

SCHEDULE 4: O&M WORKS REQUIREMENTS

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SCHEDULE 4 : O&M WORKS REQUIREMENTS**PART 1 : OVERALL REQUIREMENTS**

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1. Introduction

- 1.1. Without prejudice to the other provisions of this Agreement, the Company shall be responsible for the Design, construction, completion, finance, operation and maintenance of the O&M Works Site.
- 1.2. Without prejudice to the other provisions of this Agreement, these O&M Works Requirements describes the O&M Works Requirements for the Design, construction, completion, operation and maintenance of the O&M Works.
- 1.3. Unless otherwise described, all statements refer to the whole of the Design, construction, completion, operation and maintenance of the O&M Works.
- 1.4. Without prejudice to the other provisions of this Agreement and in accordance with Clause 6.2 of this Agreement, the Company shall be responsible for the O&M Works Site from the Restricted Services Commencement Date until the earlier of the Expiry Date or the Termination Date.
- 1.5. Definitions

- 1.5.1. Defined terms used in these O&M Works Requirements are the same as those set out in the Agreement with the following additional defined terms, where the plural of a term shall have the same meaning, where appropriate:

Asset Manager means the person described in paragraphs 3.2 and 3.3;

Category 1 Defect means a defect or damage as detailed in paragraph 1.2.7 to Part 2 to these O&M Works Requirements;

Category 2 Defect means a defect or damage as detailed in paragraph 1.2.7 to Part 2 to these O&M Works Requirements;

Cyclic Maintenance shall be as defined in Section 5.5 to Part 2 of these O&M Works Requirements and shall only apply to the maintenance and management of Structures;

Detailed Inspection means the inspection required as set out in Section 1.6 to Part 2 of these O&M Works Requirements;

Emergency means any unforeseen event affecting the Operations, whether directly or indirectly, which causes an immediate and imminent threat to the integrity of any part of the Operations or the Sites;

Emergency Response Plan means the plan described in Section 17.4;

Emergency Response Procedures ('ERP') means the procedure set out in Section 17;

Fault Management System (FMS) means the system described in paragraph 6.1.5 to Part 2 of these O&M Works Requirements;

Fault Reporting Centre means the arrangements described in paragraph 6.6.2 of Part 2 of these O&M Works Requirements;

General Inspection means the inspection required as set out in BD63 of the DMRB as amended by Section 5.4 to Part 2 of these O&M Works Requirements;

Incident Support Service Plan means the plan described at Section 32.11;

Land Made Available by the Scottish Ministers for the O&M Works means the land shown on the drawings listed in Appendix 0/4 to Part 5 of these O&M Works Requirements under the title 'Land Made Available by the Scottish Ministers for the O&M Works';

Landscape Development Plan means the plan described in paragraph 8.1.3 of Part 2 of these O&M Works Requirements;

Liaison Officer means the person described in Section 3 of Part 9 to these O&M Works Requirements;

Maintenance is defined in Section 5.6 of Part 2 of these O&M Works Requirements and shall only apply to the maintenance and management of Structures;

Maintenance Management Plan means the documentation required as set out in Section 28;

Night Inspection means the inspection required as set out in Section 1.7 to Part 2 of these O&M Works Requirements;

O&M Manual means the document described at paragraph 3.18;

Operational Manager means the person described at paragraph 3.4;

Pavement Management System means a principal module of the Scottish Executive Road Information System as detailed in Section 15;

Principal Inspection means the inspection required as set out in the BD63 of the DMRB as amended by Section 5.4 to Part 2 of these O&M Works Requirements;

Routine Maintenance and Management System (RMMS) means a system equivalent to the second principal module of the Scottish Executive Road Information System as detailed in Section 15;

Safety Inspection means the inspection required as set out in Section 1.5 to Part 2 of these O&M Works Requirements;

Safety Patrol means the patrols required as set out in Section 1.4 to Part 2 of these O&M Works Requirements;

Scottish Executive Road Information System means the data collection system detailed in Section 15;

Scottish Executive Road Information System Coordinator means the person appointed by the Company in accordance with Section 15.1;

Scour Inspection means the inspection required as set out in BD63 of the DMRB and as amended by Section 5.4 to Part 2 of these O&M Works Requirements;

Special Inspection means the inspection required as set out in BD63 of the DMRB as amended by Section 5.4 to Part 2 of these O&M Works Requirements;

Structures means the structures in Table 1 of BD 63 of the DMRB as amended by the requirements of Annex B to BD 63;

Structures Engineer means the person described at paragraph 5.2 in Part 2 of these O&M Works Requirements;

Superficial Inspections means the inspections required as set out as 'safety inspections' in BD63 of the DMRB and as required by Section 5.4 to Part 2 of these O&M Works Requirements;

Transport Scotland Pavement Management System means the system provided by the Scottish Executive, as described in Section 15;

Trunk Road Bridges Database (TRBDB) means the Scottish Ministers' database relating to bridges on the trunk road network as detailed in Section 5 of Part 2 of these O&M Works Requirements;

Trunk Road Incident Support Service (TRISS) means the service described in Section 32;

Winter Service means the requirements set out in Section 3 to Part 2 of these O&M Works Requirements;

Winter Service Duty Officer means the officer(s) described at paragraph 3.6.1 of Part 2 of these O&M Works Requirements;

Winter Service Plan is a plan prepared in accordance with Section 3 to Part 2 of these O&M Works Requirements and used in the management of the Winter Service of the Project Roads.

- 1.5.2. References in these O&M Works Requirements to "paragraph(s)", "section(s)", "item(s)", "table(s)" and "Appendix / Appendices" shall refer to such "paragraph(s)", "section(s)", "item(s)", "table(s)" and "Appendix / Appendices" of that part of these O&M Works Requirements.
- 1.5.3. Except to the extent defined elsewhere in this Agreement, defined terms contained in these O&M Works Requirements shall have the meaning given to them in the DMRB as the context requires.

2. Design

- 2.1. Subject to the other provisions of this Agreement, the Design and other design, construction, completion, operation and maintenance of the O&M Works shall comply with:
- 2.1.1. the DMRB;
 - 2.1.2. the MCHW;
 - 2.1.3. the Traffic Signs Manual;
 - 2.1.4. Temporary Traffic Management on High Speed Roads - Good Working Practice, TRL 2002;
 - 2.1.5. Guidance for Safer Temporary Traffic Management, Highways Agency, Health & Safety Executive and County Surveyors Society 2002;
 - 2.1.6. Code of Practice "The Reduction of Traffic Delays at Roadworks" - Published by the Scottish Office and the County Surveyors' Society Scotland (1992).
 - 2.1.7. the Certification Procedure;
 - 2.1.8. any other specific standards and otherwise referenced elsewhere in this Agreement; and
- 2.2. The Design, construction, completion, operation and maintenance of the O&M Works shall meet the requirements and, if relevant, be consistent with the Environmental Assessment Documents as listed in Schedule 8.
- 2.3. Subject to the other provisions of this Agreement, the Company shall ensure that every Design in respect of the O&M Works is sufficient to allow the construction, completion, operation and maintenance of the O&M Works which Design shall:
- 2.3.1. be consistent with the Conceptual Design; and
 - 2.3.2. comply with and be carried out in accordance with the requirements and provisions of these O&M Works Requirements.
- 2.4. The Company shall ensure that all persons referred to in the Certification Procedures shall:
- 2.4.1. at all relevant times be appointed to carry out the procedures referred to therein; and
 - 2.4.2. at all times comply with the Certification Procedure.
- 2.5. The Company shall not commence or permit the commencement of construction of any part of the O&M Works until the relevant certificates shall have been submitted to the Scottish Ministers in accordance with the Certification Procedure and the Scottish Ministers shall have acknowledged receipt of such certificates.
- 2.6. Notwithstanding the other provisions of this Agreement, the Company shall consult and comply without limitation with those organisations identified in these O&M Works Requirements.
- The Company shall provide Consultation Certificates in accordance with the Certification Procedure in respect of this requirement.
- 2.7. All materials used in the O&M Works shall comply with these O&M Works Requirements. Without prejudice to this requirement, where new materials shall be used to replace existing materials, they shall have similar colour, texture and form to the existing materials, unless otherwise consented to by the Scottish Ministers in writing.

- 2.8. Existing materials, street furniture, or infrastructure shall only be reused where such material fully satisfies the Specification and the relevant codes, schemes, and Certification Procedure and shall be clearly identifiable and accompanied by all relevant and necessary certificates before they shall be used in the O&M Works.
- 2.9. The use of gabions shall not be permitted in any part of the Design and the permanent works.
- 2.10. For the purposes of this Agreement best practice shall be applied when these O&M Works Requirements do not specify a requirement. In the context of any part of the Design, where any ambiguity shall be raised by either:
- 2.10.1. the Company;
 - 2.10.2. the O&M Works Contractor;
 - 2.10.3. the Designer;
 - 2.10.4. the Design Checker; or
 - 2.10.5. the Scottish Ministers;
- as regards either advice or its application in terms of best practice and where such ambiguity cannot be resolved between the Company and the Scottish Ministers, then the resolution shall be by reference to Schedule 7 (Dispute Resolution Procedures).
- 2.11. Where the DMRB requires a decision by the Designers which affects the standard of the Design, each decision shall be recorded and shall form part of the information accompanying the appropriate Design Certificate or Design Interim Certificate as detailed in the Certification Procedure.
- 2.12. Any requirements that any material or article shall comply with any specified standard whether a British Standard, other named standard or otherwise, shall be satisfied by compliance with any relevant national or governmental standard of any member state of the European Union or any relevant international standard recognised in such a member state, provided that in either case the standard in question shall offer guarantees of safety, suitability and fitness for purpose equivalent to those offered by the standard which is specified in this Agreement.
- 2.13. Any requirement to use material or an article which is defined by reference to named supplier or manufacturer or a specified Quality Assurance Scheme or Agrément Board Certificate, or which shall be registered with or shall have otherwise received the approval of the Scottish Ministers shall be satisfied using material or an article which shall have received equivalent approval in another member state of European Union provided that the material or article in question shall be as safe, suitable and fit for the relevant purpose as material or an article complying with the requirement as set out in this Agreement.

3. General Requirements

3.1. In the planning and execution of all O&M Works associated with the management and maintenance of the O&M Works Site, the Company shall take all such action as shall be necessary in the circumstances and shall do all such things to ensure and in such a manner as shall secure, but shall not be limited to, the following:

3.1.1. the safety of:

- (i) the Company's employees;
- (ii) Operations;
- (iii) Users; and
- (iv) any other persons on the O&M Works Site or on land adjacent to the O&M Works Site;

3.1.2. the ability of the Scottish Ministers and any Relevant Authority to ensure the performance of statutory duties or functions in relation to the O&M Works Site shall be unimpaired such that:

- (i) delay to Users shall be minimised;
 - (ii) the risk of adverse effects on the environment and on the amenity enjoyed by:
 - (a) the owners and occupiers of land adjacent to the O&M Works Site;
 - (b) the Users; and
 - (c) any users of adjoining roads and facilities;shall be minimised;
 - (iii) all accidents and emergencies shall be responded to as quickly as possible and in accordance with Section 17 and their adverse effects on Users shall be minimised;
 - (iv) risk of damage to, or destruction of, third party property within or outwith the O&M Works Site shall be minimised;
 - (v) members of the public and all other Users shall be treated with due courtesy and consideration;
 - (vi) Users shall be given adequate information and forewarning of any events on or any matters affecting the O&M Works Site such as shall be reasonable to enable them to minimise any adverse consequences on themselves of such events or matters; and
 - (vii) members of the public and others shall be given adequate opportunity to bring to the attention of the Company, any matters affecting the ability of the Company to meet the requirements of this Agreement; and data relating to the operation and maintenance of the O&M Works Site and events on the O&M Works Site shall be collected by the Company and shall be provided to the Scottish Ministers.
- (a) The Company shall provide an Asset Manager who shall be responsible for the Maintenance Management Plan, liaison with the Scottish Ministers in respect of the content of the Maintenance Management Plan and implementation of O&M Works relating to renewal and improvement of the assets of the O&M Works Site.
- (b) The Asset Manager shall be a chartered engineer with appropriate capabilities to lead all technical processes and documentation, including reviews, consultations and liaison necessary to comply with the asset management aspects of these O&M Works Requirements.

- 3.2. The Company shall appoint an Operational Manager on a permanent, full-time basis on-site, who shall be responsible for the following aspects of the O&M Works Requirements:
- (i) Routine Maintenance;
 - (ii) RMMS;
 - (iii) Emergencies;
 - (iv) TRISS;
 - (v) Winter Service;
 - (vi) faults and defects potentially or actually affecting the safety of Users, frontagers and other persons using the O&M Works Site;
 - (vii) TTMS;
 - (viii) Undertakers, other than in connection with Design;
 - (ix) customer services, including hauliers movements, complaints, Users and the public, other than in connection with Design; and
 - (x) procedures, reporting and records relating to the foregoing.
- 3.3. The Company shall specifically liaise with East Dunbartonshire Council prior to the Effective Date in respect of the contract in progress for Kirkintilloch Link Road.
- 3.4. The Company shall consult and comply with the following local roads authorities in relation to standards of Routine Maintenance of the Side Roads within the O&M Site during the Restricted Services Period:
- 3.4.1. East Dunbartonshire Council (Contact: Mike Newall, Telephone 0141 578 8547);
 - 3.4.2. North Lanarkshire Council (Contact: Tom Peebles, Telephone 01236 616 406);
 - 3.4.3. Falkirk Council (Contact: Kevin Collins, Telephone 01324 504 728); as appropriate.
- The Company shall provide Consultation Certificates in accordance with the Certification Procedure in respect of this requirement.
- 3.5. The Company shall ensure that New Access Roads / Tracks and those Accommodation Works Access Tracks over which access is required to carry out the O&M Works are maintained in a safe, serviceable condition at all times. Any agreement with landowners in respect of this requirement shall be confirmed in writing by the Company with the appropriate landowners. A copy of any such agreement shall be submitted to the Scottish Ministers.
- 3.6. The Company shall consult and comply with North Lanarkshire Council's and Falkirk Council's requirements in relation to the fulfilment by North Lanarkshire Council and Falkirk Council of their statutory responsibility for litter picking and road sweeping on the existing A80 during the Restricted Services Period. The Company shall provide Consultation Certificates in accordance with the Certification Procedure in respect of this paragraph 3.6.
- 3.7. The Company shall be responsible for maintenance of the traffic signals equipment at Mollinsburn Junction from the issuing of the Permit to Use for Phase 1 until the earlier of the Expiry Date or the Termination Date. The Company shall liaise with North Lanarkshire Council to agree suitable access arrangements in relation to this requirement.

- 3.8. The Company shall be responsible for maintenance of the traffic signals equipment at Old Inns Junction and Castlecary Junction from the issuing of the Permit to Use for Phase 2 until the earlier of the Expiry Date or the Termination Date. The Company shall liaise with North Lanarkshire Council to agree suitable access arrangements in relation to this requirement.
- 3.9. The Company shall provide an O&M Manual that shall be a controlled item of the Quality Plan and it shall describe how the Company shall comply with the O&M Works Requirements. The O&M Manual shall incorporate, as a minimum, the following:
- 3.9.1. Maintenance Management Plan;
 - 3.9.2. Winter Service Plan and its appendices;
 - 3.9.3. Emergency Response Plan;
 - 3.9.4. Incident Support Service Plan;
 - 3.9.5. Landscape Development Plan, as and when it shall become a requirement;
 - 3.9.6. maintenance and management of Structures, including the role of and interaction with the TRBDB;
 - 3.9.7. delivering the O&M Works Requirements for Traffic Scotland's equipment, including compliance with the documentation requirements of the Specification;
 - 3.9.8. the Liaison Procedures; and
 - 3.9.9. the remaining O&M Works Requirements.
- 3.10. The Asset Manager shall take the lead role in developing and reviewing the O&M Manual.
- 3.11. Not later than 30 days prior to the Restricted Services Commencement Date the Company shall prepare and submit to the Scottish Ministers in accordance with the Certification Procedure, an O&M Manual covering the O&M Works Requirements for the Restricted Services Period, in addition to other requirements for submission of parts of the O&M Manual.
- 3.12. The Company shall review the O&M Manual each Contract Year. Each annual review shall be completed and submitted to the Scottish Ministers 30 days prior to the end of each Contract Year.
- 3.13. Where there is an O&M Works Requirement to carry out consultation or liaison in respect of any part or parts of the O&M Manual such consultation or liaison shall have taken place before the O&M Manual is changed. The Company shall provide Consultation Certificates in accordance with the Certification Procedure in respect of this requirement.

4. Provision of Records and Information

4.1. Without prejudice to any other provisions of this Agreement, the Company shall provide the records and information required in Part 7 of these O&M Works Requirements.

4.2. Property Condition Surveys

4.2.1. The Company shall carry out a risk assessment of the effects the Design, construction, completion, operation and maintenance of the O&M Works may have on the structural integrity of adjacent buildings.

The Company shall arrange for property condition surveys to be undertaken in relation to those buildings and structures that the Company considers appropriate relative to their proximity to the O&M Works in advance of any O&M Works commencing.

Such surveys shall be carried out by a chartered structural engineer. The details of the chartered structural engineer which the Company intends to use to carry out the surveys shall be submitted for written approval by the Scottish Ministers.

4.2.2. Such surveys shall be carried out in two stages as follows:

(i) The first stage shall consist of pre-construction start condition surveys including photographic records carried out prior to the commencement of any O&M Works.

Two copies of the pre-construction start condition survey records and reports shall be completed and forwarded to the Scottish Ministers 4 weeks in advance of any O&M Works commencing.

(ii) The second stage shall consist of post-construction completion condition surveys including photographic records carried out within 4 weeks after the completion of the O&M Works.

Two copies of the post-construction completion condition survey records and reports shall be completed and forwarded to the Scottish Ministers within 8 weeks after the completion of the O&M Works.

4.2.3. In respect of all such property condition surveys, the Company shall arrange entry to the properties with the property owners.

This entry arrangement shall be in writing with a copy of this correspondence issued to the Scottish Ministers.

4.2.4. The Company shall provide the property owners with a copy of both the pre-construction and post-construction property condition surveys.

5. Disruption During Services Period

5.1. The Company shall ensure that disruption, nuisance, interference or material disturbances to users and other third parties during construction, completion, operation and maintenance of, and any testing, investigation and surveys in connection with, the O&M Works shall be kept to the minimum possible.

The Company shall ensure that there shall be adequate alternative provision of an appropriate standard for all vehicular, pedestrian, and animal traffic to all existing roads, footways, accesses, premises and otherwise adjacent to and/or affected by the O&M Works.

5.2. All O&M Works shall be carried out without unnecessary noise and disturbance subject to and without prejudice to the provisions of Appendix 1/9 to Part 5 of these O&M Works Requirements.

5.3. Notwithstanding any other provision of this Agreement the Company shall take all reasonable precautions in connection with any underground water resources (including percolating water), rivers, streams, waterways, drains, watercourses, lakes, ditches, reservoirs and otherwise to prevent:

5.3.1. any interference with the supply to or abstraction from such source;

5.3.2. silting;

5.3.3. erosion of their beds or banks; and

5.3.4. pollution of the water so as to affect adversely the quality or appearance thereof or cause injury or death to animal, aquatic or plant life;

in each case by an act or omission by the Company.

5.4. Notwithstanding the other requirements of this Agreement the Design shall ensure the continuity of operation of all existing electric fencing and all existing water supplies affected by the Design, construction, completion, operation and maintenance of the O&M Works.

6. Temporary Traffic Management Schemes

6.1. Notwithstanding any other provisions of this Agreement, the Company shall consult and comply with the requirements of:

6.1.1. Transport Scotland (Contact: Scott Lees, Telephone: 0141 272 7346);

6.1.2. East Dunbartonshire Council (Contact: Mike Newall, Telephone: 0141 578 8574);

6.1.3. North Lanarkshire Council (Contact: Tom Peebles, Telephone: 01236 616 406);

6.1.4. Falkirk Council (Contact Kevin Collins, Telephone: 01324 504 728);

6.1.5. Strathclyde Police (Contact: Constable Ian Kinning, Telephone: 0141 532 6471);

6.1.6. Central Police (Contact: Sergeant James Allan, Telephone: 01786 456505);

6.1.7. South East Management Unit; and

6.1.8. South West Management Unit.

as appropriate on all Temporary Traffic Management Schemes.

The Company shall provide Consultation Certificates in accordance with the Certification Procedure in respect of this requirement.

6.2. Notwithstanding any other provisions of this Agreement, the Company shall consult and comply with the requirements of:

6.2.1. Strathclyde Police (Contact: Constable Ian Kinning, Telephone: 0141 532 6471); and

6.2.2. Central Police (Contact: Sergeant James Allan, Telephone: 01786 456505);
and provide assistance to the Police in monitoring and enforcing speed restrictions.

The Company shall provide Consultation Certificates in accordance the Certification Procedure in respect of this requirement.

7. Land Made Available by the Scottish Ministers for the O&M Works

7.1. The extent of the land made available by the Scottish Ministers for the purposes of the O&M Works shall be the O&M Works Site.

Details of the limitations on use of the land in the O&M Works Site shall be as contained in Appendix 1/7 to Part 5 of these O&M Works Requirements and the other provisions of this Agreement.

7.2. Where any planning permission, Consent or otherwise shall be required as a result of the Design or any part of the Design for any part of the O&M Works, these shall be obtained by the Company from the Relevant Authority and submitted to the Scottish Ministers prior to either construction, completion, operation or the maintenance of that affected part of the O&M Works proceeding.

7.3. The Company shall consult and comply with the requirements of:

7.3.1. East Dunbartonshire Council (Contact; Mike Newall, Telephone: 0141 578 8574);

7.3.2. North Lanarkshire Council (Contact: Carol Ann Walker, Telephone: 01236 812418); and

7.3.3. Falkirk Council (Contact: Kevin Collins, Telephone: 01324 504728);

as appropriate, with respect to working hours and the control of noise and vibration as detailed in Appendix 1/9 to Part 5 of these O&M Works Requirements.

The Company shall provide Consultation Certificates in accordance with the Certification Procedure in respect of this requirement.

8. Licences Approvals and Otherwise

8.1. The Company shall not have possession and/or right of entry onto land owned or reputed to be owned by:

8.1.1. Network Rail; and/or

8.1.2. any other third party

until such licences, approvals and otherwise as may be relevant shall have been granted by Network Rail and/or any other third party.

8.2. The Company shall consult, comply and negotiate with Network Rail and/or any other third party to obtain the necessary licences, approvals and otherwise to enable either the construction, completion, operation or maintenance of the O&M Works.

In this respect the Company shall also refer to Appendix 1/7 to Part 5 of these O&M Works Requirements.

The Company shall provide Consultation Certificates in accordance with the Certification Procedure in respect of this requirement.

- 8.3. The Company shall consult and comply with the requirements of SEPA (Contact: John McKechnie, East Kilbride Office, Telephone: 01355 574 200) with respect to complying with the requirements of the Water Environment (Controlled Activities) Regulations 2005 ('CAR').

The Company shall provide Consultation Certificates in accordance with the Certification Procedure in respect of this requirement.

The Company shall also provide a copy of the relevant licences, registrations and otherwise as required under CAR to the Scottish Ministers prior to commencement of the relevant O&M Works.

9. Access

- 9.1. All roads and accesses affected by the O&M Works shall be retained and kept operational throughout the period of the O&M Works until alternative suitable means of access are provided in accordance with Appendix 1/18 to Part 5 of these O&M Works Requirements.

- 9.2. Notwithstanding the other provisions of this Agreement, any agreement to alter a private access in any way shall be confirmed in writing by the Company with the appropriate landowners, tenants and occupiers and other authorised users and the Company shall be required to have such agreement in writing prior to any alteration to the access.

A copy of any agreement together with supporting drawings shall be submitted to the Scottish Ministers, prior to implementation of such agreements.

- 9.3. The Company shall provide at least four weeks written notice to the Scottish Ministers, the Relevant Authorities and Interested Parties in advance of its intended date for stopping up any roads in accordance with the Orders.

- 9.4. Road access to the O&M Works Site shall be gained solely via classified roads subject to the requirements of Appendix 1/19 to Part 5 of these O&M Works Requirements.

- 9.5. Access to the O&M Works Site from public roads shall be subject to the requirements of Appendix 1/17 to Part 5 of these O&M Works Requirements.

- 9.6. The Company shall prevent any of the roads or bridges connecting with or on the routes to the O&M Works Site from being subjected to extraordinary traffic within the meaning of Section 96 of the Roads (Scotland) Act 1984 or any statutory modification or re-enactment thereof by any traffic of the Company and in particular shall select routes and use vehicles and restrict and distribute loads so that any extraordinary traffic as shall inevitably arise from the moving of Constructional Plant and material or manufactured or fabricated articles from and to the O&M Works Site shall be limited as far as reasonably possible and so that unnecessary damage or injury shall not be occasioned to such roads and bridges.

- 9.7. Notwithstanding the other provisions of this Agreement, the Company shall be responsible for and shall pay the cost of strengthening any bridges or altering or improving any roads communicating with the O&M Works Site to facilitate the movement of Constructional Plant equipment or temporary works or other items or vehicles required in the execution of the O&M Works and the Company shall negotiate and pay all claims arising out of any damage to any roads or bridges caused by such movement without recourse to the Scottish Ministers.

9.8. Notwithstanding the other provisions of this Agreement, the Company may gain entry to the O&M Works Site via private land only with the prior written agreement of the landowner and occupier after having obtained any necessary planning consent or otherwise.

Access to the private land from the public road shall be to the requirements of paragraphs 9.1. and 9.2.

9.9. The Company shall bear full responsibility for negotiating, paying for and bearing all costs relating to such access agreements and for any matters arising with parties who consider themselves to be affected by these accesses.

9.10. The Company shall assess the potential environmental impacts of any such access and ensure that any adverse environmental impact shall be avoided.

9.11. The Scottish Ministers shall have access at all times to the O&M Works Site for all purposes related to the Project and the Company shall provide all reasonable assistance and facilities required by the Scottish Ministers, the Undertakers and their respective contractors pursuant to the execution of all works in connection with or ancillary to the O&M Works (including the execution of diversionary works) or otherwise requiring to be carried out on the O&M Works Site.

9.12. Compliance with the requirements of this paragraph 9 shall not relieve the Company of any of its obligations under this Agreement and the Company shall not be entitled to any extension of time or additional payment.

