

SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 10 PART 1

CLARIFICATIONS TO THE CONTRACT

CONTENTS	Page No.
1. CLARIFICATIONS IN RELATION TO SCHEDULES 1 TO 9 TO THE CONTRACT	1
1.1 Introduction	1

SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 10 PART 1

CLARIFICATIONS TO THE CONTRACT

1. CLARIFICATIONS IN RELATION TO SCHEDULES 1 TO 9 OF THE CONTRACT

1.1 Introduction

- 1.1.1 The following clarifications (tender query raised and answer given) are clarifications to the provisions of Schedules 1 to 9 of this Contract. This Contract shall be construed accordingly.

Tender Query Response Number	Clarification
DPQNW015	<p>Please confirm that the Director will provide a Lighting Management System as part of the Routine Maintenance Management System.</p> <p>Response</p> <p>Yes. Refer to Schedule 4 Part 3 Paragraph 2.1.1 (iii).</p>
DPQNW016	<p>Please clarify whether the Disruption Risk Management Plan is to be a stand alone document or an umbrella document covering the various related documents such as the Winter Service Plan, Incident Response Plan, Wind Management Plan etc.</p> <p>Response</p> <p>The Disruption Risk Management Plan (DRMP) shall be a stand alone document and shall be developed in accordance with the Manual for the Management of the Risk of Unplanned Network Disruption. Schedule 7 Part 3 outlines the main elements to the DRMP.</p>
DPQNW018	<p>Please provide details of the intended JTRC Tool and its intended scope of use</p> <p>Response</p> <p>An overview of the delay modelling tool is given in Schedule 3 Part 7, Annex 3.7/J. Use of the delay modelling tool is outlined in Schedule 3 Part 7 Section 3.6.</p>
DPQNW021	<p>Please confirm that winter service treatments of spread rates in excess of 20gm/m² can be carried out in one pass</p> <p>Response</p> <p>The spread rate can be increased above 20g/m² on one pass as long as it is within the specified treatment time.</p>
DPQNW023	<p>Sweeping of Highways / Carriageways does not appear to be identified in Schedule 7 Part 1. Can you confirm if there are any specific requirements for the sweeping of highways / carriageways (frequencies, standards, etc)?</p>

Tender Query Response Number	Clarification
	<p>Response</p> <p>Refer to Appendix 1/17 to Schedule 9 Part 2, Section 2.3 which states “When planning Operations, Works or co-ordinating with works by others the Operating Company shall ensure that when safe access to central reservations is available the area of the central reservations protected by traffic management, including carriageway channels, is restored to a clean and tidy condition with a minimum standard of Grade B as stated in the Code of Practice on Litter and Refuse before traffic management measures are removed.” Restoring to a “clean and tidy” condition is deemed to include sweeping.</p>
DPQNW024	<p>Paragraph 4.34 of Schedule 7 Part 1 defines the requirements for litter and refuse. Can you confirm the responsibilities of the Local Authorities and the Operating Company, as well as the average monthly quantity / volume of litter uplifted from the North West Unit network under the current term contract?</p> <p>Response</p> <p>As outlined in Paragraph 4.34 the duties of Local Authorities and the Scottish Ministers with respect to litter and refuse are detailed in the Environmental Protection Act 1990, and the responsibilities of the Operating Company are as detailed in Paragraph 4.34.</p> <p>We do not have figures for the average monthly quantity / volume of litter uplifted from that part of the North West trunk road network which is the responsibility of Local Authorities to keep clear of litter.</p>
DPQNW031	<p>Could you please confirm if CSCS accreditation is a minimum requirement for Scottish Ministers under the 4G Contract?</p> <p>Response</p> <p>CSCS accreditation is not a minimum requirement under the 4G Contract. As part of the Quality Plan, the Operating Company will determine the necessary competence and qualifications required for personnel delivering the service, and where applicable, provide training or take actions to achieve the necessary competence.</p>
DPQNW033	<p>Cat 1 Defects response times for carriageway surfaces. Schedule 7 Part 1 Clause 1.8 refers to the Transport Scotland Trunk Road Inspection Manual which states on page 15 that the permanent repair is carried out within 14 days for carriageway surfaces. Schedule 7 part 1 Clause 2.2.6 (i) states a period of 28 days. Can Transport Scotland please clarify which response time should be used?</p> <p>Response</p> <p>The response times stated in Schedule 7 Part 1 Clause 2.2.6(i) is correct. The Trunk Road Inspection Manual will be revised accordingly.</p>

Tender Query Response Number	Clarification
DPQNW034	<p>Cat 1 Defects response times for bridge parapets. Schedule 7 Part 1 Clause 1.8 refers to the “Transport Scotland Trunk Road Inspection Manual” which states on page 15 that the permanent repair is carried out within 84 days for carriageway surfaces. Schedule 7 part 1 Clause 2.2.6 (ii) states a period of 56 days. Can Transport Scotland please clarify which response time should be used?</p> <p>Response</p> <p>The response times stated in Schedule 7 Part 1 Clause 2.2.6(ii) is correct. The Trunk Road Inspection Manual will be revised accordingly.</p>
DPQNW046	<p>Clause 4.6.1 of Schedule 1 Part 1 allows for the form of Bond and Undertaking to be as contained in Annex 2 to that Schedule or otherwise acceptable to the Scottish Ministers. Would the Scottish Ministers consider a default bond such as the ABI standard form acceptable?</p> <p>Response</p> <p>If a tenderer wishes to propose an alternative, compliant form of Bond and Undertaking to that given Schedule 1 Annex 2 the tenderers proposal should be submitted at least eight weeks prior to the tender submission date for the Scottish Ministers to decide on its acceptability.</p>
DPQNW048	<p>Clause 10.7.2 (iii) of Schedule 1 states that the current index figure is that applicable to 42 days prior to the last day of the period to which the payment relates. Please confirm that a payment received in June for work done in May relates, relates to May</p> <p>Response</p> <p>The period to which the payment relates refers to the period when work was done, and not the period when application for payment was made.</p>
DPQNW051	<p>Are there any circumstances in which Transport Scotland will require additional concrete to be provided in association with concrete foundations for VRS schemes?</p> <p>Response</p> <p>All concrete necessarily provided in association with VRS Schemes, including concrete amending the Unit, which has the primary purpose of enabling such Schemes to achieve the required performance class and working width class for the safety barrier item to which the item coverage applies, is included in the rates for supply and installation of Safety Barriers.</p> <p>Additional concrete, identified in Bids and which has been separately approved in writing by the Director, for Safety Barrier Schemes to be placed at the same time as, and/or in association with, concrete as described above, which has the primary purpose</p>

