



# **M8 M73 M74 MOTORWAY IMPROVEMENTS**

**DBFO AGREEMENT**

**Schedule 2 - New Works Requirements**

**Part 1: General Requirements**

TS/MTRIPS/WKS/2011/04



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## **SCHEDULE 2**

### **NEW WORKS REQUIREMENTS**

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## SCHEDULE 2 - NEW WORKS REQUIREMENTS

### PART 1: GENERAL REQUIREMENTS

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## 1 Introduction

- 1.1 This Schedule 2 describes the New Works Requirements for the Design, construction and completion of the New Works.
- 1.2 Unless otherwise described all statements refer to the whole of the New Works.
- 1.3 Within these New Works Requirements and other parts of this Agreement, chainage is referred relative to the Reference Drawings as listed in Appendix 0/4 to Part 4 of these New Works Requirements.
- 1.4 Reference to left (L) and right (R) of chainage points is relative to the direction of increasing chainage in metres.
- 1.5 Within these New Works Requirements and all other parts of this Agreement, Reference Points are used to denote the position on the Reference Drawings as listed in Appendix 0/4 to Part 4 of these New Works Requirements.
- 1.6 Definitions
- 1.6.1 Defined terms used in these New Works Requirements are the same as those set out in this Agreement with the following additional defined terms:

**Apprentice** means an individual undertaking a vocational construction skills training course leading to the award of a Scottish Vocational Qualification (SVQ) Level 2 or equivalent qualification.

**Apprentice (existing)** means an individual already undertaking a vocational construction skills training course within the Company leading to the award of a Scottish Vocational Qualification (SVQ) Level 2 or equivalent qualification.

**Child** means any person less than 15 years of age unless local minimum wage law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If however, local minimum wage law is set a 14 years of age in accordance with developing country exceptions under ILO Convention No. 138, the lower age will apply.

**Child Labour** means a Child or Young Person, which does not comply with the provisions of the relevant ILO standards, for any work that is likely to be hazardous or to interfere with the Child's or Young Person's education, or to be harmful to the Child's or Young Person's health or physical, mental, spiritual, moral or social development.

**Graduate** means an individual who has completed their undergraduate degree and is undertaking a professional engineering training scheme recognised and accredited by a national professional body (such as the Institution of Civil Engineers) and leading to membership of the professional body at technician or chartered level or equivalent.

**ILO** means the International Labour Organisation

**Job Start** means a sustainable job start for an individual who has been long-term workless / unemployed / out of full time education or training for more than 25 weeks.

**Land Made Available by the Scottish Ministers for the New Works** means the land shown on the drawings listed in Appendix 0/4 to Part 4 of these New Works Requirements under the title "Land Made Available by the Scottish Ministers for the New Works".

**Placement Position** means a position intended to enable an individual to learn, develop or enhance their knowledge and skills in relation to the employment market that lasts between 11 days and 100 days and which includes elements of job coaching and support.

**Reference Drawings** means the set of drawings listed in Appendix 0/4 to Part 4 of these New Works Requirements under the title "Reference Drawings".

**Reference Points** means the points shown on the drawings listed in Appendix 0/4 to Part 4 of these New Works Requirements under the title "Reference Drawings".

**Responsible Procurement Plan** means the plan developed by the Company and submitted as part of his Final Tender Submission which describes the management processes and procedures for achieving compliance with the minimum requirements set out in sub-clause 22.1.

**Taster Position** means a position that is intended to introduce an individual to a specific industry, occupation or position and may have a duration between 1 day and 10 days.

**Work Experience** means a young person aged 14-19 undertaking a placement as part of the national curriculum or as a specific qualification such as Diploma programmes or Young Apprenticeship, Programme led Apprenticeships.

**Workforce Skills** means workforce training or development activity for full time employed individuals that form part of an accredited course of learning and development.

**Young Person** means an individual worker over the age of a "Child" and under the age of 18.

1.6.2 References in these New 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 New Works Requirements.

1.6.3 Except to the extent defined elsewhere in this Agreement, defined terms contained in these New Works Requirements shall have the meaning given to them in the DMRB as the context requires.

## 2 Design, Construction and Completion

2.1 Subject to the other provisions of this Agreement, the Design, construction and completion of the New Works shall comply with:

2.1.1 the DMRB;

2.1.2 the MCHW;

2.1.3 the Specification as found in Part 4 of these New Works Requirements;

2.1.4 The Design and Use of Directional Information Signs: Local Transport Note 1/94;

2.1.5 the Traffic Signs Regulations and General Directions 2002;

2.1.6 the Traffic Signs Manual

2.1.7 the Disability Discrimination Act Good Practice Guide for Roads (Transport Scotland);

2.1.8 the Certification Procedure; and

2.1.9 any other specific standards and otherwise referenced elsewhere in this Agreement.

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- 2.2 The Design, construction and completion of the New Works shall meet the requirements and, if relevant, be consistent with:
- 2.2.1 the Environmental Assessment Documents as listed in Schedule 8.
- 2.3 Subject to the provisions of this Agreement, the Company shall prepare and supervise the preparation of a Design sufficient to allow the construction and completion of the New Works which Design shall:
- 2.3.1 be developed from and be consistent with the Conceptual Design; and
- 2.3.2 comply with and be carried out in accordance with these New Works Requirements and the provisions of the Agreement.
- 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 New Works until the relevant pre-construction certificates (all relevant certificates necessary for the certification of the relevant part of the New Works Design) shall have been submitted to the Scottish Ministers in accordance with the Certification Procedure and the Scottish Ministers have acknowledged receipt of such pre-construction certificates.
- 2.6 Notwithstanding the other provisions of this Agreement, the Company shall consult and comply without limitation with those organisations identified in Appendix B to Part 2 of these New Works Requirements.
- The Company shall provide Consultation Certificates in accordance with the Certification Procedure in respect of this requirement.
- 2.7 Design Checker
- 2.7.1 The Design Checker shall be appointed by the Company, who shall submit names and details of the proposed Design Checker for approval in accordance with the Certification Procedure.
- 2.7.2 Once approval of the Design Checker is obtained, the Company shall appoint the Design Checker.
- 2.8 The Company shall appoint an Access Champion in accordance with the *Disability Discrimination Act Good Practice Guide for Roads (Transport Scotland)* who shall champion the needs of non-motorised users and disabled people and who shall ensure the Works are undertaken in accordance with the *Disability Discrimination Act Good Practice Guide for Roads (Transport Scotland)*.
- 3 General Requirements**
- 3.1 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.
- 3.2 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
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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 offers guarantees of safety, suitability and fitness for purpose equivalent to those offered by the standard which is specified in this Agreement.

3.3 Any requirement to use a material, article or testing which is defined by reference to a named supplier or manufacturer or a specified Quality Assurance Scheme or Agrément Board Certificate, or which is registered with or has otherwise received the approval of the Scottish Ministers shall be satisfied using material or an article which has received equivalent approval in another member state of the European Union provided that the material or article in question is as safe, suitable and fit for the relevant purpose as material, article or testing complying with the requirement as set out in this Agreement.

3.4 Existing materials, street furniture, or infrastructure may only be reused where such material fully satisfies the Specification and the relevant codes, schemes, and Certification Procedure and shall be clearly identifiable and accompanied by all relevant and necessary certificates before they shall be used in the New Works.

3.5 For the purposes of this Agreement best practice shall be applied at all times.

In the context of any part of the Design, where any ambiguity shall be raised by either:

3.5.1 the Company;

3.5.2 the New Works Contractor;

3.5.3 the Designer;

3.5.4 the Design Checker; or

3.5.5 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 matter shall be referred to the Dispute Resolution Procedure for determination.

#### **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 6 of these New Works Requirements.

4.2 Property Condition Surveys

4.2.1 The Company shall carry out a risk assessment of the effects the Design, construction and completion of the New 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 New Works in advance of any New Works commencing.

Notwithstanding any other provisions of this Agreement the Company shall arrange for property condition surveys to be carried out on the following:

- a) 6 Burnacre Gardens  
Uddingston, G71 7SU
- b) 18 Burnacre Gardens

Uddingston, G71 7SU

- c) The Innkeepers Lodge Hotel by Raith

Such surveys shall be carried out by a chartered structural engineer, with the details of the chartered structural engineer which the Company intends to use to carry out the surveys to 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 to be carried out prior to the commencement of any New Works.

