

**Scottish Trunk Road Network Management Contract
South East Unit**

Appendix 1 – Register of Reference Documents

Title	Author
2020 Challenge for Scotland's Biodiversity - A Strategy for the conservation and enhancement of biodiversity in Scotland	Scottish Government
Addressing Barriers to Accessibility on the Trunk Road Network: Guidance Note for Operating Companies	Transport Scotland
Airwave Operating Protocols and Procedures Rev 1.0 - 29 October 2009	Transport Scotland
Airwave Service Code of Practice Implementation Brief (TEA2 User Sub-Licensing for Core Users) Issue 1.0 (01 Oct 09)	Airwave Accreditation Panel Secretariat
American Society for Testing and Materials Standard Test Method C856: 2004 Standard Practice for Petrographic Examination of Hardened Concrete	American Society for Testing and Materials Standard
American Society for Testing and Materials Standard Test Method C876 - 15 Standard Test Method for Corrosion Potentials of Uncoated Reinforcing Steel in Concrete	American Society for Testing and Materials Standard
American Society for Testing and Materials Standard Test Method E1844 Standard Specification for A Size 10 × 4–5 Smooth-Tread Friction Test Tire - 1 June 2008	American Society for Testing and Materials Standard
AMS 1435D : Liquid Runway De-Icing / Anti Icing Product	SAE International
Ancillary Assets Scheme Development Guidance	Transport Scotland
Applied Petrography Group. A code of practice for the petrographic examination of concrete. SR2, July 2010	Applied Petrography Group
Balancing and Settlement Code of Practice (BSCP) 520	ELEXON
BRE Special Digest 1: 2005 Concrete in aggressive ground	Building Research Establishment
British Standard 1305 - Specification for batch type concrete mixers (11/04)	British Standards Institution
British Standard 1377 - Methods of test for soils for civil engineering purposes. Part 2: Classification tests	British Standards Institution
British Standard 1622:1989 - Specification for spreaders for winter maintenance	British Standards Institution

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Title	Author
British Standard 1722-2:2006 - Fences. Specification for strained wire and wire mesh netting Fences. Woven wire fences	British Standards Institution
British Standard 1881-122:2011 - Testing Concrete. Method for determination of water absorption	British Standards Institution
British Standard 1881-124:2015 - Testing concrete. Methods for analysis of hardened concrete	British Standards Institution
British Standard 1881-201:1986 - Testing concrete. Guide to the use of non-destructive methods of test for hardened concrete	British Standards Institution
British Standard 1881-204:1988 - Testing concrete. Recommendations on the use of electromagnetic covermeters	British Standards Institution
British Standard 1881-208:1996 - Testing concrete. Recommendations for the determination of the initial surface absorption of concrete	British Standards Institution
British Standard 381C SET:1996 (R2002) - Specification for colours for identification, coding and special purposes	British Standards Institution
British Standard 3882:2015 - Specification for topsoil	British Standards Institution
British Standard 4019:1993 - Rotary Core Drilling Equipment: Specification for System A. Metric Units.	British Standards Institution
British Standard 4800:2011 - Schedule of paint colours for building purposes	British Standards Institution
British Standard 5284:1993 - Methods of sampling and testing mastic asphalt used in building and civil engineering	British Standards Institution
British Standard 5385-1:2018 - Wall and floor tiling. Design and installation of ceramic, natural stone and mosaic wall tiling in normal internal conditions. Code of practice	British Standards Institution
British Standard 594987 - Asphalt for roads and other paved areas – Specification for 903 transport, laying and compaction and type testing protocols	British Standards Institution
British Standard 598-107:2004 - Sampling and examination of bituminous mixtures for roads and other	British Standards Institution

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Title	Author
paved areas. Method of test for the determination of the composition of design surface course rolled asphalt	
British Standard 6463-102:2001 - Quicklime, hydrated lime and natural calcium carbonate. Methods for chemical analysis	British Standards Institution
British Standard 7533-1:2001 - Pavements constructed with clay, natural stone or concrete pavers. Guide for the structural design of heavy duty pavements constructed of clay pavers or precast concrete paving blocks	British Standards Institution
British Standard 7533-3:2005+A1:2009 - Pavements constructed with clay, natural stone or concrete pavers. Code of practice for laying precast concrete paving blocks and clay pavers for flexible pavements	British Standards Institution
British Standard 7533-4:2006 - Pavements constructed with clay, natural stone or concrete pavers. Code of practice for the construction of pavements of precast concrete flags or natural stone slabs	British Standards Institution
British Standard 7609:1992+A2:2009 - Code of practice for installation and inspection of uninsulated compression and mechanical connectors for power cables with copper or aluminium conductors	British Standards Institution
British Standard 7669-3:1994 - Vehicle restraint systems. Guide to the installation, inspection and repair of safety fences.	British Standards Institution
British Standard 7671:2018 - Requirements for Electrical Installations. IET Wiring Regulations	British Standards Institution
British Standard 7973-1:2001 - Spacers and chairs for steel reinforcement and their specification. Product performance requirements	British Standards Institution
British Standard 7973-2:2001 - Spacers and chairs for steel reinforcement and their specification. Fixing and application of spacers and chairs and tying of reinforcement	British Standards Institution
British Standard 8000-3:2001 - Workmanship on building sites. Code of practice for masonry	British Standards Institution

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Title	Author
British Standard 8408:2005 - Road traffic signs. Testing and performance of microprismatic retroreflective sheeting materials. Specification	British Standards Institution
British Standard 8500-1:2015+A2:2019 - Concrete. Complementary British Standard to BS EN 206. Method of specifying and guidance for the specifier	British Standards Institution
British Standard 8500-2:2015+A1:2016 - Concrete. Complementary British Standard to BS EN 206. Specification for constituent materials and concrete	British Standards Institution
British Standard 8545:2014 - Trees: from nursery to independence in the landscape. Recommendations	British Standards Institution
British Standard 3936-1:1992 - Nursery Stock Specification for Trees and Shrubs	British Standards Institution
British Standard EN 1011-1 :2009 - Welding. Recommendations for welding of metallic materials. General guidance for arc welding	British Standards Institution
British Standard EN 1011-2 :2001 - Welding. Recommendations for welding of metallic materials. Arc welding of ferritic steels	British Standards Institution
British Standard EN 10223-12012 - Steel Wire and Wire Products For Fencing & Netting Zinc and Zinc Alloy Coated Steel Barbed Wire	British Standards Institution
British Standard EN 1090-2:2018 - Execution of steel structures and aluminium structures. Technical requirements for steel structures	British Standards Institution
British Standard EN 1097-5:2008 - Tests for mechanical and physical properties of aggregates. Determination of the water content by drying in a ventilated oven	British Standards Institution
British Standard EN 12163:2016 - Copper and copper alloys. Rod for General Purposes	British Standards Institution
British Standard EN 12350 -1:2009 - Testing fresh concrete. Sampling	British Standards Institution
British Standard EN 12390 - Testing hardened concrete	British Standards Institution
British Standard EN 12390 -2:2000 - Testing hardened concrete. Making and curing specimens for strength tests	British Standards Institution

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Title	Author
British Standard EN 12390 -8:2009 -Testing hardened concrete. Depth of penetration of water under pressure	British Standards Institution
British Standard EN 124 -1:2015 - Gully tops and manhole tops for vehicular and pedestrian areas. Definitions, classification, general principles of design, performance requirements and test methods	British Standards Institution
British Standard EN 12504-1:2009 -Testing concrete in structures. Cored specimens. Taking, examining and testing in compression	British Standards Institution
British Standard EN 12504-4:2004 - Testing concrete. Determination of ultrasonic pulse velocity	British Standards Institution
British Standard EN 12593:2015, BS 2000-80:2015 - Bitumen and bituminous binders. Determination of the Fraass breaking point	British Standards Institution
British Standard EN 12607-1:2014, BS 2000-460-1:2014 - Bitumen and bituminous binders. Determination of the resistance to hardening under influence of heat and air. RTFOT method	British Standards Institution
British Standard EN 12617-4:2002 - Products and systems for the protection and repair of concrete structures. Test methods. Determination of shrinkage and expansion	British Standards Institution
British Standard EN 12697-27:2017 - Bituminous mixtures. Test methods. Sampling	British Standards Institution
British Standard EN 12767:2007 - Passive safety of support structures for road equipment. Requirements, classification and test methods	British Standards Institution
British Standard EN 12899-1:2007 - Fixed, vertical road traffic signs. Fixed signs	British Standards Institution
British Standard EN 13043:2002 - Aggregates for bituminous mixtures and surface treatments for roads, airfields and other trafficked areas	British Standards Institution
British Standard EN 13104-4:2016, Annex C3	British Standards Institution
British Standard EN 13108-1:2016 - Bituminous mixtures. Material specifications. Asphalt Concrete	British Standards Institution

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Title	Author
British Standard EN 13108-20:2016 - Bituminous mixtures. Material specifications. Type Testing	British Standards Institution
British Standard EN 13108-21:2016 - Bituminous mixtures. Material specifications. Factory Production Control	British Standards Institution
British Standard EN 13108-4:2016 - Bituminous mixtures. Material specifications. Hot Rolled Asphalt	British Standards Institution
British Standard EN 13108-5:2016 - Bituminous mixtures. Material specifications Part 5 Stone Mastic Asphalt	British Standards Institution
British Standard EN 13108-6:2016 - Bituminous mixtures. Material specifications. Mastic Asphalt	British Standards Institution
British Standard EN 1317-1:2010 - Road restraint systems. Terminology and general criteria for test methods	British Standards Institution
British Standard EN 1317-2:2010 - Road restraint systems. Performance classes, impact test acceptance criteria and test methods for safety barriers including vehicle parapets	British Standards Institution
British Standard EN 1317-3:2010 - Road restraint systems. Performance classes, impact test acceptance criteria and test methods for crash cushions	British Standards Institution
British Standard EN 13242:2013 - Aggregates for unbound and hydraulically bound materials for use in civil engineering work and road construction	British Standards Institution
British Standard EN 13285:2018 - Unbound mixtures. Specification.	British Standards Institution
British Standard EN 1337 - Structural bearings	British Standards Institution
British Standard EN 1338:2003 - Concrete paving blocks. Requirements and test methods	British Standards Institution
British Standard EN 1339:2003 - Concrete paving flags. Requirements and test methods.	British Standards Institution
British Standard EN 13396:2004 - Products and systems for the protection and repair of concrete structures. Test methods. Measurement of chloride ion ingress	British Standards Institution
British Standard EN 13412:2006 - Products and systems for the protection and repair of concrete structures. Test	British Standards Institution

**Scottish Trunk Road Network Management Contract
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Title	Author
methods. Determination of modulus of elasticity in compression	
British Standard EN 14188-1:2004 - Joint fillers and sealants. Specifications for hot applied sealants	British Standards Institution
British Standard EN 1426:2007, BS 2000-49:2007 - Bitumen and bituminous binders. Determination of needle penetration	British Standards Institution
British Standard EN 14630:2006 - Products and systems for the protection and repair of concrete structures. Test methods. Determination of carbonation depth in hardened concrete by the phenolphthalein method	British Standards Institution
British Standard EN 1542:1999 - Products and systems for the protection and repair of concrete structures. Test methods. Measurement of bond strength by pull-off	British Standards Institution
British Standard EN 15430-1:2015 - Winter and road service area maintenance equipment. Data acquisition and transmission. In-vehicle data acquisition	British Standards Institution
British Standard EN 1770:1998 - Products and systems for the protection and repair of concrete structures. Test methods. Determination of the coefficient of thermal expansion	British Standards Institution
British Standard EN 1905:1999, BS 2782-11:Method 1105C:1999 - Plastics piping systems. Unplasticized poly(vinyl chloride) (PVC-U) pipes, fittings and material. Method for assessment of the PVC content based on total chlorine content	British Standards Institution
British Standard EN 1993-2:2006 Eurocode 3 - Design of steel structures. Steel bridges	British Standards Institution
British Standard EN 1996-2:2006 Eurocode - Design of masonry structures. Design considerations, selection of materials and execution of masonry.	British Standards Institution
British Standard EN 287-1:2011 - Qualification test of welders. Fusion welding. Steels	British Standards Institution
British Standard EN 40-2:2004 - Lighting columns. General requirements and dimensions	British Standards Institution

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Title	Author
British Standard EN 40-3-1:2013 - Lighting columns. Design and verification. Specification for characteristic loads	British Standards Institution
British Standard EN 40-5:2002 - Lighting columns. Requirements for steel lighting columns	British Standards Institution
British Standard EN 459-1:2015 - Building lime. Definitions, specifications and conformity criteria	British Standards Institution
British Standard EN 58:2012, BS 2000-474:2012 - Bitumen and bituminous binders. Sampling bituminous binders.	British Standards Institution
British Standard EN 60068 - Environmental testing.	British Standards Institution
British Standard EN 60832-1:2010 - Live working. Insulating sticks and attachable devices. Insulating sticks	British Standards Institution
British Standard EN 62305-1:2011 - Protection against lightning. General principles	British Standards Institution
British Standard EN 727:1995 - Plastics piping and ducting systems. Thermoplastics pipes and fittings. Determination of Vicat softening temperature (VST)	British Standards Institution
British Standard EN 728:1997, BS 2782-11:Method 1103D:1997 - Plastics piping and ducting systems. Polyolefin pipes and fittings. Determination of oxidation induction time	British Standards Institution
British Standard EN 933	British Standards Institution
British Standard EN ISO 1133-1:2011 -Plastics. Determination of the melt mass-flow rate (MFR) and melt volume-flow rate (MVR) of thermoplastics. Standard method	British Standards Institution
British Standard EN ISO 1133-2:2011 - Plastics. Determination of the melt mass-flow rate (MFR) and melt volume-flow rate (MVR) of thermoplastics. Method for materials sensitive to time-temperature history and/or moisture	British Standards Institution
British Standard EN ISO 1183-3:1999 - Plastics. Methods for determining the density of non-cellular plastics. Gas pycnometer method	British Standards Institution

**Scottish Trunk Road Network Management Contract
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Title	Author
British Standard EN ISO 13229:2011 - Thermoplastics piping systems for non-pressure applications. Unplasticized poly(vinyl chloride) (PVC-U) pipes and fittings. Determination of the viscosity number and K-value	British Standards Institution
British Standard EN ISO 14001:2015 - Environmental management systems. Requirements with guidance for use	British Standards Institution
British Standard EN ISO 1461:2009 - Hot dip galvanized coatings on fabricated iron and steel articles. Specifications and test methods	British Standards Institution
British Standard EN ISO 14731:2006 - Welding coordination. Tasks and responsibilities	British Standards Institution
British Standard EN ISO 16810:2014 - Non-destructive testing. Ultrasonic testing. General principles	British Standards Institution
British Standard EN ISO 2505:2005 - Thermoplastics pipes. Longitudinal reversion. Test methods and parameters	British Standards Institution
British Standard EN ISO 3834-5:2015 - Quality requirements for fusion welding of metallic materials. Documents with which it is necessary to conform to claim conformity to the quality requirements of ISO 3834-2, ISO 3834-3 or ISO 3834-4	British Standards Institution
British Standard EN ISO 527-1:2012 - Plastics. Determination of tensile properties. General principles	British Standards Institution
British Standard EN ISO 580:2005 - Plastics piping and ducting systems. Injection-moulded thermoplastics fittings. Methods for visually assessing the effects of heating	British Standards Institution
British Standard EN ISO 6259-1:2015 - Thermoplastics pipes. Determination of tensile properties. General test method	British Standards Institution
British Standard EN ISO 9001:2015 - Quality management systems. Requirements	British Standards Institution
British Standard EN ISO 9934-1:2016 - Non-destructive testing. Magnetic particle testing. General principles	British Standards Institution

