

BEFORE THE INVERCARGILL CITY COUNCIL

IN THE MATTER OF the Resource Management Act 1991

AND an application to the Invercargill City Council by HWCP
Management Ltd for Resource Consent to demolish, alter and
redevelop land and buildings in the Central Business District
on a block bound by the east side of Dee Street, the south
side of Esk Street, the west side of Kelvin Street and the north
side of Tay Street

**STATEMENT OF REBUTTAL EVIDENCE OF GEOFFREY COTTON
ON BEHALF OF HWCP MANAGEMENT LTD**

PROJECT MANAGEMENT / CONSTRUCTION METHODOLOGY

25 March 2019

Introduction

1. My name is Geoffrey Cotton. I am a Director of MPM Projects Limited and the appointed Project Director for the HWCP development. I prepared a statement of evidence dated 11 March 2019 on this matter.
2. This Supplementary Statement of Evidence responds to expert evidence circulated on 19 March 2019 for H&J Smith Holdings Limited.

Code of Conduct for Expert Witnesses

3. I can confirm that this supplementary evidence has also been prepared in accordance with the Code of Conduct for Expert Witnesses (Environment Court Consolidated Practice Note 2014).

Evidence of Carey Vivian

4. At paragraphs 3.14 and 3.15 of Carey Vivian's evidence, concerns were raised about the level of commitment to the development. The evidence proposes a requirement that no demolition occur prior to approval of Building Consent rather than lodgement to address this.
5. However linking the Building Consent to the demolition would impact the completion of the development quite considerably. The Building Consent process is staged with the first Building Consent being for the car park and the second for the Anchor tenant building. Lodgement would not occur until August 2019 and consent would not be granted for another 6-8 weeks. If demolition, removal of contaminated soil and the archaeological investigation could not commence until October 2019 when the consent was granted, then the direct delay to the project would be 4-5 months
6. The subsequent delay on the start of construction would have a significant impact on the project, as a condition of the Anchor tenant's contract is to ensure that the store

is open in November 2021. With a delay of 4-5 months that would not be possible. It would also extend the period of time that the site would be inactive (as it is now). The programme of the project is to commence the demolition as soon as possible to ensure that it can be completed in 2019 (with the exception of the 51-55 Esk Street) allowing commencement of the construction (piling) in late 2019. Any delay to this would have a significant impact.

7. At paragraph 3.23 of the evidence it is suggested that recognition should be given to the potential for the demolition to take place over an "extended period". The programmed target period for the demolition was is 6-8 months and this has been confirmed by 2 of the 3 tenders received for the demolition works.

Evidence of Natalie Hampson

8. In paragraph 6.11 of Natalie Hampson's evidence it is suggested that food and beverage caravans and containers may be a trade-off with parking space on Esk Street. There is no planned trade-off for parking with the placement of the supplementary shops and cafes in containers and caravans on Esk Street. The Council removed a lot of parking at the western end of Esk Street a year or two ago when they redeveloped the streetscape and it is in this area that we plan to install the temporary retail.
9. The concerns addressed in paragraph 6.12 regarding functional amenity can be addressed by the fact that the development is staged to ensure that retail is returned to Esk Street at the earliest possible time. The design of the proposal has been altered to allow this to happen.
10. The suggestion in paragraph 8.8(d) that bonds should be used to secure performance is not necessary as the construction contracts will be set up to ensure that performance and delivery is provided for. In the event that there are delays, clauses will take effect that provide for penalties to be imposed by the client. The final form and amounts will need to be discussed and agreed upon between HWCP and its contractor.

11. The recommendation to involve retailers in management plans in paragraph 8.8(f) is not necessary as the retailers will be kept informed through consultation and communication throughout the project. Any tasks or actions that may cause additional temporary disruption will be communicated and discussed before implementation. It is not practical to have the retailers managing the project. They will need to rely on the conditions of the resource consent (which HWCP has largely accepted).
12. The alternative demolition and construction sequencing proposed in paragraph 8.8(g) would immeasurably extend the redevelopment period. The block is almost cleared now and now is the time to start. If we split construction into say 3 separate parts the project would likely take 6-8 years to complete.
13. It should be noted that in general there is no direct impact on Kelvin Street and thence the Hotel or the H&J Smith Department Store. The only activity on this street will be from behind the existing facades and the site security fencing when the buildings on the corner of Kelvin and Tay Streets are demolished and the verandas removed. No construction or demolition traffic will use Kelvin Street for access.

Geoffrey Cotton

25 March 2019