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

- (ii) The second stage shall consist of post-construction completion condition surveys including photographic records to be carried out within 4 weeks after Final Completion.

Two copies of the post-construction completion condition survey records and reports shall be completed and forwarded to the Scottish Ministers within 8 weeks of Final Completion.

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.

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

## **5 Disruption During Construction**

5.1 The Company shall ensure that disruption to road Users and other third parties during construction and completion of the New Works shall be kept to the minimum possible.

The Company shall ensure that there shall be adequate alternative provision of an appropriate standard for all vehicular, non motorised Users and animal traffic to all existing roads, footways, accesses, premises and otherwise either adjacent to or affected by the New Works.

5.2 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 and completion of the New 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;
- 6.1.2 Glasgow City Council;
- 6.1.3 North Lanarkshire Council;
- 6.1.4 South Lanarkshire Council;
- 6.1.5 Police Scotland;
- 6.1.6 South East Management Unit; and
- 6.1.7 South West Management Unit;

as appropriate on all Temporary Traffic Management Schemes.

The Company shall provide Consultation Certificates in accordance 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 Police Scotland;

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.

6.3 Prior to works which will involve trafficking on the hard shoulder the Company shall provide an assessment of the hardshoulder pavement to demonstrate the suitability of the hardshoulder for the proposed trafficking to the satisfaction of the Scottish Ministers. This submission shall be provided as part of any traffic management proposal to the Scottish Ministers in accordance with Schedule 2 Part 4 Appendix 1/17 where this is required or otherwise as a specific submission to Scottish Ministers prior to implementing the works.

## **7 Description of the New Works**

7.1 The New Works shall comprise the Design, construction, completion and finance of a new section of the M8 motorway between Baillieston and Newhouse, an improved M74 Junction 5 (Raith) and widening of existing carriageways of lengths of the M8, M73 and M74;consisting of, but not limited to, the following:

### **7.1.1 M8 Baillieston to Newhouse**

- (i) construction of approximately 10 km of new dual 2, 3 and 4 lane motorway with hardshoulders of which approximately 5 km shall be offline and approximately 5 km shall be an online upgrade of the existing A8 trunk road;
- (ii) construction of approximately 10 km of dual two-lane all purpose road incorporating approximately 5 km of the existing A8 trunk road;
- (iii) construction of 3 new grade separated motorway junctions, at Shawhead, Eurocentral and Chapelhall, and amendment of two existing motorway junctions, at Baillieston and Newhouse;
- (iv) construction and improvements of structures, including two new major

railway bridges and amendment of other railway bridges and a major motorway crossing of the North Calder Water;

- (v) demolition and replacement of existing motorway and trunk road bridge structures;
- (vi) construction of approximately 16 km of pedestrian/cycle path;
- (vii) new access roads and side roads and realignment of existing side roads

#### 7.1.2 M74 Junction 5 (Raith)

- (i) construction of approximately 1.5 km of a realignment of the A725;
- (ii) construction of a new underpass structure to allow a direct link road for the A725 trunk road to cross below the existing M74 Junction 5;
- (iii) construction of three new bridges at the M74 Junction 5, one bridge structure carrying the M74 and two bridge structures carrying the Raith roundabout north and south of the M74;
- (iv) construction of a realigned Raith roundabout on the south side of the M74;
- (v) construction of a new link road between the B7071 and Raith roundabout with a signalised junction at the A725 eastbound off slip;
- (vi) construction of modifications to the existing M74 slip roads;
- (vii) demolition and replacement of the Bothwell park Farm Access Road Bridge over the M74, between Bothwell Services and the M74 Junction 5;
- (viii) construction of new pedestrian/cyclist bridges over the Raith roundabout to the north and south of the M74 and improvements to pedestrian/cyclist paths;
- (ix) new access roads and side roads and realignment of existing side roads;
- (x) construction of flood alleviation storage ponds

#### 7.1.3 M8 , M73 M74 Network Improvements

- (i) construction of widened motorway carriageways, principally by an additional lane, over existing motorway carriageways at the following locations:
  - M8 eastbound carriageway from Junction 10, Springhill to Junction 8, Baillieston Interchange;
  - M73 northbound and southbound carriageways between Baillieston Interchange and Maryville Interchange;
  - M74 northbound and southbound carriageways from east of Junction 2, Carmyle to Junction 5, Raith; and
  - M74 southbound carriageway between Junction 5, Raith and Junction 6, Hamilton.
  - construction of new road layout at M74 Junction 3 Daldowie, including a new slip road to the northbound M73;
  - construction of widening works to three M74 underbridges;
  - demolition and replacement of the accommodation bridge over the M73, to the south of Baillieston Interchange

7.1.4 works to structures requiring significant interface with Network Rail; including a

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- major new railway bridge over the M8 at Braehead and a new M8 bridge over the railway at Orchard Farm and several other improvements to bridges over railways;
- 7.1.5 significant interface with major Utilities' diversion works; including major gas pipe diversions at Shawhead, Baillieston and Raith restricting access to these parts of the Site, and several other water and telecommunications diversions;
- 7.1.6 new carriageway drainage incorporating sustainable urban drainage systems (SUDS) facilities;
- 7.1.7 significant environmental mitigation and enhancement works as described in the Environmental Assessment Documents;
- 7.1.8 earthworks and ground improvement works, including mining stabilisation grouting works;
- 7.1.9 an Intelligent Transport System (ITS) across the Project network, including communications infrastructure, electrical work, variable message signs, gantries and the like;
- 7.1.10 traffic management;
- 7.1.11 accommodation works; and
- 7.1.12 all other works generally associated with a motorway and trunk road scheme

## **8 Land Made Available by the Scottish Ministers for the New Works**

- 8.1 The extent of the land made available by the Scottish Ministers for the purposes of constructing the New Works shall be as shown on the Land Made Available by the Scottish Ministers for the New Works drawings as listed in Appendix 0/4 to Part 4 of these New Works Requirements.

Details of the limitations on use of the Land Made Available by the Scottish Ministers for the New Works shall be as contained in Appendix 1/7 to Part 4 of these New Works Requirements and the other provisions of this Agreement.

Any other information shown on the Land Made Available by the Scottish Ministers for the New Works drawings including survey information and otherwise shall be for information only.

Such other information shall be unwarranted by the Scottish Ministers and does not form a part of this Agreement.

- 8.2 Where any Consents or otherwise shall be required as a result of the Design or any part of the Design for any part of the New Works, these shall be obtained by the Company from the Relevant Authority and submitted to the Scottish Ministers prior to construction, completion and maintenance of that affected part of the New Works proceeding.
- 8.3 The Company shall consult and comply with the requirements of Transport Scotland, in connection with the location of permanent fencing and Accommodation Works fencing for the New Works Site.
- The Company shall provide Consultation Certificates in accordance with the Certification Procedure in respect of this requirement.
- 8.4 The Company shall consult and comply with the requirements of:
- 8.4.1 Glasgow City Council;
- 8.4.2 North Lanarkshire Council; and

- 8.4.3 South Lanarkshire Council;  
as appropriate, with respect to working hours and the control of noise and vibration as detailed in Appendix 1/9 to Part 4 of these New Works Requirements.

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

## **9 Licences Approvals and Otherwise**

- 9.1 The Company shall not have either possession or right of entry onto land owned or reputed to be owned by either:

9.1.1 Network Rail; or

9.1.2 any other third party

until any necessary licences, approvals and otherwise shall have been granted in writing by either Network Rail or any other third party.

- 9.2 The Company shall consult, comply and negotiate with either Network Rail or any other third party to obtain the necessary licences, approvals and otherwise to enable the construction and completion of the New Works.

In this respect the Company shall also refer to Appendix 1/7 to Part 4 of these New Works Requirements.

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

- 9.3 The Company shall consult and comply with the requirements of SEPA 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 New Works.

## **10 Access to the New Works Site**

- 10.1 All roads and accesses affected by the New Works shall be retained and kept operational throughout the period of the New Works until alternative suitable means of access are provided in accordance with Appendix 1/17 and Appendix 1/18 to Part 4 of these New Works Requirements.

- 10.2 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.