10. Orders

10.1. Notwithstanding any other provisions of this Agreement, where the Company requires the enactment of further Orders and/or produces further Environmental Assessment Documents to accommodate the Design, construction, completion, operation and maintenance of the O&M Works, the Company shall be responsible for:

10.1.1. any additional time and cost for Design, construction, completion, operation and maintenance of the O&M Works, wayleaves, material procurement and otherwise;

10.1.2. any other associated work and/or risks;

10.1.3. all other costs and profit including those required by the Undertakers in connection with privately and publicly owned Apparatus and otherwise.

11. Public and Private Roads Accesses and Public/Private Rights of Way

11.1. The Company shall consult and comply with Relevant Authorities in connection with any alterations to public and private roads, accesses and public/private rights of way.

The Company shall provide Consultation Certificates in accordance with the Certification Procedure in respect of this requirement.

11.2. All public and private roads, accesses and public/private rights of way affected by the O&M Works shall be retained and maintained throughout the Services Period.

11.3. Any diversions which the Company proposes shall be shown to cause minimum disruption to the end User.

11.4. All construction procedures and equipment shall include adequate provision to ensure the safety of members of the public and others using public and private roads, accesses and public/private rights of way affected by the O&M Works.

11.5. Any agreement to alter a private road or access in any way shall be confirmed in writing by the Company with the appropriate landowners, occupiers and other

- authorised users and the Company shall be required to have such agreement in writing prior to any alteration to the access.
- 11.6. The Company shall assess the environmental impacts of the proposed changes to the O&M Works and ensure that all reasonable measures are taken to avoid or mitigate adverse environmental impacts.
- 11.7. A copy of any agreement together with supporting drawings shall be submitted to the Scottish Ministers prior to the Company carrying out any such alterations.

12. Community Relationships and Public Liaison

- 12.1. Notwithstanding any other provisions of this Agreement, throughout the Service Period, the Company shall consult and comply with Strathclyde Police (Contact: Constable Ian Kinning, Telephone: 0141 532 6471) and Central Police (Contact: Sergeant James Allan, Telephone: 01786 456505) on a regular and as necessary basis with regard to the security and protection of:

- 12.1.1. the O&M Works;
- 12.1.2. all persons entitled to be upon the O&M Works Site; and
- 12.1.3. the O&M Works Site.

The Company shall provide Consultation Certificates in accordance with the Certification Procedures in respect of this requirement.

- 12.2. The Company shall at all times maintain liaison procedures with all public bodies and local residents including residents' representative organisations who have a legitimate interest in the scheme and/or who are directly affected by its construction.

Liaison shall include attendance at meetings requested by these bodies and organisations. If the Company shall believe that a request shall be unreasonable or of no relevance to the Company's responsibilities it shall inform the Scottish Ministers immediately of details of the request and the Company's reasons for not wishing to attend. The Scottish Ministers may direct the Company to attend notwithstanding the wishes of the Company.

These bodies shall include, but shall not be limited to community councils within East Dunbartonshire Council, North Lanarkshire Council and Falkirk Council areas.

- 12.3. Notification shall be given to public bodies and local residents and public advertisements shall be made, in all circumstances where disruption or concern shall be likely to be caused, including, but not limited to, the commencement of any O&M Works, notable changes in working routines, the introduction of new traffic management systems (whether temporary or permanent), noisy operations and out-of-hours working.

All adjacent land owners and tenants shall be notified prior to works commencing in their vicinity.

- 12.4. Notwithstanding the other requirements of this Agreement, the Company shall liaise with:

- National Network Control Centre;
- AA Roadwatch;
- The RAC;
- Radio Scotland;
- Local Radio Networks;
- Traffic Link; and

any other organisations identified by the Scottish Ministers

with regard to meeting the requirements of Section 2 Appendix 1/17 of Part 5 to these O&M Requirements.

- 12.5. The Liaison Officer appointed by the Company in accordance with Part 9 of these O&M Works Requirements also shall be responsible for the Company's compliance with this Section 12.

13. Payment of Fees and Compliance with Undertakers

13.1. The Company shall:

- 13.1.1. give all notices;
- 13.1.2. take all actions; and
- 13.1.3. pay all fees;

required to be given or paid by any statutory requirements in relation to the execution of the O&M Works and by the rules and regulations of all Relevant Authorities whose property or rights shall be or may be affected in any way by the O&M Works.

14. Superintendence by Company

- 14.1. Notwithstanding the other provisions of this Agreement, the Company shall ensure there shall be supervision of the construction, completion, operation and maintenance of the O&M Works.

In doing so the Company shall ensure an adequate level of supervisory staff shall be present on the O&M Works Site at all times to carry out such supervision duties required under this Agreement.

- 14.2. Such staff shall have sufficient knowledge of the Operations to be executed (including, but not limited to, the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents) as may be required for the satisfactory execution of the Operations.

15. Data Collection

15.1. General

- 15.1.1. The Scottish Executive Road Information System shall be provided to the Company via a website hosted by the Scottish Ministers.

The Scottish Ministers shall supply the Company with 5 licences to access the website.

- 15.1.2. The Scottish Executive Road Information System has two principal modules

- (i) Pavement Management System including data for:
 - (a) condition;
 - (b) accidents;
 - (c) network; and
- (ii) Routine Maintenance and Management System including data for:
 - (a) network;
 - (b) inventory;
 - (c) defect;

- (d) inspection;
 - (e) maintenance; and
 - (f) road lighting.
- 15.1.3. The Company shall be responsible for providing the following to enable its licensed users to access the Scottish Executive Road Information System:
- (i) computer terminals running the latest version of Microsoft Internet Explorer;
 - (ii) broadband (with a minimum connection speed of 512 kilobits per second) corporate network or similar internet access;
 - (iii) security and firewall setup enabling the following protocols:
 - (a) HyperText Transfer Protocol (“http”);
 - (b) HyperText Transmission Protocol-Secure (“https”); and
 - (c) Citrix Internet Connection Sharing (“ICS”).
- 15.1.4. The Scottish Ministers shall supply software for data capture devices for use during inspections as required by these O&M Works Requirements.
- The Company shall supply all data capture device hardware which shall be capable of being used with the software supplied by the Scottish Ministers and which shall meet the following minimum specifications
- (i) laptop, tablet personal computer or similar device running Windows XP;
 - (ii) compliance with the specification in paragraph 15.1.3;
 - (iii) minimum 40 gigabyte hard disk; and
 - (iv) global positioning system capabilities.
- 15.1.5. The Scottish Executive Road Information System, communications to/from it and the data capture device software shall be under continual development by the Scottish Ministers.
- The Company shall accommodate all future developments as required by the Scottish Ministers at any time during the Service Period.
- 15.1.6. The Company shall appoint a Scottish Executive Road Information System Coordinator who shall be responsible for the implementation and management of the Scottish Executive Road Information System by the Company.
- 15.1.7. The Scottish Executive Road Information System Coordinator shall provide to the Scottish Ministers the names and email addresses of staff that the Company shall have authorised to use the Scottish Executive Road Information System.
- The Company shall notify the Scottish Ministers immediately if any of its authorised users leave the organisation. Company staff shall not divulge their usernames or passwords to anybody.
- 15.1.8. A Scottish Executive Road Information System user group meeting shall be held from time to time to inform the Company of future changes to Scottish Executive Road Information System and discuss potential developments to the Scottish Executive Road Information System.
- Any developments of the Scottish Executive Road Information System shall be at the sole discretion of the Scottish Ministers.

The Scottish Executive Road Information System Coordinator shall attend the Scottish Executive Road Information System user group at the dates and times notified in writing by the Scottish Ministers.

- 15.1.9. The Scottish Ministers shall from time to time provide training to the Company in the use of the Scottish Executive Road Information System.

The Company shall procure that all staff who shall be involved in the operation of Scottish Executive Road Information System shall attend such training at the dates and times notified in writing by the Scottish Ministers.

- 15.1.10. The Company shall be responsible for providing any additional training and ensuring that the Scottish Executive Road Information System shall be used in accordance with its own procedures.

- 15.1.11. The majority of the features and functionality of the Scottish Executive Road Information System shall be available through the web site.

Some features may only be available or work better offline (for example video survey data).

- 15.1.12. Prior to the Restricted Services Commencement Date the Company shall supply one personal computer terminal for use with the Scottish Executive Road Information System offline data.

The personal computer terminal shall as a minimum:

- (i) meet the specification as referred to in paragraph 15.1.3;
- (ii) have a CD-ROM drive;
- (iii) have a USB 2.0 connection; and

- 15.1.13. Offline data shall be supplied by the Scottish Ministers on a USB 2.0 external hard disk and updates may be provided from time to time on CD-ROM.

The Company shall install the personal computer terminal in the Company's office.

The said personal computer terminal shall only be used for the purposes of the Scottish Executive Road Information System.

15.2. Pavement Management System Features

- 15.2.1. The Company in liaison with Scottish Ministers shall populate the Pavement Management System module with the following information for the New M80 Motorway and the New M80 – M73 Link Road

- (i) road condition data including:
 - (a) high speed survey data;
 - (b) Sideways Co-efficient Routine Investigation Machine ("SCRIM") survey data; and
 - (c) deflectograph survey data.
- (ii) traffic flow data;
- (iii) accident data; and
- (iv) road construction data.

- 15.2.2. Survey contractors employed by the Scottish Ministers shall undertake road condition surveys on the New M80 Motorway and the New M80 – M73 Link Road unless notified otherwise by the Company.

- 15.2.3. The Scottish Ministers shall notify the Company in writing of the programme of routes and types of road condition surveys to be undertaken on the New M80 Motorway and the New M80 – M73 Link Road each year during the Contract Period and shall provide the data from such surveys to the Company.
- 15.2.4. The Scottish Ministers' survey contractors shall liaise directly with the Company informing it of the dates and types of surveys to be or being undertaken on the New M80 Motorway and the New M80 – M73 Link Road. The Company shall liaise with such survey contractors when necessary for the provision of traffic management and other safety purposes.
- 15.2.5. The Company shall notify the Scottish Ministers in writing if it intends to make its own arrangements to undertake road condition surveys in lieu of those to be or being undertaken by the Scottish Ministers' survey contractors.
- 15.2.6. The Company shall be responsible for analysing and interpreting the Pavement Management System data to identify structural pavement maintenance schemes.
- 15.2.7. The Company shall be responsible for updating the scheme management module of the Pavement Management System with details of all structural maintenance schemes in its draft maintenance programmes as referred to in these O&M Works Requirements.
- The status of each scheme shall be updated by the Company throughout the Contract Period.
- 15.2.8. A statement of intent and, during the last 5 Contract Years, a value for money assessment all as referenced in the Pavement Management System shall be attached to each scheme record by the Company.
- The category of the scheme shall be agreed with the Scottish Ministers.
- 15.2.9. Whenever a scheme includes:
- (i) repair;
 - (ii) replacement; or
 - (iii) change;
- of an area of carriageway greater than 30 metres in length and half a Lane or more in width the Company shall produce a maintenance scheme data sheet for that area.
- If more than one specification for repair replacement or change shall be adopted within the area the Company shall produce a structural pavement maintenance scheme data sheet for the area within which each specification shall be adopted.
- 15.2.10. Maintenance scheme data sheets shall be prepared in the form referred to in Appendix A.
- Such maintenance scheme data sheets shall contain sufficient data to identify uniquely the location and extent of the area of repair replacement or change with respect to the linear network referencing system.
- Structural pavement maintenance scheme data sheets shall be submitted to the Scottish Ministers within 28 days of completion of the related repair replacement or change.
- 15.2.11. The Scottish Ministers shall update the road construction data within the Scottish Executive Road Information System.

15.3. Routine Maintenance and Management Features

15.3.1. Network

- (i) The road network in the O&M Works Site shall be defined by way of a linear network referencing system using a series of links and sections dividing each route into identifiable lengths for management purposes.

Links and sections shall be marked by sets of studs installed on the road.

Road studs shall be maintained by the Company.

Each link and section shall have attributes defining its:

- (a) location;
 - (b) road characteristics; and
 - (c) shape.
- (ii) Road items such as
- (a) defects;
 - (b) treatments;
 - (c) inventory;
 - (d) condition assessment data;
 - (e) accidents; and
 - (f) any other relevant items.

shall be located by their link and section number and chainage from the network node points and by Ordnance Survey grid reference co-ordinates.

- (iii) The Scottish trunk road network referencing systems shall be held by the Scottish Ministers and supplied to the Company on the Scottish Executive Road Information System.

The Company shall ensure that the network referencing system supplied by the Scottish Ministers shall be used in all its systems that reference data to the road network within the O&M Works Site.

- (iv) The Scottish Ministers shall be responsible for:
- (a) defining the trunk road network and its attributes in the Scottish Executive Road Information System;
 - (b) assigning link/section numbers and node points to the trunk road network; and
 - (c) updating:
 - (i) the trunk road network;
 - (ii) attributes; and
 - (iii) data;

in the Scottish Executive Road Information System when changes occur.

- (v) The Company's responsibilities shall include but shall not be limited to:
- (a) notifying the Scottish Ministers of any changes to the trunk road network and providing data as referred to in paragraphs 15.5.1 to 15.5.2 inclusive, and ensuring that any other system used by the

Company uses the most recently issued version of the network referencing system; and

- (b) notifying the Scottish Ministers of:
 - (i) any error or discrepancy in Scottish Executive Road Information System;
 - (ii) the reason for such error; and
 - (iii) the proposed correction for consideration by the Scottish Ministers.

15.3.2. Inventory

- (i) The Scottish Ministers shall be responsible for:
 - (a) supplying the Company with the existing known inventory in the Scottish Executive Road Information System; and
 - (b) defining the inventory items and attributes to be collected by the Company within the Scottish Executive Road Information System.
- (ii) The Company's responsibilities shall include, but not be limited to:
 - (a) Checking and maintaining the accuracy and integrity of the inventory data;
 - (b) adding new inventory items and end-dating old inventory items as the inventory changes;
 - (c) adding the New Works inventory prior to the Full Services Commencement Date, including the following items:
 - (i) grassed areas;
 - (ii) shrubs;
 - (iii) woodland;
 - (iv) trees;
 - (v) scrub;
 - (vi) bulbs;
 - (vii) wetland; and
 - (viii) detector loops;
 - (d) adding new inventory attributes to items marked with a "*" in Appendix A to Part 2 of these O&M Works Requirements.

15.3.3. Inspections and maintenance

- (i) The Scottish Ministers shall be responsible for defining the types of inspections and maintenance to be recorded by the Company in the Scottish Executive Road Information System.
- (ii) The Company's responsibilities shall include, but shall not be limited to:
 - (a) designing its inspection and cyclic maintenance routes;
 - (b) creating its routes in the Routine Maintenance and Management System;
 - (c) carrying out inspections and maintenance;
 - (d) identifying Category 1 Defects and Category 2 Defects and other defects and entering all relevant data into the Routine Maintenance and Management System;

- (e) uploading and downloading inspection data from and to data capture devices; and
- (f) recording all required data and attributes in the Routine Maintenance and Management System.

15.4. Scottish Executive Road Information System Features

15.4.1. The Scottish Executive Road Information System data can be accessed interrogated and retrieved using one or more of the following methods:

- (i) map based presentation of data;
- (ii) fixed reports;
- (iii) user defined reports; and
- (iv) reports in Crystal Reports format.

15.4.2. The Scottish Ministers shall supply the Company with details of

- (i) the background table structures;
- (ii) relationships; and
- (iii) fields;

used in Scottish Executive Road Information System.

15.4.3. The fixed reports shall include but not be limited to the following:

- (i) Category 1 Defects and Category 2 Defects and other defects listing, including but not limited to:
 - (a) survey date;
 - (b) category;
 - (c) description;
 - (d) repair description; and
 - (e) immediate temporary and permanent repair dates;
- (ii) Category 1 Defect repair performance;
- (iii) inspection listing including but not limited to:
 - (a) inspection number;
 - (b) link/section;
 - (c) date;
 - (d) time;
 - (e) inspection type;
 - (f) inspection activities;
 - (g) inspector; and
 - (h) inspection method;
- (iv) safety inspection performance;
- (v) safety patrol performance;
- (vi) rock patrol performance;
- (vii) detailed inspection performance; and
- (viii) maintenance Operations and works carried out.

15.4.4. The user defined reports enable users to create queries concerning the Scottish Executive Road Information System data and to save the data in a text format.

15.4.5. A number of predefined reports in Crystal Reports format shall be provided by the Scottish Ministers to the Company.

The Scottish Ministers shall at their discretion host further reports in Crystal Reports format developed by the Company.

15.4.6. The Scottish Executive Road Information System has the ability to attach documents, photographs and other electronic files to records.

The Company shall make extensive use of this feature to record details and evidence of its activities which may include, but shall not be limited to:

- (i) completed inspection checklists;
- (ii) evidence of activities being carried out;
- (iii) photographic evidence of defects;
- (iv) inventory design information; and
- (v) photographs of inventory items where appropriate.

15.5. Trunk Road Network Update

15.5.1. The trunk road network referencing system shall be updated as necessary to reflect changes to the geometric alignment or cross-section of the New M80 Motorway and the New M80 – M73 Link Road.

(i) Examples of such changes shall include, but shall not be limited to:

- (a) major realignments; and
- (b) less extensive changes such as:

- (i) changes to cross-section (e.g. the addition of a climbing lane and on-line widening);
- (ii) new junction layouts;
- (iii) roundabouts; and
- (iv) bend straightening.

(ii) The Company shall notify the Scottish Ministers in writing that updates to the trunk road network referencing system are required as a result of changes to the geometric alignment or cross-section.

This shall be done at least 4 weeks before the Full Services Commencement Date in the case of the initial update to incorporate details of the New M80 Motorway and the New M80 – M73 Link Road and in all other cases 4 weeks before the commencement of the start of the relevant O&M Works.

(iii) The Company shall implement processes to ensure that any likely change to the geometric alignment or cross-section of the New M80 Motorway and the New M80 – M73 Link Road shall be identified.

Sources of potential change may include, but shall not be limited to:

- (a) schemes promoted by the Company such as minor improvement schemes;
- (b) schemes promoted by the Scottish Executive such as bypasses and major improvement projects; and

- (c) schemes promoted by third parties.
- (iv) The Company shall submit the information listed in paragraphs 15.5.2, to enable updates due to such schemes to be incorporated into the trunk road network referencing system.

15.5.2. Information required for network reference changes

- (i) Subject to the other provisions of this Agreement the following information shall be provided by the Company to the Scottish Ministers for each scheme identified to ensure that the changes required can be assessed, node markers installed and the trunk road network referencing system updated:
 - (a) scheme layout plans at 1:2500 scale which shall include, but not limited to:
 - (i) the scheme chainages, for each carriageway in the scheme, at the tie-in points to the existing road;
 - (ii) general layout Design data showing horizontal alignment details; and
 - (iii) for the main carriageway and any associated features (for example slip roads, roundabouts and associated links) reference to the Ordinance Survey grid.

This data shall be supplied in DXF format from MX or AutoCAD or ArcView shape file format.

- (b) scheme construction commencement and completion dates.

Where applicable the date when traffic first starts using the road in a temporary traffic management contra-flow or other temporary traffic management situation before scheme construction has been completed shall also be provided;
- (c) scheme Designer, Design Checker, Road Safety Auditor and O&M Works Contractor or otherwise;
- (d) the number of lanes for each new section; and
- (e) once the network node locations have been consented to in writing by the Scottish Ministers and installed by the Company, the O&M Works Contractor or otherwise, details shall be submitted for each scheme as follows:
 - (i) measured lengths for each new network section including those comprising existing or new road;
 - (ii) measured lengths of the road outwith the limits of the scheme within sections split by a new scheme;
 - (iii) Ordinance Survey grid references for each installed network node point which shall be provided as 12 figure references and shall be accurate to plus or minus 1 metre;
 - (iv) pavement construction data on forms as referred to in Appendix A; where changes in construction detail occur, the chainages shall be defined in terms of the trunk road network referencing system; and
 - (v) a separate form shall be used for each length of new road having the same construction detail and the relevant scheme chainages inserted.

15.6. Node Markers

15.6.1. Node marker installation

- (i) The Company shall ensure that all node markers on the trunk road network within the O&M Works Site shall be accurately located and visible at all times.
- (ii) All missing or defective node marker installations shall be treated as Category 1 Defects, including missing new markers.
- (iii) node studs shall be installed strictly in accordance with the Scottish Executive Advice Note 'Node Marker Standards'.

16. Abnormal Indivisible Load Routeing

16.1. Introduction

16.1.1. Movement of abnormal indivisible loads is regulated and controlled by:

- (i) Part II of the Road Traffic Act 1988;
- (ii) The Motor Vehicles (Authorisation of Special Types) General Order 2003 with subsequent revisions (hereinafter referred to as Special Types General Order); and
- (iii) The Road Vehicles (Construction and Use) Regulations 1986.

Movement of certain abnormal indivisible loads is illegal unless the Department for Transport on behalf of the Scottish Ministers has authorised the movement.

16.1.2. Hauliers are required to obtain authorisation for movements of abnormal loads with dimensions or weights described in Parts B and C of Appendix B.

16.1.3. In addition, hauliers moving abnormal indivisible loads (including those not requiring authorisation) are required, under the Special Types General Order, to give notice to the Police and all road and bridge authorities, who have responsibility for the proposed route, within the timescales as specified in Parts B and C of Appendix B.

16.1.4. Movement of certain loads shall require an escort.

Current arrangements permit hauliers to undertake self escorting of abnormal loads and abnormal vehicles within certain limits.

A code of practice – self escorting of abnormal loads and abnormal vehicles has been published by the Highways Agency (publication number HA74/05) and endorsed by the Association of Chief Police Officers in Scotland.

A notice to hauliers wishing to use roads in Scotland has been published by The Association of Chief Police Officers in Scotland.

The Company shall assist in facilitating the requirements of this notice; a copy of which is in Appendix C.

16.1.5. The Company shall include or procure the inclusion of documented procedures for the effective management of abnormal indivisible load routeing in the Quality Plan.

16.1.6. The Company shall appoint a Structures Engineer who shall be responsible for managing all aspects relating to the movement of abnormal indivisible loads and abnormal vehicles as referred to in these O&M Works Requirements.

16.2. Load Routeing and Co-ordination

16.2.1. The Scottish Ministers provide a routeing and coordination service for hauliers and industry.

The Company shall provide advice to the Scottish Ministers and, on behalf of the Scottish Ministers, to others as and when required.

- 16.2.2. The Company shall provide a routing and co-ordination service for hauliers and industry for those parts of movements that take place within the geographical area of the O&M Works Site.

The Structures Engineer shall manage and co-ordinate the carrying out of duties specified in the O&M Works Requirements.

The Company shall liaise with the:

- (i) adjoining local road authorities;
- (ii) Scottish Ministers;
- (iii) Police;
- (iv) Network Rail;
- (v) British Rail Property Board;
- (vi) British Waterways;
- (vii) Undertakers; and
- (viii) other legitimately concerned organisations;

as required, in order to advise on or identify a suitable route.

When any movement requires statutory authorisation the Company shall advise the haulier or company accordingly and refer the application or enquiry together with a suggested route to the Scottish Ministers.

- 16.2.3. Any advice that the Company shall give to hauliers industry shall be based on such records as the Company may possess or to which it shall have access.

The Company shall make it clear to hauliers or industry that the Company or the Scottish Ministers in suggesting or commenting on a proposed route assumes no responsibility of any kind in connection with the movement.

Neither the owner nor the operator of the vehicle shall be relieved of any of its obligations or liabilities under the Road Vehicles (Authorisation of Special Types) (General) Order 2003 or otherwise.

16.3. Route Assessment

- 16.3.1. The Company shall assess the suitability of bridges, other Structures and roads within the O&M Works Site for the movement of heavy wide long or high abnormal indivisible loads.

The Company shall utilise the Trunk Road Bridges Database (TRBDB) to identify structures affected on the movement route of an abnormal load and shall examine the records available in the TRBDB or otherwise available to the Company. The Company shall not be required to carry out further structural assessment as part of its duties under the O&M Works Requirements. If it is found that a structure requires further structural assessment to establish its capability to carry the proposed load the Company shall bring this immediately to the attention of the Scottish Ministers.

Subject to the haulier reaching agreement with the Scottish Ministers on a further structural assessment, the Company shall give assistance to the haulier or his agent by providing access to relevant drawings calculations and other appropriate records held by the Company.

16.4. Recommendation and Checks

- 16.4.1. The Company shall make its recommendations on the suitability of a proposed movement to the Scottish Ministers in writing, within the timescale specified in the written request for comments, in order to allow authorisation by or on behalf of the Department for Transport on behalf of the Scottish Ministers.

The Scottish Ministers shall issue a copy of the Special Types General Order to the Company.

The Company shall check all notifications and authorisations issued and shall bring to the attention of the appropriate organisation any discrepancies that it shall find.

16.5. Management and Records

- 16.5.1. The Company shall utilise and follow the procedures set out in the TRBDB, which incorporates a management system giving guidance on the effects of heavy load movements on certain underbridges within the O&M Works Site and allows input of historical records of all abnormal load movement (Trunk Road Bridges Database User Manual Abnormal Vehicle Movements). The Company shall provide details of all abnormal load movements, requiring statutory approval of which it has been notified, within 14 days of receiving the notification.

16.6. High Loads

- 16.6.1. The Company shall provide advice to the Scottish Ministers, other Relevant Authorities, hauliers and the industry on the passage of high loads.

The Scottish Ministers shall provide the Company with a grid of high load routes within Scotland.

These routes shall be generally for 5.48 metres (18ft) load heights but some can accommodate 6.09 metres (20ft) high loads.

The Company shall immediately notify the Scottish Ministers of any changes that shall be required to be made to the grid of high load routes and shall ensure that no work, including but not limited to any temporary work over which it shall have control, shall decrease the height clearances available on roads within the O&M Works Site.

16.7. Indemnification

- 16.7.1. The Company shall request, on behalf of the relevant Roads Authorities, indemnification in the format specified in Road Vehicles (Authorisation of Special Types) (General) Order 2003 from any haulier or company whose loads shall be expected to travel on the O&M Works Site.

The Company shall immediately notify the Scottish Ministers should any requested indemnities not be received.

The Company shall keep on file indemnity forms received and shall prepare and maintain a list of hauliers and industry for whom indemnity forms shall be held on file.

Indemnities shall be kept for a minimum period of 12 months after the indemnified movements have taken place.

