



# **M8 M73 M74 MOTORWAY IMPROVEMENTS**

**DBFO AGREEMENT**

**Schedule 4 - O&M Works Requirements**

**Part 1: Overall Requirements**

TS/MTRIPS/WKS/2011/04



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## **SCHEDULE 4**

### **O&M WORKS REQUIREMENTS**

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## SCHEDULE 4 - O&M WORKS 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 6.3 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:

**Adjoining Trunk Road Incident Support Service** means the Trunk Road Incident Support Service provided by other agents of the Scottish Ministers on the those parts of the trunk road and motorway network that adjoin the Project Roads and which may on occasions undertake services within the Project Roads as requested to by the Scottish Ministers via the Traffic Scotland Service Provider.

**Asset Manager** means the person described in paragraph 3.2;

**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 including High Mast Lighting Columns;

**Detailed Inspection** means the inspection required as set out in Section 1.6 to Part 2 of these O&M Works Requirements. Detailed Inspections shall also include those specified within DMRB TD23, TD24 and TD25;

**Emergency** means any unforeseen event affecting the Operations, whether directly or indirectly, which causes an immediate or imminent threat to the safety of the public, operators personnel, livestock or integrity of any part of the Operations or the Sites, which event was not caused or contributed to by the Company or any Company Related Party;

**Fault Management System (FMS)** means the system described in paragraph 6.5.5 to Part 2 of these O&M Works Requirements;

**Fault Reporting Centre** means the arrangements described in paragraph 6.10.2 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** means any one of the three categories of incident described in Section 17 of Part 1.

**Incident Response Plan** means the plan described in Section 17.9:

**Incident Response Procedures ('IRP')** means the procedure set out in Section 17:

**Incident Support Service Plan** means the plan described at Section 32.14;

**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 8.2.3 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 of Structures** is defined in Schedule 4 Part 2 Section 5.

**Maintenance of Road Pavements** is as described in Schedule 4 Part 2 Section 4.

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

**MART** means Multi Agency Response Team as described in Section 17 paragraph 17.3 of this part.

**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 3.5;

**Operational Manager** means the person described at paragraph 3.2;

**Operational Partners** means those organisations as detailed in paragraph 3.10;

**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;

**Roadside Electrical Apparatus and Road Lighting and Power Supplies** shall include but not be limited to lighting columns, illuminated signs and bollards, traffic signals, control cabinets, feeder pillars, electrically energised pumps, weather stations, floodlights and luminaries. Maintenance shall be as described in Schedule 4 Part 2 Section 2.27.

**Routine Maintenance and Management System (RMMS)** means a system equivalent to the second principal module of the Transport Scotland 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 (SERIS)** means the data collection system detailed in Section 15 or equivalent system developed and adopted by Transport Scotland;

**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** mean 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;

**Structures Management System (SMS)** 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;

**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;

**Traffic Scotland Active Maintained Equipment** means the part of Traffic Scotland Maintained Equipment that the Traffic Scotland Service Provider shall be responsible for maintaining and includes such equipment existing on the Project Roads at the Commencement Date and the Traffic Scotland Equipment installed by the Company as part of the New Works or in accordance with Schedule 4 or Traffic Scotland Equipment installed by the Scottish Ministers.

**Traffic Scotland Maintained Equipment** means the Traffic Scotland Passive Maintained Equipment and Traffic Scotland Active Maintained Equipment

**Traffic Scotland Passive Maintained Equipment** means the part of Traffic Scotland Maintained Equipment and infrastructure existing on the Project Roads that has any function relating to the provision of the Traffic Scotland Service at the Commencement Date and all additional or replacement Traffic Scotland Equipment and infrastructure that has any function relating to the Traffic Scotland Service installed by the Company or the Scottish Ministers after the Commencement Date that the Company shall be responsible for maintaining.

**Traffic Scotland Service** is the service established by the Scottish Ministers to support the delivery of the Government's purpose of sustainable economic growth. In this regard the specific objectives of Traffic Scotland Service are to:

- (a) Improve journey time reliability;
- (b) Reduce disruption caused by incidents, roadworks and events;
- (c) Minimise the effects of congestion by the provision of alternative route advice;
- (d) Allow travellers to make informed decisions concerning route, time, and means of transport by the provision of credible and accurate travel information; and



(e) Improve safety and security for travellers

**Traffic Scotland Service Provider** means the provider or providers as appointed by the Scottish Ministers to undertake Traffic Scotland Service delivery.

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

**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 Design and Use of Directional Information Signs: Local Transport Note 1/94;*
  - 2.1.2. the DMRB;
  - 2.1.3. specific requirements for the Design, construction and completion of New Works as detailed in Schedule 2: Part 2 and Part 3 of this Agreement;
  - 2.1.4. the MCHW;
  - 2.1.5. the specification as found in Part 5 of these O&M Works Requirements;
  - 2.1.6. the Traffic Signs Regulations and General Directions 2002;
  - 2.1.7. the Traffic Signs Manual;
  - 2.1.8. the Disability Discrimination Act Good Practice Guide for Roads (Transport Scotland);
  - 2.1.9. Temporary Traffic Management on High Speed Roads - Good Working Practice, TRL 2002;
  - 2.1.10. Guidance for Safer Temporary Traffic Management, Highways Agency, Health & Safety Executive and County Surveyors Society 2002;
  - 2.1.11. Code of Practice "The Reduction of Traffic Delays at Roadworks" - Published by the Scottish Office and the County Surveyors' Society Scotland (1992).
  - 2.1.12. the Certification Procedure;
  - 2.1.13. 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 be equivalent or better than the existing materials, and fully satisfy all relevant codes, 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 of this Schedule 4 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 Agreement 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) in accordance with Section 17 and this sub paragraph 3.1.2 (iii) the Company shall for all Incidents a) undertake Incident and Emergency Response Operations such that the Trunk Road and Local Road networks shall be returned to full operational capacity as quickly as possible.; b) at the earliest possible time minimise the adverse effects of Incidents and Emergencies by undertaking Incident and Emergency Response Operations determined as being most relevant by the Company in consultation with the Police and Transport Scotland to minimise adverse effects to road users; and c) provide at intervals of no greater than 30 minutes information about the Incident and Emergency Response Operations being undertaken to clear and minimise the adverse affect of Incidents and Emergencies to the Scottish Ministers and the Traffic Scotland Service Provider ;
  - (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) All routine, planned, reactive maintenance and inspections, testing and certification ;
- (ii) Journey Time Reliability;
- (iii) RMMS;
- (iv) Emergencies and Incidents;
- (v) MART attendance and support;
- (vi) TRISS;
- (vii) Winter Service;
- (viii) Services related to the Traffic Scotland requirements set out in Section 6 of Part 2 to Schedule 4;
- (ix) faults and defects potentially or actually affecting the safety of Users, frontagers and other persons using the O&M Works Site;
- (x) Temporary Traffic Management Schemes;
- (xi) Undertakers, other than in connection with Design;
- (xii) customer services, including hauliers movements, complaints, Users and the public, other than in connection with Design; and
- (xiii) procedures, reporting and records relating to the foregoing.

3.3. 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:

3.3.1. Glasgow City Council (Contact: [REDACTED], Telephone 0141 287 9000);

3.3.2. North Lanarkshire Council (Contact: [REDACTED] , Telephone [REDACTED]);

3.3.3. South Lanarkshire Council (Contact: [REDACTED], Telephone 0303 123 1015); as appropriate.

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

3.4. 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.

- 3.5. 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:
  - 3.5.1. Maintenance Management Plan;
  - 3.5.2. Winter Service Plan and its appendices;
  - 3.5.3. Emergency Response Plan;
  - 3.5.4. Incident Support Service Plan;
  - 3.5.5. Landscape Development Plan, as and when it shall become a requirement;
  - 3.5.6. maintenance and management of Structures, including the role of and interaction with the SMS;
  - 3.5.7. delivering the O&M Works Requirements for Traffic Scotland's equipment, including compliance with the documentation requirements of the Specification of this Schedule 4;
  - 3.5.8. the Liaison Procedures;
  - 3.5.9. the remaining O&M Works Requirements and
  - 3.5.10. Traffic Scotland Equipment Management Plan;
- 3.6. The Asset Manager shall take the lead role in developing and reviewing the O&M Manual.
- 3.7. 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.
- 3.8. 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.
- 3.9. 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.
- 3.10. Operational Partners are those organisations which are involved in or be consulted with regarding the operation of any part of the Trunk Road network and may work in partnership with the Company. They are as detailed below:
  - (i) branches within Trunk Roads and Bus Operations Directorate and other Directories in Transport Scotland and Transport Directorate,
  - (ii) the Traffic Scotland Operator,
  - (iii) the Performance Audit Group,
  - (iv) the Police Services and the Association of Chief Police Officers (Scotland).

- (v) the Emergency Services,
- (vi) the Scottish Roads Traffic Database Operator,
- (vii) Transport Scotland's customers,
- (viii) local roads authorities,
- (ix) local authorities,
- (x) local authority emergency planning departments,
- (xi) bridge authorities,
- (xii) the Traffic Customer Care Line Service,
- (xiii) Operating Companies in adjacent units,
- (xiv) Design Build Finance and Operation (DBFO) Companies,
- (xv) the Trunk Road Incident Support Service patrols in adjoining units,
- (xvi) the Scottish Environment Protection Agency,
- (xvii) Authorised contractors, notified to the Company by the Scottish Ministers,
- (xviii) Undertakers,
- (xix) Statutory Authorities,
- (xx) Network Rail, and
- (xxi) any other organisation notified to the Company by the Scottish Ministers.

3.11 The Monklands Canal Pipeline is maintained by Transport Scotland on behalf of Scottish Ministers. The Company shall consult and comply with the requirements of Transport Scotland Trunk Road and Bus Operations in relation to the Monklands Canal Pipeline and the design, construction and completion of the O&M Works.

#### 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. All work shall provide for the safety of persons, livestock and property against danger and damage.

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 ([REDACTED], Telephone: [REDACTED]);

6.1.2. Glasgow City Council (Contact: [REDACTED], Telephone: 0141 287 9000);

6.1.3. North Lanarkshire Council (Contact: [REDACTED], Telephone: [REDACTED]);

6.1.4. South Lanarkshire Council (Contact [REDACTED], Telephone: 0303 123 1015);

6.1.5. Strathclyde Police (Contact: Central Road Policing Unit (CRPU), Telephone: 0141 532 6400);

6.1.6. South East Unit Operating Company;

6.1.7. South West Unit Operating Company; and

6.1.8. M80 DBFO Company.

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: Central Road Policing Unit (CRPU), Telephone: 0141 532 6400);

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. Glasgow City Council (Contact; [REDACTED], Telephone: 0141 287 9000);

7.3.2. North Lanarkshire Council (Contact: [REDACTED], Telephone: [REDACTED]); and

7.3.3. South Lanarkshire Council (Contact: [REDACTED], Telephone: 0303 123 1015);

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 or any of 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: [REDACTED], SEPA South West Area Telephone: [REDACTED]) 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 (including Traffic Scotland Service Provider) 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 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 Project and/or who are directly affected by activities associated with the O&M Works.

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 Glasgow City Council, North Lanarkshire Council and South Lanarkshire 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:

- Traffic Scotland Service Provider;
- Traveline Scotland;
- Traffic Scotland Customer Care Line;
- INRIX Media and any other relevant media provider;

Transport Scotland press office 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

Transport Scotland is currently developing the Integrated Roads Information System (IRIS) which has the flexibility to be used on a variety of contract types including DBFO contracts. For this Agreement, IRIS will replace SERIS. The attributes of IRIS appropriate for this contract shall be adopted and used by the Company. IRIS and its requirements will be subject to ongoing development by Transport Scotland throughout the duration of this Agreement and the Company shall adopt each successive change appropriate to this Agreement. Transport Scotland will provide training on the requirements and use of IRIS or equivalent systems together with the required software for data capture.

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 Roads 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 M8 M73 M74 Motorway Improvements:

- (i) road condition data including:



- (a) high speed (Surface Condition Assessment of the National Network of Roads (SCANNER) system) 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 M8 M73 M74 Motorway Improvements 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 M8 M73 M74 Motorway Improvements 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 M8 M73 M74 Motorway Improvements. The Company shall liaise with such survey contractors when necessary for the provision of traffic management and other safety purposes and the Company shall be responsible for the provision of required traffic management.
- 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 M8 M73 M74 Motorway Improvements.
- (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 M8 M73 M74 Motorway Improvements 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 M8 M73 M74 Motorway Improvements 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 Ministers 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 Road 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.
- (iv) The Road Vehicles (Authorised Weight) Regulations 1998.

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 routeing 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 Structures Management System (SMS) to identify structures affected on the movement route of an abnormal load and shall examine the records available in the SMS 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 SMS, 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. Incident Response

#### 17.1. General

- 17.1.1. This section identifies the requirements for the Company in relation to:

- (i) planning its Incident Response Operations for Incidents within the O&M Works Site or near to it,
- (ii) executing its Incident Response Operations to comply with sub paragraph 3.1.2 (iii).
- (iii) minimising the duration of Incidents that occur on or near the O&M Works Site, including the impact that any Incidents may have on the operation of the O&M Works Site, and
- (iv) identifying and executing mitigating actions to prevent the occurrence of Incidents.