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

- 10.4 Road access to the New Works Site shall be gained solely via classified roads

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- subject to the requirements of Appendix 1/19 to Part 4 of these New Works Requirements.
- 10.5 Access to the New Works Site from public roads shall be subject to the requirements of Appendix 1/17 to Part 4 of these New Works Requirements.
- 10.6 Notwithstanding the other provisions of this Agreement, the Company may gain entry to the New 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 10.1 and 10.2.
- 10.7 The Company shall bear full responsibility for negotiating, paying for and bearing all costs relating to these accesses and for any matters arising with parties who consider themselves to be affected by these accesses.
- 10.8 The Company shall assess the potential environmental impacts of any such access and ensure that any adverse environmental impact shall be avoided.
- 11 Orders**
- 11.1 Notwithstanding any other provisions of this Agreement, where the Company enacts either further Orders or Environmental Assessment Documents to accommodate the Design, construction and completion of the New Works, the Company shall be responsible for:
- 11.1.1 any additional time and cost for Design, construction and completion of the New Works, wayleaves, material procurement and otherwise;
- 11.1.2 any other associated work and/or risks; and
- 11.1.3 all other costs and profit including those required by the Undertakers in connection with privately and publicly owned Apparatus and otherwise.
- 12 Accommodation Works**
- 12.1 The Company shall obtain all permissions which are required to enable the Accommodation Works to proceed and shall consult and comply with relevant landowners, tenants, occupiers and other authorised users in connection with the provision of Accommodation Works as referred to in Appendix 1/15 to Part 4 of these New Works Requirements.
- The Company shall provide Consultation Certificates in accordance with the Certification Procedure in respect of this requirement.
- 12.2 The Design shall ensure that Accommodation Works are completed as early as practicably possible during the New Works.
- 12.3 At least seven days prior to entering any areas of land, the Company shall provide written notice to the owner and occupier of the land advising of the proposed date of entry, together with a programme for completing all Accommodation Works on the land. The owner and occupier of the land shall be kept fully informed of the progress for completing any Accommodation Works.
- 13 Public and Private Roads Accesses and Public and Private Rights of Way**
- 13.1 The Company shall consult and comply with Relevant Authorities in connection with

alterations to public and private roads, accesses and public and private rights of way.

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

13.2 All public and private roads, accesses and public and private rights of way affected by the New Works shall be retained and maintained throughout the period of the New Works until alternative suitable means of access shall be provided by the Company.

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

13.4 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 and private rights of way affected by the New Works.

13.5 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 road or access.

The Company shall assess the environmental impacts of the proposed changes to the New Works and ensure that all reasonable measures are taken to avoid or mitigate adverse environmental impacts.

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.

## **14 Community Relationships and Liaison**

14.1 The Company shall be deemed to be aware that within sections of the local communities in the vicinity of the New Works and within other groups there exists opposition towards the Design, construction and completion of the New Works which may manifest itself by public protests, vandalism, hindrance, disruption, site occupation, demonstrations, adverse publicity and otherwise.

14.2 In the event that such actions occur, the Company's rights and obligations in this regard shall be subject to the terms and provisions set out in this Agreement.

14.3 Where there is the requirement for the procurement of security industry services through any contract or subcontract the Company shall ensure that any contractor or subcontractor be registered with the Security Industry Authority (SIA) Approved Contractors Scheme for the category of service being provided / performed under the contract or subcontract. Additional information with suggested contractual language to be incorporated can be found in the "*Scottish Procurement Policy Note SPPN 2/2010 dated 17<sup>th</sup> February 2010*".

14.4 Notwithstanding any other provisions of this Agreement, throughout the duration of the Design, construction and completion of the New Works the Company shall consult and comply with Police Scotland on a regular and as necessary basis with regard to the security and protection of:

14.4.1 the New Works;

14.4.2 all persons entitled to be upon the New Works Site; and

14.4.3 the New Works Site.

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

14.5 The Company shall at all times maintain liaison procedures with all public bodies and local residents who have a legitimate interest in the Project and/or who are directly affected by its construction.

These bodies shall include, but shall not be limited to community councils within Glasgow City Council, North Lanarkshire Council and South Lanarkshire Council areas.

14.6 A Liaison Officer shall be appointed by the Company throughout the duration of the New Works in accordance with Part 8 of these New Works Requirements.

14.7 Notification shall be given, and public advertisements made to public bodies and local residents, in all circumstances where disruption or concern shall be likely to be caused, including, but not limited to, the commencement of any New 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.

14.8 Notwithstanding the other requirements of this Agreement, the Company shall liaise with:

14.8.1 Traffic Scotland;

14.8.2 AA Roadwatch;

14.8.3 Radio Scotland;

14.8.4 local roads networks; and

14.8.5 Traffic Link;

with regard to planned works, lane closures and exceptional lane closures.

## **15 Payment of Fees and Compliance with Undertakers and Other Owners of Apparatus**

15.1 The Company shall:

15.1.1 give all notices;

15.1.2 take all actions; and

15.1.3 pay all fees;

required to be given or paid by any statutory requirements in relation to the execution of the New Works and by the rules and regulations of Undertakers and other owners of Apparatus and/or Relevant Authorities whose property or rights are or may be affected in any way by the New Works.

## **16 Quality Assurance**

16.1 The Company shall institute and maintain a Quality System complying with the requirements of Schedule 5 for the purpose of ensuring and demonstrating that all aspects of the New Works are carried out fully in conformity with the relevant provisions of this Agreement.

## **17 General Road Safety Audit Requirements**

### **17.1 General**

17.1.1 Road Safety Audits shall be carried out in accordance with the DMRB as amended

by the requirements below.

- 17.1.2 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.

## **17.2 Safety Audit Team**

- 17.2.1 The Company shall request approval of the Road Safety Auditor, together with the names and curriculum vitae of the proposed Safety Audit Team, in accordance with the Certification Procedure.

- 17.2.2 Once approval of all the Road Safety Auditor and all prospective members is obtained, the Company shall appoint the Road Safety Auditor which will appoint the Safety Audit Team in accordance with paragraph 17.2.1.

- 17.3 For the purposes of the DMRB: TD 19 the "Project Sponsor" shall be construed in the Agreement as meaning the Company.

- 17.4 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.

## **17.5 Stage 1 Road Safety Audit**

- 17.5.1 The Conceptual Design shall include a completed Stage 1 Road Safety Audit .

- 17.5.2 Any proposal by the Company to vary the Conceptual Design shall be the subject of a Stage 1 Road Safety Audit in accordance with the Certification Procedure.

## **17.6 Stage 2 Road Safety Audit**

- 17.6.1 The Design for the New Works shall, on its completion and before commencement of construction, be subject 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.

- 17.6.2 These zones of interest may be further divided into packages for sections of the New Works if agreed in writing by the Scottish Ministers.

- 17.6.3 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.

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

17.6.5 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 Director, as defined in HD19 of the DMRB, with respect to issues detailed in the Exception Report, as defined in HD19 of the DMRB;

have been incorporated in the Design or Design Element.

### **17.7 Stage 3 Road Safety Audit**

17.7.1 The Company shall carry out a Stage 3 Road Safety Audit immediately prior to any part of the New Works to be opened to traffic without TTMS and prior to the Company issuing a Substantial Completion Certificate for the relevant part of the New Works. The Road Safety Audit Stage 3 shall be carried out in connection with the full extent of any part if the New Works proposed to be opened to traffic without TTMS and for issue of a Substantial Completion Certificate.

17.7.2 The Company shall include a Stage 3 Cycle Audit with the Stage 3 Road Safety Audit, as described in paragraph 19.4.

17.7.3 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 Scottish Ministers Trunk Road South East and South West Management Units, as appropriate; and
- (v) the Designers;

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

17.7.4 Notwithstanding any other requirements of the DMRB, any views or observations made at the Road Safety Audit Stage 3 by the Scottish Ministers, the Police and any Relevant Authority shall be recorded in the Road Safety Audit Stage 3.

17.7.5 Before any part of the New Works is opened to traffic without TTMS and before a Substantial Completion Certificate is issued, the Company shall incorporate into the New 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 Director, as defined in HD19 of the DMRB, with respect to issues detailed in the Exception Report, as defined in HD19 of the DMRB.

