Project Agreement with respect to Kāpiti Expressway:

Process for Revocation of State Highway 1

NZ Transport Agency (NZTA)

Kāpiti Coast District Council (KCDC)

PROJECT AGREEMENT WITH RESPECT TO PROCESS FOR REVOCATION OF STATE HIGHWAY ONE - KĀPITI EXPRESSWAY

Date: thisday of August 2012

PARTIES

NZ Transport Agency a Crown Entity established under section 93 of the Land Transport Management Act 2003, and its successors at law (*NZTA*).

Kāpiti Coast District Council a territorial authority, and its successors at law (*KCDC*).

DEFINITIONS

Date of revocation, if the Chief Executive of the Ministry of Transport (the *Secretary*) makes a decision to revoke the State highway status of the relevant State highway, means the date at which any such revocation takes effect as specified in any *Gazette* notice revoking the State highway status.

Fit for Purpose means that at the date of revocation the revoked section of State highway 1 will provide a level of service equivalent to other roads providing a similar function within the local road network and be safe.

BACKGROUND

- A The NZTA wishes to construct, operate and maintain the MacKays to Peka Peka section (*Kāpiti Expressway*) of the Wellington Northern Corridor Road of National Significance (*Wellington RoNS*).
- B The Kāpiti Expressway forms an approximately 16 kilometre length section of the Wellington RoNS. It covers the improvements planned for the State highway corridor from Raumati at the southern end, continuing through Paraparaumu and Waikanae to Peka Peka in the north.
- C The Kāpiti Expressway will predominantly follow the path of the previous but now withdrawn Sandhills Motorway designation and will deliver:
 - a four lane highway with four full or half interchanges at Poplar Avenue, Kāpiti Road, Te Moana Road, and Peka Peka Road respectively,
 - construction of new local roads and access roads to retain local connectivity, and
 - an additional crossing of the Waikanae River.
- D The NZTA lodged a Notice of Requirement for a designation and resource consent applications for the Kāpiti Expressway with the Environmental Protection Authority (*EPA*) on 20 April 2012.
- E The NZTA has the sole powers of control of the State highway network.

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- F KCDC has the sole powers of control of the local road network.
- Once the Kāpiti Expressway has been constructed, the section of what is currently State highway 1 from Poplar Avenue to Peka Peka Rd may no longer be required for State highway purposes. This section of road is more particularly defined as route position 1012/0.00 to route position 1023/5.00.
- H NZTA proposes to make a recommendation to the Secretary in relation to whether the State highway status should be revoked in respect of that section of State highway 1 from Poplar Avenue to Peka Peka Rd, subject to the final decision and any conditions imposed on any designation and resource consents, if granted, with respect to the Kāpiti Expressway.
- I The effect of any revocation is that the Poplar Avenue to Peka Peka Rd section of State highway 1 would become a local road for which KCDC would be responsible.
- The parties agreed to a series of objectives as the basis for advancing consideration of the Kāpiti Expressway under an Alliance structure. These objectives include:

The nature and scale of the existing State Highway 1, especially at Waikanae and Paraparaumu town centres, shall deliver a viable and attractive roading and access system for local needs; that is, is able to accommodate the impacts of projected passenger transport movement and growth, vehicle, pedestrian and cycle movements and enhances those town centres.

- K Before making a recommendation to the Secretary, NZTA is required to consult with a number of people, including KCDC.
- L The MacKays to Peka Peka Expressway Alliance completed a SH1 (Kāpiti) Reconfiguration Scheme Design Report, including indicative costings, dated 11 November 2011, following a formal public consultation process with the Kāpiti community in August 2011. The indicative costings have been updated by the Alliance the latest version dated 31 July 2012 is attached as Appendix One.

THE PARTIES AGREE as follows:

- 1 Parties' Objectives in Undertaking this Agreement
- 1.1 The parties' objectives as they relate to this Agreement are to:
 - (a) document the works which would be 100% funded by the NZTA as part of the Kāpiti Expressway project being works for the purpose of rendering the Poplar Avenue to Peka Peka Road section of State highway 1 fit for purpose at the time of any revocation of State highway status (Category 1 works). This includes documenting the agreed future form and function of the Poplar Avenue to Peka Peka Road section of State highway 1 (which is relevant to determining whether or not any such works would render it "fit for purpose"),



- (b) document the agreed range of works to achieve a future form and function of the Poplar Ave to Peka Peka Rd section of SH1 that if undertaken by KCDC, KCDC would apply to NZTA for part funding (Category 2 works);
- (c) document those activities that if undertaken by KCDC would be fully funded by KCDC (*Category 3 works*), and
- (d) agree a process for the NZTA making a recommendation as to whether or not to revoke the State highway status of the existing State highway 1.

2 Objectives in ensuring "fit for purpose"

- 2.1 The parties agree that the following objectives apply to ensuring the Poplar Avenue to Peka Peka Rd section of State highway 1 is 'fit for purpose' at the time of any revocation.
 - (a) Affordable have achieved value for money;
 - (b) Risk-based have provided a resilient network;
 - (c) Integrated and optimised the Poplar Avenue to Peka Peka Road section of State highway 1 shall function as an effective part of the district and regional transport network; and
 - (d) Future-proofed the Poplar Avenue to Peka Peka Road section of State highway 1 shall maintain its ability to operate as an emergency bypass route.
- 2.2 The parties agree that the following objectives apply to the ultimate form and function of the Poplar Avenue to Peka Peka Rd section of State highway 1 if its State highway status is revoked:
 - (a) That it provide a nature and scale, especially at Waikanae and Paraparaumu town centres, which delivers a viable and attractive roading and access system for local needs;
 - (b) That it is able to accommodate the impacts of projected passenger transport movement and growth, vehicle, pedestrian and cycle movements; and
 - (c) That it enhances the Waikanae and Paraparaumu town centres.