- 17.1.2. The Company shall attend to all Incidents in a prompt and efficient manner through the planned and coordinated use of its Incident Response Resources in response times that meet or better the response times stated in the Specification/Incident Response Plan.

- 17.1.3. The Company's Incident Response planning activities shall include the development and use of management plans, processes and systems. The Company shall undertake such activities to enhance its capability to deliver the response to, and minimise the duration of, Incidents.

- 17.1.4. The Company's Incident Response Operations shall commence immediately after it has been notified of an Incident or determined that an Incident has occurred. Such Incident Response Operations shall include:

- (i) responding to all Incidents within the response times stated in the Specification,

- (ii) providing sufficient Incident Response Resources to execute Incident Response Operations,
- (iii) undertaking repair work to restore safe access and use of the Trunk Road for all users, and
- (iv) undertaking recovery operations to restore the O&M Works Site to normal operation.
- (v) undertaking all other operations to comply with the requirements of this Section 17 and the Specification.

The Company shall undertake its Incident Response planning and Incident Response Operations in accordance with the Incident Response Plan. This plan shall be prepared and maintained by the Company as stated in this Section 17.

17.1.5. The Company's Incident mitigation activities shall seek to minimise or eliminate the risks associated with Incidents that impact on the operation and use of the O&M Works Site. Such mitigation activities shall include:

- (i) Disruption Risk Management activities relating to Incidents that cause disruption of the operation of the network. The Company shall undertake such activities in accordance with the Disruption Risk Management Plan which shall be prepared and maintained by the Company in accordance with Transport Scotland's *Manual for the Management of the Risk of Unplanned Network Disruption* and as stated in this Part, and
- (ii) activities relating to Incidents that do not cause disruption to the operation and use of the O&M Works Site.

17.1.6. The Company shall ensure that all staff involved in Incident Response Operations are suitably trained and its vehicles are sufficiently equipped to deal with all Incidents.

## 17.2. Incident Response Services

17.2.1. The Company's Trunk Road Incident Support Service and Incident Support Units shall attend to all Incidents in accordance with the response times stated in the Specification of this Schedule 4.

## 17.3. Multi Agency Response Team

17.3.1. For the purposes of this Part, the Multi Agency Response Team comprises the Company and partner organisations working with Transport Scotland in the deployment of resources to manage Incidents or events that are deemed in the first instance by the Scottish Ministers to:

- (i) have a high risk of severe disruption to road or rail journeys with potential safety risks for the travelling public,
- (ii) have a significant potential impact for large parts of the strategic transport network, and
- (iii) require a multi agency response.

17.3.2. The need to deploy the Multi Agency Response Team will be considered by the Scottish Ministers in dialogue with the Multi Agency Response Team partners. The decision making will be based on professional judgement and use the best intelligence available to the group. Participation by and deployment of the Multi Agency Response Team will be proportionate and defined by the nature, scale and potential impact of the Incident or event.

- 17.3.3. The Company shall maintain a list of suitably trained staff who are able to work in the Multi Agency Response Team when it is in operation. These nominated individuals shall be available at short notice, able to attend the Traffic Scotland Control Centre (located at South Queensferry from 2013) when required and have a full understanding of the objectives of the Multi Agency Response Team and their role in its operation. Such staff shall be available to attend any training events that may be organised in relation to Multi Agency Response Team operations.
- 17.3.4. No later than 30 Days prior to the Restricted Services Commencement Date, the Company shall produce and thereafter maintain up to date throughout the Contract Period its own Multi Agency Response Team information folder which shall contain key information such as contacts, record logs and the like and which shall be handed over at each shift change when the Multi Agency Response Team is in operation.
- 17.3.5. The Multi Agency Response Team organisational partners will vary over the lifetime of this Contract and are likely to include:
- (i) Transport Scotland,
  - (ii) the Traffic Scotland Service Provider,
  - (iii) Scottish Minister's Trunk Road South East and South West Units including DBFO's,
  - (iv) Network Rail,
  - (v) First Scotrail,
  - (vi) the Meteorological Office, and
  - (vii) the Association of Chief Police Officers in Scotland and
  - (viii) the Company.

## CLASSIFICATION OF INCIDENTS

### 17.4. Major Incidents

- 17.4.1. For the purposes of this section, a Major Incident means any unplanned event that requires the implementation of special arrangements by one or more of the Category 1 responders in accordance with the requirements of the *Civil Contingencies Act 2004* and the *Civil Contingencies Act 2004 (Contingency Planning) (Scotland) Regulations 2005* for:
- (i) the rescue and transport of a large number of casualties,
  - (ii) the involvement, either directly or indirectly, of large numbers of people,
  - (iii) the handling of a large number of enquiries likely to be generated both from the public and the news media, usually to the Police, or
  - (iv) the large scale combined resources of the Category 1 responders to cater for the threat of death, serious injury or homelessness to a large number of people.
- 17.4.2. The Police and other Category 1 responders are responsible for declaring a Major Incident and shall immediately notify the Scottish Ministers and the Traffic Scotland Service Provider when a Major Incident has been declared.
- 17.4.3. When requested by the Scottish Ministers, the Company shall support Category 1 responders with dealing with Major Incidents.

### 17.5. Critical Incidents

17.5.1. For the purposes of this section, a Critical Incident means any unplanned event that includes:

- (i) all Incidents and Severe Weather events that result in significant disruption to the operation of the O&M Works Site,
- (ii) road traffic accidents on a Trunk Road involving fatalities, serious injuries, or dangerous substances,
- (iii) partial or full closure of a Trunk Road due to weather or road conditions,
- (iv) road traffic accidents involving crossover of a vehicle from one carriageway of a Trunk Road to another,
- (v) road traffic accidents on a Trunk Road resulting in serious or potentially serious damage to a Structure necessitating road closures,
- (vi) any Incident causing full or partial closures of a Trunk Road due to road traffic accidents, equipment failure, security alerts of criminal or terrorist activities or any other significant event,
- (vii) any Incident of public sensitivity,
- (viii) Incidents resulting in damage to the infrastructure within the O&M Works Site,
- (ix) environmental Incidents of significant importance, and
- (x) any Incident not on the Trunk Road that meets any of the above criteria and which may affect the Trunk Road.

17.5.2. The Company shall declare an Incident to be a Critical Incident for its own and the Scottish Ministers management purposes.

17.5.3. The Company's notification requirements for Critical Incidents are stated in Appendix O of this Part 1 of Schedule 4.

17.5.4. Where the Company considers Critical Incidents to have escalated, or are likely to escalate, to a Major Incident, the Company shall immediately notify the appropriate Category 1 responder, the Scottish Ministers and the Traffic Scotland Service Provider.

### 17.6. Minor Incidents

17.6.1. For the purposes of this section, a Minor Incident means

- (i) any unplanned event within the O&M Works Site that is not considered by the Company to be a Major Incident or a Critical Incident; and
- (ii) a planned event that is causing adverse effects that were not planned.

17.6.2. The Company shall declare an Incident to be a Minor Incident for its own and the Scottish Ministers management purposes.

17.6.3. The Scottish Ministers will change the classification of a Minor Incident to Critical Incident where other information that is available to the Scottish Ministers indicates that such a classification change is required.

## DISRUPTION RISK MANAGEMENT PLAN

### 17.7. General

17.7.1. Disruption risk management shall refer to the activities undertaken by the Company that are aimed at improving journey time reliability by minimising or

eliminating the risk of unplanned disruption to the operation of the O&M Works Site. The Company's shall develop and implement its Disruption risk management processes in accordance with Transport Scotland's *Manual for the Management of the Risk of Unplanned Network Disruption* to:

- (i) collect, store and analyse data on Incidents to identify locations within the O&M Works Site with a pattern of, or potential for, disruption Incidents,
- (ii) undertake a risk assessment at each Disruption Risk Site using a standard approach to be provided by the Scottish Ministers to identify Disruption Risk Sites with high and very high risk level,
- (iii) develop and submit a Statement of Intent, for consent by the Scottish Ministers, for appropriate risk management action at Disruption Risk Sites identified as having a high and very high risk level. Such actions include capital investment projects, development and implementation of a management plan and further investigation of specific Disruption Risk Sites,
- (iv) when consented to by the Scottish Ministers, implement approved risk management actions where a bid for funding has been successful, and
- (v) establish, maintain, implement and continuously improve a Disruption Risk Management Plan for the O&M Works Site. The Company shall update the Disruption Risk Management Plan at intervals not exceeding 12 months.

17.7.2. The Company's Disruption Risk Management Plan for the O&M Works Site shall contain details of its arrangements for implementing its disruption risk management activities.

#### 17.8. Disruption Risk Management Plan

17.8.1. The Disruption Risk Management Plan shall combine the details and requirements of other management plans and Records required by this Contract that contribute to the management of Disruption Risk. Such Records and plans include:

- (i) the Incident Response Plan,
- (ii) the Winter Service Plan,
- (iii) the Trunk Road Incident Support Service plan,
- (iv) the Incident Support Unit plan,
- (v) the Standard Incident Diversion Routes,
- (vi) the wind management plans,
- (vii) the flooding management plans,
- (viii) the landslide management plans,
- (ix) disruption risk Records,
- (x) Disruption Risk Sites,
- (xi) the Statement of Intent requests for risk management action, and
- (xii) any other management plans and risk records related to potential disruption risk.

17.8.2. No less than 30 days prior to the Restricted Services Commencement Date, the Company shall submit to the Scottish Ministers for consent, a draft

Disruption Risk Management Plan covering the full extent of the O&M Works Site. The Disruption Risk Management Plan shall be developed in accordance with Transport Scotland's *Manual for the Management of the Risk of Unplanned Network Disruption* by utilising all relevant historic data supplied by the Scottish Ministers.

- 17.8.3. The Company shall, at intervals not exceeding 12 months, update the Disruption Risk Management Plan and re-issue it to the Scottish Ministers, or issue a statement that the plan has been reviewed and that no update is required.

## INCIDENT RESPONSE PLAN

### 17.9. General

- 17.9.1. No less than 30 days prior to the Restricted Services Commencement Date, the Company shall submit an Incident Response Plan to the Scottish Ministers for their written consent.

### 17.10. Scope of the Incident Response Plan

- 17.10.1. The Company's Incident Response Plan shall ensure a prompt and efficient response to Incidents including:

- (i) road traffic collisions,
- (ii) vehicle breakdown,
- (iii) deposit and spillage of debris, waste or animal carcasses,
- (iv) damaged infrastructure within the O&M Works Site,
- (v) flooding and scour of roads and Structures,
- (vi) Incidents other than vehicle damage that put Structures at risk,
- (vii) spillage of fuels, chemicals, noxious substances, body fluids and other sensitive material,
- (viii) landslips and rock falls,
- (ix) subsidence,
- (x) damaged electrical apparatus including where live elements may be exposed,
- (xi) Severe Weather events affecting any part of the O&M Works Site excluding the clearance of ice and snow in accordance with the Winter Service Plan, and
- (xii) any other circumstances involving an Incident.

- 17.10.2. The Company's Incident Response Plan shall demonstrate the adequacy and availability of its Incident Response resources and arrangements to implement all necessary Incident Response Operations and meet the response times referred to in the Specification.

- 17.10.3. The Incident Response Plan shall include the:

- (i) management arrangements including the named resources of the Company and other relevant organisations,
- (ii) management arrangements to ensure the provision of out of hours Incident Response as referred in the Specification,

- (iii) management communication and instruction arrangements to provide the response referred to in this Section,
- (iv) arrangements for notifying the Emergency Services of the contact details for the Incident Liaison Officer,
- (v) arrangements with Scottish Minister's Trunk Road South East and South West Units including DBFOs for the use of additional Incident Response Resources in exceptional circumstances,
- (vi) communication methods including a dedicated direct telephone number available to the Emergency Services to contact the Company and the Company's method of informing the Emergency Services of the direct telephone number and any changes to it,
- (vii) communication resilience arrangements for ensuring availability of communications in the event of failure of electricity supplies, mobile telephone services and landline telephone services, radio communication services or any other service on which the Incident Response Operations depend,
- (viii) communication between Company vehicles, offices, depots, sites of Incidents, Emergency Services and other Operational Partners,
- (ix) availability of the Company and other resources and their locations, supply chain management arrangements, emergency contact details and mobilisation arrangements for labour, plant and materials to implement all potential Incident Response Operations,
- (x) management arrangements for Incidents other than vehicle damage that put Structures at risk,
- (xi) arrangements for the provision of Mutual Aid,
- (xii) management arrangements for the availability of the Incident Liaison Officer both during and outwith Normal Working Hours,
- (xiii) arrangements for post Incident debriefing and reporting to the Scottish Ministers of Critical or Major Incidents, Incidents involving spillage or deposit of hazardous or sensitive materials, Incidents involving Structures and any Incident where the requirements of this Contract have not been met,
- (xiv) arrangements for liaison with all appropriate organisations referred to in this Schedule,
- (xv) arrangements for coordination with other Incident responders referred to in this Schedule,
- (xvi) arrangements for dealing with spillage and deposit of hazardous or sensitive material referred to in this Schedule,
- (xvii) arrangements for dealing with Structures including unsafe or potentially unsafe Structures referred to in this Schedule,
- (xviii) the management process for obtaining specialist advice to determine the safety and stability of damaged or at risk Structures and the Design for temporary works, remedial and strengthening measures for Structures, and

17.11. Liaison Arrangements

17.11.1. In developing its Incident Response Plan, the Company shall:



- (i) identify all relevant Operational Partners that have involvement in dealing with an Incident,
- (ii) agree the communication arrangements between itself and the relevant Operational Partners in the event of an Incident, and
- (iii) ensure mutual understanding of the roles and responsibilities of the Company and the relevant Operational Partners in the event of an Incident.