#### **17.8 Stage 4 and Stage 5 Road Safety Audits (1 and 3 years after Completion)**

- 17.8.1 A Stage 4 and Stage 5 Road Safety Audit shall be carried out on all of the New Works in accordance with the DMRB.
- 17.8.2 A Stage 4 and Stage 5 Road Safety Audit report shall be prepared which 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.
- 17.8.3 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 completion.
- 17.8.4 The Company shall incorporate into the Design and the New Works those recommendations identified for his action in the Stage 4 and Stage 5 report including, but not limited to:
- (i) alternative solutions to the safety issues raised which have been agreed in writing by the Safety Audit Team; and
  - (ii) any decision of the Director, as defined in HD19 of the DMRB, with respect to issues detailed in the Exception Report, as defined in HD19 of the DMRB.
- 17.8.5 Notwithstanding any other requirements of this Agreement, additional Design and works resulting from the recommendations of the Road Safety Audit Stage 4 and Stage 5 shall be carried out by the Company at its own expense.

#### **17.9 Road Safety Audits for Temporary Traffic Management Schemes**

- 17.9.1 Road Safety Audits Stage 2 and Stage 3 shall be carried out on Temporary Traffic Management Schemes that are judged by the Company, following discussions with:
- (i) Glasgow City Council
  - (ii) North Lanarkshire Council;
  - (iii) South Lanarkshire Council;
  - (iv) Transport Scotland; and
  - (v) the Police;
- to be sufficiently complex or major to require audit.
- The Company shall provide Consultation Certificates in accordance with the Certification Procedure in respect of this requirement.
- 17.9.2 Notwithstanding the provisions of Section 17.7.1 the Company shall also undertake audits of TTMS wherever instructed to do so by the Scottish Ministers
- 17.9.3 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 Road Safety Audits Stage 3 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 4 of these New Works Requirements.

- (iii) At the audit the Safety Audit Team 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 Audit Team within no more than 12 hours of receipt of that advice.

### **17.10 Cycle Audit**

- 17.10.1 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.
- 17.10.2 Where the Company proposes any deviation from the requirements of Section 1.8 and Appendix D of Part 2 of these New Works Requirements, the Company shall undertake a Stage 1 Cycle Audit in compliance with the requirements of *Cycling By Design* (Transport Scotland, June 2010).
- 17.10.3 For the avoidance of doubt, the Company shall undertake the Stage 2 Cycle Audit prior to the construction of any cycle facilities and any affected Works
- 17.10.4 The Company shall integrate the Stage 3 Cycle Audit with the Stage 3 Road Safety Audit as a supplementary procedure.

### **18 Departures**

- 18.1 Where the Company proposes to incorporate a Departure within the Design of the New Works, 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 Roads and Bus Operations.
- 18.2 The Company may seek a Departure where it can be shown that the safety of the Users, operational effectiveness and Design life are not compromised and that the General Requirements contained in this Part 1 of these New Works Requirements shall still be satisfied.
- 18.3 Applications by the Company for a Departure shall be made in accordance with the Certification Procedure.

### **19 Superintendence by Company**

- 19.1 Notwithstanding the other provisions of this Agreement the Company shall supervise and witness the construction and completion of the New Works, and such supervision shall be independent of the supervision of the Designer and the New Works Contractor.
- In doing so the Company shall ensure an adequate level of supervisory staff shall be present on the New Works Site at all times to carry out such supervision duties required under this Agreement commensurate with the level and type of construction works being carried out at any particular time.
- 19.2 Notwithstanding the other provisions of this Agreement, the Company shall ensure that the Designer shall supervise and witness the construction and completion of the New Works sufficient to permit the Designer to sign all the relevant Construction Certificates referred to in the Certification Procedure.
- 19.3 In doing so the Company shall ensure that the Designer has the minimum levels of supervisory staff referred to in paragraph 19.4.

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- This shall be the minimum staffing levels for the Designer's supervision of the New Works and shall be in addition to the Company's and the New Works Contractor's supervisory staff on the New Works Site.
- 19.4 Notwithstanding the other provisions of this Agreement, the Company shall ensure that a minimum of 22 staff from the Designer's organisation(s), shall be based on the New Works Site at all times throughout the period of the construction and completion of the New Works unless otherwise consented to in writing by the Scottish Ministers, as detailed in paragraph 19.5.
- 19.5 The minimum experience and qualifications for the Designer's organisation(s) on-site core witnessing and supervisory staff identified in paragraph 19.4 shall be as all of the following:
- 19.5.1 1 Number Designer's Site Representative (DSR);
- (i) a chartered civil engineer with a minimum of 10 years relevant experience of site supervision as a Designer's site representative within the Design, construction and completion process;
- 19.5.2 3 Number Deputy Designer's Site Representative (DDSR)
- (i) chartered civil engineers with a minimum of 5 years relevant experience of site supervision as a Designer's site representative within the Design, construction and completion process;
- 19.5.3 7 Number Assistant Designer's Site Representative (ADSR);
- (i) civil engineers with a minimum of 3 years relevant experience of site supervision as a Designer's site representative within the Design, construction and completion process;
- 19.5.4 9 Number experienced and competent engineering works inspectors/clerk of works;
- (i) minimum 5 years experience in the supervision of large civil engineering projects. At least 3 Number inspectors shall have a minimum of 10 years experience of supervision of Structures construction, at least 2 Number inspector shall have a minimum of 10 years experience of supervision of pavement construction and at least 2 Number inspectors shall have a minimum of 10 years experience of supervision of earthworks construction;
- 19.5.5 1 Number Environmental Advisor
- (i) the Environmental Advisor shall be suitably qualified and experienced and shall supervise compliance with all environmental aspects of the Agreement.
- (ii) the Environmental Advisor shall be based on Site full time during the construction and completion of the Newl Works.
- 19.5.6 1 Number landscape clerk of works;
- (i) minimum 3 years experience in the supervision of the landscape works.
- 19.6 The Company shall not be permitted to commence any New Works without adequate representation on the New Works Site by the Designer's organisation(s).
- 19.7 In addition to and to support the Designer's supervisory staff detailed in paragraphs 19.4 and 19.5, the Company shall also ensure that the Designers supervisory staff include the following:
- 19.7.1 a suitably qualified geotechnical / geological engineer who shall supervise works to consolidate mine workings and other subsurface voids;
- 19.7.2 a suitably qualified geotechnical engineer who shall supervise general earthworks

- operations including but not limited to dewatering operations at Raith Underpass.
- 19.7.3 a chartered archaeologist who shall supervise compliance with all cultural heritage provisions of this Agreement;
- 19.7.4 a geological clerk of works who shall supervise compliance with all geological provisions of this Agreement;
- 19.7.5 a chartered landscape architect who shall attend the New Works Site regularly throughout the Establishment Period and report in accordance with sub-Clause 3001.14 of Volume 1 of the MCHW.

Not more than two weeks after each visit the chartered landscape architect shall make written recommendations to the Company regarding deficiencies and opportunities for improving the landscape maintenance and exploiting environmental opportunities that become apparent during the Establishment Period to enhance biodiversity and reduce pesticide application.

A copy of the chartered landscape architect's written recommendations shall be provided simultaneously to the Scottish Ministers.

The chartered landscape architect shall confirm, without limitation, the requirements for plant replacement, establishment of woodland, shrub and hedgerow planting and all seeded grassland and wildflower areas and remedial works associated with the landscape Design.

The recommendations of the Company's chartered landscape architect shall be carried out by the Company.

- 19.7.6 additional engineer(s) and inspector(s) and otherwise for specialist works during the periods when such specialist works shall be undertaken.
- the Designer's organisation(s) supervisory staff detailed in 19.7.1 to 19.7.5 inclusive, shall have, as a minimum, 3 years experience of site supervision within a commensurate sized civil engineering contract.

## **20 Sustainability, Energy and Carbon Management**

### **20.1 General Sustainability Roles and Responsibilities**

- 20.1.1 The Company shall appoint a person with suitable experience in the delivery of sustainability measures on major infrastructure projects to act as the sustainability manager for the New Works. The appointment of this person shall be subject to the written approval of the Scottish Ministers.
- 20.1.2 The sustainability manager shall work with the Scottish Ministers to develop, manage and maximise the delivery of sustainability initiatives as part of the Project.