3 Parties Obligations

- 3.1 The parties recognise that the NZTA and KCDC have functions and obligations:
 - (a) Arising from their respective statutory roles and responsibilities;



- (b) In the case of the NZTA, including, but not limited to, under the Land Transport Management Act 2003 (*LTMA*) and the Government Roading Powers Act 1989; and
- (c) In the case of the KCDC, to the ratepayers and residents of the Kapiti Coast District.
- 3.2 The parties' obligations under this Agreement are conditional on:
 - (a) Resource Management Act 1991 (*RMA*) approvals required for the Kāpiti Expressway being granted; and
 - (b) The NZTA deciding, in its sole discretion, to proceed with construction of the Kāpiti Expressway.
- 3.3 The physical works described in this Agreement will only be given effect to once construction of the Kāpiti Expressway has commenced.
- 3.4 The NZTA's obligations under this Agreement are subject to NZTA's statutory obligations and any conditions imposed on any designation and resource consents granted with respect to the Kāpiti Expressway.
- 3.5 KCDC's obligations in relation to any matter under any revocation process are subject to KCDC's statutory obligations.
- 3.6 The parties agree to carry out any actions or make any decisions required under this Agreement in a timely and reasonable manner.
- 4 Development of Underpinning Design Framework
- 4.1 The Alliance has undertaken as part of the MacKays to Peka Peka Expressway Project the development of design concepts for the current State highway 1 between Poplar Avenue and Peka Peka should the Kāpiti Expressway project proceed with some of those design concepts only applying if the State highway status of that section of State highway 1 is revoked. The index of the associated documentation can be found in Appendix Two.
- 4.2 The parties note that the following are the formally adopted objectives of the Alliance's SH1 Reconfiguration workstream which guided the development of the design concepts as set out in Appendix Two:
 - (a) Traffic Function

Retain the current State highway 1 as the main spine road for the local road network and allow it to function as a national distributor road in the event of an emergency.

(b) Local Planning

Maintain economic viability of the District's existing major town centres as social, employment, retail and transport nodes.

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(c) Safety

Exhibit best practice in the design of the local network including the existing State Highway and be consistent with urban design standards.

(d) Urban form

Accommodate the impacts of projected passenger transport movement and growth, vehicle, pedestrian and cycle movements and enhance those town centres.

(e) Strategy

Achieve consistency with the District's Development Management Strategies and associated regulatory policy (including the District Plan and Plan Changes 79 and 80).

(f) Value for Money

Deliver project solutions that show value for money and are consistent with NZTA's funding requirements and mitigation requirements.

- 4.3 The parties also note that the form and function of the section of State highway 1 running from Poplar Avenue to Peka Peka Road, should its State highway status be revoked, will be determined by applying the following criteria:
 - (a) Identifying the network function of the road (at the time of handover) based on the existing local road hierarchy and surrounding land use, the KCDC sustainable transport strategy and asset management plan needs;
 - (b) Identifying the level of service that will reasonably meet the network function of the road, as defined in the relevant asset management plans;
 - (c) Undertaking a safety assessment to ensure that change in function will not create a safety defect that did not exist before; and
 - (d) Identifying whether the road needs to fulfil functions beyond the functions it would be required to fulfil solely as a local road.

5 Three Step Process for Funding of Revocation Package

5.1 Both parties will follow the process outlined in Appendix Three.

Step 1: Allocation of Funding Contributions

5.2 On the basis of the SH1 (Kāpiti) Reconfiguration Scheme Design Report, dated 11 November 2011, which included indicative costings, and the Outline Specification in Appendix Four, the NZTA and KCDC have agreed to the allocation of funding responsibility, under three categories:



- (a) Activities funded at 100% by NZTA and undertaken by the NZTA as part of the Kāpiti Expressway project (*Category 1 Works*). The following works along the Poplar Avenue to Peka Peka Road section of State highway 1 will be assessed as part of the delivery of the Kāpiti Expressway project:
 - (i) Carriageway modification including kerbs, medians, pavement removal and stabilisation and service relocation to achieve a safe urban street and rural road environment to the satisfaction of KCDC and the NZTA,
 - (ii) Intersection improvements to achieve safe intersections to the satisfaction of the KCDC and the NZTA, and
 - (iii) All temporary traffic management activities associated with the Kāpiti Expressway Project including the reconfiguration of State highway 1.
- (b) Activities that may be part funded by NZTA and part funded by KCDC in proportions determined by the appropriate financial assistance rate. The following works will be assessed for funding by NZTA at the relevant financial assistance rate (53% at 2012) (Category 2 Works):
 - (i) Off road walkway and cycleway works, in the vicinity of the Poplar Avenue to Peka Peka Road section of State highway 1 including pedestrian crossings, lighting and signage which demonstrate safety and transport benefits to the satisfaction of the NZTA and KCDC.
- (c) Activities in the vicinity of the Poplar Avenue to Peka Peka Road section of State highway 1 fully funded by KCDC (*Category 3 Works*). This includes:
 - (i) Feature landscaping
 - (ii) Tree planting
 - (iii) Street furniture
 - (iv) Bio-retention swales, rain gardens and devices unless demonstrated necessary to treat contaminants arising from new areas of pavement.
- 5.3 For the avoidance of doubt, KCDC will not request the NZTA to fund those items identified under 5.2(c) above.
- 5.4 Any request for NZTA funding of transport/bus shelters will be assessed independently of this agreement and will be considered on its merits.

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Step 2: Seeking Package Approval

5.5 KCDC agrees that in order for the NZTA to make a decision regarding any funding for the Category 2 Works that NZTA must follow established NZTA processes. The parties agree that NZTA will seek package approval for the Category 2 Works. The parties note that at as at the date of this Agreement that the benefit/cost ratio for the Category 2 Works has been indicatively assessed as 1.1.

