Aberdeen Western Peripheral Route / Balmedie - Tipperty

Competition for the Design, Build, Finance and Operation of the Aberdeen Western Peripheral Route / Balmedie - Tipperty

Volume Five

Schedule 4: O&M Works Requirements

Part 1: Overall Requirements

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SCHEDULE 4: O&M WORKS REQUIREMENTS

PART 1: OVERALL REQUIREMENTS

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1 Introduction

- 1.1 Without prejudice to the other provisions of this Agreement, the Company shall be responsible for the Design, construction, completion, finance, operation and maintenance of the O&M Works Site.
- 1.2 Without prejudice to the other provisions of this Agreement, these O&M Works Requirements describe the O&M Works Requirements for the Design, construction, completion, operation and maintenance of the O&M Works.
- 1.3 Unless otherwise described, all statements refer to the whole of the Design, construction, completion, operation and maintenance of the O&M Works.
- 1.4 Without prejudice to the other provisions of this Agreement and in accordance with Clause 6.3 of this Agreement, the Company shall be responsible for the O&M Works Site from the Restricted Services Commencement Date until the earlier of the Expiry Date or the Termination Date.
- 1.5 Definitions
- 1.5.1 Defined terms used in these O&M Works Requirements are the same as those set out in the Agreement with the following additional defined terms, where the plural of a term shall have the same meaning, where appropriate:

Access System means a permanent or temporary moveable access gantry or platform together with associated runway beams, supports and associated fixings;

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

Automated Diary Facility means a web-based software application supplied by Transport Scotland to the Company for the input, editing and dissemination of information on all planned roadworks, traffic management, lane closures, lane occupations and events likely to cause traffic delays or disruption on the O&M Roads;

Category 1 Defect means a defect or damage as detailed in paragraph 1.2.6 to Part 2 to these O&M Works Requirements:

Category 2 Defect means a defect or damage as detailed in paragraph 1.2.6 to Part 2 to these O&M Works Requirements;

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

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

Disruption Risk Management Plan means the document maintained by the Company to record the processes and activities to manage all identified risks of disruption to the O&M Roads through Incidents;

Disruption Risk Site means a site where there is a history of or potential for unplanned disruption in the form of a lane, carriageway or full road closure or some other temporary restriction to normal movement, excluding disruption due to congestion;

Emergency Services means the ambulance service, police service, coast guard and fire and rescue service;

Establishment Period shall be as defined in Section 1.6 to Part 1 of Schedule 2 of the Agreement;

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

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

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

Incident means an unplanned event on or near the O&M Works Site that has given rise to, or is likely to give rise to, disruption to traffic flow, harm to the environment or harm to the safety or welfare of Users, the public, or those working on or close to the O&M Works Roads;

Incident Response means all operational activities undertaken by the Company to coordinate, direct and execute an effective response after notification of an Incident the requirements for which are described in Section 17 of this Part;

Incident Response Plan means a written plan containing the Company's arrangements for executing its Incident Response, including details of resources, roles and responsibilities and communication arrangements;

Incident Response Resources means personnel, equipment, supplies, facilities and other resources utilised by the Company to execute its Incident Response;

Incident Support Unit means the Company's vehicles and personnel responding to Incidents occurring on the O&M Roads;

Incidents Database means the recording system for registering details of the occurrence of Incidents on the Trunk Road network;

Incident Support Service Plan means the plan described at Section 17.28:

Integrated Roads Information System means the data collection system detailed in Section 15:

Integrated Roads Information System Coordinator means the person appointed by the Company in accordance with Section 15.1;

Intelligent Lighting Control System (ILCS) means a central management system capable of two-way communication to allow remote adjustment, control and monitoring of individual road lighting or traffic signs assets.

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

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

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

Maintenance Management Plan means the documentation required as set out in Section 27;

Mutual Aid means reciprocal arrangements with adjoining authorities or Trunk Road Operating Units for the provision of assistance in response to Incidents;

Network Operations Services Providers means the companies listed in Appendix R/1 to this Part or as otherwise notified to the Company in writing by the Contracting Authority;

Network Operations Equipment means equipment used to provide the Traffic Scotland Service and the Traffic Database Service:

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

Normal Working Hours means 0700 to 1900 hours on Business Days;

Operational Manager means the person described at paragraph 3.4;

Operational Partners means those organisations which are involved in the operation of any part of the Trunk Road network and may work in partnership with the Company. Operational Partners are:

- (i) branches within Trunk Roads and Bus Operations Directorate and other Directorates in Transport Scotland;
- (ii) the Traffic Scotland Operator;
- (iii) the Performance Audit Group;
- (iv) the Police Services and the Association of Chief Police Officers (Scotland);
- (v) the Emergency Services;
- (vi) The Department for Transport;
- (vii) the Scottish Roads Traffic Database Operator;
- (viii) local roads authorities;
- (ix) local authorities;
- (x) local authority emergency planning departments;
- (xi) bridge authorities;
- (xii) the Traffic Customer Care Line Service;
- (xiii) Operating Companies in adjacent areas;
- (xiv) Design Build and Finance Operators in adjacent areas;
- (xv) the Trunk Road Incident Support Service patrols in adjacent areas;
- (xvi) the Scottish Environment Protection Agency
- (xvii) Scottish Natural Heritage;
- (xviii) authorised contractors, notified to the Company by the Contracting Authority;
- (xix) Undertakers;
- (xx) statutory authorities;
- (xxi) Network Rail; and
- (xxii) any other partner notified to the Company by the Contracting Authority.

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

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

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

Scheme means work undertaken as part of the O&M Works which is subject to a road safety audit and or falls within the scope of the Integrated Roads Information System.

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

Severe Weather means adverse weather conditions that disrupt, or are likely to disrupt, driving conditions and traffic movements on the Project Roads;

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

Standard Incident Diversion Route means existing roads designated by the Transport Scotland as temporary routes for maintaining traffic around sections of the O&M Roads temporarily closed due to roadworks, Incidents, Severe Weather events or special events.

Statement of Intent means a document prepared by the Company which describes the scope of, and justification for a Scheme;

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

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

Structural Maintenance means the repair or renewal of pavements (refer to Part 2)

Structural Maintenance of Structures means the repair or renewal of structural elements or components of Structures that have become unserviceable due to general wear and tear or have deteriorated for other reasons;

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

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

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

Traffic Scotland Passive Maintained Equipment means the part of Traffic Scotland Maintained Equipment that the Company shall be responsible for maintaining, and includes all infrastructure existing on the Project Roads that has any function relating to the provision of the Traffic Scotland Service at the Commencement Date, and all additional or replacement Traffic Scotland Equipment and infrastructure that has any function relating to the Traffic Scotland Service installed by the Company after the Commencement Date, which is not Traffic Scotland Active Equipment maintained by the Traffic Scotland Service Provider:

Traffic Scotland Service is the service established by Transport Scotland to support the delivery of the Scottish Government's purpose of sustainable economic growth. In this regard the specific objectives of the Traffic Scotland Service are to: improve journey time reliability; reduce disruption caused by incidents, roadworks and events; minimise the effects of congestion by the provision of alternative route advice; allow travellers to make informed decisions concerning route, time, and means of transport by the provision of credible and accurate travel information; and improve safety and security for travellers;

Traffic Scotland Service Provider means the provider or providers as appointed to undertake Traffic Scotland Service delivery on behalf of Traffic Scotland;

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

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

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

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

2 Design

- 2.1 Subject to the other provisions of this Agreement, the Design and other design, construction, completion, operation and maintenance of the O&M Works shall comply with:
- 2.1.1 the DMRB;
- 2.1.2 the MCHW;
- 2.1.3 the Traffic Signs Manual;
- 2.1.4 Temporary Traffic Management on High Speed Roads Good Working Practice, TRL 2002:
- 2.1.5 Guidance for Safer Temporary Traffic Management, Highways Agency, Health & Safety Executive and County Surveyors Society 2002;
- 2.1.6 Code of Practice "The Reduction of Traffic Delays at Roadworks" Published by the Scottish Office and the County Surveyors' Society Scotland (1992).
- 2.1.7 the Certification Procedure; and
- 2.1.8 any other specific standards and otherwise referenced elsewhere in this Agreement.
- The Design, construction, completion, operation and maintenance of the O&M Works shall meet the requirements and, if relevant, be consistent with the Environmental Assessment Documents as listed in Schedule 8 to the Agreement.
- 2.3 Subject to the other provisions of this Agreement, the Company shall ensure that every Design in respect of the O&M Works is sufficient to allow the construction, completion, operation and maintenance of the O&M Works which Design shall:
- 2.3.1 be consistent with the Conceptual Design; and
- 2.3.2 comply with and be carried out in accordance with the requirements and provisions of these O&M Works Requirements.
- 2.4 The Company shall ensure that all persons referred to in the Certification Procedures shall:
- 2.4.1 at all relevant times be appointed to carry out the procedures referred to therein; and
- 2.4.2 at all times comply with the Certification Procedure.

- 2.5 The Company shall not commence or permit the commencement of construction of any part of the O&M Works until the relevant certificates shall have been submitted to the Contracting Authority in accordance with the Certification Procedure and the Contracting Authority shall have acknowledged receipt of such certificates.
- 2.6 Notwithstanding the other provisions of this Agreement, the Company shall consult and comply without limitation with those organisations identified in these O&M Works Requirements.
 - The Company shall provide Consultation Certificates in accordance with the Certification Procedure in respect of this requirement.
- 2.7 All materials used in the O&M Works shall comply with these O&M Works Requirements. Without prejudice to this requirement, where new materials shall be used to replace existing materials, they shall have similar colour, texture and form to the existing materials, unless otherwise consented to by the Contracting Authority in writing.
- 2.8 Existing materials, street furniture, or infrastructure shall only be reused where such material fully satisfies Part 5 of these O&M Requirements and the relevant codes, schemes, and Certification Procedure and shall be clearly identifiable and accompanied by all relevant and necessary certificates before they shall be used in the O&M Works.
- 2.9 The use of gabions shall not be permitted in any part of the Design and the permanent works.
- 2.10 For the purposes of this Agreement best practice shall be applied when these O&M Works Requirements do not specify a requirement. In the context of any part of the Design, where any ambiguity shall be raised by either:
- 2.10.1 the Company;
- 2.10.2 the O&M Works Contractor;
- 2.10.3 the Designer;
- 2.10.4 the Design Checker; or
- 2.10.5 the Contracting Authority;
 - as regards either advice or its application in terms of best practice and where such ambiguity cannot be resolved between the Company and the Contracting Authority, then the resolution shall be by reference to Schedule 7 to the Agreement.
- 2.11 Where the DMRB requires a decision by the Designer which affects the standard of the Design, each decision shall be recorded and shall form part of the information accompanying the appropriate Design Certificate or Design Interim Certificate as detailed in the Certification Procedure.
- 2.12 Any requirements that any material or article shall comply with any specified standard whether a British Standard, other named standard or otherwise, shall be satisfied by compliance with any relevant national or governmental standard of any member state of the European Union or any relevant international standard recognised in such a member state, provided that in either case the standard in question shall offer guarantees of safety, suitability and fitness for purpose equivalent to those offered by the standard which is specified in this Agreement.
- 2.13 Any requirement to use material or an article which is defined by reference to named supplier or manufacturer or a specified Quality Assurance Scheme or Agreement Board Certificate, or which shall be registered with or shall have otherwise received the approval of the Overseeing Organisation shall be satisfied using material or an article which shall

have received equivalent approval in another member state of European Union provided that the material or article in question shall be as safe, suitable and fit for the relevant purpose as material or an article complying with the requirement as set out in this Agreement.

3 General Requirements

- 3.1 In the planning and execution of all O&M Works associated with the management and maintenance of the O&M Works Site, the Company shall take all such action as shall be necessary in the circumstances and shall do all such things to ensure and in such a manner as shall secure, but shall not be limited to, the following:
- 3.1.1 the safety of:
 - (i) the Company's employees;
 - (ii) Operations;
 - (iii) Users; and
 - (iv) any other persons on the O&M Works Site or on land adjacent to the O&M Works Site.
- 3.1.2 The ability of the Contracting Authority and any Relevant Authority to ensure the performance of statutory duties or functions in relation to the O&M Works Site shall be unimpaired such that:
 - (i) delay to Users shall be minimised;
 - (ii) the risk of adverse effects on the environment and on the amenity enjoyed by:
 - (a) the owners and occupiers of land adjacent to the O&M Works Site;
 - (b) the Users; and
 - (c) any users of adjoining roads and facilities;

shall be minimised:

- (iii) all accidents and emergencies shall be responded to as quickly as possible and in accordance with Section 17 and their adverse effects on Users shall be minimised:
- (iv) risk of damage to, or destruction of, third party property within or outwith the O&M Works Site shall be minimised:
- (v) members of the public and all other Users shall be treated with due courtesy and consideration;
- (vi) Users shall be given adequate information and forewarning of any events on or any matters affecting the O&M Works Site such as shall be reasonable to enable them to minimise any adverse consequences on themselves of such events or matters:
- (vii) members of the public and others shall be given adequate opportunity to bring to the attention of the Company, any matters affecting the ability of the Company to meet the requirements of this Agreement; and
- (viii) for data relating to the operation and maintenance of the O&M Works Site and events on the O&M Works Site shall be collected by the Company and shall be provided to the Contracting Authority.
- 3.2 The Company shall appoint an Asset Manager who shall be responsible for the Maintenance Management Plan, liaison with the Contracting Authority in respect of the

- content of the Maintenance Management Plan and implementation of O&M Works relating to renewal and improvement of the assets of the O&M Works Site.
- 3.3 The Asset Manager shall be a chartered engineer with appropriate capabilities to lead all technical processes and documentation, including reviews, consultations and liaison necessary to comply with the asset management aspects of these O&M Works Requirements.
- 3.4 The Company shall appoint an Operational Manager on a permanent, full-time basis onsite, who shall as a minimum be responsible for the following aspects of the O&M Works Requirements:
 - (i) Routine Maintenance;
 - (ii) Incident Response;
 - (iii) Winter Service;
 - (iv) faults and defects potentially or actually affecting the safety of Users and or the public within the O&M Works Site;
 - (v) temporary traffic management schemes;
 - (vi) Undertakers, other than in connection with Design;
 - (vii) customer services, including hauliers movements, complaints, Users and the public, other than in connection with Design; and
 - (viii) procedures, reporting and records relating to the foregoing.
- 3.5 The Company shall consult and comply with the following local roads authorities in relation to standards of Routine Maintenance of the Side Roads within the O&M Works Site during the Restricted Services Period:
 - (i) Aberdeen City Council: Tom Rogers, Tel: 01224 523484, Email: tomr@aberdeencity.gov.uk
 - (ii) Aberdeenshire Council: Jim Black, Tel; 01467 628 104, Email: james.black@aberdeenshire.gov.uk

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

- O&M Roads that are subject to Access Road Level of Service shall be maintained by the Company in accordance with Part 10 of these O&M Requirements. Any agreement with landowners in respect of this requirement shall be confirmed in writing by the Company with the appropriate landowners. A copy of any such agreement shall be submitted to the Contracting Authority. The Restricted Services Roads shall be maintained by the Company in accordance with Part 11 of these O&M Requirements.
- 3.7 The Company shall provide an O&M Manual that shall be a controlled item of the O&M Works Quality Plan and it shall describe how the Company shall comply with the O&M Works Requirements. The O&M Manual shall incorporate, as a minimum, the following:
 - (i) Maintenance Management Plan;
 - (ii) Winter Service Plan;
 - (iii) Disruption Risk Management Plan;
 - (iv) Incident Response Plan
 - (v) Landscape Development Plan, as and when it shall become a requirement;
 - (vi) maintenance and management of Structures, including the role of and interaction with the SMS;

- (vii) delivering the O&M Works Requirements for Traffic Scotland's equipment, including compliance with the documentation requirements of Part 5 of these O&M Works Requirements;
- (viii) the Liaison Procedures; and
- (ix) the remaining O&M Works Requirements.
- 3.8 The Asset Manager shall take the lead role in developing and reviewing the O&M Manual.
- 3.9 Not later than 30 days prior to the Restricted Services Commencement Date the Company shall prepare and submit to the Contracting Authority in accordance with the Certification Procedure, an O&M Manual covering the O&M Works Requirements for the Restricted Services Period, in addition to other requirements for submission of parts of the O&M Manual.
- 3.10 The Company shall review the O&M Manual each Contract Year. Each annual review shall be completed and submitted to the Contracting Authority 30 days prior to the end of each Contract Year.
- 3.11 Where there is an O&M Works Requirement to carry out consultation or liaison in respect of any part or parts of the O&M Manual such consultation or liaison shall have taken place before the O&M Manual is changed. The Company shall provide Consultation Certificates in accordance with the Certification Procedure in respect of this requirement.

4 Provision of Records and Information

- 4.1 Without prejudice to any other provisions of this Agreement, the Company shall provide the records and information required in Part 7 of these O&M Works Requirements.
- 4.2 Property Condition Surveys
- 4.2.1 The Company shall carry out a risk assessment of the effects the Design, construction, completion, operation and maintenance of the O&M Works may have on the structural integrity of adjacent buildings.
- 4.2.2 The Company shall arrange for property condition surveys to be undertaken in relation to those buildings and structures that the Company considers appropriate relative to their proximity to the O&M Works in advance of any O&M Works commencing.
- 4.2.3 Such surveys shall be carried out by a chartered structural engineer. The details of the chartered structural engineer which the Company intends to use to carry out the surveys shall be submitted for written approval by the Contracting Authority.
- 4.2.4 Such surveys shall be carried out in two stages as follows:
 - (i) The first stage shall consist of pre-construction start condition surveys including photographic records carried out prior to the commencement of any O&M Works. Two copies of the pre-construction start condition survey records and reports shall be completed and forwarded to the Contracting Authority 4 weeks in advance of any O&M Works commencing.
 - (ii) The second stage shall consist of post-construction completion condition surveys including photographic records carried out within 4 weeks after the completion of the relevant O&M Works. Two copies of the post-construction completion condition survey records and reports shall be completed and forwarded to the Contracting Authority within 8 weeks after the completion of the relevant O&M Works.

- 4.2.5 In respect of all such property condition surveys, the Company shall arrange entry to the properties with the property owners. This entry arrangement shall be in writing with a copy of this correspondence issued to the Contracting Authority.
- 4.2.6 The Company shall provide the property owners with a copy of both the pre-construction and post-construction property condition surveys.

5 Disruption During the Service Period

- 5.1 The Company shall ensure that disruption, nuisance, interference or material disturbances to Users and other third parties during construction, completion, operation and maintenance of, and any testing, investigation and surveys in connection with, the O&M Works shall be kept to the minimum possible. The Company shall ensure that there shall be adequate alternative provision of an appropriate standard for all vehicular, pedestrian, and animal traffic to all existing roads, footways, accesses, premises and otherwise adjacent to and/or affected by the O&M Works.
- 5.2 All O&M Works shall be carried out without unnecessary noise and disturbance subject to and without prejudice to the provisions of Appendix 1/9 to Part 5 of these O&M Works Requirements.
- 5.3 Notwithstanding any other provision of this Agreement the Company shall take all reasonable precautions in connection with any underground water resources (including percolating water), rivers, streams, waterways, drains, watercourses, lakes, ditches, reservoirs and otherwise to prevent:
- 5.3.1 any interference with the supply to or abstraction from such source;
- 5.3.2 silting;
- 5.3.3 erosion of their beds or banks; and
- 5.3.4 pollution of the water so as to affect adversely the quality or appearance thereof or cause injury or death to animal, aquatic or plant life;
 - in each case by an act or omission by the Company.
- 5.4 Notwithstanding the other requirements of this Agreement the Design shall ensure the continuity of operation of all existing electric fencing and all existing water supplies affected by the Design, construction, completion, operation and maintenance of the O&M Works.

6 Temporary Traffic Management Schemes

- 6.1 Notwithstanding any other provisions of this Agreement, the Company shall consult and comply with the requirements of:
 - (i) Aberdeen City Council: Tom Rogers, Tel: 01224 523484, Email: tomr@aberdeencity.gov.uk
 - (ii) Aberdeenshire Council: Jim Black, Tel; 01467 628 104, Email: james.black@aberdeenshire.gov.uk
 - (iii) Transport Scotland Trunk Road and Bus Operations: Stuart Edgar, Tel; 0141 272 7358, Email; Stuart.Edgar@transportscotland.gsi.gov.uk
 - (iv) Police Scotland: David Hoyle, Email; David.Hoyle@scotland.pnn.police.uk
 - (v) North East Scotland Management Unit: Robin Cook, Tel; 0845 413 0200; and

as appropriate on all Temporary Traffic Management Schemes.

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

- 6.2 Notwithstanding any other provisions of this Agreement, the Company shall consult and comply with the requirements of:
 - (i) Police Scotland: David Hoyle, Email; David.Hoyle@scotland.pnn.police.uk and provide assistance to the Police in monitoring and enforcing speed restrictions.

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

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

- 7.1 The extent of the land made available by the Scottish Ministers for the purposes of the O&M Works shall be the O&M Works Site. Details of the limitations on use of the land in the O&M Works Site shall be as contained in Appendix 1/7 to Part 5 of these O&M Works Requirements and the other provisions of this Agreement.
- 7.2 Where any planning permission, Consent or otherwise shall be required as a result of the Design or any part of the Design for any part of the O&M Works, it shall be obtained by the Company from the Relevant Authority and submitted to the Contracting Authority prior to either construction, completion, operation or the maintenance of that affected part of the O&M Works proceeding.
- 7.3 The Company shall consult and comply with the requirements of:
 - (i) Aberdeen City Council; Aileen Brodie, Tel: 01224 522216, Email: abrodie@aberdeencity.gov.uk
 - (ii) Aberdeenshire Council; Joe May, Tel; 013398 87373, Email: joe.may@aberdeenshire.gov.uk

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

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

8 Licences Approvals and Otherwise

- 8.1 The Company shall not have possession and/or right of entry onto land owned or reputed to be owned by:
 - (i) Network Rail; and/or
 - (ii) any other third party.

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

- 8.2 The Company shall consult, comply and negotiate with Network Rail and/or any other third party to obtain the necessary licences, approvals and otherwise to enable either the construction, completion, operation or maintenance of the O&M Works. In this respect the Company shall also refer to Appendix 1/7 to Part 5 of these O&M Works Requirements.
 - The Company shall provide Consultation Certificates in accordance with the Certification Procedure in respect of this requirement.
- 8.3 The Company shall consult and comply with the requirements of SEPA (Contact: Samantha Fleming (Specialist II), SEPA South Grampian Team, Tel: 01224 266678,

samantha.fleming@sepa.org.uk) with respect to complying with the requirements of the Water Environment (Controlled Activities) Regulations 2005. The Company shall provide a copy of all relevant licences, registrations and otherwise as required under Water Environment (Controlled Activities) Regulations 2005 to the Contracting Authority prior to commencement of the relevant O&M Works.

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

9 Access

- 9.1 All roads and accesses affected by the O&M Works shall be retained and kept operational throughout the period of the O&M Works until alternative suitable means of access are provided in accordance with Appendix 1/18 to Part 5 of these O&M Works Requirements.
- 9.2 Notwithstanding the other provisions of this Agreement, any agreement to alter a private access in any way shall be confirmed in writing by the Company with the appropriate landowners, tenants and occupiers and other authorised users and the Company shall be required to have such agreement in writing prior to any alteration to the access. A copy of any agreement together with supporting drawings shall be submitted to the Contracting Authority, prior to implementation of such agreements.
- 9.3 The Company shall provide at least four weeks written notice to the Contracting Authority, the Relevant Authorities and interested parties in advance of its intended date for stopping up any roads in accordance with the Orders.
- 9.4 Road access to the O&M Works Site shall be gained solely via classified roads subject to the requirements of Appendix 1/19 to Part 5 of these O&M Works Requirements.
- 9.5 Access to the O&M Works Site from public roads shall be subject to the requirements of Appendix 1/17 to Part 5 of these O&M Works Requirements.
- 9.6 The Company shall prevent any of the roads or bridges connecting with or on the routes to the O&M Works Site from being subjected to extraordinary traffic within the meaning of Section 96 of the Roads (Scotland) Act 1984 or any statutory modification or re-enactment thereof by any traffic of the Company and in particular shall select routes and use vehicles and restrict and distribute loads so that any extraordinary traffic as shall inevitably arise from the moving of Constructional Plant and material or manufactured or fabricated articles from and to the O&M Works Site shall be limited as far as reasonably possible and so that unnecessary damage or injury shall not be occasioned to such roads and bridges.
- 9.7 Notwithstanding the other provisions of this Agreement, the Company shall be responsible for and shall pay the cost of strengthening any bridges or altering or improving any roads communicating with the O&M Works Site to facilitate the movement of Constructional Plant equipment or temporary works or other items or vehicles required in the execution of the O&M Works and the Company shall negotiate and pay all claims arising out of any damage to any roads or bridges caused by such movement without recourse to the Contracting Authority.
- 9.8 Notwithstanding the other provisions of this Agreement, the Company may gain entry to the O&M Works Site via private land only with the prior written agreement of the landowner and occupier after having obtained any necessary planning consent or otherwise. Access to the private land from the public road shall be to the requirements of paragraphs 9.1 and 9.2.
- 9.9 The Company shall bear full responsibility for negotiating, paying for and bearing all costs relating to such access agreements and for any matters arising with parties who consider themselves to be affected by these accesses.

- 9.10 The Company shall assess the potential environmental impacts of any such access and ensure that any adverse environmental impact shall be avoided.
- 9.11 The Contracting Authority shall have access at all times to the O&M Works Site for all purposes related to the Project and the Company shall provide all reasonable assistance and facilities required by the Contracting Authority, the Undertakers and their respective contractors pursuant to the execution of all works in connection with or ancillary to the O&M Works (including the execution of diversionary works) or otherwise requiring to be carried out on the O&M Works Site.
- 9.12 Compliance with the requirements of this Section 9 shall not relieve the Company of any of its obligations under this Agreement and the Company shall not be entitled to any extension of time or additional payment.

10 Orders

- 10.1 Notwithstanding any other provisions of this Agreement, where the Company requires the enactment of further Orders and/or produces further Environmental Assessment Documents to accommodate the Design, construction, completion, operation and maintenance of the O&M Works, the Company shall be responsible for:
 - (i) any additional time and cost for Design, construction, completion, operation and maintenance of the O&M Works, wayleaves, material procurement and otherwise:
 - (ii) any other associated work and/or risks; and
 - (iii) all other costs and profit including those required by the Undertakers in connection with privately and publicly owned Apparatus and otherwise.

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

- 11.1 The Company shall consult and comply with Relevant Authorities in connection with any alterations to public and private roads, accesses and public/private rights of way.
 - The Company shall provide Consultation Certificates in accordance with the Certification Procedure in respect of this requirement.
- 11.2 All public and private roads, accesses and public/private rights of way affected by the O&M Works shall be retained and maintained throughout the Service Period.
- 11.3 Any diversions which the Company proposes shall be shown to cause minimum disruption to the end User.
- 11.4 All construction procedures and equipment shall include adequate provision to ensure the safety of members of the public and others using public and private roads, accesses and public/private rights of way affected by the O&M Works.
- Any agreement to alter a private road or access in any way shall be confirmed in writing by the Company with the appropriate landowners, occupiers and other authorised users and the Company shall be required to have such agreement in writing prior to any alteration to the access.
- 11.6 The Company shall assess the environmental impacts of the proposed changes to the O&M Works and ensure that all reasonable measures are taken to avoid or mitigate adverse environmental impacts.
- 11.7 A copy of any agreement together with supporting drawings shall be submitted to the Contracting Authority prior to the Company carrying out any such alterations.

12 Community Relationships and Public Liaison

12.1 Part 8 of these O&M Works Requirements describes the Community Relationships and Public Liaison procedures.

13 Payment of Fees and Compliance with Undertakers

- 13.1 The Company shall:
 - (i) give all notices;
 - (ii) take all actions; and
 - (iii) pay all fees;

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

14 Superintendence by Company

- 14.1 Notwithstanding the other provisions of this Agreement, the Company shall ensure there shall be supervision of the construction, completion, operation and maintenance of the O&M Works. In doing so the Company shall ensure an adequate level of supervisory staff shall be present on the O&M Works Site at all times to carry out such supervision duties required under this Agreement.
- 14.2 Such staff shall have sufficient knowledge of the Operations to be executed (including, but not limited to, the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents) as may be required for the satisfactory execution of the Operations.