Tender Query Response Number	Clarification
	of amending the Unit by providing support to embankments or verges between VRS post positions, and without which the VRS would still achieve the appropriate performance class, is not deemed to be included in the Rates for Safety Barrier and, if ordered, is to be measured separately at Series 1500 rates for structural concrete of appropriate grade.
DPQNW052	<p>Schedule 2 Part 1 (Method of Measurement) Series 300: Fencing - the item coverage for 'Renew Boarding/Panels' (par. 23 (a)) includes 'Fencing' which contradicts par. 18 ('renewal of components' shall not be used for replacement of complete fence) - Please Clarify.</p> <p>Response</p> <p>Paragraph 18 refers to 'Measurement' not 'Item Coverage'. The item Coverage is correct.</p>
DPQNW054	<p>Schedule 9 Part 2: Appendix 7/2 says for 'typical' trench reinstatement see HCD drawing K4 however K4 does not state the layer thickness. Please clarify.</p> <p>Response</p> <p>Thicknesses are stated in items for 'Reinstatement' 0700 06 001 to 006.</p>
DPQNW055	<p>Schedule 2 Part 2 Series 700: Pavements - item 09/001 is for pavement reinforcement. Can a specification be provided?</p> <p>Response</p> <p>The specification for pavement reinforcement will vary according to the reason for use and position in the pavement. The Tenderer is required to provide a single price to cover all scenarios where pavement reinforcement will be necessary.</p>
DPQNW056	<p>Schedule 2 Part 2 Series 1100: Kerbs, Footways & Paved Areas - Item 01/004 includes kerb types K14 and K15. There are no details for these in Schedule 9 Part 3 – can they be provided?</p> <p>Response</p> <p>Schedule 2 Part 2, Item 1100 01 004 includes for kerb types K14 and K15. This refers to precast concrete 125 x 255mm half battered - 125 x 255mm bullnosed transition kerbs left and right. All construction and other specification details are as per drawing number 1100/01/046.</p>
DPQNW059	<p>Schedule 9 Part 3 drawing number 1100/02/130 (Combined Kerb and Drainage System Type DK3) appears to show a kerb laid on top of a precast channel. As the MOM does not include a kerb please confirm that the kerb shall be paid as a separate item?</p> <p>Response</p> <p>Confirmed.</p>

Tender Query Response Number	Clarification
DPQNW063	<p>Schedule 3 Part 11 Clause 2.1.2(i) states that "10 percent of all new recruits are New Entrants". Please confirm if this is proportional to the overall turnover of the Unit. I.E. If turnover was £40M would this mean that 40% of all new recruits would be New Entrants?</p> <p>Response</p> <p>Yes, if turnover was £40M this would mean that 40% of new recruits would be New Entrants. Please refer to Section 2.1.2 of Schedule 3 Part 11.</p>
DPQNW068	<p>Schedule 7 Part 1 Clause 4.3.3 – please clarify if the Undertakers' defect has to be permanently repaired by the Operating Company to keep within the Cat 1 timescale (28 days as per this Schedule) then will the repair be the subject of an Order? (Refer to Transport Scotland Trunk Road Inspection Manual Page 30.</p> <p>Response</p> <p>The OC is required to make safe any Category 1 defects within the Contract timescale. Permanent repair of an Undertaker's defect is the responsibility of the Undertaker.</p>
DPQNW069	<p>Schedule 2 Part 2 Series 500: Drainage - Standard Drawing 500/01/337-379 specifies ST2 concrete surround in carriageways and sand surround in verges. The Schedule of Rates does not make this distinction for ducting items and there is no 'Extra-Over for concrete bed and surround' Schedule item for ducting. (This does occur in the case of pipe drains, e.g. Schedule item 500/1-005) - Please Clarify.</p> <p>Response</p> <p>The distinction between "bed" and "surround" types for ducting items within the Schedule of Rates is not necessary.</p>
DPQNW070	<p>Schedule 4 Part 4 Clause 3.6.3 – the outstanding work and damage referred to in this Clause could be considered a Cat 1 defect at Contract Commencement Date and therefore require repair by the new Operating Company under the relevant Cat 1 28 day repair timescale and lump sum cost. However it would be the responsibility of the previous operating company under Clause 3.6.2. Please confirm the repair shall be the subject of an Order if instructed by Transport Scotland and will not be considered under Schedule 5 Part 6 Performance Measurement regime?</p> <p>Response</p> <p>As per section 3.6.3 of Schedule 4 Part 4, the repair shall be subject to an Order if instructed by Scottish Ministers. Work subject to an order under section 3.6.3 will be considered under the Performance Measurement regime given in Schedule 5 Part 6.</p>