17. Emergency Response Procedures

17.1. Introduction

- 17.1.1. The provisions of this section identify the requirements for planning management and response arrangements that shall be in place for responding to Emergencies that shall be executed by the Company as part of the Operations.
- 17.1.2. The Company shall provide all resources required to deal with Emergencies including but not limited to those scheduled in Clause 3201AR and Appendix 32/1 of Part 5 to these O&M Works Requirements.
- 17.1.3. The Company shall ensure that in the event of an Emergency occurring on or affecting the O&M Works Site, Company personnel shall:
- (i) take immediate action to deal with the Emergency; and
 - (ii) assist the emergency services and other third parties as necessary to deal with the Emergency and to minimise the disruption and delay to road users.
- 17.1.4. The Company shall include or procure the inclusion of documented procedures in the Quality Plan for effective:
- (i) notification;
 - (ii) planning;
 - (iii) management; and
 - (iv) response;
- for Emergency response Operations.

17.2. Resources for Emergency Response Operations

- 17.2.1. Emergency response resources shall be classified according to the availability and response time requirements of this Agreement as:
- (i) initial;
 - (ii) secondary; or
 - (iii) contingency;
- Emergency response resources.
- The Company shall ensure that:
- (iv) initial and secondary Emergency response resources shall be available at all times; and
 - (v) arrangements shall be established such that the Company shall deliver the contingency Emergency response resources to the location of the Emergency as soon as possible within a maximum of 24 hours of the requirement for the Emergency response resources being identified.
- 17.2.2. The Emergency response resources identified in Appendix 32/1 to Part 5 of these O&M Works Requirements shall be deemed to be the minimum provision and shall not be construed as being all the resources required by the Company to fulfil its obligations for Emergency response Operations.

17.3. Emergency Response Operations

- 17.3.1. Emergency response resources shall be provided to execute Emergency response Operations including, but not limited to:

- (i) providing assistance to the emergency services;
- (ii) traffic management for;
 - (a) hardshoulder closures;
 - (b) Lane closures;
 - (c) road closures; and
 - (d) other closures instructed within the road boundary;
- (iii) arranging for and implementing traffic diversions including, but not limited to, those necessary for:
 - (a) carriageways;
 - (b) footways;
 - (c) cycleways; and
 - (d) rights of way;
- (iv) making safe and protecting any part of the O&M Works Site infrastructure;
- (v) making safe and protecting infrastructure located on or adjacent to the O&M Works Site that shall not be the property of the Scottish Ministers and arranging with the owner of such infrastructure for its repair or replacement;
- (vi) making safe protecting and when necessary removing unsafe and fallen trees and branches;
- (vii) cleaning and sweeping;
- (viii) removal of:
 - (a) general debris;
 - (b) animal carcasses; and
 - (c) other obstructions in the road;
- (ix) containment removal and disposal of debris and waste including but not limited to:
 - (a) chemicals;
 - (b) noxious substances;
 - (c) body fluids;
 - (d) body parts; and
 - (e) other hazardous and sensitive material;
- (x) repairing and replacing any part of the O&M Works Site where necessary or where otherwise determined by the Scottish Ministers for a particular Emergency as part of the Emergency response Operations;
- (xi) alleviating and averting flooding;
- (xii) lifting and propping;
 - (a) bridges;
 - (b) other Structures; and
 - (c) other parts of the O&M Works Site;

- (xiii) over-spanning;
 - (a) bridge decks;
 - (b) supports at bridges; and
 - (c) other Structures that shall be unsafe due to failure or shall be damaged due to any cause including but not limited to scour and where possible enabling such bridges and Structures to remain in service;
- (xiv) removal and disposal of debris arising from landslips and rockfalls;
- (xv) dealing with subsidence; and
- (xvi) any other Emergency response Operations identified from the risk assessments as referred to in paragraph 17.4.2.

17.4. Emergency Response Plan

17.4.1. The Emergency Response Plan shall be a controlled item of the Quality Plan and shall form part of the O&M Manual. The Emergency Response Plan as at the Restricted Services Commencement Date shall be incorporated in Schedule 3 (Conceptual Design).

17.4.2. The Company shall undertake risk assessments of foreseeable Emergency circumstances and incidents to which it shall be required to respond including, but not limited to:

- (i) road traffic collisions;
- (ii) road traffic collisions with any:
 - (a) tree;
 - (b) sign;
 - (c) barrier;
 - (d) lighting column;
 - (e) Structures;
 - (f) rockface; and
 - (g) other highway obstructions whether they shall be the property of the Scottish Ministers or not;
- (iii) deposit and spillage of:
 - (a) debris;
 - (b) waste; and
 - (c) animal carcasses;
- (iv) damaged infrastructure on the O&M Works Site;
- (v) flooding and scour of roads and Structures;
- (vi) incidents other than vehicle damage that would put Structures at risk;
- (vii) spillage of:
 - (a) fuels;
 - (b) chemicals;
 - (c) noxious substances;
 - (d) body fluids;

- (e) body parts; and
 - (f) other sensitive material;
 - (viii) landslips and rockfalls;
 - (ix) subsidence;
 - (x) Emergencies arising from Exceptional Adverse Weather Conditions affecting any part of the O&M Works Site excluding the clearance of ice and snow in accordance with the Winter Service Plan; and
 - (xi) any other relevant circumstances or incidents.
- 17.4.3. The Emergency Response Plan shall contain details of the Company's arrangements and requirements including but not limited to contingency arrangements to enable Emergency response Operations to be executed in respect of any potential Emergency identified as a result of the risk assessments as referred to in paragraph 17.4.2 including, but not limited to:
- (i) management arrangements including but not limited to named personnel of:
 - (a) the Company; and
 - (b) other relevant organisations;
 - (ii) management arrangements to ensure the provision of out of hours Emergency liaison officers;
 - (iii) management communication and instruction arrangements to provide the response referred to in paragraph 17.5.1;
 - (iv) arrangements for notifying the emergency services of:
 - (a) the names;
 - (b) areas of responsibility; and
 - (c) arrangements for contacting suitably qualified members of staff who shall be conversant with the drainage systems within the O&M Works Site. Such staff shall be available to assist the emergency services in the event of Emergencies;
 - (v) communication methods which shall include, but not be limited to:
 - (a) a dedicated direct telephone number available to the emergency services to contact the Company; and
 - (b) the Company's method of informing the emergency services of the direct telephone number and any changes to it;
 - (vi) contingency arrangements for communication in the event of failure as a result of any cause of:
 - (a) electricity supplies;
 - (b) mobile phone services;
 - (c) land line phone services;
 - (d) radio communication services; or
 - (e) any other service on which the Emergency response Operations depend;
 - (vii) availability of:
 - (a) Company and other resources and their locations;

- (b) supply chain management arrangements;
- (c) emergency contact details; and
- (d) mobilisation arrangements;

for:

- (e) labour;
- (f) plant;
- (g) equipment; and
- (h) materials;

to execute all the potential Emergency response Operations identified as a result of the risk assessments undertaken;

(viii) arrangements for post-incident debriefing and reporting to the Scottish Ministers:

- (a) major incidents as referred to in paragraph 17.9.1 to 17.9.4 inclusive ;
- (b) fatal incidents as referred to in paragraph 17.10.1;
- (c) incidents involving spillage or deposit of hazardous or sensitive materials as referred to in paragraphs 17.6.1 to 17.6.9 inclusive; and
- (d) any Emergency where the requirements of this Agreement shall have not been met;

(ix) arrangements for liaison with all appropriate organisations as referred to in paragraph 17.4.4;

(x) arrangements for coordination with other emergency responders as referred to in paragraph 17.4.5;

(xi) arrangements for dealing with spillage and deposit of hazardous or sensitive material as referred to in paragraphs 17.6.1 to 17.6.9 inclusive;

(xii) arrangements for dealing with Structures as referred to in paragraph 17.7.1 to 17.7.6 inclusive;

(xiii) arrangements for measures to be implemented for the avoidance of damage to the O&M Works Site infrastructure from impending dangers;

(xiv) arrangements for dealing with unsafe or potentially unsafe Structures; and

(xv) the management process in arranging for specialist advice to determine:

- (a) the safety and stability of damaged or at risk Structures; and
- (b) the Design for temporary works remedial and strengthening measures for Structures.

17.4.4. The Company shall liaise as necessary with all appropriate organisations and shall ensure that the Emergency Response Plan shall be compatible with the emergency plans of those organisations and shall be understood by them, when:

- (i) preparing and reviewing the Emergency Response Plan;
 - (ii) during Emergency response Operations; and
1. for post-incident debriefing; and

such organisations shall include, but not be limited to:

- (iii) the emergency services;
- (iv) other operating companies responsible for management and maintenance of adjacent trunk roads;
- (v) contractors responsible for management and maintenance of adjacent or any other roads that have an interface with the O&M Works Site;
- (vi) the Scottish Environment Protection Agency;
- (vii) local authority emergency planning departments;
- (viii) Undertakers;
- (ix) Relevant Authorities;
- (x) Network Rail;
- (xi) bridge owners;
- (xii) the Traffic Scotland equipment operator; and
- (xiii) other appropriate organisations as required by the Scottish Ministers or as identified in the risk assessments as referred to in paragraph 17.4.2..

17.4.5. The Company shall advise the following organisations of the arrangements for initiating Emergency response Operations :

- (i) emergency services
- (ii) Relevant Authorities; and
- (iii) all other appropriate organisations as referred to in Paragraph 17.4.4; as necessary and as required by the Scottish Ministers.

17.4.6. The Company shall provide one electronic copy and one controlled paper copy of the Emergency Response Plan as appropriate to:

- (i) emergency services;
- (ii) Relevant Authorities; and.
- (vi) other appropriate organisations.

17.4.7. The Company shall keep the Emergency Response Plan under continuous review and shall modify it to ensure that the requirements of this Agreement shall be met at all times.

Such continuous review shall include but not be limited to:

- (i) the adequacy and availability of the Emergency response resources to execute all necessary Emergency response Operations;
- (ii) necessary or desirable changes to the arrangements identified through incident de-briefings; and
- (iii) maintaining the accuracy of contact details.

17.4.8. The Company shall only make changes to the arrangements set out in the Emergency Response Plan with the prior written consent of the Scottish Ministers with the exception of changes to contact details.

17.4.9. The Company shall immediately notify any change to the Emergency Response Plan to all holders of controlled copies of the plan and shall provide a controlled copy of the change within one Business Day.

17.5. Emergency Response Operations

- 17.5.1. The response times for attendance of the Company's:
- (i) initial;
 - (ii) secondary; and
 - (iii) contingency;
- Emergency response resources at the scene of an Emergency shall be as referred to in Clause 3201AR and Appendix 32/1 to Part 5 of these O&M Works Requirements.
- 17.5.2. Emergency cover shall be available for 24 hours a day on every day of each Contract Year.
- The Company shall prepare rotas of suitably trained operatives to attend on the O&M Works Site at the location of an Emergency whenever necessary to implement appropriate measures or actions.
- 17.5.3. The Company shall prepare rotas at least 60 days prior to the Restricted Services Commencement Date and thereafter at least two weeks prior to 1 April and 1 October in each Contract Year detailing the availability of:
- (i) supervisors; and
 - (ii) emergency crews;
- for each six month period of each Contract Year commencing on such dates.
- 17.5.4. The rotas shall include a list of named personnel with contact details of their line manager and shall be updated when the personnel identified on the rotas cease to be available or when changes shall be proposed by the Company.
- 17.5.5. The Company's arrangements for training and supervision shall ensure that all the Company's staff who may be involved in any aspect of Emergency response are familiar with the types of Emergency that can be expected including but not limited to any special procedures to be followed during the hours of darkness.
- 17.5.6. The Company shall provide an out-of-hours service to deal with Emergency telephone calls when the customer contact service is not available.
- 17.5.7. The Company's Emergency response staff shall be contactable at all times during their period of duty.
- 17.5.8. For all Emergencies the Company shall mobilise and deploy:
- (i) initial Emergency response resources as soon as possible within the response times referred to in Clause 3201AR to Part 5 of these O&M Works Requirements having regard to the information available at any time in respect of the particular Emergency;
 - (ii) secondary Emergency response resources as soon as possible within four hours whenever the need for them shall be identified; and
 - (iii) contingency Emergency response resources as soon as possible within 24 hours whenever the need for them shall be identified and shall execute Emergency response Operations as necessary in accordance with the requirements of this Agreement.
- 17.5.9. Whenever the emergency services shall be controlling the response to an Emergency the Company shall provide all possible assistance to them.
- The Company shall deploy its resources and execute Emergency response Operations in accordance with the requirements of the emergency services.

The Company's obligation to comply with the requirements of the emergency services shall be limited to such Operations as the Company can accept responsibility for:

- (i) the safety of the Operations that it executes and the staff it deploys;
- (ii) compliance with:
 - (a) legal requirements; and
 - (b) appropriate codes of practice;

including but not limited to health and safety and the consequences that any Operations may have on the environment.

17.5.10. The Company shall when required:

- (i) in response to an Emergency; and/or
- (ii) by the Police;

implement:

- (iii) the appropriate standard diversion route; or
- (iv) where there is no standard diversion route, establish a suitable diversion route and position all diversion signing required.

17.5.11. The implementation and removal of any diversion signing shall be in accordance with traffic management standards as required by Chapter 8 of the Traffic Signs Manual and as agreed in consultation with:

- (i) the Police;
- (ii) local road authorities whose roads form the diversion route;
- (iii) the Traffic Scotland equipment operator; and
- (iv) other operating companies and relevant agencies.

17.6. Particular Requirements in Respect of Spillage and Deposit of Hazardous or Sensitive Material

17.6.1. The emergency services shall have the primary responsibility for establishing a safe situation at an Emergency involving spillages or deposit of:

- (i) chemicals;
- (ii) noxious substances;
- (iii) body fluids;
- (iv) body parts; and
- (v) other hazardous or sensitive materials on the O&M Works Site or part of the O&M Works Site.

17.6.2. The emergency services shall normally identify:

- (i) chemicals;
- (ii) noxious substances; and
- (iii) other hazardous or sensitive material;

except in those situations where the emergency services decide it shall not be necessary for them to identify the materials to ensure the safety of the public and the staff dealing with the incident.

17.6.3. The Company and its sub-contractors shall not enter an area containing:

- (i) chemicals;
 - (ii) noxious substances;
 - (iii) body fluids;
 - (iv) body parts; and
 - (v) other hazardous or sensitive material;
- until such time as the emergency services have confirmed that they require assistance and / or that it shall be safe so to do.
- 17.6.4. The Company shall deploy suitably trained personnel to deal with waste materials on the O&M Works Site.
- 17.6.5. The Company's Emergency response resources shall include, but not be limited to:
- (i) a waste disposal contractor; and
 - (ii) such other contractors;
- as shall be necessary for the identification management removal and disposal of:
- (iii) chemicals;
 - (iv) noxious substances;
 - (v) body fluids;
 - (vi) body parts; and
 - (vii) other hazardous and sensitive material;
- the Company shall not be responsible for the management removal or disposal of identifiable body parts.
- 17.6.6. The Company shall liaise as necessary with the Scottish Environmental Protection Agency to ensure that identification management removal and disposal of waste materials shall be undertaken in accordance with:
- (i) statutory requirements; and
 - (ii) current best practice guidance;
- to minimise risk to the environment.
- 17.6.7. The Company's procedures shall be developed with consideration of the content of Pollution Prevention Guideline 22 issued by the Scottish Environmental Protection Agency, which gives advice on containment and dealing with such spillages.
- 17.6.8. The Company shall deploy Emergency response resources to assist the emergency services with the containment of any:
- (i) chemicals;
 - (ii) noxious substances; and
 - (iii) other hazardous and sensitive material when it shall be instructed by the emergency services that they require such assistance and that it shall be safe so to do.
- 17.6.9. When the emergency services have established a safe situation and the Company shall have been instructed by the emergency services the Company shall:

- (i) identify the nature of the waste materials when this has not been undertaken by the emergency services; and
- (ii) remove and dispose of;
 - (a) chemicals;
 - (b) noxious substances;
 - (c) body fluids;
 - (d) body parts; and
 - (e) other hazardous or sensitive materials excluding identifiable body parts;on the O&M Works Site in accordance with statutory requirements as directed by the Relevant Authorities and with due care to:
 - (f) avoid risk to Company personnel, other people in attendance at the Emergency, Users and the public;
 - (g) avoid pollution of the environment; and
 - (h) preserve dignity in sensitive situations.

17.7. Particular Requirements in Respect of Structures

- 17.7.1. Subject to the emergency services exercising their statutory functions for command and control at the scene of an Emergency incident the Company shall have primary responsibility when dealing with an Emergency affecting Structures other than at a road and rail accident where the emergency services / Network Rail shall take the primary role.

In both instances the Company shall comply with the requirements as referred to in paragraphs 17.7.1 to 17.7.6 inclusive.

- 17.7.2. The resources that shall be available for mobilisation to execute the Emergency response Operations on response to and for dealing with emergencies involving Structures shall include but not limited to:
- (i) temporary props;
 - (ii) supports;
 - (iii) barriers;
 - (iv) diversion signs;
 - (v) temporary bridge and decking units;
 - (vi) trench crossing units; and
 - (vii) steel plates.
- 17.7.3. The Company shall deploy trained competent personnel to deal with all Emergencies or major incidents involving Structures including but not limited to where this involves:
- (i) rail bridges;
 - (ii) confined spaces;
 - (iii) electrical installations;
 - (iv) gantries; and
 - (v) runway beams.

- 17.7.4. The Company shall liaise with the Scottish Ministers officers listed in Table 17.1 in response to all Emergencies or major incidents.
- 17.7.5. The Company shall ensure that its contingency Emergency response resources include, but shall not be limited to:
- (i) a temporary bridging unit contractor;
 - (ii) a temporary bridge propping contractor;
 - (iii) a heavy crane contractor;
 - (iv) a temporary barrier contractor;
 - (v) a demolition contractor;
 - (vi) an access platform contractor; and
 - (vii) a diving contractor.

These shall be competent and capable of supplying and erecting this equipment to the timescales referred to in paragraph 17.5.1. Following the provision of initial Emergency response resources the Company shall when assessed as being safe to do so by the Structures Engineer provide secondary and contingency Emergency response resources in respect of Structures.

These shall include, but not be limited to:

- (i) assessment by:
 - (a) the Structures Engineer;
 - (b) approved deputy; or
 - (c) other competent qualified engineer in the safety, use and stability of a damaged Structure or of circumstances where a Structure its use and/or stability is at risk and the safety of the public shall be endangered.
- (ii) arranging for and/or implementing footway and cycleway diversions;
- (iii) making safe damaged parapets and barriers;
- (iv) clearing detached non structural elements where there shall be risk of them falling to the carriageway, navigable watercourse or other place accessible to a private landowner or the public below;
- (v) installing traffic barriers to prevent vehicular access to and across Structures following an Emergency or a major incident that renders the Structure potentially unsafe;
- (vi) making safe electrical supplies to Structures including but not limited to damaged;
 - (a) signs;
 - (b) gantries;
 - (c) high mast lights; and
 - (d) other Structures;
- (vii) fencing to prevent public access to damaged Structures;
- (viii) temporary fencing to damaged parapets or walls;
- (ix) installing temporary barriers to achieve the appropriate containment following damage to parapets and walls;

- (x) provide special access to investigate damaged or unsafe Structures;
 - (xi) implementing weight or traffic restrictions to certain vehicle types on Structures;
 - (xii) setting up signing for short or long term diversion routes; and
 - (xiii) alleviating and averting flooding to Structures and taking measures to prevent further damage due to scour.
- 17.7.6. The scope of the Emergency Response Plan shall also consider incidents other than vehicle damage that would put Structures at risk and how such incidents shall be managed.
- 17.7.7. Where Emergencies require urgent Design for remedial measures and the assessment of;
- (i) damage;
 - (ii) the effect on load carrying capacity;
 - (iii) ability to remain in service; or
 - (iv) design of temporary works;
- the Company shall carry out the Design, unless directed otherwise by the Scottish Ministers.
- 17.8. Participation In Emergency Planning Activities
- 17.8.1. From time to time the emergency services in conjunction with local authorities and central government departments hold contingency planning and emergency planning meetings and conduct contingency and emergency exercises.
- The Company shall participate in all:
- 2. meetings to which it shall have been invited by such parties including but not limited to meetings of all local contingency planning forums whose areas cover any part of the O&M Works Site and
 - 3. exercises to which it shall be invited by such parties in which the role of Emergency response has any relevance whatsoever.
- 17.9. Reporting – Major Incidents
- 17.9.1. Major incidents include, but shall not be limited to, incidents where the following occurs:
- (i) Exceptional Adverse Weather Conditions;
 - (ii) ground stability problems;
 - (iii) significant damage or impending damage to Structures;
 - (iv) a traffic accident;
 - (v) a series of traffic accidents;
 - (vi) the spillage of hazardous materials;
- on or in the vicinity of any trunk road within the O&M Works Site shall have resulted in or may cause:
- (vii) major disruption to traffic flow;
 - (viii) serious inconvenience to road Users; or

- (ix) prolonged inconvenience to road users in relation to the normal level of service provided by the trunk road in the particular area during the relevant period of time or an incident which has resulted in or may cause;
 - (x) a serious risk of harm to the environment; or
 - (xi) serious risk to the safety or welfare of:
 - (a) road users;
 - (b) the public; or
 - (c) personnel engaged in O&M Works or works on the trunk road including but not limited to circumstances relating to Emergency response Operations.
- 17.9.2. Notwithstanding any other provisions of this Agreement on becoming aware of a major incident the Company shall:
- (i) first take such actions as are necessary to arrange the response to the Emergency;
then
 - (ii) immediately contact:
 - (a) the Transport Scotland staff; and
 - (b) the appropriate Scottish Ministers' staff
 as referred to in Table 17.1.

Table 17.1 – Notification of major incidents

	The Company shall notify Transport Scotland staff as follows	The Company shall notify the Scottish Ministers' staff as follows
At all times	<ul style="list-style-type: none"> (i) Contact the NNCC in accordance with procedures that shall be agreed by the Company with the Traffic Scotland network operator and (ii) Make the other contacts specified below. 	
Monday to Friday Business Days - 09.00 to 21.00	<ul style="list-style-type: none"> (i) 1st contact - the Area Manager (ii) 2nd contact - the Network Manager for the Project Roads (iii) 3rd contact – the National Network Manager (iv) 4th contact – the Scottish Ministers (v) 5th contact – the Transport Scotland Media Officer 	The Scottish Ministers
Monday to Friday	(i) Contact the Transport	Submit a report of the incident by

Business Days 21.00 to 09.00	(ii) Scotland Media Officer and Submit a report of the incident by e-mail including details as set out in paragraph 17.10 to: - The Area Manager and - The Network Manager and - The National Network Manager by not later than 09.00 on the next Business Day.	e-mail including details as set out in paragraph 17.10 to the Scottish Ministers by not later than 0900 on the next Business Day.
21.00 Friday to 09.00 Monday and Bank Holidays	(i) Notify Transport Scotland staff as required for Monday to Friday Business Days 21.00 to 09.00 and (ii) Make contact as soon as possible with the Transport Scotland contacts in contact order until successful contact shall be made, as required for Monday to Friday Business Days – 09.00 to 21.00, between the hours of 10.00 and 21.00 following the occurrence of the major incident.	(i) Notify Scottish Ministers as required for Monday to Friday Business Days 21.00 to 09.00 and (ii) Make contact as soon as possible with the Scottish Ministers, as required for Monday to Friday Business Days – 09.00 to 21.00, between the hours of 10.00 and 21.00 following the occurrence of the major incident.

17.9.3. The

- (i) names;
- (ii) contact telephone numbers; and
- (iii) email details;

of Transport Scotland staff to be contacted shall be notified to the Company before the Restricted Services Commencement Date in writing by the Scottish Ministers and shall include out of normal working hours telephone numbers where applicable.

17.9.4. The Company shall provide full details of the Emergency to Transport Scotland staff to ensure they shall be in a position to brief the Scottish Ministers and the media with as full an account of events as quickly as possible.

The Company shall always remain responsible for the Emergency response Operations to the major incident.

17.10. Reporting - Fatal Accidents

17.10.1. In the case of any incident involving fatality the Company shall notify Transport Scotland's:

- (i) area manager;
- (ii) network manager; and

(iii) national network manager;
immediately by e-mail providing brief details of the incident and make reasonable attempts to verbally contact one of the recipients to confirm an e-mail has been sent.

A detailed report of the fatal accident shall be submitted to the area manager by electronic copy within 24 hours of the incident occurring which shall include but shall not be limited to the following information:

- (iv) location (with plan if possible);
- (v) brief description of the circumstances;
- (vi) photographs where possible;
- (vii) details of casualties and vehicles involved;
- (viii) details of road conditions;
- (ix) other relevant information including prevailing weather conditions adjacent road works;
- (x) details of any Emergency response Operations undertaken by the Company; and
- (xi) name of deceased person(s) or the Police incident reference number as issued by the Police to the Procurator Fiscal.

17.11. Records – Register of Emergencies

17.11.1. An electronic register of all Emergencies shall be maintained by the Company.

17.11.2. The information recorded for each Emergency shall include, but shall not be limited to:

- (i) the time of receipt of notification;
- (ii) the name of the Company member of staff receiving the report;
- (iii) the name of the organisation or person notifying the Emergency;
- (iv) full details of the Emergency;
- (v) details of all Emergency response resources mobilised;
- (vi) details of all Emergency response Operations undertaken by the Company in responding to the Emergency; and
- (vii) the times taken;
 - (a) by each of the Emergency response resource to implement the Emergency response Operations;
 - (b) to make the O&M Works Site safe and useable.

17.12. Records - Register of Fatal Accidents

17.12.1. An electronic register of all fatal incidents shall be maintained by the Company.

17.12.2. Information to be recorded shall include, but shall not be limited to:

- (i) trunk road route number;
- (ii) location;
- (iii) date of accident;
- (iv) name and address of deceased;

- (v) Police incident reference number as issued by the Police to the Procurator Fiscal;
- (vi) video and photographic evidence referenced to a plan; and
- (vii) details of any subsequent investigation into the accident.

17.13. Records - Inspection of Records

- 17.13.1. All records shall be held within the Company's office and shall be available for inspection by the Scottish Ministers at any time.

18. Road Safety Audits

18.1. General

- 18.1.1. Road Safety Audits shall be carried out in accordance with the DMRB as amended by the requirements below.
- 18.1.2. Road Safety Audit Certificates appropriate to each Road Safety Audit carried out shall be provided to the Scottish Ministers as required by the Certification Procedure.
- 18.1.3. Road Safety Audits Stage 1, 2, and 4 shall have the meaning defined in the DMRB.

18.2. Safety Audit Team

- 18.2.1. The Company shall request approval of the Road Safety Auditor, together with the names and curricula vitae of the proposed Safety Audit Team, in accordance with the Certification Procedure
- 18.2.2. Once approval of the Road Safety Auditor and all prospective members has been obtained, the Company shall appoint the Road safety Auditor who shall appoint the Safety Audit Team.