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Title	Author
CD236 Surface Course Materials for Construction	Design Manual for Roads and Bridges
CD239 Footway and Cycleway Pavement Design	Design Manual for Roads and Bridges
CD350 The design of highway structures	Design Manual for Roads and Bridges
CD354 Design of minor structures	Design Manual for Roads and Bridges
CD357 Bridge expansion joints	Design Manual for Roads and Bridges
CD358 Waterproofing and surfacing of concrete bridge decks	Design Manual for Roads and Bridges
CD359 Design Requirements for permanent soffit formwork	Design Manual for Roads and Bridges
CD372 Design of post-installed anchors and reinforcing bar connections in concrete	Design Manual for Roads and Bridges
CD373 Impregnation of reinforced and prestressed concrete highways structures using hydrophobic pore-lining impregnants	Design Manual for Roads and Bridges
CD377 Requirements for road restraint systems.	Design Manual for Roads and Bridges
CS228 Skidding Resistance	Design Manual for Roads and Bridges
CS229 Data for Pavement Assessment	Design Manual for Roads and Bridges
CS453 The assessment of highway bridge supports	Design Manual for Roads and Bridges
CS461 Assessment and upgrading of in-service parapets	Design Manual for Roads and Bridges
CS466 Risk management and structural assessment of concrete half-joint deck structures	Design Manual for Roads and Bridges
CS551 Drainage Surveys	Design Manual for Roads and Bridges
CECA Schedules of Dayworks Carried Out Incidental To Contract Work August 2011	CECA

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Title	Author
Code of Practice for Dispute Resolution and Appeals	Scottish Road Works Commissioner
Code of Practice for Inspections	Scottish Road Works Commissioner
Code of Practice for Penalties	Scottish Road Works Commissioner
Code of Practice for Surface Dressing (RSDA 2018)	Road Surface Treatments Association
Code of Practice for the Co-ordination of Works in Roads	Scottish Road Works Commissioner
Code of Practice Lighting and Marking for Abnormal Load Self Escorting Vehicles incorporating Operating guidance	Highways Agency
Code of Practice on Litter and Refuse (Scotland) 2018	Scottish Government
Code of Practice on Recording of Underground Apparatus in Roads	Roads Authorities & Utilities Committee (Scotland)
Concrete Bridge Development Group Technical Guide No. 2 Guide to Testing and Monitoring the Durability of Concrete Structures	Concrete Bridge Development Group
Concrete Society Technical Report 30 - Alkali-silica reaction - minimizing the risk of damage to concrete (CS TR 30)	Concrete Society
Concrete Society Technical Report 31:2008 - Permeability testing of site concrete	Concrete Society
Concrete Society Technical Report 71 - Concrete petrography - An introductory guide for the non-specialist.	Concrete Society
Concrete Society Technical Report 73 - Cathodic protection of steel in concrete - including model specification (2011)	Concrete Society
Control of lead at work Approved Code of Practice and Guidance (Third edition, 2002)	Health and Safety Executive
Control of Substances Hazardous to Health 2002 (COSHH)	UK Government/HSE
Cycling by Design 2021	Transport Scotland

**Scottish Trunk Road Network Management Contract
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Title	Author
DD ENV 1317-4:2002 Road restraint systems. Performance classes, impact test acceptance criteria and test methods for terminals and transitions of safety barriers	British Standards Institution
Departures from Standard – Advice and Procedures Guide	Transport Scotland
Design Guide for Road Surface Dressing Road Note 39 (Seventh Edition)	Transport Research Laboratory
Design Manual for Roads and Bridges	Design Manual for Roads and Bridges
Development Planning and Management Transport Appraisal Guidance	Transport Scotland
Duty of Care; Code of Practice (for managing controlled waste) October 2012	Natural Scotland
Manual for the Management of the Risk of Unplanned Network Disruption	Transport Scotland
Engineering Recommendation G39/1 `Model Code of Practice covering Electrical Safety in the Planning, Installation, Commissioning and Maintenance of Public Lighting and Other Street Furniture	Energy Networks Association
Environmental Regulations	UK Government
Environmental Statement for the Forth Replacement Crossing	
Equality Act 2010	UK Government
Existing Kincardine Bridge Interim Management Study	Jacobs
Extent of the Trunk Road Network	Transport Scotland
Guidance on the use in Scotland of five alternative de-icers to salt suitable for use in lower temperatures - Final Project Report - CPR1166	Transport Research Laboratory
Fitting Landscapes: Securing More Sustainable Landscapes	Transport Scotland
Forth Road Bridge Engineering Manual	FETA
GG119 Road Safety Audit	Design Manual for Roads and Bridges
Good Practice Guidance under Section 17(4) (B) of the Transport (Scotland) Act 2005	Scottish Roadworks Commissioner

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Title	Author
Grip Tester Automatic Watering System Operations Manual Issue 2 June 2005 (MAR918)	Findlay Irvine Limited
Grip Tester MK2 D-type Maintenance Manual Issue 4 March 2008 MAR 982 L. Thomas	Findlay Irvine Limited
Guidance Note 3: Inspection & Testing (Guidance Notes for British Standard 7671)	The Institution of Engineering and Technology
Guidance on action to reduce suicides at locations of concern in Scotland July 2017	NHS Health Scotland
Handbook for the Highway Electrical Registration Scheme Issue 26	Energy Networks Association
Health and Safety at Work Act 1974	UK Government
High Load Grid August 2020	Transport Scotland
High wind strategy and national wind management guidelines	Transport Scotland
Highway Construction Detail - Drawing Number F2 - Filter Drains - Trench and Bedding Details - with Type B material	Manual of Contract Document for Highways Works
Highway Construction Detail - Drawing Number H5 - Motorway and Accommodation Works High Tensile Strained Wire Deer Fences 180	Manual of Contract Document for Highways Works
Highways Agency Network Management Manual Issue 1 Amend No. 8 July 2009	Highways Agency
Highways Term Maintenance Price Adjustment Formulae Indices - 2015 Series	Highways Term Maintenance Association
IAN 191/16 Safety governance for Highways England	Highways England
Implications of implementing the European asphalt test methods	Transport Research Laboratory
Inspection manual for highway structures: volume 1: reference manual (2007)	Highways Agency
ISO 12091:1995 Structured-wall thermoplastics pipes - Oven test	International Organization for Standardization
ISO 12696:2016 Cathodic protection of steel in concrete	International Organization for Standardization
LDS8001 Asset Identification System Roadside Electrical Assets and Lighting Guidance Notes	Transport Scotland

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Title	Author
LDS8002 Handover of Assets Inventory, Maintenance and Inspection records aligned with TS' AMS Roadside Electrical Apparatus and Lighting Guidance Notes	Transport Scotland
LDS8004 Health & Safety File Requirements & Model Forms Roadside Electrical Assets and Lighting Guidance Notes	Transport Scotland
LDS8005 Electrical Installation Testing and Inspection Testing Roadside Electrical Assets Guidance Notes	Transport Scotland
LDS8006 Electricity Supplies Roadside Electrical Assets and Lighting Guidance Notes	Transport Scotland
LDS8007 Reference Documents Listing - recommended Roadside Electrical Assets and Lighting Guidance Notes	Transport Scotland
LDS8012 Unmetered and Metered Supplies Roadside Electrical Assets Guidance Notes	Transport Scotland
LDS8013 Decommissioning and Removal of obsolete, redundant and derelict Assets Roadside Electrical Assets Guidance Notes	Transport Scotland
LDS8014 Competency Requirements Roadside Electrical Assets on TRN Guidance Notes	Transport Scotland
LDS8016 Specifications Scottish MCHW Series 1200 1300 & 1400 and Sample Appendices	Transport Scotland
LDS8017 Special Requirements - Roads Authorities in Scotland Roadside Electrical Assets Guidance Notes	Transport Scotland
LDS8021 Festive Decorations on Scottish Trunk Road Network Guidance Notes	Transport Scotland
LDS8022 Extent of the Unit/Network Roadside Electrical Assets and Lighting - asset ownership Guidance Notes	Transport Scotland
LDS8023 Electrical Maintenance Guidelines Roadside Electrical Assets, Lighting and Power Supplies Guidance Notes	Transport Scotland
LDS8024 Weather Stations (Road Sensors) on Scotland's Trunk Road Network Guidance Notes	Transport Scotland
LDS8025 Typical Drawings Roadside Electrical Assets and Lighting Guidance Notes	Transport Scotland

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Title	Author
Manual of Contract Document for Highways Works - Volume 0 - Model Contract Documents for Major Works and Implementation, Section 3 Advice Notes - Part 1 SA 1/08 Amendments No. 2 - November 2009 - List of Compliant Approved/Registered Products - Annex C Pavement Materials	Manual of Contract Document for Highways Works
Manual of Contract Documents for Highway Works - Volume 3 - Highway Construction Details	Manual of Contract Document for Highways Works
Manual of Contract Documents for Highway Works - Volume 3 - Highway Construction Details - Section 1 - Carriageway and Other Details - H Series - Fence Stiles and Gates - Drawing Number H39 - Planting Works Fencing Rabbit and Deer Fencing Types 1 and 2 - Type 1	Manual of Contract Document for Highways Works
Manual of Contract Documents for Highway Works - Volume 3 - Highway Construction Details - K Series - Miscellaneous - Drawing Number K5 - Planting Details for Planting Large Trees	Manual of Contract Document for Highways Works
Manual of Contract Documents for Highway Works - Volume 3 - Highway Construction Details - Section 1 - Carriageway and Other Details - F Series - Drainage - Drawing Number F11 - Type 7 Chamber (1050 Catchpit)	Manual of Contract Document for Highways Works
Manual of Contract Documents for Highway Works - Volume 3 - Highway Construction Details - Section 1 - Carriageway and Other Details - F Series - Drainage - Drawing Number F3 - Type 1 Chamber (Brick or In-Situ Concrete Manhole).	Manual of Contract Document for Highways Works
Manual of Contract Documents for Highway Works - Volume 3 - Highway Construction Details - Section 1 - Carriageway and Other Details - F Series - Drainage - Drawing Number F4 - Type 2 Chamber (Precast Concrete Manhole)	Manual of Contract Document for Highways Works
Manual of Contract Documents for Highway Works - Volume 3 - Highway Construction Details - Section 1 - Carriageway and Other Details - F Series - Drainage -	Manual of Contract Document for Highways Works

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Title	Author
Drawing Number F5 - Type 3 Chamber (Precast Concrete Manhole)	
Manual of Contract Documents for Highway Works - Volume 3 - Highway Construction Details - Section 1 - Carriageway and Other Details - H Series - Fence Stiles and Gates - Drawing Number H40 - Planting Works Fencing Rabbit and Deer Fencing Types 3 ,4 and 5 - Type 3	Manual of Contract Document for Highways Works
Manual of Contract Documents for Highway Works - Volume 3 - Highway Construction Details - Section 1 - Carriageway and Other Details - H Series - Fence Stiles and Gates - Drawing Number H46 - Attachment of Wire Mesh to Fencing (Sheet 1 of 3) - Type 4	Manual of Contract Document for Highways Works
Manual of Contract Documents for Highway Works - Volume 3 - Highway Construction Details - Section 1 - Carriageway and Other Details - H Series - Fence Stiles and Gates - Drawing Number H47 - Attachment of Wire Mesh to Fencing (Sheet 2 of 3) - Type 5	Manual of Contract Document for Highways Works
Manual of Contract Documents for Highway Works - Volume 3 - Highway Construction Details - Section 1 - Carriageway and Other Details - I Series - Underground Cable Ducts - Drawing Number I2 - Duct Trench Cross Sections and Details of Mandrel	Manual of Contract Document for Highways Works
Manual of Contract Documents for Highway Works - Volume 3 - Highway Construction Details - Section 1 - Carriageway and Other Details - K Series - Miscellaneous - K4 - Typical Trench Reinstatement Details for Bituminous and Concrete Pavements	Manual of Contract Document for Highways Works
Manual of Contract Documents for Highway Works - Volume 3 - Highway Construction Details - Drawing E Series, Distance Marker Posts.	Manual of Contract Document for Highways Works
Manual of Contract Documents for Highway Works Volume 0 Manual Contract Document for Major Works and Implementation Requirements	Manual of Contract Document for Highways Works

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Title	Author
Volume 3 Highway Construction Details Volume 4 Bills of Quantities for Highway Works Volume 5 Contract Documents for Specialist Activities Volume 6 Departmental Standards and Advice Notes on Contract Documentation and Site Supervision	
Manual of Sewer Condition Classification - 5th Edition	Water Research Council
Measures Necessary Where Apparatus is Affected by Major Works (Diversionary Works)	Highway Authorities and Utilities Committee
Mental Health Strategy 2017- 2027	Scottish Government
National Cooperative Highway Research Program Report 543 – ‘Effective Slab Width for Composite Steel Bridge Members	Transportation Research Board
National Highway Sector Scheme for Quality Management in Highway Work Scheme 1 - Manufacture of Fencing Components	National Highway Sector Scheme
National Highway Sector Scheme for Quality Management in Highway Work Scheme 2 - Supply and Installation of Fences	National Highway Sector Scheme
National Highway Sector Schemes for Quality Management in Highway Works Scheme 13 - Particular Requirements for the Application of ISO 9001:2015 for the Supply and Application of Surface Treatments to Road Surfaces	National Highway Sector Scheme
National Highway Sector Schemes for Quality Management in Highway Works Scheme 20 - Particular requirements for the application of ISO 9001:2015 For the Execution of Steelwork in Transportation Infrastructure Assets	National Highway Sector Scheme
National Highway Sector Schemes for Quality Management in Highway Works Scheme 2B and 5B - Particular requirements for the application of ISO 9001:2015 for Vehicle Restraint Systems	National Highway Sector Scheme
National Highway Sector Schemes for Quality Management in Highway Works Scheme 5B - For the	National Highway Sector Scheme

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Title	Author
Supply, Installation, Maintenance and Repair of Bridge Parapets	
National Highway Sector Schemes for Quality Management in Highway Works Scheme 12	National Highway Sector Scheme
National Highway Sector Schemes for Quality Management in Highway Works Scheme 5A - For The Manufacture of Parapets for Road Restraint Systems	National Highway Sector Scheme
New Roads and Street Works Act 1991	UK Government
Method of Installation of Node Markers	
Trunk Road Network Management Division Node Marker Installation Guidance Positioning at Standard Locations Updated July 2010	Scottish Executive
PAS 100:2018 Specification for composted materials	British Standards Institution
Pavement Maintenance Guidance	Transport Scotland
Planning Circular 4/1998: the use of conditions in planning permissions	Scottish Executive
Pollution Prevention Guideline 22	Scottish Environmental Protection Agency
Practical Guide for Winter Service Treatments for Extreme Cold v1.0	NWSRG
Prevent the introduction and spread of tree pests and diseases	UK Government
Prevention of Strikes on Bridges over Highways – A Protocol for Highway and Road Managers and Bridge Owners	Department for Transport
Problems with Badgers	RSPCA
Response to a Bridge Strike over the Railway - A Protocol for Highway and Road Managers and Bridge Owners	Department for Transport
Road Vehicle Lighting Regulations 1989	UK Government
Roadbase Grip Tester Survey Software for Roads User Manual	Findlay Irvine Limited
Roads (Scotland) Act 1984	UK Government
Roads for All: Good Practice Guide for Roads	Transport Scotland