Tender Query Response Number	Clarification
DPQNW072	<p>Schedule 2 Part 2 (Schedule of Rates): Series 6400: Adjustment for Time bands - Items 01-003 has a quantity of 7. Is this intended? If not please confirm quantity.</p> <p>Response</p> <p>Yes, this quantity is the intended quantity.</p>
DPQNW073	<p>Schedule 7 Part 1 Clause 4.28.14 & 15 – please clarify if Operating Company costs incurred due to a failure of the electrical supply company shall be the subject of an Order and not be considered under Schedule 5 Part 6 Performance Measurement regime?</p> <p>Response</p> <p>Costs shall not be subject to an Order. The Schedule 5 Part 6 Performance Measurement regime will not apply.</p>
DPQNW074	<p>Schedule 7 Part 1 Clause 4.28.14 & 15 – please clarify if Operating Company costs incurred due to a failure of the communications company shall be the subject of an Order and not be considered under Schedule 5 Part 6 Performance Measurement regime?</p> <p>Response</p> <p>Costs shall not be subject to an Order. The Schedule 5 Part 6 Performance Measurement regime will not apply.</p>
DPQNW075	<p>Schedule 2 Part 2 (Schedule of Rates): Series 6300: Procurement and Management of Works Contracts - Items 01-005, 01-009 and 01-010 have a quantity of 7. Is this intended? If not please confirm quantity.</p> <p>Response</p> <p>Yes, this quantity is the intended quantity.</p>
DPQNW076	<p>Does Transport Scotland consider that the treatment time commences from the time of the gritter leaving the depot OR when salt spreading commences on the start of the route treatment?</p> <p>Response</p> <p>Treatment time commences when treatment commences at the start of the treatment route.</p>
DPQNW077	<p>Schedule 2 Part 2 Series 500: Drainage - items for service ducts (500/1-036 onwards) refer to Standard Drawings such as 500/01/337-379). Items occur for Group D2 and D3 ducts but these are not shown on drawing 500/01/337-379. Please Clarify.</p> <p>Response</p> <p>The specification for Group D2 and D3 service ducts is the same as that for D1 and D4 service ducts which are shown on the Drawing No. 50001/337-379. The only difference being the number of ducts required. The number of ducts required for D2 and D3 service ducts is given on this drawing.</p>

Tender Query Response Number	Clarification
DPQNW078	<p>Schedule 7 Part 1 Clause 1.2.5 – please clarify if the duration after the Commencement Date that is required to bring the inspections and maintenance regime up to date will not be considered under Schedule 5 Part 6 Performance Measurement regime?</p> <p>Response</p> <p>Although inspections and maintenance operations required by Schedule 7 Part 1 shall be deemed to be due immediately, the Successful Tenderer shall be given 6 months after Service Commencement date to bring the detailed inspections and associated maintenance requirements up to date. Performance and Monitoring Indicators will apply to these inspection and maintenance arrangements.</p>
DPQNW080	<p>Can you increase the word count limit in the Outline Winter Service Plan from 3,500 to 10,000 words.</p> <p>Response</p> <p>The word count limit for the outline Winter Service plan has been increased from 3,500 to 5,000 words. This change to the invitation to Participate in Dialogue Document is reflected in Section E below.</p>
DPQNW081	<p>Schedule 7 Part 2 (Paragraph 2.7.8) states that “Category B Winter Service Patrols (formerly Tier 1) shall operate from 00:00hrs to 09:00hrs.” and shall be undertaken in three separate 3-hour patrols. The specification of three patrols will essentially result in the requirement for a fourth patrol to return to the depot. This is due to the third patrol ending at the extremity of the route. This fourth patrol will be of limited value in terms of winter resilience as it will be undertaken after 0900hrs.</p> <p>These requirements will have a direct impact on resource requirements and associated costs. The Road Transport (Working Time) Regulations 2005 permit a maximum of 9 hours driving in any one shift and require an uninterrupted 45 minute rest period after every 4.5 hours of driving.</p> <p>Would the Director consider changing the requirements to two patrols between the hours of 00:00 and 06:00, as we consider that this would provide patrol cover during the most sensitive period?</p> <p>Response</p> <p>Paragraph 2.7.8 referred to in the query is now paragraph 2.7.10 in the revised Schedule 7 Part 2.</p> <p>The answer is no. The Director requires that the route shall be developed to include for rest periods and returning to the base depot within the 3 hour period.</p>
DPQNW082	<p>Schedule 7 Part 2 (superseded Paragraph 3.1.14 & superseded Treatment Matrix (Table 7.2.J.2)), both made reference to spread rates greater than 20 grammes per square metre being carried out in two separate precautionary treatments. This reference has been</p>

Tender Query Response Number	Clarification
	<p>removed from the current version (Revision 1). Can you confirm if it is still acceptable to the Director to carry out two separate precautionary treatments for spread rates exceeding 20 grammes per square metre?</p> <p>Response</p> <p>It is not acceptable to the Director to carry out two separate precautionary treatments for spread rates exceeding 20 grammes per square metre.</p>
DPQNW083	<p>Schedule 7 Part 2 (Paragraph 2.7.9 (i)). This paragraph provides for the inclusion of Winter Service Patrols on on/off slips. However, Table 7.2.I.2 of Annex 7.2/I contains a NOTE stating that “Slip roads and junctions are not required to be patrolled.”, can you clarify?</p> <p>Response</p> <p>Paragraph 2.7.9 referred to in the query is now paragraph 2.7.5 in the revised Schedule 7 Part 2. Paragraph 2.7.5 has been amended to exclude slip roads.</p>
DPQNW084	<p>Schedule 7 Part 2 (Paragraph 2.7.5; 2.7.8 & 2.7.12). Paragraph 2.7.12 advises that the Operating Company may utilise Winter Service Patrol Plant for clearance of snow and ice between 08:00hrs and 24:00hrs. This seems to be in conflict with the Winter Service Patrol times contained in paragraphs 2.7.5 and 2.7.8. Can you please clarify the permitted times that Winter Service Patrol plant may be used for clearance of snow and ice?</p> <p>Response</p> <p>Paragraphs 2.7.5, 2.7.8 and 2.7.12 referred to in the query are now paragraphs 2.7.8, 2.7.10 and 2.7.13 respectively in the revised Schedule 7 Part 2. Paragraph 2.7.13 specifies:</p> <p>“Winter Service Plant for Winter Service Patrols shall be used by the Operating Company for the clearance of snow or ice. Such usage shall only take place where it does not conflict with its primary function or where the extent of the snowfall requires it to be used for snow clearing on the patrol route.”</p>
DPQNW085	<p>Schedule 7 Part 2 (Paragraph 2.7.5) identifies the requirements for Category A Winter Service Patrols as being “...a one hour patrol and a one hour stand by on each route.”. On a linear patrol route, with a permitted travel time of 1 hour and a one hour stand by, to be able to respond to an incident within 30 minutes effectively reduces the length of the Patrol route to 30 minutes. This response time is also considerably less than the 1hr 30 min Incident Response detailed in Schedule 7 Part 3. Can you clarify the response times associated with Category A Winter Service Patrols?</p> <p>Alternatively would the Director consider amending the Winter Service response time from 30 minutes to 60 minutes?</p>