15 Integrated Roads Information System

- 15.1 General
- 15.1.1 The Integrated Roads Information System shall be provided to the Company via a website hosted by the Scottish Ministers and it shall include the functionality shown below:



15.1.2 The Integrated Roads Information System allows for downloading of data to the Company systems in a variety of manners including standard Microsoft Office output files; comma separated variable files and XML Schema. The Company may submit requests to the

Contracting Authority for the use of alternative output formats. Consent for such usage shall be at the sole discretion of the Contracting Authority.

- 15.1.3 The functions within the Integrated Roads Information System are as follows:
 - (i) Contract control management function of the Integrated Roads Information System including data for:
 - (a) financial and contract management activities,
 - (b) work transactions,
 - (c) financial statements, and
 - (d) transaction documents.

and which is for the exclusive use of the trunk road operating units.

- (ii) Pavement management function including data for:
 - (a) condition; and
 - (b) network.
- (iii) Scheme manager function including data for:
 - (a) all Schemes included in the annual maintenance plan and all other identifiable Schemes contained in the maintenance forward plan;
 - (b) all Statement of Intents, results of further investigations and other information supporting the Scheme justification;
 - (c) current Scheme costs, programme and status information; and
 - (d) Scheme Design and construction information.
- (iv) Routine maintenance management function including data for:
 - (a) network;
 - (b) inventory;
 - (c) Defect;
 - (d) inspection;
 - (e) maintenance; and
 - (f) Monitoring and reporting of energy consumption.

The routine maintenance management function includes all data associated with the trunk road network.

- (v) Structures management function:
 - (a) inventory;
 - (b) Defect;
 - (c) inspection; and
 - (d) maintenance.
- (vi) Development management function:
 - (a) pre application,
 - (b) application, and
 - (c) response.
- (vii) Accident recording and analysis function:

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- (a) Import, analysis and reporting of STATS 19 data,
- (b) severity, casualty and accident rates,
- (c) Identification of cluster sites,
- (d) KPIs to report against accident and casualty reduction targets, and
- (e) Road protection scoring.
- (viii) Lighting management function:
 - (a) inventory,
 - (b) Defect,
 - (c) inspection,
 - (d) Maintenance, and
 - (e) Monitoring and reporting of energy consumption
- (ix) Cycleroute database and management function:
 - (a) network,
 - (b) existing and proposed cycleroutes, and
 - (c) Sustrans routes.
- (x) Management of incidents function:
 - (a) Disruption Risk planning,
 - (b) Incident Response planning and Incident Response Operations,
 - (c) Trunk Road Incident Support Service planning, and
 - (d) Incident Support Units planning.
- (xi) Land terrier function:
 - (a) Land Registry and ownership.
- (xii) Intelligent transport system function:
 - (a) inventory,
 - (b) Defect,
 - (c) inspection, and
 - (d) maintenance.
- (xiii) Performance and reporting measurement system function:
 - (a) reports,
 - (b) performance frameworks,
 - (c) schedule of audits, and
 - (d) risk register.
- (xiv) Road orders database system function:
 - (a) recording and managing road orders.
- (xv) Speed limit database system function:
 - (a) managing speed limit data,
 - (b) speed limit review, and

- (c) recording temporary speed limit orders.
- (xvi) Street works function:
 - (a) managing Street Works activities,
 - (b) issue of notices, and
 - (c) operate Permit Schemes and manage inspections.
- (xvii) Winter Service function:
 - (a) weather forecasts,
 - (b) weather stations,
 - (c) salting actions, and
 - (d) salt stock monitoring.
- (xviii) Third party claims function:
 - (a) processing and managing third party claims, and
 - (b) claim history.
- (xix) Asset management hierarchy function:
 - (a) analyse and calculate the hierarchy for the Trunk Road network, and
 - (b) managing the hierarchy for the Trunk Road network.
- (xx) Drainage management hierarchy function:
 - (a) flooding incidents,
 - (b) drainage inventory and condition, and
 - (c) spill incident management.
- (xxi) Environmental management function:
 - (a) inventory,
 - (b) Defect,
 - (c) Inspection, and
 - (d) maintenance.
- (xxii) Geotechnical management function:
 - (a) management of assets, and
 - (b) calculation of earthwork geology
- 15.1.4 The Contracting Authority shall supply the Company no later than 5 Business Days before the Restricted Services Commencement Date with 5 licences to access the Integrated Roads Information System.
- 15.1.5 The Company shall be responsible for providing the following hardware and security systems to enable its licensed users to access the Integrated Roads Information System:
 - (i) computer terminals running the latest version of Microsoft Internet Explorer or acceptable alternative browser software;
 - (ii) broadband (with a minimum connection speed of one megabit per second for up to five users) corporate network or similar internet access; and
 - (iii) security and firewall setup enabling the following protocols:

- (a) Hypertext Transfer Protocol ("http");
- (b) Hypertext Transmission Protocol-Secure ("https"); and
- (c) Citrix Internet Connection Sharing ("ICS").
- 15.1.6 The Contracting Authority shall supply software to enable communications to and from the Integrated Roads Information System and the data capture devices used by the Company during inspections as required by these O&M Works Requirements.
- 15.1.7 The Company shall supply all data capture device hardware which shall meet the following minimum specifications:
 - (i) laptop, tablet personal computer or similar device running a suitable Windows operating system (not Linux or similar), or any other software as notified by the Contracting Authority;
 - (ii) compliance with the specification in paragraph 15.1.4;
 - (iii) minimum 100 gigabyte of data storage memory; and
 - (iv) global positioning system capabilities.
- 15.1.8 The Company shall not upload any data from its own systems into the Integrated Roads Information System other than other than as required by this Section 15.
- 15.1.9 The Company shall accommodate all future developments of the Integrated Roads Information System as required by the Contracting Authority at any time during the Contract Period.
- 15.1.10 The Company shall appoint an Integrated Roads Information System Coordinator who shall be responsible for the implementation and management of the Integrated Roads Information System by the Company.
- 15.1.11 The Integrated Roads Information System Coordinator shall provide to the Contracting Authority the names and email addresses of staff authorised by the Company to use the Integrated Roads Information System.
- 15.1.12 The Company shall notify the Contracting Authority within five Business Days of any changes of authorised users.
- 15.1.13 The Company shall notify the Contracting Authority within one Business Day of any authorised user that ceases to be employed by the Company All usernames and passwords supplied by the Contracting Authority to the Company, or passwords generated by the Company's staff, shall be treated as confidential information and the Company shall ensure staff do not divulge this information to any other person.
- 15.1.14 An Integrated Roads Information System user group meeting shall be held from time to time to inform the Company of future changes to the Integrated Roads Information System and discuss potential developments to the Integrated Roads Information System.
- 15.1.15 Any developments of the Integrated Roads Information System shall be at the sole discretion of the Scottish Ministers.
- 15.1.16 The Integrated Roads Information System Coordinator shall attend the Integrated Roads Information System user group at the dates and times notified in writing by the Contracting Authority.

- 15.1.17 The Scottish Ministers shall from time to time provide training in the use of the Integrated Roads Information System to staff nominated by the Company.
- 15.1.18 The Company shall ensure that all nominated staff shall attend such training at the dates and times notified in writing by the Contracting Authority.
- 15.1.19 The Company shall be responsible for providing any additional training to its staff and ensuring that the Integrated Roads Information System is used in accordance with the Agreement.
- 15.2 Network reference requirements
- 15.2.1 The trunk road network is defined by way of a linear network referencing system using a series of links and sections dividing each route into identifiable lengths for management purposes. Links and sections are marked by sets of node marker studs installed on the road. Each link and section has attributes defining its:
 - (i) location;
 - (ii) road characteristics; and
 - (iii) shape.
- 15.2.2 Road items such as
 - (i) defects;
 - (ii) treatments;
 - (iii) inventory;
 - (iv) condition assessment data;
 - (v) accidents; and
 - (vi) any other relevant items.

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

- 15.2.3 The network referencing system is held by the Scottish Ministers and shall be supplied to the Company on the Integrated Roads Information System. The Scottish Ministers shall be responsible for:
 - (i) defining the O&M Roads and their attributes in the Integrated Roads Information System;
 - (ii) assigning link/section numbers and node points to the O&M Roads; and
 - (iii) Updating the O&M Roads attributes and data;

in the Integrated Roads Information System when changes occur.

- 15.2.4 The Company shall be responsible for ensuring that no later than 6 months after the Full Services Commencement Date:
 - (i) the initial Integrated Roads Information System network referencing accurately reflects the physical characteristics of the O&M Roads;
 - (ii) ensuring that the most recently issued version of the Integrated Roads Information System network referencing is used in any other Company system for the AWPR / B-T project that uses network referencing.
- 15.3 O&M Roads network update

- 15.3.1 Following the initial update referred to in paragraph 15.2.4 the Integrated Roads Information System network referencing shall be updated as necessary to reflect changes to the geometric alignment or cross-section of the O&M Roads. Examples of such changes shall include but shall not be limited to:
 - (i) major realignments; and
 - (ii) less extensive changes such as:
 - (a) changes to cross-section (e.g. the addition of a climbing lane and on-line widening);
 - (b) new junction layouts;
 - (c) roundabouts;
 - (d) bend straightening; and
 - (e) any other change where the new alignment deviates by 300 millimetres from that currently recorded in the trunk road network referencing system.
- 15.3.2 Other changes to O&M Roads may affect the characteristic of a road although the geometric alignment may remain unaltered. Changes to the characteristics of a road include:
 - (i) addition of a climbing Lane;
 - (ii) carriageway or Lane widening;
 - (iii) changes in Lane allocation or junction layouts;
 - (iv) bridge or culvert extensions; and
 - (v) other features affecting the use and maintenance of the trunk road.
- 15.3.3 The Company shall implement processes to ensure that any likely changes to the geometric alignment or cross-section of the O&M Roads shall be identified.
- 15.3.4 Sources of potential change may include, but shall not be limited to:
 - (i) Schemes promoted by the Company;
 - (ii) Schemes promoted by the Scottish Ministers; and
 - (iii) Schemes promoted by third parties.
- 15.3.5 The Company shall submit the information listed in Section 15.4 to enable updates to the Integrated Roads Information System network referencing to be made.
- 15.4 Information required for network reference changes
- 15.4.1 Where, as a result of the O&M Works or any works by third parties, changes of geometric alignment or characteristics of the O&M Roads as described in Section 15.3 necessitate updates to the Integrated Roads Information System network referencing, the Company shall complete a network change form as provided in Appendix A/3 of this Part and submit it to the Contracting Authority.
- 15.4.2 The following information shall be provided by the Company to the Contracting Authority for each Scheme identified, during the update process, at least 20 Business Days before commencement of construction work on the Scheme to allow the changes to be implemented and to ensure that the changes required can be assessed, node markers installed and the Integrated Roads Information System network referencing updated:

- (i) Scheme layout plans at 1:2500 scale which shall include the Scheme chainages for each carriageway in the Scheme at the tie-in points to the existing road;
- (ii) proposed new or revised network node locations (if applicable);
- (iii) Scheme construction, commencement and completion dates. The date when traffic first starts using the road in a temporary traffic management contra-flow or other temporary traffic management situation before Scheme construction has been completed shall also be provided; and
- (iv) carriageway specification and the number of Lanes for each new section.
- Once the revised Scheme network has been notified to the Company by the Contracting Authority, the Company shall within 25 Business Days provide to the Contracting Authority:
 - (i) a completed maintenance Scheme data sheet, in the format shown in Appendix A/1 of this Part; and
 - (ii) Sideways Co-efficient Routine Investigation Machine ("SCRIM") Site categories to the format shown in Appendix A/2 of this Part, for the Scheme, based relative to the new network referencing.
- 15.4.4 Once the network node locations have been advised in writing by the Contracting Authority and the node markers installed, the Company shall provide details for each Scheme as follows:
 - (i) measured lengths for each new network section including those comprising existing or new road;
 - (ii) measured chainage of the start and end of the new Scheme related to the existing network referencing;
 - (iii) Ordnance Survey grid references for each installed network node point which shall be provided as 12 figure references and shall be accurate to plus or minus one metre; and
 - (iv) node marker reference replacement documents to the format shown in Appendix A/4 of this Part
- 15.4.5 The Company shall:
 - (i) identify any error, inaccuracy or discrepancy in the Integrated Roads Information System network referencing;
 - (ii) the reason for such error; and
 - (iii) the proposed correction for consideration by the Contracting Authority.
- 15.4.6 Where an error is identified in the Integrated Roads Information System network referencing, the Company shall complete a network error form as provided in Appendix A/3 of this Part and submit it to the Contracting Authority.
- 15.5 Inventory
- 15.5.1 The existing known inventory shall be supplied to the Company on the Integrated Roads Information System.
- 15.5.2 Scottish Ministers shall be responsible for defining the inventory items and their attributes in the Integrated Roads Information System.
- 15.5.3 The Company shall be responsible for:

- (i) adding the New Works inventory prior to the Full Services Commencement Date;
- (ii) Within 6 months of the Full Services Commencement Date validating and ensuring that all inventory items on the O&M Roads have a corresponding inventory record recorded in the Integrated Roads Information System and that all attributes as defined in the Transport Scotland 'Inventory Collection Manual' are fully populated;
- (iii) maintaining the accuracy and integrity of the inventory data as defined in the Transport Scotland 'Inventory Collection Manual';
- (iv) adding new inventory items and end-dating old inventory items as the inventory changes; and
- (v) adding missing inventory items for current inventory items.
- 15.6 Inspections and maintenance
- 15.6.1 The Contracting Authority shall be responsible for defining the types of inspections and maintenance to be recorded by the Company in the Integrated Roads Information System.
- 15.6.2 The Company shall:
 - (i) design its inspection and maintenance routes;
 - (ii) create and maintain its routes in the routine maintenance management function of the Integrated Roads Information System;
 - (iii) enter details of all inspections, defect rectification and maintenance activities undertaken; and
 - (iv) record all required data and attributes in the routine maintenance and management function of the Integrated Roads Information System.
- 15.6.3 The Company shall ensure that the routine maintenance and management function of the Integrated Roads Information System data supports the evidence required for fatal accident inquiries and the consideration of damages claims by third parties. The Company shall maintain and ensure the accuracy and integrity of the routine maintenance and management function of the Integrated Roads Information System data at all times including all inventory, Category 1 and Category 2 Defects and all inspections and maintenance carried out on the O&M Roads.
- 15.6.4 The Company shall include procedures in the O&M Works Quality Plan for the validation of all data for correctness and completeness before entering the data into the routine maintenance and management function of the Integrated Roads Information System. Any error or omission in the routine maintenance and management function of the Integrated Roads Information System data found by the Company shall be corrected within four Business Days of its discovery.
- 15.7 Information system features of the routine maintenance and management function
- 15.7.1 The routine maintenance and management function of the Integrated Roads Information System data can be accessed, interrogated and retrieved using one or more of the following methods:
 - (i) map based presentation of data;
 - (ii) fixed reports; and
 - (iii) user defined reports.
- 15.7.2 The fixed reports shall include as a minimum:

- (i) Category 1 Defects and Category 2 Defects;
- (ii) Category 1 Defect repair performance;
- (iii) Safety Inspection performance;
- (iv) Safety Patrol performance;
- (v) Detailed Inspection performance; and
- (vi) maintenance performance.
- 15.7.3 The user defined reports enable users to create queries concerning the Integrated Roads Information System data and to save the data in a text format.
- 15.7.4 The Company shall use the routine maintenance and management function of the Integrated Roads Information System to record details and evidence of its activities, including:
 - (i) completed inspection checklists and certificates;
 - (ii) evidence of activities being carried out with before and after photographs;
 - (iii) photographic evidence of all Category 1 Defects and appropriate Category 2 Defects;
 - (iv) photographic evidence of Defect repairs for all Category 1 Defects and appropriate Category 2 Defects;
 - (v) inventory design information; and
 - (vi) photographs of inventory items for all items required by the 'Inventory Collection Manual' and where appropriate for other items.
- 15.8 Pavement management functionality of features
- the Scottish Ministers shall populate the pavement management function of the Integrated Roads Information System with the following:
 - (i) road condition data including:
 - (a) high speed Surface Condition Assessment of the National Network of Roads (SCANNER) system survey data;
 - (b) Sideways Co-efficient Routine Investigation Machine ("SCRIM") survey data; and
 - (c) deflectograph survey data;
 - (ii) derived traffic flow data from the Scottish Ministers' traffic database;
 - (iii) accident data; and
 - (iv) road construction data.
- Survey contractors employed by the Scottish Ministers shall undertake road condition surveys and the Contracting Authority shall notify the Company in writing at least 20 Business Days before the start of the annual survey cycle of the programme of routes and types of road condition surveys to be undertaken on the O&M Roads each year during the Contract Period.
- 15.8.3 The Scottish Ministers' survey contractors shall liaise directly with the Company informing it of dates and types of survey to be, or being, undertaken on the O&M Roads. The Company shall liaise with such survey contractors when necessary for traffic management and other safety purposes.

- 15.8.4 The Company shall be responsible for analysing and interpreting the pavement management function data to identify structural pavement maintenance schemes.
- 15.8.5 The Company shall be responsible for updating the Scheme manager function of the pavement management function with details of all structural pavement maintenance Schemes in its maintenance programmes.
- 15.8.6 The status of each Scheme shall be updated by the Company throughout the Service Period within 5 Business Days of a change in status of a Scheme.
- 15.8.7 A Statement of Intent and, during the last 5 Contract Years, a value for money assessment all as referenced in the pavement management function shall be attached to each Scheme record by the Company.
- 15.8.8 The category of the Scheme shall be agreed with the Contracting Authority.
- 15.8.9 The Company shall produce a maintenance Scheme data (MSD) sheet whenever a scheme includes:
 - (i) repair;
 - (ii) replacement; or
 - (iii) change;

of an area of carriageway greater than 30 metres in length and half a Lane or more in width.

- 15.8.10 If more than one specification for repair, replacement or change is adopted within the area, the Company shall produce a structural pavement maintenance Scheme data sheet for each specification that is adopted. Submission shall be made on the basis of one submission per Scheme with separate sheets identified by chainage for each specification. The following file naming convention shall be used "MSD_YYYY_XXXX_ZZZZ", where:
 - (i) YYYY = year e.g. 0910 for Financial Year 2009/2010.
 - (ii) XXXX = Route e.g. A1.
 - (iii) ZZZZ = Scheme name/location e.g. Cockburnspath.
 - (iv) example filename = "MSD 0910 A1 Cockburnspath
- 15.8.11 Maintenance scheme data sheets shall be prepared using the relevant form in Appendix A/1. Such maintenance Scheme data sheets shall contain sufficient data to identify uniquely the location and extent of the area of repair replacement or change with respect to the linear network referencing system. If a Scheme is adjusted on site an explanation for change form, provided in Appendix A/4 shall be submitted with the maintenance Scheme data sheet.
- 15.8.12 Maintenance Scheme data sheets shall be submitted where pavement investigations indicate there is a substantial difference between the existing construction layers and those recorded in the Integrated Roads Information System and where the difference is likely to influence the interpretation of deflectograph data.
- 15.8.13 Maintenance scheme data sheets shall be submitted to the Contracting Authority within 25 Business Days of completion of the related repair replacement or change.
- 15.9 Node Markers

- 15.9.1 The Company shall be responsible for installing node markers and for ensuring that all node markers on the O&M Roads are accurately located and visible at all times.
- 15.9.2 All missing or defective node marker installations shall be treated as Category 1 Defects, including missing new markers.
- 15.9.3 Node studs shall be installed strictly in accordance with the Scottish Executive Advice Note 'Node Marker Standards'.

16 Abnormal Indivisible Load Routeing

- 16.1 Introduction
- 16.1.1 Movement of Abnormal Indivisible Loads is regulated and controlled by:
 - (i) The Road Vehicles (Construction and Use) Regulations 1986 (SI 1986 No 1078);
 - (ii) The Road Vehicles (Authorised Weight) Regulations 1998 (SI 1998 No 3111);
 - (iii) The Road Vehicles (Authorisation of Special Types) General Order 2003 (SI 2003 No 1998) hereinafter referred to as Special Types General Order 2003; and
 - (iv) Section 44 of the Road Traffic Act 1998.
- 16.1.2 The Company shall, on behalf of the Contracting Authority, act as the main contact for all communication and correspondence relating to the routing and movement of abnormal indivisible loads on the O&M Works Roads. The Company shall inform the Scottish Ministers and Contracting Authority of all proposed and agreed movements of abnormal indivisible loads within the O&M Works Site.
- 16.1.3 Movement of certain abnormal indivisible loads requires authorisation from the Department of Transport. Hauliers and companies are required to obtain authorisation for movements of abnormal indivisible loads with dimensions or weights as described in Parts B and C of Appendix B of this Part.
- 16.1.4 In addition, hauliers and companies moving abnormal indivisible loads are required to give notice to the police and all road and bridge authorities who have responsibility for the proposed route in accordance with the timescales specified in Parts B and C of Appendix B of this Part.
- 16.1.5 Movement of certain loads, as stated in Parts B and C of Appendix B of this Part, require an escort. Hauliers are permitted to undertake the self-escorting of abnormal indivisible loads and abnormal vehicles within certain limits. The Company shall inform all hauliers and companies intending to undertake the self-escorting of abnormal indivisible load of the need to comply with Highways Agency publication 'Code of Practice Self-Escorting of Abnormal Loads and Abnormal Vehicles'. The Company shall comply with this guidance when executing any Operations that may involve self escorting of abnormal indivisible loads and abnormal vehicles.
- 16.1.6 The Association of Chief Police Officers in Scotland published a notice to all hauliers wishing to self-escort any abnormal indivisible loads on roads in Scotland. A copy of such notice is contained in Appendix C of this Part. The Company shall bring this notice to the attention of all hauliers and companies seeking the routeing and movement of abnormal indivisible loads within the O&M Works Site.

- 16.1.7 The Company shall include or procure the inclusion of documented procedures for the effective management of abnormal indivisible load routeing in the O&M Works Quality Plan.
- 16.1.8 The Company shall appoint a Bridges Manager who shall supervise and co-ordinate the duties to be undertaken by the Company in relation to abnormal indivisible loads.
- 16.2 Load Routeing and Co-ordination
- 16.2.1 The Scottish Ministers have a duty to provide a statutory abnormal indivisible load routeing and co-ordination service throughout Scotland to hauliers and companies on behalf of the Department of Transport.
- 16.2.2 The Company shall provide advice on the routeing of abnormal indivisible loads to the Scottish Ministers and the Contracting Authority and, on behalf of the Scottish Ministers and the Contracting Authority, to others as and when required.
- 16.2.3 The Company shall provide a routeing and co-ordination service for hauliers and industry for those parts of movements that take place on the O&M Roads.
- 16.2.4 The Company shall liaise with the:
 - (i) adjoining local road authorities;
 - (ii) Scottish Ministers;
 - (iii) Police:
 - (iv) Network Rail;
 - (v) British Rail Property Board;
 - (vi) Scottish Canals:
 - (vii) Undertakers; and
 - (viii) other legitimately concerned organisations;

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

- 16.2.5 When any movement requires statutory authorisation the Company shall advise the haulier or company accordingly. No later than three days after advising the haulier or company of the need for statutory authorisation, the Company shall refer the application or enquiry, together with a suggested abnormal indivisible load route, to the Scottish Ministers and the Contracting Authority.
- 16.2.6 Any advice that the Company gives to hauliers or companies shall be based on such records as the Company may possess or to which the Company has access.
- 16.2.7 The Company shall inform hauliers and companies that by advising or commenting on a proposed abnormal indivisible load route:
 - (i) the Company, Contracting Authority and Scottish Ministers shall not assume responsibility of any kind in connection with the movement of the relevant abnormal indivisible load or abnormal vehicle, and
 - (ii) in following any advice provided, the owner and the operator of the vehicle shall not be relieved of any of its obligations or liabilities under the relevant legislation.
- 16.3 Route Assessment

- 16.3.1 The Company shall assess the suitability of bridges, other Structures and the O&M Roads for the movement of heavy, wide, long or high abnormal indivisible loads.
- 16.3.2 The Company shall use the structures management function of the Integrated Roads Information System database and follow the procedures set out in the structures management function of the Integrated Roads Information System database user manual to identify Structures that may be affected by the movement of an abnormal indivisible load.
- 16.3.3 The Company shall update the data held within the structures management function of the Integrated Roads Information System in accordance with the requirements Section 5 of Part 2 to these O&M Works Requirements.
- In undertaking a route assessment, the Company shall take account of the guidance contained in the structures management function of the Integrated Roads Information System on the effects of heavy load movements across over-bridges, under-bridges and structures within the O&M Works Site. The Company shall record in the structures management function of the Integrated Roads Information System, data on the vehicles used in the movement of abnormal indivisible loads.
- 16.3.5 The Company shall assess the proposed movement of vehicles with heavy, wide, long or high abnormal indivisible loads to determine the suitability of Structures and the O&M Roads to accommodate such vehicles.
- 16.3.6 The Company shall examine the records available in the structures management function of the Integrated Roads Information System or other documents or databases available to the Company when making its assessment.
- 16.3.7 The Company shall not carry out structural assessments as part of its duties under this Part. When it is identified that a Structure may require further structural assessment to establish its capability to carry the proposed load, the Company shall bring this to the immediate attention of the Contracting Authority and the Scottish Ministers.
- 16.3.8 Subject to the haulier or company reaching agreement with Contracting Authority and the Scottish Ministers on a further structural assessment, the Company shall provide assistance to the haulier or company or his agent by giving access to relevant drawings, calculations and other appropriate records held by the Company.
- 16.4 Recommendation and Checks
- 16.4.1 The Company shall make its recommendations on the suitability of a proposed movement to the Contracting Authority and the Scottish Ministers in writing, within the timescale specified in the written request for comments, in order to allow authorisation by the Department for Transport on behalf of the Scottish Ministers.
- 16.4.2 The Scottish Ministers shall issue a copy of the notifications and authorisation to the Company. The Company shall immediately check all notifications and authorisations issued and no later than seven days after checking, bring any discrepancies to the attention of the appropriate organisation.
- 16.5 Management and Records
- 16.5.1 The Company shall keep records of the assessment of abnormal vehicle movements and the approved abnormal indivisible load route for each abnormal indivisible load. The Company is advised that, whilst the findings of a given assessment and the vehicles checked along an approved abnormal indivisible load route are retained within the

structures management function of the Integrated Roads Information System, the route is not retained.

- 16.6 High Loads
- 16.6.1 The Company shall provide advice to the Contracting Authority, Scottish Ministers, hauliers and the industry on the passage of high loads. In order that the maximum possible use is made of the Trunk Road network, the overall laden height of a vehicle should not exceed 4.95 metres (16'3").
- 16.6.2 No later than 30 days before the Restricted Services Commencement Date the Contracting Authority shall provide the Company an abnormal load pinch point grid of high load routes within Scotland. These high load routes shall be for load heights of 5.48 metres (18ft) with further information provided on routes that can accommodate 6.09 metres (20ft) high loads.
- 16.6.3 The Company shall immediately notify the Contracting Authority and the Scottish Ministers of any changes that need to be made to the abnormal load pinch point grid of high load routes.
- 16.6.4 The Company shall ensure that no activity for which it is responsible reduces the existing height clearances available on Trunk Roads within the O&M Works Site unless consented to in writing by the Contracting Authority.
- 16.7 Electronic Service Delivery for Abnormal Loads
- 16.7.1 During the Contract Period, the Scottish Ministers may introduce a new system, known as the electronic service delivery for abnormal loads.
- 16.7.2 If the system for electronic service delivery for abnormal loads is introduced, the Company shall be required to:
 - (i) implement the use of this system through documented procedures contained within the O&M Works Quality Plan;
 - (ii) use this system for the remainder of the Contract Period;
 - (iii) update data used in indicative capacity appraisals to identify potential problem structures; and
 - (iv) add information to the system about any constraints that may impact on an abnormal indivisible load route.
- 16.8 Indemnification
- 16.8.1 The Company shall request, on behalf of the relevant Roads Authorities, indemnification in the format specified in Road Vehicles (Authorisation of Special Types) (General) Order 2003 from any haulier or company whose loads shall be expected to travel on the O&M Works Site.
- 16.8.2 The Company shall immediately notify the Contracting Authority and the Scottish Ministers should any requested indemnities not be received.
- 16.8.3 The Company shall keep on file indemnity forms received and shall prepare and maintain a list of hauliers and industry for whom indemnity forms shall be held on file.
- 16.8.4 Indemnities shall be kept for a minimum period of 12 months after the indemnified movements have taken place.

