- 7.6 HCC shall be responsible for obtaining all resource consents and building permits required for the construction of the pump station.
- 7.7 HCC shall be responsible for selecting a preferred contractor and awarding a contract for the construction of the pump station. Once a contract has been awarded, HCC shall, in conjunction with the Contractor, review and finalise the Construction Statement and forward this to GWRC no less than two weeks prior to the commencement of any works.

- 7.8 HCC shall be responsible for the management of the contract works for the construction of the pump station. HCC shall ensure that the contract works are completed in accordance with the design, building permits, resource consents and construction statement.
- 7.9 HCC shall ensure that the pump station is completed and functional by 30 June 2006.
- 7.10 HCC shall grant GWRC full observer status for the contract works. This shall include, but not be limited to, GWRC having full access to the site, an invitation to attend all site meetings held with the contractor, a copy of all reports from the Engineer managing the contract to HCC, a copy of all claims from the contractor and all payment certificates from the Engineer.
- 7.11 HCC shall ensure that all contractors and consultants employed by HCC, on the design and construction of the pump station, shall co-operate in a professional manner with GWRC staff and any of their contractors and consultants engaged on GWRC's Ava Rail Bridge stopbank improvements.

8. GWRC Responsibilities

- 8.1 GWRC shall be responsible for the design of the outlet culvert extension and outlet channel works. GWRC shall also be responsible for the design of all river channel and stopbank improvement works in the vicinity of the pump station.
- 8.2 GWRC shall forward the preliminary design details of the stopbank works to HCC so that the GWRC design solutions can be used by HCC for their development of the concept design of the pump station, outlet culvert and outlet channel. These design details shall be forwarded to HCC in a timely manner that allows HCC to meet its obligations described in paragraph 7.3.
- 8.3 GWRC shall forward any comments on the concept design of the pump station, outlet culvert and outlet channel, prepared by HCC, and liaise with HCC in order to facilitate agreement on a preferred solution and the extent of design work to be carried out jointly or separately.
- 8.4 GWRC shall forward any comments, on the detailed design for the pump station and the draft Construction Statement, to HCC in a timely manner that is consistent with the programme prepared by HCC under paragraph 7.2.
- 8.5 GWRC, jointly with HCC or separately, shall implement the detailed design and construction of the outlet culvert and any temporary works required at the outlet in a timely manner that is consistent with the programme prepared by HCC under paragraph 7.2.

- 8.6 GWRC shall ensure that all contractors and consultants employed by GWRC, on the design and construction of the Ava Bridge section of the Hutt River waterway upgrade project, shall co-operate in a professional manner with HCC staff and any of their contractors and consultants engaged on the HCC works.
- 8.7 GWRC shall be responsible for all approvals and construction of the stopbank and other flood protection measures in the vicinity of the pump station. This shall include the stopbanks, outlet culvert extension, outlet channel and removal of the existing “training bank” associated with the project.
- 8.8 GWRC shall grant a Right of Way Easement, in favour of HCC, that allows unrestricted legal access to the pump station via an access road over GWRC land. The Right of Way Easement document shall also allow for the maintenance of any services (underground or overhead) that might be required as part of the pump station.
- 8.9 GWRC shall grant a Drainage Easement, in favour of HCC, over the area of land occupied by the pump station that provides HCC with legal occupation on the land.

9. Ownership

- 9.1 HCC shall own the service access road and pumping station, including any spillway, outlet structures and energy dissipater structure, up to the entry into the outlet channel.
- 9.2 GWRC shall own the gravity outlet culvert beneath the stopbank and its extension, the outlet floodgates, the outlet channel, from the floodgates and the pump station to the Hutt River.

10. Operation, Maintenance and Future Administration

- 10.1 HCC shall be responsible for the operation, maintenance and replacement of the pump station, including any spillway and energy dissipater structures associated with it.
- 10.2 HCC shall be responsible for the administration and maintenance of the Opahu Stream, upstream of the pump station and shall meet the full costs associated with this, following the completion of the pump station. The current Watercourses Agreement arrangement and annual GWRC contribution to Opahu Stream maintenance will be terminated after the completion of the pump station.
- 10.3 GWRC shall be responsible for the operation and maintenance of the river channel, all stopbanks and other flood protection facilities, including the gravity outlet culvert, floodgates and outlet channel, excluding the pump station. GWRC shall also be responsible for any repairs to the gravity outlet culvert, floodgates and outlet channel that might be necessary as a result of flood damage.