Tender Query Response Number	Clarification
	<p>Response</p> <p>Paragraph 2.7.5 referred to in the query is now paragraph 2.7.8 in the revised Schedule 7 Part 2. Paragraph 2.7.8 specifies:</p> <p>“The routes for a mix of dual and single carriageways shall be further designed so that the patrol vehicle, when working, is able to attend any location on its route within 45 minutes of receiving a call from the Winter Service Duty Officer”</p> <p>The Director will not consider increasing this response time to 60 minutes.</p>
DPQNW086	<p>Schedule 7 Part 2 (Paragraph 2.2.3). Can you please clarify the polling intervals of road sensors through the Winter Service Period and throughout the entire Annual Period?</p> <p>Response</p> <p>This is specified as follows in the revised Schedule 7 Part 2, paragraph 2.2.3:</p> <p>“To obtain regular updates of road conditions, road sensors shall be polled by the Operating Company at intervals of 20 minutes between 1 October and 15 May and hourly at all other times.....”</p>
DPQNW088	<p>Can you confirm that the treatment time for Precautionary Treatment commences when ‘the spreading initially commences and ends when the final period of spreading ceases including all travel time within’. Therefore excluding travel time from/to the depot before and on completion of the actual spreading operation?</p> <p>Response</p> <p>Yes, this is confirmed.</p>
DPQNW089	<p>Schedule 7 part 2 paragraph 2.7.8 starts that the operating period for category B Winter Service Patrols is 3 hours. Is it the intention that this shall include a patrol and Standby period. If so, what is the intended division?</p> <p>Response</p> <p>Paragraph 2.7.8 referred to in the query is now paragraph 2.7.10 in the revised Schedule 7 Part 2.</p> <p>Paragraph 2.7.10 specifies that the routes are to be designed to allow completion within a 3 hour cycle and are to allow for whatever driver rest period is deemed necessary.</p>
DPQNW090	<p>Schedule 7 Part 2 paragraph 3.1.17 states that the precautionary treatment for footways, footbridges and cycling facilities shall be Brine. In Paragraph 3.3.12 the de-icing material to be spread following clearance of snow or ice shall be spread at 20g/m2 inferring other materials not Brine. Is it possible for any de-icing material to be applied as a precautionary treatment?</p>

Tender Query Response Number	Clarification
	<p>Response</p> <p>Paragraph 3.1.17 referred to in the query is now paragraph ?? in the revised Schedule 7 Part 2.</p> <p>The answer is no. Only brine should be used for precautionary treatments of footways.</p>
DPQNW091	<p>Can you confirm that the minimum salt stock at 1st October is to be 32,000T, given that the current OC appears to have a capacity significantly less than that</p> <p>Response</p> <p>Yes, this is confirmed</p>
DPQNW092	<p>Can you clarify whether all salt stockpiles, including reserve stockpiles, require to be covered by a covered structure</p> <p>Response</p> <p>Yes, a covered structure is required.</p>
DPQNW095	<p>Would the Scottish Ministers accept the following changes to the Parent Company Guarantee? We believe that such revised wording more appropriately describes the role of the Parent Company in guaranteeing the contractual performance and adds certain appropriate administrative rules.</p> <p>Paragraph 2 - If the Joint Venture of Special Purpose Company or Consortium shall in any respect fail to perform its obligations under the Contract within 14 days (or such longer period as may be agreed with the Scottish Ministers) and shall on written demand reimburse and keep reimbursed the Scottish Ministers for the amount of any legal enforceable, fully mitigated direct losses, damages, claims, costs and expenses which may be incurred by them by reason of any such failure or breach on the part of the Joint Venture or Special Purpose Company or Consortium to the extent that such legally enforceable, fully mitigated direct losses, damages, claims costs and expenses are or would otherwise be recoverable by the Scottish Ministers from the Joint Venture or Special Purpose Company or Consortium in terms of or in respect of the said Contract.</p> <p>And the addition of the following new clauses;</p> <p>(i) Notwithstanding any other provision of this guarantee, our obligations and liability under this guarantee shall be no greater than the obligations and liability under the Contract and the Scottish Ministers shall be entitled to recover in respect of the same matter under the Contract. The Joint Venture shall be entitled to rely on all limitations in the Contract and have available to us all defences, counterclaims and rights of set-off as are or would be available to the Operating Company.</p>

Tender Query Response Number	Clarification
	<p>(ii) The Scottish Ministers shall use all recourse against the Joint Venture pursuant to the Contract before taking any steps to enforce this guarantee.</p> <p>(iii) The benefit of this guarantee may be assigned by the Scottish Ministers without our consent to any person whom the Scottish Ministers validly assign the benefit of the whole of the Contract provided that the assignation of this guarantee does not take effect until the Scottish Ministers gives us written notice of the assignation. No other assignation is permitted without our written consent.</p> <p>(iv) This guarantee shall automatically expire on the expiry of the Contract Termination Date under the Contract whether or not it is returned to us for cancellation.</p> <p>Response</p> <p>The change of “written” in place of “simple” within paragraph 2 has been agreed. All other suggested amendments have been rejected.</p>
DPQNW108	<p>During the PQQ process Transport Scotland answered Query No. 4 as follows: - “Response to (i) and (ii): Transport Scotland will not seek to prevent companies from tendering for Works within the Unit in respect of which they are either a shareholder in an incorporated Single Economic Operator which is the Operating Company or partners in an unincorporated Group of Economic Operators which is the Operating Company. Response to (iii): The response to (i) and (ii) above is not influenced by the equity share or proportional ownership of the Single Economic Operator. Can Transport Scotland confirm the same applies for the full tender and not just the PQQ process?</p> <p>Response</p> <p>The Employer confirms that the PQQ Response to Query No. 4 quoted above applies to the 4G Term Contract for the Management and Maintenance of the Scottish Trunk Road Network – North West Unit. Once the Contract is awarded the conditions stipulated in the response to PQQ Query No.4 will apply.</p>
DPQNW110	<p>Maintenance of Ice Detection System - Can you clarify whether the Director or the OC is responsible for the maintenance of the ice detection system including both weather stations and road sensors?</p> <p>Response</p> <p>The OC is responsible for the maintenance of the ice detection system in accordance with Schedule 7 Part 1 Paragraphs 4.29 and 4.30.</p>