Details of all relevant Operational Partners, the agreed communication arrangements and the roles and responsibilities for dealing with Incidents shall be incorporated within the Incident Response Plan.

17.11.2. The Company shall maintain close working relationships with all relevant Operational Partners through regular meetings to review and update the communication arrangements and enable the integration of communication systems and technology.

17.11.3. The Emergency Services, in conjunction with local authorities and central government departments, undertake regular contingency planning and Incident planning meetings and conduct contingency and Incident exercises. The Company shall participate in all meetings and exercises to which it is invited by such parties, including meetings of all local contingency planning forums whose areas cover any part of the O&M Works Site.

17.12. Coordination with other Incident Responders

17.12.1. The Company shall ensure all Emergency Services, Statutory Authorities, and other appropriate Operational Partners are advised of its arrangements for initiating Incident Response Operations.

17.12.2. The Company shall provide all relevant Operational Partners with one Electronic Copy and one controlled paper copy of its current Incident Response Plan.

17.13. Review of the Incident Response Plan

17.13.1. The Company shall keep the Incident Response Plan under continuous review and at intervals of no more than three months:

- (i) update and re-issue such plan to the Scottish Ministers for consent, or
- (ii) issue a statement to the Scottish Ministers declaring that the plan has been reviewed and that no update is required.

17.13.2. The continuous review shall include the adequacy and availability of the Incident Response Resources to implement all necessary Incident Response Operations, and where required, proposed changes to the arrangements identified through Incident de-briefings. The Company's review procedures shall also ensure the accuracy of contact details is maintained.

17.13.3. Notwithstanding the requirements above, the Incident Response Plan shall be re-issued to the Scottish Ministers no later than 10 Working Days prior to the end of each Annual Period.

17.14. Amendments to Incident Response Plan

17.14.1. The Company shall not make amendments to the arrangements set out in the Incident Response Plan without the prior written consent of the Scottish Ministers, with the exception of changes to contact details.

- 17.14.2. When consented to by the Scottish Ministers, the Company shall immediately notify any amendments to the Incident Response Plan to all holders of controlled copies of the plan and shall provide a controlled copy of the change within one Working Day.
- 17.15. Incident Response Resource Classification
- 17.15.1. Incident Response Resources shall be classified as initial, secondary or back-up Incident Response Resources.
- 17.15.2. The Company shall ensure that:
- (i) initial and secondary Incident Response Resources are available both during and outwith Normal Working Hours to comply with the response times for attendance at an Incident as stated in the Specification of this Schedule 4,
  - (ii) arrangements are established such that the Company can deliver the back-up Incident Response Resources to the site of the Incident as soon as possible and no later than 24 hours from the time when the need for the back-up Incident Response Resources has been identified.
- 17.15.3. The Incident Response Resources identified in the Specification of this Schedule 4 are the minimum provision and shall not be construed as being all the resources required by the Company to fulfil its obligations for Incident Response Operations.
- 17.16. The Incident Liaison Officer
- 17.16.1. The Company shall appoint suitably qualified personnel to undertake the role of Incident Liaison Officer. No later than 30 days prior to the Restricted Services Commencement Date, the Company shall notify in writing to the Scottish Ministers the names, contact information and back up mobile telephone contact numbers for all Incident Liaison Officers. The Company shall include details of the cover arrangements during periods of absence or unavailability.
- 17.16.2. The Incident Liaison Officer shall be responsible for the management and delivery of the Company's Incident Response duties and shall have the information and the authority to provide an effective response appropriate to any Incident. The Incident Liaison Officer shall be available both during and outwith Normal Working Hours and be based within the Company's office(s).
- 17.16.3. The Incident Liaison Officer shall act as the first point of contact within the Company's organisation for all Incidents on or near the O&M Works Site. When requested by the Scottish Ministers, the Incident Liaison Officer shall undertake duties from the Traffic Scotland Control Centre.
- 17.16.4. The Incident Liaison Officer shall be available to receive notification of an Incident from:
- (i) the Traffic Customer Care Line Operator,
  - (ii) the Emergency Services,
  - (iii) the Traffic Scotland Service Provider,
  - (iv) local authorities,
  - (v) the public,
  - (vi) Scottish Minister's Trunk Road South East and South West Units including DBFOs,

- (vii) the Company's personnel, and
- (viii) any other sources.

17.16.5. The duties of the Incident Liaison Officer include:

- (i) notifying the Emergency Services, the Traffic Scotland Service Provider and the Scottish Ministers of Incidents in accordance with the requirements specified in Appendix O to this Schedule 4 Part 1,
- (ii) mobilising the initial Incident Response Resources,
- (iii) managing and coordinating the execution of Incident Response Operations,
- (iv) managing the Trunk Road Incident Support Service to meet the requirements of this Part,
- (v) maintaining contact with and keeping informed the Emergency Services, the Traffic Scotland Service Provider, local authorities and other affected parties as necessary during the Incident,
- (vi) when necessary, providing the required support to the Emergency Services,
- (vii) determining the need for secondary and back-up Incident Response and mobilising where necessary,
- (viii) the provision of Mutual Aid,
- (ix) determining the need for obtaining specialist advice from the Structures Engineer and making contact as appropriate,
- (x) ensuring all Standard Incident Diversion Routes supplied by the Scottish Ministers are reviewed prior to the Restricted Services Commencement Date,
- (xi) the review and update of existing Standard Incident Diversion Routes in full consultation with relevant Operational Partners,
- (xii) developing new Standard Incident Diversion Routes in accordance with Transport Scotland's '*Development Procedures for Operating Companies*',
- (xiii) making an initial assessment as to whether the Incident is already, or has the potential to escalate to, a Critical or Major Incident, and
- (xiv) preparing Incident reports for submission to the Scottish Ministers in accordance with requirements of paragraph 10 of this Part.

17.16.6. The Company shall provide all necessary resources needed by the Incident Liaison Officer to coordinate, mobilise, deploy and supervise Incident Response Resources and Operations in response to an Incident.

17.17. Arrangements for Full-Time Cover

17.17.1. Incident Response cover shall be available both during and outwith Normal Working Hours from the Restricted Services Commencement Date to the Contract Expiry Date.

17.17.2. The Company shall prepare rotas of trained operatives able to attend Incidents and implement appropriate measures or actions. The Company shall prepare such rotas at least 30 days prior to the Commencement of Service Date and thereafter at least 10 Working Days prior to 1 April and 1 October in each Annual Period. The rotas shall detail the availability of the Incident

Liaison Officers and Incident Response crews for each six month period commencing 1 April and 1 October in each Annual Period. Such rotas shall be issued to the Scottish Ministers and all relevant Operational Partners.

The rotas shall include a list of named Company staff with relevant contact information including line management details. The rotas shall be updated when the staff identified on the rotas cease to be available or when changes are proposed by the Company. The Scottish Ministers and all relevant Operational Partners shall be notified immediately of any changes to issued rotas.

17.17.3. The Company shall train and supervise all personnel who may be involved in any aspect of Incident Response to ensure they are familiar with the types of Incident that may occur, including any special procedures to be followed outwith Normal Working Hours.

17.18. Contact Arrangements

17.18.1. The Company's Incident Response Resources shall be contactable both during and outwith Normal Working Hours throughout the duration of each Annual Period.

17.19. Resource Mobilisation and Deployment

17.19.1. For all Incidents the Incident Liaison Officer shall mobilise and deploy:

- (i) initial Incident Response Resources as soon as possible to meet the response times stated in the Specification of this Schedule 4,
- (ii) secondary Incident Response Resources as soon as possible to meet the response times stated in the Specification of this Schedule 4 whenever the need for them is identified, and
- (iii) back-up Incident Response Resources as soon as possible and no later than 24 hours from when the need for them is identified.

17.20. Offices and Depots

17.20.1. The Company shall make available offices and depots as stated in the Specification Schedule 4 to provide support for the provision of the Incident Response Operations.

17.21. The Company's Incident Communications

17.21.1. The Company shall ensure that adequate communication is maintained with other Operational Partners at all times.

17.21.2. Within 10 minutes of receipt of information relating to an Incident, the Company shall disseminate such information to relevant Operational Partners.

## INCIDENT RESPONSE OPERATIONS

17.22. Not Used.

17.23. Scope of Incident Response Operations

17.23.1. Incident Response Operations include:

- (i) providing assistance to the Emergency Services,
- (ii) traffic management for hard shoulder closures, lane closures, road closures and other closures instructed within the carriageway,

- (iii) arranging for and implementing traffic diversions including those necessary for carriageways, footways, cycleways and 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 is not 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 and disposal of general debris, animal carcasses and other obstructions in the road,
- (ix) containment, removal and disposal of debris and waste including chemicals, noxious substances, body fluids and other hazardous and sensitive material,
- (x) repairing and replacing any part of the Trunk Road infrastructure where necessary or where otherwise determined by the Scottish Ministers for a particular Incident as part of the Incident Response Operations,
- (xi) alleviating and averting flooding,
- (xii) checking and making safe any electrical apparatus involved in an Incident,
- (xiii) where required, the initial assessment of a Structure involved in an Incident to determine its continued safe use,
- (xiv) lifting and propping bridges, other Structures and other parts of the Trunk Road infrastructure,
- (xv) over-spanning bridge decks, supports at bridges and other Structures that are unsafe due to failure or are damaged due to any cause and, where possible, enabling such bridges and Structures to remain in service,
- (xvi) removal and disposal of debris arising from landslips and rock falls,
- (xvii) dealing with subsidence,
- (xviii) dealing with Severe Weather events,
- (xix) the provision of Mutual Aid, and
- (xx) providing regular Incident status updates to relevant Operational Partners.

17.24. Standard Incident Diversion Routes

17.24.1. The Company shall execute the management and implementation of all existing Standard Incident Diversion Routes and related Incident Response Operations.

17.24.2. The Company shall ensure that signing on all Standard Incident Diversion Routes is installed to current standards and is maintained as required throughout the period of the Incident. At the conclusion of the Incident, all such signing shall be immediately removed and returned to storage.

- 17.24.3. The Company shall review a Standard Incident Diversion Route to identify changes or potential improvements. This review shall be undertaken in full consultation with relevant Operational Partners.
- 17.24.4. Where the Company undertakes a review of any Standard Incident Diversion Route to identify changes or potential improvements, it shall:
- (i) produce revised documentation in both hard copy and electronic format,
  - (ii) maintain Records of amendments and distribution, and
  - (iii) submit final documentation to the Scottish Ministers for approval and distribution via the Traffic Scotland Service Provider.

#### PARTICULAR REQUIREMENTS IN RESPECT OF SPILLAGE AND DEPOSIT OF HAZARDOUS OR SENSITIVE MATERIAL

- 17.25 The following allocation of responsibilities applies to all Incidents involving the spillage or deposit of hazardous or sensitive material:
- (i) the Emergency Services have the primary responsibility for establishing a safe situation at an Incident site involving the deposit of hazardous or sensitive materials,
  - (ii) the Emergency Services shall have primary responsibility for co-ordinating the removal of body parts,
  - (iii) the Emergency Services will have the primary responsibility for identification of chemicals, noxious substances and other hazardous or sensitive material to ensure the safety of the public and the personnel dealing with the Incident. If the Emergency Services consider the Incident site to be low risk due to the nature, quantity and location of such spillages or deposits, the Company shall undertake the identification and safe removal of any chemicals, noxious substances and other hazardous or sensitive material under the supervision of the Emergency Services including any body fluids not removed by the Emergency Services,
  - (iv) the Company shall not enter an area containing chemicals, noxious substances, body fluids, body parts and other hazardous or sensitive material until such time as the Emergency Services have confirmed that they require assistance and that it is safe to do so,
  - (v) the Company shall deploy suitably trained resources to deal with spillages or deposit of chemicals, noxious substances, body fluids or other hazardous or sensitive materials within the O&M Works Site,
  - (vi) the Company's Incident Response Resources shall include facilities for the identification, management, removal and disposal of chemicals, noxious substances, body fluids and other hazardous and sensitive material,
  - (vii) the Company shall liaise as necessary with the Scottish Environmental Protection Agency to ensure that identification, management, removal and disposal of waste materials is undertaken in accordance with current best practice guidance to minimise risk to the environment, and

- (viii) the Company shall ensure pollution control measures in accordance with *Pollution Prevention Guideline 22* issued by the Scottish Environmental Protection Agency are available for use.

