

Network Outcomes Contract Governance & Management Group Clarification

Reference Number:	NOCC No.6
Subject Title:	Winter Services Protocol – preventing damage and protecting the SH assets
Issue Date:	23 rd November 2015
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

The network can suffer damage to the road assets during a winter snow event and the contractor will normally be required to reinstate these assets (*e.g. EMPs, RRPMs, surfacing or guardrail damage*)

The Winter Services Requirements V3.0 document (WSR discusses a “Winter Services Protocol” in regards to who would carry the risk if various road assets were damaged during a winter services event.

Background

The Winter Services Requirements V3.0 document forms part of the NOC contract documentation.

In the document ‘definitions’ (WSR Cl 1) it notes: *Damage means gouging of the pavement, removal of the seal, and the removal or harm caused, to drainage facilities, traffic aids, roadside furniture or other road assets so that they no longer meet specification.*

Clause 3.12 ‘Repair of Damage’ of the NOC Maintenance Specification states: *“Any preventable damage caused to assets by the Contractor shall be made good at the Contractor’s expense unless agreed with the prior approval of the Principal. This includes damage by snow clearance activities”.*

The contract dictates that it is the Contractors responsibility to protect the roading assets during the course of any winter service works. i.e. to take all reasonable care to prevent or minimise the damage to any roading asset including road surfacing, drainage facilities, traffic aids including EMP delineators, ATP, signs, guardrails and other road side furniture. This is consistent with Clauses 3.10 and 3.12 of the Maintenance Specification.

In WSR Section 6.3 Snow Clearing it states: *Snow shall be cleared as close as possible to the pavement surface without causing damage to the pavement.*

In WSR Section 7 Road Damage it states: *It shall be the Contractor’s responsibility to protect the road asset, plus drainage facilities, traffic aids, roadside furniture and other*

roading assets during the course of any winter service work. Any preventable damage, caused to these facilities by the Contractor shall be made good at the contractor's expense unless agreed with the prior approval of the Client. All damage must be repaired within 24 hours from the time the damage occurred or within the timeframe agreed with the Client.

In the lead up to contract tender a variation benchmarking exercise took place with all tenderers. In some NOCs it relayed a scenario about a Snow Plough removing RRPMs. The answer to 'variation' this was "it depends". It notes: *Under the Network Outcomes Contract the Contractor is obligated to undertake their work with due care for the Principal's assets. Irrespective of this, if the Contractor and the Principal have pre-agreed a protocol for this situation then the Principal may pay for the replacement of RRPMs.* The detail of what a Protocol would include is not defined in the contract documents.

The intent within the NOCs is that the contract team will minimise the installation of RRPMs and ATP within frequent snow areas.

Clauses 6.4.1 Winter Maintenance and 6.6.1 Incident Response of the NOC Maintenance Specification also refer to winter services maintenance activities.

RESPONSE

It is the Principal's intent that:

- No specific winter services protocol be agreed, and that any unusual or significant event be dealt with (i.e. discussed and agreed) as and when the need arises,
- The contractor is to take all reasonable care of the road assets during any winter services event or maintenance activity and that damage that could be prevented, is prevented by good planning and communications
- Any preventable damage caused to assets by the Contractor shall be made good at the Contractor's expense unless discussed and agreed with the prior approval of the Principal. This includes damage by snow or ice clearance activities.
- That the contractor be innovative to mitigate their own risk under Contract Risk Profile 11, e.g. marking of guardrail ends and to locate line and length, or mark the start and finish, fit rubber wearing strips on snow plough cutting edges etc.
- The Transport Agency is informed of the event (at the outset, and then continuously throughout) and of any potential asset damage issues.
- The NOC team work with the Transport Agency to avoid the installation of ATP and RRPMs in snow prone areas
- Snow clearing operator's and particularly those new to the area are briefed on the contract expectations in regards to preventing damage to the road assets, appropriate plant use, correct snow and ice clearance methodology etc., prior to mobilisation.
- The Transport Agency is informed of any issues or changes as they arise during the event.
- A contractor who demonstrates innovation and who plans, communicates and manages snow and ice clearance works well with due care and attention to the roading assets as noted above are more likely to have any potential damage claim addressed with a fair and reasonable outcome