18.3. Road Safety Audit Stage 1

- 18.3.1. The Conceptual Design shall include a completed Road Safety Audit Stage 1.
- 18.3.2. Any proposal by the Company to vary the Conceptual Design shall be subject to a Road Safety Audit Stage 1 in accordance with the Certification Procedure.

18.4. Road Safety Audit Stage 2

- 18.4.1. The Design for the O&M Works shall be subjected to a Road Safety Audit Stage 2. The Road Safety Audit Stage 2 may be phased using the following zones of interest:
 - (i) road layout, earthworks, drainage, services, Structures, and Accommodation Works;
 - (ii) fencing and environmental barriers;
 - (iii) road pavement, kerbs, footways and paved areas;
 - (iv) road restraint systems;
 - (v) signs, road markings, motorway communications and lighting; and
 - (vi) environment and landscape.
- 18.4.2. These zones of interest may be further divided into packages for sections of the O&M Works if agreed in writing by the Scottish Ministers.

18.4.3. The Company shall submit to the Safety Audit Team the following information relating to the parts of the Design Elements for each zone of interest where relevant:

- (i) 1:500 scale plans of the road layout showing all junctions, including verges and extent of side slopes; and
- (ii) plans showing road restraint systems (vehicular and pedestrian), bridge parapets, walls, Structures, signs (including locations and indicating face and pole arrangements), road markings, lighting, service diversions, drainage layouts, kerbs, footways, and all other road side features.

18.4.4. The Company shall supply the Safety Audit Team with any further information it may request.

18.4.5. The Company shall not construct the parts of the Design or Design Element subjected to a Road Safety Audit until the recommendations of the Road Safety Audit Stage 2 report including, where appropriate:

- (i) alternative solutions to the safety issues raised by the Road Safety Audit Stage 2 which have been agreed by the Safety Audit Team; and
- (ii) any decision of the Director, as defined in HD19 of the DMRB, with respect to issues detailed in the Exception Report, as defined in HD19 of the DMRB;

have been incorporated in the Design or Design Element.

18.5. Road Safety Audit Stage 3

18.5.1. A Road Safety Audit Stage 3 shall be carried out immediately prior to the Company issuing notice to the Scottish Ministers in connection with any relevant Final Construction Certificate.

18.5.2. The Road Safety Audit Stage 3 shall be carried out in connection with the full extent of any part of the O&M Works proposed for issue of the relevant Final Construction Certificate.

18.5.3. Notwithstanding the other requirements of this Agreement, a Stage 3 Trunk Road Cycle Audit shall be included with the Road Safety Audit Stage 3 as described in paragraph 20.4.

18.5.4. The Company shall be responsible for ensuring that representatives of

- (i) the Scottish Ministers;
- (ii) the Police;
- (iii) the Relevant Authority responsible for the connections to the side road network;
- (iv) the South East Management Unit and South West Management Unit, as appropriate, and
- (v) the Designer(s);

are invited to accompany the Safety Audit Team to offer their specialist views for the Road Safety Audit Stage 3.

Notwithstanding any other requirements of the DMRB, any views or observations made at the Road Safety Audit Stage 3 by the Scottish Ministers, the Police and any relevant local authority and any other party with specialist interest shall be recorded in the Road Safety Audit Stage 3.

- 18.5.5. Before issue of any Final Construction Certificate, the Company shall incorporate into the O&M Works, the recommendations of the Road Safety Audit Stage 3 report including, where appropriate:
- (i) alternative solutions to the safety issues raised by the Road Safety Audit Stage 3 which have been agreed by the Safety Audit Team; and
 - (ii) any decision of the Director, as defined in HD19 of the DMRB, with respect to issues detailed in the Exception Report, as defined in HD19 of the DMRB.
- 18.6. Road Safety Audit Stage 4
- 18.6.1. A Road Safety Audit Stage 4 shall be carried out on the O&M Works in accordance with the DMRB.
- 18.6.2. A Road Safety Audit Stage 4 report shall also be prepared which shall include the following:
- (i) details of any specific safety problems identified through the traffic accident record analysis; and
 - (ii) recommendations to address the problems highlighted.
- 18.6.3. The Company shall incorporate into the Design and the O&M Works, those recommendations identified for his action in the Road Safety Audit Stage 4 report including, but not limited to:
- (i) alternative solutions to the safety issues raised which have been agreed with the Safety Audit Team; and
 - (ii) any decision of the Director, as defined in HD19 of the DMRB, with respect to issues detailed in the Exception Report, as defined in HD19 of the DMRB.
- 18.6.4. Notwithstanding any other requirements of this Agreement, additional Design and works resulting from the recommendations of the Stage 4 Road Safety Audits shall be deemed to be work of repair, amendment, reconstruction, rectification and making good of Detects, imperfections, shrinkages or other faults arising during the Services Period.
- All such additional Design and works shall be carried out by the Company at his own expense.
- 18.7. Road Safety Audit For Temporary Traffic Management Schemes
- 18.7.1. Road Safety Audits Stage 2 and Stage 3 shall be carried out on Temporary Traffic Management Schemes that are judged by the Company, following discussions with:
- (i) East Dunbartonshire Council (Contact: Mike Newall, Telephone: 0141 578 8574);
 - (ii) North Lanarkshire Council (Contact: Tom Peebles, Telephone: 01236 616 406) and
 - (iii) Falkirk Council (Contact: Kevin Collins, Telephone: 01324 504 728); as appropriate
 - (iv) the Scottish Ministers; and
 - (v) the Police;
- to be sufficiently complex or major to require audit.

The Company shall provide Consultation Certificates in accordance with the Certificate Procedure in respect of this requirement.

- 18.7.2. The general procedures are as described above and modified as follows:
- (i) Road Safety Audit Certificates appropriate to each Road Safety Audit carried out on Temporary Traffic Management Schemes shall be provided to the Scottish Ministers as required by the Certification Procedure.
 - (ii) At Stage 3 Road Safety Audits for Temporary Traffic Management Schemes, the Temporary Traffic Management Scheme shall be implemented and audited outwith peak times as described in Appendix 1/17 to Part 5 of these O&M Works Requirements.
 - (iii) At the audit the Safety Auditor shall advise the Company of any alterations required to the Temporary Traffic Management Scheme and these shall be implemented by the Company to the satisfaction of the Safety Auditor within no more than 12 hours of receipt of that advice.

18.8. Road Safety Audits Carried Out by Others

- 18.8.1. Schemes promoted by others shall be the subject of Road Safety Audits carried out on behalf of the promoters of the schemes and reports shall be submitted to the Company. In such cases the company shall review and comment on any points of concern contained within Road Safety Audit reports prepared and provided by others.

18.9. Accident Prevention

- 18.9.1. Notwithstanding the requirements in respect of Road Safety Audits, the Company shall undertake all necessary measures having regard to the Company's responsibilities under this Agreement such that for any given calendar year the average accident rate for the roads in the O&M Works Site measured in terms of accidents per million vehicle kilometres for all severities of injury over the previous three years shall be no worse than the average accident rate for the same classification of injury derived from figures in respect of motorways for the same three years contained within Road Accidents Scotland, a National Statistics publication released annually by the Scottish Executive.

- 18.9.2. The Scottish Ministers shall provide to the Company in October of each year, lists (referred to as the moving cursor programme) of locations within the O&M Works Site exhibiting three or more personal injury accidents during any three year period, the current threshold criterion.

The Company shall take all measures necessary to avoid the Project Roads exhibiting characteristics which cause the threshold criterion to be exceeded and shall scrutinise the lists and provide a report to the Scottish Ministers identifying the measures it proposes to undertake to reduce the accident rates at these sites to below the threshold criteria.

The report shall include a programme for the implementation of such measures and shall identify any locations which may be considered unsuitable for treatment.

Subject to the agreement of the Scottish Ministers, the Company shall proceed with the proposed measures at the earliest practical date.

The report shall be submitted to the Scottish Ministers within six weeks of receipt by the Company of the moving cursor programme from the Scottish Ministers.

19. Departures

19.1. Where the Company proposes to incorporate a Departure within the Design of the O&M Works or for the Operations, the Company shall seek the formal approval in writing of the Overseeing Organisation.

For this purpose, the Overseeing Organisation in Scotland is Transport Scotland, Trunk Road Infrastructure and Professional Services Directorate.

19.2. The Company may seek a Departure where it can be shown that the safety of the Users, operational effectiveness and Design Life Expectancy are not compromised and that these O&M Works Requirements shall still be satisfied.

19.3. Applications by the Company for a Departure shall be made in accordance with the Certification Procedure.

20. Trunk Road Cycle Audit

20.1. Trunk Road Cycle Audits shall be carried out in accordance with the requirements of Chapter 14, Trunk Road Cycle Audit System, of Cycling By Design published by the Scottish Executive as a consultation paper in December 1999.

20.2. A Stage 2 and Stage 3 Trunk Road Cycle Audit shall be carried out in accordance with Chapter 14 of Cycling by Design.

20.3. For the avoidance of doubt, the Trunk Road Cycle Audit Stage 2 shall be undertaken prior to the construction of any cycle facilities and/or any affected O&M Works.

20.4. The Trunk Road Cycle Audit Stage 3 shall be integrated with the Road Safety Audit Stage 3 as a supplementary procedure.

20.5. Cycle Audit Certificates shall be submitted in accordance with the Certification Procedure.

21. Noise Surveys

21.1. The Company shall carry out noise surveys as detailed in Appendix 1/9 to Part 5 of these O&M Works Requirements in accordance with the Noise Insulation (Scotland) Regulations 1975 and the Memorandum on the Noise Insulation (Scotland) Regulations 1975 - Regulations 3 and 6 as published by Her Majesty's Stationery Office. These noise surveys shall relate to traffic noise generated from the Project Roads.

21.2. Year 1 noise surveys shall be carried out within 12 months of the issue of the relevant Permit to Use, as appropriate. Reassessments based on the same month shall be made in the 5th, 10th and 15th year following the original surveys.

21.3. The Company shall be responsible for the settlement of any claims for compensation from third parties and provision of noise insulation for third parties required under the Noise Insulation (Scotland) Regulations 1975 as a result of the noise surveys.

21.4. Where any O&M Works are carried out by the Company which shall have an effect on noise it shall carry out noise surveys in accordance with the Noise Insulation (Scotland) Regulations 1975 and the Memorandum on the Noise Insulation (Scotland) Regulations 1975 - Regulations 3 and 6 on properties as required by the Scottish Ministers.

The Company shall be responsible for carrying out the subsequent surveys and shall be responsible for the settlement of any appropriate claims for compensation from third parties under the Regulations as a result of the Operations.

22. Defects and Damage

- 22.1. Other than as set out in Clause 12.1.3 of the Agreement, the Company shall as part of the O&M Works remedy all defects, including Category 1 Defects and Category 2 Defects, occurring or manifesting themselves in the O&M Works Site at any time within the appropriate timescale identified in paragraphs 1.2.7 and 1.2.8 to Part 2 of these O&M Works Requirements.
- 22.2. In the event of any damage to or destruction of the O&M Works Site or any part thereof at any time then irrespective of the cause of such damage or destruction the Company shall, as part of the O&M Works, carry out, as soon as possible, such O&M Works as shall be necessary to reinstate the O&M Works Site in accordance with these O&M Works Requirements, as a minimum to its condition immediately prior to the occurrence of such damage or destruction.

23. Shared Electrical Facilities

- (a) The Company shall ensure that no shared electrical facilities shall be arranged within the O&M Works Site, unless the Scottish Ministers shall have given prior written consent.

24. Planning Applications**24.1. Consultation with the Scottish Ministers**

- 24.1.1. Planning authorities are required to consult the Scottish Ministers under Article 15 of the Town and Country Planning (General Development Procedure) (Scotland) Order 1992 before granting planning permission for a development. This order requires that the Scottish Ministers shall be consulted where any of the following circumstances apply:
- (i) where a development is within 67 metres of the centre of any trunk road or motorway;
 - (ii) where a development includes the formation, laying or altering of any means of access to a trunk road or motorway; and
 - (iii) where a development is likely to result in material increase in the volume or a material change in the character of traffic entering or leaving a trunk road or motorway.
- 24.1.2. The Scottish Office Development Department Circular 4/1997 "Notification of Planning Applications" Appendix D permits some relaxations regarding the types of development proposal on which the Scottish Ministers are required to be consulted. These relaxations include minor developments that are unlikely to have any significant affect on the O&M Works Site.

24.2. Notice to Consider

- 24.2.1. The planning authority shall give the Scottish Ministers not less than 14 days notice of its intention to consider and determine the application.

24.3. Assistance with Response

- 24.3.1. The Company shall assist the Scottish Ministers in responding to planning authorities on individual planning applications.

24.4. System for Processing Planning Applications

- 24.4.1. The system for the processing of planning applications shall be as follows:

- (i) a copy of the planning application and form TR/NPA/1 as shown in Appendix E shall be passed by the planning authority to the Company along with all details and enclosures particularly plans. The Scottish Ministers shall also receive details of the planning application from the planning authority.
- (ii) The Company shall inform the Scottish Ministers in writing immediately if the applicant for planning permission has any connection with the Company or any of its members or associates including, but not limited to:
- (a) sub-consultants;
 - (b) contractors;
 - (c) sub-contractors; or
 - (d) any parent company or local authority partner of the Company;
- such that there could be a possibility of any conflict of interest.

The Scottish Ministers shall advise the Company in writing should he consider it inappropriate for the Company to consider the application further.

- (iii) The Company shall ensure that the planning authority has provided all the information required on form TR/NPA/1 and any other associated information to allow the application to be properly assessed.

Where all of the information required shall not have been provided the Company shall raise the matter with the planning authority and request in writing to the planning authority that the outstanding information shall be provided as soon as possible.

The Company shall also immediately advise the planning authority in writing that the statutory consultation period cannot commence until the outstanding information is received by the Company.

At the same time the Company shall inform the Scottish Ministers in writing that insufficient information has been provided by the planning authority and that the planning authority has been advised that the consultation process cannot commence until the outstanding information has been provided.

On receipt of the outstanding information the Company shall advise the Scottish Ministers of the date of receipt of all of the outstanding information.

- (iv) The Company shall keep an electronic register of all applications and these shall be geographically referenced using Ordnance Survey grid references in order that they can be displayed on a digital map to which the Scottish Ministers has access at all times.

The Scottish Ministers shall arrange for details of previous applications to be passed to the Company and using such details the Company shall advise the Scottish Ministers of any previous planning applications in the vicinity of the new application.

The Company shall also confirm the status of the previous planning applications where this information shall be available to them to ensure a consistency of approach.

- (v) The Company shall inspect the location and consider the application on its merits.

The Company shall then submit to the Scottish Ministers a response on standard pro-forma TP/NPA/2A as detailed in Appendix E which shall include relevant details covering:

- (a) visibility;
- (b) traffic flow;
- (c) accident record (available on request from the Scottish Ministers accident database);
- (d) speed limit; and
- (e) any other relevant highways consideration.

The Company shall make a recommendation by preparing draft advice on form TR/NPA/2 as based on the foregoing.

The draft advice shall adopt, where appropriate typical reasons for refusal or conditions and reasons for conditions similar to those contained in Appendix D.

The Company shall provide relevant photographs of the site location.

The Company shall take into account any advice relevant to previous applications in the vicinity of the new application as set out in this paragraph.

The Company shall complete forms TR/NPA/2 and TR/NPA/2A and shall submit them together with site location photographs to the Scottish Ministers by electronic means so as to arrive within 5 Business Days of receipt by the Company of the planning application and form TR/NPA/1. The Company shall also submit by mail or fax the information sent by electronic means along with any other appropriate information that accompanied the planning application consultation within 5 Business Days of receipt of the planning application and form TR/NPA/1 by the Company.

A copy of this information shall be retained within the records held by the Company in an agreed location local to the O&M Works Site.

- (vi) The Company shall ensure that the staff engaged in providing advice to the Scottish Ministers shall be experienced and qualified in this area of expertise.
- (vii) The Company shall not pass copies of the completed TR/NPA/2 and TR/NPA/2A forms to the planning authority.
- (viii) The advice on each planning application to the planning authority shall be issued by the Scottish Ministers having considered the recommendation of the Company.

The Scottish Ministers shall at the same time issue to the Company a copy of the advice given by the Scottish Ministers to the planning authority. The Company shall maintain a record of the advice issued by the Scottish Ministers for each application both within its records and also on the planning application record location plans.

- (ix) The Scottish Ministers shall have remote access at all times to electronic registers and records.

24.5. Traffic Impact Assessments

24.5.1. The system referred to in paragraph 24.4 shall cover the majority of applications.

Planning applications requiring a transportation assessment as referred to in the "Guide to Transport Assessment for Development Proposals in Scotland" published by the Scottish Executive shall be passed by the Company to the Scottish Ministers within 1 Business Day of receipt.

The Scottish Ministers shall manage such applications directly.

Normally the audit of these transportation assessments shall be carried out by consultants employed directly by the Scottish Ministers.

The Company shall provide assistance with such applications including, but not limited to, that referred to in paragraph 24.4.1(v) but excluding the completion of form TR/NPA/2.

24.6. Local Planning Public Inquiries and Local Development Plans

- 24.6.1. From time to time applications shall result in Local Planning Public Inquiries being held.

The Company shall provide technical assistance to the Scottish Ministers for such enquiries.

The Company shall provide technical assistance to the Scottish Ministers regarding consultation on Local Development Plans.

24.7. Preliminary Advice to Developers

- 24.7.1. The Company may be approached by developers prior to the submission of a planning application to provide advice as to how a particular type of application might be viewed.

The Company shall, at its own discretion, provide such preliminary advice but shall make it clear that such advice is given as its own and that it cannot guarantee that the Scottish Ministers shall agree with any such preliminary advice given.

In cases of doubt the Company shall in writing advise the developer to write to the Scottish Ministers to seek preliminary advice.

24.8. Works within the O&M Works Site

- 24.8.1. The advice contained in the TR/NPA/2 form allows:

- (i) for the inclusion of advice that any planning consent does not carry with it the right to carry out works within the O&M Works Site; and
- (ii) that the applicant shall consult the Company on terms and conditions under roads legislation that require to be agreed between the developer and the Relevant Authority before approval shall be given to undertake works within the road boundary.

Where a developer requires to

- (iii) execute works in, or
- (iv) make excavations under, the O&M Works Site whether or not planning consent is required

the developer shall be required to obtain consent from the Company before commencement of such work.

- i. The Company shall ensure that before it gives consent to carry out works within the O&M Works Site, plans and proposals for the works have been submitted to the Company in sufficient detail for the Company to satisfy itself that there shall be compliance with all terms and conditions relating to the Design and construction of the works.

ii. The Company shall also be responsible for undertaking whatever supervision shall be necessary to ensure:

1. that the works shall not cause unnecessary inconvenience to all categories of road User including, but not limited to:

(b) motorists; and

(c) non motorised Users;

and

1. that the work undertaken meets the appropriate standards of Design and construction.

24.8.2. The Company shall advise the Scottish Ministers in writing in the event of the failure by a developer to comply with the terms and conditions of any such advice notwithstanding that the Company has taken all reasonable steps to ensure that the developer complies with his obligations.

24.9. Minute of Agreement

24.9.1. For certain planning applications a developer may be required to enter into a minute or letter of agreement with the Scottish Ministers which specifies conditions relating to approvals and consents for work to be carried out by a developer on the O&M Works Site and adoption of the completed works.

24.9.2. The Company shall assist the Scottish Ministers in drawing up and administering such minutes or letters of agreement including, but not limited, to:

(i) providing technical and programming advice on proposals; and

(ii) and site supervision of any works on the O&M Works Site.

25. Delegation Of Statutory Functions

25.1. The Company shall be responsible in accordance with Clause 21 of the Agreement for carrying out all the statutory functions of the Scottish Ministers specified in Appendix G and for complying with the additional requirements of Appendix J.

26. Customer Contact Service

26.1. National Defects Reporting Telephone Number:

26.1.1. The Scottish Ministers have in place an all Scotland telephone number for the reporting of faults on trunk roads.

The telephone number shall be 0800 028 1414.

It is proposed that this number shall also be used for the O&M Works Site.

The Company shall, 8 weeks prior to the Restricted Services Commencement Date, have in place a dedicated telephone line for the provision of a specific customer contact service as specified in paragraph 26.2.

26.1.2. The Scottish Ministers shall make arrangements for all calls originating within the O&M Works Site to the all Scotland number to be automatically transferred to the O&M Works Site specific telephone number.

26.2. O&M Works Site Specific Customer Contact Telephone System

26.2.1. The Company shall, from the Restricted Services Commencement Date provide an operational customer contact telephone service which shall be

manned by customer contact operators located within the Company's local office.

The specific customer contact number shall be an 0800 number providing free access by customers.

26.2.2. The Company shall ensure that the customer contact telephone service shall be manned from 08.00 hours to 17.00 hours daily except:

- (i) Saturdays;
- (ii) Sundays;
- (iii) Christmas Day;
- (iv) Boxing Day; and
- (v) New Year's Day.

All calls shall be answered within 30 seconds. An automatic answering system shall be operated to answer calls within 30 seconds and thereafter queue calls until a customer contact operator shall be available.

The Company shall ensure that there shall be sufficient customer contact operators available to ensure that all calls shall be answered in person within 2 minutes of the first receipt at the Company's contact number.

26.2.3. The automatic answering system shall automatically log calls and response times.

A summary record of the number of calls received each month on the Company's customer contact number and the response times within 15 second bands shall be maintained by the Company throughout the Services Period.

A copy of this summary record shall be provided to the Scottish Ministers in the monthly and annual reports detailed in Part 7 of these O&M Works Requirements.

26.2.4. The Company shall also put into place a service whereby outwith the hours and days stated in paragraph 26.2.2 callers shall be given a recorded message with an out of hours emergency number which can be contacted. This service shall also record messages which callers may wish to leave.

The Company shall provide an out of hours emergency liaison officer to answer calls to the out of hours emergency number at all times when the customer contact telephone service shall not be manned.

The emergency liaison officer shall be trained to make arrangements for the Company to provide assistance in emergency situations and shall have authority to undertake such arrangements.

26.2.5. Customer contact operators of the customer contact telephone service shall be trained by the Company to:

- (i) be competent to deal with members of the public in a courteous and helpful manner;
- (ii) determine the precise location and nature of defects or incidents or other issues; and
- (iii) identify those calls which have or may have safety implications and which shall require immediate attention.

- 26.2.6. The Company shall have in place within its Quality Plan a procedure for dealing with defects, incidents and issues raised through the customer contact service.

Dealing with defects incidents and issues shall include but shall not be limited to undertaking ad hoc Safety Inspections as specified in paragraph 1.5.3 of Part 2 of these O&M Works. This procedure shall ensure that those:

- (i) defects;
- (ii) incidents; and
- (iii) issues;

identified that have, or may have, safety implications shall be dealt with immediately.

- 26.2.7. The Company's customer contact operators shall be trained by the Company to identify any misdirected calls intended for:

- (i) other operating companies;
- (ii) companies responsible for other roads;
- (iii) local roads authorities;
- (iv) Transport Scotland; and
- (v) any other similar organisations.

Such misdirected calls shall be dealt with by the customer contact operator who shall immediately e-mail the details of the call to the appropriate party responsible for other roads.

The Company shall retain copies of such e-mails for a minimum of 12 weeks.

Should the caller wish to deal directly with the appropriate party responsible for other roads then the customer contact operator shall transfer the call. The customer contact telephone system shall be capable of transferring calls directly to another party responsible for other roads.

- 26.2.8. The Company shall retain a list of likely contacts for any other misdirected calls such as:

- (i) local roads customer contact systems;
- (ii) local council offices;
- (iii) Police;
- (iv) Traffic Scotland operator;
- (v) other road authorities; and
- (vi) otherwise

to ensure that a helpful and efficient service shall be provided to the public.

All communications shall be logged and handled in accordance with the requirements specified in this paragraph 26.2.

- 26.2.9. The Company's customer contact operators shall have available:

- (i) daily;
- (ii) weekly; and
- (iii) monthly;

programmes of the Company's ongoing and proposed O&M Works on the O&M Works Site and works by authorised contractors, Undertakers and other authorised organisations or personnel on the roads of the O&M Works Site which shall require Lane Occupations the details of which can be made available on request to the public.

26.2.10. The Company's customer contact operators shall maintain an up-to-date register of Company staff and their responsibilities so that callers may be transferred to responsible staff when appropriate.

26.2.11. The Company shall develop a documented procedure as part of the Quality Plan to control liaison with the media by appropriate members of the Company's staff according to the nature of the media contact.

Should a customer contact operator become aware that an enquiry is being made by the media the call shall be transferred to the Company Representative or his nominated deputy who shall deal with the call as specified in paragraph 27.2.1 (ii) below.

26.3. Project Roads Specific Website

26.3.1. The Company shall put into place by the Restricted Services Commencement Date and shall maintain throughout the Contract Period a Project Roads specific website which shall provide as a minimum:

- (i) an on-line defect reporting system;
- (ii) contact details including but not limited to addresses and telephone numbers;
- (iii) details about the Company and its staff;
- (iv) details of the Project Roads and the services provided by the Company;
- (v) prominent hyper-links to the Traffic Scotland and Transport Scotland websites;
- (vi) prominent hyper-links to specific documents related to this Agreement such as copies of all Schedules, Quality Plans, Winter Service Plan; and
- (vii) hyper-links to other useful websites related to the management and maintenance of Motorways and trunk roads.

26.4. Advertising

26.4.1. Prior to Substantial Completion of both Phase 1 and Phase 2 of the New Works, the Company shall manufacture and erect signs of the type shown in Appendix H at key locations on the Project Roads, to be agreed in writing by the Scottish Ministers. The signs shall be covered until Substantial Completion of both Phase 1 and Phase 2 of the New Works.

26.4.2. The Company shall produce an information leaflet which shall information including, but not limited to:

- (i) the extent of the O&M Works Site;
- (ii) the services provided by the Company; and
- (iii) appropriate telephone contact numbers for the Company.

The draft leaflet shall be submitted for the written consent of the Scottish Ministers 8 weeks prior to the Restricted Services Commencement Date.

26.4.3. Following such consent the Company shall produce and make copies of the leaflet and shall distribute the leaflets on the Restricted Services Commencement Date to:

- (i) all properties having direct access on to the roads within the O&M Works Site;
- (ii) outlets within the O&M Site such as filling stations, refreshment places and post offices that shall be willing to display stocks of leaflet; and
- (iii) public authorities including but not limited to local authority offices, libraries and police stations.

Such information leaflets shall be updated and distributed on an annual basis.

