

Network Outcomes Contract Governance & Management Group Clarification

Reference Number:	NOCC no.1
Subject Title:	Incident Response – First 10 Hours
Issue Date:	23 rd July 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

With the onset of winter, and the number of emergency works claims increasing, it would be good to start a discussion to pull all of the emergency work elephants from the corners, and discover the uncertainties.

If during the period from ten hours and one minute, and the time that it is determined that the event is "over" and no more incident response is required, the contractor clears up slip material, is the first 50m³ still risk included. If so, how do we separate out the incident response costs from the physical works costs? The issue here is possibly one of defining what is incident response (making safe) and the extent to which incident response includes recovery or restoration. What happens when the two merge?

RESPONSE

The following Decision Matrix Table is provided to give clarity around where activity costs may lie in relation to emergency works claims. The matrix does not pertain to cover all potential scenarios but should assist in providing some guidance on incident response and asset damage.

Emergency Works Definition – Only works that have been approved by the Transport Agency for funding as emergency works will be deemed a **Qualifying Event**. Refer the Planning Investment Knowledge Base (PIKB) for criteria for events which may be deemed qualifying.

	Qualifying Event	Not a Qualifying Event
Incident Response less than 10 hours (note, excludes winter maintenance during the defined winter period)	Contractor cost and covered under lump sum	Contractor cost and covered under lump sum
Incident Response greater than 10 hours (note, excludes winter maintenance during the defined winter period)	Contractor cost for first 10 hours and covered under lump sum. Then NZTA cost over and above 10 hours funded from either EW or operational traffic management w/c (if NZTA consider the additional cost not sufficient to warrant an EW application)	Contractor cost for first 10 hours and covered under lump sum then NZTA cost for those hours over 10 hours and funded from operational traffic management w/c
Winter Maintenance during the defined winter period (note, outside the winter period this becomes Incident response and is then dependant on timeframe of 10 hours)	Providing winter services management is included in the scheduled item. Winter patrols and snow and ice treatment are covered under the measure and value rates. The cost of the event may be funded from either EW or environmental maintenance w/c	Providing winter services management is included in the scheduled item. Winter patrols and snow and ice treatment are covered under the measure and value rates. The cost of the event funded from environmental maintenance w/c
Slip Removal and impacts on customer levels of service	All NZTA cost (first 50 cubic meters does not apply in this situation), and funded from EW works or operational traffic management w/c (if the NZTA consider the additional cost not sufficient to warrant an application)	Contractor cost for first 50 cubic meters covered under lump sum and then NZTA cost above 50 cubic meters within any single traffic management operation (refer CoPTTM), funded from operational traffic management w/c
Slip Removal but does not impact on customer levels of service (note, should ask the question does it need removing)	Contractor cost for first 50 cubic meters covered under lump sum and then NZTA cost above 50 cubic meters within any single traffic management operation, funded from operational traffic management w/c	Contractor cost for first 50 cubic meters covered under lump sum and then NZTA cost above 50 cubic meters within any single traffic management operation, funded from operational traffic management w/c
Damage to Assets such as signs smaller than 2.025m², edge marker posts, sealed pavement (note, damage to assets caused by the contractor are contractor costs)	All NZTA cost and funded from either emergency works or operational traffic management w/c (if the NZTA consider the additional cost not sufficient to warrant an application)	Contractor cost and covered under lump sum