16.8.5 Should the 12 month period extend beyond the Expiry Date, any indemnity forms held by the Company shall be passed to the Scottish Ministers.

17 Incident Response

- 17.1 General
- 17.1.1 This Section identifies the requirements for the Company in relation to:
 - (i) planning its Incident Response Operations to Incidents within the O&M Works Site or near to it:
 - (ii) executing its Incident Response Operations;
 - (iii) minimising the duration of Incidents that occur on or near the O&M Works Site, including the impact that any Incidents may have on the operation of the O&M Roads; and
 - (iv) identifying and executing mitigating actions to prevent the occurrence of Incidents.
- 17.1.2 The Company shall attend to all Incidents in a prompt and efficient manner through the planned and coordinated use of its Incident Response Resources.
- 17.1.3 The Company's Incident Response planning activities shall include as a minimum the development and use of management plans, processes and systems. The Company shall undertake such activities to enhance its capability to deliver the response to, and minimise the duration of, Incidents.
- 17.1.4 The Company's Incident Response Operations shall commence immediately after it has been notified of an Incident. Such operations shall include as a minimum:
 - (i) responding to all Incidents within the response times stated in Part 5 of these O&M Works Requirements;
 - (ii) providing sufficient Incident Response Resources to execute Incident Response Operations:
 - (iii) undertaking repair work to restore safe access and use of the Trunk Roads for all Users; and
 - (iv) undertaking recovery operations to restore the O&M Roads to normal operation.
- 17.1.5 The Company shall undertake its Incident Response planning and Incident Response Operations in accordance with the Incident Response Plan. This plan shall be prepared and maintained by the Company as detailed in Section 17.9.
- 17.1.6 The Company's Incident mitigation activities shall seek to minimise or eliminate the risks associated with Incidents that impact on the operation and use of the O&M Roads. Such mitigation activities shall include as a minimum:
 - (i) Disruption risk management activities relating to Incidents that cause disruption of the operation of the network. The Company shall undertake such activities in accordance with the Disruption Risk Management Plan which shall be prepared and maintained by the Company in accordance with Transport Scotland's 'Manual for the Management of the Risk of Unplanned Network Disruption' and as stated in this Part; and
 - (ii) activities relating to Incidents that do not cause disruption to the operation and use of the O&M Roads.

- 17.1.7 The Company shall ensure that all staff involved in Incident Response Operations is suitably trained and that its vehicles are sufficiently equipped to deal with all Incidents.
- 17.2 Incident Response Services
- 17.2.1 The Company's Incident Support Units shall attend to all Incidents in accordance with the response times stated in the Specification and this Part.
- 17.3 Multi Agency Response Team
- 17.3.1 "Multi Agency Response Team" means the team that comprises partner organisations working with Transport Scotland in the deployment of resources to manage Incidents that are deemed in the first instance by Transport Scotland to:
 - (i) have a high risk of severe disruption to road or rail journeys with potential safety risks for the travelling public;
 - (ii) have a significant potential impact for large parts of the strategic transport network; and
 - (iii) require a multi agency response.
- 17.3.2 The need to deploy the Multi Agency Response Team shall be considered by Transport Scotland in dialogue with the Multi Agency Response Team partners. The decision making shall be based on professional judgement and use the best intelligence available to the group. Participation by and deployment of the Multi Agency Response Team shall be proportionate and defined by the nature, scale and potential impact of the Incident or event.
- 17.3.3 The Company shall maintain a list of suitably trained staff that is able to work in the Multi Agency Response Team when it is in operation. These nominated individuals shall be available at short notice to attend the Traffic Scotland Control Centre when required and have a full understanding of the objectives of the Multi Agency Response Team and their role in its operation. Such staff shall be available to attend any training events that may be organised in relation to Multi Agency Response Team operations.
- 17.3.4 No later than 30 Days prior to the Restricted Services Commencement Date, the Company shall produce and thereafter maintain up to date throughout the Contract Period its own Multi Agency Response Team information folder which shall contain key information such as contacts, record logs and the like and which shall be handed over at each shift change when the Multi Agency Response Team is in operation.
- 17.3.5 The Multi Agency Response Team organisational partners shall vary over the lifetime of this Agreement and are likely to include:
 - (i) Transport Scotland;
 - (ii) the Traffic Scotland Operator;
 - (iii) the Scottish Minister's Trunk Road North East Management Unit;
 - (iv) Network Rail;
 - (v) First Scotrail;
 - (vi) the Meteorological Office; and
 - (vii) the Association of Chief Police Officers in Scotland.

CLASSIFICATION OF INCIDENTS

- 17.4 Major Incidents
- 17.4.1 "Major Incident" means any unplanned event that requires the implementation of special arrangements by one or more of the Category 1 responders in accordance with the requirements of the Civil Contingencies Act 2004 and the Civil Contingencies Act 2004 (Contingency Planning) (Scotland) Regulations 2005 for:
 - (i) the rescue and transport of a large number of casualties;
 - (ii) the involvement, either directly or indirectly, of large numbers of people;
 - (iii) the handling of a large number of enquiries likely to be generated both from the public and the news media, usually to the Police; or
 - (iv) the large scale combined resources of the Category 1 responders to cater for the threat of death, serious injury or homelessness to a large number of people.
- 17.4.2 The Police and other Category 1 responders are responsible for declaring a Major Incident and shall immediately notify the Contracting Authority and the Traffic Scotland Operator when a Major Incident has been declared.
- 17.4.3 When requested by the Contracting Authority, the Company shall support Category 1 responders with dealing with Major Incidents.
- 17.5 Critical Incidents
- 17.5.1 "Critical Incident" means any unplanned event that includes any one or more of the following:
 - (i) any Incidents and Severe Weather events that result in significant disruption to the operation of the O&M Works Site;
 - (ii) road traffic accidents on a Trunk Road involving fatalities, serious injuries, or dangerous substances;
 - (iii) partial or full closure of a Trunk Road due to weather or road conditions;
 - (iv) road traffic accidents involving crossover of a vehicle from one carriageway of a Trunk Road to another:
 - (v) road traffic accidents on a Trunk Road resulting in serious or potentially serious damage to a Structure necessitating road closures;
 - (vi) any Incident causing full or partial closures of a Trunk Road due to road traffic accidents, equipment failure, security alerts of criminal or terrorist activities or any other significant event;
 - (vii) any Incident of public sensitivity;
 - (viii) Incidents resulting in damage to the infrastructure within the O&M Works Site:
 - (ix) environmental Incidents of significant importance; and
 - (x) any Incident not on the Trunk Road that meets any of the above criteria and which may affect the Trunk Road.
- 17.5.2 The Company shall declare an Incident to be a Critical Incident for its own and the Contracting Authority's management purposes.
- 17.5.3 The Company's notification requirements for Critical Incidents are stated in Appendix O of this Part.

- 17.5.4 Where the Company considers Critical Incidents to have escalated, or are likely to escalate, to a Major Incident, the Company shall immediately notify the appropriate Category 1 responder, the Contracting Authority and the Traffic Scotland Operator.
- 17.6 Minor Incidents
- 17.6.1 "Minor Incident" means any unplanned event within the O&M Works Site that is not considered by the Company to be a Major Incident or a Critical Incident.
- 17.6.2 The Company shall declare an Incident to be a Minor Incident for its own and the Contracting Authority's management purposes.
- 17.6.3 The Contracting Authority shall change the classification of a Minor Incident to Critical Incident where other information that is available to the Contracting Authority indicates that such a classification change is required.

DISRUPTION RISK MANAGEMENT PLAN

17.7 General

- 17.7.1 Disruption risk management shall refer to the activities undertaken by the Company that are aimed at improving journey time reliability by minimising or eliminating the risk of unplanned disruption to the operation of the O&M Works Site. The Company shall develop and implement its disruption risk management processes in accordance with Transport Scotland's 'Manual for the Management of the Risk of Unplanned Network Disruption' to:
 - (i) collect, store and analyse data on Incidents to identify locations within the O&M Works Site with a pattern of, or potential for, disruption Incidents;
 - (ii) undertake a risk assessment at each Disruption Risk Site using a standard approach to be provided by the Contracting Authority to identify Disruption Risk Sites with high and very high risk level;
 - (iii) develop and submit a statement of intent, for consent by the Contracting Authority, for appropriate risk management actions at Disruption Risk Sites identified as having a high and very high risk level. Such actions include as minimum, capital investment projects, development and implementation of a management plan and further investigation of specific Disruption Risk Sites;
 - (iv) when consented to by the Contracting Authority, implement approved risk management actions where a written instruction to do so has been issued by the Contracting Authority; and
 - (v) establish, maintain, implement and continuously improve a Disruption Risk Management Plan for the O&M Works Site. The Company shall update the Disruption Risk Management Plan at intervals not exceeding 12 months.
- 17.7.2 The Company's Disruption Risk Management Plan for the O&M Works Site shall contain details of its arrangements for implementing its disruption risk management activities.
- 17.8 Disruption Risk Management Plan
- 17.8.1 The Disruption Risk Management Plan shall combine the details and requirements of other management plans and records required by this Agreement that contribute to the management of disruption risk. Such Records and plans include:
 - (i) the Incident Response Plan;
 - (ii) the Winter Service Plan;

- (iii) the Incident Support Unit plan;
- (iv) the Standard Incident Diversion Routes;
- (v) Severe Weather management plans including:
 - (a) the wind management plans;
 - (b) the flooding management plans; and
 - (c) the landslide management plans;
- (vi) disruption risk Records;
- (vii) Disruption Risk Sites;
- (viii) the Statement of Intent requests for risk management action; and
- (ix) any other management plans and risk records related to potential disruption risk.
- 17.8.2 No less than 30 days prior to the Restricted Services Commencement Date, the Company shall submit to the Contracting Authority for written consent, a draft Disruption Risk Management Plan covering the full extent of the O&M Works Site. The Disruption Risk Management Plan shall be developed in accordance with Transport Scotland's Manual for the Management of the Risk of Unplanned Network Disruption by utilising all relevant historic data supplied by the Contracting Authority.
- 17.8.3 The Company shall, at intervals not exceeding 12 months, update the Disruption Risk Management Plan and re-issue it to the Contracting Authority, or issue a statement that the plan has been reviewed and that no update is required.

INCIDENT RESPONSE PLAN

- 17.9 General
- 17.9.1 No less than 30 days prior to the Restricted Services Commencement Date, the Company shall submit an Incident Response Plan to the Contracting Authority as part of the Draft Disruption Risk management Plan.
- 17.10 Scope of the Incident Response Plan
- 17.10.1 The Incident Response Plan shall ensure a prompt and efficient response to Incidents including as a minimum:
 - (i) road traffic collisions;
 - (ii) vehicle breakdown;
 - (iii) deposit and spillage of debris, waste or animal carcasses;
 - (iv) damaged infrastructure within the O&M Works Site;
 - (v) flooding and scour of roads and Structures;
 - (vi) Incidents other than vehicle damage that put Structures at risk;
 - (vii) spillage of fuels, chemicals, noxious substances, body fluids and other sensitive material;
 - (viii) landslides and rock falls;
 - (ix) subsidence;
 - (x) damaged electrical apparatus including where live elements may be exposed;

- (xi) Severe Weather events affecting any part of the O&M Works Site excluding the clearance of ice and snow in accordance with the Winter Service Plan; and
- (xii) any other circumstances involving an Incident.
- 17.10.2 The Incident Response Plan shall demonstrate the adequacy and availability of its Incident Response resources and arrangements to implement all necessary Incident Response Operations and meet the response times referred to in Part 5 of these O&M Works Requirements.
- 17.10.3 The Incident Response Plan shall include as a minimum the:
 - (i) management arrangements including the named resources of the Company and other relevant organisations;
 - (ii) management arrangements to ensure the provision of out of hours Incident Response as referred in Part 5 of these O&M Works Requirements;
 - (iii) management communication and instruction arrangements to provide the response referred to in this Section;
 - (iv) arrangements for notifying the Emergency Services of the contact details for the Incident Liaison Officer;
 - (v) arrangements with the Scottish Minister's Trunk Road North East Management Unit for the use of additional Incident Response Resources in exceptional circumstances;
 - (vi) communication methods including as a minimum a dedicated direct telephone number available to the Emergency Services to contact the Company and the Company's method of informing the Emergency Services of the direct telephone number and any changes to it;
 - (vii) communication resilience arrangements for ensuring availability of communications in the event of failure of electricity supplies, mobile telephone services and landline telephone services, radio communication services or any other service on which the Incident Response Operations depend;
 - (viii) communication between Company vehicles, offices, depots, sites of Incidents, Emergency Services and other Operational Partners;
 - (ix) availability of the Company and other resources and their locations, supply chain management arrangements, emergency contact details and mobilisation arrangements for labour, plant and materials to implement all potential Incident Response;
 - (x) management arrangements for Incidents other than vehicle damage that put Structures at risk;
 - (xi) arrangements for the provision of Mutual Aid;
 - (xii) management arrangements for the availability of the Incident Liaison Officer both during and outwith Normal Working Hours;
 - (xiii) arrangements for post Incident debriefing and reporting to the Contracting Authority of Critical or Major Incidents, Incidents involving spillage or deposit of hazardous or sensitive materials, Incidents involving Structures and any Incident where the requirements of this Agreement have not been met:
 - (xiv) arrangements for liaison with all appropriate organisations referred to in this Schedule;

- (xv) arrangements for coordination with other Incident responders referred to in this Schedule;
- (xvi) arrangements for dealing with spillage and deposit of hazardous or sensitive material referred to in this Part;
- (xvii) arrangements for dealing with Structures including unsafe or potentially unsafe Structures referred to in this Part; and
- (xviii) the management process for obtaining specialist advice to determine the safety and stability of damaged or at risk Structures and the Design for temporary works, remedial and strengthening measures for Structures.

17.11 Liaison Arrangements

- 17.11.1 In developing its Incident Response Plan, the Company shall:
 - (i) identify all relevant Operational Partners that have involvement in dealing with an Incident:
 - (ii) agree the communication arrangements between itself and the relevant Operational Partners in the event of an Incident; and
 - (iii) ensure mutual understanding of the roles and responsibilities of the Company and the relevant Operational Partners in the event of an Incident.
- 17.11.2 Details of all relevant Operational Partners, the agreed communication arrangements and the roles and responsibilities for dealing with Incidents shall be incorporated within the Incident Response Plan.
- 17.11.3 The Company shall maintain close working relationships with all relevant Operational Partners through regular meetings to review and update the communication arrangements and enable the integration of communication systems and technology.
- 17.11.4 The Emergency Services, in conjunction with local authorities and central government departments, undertake regular contingency planning and Incident planning meetings and conduct contingency and Incident exercises. The Company shall participate in all meetings and exercises to which it is invited by such parties, including meetings of all local contingency planning forums whose areas cover any part of the O&M Works Site.
- 17.12 Coordination with other Incident Responders
- 17.12.1 The Company shall ensure all Emergency Services, statutory Authorities, and other appropriate Operational Partners are advised of its arrangements for initiating Incident Response Operations.
- 17.12.2 The Company shall provide all relevant Operational Partners with one electronic copy and one controlled paper copy of its current Incident Response Plan.
- 17.13 Review of the Incident Response Plan
- 17.13.1 The Company shall keep the Incident Response Plan under continuous review and at intervals of no more than three months:
 - (i) update and re-issue such plan to the Contracting Authority for consent; or
 - (ii) issue a statement to the Contracting Authority declaring that the plan has been reviewed and that no update is required.
- 17.13.2 The continuous review shall include the adequacy and availability of the Incident Response Resources to implement all necessary Incident Response Operations, and

- where required, proposed changes to the arrangements identified through Incident debriefings. The Company's review procedures shall also ensure the accuracy of contact details is maintained.
- 17.13.3 Notwithstanding the requirements above, the Incident Response Plan shall be re-issued to the Contracting Authority no later than 10 Business Days prior to the end of each Contract Year.
- 17.14 Amendments to the Incident Response Plan
- 17.14.1 The Company shall not make amendments to the arrangements set out in the Incident Response Plan without the prior written consent of the Contracting Authority, with the exception of changes to contact details.
- 17.14.2 When consented to by the Contracting Authority, the Company shall immediately notify any amendments to the Incident Response Plan to all holders of controlled copies of the plan and shall provide a controlled copy of the change within one Business Day.
- 17.15 Incident Response Resource Classification
- 17.15.1 Incident Response Resources shall be classified as initial, secondary or back-up Incident Response Resources.
- 17.15.2 The Company shall ensure that:
 - (i) initial and secondary Incident Response Resources are available both during and outwith Normal Working Hours to comply with the response times for attendance at an Incident as stated in Part 5 of these O&M Works Requirements;
 - (ii) arrangements are established such that the Company can deliver the back-up Incident Response Resources to the site of the Incident as soon as possible and no later than 24 hours from the time when the need for the back-up Incident Response Resources has been identified.
- 17.15.3 The Incident Response Resources identified in the Part 5 of these O&M Works Requirements are the minimum provision and shall not be construed as being all the resources required by the Company to fulfil its obligations for Incident Response Operations.
- 17.16 The Incident Liaison Officer
- 17.16.1 The Company shall appoint suitably qualified personnel to undertake the role of Incident Liaison Officer. No later than 30 days prior to the Restricted Services Commencement Date, the Company shall notify in writing to the Contracting Authority the names, contact information and back up mobile telephone contact numbers for all Incident Liaison Officers. The Company shall include details of the cover arrangements during periods of absence or unavailability.
- 17.16.2 The Incident Liaison Officer shall be responsible for the management and delivery of the Company's Incident Response duties and shall have the information and the authority to provide an effective response appropriate to any Incident. The Incident Liaison Officer shall be available both during and outwith Normal Working Hours and be based within the Company's main office for the Operations.
- 17.16.3 The Incident Liaison Officer shall act as the first point of contact within the Company's organisation for all Incidents on or near the O&M Works Site. When requested by the Contracting Authority, the Incident Liaison Officer shall undertake duties from the Traffic Scotland Control Centre.

- 17.16.4 The Incident Liaison Officer shall be available to receive notification of an Incident from:
 - (i) the Traffic Customer Care Line Operator;
 - (ii) the Emergency Services;
 - (iii) the Traffic Scotland Operator;
 - (iv) local authorities;
 - (v) the public;
 - (vi) North East Management Unit;
 - (vii) the Company's personnel; and
 - (viii) any other sources.
- 17.16.5 The duties of the Incident Liaison Officer include:
 - (i) notifying the Emergency Services, the Traffic Scotland Operator and the Contracting Authority of Incidents in accordance with the requirements specified in Appendix O of this Part;
 - (ii) mobilising the initial Incident Response Resources;
 - (iii) managing and coordinating the execution of Incident Response;
 - (iv) maintaining contact with and keeping informed the Emergency Services, the Traffic Scotland Operator, local authorities and other affected parties as necessary during the Incident;
 - (v) when necessary, providing the required support to the Emergency Services;
 - (vi) determining the need for secondary and back-up Incident Response and mobilising where necessary;
 - (vii) determining the need for obtaining specialist advice from the Bridges Manager and making contact as appropriate;
 - (viii) ensuring all Standard Incident Diversion Routes supplied by the Contracting Authority are reviewed prior to the Restricted Services Commencement Date;
 - (ix) the review and update of existing Standard Incident Diversion Routes in full consultation with relevant Operational Partners;
 - (x) developing new Standard Incident Diversion Routes in accordance with Transport Scotland's 'Development Procedures for Operating Companies';
 - (xi) making an initial assessment as to whether the Incident is already, or has the potential to escalate to, a Critical or Major Incident; and
 - (xii) preparing Incident reports for submission to Contracting Authority in accordance with requirements of Section 10 of this Part.
- 17.16.6 The Company shall provide all necessary resources needed by the Incident Liaison Officer to coordinate, mobilise, deploy and supervise Incident Response Resources and Incident Response Operations in response to an Incident.
- 17.17 Arrangements for Full-Time Cover
- 17.17.1 Incident Response cover shall be available both during and outwith Normal Working Hours from the Restricted Services Commencement Date to the Expiry Date.
- 17.17.2 The Company shall prepare rotas of trained operatives able to attend Incidents and implement appropriate measures or actions. The Company shall prepare such rotas at

least 30 days prior to the Full Services Commencement Date and thereafter at least 10 Business Days prior to 1 April and 1 October in each Contract Year. The rotas shall detail the availability of the Incident Liaison Officers and Incident Response crews for each six month period commencing 1 April and 1 October in each Contract Year. Such rotas shall be issued to the Contracting Authority and all relevant Operational Partners.

- 17.17.3 The rotas shall include a list of named Company staff with relevant contact information including line management details. The rotas shall be updated when the staff identified on the rotas cease to be available or when changes are proposed by the Company. The Contracting Authority and all relevant Operational Partners shall be notified immediately of any changes to issued rotas.
- 17.17.4 The Company shall train and supervise all personnel who may be involved in any aspect of Incident Response to ensure that they are familiar with the types of Incident that may occur, including any special procedures to be followed outwith Normal Working Hours.
- 17.18 Contact Arrangements
- 17.18.1 The Company's Incident Response Resources shall be contactable both during and outwith Normal Working Hours throughout each Contract Year.
- 17.19 Resource Mobilisation and Deployment
- 17.19.1 For all Incidents the Incident Liaison Officer shall mobilise and deploy:
 - (i) initial Incident Response Resources as soon as possible to meet the response times stated in Part 5 of these O&M Works Requirements;
 - (ii) secondary Incident Response Resources as soon as possible to meet the response times stated in the Part 5 of these O&M Works Requirements whenever the need for them is identified; and
 - (iii) back-up Incident Response Resources as soon as possible and no later than 24 hours from when the need for them is identified.
- 17.20 Offices and Depots
- 17.20.1 The Company shall make available offices and depots as stated in Part 5 of these O&M Works Requirements to provide support for the provision of the Incident Response.
- 17.21 The Company's Incident Communications
- 17.21.1 The Company shall ensure that adequate communication is maintained with other Operational Partners at all times.
- 17.21.2 Within 10 minutes of receipt of information relating to an Incident, the Company shall disseminate such information to relevant Operational Partners.

INCIDENT RESPONSE OPERATIONS

- 17.22 Scope of Incident Response Operations
- 17.22.1 Incident Response includes:
 - (i) providing assistance to the Emergency Services;
 - (ii) traffic management for hard shoulder closures, lane closures, road closures and other closures instructed within the carriageway;
 - (iii) arranging for and implementing traffic diversions including those necessary for carriageways, footways, cycleways and rights of way;

- (iv) making safe and protecting any part of the O&M Works Site infrastructure;
- (v) making safe and protecting infrastructure located on or adjacent to the O&M Works Site that is not the property of the Scottish Ministers and arranging with the owner of such infrastructure for its repair or replacement;
- (vi) making safe, protecting and when necessary removing unsafe and fallen trees and branches;
- (vii) cleaning and sweeping;
- (viii) removal and disposal of general debris, animal carcasses and other obstructions in the road:
- (ix) containment, removal and disposal of debris and waste including chemicals, noxious substances, body fluids and other hazardous and sensitive material;
- (x) repairing and replacing any part of the O&M Roads infrastructure where necessary or where otherwise determined by the Contracting Authority for a particular Incident as part of the Incident Response;
- (xi) alleviating and averting flooding;
- (xii) checking and making safe any electrical apparatus involved in an Incident;
- (xiii) where required, the initial assessment of a Structure involved in an Incident to determine its continued safe use:
- (xiv) lifting and propping bridges, other Structures and other parts of the Trunk Road infrastructure:
- (xv) over-spanning bridge decks, supports at bridges and other Structures that are unsafe due to failure or are damaged due to any cause and, where possible, enabling such bridges and Structures to remain in service;
- (xvi) removal and disposal of debris arising from landslides and rock falls;
- (xvii) dealing with subsidence;
- (xviii) dealing with Severe Weather events;
- (xix) the provision of Mutual Aid; and
- (xx) providing regular Incident status updates to relevant Operational Partners.
- 17.23 Standard Incident Diversion Routes
- 17.23.1 The Company shall execute the management and implementation of all existing Standard Incident Diversion Routes and related Incident Response Operations.
- 17.23.2 The Company shall ensure that signing on all diversion routes is installed to current standards and is maintained as required throughout the period of the Incident. At the conclusion of the Incident, all such signing shall be immediately removed and returned to storage.
- 17.23.3 Company shall consider the effectiveness of each Standard Incident Diversion Route after each operational use and shall advise the Contracting Authority of any changes or improvements that may be required.
- 17.23.4 The Company shall undertake an annual review a Standard Incident Diversion Route to identify changes or potential improvements. This review must be of suitable rigour to ensure that any changes that may be detrimental to the operation of the route are identified, ensure that the route remains suitable to all classes of vehicle and confirm that

signing remains adequate. This, this may require a driven survey of some or all routes. This review shall be undertaken in full consultation with relevant Operational Partners.

- 17.23.5 Where the Company undertakes a review of any Standard Incident Diversion Route to identify changes or potential improvements, it shall:
 - (i) produce revised documentation in both hard copy and electronic format;
 - (ii) maintain Records of amendments and distribution; and
 - (iii) submit final documentation to the Contracting Authority for approval and distribution via the Traffic Scotland Operator.
- 17.23.6 Records not required to be stored in Integrated Roads Information System shall be retained in accordance with Part 7 of these O&M Works Requirements, including the daily record sheet to be maintained by the Company in a similar format to Appendix P of this Part for the Incident Support Units activities.
- 17.23.7 Where a Standard Incident Diversion Route is unavailable for implementation when required, the Company shall liaise with appropriate Operational Partners to implement a suitable diversion route where available.

INCIDENT SUPPORT UNITS

- 17.24 General
- 17.24.1 Incident Support Units shall provide the Incident Response within the O&M Works Site.
- 17.24.2 The Incident Support Units shall be managed and operated by the Company to provide Incident Response Operations.
- 17.25 Primary and Secondary Functions of the Incident Support Units
- 17.25.1 The primary functions of Incident Support Units are:
 - (i) under Police instruction, making Incidents safe through the application of temporary traffic management;
 - (ii) relieving congestion and removing hazards to safety by clearance of debris from traffic lanes and hard shoulders;
 - (iii) where O&M Roads infrastructure is damaged as a result of an Incident, undertaking immediate repairs in accordance with the requirements of Part 2 to of these O&M Works Requirements;
 - (iv) assessing the scene and securing the attendance of additional or specialist resources where the task is beyond the Incident support team's capabilities;
 - (v) providing a communications link between the Incident site and the Company's Incident Liaison Officer;
 - (vi) reporting abandoned or broken down vehicles to the Company's Incident Liaison Officer:
 - (vii) offering assistance to broken down vehicles including assisting in removing broken down vehicles to safe locations and offering fuel; and
 - (viii) liaising with the Company's Incident Liaison Officer and with Police control rooms and the Traffic Scotland Operator and individual Police officers at Incidents as required.
- 17.25.2 Subject to there being no impact on the provision of the primary functions, the Incident Support Units may undertake secondary functions as part of the O&M Works including:

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

in accordance with the requirements of this Part.