## PARTICULAR REQUIREMENTS IN RESPECT OF STRUCTURES

### 17.26 General

- 17.26.1 For any Incident affecting Structures outwith the responsibility of the Scottish Ministers, the Company shall liaise with, and where requested by the Scottish Ministers provide support to, relevant Operational Partners.
- 17.26.2 The Company's Incident Response Operations relating to Incidents involving Structures shall, in accordance with the Specification, include:
- (i) temporary props,
  - (ii) supports,
  - (iii) barriers,
  - (iv) diversion signs,
  - (v) trench crossing units, and
  - (vi) steel plates.
- 17.26.3 The Company shall liaise with the Traffic Scotland Service Provider, Transport Scotland and the Performance Audit Group as detailed in Appendix O of this Part.
- 17.26.4 The Company shall have access to secondary and back-up Incident Response Resources for temporary bridging, temporary bridge propping, heavy craneage, temporary barriers, demolition, access platforms and diving.
- 17.26.5 Following the provision of initial Incident Response Resources, the Company shall provide secondary and back-up Incident Response Resources in respect of Structures to:
- (i) assess the safety and stability of a damaged Structure,
  - (ii) assess whether its use or stability is put at risk and if the safety of the public is endangered,
  - (iii) arrange and implement footway and cycleway diversions,
  - (iv) make safe damaged parapets and barriers,
  - (v) clear detached non structural elements where there is a risk of them falling to the carriageway or navigable watercourse below,
  - (vi) install traffic barriers to prevent vehicular access to and across Structures following a Critical or Major Incident that renders the Structure potentially unsafe,
  - (vii) make safe electrical supplies to Structures including damaged signs, gantries, high mast lights and other Structures,

- (viii) fence to prevent public access to damaged Structures,
- (ix) fence damaged parapets and walls,
- (x) install temporary barriers to achieve the appropriate containment following damage to parapets and safety fence,
- (xi) provide special access to investigate damaged or unsafe Structures,
- (xii) implement weight or traffic restrictions to certain vehicle types on Structures,
- (xiii) set up signing for short or long term diversion routes, and
- (xiv) alleviate and avert flooding to Structures and take measures to prevent further damage due to scour.

17.26.6 Where Incidents require:

- (i) Design for remedial measures,
- (ii) the assessment of damage, its effect on load carrying capacity and the ability to remain in service, or
- (iii) Design of temporary works for existing Structures,

these Operations shall be the responsibility of the Company in accordance with the Agreement..

## REPORTING OF INCIDENTS

### 17.27 Critical and Major Incidents

17.27.1 The names, contact telephone numbers and e-mail details of the Scottish Ministers' Traffic Scotland Service Provider and Performance Audit Group staff to be contacted will be notified to the Company in writing by the Scottish Ministers prior to the Restricted Services Commencement Date and will include outwith Normal Working Hours telephone numbers where applicable.

17.27.2 On becoming aware of a Critical or Major Incident, the Incident Liaison Officer shall first take such actions as are necessary to arrange the response to such Incident and then immediately contact the Traffic Scotland Service Provider and the appropriate Scottish Ministers' and Performance Audit Group staff as stated in Appendix O of this Part. The Company shall provide sufficient information to enable the Traffic Scotland Service Provider and Scottish Ministers' staff to be able to brief the Scottish Ministers and the media with as full an account of incidents details as quickly as possible and at intervals not exceeding 30 minutes. This full account of events shall as a minimum include vehicles involved, parties injured and their status, when and how many resources will arrive, parties and resources at the incident, Incident Response Operations being undertaken to minimise adverse effects, predicted clearance times and any other information necessary to provide a detailed understanding as to what is happening.

### 17.28 Minor Incidents

17.28.1 On becoming aware of a Minor Incident that has the potential to escalate to a Critical Incident, cause significant delay or cause risk to the public or workers,



the Company shall notify the relevant Operational Partners as stated in Appendix O of this Part. All Incidents shall be reported to the Traffic Scotland Service Provider as soon as the Company is aware that an Incident has occurred and shall provide updates to the Traffic Scotland Service Provider at intervals at no greater than 30 minutes.

#### 17.29 Road Traffic Incidents Involving Fatalities

- 17.29.1 In addition to the reporting requirements stated in Appendix O of this Part for Major and Critical Incidents, where an Incident involves a fatality or fatalities, the Incident Liaison Officer shall immediately notify the staff stated in Appendix Q of this Part, providing brief details of the Incident.
- 17.29.2 Within 24 hours of any fatal Incident, the Company shall submit a detailed report by electronic copy using part 1 of the fatal accident notification form detailed in Appendix Q to the appropriate Scottish Ministers' staff referred to in the Annex.
- 17.29.3 A joint site observation at the location shall be undertaken by the Company, the Scottish Ministers and the Police, within 25 Working Days of the Incident. Within five Working Days of the site visit having been carried out, the Company shall submit a detailed report using part 2 of the fatal accident notification form detailed in Appendix Q to the Scottish Ministers. The report shall include all correspondence relating to the Incident and potential causal factors including the maintenance, historic site data, weather conditions and any other information relevant to the location of the Incident.
- 17.29.4 In the event of a fatal Incident inquiry being held, the Company shall, unless otherwise notified by the Scottish Ministers:
- (i) assist the Scottish Ministers, provide all available information, and
  - (ii) attend the inquiry to be examined on matters of fact.

#### POST INCIDENT BRIEFING

##### 17.30 General

- 17.30.1 No later than 30 days after each Critical or Major Incident, the Company shall:
- (i) review its Disruption Risk Management Plan and propose improvements to the Scottish Ministers,
  - (ii) coordinate debriefing activities with relevant Operational Partners as required, and
  - (iii) coordinate debriefing activities with other adjacent companies and DBFOs as required.
- 17.31.2 No later than 25 Working Days after the commencement of each Annual Period, the Company shall submit an annual report reviewing the impact of Incidents within the O&M Works Site for the previous Annual Period

#### INCIDENT DATA

##### 17.31 General

- 17.31.1 The Incident Liaison Officer shall ensure that all data stated within this Part is collected, maintained and updated at all times.

17.31.2 All data and other relevant information collected by the Company in implementing its:

- (i) Disruption Risk Management Plan,
- (ii) Incident Response Plan,
- (iii) Incident Response Operations,
- (iv) Trunk Road Incident Support Service plan, and
- (v) Incident Support Units plan,

shall be stored within the Scottish Executive Roads Information System database. Where such Records are not captured electronically, the data required shall be manually logged into the Scottish Executive Roads Information System within 24 hours of the data being collected by the Company.

Records not required to be stored in the Scottish Roads Information System shall be retained, including the daily record sheet to be maintained by the Company in the format provided in Appendix P for both Trunk Road Incident Support Service and Incident Support Unit activities.

## 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. For the purposes of the DMRB: HD 19 the "Project Sponsor" shall be construed in the Agreement as meaning the Company.

18.4. For the purposes of the Road Safety Audit procedures the "Director" shall be construed in the Agreement as meaning:

Director of Major Transport Infrastructure Projects  
Transport Scotland  
Buchanan House  
58 Port Dundas Road  
Glasgow  
G4 0HF

or other such person notified in writing by the Scottish Ministers, and accordingly the final decision shall rest with him with respect to issues in any Exception Reports

#### 18.5. Stage 1 Road Safety Audit

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

#### 18.6. Stage 2 Road Safety Audit

- 18.6.1. The Design for the O&M Works shall be subjected to a Stage 2 Road Safety Audit. The Stage 2 Road Safety Audit 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.
- 18.6.2. 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.
- 18.6.3. 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.
- 18.6.4. The Company shall supply the Safety Audit Team with any further information it may request.
- 18.6.5. The Company shall not construct the parts of the Design or Design Element subjected to a Road Safety Audit until the recommendations of the Stage 2 Road Safety Audit report including, where appropriate:
- (i) alternative solutions to the safety issues raised by the Stage 2 Road Safety Audit which have been agreed by the Safety Audit Team; and
  - (ii) any decision of the Scottish Ministers, 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.

#### 18.7. Stage 3 Road Safety Audit

- 18.7.1. The Company shall carry out a Stage 3 Road Safety Audit immediately prior to the Company issuing notice to the Scottish Ministers in connection with any relevant Final Construction Certificate.
- 18.7.2. The Stage 3 Road Safety Audit 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.
- 18.7.3. Notwithstanding the other requirements of this Agreement, a Stage 3 Road Cycle Audit shall be included with the Stage 3 Road Safety Audit as described in paragraph 18.11.4.
- 18.7.4. 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 Unit and South West Unit and adjacent DBFO Companies, as appropriate, and
  - (v) the Designer(s);
- are invited to accompany the Safety Audit Team to offer their specialist views for the Stage 3 Road Safety Audit.
- Notwithstanding any other requirements of the DMRB, any views or observations made at the Stage 3 Road Safety Audit by the Scottish Ministers, the Police and any relevant local authority and any other party with specialist interest shall be recorded in the Stage 3 Road safety Audit.
- 18.7.5. Before issue of any Final Construction Certificate, the Company shall incorporate into the O&M Works, the recommendations of the Stage 3 Road Safety Audit report including, where appropriate:
- (i) alternative solutions to the safety issues raised by the Stage 3 Road Safety Audit which have been agreed by the Safety Audit Team; and
  - (ii) any decision of the Scottish Ministers, as defined in HD19 of the DMRB, with respect to issues detailed in the Exception Report, as defined in HD19 of the DMRB.
- 18.8. Stage 4 and Stage 5 Road Safety Audits (1 and 3 years after Final Construction)
- 18.8.1. A Stage 4 and Stage 5 Road Safety Audit shall be carried out on the O&M Works in accordance with the DMRB.
- 18.8.2. A Stage 4 and Stage 5 Road Safety Audit 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.
- 18.8.3. The Company shall submit the Road Safety Audit Team's report in accordance with the DMRB to the Scottish Ministers not later than 56 days following the end of the first and third years after Final Construction.
- 18.8.4. The Company shall incorporate into the Design and the O&M Works, those recommendations identified for his action in the Stage 4 and Stage 5 Road Safety Audit reports 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 Scottish Ministers, as defined in HD19 of the DMRB, with respect to issues detailed in the Exception Report, as defined in HD19 of the DMRB.
- 18.8.5. Notwithstanding any other requirements of this Agreement, additional Design and works resulting from the recommendations of the Stage 4 and Stage 5 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 shall be carried out by the Company at its own expense.
- All such additional Design and works shall be carried out by the Company at his own expense.
- 18.9. Road Safety Audit For Temporary Traffic Management Schemes (TTMS)
- 18.9.1. Stage 2 and Stage 3 Road Safety Audits shall be carried out on Temporary Traffic Management Schemes that are judged by the Company, following discussions with:
- (i) Glasgow City Council (Contact: [REDACTED], Telephone: 0141 287 9000);
  - (ii) North Lanarkshire Council (Contact: [REDACTED], Telephone: REDACTED} and
  - (iii) South Lanarkshire Council (Contact {REDACTED}, Telephone: 0303 123 1015); 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.
- 18.9.2. Notwithstanding the provisions of this Schedule 4: O&M Works Requirements, the Company shall also undertake audits of TTMS wherever instructed to do so by the Scottish Ministers.
- 18.9.3. 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.
- 18.10. Road Safety Audits Carried Out by Others

- 18.10.1. 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.
- 18.11. Cycle Audit
- 18.11.1. The Company shall carry out Stage 2 and Stage 3 Cycle Audits in compliance with the requirements of *Cycling By Design*, published by Transport Scotland in June 2010.
- 18.11.2. Where the Company proposes any deviation from the requirements of either Schedule 2 and Schedule 4 of this Agreement, the Company shall undertake a Stage 1 Cycle Audit in compliance with the requirements of *Cycling By Design* (Transport Scotland, June 2010).
- 18.11.3. For the avoidance of doubt, the Company shall undertake the Stage 2 Cycle Audit prior to the construction of any cycle facilities and or any affected O&M Works.
- 18.11.4. The Company shall integrate the Stage 3 Cycle Audit with the Stage 3 Road Safety Audit as a supplementary procedure.
- 18.11.5. Cycle Audit Certificates shall be submitted in accordance with the Certification Procedure at Part 6 of this Schedule 4.
- 18.12. Accident Prevention
- 18.12.1. 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 M8, M73 and M74 or Trunk A Roads in respect of the A8 and A725 for the same three years contained within Reported Road Accidents Scotland, a National Statistics publication released annually by Transport Scotland.
- 18.12.2. 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 and Bus Operations.

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. Not Used

## 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 12.1.4 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**

23.1. 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 with the Scottish Ministers under Regulation 25 and Schedule 5 paragraph 5 of *The Town and Country Planning (Development Management Procedure) (Scotland) Regulations 2008* before granting planning permission for a development.

24.1.2. An electronic planning system has been introduced nationally for planning in Scotland with applications being logged via an online portal. Transport Scotland has developed a parallel electronic online system to record, review, respond and monitor all planning applications. This system is referred to as the Development Management System (DeMS).

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 appoint a Planning Application Officer in accordance with the requirements in 24.3.2 below who shall assist the Scottish Ministers in responding to planning authorities on any planning application.

24.3.2. The Planning Application Officer is the Company's main point of contact for all matters relating to planning applications and management of the Development Management System.

(i) **Qualifications and Experience:** It is unlikely that anyone with less than five years' experience relevant to the provision and performance of the role will meet the requirements of the post. The Planning Application Officer will also be required to attend any training organised by Transport Scotland or the Performance Audit Group in relation to the development management function of the Integrated Roads Information System.

(ii) **Key Tasks:**

(a) Liaison with Developers and Transport Scotland in relation to all planning applications and providing advice on the suitability of applications to the Scottish Ministers.

(b) Management and development of the development management function of the Integrated Roads Information System.