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Title	Author
Roadside Memorials and Floral Tributes	Society of Chief Officers of Transportation in Scotland
Safety at Street Works and Road Works – A Code of Practice	Scottish Government
Scotland's Biodiversity: It's in Your Hands - A strategy for the conservation and enhancement of biodiversity in Scotland	Scottish Executive
Scotland's Road Safety Framework to 2020	Scottish Government
Scotland's Transport Future (2004)	Scottish Government Executive
Scottish Ministers' Code of Practice on the Discharge of Functions by Scottish Public Authorities - Under Freedom of Information (Scotland) Act 2002 and the Environmental Information (Scotland) Regulations 2004	Scottish Government
Scottish Road Network Landslides Study	Transport Scotland
Signposting of Truckstop Facilities from Motorways and Other Trunk Roads	Transport Scotland
Specification for the Reinstatement of Openings in Roads	Scottish Roads Works Commissioner
Specification for Traffic Signal Controller TR2500	Highways Agency
Steel Bridge Group Model Project Specification (SCI Publication P382:2009)	Steel Bridge Group
Strategic Road Safety Plan 2016	Transport Scotland
Structures Risk Prioritisation Tool – Methodology (March 2019)	Transport Scotland
Suicide prevention action plan: every life matters	Scottish Government
TD501 Road lighting design	Design Manual for Roads and Bridges
The Code of Practice for Deer Management	Scottish Natural Heritage
The Operation and Maintenance of Bridge Access Gantries and Runways. (Second Edition 2007)	The Institution of Structural Engineers
The Reduction of Traffic Delays at Roadworks (Code of Practice)	The Scottish Office and the County Surveyor's Society in Scotland

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Title	Author
The Traffic Signs Regulations and General Directions 2016	Department for Transport
The Water Environment (Controlled Activities) (Scotland) Regulations 2011 (as amended) - A Practical Guide - Version 8.2 - February 2018	Scottish Environmental Protection Agency
TR 7 High masts for lighting and CCTV	Institution of Lighting Professionals
TR2502 Issue A June 2005 Specification for Portable Traffic Signal Control Equipment for use at Roadworks	Highways Agency
TR2504A Specification for Vehicle Detection Equipment for Vehicle Actuated Portable Traffic Signals	Highways Agency
Traffic Advisory Leaflet 04/11, Temporary Traffic Signs for Special Events October 2011	Department for Transport
Traffic Advisory Leaflet 1/03, Vehicle Activated Signs	Department for Transport
Traffic Scotland Special Requirements - 2019	Transport Scotland -Traffic Scotland
Traffic Signs Manual	Scottish Government
Traffic Signs Manual Chapter 1 Introduction	Scottish Government
Traffic Signs Manual : Warning Signs	Scottish Government
Traffic Signs Manual Chapter 6 Traffic Control (2019)	Scottish Government
Traffic Signs Manual Chapter 8 - road works and temporary situations - Traffic Safety Measures and Signs for Road Works and Temporary Situations Part 1 - design (2009) Part 2 - operations (2009) Part 3 - update (2016)	Scottish Government
Traffic Signs Manual Chapter 8 (2009) Road Works and Temporary Situations Part 2 Operations	Scottish Government
Transport and Road Research Laboratory Overseas Road Note 8 – A Users Manual for a Program to Analyse Dynamic Cone Penetrometer Data	Transport and Road Research Laboratory
Transport and Road Research Laboratory Report LR 362 Snow Fences by L E Hogbin dated January 1970	Transport and Road Research Laboratory

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Title	Author
Transport Scotland - Trunk Roads Network Management Directorate - Emergency Standard Diversion Routes – Development Procedures for Operating Companies	Transport Scotland
Transport Scotland 2016 Road Asset Management Plan	Transport Scotland
Transport Scotland Corporate Plan 2017-20	Transport Scotland
Transport Scotland Brand Identity Guidelines Updated 2019	Transport Scotland
Transport Scotland Structures Manual	Transport Scotland
Transport Scotland Interim Amendment No 23 Revision 3 – Implementation of BS 8500-1:2006 Concrete – Complementary British Standard to BS EN 206-1	Transport Scotland
Transport Scotland Interim Amendment No 35/18 - TS2010 Surface Course Specification and Guidance	Transport Scotland
Transport Scotland Interim Amendment No 36 – Structural Safety Reporting	Transport Scotland
Transport Scotland Interim Amendment No 38 - Temporary Barrier Decision Tool (TBDT)	Transport Scotland
Transport Scotland Interim Amendment No 44 - Introduction of Simplified Design Method for Crack Seat and Overlay (CSO)	Transport Scotland
Transport Scotland Interim Amendment No 45 (Rev 01) – Management of Abnormal Loads	Transport Scotland
Transport Scotland Interim Amendment No 46/16 - Structures Inspector Competencies and Certification	Transport Scotland
Transport Scotland Interim Amendment No 49/18 - The use of GripTester on the Scottish trunk road network - Operating Procedure	Transport Scotland
Transport Scotland Interim Amendment No 51/22 – Skidding Resistance	Transport Scotland
Transport Scotland Interim Amendment 52/22 – Road Recycling	Transport Scotland
The Assessment of Scour and other Hydraulic Actions at Highway Structures Scour Management Strategy and Flood Emergency Plan June 2020	Transport Scotland
Treatments for Extreme Cold	UK Roads Board

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Title	Author
Trunk Road and Motorway Tourist Signposting Guidance – For tourist attractions and tourist facilities March 2016	Transport Scotland
Trunk Road and Motorway Tourist Signposting Policy and Guidance	Transport Scotland
Trunk Road Information Manual (Version 1.1)	Transport Scotland
United Nations Economic Commission for Europe Regulation 104 - Uniform provisions concerning the approval of retro-reflective vehicles for categories m, n and o.	United Nations Economic Commission for Europe
United Nations Economic Commission for Europe Regulation 65 - Uniform provisions concerning the approval of special warning lamps for power-driven vehicles and their trailers	United Nations Economic Commission for Europe
United Nations Economic Commission for Europe Regulation 70 - Uniform provisions concerning the approval of rear marking plates for heavy and long vehicles	United Nations Economic Commission for Europe
Use of Mobile Variable Message Signs on the Trunk Road Network – Guidance Note No 1	Transport Scotland
Value for Money Manual	Scottish Executive Development Department
Well Managed Highways	UK Roads Liaison Group

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Appendix 2 – Form of Key Supplier / Key Sub-Contractor Guarantee

This is the draft Key Supplier/Key Sub-Contractor's [Guarantee]/Collateral Warranty referred to in the Network Management Contract between the Scottish Ministers and [*Operating Company*] relative to the [South East Unit/South West Unit etc].

- DRAFT –

KEY SUPPLIER/KEY SUB-CONTRACTOR'S

[GUARANTEE]/COLLATERAL WARRANTY

between

[• *insert name of Sub-Contractor*]

and

Scottish Ministers

And

[Operating Company]

[Guarantee]/Collateral Warranty by Key Supplier/Key Sub-Contractor relative to the Network Management Contract for the [South East Unit/South West Unit etc].

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AGREEMENT

BETWEEN:

1. [● *insert full legal name of Key Supplier/Key Sub-Contractor*], a company incorporated under the Companies Acts (company number [●]) and having its registered office at [●] (the "**Sub-Contractor**")
2. **Scottish Ministers** [*insert details*] (the "**Beneficiary**", which expression shall include its successors in title and permitted assignees); and
3. [*insert full legal name of Operating Company*], a company incorporated under the Companies Acts (company number [*insert*]) and having its registered office at [*insert address*] (the "**Operating Company**")

WHEREAS:

RECITALS

- (A) By the Network Management Contract, the Beneficiary has employed or is about to employ the Operating Company to provide Operations to and at the Unit.
- (B) By the Sub-Contract, the Operating Company has employed or is about to employ the Sub-Contractor to carry out works and/or services and/or provide products in connection with the Unit.
- (C) The Beneficiary is the Employer under the Network Management Contract.
- (D) The Sub-Contractor has in order to implement the Sub-Contract agreed to enter into this Agreement for the benefit of the Beneficiary and its successors in title and permitted assignees.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement including the recitals, the following words and expressions shall have the following meanings, unless the context otherwise requires:

"Network Management Contract" means the contract entered into or to be entered into between the Beneficiary and the Operating Company for the Operations and includes any documents or arrangements which are supplemental or ancillary to such contract by way of variation or otherwise;

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"**Business Day**" means a day, other than a Saturday or Sunday, on which banks are generally open for business in Edinburgh;

"**Unit**" has the meaning given to it in the Network Management Contract as the same may from time to time be varied or supplemented pursuant to the Network Management Contract;

"**Operations**" has the meaning given to it in the Network Management Contract as the same may from time to time be varied or supplemented pursuant to the Network Management Contract;

"**Practical Completion**" means the date of practical or substantial completion of the Sub-Contract Works;

"**Sub-Contract**" means the sub-contract entered into or to be entered into between the Operating Company and the Sub-Contractor for the carrying out and completion of the Sub-Contract Works and includes any documents or arrangements which are supplemental or ancillary to such sub-contract by way of variation or otherwise; and

"**Sub-Contract Works**" means the work, services and products [**• insert brief description of the Sub-Contract Works**] to be provided, carried out and completed by the Sub-Contractor pursuant to the Sub-Contract, as more specifically described in the Sub-Contract, as the same may from time to time be varied or supplemented pursuant to the Sub-Contract.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- 1.2.1 A reference to the singular shall include the plural, and *vice versa*, and a reference to any gender shall include all other genders.
- 1.2.2 Words importing persons shall include individuals, firms, partnerships, corporations, governments, governmental bodies and departments, authorities, agencies, unincorporated bodies of persons or associations and any other organisations having legal capacity.
- 1.2.3 The headings in this Agreement are inserted for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.2.4 Except where the context otherwise requires, a reference to a clause is a reference to a clause of this Agreement and, unless it is a specific reference to part of the clause only, is a reference to all the provisions of that clause.

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- 1.2.5 Any reference to any statute or statutory provision shall include references to any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations or other delegated or subordinate legislation made under the relevant statute.
- 1.2.6 References to this Agreement or to any other agreement or document shall be deemed to include a reference to this Agreement or the relevant agreement or document as amended, supplemented, substituted, novated or assigned from time to time (in each case in accordance with the terms of this Agreement or the relevant agreement or document).
- 1.2.7 Any reference to a person shall be deemed to include any successor to that person or any person which has taken over the functions or responsibilities of that person.
- 1.2.8 Unless otherwise provided, any notice, agreement, approval or waiver which requires to be issued, made or given in terms of this Agreement shall require to be issued, made or given in writing.

2. SUB-CONTRACTOR'S WARRANTIES

- 2.1 The Sub-Contractor warrants and undertakes to the Beneficiary that the Sub-Contractor has duly performed and observed, and shall continue to duly perform and observe, all the terms, provisions, conditions and stipulations expressed in or arising out of the Sub-Contract on the Sub-Contractor's part to be performed and observed.
- 2.2 Without prejudice to the generality of Clause 2.1, the Sub-Contractor warrants and undertakes to the Beneficiary that the Sub-Contractor has carried out and completed and/or shall carry out and complete the Sub-Contract Works and (to the extent that the Sub-Contractor is responsible under the Sub-Contract for design) the design of the Sub-Contract Works in accordance with the Sub-Contract; and (without prejudice to the generality of the foregoing) the Sub-Contractor further warrants and undertakes that in relation to the design of the Sub-Contract Works (including the selection of goods and materials for the Sub-Contract Works), insofar as the Sub-Contractor is responsible for the same pursuant to the Sub-Contract, the Sub-Contractor has exercised and shall continue to exercise the reasonable skill and care of a professionally qualified and competent architect, engineer or other design consultant of the relevant discipline who is experienced in designing products and/or works of a similar size, scope, value, purpose and complexity as the Operations.
- 2.3 The Sub-Contractor acknowledges and agrees that it owes a duty of care to the Beneficiary in relation to the performance of the Sub-Contractor's duties and obligations under or arising out of the Sub-Contract, and that the Beneficiary shall be deemed to

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have relied upon the warranties and undertakings given by the Sub-Contractor under this Agreement.

- 2.4 The obligations, duties and liabilities of the Sub-Contractor under or arising out of this Agreement shall not be limited or excluded by any inspection or inquiry into any matter which may be made or carried out by or for the Beneficiary nor by any failure or omission to carry out such inspection or inquiry, nor by any approval or consent by the Beneficiary (or failure to give approval or consent) to make or carry out any inspection or inquiry and whether or not any independent liability of any person to the Beneficiary arises in connection therewith.
- 2.5 Subject always to Clause 2.7, the Sub-Contractor shall have no greater duties or obligations, and shall be entitled in any action or proceedings by the Beneficiary under or arising out of this Agreement to rely on any limitation or exclusion of liability in the Sub-Contract and to raise the equivalent rights in defence of liability, as the Sub-Contractor would have had if the Sub-Contractor been appointed jointly by the Beneficiary and the Contractor under the Sub-Contract.
- 2.6 The Sub-Contractor shall not be entitled to contend in defence of any action or proceedings under or arising out of this Agreement or otherwise that the Sub-Contractor's liability to the Beneficiary is affected or diminished on the grounds that the Operating Company has suffered no loss or could not have suffered the loss suffered by the Beneficiary, or that the Operating Company has suffered a loss different from the Beneficiary, by reason of any breach by the Sub-Contractor of this Agreement. The parties hereto agree that the liability of the Sub-Contractor for any breach of this Agreement shall not be so affected or diminished. Furthermore, the Sub-Contractor shall not be entitled to raise, in defence of any action or proceedings under or arising out of this Agreement or otherwise, any defence of retention, set-off, compensation, reduction or counterclaim in respect of amounts due to the Sub-Contractor under the Sub-Contract or any other monies due by the Operating Company to the Sub-Contractor.

3. PROHIBITED MATERIALS

- 3.1 Without prejudice to the generality of Clause 2, the Sub-Contractor warrants and undertakes to the Beneficiary that insofar as the Sub-Contractor is responsible pursuant to the Sub-Contract for the selection of goods or materials for use in the Sub-Contract Works, the Sub-Contractor has exercised and shall continue to exercise the level of reasonable skill and care referred to in Clause 2.2 not to use and/or to specify for use in the Sub-Contract Works any goods or materials:

- 3.1.1 which by their nature or application contravene any applicable British or European Standard and/or which have been supplied and/or placed on the market in breach of statutory requirements; or

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3.1.2 which contravene the recommendations of the BCO Guide “Good Practice in the Selection of Construction Materials” current at the date of entering into the Sub-Contract.

3.2 The Sub-Contractor shall in any event notify the Beneficiary and the Operating Company in the event that the Sub-Contractor becomes aware that any goods or materials, which are not in accordance with the said guidelines, have been used in any part of the Operations.

4. OBLIGATIONS PRIOR TO TERMINATION OR SUSPENSION OF THE SUB-CONTRACT

4.1 The Sub-Contractor warrants and undertakes to the Beneficiary that the Sub-Contractor shall not exercise or seek to exercise any rights of termination of the Sub-Contract or its employment thereunder, nor discontinue or suspend the performance of any of the Sub-Contractor's services, duties or obligations under the Sub-Contract for any reason, including breach on the part of the Operating Company, without giving to the Beneficiary not less than 28 days' notice of the Sub-Contractor's intention to do so and specifying the grounds for the proposed termination, discontinuance or suspension.