Tender Query Response Number	Clarification
DPQNW112	<p>Schedule 7 Part 2 Salt Treatments - Schedule 7 Part 2, Annex 7.2/K Table 7.2.K.2 states that the spread rates for precautionary treatments for a number of conditions is 30g/m2 or 40g/m2. The minimum requirement for the Winter Service Plan states 'proposals for identifying and providing maps, drawings and associated information for treatment routes and patrol routes'. Can the Director confirm for which spread rate(s) the information is required?</p> <p>Response</p> <p>The information is required for 20 g/m2 and 40 g/m2 spread rates.</p>
DPQNW114	<p>Schedule 7 Part 2 Annex 7.2/A clause 8.1.1 states 'The Operating Company shall provide the following information in Appendix WSP to Annex 7.2/J of this Part: (ii) contingency plans for alternative access to precautionary treatment routes where normal access is prevented due to weather related or other incidents'. Can the Director confirm that the Operating Company shall provide permanent (i.e. depot) resources and plant at the extremities of each route for precautionary treatments at all times?</p> <p>Response</p> <p>It is the Operating Company's responsibility to determine the level of resources required to meet the requirements of the Contract.</p>
DPQNW115	<p>Invitation to Participate (in Dialogue) Document Appendix C clause 7.2.2 minimum requirement table for the Winter Service Plan states 'proposals for identifying and providing maps, drawings and associated information for treatment routes and patrol routes'. Can the Director confirm if this applies to carriageways and footways or only carriageways?</p> <p>Response</p> <p>The Director can confirm the requirement applies to carriageways and footways.</p>
DPQNW116	<p>Route Safety Files A84/A85 - Can you confirm that the Route Safety Files cover the full extent of a route e.g. A84/A85 Stirling – Crianlarich Trunk Road or are these sub-divided and if so could you please provide a summary list of Route Safety Files.</p> <p>Response</p> <p>The Employer confirms that route safety files cover the full extent of a route. In the example provided the A84 and the A85 have individual route safety files. The Operating Company shall only be responsible for the length of route within the extent of the Unit as described in Schedule 3 Part 2.</p>

Tender Query Response Number	Clarification
DPQNW118	<p>Inconsistent Barrier Length - The following sections of barrier have been retrieved from the file NW_RM_SAFETY_FENCE.csv as part of the RMMS information. For these two entries, the column entitled “digital length” denotes a length of barrier (i.e. 47.2km and 4,721.4km respectively) that is not consistent or expected from a section of barrier anywhere on the network.</p> <p>RMMS ID 335838 – RMMS Road A835 – RMMS Section 18006/50 – RMMS Item Identity Code SF0000023910 – RMMS Easting 244126 – RMMS Northing 858683.</p> <p>RMMS ID 336464 – RMMS Road A87 – RMMS Section 17408/05 – RMMS Item Identity Code SF0000030200 – RMMS Easting 188163 – RMMS Northing 826203.</p> <p>Please can you clarify the correct barrier lengths for the NW Unit?</p> <p>Response</p> <p>The two records which you reference are incorrect. They do not have the appropriate Ordinance Survey Grid Reference coordinates to identify the correct start and end points of the barriers. Therefore disregard these two items.</p> <p>With regard to the remaining inventory records, it is not possible to verify the digital lengths for all safety barriers. Refer to Schedule 1 Part 1, Section 2.1.4 for further details.</p>
DPQNW121	<p>Schedule 1 Annex 5 - Insurance Requirements, Table 3.1.1/A, Reference Number 6.</p> <p>The clause requires the Operating Company to insure vehicles used by “its subcontractors of any tier”.</p> <p>We have been advised that the Operating Company can not insure subcontractors’ vehicles and have no legal requirement to do so.</p> <p>The Operating Company would have no insurable interest in these vehicles and therefore insurance would not be able to be provided by the market.</p> <p>Please therefore consider removing “and its subcontractors of any tier”.</p> <p>Response</p> <p>There is no requirement for the Operating Company to purchase insurance in respect of vehicles that are owned by any subcontractor. The Operating Company must ensure that any motor insurance provided by a sub contractor suitably includes the endorsements referred to in Clause 5.1.1 of Schedule 1, Annex 5 and is disclosed in accordance with Schedule 1 Part 4 paragraph 12.4. The Operating Company should not award a subcontract to a subcontractor who is not prepared to suitably disclose their insurance policies.</p>

Tender Query Response Number	Clarification
DPQNW122	<p>Schedule 9 Part 1 advised that MCHW Volume 1 shall be the basis of the Specification with the addendums and additions as contained within Schedule 9. Schedule 9 also advised that pages 1 to 32F of Appendix A of the MCHW Volume 1 shall be the May 2008 edition.</p> <p>This edition states that various Operations to be undertaken on the Unit must be executed by a suitable accredited contractor, whether it be the Operating Company itself or by a subcontract/supplier.</p> <p>Such Operations include:</p> <p>Scheme Operation</p> <p>2A Fencing</p> <p>2B Vehicle Restraint Systems</p> <p>5B Bridge Parapets</p> <p>7 Road Markings</p> <p>8 Street Lighting & Electrical</p> <p>12 Traffic Management</p> <p>13 Surface Dressing</p> <p>13B Microsurfacing</p> <p>14 Production of Asphalt Mixes</p> <p>16 Laying of Asphalt Mixes</p> <p>18 Landscaping</p> <p>Can Transport Scotland confirm that this requirement will be applied?</p> <p>Response</p> <p>Yes, this requirement will be applied.</p>
DPQNW126	<p>Clause 10.7.2 (ii) defines the Base Date as the “appropriate Final Index Figure applicable to the date 42 days prior to the latest date for the return of tenders”. As the tender date stands at 1st December 2011, the date 42 days prior to that is 20th October 2011. For clarity, can Transport Scotland confirm that it is the Final Index Figure applicable to October 2011 which will apply?</p> <p>Response</p> <p>The Participant should note that the current date for the return of tenders is 15 December 2011 as stated in the Invitation to Participate in Dialogue, Appendix A, Annex B, Indicative Process Timetable. Based on that date, the Director can confirm that the Final Index Figure applicable would be November 2011.</p>
DPQNW127	<p>Clause 10.7.2 (iii) defines the Current Index Figure as the “appropriate Final Index Figure applicable to the date 42 days prior to the last date of the period to which the payment relates”. For clarity, can Transport Scotland confirm that it is the Final Index</p>

