

Network Outcomes Contract Clarification Governance Group Clarification

Reference Number:	NOCC No. 35
Subject Title:	Pre-resurfacing Repairs
Issue Date:	15 November 2019
Clarification Purpose	Clarification is provided to ensure the NOC is being interpreted consistently. The clarification does not remove or supersede the Network Outcomes Contract documentation.

SUBJECT

Clarification was requested as to whether Asphalt pre-resurfacing repairs within a Thin Asphaltic Concrete (TAC) site are considered Contractors risk or Principal Risk treatments prior to resurfacing? i.e. Lump Sum paid work or additional Measure and Value works.

There was a similar clarification request regarding any pavement repair required underneath a TAC – whose risk is this repair? e.g. a block cracked and depressed AC area due to inadequate underlying pavement layer weakness or inadequate pavement thickness.

There is also a question about the timing of these repairs in a TAC site as to whether they should be completed 12 months in advance of the resurfacing or whether it is acceptable that they be completed “on the day”.

BACKGROUND

The NOC Maintenance Specification section 6.1.1 outlines Pavement Maintenance as the care and attention of the roadway to maintain its structural integrity and serviceability, and the preventive works taken to mitigate the propagation or escalation of faults. Work typically includes:

- Crack sealing, pavement patching and repairs
- Potholes, rut filling, depressions and edge break
- Shoulder maintenance

Section 6.1.1 also states Prior to **any resurfacing** it is the Contractor’s responsibility to inspect, programme and complete the necessary pre-reseal repairs **at least one**

construction season in advance of the programmed surfacing date. Pre-reseal repairs are not to be completed during the winter period.

At minimum, the standard of defect repair intervention that the Contractor shall achieve on each resurfacing Site, prior to resurfacing, shall be nil defects as defined by this section and any other defect repairs the Contractor deems necessary themselves, to ensure the design life of the resurfacing is achieved.

Basis of Payment Section 6.1 states “The tendered rate must include all the Contractor's costs associated with delivering the scope of services, Maintenance Specification, Section 6.

Basis of Payment Section 6.4.2 states “tendered rates must fully compensate for completely constructing the AC, including but not limited to part vi) preparing the surface”

Appendix Table 1.1 Definition defines a Defect as “In the context of physical works, the condition of an asset or a component of an asset which is deemed to require repair intervention”

Maintenance Specification Section 4.8 part 7 states “The procedures that will be undertaken during the design and construction of all pavement repair and renewals to impart a high degree of confidence that design life will be achieved.

Instructions for Tender ADDENDUM B – MMP MINIMUM SCOPE CONTENT FOR TENDER PHASE Part 25 required the Tenderer to “Detail how all maintenance defects will be identified and recorded, the inspection methodology, frequency, etc. The proposal will show how the pool of maintenance needs will be managed to determine a cost effective, efficient works programme that will address the level of service requirements (OPM compliance etc.) and ensure that the integrity of the asset will be maintained”.

RESPONSE

Clearly, Pavement Maintenance is the care and attention of the roadway to maintain its structural integrity and serviceability.

The Contractors MMP, has adopted a condition assessment prioritisation guideline. The guideline details at what defect severity the Contractor would undertake any other defect repairs deemed necessary to ensure the integrity of the pavement or that the design life of the resurfacing is achieved.

In addition to the Contractors MMP, pavement repair (which includes AC repairs) are preventive works taken to mitigate the propagation or escalation of faults, and as such are considered either as a surfacing repair or pre-surfacing repair required to either ensure the roadways structural integrity or serviceability or resurfacing design life is achieved. These activities are covered under the Contractors Lump Sum.

It is quite clear that the Contractor is required to undertake pre-surfacing repairs on any resurfacing works at least one construction season in advance of the

resurfacing date and they are required to address any defect which would negatively impact achievement of an appropriate design life.

Within a TAC treatment length, the Principal reiterates that the contract specification “one-year rule applies” for a pre-resurfacing repair as well as any required repair in a TAC surface. The advantage of this pre-resurfacing repair methodology is that it tests the robustness of the repairs.

It may occasionally be acceptable to the Principal if these repairs are programmed immediately prior to the construction of a full renewal, but before the TAC renewal layer. Any ‘just in time’ repair methodology should be confirmed as acceptable with the Network Manager as part of the Design process. Adequate excavation and sufficient compaction will be required to achieve an acceptable outcome to ensure the specified renewal design life and the contract performance criteria are achieved.