(c) Assistance with applications requiring transport appraisal/assessment, local development plans and any appeal process.

(d) Assisting the Scottish Ministers with the preparation and administration of minutes or letters of agreement.



#### 24.4. System for Processing Planning Applications

24.4.1. The Company shall comply with DeMS, or any computerised system subsequently introduced by the Scottish Ministers for equivalent purpose, for the processing of planning applications described in paragraph 24.4.2 of this Part.

24.4.2. The system for the processing of planning applications is:

- (i) DeMS is used to process planning applications. The Company shall use this system to complete its responses online within five Working Days of receipt of all documentation relating to the planning application, for the Scottish Minister's consideration.
- (ii) Planning applications, including details and enclosures (such as plans), are uploaded by the planning authority onto the online planning system on the planning authorities' web pages and an electronic notification is issued to the Scottish Ministers.
- (iii) DeMS will prompt the Company to complete its relevant actions in the required timescale in order to assist in the process of responding to the planning application.
- (iv) The Company shall inform the Scottish Ministers immediately, via email, if the applicant for planning permission has any connection with the Company or any of its members or associates, including:
  - (a) sub-consultants,
  - (b) contractors,
  - (c) sub-contractors, and
  - (d) any parent company or local authority partner of the Company, which might cause a conflict of interest.

The Scottish Ministers shall inform the Company, via email, should they consider it inappropriate for the Company to consider the planning application further. The Scottish Ministers shall then appoint others to deal with such applications.

- (v) The Company shall ensure that the planning authority has provided all the information required to allow the planning application to be properly assessed. Where insufficient information is available to the Company to process the application, the Company will highlight this via DeMS.

DeMS will then generate a request to the planning authority to supply the required information as soon as possible. DeMS will also indicate that all the information is not available to the Company. The time for the Company to make the response shall be extended automatically by DeMS until all the required information is available.

- (vi) DeMS will reference applications geographically in order that they can be displayed on a digital map to which the Scottish Ministers and the Performance Audit Group have access at all times.

Where historical information is available, the Company shall use this information to advise the Scottish Ministers of any previous planning applications in the vicinity of any new planning application. The

Company shall take into account of any advice relating to historical planning applications that is relevant to the vicinity of the new planning application.

Where historical information on planning applications is not held by the Company, the Scottish Ministers shall arrange for any available information to be passed to the Company as an Electronic Copy and the Company shall upload the information to DeMS.

- (vii) The Company shall inspect the Trunk Road in the vicinity of the location relevant to any planning application and consider any potential implications.

The Company shall submit an inspection report, via DeMS, to the Scottish Ministers which shall include relevant details such as:

- (a) visibility,
- (b) traffic flow,
- (c) accident record, as recorded on the Scottish Minister's accident database,
- (d) speed limit, and
- (e) any other relevant considerations.

The Company shall make comments and recommendations on the application to the Scottish Ministers, via DeMS, taking into account all the details available from the inspection and records.

The Company's recommendations to the Scottish Ministers shall adopt, where appropriate, the standard planning consultation responses referred to in Scottish Executive Circular 4/1998 – *The Use of Conditions in Planning Permissions*.

- (viii) The Company shall provide photographs taken in the vicinity of the site of the planning application. The photographs shall be taken in a sufficiently competent manner and be of sufficient scope and quality to assist the Scottish Ministers in coming to a recommendation. Particular attention shall be given to the quality of the photographs provided during the winter months when the daylight hours are restricted.

The Company shall upload the photographs in the correct file size and format specified by DeMS.

#### 24.5. Transportation Assessments

- 24.5.1. The Company shall notify the Scottish Ministers, via DeMS, within one Working Day of receipt of any planning applications which require a transportation appraisal or assessment, as referred to in the Development Planning and Management Transport Appraisal Guidance published by the Scottish Government.
- 24.5.2. The audit of a transportation appraisal or assessment submitted by the developer will usually be carried out by the Development Management Branch of the Trunk Road Network Management Directorate.
- 24.5.3. The Scottish Ministers will manage such planning applications but the Company shall be required to complete the necessary responses and

comments and take the necessary photographs in accordance with paragraph 24.4.2 of this Part.

#### 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.
- 24.6.2. Assistance for these will normally be provided by term consultants directly employed by the Scottish Ministers. However, where assistance is required from the Company, this shall be provided.
- 24.6.3. Similar arrangements shall be followed regarding assistance for consultation on local development plans.

#### 24.7. Pre-Application Advice

- 24.7.1. Pre-applications will be registered on DeMS and when prompted to do so by the Scottish Ministers, the Company shall provide information or advice in relation to them.
- 24.7.2. Where the Company is asked to provide information or advice on pre-applications, the Company's response to the applicant shall be recorded on DeMS. Where site measurements or checks are required in response to a pre-application, the Scottish Ministers shall notify the Company via the Planning Application and Notification System and the Company shall record the relevant measurement or check information.
- 24.7.3. At no time shall the Company confirm that a proposal is acceptable, to an applicant or their agent, although it may acknowledge the suitability or otherwise of any technical standards. Its response to the applicant shall be referred back to the Scottish Ministers via DeMS to be qualified as appropriate.

#### 24.8. Works within the O&M Works Site

- 24.8.1. The Scottish Ministers advice on DeMS allows:
  - (i) for the inclusion of advice that any planning consent does not carry with it the right to carry out works within a Trunk Road, and
  - (ii) that the applicant will consult the Company on terms and conditions under roads legislation, to be agreed between the developer and the Scottish Ministers, before approval is given to the developer to undertake works within a Trunk Road.
- 24.8.2. Whether planning consent is required or not, where a developer requires to execute works in a Trunk Road, the developer is required to liaise with the Company following consultation with the Scottish Ministers, to obtain authorisation for such works before their commencement.
- 24.8.3. Before authorisation is given to a developer to carry out works within a Trunk Road, the Company shall ensure that any plans and detailed proposals of the works have been submitted in sufficient detail for it to satisfy itself that all terms and conditions relating to the design, construction and temporary traffic management of the works and legislative requirements of the Disability Discrimination Act 1995 have been complied with to allow it to authorise such works.
- 24.8.4. The Company shall undertake whatever inspections and site supervision are necessary to ensure that:

- (i) the works do not cause unnecessary inconvenience to all categories of road user, including motorists, pedestrians, cyclists, motorcyclists and equestrians,
  - (ii) the work undertaken meets the required standards of design, construction and temporary traffic management, and
  - (iii) the works are constructed in accordance with the planning consent.
- 24.8.5. The Company shall update the network referencing when appropriate in accordance with the requirements of paragraph 15.5 of this Schedule 4 Part 1.
- 24.8.6. The Company's duties, responsibilities and powers, as referred to in paragraphs 24.8.1 to 24.8.5 inclusive of this Part, are contained in the relevant sections of the *Roads (Scotland) Act 1984* and are Statutory Functions delegated to the Company under this Contract.
- 24.8.7. The Company shall advise the Scottish Ministers, via email, storing any relevant information in DeMS, in the event of any failure by a developer to comply with the terms and conditions imposed in relation to its work as referred to in this Part.
- 24.9. Minute or Letter of Agreement
- 24.9.1. For certain works on a Trunk Road required as a result of a planning application, developers may be required by the Scottish Ministers to enter into a minute or letter of agreement with the Scottish Ministers which specifies conditions relating to approvals and consents for any such work and for adoption of the completed works.
- 24.9.2. Where requested by the Scottish Ministers, the Company shall assist the Scottish Ministers in drawing up and administering such minutes or letters of agreement, including providing technical and programming advice on the proposals.
- 24.10. Trading Within the Trunk Road Boundary
- 24.10.1 During each Annual Period, the Company shall check at intervals not exceeding six months, that anyone trading from a layby on a Trunk Road within the O&M Works Site, or any other location that is within 15 metres of such Trunk Road, has a permit issued by Transport Scotland granting permission to trade at that location, and that they are abiding by all conditions pertaining to that permission.
- 24.10.2 If the Company finds that a person is trading from a Trunk Road lay-by without the permission of Transport Scotland or that the permission letter is not clearly displayed, the Company shall notify the Planning Application Officer immediately. The Planning Application Officer shall inform the Scottish Ministers within five Working Days of such notification and agree actions to be executed by the Company.

## **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. Traffic Scotland Customer Care Line Service:

- 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 Service Provider;
- (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 have 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:

maintenance, renewal and management of assets;

identification and verification of defects; and

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.

30.1.2. Reporting of electrical energy usage shall be provided monthly in a format agreed with the Scottish Ministers.

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

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.
- (l) Percentage dimming if applicable
- (m) CMS compatibility

30.3.3. The electrical energy inventory of un-metered electrical supply equipment shall not include Scottish Ministers' automatic traffic counting equipment and items of Traffic Scotland 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

The 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:

- (i) Third Party Claims Notification (TPCN) forms; including the
- (ii) 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
- (iii) a CRU 1 Form;

Where the above forms in (i), (ii) and (iii) are not relevant to the third party claim, the Company shall put in place such procedures for completion of an alternative relevant form.

31.1.2. The Company shall maintain electronic registers and records of all third party claims in accordance with 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.

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- 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 51 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 51 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 Unit, South West 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. General**

- 32.1.1. The Trunk Road Incident Support Service shall patrol designated strategic routes of the O&M Works Site to detect and respond to Incidents. The Trunk



Road Incident Support Service shall be operationally integrated with the Traffic Scotland Service Provider as stated in this Part.

32.1.2. The Company's Trunk Road Incident Support Service shall be fully operational from the Restricted Services Commencement Date.

32.1.3. The Traffic Scotland Service Provider will coordinate and control the dispatch of the Trunk Road Incident Support Service, including the dispatching of Trunk Road Incident Support Service resources to respond to Incidents and the real time monitoring of the location and deployment status of all Trunk Road Incident Support Service vehicles.

32.1.4. The Company shall ensure that all Trunk Road Incident Support Service personnel comply with the requirements of *Disclosure Scotland* clearance.

32.2. Primary and Secondary Functions of Trunk Road Incident Support Service

32.2.1. The primary functions which shall be undertaken by the Company in delivering the Trunk Road Incident Support Service are:

- (i) responding to notifications of Incidents received from the Traffic Scotland Service Provider and Incidents identified by the Company or Trunk Road Incidents Support Service. The Company shall also respond to Incidents reported by the Police and other Operational Partners after first notifying the Traffic Scotland Service Provider,
- (ii) on occasions as requested by the Scottish Ministers undertake Trunk Road Incident Support Service to support Adjoining Trunk Road Incident Support Service.
- (iii) making Incidents safe through the application of temporary traffic management,
- (iv) relieving congestion and removing hazards by the clearance of debris from traffic lanes and hard shoulders,
- (v) arranging for immediate repairs where the Trunk Road infrastructure is damaged as a result of an Incident,
- (vi) assessing the scene and securing the attendance of additional or specialist resources where the task is beyond the Trunk Road Incident Support team's capabilities,
- (vii) providing a communications link between the site, the Traffic Scotland Service Provider and the Company's Incident Liaison Officer which meets the requirements of the Scottish Ministers,
- (viii) reporting abandoned or broken down vehicles to the Company's Incident Liaison Officer,
- (ix) offering assistance to broken down vehicles, including assisting in removing them to safe locations and offering fuel,
- (x) providing high visibility patrols on the routes,
- (xi) monitoring and reporting unusual or unexpected activity, disruption and or congestion within the O&M Works Site caused by Incidents and special events to the Traffic Scotland Service Provider and the Company's Incident Liaison Officer,
- (xii) providing Incident Response Operations, subject to support being available, to Incidents on the routes,

- (xiii) liaising with the Traffic Scotland Service Provider and Police control rooms. Liaison with the Police control rooms shall be via the Traffic Scotland Service Provider and the Emergency Services at Incidents as required,
- (xiv) participating in and contributing to the Trunk Road Incident Support Service working groups, and
- (xv) Safety Patrols, Safety Inspections and making safe or repairing Category 1 Defects.

32.2.2. The Company shall not utilise Trunk Road Incident Support Service resource for other additional secondary functions without the prior approval of the Scottish Ministers.

32.2.3. Due to the high profile and service oriented nature of the Trunk Road Incident Support Service, Trunk Road Incident Support Service personnel shall not engage in any general duties that may compromise the image of the service.

### 32.3. Hours of Operations

32.3.1. The Trunk Road Incident Support Service resource shall utilise the Trunk Road Incident Support Service vehicles to patrol designated routes systematically in accordance with the provisions of this Schedule, as follows:

- (i) Vehicle 1 – between 06:00 hours and 19:00 hours, seven days a week, and
- (ii) Vehicle 2 – between 06:30 hours and 19:30 hours, seven days a week.

Shift patterns shall allow for handover time between shifts, appropriate time for breaks and appropriate time for administration tasks at either end of the operational day.

The shift patterns shall ensure that at least one vehicle is operational during any change of working shifts.

### 32.4. Geographical Coverage and Response Times

32.4.1. Trunk Road Incident Support Service vehicles shall patrol the designated strategic routes within the O&M Works Site. The response time for each route or part thereof are stated in Part 5 of this Schedule 4.

32.4.2. Where the Trunk Road Incident Support Service patrols are required to cover a secondary route, the response time for such routes shall be as stated in Part 5 of this Schedule.