Step 3: Funding Approval Sought

- The NZTA Highways and Network Operations business unit shall seek indicative funding approval for the construction of the Category 1 Works as part of the funding approval for the construction of the Kāpiti Expressway project.
- 5.7 If the Category 2 Works are endorsed for funding as a package of works by the NZTA Planning and Investment business unit, KCDC will at its discretion seek approval for partial funding of any such package at approximately the time that funding approval is sought for the final design of the Kāpiti Expressway project. This is likely to be in the second quarter of 2013.
- 5.8 The parties note their current intentions that detailed business cases will be submitted for approval of funding for Category 1 and 2 Works prior to the implementation of the Kāpiti Expressway. However, the parties agree that if there is a delay in KCDC submitting a detailed business case for the Category 2 Works that will not prevent NZTA from commencing implementation of the Expressway.
- 6 Matters not Addressed Under This Agreement
- 6.1 The parties agree that the following matters will not be addressed in the context of this Agreement:
 - (a) Existing bridges seismic condition

The parties note that the question of the seismic condition of any bridge on the Poplar Avenue to Peka Peka Road section of State highway 1 has not been addressed at the time of signing this Agreement and remains to be identified.

The parties agree that any seismic performance risks will be taken into account by the NZTA in making a recommendation to the Secretary as to whether or not to revoke the State highway status of the Poplar Avenue to Peka Peka Road section of State highway 1.

- (b) Maintenance funding allocations
- (c) Rationalisation of existing RMA Designations
- (d) Disposal of surplus land



7 Process for NZTA making a Recommendation

- 7.1 The NZTA shall make best efforts within 24 months of the Kāpiti Expressway becoming operational to make a recommendation to the Secretary, pursuant to section 103 of the Land Transport Management Act 2003, in relation to whether the State highway status should be revoked in respect of the Poplar Avenue to Peka Peka Road section of State highway 1.
- 7.2 NZTA will keep KCDC informed of the progress of that recommendation and the Secretary's decision.
- 7.3 NZTA will continue to manage and maintain the Poplar Avenue to Peka Peka Road section of State highway 1 to provide the current level of service until such time as the State highway status of this section of State highway 1 may be revoked, at which time this section of State highway 1 shall become local road for which the KCDC shall be responsible.
- 7.4 If the Secretary approves a recommendation to revoke, then the NZTA will:
 - (a) Provide KCDC with all the information held by the NZTA relating to the Poplar Avenue to Peka Peka Road section of State highway 1 within NZTA's asset management system, 10 year programme, plan records, risk register, bylaws, Limited Access Road (LAR) status and other records or databases held by the NZTA; and
 - (b) Develop with the KCDC, the parties' ongoing areas of responsibility (maintenance boundaries) at the interface between the new State highway and local road network.

8 KCDC's Obligations

- 8.1 If the Secretary approves a recommendation to revoke, then the KCDC will:
 - (a) Operate and manage what is currently the Poplar Avenue to Peka Peka Road section of State highway 1 as a major community connector (as set out in the network hierarchy and according to levels of service set out in the relevant asset management plans) after revocation and regulate the land uses in the area to ensure the continuation of this status, and
 - (b) Ensure that the ongoing operation of the major community connector maintains its ability to operate as an emergency bypass route.

9 Work Standards

- 9.1 All Category 1, Category 2 and Category 3 Works will generally comply as applicable with the following documents (or their later versions):
 - (a) KCDC Subdivision and Development Principles and Requirements 2010 DRAFT

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- (b) NZTA Standards
- (c) NZS 4404:2004 Land Development and Subdivision Engineering Standard
- (d) Austroads, Guide to Road Design 2009
- (e) AS/NZS Standards
- 9.2 The design standards and specifications may vary from that drawn in State highway 1 Reconfiguration (Kāpiti) Scheme Design Report, 11 November and drawings (Volume 3) dated 30 September 2011 and specified in this document but only by agreement between the parties. For further detail see the relevant sections of Appendix Four State Highway 1 (Kapiti) Reconfiguration Outline Specification.
- 9.3 The obligations in clauses 9.1 to 9.2 are subject to any conditions imposed on any relevant statutory approvals for the works.

10 Revocation Process

If the Secretary approves a recommendation to revoke the State highway status of the Poplar Avenue to Peka Peka Road section of State highway 1, then:

- 10.1 NZTA will carry out all routine maintenance to provide the current level of service to within two weeks prior to the date of revocation;
- 10.2 KCDC will carry out all routine maintenance from the date of revocation; and
- 10.3 KCDC and the NZTA shall jointly inspect the Poplar Avenue to Peka Peka Road section of State highway 1 to identify any remedial work not completed.

11 Limited Access Road Status

- 11.1 The Poplar Avenue to Peka Peka Road section of State highway 1 has limited access road status. If the state highway status is revoked from the this section of State highway 1, then in terms of section 96 of the Government Roading Powers Act 1989 the State highway ceases to be a State highway, and it is deemed to be a limited access road created under the Local Government Act 1974; and the administration of that road shall pass to KCDC.
- 11.2 If KCDC wishes NZTA to remove the limited access road status over any parts of the Poplar Avenue to Peka Peka Road section of State highway 1, then it shall advise the NZTA of this prior to, or during, the consultation process to be carried out pursuant to section 103(8) of the LTMA. KCDC acknowledges that the NZTA would be required to comply with all obligations under the Government Roading Powers Act 1989 in relation to any proposed revocation of limited access road status. If the State highway is still a limited access road at the date of any revocation of State highway status, then responsibility for any revocation of limited access road status of that section of road would rest with KCDC.



12 Force majeure

- 12.1 Neither party shall be liable for any failure or delay in performance under this Agreement to the extent that such failures or delays are proximately caused by conditions beyond the parties' reasonable control which the party claiming the benefit of this force majeure clause is unable to overcome by the exercise of reasonable diligence and at a reasonable cost; including but without limitation:
 - (a) An Act of God, fire, earthquake, storm, flood or landslide
 - (b) Explosion, public mains electrical supply failure or nuclear accident
 - (c) Sabotage, riot, civil disturbance, insurrection, epidemic, national emergency (whether in fact or law) or act of war (whether declared or not),

but does not include any event which the party claiming the benefit of this force majeure clause could have prevented or overcome by exercising a standard of reasonable care or reasonable endeavours.