- 17.25.3 When the Company's Incident Support Units are required to attend Incidents outwith the O&M Works Site in order to render assistance to the Police, the Scottish Ministers' Trunk Road North East Management Unit and Trunk Road Incident Support Service patrols, the Incident Support Units shall respond in accordance with the requirements of this Part.
- 17.25.4 The Incident Liaison Officer shall keep Records of all occasions where the Incident Support Units from the Scottish Minister's Trunk Road North East Management Unit respond to Incidents within the O&M Works Site. Such incidents shall not be subject to Performance Deductions.
- 17.25.5 The Incident Liaison Officer shall ensure instances are recorded where Incident Support Units are not able to attend Incidents outwith the O&M Works Site.
- 17.25.6 Where Incident Support Unit patrols are unable to respond to an Incident, both within and outwith the O&M Works Site, the Company shall immediately notify the Contracting Authority of such circumstances.
- 17.26 Resource Requirements, Competence and Training
- 17.26.1 Sufficient, suitably qualified and experienced personnel shall be available at all times to carry out the Incident Support Units' duties.
- 17.26.2 The Incident Support Units' personnel shall possess appropriate qualifications in road maintenance and traffic management.
- 17.26.3 Prior to commencing any Incident Support Unit Operations, the Company shall provide sufficient training for Incident Support Units personnel on its plans and procedures for delivery of the requirements of this Part. Such training shall cover:
 - (i) driver training;
 - (ii) vehicle and equipment checks and vehicle familiarisation:
 - (iii) network familiarisation;
 - (iv) understanding of the all purpose Trunk Road;
 - (v) roles, responsibilities and scope of Incident Support Units service;
 - (vi) roles and responsibilities of relevant Operational Partners including the Traffic Scotland Operator, Emergency Services, Trunk Road Incident Support Service, including legal responsibilities and powers;
 - (vii) Airwave communication;
 - (viii) emergency traffic management;
 - (ix) hazardous materials training;
 - (x) operational response strategies and scenarios;
 - (xi) road traffic collisions training;
 - (xii) carriageway clearance training;

- (xiii) Safety inspections and Safety Patrols;
- (xiv) scene preservation and incident management;
- (xv) broken down and abandoned vehicles vehicle recovery service;
- (xvi) administrative procedures;
- (xvii) preparation of health and safety risk assessments and dynamic risk assessments;
- (xviii) communication skills;
- (xix) first aid;
- (xx) conflict resolution; and
- (xxi) general maintenance Operations and procedures.
- 17.26.4 The scope and provision of such training shall be agreed to in writing by the Contracting Authority prior to the commencement of Operations and shall be in line with the standards agreed by the Contracting Authority.
- 17.26.5 The Incident Support Unit personnel shall participate in joint training exercises with relevant Operational Partners.
- 17.26.6 Incident Support Unit personnel shall carry at all times photographic identification cards provided by the Company. The cards shall display as a minimum full name, company, position and employee number.
- 17.27 Vehicles and Equipment
- 17.27.1 The type of vehicles and the equipment to be provided within them by the Company shall be as stated in the Part 5 of these O&M Works Requirements.
- 17.27.2 Incident Support Unit vehicles shall have a global positioning system that provides the Company's Incident Liaison Officer with a "live" location and identification facility to enable the effective tasking of resources and monitoring of Operations. If requested by the Contracting Authority, the Company shall provide the relevant network operations provider with a live feed to this data and all necessary supporting information to allow this live feed to be integrated into the Traffic Scotland Service systems.
- 17.27.3 Incident Support Unit vehicles shall use the Trunk Road Incident Support Service Type 1 vehicle requirements as detailed in the specification. Any temporary vehicles engaged for the service shall be clearly identified as such by the use of temporary markings complying with the Type 2 vehicle requirements as detailed in the Part 5 of these O&M Works Requirements.
- 17.28 Incident Support Units Plan
- 17.28.1 The Company shall submit to the Contracting Authority an Incident Support Units plan which shall be part of the Incident Response Plan.
- 17.28.2 The Company's procedures and method statements contained within its O&M Works Quality Plan shall cover:
 - (i) traffic management;
 - (ii) traffic delay monitoring and reduction;
 - (iii) assistance in the removal of vehicles and provision of fuel;
 - (iv) repair of Defects; and

- (v) removal of objects and debris.
- 17.28.3 The Incident Support Units plan shall be separate from, but suitably integrated with, the Incident Response Plan and be cross referenced where required with the procedures contained in the Incident Response Plan. The plan shall include the following headings:
 - (i) Company management structure;
 - (ii) communication systems;
 - (iii) Police and Traffic Scotland Operator liaison and key contacts;
 - (iv) schedule of resources and staff rotas:
 - (v) vehicle and equipment log including locations;
 - (vi) resource training and performance appraisal; and
 - (vii) reporting and evaluation.
- 17.28.4 The Company shall continuously review its Incident Support Units plan and at intervals not exceeding three months shall submit the plan to the Contracting Authority for written consent.
- 17.29 Reporting to the Incident Liaison Officer
- 17.29.1 On reaching the scene of an Incident the Incident Support Unit shall report the time of arrival, the nature of Incident and its estimated duration to the Incident Liaison Officer.
- 17.29.2 Once the Incident is cleared, the patrol shall report the time of departure off-task and confirm the nature of the Incident to the Incident Liaison Officer.
- 17.29.3 If the Incident is expected to last more than 30 minutes, the patrol shall provide regular updates to the Incident Liaison Officer. Such information shall be supplied to the relevant Operational Partners within 10 minutes of receipt of information.

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

- 17.30 The following allocation of responsibilities applies to all Incidents involving the spillage or deposit of hazardous or sensitive material:
 - (i) the Emergency Services shall have the primary responsibility for establishing a safe situation at an Incident site involving the deposit of hazardous or sensitive materials:
 - (ii) the Emergency Services shall have primary responsibility for co-ordinating the removal of body parts;
 - (iii) the Emergency Services shall have the primary responsibility for identification of chemicals, noxious substances and other hazardous or sensitive material to ensure the safety of the public and the personnel dealing with the Incident. If the Emergency Services consider the Incident site to be low risk due to the nature, quantity and location of such spillages or deposits, the Company shall undertake the identification and safe removal of any chemicals, noxious substances and other hazardous or sensitive material under the supervision of the Emergency Services, including any body fluids not removed by the Emergency Services;
 - (iv) the Company shall not enter an area containing chemicals, noxious substances, body fluids, body parts and other hazardous or sensitive material until such time

- as the Emergency Services have confirmed that they require assistance and that it is safe to do so:
- (v) the Company shall deploy suitably trained resources to deal with spillages or deposit of chemicals, noxious substances, body fluids or other hazardous or sensitive materials within the O&M Works Site;
- (vi) the Company's Incident Response Resources shall include facilities for the identification, management, removal and disposal of chemicals, noxious substances, body fluids and other hazardous and sensitive material;
- (vii) the Company shall liaise as necessary with the Scottish Environmental Protection Agency to ensure that identification, management, removal and disposal of waste materials is undertaken in accordance with current best practice guidance to minimise risk to the environment; and
- (viii) the Company shall ensure pollution control measures in accordance with Pollution Prevention Guideline 22 issued by the Scottish Environmental Protection Agency are available for use.

PARTICULAR REQUIREMENTS IN RESPECT OF STRUCTURES

- 17.31 General
- 17.31.1 For any Incident affecting Structures outwith the extent of the O&M Works Site the Company shall liaise with and provide support to, relevant Operational Partners.
- 17.31.2 The Company's Incident Response relating to Incidents involving Structures shall, in accordance with the Specification, include:
 - (i) temporary props;
 - (ii) supports;
 - (iii) barriers;
 - (iv) diversion signs;
 - (v) trench crossing units; and
 - (vi) steel plates.
- 17.31.3 The Company shall liaise with the Traffic Scotland Operator and the Contracting Authority as detailed in Appendix O of this Part.
- 17.31.4 The Company shall have access to secondary and back-up Incident Response Resources for temporary bridging, temporary bridge propping, heavy craneage, temporary barriers, demolition, access platforms and diving.
- 17.31.5 Following the provision of initial Incident Response Resources, the Company shall provide secondary and back-up Incident Response Resources in respect of Structures to:
 - (i) assess the safety and stability of a damaged Structure;
 - (ii) assess whether its use or stability is put at risk and if the safety of the public is endangered;
 - (iii) arrange and implement footway and cycleway diversions;
 - (iv) make safe damaged parapets and barriers;
 - (v) clear detached non-structural elements where there is a risk of them falling to the carriageway or navigable watercourse below;

- (vi) install traffic barriers to prevent vehicular access to and across Structures following a Critical or Major Incident that renders the Structure potentially unsafe;
- (vii) make safe electrical supplies to Structures including damaged signs, gantries, high mast lights and other Structures;
- (viii) fence to prevent public access to damaged Structures;
- (ix) fence damaged parapets and walls;
- (x) install temporary barriers to achieve the appropriate containment following damage to parapets and safety fence;
- (xi) provide special access to investigate damaged or unsafe Structures;
- (xii) implement weight or traffic restrictions to certain vehicle types on Structures;
- (xiii) set up signing for short or long term diversion routes; and
- (xiv) alleviate and avert flooding to Structures and take measures to prevent further damage due to scour.
- 17.31.6 The Company shall notify Contracting Authority where Incidents require:
 - (i) Design for remedial measures;
 - (ii) the assessment of damage, its effect on load carrying capacity and the ability to remain in service; or
 - (iii) Design of temporary works for existing Structures.

REPORTING OF INCIDENTS

- 17.32 Critical and major Incidents
- 17.32.1 The names, contact telephone numbers and e-mail details of the Scottish Minister's Traffic Scotland Operator and Contracting Authority staff to be contacted shall be notified to the Company in writing by the Contracting Authority prior to the Restricted Services Commencement Date and shall include outwith Normal Working Hours telephone numbers where applicable.
- 17.32.2 On becoming aware of a Critical or Major Incident, the Incident Liaison Officer shall first take such actions as are necessary to arrange the response to such Incident and then immediately contact the Traffic Scotland Operator and the appropriate Contracting Authority staff as stated in Appendix O of this Part. The Company shall provide sufficient information to enable the Traffic Scotland Operator and Contracting Authority staff to be able to brief the relevant parties and the media with as full an account of events as quickly as possible.
- 17.33 Minor Incidents
- 17.33.1 On becoming aware of a Minor Incident that has the potential to escalate to a Critical Incident, cause significant delay or cause risk to the public or workers, the Company shall notify the relevant Operational Partners as stated in Appendix O of this Part.
- 17.34 Road Traffic Incidents Involving Fatalities
- 17.34.1 In addition to the reporting requirements stated in Appendix O of this Part for Major and Critical Incidents, where an Incident involves fatalities, the Incident Liaison Officer shall immediately notify the staff stated in Appendix Q of this Part, providing brief details of the Incident.

- 17.34.2 Within 24 hours of any fatal Incident, the Company shall submit a detailed report by electronic copy using part 1 of the fatal accident notification form detailed in Appendix Q of this Part to the appropriate Contracting Authority's staff.
- 17.34.3 A joint site observation at the location shall be undertaken by the Company, the Contracting Authority and the Police, within 25 Business Days of the Incident. Within five Business Days of the site visit having been carried out, the Company shall submit a detailed report using part 2 of the fatal accident notification form detailed in Appendix Q of this Part to the Contracting Authority. The report shall include all correspondence relating to the Incident and potential causal factors including the maintenance, historic site data, weather conditions and any other information relevant to the location of the Incident.
- 17.34.4 In the event of a fatal Incident inquiry being held, the Company shall:
 - (i) assist the Contracting Authority;
 - (ii) provide all available information; and
 - (iii) attend the inquiry to be examined on matters of fact.

POST INCIDENT BRIEFING

- 17.35 General
- 17.35.1 No later than 30 days after each Critical or Major Incident, the Company shall:
 - (i) review its Disruption Risk Management Plan and propose improvements to the Contracting Authority;
 - (ii) coordinate debriefing activities with relevant Operational Partners as required;
 - (iii) coordinate debriefing activities with other adjacent companies and DBFOs as required.
- 17.35.2 No later than 25 Business Days after the commencement of each Contract Year, the Company shall submit an annual report reviewing the impact of Incidents within the O&M Works Site for the previous Contract Year.

INCIDENT DATA

- 17.36 General
- 17.36.1 The Incident Liaison Officer shall ensure that all data stated within this Part is collected, maintained and updated at all times.
- 17.36.2 All data and other relevant information collected by the Company in implementing its:
 - (i) Disruption Risk Management Plan;
 - (ii) Incident Response Plan;
 - (iii) Incident Response; and
 - (iv) Incident Support Units plan.

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

17.36.3 Records not required to be stored in the Integrated Road Information System shall be retained, including the daily record sheet to be maintained by the Company in the format provided in Appendix P of this Part for Incident Support Unit activities.

18 Road Safety Audits

- 18.1 General
- 18.1.1 Road safety audits shall be undertaken in accordance with the DMRB and Transport Scotland Interim Amendment 40/11 Road Safety Auditor Certification Compliance with EC.
- 18.1.2 The Company shall organise road safety audits of Schemes for which it shall be carrying out the Design and or supervision of the Operations and Works and the associated temporary traffic management.
- 18.1.3 The Contracting Authority has the right, at his sole discretion, to instruct a third party to undertake the road safety audit, for example where a Company conflict of interest is identified.
- 18.1.4 The requirements of road safety audits shall be managed by the Road Safety Manager.
- 18.1.5 The Company shall maintain and update the Route Safety File which shall contain details of all Stage 1, 2, 3 and 4 road safety audit reports, including audits undertaken by third parties, in relation to that Route.
- 18.2 Road Safety Audits Undertaken by the Company
- 18.2.1 For the purposes of paragraphs 18.2 and 18.3 of this Section, the following are clarifications of definitions given in the DMRB:
 - (i) Design organisation means the designated Design team responsible for the Scheme within the control of the Company,
 - (ii) Project Sponsor means the Company's Representative except where expressly provided otherwise in this Agreement.
- 18.2.2 The words "Project Sponsor" as referred to in paragraphs 2.48 to 2.51 inclusive of HD19/03 of the DMRB and paragraphs 2.2 to 2.3 of Transport Scotland Interim Amendment 40/11 shall be deleted and replaced with "Contracting Authority" for paragraphs 18.2 and 18.3 of this Section.
- 18.2.3 The Company shall submit its nominated personnel for the roles of the audit team members and audit observers to the Contracting Authority for written consent.
- 18.2.4 The Company shall demonstrate the competence of the nominated audit team members by submitting details of their training and experience to the level required by paragraph 2.57 of HD19/03 of the DMRB and Section 3 of Transport Scotland Interim Amendment 40/11, to the Contracting Authority.
- 18.2.5 The Contracting Authority shall satisfy itself that the team has adequate and relevant training, skills and experience for each road safety audit undertaken.
- 18.2.6 The Contracting Authority shall not give consent to any nominated personnel if it considers that they lack the necessary experience and training or if their independence is in doubt. In such cases the Contracting Authority shall instruct the Company to submit alternative nominees for consideration.

- 18.2.7 Once consented to by the Contracting Authority, the nominated individuals may be called upon to take part in road safety audits in the role for which consent has been given.
- 18.3 Scopes and Stages of Road Safety Audits
- 18.3.1 The scopes and stages of road safety audits are stated in HD19/03 of the DMRB.
- 18.3.2 The Company shall ensure that two copies of each road safety audit report, including any attachments, is sent to the Contracting Authority within five Business Days of being undertaken.
- 18.3.3 The Company shall ensure that all issues raised by the audit team are given due consideration by the design organisation.
- 18.3.4 The Company shall submit to the Contracting Authority two copies of an exception report, when required, for any stage of a road safety audit where the design organisation considers the comments provided within the road safety audit report are not viable or applicable within the scope of the project. The Company shall ensure the exception report gives reasons and proposes alternatives in the exception report for the Contracting Authority's approval.
- 18.3.5 The Company shall submit two copies of the audit brief to the Contracting Authority for comment.
- 18.3.6 The requirements for road safety audits on Schemes which meet the criteria for audits referred to in this Part are in addition to any other requirements for road safety audits stated in the DMRB.
- 18.4 Stage 1 Preliminary Design
- 18.4.1 The preliminary Design for a Scheme shall be subjected to a stage 1 road safety audit.
- 18.4.2 The Company shall ensure that the design organisation, in addition to meeting the requirements of the DMRB, submits the following information to the road safety audit team where relevant:
 - (i) 1:1250 or 1:2500 scale general layout drawings showing horizontal and vertical alignment details together with visibility requirements including as a minimum details of:
 - (a) junctions;
 - (b) drainage;
 - (c) Landscaping;
 - (d) accesses;
 - (e) utilities;
 - (f) lay-bys;
 - (g) sign gantries;
 - (h) traffic signals; and
 - (i) street lighting;
 - (ii) 1:500 scale plans of special features and interfaces with existing roads;
 - (iii) standard details and typical cross sections including road restraint systems;
 - (iv) accident data including locations;

- (v) traffic flows including vehicular, pedestrian, cyclist and equestrian movements;
- (vi) details of relaxations and departures from standards as stated and defined in the DMRB.
- 18.4.3 The Company shall ensure that the design organisation has addressed all matters raised in the road safety audit report before progressing to the next stage.
- 18.5 Stage 2 Detailed Design
- 18.5.1 The detailed Design shall be subjected to a stage 2 road safety audit.
- 18.5.2 The Company shall ensure that the design organisation submits to the road safety audit team any information not previously submitted, or information amended from that given at stage 1 and, where applicable, with:
 - (i) 1:500 scale Scheme plans of the road layout showing all junctions including verges and extent of side slopes;
 - (ii) drawings showing:
 - (a) road restraint systems;
 - (b) pedestrian guard rails;
 - (c) bridge parapets;
 - (d) walls;
 - (e) other Structures;
 - (f) signs including location, poles, arrangements and sign fascia;
 - (g) road markings;
 - (h) lighting; and
 - (i) other features;
 - (iii) drawings showing road surface contours, drainage details and carriageway details;
 - (iv) traffic signal and integrated traffic systems details; and
 - (v) copies of the previous road safety audit and exceptions reports.
- 18.5.3 The Company shall ensure that all amendments to the Design required as a result of the stage 2 road safety audit shall be incorporated into the Design of a Scheme before work commences on site.
- 18.6 Stage 3 Completion of Construction
- 18.6.1 The Company shall carry out a Stage 3 Road Safety Audit immediately prior to the Company issuing notice to the Contracting Authority in connection with any relevant Final Construction Certificate.
- 18.6.2 The Stage 3 Road Safety Audit shall be carried out in connection with the full extent of any part of the O&M Works proposed for issue of the relevant Final Construction Certificate.
- 18.6.3 Notwithstanding the other requirements of this Agreement, a Stage 3 Trunk Road Cycle Audit shall be included with the Stage 3 Road Safety Audit as described in Section 18.9.

- 18.6.4 The Company shall give the Contracting Authority at least 14 days' notice in writing when a Scheme, or any part thereof, is ready for a stage 3 road safety audit.
- 18.6.5 Fourteen days prior to the due date of any audit, the Company shall invite representatives of the Contracting Authority, the design organisation, and the Police to attend all stage 3 road safety audits to offer their views. These representatives do not constitute part of the road safety audit team and the responsibility for the production of the road safety audit report shall remain with the audit team leader.
- 18.6.6 The audit team leader shall provide immediate feedback to the representative(s) of the Contracting Authority while on Site in relation to any road safety concerns raised in the stage 3 road safety audit.
- 18.6.7 The Company shall discuss the findings on Site and any previous exception reports with the Contracting Authority prior to any additional work being carried out. This feedback and discussion shall be included the stage 3 road safety audit report.
- 18.6.8 The Company shall ensure that additional work, together with any corrective work, is incorporated into the Scheme.
- 18.7 Stage 4 Monitoring
- 18.7.1 Stage 4 monitoring shall include any Scheme for which construction was completed before the Restricted Services Commencement Date.
- 18.7.2 The stage 4 monitoring report shall include the accident data logged in the Integrated Roads Information System for 12 months and 36 months after the Scheme becomes operational.
- 18.7.3 The Company shall notify the Contracting Authority no later than four weeks before the due date of the 12 month and 36 month stage 4 monitoring reports.
- 18.7.4 The Company shall submit a stage 4 road safety audit report to the Contracting Authority that provides an analysis of accidents as stipulated in the DMRB and provides details of any operational issues arising from the works that were not apparent at the stage 3 road safety audit.
- 18.7.5 Where the Contracting Authority procures a stage 4 road safety audit from a third party, the Company shall, provide information required for the analysis of accidents and descriptions of operational difficulties to the third party.
- 18.7.6 The Company shall discuss the findings of the stage 4 road safety audit report with the Contracting Authority.
- 18.7.7 The Company shall carry out any additional work required as a result of the reports.
- 18.8 Road Safety Audits Carried Out by Others
- 18.8.1 Schemes promoted by others shall be the subject of Road Safety Audits carried out on behalf of the promoters of the schemes and reports shall be submitted to the Company. In such cases the company shall review and comment on any points of concern contained within Road Safety Audit reports prepared and provided by others.
- 18.9 Cycle Audit

- 18.9.1 The Company shall carry out Stage 1, Stage 2 and Stage 3 Trunk Road Cycle Audits in compliance with the requirements of Cycling by Design, published by Transport Scotland in June 2010.
- 18.9.2 For the avoidance of doubt, the Trunk Road Cycle Audit Stage 2 shall be undertaken prior to the construction of any cycle facilities and/or any affected O&M Works.
- 18.9.3 The Trunk Road Cycle Audit Stage 3 shall be integrated with the Road Safety Audit Stage 3 as a supplementary procedure.
- 18.9.4 Trunk Road Cycle Audit Certificates shall be submitted in accordance with the Certification Procedure.
- 18.10 Accident Prevention
- 18.10.1 Notwithstanding the requirements in respect of Road Safety Audits, the Company shall undertake all necessary measures having regard to the Company's responsibilities under this Agreement such that for any given calendar year the average accident rate for the roads in the O&M Works Site measured in terms of accidents per million vehicle kilometres for all severities of injury over the previous three years shall be no worse than the average accident rate for the same classification of injury derived from figures in respect of equivalent classes of roads for the same three years contained within Road Accidents Scotland, a National Statistics publication released annually by the Scottish Government.
- 18.10.2 The Company shall provide to the Contracting Authority in October of each year, lists (referred to as the moving cursor programme) of locations within the O&M Works Site exhibiting three or more personal injury accidents during any three year period, the current threshold criterion.
- 18.10.3 The Company shall take all measures necessary to avoid the Project Roads exhibiting characteristics which cause the threshold criterion to be exceeded. The Company shall within six weeks of the date of issue of the lists provide a report to the Contracting Authority identifying the measures it proposes to undertake to reduce the accident rates at these sites to below the threshold criteria. The report shall include a programme for the implementation of such measures and shall identify any locations which may be considered unsuitable for treatment.
- 18.10.4 Subject to the agreement of the Contracting Authority, the Company shall proceed with the proposed measures at the earliest practical date.

19 Departures

- 19.1 Where the Company proposes to incorporate a Departure within the Design of the O&M Works or for the Operations, the Company shall seek the formal approval in writing of the Overseeing Organisation. For this purpose, the Overseeing Organisation is Transport Scotland, Trunk Road and Bus Operations.
- 19.2 The Company may seek a Departure where it can be shown that the safety of the Users, operational effectiveness and Design Life Expectancy are not compromised and that these O&M Works Requirements shall still be satisfied.
- 19.3 Applications by the Company for a Departure shall be made in accordance with the Certification Procedure.

20 Noise Surveys

- The Company shall carry out noise surveys as detailed in Appendix 1/9 to Part 5 of these O&M Works Requirements in accordance with the Noise Insulation (Scotland) Regulations 1975 and the Memorandum on the Noise Insulation (Scotland) Regulations 1975 Regulations 3 and 6 as published by Her Majesty's Stationery Office. These noise surveys shall relate to traffic noise generated from the Project Roads.
- Year 1 noise surveys shall be carried out within 12 months of the issue of the relevant Permit to Use, as appropriate. Reassessments based on the same month shall be made in the 5th, 10th and 15th year following the original surveys.
- 20.3 The Company shall be responsible for the settlement of any claims for compensation from third parties and provision of noise insulation for third parties required under the Noise Insulation (Scotland) Regulations 1975 as a result of the noise surveys.
- Where any O&M Works are carried out by the Company which shall have an effect on noise it shall carry out noise surveys in accordance with the Noise Insulation (Scotland) Regulations 1975 and the Memorandum on the Noise Insulation (Scotland) Regulations 1975 Regulations 3 and 6 on properties as required by the Contracting Authority.

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

21 Defects and Damage

- Other than as set out in Clause 12.1.4 of the Agreement, the Company shall as part of the O&M Works remedy all defects, including Category 1 Defects and Category 2 Defects, occurring or manifesting themselves in the O&M Works Site at any time within the appropriate timescale identified in paragraphs 1.2.6 and 1.2.7 to Part 2 of these O&M Works Requirements.
- In the event of any damage to or destruction of the O&M Works Site or any part thereof at any time then irrespective of the cause of such damage or destruction the Company shall, as part of the O&M Works, carry out, as soon as possible, such O&M Works as shall be necessary to reinstate the O&M Works Site in accordance with these O&M Works Requirements, as a minimum to its condition immediately prior to the occurrence of such damage or destruction.

22 Shared Electrical Facilities

The Company shall ensure that no shared electrical facilities shall be arranged within the O&M Works Site, unless the Contracting Authority shall have given prior written consent.

23 Planning Applications

- 23.1 Consultation with the Scottish Ministers
- 23.1.1 Planning authorities are required to consult with the Scottish Ministers under Regulation 25 and Schedule 5 paragraph 5 of The Town and Country Planning (Development Management Procedure) (Scotland) Regulations 2008 before granting planning permission for a development.
- 23.1.2 An electronic planning system has been introduced nationally for planning in Scotland with applications being logged via an online portal. Transport Scotland has developed a parallel electronic online system to record, review, respond and monitor all planning applications. This system is the development management function of the Integrated Roads Information System:

- 23.2 Notice to Consider
- 23.2.1 The planning authority is required to give the Scottish Ministers not less than 14 days' notice of its intention to consider and determine the application.
- 23.3 Assistance with Response
- 23.3.1 The Company shall appoint a Planning Application Officer who shall assist the Contracting Authority in supporting the Scottish Ministers in responding to planning authorities on individual planning applications.
- 23.4 System for Processing Planning Applications
- 23.4.1 The Company shall comply with the development management function of the Integrated Roads Information System for processing planning applications described in paragraph 23.4.2.
- 23.4.2 The system for the processing of planning applications shall be as follows:
 - (i) the Company shall use the development management function of the Integrated Roads Information System to complete its responses online within five Business Days of receipt of all documentation relating to the planning application, for the Contracting Authority's consideration,
 - (ii) planning applications, including details and enclosures (such as plans), are uploaded by the planning authority onto the national online planning system on the planning authorities' web pages and an electronic notification is issued to the Contracting Authority and the Company,
 - (iii) the development management function of the Integrated Roads Information System shall prompt the Company to complete its relevant actions in the required timescale in order to assist in the process of responding to the planning application, and
 - (iv) the Company shall inform the Contracting Authority immediately, via email, if the applicant for planning permission has any connection with the Company or any of its members or associates, including:
 - (a) sub-consultants,
 - (b) contractors,
 - (c) sub-contractors, and
 - (d) any parent company or local authority partner of the Company,

which might cause a conflict of interest.