27. Correspondence Enquiries and Complaints

27.1. Draft Responses and Briefing

27.1.1. When requested in writing by the Scottish Ministers, the Company shall provide to the Scottish Ministers draft responses and briefing material to general and Ministerial correspondence which shall have been received by the Scottish Ministers in respect of any matter referring to the O&M Works Site.

27.1.2. The Company shall respond to the Scottish Ministers within five Business Days of receipt by the Company of the written request from the Scottish Ministers.

Notwithstanding any other provision of this Agreement the Company shall submit all such information to the Scottish Ministers by fax or e-mail, as appropriate, followed up immediately by post or other means of delivery acceptable to the Scottish Ministers.

27.2. Direct Responses by the Company

27.2.1. Notwithstanding the provisions as referred to in paragraph 27.1 the Company shall respond directly to correspondence, enquiries and complaints received from any source. The exception to this shall be:

- (i) correspondence and other communications including, but not limited to, verbal communication made directly to the Company by Members of Parliament, Members of the Scottish Parliament, and local authority councillors.

In respect of such, the Company shall:

- (a) acknowledge all such correspondence and communications within 5 Business Days of receipt; and
- (b) forward by e-mail, a copy of the communication received within 1 Business Day of its receipt to the Scottish Ministers attaching a briefing note related to the topic being raised and a draft letter of reply to allow the Scottish Ministers to develop a suitable response;
- (ii) all enquiries to the Company from the media.
These shall be referred to the Scottish Ministers, who shall be informed of the nature of the enquiry at the earliest possible opportunity. The Company shall not make any statements to the media related to the O&M Works Site or the content and conduct of this Agreement;
- (iii) correspondence regarding matters of policy or funding or matters where there shall be a possibility of political sensitivity;

In such cases the matter shall immediately be referred in writing to the Scottish Ministers and the originator notified. The Scottish Ministers

shall clarify in writing any issues raised by the Company including clarification of whether the Company or the Scottish Ministers shall respond;

- (iv) correspondence and communications regarding matters of:
 - (a) Transport Scotland policy;
 - (b) Transport Scotland funding; or
 - (c) matters where there shall be a possibility of political sensitivity.

The Company shall within one Business Day of its receipt refer the correspondence or communication in writing to the Scottish Ministers and notify the originator accordingly.

27.2.2. The Company shall issue a response in writing to the originator of any:

- (i) correspondence;
- (ii) enquiry; or
- (iii) complaint;

within 7 Business Days of receipt.

If it shall be anticipated by the Company that a full reply shall not be possible within that period an acknowledgement shall be sent within the 7 Business Days indicating the likely timescale for a full response and the name of the person dealing with the matter.

27.3. Courtesy and Consideration

27.3.1. In all verbal or written communication, the originator shall always be treated with due courtesy and consideration by the Company.

27.4. Communication Register

27.4.1. All written or verbal communications received by the Company relating to the O&M Works Site shall be logged in a register by the Company.

The information recorded in the register by the Company in respect of each communication received from the Scottish Ministers or any other source shall include but not be limited to, the following:

- (i) date of receipt of the communication where written (and whether by letter, fax or email);
- (ii) date of receipt of the communication where verbal (and whether in person or by telephone);
- (iii) details of the communication;
- (iv) note on whether the communication requires a response;
- (v) date(s) of issue of written information to the Scottish Ministers with the reference number and transmittal method(s);
- (vi) date(s) of issue of the communication to originator;
- (vii) any follow up actions that shall be required by either the Company or the Scottish Ministers;
- (viii) details of any commitments made;
- (ix) dates by which a commitment shall be completed; and
- (x) actual date at which a commitment was completed.

27.5. Monthly and Annual Summaries to be Maintained

27.5.1. The communications register referred to in paragraph 27.4. shall also include the following information summarised for each calendar month throughout the Services Period and for each annual period:

- (i) number of communications received from the Scottish Ministers;
- (ii) number of communications received from all other sources;
- (iii) number of communications requiring a response;
- (iv) number of communications responded to within the 5 Business Days limit specified in paragraph 27.1.;
- (v) number of communications not responded to within the 5 Business Days limit referred to in paragraph 27.1.;
- (vi) number of communications responded to within the 7 Business Days limit referred to in paragraph 27.2.;
- (vii) number of communications not responded to within the 7 Business Days limit referred to in paragraph 27.2.;
- (viii) average response time in days for all communications;
- (ix) number of commitments completed within the due date; and
- (x) number of commitments not completed within the due date.

27.6. Monthly Summary to be Submitted to the Scottish Ministers

27.6.1. An electronic copy and one paper copy of the monthly summary referred to in paragraph 27.5. shall be provided to the Scottish Ministers by the seventh day of each month for the preceding month throughout the Services Period.

27.7. Annual Summary to be Submitted to the Scottish Ministers

27.7.1. An electronic copy and one paper copy of the annual summary referred to in paragraph 27.5. for each annual period shall be provided to the Scottish Ministers on or before 15 April each year for the preceding year or part thereof to 31 March throughout the Services Period.

27.8. Access for Audit Purposes

27.8.1. Notwithstanding any other provisions of this Agreement the Scottish Ministers shall have access at any time to audit and inspect the register referred to in paragraph 27.4

28. Maintenance Management Plan**28.1. General**

28.1.1. The Company shall produce and maintain a Maintenance Management Plan that shall contain the requirements of this Section 28.

28.1.2. The Maintenance Management Plan shall form a controlled item of the Quality Plan and shall form part of the O&M Manual.

28.1.3. The Maintenance Management Plan shall describe how the Company shall meet these O&M Works Requirements in respect of maintenance and management of the O&M Works Site.

28.1.4. Not later than 30 days before the end of each Contract Year the Company shall update the Maintenance Management Plan and submit it to the Scottish Ministers.

28.1.5. The Maintenance Management Plan as at the Restricted Services Commencement Date shall be incorporated in Schedule 3 (Conceptual Design).

28.2. Asset Management Strategy

28.2.1. The Company shall prepare, maintain, update and implement a strategy (the asset management strategy) which shall at a minimum meet the requirements in this sub-section 28.2 and at all times be consistent with and enable the Company to comply with these O&M Works Requirements.

28.2.2. The Maintenance Management Plan shall contain the Company's asset management strategy.

28.2.3. The Company's asset management strategy shall contain:

- (i) the Company's short, medium and long term objectives, strategies and policies for complying with the O&M Works Requirements.
- (ii) the Company's short, medium and long term objectives, strategies and policies for the following in relation to each asset element type forming the O&M Works Site:
 - (a) maintenance, renewal and management of assets;
 - (b) identification and verification of defects; and
 - (c) achievement of the Handback Requirements;
- (iii) the specification of the computer or other technology systems that the Company shall use for asset management of the O&M Works Site, including any role played by the Scottish Executive's Road Information System.

28.3. Maintenance Forward Plan

28.3.1. The Company shall prepare, maintain, update and implement a plan for the maintenance, renewal and management of the O&M Works Site (the maintenance forward plan) meeting the requirements of this sub-section 28.3.

28.3.2. The Maintenance Management Plan shall contain the maintenance forward plan.

28.3.3. The maintenance forward plan shall:

- (i) cover a period of 30 years on a rolling basis, including, after the first Contract Year, periods beyond the Expiry Date;
- (ii) incorporate the annual maintenance plan requirements referred in sub-section 28.4;
- (iii) be consistent with and demonstrate the Company's compliance with the O&M Works Requirements, including the asset management strategy as referred in sub-section 28.2;
- (iv) enable the Company to achieve and demonstrate the Company's progress towards achievement of the Handback Requirements;
- (v) contain an overview:
 - (a) explaining how the Company intends to comply with the asset management strategy referred in sub-section 28.2 and the O&M Works Requirements, including the Handback Requirements;

- (b) setting out a plan for addressing and managing any deficiencies identified from any condition inspections, surveys or assessments carried out; and
- (c) giving details of any proposed changes and developments in relation to maintaining or managing the O&M Works Site;
- (vi) include the following in respect of the entire period covered by the plan:
 - (a) summary plans and programmes for maintenance, renewal and management of the O&M Works Site by asset element types and individual bridge Structures by each Contract Year;
 - (b) summary plans and programmes for maintenance, renewal and management of the O&M Works Site in each Contract Year; and
 - (c) estimated expenditure on all assets forming the O&M Works Site categorised by each Contract Year, each asset element type, including bridge Structure elements and sub-totalled by Routine Maintenance, renewals / replacements and management.

28.4. Annual Maintenance Plan

28.4.1. That part of the maintenance forward plan relating to the first and second Contract Years covered by the plan (the annual maintenance plan) shall contain the Company's:

- (i) plans and programmes in detail for the maintenance, renewal and management of the O&M Works Site in the relevant Contract Years for each asset element type, each type of maintenance, each CHART section for pavements and each bridge Structure;
- (ii) estimated costs of each maintenance or renewal intervention; and
- (iii) estimated costs of any consequent payment deductions.

28.4.2. After the first Contract Year has commenced the annual maintenance plan shall contain the requirements of paragraph 28.4.1 of this Part 1 in relation to two subsequent Contract Years.

29. Signing

29.1. To ensure a consistent national approach the authorisation of all signs requested or installed by others on the O&M Works Site shall be the responsibility of the Scottish Ministers with the exception of the responsibilities of the Company as referred to in this Section 29.

29.2. The Company shall provide advice and recommendations to the Scottish Ministers on the suitability or otherwise of all signing proposals which shall have been:

- 29.2.1. submitted directly to the Company or
- 29.2.2. referred to the Company by the Scottish Ministers.

Such advice and recommendations shall be provided to the Scottish Ministers within 14 days of the Company's receipt of any such proposals.

29.2.3. The Company shall keep an electronic register of all applications received and shall provide a category specific record to the Scottish Ministers in a weekly report of all

- (i) correspondence
- (ii) drawings

- (iii) schedules
- (iv) notices and
- (v) documentation

subject to the fulfilment of the obligations referred to in this Section 29. The records shall be cross-referenced to the register entry.

29.3. The Company shall ensure that the Scottish Ministers shall have direct remote access at all times to all electronic registers and records referred to in this Section 29. Each entry in each register shall be geographically referenced such that the records can be identified from a digital map.

29.4. The Company shall designate an officer to deal with each application in the register and with all correspondence associated with each application.

29.5. The Company shall comply with the particular requirements of Appendix K.

30. Electrical Energy

30.1. Electrical Energy Inventory

30.1.1. The Scottish Executive Road Information System provided to the Company shall include a copy of the existing electrical energy inventory of un-metered electrical supply equipment.

30.2. Updating and Maintenance

30.2.1. Notwithstanding any other provisions of this Agreement the Company shall during the first 13 weeks from the Restricted Services Commencement Date review the electrical energy inventory of un-metered electrical supply equipment passed to it and if necessary update and re-format the information to meet the requirements of this Part 1 of these O&M Works Requirements.

30.2.2. The Company shall record and log within the Scottish Executive Road Information System all inventory changes within 14 days of them occurring.

30.2.3. Any such inventory changes which impact upon the electrical energy inventory of un-metered electrical supply equipment shall also be recorded and logged within 14 days of such changes occurring.

30.3. Attributes

30.3.1. The Company shall ensure that the electrical energy inventory of unmetered electrical supply equipment shall be maintained.

30.3.2. For every

- (i) lighting column;
- (ii) high mast lighting column;
- (iii) illuminated sign;
- (iv) illuminated traffic bollard;
- (v) traffic signal and
- (vi) any other un-metered electrical equipment and apparatus installed within the O&M Works Site;

the following attributes shall be listed;

- (a) route;
- (b) location (link and section);

- (c) item code;
- (d) unique identity code;
- (e) lamp type(s);
- (f) number of lamps;
- (g) rated wattage of item;
- (h) circuit wattage;
- (i) operating hours (continuous/dusk to dawn or otherwise);
- (j) burning hours per annum for un-metered supplies; and
- (k) energy consumption per annum in kilowatt/hours.

30.3.3. The electrical energy inventory of un-metered electrical supply equipment shall not include Scottish Ministers' automatic traffic counting equipment and National Driver Information and Control System equipment which have unique databases managed by others on behalf of the Scottish Ministers.

30.4. Arrangement and Reporting

30.4.1. The items of electrical energy inventory shall be grouped by route and shall be listed starting at one end of a route and moving sequentially to the other end. Any significant groups of items such as lighting through a village shall be sub-groups of the route.

30.4.2. The Company shall provide to the Scottish Ministers bi-annually on dates to be determined by the Scottish Ministers a copy of the electrical energy inventory of un-metered electrical supply equipment for the O&M Works Site. This shall include the information itemised in paragraph 30.3 within which shall be identified clearly and separately the energy consumption per annum for un-metered supplies for the following:

- (i) each sub-group within a route;
- (ii) each route within the O&M Works Site;
- (iii) the whole O&M Works Site;
- (iv) each item code within each route; and
- (v) each item code for the O&M Works Site.

30.5. Payment of Electrical Energy Charges

30.5.1. Company shall be responsible for payment of any electrical energy charges in relation to its own facilities, construction plant and equipment, long term and temporary office accommodation and compounds. Scottish Ministers shall make their own arrangements for the direct payment of electrical energy charges for all other electrical energy supplies within the O&M Works Site for the Contract Period.

31. Third Party Claims

31.1. General Requirements

31.1.1. The Company shall put in place appropriate procedures for dealing with third party claims. Such procedures shall include completion of the following forms at Appendix L, when relevant:

2. Third Party Claims Notification (TPCN) forms; including the

3. CRU Section, for compliance with the Social Security (Recoupment) Regulations 1990 and Social Security Act 1989 in relation to claims for compensation in relation to personal injury, and
 4. a CRU 1 Form;
- 31.1.2. The Company shall maintain electronic registers and records of all third party claims in accordance with Sections 1.2 and 2 to Part 7 to these O&M Works Requirements. Such records and electronic registers shall include the completed forms described in paragraph 31.1.1, along with Company records of the data and other information required of the following report forms at Appendix L:
- (i) all Third Party Claims Company Report (TPCCR) forms and associated spreadsheets, letters, explanatory notes, details relating to compliance with legislation on claims for compensation for personal injury; and
 - (ii) all Damage to Scottish Ministers Property Company Reports (DCPCR and DCPCRR) forms and related cost estimates and expenditure and cost recovery records.
- 31.1.3. The Scottish Ministers shall have access at all times to electronic registers and records relating to damage to Scottish Ministers Property as defined in Clause 50.1.2 of the Agreement.
- 31.1.4. The Company shall provide such information as the Scottish Ministers may request in relation to claims, within 5 Business Days of the date of the request.
- 31.1.5. In cases where the Company has to provide additional data in response to third party queries, this data shall be supplied within 5 Business Days of request.
- 31.2. Third Party Claims where the Scottish Ministers are indemnified in accordance with Clause 50 of the Agreement.
- 31.2.1. The Company shall deal directly with the claimant and shall be responsible for all matters in relation to such claims.
 - 31.2.2. If a claimant submits such a claim to the Scottish Ministers they shall acknowledge receipt in writing and forward a copy to the Company for action.
- 31.3. Third Party Claims where the Scottish Ministers are not indemnified in accordance with Clause 50 of the Agreement.
- 31.3.1. The Company shall notify the Scottish Ministers in writing within 5 Business Days of receipt of such a third party claim.
 - 31.3.2. The Company shall not make any admission of liability on its own behalf or on behalf of the Scottish Ministers in respect of any matters pertaining to such third party claims.
 - 31.3.3. The Company shall supply the Scottish Ministers at the time of notification of the claim under paragraph 31.3.1 with all information related to each incident giving rise to a claim. The information supplied shall include:
 - (i) The completed forms TPCN and TPCCR;
 - (ii) details of the previous six months Safety Inspections; and
 - (iii) gritting records for the location of each incident.
- 31.4. Claims for Damages where the incident occurred prior to the Restricted Services Commencement Date.

- 31.4.1. The Company shall liaise with the South East Management Unit, South West Management Unit and Transport Scotland to establish a list of damage to Scottish Ministers Property within the O&M Works Site that shall have occurred on or after the Agreement Date or shall have been outstanding on the Agreement Date and the list of cases being pursued against third parties.
- 31.4.2. The Company shall when requested in writing provide assistance to the Scottish Ministers with any other claims against persons that caused damage in incidents occurring prior to the Restricted Services Commencement Date.
- 31.5. Handover Arrangements
- 31.5.1. The Company shall pass details of registers and records of all claims notified to the Company within 20 Business Days of the earlier of the Expiry Date or the Termination Date and details of all other claims which shall still be outstanding at that time, to the successor organisation and to the Scottish Ministers no later than 10 Business Days after earlier of the Expiry Date or the Termination Date.

32. Trunk Road Incident Support Service

- 32.1. The Company shall provide a Trunk Road Incident Support Service (TRISS) on the New M80 Motorway and the New M80 – M73 Link Road for the duration of the Service Period and shall deliver such service in a professional and efficient manner placing an emphasis on excellent;
- 32.1.1. personnel training,
- 32.1.2. communications, and
- 32.1.3. customer service.
- 32.2. The primary functions which shall be undertaken by the TRISS teams shall be to:
- 32.2.1. patrol routes and report unusual or unexpected activity or disruption/congestion on the network caused by incidents and special events to the Company's control room;
- 32.2.2. relieve congestion and remove hazards to safety by clearance of debris from traffic Lanes and hard shoulders;
- 32.2.3. report abandoned or broken down vehicles to the Company's control room;
- 32.2.4. offer assistance to broken down vehicles including assisting in removing broken down vehicles to safe locations and offer of fuel;
- 32.2.5. make incidents safe under Police instruction through the application of temporary traffic management;
- 32.2.6. assess the scene and secure the attendance of additional or specialist resources where the task is beyond the Trunk Road incident support team capabilities;
- 32.2.7. undertake immediate repairs in accordance with Part 2 of these O&M Works Requirements where trunk road infrastructure is damaged as a result of an incident;
- 32.2.8. support the Emergency response Operations as referred to in paragraph 17;
- 32.2.9. provide a communications link between the incident site and the Company's control room; and

- 32.2.10. liaise at all times with the Company's control room and via them with Police control rooms and the Traffic Scotland operator and individual Police officers at incidents as required.
- 32.3. TRISS patrols shall have a high profile presence from a User perspective.
- 32.4. The Company shall operate TRISS patrols on the routes referred to in paragraph 32.1 at 30 minute intervals between 0600 hours and 1830 hours 7 days a week.
- 32.5. The Company shall ensure that incidents shall be reached within 20 minutes of a request for attendance being received, when the request shall have been received between the hours stated in paragraph 32.4. Notwithstanding this requirement, where the TRISS patrol is in attendance at an incident and a request for attendance at another incident or incidents is received, the requirement to reach the other incident or incidents within 20 minutes of such a request shall be waived provided that that the Company demonstrates to the reasonable satisfaction of the Scottish Ministers that it attended the other incident or incidents as expeditiously as possible.
- 32.6. Outwith the hours referred to in paragraph 32.4 the Company shall deal with incidents and Emergencies in accordance with the other provisions of these O&M Works Requirements.
- 32.7. The Company may use TRISS resources to deliver secondary functions such as safety patrols and sign cleaning provided that it obtains the Scottish Ministers Consent and complies with these O&M Works Requirements and in particular, the requirements of paragraphs 32.2, 32.4 and 32.5.
- 32.8. Vehicles and Equipment
- 32.8.1. The type of vehicles and the equipment to be provided within them by the Company shall be as referred to in Appendix M.
- 32.8.2. The TRISS vehicles shall be used exclusively for the TRISS provided by the Company on the New M80 Motorway and the New M80 – M73 Link Road, except as otherwise provided in paragraph 32.7.
- 32.8.3. The Company shall provide sufficient vehicles and teams to ensure that the
- 32.8.4. requirements of paragraph 32.4 and paragraph 32.5 shall be met.
- 32.8.5. The Company logo shall be prominently displayed on the vehicles in the manner illustrated in Appendix M.
- 32.9. Personnel
- 32.9.1. The Company shall ensure that sufficient suitably qualified and trained personnel shall be available seven days a week between the hours stated in paragraph 32.4 to carry out the TRISS.
- 32.9.2. Given the high public profile of these posts and their potential for representing both the Scottish Ministers and the Company, the Company shall select suitably experienced personnel to carry out the TRISS.
- 32.9.3. The Company shall ensure that, in addition to individual driving skills and road maintenance experience such personnel shall possess good levels of:
- (i) judgement;
 - (ii) self motivation;
 - (iii) commitment; and
 - (iv) flexibility.
- 32.9.4. TRISS personnel shall have a Scottish National Vocational Qualifications or equivalent qualification in road maintenance or traffic management.

- 32.9.5. The Company shall ensure that all TRISS personnel shall be suitably trained in a range of areas including, but not limited to:
- (i) Company's staff roles and responsibilities;
 - (ii) Company's administrative procedures;
 - (iii) driver assessment and development;
 - (iv) vehicle care and maintenance of equipment;
 - (v) traffic management standards;
 - (vi) health and safety on the network;
 - (vii) the role of the emergency services;
 - (viii) the role of Traffic Scotland, including Company interfaces therewith;
 - (ix) liaison with other agencies;
 - (x) incident scene management;
 - (xi) communications; and
 - (xii) first aid awareness.
- 32.9.6. TRISS personnel shall carry at all times photographic identification cards provided by the Company the details of which shall be agreed with the Scottish Ministers.
- 32.9.7. Personnel shall be professionally attired including but not limited to the wearing of appropriately badged uniform style clothing. The Company shall consult and comply with the Scottish Ministers in relation to the appearance of such uniforms to ensure that it is consistent with those worn by TRISS teams elsewhere on the trunk road network.
- The Company shall provide Consultation Certificates in accordance with the Certification Procedure in respect of this requirement.
- 32.9.8. Personnel shall also be provided with suitable personal protection equipment.
- 32.10. Company Control Room
- 32.10.1. The Company shall provide a control room which shall be suitably staffed between 0600 hours and 1830 hours 7 days a week to ensure that suitable communication can be made with:
- (i) the TRISS teams;
 - (ii) the Police; and
 - (iii) the Traffic Scotland operator
- to ensure that instructions can be passed to the TRISS teams and they can supply information related to:
- (iv) incidents and unusual or unexpected activity;
 - (v) disruption and congestion caused by incidents and special events; and
 - (vi) information can be received from and passed to the Police and the Traffic Scotland operator.
- 32.10.2. The control room staff shall liaise in particular with the Police and the Traffic Scotland operator in relaying information.
- 32.10.3. The Company shall consult and comply with the requirements of the following bodies with respect to the arrangements for communication:

- (i) Transport Scotland (Contact: Jonny Moran, Telephone: 0141 272 7378);
- (ii) Traffic Scotland operator;
- (iii) Strathclyde Police (Contact: Constable Ian Kinning, Telephone: 0141 532 6471);
- (iv) Central Police (Contact: Sergeant James Allan, Telephone: 01786 456505);
- (v) South East Management Unit; and
- (vi) South West Management Unit.

The Company shall provide Consultation Certificates in accordance with the Certification Procedure in respect of this requirement.

32.11. Incident Support Service Plan

32.11.1. The Company shall prepare and submit no later than 60 Business Days before Full Services Commencement Date an Incident Support Service Plan to the Scottish Ministers for their approval, in accordance with the Certification Procedures .

32.11.2. The Incident Support Service Plan shall comprise but shall not be limited to the following headings:

- (i) Company management structure;
- (ii) communication systems;
- (iii) Police and Traffic Scotland operator liaison and key contacts;
- (iv) schedule of resources and staff rotas;
- (v) vehicle and equipment log including locations;
- (vi) personnel training and performance appraisal; and
- (vii) reporting and evaluation.

32.11.3. The Incident Support Service Plan shall be a controlled item of the Quality Plan and shall form part of the O&M Manual. It shall be:

- (i) a separate document from the Emergency Response Plan as referred to in paragraph 17;
- (ii) suitably integrated with the Emergency Response Plan; and
- (iii) cross referenced where required with the procedures contained in the Emergency Response Plan.

32.11.4. The Incident Support Service Plan shall be:

- (i) subject to continuous review;
- (ii) updated by the Company as required;
- (iii) as a minimum updated annually by the Company; and
- (iv) submitted to the Scottish Ministers for written consent by the 15 May of each Contract Year.

32.12. Procedures

32.12.1. The Company shall develop and implement suitably detailed procedures and method statements forming part of the Quality Management System and Quality Plan referred to in Schedule 5 covering all Operations associated with the TRISS.

32.12.2. The procedures and method statements shall include but not be limited to:

- (i) traffic management methods;
- (ii) traffic delay monitoring and reduction methods;
- (iii) assistance in the removal of vehicles and provision of fuel; and
- (iv) all other procedures and method statements as required in accordance with any other provision of this Agreement including, but not limited to:
 - (a) the repair of Defects; and
 - (b) removal of objects/debris.

32.13. Reporting

32.13.1. The Company shall maintain a register of incidents attended to by the incident support service and communications with:

- (i) the trunk road incident support team;
- (ii) the Police;
- (iii) the Traffic Scotland operator; and
- (iv) the media.

32.13.2. The Company shall update the register with the details of the incident immediately following receipt of the details by the Company's control room:

32.13.3. TRISS teams shall keep a record of the work undertaken each day in a format similar to that set out at Appendix N.

32.13.4. The Company shall analyse these records and the register described at paragraph 32.13.1 on a monthly basis and shall produce a report which shall include, but shall not be limited to:

- (i) number of incidents attended;
- (ii) attendance times;
- (iii) overall clear-up times;
- (iv) roadside assistance provided to the public;
- (v) assistance rendered to Police (other than Emergency response);
- (vi) updates and information provided for Traffic Scotland and other agencies;
- (vii) letters of thanks or complaint in relation to the TRISS; and where appropriate;
- (viii) Safety Patrols undertaken;
- (ix) Cyclic Maintenance activities undertaken; and
- (x) defect identification.

32.13.5. The Company shall provide the report monthly to the Scottish Ministers as part of the Monthly Report in accordance with Part 7 of these O&M Works Requirements.

32.13.6. The Company shall attend regular 6-weekly "TRISS Working Group" meetings with other TRISS providers and the Police.