32.4.3. Where the Trunk Road Incident Support Service patrols are required by the Transport Scotland Service Provider to attend Incidents outwith their designated patrol routes or O&M Works Site in order to provide assistance to the Police and the Scottish Minister's Trunk Road South East and South West Units including DBFOs, the Trunk Road Incident Support Service patrols shall respond in accordance with the requirements of this Part.

The Company shall accommodate Trunk Road Incident Support Service patrols from the Scottish Minister's Trunk Road South East and South West Units including DBFOs. Such circumstances shall be recorded and excluded from the relevant Key Performance Indicators.

32.4.4. Where Trunk Road Incident Support Service patrols are unable to respond to an Incident, both within and outwith the Company's O&M Works Site, the

Company shall immediately notify the Traffic Scotland Service Provider and Scottish Ministers of such circumstances.

### 32.5. Resource Requirements, Competence and Training

32.5.1. Sufficient, suitably qualified and experienced personnel shall be available seven days a week, during the hours of operation, to undertake the Trunk Road Incident Support Service and maintain the high public profile and integrity of this service.

32.5.2. The Trunk Road Incident Support Service personnel shall possess appropriate qualifications in road maintenance and traffic management.

32.5.3. Prior to commencing any Trunk Road Incident Support Service Operations, all Trunk Road Incident Support Service personnel shall be suitably trained in appropriate areas, including:

- (i) driver training,
- (ii) vehicle and equipment checks and vehicle familiarisation,
- (iii) network and route familiarisation,
- (iv) understanding of the all purpose Trunk Road and motorway network,
- (v) roles and responsibilities of the Traffic Scotland Service Provider, Emergency Services, Trunk Road Incident Support Service and Incident Support Units,
- (vi) legal responsibilities and powers,
- (vii) Airwave communication,
- (viii) emergency traffic management,
- (ix) knowledge of hazardous materials,
- (x) scenarios,
- (xi) what to do at road traffic collisions,
- (xii) how to undertake carriageway clearance,
- (xiii) Safety Inspections and Patrols,
- (xiv) scene preservation and Incident management,
- (xv) broken down and abandoned vehicles – vehicle recovery service,
- (xvi) administrative procedures,
- (xvii) preparation of health and safety risk assessments and dynamic risk assessments,
- (xviii) communication skills,
- (xix) first aid, and
- (xx) conflict resolution.

The scope and provision of such training shall be agreed in writing by the Scottish Ministers prior to the commencement of Operations and shall be in line with the standards agreed by the Scottish Ministers.

32.5.4. The Trunk Road Incident Support Service patrol staff shall participate in joint training exercises with relevant Operational Partners.

32.5.5. Trunk Road Incident Support Service personnel shall carry at all times photographic identification cards provided by the Company, the details of

which shall be subject to the written consent of the Scottish Ministers. The cards shall display as a minimum full name, company, position and employee number.

- 32.5.6. Trunk Road Incident Support Service personnel shall be professionally attired including the wearing of appropriately badged, uniform style clothing in accordance with Appendix 1/76 of the Specification which shall be subject to the written consent of the Scottish Ministers.

### 32.6. Vehicles and Equipment

- 32.6.1. The type of vehicles to be provided by the Company and their equipment shall be as stated in Appendix 32/1 of part 5 of this Schedule 4.
- 32.6.2. The response times shall be as stated in Appendix 32/1 of part 5 of this schedule 4.
- 32.6.3. Trunk Road Incident Support Service vehicles shall have a global positioning system that provides the Company's Incident Liaison Officer with a "live" location and identification facility to enable the effective tasking of resources and monitoring of Operations. The Company shall provide the relevant Network Operations provider with a live feed to this data and all necessary supporting information to allow this live feed to be integrated into the Traffic Scotland Service systems.
- 32.6.4. Trunk Road Incident Support Service vehicles shall use the Trunk Road Incident Support Service Type 1 vehicle requirement as detailed in the Specification. Any temporary vehicles engaged for the service shall be clearly identified as such by the use of temporary markings complying with the Type 2 vehicle requirement as detailed in the Specification of this Schedule 4.
- 32.6.5. The Company shall provide a communications link between the Trunk Road Incident Support Service personnel, the Traffic Scotland Service Provider, the Police and the Incident Liaison Officer which provides a swift and reliable means for the notification of Incidents.

### 32.7. Airwave Communications

- 32.7.1. The Trunk Road Incident Support Service shall use an encrypted digital radio communications system known as Airwave. The Company shall utilise this equipment as a dedicated communication system between Trunk Road Incident Support Service personnel, the Traffic Scotland Control Centre, the Incident Liaison Officer and the Police.
- 32.7.2. In order to carry out the services required, the Company shall be required to apply for, acquire and operate a TETRA Encryption Algorithm 2 sub-user licence for use with this communication system. The Company shall be solely responsible for the procurement of, and conforming to any conditions of, this licence.
- 32.7.3. The Company shall comply with the various codes of practice that apply to this licence. These codes, guidance on the Airwave sharers list and TETRA Encryption Algorithm 2 licensing are available from the Ofcom website at <http://licensing.ofcom.org.uk/radiocommunication-licences/business-radio/guidance-for-licensees/airwave-emergency-services/airwave/>
- 32.7.4. The Company shall develop an approved code of practice for Airwave in compliance with *Traffic Scotland Airwave Users Guide/Operating Protocols and Procedures*.
- 32.7.5. The Company shall indemnify the Scottish Ministers against any claims arising as a result of negligence or any other action on its part, relating to the use,

storage and compliance of Airwave equipment and the Company's TETRA Encryption Algorithm 2 licence.

### 32.8. The Trunk Road Incident Support Service Plan

32.8.1. The Company shall prepare and submit a Trunk Road Incident Support Service plan to the Scottish Ministers as part of the Incident Response Plan.

The Company's procedures and method statements contained within its Management System shall cover:

- (i) traffic management,
- (ii) traffic delay monitoring and reduction,
- (iii) assistance in the removal of vehicles and provision of fuel for stranded vehicles,
- (iv) repair of Defects, and
- (v) removal of objects and debris causing a hazard.

32.8.2. The Trunk Road Incident Support Service plan shall be separate from, but suitably integrated with, the Incident Response Plan and be cross referenced where required with the procedures contained in the Incident Response Plan. The plan shall include the following headings:

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

The Company shall continuously review its Trunk Road Incident Support Service plan and at intervals not exceeding three months, shall submit the plan to the Scottish Ministers for written consent.

### 32.9. Communication with the Traffic Scotland Control Centre

32.9.1. On reaching the scene of an Incident, the Trunk Road Incident Support Service patrol shall report the time of arrival, the nature of Incident and its estimated duration to the Traffic Scotland Control Centre and Incident Liaison Officer.

32.9.2. Once the Incident is cleared, the patrol shall report the time of departure off-task and confirm the nature of the Incident to the Traffic Scotland Control Centre and Incident Liaison Officer.

32.9.3. If the Incident is expected to last more than 30 minutes, the patrol shall provide regular updates to the Traffic Scotland Control Centre, the relevant Police control rooms and Incident Liaison Officer. Such information shall be supplied within 10 minutes of receipt of information.

## INCIDENT SUPPORT UNITS

### 32.10. General

32.10.1 Incident Support Units shall provide the Incident Response service within the O&M Works Site. When required, the Incident Support Unit shall provide an

Incident Response service on those routes patrolled by the Trunk Road Incident Support Service.

32.10.2 The Incident Support Units shall be managed and operated by the Company to provide Incident Response Operations:

- (a) on all sections within the O&M Works Site out with the designated routes of the Trunk Road Incident Support Service,
- (b) on all Trunk Road Incident Support Service routes out with the hours stated in paragraph 32.3.1 of this Part, and
- (c) on all Trunk Road Incident Support Service Routes during its normal operational hours when required.

32.11 Primary and Secondary Functions of the Incident Support Units

32.11.1 The primary functions of Incident Support Units are:

- (i) under Police instruction, making Incidents safe through the application of temporary traffic management,
- (ii) relieving congestion and removing hazards to safety by clearance of debris from traffic lanes and hard shoulders,
- (iii) where Trunk Road infrastructure is damaged as a result of an Incident, undertaking immediate repairs in accordance with the requirements of Schedule 4 Part 1,
- (iv) assessing the scene and securing the attendance of additional or specialist resources where the task is beyond the Incident support team's capabilities,
- (v) providing a communications link between the Incident site and the Company's Incident Liaison Officer,
- (vi) reporting abandoned or broken down vehicles to the Company's Incident Liaison Officer,
- (vii) offering assistance to broken down vehicles including assisting in removing broken down vehicles to safe locations and offering fuel, and
- (viii) liaising with the Company's Incident Liaison Officer and with Police control rooms and the Traffic Scotland Service Provider and individual Police officers at Incidents as required.

32.11.2 Subject to there being no impact on the provision of the primary functions, the Incident Support Units may undertake secondary functions as part of the Company's operations including:

- (i) Safety Patrols and Safety Inspections,
- (ii) maintenance Operations such as cleaning signs, drainage clearance and litter picking, and
- (iii) making safe or repairing Category 1 Defects

in accordance with the requirements of Schedule 4 Part 1.

32.11.3 When the Company's Incident Support Units are required to attend Incidents outwith the O&M Works Site in order to render assistance to the Police, the South East Unit and South West Unit including DBFOs and Trunk Road

Incident Support Service patrols, the Incident Support Units shall respond in accordance with the requirements of this Part.

32.11.4 The Incident Liaison Officer shall keep Records of all occasions where Incident Support Units from the Scottish Minister's Trunk Road South East and South West Units including DBFOs respond to Incidents within the O&M Works Site. Such Incidents shall be excluded from all relevant Performance Indicators.

The Incident Liaison Officer shall ensure instances are recorded where Incident Support Units are not able to attend Incidents outwith the O&M Works Site.

32.11.5 Where Incident Support Unit patrols are unable to respond to an Incident, both within and outwith the Company's O&M Works Site, the Company shall immediately notify the Traffic Scotland Service Provider and the Scottish Ministers of such circumstances.

32.12 Resource Requirements, Competence and Training

32.12.1 Sufficient, suitably qualified and experienced personnel shall be available at all times to carry out the Incident Support Units' duties.

32.12.2 The Incident Support Units' personnel shall possess appropriate qualifications in road maintenance and traffic management.

32.12.3 Prior to commencing any Incident Support Unit Operations, the Company shall provide sufficient training for Incident Support Units personnel on its plans and procedures for delivery of the requirements of this Part. Such training shall cover:

- (i) driver training,
- (ii) vehicle and equipment checks and vehicle familiarisation,
- (iii) network familiarisation,
- (iv) understanding of the all purpose Trunk Road and motorway network,
- (v) roles, responsibilities and scope of Incident Support Units service,
- (vi) roles and responsibilities of relevant Operational Partners including the Traffic Scotland Service Provider, Emergency Services, Trunk Road Incident Support Service, including legal responsibilities and powers,
- (vii) Airwave communication,
- (viii) emergency traffic management,
- (ix) hazardous materials training,
- (x) operational response strategies and scenarios,
- (xi) road traffic collisions training,
- (xii) carriageway clearance training,
- (xiii) Safety inspections and Safety Patrols,
- (xiv) scene preservation and incident management,
- (xv) broken down and abandoned vehicles – vehicle recovery service,

- (xvi) administrative procedures,
- (xvii) preparation of health and safety risk assessments and dynamic risk assessments,
- (xviii) communication skills,
- (xix) first aid,
- (xx) conflict resolution, and
- (xxi) general maintenance Operations and procedures.

The scope and provision of such training shall be agreed to in writing by the Scottish Ministers prior to the commencement of Operations and shall be in line with the standards agreed by the Scottish Ministers.

32.12.4 The Incident Support Unit personnel shall participate in joint training exercises with relevant Operational Partners.

32.12.5 Incident Support Unit personnel shall carry at all times photographic identification cards provided by the Company. The cards shall display as a minimum full name, company, position and employee number.

#### 32.13 Vehicles and Equipment

32.13.1 The type of vehicles and the equipment to be provided within them by the Company shall be as stated in the Specification of this Schedule 4.

32.13.2 Incident Support Unit vehicles shall have a global positioning system that provides the Company's Incident Liaison Officer with a "live" location and identification facility to enable the effective tasking of resources and monitoring of Operations. If requested by the Scottish Ministers, the Company shall provide the relevant Network Operations provider with a live feed to this data and all necessary supporting information to allow this live feed to be integrated into the Traffic Scotland Service systems.

32.13.3 Incident Support Unit vehicles shall use the Trunk Road Incident Support Service Type 1 vehicle requirements as detailed in the specification. Any temporary vehicles engaged for the service shall be clearly identified as such by the use of temporary markings complying with the Type 2 vehicle requirements as detailed in the Specification of this Schedule 4.

#### 32.14 Incident Support Units Plan

32.14.1 The Company shall submit to the Scottish Ministers an Incident Support Units plan which shall be part of the Incident Response Plan.

The Company's procedures and method statements contained within its Management System shall cover:

- (i) traffic management,
- (ii) traffic delay monitoring and reduction,
- (iii) assistance in the removal of vehicles and provision of fuel,
- (iv) repair of Defects, and
- (v) removal of objects and debris.