- (v) The Contracting Authority shall inform the Company should it consider it inappropriate for the Company to consider the planning application further. The Contracting Authority shall then appoint others to deal with such applications.
- (vi) The Contracting Authority shall ensure that the planning authority has provided all the information required to allow the planning application to be properly assessed. Should the Company identify that incorrect or insufficient information is provided such that the Company cannot process the application, the Company shall highlight this via the development management function of the Integrated Roads Information System.
- (vii) The development management function of the Integrated Roads Information System shall then generate a request to the planning authority to supply the required information as soon as possible. The development management

function of the Integrated Roads Information System shall also indicate that all the information is not available to the Company. The time for the Company to make the response shall be extended automatically by the development management function of the Integrated Roads Information System until all the required information is available,

- (viii) The development management function of the Integrated Roads Information System shall reference applications geographically in order that they can be displayed on a digital map to which the Contracting Authority and the Performance Audit Group have access at all times.
- (ix) Where historical information is available, the Company shall use this information to advise the Contracting Authority of any previous planning applications in the vicinity of any new planning application. The Company shall take into account any advice relating to historical planning applications that are relevant to the vicinity of the new planning application.
- (x) Where historical information on planning applications is not held by the Company, the Contracting Authority shall arrange for any available information to be passed to the Company as an Electronic Copy and the Company shall upload the information to the development management function of the Integrated Roads Information System,
- (xi) The Company shall inspect the O&M Road in the vicinity of the location relevant to any planning application and consider any potential implications.
- (xii) The Company shall submit an inspection report, via the development management function of the Integrated Roads Information System, to the Contracting Authority which shall include relevant details such as:
 - (a) visibility,
 - (b) traffic flow,
 - (c) accident record, as recorded on the Contracting Authority's accident database.
 - (d) speed limit, and
 - (e) any other relevant considerations.
- (xiii) The Company shall make comments and recommendations on the application to the Contracting Authority, via the development management function of the Integrated Roads Information System, taking into account all the details available from the inspection and records.
- (xiv) The Company's recommendations to the Contracting Authority shall adopt, where appropriate, the standard planning consultation responses referred to in Scottish Executive Circular 4/1998 The Use of Conditions in Planning Permissions.
- (xv) On receipt of the planning application, the Company shall review the Equality Act database and advise the Contracting Authority of any barriers to accessibility in the vicinity of the planning application via the development management function of the Integrated Roads Information System.
- (xvi) The Company shall provide photographs taken in the vicinity of the site of the planning application. The photographs shall be taken in a sufficiently competent manner and be of sufficient scope and quality to assist the Contracting Authority in coming to a recommendation. Particular attention shall be given to the quality of the photographs provided during the winter months when the daylight hours are restricted.

- (xvii) The Company shall upload the photographs in the correct file size and format specified by the development management function of the Integrated Roads Information System.
- 23.4.3 The advice to the planning authority on each planning application shall be issued by the Contacting Authority via the development management function of the Integrated Roads Information System and shall take into account the comments and recommendations of the Company. The advice given by the Contracting Authority to the planning authority shall be available to the Company via the development management function of the Integrated Roads Information System.
- 23.5 Transport Assessments
- 23.5.1 The Company shall notify the Scottish Ministers, via the development management function of the Integrated Roads Information System, within one Business Day of receipt of any planning applications which require a transportation appraisal or assessment, as referred to in the Development Planning and Management Transport Appraisal Guidance published by the Scottish Government.
- 23.5.2 The audit of a transportation appraisal or assessment submitted by the developer shall usually be carried out by the Development Management Branch of the Trunk Road and Bus Operations.
- 23.5.3 The Scottish Ministers shall manage such planning applications but the Company shall be required to complete the necessary responses and comments and take the necessary photographs in accordance with paragraph 23.4.2 of this Part.
- 23.6 Local Planning Public Inquiries and Local Development Plans
- 23.6.1 From time to time applications shall result in Local Planning Public Inquiries being held.
- 23.6.2 The Company shall provide technical assistance to the Scottish Ministers for such enquiries as directed by the Contracting Authority.
- 23.6.3 The Company shall provide technical assistance to the Scottish Ministers regarding consultation on Local Development Plans as directed by the Contracting Authority.
- 23.7 Pre-application Advice
- 23.7.1 Pre-applications shall be registered on the development management function of the Integrated Roads Information System and when prompted to do so by Transport Scotland, the Company shall provide information or advice in relation to such pre-applications.
- 23.7.2 Where the Company is asked to provide information or advice on pre-applications, the Company's response to the applicant shall be recorded on the development management function of the Integrated Roads Information System. Where site measurements or checks are required in response to a pre-application, the Contracting Authority shall notify the Company via the Planning Application and Notification System and the Company shall record the relevant measurement or check information.
- 23.7.3 At no time shall the Company confirm that a proposal is acceptable to an applicant or its agent, although it may acknowledge the suitability or otherwise of any technical standards. Its response to the applicant shall be referred back to Transport Scotland via the development management function of the Integrated Roads Information System to be qualified as appropriate.
- 23.8 Works within the O&M Works Site

- 23.8.1 The Scottish Ministers' advice on the development management function of the Integrated Roads Information System allows:
 - (i) for the inclusion of advice that any planning consent does not carry with it the right to carry out works within the O&M Works Site; and
 - (ii) that the applicant shall consult the Company on terms and conditions under roads legislation that require to be agreed between the developer and the Scottish Ministers before approval shall be given to undertake works within O&M Road boundary.
- 23.8.2 Where a developer requires to:
 - (i) execute works in; or
 - (ii) make excavations under, the O&M Works Site whether or not planning consent is required;

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

- 23.8.3 The Company shall ensure that before it gives consent to a developer to carry out works within the O&M Works Site, plans and proposals for the works have been submitted to the Company in sufficient detail for the Company to satisfy itself that that there shall be compliance with all terms and conditions relating to the design, construction and temporary traffic management of the works and legislative requirements of the Equality Act 2010 have been complied with to allow it to authorise such works.
- 23.8.4 The Company shall also be responsible for undertaking whatever supervision shall be necessary to ensure:
 - (i) that the works shall not cause unnecessary inconvenience to all categories of road User including, but not limited to:
 - (a) motorists; and
 - (b) non-motorised Users.
 - (ii) that the work undertaken meets the required standards of design, construction and temporary traffic management.
- 23.8.5 The Company shall update the network referencing when appropriate in accordance with the requirements of Section 15 of this Part.
- 23.8.6 The Company's duties, responsibilities and powers, as referred to in this Section 23.8 are contained in the relevant sections of the Roads (Scotland) Act 1984 and are statutory functions delegated to the Company under this Agreement.
- 23.8.7 The Company shall advise the Contracting Authority in writing in the event of the failure by a developer to comply with the terms and conditions of any such advice notwithstanding that the Company has taken all reasonable steps to ensure that the developer complies with his obligations.
- 23.9 Minute of Agreement
- 23.9.1 For certain planning applications a developer may be required to enter into a minute or letter of agreement with the Scottish Ministers which specifies conditions relating to approvals and consents for work to be carried out by a developer on the O&M Works Site and adoption of the completed works.

- 23.9.2 The Company shall assist the Scottish Ministers in drawing up and administering such minutes or letters of agreement including, but not limited, to:
 - (i) providing technical and programming advice on proposals; and
 - (ii) and site supervision of any works on the O&M Works Site;
 - (iii) as directed by the Contracting Authority.

24 Delegation of Statutory Functions

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

25 Customer Contact Service

- 25.1 Traffic Customer Care Line Contact
- 25.1.1 To complement information provided by the Traffic Scotland Service, Transport Scotland provides its customers with timely and accurate travel information relating to Scotland's strategic trunk road network through the Traffic Customer Care Line, a dedicated 24 hour phone service, which is delivered currently through a call centre. The Contracting Authority shall provide details of the current Traffic Customer Care Line Operator to the Company and shall notify the Company of any changes as necessary thereafter.
- 25.1.2 The Traffic Customer Care Line shall serve as a single point of contact for customers with enquiries relating to the Restricted Services Roads and from the issuing of a Permit to Use, the relevant O&M Roads.
- 25.1.3 The Contracting Authority shall notify the Company in writing of any changes made to the Traffic Customer Care Line Operator role or telephone number during the Contract Period.
- 25.1.4 The Company shall liaise regularly with the Traffic Customer Care Line Operator prior to the Restricted Services Commencement Date including attending at least one meeting prior to the Restricted Services Commencement Date. Following the Restricted Services Commencement Date, the Company shall meet the Traffic Customer Care Line Operator and the Contracting Authority at least once per Contract Year to provide feedback and improve the coordination arrangements between the Company and the Traffic Customer Care Line Operator in delivering the customer contact service.
- 25.1.5 The Company, as part of the liaison process referred to in paragraph 25.1.4, shall provide the Traffic Customer Care Line Operator with a list of Restricted Services Roads and O&M Roads and the relevant dates from which the Traffic Customer Care Line services shall be undertaken on those roads to meet the requirements of paragraph 25.1.2.
- 25.2 Traffic Customer Care Line Contact Requirements
- 25.2.1 The Company shall provide all necessary resources including competent, trained and experienced staff during both Normal Working Hours and outwith Normal Working Hours to deliver the requirements relating to the Traffic Customer Care Line service as defined within this Part.
- 25.2.2 The Company shall immediately notify the Traffic Customer Care Line Operator in writing of cover arrangements during periods of staff absence due to holidays, sickness and the like.

- 25.2.3 The Company shall provide the Traffic Customer Care Line Operator with a dedicated, 24 hours a day, manned telephone number and an e-mail address throughout the Contract Period for all communications including the transfer of calls received by the Traffic Customer Care Line Operator requiring a response by the Company and those identified by the Traffic Customer Care Line Operator as emergency calls in accordance with paragraph 25.7.1 (ii) and Appendix H/1 of this Part.
- 25.2.4 The Company shall provide the Traffic Customer Care Line Operator with this contact information no later than 30 days prior to the Restricted Services Commencement Date. The Company shall notify the Traffic Customer Care Line Operator immediately of any alteration to the contact information provided.
- 25.3 Customer Enquiries Submitted by the Traffic Customer Care Line Operator
- 25.3.1 The Traffic Customer Care Line service shall be responsible for receiving and transferring to the Company, telephone calls relating to the Restricted Services Roads and O&M Roads.
- 25.3.2 The Traffic Customer Care Line Operator shall notify the Company of such information by submitting customer enquiries via email, common internet access or telephone calls. Appendix H/2 of this Part details the information that shall be supplied within any such customer enquiry by the Traffic Customer Care Line Operator to the Company.
- 25.3.3 The Company shall respond in accordance with the timescales prescribed in paragraphs 25.4.1 and 25.5.1.
- 25.3.4 The Company shall, as a minimum, have within its O&M Works Quality Plan documented procedures for dealing with all types of customer enquiries classified and submitted by the Traffic Customer Care Line Operator. These procedures shall ensure that all customer enquiries identified as emergencies by the Traffic Customer Care Line Operator are responded to immediately.
- 25.3.5 When the Company determines that other Operational Partners may be affected by Traffic Customer Care Line customer enquiries, the Company shall immediately notify, liaise and coordinate its response with the appropriate Operational Partners as required.
- 25.4 Responses to Customer Enquiries
- 25.4.1 Where responses to customer enquiries are provided to the Traffic Customer Care Line Operator by the Company, such responses shall be provided in accordance with the timescales detailed in below and contain, as a minimum, the information specified in Appendix H/3 of this Part.

Work Request Type	Response Time to Customer Enquiries received after 06:00 Monday up to 19:00 Friday		Response Time to Customer Enquiries received after 19:00 Friday up to 06:00 Monday	
	Maximum response time		Maximum Response time	
	After 06:00 up to 19:00	After 19:00 up to 06:00		
Emergency	1 hour	2 hours	Emergency	2 hours
Enquiry	24 hours	24 hours	Enquiry	No later than 07:00 the following Tuesday
Complaint	24 hours	24 hours	Complaint	No later than 07:00 the

Work Request Type	Response Time to Customer Enquiries received after 06:00 Monday up to 19:00 Friday		Response Time to Customer Enquiries received after 19:00 Friday up to 06:00 Monday	
				following Tuesday
Routine	48 hours	48 hours	Routine	No later than 07:00 the following Wednesday

- 25.4.2 Responses shall be provided via email, common internet access or telephone call as appropriate, using one of the following classifications as defined in Appendix H/3 of this Part:
 - (i) "Received", or
 - (ii) "WIP (work in progress)", or
 - (iii) "Closed".
- 25.4.3 The Company shall also provide any additional information it deems relevant to the status of the customer enquiry.
- 25.5 Customer Call-backs
- 25.5.1 The Company shall provide customers requiring call-backs with updates in accordance with the timescales detailed below using the method of communication preferred by the customer.

Customer Enquiry Type	Frequency of call-back
Emergency	Within an hour of first notification and then hourly until the emergency is resolved.
Enquiry	(i) within 24 hours of first notification to acknowledge the enquiry, (ii) to confirm the required information has been found and (iii) notification of formal response.
Complaint	(i) within 24 hours of first notification to acknowledge the complaint, (ii) to confirm resolution of complaint and (iii) notification of formal response.
Routine	(i) within 48 hours of first notification to acknowledge the enquiry, (ii) to confirm the required information has been found and (iii) notification of formal response.

- 25.6 Clarification of Customer Enquiries
- 25.6.1 The Company shall review all customer enquiries to ensure the information provided by the Traffic Customer Care Line Operator is clear and accurate.
- 25.6.2 If the Company considers the information contained within a customer enquiry is incomplete or incorrect, or it cannot identify accurately the affected sections of the Restricted Services Roads or the O&M Roads, it shall contact the Traffic Customer Care Line Operator via email or telephone call to request the relevant additional or corrected information and an updated customer enquiry within one hour of identifying the need for such information.

- 25.6.3 The Traffic Customer Care Line Operator shall make the required additions or corrections and reissue the customer enquiry.
- 25.6.4 Where the Company considers a customer enquiry to be either incomplete or incorrect, the response time requirements detailed in paragraphs 25.4.1 and 25.5.1 shall only apply once an updated customer enquiry is received by the Company.
- 25.6.5 Where a customer enquiry submitted to the Company relates to another company's network, the Company shall forward the enquiry to that company and inform the Traffic Customer Care Line Operator of the error immediately via email.
- 25.7 Customer Enquiry Classifications and Call Types used by the Traffic Customer Care Line Operator
- 25.7.1 The Traffic Customer Care Line Operator shall classify each customer enquiry submitted to the Company as either "complaint", "emergency", "enquiry" or "routine":
 - (i) "complaint" relates to customer enquiries identifying customer dissatisfaction regarding the service provided by the Company;
 - (ii) "emergency" relates to customer enquiries where an immediate response by the Company is required to prevent potential danger to the public or disruption to the operational effectiveness of the Restricted Services Roads or the O&M Roads. Details of typical Incidents that might be classified as emergencies by the Traffic Customer Care Line Operator are provided in Appendix H/1 of this Part;
 - (iii) "enquiry" relates to customer enquiries requiring the Company to respond regarding aspects of the maintenance of the Restricted Services Roads or the O&M Roads. A request for a response to the customer shall also be passed to the Company; and
 - (iv) "routine" relates to routine maintenance or non-emergency customer enquiries or scenarios that do not pose a danger to the public or do not have the potential to disrupt the operational effectiveness of Restricted Services Roads or the O&M Roads.
- 25.7.2 The Company shall respond appropriately to the issues identified in each customer enquiry or call type in accordance with the relevant requirements elsewhere in this Part. In the event of a conflict between the classification of a customer enquiry or call type used by the Traffic Customer Care Line Operator and a classification given elsewhere in these O&M Requirements, the classification given elsewhere in these O&M Requirements shall take precedence. In the event of any conflict, the Company shall notify the Traffic Customer Care Line Operator accordingly and confirm what action it intends to take.
- 25.7.3 The customer enquiry classification categories shall be further categorised by the Traffic Customer Care Line Operator, using one or more of the following call types:
 - (i) defect report where the customers reports a defect with any aspect of the Restricted Services Roads or O&M Roads;
 - (ii) third party damage where the customer reports damage to property sustained as a result of the condition of the Restricted Services Roads or O&M Roads or the activities of the Company. Where the customer requests a claim form, the Traffic Customer Care Line shall collect appropriate details in accordance with Appendix H/4 of this Part and transfer such request to the Company;
 - (iii) roadworks enquiry where the customer enquires about any aspect of current or planned roadworks on the Restricted Services Roads or O&M Roads;

- (iv) road conditions enquiry where the customer enquires about the status of road conditions on the Restricted Services Roads or O&M Roads;
- (v) Severe Weather enquiries where the customer requires Severe Weather related road condition information; and
- (vi) repeat calls where the customer has previously made an enquiry. Such calls shall be passed to the Company in the form of an update to the original work request.
- 25.8 Fault Reporting
- 25.8.1 Any system failure of the Traffic Customer Care Line which leads to customer enquiries not being sent to the Company results in an automatic notification being sent to the Traffic Customer Care Line faults mailbox. The Company shall be given access to this mailbox.
- 25.8.2 In the event of planned or short-term loss of the Traffic Customer Care Line system, calls shall be diverted to the Company's nominated contact who shall collate and transfer call details and pass them to the Traffic Customer Care Line Operator.
- 25.9 Calls from the Public received directly by the Company
- 25.9.1 The Company's customer contact telephone system shall make callers aware of the Traffic Customer Care Line service and give them the option of being automatically redirected to that service on matters dealt with by the Traffic Customer Care Line or speaking directly to a Company customer contact operator on other matters.
- 25.9.2 The Company's customer contact operators shall maintain an up-to-date register of Company staff and their responsibilities so that callers may be transferred to responsible staff when appropriate.
- 25.9.3 Should a Company customer contact operator become aware that an enquiry is being made by the media the call shall be transferred to the Media and Communications Officer.
- 25.9.4 The Company's customer contact operators shall be trained by the Company to identify any misdirected calls intended for Operational Partners. Such misdirected calls shall be dealt with by the customer contact operator who shall immediately e-mail the details of the call to the appropriate Operational Partner. The Company shall retain copies of such e-mails for a minimum of 12 weeks.
- 25.9.5 Should the caller wish to deal directly with the Operational Partner then the customer contact operator shall transfer the call directly to the Operational Partner.
- 25.10 Branding Requirements
- 25.10.1 The Company shall erect signs of the type shown at Appendix H/5 at key locations adjacent to the Restricted Services Roads prior to the Restricted Services Commencement Date and within 5 Business Days of the issuing of a Permit to Use, on the relevant O&M Roads. The signs on the Restricted Services Roads shall be removed on or immediately prior to the relevant Detrunking Date.
- 25.10.2 No later than 30 days prior to the Restricted Services Commencement Date, the Company shall submit details of the logo which it proposes to utilise on these signs to the Contracting Authority for written consent. On receipt of the Contracting Authority's written consent, the Company shall manufacture suitable plates containing the logo and attach one to each sign in the area provided for the Company name, prior to erection of the sign. If written consent is received after a sign has been erected the plate shall be attached within 7 days of the date of receipt of the written consent.

- 25.10.3 The Company shall produce an information leaflet which shall include details describing the O&M Roads, the services provided by the Company and appropriate telephone contact numbers for the Company and the Traffic Customer Care Line.
- 25.10.4 The draft leaflet shall be submitted for the written consent of the Contracting Authority not later than 30 days prior to the Full Services Commencement Date. On receipt of the Contracting Authority's written consent, and not later than the Full Services Commencement Date, the Company shall produce and distribute one copy of the leaflet per property to all properties having direct access on to the O&M Roads. The Company shall also contact:
 - (i) outlets within the O&M Works Site including filling stations, refreshment places and post offices, and
 - (ii) Statutory Authorities' establishments including local authority offices, libraries and police stations.

to establish if they are willing to display stocks of the leaflet and how many copies of the leaflets are required.

- 25.10.5 The Company shall provide further copies of the leaflet on request.
- 25.11 Project Specific Website Requirements
- 25.11.1 The Company shall submit their proposed Project-specific website no later than 30 days before the Full Services Commencement Date to the Contracting Authority for approval.
- 25.11.2 Following approval the Company shall create and launch a fully operational projectspecific website no later than 30 days after Full Services Commencement Date.
- 25.11.3 As a minimum, the Company shall utilise its project-specific website for the following issues, however, this is not meant to duplicate the Traffic Scotland website:
 - (i) demonstrate added value to a more local audience by providing timely, accurate and reliable information on issues being faced by the Company, to allow informed decisions to be made on travel arrangements. Such information shall include how, where and when the normal operation of the O&M Roads has been affected and how it shall impact on Users;
 - (ii) highlight in a transparent manner what the Company is doing to proactively manage and monitor the O&M Roads; and
 - (iii) provide greater detail on roadworks, closures, Incidents and special events occurring on the O&M Roads than the information published on the Traffic Scotland Service website. Such information shall include dates and timings of such events similar to that logged within the Automated Diary Facility.
- 25.11.4 The Company shall manage and keep the project-specific website up to date on a daily basis throughout the Contract Period and shall:
 - (i) supply the Contracting Authority with monthly reports on usage figures on all pages contained within the project-specific website, and
 - (ii) remove or amend content or structure if requested by the Contracting Authority.
- 25.12 Social Media
- 25.12.1 The Company shall use social media for improved communications with customers. Proposals to use social media shall be submitted to the Contracting Authority for written consent.

- When the Contracting Authority gives written consent for the use of social media, the Company shall:
 - (i) ensure information provided through social media is accurate and kept up to date at all times;
 - (ii) moderate third party comments when possible; and
 - (iii) remove any information provided through social media if instructed to do so by the Contracting Authority.
- 25.12.3 When posting information or otherwise administering content of social media the Company shall comply with Appendix H/6 of this Part.

26 Correspondence Enquiries and Complaints

- 26.1 Communications Strategy
- 26.1.1 The Company shall develop a comprehensive communications strategy in the form of an annual AWPR /BT Project communications plan for publicising and promoting to customers and stakeholders its role in delivery of services under this Agreement.
- 26.2 Communications Planning
- 26.2.1 No later than 25 Business Days prior to the Restricted Services Commencement Date, the Company shall develop and submit for the Contracting Authority's consent a Project specific communications plan for the first Contract Year. In developing the communications plan, the Company shall identify key groups of customers and stakeholders with whom it needs to communicate such as Transport Scotland, the Traffic Scotland Operator, local, regional and national media, Operational Partners, local and community councils and Members of the Scottish Parliament. This plan shall, as a minimum, include proposals for:
 - (i) proactive management of a wide range of both incoming and outgoing communications including dealing with positive and adverse publicity and disseminating information efficiently and effectively;
 - (ii) managing proactive and reactive media opportunities, including those relating to sensitive issues that may attract media attention,
 - (iii) meeting current standards for digital communications, including how these shall be resourced to ensure they are updated on a regular, on-going basis throughout the Contract Period:
 - (iv) managing the relationship with the Contracting Authority and Press Transport Scotland including:
 - (a) a process for deciding whether publicity should be handled directly by the Company or through Press Transport Scotland;
 - (b) a process for keeping Press Transport Scotland informed about all relevant issues:
 - (c) a process for deciding whether to use Transport Scotland or Company branding on publicity;
 - (d) providing customers and stakeholders with opportunities to discuss their needs and give feedback on the communications plan;
 - (e) responding to customer and stakeholder feedback;
 - (f) publicising and promoting its annual Winter Service Plan;

- (g) developing and agreeing appropriate strategies for different levels of communication in relation to Schemes according to their importance, complexity and potential impact on the reliability of journey times; and
- (h) regular monitoring and reporting to the Contracting Authority on the effectiveness of the plan, including suggestions for improvements.
- 26.2.2 No later than 25 Business Days prior to the commencement of the second Contract Year and all subsequent Contract Years, the Company shall review the current communications plan and develop and submit an updated plan to the Contracting Authority for its consent.
- 26.2.3 Press Transport Scotland shall provide advice to the Company regarding the text for all newsletters and other publicity materials and communications. The Company shall agree the nature and extent of any external advertising with the Contracting Authority.
- 26.2.4 The Company shall produce a quarterly e-newsletter for issue to customers, community groups and relevant stakeholders. The Company shall propose an initial list of recipients for this newsletter for the consent of the Contracting Authority. The Company shall thereafter maintain the list of recipients and keep it up to date throughout the Contract Period.
- 26.3 Media Relations
- 26.3.1 The Company shall appoint suitably experienced personnel to deliver the Media and Communications Officer role and manage the communications plan.
- 26.3.2 The Media and Communications Officer shall ensure that Press Transport Scotland is given the opportunity to comment on proposed media statements prior to their release in accordance with the media enquiries procedure detailed in Appendix I/2 of this Part.
- 26.3.3 The Media and Communications Officer shall provide Press Transport Scotland, and Operational Partners where appropriate, with sufficient information to enable advance notice to be given for all Schemes, road closures, diversions and the like which are likely to affect the reliability of journey times. The Media and Communications Officer shall agree in advance the extent of any related publicity or advertising with Press Transport Scotland and the Contracting Authority.
- 26.3.4 The Media and Communications Officer shall attend quarterly review meetings, on dates to be notified by the Contracting Authority, with Press Transport Scotland and the Contracting Authority to review the effectiveness of the communications plan and agree any improvements or amendments for the following quarter.
- 26.3.5 The Media and Communications Officer shall attend biannual meetings on dates to be notified by the Contracting Authority, with the trunk road operating companies' media and communications officers, Press Transport Scotland and the Contracting Authority to review the effectiveness of communications plans and strategies and agree any improvements, new or revised objectives for the following six months.
- 26.4 Website and Digital Communications
- 26.4.1 The Company shall comply with the requirements of paragraph 25.11 in relation to its project-specific website and the use of social networking websites.
- 26.5 Ministerial, Chief Executive and General Correspondence

- All information referred to in this Section 26 which is to be submitted to the Contracting Authority shall be submitted by e-mail. All requests from the Contracting Authority to the Company for draft responses, briefings and other information shall be sent by e-mail.
- 26.5.2 The Company shall provide to the Contracting Authority, on request, draft responses and briefing material to general, Transport Scotland Chief Executive and Ministerial correspondence which has been received by the Scottish Ministers or Transport Scotland, in respect of any matter requiring input relevant to the Company or this Contract. This shall be in a format prescribed by the Contracting Authority.
- 26.5.3 The Company shall provide the draft response required in paragraph 26.5.2 of this Part to the Contracting Authority within five Business Days of receipt of the request to provide such responses.
- 26.5.4 If the Company anticipates that a draft response cannot be provided within five Business Days of receipt, it shall notify the Contracting Authority and agree a date for the provision of the full response with the Contracting Authority.
- 26.5.5 The Company shall appoint a Correspondence Officer.
- 26.5.6 The Contracting Authority shall provide the Company with draft standard text for use in the direct replies or in the draft responses to be provided under this Part.
- 26.6 Parliamentary Questions
- The Company shall provide to the Contracting Authority, on request, a briefing note related to the topics raised in written or oral Parliamentary questions from Members of the Scottish Parliament and provide a draft reply in editable electronic form to allow the Contracting Authority to develop a suitable response for the Minister to issue. For written questions, the information shall be provided to the Contracting Authority within three Business Days. For oral questions, the information shall be provided to the Contracting Authority within two Business Days.
- 26.7 The Equality Act 2010
- 26.7.1 When the Company receives a request for a briefing note in relation to:
 - (i) written or oral Parliamentary questions from Members of the Scottish Parliament; or
 - (ii) direct correspondence
 - which relates to barriers to accessibility as defined by the Equality Act 2010, the Company shall check whether the issue is registered within the routine maintenance and management function of the Integrated Roads Information System.
- 26.7.2 When the issue is not registered, the Company shall notify the Contracting Authority and the Contracting Authority shall discuss and agree with the Company whether it should be registered.
- 26.8 Direct Responses from the Company
- 26.8.1 The Company shall respond directly to correspondence, enquiries and complaints received from any source excluding those made directly to the Company by Members of the Scottish Parliament, Members of the United Kingdom Parliament, Members of the European Parliament and local councillors.