### **20.2 Reporting**

- 20.2.1 The sustainability manager shall produce a sustainability progress report for discussion at the monthly progress meeting with the Scottish Ministers. The sustainability progress report shall include but not be limited to the following:
- (i) information on progress in delivering sustainability objectives and targets through the tracking of appropriate indicators, throughout the period between the Effective Date and the date of the Final Completion Acceptance Notice issued by the Scottish Ministers pursuant to Sub-Clause 26 of the Agreement;
  - (ii) sustainable materials planning (to include a comparison between estimated material quantities and quantities actually used, with a monthly report on the progress in delivering targets);

### **20.3 Training, Communications and Awareness**

- 20.3.1 The Company shall develop a training and communications programme to ensure that all operatives, staff and sub-contractors are aware of the sustainability, energy and carbon management objectives and targets associated with the Project and their responsibilities in this regard, and of any Site-specific issues.
- 20.3.2 The training and communications programme shall cover all the relevant elements associated with the following areas:
- (i) Energy Management
  - (ii) the Sustainable Resource Management Framework;
  - (iii) the Materials Plan;
  - (iv) the Responsible Sourcing Code of Practice;
  - (v) the Code of Practice for the Sustainable Use of Soil;
  - (vi) the Green Travel Plan; and
  - (vii) biodiversity protection and enhancement.

### **20.4 Sustainability, Innovation and Best Practice**

- 20.4.1 The Company shall produce a project log during the construction and completion of the New Works that shall identify any lessons learned with regards to the use of sustainable measures and associated best practice techniques. The Company shall review such measures on a monthly basis in conjunction with the Scottish Ministers, and shall take appropriate steps to improve the procedures and strategies associated with their implementation where appropriate. The outcomes from each monthly review shall be presented to the Scottish Ministers as part of the sustainability project report defined in Section 20.2.

### **20.5 Materials Specification**

- 20.5.1 The Company shall produce a Materials Register that sets out the key characteristics of the materials to be used within the New Works, including, but not limited to:
- (i) sourcing;
  - (ii) durability;
  - (iii) recyclability;
  - (iv) ease of disassembly;
  - (v) hazardous properties; and
  - (vi) maintenance requirements.
- 20.5.2 This register will form the basis of addressing the following objectives:
- (i) to minimise to the extent reasonable and practicable throughout the New Works the amount of materials used, maximise the re-use of materials and prevent the unnecessary production of waste;
  - (ii) to minimise to the extent reasonable and practicable the contribution made to the depletion of finite resources from the materials used throughout the New Works;
  - (iii) to minimise to the extent reasonable and practicable throughout the New Works the use of hazardous materials and the impacts of any used; and
  - (iv) to maximise to the extent reasonable and practicable throughout the New

Works the use of materials and components that can be readily disassembled and re-used.

20.5.3 The Company shall register with the Zero Waste Scotland programme within 30 days of the Effective Date, and work with Zero Waste Scotland to identify opportunities for optimising the use of recycled materials in the New Works.

20.5.4 The Company shall harmonise materials use with the Waste Management Plan identified in Schedule 5 to the Agreement in order to maximise the re-use of materials on the New Works Site.

## **20.6 Materials and Resource Sourcing**

20.6.1 The Company shall produce a Responsible Sourcing Code of Practice for the New Works based on the BRE Sustainability Standard – BES 6001: Issue 2 Framework Standard for the Responsible Sourcing of Construction Products. This shall set out key principles and guidance in relation to supply chain management, stakeholder engagement, management systems and site stewardship relevant to the New Works.

20.6.2 The Company shall ensure that the Responsible Sourcing Code of Practice is in place within one month of the Effective Date and continually implemented until the date of the Final Completion Acceptance Notice issued by the Scottish Ministers pursuant to Clause 26 of the Agreement and that it is implemented and adhered to. The code of practice shall ensure that the following objectives are met:

- (i) to source all materials responsibly; and
- (ii) to ensure that all timber-based products (either temporary or permanent) are sourced from Forest Stewardship Council certified (or equivalent) sustainably managed forests.

## **20.7 Transportation of Materials**

20.7.1 The Company shall prepare a materials transportation strategy that shall ensure that the impacts of transport (impacts caused by the transportation of materials to and from the New Works Site) are kept to a minimum.

20.7.2 The Company shall give consideration to more sustainable forms of freight transport, including transportation by rail or sea. Where freight is to be transported by road, the Company shall demonstrate, where required by the Scottish Ministers, that due consideration has been given to efficient route planning.

## **20.8 Storage and Handling of Materials**

20.8.1 The Contractor shall produce, as part of the Waste Management Plan, a soil and associated materials handling and management plan to minimise the impact of soil and materials storage and handling on the environment. This shall be based on the Code of Practice for the Sustainable Use of Soil published by DEFRA in 2009.

20.8.2 The Contractor shall:

- (i) clearly identify all soil resources, grades of earthworks, fill and aggregate materials;
- (ii) design appropriate storage areas for each category of soil, fill and aggregate material;
- (iii) plan the location of storage areas to minimise transportation movements on the Site;
- (iv) screen designed storage areas for environmental risk;
- (v) ensure all stockpiles have suitably designed protection (e.g. seeding to

- prevent erosion); and
- (vi) find a sustainable use for any surplus soils on the Site (both topsoil and subsoil).
- 20.8.3 The Company shall use appropriate storage methods for any construction materials.
- 20.8.4 The Company shall, where reasonable and practicable, select plant for use on Site which minimises the environmental impacts experienced. The impacts to be considered include, but are not limited to, material transfer, compaction and waterlogging.
- 20.8.5 The Company shall clearly explain and communicate the Code of Practice for the Sustainable Use of Soil and accompanying method statement to all relevant staff. Compliance with this code shall be checked and verified by the Company.
- 20.9 Carbon Footprint Calculations**
- 20.9.1 The Company shall calculate an embodied carbon footprint for the New Works and provide a baseline carbon footprint to the Scottish Ministers within 60 days of the Effective Date.
- 20.9.2 The Company shall utilise and maintain the carbon calculator contained within the Transport Scotland Carbon Management System (“CMS”) to monitor the embodied carbon footprint of the New Works.
- 20.9.3 During the construction and completion of the New Works, the Company shall track any deviations from the estimated carbon footprint calculated. Should any deviation occur which increases the carbon footprint being generated, the Company shall, to a reasonable and practicable extent, take appropriate actions to generate a corresponding reduction in the footprint.
- 20.10 Energy Management**
- 20.10.1 The Company shall consider the energy consumption of the New Works during construction and formulate an energy management plan. This shall demonstrate actions taken to:
- (i) use energy efficient plant (after consideration of the use and maintenance of construction plant); and
- (ii) run an energy efficiency programme on Site (e.g. cutting out unnecessary heating, switch-off campaigns etc).
- 20.10.2 The Company shall maintain all construction plant and ancillary equipment to maximise fuel efficiency and minimise as far as practicable carbon emissions.
- 20.10.3 The Company shall explore opportunities for using energy derived from renewable (i.e. low- or zero-carbon) resources during construction and where practicable implement them.
- 20.11 Renewable Energy Strategy**
- 20.11.1 The Company shall develop an Operational Energy Plan detailing the energy requirements for the construction and completion of the New Works.
- 20.12 Waste Management**
- 20.12.1 The Company shall produce a Waste Management Plan as specified in Schedule 5 to the Agreement. This shall cover all the regulatory and best practice requirements relating to the planning and delivery of Site waste management.
- 20.12.2 The Company shall have a specific documented approach to waste minimisation
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that will feature in the Waste Management Plan to ensure that no unnecessary waste arisings go to landfill. This will contain targets to reduce, re-use and / or recycle waste.

- 20.12.3 The Company shall, to the extent reasonable and practicable, ensure that effective waste minimisation and management shall also be delivered. Where appropriate, this shall be achieved through any arrangements made with Zero Waste Scotland.

## **20.13 Water Management During Construction**

- 20.13.1 The Company shall consider the use of a rainwater recovery system in the design of any main construction compound and any satellite compounds required to facilitate the New Works. The design of this system shall include features to recover rainwater from all roofs and hardstandings. Where the implementation of such a system is not deemed viable, the Company shall justify the grounds for this decision in writing and seek agreement from the Scottish Ministers in writing.

## **21 Payment of Electrical Energy Charges**

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

## **22 Staff and Labour**

### **22.1 Scottish Ministers' Consent**

- 22.1.1 All persons appointed to principal site-based roles throughout the New Works shall be subject to the written consent of the Scottish Ministers which shall not be unreasonably withheld. Principal site-based roles shall include:
- (i) liaison (including the Liaison Officer, the Landowner Liaison Officer, and the Community Liaison Officer);
  - (ii) health and safety;
  - (iii) traffic management (including the Traffic Safety and Control Officer);
  - (iv) sustainability; and
  - (v) Company supervision.