13 Dispute Resolution

- 13.1 If any dispute arises under this Agreement, the parties agree to comply with the following provisions of this clause before commencing any other form of dispute resolution (including court proceedings).
- 13.2 Any party claiming that a dispute has arisen under this Agreement between the parties shall give written notice to the other party of the dispute and require both of the parties' representatives to meet together to attempt to settle the dispute. The other party shall, upon receipt of such notice, promptly ensure that its representatives attend such meeting and attempt to resolve the dispute.
- 13.3 The parties shall use their reasonable endeavours to ensure that the parties' representatives who attend a meeting under clause 13.2 shall, within 10 business days after the giving of the notice, seek to resolve the dispute.
- 13.4 The parties shall within a further period of 10 business days (or within such longer period as the representatives may agree is appropriate), use their reasonable endeavours to agree, in good faith, on a process for resolving the whole or part of the dispute through means other than litigation or arbitration (including, without limitation, further negotiations, mediation, conciliation or independent expert determination).
- 13.5 In the unlikely event that agreement is not reached through escalation, the parties shall agree to arbitration on the following basis:
 - (a) The arbitration shall be conducted by a sole arbitrator in New Zealand pursuant to the Arbitration Act 1996;

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- (b) The parties' respective responsibilities for the costs of the arbitration shall be determined by the arbitrator; and
- (c) The parties shall be bound by the decision of the arbitrator.

Provided always that the arbitrator shall have no jurisdiction in relation to any dispute that concerns the operation (including, without limitation, the exercise or non-exercise) of any statutory function, obligation or power of either the NZTA or KCDC.

13.6 The parties acknowledge that any negotiated or arbitrated outcome or outcome arising as a result of an independent expert determination will need to be consistent with any conditions imposed on any designations, resource consents or other statutory authorisations obtained for the Kapiti Expressway and with the statutory functions, obligations and powers of the NZTA and KCDC.

14. Notices

- 14.1 Any notice, demand, consent or other communication (*Notice*) given or made under this Agreement:
 - (a) Must be in writing and signed by a person duly authorised by the sender
 - (b) Must either be delivered to the intended recipient by post or by hand or fax to the address or fax number below of the address or fax number last notified by the intended recipient to the sender



14.2 Unless and until the relevant party gives notice of different contact details the parties contact details for the purposes of this Agreement are:

NZTA - State highway Manager – Wellington PO Box 5084, Lambton Quay Wellington 6145 Fax: 64 4 894 3305

KCDC - Chief Executive
Kapiti Coast District Council
Private Bag 60601
Paraparaumu 5254

15 Conditional Agreement

15.1 This Agreement is conditional upon the approval of the elected Council of the Kāpiti Coast District Council.

EXECUTED as an agreement

Signed on behalf of the **NEW ZEALAND TRANSPORT AGENCY**

by

Rod James

State Highway Manager, Wellington

Lyndon Hammond

Planning and Investment Manager,

Central

Signed on behalf of the KĀPITI COAST DISTRICT COUNCIL

by

Patrick Dougherty

Chief Executive Officer

Appendix One: SH1 Kapiti Reconfiguration Project Costing Matrix (by Priority Area) 31 July 2012



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INDICATIVE COSTINGS

Revision 18



Appendix Two:

Design Concepts – State highway 1 Reconfiguration

The following reports were generated by the M2PP Alliance to explore and define design concepts for the future reconfiguration of State highway 1 between Poplar Ave Raumati and Peka Peka Road, Kapiti.:

SH1 Reconfiguration (Kāpiti) Scheme Design Report dated 11 November 2011

Volume 1 SH1 Reconfiguration (Kāpiti) Scheme Design Report

Volume 2 Costing Schedules

Volume 3 A3 size drawings

Appendix 1: SH1 Revitalisation Traffic Assessment dated 30 May 2011

(bound in Volume 1)

Appendix 2: Current SH1 Modification Consultation Report dated October 2011

(bound in Volume 1)

SH1 (Kāpiti Coast) Revitalisation Options - Functionality Report dated 9 June 2011.

Volume 1 SH1 (Kāpiti Coast) Revitalisation Options - Functionality Report

Volume 2 A4 size appendices

Volume 3 A3 size drawings

DRAFT Report:

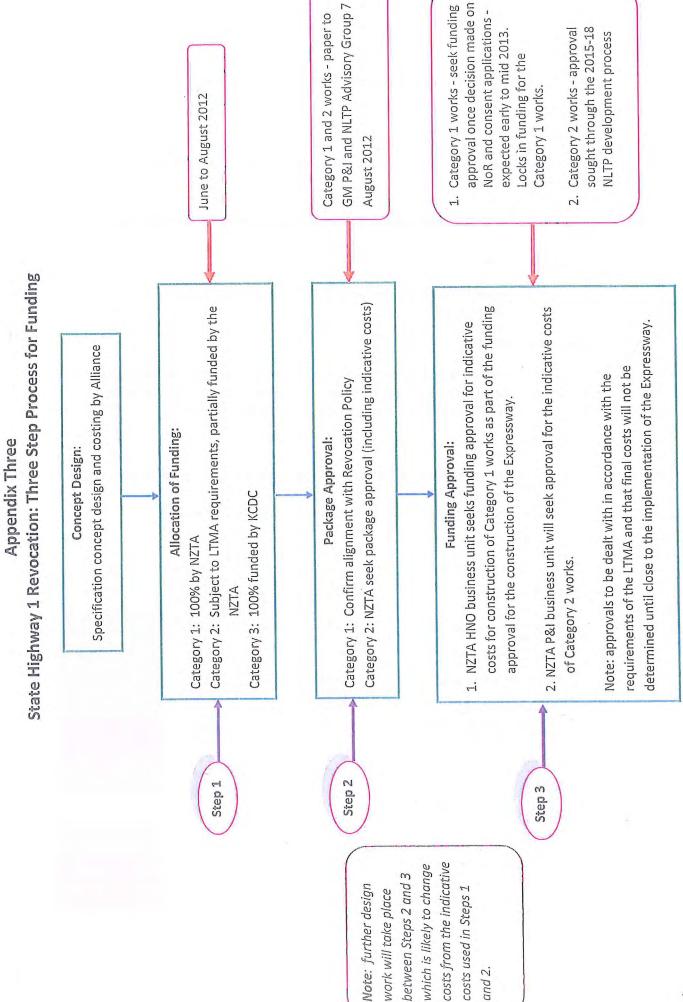
Cycleway/Walkway Alternatives - SH1 Reconfiguration Project (13 June 2012)