4.2 Any period stipulated in the Sub-Contract for the exercise by the Sub-Contractor of a right of termination or suspension shall nevertheless be extended as may be necessary to take account of the period of notice required under Clause 4.1.

4.3 Compliance by the Sub-Contractor with the provisions of Clause 4.1 shall not be treated as a waiver of any breach on the part of the Operating Company giving rise to the right of termination, discontinuance or suspension nor otherwise prevent the Sub-Contractor from exercising its rights after the expiration of the notice unless the right of termination, discontinuance or suspension shall have ceased under the provisions of Clause 5.

5. BENEFICIARY'S STEP IN RIGHTS

5.1 The right of the Sub-Contractor to terminate the Sub-Contract or its employment thereunder or to suspend or discontinue performance of the Sub-Contract Works shall cease within the period of 28 days referred to in Clause 4.1 if within the said period the Beneficiary gives notice to the Sub-Contractor:

5.1.1 requiring the Sub-Contractor to continue to perform its duties and obligations under the Sub-Contract;

5.1.2 acknowledging that the Beneficiary (or its nominee) is assuming all the rights and shall perform all the obligations of the Operating Company under the Sub-Contract; and

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- 5.1.3 undertaking to pay to the Sub-Contractor any sums which have become due and payable to the Sub-Contractor under the Sub-Contract but which remain unpaid, and to discharge all payments which may subsequently become due and payable to the Sub-Contractor pursuant to the Sub-Contract.
- 5.2 Upon compliance by the Beneficiary with the requirements of Clause 5.1, the Sub-Contract shall continue in full force and effect as if the right of termination, discontinuance or suspension on the part of the Sub-Contractor had not arisen and in all respects as if the Sub-Contract had been made between the Sub-Contractor and the Beneficiary (or its nominee) to the exclusion of the Operating Company .
- 5.3 Notwithstanding that as between the Operating Company and the Sub-Contractor the Sub-Contractor's right of termination, discontinuance or suspension may not have arisen, the provisions of Clause 5.2 shall nevertheless apply if the Beneficiary gives notice to the Sub-Contractor and the Operating Company to that effect and the Beneficiary or its nominee complies with the requirements on its part under Clause 5.1.
- 5.4 The Sub-Contractor shall not be concerned or required to enquire whether, and shall be bound to assume that, as between the Operating Company and the Beneficiary, circumstances have occurred permitting the Beneficiary to give notice under Clause 5.3. Upon the giving of the notice by the Beneficiary to the Sub-Contractor under Clause 5.3, the Sub-Contract shall continue in force as if it had been made between the Sub-Contractor and the Beneficiary (or its nominee) to the exclusion of the Operating Company.
- 5.5 Upon payment by the Beneficiary in accordance with Clause 5.1 of sums owed to the Sub-Contractor, the Beneficiary shall be entitled to recover such sums from the Operating Company, and by its execution of this Agreement, the Operating Company accepts liability to the Beneficiary for such sums.
- 5.6 The Operating Company acknowledges that by acting in accordance with the provisions of this Clause 5, the Sub-Contractor shall not by so doing incur any liability to the Operating Company .

6. PROFESSIONAL INDEMNITY INSURANCE

- 6.1 The Sub-Contractor shall take out [professional indemnity] [product liability] insurance with insurers lawfully carrying on insurance business in the [United Kingdom] [European Union], in an amount not less than [*● insert amount of PII / product liability insurance that the Sub-Contractor is obliged by its Sub-Contract to maintain*] [for any one claim] [in the aggregate in any one year of insurance];¹ and provided that such insurance

¹ Basis of PII cover to reflect the basis of cover required by the Sub-Contract.

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remains available at commercially reasonable rates and upon commercially reasonable terms, the Sub-Contractor shall maintain such [professional indemnity] [product liability] insurance [until the expiry of twelve (12) years after Practical Completion.

- 6.2 As and when reasonably requested by the Beneficiary, the Sub-Contractor shall provide evidence in the form of a broker's certificate showing that the insurance referred to in Clause 6.1 is being maintained.
- 6.3 The Sub-Contractor shall immediately notify the Beneficiary if the insurance referred to in Clause 6.1 ceases to be available at commercially reasonable rates and/or upon commercially reasonable terms. The Sub-Contractor shall in such circumstances maintain [professional indemnity] [product liability] insurance in such amount as is then available at commercially reasonable rates and upon commercially reasonable terms.

7. DOCUMENTS

- 7.1 The Sub-Contractor hereby grants and/or shall grant to the Beneficiary an irrevocable, royalty-free, non-exclusive licence to use and/or reproduce all documents, drawings, models, plans, specifications, schedules, calculations, photographs, brochures, reports, notes of meetings, CAD and/or BIM materials and any other work (including computer software) and the designs contained within them produced by or for the Sub-Contractor in relation to the Sub-Contract Works, the Operations, the site of the Operations and/or the Unit (whether in existence or to be made) (the "Documents") for any purpose connected with the Operations, the site of the Operations and/or the Unit Development, including without limitation the construction, execution, completion, reconstruction, modification, extension, repair, reinstatement, refurbishment, development, maintenance, use, letting, occupation, management, sale, promotion and advertisement thereof. Such licence shall carry the right to grant sub-licences on terms equivalent to the provisions of this Clause 7.1 and the Beneficiary's licence and such sub-licences shall be transferable without the prior consent of the Sub-Contractor to others without charge and shall subsist notwithstanding the termination (for any reason) of the Sub-Contract or the Sub-Contractor's employment thereunder. The copyright in the Documents shall remain vested in the Sub-Contractor. The Sub-Contractor will not be liable for any misuse of the Documents.
- 7.2 Insofar as the Sub-Contractor is the author (as referred to in the Copyright, Designs and Patents Act 1988) of any of the Documents and/or any part of the Sub-Contract Works, the Sub-Contractor waives any moral rights which the Sub-Contractor might otherwise be deemed to possess under Chapter IV of such Act in respect thereof. If requested by the Beneficiary, the Sub-Contractor shall use all reasonable endeavours to procure for the Beneficiary a corresponding waiver from the author (as referred to in such Act) of the remainder of the Documents and of the Sub-Contract Works in respect of the same.
- 7.3 The Sub-Contractor shall on request provide to the Beneficiary or to any persons authorised in writing by the Beneficiary:

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- 7.3.1 access to the Documents at any reasonable time, at no cost to the Beneficiary; and
- 7.3.2 a copy of any or all of the Documents (in electronic form, if so requested by the Beneficiary), as may be requested by the Beneficiary, no later than 14 days after receipt of a written request by the Beneficiary, in which event the Sub-Contractor shall be entitled to payment of the Sub-Contractor's reasonable copying charges for providing copies of such Documents.
- 7.4 Any royalties or other sums payable in respect of the supply and/or use of any patented articles, processes or inventions required in connection with the Sub-Contract Works shall be paid by the Sub-Contractor. The Sub-Contractor warrants that the use and/or reproduction of any of the Documents for the purposes set out in clause 7.1 will not infringe the rights of any third person. The Sub-Contractor shall indemnify and keep indemnified the Beneficiary in relation to any claim by any third party arising out of or in connection with the use and/or reproduction of any of the Documents in accordance with clause 7.1.

8. NOTICES

- 8.1 Any notice or other communication required to be given under this Agreement shall be validly served only if served by:
- (a) prepaid recorded delivery or special delivery post addressed as set out in this Clause 8; or
- (b) delivery by a recognised firm of couriers to such address

and any notice or other communication so served shall subject to proof to the contrary be deemed to have been served:

- (i) in the case of (a) above, two Business Days after posting the same;
- (ii) in the case of (b) above, upon delivery.

In proving service, it shall be sufficient to prove that the notice or other communication was properly addressed and posted or that delivery took place.

- 8.2 Any notice or other communication given in accordance with this clause shall be addressed as follows:

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(a) to [• *insert name of Sub-Contractor*]:

[• *insert full name and address*]

marked for the attention of [•]

(b) to Scottish Ministers

[• *insert full name and address*]

marked for the attention of [•]

(c) to [• *insert name of Operating Company*]:

[• *insert full name and address*]

marked for the attention of [•]

Each party may change its nominated address for the purposes of this clause by prior notice to the other parties.

9. ASSIGNATION

9.1 The benefit of this Agreement or any rights hereunder shall be assignable by the Beneficiary on two occasions only without the consent of the Sub-Contractor being required. No further or other assignation shall be permitted without the consent of the Sub-Contractor (such consent not to be unreasonably withheld or delayed).

9.2 The Sub-Contractor may not assign any of its rights or obligations under this Agreement.

9.3 The Sub-Contractor agrees and undertakes not to contend in the course of proceedings under or arising out of this Agreement that its liability to an assignee is affected or diminished where the preceding assignors have suffered no loss or could not have suffered the loss suffered by the assignee, or that the assignors suffered a loss different from the assignee by reason of any breach or failure by the Sub-Contractor.

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10. FURTHER WARRANTIES

10.1 No action or proceedings under this Agreement or for breach thereof shall be commenced against the Sub-Contractor [after the expiry of 12 years from Practical Completion].

11. GOVERNING LAW AND JURISDICTION

11.1 This Agreement shall be governed by, construed and receive effect in accordance with the Law of Scotland.

11.2 The parties submit to the exclusive jurisdiction of the Scottish Courts as regards any claim or matter arising under or out of this Agreement.

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11.3 The parties hereby consent to the registration of this Agreement for registration and execution.

IN WITNESS WHEREOF these presents consisting of this and the [●] preceding pages are executed as follows:

Subscribed for and on behalf of the Sub-Contractor:

.....
Full Name of Director /
Company Secretary

.....
Signature of Director / Company Secretary

In the presence of this witness

.....
Signature of witness

Full name of witness

.....

Address of witness

.....

Date when signed:

.....

Town where signed:

.....

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Subscribed for and on behalf of Scottish Ministers

.....
Full Name of authorised signatory

.....
Signature of authorised signatory

In the presence of this witness

.....
Signature of witness

Full name of witness

.....

Address of witness

.....

Date when signed:

.....

Town where signed:

.....

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Subscribed for and on behalf of *[insert Operating Company 's full legal name]:*

.....
Full Name of Director /
Company Secretary

.....
Signature of Director / Company Secretary

In the presence of this witness

.....
Signature of witness

Full name of witness

.....

Address of witness

.....

Date when signed:

.....

Town where signed:

.....

Appendix 3 – Form of Model Bond & Undertaking and Parent Company Guarantee

BOND AND UNDERTAKING

by

***To be inserted (registered number
and registered office to be included)***
(hereinafter referred to as the "Guarantor")
to

The Scottish Ministers

WHEREAS

[Name of the Operating Company to be inserted, including the registered number and the registered office, where applicable] (hereinafter referred to as the "Operating Company") and the Scottish Ministers have entered into a contract dated *[to be inserted]* for the management and maintenance of the Scottish Trunk Road Network for the South East Unit (hereinafter referred to as "the Contract"),

NOW THEREFORE *[Name of Guarantor to be inserted]* AND THE SCOTTISH MINISTERS HAVE AGREED AS FOLLOWS:

1. Subject to Clause 4 hereof, we, *[Name of Guarantor to be inserted]* (hereinafter referred to as the "Guarantor") give you The Scottish Ministers our bond and undertaking and bind and oblige ourselves to pay to you, The Scottish Ministers, within ten (10) Working Days of your first demand in writing (a "**Demand**") stating that the Contractor is in breach of its obligations under the Contract, the sum stated in such Demand provided that such Demand:
 - (a) shall be delivered to us by hand, by post or by courier service, and
 - (b) shall be accompanied by a statement by you or on your behalf that the Contractor is in breach of its obligations under the Contract.
2. We hereby agree that we shall fulfil our obligations under this Bond and Undertaking without proof or conditions save as expressly provided herein and that receipt by us of a Demand in accordance with the terms of this Bond and Undertaking shall be conclusive evidence to our liability to pay the sum stated in the Demand.
3. This Bond and Undertaking shall expire and the Guarantor's liability hereinafter shall be released and discharged absolutely, at the end of the Contract Period or

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settlement of the final account whichever is the later except in respect of any demand in writing made before such date.

4. The Guarantor's liability under this Bond and Undertaking shall not exceed in aggregate the sum of £2,000,000.
5. This Bond and Undertaking and the benefit thereof shall not be assigned by any of the parties hereto without the prior written consent of all the parties hereto.
6. This Bond and Undertaking shall be governed by and construed in accordance with the laws of Scotland and the parties hereto submit to the jurisdiction of the Scottish Courts:

IN WITNESS WHEREOF these presents consisting of this page 2 of 2 and the preceding page 1 of 2 are duly signed and witnessed:

Dated this _____ day of _____

Signature in the capacity of

Name (print in BLOCK CAPITALS)

Witness signature

Witness name (print in BLOCK CAPITALS)

Duly authorised to sign a Bond Guarantee or Undertaking for and on behalf of:

.....

Postal Address:

.....

Telephone No:..... Facsimile No:.....

PARENT COMPANY GUARANTEE

Parent Company Guarantee as set out in Schedule 6 Clarifications and Other Documentation, Appendix 1 Attachment 1.4 Annex F to Form of Tender: Form of Final Tender Parent Company Guarantee

Appendix 4 - TUPE Information and Pension Matters

1.1 Transfer of Undertakings

- 1.1.1 The Parties acknowledge that the Transferring Employees will transfer to the employment of the Operating Company and become Contract Personnel of the Operating Company on the Commencement of Service Date.
- 1.1.2 Prior to and after Commencement of Service the Operating Company will comply with their obligations under the TUPE Regulations. The Operating Company warrants that it will comply with its obligations under the TUPE Regulations on total or partial cessation of Operations and it will procure that any contractor or subcontractor of any tier will comply with those obligations.
- 1.1.3 The Scottish Ministers shall not be liable for any failure of the Operating Company or any contractor or sub-contractor (of any tier) to fulfil its obligations under the TUPE Regulations.
- From Commencement of Service the Operating Company will pay, provide and settle in full all remuneration and benefits of any kind which are due to the Contract Personnel. These will be paid or provided no later than the date such remuneration and or benefits are due.
- 1.1.4 At any time during the existence of this Contract or after its expiry or termination, the Operating Company shall provide to the Scottish Ministers in writing such Contract Personnel Information as the Scottish Ministers may require.
- Such information shall be provided within four weeks of receipt of any request, or such other reasonable period as agreed by the Scottish Ministers, and in such formats as may be specified by the Scottish Ministers.
- 1.1.5 The Operating Company shall supply the TUPE Information described in Table 2.1.17/A of this Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters, whether requested or not to the Scottish Ministers in writing (or in such format as may be specified by the Scottish Ministers), at least twenty four (24) months before the Service End Date. The TUPE Information is only to include details relating to those Contract Personnel who are employees of the Operating Company (and or any contractor or subcontractor of any tier) and will be organised by reference to the particular employer.