### **22.2 Training and Employment Opportunities**

- 22.2.1 The Company shall secure the creation of, and maintain until the date of the issue of the, Final Completion Acceptance Notice the following training opportunities in connection with the New Works:
- (i) a minimum of 20 vocational training (Apprentice) Site based places (average per annum) for persons undertaking a vocational construction skills training course leading to the award of a Scottish Vocational Qualification (SVQ) Level 2 or equivalent qualification; and
  - (ii) a minimum of 10 professional (**Graduate**) training Site-based places (average per annum) for persons undertaking a professional engineering training scheme recognised and accredited by a national professional body

(such as the Institution of Civil Engineers) and leading to membership of the professional body at technician or chartered level or equivalent.

- 22.2.2 The Company shall secure the creation of, and maintain until the date of the issue of the, Final Completion Acceptance Notice at least 20 permanent, Site-based, full time equivalent employment construction opportunities (average per annum) in connection with the New Works which are aimed specifically at people who have not been in employment for at least 25 weeks (**Job Start**) prior to being employed in relation to the New Works (excluding people who were in full time education prior to employment). Such persons engaged pursuant to this Sub-Clause 22.1.2 shall not also count towards the number of persons whom the Company is obliged to engage pursuant to Sub-Clause 22.1.1.
- 22.2.3 Notwithstanding the above the Company shall endeavour to provide additional short duration training and work experience opportunities in the form of Placement Positions, Taster Positions and Work Experience in particular aimed at young and local individuals. .
- 22.2.4 The Company shall procure that all Site-based employment opportunities (including those with Subcontractors) are notified to job centres (including local job centres) at the time they become available.
- 22.2.5 The Company shall ensure that all contracts with Subcontractors and Suppliers which the Company intends to procure following the Effective Date, and which the Company has not already planned to award to a particular Subcontractor or Supplier when preparing his Final Tender are advertised through the Public Contracts Scotland procurement portal ([www.publiccontractsscotland.gov.uk](http://www.publiccontractsscotland.gov.uk)).

The Company shall submit to the Scottish Ministers with each monthly progress report details which are sufficient for the purposes of:

demonstrating the Company's compliance with his obligations under Sub-Clause 22.1 [Training and Employment Opportunities] (including in respect of each employee of the Company and his sub-contractors the postcode area and district of his or her home address (rather than a local accommodation address) together with details of his or her gender, ethnic origin, time since last employment or full time training programme prior to commencing work at the Site, and any registered training programme being undertaken by him or her; and

reporting shall include, as a minimum, a table similar to the format given below.

Apprentice (new)	Job Starts	Graduate Training Scheme	Apprentice (existing)	Placement Positions	Taster Positions	Workforce Skills	Work Experience
Number	Number	Number	Number (maximum 50% of the total number of Apprentice placements.	Number of Placement Positions and working days in one month / year	Number of Taster Positions and working days in one month / year	Number of training or development activity days in one month / year	Number of Work Experience placements and working days in one month / year

## 22.3 Skills Pledge

- 22.3.1 The Company shall sign and comply with the M8 M73 M74 Motorway Improvements Skills Pledge (set out in Appendix A) and return the same to the

Scottish Ministers within 30 days of the Effective Date, demonstrating the Company's commitment to the development of the skills and qualifications of its workforce, supply chain and the Local Community. The Company shall procure that its subcontractors and suppliers of any tier sign and comply with the M8 M73 M74 Motorway Improvements Skills Pledge under this Agreement prior to commencing the Project.

## **22.4 Ethical Sourcing Practices**

22.4.1 The Company shall ensure that in carrying out its obligations under this Agreement, it complies with the following minimum requirements (derived from the Ethical Trading Initiative (ETI) Base Code) and shall use reasonable endeavours to ensure that subcontractors and suppliers of any tier comply with these minimum requirements:

22.4.2 Employment is freely chosen:

- (i) There is no forced, bonded or involuntary prison labour;
- (ii) workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice;

22.4.3 Freedom of association and the right to collective bargaining are respected:

- (i) workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively;
- (ii) the employer adopts an open attitude towards the activities of trade unions and their organisational activities;
- (iii) workers representatives are not discriminated against and have access to carry out their representative functions in the workplace; and
- (iv) where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder the development of parallel means for independent and free association and bargaining;

22.4.4 Working conditions are safe and hygienic:

- (i) a safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment;
- (ii) workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers;
- (iii) access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided;
- (iv) accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers; and
- (v) the company shall assign responsibility for health and safety to a senior management representative;

22.4.5 Child labour shall not be used:

- (i) There shall be no recruitment of Child Labour;
- (ii) Children and Young Persons shall not be employed at night or in hazardous

conditions; and

- (iii) These policies and programmes shall conform to the provisions of the relevant ILO standards;

22.4.6 Living wages are paid:

- (i) Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income;
- (ii) All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid; and
- (iii) Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded;

22.4.7 Working hours are not excessive:

Working hours comply with national laws and benchmark industry standards, whichever affords greater protection;

22.4.8 No discrimination is practised:

There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation;

22.4.9 Regular employment is provided:

- (i) To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice; and
- (ii) Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, subcontracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed term contracts of employment; and

22.4.10 No harsh or inhumane treatment is allowed:

- (i) Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.
- (ii) The Company shall manage and monitor adherence to these requirements throughout its supply chain and it shall report any non-compliance and remedial actions to the Scottish Ministers.

The Company is required to comply with national and other applicable law and, where the provisions of law and these provisions address the same subject, the provision which affords the greater protection should be applied.

## **23 Community Liaison and Communications**

### **23.1 Communications Protocols**

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- 23.1.1 The Company's requirements to liaise, consult and comply with the requirements of organisations and consultees during the design, construction and completion of the New Works are defined elsewhere in this Schedule 2 and shall not be confused with the general community consultation requirements defined in this Section 23.
- 23.1.2 All communications relating to the Agreement must be approved by the Scottish Ministers prior to delivery. The Company shall provide all support deemed necessary, and as outlined in these New Works Requirements to the Scottish Ministers in the implementation of all project communications for the duration of the Agreement.
- 23.1.3 To enable the effective management and delivery of communications with external parties including:
- (i) stakeholders;
  - (ii) communities; and
  - (iii) media,
- the Company shall comply with the Scottish Minister's communications protocols and shall attend regular communications meetings as defined in Section 23.5.
- 23.1.4 The Scottish Ministers' communications protocols shall be developed in consultation with the Company immediately following the Effective Date. The communications protocols shall set out the clear roles, responsibilities and actions applicable to the Scottish Ministers and the Company.
- 23.1.5 Upon the Effective Date and in the absence of the Scottish Ministers' communications protocols, the Company shall provide the following:
- (i) a Community Liaison Officer as defined in Section 23.2;
  - (ii) a Community Liaison Team as defined in Section 23.3;
  - (iii) a fully implementable enquiries and complaints procedure, which can be further developed as part of the Community Liaison Procedures Plan as detailed in Section 23.4; and
  - (iv) a dedicated Freephone 24-hour contact 'hotline', as defined in Section 23.9.

## **23.2 Community Liaison Officer**

- 23.2.1 The Company shall appoint a Community Liaison Officer ("**CLO**"), who shall be the primary contact point for the Scottish Ministers in relation to the Company's communications and community liaison responsibilities.
- 23.2.2 The CLO shall be a senior permanent employee within the Company's organisation, with a minimum of ten years' recent and relevant experience of community liaison on major infrastructure construction projects. This role shall be a full time position from the Effective Date until the date of the Final Completion Acceptance Notice.
- 23.2.3 The CLO shall be responsible for ensuring that the Scottish Ministers are alerted as soon as practicable to any matter (including any direct or indirect communication received), which may have an impact upon the reputation of the New Works or O&M Works, the Company, or the Scottish Ministers.
- 23.2.4 The CLO shall be supported by the Community Liaison Team as defined in Section 23.3.

## **23.3 Community Liaison Team**

- 23.3.1 The Company shall appoint a Community Liaison Team ("**CLT**"), which shall be responsible for the efficient and professional handling of enquiries and complaints.