Appendix Three:

State highway 1 Revocation - Three Step Process for Funding







Appendix Four:

State Highway 1 (Käpiti) Reconfiguration - Outline Specification

1 Scope

This Outline Specification describes the standard of work scoped in the State Highway One (Kāpiti) Reconfiguration Scheme Design, 30th September 2011, completed by the M2PP Alliance for the NZTA.

2 State Highway 1 Scheme Design Zones – Poplar Avenue to Peka Peka

Town Entry Zones include:

 Poplar Avenue to Ihakara Street intersection, including the roundabouts

Town Centre Zones include:

- Paraparaumu Town Centre from Ihakara Street to Ventnor Drive
- Waikanae Town Centre from Waikanae Bridge to the Waikanae Northern Urban Limit (i.e. AMP's north boundary)

Rural Zones include:

- Ventnor Drive to Waikanae Bridge, excluding the Otaihanga Roundabout
- Waikanae Northern Urban Limit to Peka Peka Road

	Zone	CH Start	CH finish	Length/ m	Future Character Zone
1	Poplar to Raumati Rd	125	1400	1275	Town Entry
1a	Raumati new RBT	1400	1500	100	Town Entry
2	Raumati to Ihakara	1500	2070	570	Town Entry
2a	Ihakara new RBT	2070	2200	130	Town Entry
3	Ihakara to Kāpiti +120m	2200	3000	800	Town Centre
4	Amohia to Ventnor	3000	4300	1300	Town Centre
5	Ventnor to Otaihanga	4300	6300	2000	rural
÷	Otaihanga RBT by others				
6	Otaihanga to Waikanae Bridge	6500	9350	2850	rural
7	Waikanae Bridge to Te Moana Rd	9350	9750	400	Town Centre
8	Te Moana Rd to Martin St	9750	10400	650	Town Centre



9	Martin to Waikanae Urban Limit	10400	11500	1100	Town Centre
10	Waikanae Urban Limit to Peka Peka	11500	13550	2050	rural
	Total S	13225			

Table 1- State Highway 1 Zones table

3 Carriageway Modifications

3.1 Services Relocations

Service relocations shall be carried out in a manner as agreed with the service provider and located as to Councils approved layout.

3.2 Trenching and Bedding.

Standard bedding and trenching materials shall be used.

3.3 Pipework

Where pipe work needs relocating new pipes of similar size and standard will be installed. Note that small asbestos cement water mains are to be replaced with polyvinyl chloride (PVC) pipes and those 250mm diameter or larger are to be replaced with ductile iron (DI) pipes. Gravity asbestos cement wastewater pipes are to be replaced with PVC pipes and wastewater rising mains are to be replaced with polyethylene (PE) pipes. All pipework is to meet Council Standards and be approved by the Engineer.

3.4 Stormwater Sumps

Where stormwater sumps are to be relocated due to the kerb and channel moving, a similar sized sump is to be used. Where practicable the new sump shall line up with the existing sump lead to allow for extending or reducing the existing lead in a straight line. Standard Kāpiti Coast District Council trap sumps, or other Council approved trap sump arrangements, shall be used.

3.5 Cable Relocations

Where practicable pull the existing cables to one side to relocate. Where it is not practicable to pull existing cables to one side, a similar size and standard of cable shall be used.

3.6 Pavement Removal and Stabilisation

Where any pavement is to be removed it shall have saw cut edges and a kerb edging

3.7 Carriageway Width

For carriageway widths refer to State Highway 1 Reconfiguration (Kapiti) Scheme Design Drawings, 30 November 2011 (located in M2PP Library).

In summary:

- 3.5m wide traffic lanes
- 1.5m wide cycle lanes where the speed limit is less than 80 km/hr
- 2m wide cycle lanes where the speed limit is 80 km/hr or greater
- 0.5m wide rural shoulder



3.8 Topsoil and Grassing

All grassed areas shall have a minimum of 150mm topsoil and the seed mixture shall be: 85% amenity ryegrass and 15% red fescue (or other as approved by the Council).

3.9 Pavement Reconstruction

The following are guidelines only and may not be needed in all cases:

- Urban road reconstruction shall consist of geotextile (Terram 1500), 460mm subbasecourse GAP65, 150 mm basecourse AP40 and 40mm AC (Mix 10).
- Where rural roads require widening for the cycle lanes the pavement shall be 200mm of AP65 sub-basecourse, 100mm of M4 basecourse and a two coat chipseal (with a subgrade CBR 4% minimum).

All materials used in pavement reconstruction shall comply with the relevant NZTA specifications.

4 Pavement Resurfacing

4.1 Asphalt

Roads in the urban areas with a speed environment of 50km/h will have an asphalt surface. Following the completion of road layout changes (e.g. shape corrections, median removal/addition and/or pavement reconstruction) a minimum of 20mm asphalt top coat will be applied.

If International Roughness Index is more than 150 then shape corrections shall be built up with up to 100mm of asphalt; for corrections beyond this a basecourse shall be required to build up the road level and 40mm of asphalt applied above this

4.2 Chip Seal

Road surfaces beyond 50km/h areas shall be chip seal. The existing pavements shall be kept unchanged where possible. If road surfaces are required to be reshaped they shall be resealed with a two coat chipseal.