APPENDIX A

MAINTENANCE SCHEME DATA COLLECTION FORM

Appendix A : Maintenance Scheme Data Collection Form

MAINTENANCE SCHEME DATA COLLECTION FORM

M80 Stepps to Haggs
DBFO Contract

Date

Route

Work Code

Scheme Number

Scheme Name



Lane Number(s)

Start Link / section

Start Chainage

End Link / section

End Chainage

Thickness of material removed (all resurfaced areas)

LAYER	MATERIAL TYPE						MATERIAL THICKNESS	BINDER			TEXTURE			TYPE OF AGGREGATE		NOMINAL SIZE OF AGGREGATE					
	Anti skid	Bituminous Macadam	Hot Rolled Asphalt	Surface Dressing	Thin Layer Surfacing	Stone Mastic Asphalt		Concrete	mm	Bituminous	Cement	None	Dense	Medium	Open	Crushed Rock	Crushed Gravel	40mm	20 – 28 mm	10 – 14 mm	6 mm
Surface treatment				√																	
Surface Course																					
Binder Course																					
Base																					
Sub-base																					

Surface material type

Binder material type

Base material type

Date Works Completed

Design Life



Treatment Statistics

Work Code	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Lane km	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Area m ²	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Completed By

Checked By

APPENDIX B

ABNORMAL INDIVISIBLE LOAD ROUTEING

A Guide to Notification and Authorisation

APPENDIX B : ABNORMAL INDIVISIBLE LOAD ROUTEING**A Guide to Notification and Authorisation****Abnormal Load Movements***A brief guide to Notification and Authorisation requirements***A. Dimensions within “Construction & Use Regulations”***Laden dimensions **not** exceeding*

2.90m (9'6") overall width	No requirement for notice to Police or for notice with indemnity to Road and Bridge Authorities
18.30m (60'0") rigid length or	
40,000kgs (40t) gross weight	

The Scottish Ministers' authorisation is not required for the movement of loads with laden dimensions as above.

B. Dimensions within “Special Types General Order”*Laden dimensions in excess of “Construction & Use Regulations” but **not** exceeding*

6.1m (20'0") overall width *	2 clear days notice to Police
------------------------------	-------------------------------

* Secretary of State “VR1” authorisation is required for the movement of loads with an overall width in excess of 5.0m (16'5") but not exceeding 6.1m (20'0")

27.40m (90'0") rigid length	2 clear days notice to Police
80,000kgs (80t) gross weight	2 clear days notice to Police with indemnity to Road and Bridge Authorities
over 80,000kgs (80t) but not exceeding 150,000kgs	5 clear days notice with indemnity to Road & Bridge Authorities and 2 clear days notice to Police

Appendix B : Abnormal Indivisible Load routing – A Guide to Notification and Authorisation**C. Dimensions requiring Special Order***Laden dimensions exceeding*

6.1m (20'0") overall width	5 clear days notice with indemnity to Road & Bridge Authorities and 5 clear days notice to Police
27.40m (90'0") rigid length	
150,000kgs (150t) gross weight and/or 16,500kgs (16.5t) per axle	

Scottish Ministers' "Special Order" authorisation is required for the movement of load with laden dimensions as above.

NOTES

1. At present there is no legislation governing the overall laden height of a vehicle but in order that the maximum possible use is made of the motorway and trunk road network it should not exceed 5.0 metres (16'5").
2. "Clear days notice" excludes Saturdays, Sundays and Bank Holidays.
3. The Scottish Executive Bridges Section offers an advisory service on the routing of abnormal loads (including those which do not require the Scottish Ministers' authorisation) but does not need to be notified of their proposed movements.

Appendix C : Abnormal Indivisible Load routing – The Chief Police Officers in Scotland
Notification to Hauliers

APPENDIX C

ABNORMAL INDIVISIBLE LOAD ROUTEING

**The Association of Chief Police Officers in
Scotland – Notification to Hauliers**

ABNORMAL INDIVISIBLE LOAD ROUTEING



NOTICE TO HAULIERS

ACPOS ABNORMAL LOADS WORKING GROUP

ACPOS Road Policing Standing Committee have endorsed the principle of self escorting abnormal indivisible loads on motorways and linking dual carriageways and on other roads deemed suitable by individual Chief Constables.

The self escorting of abnormal indivisible loads is acceptable only in the following circumstances:-

- The Haulier complying with the Department for Transport/Highways Agency Code of Practice.
- The Haulier must give written notice at the time of notification that the self escort personnel will not engage in the direction or control of traffic.
- The Haulier must give an assurance that they will not operate or move abnormal indivisible loads on urban motorways during peak traffic flows.

ROAD SAFETY UNDERPINS THE POLICY RELATIVE TO SELF ESCORTING. HAULIERS MUST ENSURE THAT THE SAFETY OF ALL USERS IS AT THE FOREFRONT OF SELF ESCORTING ACTIVITIES.

The draft code of conduct refers to Level 2 accredited persons. Level 2 accredited persons will not apply in Scotland. Chief Officers in England and Wales do not intend to accredit any individuals to Level 2 as referred to in the DfT Highways Agency Code of Practice.

Appendix C : Abnormal Indivisible Load routing – The Chief Police Officers in Scotland
Notification to Hauliers

The police service in Scotland are not forcing any haulier to self escort. Self escorting is an option available to all the hauliers using motorways and the linking dual carriageway network in Scotland. The savings in time will no doubt make self escorting very attractive to Hauliers. As a result of the “no escort” policy being adopted by the police service in England and Wales from 1 January 2004, many private companies have been set up as providers of abnormal load escorts. Such companies are in the process of contacting individual police forces seeking some form of endorsement for their company. Scottish Forces will not enter into any form of agreement with private abnormal load escort companies. The relevant legislation refers to the haulier and no provision is made for any agent or other person acting on behalf of the haulier. The onus relative to notification and indemnity rests with the haulier and with no other person.

The Association of Chief Police Officers in Scotland Road Policing Standing Committee are not requiring Hauliers to be members of any organisations or trade associations before they can operate self escorting.

It is essential that all Hauliers have insurance cover for the task of self escorting.

The onus for route planning and notification to both the Police and Roads Authorities remains with the Haulier.

Should any further information relative to the policy be required, contact should be made with the undersigned during normal office hours.

Duty Sergeant

Road Policing Unit

Police Headquarters

Stirling

FK8 2HD

Tel: 01786 456000

APPENDIX D

PLANNING APPLICATIONS

Typical Planning Application Consultation Responses

Appendix D ; Planning Applications – Typical Planning Application Consultation Responses**PLANNING APPLICATIONS****Typical Planning Application Consultation Responses****1. BACKGROUND**

(Extracted in part from Scottish Executive Circular 4/1998 - The Use of Conditions in Planning Permissions)

1.1. Tests**1.1.1. Test 1 : Need for a Condition**

In considering whether a particular condition is necessary, authorities should ask themselves whether planning permission would have to be refused if that condition were not to be imposed. If it would not, then the condition needs special and precise justification.

Conditions should be tailored to tackle specific problems, rather than impose unjustified controls. In so far as a condition is wider in its scope than is necessary to achieve the desired objective, it will fail the test of need

1.1.2. Test 2 : Relevance to Planning

A condition which has no relevance to planning is ultra vires (beyond the powers). Some matters are the subject of specific control elsewhere in planning legislation, for example advertisement control, listed building consent or tree preservation. If these controls are relevant to the development the planning authority should normally rely on them and not impose conditions on a grant of planning permission to achieve the purposes of a separate system of control. This could mean that perceived problems such as, for example, on street parking should rightly be addressed by a traffic regulation order.

A condition which duplicates the effect of other controls will normally be unnecessary and one whose requirements conflict with those of other controls will be ultra vires because it is unreasonable.

1.1.3. Test 3 : Relevance to the Development to be Permitted

Unless a condition fairly and reasonably relates to the development to be permitted, it will be ultra vires.

It is not, therefore, sufficient that a condition is related to planning objectives: it must also be justified by the nature of the development permitted or its effect on the surroundings.

1.1.4. Test 4 : Ability to Enforce

A condition should not be imposed if it cannot be enforced.

1.1.5. Test 5 : Precision

The framing of conditions requires great care, not least to ensure that a condition is enforceable. Conditions should be not only precise but clear. Where the wording of a condition may be difficult to follow, it may be helpful to attach to the permission an illustrative plan (e.g. describing sight lines required at the entrance to an access road).

1.1.6. Test 6 : Reasonableness

A condition can be ultra vires on the grounds of unreasonableness, even though it may be precisely worded and apparently within the powers available.

Appendix D ; Planning Applications – Typical Planning Application Consultation Responses

1.1.7. Control over Land

Particular care needs to be taken over conditions which require works to be carried out on land in which the applicant has no interest at the time when planning permission is granted. If the land is included in the site in respect of which the application is made, such conditions can in principle be imposed, but the authority should have regard to the points discussed in the original Circular 4/1998. If the land is outside that site, a condition requiring the carrying out of works on the land cannot be imposed unless the authority are satisfied that the applicant has sufficient control over the land to enable those works to be carried out.

1.1.8. Conditions Depending on Others' Actions

It is unreasonable to impose a condition worded in a positive form which developers would be unable to comply with themselves, or which they could comply with only with the consent or authorisation of a third party. Similarly, conditions which require the applicant to obtain an authorisation from another body, such as the Scottish Environment Protection Agency, should not be imposed.

Although it would be ultra vires to require works which the developer has no powers to carry out, or which would need the consent or authorisation of a third party, it may be possible to achieve a similar result by a condition worded in a negative form, prohibiting development until a specified action has been taken.

This is known as a “Grampian” condition and should be used where the works necessary to allow a development are:

- (i) not in the power of the applicant to deliver;
- (ii) unreasonable (i.e. too expensive) for the applicant to provide unless in conjunction with other developers in the vicinity;
- (iii) to be provided by others (i.e. a bypass) but not to a timescale appropriate to the development.

1.1.9. Whereas previously it had been understood that the test of whether such a condition was reasonable, was strict; to the effect that there were at least reasonable prospects of the action in question being performed, the House of Lords (in the *British Railways Board v the Secretary of State for the Environment and Hounslow LBC* [1994] JPL32; [1993] 3 PLR 125) established that the mere fact that a desirable condition, worded in a negative form appears to have no reasonable prospects of fulfilment does not mean that planning permission need necessarily be refused as a matter of law. Thus, while an authority will continue to have regard to all relevant factors affecting a planning application and whether it should be granted with or without conditions, there is no longer a legal requirement to satisfy a reasonable prospects test in respect of any negative condition they may decide to impose. For example, if it could be shown that improvements to sewerage facilities for a new housing development were planned imposed by the permission, it might still be possible to grant consent subject to a condition that the houses should not be occupied until the relevant sewerage works were completed. It might also be reasonable to use a condition requiring that a development should not commence until a particular road had been stopped up or diverted, even if the timing remained uncertain. Authorities should therefore note this recent House of Lords ruling and its implications for a less restrictive view in the use of negative conditions.

Appendix D ; Planning Applications – Typical Planning Application Consultation Responses

1.2. Regulations

(The Town and Country Planning (General Development Procedure) (Scotland) (Order) 1992 sets out the procedure for applications for planning permission).

1.2.1. Outline Permissions

An applicant who proposes to carry out building or other operations may choose to apply either for full planning permission, or for outline permission with one or more of the following matters reserved by condition for the subsequent approval of the planning authority:

- (i) the siting;
- (ii) design; or
- (iii) the external appearance of the building;
- (iv) the means of access;
- (v) or the landscaping of the site ("reserved matters").

Even though an application may be in outline the Scottish Ministers may wish to consider, for example, the access details as they may be affected by a worst case development scenario. For example the traffic generation characteristics for a particular use class may be widely variable and thus Trunk Road impact and mitigation requirements may be greater. Applications and any associated Transportation Assessment should be considered on this basis. Reference may be made to the TRICS database to determine Use Class traffic generation ranges.

An applicant cannot seek an outline planning permission for a change of use alone.

1.2.2. Details Supplied in Outline Applications

An applicant can, however, choose to submit as part of an outline application details of any of these "reserved matters". Unless he has indicated that those details are submitted "for illustrative purposes only" (or has otherwise indicated that they are not formally part of the application), the planning authority must treat them as part of the development in respect of which the application is being made. The authority cannot reserve that matter by condition for subsequent approval, unless the applicant is willing to amend the application by withdrawing the details.

1.2.3. Conditions Relating to Outline Permissions

Any conditions relating to anything other than the reserved matters should be imposed when outline permission is granted. The only conditions which can be imposed when the reserved matters are approved are conditions which directly relate to those matters. So, where certain aspects of the development are crucial to the decision consultees should consider advising relevant conditions when outline permission is granted.

If the planning authority consider that, whatever the precise form the development is to take, access to the buildings should be from a particular road (or, alternatively, that there should be no means of access from a particular road), then a condition to this effect must be imposed on the outline permission. Approval of the details of the means of access to the permitted buildings can be refused on the grounds that there should not be access to the site from a particular road only if the need for such a restriction arises from the details of the development which have been submitted for approval (e.g. from the density which is indicated by submitted details of the design and siting of the buildings).

Appendix D ; Planning Applications – Typical Planning Application Consultation Responses

A condition requiring the developer to obtain approval of reserved matters within a stated period should not be used, since the timing of an approval is not within the developer's control. A condition, therefore, should set time-limits only on the submission of applications for approval of reserved matters.

Applications for approval under an outline permission may be made either for all reserved matters at once, or for one at one time and others at another.

1.2.4. Access

Similarly, if it is desired that there should be no direct access on to a main road, or that access must be taken from a particular side road, a condition to that effect should be imposed on the outline permission, as without such a condition these restrictions could not normally be introduced when details are being considered.

1.2.5. Lorry Routing

Planning conditions are not an appropriate means of controlling the right of passage over public roads. Although negatively worded conditions which control such matters might sometimes be capable of being validly imposed on planning permissions, such conditions are likely to be very difficult to enforce effectively. It may be possible to encourage drivers to follow preferred routes by posting site notices to that effect, or by requiring them to use a particular entrance to (or exit from) the site. But where it is judged essential to prevent traffic from using particular routes, the appropriate mechanism for doing so is by means of an Order under section 1 of the Road Traffic Regulation Act 1984.

1.2.6. Cession of Land

Conditions may not require the cession of land to other parties, such as the roads authority.

2. STANDARD RESPONSE**2.1. Typical Reasons for Refusals**

2.1.1. The development is contrary to the advice contained in Planning Advice Note 66- Advice on Major Developments Affecting Trunk Roads and Motorways (par. 20) insofar as the impact of the development has not been considered on the basis of a Master planning exercise for the area necessary to establish cumulative impact on the Trunk Road.

- (i) The location of the development does not accord with the sustainable objectives set out in:
- (ii) National Planning Policy Guideline 17 - Transport and Planning;
- (iii) Planning Advice Note 57 - Transport and Planning; and
- (iv) Planning Advice Note 66 - Advice on Major Developments Affecting Trunk Roads and Motorways.

As such it is likely to result in substantial additional traffic movements, particularly on the A_ Trunk Road.

2.1.2. The proposed development does not accord with the requirements of:

- (i) National Planning Policy Guideline 17 - Transport and Planning; and
- (ii) Planning Advice Note 57 - Transport and Planning;

Appendix D ; Planning Applications – Typical Planning Application Consultation Responses

insofar as the development is not sufficiently well located to allow for access/accessibility to and from the site by modes other than the private car.

2.1.3. The proposed development is affected by the line of the proposed A_ Trunk Road improvement.

2.1.4. The proposed development could result in a material change in the number and/or type of vehicles entering and leaving the traffic stream at a point where visibility is restricted (or OTHER REASON) thus creating interference with the safety and free flow of the traffic on the Trunk Road.

Or

The proposed development could result in a material change in the number and/or type of vehicles entering and leaving the traffic stream thus creating interference with the safety and free flow of the traffic on the Trunk Road.

2.1.5. The proposed access is substandard and could create interference with (the overtaking opportunities) the safety and free flow of traffic on this length of Trunk Road where vehicle speeds are high (and traffic volumes are heavy).

2.1.6. The proposed access is substandard by reason of inadequate visibility/alignment/design and would unduly affect the safety and free flow of traffic on the section of the Trunk Road.

Or

The proposed access is substandard by reason of inadequate visibility/alignment/design and would unduly affect the safety and free flow of pedestrians on the Trunk Road footpath.

2.1.7. The development would result in the construction of a new access onto the Trunk Road which would result in an isolated/contribute to a proliferation of individual access (as) which would be to the detriment and free flow of traffic on this unrestricted length of the development would result in the Trunk Road.

2.1.8. The site is too small to cater adequately for the turning manoeuvres within the site to ensure that all vehicles entering and leaving the site can undertake the movements in a forward gear.

2.1.9. The proposed (development) change of use would (result in an intensification of manoeuvres which) lead to a reduction in the level of service on this route where vehicle speeds (and volumes) are high and traffic is free flowing.

2.1.10. There is insufficient information to determine this application.

2.2. Standard Conditions

2.2.1. Before development commences written approval from the planning authority, in consultation with Transport Scotland-Trunk Road Network Management Directorate must be obtained for the details of the [specify (e.g. means of access, junction layout)]

2.2.2. The building/use [specify] hereby permitted shall not be occupied/commenced until vehicular, cycle and pedestrian access routes have been constructed in accordance with the approved plans.

Or

A scale plan at 1:500 shall be submitted as part of the reserved matters application showing the access to be constructed in accordance with a specification to be

Appendix D ; Planning Applications – Typical Planning Application Consultation Responses

agreed with the planning authority in consultation with the Transport Scotland- Trunk Road Network Management Directorate.

- 2.2.3. The vehicular access, including visibility splays and any forward sight line, shall be provided in accordance with the approved plans.

Or

The area within the visibility splays and any forward sight line shall be cleared to provide a level surface no higher than 250mm above the level of adjoining carriageway before the development permitted is occupied/ becomes operational and shall be retained and kept clear thereafter.

Or

Prior to the commencement of any works a plan for the provision of visibility splays of ___metres by ___metres at the junction of the proposed development access road with the Trunk Road shall be provided in accordance with a plan to be submitted to and approved by the local authority in consultation with Transport Scotland-Trunk Road Network Management Directorate.

Or

Prior to the occupation of the development hereby approved visibility splays of ___metres by ___metres at the junction of the proposed development access road with the Trunk Road shall be implemented in accordance with a plan to be approved by the local authority in consultation with Transport Scotland-Trunk Road Network Management Directorate.

- 2.2.4. The development hereby permitted shall not (be commenced/ be occupied/ become operational) until the existing access(es) marked ___ on the approved plans (has/ have) been permanently closed and the road properly reinstated.
- 2.2.5. There shall be no means of direct access to the Trunk Road either pedestrian or vehicular.
- 2.2.6. No development shall take place until details of the road lighting/road drainage have been submitted to and approved by the planning authority, in consultation with Transport Scotland-Trunk Road Network Management Directorate.
- 2.2.7. No development shall take place until suitable fencing/screening has been erected in a manner and position to be agreed with the planning authority in consultation with Scottish Executive Enterprise Transport and Life Long Learning Department-Trunk Road Network Management Division at [specify location].
- 2.2.8. Prior to the commencement of the development details of the lighting within the site shall be submitted for the approval of the Planning Authority, after consultation with Transport Scotland-Trunk Road Network Management Directorate.
- 2.2.9. The development shall not be started until vehicle wheel cleansing facilities have been installed and brought into operation on the site, the design and siting of which shall be subject to the prior approval of the planning authority in consultation with Transport Scotland-Trunk Road Network Management Directorate.
- 2.2.10. Before commencement of development on the site details of a footpath link between points A and B on [specify drawing reference] shall be submitted to and approved in writing by the planning authority in consultation with Transport Scotland-Trunk Road Network Management Directorate. The construction of any such link to be completed prior to the occupation of any of the development.

Or

Appendix D ; Planning Applications – Typical Planning Application Consultation Responses

Before the occupation of the development any footpath link approved by the planning authority must be constructed and completed to the satisfaction of the planning authority in consultation with Transport Scotland-Trunk Road Network Management Directorate.

- 2.2.11. The access gate indicated on the approved plan shall be set back at least X metres from the adjacent Trunk Road carriageway and the gate shall only be capable of opening away from the road.
 - 2.2.12. The land which is the subject of this permission shall be used for [specify use] and for no other use notwithstanding the provisions of Class [specify] of the Town and Country Planning (Use Classes) (Scotland) Order and the General Permitted Development Order [specify dates].
 - 2.2.13. The car parking spaces shown on [specify drawing reference] shall be constructed and surfaced in accordance with the approved details before the building hereby permitted is occupied.
 - 2.2.14. The service bay shown on [specify drawing reference] shall be constructed and surfaced in accordance with the approved details before the building hereby permitted is occupied.
 - 2.2.15. The roadside ditch (stream) shall be culverted (piped) for a distance of X metres under and adjacent to the access.
 - 2.2.16. The development hereby permitted shall not exceed [specify] dwellings.
 - 2.2.17. The building/use [specify] hereby permitted shall not be occupied/commenced until vehicular, cycle and pedestrian access routes have been signed in accordance with the approved plans.
 - 2.2.18. No development shall take place until adequate fencing /screening has been agreed with the planning authority, in consultation with Trunk Road Network Management Directorate, at [specify location].
- 2.3. Standard Reasons for Conditions
- 2.3.1. To minimise interference with the safety and free flow of the traffic on the Trunk Road.
 - 2.3.2. To ensure that the movement of traffic and pedestrians is confined to the permitted means of access thereby lessening the danger to and interference with the free flow of traffic on the Trunk Road.
 - 2.3.3. To be consistent with the requirements of National Planning Policy Guideline 17 - Transport and Planning / Planning Advice Note 66 / Planning Advice Note 57.
 - 2.3.4. To ensure that the use of the existing access is discontinued (restricted, reduced) and the safety of traffic on the Trunk Road is improved.
 - 2.3.5. To minimise the risk of pedestrians and animals gaining uncontrolled access to the Trunk Road.
 - 2.3.6. To ensure that vehicles may park (load, unload) clear of the Trunk Road.
 - 2.3.7. To ensure that vehicles may enter and leave the site in a forward gear.
 - 2.3.8. To ensure that accessing vehicles can stand clear of the Trunk Road carriageway when the gates are being opened or closed.
 - 2.3.9. To ensure that drivers of vehicles leaving the site are enabled to see and be seen by vehicles on the Trunk Road carriageway and join the traffic stream safely.

Appendix D ; Planning Applications – Typical Planning Application Consultation Responses

- 2.3.10. To ensure that the future improvement of the Trunk Road is not prejudiced.
 - 2.3.11. To ensure that there will be no distraction or dazzle to drivers on the Trunk Road and that the safety of the traffic on the Trunk Road will not be diminished.
 - 2.3.12. To ensure that facilities are provided for the pedestrians that are generated by the development and that they may access the existing footpath system without interfering with the safety and free flow of traffic on the Trunk Road.
 - 2.3.13. To maintain safety for both the Trunk Road traffic and the traffic moving to and from the development.
 - 2.3.14. To ensure that the standard of the access layout complies with current standards and that the safety of traffic on the Trunk Road is not diminished.
 - 2.3.15. To ensure that material from the site is not deposited on the Trunk Road to the detriment of road safety.
 - 2.3.16. To ensure that vehicles entering or leaving the access can undertake the manoeuvre safely and with minimum interference to the safety and free flow of traffic on the Trunk Road.
 - 2.3.17. To minimise the distraction to drivers on the Trunk Road.
 - 2.3.18. To ensure that water run-off from the site does not enter the Trunk Road.
 - 2.3.19. To be consistent with the submitted Transport Assessment.
- 2.4. Advisory Notices
- 2.4.1. Trunk Road modifications works shall in all respects comply with the Design Manual for Roads and Bridges and the Specification for Highway Works published by The Stationery Office. The developer shall issue a certificate to that effect, signed by his design organisation.
 - 2.4.2. The road works the subject of Condition will require Road Safety Audits as specified by the Design Manual for Roads and Bridges.
 - 2.4.3. All the works and audits in respect of road conditions and associated requirements will be undertaken at the expense of the developer.
- 2.5. All the road construction associated with the development both in relation to new and existing Trunk Roads shall be the subject of a Minute of Agreement between the developer and Transport Scotland.

APPENDIX E

PLANNING APPLICATIONS

Forms TR/NPA/1, 2 AND 2A

Appendix E ; Planning Applications – Forms TR/NPA/1, 2 and 2A

APPENDIX E – FORMS TR/NPA/1, 2 AND 2A

Transport Scotland

Trunk Roads Network Management Directorate

TR/NPA/1

**Form of Notification by a Planning Authority to the Scottish Ministers
of an application for development affecting Trunk Roads and Special Roads**

To: (Insert name and address of the appropriate Roads Authority)	Name and Address of Planning Authority	Name of Company
	<input type="text"/>	<input type="text"/>
	Planning Authority Reference	Copy of this Form sent to Company (date)
	<input type="text"/>	<input type="text"/>

**The Town and Country Planning (Scotland) Act 1997
The Town and Country Planning (General Development Procedure)
(Scotland) Order 1992 S.I. 1992 No 224 (S.18)**

In accordance with Article 15 of the Town and Country Planning (General Development Procedure) (Scotland) Order 1992 notice is hereby given that an application has been received for permission for development as described below.

1.	Type of Application:-	Planning Permission <input type="checkbox"/> Outline Planning Permission <input type="checkbox"/> Approval of Reserved Matters <input type="checkbox"/> Notice of Intended Development <input type="checkbox"/>
2.	Type of development:-	Building or Engineering Operation <input type="checkbox"/> Mining or Quarrying Operation <input type="checkbox"/> Other Operation <input type="checkbox"/> Material Change in use of land or building <input type="checkbox"/>
3.	Name and address of Applicant	<input type="text"/>
4.	Name and address of agent:- (if applicable)	<input type="text"/>
5.	Location of site (see footnote):- (including name/number of Road)	<input type="text"/>
5a.	O.S. Grid Reference (12 digits):- (Point of access to Road or nearest point to road)	<input type="text"/>

Footnote: A site plan (marked with the Local Authority's reference number) should be attached showing area of the site and the area under the applicant's control, details of the proposed building, means of access, engineering, mining or other operation. In the case of a building or means of access, the plan should also show the position of any buildings or access points already on or near the site.