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Table 2.1.17/A – TUPE Information Required

Required Information
Date of Birth.
Gender.
Employer.
Job/post title.
Department.
Location of each employee post.
Basic Hours per week.
Which of the various standard terms and conditions of employment is applicable (by reference to the one complete copy of the standard terms and conditions of employment which is to be provided for each employee or for each particular category of employee).
Annual Salary or wage, including additional benefits and earnings including overtime, bonuses, standby, call out, ad hoc allowance, shift allowance, 13 week average wage, share schemes, buy/sell leave, BUPA Dental, BUPA Medical and confirmation that bonus payments are contractual.
Overtime rates and conditions.
Accommodation and travel allowances paid as part of employment package (excludes information on reimbursement of “as incurred expenses”).
Frequency of salary or wage payments, and pay date.
Leave entitlement – annual and public holiday.
Contract type – permanent or temporary, and whether full time or part time.
Company Car/Vehicle scheme details – Car/Van/Allowance, if allowance how much, is vehicle taken home, car model, if fuel provided, mileage rate.
Details of any other ad hoc allowances i.e. first aid, fire warden, flexitime etc.
Date of commencement of last period of service.
Period of notice for each employee to terminate employment.
Pension scheme terms and conditions, including sufficient information to enable the potential liabilities of potential transferees to be understood in respect of the rights that do transfer.
Employee pension details – in standard scheme or entitled to it, employee contribution, employer contribution, fully funded, list impact on pension membership of any enhanced remuneration and benefits which transfer under TUPE.
Whether an active member of a Local Government Pension Scheme.

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Required Information
Details of Life Assurance e.g. 2 x Salary.
Training records and qualifications.
Future training cost commitments.
Long term sick leave records.
Details of sick pay entitlement.
Trade Union Recognition.
Disciplinary records.
Details of any entitlement to enhanced rights on being made redundant (whether it is an entitlement to a cash payment or a pension benefit).
Details of the percentage of the total time employed that each employee is engaged in performance of the Operations.
Details of the percentage of total time employed that each employee is engaged in performance of the Operations in the last 6 months.
Continuous service date.
Copies of rules of any pension scheme which any employee is a member of.
Maternity leave, paternity leave and parental leave records.
Pay Grade, Pay Review Details, and Pay Agreements.
Details of any court or tribunal case, claim or action (i) brought by an employee against the transferor within the past two years or (ii) that the transferor has reasonable grounds to believe that an employee may bring against the transferee, arising out of the employee's employment with the transferor.
Details of which of the various collective agreements apply (by reference to the one complete copy which is to be provided of each and every collective agreement which will have affect after the transfer).
Details of any current, outstanding or anticipated grievances or disputes in the past two years.

- 1.1.6 After the TUPE Information has been provided, the Operating Company shall notify the Scottish Ministers in writing of any change to any part of the TUPE Information (such information being the "Updated TUPE Information") and shall co-operate with any reasonable requests made by the Scottish Ministers or any prospective tenderer or incoming operating company concerning the TUPE Information and or the Updated TUPE Information all within fourteen (14) days of a change or receipt of a request, whichever is the earlier.

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- 1.1.7 The Operating Company warrants that the TUPE Information, the Updated TUPE Information and Contract Personnel Information, will be complete and accurate as at the date it is supplied to the Scottish Ministers.
- 1.1.8 The Operating Company irrevocably waives, and procures that its contractors, and sub-contractors of any tier, irrevocably waive, the right of confidentiality and any other right that it or they may have in respect of the TUPE Information, the Updated TUPE Information, or the Contract Personnel Information.
- 1.1.9 The Scottish Ministers may disclose any of the TUPE Information, Updated TUPE Information and Contract Personnel Information to any prospective tenderer and incoming operating company and will ensure that, prior to such disclosure, the prospective tenderer or the incoming operating company undertakes not to disclose (unless required by law to do so) such information to any other person other than a person who:
- (i) is a servant, agent or legal adviser of the prospective tenderer or incoming operating company, and
 - (ii) has undertaken not to disclose that information unless required by law to do so.

If after the Service End Date:

- (iii) any contract of employment relating to an individual (a) who is not included in the TUPE Information provided under Clause 1.1.15 of this Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters or otherwise, or (b) who is included in the TUPE Information provided under Clause 1.1.15 of this Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters but who has been identified by the Operating Company as not being eligible to transfer as provided for by Clause 1.1.15 of this Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters, or (c) who has been included in the TUPE Information provided under Clause 1.1.15 of this Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters or otherwise but has incorrectly been identified as being eligible to transfer by the Operating Company under Clause 1.1.15 of this Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters (together the "Undisclosed Employees"), shall have effect as if originally made between the Scottish Ministers (or an incoming operating company) and the individual or any individual Undisclosed Employee claims that their contract has this effect, or

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- (iv) any collective agreement shall have effect as if originally made between the Scottish Ministers (and or an incoming operating company) and any party to the collective agreement or any party claims that a collective agreement has this effect (together the "Undisclosed Agreements"),

the Scottish Ministers (or an incoming operating company) may forthwith terminate the Undisclosed Agreements and or employment of the Undisclosed Employees.

1.1.10 The Operating Company shall indemnify and keep indemnified the Scottish Ministers or (if the Scottish Ministers so direct) any incoming operating company in respect of any claims, costs (including Scottish Ministers' costs), expenses, payments, damages, compensation awards and liabilities arising from:

- (i) any claim by any person that the transfer of his employment to an incoming operating company (or any contractor or subcontractor of any tier) or Scottish Ministers involves or would involve a substantial change in working conditions to his material detriment or a claim that it gives or would give him grounds to claim constructive dismissal or any objection to the transfer by a Transferring Employee,
- (ii) the employment of the Contract Personnel and the Undisclosed Employees by the Operating Company (or any contractor or subcontractor of any tier),
- (iii) the employment of the Undisclosed Employees, the termination of the employment of the Undisclosed Employees or the termination of the Undisclosed Agreements, in each case by the Scottish Ministers or an incoming operating company,
- (iv) any act or omission by the Operating Company (or any contractor or subcontractor of any tier) in relation to the Contract Personnel,
- (v) any claim (including any entitlement of any Contract Personnel or Undisclosed Employee consequent on such a claim) by any trade union or staff association or employee representative arising from or connected with any failure by the Operating Company (or any contractor or subcontractor of any tier) to comply with any legal obligation to such trade union or staff association or employee representative (whether under the TUPE Regulations or otherwise),
- (vi) any failure by the Operating Company (and or any contractor or subcontractor of any tier) to comply with its obligations under Clause 1 of this Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters, and

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- (vii) any failure by the Operating Company or any contractor or subcontractor of any tier, to comply with its obligations under regulations 11 and 13 of the TUPE Regulations at any time.
- 1.1.11 The Operating Company shall indemnify the Scottish Ministers and be liable for any additional employment costs incurred by the Scottish Ministers and any successor organisation to the Operating Company resulting from inaccurate or incomplete information submitted by the Operating Company under this Clause 1 of Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters. Employment costs referred to in this clause shall also include costs of terminating employment of individuals and costs resulting from the Scottish Ministers' and the successor's organisation's representation at employment tribunals.
- 1.1.12 The Operating Company shall or shall procure that its contractors, sub-contractors and suppliers of any tier to whom any Contract Personnel transfer under TUPE shall:
- (i) ensure that all Contract Personnel are engaged on terms and conditions of employment which are no less favourable overall than those applying to them immediately before the Commencement of Service Date;
 - (ii) subject to Clause 1.1.12(i) of Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters ensure that the terms and conditions offered to any new employees who are being employed or engaged in the Operations are offered after full consultation with the representatives of any recognised trade union of the Contract Personnel or, in the event that there is no recognised trade union for the Contract Personnel, with other elected representatives of such Contract Personnel;
 - (iii) subject to Clause 1.1.12(i) and Clause 1.1.14 of Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters, ensure that any changes to the terms and conditions of the Contract Personnel are achieved after full consultation with the representatives of any recognised trade union of such Contract Personnel or, in the event that there is no recognised trade union for such Contract Personnel, with other elected representatives of such Contract Personnel;
 - (iv) use all reasonable endeavours to promote and conduct fair employment practices and best practice in relation to health and safety and equal opportunities and maintain a constructive approach to employee relations, including to the question of trade union recognition.
 - (v) support any government sponsored review of any guidelines, recommendations or requirements in relation to public private partnerships in Scotland and the Operating Company shall provide (and shall procure

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- that any of its contractors, sub-contractors and suppliers of any tier shall provide) the Scottish Ministers with all such advice, information or other support as it shall require to enable it to assist any such reviews;
- (vi) provide in writing to the Scottish Ministers immediately upon a request from the Scottish Ministers subject to its obligations relating to data protection and confidentiality, all such information or documentation as the Scottish Ministers may require acting reasonably to enable it to review and monitor the extent to which the Operating Company (or any of its contractors, sub-contractors and suppliers of any tier) complies with the conditions set out in the document “Public Private Partnerships in Scotland – Protocol and Guidance Concerning Employment Issues” and the Statutory Guidance on the Selection of Tenderers and Award of Contracts - Addressing Fair Work Practices, including the Living Wage, in Procurement in each case as amended or replaced from time to time (or any such similar protocol, requirements or guidance issued and with which the Scottish Ministers, the Operating Company or any of its contractors, sub-contractors and suppliers of any tier may be required to comply) and in this Clause 1 of Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters throughout the period of this Agreement. Such information may include (but shall not be limited to) information relating to:-
- (a) the management arrangements for the Contract Personnel;
 - (b) the pay, terms and conditions of the Contract Personnel, including approach to supporting the Living Wage (as defined in the Statutory Guidance on the Selection of Tenderers and Award of Contracts - Addressing Fair Work Practices, including the Living Wage, in Procurement) and details of the pension arrangements for Contract Personnel;
 - (c) the variety of workforce training and development opportunities available to the Contract Personnel;
 - (d) the framework for and conduct of employee relations relating to the Contract Personnel, including the employer’s approach to trade union recognition and facilities;
 - (e) the health and safety, equal opportunities or other employment related procedures relating to the Contract Personnel;
 - (f) approach to stability of employment and hours of work, and avoiding exploitative employment practices, including for

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example, avoiding inappropriate use of zero-hours contracts;
and

- (g) approach to promoting equality of opportunity and flexible working (including for example, practices such as flexi-time and career breaks) and support for family friendly working and wider work life balance;
 - (vii) provide to the Scottish Ministers as soon as reasonably practicable any further information or documentation in its possession or under its control (or which it can reasonably obtain) which updates any information or documentation provided in accordance with Clause 1.1.12(vi) of Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters above; and
 - (viii) warrant that the information provided to the Scottish Ministers in accordance with Clause 1.1.12(vi) and Clause 1.1.12(vii) of Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters above will be full, complete and accurate.
- 1.1.13 The Operating Company shall be liable for any costs incurred by the Scottish Ministers and any successor organisation to the Operating Company due to the non-disclosure by the Operating Company of any collective agreements that are subject to TUPE Regulations.
- 1.1.14 Within the period of six (6) months prior to the Service End Date, the Operating Company shall not (and shall procure that any contractor or sub-contractor of any tier shall not): (a) alter the terms and conditions of the Contract Personnel; (b) increase the number of total Contract Personnel assigned to the Operations; or (c) change the identity of the Contract Personnel unless such person is replaced with an individual of equivalent or greater level or skill and experience; without the consent of the Scottish Ministers. The requirements of this clause shall also apply following:
- (i) the occurrence of any circumstance given in Schedule 1 Conditions of Contract, Clause 9 Termination, 9.1 Termination of this Contract which enables the Scottish Ministers to terminate the contract, or
 - (ii) the issue of a notice of termination under Schedule 1 Conditions of Contract, Clause 9 Termination, 9.1 Termination of this Contract.
- The requirements of this clause do not apply to changes arising in order to comply with nationally agreed settlements or Legislation.
- 1.1.15 Within twenty one (21) days of service of any notice of termination under Schedule 1 Conditions of Contract, Clause 9 Termination, 9.1 Termination of this Contract, the Operating Company shall provide the Scottish Ministers with the Contract Personnel

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Information and the TUPE Information. The Operating Company shall identify those employees whose details are included in the TUPE Information but who are not eligible to transfer by operation of the TUPE Regulations to the Scottish Ministers or an incoming operating company.

- 1.1.16 The provisions of this Clause 1 of Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters shall survive the expiry or termination of this Contract howsoever arising.

1A PENSION MATTERS

1A.1 Operating Company to become an Admission Body

Where the Operating Company (or any relevant contractor or sub-contractor) employs any Pensionable Authority Employees from the Commencement of Service Date it shall offer those Pensionable Authority Employees membership of the LGPS, and the Operating Company shall procure that it (and or any relevant contractor or sub-contractor) shall become an Admission Body. The Operating Company shall before the Commencement of Service Date execute (and procure that any relevant contractor or sub-contractor executes) an Admission Agreement in accordance with the requirements set out in the Admission Agreement which will have effect from and including the Commencement of Service Date. Where the Operating Company (and or any relevant contractor or sub-contractor) fails to execute an Admission Agreement before the Commencement of Service Date or terminates the Admission Agreement while providing Operations during the Contract Period and while employing any Pensionable Authority Employees, the Scottish Ministers shall have a right of termination of this Contract in accordance with Schedule 1 Conditions of Contract, Clause 9 Termination, 9.1 Termination of this Contract.

1A.2 Liability for underfunding prior to **the Commencement of Service Date**

Where the Operating Company (and/or any relevant contractor or sub-contractor) becomes an Admission Body, the Parties agree that the Operating Company (and or any relevant contractor or sub-contractor) shall not be responsible for any underfunding in the LGPS which relates to (and is calculated by reference to) service of any Pensionable Authority Employee prior to the Commencement of Service Date and which underfunding shall be the responsibility of the Scottish Ministers

1A.3 Admission Agreement

The Scottish Ministers will before the Commencement of Service Date execute the Admission Agreement referred to in this Clause 1A.1 of Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters and shall use reasonable endeavours to ensure that the Administering Authority executes the said Admission Agreement before the Commencement of Service Date.

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1A.4 Indemnity for a breach of the Admission Agreement

The Operating Company hereby indemnifies the Scottish Ministers and/or any future operating company, contractor or sub-contractor and, in each case, their sub-contractors on demand from and against all losses suffered or incurred by the Scottish Ministers which arise from any breach by the Operating Company (or any relevant contractor or sub-contractor) of the terms of the Admission Agreement to the extent that such liability arises before, or as a result of, the termination (howsoever caused), suspension or expiry of this Contract.

1A.5 Indemnity or bond

The Scottish Ministers will provide an indemnity to the Administering Authority under the LGPS Regulations in terms of the Admission Agreement. If the Operating Company is subsequently notified in writing by the Scottish Ministers that the Operating Company and any contractor and or sub-contractor shall be required to provide an indemnity or bond in an approved form within the meaning of Schedule 2 Part 2 Paragraph 7 of the LGPS Regulations, the Operating Company shall provide (and shall ensure that any relevant contractor or sub-contractor shall provide such said indemnity or bond) as soon as reasonably practicable such said indemnity and or bond.

1A.6 Right of Set Off

The Scottish Ministers will have a right to set off against any payments due to the Operating Company under this Contract an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Operating Company (or from any relevant contractor and/or sub-contractor (as applicable)) under the Admission Agreement.