4.3 New Kerbs and Line Markings

All raised medians, traffic islands etc shall have mountable nib kerbs and be infilled with the specified media (concrete, asphalt, blocks or topsoil and grass). All kerbs, channels and dish channels shall be a minimum 20MPa, 28-day strength and comply with NZS4404:2010.

4.4 Temporary Traffic Management

Temporary Traffic Management shall comply with Part 8 of the NZTA Traffic control devices manual (TCD Manual), Dec 2008 (Code of Practice for Temporary Traffic Management (COPTTM) and any amendments).

5 Safety Works

5.1 Intersection Modifications

The new roundabouts shall have a raised, planted centre and concrete apron. The concrete apron shall have a minimum strength of 30MPa 28-day strength.



5.2 Traffic Signals

All traffic signals hardware and software shall comply with the relevant current NZTA Standard Specifications and KCDC specifications.

5.3 Pedestrian crossings and safety measures

Pedestrian crossings and tactile strips shall comply with the relevant current NZTA Standard Specifications.

5.4 Lighting

All lighting shall comply with the relevant current NZTA Standard Specifications.

5.5 Signs

All signs shall comply with the relevant current NZTA Standard Specifications.

5.6 Barriers

Where barriers are to be removed (e.g. concrete or W section) they shall be sawn off and ground down flush with the ground level.

All barriers shall comply with the relevant current NZTA Standard Specifications.

5.7 Marker posts

All marker posts shall comply with the relevant current NZTA Standard Specifications.

6 New Off Road Walkway/Cycle Ways

6.1 Paving types

Type One

Shared foot/cycle paths from Poplar Avenue to Ihakara Street and Rural Areas. Compacted loose gravel – typically between 2m and 3m wide as drawn, and a minimum 150mm depth of compacted "Kapiti Blue" 40mm AP chip. Typically no kerb and channel. Edging shall be a minimum of 100×25 hardwood edging, staked and pinned with $50 \times 50 \times 400$ posts at 750mm centres.

Type Two

Suburban Areas - Asphalt path with concrete kerb and channel -typically 2.5m wide under Ausroads standards. . Minimum 25mm M10 asphaltic concrete on a maximum 100mm depth compacted 40mm basecourse (refer to figure 3.8 of NZS 4404:2004).

Type Three

Urban Areas - Exposed aggregate in situ concrete path with concrete kerb and channel. Minimum 100mm compacted basecourse and 100mm thick concrete. Construction joints at 3m minimum centres unless steel reinforced. Concrete surfaces shall comply with NZS3114.

Type Four

Special Areas - permeable paver units around trees - e.g. surrounding trees in raised pedestrian table in Paraparaumu town centre. Permeable pavers are to be approved by the Engineer.



6.2 Recycled Pavement Option for Rural Paths

Reuse of redundant road pavement for rural walkways.

7 Bridge structures

7.1 Wharemauku Stream Bridge

The Wharemauku Stream Bridge is subject to specific design.

7.2 Rimutaka Rail Cycle Overbridge

The Rimutaka Road rail over bridge shall be a minimum 2.5m wide, have a non skid deck surface and be located a minimum 3m away from the road bridge. The structure shall have a minimum single span of 38m and meet KiwiRail track clearance requirements. The Rimutaka Rail Cycle Overbridge is subject to detailed design but an indicative locational plan is set out in Appendix 5.

Refer to Transit SH1 Paraparaumu Rail Overbridge Cycle Bridge – Scheme Assessment Report, by Opus International Consultants, 14 January 2009.

7.3 Waikanae River Bridge

Improvements will be made to the existing structure to increase cycling width (e.g. design of handrails) within budget parameters.

8 Retaining walls

Low retaining walls to form walkways shall be either a proprietary interlocking concrete system or H4 treated timber proprietary system to Engineers approval.

9 Safety Barriers/Fences

Safety barriers/fences shall be installed where the shared path is above a retaining wall or steep bank where there is a risk of falling. They shall comply with the New Zealand Building Code (NZBC).

10 Painting cycle lanes

Painting new cyclelanes and road markings - paint finishes shall comply with the KCDC Standard Specifications.

11 Landscaping

11.1 Services Relocations

Refer to 3.1 above.

11.2 Pavement removal

Refer also to 3.2.

Where pavement is to be removed to make way for tree planting, the full depth of pavement and basecourse is to be removed down to the subgrade.

Where existing road pavement is being removed to make way for grass and swale planting a minimum of 200mm depth of pavement should be removed, as approved by the Engineer.

1.1.3 Bioretention

A

Bioretention swales and cells shall be designed in accordance with ARC TP10 as a minimum and have 100mm diameter heavy duty HDPE slotted underdrains with filter fabric socking. Where pavement is to be removed to make way for the bioretention devices the full depth of pavement and basecourse is to be removed down to the subgrade.

11.4 Tree pits

Trees in urban areas will be planted within 1.5m minimum diameter and 1.5m minimum depth concrete ring root containers set 200mm below the surface. Tree pits will be well drained and filled with a selected loam-sand mix plant media.

11.5 Planting Types:

The following indicative planting types have been identified:

11.6 Mass Planting

This includes a mix of native grasses and ground cover at close planting spacing. Species list includes: Tussock, Tauhinu, Renga Renga and Sand Coprosma (or other as approved by the Engineer)

11.7 Mass Planting with tree enrichment

As per Mass planting but with addition of tree species including: Kawakawa, Cabbage tree, Nikau, Titoki, Karaka and Kanuka (or other as approved by the Engineer)

11.8 Trees

Singular trees planted at even spacing with under planting groundcover.

11.9 Clumps of trees

Clumps / Groupings of trees with under planting. Tree species include: Cabbage Tree, Pohutukawa, Alder and Pin Oak (or other as approved by the Engineer).

11.10 Swales

Swale planting includes (but not limited to): Carax, Baumea, and Coraderia. Areas that are identified for swales may require further design to calculate the feasibility and function of the swale. Species of swale planting may be selected even if the swale does not function as a low impact design bioremediation swale.