- 26.8.2 When correspondence, enquiries and complaints are received from Members of the Scottish Parliament, Members of the United Kingdom Parliament, Members of the European Parliament and local councillors, the Company shall:
 - (i) respond directly by acknowledging the correspondence, enquiries and complaints within five Business Days of receipt;
 - (ii) forward a copy of the correspondence, enquiries and complaints received to the Contracting Authority within one Business Day of receipt; and
 - (iii) provide within five Business Days of receipt, a briefing note related to the topic raised and a draft letter of reply in editable electronic form to allow the Contracting Authority to develop a suitable response for the Minister to issue, in accordance with the requirements of paragraph 26.2.1 above.
- 26.8.3 In respect of correspondence, enquiries and complaints received directly by the Company regarding matters of Transport Scotland and Scottish Government policy, Transport Scotland or Scottish Government funding or matters where there is a possibility of political sensitivity, the Company shall refer the correspondence or communication to the Contracting Authority within one Business Day of receipt and notify the originator accordingly.
- 26.8.4 The Contracting Authority shall clarify in writing whether the Company or the Contracting Authority shall respond to any issues referred to in the previous paragraph which are raised by the Company.
- 26.9 Media Enquiries
- All enquiries to the Company from television companies, radio stations and the press shall be dealt with by the Media and Communications Officer.
- 26.9.2 The Media and Communications Officer shall operate in accordance with the media enquiries procedure stated in Appendix I of this Part.
- 26.9.3 The Company shall maintain an electronic register of media enquiry forms, as provided in Appendix I/2 of this Part, at its main office for the Operations. The register shall be available for inspection at all times by the Contracting Authority.
- 26.9.4 No later than 30 days prior to the Full Services Commencement Date, the Company shall submit its proposed arrangements for dealing with media enquiries received between 08:00 hours and 17:00 hours on each Business Day, and any received outside these hours, to the Contracting Authority for written consent.
- 26.10 Communications Register
- 26.10.1 The Company shall maintain an electronic register of all communications it receives and the replies thereto relating to the O&M Works Site or to this Agreement. The information recorded in the register in respect of each communication received from the Contracting Authority, or any other source, shall include:
 - (i) date of receipt of the communication and whether it is verbal or written;
 - (ii) details of the communication, including whether it is related to the Equality Act 2010:
 - (iii) whether the communication requires a response;
 - (iv) date of issue of written information to the Contracting Authority with the reference number and transmittal method;

- (v) date of issue and a copy of the Contracting Authority's signed reply to the originator;
- (vi) date of issue and a copy of any direct reply from the Company to the originator;
- (vii) any follow up actions to be taken by either the Company or the Contracting Authority;
- (viii) details of any commitments made;
- (ix) date by which a commitment is to be completed; and
- (x) date on which a commitment was completed.
- 26.11 Monthly and Annual Summaries to be Maintained
- 26.11.1 The communications register shall be capable of producing summarised reports for each calendar month and for each Contract Year which shall be available for inspection by the Contracting Authority. The communications register shall contain the following information:
 - (i) number of communications received from the Contracting Authority;
 - (ii) number of communications received from all other sources:
 - (iii) number of communications requiring a response;
 - (iv) number of communications responded to within and outwith the five Business Days limit referred to in paragraph 26.5.3;
 - (v) number of communications acknowledged within and outwith the five Business Days limit referred to in paragraph 26.9.2 (i);
 - (vi) number of communications forwarded to the Contracting Authority within and outwith the one Business Day limit referred to in paragraph 26.9.2 (ii);
 - (vii) number of briefing notes and draft letters of reply prepared for, and provided to, the Contracting Authority within and outwith the five Business Day limit referred to in paragraph 26.9.2 (iii);
 - (viii) average response time in days for all communications;
 - (ix) number of commitments completed within the due date; and
 - (x) number of commitments not completed within the due date.
- 26.11.2 The Company shall produce a monthly summary for the preceding month, by the fifteenth day of each month, throughout the Contract Period.
- 26.11.3 The Company shall produce an annual summary by 15 April each year, covering the preceding Contract Year, throughout the Contract Period.

27 Maintenance Management Plan

- 27.1 General
- 27.1.1 The Company shall produce and maintain a Maintenance Management Plan that shall contain the requirements of this Section 27.
- 27.1.2 The Maintenance Management Plan shall form a controlled item of the Quality Plan and shall form part of the O&M Manual.
- 27.1.3 The Maintenance Management Plan shall describe how the Company shall meet these O&M Works Requirements in respect of maintenance and management of the O&M Works Site.

- 27.1.4 Not later than 30 days before the end of each Contract Year the Company shall update the Maintenance Management Plan and submit it to the Contracting Authority.
- 27.1.5 The Maintenance Management Plan as at the Restricted Services Commencement Date shall be incorporated in Schedule 3 of this Agreement.
- 27.2 Asset Management Strategy
- 27.2.1 The Company shall prepare, maintain, update and implement an asset management strategy which shall at a minimum meet the requirements in this Section 27.2 and at all times be consistent with and enable the Company to comply with these O&M Works Requirements.
- 27.2.2 The Maintenance Management Plan shall contain the Company's asset management strategy.
- 27.2.3 The Company's asset management strategy shall contain:
 - (i) the Company's short, medium and long term strategies, objectives and plans for the following in relation to each asset element type forming the O&M Works Site:
 - (a) maintenance, renewal and management of assets;
 - (b) identification and verification of defects; and
 - (c) achievement of the Handback Requirements;
 - (ii) the specification of the computer or other technology systems that the Company shall use for asset management of the O&M Works Site, including any role played by the Integrated Roads Information System.
- 27.3 Maintenance Forward Plan
- 27.3.1 The Company shall prepare, maintain, update and implement a plan for the maintenance, renewal and management of the O&M Works Site (the maintenance forward plan) meeting the requirements of this Section 27.3.
- 27.3.2 The Maintenance Management Plan shall contain the maintenance forward plan.
- 27.3.3 The maintenance forward plan shall:
 - (i) cover a period of 30 years on a rolling basis, including, after the first Contract Year, periods beyond the Expiry Date;
 - (ii) incorporate the annual maintenance plan requirements referred in Section 27.4;
 - (iii) be consistent with and demonstrate the Company's compliance with the O&M Works Requirements, including the asset management strategy as referred in Section 27.2;
 - (iv) enable the Company to achieve and demonstrate the Company's progress towards achievement of the Handback Requirements;
 - (v) contain an overview:
 - (a) explaining how the Company intends to comply with the asset management strategy referred in Section 27.2 and the O&M Works Requirements, including the Handback Requirements;
 - (b) setting out a plan for addressing and managing any deficiencies identified from any condition inspections, surveys or assessments carried out; and

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

27.4 Annual Maintenance Plan

- 27.4.1 That part of the maintenance forward plan relating to the first and second Contract Years covered by the plan (the annual maintenance plan) shall contain the Company's:
 - (i) plans and programmes in detail for the maintenance, renewal and management of the O&M Works Site in the relevant Contract Years for each asset element type, each type of maintenance, each CHART section for pavements and each bridge Structure:
 - (ii) estimated costs of each maintenance or renewal intervention; and
 - (iii) estimated costs of any consequent payment deductions.
- 27.4.2 After the first Contract Year has commenced the annual maintenance plan shall contain the requirements of paragraph 27.4.1 of this Part 1 in relation to two subsequent Contract Years.

28 Signing

- 28.1 General
- 28.1.1 To ensure a consistent national approach the authorisation of all signs requested or installed by others on the O&M Works Site shall be the responsibility of the Contracting Authority with the exception of the responsibilities of the Company as referred to in this Section 28.
- 28.1.2 The Company shall provide advice and recommendations to the Contracting Authority on the suitability or otherwise of all signing proposals which shall have been:
 - (i) submitted directly to the Company; or
 - (ii) referred to the Company by the Contracting Authority.
 - (iii) Such advice and recommendations shall be provided to the Contracting Authority within 14 days of the Company's receipt of any such proposals.
- 28.1.3 The Company shall keep an electronic register of all sign proposals and applications received and shall categorise the entries in the register as related to:
 - (i) tourist signposting;

- (ii) temporary traffic signs to special events; or
- (iii) truckstop signposting.

For each proposal and application the electronic register shall contain, as a minimum, the following information for each entry:

- (i) the applicant and owner;
- (ii) the location of the signs;
- (iii) the decision to consent or reject the application;
- (iv) the terms of the agreement; and
- (v) all relevant dates.

subject to the fulfilment of the obligations referred to in this Section 28. The records shall be cross-referenced to the register entry.

- 28.1.4 No later than 20 Business Days before the Full Services Commencement Date, the Company shall add to the electronic register all incomplete proposals and applications received from the outgoing Trunk Road maintenance company. The Company shall progress any incomplete proposals and applications in accordance with the requirements of this Part as if the proposal had been made directly to the Company.
- 28.1.5 The Company shall ensure that the Contracting Authority shall have direct remote access at all times to all electronic registers and records referred to in this Section 28. Each entry in each register shall be geographically referenced such that the records can be identified from a digital map.
- 28.1.6 The Company shall designate an officer to deal with each application in the register and with all correspondence associated with each application.
- 28.1.7 The Company shall comply with the particular requirements of Appendix K.
- 28.1.8 For the purpose of this Part, references to "VisitScotland" shall mean Scotland's national tourist board or its successor organisation.

29 Roadside Electrical Assets and Power Supplies

- 29.1 General
- 29.1.1 This Part gives information relating to the roadside electrical assets which includes electrical equipment, lighting, luminaires and associated control apparatus, power supplies, associated infrastructure, structures and other supporting arrangements to be managed and maintained by the Company, either as a whole or in joint responsibility with others. For Trunk Roads, Clause 29.1.3 of this Part, together with LDS8023 A.6 EMG Electrical Maintenance Guidelines for Roadside Electrical Assets, Lighting and Power Supplies provide the scope of the roadside electrical assets to be managed and maintained.
- 29.1.2 Associated infrastructure includes as a minimum power supply cabinets, distribution enclosures, protection devices, cabling, associated ducting and chambers.
- 29.1.3 The roadside electrical assets to be managed and maintained by the Company include but may not be limited to:

- (i) Road lighting, flood lighting, underpass lighting, architectural lighting, power supply arrangements for festive lighting, road side services lighting, bus shelter lighting and maintenance lighting within Structures;
- (ii) Illuminated traffic signs;
- (iii) Illuminated bollards;
- (iv) Power supply and downstream distribution network cabinets for roadside electrical assets:
- (v) Power, communication and signal cabling;
- (vi) Electrically operated apparatus for maintenance access to Structures;
- (vii) Electrical ancillary drainage items;
- (viii) Moveable bridge equipment;
- (ix) Inclement weather signs and snow gates;
- (x) Marine and air navigation lights;
- (xi) Marine navigation aids;
- (xii) Wildlife counters;
- (xiii) Cathodic protection equipment;
- (xiv) Power supply arrangements to roadside electrical assets for third party use;
- (xv) Weather stations, road sensors, weather station CCTV cameras, and other weather station sensors forming part of the apparatus for weather monitoring;
- (xvi) Vehicle activated signs;
- (xvii) Gantry mounted illuminated signs without Traffic Scotland Equipment;
- (xviii) Traffic signals;
- (xix) Electrical installations within and related to the administration and control buildings associated with Structures;
- (xx) Where fitted, any control and or communications devices relating to or forming part of a lighting central management system as typically mounted on roadside illuminated assets or within associated enclosures; and
- (xxi) Any other roadside electrical assets.
- 29.1.4 In addition to the assets listed in paragraph 29.1.3, for Trunk Roads Transport Scotland's roadside electrical assets include Traffic Scotland Equipment complete with electrical, electronic and communications systems. These assets are maintained under the Traffic Scotland Operations and Infrastructure contract and include but may not be limited to:
 - (i) Gantry mounted illuminated signs with Traffic Scotland Equipment,
 - (ii) Hazard warning signals,
 - (iii) Variable message signs,
 - (iv) Closed circuit television,
 - (v) Automatic number plate recognition cameras,
 - (vi) Emergency telephones,
 - (vii) Matrix signals,
 - (viii) Detector loops and road sensors for vehicle detection,

- (ix) Communications cabinets, and
- (x) Any other roadside infrastructure associated with the providsion of the Traffic Scotland Service.
- 29.1.5 Roadside electrical assets associated with items in paragraph 29.1.3 of this Part shall be managed and maintained in accordance with Schedule 4 Part 2.
- 29.1.6 Certain aspects of the management and maintenance of the roadside electrical assets associated with items in paragraph 29.1.4 of this Part shall be undertaken by the Company in accordance with Schedule 4 Part 2.
- 29.2 Roadside Electrical Assets Inventory
- 29.2.1 The Inventory, Energy Inventory and Lighting Management Function of the Integrated Roads Information System.
- 29.2.1.1 The Integrated Roads Information System made available for the Company will include a facility to access the following:
 - (i) an inventory of the roadside electrical assets listed in Clause 29.1.3. using attributes as described in the Transport Scotland Trunk Road Inventory Manual,
 - (ii) an energy inventory which is a sub-set of the inventory as described in Clause 29.2.1.1 (i). This subset has attributes that relate to the energy consumption aspects of the inventory these attributes are listed in Clause 29.3.2 of this Part, and
 - (iii) a lighting management function which forms an integral part of the routine maintenance and management function of the Integrated Roads Information System.
- 29.2.1.2 The Company shall comply with requirements of the Transport Scotland Trunk Road Inventory Manual.
- 29.2.1.3 The Company shall provide such assistance as required by Transport Scotland in order to develop the lighting management function for the maintenance and management or roadside electreical assets within Integrated Roads Information System.
- 29.2.2 Updating and Maintenance of Inventory and Lighting Management Function of the Integrated Roads Information System
- 29.2.2.1 The Company shall maintain an accurate inventory of roadside electrical assets. This shall include the energy consumption aspects of the inventory and information relating to the lighting management function of the Integrated Roads Information System.
- 29.2.2.2 The Company shall provide its collected information in a format agreed with Transport Scotland.
- 29.2.2.3 During the 13 weeks after the Restricted Services Commencement Date, the Company shall review the inventory provided and update as necessary to meet the requirements of the Integrated Roads Information System and Transport Scotland.
- 29.2.2.4 Following the review and update referred to in Clause 29.2.2.3 of this Part, the Company shall continuously appraise and produce an updated inventory and update the lighting management function of the Integrated Roads Information System. An energy inventory shall be submitted to Transport Scotland on a monthly basis. The Company shall notify Transport Scotland of any differences found during these updates.
- 29.2.2.5 The Company shall ensure that the inventory of roadside electrical assets is updated with all newly installed additional, decommissioned, modified and replaced roadside electrical

- assets on the O&M Roads. Any such updates shall be introduced into the inventory within seven Business Days after the introduction of the change.
- 29.2.2.6 The Company shall, within seven Business Days of notification, amend the existing inventory or supply an updated inventory in the event of any anomalies, inaccuracies or recommendations identified by Transport Scotland or the meter administrator.
- 29.3 Attributes for Energy Inventory
- 29.3.1 The Company shall ensure that the electrical energy inventory of unmetered electrical supply equipment shall be maintained to comply with the requirements of the 'Balancing and Settlement Code of Practice (BSCP) 520' issued by ELEXON.
- 29.3.2 For O&M Road un-metered roadside electrical apparatus, the Company shall populate the inventory with the following attributes:
 - (i) National Street Gazetteer road reference, Trunk Road number or other agreed unique road reference;
 - (ii) name of town or the district;
 - (iii) name of the road;
 - (iv) Ordnance Survey grid reference;
 - (v) unit type, model and control gear type;
 - (vi) identity code shown on unit;
 - (vii) BSCP520 charge code;
 - (viii) rated wattage;
 - (ix) circuit wattage;
 - (x) burning hours per annum;
 - (xi) number of items of this charge code at this location;
 - (xii) switching regime with appropriate BSCP520 code;
 - (xiii) number of photo electric control units or time switches on the item;
 - (xiv) control charge code with appropriate BSCP520 code for the control device;
 - (xv) exit point Y if yes, N if no, U if unknown;
 - (xvi) annual energy usage in kWh;
 - (xvii) ILCS lantern communication module reference (LCM); and
 - (xviii) ILCS lantern group communications module (LGCM).
- 29.3.3 Traffic Scotland Equipment is maintained and operated by others on behalf of the Scottish Ministers. The Company shall collect the necessary information and update the Integrated Roads Information System inventory as outlined in Section 29.2 of this Part. This information is not required for the energy inventory or lighting management function of the Integrated Roads Information System.
- 29.4 Arrangement and Reporting of the Energy Inventory
- 29.4.1 The Company shall prepare and submit an energy inventory report as required by the Transport Scotland. The bulk of energy to operate roadside electrical assets is purchased through an unmetered arrangement with the distribution network operators in Scotland. Transport Scotland procures energy on a half-hourly basis and is required to submit monthly updates to the distribution network operators. The Company shall prepare and

- submit the energy inventory report by the 21st day of each calendar month, or the first Business Day after the 21st day of each calendar month, to Transport SCcotland.
- 29.4.2 The items of roadside electrical assets in the report shall be grouped by route and shall be listed by starting at the beginning of a route and moving sequentially to the end. Any significant groups of items such as lighting through a built-up area shall be sub-groups of the route.
- 29.4.3 The report shall include the information itemised in Section 29.4.3 of this Part within which shall be identified clearly and separately the energy consumption per annum for unmetered supplies, in accordance with the requirements of Balancing and Settlement Code of Practice (BSCP) 520 issued by ELEXON, for each sub-group within any pre-numbered section of O&M Road, each O&M Road, each item code within any pre-numbered section of O&M Road and each item code each O&M Road.
- 29.5 Intelligent Lighting Control System (ILCS)
- 29.5.1 The Company shall provide Transport Scotland with remote read only access on a continuous basis to the Company's ILCS, to enable and maintain a Scotland wide live monitoring capability of illuminated assets on the Scottish Trunk Road Network.
- 29.5.2 The Company shall consult and comply during the Contract Period with Transport Scotland regarding any procurement, replacement and refurbishment of ILCS equipment ensuring continuing compatibility with any ILCS operating outside of the scheme extents, and to continue to align with the adjacent authorities operating protocols, practices, policies and future aspirations.
- 29.5.3 Transport Scotland shall make traffic flow data available to allow the Company to develop the variable lighting operational regimes and lighting level profiles. Should the Company consider additional or alternative traffic flow data is required the collection method and application of such collected data shall be agreed with Transport Scotland and the Contracting Authority.
- 29.5.4 The Company shall consult and comply with Transport Scotland for the implementation of Transport Scotland's ILCS Operational Strategy at the Full Service Commencement Date. This shall include the consideration of traffic flow data detailed in clause 29.5.3 of this part, and agree, develop and embed the variable lighting operational regimes and lighting level profiles to be applied through the ILCS. Such variable lighting shall be operational no later than 14 weeks after the Full Service Commencement Date.
- 29.5.5 Transport Scotland is in a process of developing a remote dynamic lighting control system (RDLCS) based upon the Transport Scotland's real-time measured traffic flow. The Company shall assist Transport Scotland in the implementation of RDLCS. Transport Scotland's ILCS Policy provides an outline of RDLCS.
- 29.5.6 The Company shall evaluate and incorporate the emerging best practice and efficient operation of illuminated assets on the O&M Roads through ILCS during the Contract Period. Such efficiencies are expected to arise from revisions in relevant regulations and standards including Transport Scotland's ILCS Operational Strategy.
- 29.6 The Company shall consult and comply with Transport Scotland, and take cognisance of the obligations for the effective and efficient operation of the illuminated assets on the Trunk Road network taking account of carbon footprint reduction targets in Scotland and Transport Scotland's CRC-EES Act 2010 obligations i.e. Carbon Reduction Commitment Energy Efficiency Act. Electrical Supplies to Roadside Electrical Assets

- 29.6.1 The Company shall manage and ensure safe operation of all electrical supplies to roadside electrical assets. This shall include the following:
 - (i) reporting to the appropriate distribution network operator any loss of supply, managing any consequences arising and ensuring restoration of supply,
 - (ii) undertaking any Defect repair of the downstream distribution network,
 - (iii) all required inspections, testing, and maintenance of downstream distribution network is in accordance with of Schedule 4 Part 2.
 - (iv) notifying any third party of loss of supply to its assets supplied from the Trunk Road distribution network.
 - (v) record all power supply defects and failures, and
 - (vi) record in a suitable tabulated form the distribution network operator supply system type and the measured value of the distribution network operator's external earth fault loop impedance ie Ze, in ohms, at the point of interface between the distribution network operator and the roadside electrical assets. Both of these parameters shall be those entered in the current applicable British Standard 7671 Certificate for each point of interface. This requirement applies to all distribution network operator supplies that energise roadside electrical assets whether directly or as part of a shared supply installation. The resulting table shall be submitted along with the energy inventory report, as required by Transport Scotland.
- 29.7 Payment of Electrical Energy Charges
- 29.7.1 The Company shall be responsible for payment of any electrical energy charges in relation to its own facilities, construction plant and equipment, long term and temporary office accommodation and compounds. The Contracting Authority shall make their own arrangements for the direct payment of electrical energy charges for all other electrical energy supplies within the O&M Works Site for the Contract Period.
- 29.7.2 The Company shall provide such assistance as the Contracting Authority may require in resolving any matter relating to the roadside electrical assets inventory necessary to enable the Transport Scotland to obtain the un-metered supply certificate.
- 29.7.3 The Company shall obtain electricity meter readings for metered supplies to roadside electrical apparatus, within the O&M Works Site, on a monthly basis and shall provide the information to the Contracting Authority in the format and detail agreed.

30 Third Party Claims

- 30.1 General Requirements
- 30.1.1 The Company shall undertake the activities specified in this Part in respect of:
 - (i) all claims for damages associated with the O&M Works Site made by third parties against the Contracting Authority, and
 - (ii) Damage to Crown Property, including claims by the Contracting Authority against third parties.
- 30.1.2 If a claimant submits a claim to Transport Scotland, the Contracting Authority shall acknowledge receipt in writing to the claimant and forward a copy of the claim to the Company for action.

- 30.1.3 Where a third party claim arises from work undertaken within the O&M Works Site by any other organisation appointed by the Contracting Authority, the Company shall forward the claim to the organisation within two Business Days and shall advise the claimant in writing within five Business Days of receipt of the claim that it has been passed to the organisation.
- 30.1.4 The Company shall put in place appropriate procedures for dealing with third party claims. Such procedures shall include completion of the following forms at Appendix L, when relevant:
 - (i) Third Party Claims Notification (TPCN) forms, including the:
 - (a) CRU Section, for compliance with the Social Security (Recoupment) Regulations 1990 and Social Security Act 1989 in relation to claims for compensation in relation to personal injury; and
 - (b) a CRU 1 Form.

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

- 30.1.5 When dealing directly with the claimant or the claimant's agent, the Company shall ensure that all letters and other correspondence sent at the time of the initial intimation of claim or preliminary information gathering process are in accordance with the proforma letter. No indication shall be given in any correspondence relating to the claim that it is subject to any jurisdiction other than that of the Scottish courts, unless it is the subject of legal proceedings raised in a court outwith the jurisdiction of the Scottish courts.
- 30.1.6 The Company shall maintain electronic registers and records of all third party claims in accordance with Sections 1.2 and 2 to Part 7 to these O&M Works Requirements. Such records and electronic registers shall include the completed forms described in paragraph 30.1.1, along with Company records of the data and other information required of the following report forms at Appendix L:
 - (i) all Third Party Claims Company Report (TPCCR) forms and associated spreadsheets, letters, explanatory notes, details relating to compliance with legislation on claims for compensation for personal injury;
 - (ii) all Damage to Contracting Authority Property Company Reports (DCPCR and DCPCRR) forms and related cost estimates and expenditure and cost recovery records:
 - (iii) associated spreadsheets;
 - (iv) letters;
 - (v) explanatory notes; and
 - (vi) completed Department for Work and Pensions Notification of Claim for Compensation (CRU1) forms.
- 30.1.7 The Contracting Authority shall have access at all times to electronic registers and records relating to damage to Contracting Authority Property as defined in Clause 51.1.2 of the Agreement.
- 30.1.8 The Company shall provide such information as the Contracting Authority may request in relation to claims within 5 Business Days of the date of the request.
- 30.1.9 In cases where the Company has to provide additional data in response to third party queries, this data shall be supplied within 5 Business Days of request.

- 30.2 Third Party Claims where the Contracting Authority are indemnified in accordance with Clause 51 of the Agreement.
- 30.2.1 The Company shall deal directly with the claimant and shall be responsible for all matters in relation to such claims.
- 30.2.2 The Company shall process all third party claims in a courteous, fair and timely manner.
- 30.2.3 The Company shall put in place a process for dealing with appeals by a claimant.
- 30.2.4 If a claimant submits such a claim to the Contracting Authority it shall acknowledge receipt in writing and forward a copy to the Company for action.
- 30.3 Third Party Claims where the Contracting Authority is not indemnified in accordance with Clause 51 of the Agreement.
- 30.3.1 The Company shall notify the Contracting Authority in writing within 5 Business Days of receipt of such a third party claim.
- 30.3.2 Should the Contracting Authority decide that the Contracting Authority is indemnified in respect of any claim; the Contracting Authority shall notify the Company in writing of its decision and such claim shall be dealt with by the Company in accordance with the provisions of Section 30.2 of this Part.
- 30.3.3 Should the Contracting Authority decide that the Contracting Authority is not indemnified in respect of any claim; the Contracting Authority shall notify the Company in writing of his decision. Within five Business Days of receipt of such notification, the Company shall supply the Contracting Authority with all information related to each incident giving rise to a claim where the Contracting Authority is not indemnified, including:
 - (i) the completed Third Party Claims Notice Form; and
 - (ii) a completed Third Party Claims Company Report Form in the format shown in Appendix L of this Part.
- 30.3.4 The Company shall not make any admission of liability on its own behalf or on behalf of the Contracting Authority in respect of any matters pertaining to such third party claims.
- 30.3.5 The Company shall supply the Contracting Authority at the time of notification of the claim under paragraph 30.3.1 with all information related to each incident giving rise to a claim. The information supplied shall include:
 - (i) The completed forms TPCN and TPCCR;
 - (ii) details of the previous six months Safety Inspections; and
 - (iii) gritting records for the location of each incident.
- 30.4 Third Party Claims in respect of Personal Injury
- 30.4.1 In the event of a third party claim for personal injury, the Company shall notify the Department for Work and Pensions Compensation Recovery Unit within 14 days of receipt of the claim, using the Department's form CRU1 which is available on the Department for Work and Pensions website.
- 30.5 Claims for Damages where the incident occurred prior to the Restricted Services Commencement Date.
- 30.5.1 The Company shall liaise with the North East Management Unit and Transport Scotland to establish a list of damage to Crown Property within the O&M Works Site that shall have

- occurred on or after the Effective Date or shall have been outstanding on the Effective Date and the list of cases being pursued against third parties.
- 30.5.2 The Company shall when requested in writing provide assistance to the Contracting Authority with any other claims against persons that caused damage in incidents occurring prior to the Restricted Services Commencement Date.
- 30.5.3 The Company shall deal in accordance with the requirements of this Part with all third party claims arising from incidents that occur before the Expiry Date. Such claims shall continue to be the responsibility of the Company after the Expiry Date.
- 30.6 Handover Arrangements
- 30.6.1 The Company shall pass details of registers and records of all claims notified to the Company within 20 Business Days of the earlier of the Expiry Date or the Termination Date and details of all other claims which shall still be outstanding at that time, to the successor organisation and to the Contracting Authority no later than 10 Business Days after the earlier of the Expiry Date or the Termination Date.

31 Network Operations Services

- 31.1 General
- 31.1.1 Network Operations is a branch of Transport Scotland which is responsible, on behalf of the Scottish Ministers, for the provision of a number of national traffic, travel information, on-road, and public transport customer support services, all of which are aimed at improving the operational efficiency and journey time reliability of the Trunk Road network. These Network Operations services include the Traffic Scotland Service, the Traffic Customer Care Line and Transport Scotland's Traffic Database service. The point of contact for all Traffic Scotland matters is the Traffic Scotland Manager unless advised otherwise by the Contracting Authority.
- 31.1.2 The Company shall undertake obligations that are required to support the delivery of the Traffic Scotland Service, the Traffic Customer Care Line and the Scottish Road Traffic Database service.
- 31.2 The Traffic Scotland Service
- 31.2.1 The Traffic Scotland Service provides Transport Scotland and its customers, the media, the Scottish Ministers and the Scottish Ministers' resilience staff with accurate and timely real time information relating to conditions, Incidents and events prevailing across the Trunk Road network in Scotland on a 24 hours a day, seven days a week basis. The Traffic Scotland Service Provider is responsible for the delivery of the Traffic Scotland Service, of which the operations element is carried out from the Traffic Scotland National Control Centre at South Queensferry. Further to this the Traffic Scotland Service Provider is responsible for delivery of the Customer Contact Service as detailed in Schedule 4 Part 1 Section 25.
- 31.2.2 Network Operations, through the Traffic Scotland Service, also provide a traffic data service and collects traffic parameter data at the fixed location traffic counting sites within the Scottish trunk road network. Network Operations shall integrate the Company's Traffic Data into this element of the Traffic Scotland Service and the Company shall provide electronic transfer of the Company's Traffic Data, in a data format agreed by the Traffic Scotland Service Provider, so that the Company's Traffic Data is available to the Traffic Scotland Service within seven days of the Company collecting the Company's Traffic Data.