Tender Query Response Number	Clarification
	<p>Figure pertaining to the month in which the said date occurs which will apply?</p> <p>Response</p> <p>The Director can confirm that the current index figure means the appropriate Final Index Figure to be applied to any payment and shall be the appropriate Final Index Figure applicable to the date 42 days prior to the last day of the period to which the payment relates.</p> <p>Refer to Schedule 1 Part 3 Annex 4 Clause 10.7.2 (iii).</p>
DPQNW128	<p>Abnormal Load Movement - In relation to Schedule 8 Part 1, Annex 8.1/A</p> <p>Section A of this document refers to Scottish Ministers authorisation being required for any abnormal load movement where the vehicle exceeds 40,000kg (40t) gross weight. Current practice however is for this permission to be required for vehicles exceeding 44,000kg (44t) gross weight.</p> <p>Can the Scottish ministers confirm which limit is to be applied?</p> <p>Response</p> <p>As described in Section A of Schedule 8 Part 1 Annex 8.1A, the laden gross weight to be implemented under the 4G Contract shall be 40,000kgs (40 tonne).</p>
DPQNW132	<p>Category B Patrol Routes - With reference to Dialogue Period Bulletin No NW DPB053, DPQNW081 regarding Category B Patrol Routes and the response given. The answer appears to require that at the end of the patrol route the vehicle must have returned within the three hours to the base depot; which may involve travelling off network and beyond the required cat B patrol areas. Is it acceptable, assuming that under a shift pattern there is no need to specifically return to the depot mid shift subject to suitable rest and parking facilities being available, that the vehicle does not require to return to the depot as part of the route within the three hour period?</p> <p>Response</p> <p>There is no requirement for the vehicle to return to the depot during the 3 hour patrol operating periods.</p>
DPQNW133	<p>Category B Patrol Routes - With reference to Dialogue Period Bulletin No NW DPB053, DPQNW081 regarding Category B Patrol Routes and the response given. The question indicates that, in the case of a long single carriageway patrol route, a vehicle could drive 3hrs (allowing for rest periods) away from the first point on the route and then 3 hours back towards the first point. This would mean that the first point on the patrol would be patrolled at 00.00 and then only be patrolled again at 06.00. Please can you confirm if this is acceptable or if the same point on the network has to be covered / patrolled every 3 hours?</p>

Tender Query Response Number	Clarification
	<p>Response</p> <p>No, this is not acceptable. The Category B patrol routes are to be designed such that for consecutive 3 hour operating periods each point on the route is checked every 3 hours.</p>
DPQNW134	<p>Prolonged Snowfall - Please define the term prolonged snowfall, as used in Schedule 7 Part 2, Table 7.2.K.4.</p> <p>Response</p> <p>Prolonged snowfall is an event that continues beyond the end of a normal treatment period.</p>
DPQNW135	<p>Brine Capacity - Can you confirm that your requirement under paragraph 5.3.6 of Schedule 7 Part 2 is for the brine capacity at each depot to be 20% over and above the amount of brine required to treat all routes from that depot at 40 gms/m2 with pre-wetted salt.</p> <p>Response</p> <p>The Director can confirm this is correct.</p>
DPQNW139	<p>Schedule 5 Part 4 - With reference to Schedule 5 Part 4 and following our dialogue meeting of 2nd September, we understood that the roles of Bridges Manager and Planned Maintenance Manager would be considered as roles within the Operating Company's Key Staff (and not within the Core Management Team) working under the Design Manager, who would remain within the Core Management Team. Can you please confirm this in order for us to incorporate it within our Certificate A proposals.</p> <p>Response</p> <p>The Director confirms that the roles of Bridges Manager and Planned Maintenance Manager will remain designated as members of the Core Management Team. It is up to Participants to propose a staff structure that complies with the requirements of Schedule 5 Part 4.</p>
DPQNW162	<p>Schedule 2 Part 2 Series 400: 15 Temporary Safety Barriers – is the measured quantity based on a fixed period of time or is it assumed that the barrier is left in place permanently?</p> <p>Response</p> <p>The item coverage for temporary safety barriers includes ‘time-related’ costs for whatever duration the temporary safety barrier is required for. Please refer to Schedule 2 Part 1 Series 400 paragraph 61.</p>
DPQNW163	<p>Schedule 2 Part 2 Series 400: 15 Temporary Safety Barriers – can Transport Scotland provide to tenderers an inventory of existing temporary safety barriers in use on the Unit and define the Operating Company’s responsibility for ongoing maintenance/hire of these systems?</p>