32.14.2 The Incident Support Units plan shall be separate from, but suitably integrated with, the Incident Response Plan and be cross referenced where required with the procedures contained in the Incident Response Plan. The plan shall include the following headings:

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

The Company shall continuously review its Incident Support Units plan and at intervals not exceeding three months, shall submit the plan to the Scottish Ministers for written consent.

32.15 Reporting to the Incident Liaison Officer

32.15.1 On reaching the scene of an Incident, the Incident Support Unit shall report the time of arrival, the nature of Incident and its estimated duration simultaneously to the Incident Liaison Officer and Traffic Scotland Service Provider using Airwave.

32.15.2 Once the Incident is cleared, the incident support unit shall report the time of departure off-task and confirm the nature of the Incident to the Incident Liaison Officer and Traffic Scotland Service Provider.

32.15.3 If the Incident is expected to last more than 30 minutes, the patrol shall provide at no greater than 30 minutes updates to the Incident Liaison Officer and Traffic Scotland Service Provider. Such information shall be supplied to the relevant Operational Partners within 10 minutes of receipt of information.

**Appendix A : Maintenance Scheme Data Collection Form**

**APPENDIX A MAINTENANCE SCHEME DATA COLLECTION FORM**

**Appendix A : Maintenance Scheme Data Collection Form**  
**MAINTENANCE SCHEME DATA COLLECTION FORM**

M8 M73 M74

Date

Motorway Improvements

DBFO Contract

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	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					
Lane km					
Area m <sup>2</sup>					

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**

**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
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\* 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 <b>and</b> 2 clear days notice to Police

**Appendix B : Abnormal Indivisible Load Routeing - 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 <b>and</b> 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 routeing 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 Routeing – Strathclyde Police: Central Road Policing Unit  
Notification to Hauliers**

**APPENDIX C ABNORMAL INDIVISIBLE LOAD ROUTEING**

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

Appendix C : Abnormal Indivisible Load Routeing – Strathclyde Police: Central Road Policing Unit  
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.

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



**Appendix C : Abnormal Indivisible Load Routeing – Strathclyde Police: Central Road Policing Unit Notification to Hauliers**

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.

**Strathclyde Police**

**Central Road Policing Unit (CRPU)**

**433 Helen Street  
Glasgow  
G51 3HH**

**Tel: 0141 532 6400**

**Appendix D : Planning Applications - Typical Planning Application Consultation Responses**

**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.

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**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

#### **Appendix D : Planning Applications - Typical Planning Application Consultation Responses**

ruling and its implications for a less restrictive view in the use of negative conditions.

#### 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

#### **Appendix D : Planning Applications - Typical Planning Application Consultation Responses**

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).

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.
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**Appendix D : Planning Applications - Typical Planning Application Consultation Responses**

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;

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

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**Appendix D : Planning Applications - Typical Planning Application Consultation Responses**

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 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].



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**Appendix D : Planning Applications - Typical Planning Application Consultation Responses**

- 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
- 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.

**Appendix D : Planning Applications - Typical Planning Application Consultation Responses**

- 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.
- 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.

**Appendix D : Planning Applications - Typical Planning Application Consultation Responses**

- 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 : 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**

	Name and Address of Planning Authority	Name of Company
To: (Insert name and address of the appropriate Roads Authority)		
	Planning Authority Reference	Copy of this Form sent to Company (date)

**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	
4.	Name and address of agent:- (if applicable)	
5.	Location of site (see footnote):- (including name/number of Road)	
5a.	O.S. Grid Reference (12 digits):- (Point of access to Road or nearest point to road)	

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 :-
<b>ROADS AUTHORITY USE ONLY</b>		
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)
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REASON for the advice at 2, or 3:-

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

<u>Requirements on Application</u>		<u>YES</u>	<u>NO</u>	<u>N/A</u>
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)			

<u>Application Parameters</u>		<u>Details</u>	<u>Attached</u>
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 : 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 1983<sup>1</sup> 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 1984<sup>2</sup> 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);

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<sup>1</sup> 1983 c.35.

<sup>2</sup> 1984 c.54.

**Appendix G : Delegated Statutory Functions**

- (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);
- (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).

**Appendix G : Delegated Statutory Functions**

- 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);
  - (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).

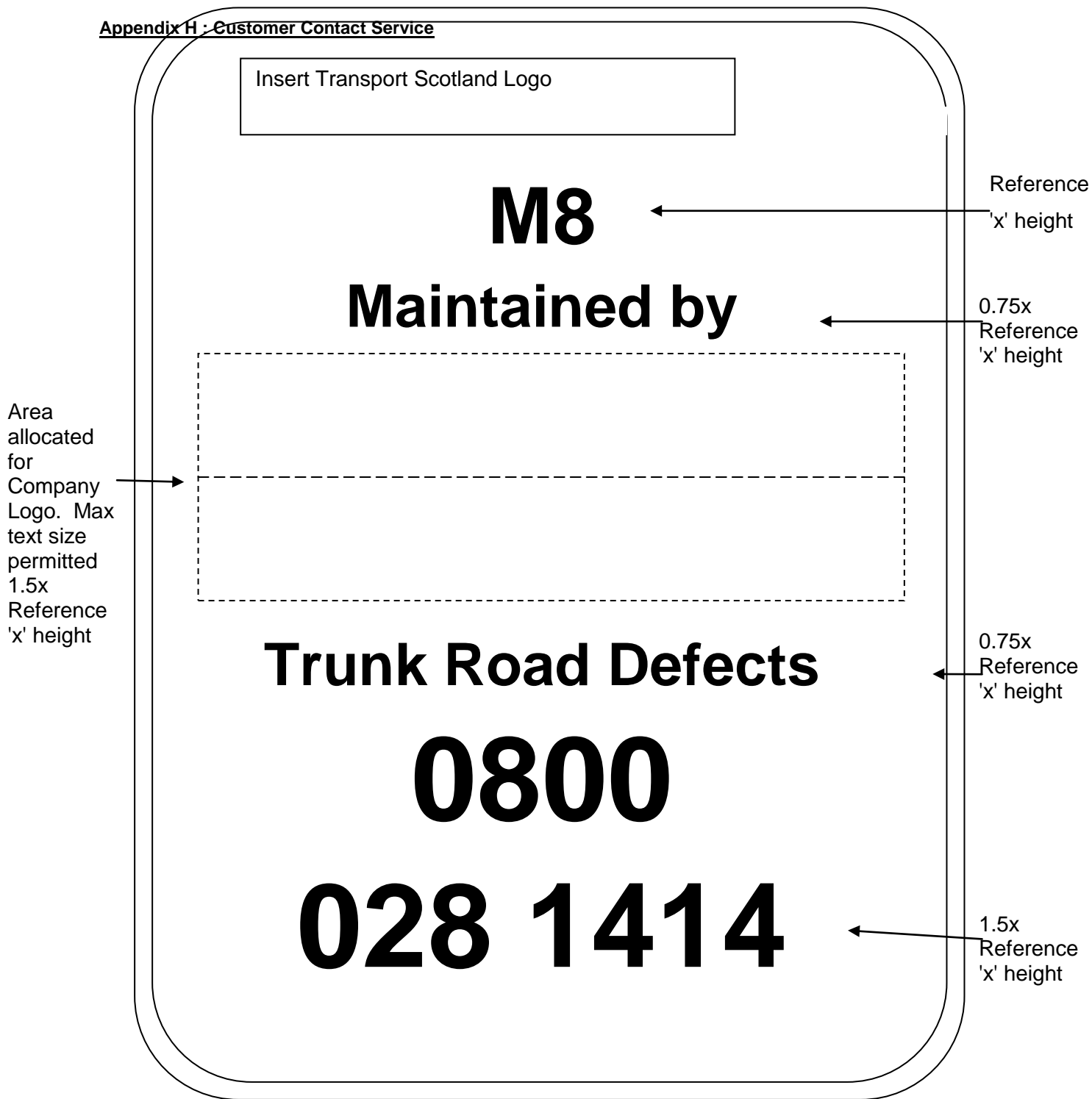


**Appendix H : Customer Contact Service**

**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 I NOT USED**

**Appendix J : New Roads and Street Works Act 1991**

**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 30 days prior to the Restricted 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 30 days prior to the Restricted 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 Units and attend any meetings in relation to Undertakers works which shall be due to continue into or commence during the Restricted Services 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 Unit and the South West Unit for the roads in the O&M Works Site not later than 15 days prior to the Restricted 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 Restricted Services 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.

1.1.6. During the period between the Effective Date and the Restricted Services Commencement Date the Company shall liaise with the Scottish Ministers, and the South East Unit and the South West Unit to promote all work Notices associated with the New Works and secure road space booking.

## Appendix J : New Roads and Street Works Act 1991

### **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 Restricted Services 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 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 Restricted Services 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.

**Appendix J : New Roads and Street Works Act 1991**

**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;

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 7 days prior to the Restricted 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 Units who will have been responsible for the existing roads of the trunk road network on the O&M Works Site.

4.1.2. 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:

- (i) 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;
- (ii) a further inspection within 28 days of the date on which the excavation commenced; and
- (iii) investigatory works, including coring when relevant, of reinstatements where any Defects are observed.

4.1.3. 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.

4.1.4. 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.

4.1.5. 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

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**Appendix J : New Roads and Street Works Act 1991**

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.

4.1.6. 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.

4.1.7. Where Defects in reinstatements carried out by Undertakers shall be identified by inspections and investigatory works the Company shall pursue the relevant 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.

4.1.8. The Company shall provide the Scottish Ministers with a report every 3 months commencing 3 months after the Restricted 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:

progress shall not be in accordance with the programme; or

work shall not be being carried out in accordance with the designs and specifications consented to by the Company or the Scottish Ministers.



**Appendix J : New Roads and Street Works Act 1991**

- (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 Restricted Services Commencement Date the Company shall liaise with the previous South East Unit and the South West 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 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.

**Appendix J : New Roads and Street Works Act 1991**

**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 Restricted 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;
- (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 J : New Roads and Street Works Act 1991**

**8. Enforcement**

- 8.1.1. The Company shall monitor the Scottish Roadworks Register for potential fixed penalty notices.
- 8.1.2. The Company shall, on a set of dates to be confirmed in writing with the Scottish Ministers, on a monthly basis:
- (i) discuss potential fixed penalty notices with the Scottish Ministers,
  - (ii) provide the necessary background,
  - (iii) make recommendations to the Scottish Ministers for their issue or retention,
  - (iv) on receipt of consent from the Scottish Ministers to the recommendations, notify the relevant party of the intention to pursue a fixed penalty notice and manage the process up to the point of issuing the penalty, and
  - (v) make recommendations to the Scottish Ministers for the final fixed penalty issue or retention.
- 8.1.3. The Company shall provide support to the Scottish Ministers at any hearings held in connection with disputed notices.
- 8.1.4. The Company shall also create potential fixed penalties, where appropriate, for notices which have not been identified automatically by the Scottish Roadworks Register.

The issuing of fixed penalty notices shall be undertaken by the Scottish Ministers.

**Appendix K : Signing**

**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 identified in Transport Scotland's *Trunk Road and Motorway Tourist Signposting Policy and Guidance* and associated documentation, including but not limited, to:

- (i) acting as Home Traffic Authority (as defined in Transport Scotland's *Trunk Road and Motorway Tourist Signposting Policy and Guidance*) where access is direct from a Trunk Road,
- (ii) providing full advice on each application under the following headings:
  - (a) road safety aspects of proposed signing,
  - (b) whether it is practical for additional tourist signing to be provided,
  - (c) sign clutter and environmental impact of proposed signing,
  - (d) size of lettering on the signs and acceptable legend,
  - (e) number and location of signs,
  - (f) integration with the local authority's tourist signposting policy,
  - (g) continuity signing on the local road network,
  - (h) inspection of the tourist operator's credentials in respect of tourist signing applications,
  - (i) confirmation that the tourist operator has accreditation from VisitScotland,
  - (j) inspection of and recording of tourist operator's credentials, and
  - (k) other advice as necessary,
- (iii) considering the relevant local authority's tourist signposting policy when making recommendations to the Scottish Ministers on applications,
- (iv) advising VisitScotland of tourist operators which are given tourist signs (brown or otherwise),
- (v) advising the Scottish Ministers when tourist signs are at the end of their serviceable life and identifying their locations,
- (vi) when notified by VisitScotland, advising the Scottish Ministers of signs which no longer have accreditation from VisitScotland, and
- (vii) the operation of flaps and covers on existing and new signs.

### **Appendix K : Signing**

- 1.3 The Company shall implement the process for trunk road and motorway tourist signing applications as set out in Transport Scotland's *Trunk Road and Motorway Tourist Signposting Policy and Guidance*.
- 1.4 When responding to applicants the Company shall use the appropriate model letter, together with the relevant schedule, as set out in Transport Scotland's *Trunk Road and Motorway Tourist Signposting Policy and Guidance*.  
  
The Company shall issue to the Scottish Ministers a copy of the signed letter of agreement duly completed by the applicant.
- 1.5 The Company shall ensure the 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.
- 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.

#### **Appendix K : Signing**

- 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.