- 31.2.3 The names, addresses and contact numbers of the Traffic Scotland Service Provider shall be as referred to in Appendix R/1 of this Part or as otherwise notified to the Company in writing by the Contracting Authority. The Contracting Authority shall notify the Company in writing of any changes made to the Traffic Scotland Service Provider roles.
- The Traffic Scotland Service Provider will operate the Traffic Scotland Active Maintained Equipment within the O&M Works Site to support the delivery of the Traffic Scotland Service. The Traffic Scotland Manager shall retain the right to use, at any time, the Traffic Scotland Equipment to provide driver information and control services with the aim of ensuring safe and effective operation of the trunk road network including the O&M Roads and to maximise the use of any existing capacity within the strategic road network.
- 31.2.5 No later than 25 Business Days prior to the Restricted Services Commencement Date, the Contracting Authority shall issue to the Company in electronic format, an up-to-date Traffic Scotland Active Maintained Equipment inventory of all Traffic Scotland Active Maintained Equipment located on the Project Roads. From that date the Company shall provide inventory updates to the Traffic Scotland Service Provider so that the Traffic Scotland Active Maintained Equipment inventory is never more than seven days out of date.
- 31.2.6 The Company shall undertake liaison and coordination with the Traffic Scotland Service Provider regarding planned and unplanned roadworks and Incidents occurring on the Project Roads. The Company shall take a proactive approach in liaison and coordination with the Traffic Scotland Service Provider regarding planned and unplanned roadworks, events and Incidents that have adverse effects on the journey time reliability of the O&M Roads.
- 31.2.7 The Company shall not interfere with any Traffic Scotland Active Maintained Equipment inspected, but shall ensure that any faults or damage identified on the Traffic Scotland Active Maintained Equipment during the course of the Company's Detailed Inspections shall be reported to the Traffic Scotland Service Provider.
- 31.2.8 The Company shall hold a record of Traffic Scotland Passive Maintained Equipment in IRIS. The Company shall maintain Traffic Scotland Passive Maintained Equipment record drawings showing the installation location, origin and destination of communication cable runs, electrical supply and associated power cables to equipment and cabinets and all other information required. These records shall be amended by the Company within 14 days of any change to the installations and copied to the Contracting Authority in addition to the Company updating the Traffic Scotland Service health and safety file as required to comply with the CDM Regulations.
- 31.2.9 The Company shall liaise with the Contracting Authority in regards to any modifications or alterations in the vicinity of Traffic Scotland Maintained Equipment such as to allow the Contracting Authority to modify or alter the Traffic Scotland Maintained Equipment installation as required to maintain a consistent Traffic Scotland Service.
- 31.2.10 Maintenance of Traffic Scotland equipment shall be in accordance with Section 6 of part 2 of these O&M Requirements.
- 31.3 Consultation, Liaison, Notification and Coordination Requirements Relating to Network Operations Services
- 31.3.1 The Company shall consult, liaise, notify and coordinate with the Traffic Scotland Manager and the Traffic Scotland Service Providers as detailed in this Schedule 4.
- 31.3.2 Where an O&M Road is not operating within its normal operational conditions, which shall include situations where delays exceed the limits defined in Appendix R/3 of this Part or

an Incident has occurred, the Company shall continually share its knowledge of the current operational conditions on the O&M Roads with the Traffic Scotland Service Provider to enable the Traffic Scotland Service Provider to provide accurate traffic situation and incident information to customer as described in Part 1 and Part 2 of Schedule 4..

- 31.3.3 The Company shall attend at least one meeting with the Traffic Scotland Manager and the Traffic Scotland Service Providers prior to the Restricted Services Commencement Date. Thereafter the Company shall meet at least six monthly with the Traffic Scotland Manager and Traffic Scotland Service Provider, or additionally as requested by the Traffic Scotland Manager, to provide feedback, learning and improvements that will assist in achieving Traffic Scotland Service's specific objectives and to coordinate future activities on the O&M Roads and the adjoining road network.
- 31.3.4 It is essential that the existing Traffic Scotland communications system remains at full operational capacity at all times during the duration of the Agreement. The Company shall ensure that all Operations are planned so Traffic Scotland Maintained Equipment is always maintained in a full operational state unless planned downtime is agreed, at a minimum of three months advance notification of the planned downtime, with the Traffic Scotland Manager and the Traffic Scotland Service Provider. The Company shall be aware that the main longitudinal cables in the O&M Roads are likely to be part of the national carrier network in addition to its function of carrying local data from signals, telephones and the like, and any damage to such longitudinal cables is likely to result in significant downgrading of the Traffic Scotland Service.
- 31.3.5 The Company shall liaise and coordinate regularly with all Traffic Scotland Service Providers to minimise the impact of its Operations on the Network Operations Equipment and journey time reliability of the Trunk Road network. The Company shall facilitate Traffic Scotland Service Providers' access to its planned maintenance schedules so that Traffic Scotland Service Providers can plan works to coordinate with planned Company maintenance activities.
- 31.3.6 The Company shall ensure that all suitable precautions are taken to prevent damage to Traffic Scotland Maintained Equipment during Operations. Where the Company causes damage; suspects that it or its subcontractors may have caused damage, or becomes aware of any external activities that may have caused damage to Traffic Scotland Maintained Equipment, it shall immediately inform the appropriate Traffic Scotland Service Provider by telephone, providing an indication of what damage has occurred. The Company shall subsequently complete the form provided at Appendix R/7 of this Part and submit it to the Traffic Scotland Service Provider via e-mail and by copy to the Contracting Authority, within 24 hours of the damage being caused or identified. The Company shall note the further requirements of section 31.18 of this Part in respect of damage.
- 31.3.7 The Company or Traffic Scotland Service Provider, as directed by the Traffic Scotland Manager, shall undertake repair of the damage at the earliest possible time.
- 31.3.8 The Company shall comply with the Traffic Scotland Manager's details for the repair, replacement, renewal or discontinuance of any fixed location traffic counting site so affected.
- 31.4 Appointment of Journey Time Reliability Coordinator
- 31.4.1 The Company shall appoint suitably qualified personnel to deliver the Journey Time Reliability Coordinator role, in accordance with the requirements of section 6.5 of Part 2 of this Schedule 4.

- 31.5 Journey Time Reliability Coordinator's Main Duties
- 31.5.1 The Journey Time Reliability Coordinator shall be responsible for supporting the Incident Liaison Officer in the delivery of the coordination, liaison and management requirements of the Company specified within this Schedule 4, to ensure that the journey time reliability of the O&M Roads is maintained at its optimum level.
- 31.5.2 The Journey Time Reliability Coordinator shall be proactive in gathering relevant information and continuously monitoring the Automated Diary Facility, the Scottish Road Works Register, the Traffic Scotland Service website, operational partners and other relevant systems to ensure complete knowledge of all roadworks, events and Incidents occurring or planned to occur on or near the O&M Works Site.
- 31.5.3 The Journey Time Reliability Coordinator shall be the first point of contact within the Company's organisation for all roadworks undertaken by the Company and events occurring on or near the O&M Works Site during Normal Working Hours and outwith Normal Working Hours. The Journey Time Reliability Coordinator shall be contactable on dedicated landline and mobile phone numbers.
- 31.5.4 The Journey Time Reliability Coordinator shall be based within whichever offices the Company deems are most suitable to fulfil the requirements of the role and shall undertake periodic site visits to assess the implementation and impact of roadworks and events. Such visits shall be used to assess how improvements in journey time reliability can be improved when similar roadworks and events take place in the future.
- 31.5.5 The Journey Time Reliability Coordinator shall:
 - (i) liaise and communicate with the Traffic Scotland Service Provider, Traffic Scotland Manager and relevant Operational Partners and shall:
 - (a) disseminatef accurate and timely information to assist in the effective delivery and coordination of their roadworks and events throughout the O&M Works Site:
 - (b) ensure representation by Company personnel at all liaison meetings with the Operational Partners:
 - (c) ensure representation by the Company at seminars or working groups related to improving the methods by which Trunk Road management and maintenance activities shall be carried out, when required by the Contracting Authority;
 - (d) ensure that the minutes of all liaison meetings called by the Company are prepared and copies issued to the Contracting Authority and relevant Operational Partners, within five Business Days of the meeting taking place; and
 - (e) ensure that the issues arising from the liaison meetings are managed in accordance with the requirements of the Agreement and that any actions required from the Company are completed within the agreed or required timescales
 - (ii) provide a monthly report to the Contracting Authority no later than the fifteenth day of each calendar month throughout the Contract Period detailing:
 - (a) liaison meetings held;
 - (b) issues arising from such liaison meetings;
 - (c) actions taken or to be taken arising from such liaison meetings;

- (d) action plans agreed between the Company and the Contracting Authority or Operational Partner; and
- the impacts of the Company's activities on the journey time reliability of the O&M Roads with recommendations for proposed improvements;
- (iii) prepare and submit reports annually to the Contracting Authority, detailing the impacts of all the Company's activities on the journey time reliability of the O&M Roads including any proposed improvements and mitigation measures;
- (iv) take ownership and management responsibility for the Automated Diary Facility ensuring that it is fully functional and kept updated at all times;
- (v) include the Temporary Traffic Regulation Order number associated with Roadworks in the Automated Diary Facility.
- (vi) coordinate, monitor and control all roadworks or events to minimise road closures, potential impacts and conflicts and maximising the capacity of the O&M Roads, using the Automated Diary Facility and Scottish Roadworks Register where necessary;
- (vii) disseminate accurate and timely information to Operational Partners via the Automated Diary Facility, emails, regular meetings and telephone calls to assist in the effective coordination of their activities;
- (viii) implement escalation procedures for roadworks and events which exceed allowable delay thresholds;
- (ix) liaise with the Incident Liaison Officer and relevant Operational Partners in dealing with Incidents occurring during roadworks including coordination of the activation and implementation of Standard Incident Diversion Routes and managing the cancellation of roadworks if such cancellation shall improve the capacity of the O&M Roads when an Incident is taking place;
- (x) utilise and manage support personnel on specific tasks relating to the planning and implementation of roadworks or events including ensuring such personnel are provided with adequate communications equipment, coordinating, mobilising, deploying and supervising Traffic Management arrangements and evaluating their impacts;
- (xi) notify the Contracting Authority promptly in writing of operational conflicts that may impact on the journey time reliability of the O&M Roads and adjoining road network and coordinating the implementation of any corrective action consented to by the Contracting Authority with the Traffic Scotland Service Provider;
- (xii) coordinate the programming, planning and installation of traffic management and traffic control equipment in relation to the roadworks undertaken by the Company to ensure the safety of Company operational staff and Users;
- (xiii) maintain a record of all traffic management installations, including mobile Lane closures on the O&M Roads for each day of each Annual Period on a central database maintained by the Company and ensuring that all updates are completed by 09.30 hours on the following Business Day; and
- (xiv) management and dissemination of information required by the Company and others for the preparation of Temporary Traffic Regulation Orders for roadworks and special events in accordance with the Specification.
- 31.6 The Automated Diary Facility
- 31.6.1 The Traffic Scotland Service Provider requires complete knowledge of:

- (i) all planned and unplanned site Operations, works, traffic management, Lane closures and Lane occupations, which for the purposes of this Part only shall be called 'roadworks', whether such roadworks are to be undertaken by the Company, Works Contractor, Undertaker, authorised contractor or others; and
- (ii) all events expected to attract a minimum of 3,000 attendees, including concerts, sporting events and seasonal events which are likely to generate significant traffic.
- 31.6.2 The Journey Time Reliability Coordinator shall use Transport Scotland's Automated Diary Facility for providing information to the Traffic Scotland Service Provider when:
 - (i) the Company proposes to undertake any Operations; or
 - (ii) the Company becomes aware of authorised contractors, Undertakers or others proposing to carry out any works.
- 31.6.3 The Journey Time Reliability Coordinator shall be responsible for ensuring that all information held in the Automated Diary Facility is accurate, complete and up to date at all times to enable the Traffic Scotland Service Provider to deliver reliable information to customers.
- 31.6.4 The Journey Time Reliabitlity Coordinator shall monitor both the Automated Diary Facility and Scottish Road Works Register to determine if there are any other roadworks scheduled or in progress by any Undertaker, authorised contractor or others that may impact on the implementation of any proposed roadworks. Where other roadworks are identified as having such a potential impact, the Journey Time Reliability Coordinator shall coordinate these roadworks to minimise potential impacts or mitigate against conflicts with the proposed implementation programme.
- 31.7 Access to the Automated Diary Facility
- 31.7.1 No later than 25 Business Days prior to the Restricted Services Commencement Date, the Company shall provide and maintain at its main office for the Operations an internet capable PC and associated broadband internet connection for access to the Automated Diary Facility.
- 31.7.2 Prior to ordering this PC and internet connection, the Company shall contact the Traffic Scotland Service Provider to confirm the exact requirements.
- 31.8 Information to be Logged on the Automated Diary Facility
- 31.8.1 The Journey Time Reliabitlity Coordinator shall ensure that details of all roadworks undertaken on the Restricted Services Roads and the O&M Roads are logged onto the Automated Diary Facility and kept updated at all times. Appendix R/8 sets out the details required in respect of such roadworks. Each roadworks item logged shall be allocated a unique referencing number which shall be quoted by the Company in all communications with the Traffic Scotland Service Providerr and within its own organisation and by its subcontractors.
- The information supplied by the Company via the Automated Diary Facility shall allow the Traffic Scotland Service Provider to create messages on the Traffic Scotland variable message signs, informing road users of potential delays and of alternative routes where applicable without requiring to ask for additional information from the Company. The Traffic Scotland Service Provider shall also provide this information to the media and road users via the Traffic Scotland website (www.trafficscotland.org).

- 31.8.3 The Traffic Scotland Service website shall serve as the single, reliable source for information on all events. The Journey Time Reliability Coordinator shall ensure that the Traffic Scotland Service website is monitored on a daily basis to obtain information on forthcoming events that need to be incorporated into the planning of Operations.
- 31.8.4 The Journey Time Reliability Coordinator shall ensure that details of events expected to attract fewer than 3,000 attendees, but deemed by the Company to have potential to cause significant delays, are logged on the Automated Diary Facility and kept updated at all times.
- 31.8.5 The Journey Time Reliability Coordinator shall use the Network Access Form at Appendix R/2 of this Part to request road works information from authorised contractors, Undertakers and others with a right to work within the O&M Works Site, to ensure accurate and consistent information is utilised to meet the obligations of this Schedule 4. This information shall then be logged on the roadworks diary of Transport Scotland's Automated Diary Facility for each roadworks event.
- 31.8.6 The Journey Time Reliability Coordinator shall ensure all details logged into the Automated Diary Facility are reviewed and updated no later than 09.30 hours daily. Where the Company becomes aware of any significant change to such details, the Journey Time Reliability Coordinator shall ensure the Automated Diary Facility is updated within one hour of becoming aware.
- 31.9 Automated Diary Facility Severe Weather Information
- During periods of Severe Weather, the Journey Time Reliability Coordinator shall ensure the Severe Weather information being published on the Automated Diary Facility is regularly reviewed and updated at not less than hourly intervals.
- 31.9.2 Where the Company becomes aware of:
 - (i) any change in the situation at any location logged on the Automated Diary Facility; and
 - (ii) any other locations where Severe Weather is affecting driving conditions or traffic movements on the O&M Roads:

the Journey Time Reliability Coordinator shall ensure the Automated Diary Facility is updated at the next scheduled review.

- 31.9.3 The minimum information requirements for updating Severe Weather information on the Automated Diary Facility are referred to in Appendix R/4 of this Part.
- 31.10 Remote Access to Closed Circuit Television
- 31.10.1 Where considered necessary by the Contracting Authority, the Contracting Authority shall make arrangements to provide a single close circuit television camera workstation to the Company at the location agreed between the Contracting Authority and the Company.
- 31.10.2 The Company shall make provision for the office space to accommodate a close circuit television camera workstation comprising:
 - (i) Dual 20" monitors;
 - (ii) Large footprint desk top personal computer;
 - (iii) Keyboard;
 - (iv) Mouse; and
 - (v) Closed circuit television control panel;

and shall facilitate communications connections and installation by the Traffic Scotland Service Provider.

- 31.11 Assessment of Roadworks Delays
- 31.11.1 Roadworks or any other activity being undertaken by the Company or authorised contractors, Undertakers or others, which reduce the operational capacity of the O&M Roads shall require an assessment by the Company prior to commencement to assess the impact of the reduction in capacity. The Company shall use the delay modelling tool provided in accordance with Appendix R/5 of this Part to assess the impact and cost of traffic delay.
- 31.11.2 The Company shall undertake reduction in capacity assessments for the full duration of any activity that reduces the operational capacity of the O&M Roads and each assessment shall include the unique reference number as described in paragraph 31.8.1 of this Part.
- 31.11.3 The Company shall not assess roadworks relating to emergency repairs prior to commencement but shall assess such roadworks on the next Business Day after implementation.
- 31.11.4 Where activities that reduce the operational capacity of the O&M Roads are proposed that have been assessed as likely to cause traffic delays below the acceptable delay thresholds detailed in Appendix R/3 of this Part, the Company shall implement such activities following the normal notification period.
- 31.11.5 The Journey Time Reliability Coordinator shall record each delay modelling tool assessment in the Automated Diary Facility.
- 31.11.6 Where activities that reduce operational capacity are proposed which have been assessed as likely to cause traffic delays greater than the acceptable delay threshold of 12 minutes as detailed in Appendix R/3 of this Part, the Company shall implement such activities only following receipt of consent from the Contracting Authority. To allow the Contracting Authority to determine if consent can be provided, the Company shall prepare a delay management report detailing justification for implementing activities that shall cause delay greater than the acceptable delay threshold of 12 minutes. The delay management report shall include, as a minimum, the following details:
 - (i) activity location and description;
 - (ii) result of impact assessment using the delay modelling tool;
 - (iii) data collection and modelling approach where modelling beyond the use of the delay modelling tool has been agreed by the Contracting Authority; and
 - (iv) description of existing and expected operational condition of that part of the O&M Roads affected by the proposed activity, with a summary of recommendations for measures to be applied to reduce delay.
- 31.11.7 The Company shall notify the Traffic Scotland Service Provider at least 25 Business Days prior to the commencement of the activity when the estimated delay is greater than eight minutes.
- 31.11.8 Complex roadworks refers to situations where specific work activities and time periods may make it impossible to meet the delay thresholds detailed in Appendix R/3 of this Part. Conditions where this may occur include:

- (i) roadworks located in areas where the existing trunk road is operating at or near capacity but where the existing traffic flow is relatively stable. At such locations, a slight reduction in capacity resulting from roadworks activities could have a significant impact on road users;
- (ii) roadworks where Lane closures are required to preserve the safety of Users and Company personnel or for environmental reasons; and
- (iii) roadworks being undertaken during periods of high traffic volume related to seasonal traffic, holidays and events.
- 31.11.9 For activities that may cause delay beyond the 12 minute delay threshold detailed in Appendix R/3 of this Part the Company may propose the use of microscopic simulation models for the Contracting Authority's consent.
- 31.11.10 When the Company identifies an implementation option that reduces predicted delays below the 12 minute delay thresholds detailed in Appendix R/3 of this Part, this implementation option shall be used by the Company.
- 31.12 Notification of Roadworks Delays
- 31.12.1 Where roadworks are being undertaken which have been assessed as likely to cause traffic delays in excess of thresholds detailed in Appendix R/3 of this Part, or which involve the closure of an off-slip or on-slip road, the Journey Time Reliability Coordinator shall keep the Traffic Scotland Service Provider notified of traffic delays via regular telephone calls, quoting the unique Traffic Scotland Automated Diary Facility reference number for the Site, at the following intervals:
 - (i) at code 3 and 4 delays, 15 minutes prior to traffic management commencing at a roadworks location;
 - (ii) immediately when delays to traffic, assessed using the delay modelling tool, exceed 10 minutes:
 - (iii) thereafter at no more than 30 minutes intervals or when delay changes of five minutes or more occur, giving details of the delay times until they have ceased to exceed 10 minutes; and
 - (iv) immediately once the traffic management has been removed from a roadworks location.
- 31.12.2 The Journey Time Reliability Coordinator shall notify the Traffic Scotland Service Provider by telephone and update the Automated Diary Facility within one hour of becoming aware of changed circumstances which would significantly affect movement of traffic, including:
 - (i) when roadworks which were coded 1 to 2 in accordance with 'Coding for estimated traffic delays' detailed in Appendix R/3 of this Part are causing traffic delays in excess of 10 minutes;
 - (ii) when planned roadworks are cancelled at short notice and the cancellation has not yet been entered into the Automated Diary Facility;
 - (iii) Incidents that have been notified to, or identified by, the Company; and
 - (iv) when road, Lane or slip closures or Lane occupations have been, or are likely to be, put in place.
- 31.13 Monitoring and Evaluation
- 31.13.1 To facilitate learning and feedback from the implementation of roadworks, the Company shall monitor and evaluate predicted and actual delays. If the actual delay exceeds the

predicted delay by any period greater than five minutes, the Company shall include within the Automated Diary Facility actual delays for all code 4 works and for all codes of works designated in accordance with the 'Coding for estimated traffic delays' provided in Appendix R/3 of this Part.

- 31.13.2 If necessary, the Company shall utilise equipment which can automatically determine traffic delays through roadworks and disseminate appropriate messages to the Traffic Scotland Service Provider. Where the Company considers the use of automatic traffic delay monitoring equipment necessary, it shall submit written proposals for the deployment of such equipment to the Contracting Authority for consent. Where the Company considers the use of automatic traffic delay monitoring equipment is not feasible, it shall instead deploy sufficient operational personnel to monitor traffic delays.
- 31.13.3 Where the actual traffic delays exceed the predicted traffic delays by any period greater than 15 minutes, the Company shall immediately notify the Traffic Scotland Service Provider and the Contracting Authority. The Journey Time Reliability Coordinator shall provide details of the discrepancy between the predicted and actual delays and propose suitable on Site corrective actions and shall keep the Contracting Authority and Traffic Scotland Service Provider fully briefed on the status of such roadworks.
- 31.13.4 The Contracting Authority may require the Company to implement proposed corrective actions or suspend the implementation of roadworks in order to reduce traffic delays which he considers unacceptable. Where the suspension of roadworks due to unacceptable travel delays would have a negative impact on the safety of road users, the Contracting Authority may allow the implementation of roadworks to continue until the Company has resolved the negative impact by taking the necessary corrective actions. The Journey Time Reliability Coordinator shall notify and liaise with the Traffic Scotland Service Provider in either situation.
- 31.14 Vehicle Activated Signs
- 31.14.1 The Company shall use vehicle activated signs during roadworks where such use shall address safety issues relating to inappropriate speeds. The Company requests for use of vehicle activated signs shall be made in writing to the Contracting Authority.
- 31.14.2 Vehicle activated signs shall only be deployed in addition to regulatory signs as a response to excessive speed and in accordance with the following requirements:
 - (i) the Traffic Signs Regulations and General Directions 2002 and other relevant United Kingdom and European Union guidance and standards. Departures shall not be permitted unless specifically authorised by the Contracting Authority;
 - (ii) be type approved for use on the O&M Roads, and shall utilise only the legends approved by the Contracting Authority;
 - (iii) not be deployed where the works are located within those sections of the O&M Roads that already have Lane control signalling;
 - (iv) where both directions within the roadworks area meet the criteria of this paragraph, one vehicle activated sign shall be deployed in each direction; and
 - (v) be deployed where detailed accident investigation or risk assessment confirms that vehicle activated signs are an appropriate remedial measure.
- 31.14.3 Speed monitoring detectors shall be installed accurately to minimise errors in speed measurement.

- 31.14.4 When the signs are activated, the displays shall provide appropriate warning to motorists when the assigned speed limit is exceeded and shall not interfere with the visibility and general effectiveness of any other signs in the area.
- 31.15 Mobile Variable Message Signs
- 31.15.1 The Traffic Scotland Maintained Equipment includes a network of permanently located variable message signs positioned at key locations throughout the Trunk Road network. These signs facilitate the provision of real time information to Trunk Road users.
- 31.15.2 The Scottish Ministers own a number of mobile variable message signs. These shall be made available for use by the Company in advance of, or during, any major works or Operations in areas which are outwith the coverage of the permanent variable message sign system forming part of the Traffic Scotland Equipment.
- 31.15.3 Where the Company requires the use of the mobile variable message signs, the Journey Time Reliability Coordinator shall apply in writing to the Traffic Scotland Service Provider for consent to use these, giving as much notice as possible. The Traffic Scotland Service Provider shall have absolute discretion to decide when the use of the mobile variable message signs is allowed, based on the perceived benefits to road users.
- 31.15.4 Where the Traffic Scotland Service Provider gives written consent to the use of mobile variable message signs, the responsibilities of the Company shall be as specified within the Guidance Note No.1 'Use of Mobile Variable Message Signs on The Trunk Road Network', published by Transport Scotland in March 2011.
- 31.15.5 In accordance with this guidance, the Transport Scotland mobile variable message signs shall be used by the Company to cover situations including:
 - (i) the signing of major roadworks where there are currently no permanent variable message signs;
 - (ii) gauging driver reaction to the potential benefits of permanently locating a variable message sign at that position on the network;
 - (iii) providing weather related information during the winter months, such as snowfalls which have the potential to require road closures or seriously affect traffic travelling these routes; and
 - (iv) signing for large scale outdoor events that generate abnormally high levels of traffic in otherwise quiet areas for short periods such as pop concerts and sporting events.
- 31.15.6 The Company shall be responsible for:
 - (i) the collection and return of the signs in good working order by arrangement with the Traffic Scotland Service Provider; and
 - (ii) the provision of suitable locations for the signs, which shall include:
 - (a) hard standing, including adequate maintenance and inspection access to the sign once deployed;
 - (b) protection for the signs by an existing permanent barrier or by a temporary barrier, including assessment of the site to ensure compliance with TD19/06 of the Design Manual for Roads and Bridges and any other road safety related matters;
 - (c) appropriate communications, including a 230 volts, 50Hz power supply facility complete with appropriate methods of connecting to the mobile

- variable message signs, including provision of certification to British Standard 7671, which shall be provided prior to connection of the sign;
- (d) where it is not possible to provide a mains power supply facility, the Company shall be responsible for the provision of a suitable generator, including the supply of fuel, maintenance, security and all necessary servicing when using signs with a generator; and
- (e) visual inspection of the sign and its immediate environs and reporting of any defects to the appropriate parties.

during their operation.

31.16 Proposed Operations or Works in the vicinity of Traffic Scotland Maintained Equipment

31.16.1 When:

- (i) the Company proposes to carry out Operations or Works within or adjacent to locations containing Traffic Scotland Maintained Equipment, or
- (ii) the Company becomes aware of authorised contractors, Undertakers or others proposing to carry out works within or adjacent to locations containing Traffic Scotland Maintained Equipment,

the Journey Time Reliability Coordinator shall communicate with the Traffic Scotland Manager and the Traffic Scotland Service Provider as if the Traffic Scotland Service Provider was an Undertaker as defined in the *New Roads And Street Works Act 1991*.