11.11 Urban Trees

Singular Tree generally planted in large tree pits with a permeable surface treatment. Trees include (but not limited to): Poplar, Eucalypytus, Pin Oak, Alder and Pohutukawa.

11.12 Grass

Mown grass generally occurs in suburban and rural character zones / sections.

All grassed areas shall have a minimum of 150mm topsoil and the seed mixture shall be: 85% amenity ryegrass and 15% red fescue (or other as approved by the Council).

11.13 Street Furniture

Street furniture shall be provided by Council to its specification.



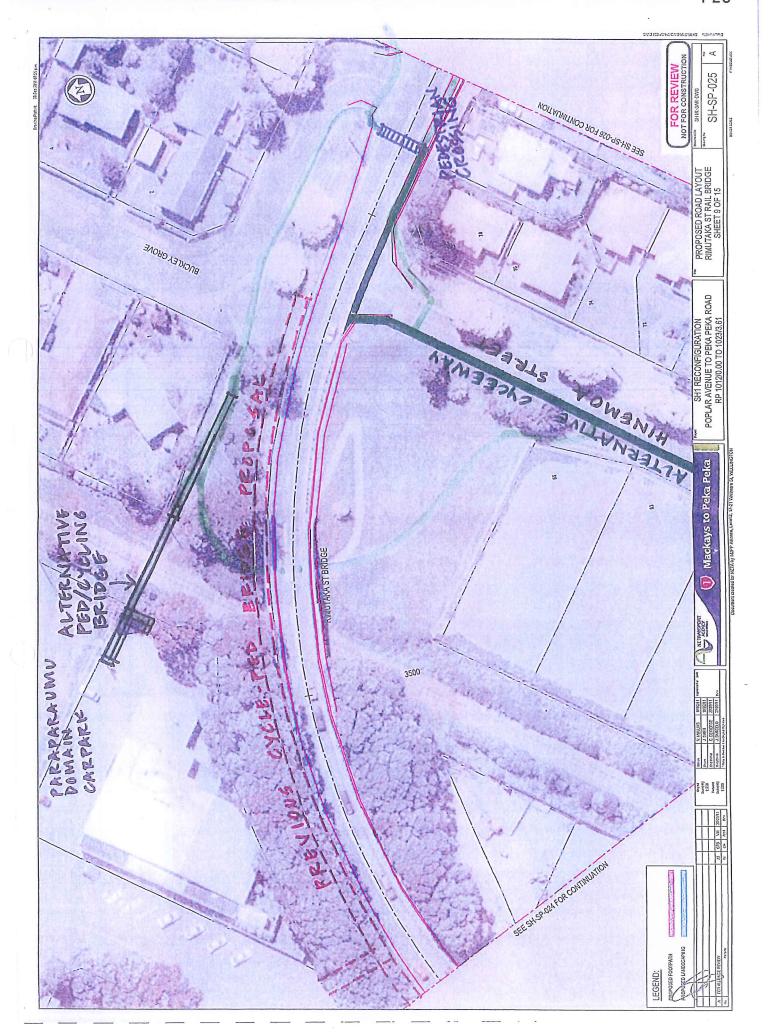
Appendix Five:

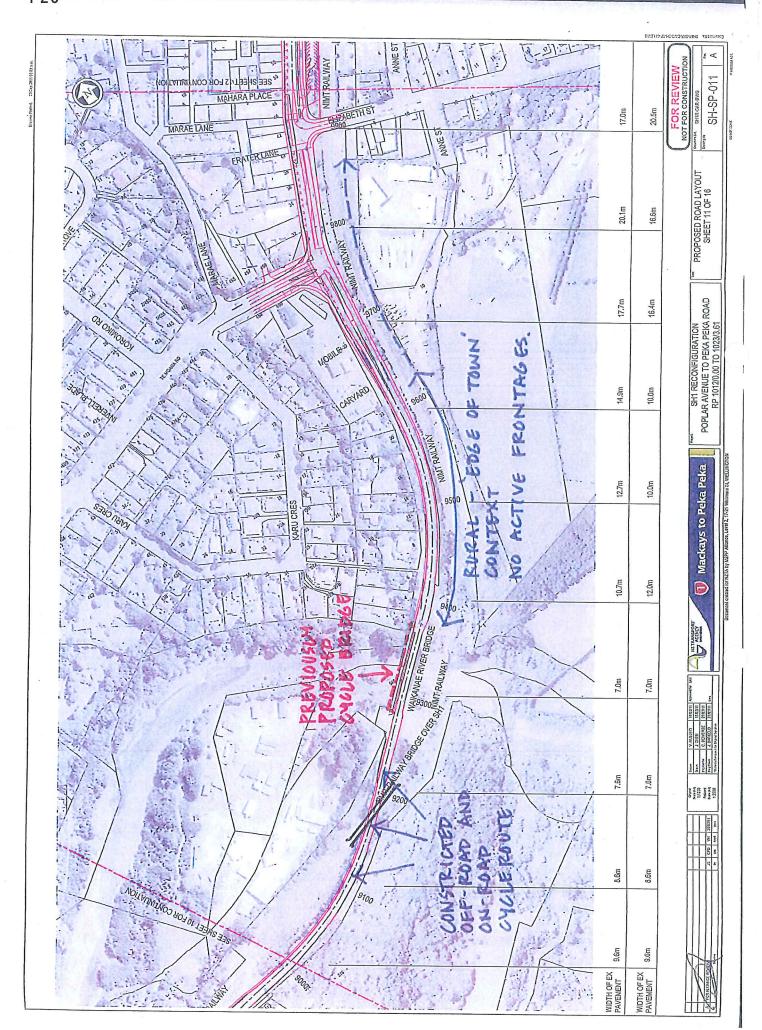
Indicative Plans of Rimutaka Rail Cycle Overbridge



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Level 2, 17-21 Whitmore Street PO Box 8044, Wellington 6140, New Zealand T: 0508 M2PP INFO (0508 6277 4636) E: info@M2PP.co.nz

Pat Dougherty

7 August 2012

Chief Executive

Kāpiti Coast District Council

Dear Pat,

I am writing with reference to the Project Agreement with respect to Kāpiti Expressway: Process for Revocation of State Highway 1, signed by you, Lyndon Hammond (NZTA, Planning and Investments) and me, 7 August 2012.