1A.7 Liabilities of the Parties and Payments relating to Pensions

1A.7.1 The following provisions shall apply to liability and payments as between the Parties in relation to the provisions of this Clause 1A of Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters:

- (i) The Operating Company shall pay to the Administering Authority as and when required by the Administering Authority any and all Pension Fund Payments specified by the Admission Agreement in accordance with this Contract or required under the LGPS Regulations, including as a minimum the Pension Contribution Amounts (and as a condition for the operation of Clause 1A.8 of Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters),
- (ii) All or part of such Pension Fund Payments shall be charged to the Scottish Ministers as part of the Application for Payment submitted in accordance

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- with Schedule 1 Conditions of Contract, Clause 5 Payments, 5.4 Payments under this Contract, with the exception of any Additional Pension Costs which shall be met in full by the Operating Company. The Operating Company shall provide within twenty (20) Working Days of the end of each Annual Period an annual breakdown of the Pension Fund Payments that shall evidence to the Scottish Ministers' reasonable satisfaction that the Application for Payment submitted in accordance with Schedule 1 Conditions of Contract, Clause 5 Payments, 5.4 Payments under this Contract did not include any part of the Additional Pension Costs, and
- (iii) Immediately on a liability to contribute under a rates and adjustments certificate under regulations 60 or 61 of the LGPS Regulations arising on the Operating Company (and or any relevant contractor or sub-contractor), the Operating Company shall notify the Scottish Ministers (and shall procure that any relevant contractor or sub-contractor shall notify the Scottish Ministers) in writing of the Actual Contribution Amount set out in that rates and adjustments certificate issued by the Administering Authority.
- 1A.8 Debt arising as a result of cessation of participation in the LGPS
- 1A.8.1 Where an Admission Agreement is terminated or otherwise ceases to have effect and the Operating Company (and/or any relevant contractor or sub-contractor) is required in terms of the Admission Agreement to pay an additional contribution to the LGPS pursuant to a rates and adjustments certificate issued under regulation 61 of the LGPS Regulations or otherwise (the "Exit Contribution"), the Operating Company shall (or shall procure that any contractor and or sub-contractor shall) pass the account or invoice in relation to the Exit Contribution to the Scottish Ministers within 20 Working days of receipt of such account or invoice issued by the Administering Authority. The Scottish Ministers will be responsible for paying an amount equal to the Exit Contribution, subject to Clause 1A.8.2 of Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters, to the Administering Authority for immediate credit to the LGPS.
- 1A.8.2 The Operating Company (and/or any relevant contractor or sub-contractor) shall be responsible for any part of any Exit Contribution arising on termination of the Admission Agreement which relates to any unpaid contributions due under the Admission Agreement up to the date of termination of the Admission Agreement and or any Additional Pension Costs liabilities under Clause 1A.7.1(ii) of Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters.

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1A.9 Liability for Costs

All costs incurred in connection with the Admission Agreement shall be borne by the Operating Company.

1A.10 Pension issues on Expiry or Termination

1A.10.1 The Operating Company shall (and shall procure that any relevant contractor or sub-contractor shall):

- (i) maintain such Records, including as a minimum, documents and information as will be reasonably required in the opinion of the Scottish Ministers to manage the pension aspects of any onward transfer of any person engaged or employed by the Operating Company (or any relevant contractor or sub-contractor) in the provision of the Operations on the expiry or termination of this Contract (including as a minimum identification of the Pensionable Authority Employees),
- (ii) provide to the Scottish Ministers such Records, documents and information mentioned in Clause 1A.10.1(i) of Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters which the Scottish Ministers may reasonably request in advance of the expiry or termination of this Contract, and
- (iii) fully co-operate with the reasonable requests of the Scottish Ministers relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Operating Company (or any relevant contractor or sub-contractor) in the provision of the Operations on the expiry or termination of this Contract.

1A.11 Discretionary Benefits

1A.11.1 Where the Operating Company (or a relevant contractor or sub-contractor) is an Admission Body, the Operating Company shall (and or shall procure that any relevant contractor or sub-contractor shall) award benefits (where permitted) to the Pensionable Authority Employees under the LGPS (Compensation) Regulations and/or the LGPS Regulations in circumstances where the Pensionable Authority Employees would have received such benefits had they still been employed by the outgoing operating company.

1A.11.2 Where the award of benefits in Clause 1A.11.1 of Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters is not permitted under the LGPS (Compensation) Regulations and or the LGPS Regulations, the Operating Company shall (and/or shall procure that any relevant contractor or sub-contractor shall) award benefits to the Pensionable Authority Employees which are no less favourable than the benefits the Pensionable Authority Employees would have

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received under the LGPS (Compensation) Regulations and/or the LGPS Regulations in circumstances where the Pensionable Authority Employees would have received such benefits had they still been employed by the [Outgoing Operating Company].

1A.11.3 Where under Clause 1A.11.1 and Clause 1A.11.2 of this Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters such benefits are of a discretionary nature, they shall be awarded on the basis of the [Outgoing Operating Company]'s historic written policy in relation to such benefits at the time of the Commencement of Service Date (which the Scottish Ministers shall provide upon request). Where the payment of such benefits is not, for whatever reason, possible, the Operating Company shall (and or shall procure that any relevant contractor or sub-contractor shall) compensate the Pensionable Authority Employees in a manner which is broadly comparable or equivalent in cash terms in the opinion of the UK Government Actuary's Department (GAD).

1A.12 New Employees Pension Scheme

The Operating Company shall procure that the New Employees are offered membership of a good quality employer pension scheme (subject always to such pension scheme being auto-enrolment compliant for the purposes of the *Pensions Act 2008*), being either:

- (i) a contracted-out final salary based defined benefit scheme, or
- (ii) a defined contribution scheme under which the employer must match employee contributions up to six percent (6%), or
- (iii) a stakeholder pension scheme, under which the employer matches employee contributions up to six percent (6%).

All or part of such New Employee Pension Contributions shall be charged to the Scottish Ministers as part of the Application for Payment submitted in accordance with Schedule 1 Conditions of Contract, Clause 5 Payments, 5.4 Payments under this Contract up to a maximum of 6%. Any amounts in excess of 6% (the "Excess New Employee Contributions") shall be met in full by the Operating Company unless a higher maximum contribution percentage is consented to by the Director. The Operating Company shall provide within twenty (20) Working Days after the end of each Annual Period an annual breakdown of the New Employee Pension Contributions that shall evidence to the reasonable satisfaction of the Scottish Ministers that the Application for Payment submitted and payments made in accordance with Schedule 1 Conditions of Contract, Clause 5 Payments, 5.4 Payments under this Contract did not include any part of the Excess New Employee Contributions.

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**1A.13 Operating Company and contractors and subcontractors and Clause 1A
Pension Matters**

Where a contractor or subcontractor employs any Pensionable Authority Employees, the Operating Company shall procure that the contractor or subcontractor shall deal with the provision of pension benefits in accordance with this Clause 1A of Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters as though references in this Clause 1A of Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters to the Operating Company were references to the contractor and subcontractor and references to the “Commencement of Service Date” were references to the date of the transfer to the contractor or subcontractor. The Operating Company shall indemnify and keep indemnified the Scottish Ministers against any breach by the Operating Company or contractor or subcontractor of this Clause 1A of Schedule 1 Conditions of Contract, Appendix 4 – TUPE Information and Pension Matters.

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Appendix 5 – Relevant Organisation

“Relevant Organisation” means any of the authorities, Undertakers and other organisations listed in Table 3.1.1/A and includes their successor organisations and any subsidiary or parent undertakings (within the meaning of Section 1162 of the *Companies Act 2006* save that for the purposes of subsection (2) of that Section an undertaking shall be treated as a member of another undertaking if any shares in that other undertaking are held by a person or that person’s nominee by way of security or in connection with the taking of security granted by the undertaking) of such organisations.

Table 3.1.1/A – Relevant Organisation

BP plc (or their successors in their capacity as owners of the pipeline which runs down/across the Firth of Forth)
British Telecommunications Group plc
Forth Ports Ltd
Global Infrastructures Partners (or their successors in their capacity as owners of Edinburgh Airport)
Government establishments
Historic Scotland
Marine Scotland
Maritime and Coastguard Agency
National Grid plc
Network Rail Infrastructure Limited
Scotia Gas Networks plc
Scottish and Southern Energy plc
Scottish Canals
Scottish Environment Protection Agency
Scottish Government Rural and Environment Directorate
Scottish Natural Heritage
Scottish Power Ltd
Scottish Water Limited
The Civil Aviation Authority
The Coal Authority
The Crown Estate Office
The Health and Safety Executive
Thus Limited
Traffic Scotland

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Virgin Media Ltd
Vodafone Group plc

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Appendix 6 – Lane Occupation Charges

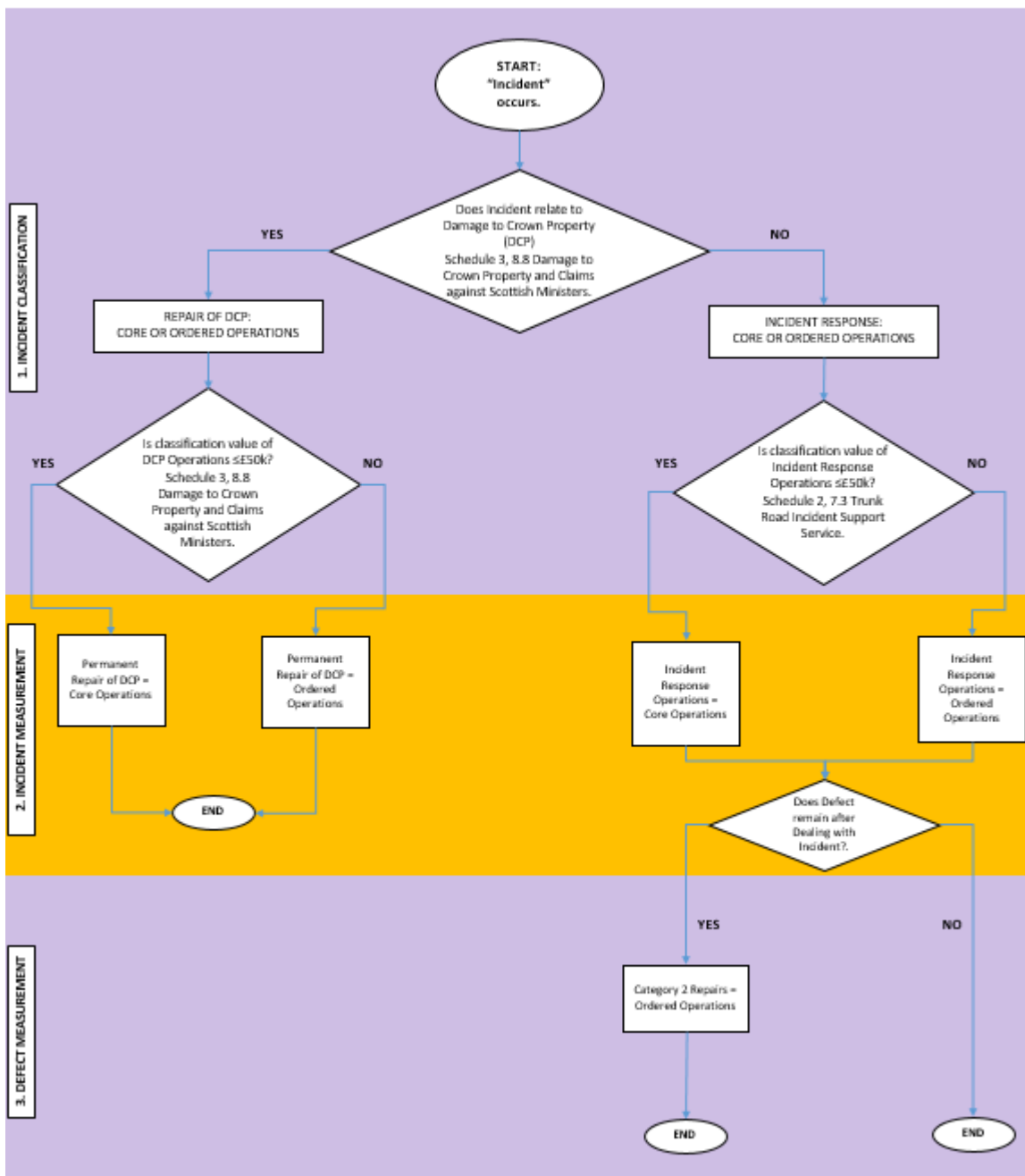
The Lane Occupation Charges that will be applied by the Scottish Ministers pursuant to Schedule 1 Conditions of Contract, Clause 4 Quality Management, 4.17 Lane Occupation Charges are as follows:

Trunk Road	Lane Occupation Charge (per calendar day or part thereof)
A823 (M) Pitreavie Spur	£6,500.00
A90	£13,000.00
A985	£6,500.00
M876 /A876 /A977 Dennyloanhead to Gartarry	£6,500.00
M90	£13,0000.00
A9000 Queensferry – North Queensferry	£13,0000.00
All other Trunk Roads on the Unit	£6,500.00

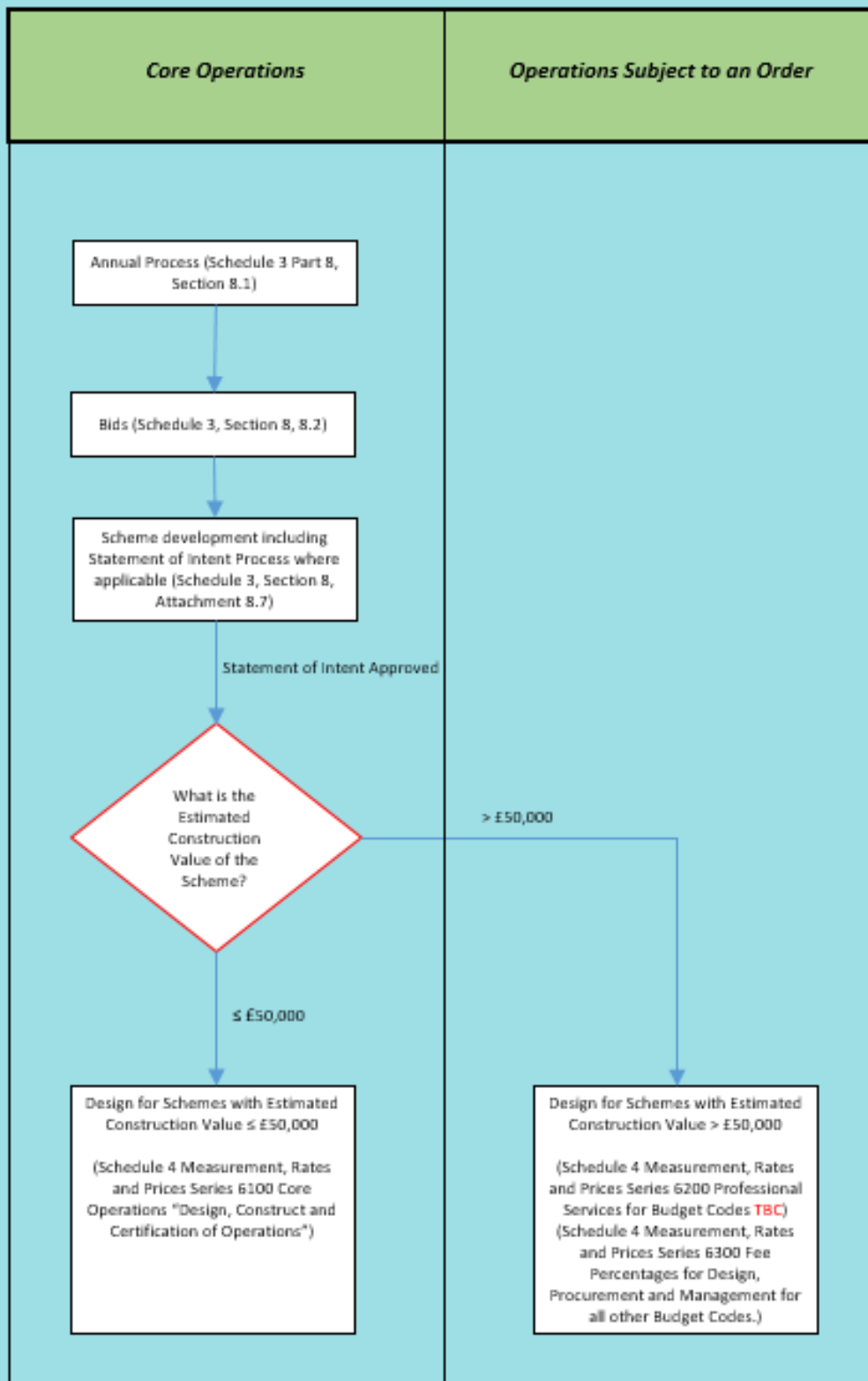
Any payments due to the Scottish Ministers from the Operating Company for Lane Occupation Charges shall be effected by means of a deduction from any sum due by the Scottish Ministers to the Operating Company pursuant to the other provisions of this Contract. Lane Occupation Charges are not reduced for when the duration of the Lane Occupation is of less than a calendar day.