11. Payment

- 11.1 GWRC shall pay all costs associated with the statutory approvals, design and construction of the gravity outlet culvert extension and the modifications to the outlet channel.
- 11.2 HCC shall pay for the approvals, design and construction of the pump station but shall receive contributions towards these costs, from GWRC, as set out in clause 11.3.
- 11.3 GWRC shall pay HCC 50% of the cost associated with the statutory approvals, design and construction of the pump station excluding officer costs, up to a maximum of \$495,000 (excluding GST). GWRC shall make one progress payment at the end of the 2004/05 financial year and quarterly thereafter following the receipt of invoices together with certificates required in accordance with clause 11.4.
- 11.4 HCC shall submit contract payment certificates, prepared by an independent party, to GWRC as proof of actual sums spent on the pump station approvals, design and contract works.
- 11.5 Each party will pay Goods and Services Tax (GST) under the Goods and Services Tax Act 1985 to the other, on all payments under this agreement that apply under the Goods and Services Tax Act 1985.

12. Disputes

- 12.1 This agreement reflects the commitment of both Councils to the project and was prepared in good faith on the basis of information available at the time. This does not preclude either party approaching the other for a review of this agreement as a consequence of change in circumstances.
- 12.2 In the event of a dispute between the two parties arising from this Agreement or any other aspect of the project, the two parties shall discuss the dispute in good faith and, if not resolved, then appoint a mutually acceptable Arbitrator to decide the dispute. Both parties agree to accept the decision of the Arbitrator. Both parties to share the costs involved with the dispute.

Signed for and on behalf of The Hutt
City Council (HCC)

Signed for and on behalf of Greater
Wellington – The Regional Council
(GWRC)

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(name):

(name):

Date:

Date:

Witness on behalf of The Hutt City
Council (HCC)

Witness on behalf of Greater
Wellington – The Regional Council
(GWRC)

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(name):

(name):

Date:

Date:

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Schedule A: Technical and Committee reports

1. “Opahu Stream Outlet Pump Station Feasibility Design” Optimx. Prepared for the HCC and GWRC, November 2001
2. “Hutt River Floodplain Management Plan: Ava Railway Crossing Feasibility Study, Addendum One, Option 1D Feasibility Design” Holmes Consulting Group. Prepared for the GWRC and Tranz Rail Limited, March 2002
3. Report to the Strategy and Policy Committee of Hutt City Council:
“Hutt River Flood Protection Improvements Opahu Stream (Black Creek) pumping”
Report No. S&P 2003/2/3 of 5 February 2003
4. Report to the Landcare Committee of Greater Wellington – the Regional Council
“Hutt River Floodplain Management Plan: Stopbank strengthening works and Opahu Stream pumping at Ava Bridge” Report No. 03.92 of 11 February 2003

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Schedule B: Programme and implementation process

A Programme

Item	2003/04	2004/05	2005/06	2006/07	2007/08
Pumping Station	Survey and Hydraulic Modelling and concept design (HCC) Agree concept design (GWRC)	Design and Consent application (HCC)	Construction (HCC)		
Gravity outlet culvert extension		Detailed Design (GWRC)	Construction (GWRC)		
Stopbank strengthening works and outlet channel	Layout Design (GWRC)	Detailed Design (GWRC)	Tendering Process (GWRC)	Construction (GWRC)	Construction (GWRC)

B Proposed implementation process

The implementation process for the design and construction of the pumping station and outlet improvements shall be as follows:

- GWRC prepare a preliminary stopbank layout and forward to the HCC
- HCC prepare concept design options and cost estimates for the pump station, the gravity culvert extension, and outlet channel
- GWRC and HCC agree on a preferred concept design for the detailed design
- GWRC and HCC consider joint or separate implementation opportunities for the design and construction of the works
- GWRC and HCC prepare detailed designs jointly or separately working in close liaison and obtaining cross approvals
- GWRC and HCC obtain Resource and Building consents
- GWRC and HCC construct works as per agreed implementation at concept stage.