

14 August 2018

Laurie Petherick  
[fyi-request-8372-4e0be43a@requests.fyi.org.nz](mailto:fyi-request-8372-4e0be43a@requests.fyi.org.nz)

Ref: OIA-4009

Dear Laurie

Thank you for your email of 23 July 2018 requesting information under the Official Information Act 1982 (the Act). Your specific questions and the NZ Transport Agency's responses to each of these questions are outlined below.

1. *The specific Terms of the Alliance Agreement in relation to:*
  - a) *Design of the porous pavement.*
  - b) *Testing of the proposed pavement design.*
  - c) *Supervision of pavement construction.*
  - d) *Contractual liability of Alliance partners for fault or negligence in provision of each partners services.*

The specific Terms of the Mackays to Peka Peka Alliance Agreement are as follows.

- a) Pavement design, including local roads, was required to be carried out in accordance with the *Guide to Pavement Technology* (Austroads, 2009), *Pavement Design – A Guide to the Structural Design of Road Pavements* (Austroads, 2004) and *New Zealand Supplement to the Document: Pavement Design – A Guide to the Structural Design of Road Pavements (Austroads 2004)* (Transport Agency, 2007).
- b) Testing requirements are contained in the above-mentioned Guides.
- c) Quality assurance supervision requirements are also contained in the above-mentioned Guides.
- d) The Alliance is jointly responsible for the project.

2. *Who were the professional advisers responsible for the Porous pavement design and supervision (or observation) of construction? Did NZTA staff have any input into the technical design of the pavement construction?*

Beca is the professional advisor to the MacKays to Peka Peka Alliance responsible for the pavement design. As is usual for an Alliance project, the final pavement design evolved from a collaborative workshop of the Alliance partners which includes the Transport Agency.

*3. What was the porous pavement engineering design detail used for construction including but not limited to all aspects of: subgrade; basecourse; topcourse, impermeable barrier; crossfall grades; drainage collection and disposal methodology; porous asphalt paving thickness?*

The pavement comprised a modified sub-base, modified basecourse, a prime coat, a two-coat seal, a tack coat and 35mm of open-graded porous asphalt (OGPA). Crossfalls varied from 3 percent upwards, depending on curve radii, with drainage being collected by standard stormwater methods.

*4. What was the purpose of providing asphalt overlays to the left hand lanes of both north and southbound lanes between Paraparaumu interchange and Mazengarb Rd overbridge, following initial pavement failure?*

Initial pavement failures were attributed to water penetrating the waterproofing seal. An asphalt layer was installed to re-waterproof the pavement to stop the deterioration. A 40mm layer of polymer modified low voids (performance grade) asphaltic concrete was applied in order to reinstate the waterproofing and stem the deterioration. This is overlain with 35mm of OGPA. The final design of the long-term treatment has yet to be completed.

*5. What is the detailed design of the new construction repair work currently being undertaken on the northbound left lane mentioned in 4 above and how will this result in a guaranteed repair suitable for the expected design lifetime of a State Highway road of significance?*

On the worst failed sections of the pavement, the basecourse is being removed and replaced with a 180mm depth of asphaltic concrete.

*6. Is the current latest repair option going to be replicated on all lanes of the Expressway?*

The investigations and final design of the long-term treatment for the remainder of the pavement has yet to be completed.

*7. How is it possible for a Govt organisation (NZTA) to be both the client/funder and also an Alliance member responsible for the delivery of the project and "the remedial treatment of all defects"?*

The Transport Agency has several completely separate and auditable functions, one of which is funding approvals. Within the Alliance, the Transport Agency has collective and individual roles as defined in the Alliance agreement. Financial tension is maintained as the contractor role in the Alliance has a predetermined cost within which it must deliver the project with substantial financial penalties if that cost is exceeded.

*8. In Mr. Hunt's OIA response he stated "The cost of pavement repair work will be covered in accordance with the Terms of the Alliance Agreement." What are the specific Terms in the Alliance Agreement relating to repair work and responsibility for payment?*

*9. How much have repairs cost since the Expressway was opened until 30 June this year and how much of this cost has been funded by NZTA?*

*10. What proportion of total repair costs are likely to be paid by NZTA?*

Your request under questions 8, 9 and 10 is refused under section 9(2)(j) to allow the Transport Agency to carry on, without prejudice or disadvantage, commercial negotiations with the Alliance partners.

Once all issues relating to the pavement failure have been resolved, a full report will be made publicly available.

Under section 28 of the Act, you have the right to complain to the Ombudsman about the information that was withheld under this request. More information about the Ombudsman is available online at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz).

If you would like to discuss this reply with the Transport Agency, please contact Graham Taylor, Principal Project Manager, by email at [graham.taylor@nzta.govt.nz](mailto:graham.taylor@nzta.govt.nz).

Yours sincerely

A handwritten signature in black ink that reads "Chris Hunt". The signature is written in a cursive, flowing style.

**Chris Hunt**  
Senior Manager Project Delivery