Appendix E ; Planning Applications – Forms TR/NPA/1, 2 and 2A

6.	Brief description of development:-	
7.	Applicant's interest in the site:- (E.g. Owner, Lessee, Prospective Purchaser, etc.)	
8.	Date of receipt of the application by Planning Authority:-	
9.	Particulars of building operation:- (a) Proposed use of building (b) Distance from Trunk Road centre line	
10.	Particulars of engineering, mining or other operations (other than means of access): (a) Description of operation (b) Estimated maximum depth of any permanent excavation	
11.	Particulars of material change of use of any building or other land:-	
12.	Particulars of means of access:- (delete as appropriate) (a) Description of existing means of access and (b) Description of proposed means of access or (c) Description of alteration to existing access (d) Purpose requiring access, indicating any change of use.	
13.	What is the Status of the appropriate Structure Plan/Local Plan?	
14.	Does the Application conform with Structure Plan/Local Plan?	
15.	Additional Comments on the application by the Planning Officer of the Authority determining the application.	
16.	Signed on behalf of the Planning Authority:-	Signed:- Date:-
17.	Contract name of Planning Officer dealing with application	Name:- Fax Number:- Telephone Number :-

ROADS AUTHORITY USE ONLY		
Date of receipt by Roads Authority	Signed:-	Roads Authority Reference:-

Appendix E ; Planning Applications – Forms TR/NPA/1, 2 and 2A

TR/NPA/2

**Form of Notification on Development Affecting the O&M Works Site
The Town and Country Planning (Scotland) Act 1997
The Town and Country Planning (General Development Procedure)
(Scotland) Order 1992 S.I. 1992 No. 224 (S.18)**

To the Scottish Ministers of Planning
_____ Council
_____ (Address)

Council Reference:-
Company Reference:

Applications(s) made by _____ and received by or on behalf of the Council on _____ for permission for development located at _____ affecting the _____ Road.

Type of Application:-

- Planning Permission
- Outline Planning Permission
- Approval of Reserved Matters
- Notice of Intended Development

Type of development:-

- Building or Engineering Operation
- Mining or Quarrying Operation
- Other Operation
- Material Change in use of land or building

[name of Company] Advice

1. The [name of Company] does not propose to advise against the granting of Permission
2. The [name of Company] advises that planning permission be Refused (see overleaf for reasons).
3. The [name of Company] advises that the conditions shown overleaf be attached to any permission the Council may give (see overleaf for reasons).
4. In issuing planning permission the applicant should be informed that the Consent does not carry with it the right to carry out works within the Company (see below) on the terms and conditions, under Roads legislation, that require to be agreed to enable works within the roads boundary to be approved (see overleaf for road details).

Company:-
Address:-

Appendix E ; Planning Applications – Forms TR/NPA/1, 2 and 2A

NB – SDD Circular 29/1988 – Notification of Applications – Annex D.

Planning Authorities are requested to provide the Roads Authorities with a copy of the decision notice. Reference should be made to the General Development Order regarding procedures to be adopted in the event that Roads Authorities advice is not accepted.

CONDITIONS to be attached to any permission the Council may give:-	
	(Refer to Item 3, overleaf)

REASON for the advice at 2, or 3:-

	(Numbered as above)
	(Continue on separate sheet if required)

DETAILS of work necessary within the roads boundary:-

	(Refer to Item 4, overleaf)
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Signed:-

Date:-

(on behalf of the Roads Authority)

Appendix E ; Planning Applications – Forms TR/NPA/1, 2 and 2A**TR/NPA/2A****Development Application Information****To be provided by the Company**

Applicants Name:-	Council Reference:-
Location and Road affected:-	
Ordnance Survey Grid Reference (12 digits):-	Point of access to road or nearest point to road
Completed by:-	OC Reference:-
Signature:-	Date:-
Roads Authority Reference (to be completed by Roads Authority):-	

Requirements on Application		YES	NO	N/A
1	Sufficient Information and date received			
2	Comments (append to this form).			
3	Traffic Impact Assessment prepared (append to this form).			
4	Complies with Local and Structure Plans.			
5	Parking, Manoeuvring and servicing contained within site.			
6	Environmental measures (e.g. wheel wash, screening)			
7	Is Safety Audit required?			
8	Subject to previous application or Inquiry? (append decision notice)			

Application Parameters		Details	Attached
9	Traffic Flow – AADT and Peak Hour (including modal split and seasonality).		
10	Existing Speed Limit (extent, location, etc.) and Traffic Speeds		
11	Cross section of O & M Site road and adjacent roads (carriageway/footway width, crossfall etc.)		
12	Longitudinal gradient of road, site access and side roads.		
13	Visibility on road, site access and side roads (existing and possible)		
14	Percentage Increase in traffic flows at sit access junction.		
15	Junction spacing along road and affected adjacent local roads (spacing and type of junction.		
16	Presence and affect of proposals on Overtaking Opportunities.		
17	Accident statistics for road and adjacent local roads (minimum 5 year records).		
18	Location and type of adjacent roadworks or other construction works.		
19	Photographs covering site, all approaches, junctions affected etc.		
20	Photographs' showing all visibility splays from junctions affected.		
21	Existing and proposed road layout (including road markings).		

Appendix E ; Planning Applications – Forms TR/NPA/1, 2 and 2A

22	Extent of existing street lighting.		
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Additional Comments and Data

Signed:-

Date:-

(on behalf of the Company)

APPENDIX F

PLANNING APPLICATIONS

System for Processing Planning Applications

Appendix F ; Planning Applications – System for Processing Planning Applications**APPENDIX F – Annex D of Circular 4/1997**

The Town and Country Planning (General Development Procedure) (Scotland) Order 1992 (Article 15(1)(j)(i) and (ii)) requires planning authorities to consult the Secretary of State on certain types of development proposals affecting Trunk Roads. This consultation should be on Form TR/NPA/1 which should be completed by planning and roads authorities and sent to the Departments Director of Roads who will consider the case and give his formal advice. If the planning authority propose to grant planning permission against such advice they are required to notify the application to the Secretary of State. The Director of Roads need not be consulted where development proposals in the categories below fall within 67 metres of an existing Trunk or Special Road and do not involve a new or altered access thereto. This relaxation does not apply to any development proposals listed below falling within 67 metres of the preferred line for a proposed improvement to an existing Trunk or Special Road. The categories are:

- (a) extension to any building not involving additional accommodation of more than 250 cubic metres or half the cubic content of the original building (whichever is the smaller);
- (b) changes of use with no change in type or volume of traffic generated;
- (c) erection of up to 5 houses on sites not having direct access to a Trunk Road;
- (d) erection of a private garage not exceeding 100 cubic metres where there is already a vehicular access and turning facilities are or will be made available;
- (e) formation of a vehicular access (other than to a Trunk Road) for an existing private dwelling where turning facilities are or will be made available.

Appendix G ; Delegated Statutory Functions

APPENDIX G

Delegated Functions

Appendix G : Delegated Statutory Functions**APPENDIX G : Delegated Statutory Functions****1. Statutory Functions**

- 1.1. The function of the Scottish Ministers as roads authority conferred by or under section 2 of the Local Government (Omnibus Shelters and Queue Barriers) (Scotland) Act 1958 in relation to giving and withholding consent and attaching conditions to any consent.
- 1.2. The function of the Scottish Ministers as roads authority conferred by or under section 25(2) of the Water (Scotland) Act 1980 (c.45) in relation to giving and withholding consent.
- 1.3. The function of the Scottish Ministers as persons having an interest in the land as roads authority conferred by or under section 7(4) of the Litter Act 1983¹ in relation to giving and withholding consent and arranging terms of any consent.
- 1.4. The function of the Scottish Ministers as traffic authority conferred by or under section 65(1) of the Road Traffic Regulation Act 1984 in relation to the power to cause or permit traffic signs to be placed on or near a road.
- 1.5. The functions of the Scottish Ministers as roads authority conferred by or under the following provisions of the Roads (Scotland) Act 1984² are:
 - (i) section 2(1) (powers and duties with respect to trunk roads etc);
 - (ii) section 4(1) (power of the Scottish Ministers to enter into agreements with local roads authorities for them to carry out their functions as roads authority for Trunk Roads etc) but only for carrying out those functions specified in sub paragraph (i) above and sub paragraphs (iii) to (xxx) inclusive;
 - (iii) section 34 (duty of roads authority with respect to snow and ice on roads);
 - (iv) section 50 (power of roads authority to plant trees, shrubs etc within road boundary);
 - (v) section 51 (power of roads authority to consent to persons planting trees, shrubs etc within a road boundary);
 - (vi) section 56 (power of roads authority to consent to works and excavations in roads);
 - (vii) section 57 (power of roads authority with respect to dangerous works in roads);
 - (viii) section 58 (power of roads authority to permit occupation of parts of roads for the deposit of building materials etc);
 - (ix) section 59 (power of roads authority with respect to obstructions in roads);
 - (x) section 60 (power of roads authority to fence and light obstructions and excavations in roads on default of person required to do so and to recover the expenses thereof);
 - (xi) section 61 (power of roads authority to give permission to place and maintain etc appliances in roads);
 - (xii) section 63 (power of roads authority with respect to new accesses over verges and footways);

1. 1983 c.35.

2. 1984 c.54.

Appendix G : Delegated Statutory Functions

- (xiii) section 64 (power of roads authority to consent to Undertakers using appliances or vehicles on footways, footpaths and cycle tracks);
- (xiv) section 66 (power of roads authority with respect to maintenance of vaults and cellars etc under roads);
- (xv) section 67 (power of roads authority with respect to doors etc opening outwards into roads);
- (xvi) section 85 (power of roads authority to permit the deposit of builders' skips on roads);
- (xvii) section 86 (power of roads authority to remove or reposition builders' skips and to recover the expenses thereof);
- (xviii) section 87 (power of roads authority with respect to unauthorised structures on roads);
- (xix) section 88 (power and duty of roads authority with respect to projections impeding or endangering users);
- (xx) section 89 (power and duty of roads authority with respect to accidental obstructions on roads);
- (xxi) section 90 (power of roads authority to consent to the placing of bridges, beams, rails, pipes, cables and other apparatus over roads);
- (xxii) section 91 (power of roads authority to prevent danger to a road from nearby vegetation and fences etc or from inadequate retaining walls) except subsection (5);
- (xxiii) section 92 (power of roads authority with respect to trees etc planted within 5 metres of the edge of carriageways);
- (xxiv) section 93 (powers of roads authority to protect users from roadside dangers);
- (xxv) section 94(1)(a) (power of roads authority to fill in unnecessary roadside ditches subject to the consent of owners and occupiers);
- (xxvi) section 95 (power of roads authority to recover expenses of removing mud etc deposited from vehicles onto roads so as to be dangerous);
- (xxvii) section 98 (power of roads authority with respect to stray and other animals on roads);
- (xxviii) section 99 (power of roads authority with respect to the prevention of the flow of water etc onto roads);
- (xxix) section 120 (duty of roads authority to have regard to the needs of disabled and blind persons in executing works etc in roads); and
- (xxx) section 141 (power of roads authority to execute works etc on default of persons required to do so) but only in relation to those functions specified in the foregoing sub-paragraphs of this paragraph).

1.6. The functions of the Scottish Ministers as road works authority conferred by or under the following provisions of the New Roads and Street Works Act 1991(c). Such functions shall include, but shall not be limited to:

- (i) section 109 (power of road works authority to permit execution of works and power to substitute existing permission with new one);
- (ii) section 112 (duty of road works authority to keep a road works register);

Appendix G : Delegated Statutory Functions

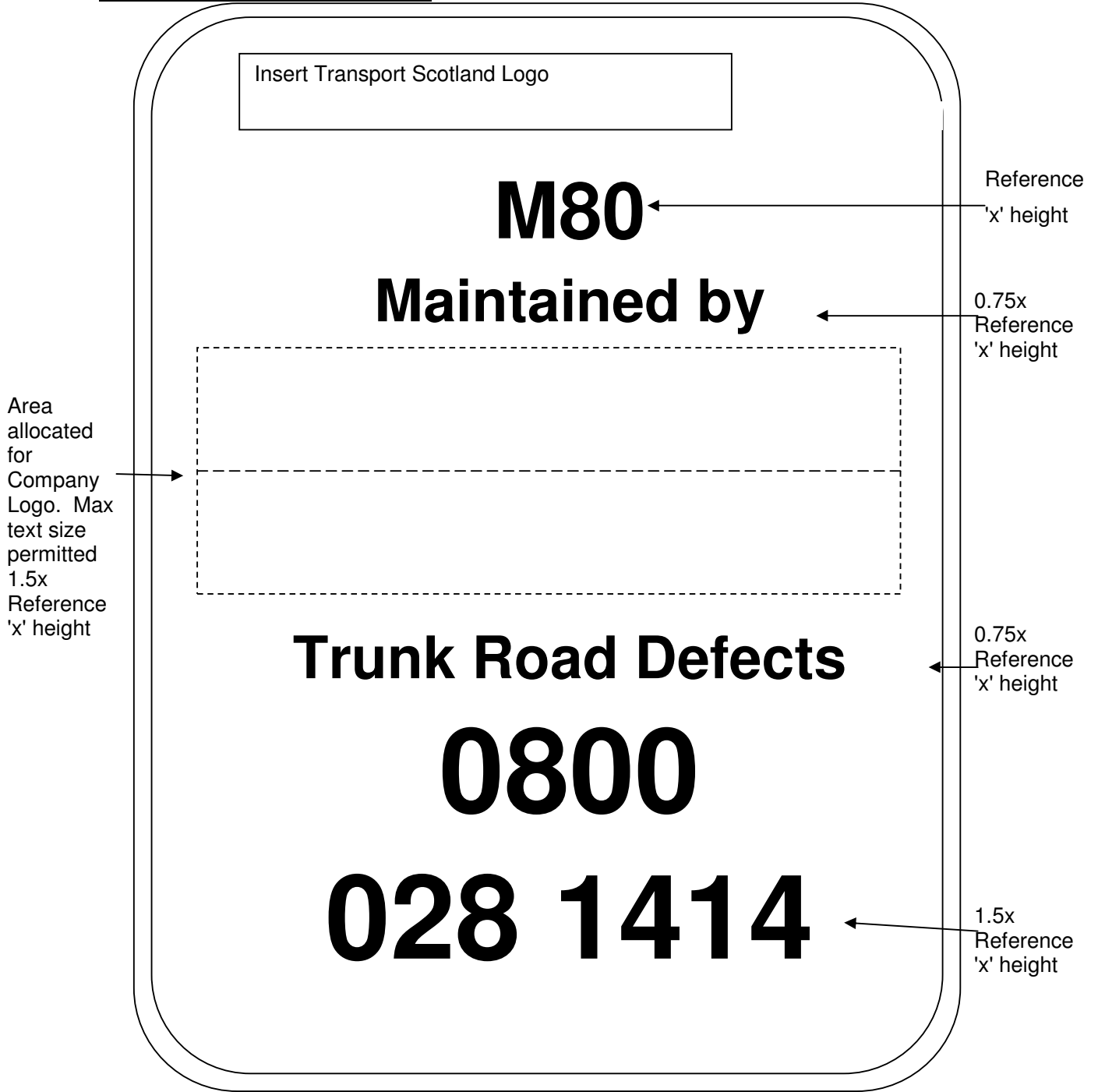
- (iii) section 115 (power of road works authority to give directions as to the timing of road works);
 - (iv) section 117 (power of road works authority to restrict road works following substantial works carried out for road purposes);
 - (v) section 118 (duty of road works authority to co-ordinate execution of works of all kinds on roads);
 - (vi) section 122 (power of road works authority to designate roads as having special engineering difficulties);
 - (vii) section 123 (power of road works authority to designate roads as traffic sensitive); and
 - (viii) section 131 (power of road works authority with respect to reinstatement of roads by Undertakers).
- 1.7. The function of the Scottish Ministers conferred by or under section 150 of the Local Government etc (Scotland) Act 1994(d) (power of the Scottish Ministers to place mandatory traffic signs on roads in extraordinary circumstances).

APPENDIX H

CUSTOMER CONTACT SERVICE

Sign Showing Customer Contact Telephone Number

Appendix H : Customer Contact Service



Scheme Ref:		Customer Contact Board	
Sign Reference	BOARD 1	'x' Height	250mm
Letter Colour	WHITE	SIGN FACE	
Background	BLUE	Width	
Border	WHITE	Height	
Material	Class-1	Area	
Drawing No:			

APPENDIX I

Not Used

APPENDIX J

NEW ROADS AND STREET WORKS ACT 1991

Additional Requirements

Appendix J : New Roads and Street Works Act 1991**Appendix J : Additional Requirements Relating to the 1991 Act****1. The Scottish Road Works Register****1.1. Establishing and Maintaining the Register**

- 1.1.1. Pursuant to the requirements of Section 112 of the 1991 Act and any amendments to that section the Company shall employ competent persons to populate and keep up to date at all times a roadworks register using the register proscribed under the Scottish Road Works Register.
- 1.1.2. The Company shall provide not later than the 60 days prior to the Full Services Commencement Date and shall maintain until the end of the last Contract Year:
 - (i) the necessary telecommunication links and access to the Scottish Road Works Register; and
 - (ii) a suitable computer terminal loaded with the appropriate software to access the Scottish Road Works Register.
- 1.1.3. Notwithstanding any other provisions of this Agreement during the 60 days prior to the Full Services Commencement Date the Company shall:
 - (i) become fully familiar with the operation of the Scottish Road Works Register; and
 - (ii) liaise daily with the South East and South West Management Units and attend any meetings in relation to Undertakers works which shall be due to continue into or commence during the Service Period.
- 1.1.4. After the Company has completed the connection to the Scottish Road Works Register the Company shall have access to a copy of the Scottish Road Works Register for the O&M Works Site. The Company shall arrange to collect all other 1991 Act records from the South East Management Unit and the South West Management Unit for the roads in the O&M Works Site not later than 15 days prior to the Full Services Commencement Date.
- 1.1.5. The Company shall keep the road works register up-to-date not later than 5 Business Days after the commencement of the Service Period and shall pass a copy of the part of the register relating to the O&M Works Site and any other paper register information pertaining to the O&M Works Site to the Scottish Ministers at the end of the final Contract Year or as otherwise required in writing by the Scottish Ministers.

The Scottish Ministers shall be entitled to have access to the road works register at any time.

The Scottish Ministers may require the Company to provide a paper copy of the roadworks register in a format acceptable to the Scottish Ministers.

2. The National Street Gazetteer**2.1. Establishing and Maintaining the Gazetteer**

- 2.1.1. The Company shall within 7 weeks of commencement of the Service Period complete a review of the entries and the associated data referred to in paragraph 3.1 of this Appendix J for the O&M Works Site and contained in the National Street

Appendix J : New Roads and Street Works Act 1991

Gazetteer which is published by the Ordnance Survey, and update the Scottish Road Works Register.

Within this 7 week period the Company shall bring the gazetteer up-to- date and thereafter keep it up-to-date at all times.

Where this updating requires assistance from the local authorities the Company shall provide the necessary information to allow the local authorities to update the National Street Gazetteer.

3. Designations**3.1. Reviewing and Updating of Designations**

3.1.1. Before the Restricted Services Commencement Date the Company shall access from the Scottish Road Works Register the inventory of the existing associated data consisting of:

- (i) the designation of traffic sensitive roads;
- (ii) the designation of roads with special engineering difficulties;
- (iii) the designation of protected roads;
- (iv) the reinstatement categories; and
- (v) all non-statutory designations for the roads within the O&M Works Site.

3.1.2. The Company shall keep under review the associated data for all the roads within the O&M Works Site and shall provide a report to the Scottish Ministers with recommendations for any changes to the associated data for the roads within the O&M Works Site no later than 7 weeks after the commencement of the Service Period and annually thereafter.

3.1.3. The Company shall obtain the written consent of the Scottish Ministers before:

- (i) Adding;
- (ii) Removing; or
- (iii) Amending;

any associated data on any existing part or additional part of the roads within the O&M Works Site.

3.1.4. The Company shall maintain and keep up-to-date the associated data and shall provide a copy of the National Street Gazetteer information and the associated data to the Scottish Ministers at the end of the final Contract Year in a format acceptable in writing to the Scottish Ministers.

4. Inspections and Investigatory Work**4.1. Requirements**

4.1.1. Pursuant to the requirements of sections 131 and 134 of the 1991 Act the Company shall prepare and submit to the Scottish Ministers the Company's programme of:

- (i) investigatory inspections;
- (ii) investigatory works;
- (iii) coring; and
- (iv) testing;

Appendix J : New Roads and Street Works Act 1991

of the reinstatements by Undertakers of roads within the O&M Works Site prior to carrying out any such inspections and investigatory work.

The Company's first programme shall be provided to the Scottish Ministers not later than 30 days prior to the Full Services Commencement Date and not later than 30 April in each Contract Year thereafter.

The programme for the first Contract Year shall be prepared by the Company in consultation with the adjacent South East and South West Management Units who will have been responsible for the existing roads of the trunk road network on the O&M Works Site.

- ii. The Company shall carry out inspections and investigatory works in addition to that identified in paragraph 4.1.1 and shall ensure as a minimum all the following inspections shall be undertaken on 100 per cent of reinstatements within the O&M Works Site:
- (v) an inspection to all reinstatements during the Undertaker's initial reinstatement works which shall not otherwise have been inspected in accordance with the requirements of code of practice;
 - (vi) a further inspection within 28 days of the date on which the excavation commenced; and
 - (vii) investigatory works, including coring when relevant, of reinstatements where any Defects are observed.
- 4.1.2. In addition to the inspections and investigatory works to be executed by the Company in accordance with paragraphs 4.1.1 and 4.1.2 of this Appendix J the Company shall carry such further inspections and investigatory work as shall be necessary to confirm an Undertaker's liability and to deal with any defects that shall be the responsibility of an Undertaker.
- 4.1.3. The Company shall report in a format acceptable to the Scottish Ministers:
- (i) the results and analysis of results of all inspections and investigatory works as part of the monthly report required in accordance with paragraph 7.1.3 of this Appendix J; and
 - (ii) an annual report in respect of each coring programme in accordance with the requirements of paragraph 7.1.5.
- 4.1.4. The Company shall liaise with the local authorities regarding the national coring programme. The Company shall submit to the Scottish Ministers in accordance with the requirements of Section 28 of this Part 1 proposals for a coring programme to assist the national coring programme. The Scottish Ministers shall consider the coring programme submitted by the Company in accordance with the Liaison Procedures of Part 9 of these O&M Works Requirements.
- One electronic copy and one paper copy of the results of the coring programme executed by the Company shall be forwarded to:
- (i) the local authorities carrying out the national coring programme; and
 - (ii) the Scottish Ministers.
- 4.1.5. The results of all inspections and investigatory works shall be analysed and retained in a register of inspections and investigatory works or reinstatements which the Company shall establish and keep up to date at all times.
- 4.1.6. Where Defects in reinstatements carried out by Undertakers shall be identified by inspections and investigatory works the Company shall pursue the relevant

Appendix J : New Roads and Street Works Act 1991

Undertaker and require it to rectify such defects within the periods set out in the relevant codes of practice or, if no period is set out, within 30 days.

If the Undertaker fails to rectify the defect within the required time the Company shall advise the Scottish Ministers of the matter along with its written recommendations.

- 4.1.7. The Company shall provide the Scottish Ministers with a report every 3 months commencing 3 months after the Full Services Commencement Date of the sums due by each Undertaker during the preceding 3 month period together with any necessary information to support the reason for the fees charges and penalties.

5. Duties in Relation to Road Works Authority and Bridge Authority**5.1. Requirements**

- 5.1.1. Notwithstanding any other provisions of this Agreement except where specific provision has been made the Company shall undertake the following duties to enable the Scottish Ministers to comply with their obligations as road works authority and bridge authority in accordance with the requirements of sections 122 and 147 of the 1991 Act:

- (i) liaison with Undertakers about plans and sections for proposed work associated with Structures in the O&M Works Site and submission to the Scottish Ministers for their written consent details of each Undertaker's proposals together with the Company's recommendations in regard to the Undertaker's proposals within three Business Days of the receipt by the Company of the Undertaker's proposals.

The Scottish Ministers shall communicate his decision on such matters referred to him to the Company in writing.

On receipt of such decisions of the Scottish Ministers the Company shall immediately communicate such decisions to the Undertaker in writing;

- (ii) monitoring the progress of work in on or adjacent to Structures on the O&M Works Site at all stages of the Undertaker's work and report to the Scottish Ministers when the Company considers that:
- (a) progress shall not be in accordance with the programme; or
- (b) work shall not be being carried out in accordance with the designs and specifications consented to by the Company or the Scottish Ministers.
- (iii) updating the Trunk Road Bridges Database and obtain as-built records of all work referred to in this paragraph 5.1 of this Appendix J from the Undertaker and store them in the Company's Structure record file for the particular Structure affected by the Undertaker's work.
- (iv) a copy of such records shall be submitted to the Scottish Ministers within 30 days of the Undertaker's work being completed.

6. Private Apparatus**6.1. Company Obligations**

- 6.1.1. Before the Full Services Commencement Date the Company shall liaise with the previous South East Management Unit and the South West Management Unit responsible for any part of any road in the O&M Works Site and collect any details of existing private Apparatus installed pursuant to permission to execute road works

Appendix J ; New Roads and Street Works Act 1991

under section 109 of the 1991 Act or Section 61 of the Roads (Scotland) Act 1984 or under any other agreement with the Scottish Executive or the Scottish Ministers.

- 6.1.2. Among the owners of private apparatus is Trafficmaster which has a license from the Scottish Ministers to:

- (i) Install;
- (ii) Maintain;
- (iii) Operate;
- (iv) Alter; and
- (v) Upgrade;

equipment used for monitoring traffic conditions.

The equipment consists of sensors fixed to bridge parapets over the carriageway or located in verges and transmission boxes at the side of the roads.

Trafficmaster shall be required to give a minimum of six weeks' notice to the Scottish Ministers of installation of additional equipment.

- 6.1.3. In the event that the Company requires the removal or protection of Trafficmaster equipment in order to allow the maintenance of or alteration to any part of the O&M Works Site the Company shall issue a written instruction to Trafficmaster giving 30 days' notice of the requirement for such removal or protection to be arranged by Trafficmaster.
- 6.1.4. In the event that Trafficmaster fails to adequately remove or protect its equipment the Company shall take all necessary measures to remove or protect the equipment and shall seek to recover all costs incurred from Trafficmaster.
- 6.1.5. The Company shall in writing notify the Scottish Ministers of any such failures by Trafficmaster and any failure of Trafficmaster to meet the Company's cost.

7. Other Duties

7.1. Liaison Monitoring and Reporting

- 7.1.1. The Company shall attend the meetings of the regional road authorities and utilities committees as formally constituted under the statutory requirements of the 1991 Act whose areas of responsibility include the roads within the O&M Works Site.

These meetings shall be held 4 times per year. The Company shall also attend local road authorities and Undertaker meetings as shall be necessary to ensure effective co-ordination of Operations and work by authorised contractors and Undertakers on the O&M Works Site.