The CLT shall also be responsible for the distribution of information to directly affected parties as agreed by the Scottish Ministers and in accordance with the Community Liaison and Communications Procedures Plan defined in Section 23.4.

23.3.2 The CLT shall be headed by the CLO and shall have sufficient staff and equipment to carry out its responsibilities to a consistently high standard. This shall include appropriate expertise to support the various communications activities detailed in this Section 23.

23.3.3 Where the CLO is unavailable, the Company shall nominate a member of staff from the CLT to act as authorised deputy. This member of staff shall fulfil the duties of the CLO and shall be the principal point of contact for the Scottish Ministers.

#### **23.4 Community Liaison and Communications Procedures Plan**

23.4.1 Within 30 days of the Effective Date, the Company shall submit a Community Liaison and Communication Procedures Plan ("CLCP") to the Scottish Ministers for approval.

23.4.2 The CLCP shall be based upon, and a development of, the detailed proposals for community relations and public relations submitted as part of the Company's Final Tender.

23.4.3 The CLCP shall describe in detail how the Company shall support the Scottish Ministers in the successful delivery of all project communications, in accordance with the Agreement, and shall include, but not be limited to, the following information:

- (i) the Company's community liaison policy;
- (ii) the Company's nominated community liaison personnel (including CLO and CLT);
- (iii) a protocol governing all aspects of communications within the Company's organisation (including any and all consortium members and subcontractors) that adheres to the Scottish Ministers' protocols defined in Section 23.1;
- (iv) the Company's methodology for processing, recording and resolving observations, queries and enquiries from stakeholders, community groups, media, any other affected parties or the public;
- (v) a protocol for referring enquiries or complaints to the Scottish Ministers in the event that the Company fails to resolve them to the satisfaction of the original enquirer or complainant;
- (vi) plans for keeping owners / occupiers of nearby properties, businesses, community councils and other relevant parties who may be affected by construction works informed of potential disruption / mitigation including, but not limited to, traffic management and all construction works likely to have a noise, vibration or other impact on those parties;
- (vii) site contingency communication plans which provide procedures for dealing with emergency situations and other unforeseen events relating to the Works, which may cause adverse publicity; and,
- (viii) plans for supporting the communication of relevant general information on construction operations which may be of public interest.

23.4.4 The Company shall ensure that all staff within organisation, as well as any staff in subcontracted organisations, adhere to the CLCP and that the CLO is notified of all enquiries, complaints or queries received.

#### **23.5 M8 M73 M74 Motorway Improvements Communications Group**

- 23.5.1 The M8 M73 M74 Motorway Improvements Communications Group shall be established to manage all communications for the project, and shall comprise:
- (i) the Scottish Ministers;
  - (ii) the CLO.
- 23.5.2 Communications meetings shall be held monthly, or at other intervals as required and directed by the Scottish Ministers. The meetings shall be chaired by the Scottish Ministers and the CLO (or his authorised deputy in accordance with 23.3.3) shall be in attendance.
- 23.5.3 At least 48 hours an advance of any M8 M73 M74 Motorway Improvements Communication Group meeting, the CLO shall submit in electronic format (Microsoft Word or compatible) to the Scottish Ministers the following information containing sufficient detail and notice to allow quarterly forward planning of proactive and reactive communications activities:
- (i) milestones for the New Works construction programme (updated as appropriate);
  - (ii) a three month forward projection of anticipated sustained traffic management proposals;
  - (iii) a three month forward projection of any construction works or any construction related activities that are likely to cause disruption to the public; and,
  - (iv) a monthly summary report of enquiries, correspondence, complaints and responses as detailed in the contacts log defined in Section 23.8, particularly identifying any significant trends or issues that require further discussion or handling.
- 23.5.4 In order to allow immediate consideration and potential discussion at the next M8 M73 M74 Motorway Improvements Communication Group meeting, the Company shall notify the M8 M73 M74 Motorway Improvements Communication Group, as soon as practicable, of any stakeholder, community group or media issues which:
- (i) are likely to be controversial;
  - (ii) are likely to attract national or regional interest;
  - (iii) are likely to affect the local community;
  - (iv) relate to trade press interest;
  - (v) relate to public or private conferences and presentations; or
  - (vi) request or require a meeting or briefing.

## **23.6 General Communications Requirements**

### **Public Statements and the Like**

- 23.6.1 The Company shall not make any public statements, public announcements, speeches or presentations in relation to the New Works or the O&M Works in whole, or in part, without prior written approval from the Scottish Ministers. This includes, but is not limited to, participation at professional conferences and seminars as well as any statements to the media.

### **Contact Persons Database**

- 23.6.2 The Company shall retain and update a Contact Persons Database, which lists contact details for any individual, household, group, business or the like, affected by the New Works or the O&M Works. The Scottish Ministers shall be granted full access to the Contact Persons Database at any time.

- 23.6.3 In accordance with 23.4.3(vi), the Company shall be responsible for notifying owners / occupiers of nearby properties , businesses, community councils and other relevant parties regarding construction works which may affect them a minimum of 14 days before any such item of work begins on site. All notifications shall be prepared by the Company and submitted to the Scottish Ministers for approval a minimum of 14 days prior to the intended date of issue. The distribution of all media by the Company shall be in accordance with data protection laws
- 23.6.4 The content and placement of any advertisement relating to the Agreement shall be prepared by the Company and submitted to the Scottish Ministers for approval a minimum of 14 days before the intended date of publication.
- 23.6.5 In exceptional circumstances, where the 14 day timescales defined in 23.6.3 and 23.6.4 above cannot be met, the Company shall ensure that the Scottish Ministers are notified as soon as practicable. However, under no circumstances shall the Company issue correspondence or place an advertisement without prior written approval of the Scottish Ministers.
- 23.6.6 The CLO shall provide a comprehensive monthly construction progress update, written in plain English and supported with copy photographs and / or relevant information, to form the basis for project website updates, quarterly newsletters and monthly updates.

#### **Project Website**

- 23.6.7 The Company shall support the enhancement of the Scottish Ministers' project website during design, construction and completion of the New Works, to facilitate community liaison and communicate relevant works information. This shall include, but is not limited to, the use of multimedia and social media engagement tools as appropriate. The Company shall also be expected to support any future advances in website related communications which may become available to the Scottish Ministers during this time.
- 23.6.8 The Company shall not commission, host or maintain any website or other online communications channel relating to the project.
- 23.6.9 All photography, videos, webcams and the like shall be provided in accordance with Appendix 1/22 to the Specification.

#### **Quarterly Newsletter**

- 23.6.10 The Company shall procure and produce a quarterly newsletter. The quarterly newsletter content shall be provided to the Scottish Ministers for approval by in accordance with Section 23.6.6, and not less than 14 days prior to the planned publication date.
- 23.6.11 The final newsletter content and layout shall be provided to the Scottish Ministers for approval, but the anticipated layout is as follows:
- (i) A4 size;
  - (ii) a minimum of 4 pages in length;
  - (iii) full colour print to a high quality standard; and,
  - (iv) provided in .pdf format for inclusion on the project website.
- 23.6.12 The Company shall procure the printing of the quarterly newsletters. The number of copies to be printed shall be subject to the approval of the Scottish Ministers (maximum 3,000 copies in total per newsletter).
- 23.6.13 The Company shall procure the distribution of the quarterly newsletters to identified contacts on the Contact Persons Database and to local libraries. The Company

shall distribute the newsletter in electronic PDF format where requested.

### **Flyers**

- 23.6.14 The Company shall procure special flyers in advance of upcoming construction events which have a significant impact on the general public as identified by the Company, the Scottish Ministers or the M8 M73 M74 Motorway Improvements Communication Group.
- 23.6.15 The flyer content and layout shall be prepared by the Company and submitted to the Scottish Ministers for agreement and approval, a minimum of 14 days prior to the intended date of printing.
- 23.6.16 The Company shall procure the printing and distribution of the flyers. Prior to printing, the Company shall agree the quantity of flyers to be produced with the Scottish Ministers.