Tender Query Response Number	Clarification
	<p>Response</p> <p>Locations and extent of temporary safety barrier are subject to change and are not recorded on the Routine Maintenance and Management System as inventory items. Temporary safety barriers installed prior to Commencement of Service Date will remain the responsibility of the previous operating company except where stated in Section 3.6 of Schedule 4 Part 4.</p>
DPQNW167	<p>ITPD Final Tender Submission Requirements Clause 6.7.11 – Drawings and charts and the like shall be A1 size and shall be folded and inserted into clear plastic pockets within the relevant folder. Will Transport Scotland accept the drawings and charts fixed securely inside the folder with adhesive spines that ensure easy access to open out the drawing (and extract from the folder) as opposed to using plastic pockets?</p> <p>Response</p> <p>The Director confirms that this is an acceptable alternative.</p>
DPQNW173	<p>With regard to the Final Tender Submission and Schedule 5 Part 7 Annex 5.7/A, please confirm if this Annex is to be completed and provided as part of the Final Tender Submission or is it acceptable to provide this information within Schedule 5 Part 7 as previously detailed in our Certificate A submission.</p> <p>Response</p> <p>The Director confirms that Schedule 5 Part 7 Annex 5.7/A is required to be completed and provided as part of the Final Tender Submission.</p>
DPQNW174	<p>With regard to the Final Tender Submission and the requirements outlined in the Invitation to Participate document can you please confirm the requirements of electronic copies. Table 6.1 in the ITP states Folder A5 is to have 1 pdf disk submitted and 1 native format disk submitted whereas point 6.7.6 of the ITP states a pdf format disk is to be submitted</p> <p>Response</p> <p>The Director confirms that Table 6.1 is correct. The requirement is to have 1 pdf disk submitted and 1 native format disk submitted as part of the Final Tender Submission. See Section E below for changes to the Invitation to Participate in Dialogue Document.</p>
DPQNW175	<p>Referring to the previous TQ regarding Final Tender Submission, please confirm if 1 native format of Package A (Certificates) is required in electronic format as detailed in Table 6.1 in ITP – “one electronic copy in native format of the original signed and completed documents in Folder A1”.</p>

Tender Query Response Number	Clarification
	<p>Response</p> <p>Yes, one electronic copy in native format of the original signed and completed documents in Folder A1 is required. As stated in Table 6.1, one electronic copy in pdf format of the signed and completed documents in Folder A1 is also required.</p>
DPQNW176	<p>With regard to the Invitation to Participate document, Table 6.3 states “one electronic copy in Record Format (*.pdf) of the signed and completed documents in Folder A1 and one electronic copy in native format of the original signed and completed documents in Folder A1 and the Tender Rates Entry Database file G4TenderRates.mdb”. Please confirm A1 should read C1 and please confirm if a native format of this Volume is required.</p> <p>Response</p> <p>The Director confirms that Table 6.3 should refer to C1 instead of A1. See Section E below for changes to the Invitation to Participate in Dialogue Document.</p>
DPQNW178	<p>Does Cl. 4.6.4 and 4.6.5 of Schedule 7 Part 1 require all Gullies, Catchpits, Interceptors, Soakaways, Manholes and Oil interceptors to be cleaned at a maximum interval of 12 months. The specification for cleaning (each one) being in accordance with Cl 6102AR and Cl 520 of the Specification.</p> <p>If this is the case can Transport Scotland confirm that Payment Adjustment Factor no 6 will be calculated using all Gullies, Catchpits, Interceptors, Soakaways, Manholes and Oil interceptors in the Unit.</p> <p>Can Transport Scotland also confirm whether annual cleaning is carried out under the 3G contract to all Gullies, Catchpits, Interceptors, Soakaways, Manholes and Oil interceptors in the Unit.</p> <p>Response</p> <p>The Director confirms that the frequency for cleaning shall not exceed the intervals stated for each inventory item in the Integrated Roads Information System (IRIS). Furthermore, the requirement is for the Operating Company to adjust the maintenance intervals recorded in IRIS for inventory items that require more frequent maintenance to prevent significant reductions in capacity. As stated, the maintenance interval shall not exceed 12 months. Please refer to Schedule 7 Part 1 Clause 4.6.4 and Clause 4.6.5</p> <p>The Director confirms that Payment Adjustment Factor no 6 will be calculated using the total number of Gullies, Catchpits, Interceptors, Soakaways, Manholes and Oil Separators in the Unit. Please refer to Schedule 5 Part 6 Annex 5.6/C – Payment Adjustment Factors.</p> <p>Details of operations undertaken by the 3G operating company are available in the Information Room.</p>

Tender Query Response Number	Clarification
DPQNW190	<p>Schedule 2 Part 2 Series 6100 Item 05 003 refers to Road Safety Audits being a monthly Lump Sum and the Item coverage refers to “compliance with Schedule 6 Part 3”.</p> <p>Can Transport Scotland confirm whether carrying out Road Safety Audits for Schemes <£350k will be included in this Lump Sum or be the subject of an order?</p> <p>Response</p> <p>Road Safety Audits for Schemes <£350k are included in the item coverage of the Series 6100 item described ‘Schedule 6 Part 3 - Road Safety Audits’.</p>
DPQNW195	<p>We understand that CECA have made proposals to Transport Scotland regarding amendments to the proportions used in the calculation of the Contract Price Fluctuation Category C adjustment. Please confirm Transport Scotland intentions in this regard.</p> <p>Response</p> <p>The Director confirms that for this Contract, there is no intention to make any changes to indices.</p>
DPQNW196	<p>Can you please confirm under Clause 175AR whether you require all operational vehicles, or all winter service operational vehicles, to be fitted with winter tyres on all wheels for the duration of the Winter Service Period (1st October to 15th May)?</p> <p>Response</p> <p>The Director confirms the requirements for winter tyres are as set out in the Contract.</p>
DPQNW197	<p>Schedule 9 Part 2: Appendix 7/1 Schedule 5: Requirements for Construction Materials - materials ref. RCa and RCb prescribe SMA where thicknesses are less than 55mm and Cl. 929 binder elsewhere. If the Operating Company can use either material where specified below similar surface course layer types of material.</p> <p>The specification as written:-</p> <p>(1) Would specifically require SMA to be laid before asphalt where regulating thicknesses are less than 55mm.</p> <p>(2) Would specifically require 929 binder course material to be laid below SMA where thicknesses are greater than 55mm.</p> <p>Does Transport Scotland require material to be laid in this manner or will the designer have the flexibility to choose which material and thickness dependant on the existing road material and proposed surface course material.</p> <p>Response</p> <p>The requirements for materials RCa and RCb are as stated in the Contract.</p>