Appendix 7 – Flow Charts

“Contractual Provisions for Dealing with Incidents”



“Contractual Provisions for Design Associated with Schemes”



Appendix 8 – EInvoice Requirements

The following are the EInvoice Requirements which are the minimum requirements for any Applications for Payment where the Operating Company submits as an electronic invoice to the Scottish Ministers, and which requirements are in addition to any other requirements for Applications for Payment under this Contract. Each Application for Payment must specify in sufficient detail information to allow the Scottish Ministers to process the Application for Payment in respect of the follow matters: -

- process and invoice (Application for Payment) identifiers;
- the invoice (Application for Payment) period;
- seller information;
- buyer information;
- payee information;
- seller's tax representative information;
- contract reference;
- delivery details;
- payment instructions;
- allowance or charge information;
- invoice (Application for Payment) line item information;
- invoice (Application for Payment) totals; and
- VAT breakdown.
- A confirmation of compliance with GDPR including without limitation Clause 8.7 of the Schedule 1 Conditions of Contract.
- A confirmation of compliance with Data Protection Laws including without limitation clause 8.7 of the Schedule 1 Conditions of Contract.

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Appendix 9 – Contract Price Fluctuations

1. WORK CATEGORY ASSIGNMENT

Table 1.1.1/A shows the applicable Work Category for each type of work identified in Schedule 2 Scope. Contract Price Fluctuation is only applicable to items that have Work Categories assigned and in accordance with the provisions stated in Schedule 1 Conditions of Contract.

Table 1.1.1/A – Work Category Assignment to Work Series.

Series	Description	Subseries	Subseries Description	CPF Category
0100	Preliminaries	01	Recovery Vehicles	4/HM/WC/09
0100	Preliminaries	02	Mobilisation	4/HM/WC/01
0200	Site Clearance	01	Take Up or Down and Remove to Licensed Disposal Facility	4/HM/WC/01
0200	Site Clearance	02	Litter Clearance	4/HM/WC/01
0200	Site Clearance	03	Sweeping of Carriageway	4/HM/WC/01
0300	Fencing	01	Fencing Gates and Stiles	4/HM/WC/02
0400	Road Restraint Systems	01	Safety Barriers and Transitions	4/HM/WC/02
0400	Road Restraint Systems	02	Terminals	4/HM/WC/02
0400	Road Restraint Systems	03	Vehicle Parapets	4/HM/WC/02
0400	Road Restraint Systems	04	Pedestrian Parapets and Pedestrian Guardrails	4/HM/WC/02
0400	Road Restraint Systems	05	Temporary Safety Barriers	4/HM/WC/02
0500	Drainage and Service Ducts	01	Drains and Service Ducts (Excluding Filter Drains, Narrow Filter Drains and Fin Drains)	4/HM/WC/02
0500	Drainage and Service Ducts	02	Filter Drains	4/HM/WC/02
0500	Drainage and Service Ducts	03	Connections	4/HM/WC/02

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0500	Drainage and Service Ducts	04	Renewal, Raising or Lowering of Covers and Gratings on Existing Chambers and Gullies	4/HM/WC/02
0500	Drainage and Service Ducts	05	Closed Circuit Television Drain Surveys	4/HM/WC/01
0600	Earthworks	01	Excavation and Disposal	4/HM/WC/01
0600	Earthworks	02	Excavation in Hard Material	4/HM/WC/01
0600	Earthworks	03	Imported Fill	4/HM/WC/02
0600	Earthworks	04	Trial Pits	4/HM/WC/01
0600	Earthworks	05	Siding out of Carriageways, Footways and Paved Areas	4/HM/WC/01
0700	Pavements	01	Sub-Base	4/HM/WC/02
0700	Pavements	02	Pavement	4/HM/WC/04
0700	Pavements	03	Regulating Course	4/HM/WC/04
0700	Pavements	04	Surface Treatment	4/HM/WC/06
0700	Pavements	05	Milling	4/HM/WC/02
0700	Pavements	06	Repairs and Patching	4/HM/WC/05
0700	Pavements	07	Ex situ Recycling	4/HM/WC/02
0700	Pavements	08	Grip Testing	4/HM/WC/01
1100	Kerbs, Footways and Paved Areas	01	Kerbs, Channels, Edgings and Combined Drainage and Kerb Blocks and Linear Drainage Channel Systems	4/HM/WC/02
1100	Kerbs, Footways and Paved Areas	02	Additional Concrete for Kerbs, Channels, Edgings, Combined Kerbs and Channels, Combined Drainage and Kerb Blocks, and Linear Drainage Channel Systems	4/HM/WC/02
1100	Kerbs, Footways and Paved Areas	03	Footways and Paved Areas	4/HM/WC/04
1100	Kerbs, Footways and Paved Areas	04	Cold Milling (Planing)	4/HM/WC/01

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1200	Traffic Signs And Road Markings	01	Traffic Sign Faces	4/HM/WC/02
1200	Traffic Signs And Road Markings	02	Traffic Sign Posts	4/HM/WC/02
1200	Traffic Signs And Road Markings	03	Concrete Traffic Sign Bases	4/HM/WC/02
1200	Traffic Signs And Road Markings	04	LED components for Traffic Sign Lighting	Not Eligible
1200	Traffic Signs And Road Markings	05	Replace Traffic Sign Lighting	4/HM/WC/01
1200	Traffic Signs And Road Markings	06	Road Markings	4/HM/WC/07
1200	Traffic Signs And Road Markings	07	Road Studs	4/HM/WC/02
1200	Traffic Signs And Road Markings	08	Permanent Bollards	4/HM/WC/02
1200	Traffic Signs And Road Markings	09	Node Markers	4/HM/WC/02
1200	Traffic Signs And Road Markings	10	Chevrons	4/HM/WC/02
1300	Road Lighting Columns and Brackets, Cctv Masts and Cantilever Masts	01	Road Lighting Columns, Brackets, Wall Mountings, CCTV Masts & Cantilever Masts	4/HM/WC/08

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1300	Road Lighting Columns and Brackets, Cctv Masts and Cantilever Masts	02	LED Components for Lighting	Not Eligible
1300	Road Lighting Columns and Brackets, Cctv Masts and Cantilever Masts	03	Replace Luminaires	4/HM/WC/08
1300	Road Lighting Columns and Brackets, Cctv Masts and Cantilever Masts	04	Conspicuity Banding to Existing Assets	4/HM/WC/02
1400	Electrical Work For Road Lighting and Traffic Signs	01	Trench for Cable or Duct	4/HM/WC/01
1400	Electrical Work For Road Lighting and Traffic Signs	02	Cable and Duct	4/HM/WC/08
1400	Electrical Work For Road Lighting and Traffic Signs	03	Feeder Pillars	4/HM/WC/08
1400	Electrical Work For Road Lighting and Traffic Signs	04	Earth Electrodes	4/HM/WC/08
1400	Electrical Work For Road Lighting and Traffic Signs	05	Permanent Disconnection of Cables	4/HM/WC/01

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1500	Motorway Communications	01	Loop Detector Installations	4/HM/WC/08
1700	Structural Concrete	01	Structural Concrete Repairs	4/HM/WC/02
1800	Steelwork for Structures	01	Butt weld, fillet weld and other defect repairs to steelwork	4/HM/WC/01
1800	Steelwork for Structures	02	Welding and Flame Cutting Procedure Trials	4/HM/WC/01
1800	Steelwork for Structures	03	Steelwork Inspection on Forth Road Bridge	4/HM/WC/01
1800	Steelwork for Structures	04	Edge Trimmer Repair and Replacement	4/HM/WC/01
1800	Steelwork for Structures	05	Replacement of King Post on Forth Road Bridge	4/HM/WC/01
1800	Steelwork for Structures	06	Tension Check of Forth Road Bridge Cable Band Bolts	4/HM/WC/01
1800	Steelwork for Structures	07	Replacement of Packs between the Half Joints in the Longitudinal Stringers on the Forth Road Bridge	4/HM/WC/01
2000	Waterproofing for Structures	01	Replacement of Existing Waterproofing	4/HM/WC/02
2300	Bridge Expansion Joints and Sealing of Gaps	01	Bridge Deck Expansion Joints	4/HM/WC/02
3000	Landscape and Ecology	01	Ground Preparation and Cultivation	4/HM/WC/01
3000	Landscape and Ecology	02	Planting	4/HM/WC/01
3000	Landscape and Ecology	03	Weed Control	4/HM/WC/01
3000	Landscape and Ecology	04	Maintenance of Established Trees and Shrubs	4/HM/WC/01
3000	Landscape and Ecology	05	Tree Felling	4/HM/WC/01

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3300	Site Investigation	01	Rotary Coring of Existing Pavement	4/HM/WC/01
3300	Site Investigation	02	Structural Investigations	4/HM/WC/01
3300	Site Investigation	03	Falling Weight Deflectometer Tests	4/HM/WC/01
3300	Site Investigation	04	Dynamic Cone Penetrometer Tests	4/HM/WC/01
5000	Maintenance Painting of Steelwork	01	Surface Preparation	4/HM/WC/01
5000	Maintenance Painting of Steelwork	02	Protective System	4/HM/WC/02
6100	Core Operations	01	Core Operations	4/HM/WC/01
6200	Professional Services	01	Professional Services	4/HM/WC/03
6300	Fee Percentages for Design, Procurement and Management	01	Fees for Design of Schemes to be constructed by the Operating Company	Not Eligible
6300	Fee Percentages for Design, Procurement and Management	02	Fees for Design of Works Contracts	Not Eligible
6300	Fee Percentages for Design, Procurement and Management	03	Fees for Procurement of Works Contracts	Not Eligible

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6300	Fee Percentages for Design, Procurement and Management	04	Fees for Management of Works Contracts	Not Eligible
6400	Adjustment to Schedule of Rates and Prices	01	Adjustment for working outwith Normal Working Hours	Not Eligible
6500	Time Work Schedule	01	Labour	4/HM/WC/01
6500	Time Work Schedule	02	Plant	4/HM/WC/01
6500	Time Work Schedule	03	Materials	Not Eligible
6600	Third Party Works	01	Third Party Works	Not Eligible
6700	Changes in Scope of Operations	01	Change in the Extent of the Unit Impacting on Core Operation Items in Series 6100	4/HM/WC/01
6800	Series 6800: Carrying out Operations in another unit	01	Adjustment for Carrying out Operations in another unit	Not Eligible
6900	Payment of Accounts	01	Payment of Accounts	Not Eligible
7000	Lump Sum Quotation	01	Lump Sum Quotation	Not Eligible

Appendix 11 – Adjudication Procedure

1. ADJUDICATION PROCEDURE

1.1.1 Where an Adjudicator has been named in this Contract, or agreed by the Scottish Ministers and the Operating Company prior to the issue of the Notice of Dispute, the Party issuing the Notice of Dispute shall at the same time send to the Adjudicator a copy of the Notice of Dispute and a request that the Adjudicator confirms within two (2) days of the date of issue of the Notice of Dispute, that the Adjudicator is able and willing to act.

Where an Adjudicator has not been so named or agreed, the Party issuing the Notice of Dispute may include with the Notice of Dispute the names of one or more persons with their addresses who have agreed to act, any one of whom would be acceptable to the Party issuing the Notice of Dispute, for selection by the other Party. The other Party shall select and notify the Party issuing the Notice of Dispute and the selected Adjudicator within two (2) days of the date of issue of the Notice of Dispute of the appointment of the Adjudicator.

If a request for confirmation is not received or a selection is not made, both as described above, or the Adjudicator does not accept or is unable to act, then either Party may request the President of the Institution of Civil Engineers in Scotland to nominate an Adjudicator within five (5) days of receipt of the request. The request shall be in writing, accompanied by a copy of the Notice of Dispute and the appropriate fee.

The timetable above is with the objective of securing the appointment of an Adjudicator and referral of the Dispute to an Adjudicator within seven (7) days of the Notice of Dispute.

1.1.2 The Adjudicator shall have power to open up, review, and revise any:

- (i) decision,
- (ii) opinion,
- (iii) instruction,
- (iv) direction,
- (v) notice (with the exception of statutory notices),
- (vi) objection,
- (vii) certificate, or
- (viii) any other documentation relevant to the Dispute, of any person given or made pursuant to this Contract relating in any way to the Dispute save as otherwise expressly provided within this Contract.

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1.1.3 The Adjudicator shall have power to appoint suitably qualified and experienced independent professional advisors as he may reasonably require (and any necessary secretarial assistance as is necessary) to advise him on any issues and the Adjudicator shall have proper regard to such advice in reaching his decision.

1.1.4 Where after consideration of the written submissions of the Scottish Ministers and the Operating Company the Adjudicator shall be of the opinion that:

- (i) such written submissions shall be insufficient for him to reach a decision, or
- (ii) clarification of the precise question that is being addressed to him is required,

then he shall so notify in writing the Scottish Ministers and the Operating Company forthwith and in that event he shall be entitled to determine the further procedures which he considers necessary to enable him to resolve the Dispute.

The Adjudicator shall be required to reach a decision in writing in accordance with the timetable hereinafter provided.

In the event of the Adjudicator failing to reach a decision either the Scottish Ministers or the Operating Company may serve a fresh notice in terms of paragraph 1.1.1 of this Schedule 1 Conditions of Contract, Appendix 11 – Adjudication Procedure and request another Adjudicator to act in accordance with the provisions of this Schedule 1 Conditions of Contract, Appendix 11 – Adjudication Procedure.

1.1.5 The Adjudicator shall have power:

- (i) to hold a hearing or other such meeting to take oral evidence from the Scottish Ministers and the Operating Company,
- (ii) to fix the date time and place of any meetings, hearings or inspections that he deems appropriate giving the Scottish Ministers and the Operating Company reasonable notice thereof and declaring that the Scottish Ministers and the Operating Company may appoint representatives to appear on their behalf at any hearing,
- (iii) to examine any witness or conduct an inspection of any property or thing relevant to the Dispute in the absence of any other representative of the Scottish Ministers or the Operating Company or any other person,

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- (iv) to allow at his discretion refuse or limit the appearance of witnesses whether witnesses of fact or expert witnesses,
- (v) to allow any witness who gives oral evidence at a hearing to be questioned by the Scottish Ministers and the Operating Company under the control of the Adjudicator. The Adjudicator may put questions at any stage of the examination of the witness and such witness shall be obliged to answer,
- (vi) to allow at his discretion the evidence of any witness to be presented in written form either as a signed statement or by a duly sworn affidavit. Either the Scottish Ministers or the Operating Company may make representations that such a witness shall attend for oral examinations at a hearing.

If the Adjudicator so orders and if the witness thereafter fails to attend the Adjudicator may place such weight on the evidence as he considers fit or exclude it altogether.