The SH1 Kāpiti Reconfiguration Project Costing Matrix Revision 18 (attached to this letter) included as Appendix One to the Agreement, shows a total indicative costing of \$18,025,325. This differs from the latest Revision 19 (attached to this letter) which shows a total indicative costing of \$21,301,100.

The cost items included in Revision 19 but not in Revision 18 relate to temporary traffic management, and, as previously agreed, I can confirm that NZTA accepts full responsibility for these.

I am of the opinion that NZTA will be able to satisfy the requirements through efficient management of our own planned maintenance traffic management works, and within our existing operational budgets. If this is not achieved, then any additional cost for these activities will be covered by the budget of the NZTA, State Highway Manager, Wellington.

In effect, this letter guarantees that the cost items included in Revision 19 which were not included in Revision 18 will be covered by NZTA.

Yours singerely

Rod James

State Highway Manager, Wellington



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Attached: Revisions 18 and 19 of the SH1 Kāpiti Reconfiguration Project Costing Matrix

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Revision 18



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Project real		nao Town Centre (including zones 7 , 8 & 9) Igalion	ceation removal econstruction/ new pavement out provement multing marking plan- Tops sul-	llan - Grassing Tropic Notata territ ordania Marica	mnodialen Works an modificalions galang	11 one li seno crea ut mmedinoji Vuoriš a cycleway vialkway nyivoleway bridge a Walkanae Bridge	mmodalion Works ore, mass planting and speciment trees soci over grass) ocation	rde ays in town centres ture antive	in swales and devices araumu Town Centre (including zones 3 & 4) Tication	received construction) new pavement coal pavement and into marking	ulan - Grassing Tyana (Atria) entari	romodalion Works ant In modifications	cossings The In Mary took mmediation Vivories Au Stream Bridge	o osanju je znoma od ovjedjevno bridge neor Rimulska St Rail Bridge 3 onju Anjagornom mmodallon Works	ver, mass planting and speciment trees cost over grass) location	ado ays in town centres Iture	I Table in Paraparaumu lown centre. In Jalve No swales and devices In to listera (including town entry zones 1-2a)		n consilication, new pavement coad pavement and line marking dian - Tep soil	clian - Estassing Teant, bloodsy-men	prinnedation works. end firsteetian madification arsocioto nodification	illuminy Craftic Managenesit Craftic Managenesit Jumodallon Works	ag inilialive ad cycleway walkway	is cover, mass planting and speciment troes nnat cost over grass) initiativo entiton swates and devices	Priority Areas A, B & C Total Cost ral zones (2 one 5, 6 and 10)	ilifealion Geranion Peronairuelion/ naw pavement	cond puverneni us and the marking) Trafac Mannagarieur emmedallen Moriks - (crecs, crossings, ctc teat on medifications	liganiog Trossings Aay inilative sad cycleway walkway	งาัก ilic Idaningeneau relocation neer mass planting and speciment trees	al cost over grass) itiative ion swales and devices	diffication distribution pavoment (Oplion A) distributional cost aver this	spimmadalian (Vlarks - l'ences, efozzings, elc es popul initalivo stops and bus shelters in the town centres Ty Traille Management.	EG F Total Cost	
Styl Kapili Reconfiguration Project Costing Matrix (by Priority Area) 6 Augusty 2012		A Priority Area: Walka A1.0 Carriageway Modi	A1.2 pavement A1.3 pavement A1.3 pavement A1.4 pavement A1.4 pavement A1.5 pavement A1.5 pavement A1.5 pavement A1.5 pavement A1.5 pavement A3.1 Raised Mat	A3,2 Roised Me A3,1 Top soil A3,2 Grassing G1 1 Topport	G2.1 Local Approvem A2.0 Safety Improvem A2.1 intersection A2.2 Signs and I	(5.1.1 Tomporty (5.2.1 Local Actor A2.4 New off roa A2.55 New walkw.	G2.1 Local Acoc A3.0 Landscaping Ground co A3.2a (additional A1.1 services re	A4.0 Main Street Upgr. A4.1 Newwalky A4.2 Street furni A7.0 Sustainability initi	A7.1 Bio-relantie B Priority Area: Parap B1.0 Carriageway Modi	81.2 pavement. 81.2 pavement. 81.4 (e-surface 81.5 maykerbs	B3.2 Ruised Me B3.1 Top soil B3.2 Grassing	G2.2 Local Acco B2.0 Safety Improvemi B2.1 Intersection	B2.3 pedestion C1.2 Tentrum G2.2 Local Acts	B2.5a Peresider B2.5b New walks C1.2 Tention C2.2 Local Accord	E3.0 Landscaping Ground co B3.2a (additional	B4.0 Main Street Upgr B4.1 New wallsw B4.2 Street fum	100 C 100	C1.0 Carriageway Mor C1.1 Services of	C1.3 pavement C1.4 (c-surface C1.5 new kerbs C3.1 Raised Mc	C3.2 Raised W C3.2 Grassing	G2.3 Laccil Accil Accid		Walkway/ Cyc	Ground (addilid Sustainability Bio-ret	Ru	D1.0 Carriageway Mor D1.1 services n D1.2 pavement D1.3 pavement	re-surfar newker Top soil Grassin	G1.4 Tenapora G2.4 Local Acc D2.0 Safety Improved D2.1 Intersection	D2.2 Signs and D2.3 pedestra: Walkway/ Cycley D2.4 New off re	D3.0 Landscaping		E Rescaling E1.0 Carriageway Mo E1.40 chip seal E1.41 asphalls	G2.5 Local/Ac F Transport Initiativ F5.0 Passenger train F5.1b New bus G1.5 Tempora	Categories D, I	Total