Tender Query Response Number	Clarification
DPQNW198	<p>Schedule 9 Part 2 Appendix 30/10 paragraph 11 (i) (d) states Branch Density Factors of 100 and 1.25 for Normal and Heavy Branch Density respectively. Is this intended?</p> <p>Response</p> <p>No. Schedule 9 Part 2 Appendix 30/10 paragraph 11 (i) (d) is deleted and replaced with "Branch Density Factor shall be taken as follows: 1.00 for Normal Branch Density 1.25 for Heavy Branch Density"</p>
DPQNW199	<p>Schedule 2 Part 2 Series 1400 items 09 001, 002 and 003 - temporary overhead lighting feeds - the unit of measure here is 'no' but the Method of Measurement (Schedule 2 Part 1) states that these are to be measured in metres. Please advise.</p> <p>Response</p> <p>The unit for Series 1400, Items 09 001, 002 and 003 (temporary overhead lighting feeds) in Schedule 2 Part 2 and TReD shall be amended to read "m".</p> <p>The unit of measurement in Schedule 2 Part 1 is correct.</p>
DPQNW201	<p>Schedule 2 Part 2 Series 5000: DPB080 states that the Unit for item 02 003 has been changed to m², but the corresponding item in TReD SofR version 1.3 shows the Unit having been changed to m. Please advise.</p> <p>Response</p> <p>The unit for Series 5000, Item 02 003 in Schedule 2 Part 2 shall be amended to read "m".</p>
DPQNW203	<p>TReD Schedule of Rates version 1.3 includes several changes which have not been advised as taking effect to the latest version of Schedule 2 Part 2. These include changes in Series 400 (quantity bands for sections 09, 11 and 13) and Series 700 (quantity bands for section 06). Can Transport Scotland advise if these changes will be made to Schedule 2 Part 2, and if so, when?</p> <p>Response</p> <p>No changes are required to Schedule 2 Part 2. The changes to TReD were to make it consistent with Schedule 2 Part 2.</p>
DPQNW204	<p>Schedule 7 Part 2, Clause 4.1.14 Snow blower specification - Supply chain information would suggest that while snow blowers are "capable of blowing up to 600 tonnes of snow per hour" and "have a width of cutter head of at least 1.8 metres" the reference to four metres depth appears excessive as these machines have a cutting height dependant on the impeller diameter. Can Transport Scotland confirm if the reference to four metres is correct?</p>

Tender Query Response Number	Clarification
	<p>Response</p> <p>The requirements for snow blowers are as stated in the Contract. It is not intended that snow blowers are capable of removing up to four metres depth of snow in one pass or operation but be capable of operating in up to four metres depth of snow.</p>
DPQNW206	<p>Schedule 2 Part 2 and Schedule 9 Part 1 and 2 requires a rate to be submitted for SCS Bituminous Surfacing, Transport Scotland SMA (2010).</p> <p>TS2010 is a new material introduced by Transport Scotland and there is normally a time allowance for trialing of such materials – normally two to three years.</p> <p>This trial period has not yet be completed by any bituminous products supplier or surfacing contractor and as such they have no experience with respect to the long term skid resistance performance of this material.</p> <p>The supply chain that we have approached with regards to this materials have therefore stated that they cannot accept responsibility for meeting or adhering to any specified Scrim or Grip test requirements.</p> <p>Would Transport Scotland consider granting a relaxation to the to the tenderers in respect of compliance with the Scrim or Grip test requirements of Transport Scotland Interim Amendment No.35: TS2010 to the Specification for Highway Works until sufficient trials have taken place to allow for the collection and consideration of data?</p> <p>Response</p> <p>In order to achieve Final Approval for this new material, compliance with Transport Scotland Interim Amendment No. 35 Surface Course Specification TS2010, Clause 2.10.3 and Table 2.8 (TAIT Stage 4) is required. A phased 3 year implementation period (2011-2014) has been agreed with Industry and during this period failure to meet the requirement of Table 2.8 (TS2010 specification) will not require remedial works to address skid resistance defects to be met by the Operating Company or Contractor. This is conditional that all other aspects of the specification in relation to material composition and workmanship have been complied with and that no other defects are present.</p>
DPQNW207	<p>Clause 6.2.2 of Schedule 1 Part 1 states:</p> <p>“The Scottish Ministers may at their discretion extend the period of this Contract beyond the Initial Contract Expiry Date, to a later Contract Expiry Date, by a period or periods as stated below, up to a total extension not exceeding five years, by giving written notice to the Operating Company. The first such period of extension shall be of two years' duration. Subsequent periods of extension shall each</p>

Tender Query Response Number	Clarification
	<p>be of one year's duration. Such a notice shall be termed a "Notice of Extension".</p> <p>Where the Scottish Ministers wish to exercise their discretion to extend the period of this Contract, they shall issue a Notice of Extension in writing to the Operating Company:</p> <p>(i) no later than 24 months before the Initial Contract Expiry Date, or</p> <p>(ii) if the period of this Contract has already been extended by the giving of a Notice of Extension in accordance with this clause, no later than 24 months before the Contract Expiry Date,</p> <p>specifying within such Notice of Extension the period by which this Contract is extended"</p> <p>Can you confirm that any extension to the initial contract period is at the sole discretion of Transport Scotland?</p> <p>Furthermore, can you confirm that should any extension be granted beyond the initial five year contract period that all operations undertaken will continue to be valued in accordance with the original tender schedule of rates and price adjusted only by the contract price fluctuation provision using the pre-tender base date as the basis for this calculation?</p> <p>Response</p> <p>Any extension to the initial Contract Period is at the sole discretion of the Scottish Ministers.</p> <p>The Director confirms that the original tendered Schedule of Rates and prices apply to the Contract period and will be price adjusted in accordance with the Contract Price Fluctuation provisions as stated in the Contract.</p>
FTQNW025	<p>Please can the Director confirm the requirements for BS EN ISO 27001. Should it be introduced at Commencement of Service?</p> <p>Response</p> <p>The Director confirms the Operating Company shall comply with the requirements of British Standard EN ISO 27001 from the Commencement of Service Date.</p>