
STOCK UNDERPASS CONSTRUCTION AGREEMENT

BETWEEN

The HURUNUI DISTRICT COUNCIL
The "Council"

AND

("the GRANTEE")

Dated

STOCK UNDERPASS CONSTRUCTION AGREEMENT

This agreement is made on the.....day of.....20.....

BETWEEN

- 1) **Hurunui District Council**, a statutory authority established under the Local Government Act 1974 (herein after referred to as "the Council")

AND

- 2)of.....
.....(herein after referred to as "the Grantee")

BACKGROUND

- A. The Council having the statutory responsibility and control of all matters in relation to the road network in the Hurunui District has authority to agree to the construction of a stock underpass.
- B. Ownership of the stock underpass will be vested in the Council.
- C. The Council and the Grantee have agreed to the construction of a stock underpass onRoad at or near route position.....and as shown on Plan No.....
- D. The parties agree that the stock underpass shall meet the requirements of the relevant Council policies, design criteria and construction specifications.
- E. Cost Sharing - the parties agree, as applicable and as set out herein, to cost sharing in relation to the construction of the stock underpass. The Council undertakes to make a maximum payment of \$(*words*) \$(*figures*).....to the Grantee on meeting the conditions of this agreement herein.
- F. The parties have agreed to enter into a separate agreement in conjunction with this agreement, for the stock underpass use and lease of subsoil, to formalise the rights of the parties concerning the ongoing use of the stock underpass.

Now therefore in consideration of the above the parties wish to record the terms and conditions relating to the agreement as follows:

1.0 Defined Terms

- 1.1 In this agreement, unless the context requires otherwise:

Stock underpass means a stock access structure together with associated fencing, drainage and safety facilities, over or under a local road, connecting two parts of a property or properties.

Grantee means the property owner, whose property or properties is/are bisected by the road, or whose property is afforded access across the road, at the position where the stock underpass is proposed or is constructed, who is party to this agreement or any other document.

Parties means the Hurunui District Council and the Grantee, their personal representatives/successors and permitted assigns.

Cost Sharing means that, subject to the terms of this agreement, the Council will share with the Grantee the cost of construction of the stock underpass by making a financial contribution to the Grantee in accordance with the provisions of the Council's published policy on this matter and the current Transfund Programme and Funding Manual.

AADT means the current annual average daily traffic passing the stock underpass site as ascertained by the Council.

Words of the singular are deemed to include the plural and vice-versa.

Words in the masculine gender are deemed to include the feminine and vice-versa.

2.0 Title

2.0 Ownership of the stock underpass shall be vested in the Council.

3.0 The parties mutually

3.1 Confirm the basis of this agreement as being contained in Clauses A to F inclusive of "Background" above.

3.2 Agree that they shall each carry out and fulfill all their respective obligations set out in this document.

4.0 Terms of Agreement

The parties agree and confirm that:

4.1 The Grantee shall engage appropriate engineering consultants acceptable to the Council for the necessary design, estimating, tender documentation and evaluation, contract administration and construction supervision. Where the Council agrees to cost sharing, the requirements of the Transfund Competitive Pricing Procedures Manual and the Council's Tendering Policy (or their replacement publications) shall be observed, and all tender documentation and specifications shall conform to the Council requirements.

4.2 The Council will consult with the Grantee but reserves the right to determine the location of the stock underpass, the consultants and contractors engaged, and the suitability of design and construction standards. Where the Council agrees to cost sharing, the Council reserves the right to confirm final acceptance of any tender without obligation to approve the lowest or any particular tender.

4.3 Where there is no cost sharing, the Council will meet the actual and reasonable cost of processing the application for permission to construct the underpass and supervision of the trenching works in the roadway, in accordance with its Road Opening Permit Policy. All other council charges, including but not limited to building consents and resource consents shall be the responsibility of the Grantee costs (a minimum \$100 plus GST) associated with the construction of the stock underpass.

4.4 Where cost sharing applies, following the Council's approval of the tender, the Grantee shall accept the same.

4.5 The Council's financial contribution, as determined under "Cost Sharing", shall be payable to the Grantee upon the Council's receipt of the Building Code Compliance Certificate and appropriate invoice together with certified copies of all payments.

4.6 In the event of any subsequent variation to the tendered sum and/or the associated engineering fees, the Grantee shall be responsible for the cost of such variations.

4.7 In particular in the construction of the stock underpass the Grantee shall satisfy the Council of the following:

4.7.1 Liaison with service authorities to determine services locations and relocation.

4.7.2 Compliance with the Building Act 1991 and the Building regulations 1992.

4.7.3 Safe Safety Plan, including the provisions of the Health and Safety in Employment Act 1993.

4.7.4 Temporary traffic control to be approved by the Council.

4.7.5 Provision of road detours shall require the Council's consent together with appropriate public notification noting that temporary closure of a road normally requires at least six weeks notice.

4.7.6 Compliance with the Council's construction standards.

- 4.7.7 The Council's Road Opening Permit conditions.
- 4.7.8 The construction contract contains the standard conditions of, and complies with, NZ53910:1998 Conditions of Contract for Building and Civil Engineering Construction.
- 4.7.9 Public liability insurance with a limit of indemnity to \$2,000,000.00, or such lesser sum as the Council may approve, for the period of construction. The Council shall approve both the insurer and the terms and conditions of the policy.
- 4.7.10 A six-month Period of Defects Liability commencing from the date of Practical Completion of the Contract Works.

4.8 The Grantee shall rearrange the farm layout and farm management to eliminate any existing stock crossing immediately on practical completion of the stock underpass.

4.9 The Grantee shall if required by the Council, provide a bond, with sureties acceptable to the Council, that will become null and void, on fulfilment of all obligations under this agreement, satisfactory and timely completion of the stock underpass construction and, rectification of any defects within the Period of Defects Liability. The form and amount of bond shall be as determined by the Council.

5.0 Documentation

5.1 Copies of documentation including all notices, plans, specifications, building and resource consents, payment certificates, inspection reports and compliance certificates and as-built drawings shall be sent to the Council as they become available. Provided that all documents shall be supplied before the Council makes any payment owing to the Grantee.

6.0 Design and Installation Certificate

6.1 The design and construction of the stock underpass shall be executed in accordance with all relevant building codes, resource consents and the Council's standards. The Council shall receive a copy of an Engineer's certifying statement and a copy of the Building Code Compliance Certificate to this effect on completion.

7.0 Agreement Conditional

7.1 This agreement is conditional upon the parties entering into an agreement for the Stock Underpass Use.

SIGNED for and on behalf of Hurunui District Council

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..... }

In the presence of:

Witness' Signature

Name

Occupation

Address

SIGNED by the Grantee

..... }

..... }

In the presence of:

Witness' Signature

Name

Occupation

Address

The Common seal of

.....

was hereto affixed in the presence of:

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