#### **4. Election Advertisements on the O&M Works Site**

- 4.1 The placing of election advertisements on the O&M Works Site is not permitted. Any registered political party, registered third party or election candidate who approaches the Company seeking authorisation for election advertisements shall be informed of this policy.
- 4.2 Should the Company become aware of any election advertisements placed within the Unit, the Company shall:
  - (i) immediately remove the election advertisements to a suitable storage area provided by the Company for collection by the owner,
  - (ii) notify the owner in writing that the election advertisements have been removed and the location where they can be collected by a prescribed

### **Appendix K : Signing**

date, not less than 10 Working Days from the date of the notification,  
and

- (iii) dispose of any election advertisements not collected by the owner by the prescribed date.

4.3 The Company shall keep Records of all actions related to the requirements of paragraphs 4.1 and 4.2 of this Appendix K.

### **5. Truckstop Signposting**

5.1 The Company shall adhere to the Scottish Minister's policy on Truckstop facilities signposting as contained within Transport Scotland's Signposting of Truckstop Facilities from Motorways and Other Trunk Roads – Policy and Guidance.

5.2 The Company shall follow the evaluation process defined within Part II of Transport Scotland's Signposting of Truckstop Facilities from Motorways and Other Trunk Roads – Policy and Guidance.

5.3 The Company shall liaise with the local road authority and the applicant as necessary for the implementation of approved signing schemes.

5.4 The Company shall provide the Scottish Ministers with the application together with its assessment and report required in accordance with Transport Scotland's Signposting of Truckstop Facilities from Motorways and other Trunk Roads – Policy and Guidance and other associated documentation.

5.5 The Company shall:

5.5.1 consider the relevant local authority's signposting policy when making recommendations to the Scottish Ministers on applications,

5.5.2 advise the Scottish Ministers when Truckstop signs are at the end of their serviceable life and identify their locations, and

5.5.3 consult with the Scottish Ministers and following the receipt of his consent, remove signs which are agreed not to be required due to the Truckstop facility no longer being in operation or as a result of a failure on the part of the Truckstop facility provider to comply with its agreement with Transport Scotland.

5.6 The Company shall ensure the details of each sign and associated road restraint system are identified and recorded in the Integrated Roads Information System.



**Appendix L Third Party Claims**

**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?

**Appendix L Third Party Claims**

	YES _____ No _____
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 at 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**

Postcode

CRU1

**Appendix L Third Party Claims**

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*OFFICE USE*

**Benefit Offices**

Scrutinized by:..

**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

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**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:

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

**Appendix L Third Party Claims**

**(2) DCPCRR**

Fields shall be listed below:

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

**APPENDIX M NOT USED**

**Appendix N TRISS Team Daily Record**

**APPENDIX N TRISS TEAM DAILY RECORD**

**Appendix N TRISS Team Daily Record**

<b>TRISS Team Daily Record</b>
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)

**Appendix O : Incident Response – Notification of Incidents**

**APPENDIX O INCIDENT RESPONSE – NOTIFICATION OF INCIDENTS**



**Appendix O : Incident Response – Notification of Incidents**

**Appendix O – Notification of Incidents**

**Notification of Major, Critical and Minor Incidents**

Time of Day	Who to contact	Major Incident			Critical Incident			Minor Incident		
		By Whom	How	When	By Whom	How	When	By Whom	How	When
Normal Working Hours (Mon 0800 - Fri 1800)	TSOp	TRISS and/or ILO	Telephone*	Immediately	TRISS or ILO	Telephone*	Immediately	TRISS or ILO	Telephone*	Immediately
	TSMO	ILO	Telephone*	Immediately	TRISS or ILO	Telephone*	Immediately			
	D	ILO	Telephone*	Immediately	TRISS or ILO	Telephone*	Immediately			
	NNM	ILO	Telephone*	Immediately	TRISS or ILO	Telephone*	Immediately			
	NM	ILO	Telephone*	Immediately	TRISS or ILO	Telephone*	Immediately			
	CAT1	TRISS or ILO	Telephone*	Immediately	TRISS or ILO	Telephone*	Immediately			
	ANM	ILO	Telephone*	Immediately	TRISS or ILO	Telephone*	Immediately			
	ILO	TRISS and/or ISU	Telephone	Immediately	ISU	Telephone	Immediately	TRISS or ISU	Daily Record Sheet	End of shift
	PAG	ILO	Telephone*	Immediately	TRISS or ILO	Telephone*	Immediately			
Outwith Normal Working Hours	TSOp	TRISS and/or ILO	Telephone*	Immediately	TRISS or ILO	Telephone*	Immediately	TRISS or ILO	Telephone*	Immediately
	TSMO	ILO	Telephone*	Immediately	TRISS or ILO	Telephone*	Immediately			
	D	ILO	Email*	Immediately	ILO	Email* <sup>2</sup>	Immediately			
	NNM	ILO	Email*	Immediately	ILO	Email* <sup>2</sup>	Immediately			
	NM	ILO	Email*	Immediately	ILO	Email* <sup>2</sup>	Immediately			
	CAT1	TRISS or ILO	Telephone*	Immediately	TRISS or ILO	Telephone*	Immediately			
	ANM	ILO	Email*	Immediately	ILO	Email* <sup>2</sup>	Immediately			
	ILO	TRISS and/or ISU	Telephone	Immediately	ISU	Telephone	Immediately	TRISS or ISU	Daily Record Sheet	End of shift
	PAG	ILO	Email*	Immediately	ILO	Email* <sup>2</sup>	Immediately			

Note: In addition to the reporting of Major, Critical and Minor Incidents above, the Company must also follow and implement the guidance provided in Appendix Q in the notification of road traffic Incidents involving fatalities

**Appendix O : Incident Response – Notification of Incidents**

**Type of Service or Role**

TSoP – Traffic Scotland Service Provider

TSMO – Traffic Scotland Media Officer

D – Director/Scottish Ministers

NNM – National Network Manager

NM – Network Manager for the O&M Works Site

ANM – Area Network Manager

ILO – Incident Liaison Officer

PAG – Performance Audit Group field engineer

CAT1 – Category 1 responder in accordance with the Civil Contingencies Act 2004

**Contact Mode**

Telephone\* - TRISS personnel are likely to contact the Police and Traffic Scotland Service Provider via Airwave radio

Email \* - Email immediately and follow up with telephone call not later than 0900 the next day or as soon as they can be contacted

Email\*<sup>2</sup> – Email immediately and follow up with telephone call not later than 0900 the next day

Daily Record Sheet – see Appendix P

**Appendix P : Incident Response – Daily Record Sheet**

**APPENDIX P INCIDENT RESPONSE – DAILY RECORD SHEET**

**Appendix P : Incident Response – Daily Record Sheet**

**Appendix P: Incident Response - Daily Record Sheet**

**Patrol Routes:** .....

**Date:** ..... **Day:** .....

**Operative Names:** .....

**1. No. of Incidents attended (Line out for each attended)**

1	2	3	4	5	6	7	8	9	10	11	12	15	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. Incident Call Outs - Insert Reference Number**

1.	6.
2.	7.
3.	8.
4.	9.
5.	10.

**3. Incident(s) of Note - Insert Reference Number**

1.	2.
3.	4.

**4. Defect Identification - Insert Reference Number**

1.	5.
2.	6.
3.	7.
4.	8.

**Appendix P : Incident Response – Daily Record Sheet**

**5. Roadside Assistance to Public**

Route and Location	Nature	Time Spent ( Minutes)
1.		
2.		
3.		
4.		

**6. Assistance Rendered to Police (other than Incident Call Outs)**

Route and Location	Nature	Time Spent (Minutes)
1.		
2.		
3.		
4.		

**7. Safety Patrol(s)**

Route	Duration	No. of Faults/Issues
1.		
2.		
3.		
4.		

**Appendix P : Incident Response – Daily Record Sheet**

- 8. Updates for the Traffic Scotland Service Provider and other agencies  
(for example - required Lane closures, Severe Weather, excess surface water)**

<b>Time(s)</b>	<b>Route and Location</b>	<b>Nature</b>
1.		
2.		
3.		
4.		

- 9. Any other information not shown previously (continue overleaf if required).**

**Completed Daily Logs shall be forwarded to the Company at the end of each shift.**

Appendix Q : Incident Response – Fatal Accident Notification

**APPENDIX Q INCIDENT RESPONSE – FATAL ACCIDENT NOTIFICATION**

Appendix Q : Incident Response – Fatal Accident Notification

Appendix Q: Incident Response - Fatal Accident Notification



**FATAL ACCIDENT NOTIFICATION (PART 1)**

ACCIDENT REFERENCE

ACCIDENT DETAILS

Locus			
Route No and c/way type		Grid Reference	
Time		Day	Date
Council Area		Police Area	Police Ref No
Weather		Road Condition	
Road Works		Light condition	

DESCRIPTION OF CIRCUMSTANCES

VEHICLE DETAILS

CASUALTY DETAILS

Prepared by:

Date

Sent to:

TS Area Manager

TS Strategic Road Safety Officer



**Appendix Q : Incident Response – Fatal Accident Notification**

\* The Company shall inform Transport Scotland's area manager, network manager, area network manager and strategic road safety officer immediately by email after the Incident and submit this form within 24 hours.

\*\* At an appropriate time after the Incident, ordinarily within 28 days, the Company should arrange a suitable date to visit the site with representatives from Transport Scotland's accident investigation team and the Police to record the nature of the locus and establish whether any further details have come to light. The site visit is intended to ascertain at that time whether an AIP investigation is worthwhile. Following the site visit, Part 2 of this form shall be completed and submitted electronically to Transport Scotland.

**FATAL ACCIDENT NOTIFICATION**

**LOCATION PLAN**



**Appendix Q : Incident Response – Fatal Accident Notification**

**PHOTOGRAPHS**

<p><i>No of photos at Company's discretion</i></p>	
	<p><i>No of photos at Company's discretion</i></p>

**FATAL ACCIDENT NOTIFICATION**

**DETAILS OF EMERGENCY RESPONSE OPERATIONS UNDERTAKEN BY THE COMPANY**

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**Appendix Q : Incident Response – Fatal Accident Notification**

**ADDITIONAL NOTES**

Appendix Q : Incident Response – Fatal Accident Notification



**FATAL ACCIDENT NOTIFICATION (PART 2)**

**JOINT SITE OBSERVATIONS**

ACCIDENT REFERENCE

ACCIDENT DETAILS

<b>Locus</b>			
<b>Route No and c/way type</b>		<b>Grid</b>	
<b>Time</b>		<b>Day</b>	<b>Date</b>
<b>Council</b>		<b>Police Area</b>	<b>Police Ref No</b>
<b>Weather</b>		<b>Road</b>	
<b>Road Works</b>		<b>Light</b>	

**SITE VISIT DETAILS**

<b>Day/Date and time of inspection</b>		
<b>Weather at time of site</b>		<b>Road</b>
<b>Attendees at meeting</b>		

**OVERALL DESCRIPTION OF THE LOCUS AND SITE OBSERVATIONS**

**Appendix Q : Incident Response – Fatal Accident Notification**

<b>C/Way type and width</b>		<b>Road Surface</b>	
<b>Speed Limit</b>		<b>Road Studs</b>	
<b>Is kerbing present?</b>		<b>Drainage type</b>	
<b>Is footway present?</b>		<b>Verge width</b>	
<b>Carriageway markings</b>		<b>Street Lighting</b>	
<b>Road signs or safety barrier present</b>		<b>Other street furniture</b>	
<b>Pedestrian Crossing</b>		<b>Vehicle hit object off c/way</b>	

**3 YEAR ACCIDENT HISTORY (IF APPLICABLE)**

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**FATAL ACCIDENT REPORT FORM SUPPLEMENTARY PHOTOGRAPHS**

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**Appendix Q : Incident Response – Fatal Accident Notification**

**SUMMARY**

As a result of discussions and information gathered from the site visit as well as consideration given to the concentration and level of accidents throughout the network it is suggested that:

Tick as appropriate

- a) An accident investigation report is undertaken as part of the current year's programme.
- b) An accident investigation study is not required at this time.
- c) A copy of the Police fatal accident report is obtained when it becomes available.

Prepared by:  Date

Sent to:  TS Area Manager  
 TS Strategic Road Safety Officer

- ➡ A copy of the form should be retained by the Company and copies submitted to TS and the Police.

**FATAL ACCIDENT PROCEDURES GUIDE**

The Company shall notify the following personnel within Transport Scotland in the case of an Incident involving a fatality **immediately by e-mail**:  
Area Manager  
Network Manager  
National Network Manager  
Strategic Road Safety Officer ([strategicroadsafety@transportscotland.gsi.gov.uk](mailto:strategicroadsafety@transportscotland.gsi.gov.uk))

A detailed report using Part 1 of this form shall be submitted to the Area Manager and Strategic Road Safety Officer by electronic copy within **24 hours** of the incident. It shall include, but not be limited to, the following information :

- ➡ Location (preferably with plan)
- ➡ Brief description of the circumstances
- ➡ Photographs of the location if possible
- ➡ Details of casualties and vehicles involved
- ➡ Details of road conditions
- ➡ Information such as weather, road works, and furniture
- ➡ Outline of the emergency response undertaken
- ➡ Information about the deceased or the Police incident reference number

A joint site observation at the locus should be undertaken by the Company's AIP representative, Transport Scotland's Strategic Road Safety Officer and the Police, ordinarily within 28 days, of the incident.

A detailed report using Part 2 of the incident reporting procedure shall be submitted to the Area Manager and Strategic Road Safety Officer within **1 week** of the site visit having been carried out.