The Adjudicator shall:

- (vii) at any time permit either the Scottish Ministers or the Operating Company to amend any submission,
- (viii) continue with the reference to the adjudication in default of appearance or of any act by either the Scottish Ministers or the Operating Company in like manner as a Judge of the Court of Session may continue with proceedings in that Court when either the Scottish Ministers or the Operating Company shall fail to comply with an order of that Court or requirement of rules of Court including power to strike out any claim defence counter claim or other submission and to make any decision consequent upon any such striking out in the event that either the Scottish Ministers or the Operating Company shall fail within the timescale specified in this procedure or in any order to do any act required by this procedure or to comply with any order of the Adjudicator,
- (ix) order either the Scottish Ministers or the Operating Company to produce to the other and to the Adjudicator for inspection and to supply copies of any documents in that Party's possession custody or power which in the event of a Dispute the Adjudicator determines to be relevant. Subject to the rules of privilege and in the event of privilege being claimed the Adjudicator shall have power hereunder to decide this question.

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The Adjudicator shall have power:

- (x) to order either the Scottish Ministers or the Operating Company to answer interrogations on the application to the other Party,
- (xi) to require the Scottish Ministers or the Operating Company to submit if required in advance of any meeting or hearing or inspection a list of questions that they require him to treat with special attention,
- (xii) to order the inspection preservation storage or interim custody of any property or thing relevant to the Dispute under the control of either Scottish Ministers or the Operating Company,
- (xiii) to order samples to be taken observations to be made and experiments to be tried that may in the Adjudicator's discretion be necessary or expedient for the purpose of obtaining full information or evidence,
- (xiv) to require the Scottish Ministers and the Operating Company to provide written statements of their respective cases in relation to particular issues to provide written answers and to provide reasons for any disagreement,
- (xv) to award simple interest to the successful Party to the adjudication on any sums held to be due from one Party to the other from any date including any date prior to the date of reference to adjudication. The rate of interest shall be at the discretion of the Adjudicator.
- (xvi) to ensure that all meetings hearings or inspections shall be in private unless the Scottish Ministers and the Operating Company agree otherwise, and
- (xvii) to allow the Scottish Ministers and the Operating Company to appoint representatives to appear on their behalf subject to such proof of authority as the Adjudicator may require.

1.1.6 Notwithstanding any of the foregoing nothing in this procedure shall be taken as conferring power upon the Adjudicator to order:

- (i) either the Scottish Ministers,
- (ii) the Operating Company, or
- (iii) a representative of either the Scottish Ministers or the Operating Company,

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to give evidence (whether in person or by way of documentary or similar evidence) that could not be ordered if the proceedings were before the Court of Session.

- 1.1.7 The Adjudicator may correct his decision so as to remove a clerical or typographical error arising by accident or omission.
- 1.1.8 The Dispute shall be referred to the Adjudicator within seven (7) days of the Notice of Dispute. The Adjudicator shall issue his decision in writing to both the Scottish Ministers and the Operating Company within twenty-eight (28) days of referral of the Dispute to him or such longer period after referral as shall be agreed by the Scottish Ministers and the Operating Company. The period of twenty-eight (28) days may be extended by up to fourteen (14) days with the consent of the Party that issued the Notice of Dispute. The Adjudicator may make separate decisions on different issues at different times.
- 1.1.9 The Adjudicator's decision shall be binding upon the Parties until the Dispute is finally determined by legal proceedings, by arbitration or by agreement, as provided for in Clause 5.13.5 of Schedule 1 Conditions of Contract.
- 1.1.10 The Adjudicator shall act impartially and may take the initiative in ascertaining the facts and the law necessary to determine the Dispute.
- 1.1.11 The Adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as Adjudicator unless the act of omission is in bad faith and any employee or agent of the Adjudicator is similarly protected from liability.
- 1.1.12 The costs of and incidental to retaining the Adjudicator and any referral in terms of this procedure and the appointment of the Adjudicator shall be within his award and failing which shall be borne equally between the Scottish Ministers and the Operating Company.
- 1.1.13 Unless otherwise ordered by the Adjudicator or agreed between the Scottish Ministers and the Operating Company all notices and other documents required for the adjudication procedure shall be in writing and served in accordance with Schedule 1 Conditions of Contract, Clause 1.8 Notices.
- 1.1.14 Notices and other documents in the adjudication shall be effective from the time of their receipt by the recipient, as the time of receipt is determined in accordance with Schedule 1 Conditions of Contract, Clause 1.8 Notices.
- 1.1.15 Unless otherwise agreed by both the Scottish Ministers and the Operating Company any meetings called by the Adjudicator at which both the Scottish

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Ministers and the Operating Company shall be in attendance shall be held in Scotland.

- 1.1.16 In relation to this Schedule 1 Conditions of Contract, Appendix 11 – Adjudication Procedure, Where an act is required to be done within a specified period after or from a specified date, the period begins immediately after that date, and where the period would include Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday in Scotland, that day shall be excluded.

Appendix 12 – Insurance Requirements

1. GENERAL

1.1.1 Subject to the other provisions of this Contract this Appendix specifies the:

- (i) indemnities that shall be provided by the Operating Company to the Scottish Ministers,
- (ii) minimum amount of insurance that the Operating Company shall be required to effect and maintain in force throughout the entirety of this Contract, and
- (iii) maximum excesses (being that portion of each claim for which the Insurer(s) shall not be liable to the Operating Company or which the Operating Company shall pay to insurers in respect of a legal liability claim),

in respect of the insurance that shall be provided by the Operating Company under the other provisions of this Contract.

2. INDEMNITY REQUIREMENTS

2.1.1 In respect of each and every claim or series of claims arising out of any one incident and unlimited during the Contract Period an amount equal to the total costs and expenses of any and every kind arising out of an event that falls to be indemnified as a result of any indemnity that shall be required to be given by the Operating Company within this Contract including but not limited to the indemnities referred to in Schedule 1 Conditions of Contract, Clause 8 Liabilities and Insurance.

3. INSURANCE REQUIREMENTS

3.1.1 Notwithstanding any other provisions of this Contract prior to the commencement of any Operations the Operating Company shall be required to provide evidence to the Scottish Ministers that the insurance referred to in Tables 3.1.1/A and 4.1.1/A of this Schedule 1 Conditions of Contract, Appendix 12 – Insurance Requirements shall be in full force and effect.

Table 3.1.1/A – Required Insurances

Reference Number	Description of Insurance
1.	Contractor's all risks insurance shall be provided by the Operating Company (including terrorism cover) to the full replacement or reinstatement value of: <ul style="list-style-type: none"> (i) the permanent and temporary work forming any part of the Operations,

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Reference Number	Description of Insurance
	<p>(ii) Constructional Plant used in the execution of the Operations,</p> <p>(iii) any materials that shall be or are intended to be incorporated into the work whether on Site, off Site, or in transit to or from Site, anywhere in continental Europe, including roll on roll off ferries,</p> <p>(iv) any plant required for the work whether on Site, off Site, or in transit to or from Site, anywhere in continental Europe, including roll on roll off ferries,</p> <p>for the period of this Contract including any Defects Correction Period.</p> <p>The insurance that shall be provided by the Contractor shall be written in the names including but not limited to those of the Scottish Ministers and the Operating Company and shall include sub-contractors of any tier of the Operating Company.</p> <p>The insurance shall include the endorsements referred to in Clauses 5.1.1 and 5.1.3 of this Schedule 1 Conditions of Contract, Appendix 12 – Insurance Requirements.</p>
2.	<p>Public liability insurance in respect of loss or damage to any property, including that of the Scottish Ministers and for the avoidance of doubt including Crown Property or death or injury to any person.</p> <p>The minimum limit of indemnity provided by the Operating Company shall be £155,000,000 in respect of each and every occurrence and unlimited in the period of insurance.</p> <p>The insurance shall be written in the names including but not limited to those of the Scottish Ministers and the Operating Company and shall include the endorsements referred to in Clauses 5.1.1 to 5.1.3 inclusive of this Schedule 1 Conditions of Contract, Appendix 12 – Insurance Requirements.</p>

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3.	<p>Professional indemnity insurance for all Operations including:</p> <ul style="list-style-type: none"> (i) any Design executed by the Operating Company, (ii) any review of the insurances of a Works Contractor, as required by Schedule 3, Section 8 Procurement and Management of Schemes, Sub-section 8.5 Contract management, paragraph 8.5.4 (b), carried out by or on behalf of the Operating Company, and (iii) for the Operating Company's business in general. <p>The minimum limit of indemnity provided by the Operating Company shall be £10,000,000 in respect of each and every occurrence and unlimited in the period of insurance but shall be limited to £10,000,000 in the aggregate in respect of pollution losses including gradual pollution.</p> <p>The insurance that shall be provided by the Operating Company shall cover the acts of the Operating Company and the Operating Company's liability for the acts of any of its contractors and sub-contractors of any tier in accordance with the other provisions of this Contract.</p> <p>The insurance that shall be provided by the Operating Company shall include the endorsements referred to in Clause 5.1.1 of this Schedule 1 Conditions of Contract, Appendix 12 – Insurance Requirements.</p>
4.	<p>Employers' liability insurance with a limit of indemnity adequate to satisfy the requirements of the <i>Employers Liability Compulsory Insurance Act 1969</i> and any subsequent Legislation.</p> <p>The insurance that shall be provided by the Operating Company shall include the endorsements referred to in Clause 5.1.1 of this Schedule 1 Conditions of Contract, Appendix 12- Insurance Requirements.</p>

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5.	<p>Contractor's pollution legal liability insurance including consequential clean-up of any part of the Unit.</p> <p>Such insurance shall be for a minimum limit of indemnity of £10,000,000 in respect of any one loss and in the aggregate in the period of insurance.</p> <p>The insurance shall be written in the names including but not limited to those of the Scottish Ministers and the Operating Company and shall include the endorsements referred to in Clauses 5.1.1 to 5.1.3 inclusive of this Schedule 1 Conditions of Contract, Appendix 12 – Insurance Requirements.</p> <p>This insurance is in addition to, and separate from, any Environmental Impairment Liability insurance required by any lease agreement entered into by the Scottish Ministers with the Operating Company.</p>
6.	<p>Comprehensive motor insurance in respect of all vehicles used by the Operating Company and its sub-contractors of any tier in the execution of this Contract.</p> <p>The insurance shall include the endorsements referred to in Clause 5.1.1 of this Schedule 1 Conditions of Contract, Appendix 12 – Insurance Requirements.</p>

4. EXCESSES

4.1.1 In respect of each insurance that shall be provided by the Operating Company as required by this Contract the amount that the insurer for such insurance shall not be liable for in respect of each and every claim or series of claims arising out of one event shall not exceed the excess sums set out in Table 4.1.1/A.

Table 4.1.1/A – Maximum Excesses

Reference Number	Type of Insurance	Excess
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1.	Contractors All Risks	£50,000 in respect of each and every loss other than: (i) Defective Design materials and workmanship where the amount shall be £150,000 in respect of each and every loss, and (ii) Contractor's Plant where the amount shall be 10 percent of each and every loss (with a minimum in respect of each and every loss of £10,000).
2.	Public Liability (i) Personal Injury Claims (ii) Property Damage Claims	Nil £50,000 in respect of each and every loss or series of losses arising out of one event.
3	Professional Indemnity	£250,000 in respect of each and every loss or series of losses arising out of one event.
4.	Employers Liability	Nil
5.	Contractors Pollution Legal Liability	£50,000 in respect of each and every loss or series of losses arising out of one event.
6.	Comprehensive Motor	£1,000.

5. INSURANCE POLICY REQUIREMENTS

5.1.1 All the insurance referred to in Table 4.1.1/A of this Schedule 1 Conditions of Contract, Appendix 12 - Insurance Requirements shall be endorsed by the insurers to the effect that:

- (i) such insurance shall be subject to Scots Law and the jurisdiction of the Scottish Courts, and
- (ii) the insurers for such insurance shall provide not less than thirty (30) days written notice to the Scottish Ministers prior to any cancellation nonrenewal or modification to any such insurance.

5.1.2 The insurance referred to in reference numbers 2 and 5 of Table 4.1.1/A of this Schedule 1 Conditions of Contract, Appendix 12 - Insurance

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Requirements shall be endorsed to the effect that actions between the insured parties shall be treated as though a separate insurance had been issued to each of them.

5.1.3 The insurance referred to in reference numbers 1, 2 and 5 of Table 4.1.1/A of this Schedule 1 Conditions of Contract, Appendix 12 - Insurance Requirements shall be endorsed such that insurers for any such insurance accept the following provisions.

(i) Waiver of Duty of Disclosure

(a) to waive their rights to receive from the Scottish Ministers disclosure of material circumstances or information,

(b) to avoid the insurance for any non-disclosure of material circumstances or information by the Scottish Ministers or his servants or agents, and

(c) to avoid the insurance and or claim damages against the Scottish Ministers for any misrepresentation made by or on behalf of the Scottish Ministers.

(ii) Waiver of Rights of Subrogation

To waive all rights of subrogation and or claims for contributory negligence against the Scottish Ministers.

(iii) Joint Insured Clause


That all the provisions of the insurance (except the sums/insured limits of liability) shall operate as if there was a separate insurance with and covering each named insured without right of contribution from any other insurance which shall be carried by an insured.

Without limitation to the foregoing this shall be on the basis that including but not limited to the non-compliance with any insurance term condition or warranty or the non-disclosure and or misrepresentation of material circumstances or information by the Operating Company or any other co-insured under any such insurance shall not affect the rights and or interests of the Scottish Ministers under the insurance.

(iv) Non-Vitiation Clause

That a vitiating act committed by one insured party under any insurance shall not prejudice the right to indemnity of any other insured party who has an insurable interest in such insurance and who has not committed a vitiating act.

Appendix 13 – Letter of Authority

Operating Company Letter of Authority	 <p>TRANSPORT SCOTLAND CÒMHDHAIL ALBA</p>
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Dear BEAR Scotland Ltd

Under regulation 14(1)(f) of the Motorways Traffic (Scotland) Regulations 1995 a person may use a motorway otherwise than in accordance with the Regulations only where it is necessary for them to do so in connection with any inspection, survey, investigation or census carried out in accordance with any general or special authority granted by the Scottish Ministers.

Following your award of the NMC South East Unit on the 18th March 2020 for the period 16 August 2020 to 15 August 2028, I hereby grant authority for Contract Personnel undertaking such inspection, survey, investigation or census as necessary to comply with your contract.

BEAR Scotland Ltd must take responsibility for:

- (a) the competence, training and induction of any Contract Personnel, who are to work on the motorway;
- (b) the planning and management of any activity on such motorway, and
- (c) the actions of such Contract Personnel when working on such motorways;
- (d) for satisfying itself as to the reason why the activity is being proposed with or without traffic management and have put in place the appropriate RAMs;
- (e) how the Contract Personnel shall operate when on the motorway; and
- (f) the specific training on the health and safety risks that has been given to Contract Personnel, in order that the activity be undertaken safely.

and the Operating Company shall be fully responsible for the activity and the section of motorway to which it relates until the end date of the activity. All Operations undertaken using this Operating Company Letter of Authority shall be planned and logged in the Operating Company's Management System. The local Police Scotland control room shall be informed prior to any such Operations being undertaken.

The authority has been given for specific activities only, which are listed on Annex A to this letter.

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Yours faithfully,



Scott Lees

Head of Network Maintenance

Annex A to Operating Company Letter of Authority.

Specific Activities

Principal Inspections, General Inspections, Comprehensive Inspections (Visual Condition Inspections and Specialist Inspections), Routine Monitoring Inspections (Safety Inspections and Safety Patrols), Scour Inspections, Special Inspections, Structures Safety Inspections