- 7.1.2. Before the Full Services Commencement Date the Company shall have agreed with the Scottish Ministers key performance indicators for the Undertakers and shall thereafter collect statistics in pursuance of demonstrating the performance of the Undertakers in relation to their obligations under the 1991 Act, and
- (i) relevant statutory instruments;
 - (ii) statutory and non-statutory codes of practice;
 - (iii) rules;
 - (iv) regulations;
 - (v) orders;

Appendix J : New Roads and Street Works Act 1991

- (vi) notices;
 - (vii) directions;
 - (viii) consents;
 - (ix) permissions;
 - (x) best practice guidance documents; and
 - (xi) advice notes.
- 7.1.3. The Company shall provide monitoring information and performance assessment reports to the Scottish Ministers on all Undertakers with Apparatus or equipment on the O&M Works Site on a monthly basis in accordance with the requirements of paragraph 1.3.1 of Part 7 of the O&M Works Requirements.
- 7.1.4. The Company shall provide annual reports on the performance of the Undertakers to the Scottish Ministers not later than two months after the end of each Contract Year.
- 7.1.5. The annual report shall:
- (i) include a review of the effectiveness of the key performance indicators in measuring the performance of the Undertakers; and
 - (ii) propose any amendments and additions which are necessary to improve the effectiveness of the performance monitoring.

When required in writing by the Scottish Ministers, the Company shall implement monitoring incorporating new and revised key performance indicators proposed by the Company or as otherwise required by the Scottish Ministers.

APPENDIX K

SIGNING

Appendix K : Signing**1. Tourist Signposting**

- 1.1. The Scottish Ministers' policy on tourist signposting shall be as contained within the version current at the time of use of the "Trunk Road and Motorway Tourist Signposting Policy". This document shall be read in conjunction with Scottish Office Development Department Circular 27/1995 and the Scottish Office Industry Department Circular 3/1992. Should either of these documents be superseded the Company shall undertake its duties based on the most recent version.

References in the above documents to the Director or any other Scottish Executive officials shall be read as referring to the Scottish Ministers.

- 1.2. The Company shall undertake the duties of the Trunk Road operator as described in the Trunk Road and Motorway Tourist Signposting Policy.
- 1.3. The Company's duties shall include but shall not be limited to:
- 1.3.1. providing full advice on each application under the headings set out in paragraph 11.2 of the Trunk Road and Motorway Tourist Signposting Policy;
 - 1.3.2. considering the relevant local authority's tourist signposting policy when making recommendations to the Scottish Ministers on applications; and
 - 1.3.3. inspecting and recording the tourist operator's credentials.
- 1.4. The Company shall implement the process set out in the flow chart shown in paragraph 11.4 of the Trunk Road and Motorway Tourist Signposting Policy.
- 1.5. When responding to applicants the Company shall use the model letter set out in:
- 1.5.1. annex C(1) to the Trunk Road and Motorway Tourist Signposting Policy along with the schedule at annex C(2) to that policy; or
 - 1.5.2. annex D to that policy;
- whichever shall be appropriate.
- 1.6. The response shall be suitably amended to reflect the change of responsibility from Secretary of State for Scotland to the Scottish Ministers. The Company shall issue to the Scottish Ministers a copy of the signed letter of agreement duly completed by the applicant.
- 1.7. Details of each sign and associated road restraint system shall be added to the RMMS inventory as referred to in these O&M Works Requirements.

2. Temporary Traffic Signs to Special Events

- 2.1. The Company shall undertake the authorisation of temporary traffic signs to special events including, but not limited to:
- 2.1.1. major sporting events;
 - 2.1.2. special exhibitions; and
 - 2.1.3. other public gatherings.
- 2.2. Where special events shall require carriageway or road closures the Company shall follow the procedures referred to in Section 12.
- 2.3. When making a decision on authorisation of temporary traffic signs the Company shall follow:
- 2.3.1. the "Provision of Temporary Traffic Signs to Special Events" issued by the Department of Transport in May 1993 or any subsequent update thereof; and
 - 2.3.2. any advice issued by the Scottish Ministers.

Appendix K : Signing

- 2.4. A decision on each application shall generally be given to the applicant within 14 days of receipt of the application.
- 2.5. Temporary traffic signing for special events shall be erected for a limited period to guide traffic to public events.
- 2.6. The Company shall ensure that temporary traffic signs shall be removed as soon as practicable after conclusion of the public event to which they relate.
- 2.7. If such signs shall not be removed within 48 hours of the end of the public event they shall be treated as unauthorised signs as referred to in section 3 of this Appendix K.

3. Unauthorised Signs

- 3.1. The Company shall identify and advise the Scottish Ministers of the details of any unauthorised signs outside the O&M Works Site which may be causing a distraction to drivers in order for the Scottish Ministers to notify the local planning authority responsible for authorising such signs.
- 3.2. The Company shall identify any unauthorised signs which shall be placed within the O&M Works Site.
- 3.3. The Company shall take all reasonable steps to determine the ownership of any such unauthorised signs.
- 3.4. Where an unauthorised sign shall be located within the O&M Works Site and the ownership of the sign shall be known the owner shall be contacted by the Company and requested to remove the sign within 2 days.
- 3.5. If this action shall not be successful the Company shall within a further 5 Business Days provide the Scottish Ministers with sufficient information to allow the Scottish Ministers to issue to the owner a notice to have the sign removed under Section 87 of the Roads (Scotland) Act 1984.
- 3.6. A copy of any such notice shall be sent by the Scottish Ministers to the Company.
- 3.7. If the owner of the unauthorised sign fails to remove it within the timescale stated in the notice the Company shall remove the sign within 2 Business Days to a suitable storage area provided by the Company to be available for collection by the owner.
- 3.8. The Company shall pursue recovery of all costs associated with the removal of an unauthorised sign directly from the owner of such signs.
- 3.9. The Company shall on receipt of payment for removal and storage costs from the owner of the sign notify the owner in writing of the location thereof and require the owner to collect such sign by a prescribed date which shall be not less than 14 days from the date of the letter.
- 3.10. Should the sign not be collected by the prescribed date stated in the letter the Company shall dispose of the sign and inform the owner in writing thereof.
- 3.11. Where ownership of the sign cannot be determined the Company shall remove the sign as soon as practicable to a suitable storage area provided by the Company where it shall be held for 14 days before being disposed of by the Company.
- 3.12. Should the owner identify himself during this time the process as referred to in this section 3 of Appendix K shall be followed.
- 3.13. The Company shall keep records of all actions and transactions related to the requirements of this section 3 of Appendix K.

Appendix K : Signing**4. Election Advertisements on the O&M Works Site**

- 4.1. The placing of advertising material by political parties with respect to elections is permitted under the Town and Country Planning (Control of Advertisements) Regulations 1992 subject to permission being granted by the owner of the site or any other person with an interest in the site entitled to grant such permission.
- 4.2. The Company shall undertake the authorisation of election advertisements on the O&M Works Site.
- 4.3. When considering requests and issuing conditional authorisation the Company shall take into account the following requirements:
- 4.3.1. no advertisement shall be permitted on motorways;
- 4.3.2. no advertisement shall be permitted on de-restricted sections of Trunk Roads;
- 4.3.3. no advertisement shall be permitted on any:
- (i) central reserve;
 - (ii) splitter island; or
 - (iii) roundabout;
- 4.3.4. no advertisement shall be attached to any:
- (i) traffic sign;
 - (ii) signal (including posts);
 - (iii) bridge parapet; or
 - (iv) sign gantry;
- 4.3.5. no advertisement shall be sited or displayed so as to obscure or hinder the ready interpretation of any road traffic sign or signal;
- 4.3.6. no advertisement shall be sited or displayed so as to interfere with the visibility required for vehicles emerging from side roads or private accesses;
- 4.3.7. advertisements may be permitted within speed restricted urban areas (30 mph or 40 mph limits, or exceptionally within 50 mph limits where approved by the Scottish Ministers subject to the following considerations and conditions:
- (i) detailed proposals including but not limited to:
 - (a) the number of signs;
 - (b) locations method of erection; and
 - (c) removalbeing submitted in writing by election agents for written approval to the Company;
 - (ii) care being taken to ensure that only a limited number of signs shall be approved for each political party to ensure all parties can be accommodated equally; and
 - (iii) notwithstanding any of the provisions of this Agreement the Scottish Ministers being indemnified in writing by the election agents against claims arising from or in connection with, erection, display or removal of any advertisements;
- 4.3.8. any advertisement displayed shall be maintained by the election agents in a clean and tidy condition;

Appendix K : Signing

- 4.3.9. the maximum size of any advertisement shall not exceed 500 millimetre x 500 millimetre;
- 4.3.10. any advertisement displayed shall be removed by the election agent within 14 days after the close of the poll for the election to which it relates.
- 4.4. Should the Company become aware of election advertisements erected without permission action shall be taken immediately as follows:
 - 4.4.1. if the advertisements shall be acceptable the Company shall contact the election agent to request submission within 48 hours of a retrospective request for permission failing which the advertisements shall be removed as described in (ii) and (iii) of section 3 of this Appendix K;
 - 4.4.2. the Company shall also notify the election agent in writing that failure to follow the correct procedure in future shall result in the removal of the advertisements;
 - 4.4.3. if the advertisements shall not be acceptable the election agent shall be contacted and notified in writing to remove the advertisements within 24 hours; and
 - 4.4.4. if the Company shall consider it unsafe for the election agent to remove the advertisements the election agent shall be notified in writing that the advertisements shall be removed by the Company and the costs shall be recovered from the election agents by the Company.

APPENDIX L

THIRD PARTY CLAIMS

Forms and Records

Appendix L ; Third Party Claims

1. FORMS

(a) TPCN Form

Claim Reference Number

Part 1 – About yourself

1. Name

.....

2. Address

.....

.....

.....

.....

3. Occupation

.....

4. Date of Birth

.....

5. Daytime Telephone Number (including STD code)

.....

Part 2 – About your vehicle (if damaged)

1. Class (e.g. car, lorry, motorcycle, moped, bicycle)

2. Make and Model

3. Registration Number (if motor vehicle).....

4. Name and address of insurers

.....

.....

.....

5. Policyholder's name (if not claimant).....

6. Have you claimed from your insurers in respect of this incident?

YES _____ No _____

Appendix L ; Third Party Claims

7. If YES policy number

Appendix L ; Third Party Claims

Part 3 – About your accident

1. Time and date of incident

2. Location of incident. If you have any photographs relating to the incident please enclose them. (See also 8 below re sketch)
.....

3. In which direction were you travelling?

4. Please tick the box(es) which best describe(s) conditions a the time of the incident
The road/footpath was wet___ dry___ icy___ other___
The weather was clear___ foggy___ raining___ snowing___ other___

5. At what speed were you travelling?
(pedestrians should indicate if they were walking/running etc)

6. What warning signs did you see, if any, immediately before the incident
.....
.....

7. Brief descriptions of the events leading up to, during and immediately after the incident
.....
.....
.....

8. Please provide in the space below a sketch of the location of the incident showing landmarks such as bridges, road signs, motorway marker posts etc.

Appendix L ; Third Party Claims

Part 4 – Particulars of damage and/or loss

1. Details of damage to vehicle

.....

.....

2. Details of damage to property or other material loss

.....

.....

.....

3. Did you suffer any physical injury as a result of this incident?
YES _____ NO _____

If YES please complete the CRU Section of this form. Please also describe your injuries and indicate who treated you and when

.....

.....

.....

4. Amount of claim (please enclose written estimate/receipts) £.....

5. If you are making a claim in respect of personal injuries please complete the mandate attached. This document authorises the hospital or general practitioner who treated you to disclose your medical history or conditions only as regards the injuries you sustained arising from the circumstances of this claim. Complete the mandate in BLOCK CAPITALS. Do not detach it. Your attention is also drawn to the need to complete the enclosed CRU Section form.

Appendix L ; Third Party Claims

Mandate

(Enter below the full name and address of the hospital or general practitioner who treated you)

.....
.....

I,

.....

(enter your full name and address)

.....hereby authorise
you to provide to the Company and/or to the Scottish Ministers a full medical report or full statement of my
medical history relative to injuries sustained by me on (enter date) as a result of (enter circumstances)

.....
.....
.....

Signature Date

NAME IN BLOCK CAPITALS

Appendix L ; Third Party Claims

Part 5 – About witnesses to the incident

1. Please provide names and addresses of other occupants of your vehicle (if any)

Name..... Name.....

Address..... Address.....

.....

Name..... Name.....

Address..... Address.....

.....

2. Were the Police involved? Yes_____ No_____

If YES please give details

.....

3. Please provide names and addresses of other witnesses to the incident and say why they are witnesses (e.g. passer-by, other motorist)

.....

Part 6 – Other Information and signature

1. Please use this space to supply any other information you think is relevant to the claim or register any other comments you wish to make

.....

2. Please sign and date the form

Signature..... Date.....

NAME IN BLOCK CAPITALS

Appendix L ; Third Party Claims

(b) CRU Section

***ONLY TO BE COMPLETED IF
YOU SUFFERED PHYSICAL INJURY***

**THE SOCIAL SECURITY (RECOUPMENT) REGULATIONS 1990
SOCIAL SECURITY ACT 1989**

Please provide the following which must by law be passed to the Department of Social Security by the party being claimed against. (Do not detach this form)

Full Name
National Insurance No
.....

Details of your solicitor or representative (if appropriate)

Name
Address
Post Code
Reference

Details of your employment at the time of the accident (if appropriate)

Name of Employer
Address
Post Code
Department
Clock or Works Number

I declare that the above information is correct to the best of my knowledge.

Signed Date

*Claimant/claimants representative

Block Capitals

*Delete as appropriate

Appendix L ; Third Party Claims

CRU 1 Form

DWP Department for
Work and Pensions

Notification of a claim for compensation

PLEASE USE CAPITALS WHEN COMPLETING THIS FORM
ALL PARTS SHOULD BE COMPLETED UNLESS STATED OTHERWISE

Injured Person's details

Sex *Select F for female, M for male* F

National Insurance Number

Date of Birth

*Office use
Enter V or NV*

Surname

Date of Death

*Office use:
Enter V or NV*

First Forename

Address

Other Forename

Any other known surname(s) eg. Maiden name

Title

Postcode

Reason for claim as alleged by the Injured Person

If accident or alleged clinical negligence:

Full description of injuries resulting from the accident (state Left or Right where appropriate) and condition/reason for which compensation is claimed.

Date of accident/incident

If disease:

Name of disease – if compensation is also being claimed for condition(s) prior to disease being diagnosed, give those details as well

*Office use:
Disease code*

Type of Liability

E for Employer
P for Public
M for Motor

C for Clinical Negligence
O for Other

Compensator details

Name of compensator or compensator's representative

On behalf of: (Enter name of compensator if representative's details given opposite)

DX address or postal address

Your reference

Name of Insured or Policy Holder

Telephone

Postcode

Fax

CRU1

Appendix L ; Third Party Claims

2. RECORDS

(a) TPCCR Form

Claim Reference Number

1. Company

2. Trunk Road and Exact location of incident (sketch, OS extract, photograph etc. shall be attached)
.....

3. Date and Time of Incident
.....

4. State source of information provided at question 2 and 3 above
.....

Particulars of witnesses (other than those provided by claimant) to the incident. If Company employees this shall be state and precognitions attached.

Name.....
Address.....
.....

Name.....
Address.....
.....

5. Were the Police involved? YES NO
If YES a Police Report shall be obtained and sent out as soon as possible.

6. Does the claim refer to an incident alleged to be due to roadworks?
YES NO
If YES, by whom were the works being carried out?
Local Authority Contractor Public Utility

7. Local Authority, Contractor, Public Utility name and address if appropriate

Appendix L ; Third Party Claims

8.	Nature of Roadworks
9.	What were the weather and road conditions at the time of the incident
10.	Were the gritters called out? YES NO If YES what are the Company's arrangements for gritting the road
11.	Was the locus gritted prior to the incident? YES NO If YES, give time and date
NB In the event that the claimant/Police Report alleges that the road surface was icy or had poor skid resistance etc, full details countering/agreeing this allegation should be given. Pertinent gritting times/testing results shall be included.	
12.	Is the incident alleged to have been caused through a defect or obstruction in the road? YES NO If NO go to question 13

Appendix L : Third Party Claims

If YES

12.1 Had the Company received notice or were they otherwise aware of the defect or obstruction prior to the incident?.....

12.2 If unaware please comment on why regular inspections failed to identify the defect?

12.3 What is the inspection regime for this Trunk Road? (7 day, 28 day etc)

12.4 Please include records of dates and findings (Routine Management and Maintenance System output) of inspections immediately before and after this incident

12.5 How was the inspection carried out? (on foot, by van etc).....

12.6 If by van state whether the driver, driver and mate etc.....

12.7 When had work last been undertaken at the Site, and by whom, prior to the incident?

13. Please use this space to comment fully on the TPCN form, and give any other relevant information including details of any damage to Scottish Ministers Property.

Appendix L : Third Party Claims**(b) Records for Damages to Crown Property**

Electronic record DCPCR shall be completed by the Company when Scottish Ministers Property shall have been damaged.

Damage to Scottish Ministers Property Cost and Recovery Reporting Forms shall be completed when repair, replacement and clearance shall have been completed (form DCPCRR, being an extension of previous DCPCRR1 & 2 and DCPCC).

Notes on completion of fields

- (a) Unique damage identification number – this shall be a unique damage reference made up of Company/route/consecutive claim no as agreed with the Scottish Ministers.
- (b) Location – this shall be based on a geographical description and CHART references.
- (c) Name of Culprit - Where a culprit has been identified, the name and address shall be inserted. Where a Police response shall be awaited regarding the identity of a culprit then the word “investigating” shall be inserted. Where the police confirm that they have been unable to identify a culprit then “unknown” shall be entered.

Appendix L : Third Party Claims**(1) DCPCR**

Fields shall be as listed below:

- (i) Name of Company;
- (ii) Unique damage identifier;
- (iii) Trunk Road/Motorway;
- (iv) Date and time of incident;
- (v) Source of this information;
- (vi) Location - Link, section and chainage and geographically (Geographical Information System reference);
- (vii) Description of property;
- (viii) Type and extent of damage;
- (ix) Cause of damage including name of culprit;
- (x) Are proceeding being taken by police?;
- (xi) Has emergency work been done and by whom?;
- (xii) Road condition e.g. good, rutted;
- (xiii) Weather conditions;
- (xiv) Was road wet, dry or icy?;
- (xv) Were gritters called out?;
- (xvi) Details of gritting arrangements;
- (xvii) Was location gritted prior to incident;
- (xviii) Estimated/final cost (see DCPC below);
- (xix) Estimated date for final costs;
- (xx) Other information including names and addresses of witnesses;
- (xxi) Brief account of incident causing damage;
- (xxii) Name and designation of person entering information;
- (xxiii) Telephone number;
- (xxiv) Date.

Appendix L : Third Party Claims**(2) DCPCRR**

Fields shall be listed below:

- (xxv) Unique damage identifier;
- (xxvi) Date damage logged;
- (xxvii) Date of repair replacement and clearance;
- (xxviii) Location of damage Site;
- (xxix) Details of damage and repair;
- (xxx) Name of culprit;
- (xxxi) Status with regard to recovery;
- (xxxii) Date Director notified where cost of repair replace and clearing exceeds £10,000;
- (xxxiii) Final Company costs for:
 - (a) Repair replacement and clearance of damage
 - (b) Emergency Response Operations
 - (c) Temporary traffic management.
- (xxxiv) Final third party costs for:
 - (a) Police report
 - (b) Other (describe source / reason in the records)
- (xxxv) Amount recovered from culprit;
- (xxxvi) Statement number if appropriate;
- (xxxvii) Outstanding balance (difference between cost of repair replacement and clearing and amount recovered).

Appendix M : TRISS Vehicle and Equipment Requirements

APPENDIX M

TRISS Vehicle and Equipment Requirements

Appendix M : TRISS Vehicle and Equipment Requirements


1. General

1.1. Vehicles

1.1.1. The Company shall ensure that the overall appearance of the vehicles is the same as the TRISS vehicles used by the other TRISS providers.

1.1.2. The vehicle shall meet the following specifications:

Base Vehicle	
Make	Mercedes Sprinter or equivalent
Model	313CDI or equivalent
Wheelbase	Medium
Roof Style	High Roof
Engine	Minimum of 2000cc – 95 kw / 129 hp
Body	Panel Van
Fuel Type	Diesel
Colour	“Calcite Yellow”



Base Vehicle Requirements	
<ul style="list-style-type: none"> • Rear wheel drive 	<ul style="list-style-type: none"> • 2 passenger compartment doors
<ul style="list-style-type: none"> • 6 speed manual 	<ul style="list-style-type: none"> • Nearside unglazed side loading door
<ul style="list-style-type: none"> • Anti-lock braking system (ABS) 	<ul style="list-style-type: none"> • 2 unglazed rear doors
<ul style="list-style-type: none"> • 75 litre fuel tank capacity 	<ul style="list-style-type: none"> • Heavy duty alternator, additional heavy duty battery and split charging system for beacons, signs etc.
<ul style="list-style-type: none"> • Driver’s seat 	
<ul style="list-style-type: none"> • Dual passenger seat 	
<ul style="list-style-type: none"> • 3 point inertia belts on all seats 	<ul style="list-style-type: none"> • Standard full height steel bulkhead to rear of crew compartment
<ul style="list-style-type: none"> • Driver and front passenger airbags 	



Appendix M : TRISS Vehicle and Equipment Requirements

Additional Specifications
<ul style="list-style-type: none"> 2 x “Vision Alert” 15 Series LED roof mounted <u>Light Bars</u> or equivalent, 1.24m (47”) in length. <u>Rear</u>: Model 15-00037 showing 4 x corner and 8 x rear light units or equivalent – None to front. <u>Front</u>: Model 15-00037 showing 4 x corner and 4 x rear light units or equivalent – None to rear.
<ul style="list-style-type: none"> 2 x “Vision Alert” 3800 Series Quad Flash Directional <u>LED Strobes</u> (Model 100.369) or equivalent mounted on the <u>front grill</u> of each vehicle
<ul style="list-style-type: none"> 4 x adjustable working <u>Spot Lights</u> fitted to each top corner of the vehicle, with associated independent illuminated light switches.
<ul style="list-style-type: none"> <u>Livery</u> – Class 1 red microprismatic diagonal markings alternating with yellow reflective diamond grade stripes etc. (The style, Logos and text are as agreed with Transport Scotland and are in the form illustrated in the above photographs.
<ul style="list-style-type: none"> <u>Reversing Bleeper Alarm</u>

1.2. Communications System

1.2.1. Each trunk road incident support service vehicle shall include a mobile communication system in accordance with Clause 103SR of the Specification. The system shall permit communications in accordance with Appendix 1/72 of the Specification and shall be linked directly to the Company control room. In addition, the Company shall make arrangements to have continuous communication capability with the Police.

1.2.2. The Company shall liaise with the Police and develop and implement such a system required by the Police subject to the written consent of the Scottish Ministers.

1.3. Global Positioning System (GPS)

1.3.1. Each trunk road incident support service vehicle shall have a continually available and functioning on-board global positioning system (GPS) that shall provide the Company’s control room staff with a “live” locating and identification facility.

1.3.2. The Company shall maintain all records and registers in such a way that shall include, but shall not be limited to:

- (i) details of GPS co-ordinates;
- (ii) written location; and
- (iii) link and section details.

1.4. Incident Support Equipment to be Carried in Each Incident Support Vehicle

1.4.1. The Company shall provide as a minimum the following equipment with each TRISS vehicle:

Description	Minimum Quantity
Consumables	
Draw Cord	3 m
2 Stroke oil	5 sachets
Rigger Gloves	5 pairs

Appendix M : TRISS Vehicle and Equipment Requirements

Description	Minimum Quantity
Lube Oil Spray	1 no. 400 ml tin
Helmets	2
Fuel Container	2 no. x 5 litre
Diesel Fuel	5 litres
Petrol	5 litres
Fence Nails and Staples	1 box
Face Dust Masks	12
Paper Towels	1 pk
De-icer	1 tin
Animal Carcass Bags	10
Handwipes	1 box
Absorbent Granules	6 no. bags
Tools and PPE	
Digital Camera	1
Reflective jackets for use by stranded motorists	2
Drain Rods	20
Claw hammer	1
Pointing Trowel	1
Manhole Lifting Keys	1 set
Handsaw	1
Wire Brush	1
Floating Trowel	1
Stihl Saw	1
Stone Cutting Discs	6
Metal Cutting Discs	6
Shovels	2
Stiff Brush	1
Soft Brush	1
Spirit Level	1
First Aid Kit	1
Prunner	1
Pickaxe	1
Bow Saw	1

Appendix M : TRISS Vehicle and Equipment Requirements

Description	Minimum Quantity
Foam Ear Plugs	5 sets
Safety Goggles	2
Paper Coveralls	4 pairs
Torches	2
Batteries	24
14lb Sledge hammer	1
Stilsons	1 set
Fence Rails	7 no.
Chespale Temporary Fence	1 roll
Traffic Management Equipment	
750 mm Cones	30
Cone Lights	30
Cone Light Batteries	24
Men at Work Signs	2
Road Narrows Signs	2
610 Arrows Signs	2
Road Closed Signs	4
Floods Signs	4
Diverted Traffic Signs	5
Traffic Lights Inoperable Signs	4

APPENDIX N

TRISS Team Daily Record

Appendix N : TRISS Team Daily Record

TRISS Team Daily Record
Patrol Routes
Date:..... Day:
Operative Names :
1. No. of Incidents/Actions attended (line out for each attended)
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15
16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
31 32 33 34 35 36 37 38 39 40 41 42 43 44 45
2. Emergency Call Outs - Insert Reference Number
(i)
(ii)
(iii)
(iv)
(v)
3. Incident(s) of Note - Insert Reference Number
(i)
(ii)
(iii)
(iv)
(v)
4. Defect Identification - Insert Reference Number
(i)
(ii)
(iii)
(iv)
(v)

Appendix N : TRISS Team Daily Record

5. Roadside Assistance to Public
Route and Location Nature Time Spent (Minutes)
(i)
(ii)
(iii)
(iv)
(v)
6. Assistance Rendered to Police (other than Emergencies)
Route and Location Nature Time Spent (minutes)
(i)
(ii)
(iii)
(iv)
(v)
7. Safety Patrol(s)
Route Duration No. of Faults/Issues
(i)
(ii)
(iii)
(iv)
(v)
8. Updates for Traffic Scotland and other agencies via Company's control room
(for example - required Lane closures, severe weather, excess surface water)
Time(s) Route and Location Nature
(i)
(ii)
(iii)
(iv)
(v)

Appendix N : TRISS Team Daily Record

9. Any other information not shown previously (continue overleaf if required).
Completed daily logs shall be forwarded to the Company's control room at the end of each shift.
(i)
(ii)
(iii)
(iv)
(v)