### **Material Branding**

- 23.6.17 All communications materials, including Site signage, shall be produced in accordance with the corporate guidelines provided by the Scottish Ministers and in accordance Appendix 1/21 to the Specification.
- 23.6.18 Project website updates, quarterly newsletters and monthly updates issued by the Scottish Ministers, shall carry Scottish Ministers approved corporate branding and include a Company logo as agreed by the Scottish Ministers.
- 23.6.19 Any Works related or Scottish Ministers corporate branding produced by the Company shall be submitted to the Scottish Ministers for agreement and approval in advance of public use to ensure consistency with the Scottish Ministers' corporate branding guidelines.

## **23.7 Meetings, Site Visits and Events**

- 23.7.1 The Company shall assist the Scottish Ministers with the preparation of a draft invitation / notification list for any meetings and events, which shall be issued by the Company at the Scottish Ministers' instruction, a minimum of 14 days prior to the proposed meeting date.
- 23.7.2 The CLO shall chair all attended meetings and briefings with community groups, affected parties and the like, unless otherwise agreed with the Scottish Ministers. In addition, the Company shall be required to support, chair and input into meetings with stakeholders or the media where required by the Scottish Ministers.
- 23.7.3 The Company shall supply to the Scottish Ministers for agreement formal minutes of all discussions and actions arising from attended meetings or briefings, within 48 hours of the relevant meeting. The Company shall issue a copy of the agreed minutes to the M8 M73 M74 Motorway Improvements Communications Group for review at their next meeting.
- 23.7.4 At the request of the Scottish Ministers, the Company shall facilitate site-visits to the New Works Site for Ministers and other dignitaries, stakeholders, community groups, media representatives, industry representatives and the like. The Company shall provide and maintain all necessary safety clothing and equipment. All visitor safety clothing shall be badged 'Visitor' on the back
- 23.7.5 The Company shall facilitate all meetings, site visits and events with a dedicated Site Visit and Presentation Room within the Company's main site compound. The Company shall provide high quality information boards for use in the room, which shall feature information about the project and shall remain in the room when not in use.

23.7.6 The CLO shall be responsible for liaising with the Scottish Ministers in relation to the arrangement and booking of visits, the provision of suitable catering for each visit, updating wall displays and other presentation materials and undertaking presentations on the progress of the New Works. Catering shall be provided by the Company which shall consist of tea, coffee, biscuits and the like, and where requested by the Scottish Ministers, a light lunch buffet.

### **23.8 Contacts Log**

23.8.1 The Company shall record all communications, correspondence, enquiries, complaints, and responses with any stakeholders, community groups, media, affected parties and the like, within a contacts log, which shall be maintained throughout the design, construction and completion of the New Works.

23.8.2 The contacts log shall be maintained in electronic format (Microsoft Excel or other compatible software) and for all communications, correspondence, enquiries, complaints and responses, shall include as a minimum:

- (i) date received / responded;
- (ii) geographic area from where the communications, correspondence, enquiries or complaints originated;
- (iii) nature of enquiry / complaint / response;
- (iv) name of employee who received the communication;
- (v) name of employee dealing with response; and
- (vi) current status.

23.8.3 The Company shall update the log as necessary to include:

- (i) the measures taken to investigate, deal with or address communications, correspondence, enquiries or complaints; and,
- (ii) the timescale taken to respond to or address communications, correspondence, enquiries or complaints.

23.8.4 Complaints shall be accurately noted in the contacts log as received and the Company shall advise the Scottish Ministers as soon as practicable of all key communications received. The contacts log shall form the basis of the summary for the monthly report at the M8 M73 M74 Motorway Improvements Communications Group meetings.

23.8.5 Notwithstanding the requirements of Section 25.5.3, the Company shall provide to the Scottish Ministers on a monthly basis detailed and summary information from the contacts log for onward issue to local authorities and publication on the project website as appropriate.

### **23.9 Freephone 24-hour contact 'hotline'**

23.9.1 The Company shall establish a dedicated Freephone 24-hour telephone contact 'hotline' in addition to an email address, fax number and postal address to deal with queries or complaints from the general public. These contact details shall be exhibited on all site notice or information boards, correspondence, newsletters, flyers and the like.

23.9.2 The Company shall establish operating and management procedures for the 24-hour 'hotline' within the CLCP.

23.9.3 All issues, queries or complaints received via the 24-hour 'hotline' shall be logged in the contacts log detailed in Section 23.8 and shall be dealt with in accordance with the communications protocols defined above. As a minimum, the Company shall

ensure that all calls are responded to within 24 hours (giving a holding response if necessary) with all responses logged in the contacts log.

- 23.9.4 In general, responses to complaints or queries shall be prepared by the Company, approved by the Scottish Ministers and issued by the Company unless otherwise instructed. However, where a recurring complaint or query arises and a previous response has been approved by the Scottish Ministers and issued by the Company, the CLT may lead on a response without referral to the Scottish Ministers.

### **23.10 Stakeholder and Media Communications**

- 23.10.1 The Scottish Ministers shall be responsible for all stakeholder communications on all aspects of the Works including, but not limited to:

- (i) political (MPs, MSPs, MEPs, Ministers, local councillors, council officials);
- (ii) statutory bodies (including community councils);
- (iii) operational stakeholders (utilities, emergency services, etc);
- (iv) environmental groups; and
- (v) industry stakeholders,

unless otherwise specified in Section 23.10.5, and a detailed list of the stakeholder contacts within each category shall be included as part of the communication protocols defined in Section 23.1.3.

- 23.10.2 The Scottish Ministers shall be responsible for all community, local, regional, national and international media communications on all aspects of the Agreement including, but not limited to:

- (i) print (newspapers);
- (ii) technical (trade media including journals); and
- (iii) online (online versions of above media, blogs, social media).

- 23.10.3 The Company shall ensure that the Scottish Ministers are notified immediately of any media enquiry and the protocols for referral of media interest and publicity procedures shall be included as part of the communication protocols defined in Section 23.1.3.

- 23.10.4 The Scottish Ministers shall be responsible for the co-ordination of all responses to stakeholders, media and the like unless otherwise specified in Section 23.10.5, and at the request of the Scottish Ministers, the Company shall provide assistance with responses where necessary.

- 23.10.5 The Company shall be permitted by the Scottish Ministers to communicate directly with a stakeholder (e.g. agreed local authority officials) where delegated authority is written into the communication protocols defined in Section 23.1.3. In this instance, the Scottish Minister must agree and approve any communication or response prior to issue by the Company.

- 23.10.6 The Scottish Ministers shall authorise and undertake any meetings or briefings with stakeholders, media and the like. At the request of the Scottish Ministers, the CLO and / or other senior specialist personnel shall be made available by the Company to attend such meetings or briefings and provide expert assistance.

### **23.11 Community Communications**

- 23.11.1 The Company shall be responsible for all community communications relating to all aspects of the New Works, including but not limited to:

- (i) local (affected) residents;

- (ii) residents associations;
- (iii) community groups and associations;
- (iv) recreational user groups;
- (v) local (affected) businesses; and
- (vi) wider community including non-local commuters and businesses using the existing road network through and in the vicinity of the New Works.

A detailed list of the community contacts within each category shall be included as part of the communication protocols defined in Section 23.1.

- 23.11.2 The Company shall be responsible for co-ordination of all responses to community groups unless otherwise specified in Section 23.1.
- 23.11.3 The Company shall be responsible for communicating directly with a community group unless otherwise specified in the communications protocols defined in Section 23.1. In this instance and at the request of the Scottish Ministers, the Company shall provide assistance with responses where necessary.
- 23.11.4 The Scottish Ministers shall authorise and undertake any meetings or briefings with statutory community groups, and other pre-defined / agreed groups unless the Scottish Ministers delegate authority to the Company to undertake these on their behalf. At the request of the Scottish Ministers, the CLO and / or other senior specialist personnel shall be made available by the Company to attend such meetings or briefings and provide expert assistance.

**APPENDIX A**

**THIS IS APPENDIX A TO PART 1 OF THE NEW WORKS REQUIREMENTS**

**SKILLS PLEDGE**



## M8 M73 M74 Motorway Improvements

### Skills Pledge

On behalf of.....

I.....

am making a commitment that we shall

- Actively encourage and support our employees to gain the skills and qualifications that will meet the needs of the **M8 M73 M74 Motorway Improvements** and our business, and will support their future employability
- Further support our employees to acquire basic literacy and numeracy skills and work towards their first Level 2 qualification
- Demonstrably raise our employees' skills and competencies to improve our organisation performance through investing in economically valuable training and development

Signed.....Date.....

Name.....

Position.....

Company.....