31.17 Proposed Operations or Works affecting Traffic Scotland Maintained Equipment

31.17.1 When:

- (i) the Company proposes to undertake any Operations or Works that may have a physical effect on any Traffic Scotland Maintained Equipment, or
- (ii) the Company becomes aware of authorised contractors, Undertakers or others proposing to carry out works that may have a physical effect on any Traffic Scotland Maintained Equipment,

the Journey Time Reliability Coordinator shall notify the Traffic Scotland Service Provider by completing and submitting the form provided at Appendix R/6 of this Part via e-mail at least 15 days prior to the Operations or works commencing. The completion and submission of the form shall be in addition to all planning of relocation, design of relocation and consultation with the Traffic Scotland Manager which the Company shall undertake when it commences any planning of Operations or works that will impact on Traffic Scotland Maintained Equipment, as detailed in paragraph 31.17.3 of this Part.

- 31.17.2 Where the Company deems that such Operations or works shall have no physical effect on any Traffic Scotland Maintained Equipment, the form shall be submitted to show a nil return.
- 31.17.3 The Journey Time Reliability Coordinator shall consult and liaise with the Traffic Scotland Manager and the Traffic Scotland Service Provider regarding the nature of the Operations or works and shall make arrangements for the affected Traffic Scotland Maintained Equipment to be replaced or renewed. Such arrangements shall include detailed planning and design of works to accommodate the diversion and relocation of Traffic Scotland Maintained Equipment.

- 31.17.4 Where the Contracting Authority agrees in writing that the Company has the skills and competence to undertake the planning, design, diversion, relocation and renewal of the Traffic Scotland Maintained Equipment or any part thereof, the Company shall undertake and complete this work as an integral part of the Operations or works and shall:
 - (i) complete the planning and design of the diversion, relocation or renewal of Traffic Scotland Maintained Equipment as part of the planning and design of the Operations or works in consultation with the Traffic Scotland Manager and the Traffic Scotland Service Provider;
 - (ii) complete any diversion and relocation of Traffic Scotland Maintained Equipment in advance of, or during, the Operations or works as appropriate;
 - (iii) when the Operations or works include road surfacing, ensure that the Traffic Scotland surface detection equipment is replaced and operational as part of the Operations or works or, if approved in writing by the Contracting Authority, within seven Working Days of the surface course being laid; and
 - (iv) undertake all relevant and statutory testing of Traffic Scotland Maintained Equipment and the provision of records to enable the Contracting Authority, the Traffic Scotland Manager and the Traffic Scotland Service Provider to maintain the relevant Health and Safety Files and New Roads and Street Works Act 1991 records. Testing shall take place as an integral part of the Operations or works and the records shall be provided within 14 days of the completion of Operations or work adjacent to the Traffic Scotland Maintained Equipment.
- 31.17.5 The Company shall ensure that any affected Traffic Scotland Maintained Equipment is replaced as part of the Operations or works in accordance with specifications that shall be supplied by the Traffic Scotland Service Provider.
- 31.17.6 When works that affect or may affect Traffic Scotland Maintained Equipment are to be undertaken by authorised contractors, Undertakers or others, the Journey Time Reliability Coordinator shall:
 - (i) on receiving notice of the works from the authorised contractor, Undertaker or others, notify the Contracting Authority, Traffic Scotland Manager and the Traffic Scotland Service Provider in writing of the proposed works; and
 - (ii) make arrangements with the authorised contractor, Undertaker or others for the Traffic Scotland Maintained Equipment to be diverted, relocated or replaced as part of the works within agreed timescales.

In such circumstances, the Contracting Authority reserves the right to nominate the Traffic Scotland Service Provider to undertake the diversion, relocation or replacement of the Traffic Scotland Maintained Equipment.

- 31.18 Damage to Traffic Scotland Maintained Equipment
- 31.18.1 The Company shall be aware of situations where Traffic Scotland Maintained Equipment is or may be susceptible to damage from Operations or works and shall ensure that all suitable precautions are taken to prevent damage to such equipment. The Company shall give special consideration during the planning stages of any work to avoiding damage to existing services and cables. Such situations may include:
 - (i) edge drainage works and other drainage alterations;
 - (ii) tree planting;
 - (iii) provision of noise barrier fencing;
 - (iv) reconstruction of carriageways;

- (v) resurfacing;
- (vi) recabling contracts; and
- (vii) provision of fencing and road restraint systems.
- 31.18.2 Before commencing any work or moving heavy plant or equipment in the vicinity of Traffic Scotland Maintained Equipment, the Company shall confirm details of the Traffic Scotland Maintained Equipment installed within the area with the Traffic Scotland Service Provider.
- 31.18.3 The Company shall locate the actual position of all Traffic Scotland Maintained Equipment and shall mark the locations prior to any work commencing in the vicinity of Traffic Scotland Maintained Equipment. The manner of such marking shall be dependent on the surface under which the equipment lies and such marking shall at all times be clearly visible to all parties working on the Site. The Company shall notify all operatives, including sub-contractors employed by the Company, of the presence of Traffic Scotland Maintained Equipment, particularly cabling, together with the need to exercise extreme care and attention to ensure the prevention of any damage.
- 31.18.4 The Company shall ensure that Traffic Scotland Maintained Equipment is protected from damage throughout the period of the works. The method of protection shall be such that the Company shall provide access to all Traffic Scotland Maintained Equipment for the repair or inspection of any damage within two hours of its notification. Depending on the extent of damage or the fault being repaired, access for vehicles, winches, cable drums and any further equipment may be required by the Traffic Scotland Service Provider. Access to all chambers and cabinets forming part of the Traffic Scotland Maintained Equipment shall be kept clear and unobstructed at all times. The Company shall particularly note that surface mounted cabling should not under any circumstances be aerially suspended without the prior consent of the Traffic Scotland Service Provider and then only in the manner specified by the Traffic Scotland Service Provider
- 31.18.5 Any disconnections or connections to operational systems shall be made under the supervision of the Traffic Scotland Service Provider.
- 31.18.6 Where traffic detection loops become inoperable the Company shall reinstate the traffic detection loops or feeder cables in accordance with the Specification for Highway Works MCH1540 specification for the Installation of Detector Loops.
- 31.18.7 When a temporary repair is made to damaged Traffic Scotland Maintained Equipment, the Company shall liaise with the Contracting Authority and the Traffic Scotland Service Provider regarding the nature of the damage and make arrangements for the Traffic Scotland Maintained Equipment to be repaired or replaced by either the Traffic Scotland Service Provider or the Company.
- 31.18.8 When a permanent repair is made to damaged Traffic Scotland Maintained Equipment, the Company shall undertake the permanent repair in accordance with paragraph 31.17 of this Part. The timescales for completion of the permanent repair shall be agreed with the Contracting Authority but shall usually be within 28 days of the date of the initial damage.

31.18.9

32 Severe Weather Services

32.1 The Company shall undertake planning activities in preparation for Incident Response Operations relating to Severe Weather events.

- 32.1.1 The Company shall undertake planning activities for Severe Weather events relating to the Winter Service in accordance with the requirements of Part 2.
- 32.1.2 The requirements of this Part shall be undertaken as part of the Incident Response Plan and Incident Response Operations stated in this Part 1.
- 32.1.3 The Company shall include documented procedures in its O&M Works Quality Plan to deliver the requirements of Parts 1 and 2.

PLANNING ARRANGEMENTS FOR SEVERE WEATHER EVENTS

- 32.2 General
- 32.2.1 The Company's planning activities for responding to Severe Weather events shall include the development and use of management plans, processes and systems. The Company shall establish such arrangements to complement and enhance its Incident Response Operations developed as required by this Part 1.
- 32.3 Information Gathering and Impact Assessment
- 32.3.1 The Company shall establish its arrangements for gathering and processing information on the key characteristics of any Severe Weather event that occurs or shall be predicted to occur within the O&M Works Site. Such information shall include the nature and severity of the Severe Weather event and its potential impact on the operation of the O&M Works Site.
- 32.3.2 The Company shall procure the services of an expert weather forecasting service to assist it with the prediction and management of Severe Weather events. This expert weather forecasting service shall be operational seven days a week during Normal Working Hours to provide specific, timely and accurate weather forecasts and advance warnings of Severe Weather events predicted to occur within the O&M Works Site. Such information shall, as a minimum, be specific to the conditions of the O&M Works Site.
- 32.3.3 The expert weather forecasting service for Severe Weather events shall be in addition to the Winter Service weather forecasting requirements stated in Part 2.
- 32.3.4 No later than 30 days prior to the Restricted Services Commencement Date, the Company shall submit to the Contracting Authority for consent details of its proposed expert weather forecasting service for Severe Weather events.
- 32.3.5 The Company shall provide suitably trained designated personnel who are able to receive, continuously monitor and interpret information provided by its expert weather forecasting service for Severe Weather events. Such personnel shall be authorised to make key decisions on the implementation of the Company's Incident Response Operations relating to Severe Weather events.
- 32.4 Liaison and Coordination
- 32.4.1 No later than 30 days prior to the Restricted Services Commencement Date, the Company shall:
 - (i) identify all Operational Partners that have involvement in dealing with Severe Weather events;
 - (ii) agree the communication arrangements between itself, the Traffic Scotland Operator and other relevant Operational Partners during a Severe Weather event; and

(iii) ensure a mutual understanding of the roles and responsibilities of the Company and the relevant Operational Partners during a Severe Weather event.

The Company's procedures contained within its O&M Works Quality Plan shall include:

- (i) details of all relevant Operational Partners;
- (ii) the arrangements for disseminating accurate, timely and relevant Severe Weather information to the Traffic Scotland Operator and other Operational Partners:
- (iii) the communication arrangements between the Company, the Traffic Scotland Operator and other relevant Operational Partners to be followed during a Severe Weather event; and
- (iv) the roles and responsibilities of the Company and all relevant Operational Partners for dealing with a Severe Weather event.
- 32.4.2 The Company shall attend regular meetings with all relevant Operational Partners to review and update the communication arrangements and enable the integration of communication systems and technology.
- 32.5 Information Management and Dissemination
- 32.5.1 The Company shall establish and record within its O&M Works Quality Plan, the arrangements for managing and disseminating Severe Weather information to relevant Operational Partners during the implementation of its Incident Response Operations in this Part 1.

SEVERE WEATHER MANAGEMENT PLAN

- 32.6 General
- 32.6.1 The Company shall execute the management, implementation, review and updating of the Severe Weather management plan and related Incident Response Operations.
- 32.6.2 The Company shall develop new Severe Weather management plans at new Disruption Risk Sites. The Company shall submit such plans to the Contracting Authority for consent.
- 32.6.3 All Severe Weather management plans shall contain details of the arrangements for Incident Response Operations and mitigation activities at the Disruption Risk Sites where Severe Weather has been identified as a cause of disruption. Such plans shall include actions for dealing with high winds, flooding and landslides.
- 32.6.4 All Severe Weather management plans shall contain details of any Mutual Aid arrangements with adjacent local authorities and the North East Operating Unit.
- 32.6.5 Severe Weather management plans shall form part of Company's Disruption Risk Management Plan.
- 32.7 Wind Management Plans
- 32.7.1 No later than 60 days prior to the Restricted Services Commencement Date, the Contracting Authority shall provide the Company with details of existing wind management plans.
- 32.7.2 The Company shall develop additional wind management plans at Disruption Risk Sites where high winds have been identified as a cause, or potential cause, of disruption to the operation of the O&M Works Site.

- 32.7.3 The Company shall ensure all wind management plans are produced in accordance with Transport Scotland's 'High Winds Strategy and National Winds Management Guidelines' and shall take account of other relevant Operational Partners' wind management strategies.
- 32.7.4 Each wind management plan shall contain the arrangements for implementing the Company's Incident Response Operations and mitigation activities for any wind related Severe Weather event that occurs or shall be predicted to occur at the Disruption Risk Site.
- 32.7.5 The Company's expert weather forecasting service for Severe Weather events shall provide real-time wind speed data at all sites subject to a wind management plan. Such data shall be made available to the Contracting Authority and the Traffic Scotland Operator.
- 32.7.6 The Company shall review and update all wind management plans at the same time as undertaking reviews and updates of the Incident Response Plan and shall submit any proposed revisions to the Contracting Authority for consent.
- 32.8 Flooding Management Plans
- 32.8.1 The Company shall develop flooding management plans at Disruption Risk Sites where flooding has been identified as a cause, or potential cause, of disruption to the operation of the O&M Works Site.
- 32.8.2 Each flooding management plan shall detail arrangements for implementing the Company's Incident Response Operations and mitigation activities for any flooding related Severe Weather event that occurs or shall be predicted to occur at the Disruption Risk Site.
- 32.8.3 The Company shall use its expert weather forecasting service for Severe Weather events to assist in the planning and implementation of its programme for inspections and patrols of Disruption Risks Sites where flooding has been identified as a cause of the disruption. Such inspections and patrols shall be undertaken in accordance with this Part 1 and Part 2 of these O&M Requirements.
- 32.8.4 The Company shall review and update all flooding management plans at the same time as undertaking reviews and updates of the Incident Response Plan and shall submit any proposed revisions to the Contracting Authority for consent.
- 32.9 Landslides Management Plans
- 32.9.1 The Company shall develop landslide management plans for Disruption Risk Sites where landslides have been identified as a cause, or potential cause, of disruption to the operation of the O&M Works Site, including those identified in Transport Scotland's Landslide Study Report. The Company shall ensure all landslide management plans take account of other relevant Operational Partners' landslide management strategies.
- 32.9.2 Each landslide management plan shall detail arrangements for implementing the Company's Incident Response Operations and mitigation activities for any landslide related Severe Weather event that occurs or shall be predicted to occur at the Disruption Risk Site.
- When exceptional rainfall events are predicted, the Company shall use its expert weather forecasting service for Severe Weather events to assist in the planning and execution of additional inspections and patrols in areas identified as being prone to landslides.

32.9.4 The Company shall review and update all landslide management plans at the same time as undertaking reviews and updates of the Incident Response Plan and shall submit any proposed revisions to the Contracting Authority for consent.

INCIDENT RESPONSE OPERATIONS FOR SEVERE WEATHER EVENT

- 32.10 General
- 32.10.1 When the Company becomes aware of a Severe Weather event occurring or predicted to occur within the O&M Works Site, it shall commence its Incident Response Operations in accordance with the requirements of this Parts 1 and Part 2 and shall implement the arrangements stated in the relevant Severe Weather management plan.
- 32.10.2 The Company's mitigation activities shall include short- and long-term activities aimed at minimising or eliminating the vulnerability and exposure of the O&M Works Site and its Users to the risks from Severe Weather events. The mitigation activities to be undertaken shall be stated in the relevant Severe Weather management plan. All mitigation activities shall be undertaken in accordance with the Company's Disruption Risk Management Plan, which shall be prepared and maintained by the Company in accordance with Transport Scotland's 'Disruption Risk Manual'.

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APPENDIX A - INTEGRATED ROADS INFORMATION SYSTEM FORM

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Schedule 4 O&M Works Requirements

Appendix A/1:	Sch	eme D	Data Forms NCE SCHEME DATA	FORM V 1.7, sep:	2012											-		
	Unit ?						Roule Work code]				
	Scheme Name Sche						heme number Date Works completed											
	Lane Number(s) Start							t link / section Start chainage]				
	En Thickness of material removed (milling or								End Ink / section End chainage									
	-					-	?											
	LEVEL LAYER TREATMENT TYPE MATERIAL SPECIFICATION MATERIAL TYPE						% RECYCLED	MATERIAL THICKNESS (mm)	MAL BROSE TYPE	BINDER SPECIFICATION	GRADING/ TEXTURE	TYPE OF AGGREGATE	HOMINAL SIZE OF AGGREGATE	PSV		MATERIAL SOURCE	AL SOURCE	
	82	Surface Treatment (if	7	2	1	,			7	2	,	2			PRIMARY 2	SECONDARY	BACKUP	
		any)	7	,						7	?	?	7		,	7	?	
	2	Binder	7	2		,	8			2	,	7	7			7	7	
	3	Base	7	,			7:		,		,	,	7		,	7	7	
	4	Sub base	?	,	2	3				<u> </u>		85				81	12	
	Additional tayers (Regulating Reinforcement, SANI etc.)							Ш										
	7/7	?	?	,	7	?			,	?	?	?	7		7	7	?	
	7/7	.7	7	.7	2	.2				20	?	2	4		2	?	?	
Design Life Outturn Cost								dditional info / Comments										
Trealment statistics												7.						
								ting Company For Transport Scotland										
	Lane / kms							MSD Checked by								1		
	Area sq. m MSD Checke							Date MSD passed to AM										
Date MSD supplied to TS									I		SER	IS Updated by]			

Schedule 4 O&M Works Requirements

NEW CONSTRUCTION SCHEME DATA FORM V 1.7, Sep 2012																	
		Unit ?						Route]			Wo	ork code			
	Scheme Name Scheme number Date Works completed																
	Lane Number(s) Start chainage Start chainage																
							End	link / section]			End c	hainage			
	Thickness of material removed (milling or planing depth)																
LEVE	LAYER	TREATMENT TY	PE SI	MATERIAL PECIFICATION	MATERIAL TYPE	MATERIAL TYPE MIXING TEMP RECYCLED MATERIAL THICKNESS INDER TYPE BINDER SPECIFICATION TEXTURE GRADING TEXTURE AGGREGATE AGG					PSV						
0	Surface Treatment	?		?	?	?			?	?	?	?	?		PRIMARY ?	SECONDARY ?	BACKUP ?
1	(if any) Surface	?		?	?	?			?	?	?	?	?		?	?	?
2	Binder	?		?	?	?			?	?	?	?	?		?	?	?
3	Base	?		?	?	?			?	?	?	?	?		?	?	?
4	Sub base	?		?	?												
	Additional lay	gers (Regulating, Reinforceme	nt, SAMI etc)														
212	?	?		?	?	?			?	?	?	?	?		?	?	?
?/?	?	?		?	?	?			?	?	?	?	4		?	?	?
	Design Life Additional Info / Comments Outturn Cost																
	Treatment statistics For Operating Company For Transport Scotland																
	Lane kms MSD Checked by Date MSD passed to AM																
	Date MSD supplied to TS SERIS Updated by																

Appendix A/2: Notification of SCRIM Category for Network Update Forms

NOTIFICATION OF SCRIM CATEGORY FOR NETWORK UPDATE

1	>		
	⋖	\sim	
	2	~	<u> </u>
	\mathbb{Z}	_	
TR	AN	SPC	ORT

Unit		Route		Date supplied to TS
Lane No	link/section	Start chainage	End chainage	SCRIM Category
\equiv				
\equiv				
		1		
COMPLETED I			CHECKED BY	

NOTIFICATION OF SCRIM INVESTIGATORY LEVEL

NEW CONSTRUCTION / NETWORK UPDATE



Unit	?		Route	Date supplied to TS	
Scheme Name (if new scheme)				Date works complete (if new scheme)	
Lane No	Start link/sect	Start chainage	End link / section	End chainage	SCRIM Category
1	Start III IN/Sect	Start Criamage	Life with 7 section	Lifu chainage	Scraim Category
2					
3					
4					
5					
6					
7					
*					
, [
10					
11					
12					
13					
14					
15					
10					
COMPLETED B	Υ		CHECKED BY		
COMPLETED B	ү		CHECKED BY		
SERIS UPDATED B	Υ		DATE		

Appendix A/3: Network Change Form and Network Error Form NETWORK CHANGE FORM



			SCOTLAND
1 GENERAL	Submitted by	Date	_
			_
Unit	Route	Sections	
Location			
Reason for change			
Reason for change			
Details of proposed			
correction			
2 INFORMATION SUPPLIED BY	OPERATING COMPANY		
2 1111 01111111111111111111111111111111	G. 2.011.110 GG.III. / 111.	Check	Date
Scheme layout plans at 1:2500	as detailed in Schedule 4 Part 3 Section 2.2.1(i)		
Estimated opening date of sche	eme		
3 TRANSPORT SCOTLAND FEE	EDBACK		
New referencing sections and n	node locations devised / agreed		
Operating Company informed o	of section numbers and node locations		
4 OPERATING COMPANY FURT	THER INFORMATION SUPPLIED		
Node markers installed			
Measured lengths for each new	v network section		
-			
	g sections at the start & end of the new scheme	_	
-	led network node accurate to 1 metre		
Pavement construction data (No	CSD)	Ш	
Scrim site category data			
Node marker location documen	nt		
5 TRANSPORT SCOTLAND NET	TWORK UPDATE		
Network update instruction final	lised		
SERIS updated	by		
Network update instruction issu	ued to		

Version 1.0, June 2010 Willie Grant

NETWORK ERRO	OR FORM				TRANSPORT
1 GENERAL	Submitted by			Date	SCOTLAND
Unit	R	oute		Sections	
Location					
Reason for change / error					
Details of proposed correction					
2 TRANSPORT SCOTLA		etwork update instructi	on required	Check	Date
Proposed TS resolution					
TS action taken					
3 TRANSPORT SCOTLA	AND NETWORK UPDAT	E / AMENDMENT			
	tion or amendment finalis				
SERIS updated	by				
Network update instruc	tion issued to				

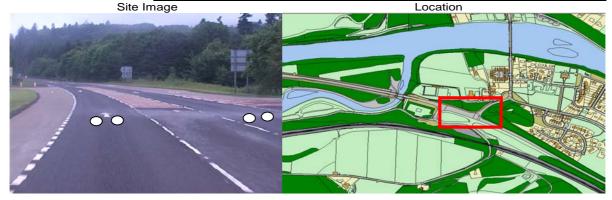
Version 1.0, June 2010 Willie Grant

Appendix A/4: Explanation for Change Form

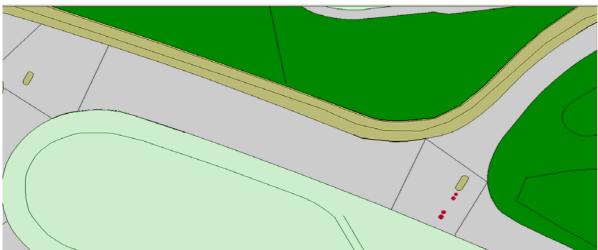
EXPLANATION FOR CHANGE SOI - MSD	TRANSPORT SCOTLAND
Date supplie	d to SE
Unit	
Route Work code Scheme number	
Scheme Name	
Details of change from approved SOI	
Explanation	

Appendix A/5: Design for Node Marker Reference Replacement

Route	Section	
Section Description		
Section Length		
Section Type		
Design		



Site Plan



ADVISO	ORY UPDATE	TO DATA (changes to section)	Length	
OSGR	Easting		Northing	
Location				•
Decription				
Other:				
Location s	ubmitted by:			Date
Signature				
Location a	greed by TS:			Date
Signature				
Data updat	te complete:		•	Date
Signature				

APPENDIX B - ABNORMAL INDIVISIBLE LOAD ROUTEING

A Guide to Notification and Authorisation

APPENDIX B: ABNORMAL INDIVISIBLE LOAD ROUTEING

A Guide to Notification and Authorisation

Abnormal Load Movements

A brief guide to Notification and Authorisation requirements

A. Dimensions within "Construction & Use Regulations"

Laden dimensions not exceeding

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

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

B. Dimensions within "Special Types General Order"

Laden dimensions in excess of "Construction & Use Regulations" but not exceeding

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

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

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

C. Dimensions requiring Special Order

Laden dimensions exceeding

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

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

NOTES

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

APPENDIX C - ABNORMAL INDIVISIBLE LOAD ROUTEING

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

ABNORMAL INDIVISIBLE LOAD ROUTEING

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



NOTICE TO HAULIERS

ACPOS ABNORMAL LOADS WORKING GROUP

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

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

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

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

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

The police service in Scotland are not forcing any haulier to self escort. Self escorting is an option available to all the hauliers using motorways and the linking dual carriageway network in Scotland. The savings in time shall no doubt make self escorting very attractive to Hauliers. As a result of the "no escort" policy being adopted by the police service in England and Wales from 1 January 2004, many private companies have been set up as providers of abnormal load escorts. Such

companies are in the process of contacting individual police forces seeking some form of endorsement for their company. Scottish Forces shall not enter into any form of agreement with private abnormal load escort companies. The relevant legislation refers to the haulier and no provision is made for any agent or other person acting on behalf of the haulier. The onus relative to notification and indemnity rests with the haulier and with no other person.

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

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

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

Should any further information relative to the policy be required, contact should be made with the undersigned during normal Normal Working Hours.

Police Scotland; David Hoyle

Email: David.Hoyle@scotland.pnn.police.uk

APPENDIX D - NOT USED

APPENDIX E - NOT USED

APPENDIX F - NOT USED

APPENDIX G - DELEGATED FUNCTIONS

APPENDIX G : Delegated Statutory Functions

1. Statutory Functions

- 1.1. The function of the Scottish Ministers as roads authority conferred by or under section 2 of the Local Government (Omnibus Shelters and Queue Barriers) (Scotland) Act 1958 in relation to giving and withholding consent and attaching conditions to any consent.
- 1.2. The function of the Scottish Ministers as roads authority conferred by or under section 25(2) of the Water (Scotland) Act 1980 (c.45) in relation to giving and withholding consent.
- 1.3. The function of the Scottish Ministers as persons having an interest in the land as roads authority conferred by or under section 7(4) of the Litter Act 19831 in relation to giving and withholding consent and arranging terms of any consent.
- 1.4. The function of the Scottish Ministers as traffic authority conferred by or under section 65(1) of the Road Traffic Regulation Act 1984 in relation to the power to cause or permit traffic signs to be placed on or near a road.
- 1.5. The functions of the Scottish Ministers as roads authority conferred by or under the following provisions of the Roads (Scotland) Act 19842 are:
 - (i) section 2(1) (powers and duties with respect to trunk roads etc);
 - (ii) section 4(1) (power of the Scottish Ministers to enter into agreements with local roads authorities for them to carry out their functions as roads authority for trunk roads etc) but only for carrying out those functions specified in sub paragraph (i) above and sub paragraphs (iii) to (xxx) inclusive;
 - (iii) section 34 (duty of roads authority with respect to snow and ice on roads);
 - (iv) section 50 (power of roads authority to plant trees, shrubs etc within road boundary);
 - (v) section 51 (power of roads authority to consent to persons planting trees, shrubs etc within a road boundary);
 - (vi) section 56 (power of roads authority to consent to works and excavations in roads);
 - (vii) section 57 (power of roads authority with respect to dangerous works in roads);
 - (viii) section 58 (power of roads authority to permit occupation of parts of roads for the deposit of building materials etc);
 - (ix) section 59 (power of roads authority with respect to obstructions in roads);
 - (x) section 60 (power of roads authority to fence and light obstructions and excavations in roads on default of person required to do so and to recover the expenses thereof);
 - (xi) section 61 (power of roads authority to give permission to place and maintain etc appliances in roads);
 - (xii) section 63 (power of roads authority with respect to new accesses over verges and footways);
 - (xiii) section 64 (power of roads authority to consent to Undertakers using appliances or vehicles on footways, footpaths and cycle tracks);
 - (xiv) section 66 (power of roads authority with respect to maintenance of vaults and cellars etc under roads);
 - (xv) section 67 (power of roads authority with respect to doors etc opening outwards into roads):

². 1984 c.54.

¹. 1983 c.35.

- (xvi) section 85 (power of roads authority to permit the deposit of builders' skips on roads);
- (xvii) section 86 (power of roads authority to remove or reposition builders' skips and to recover the expenses thereof);
- (xviii) section 87 (power of roads authority with respect to unauthorised structures on roads);
- (xix) section 88 (power and duty of roads authority with respect to projections impeding or endangering users);
- (xx) section 89 (power and duty of roads authority with respect to accidental obstructions on roads);
- (xxi) section 90 (power of roads authority to consent to the placing of bridges, beams, rails, pipes, cables and other apparatus over roads);
- (xxii) section 91 (power of roads authority to prevent danger to a road from nearby vegetation and fences etc or from inadequate retaining walls) except subsection (5);
- (xxiii) section 92 (power of roads authority with respect to trees etc planted within 5 metres of the edge of carriageways);
- (xxiv) section 93 (powers of roads authority to protect users from roadside dangers);
- (xxv) section 94(1)(a) (power of roads authority to fill in unnecessary roadside ditches subject to the consent of owners and occupiers);
- (xxvi) section 95 (power of roads authority to recover expenses of removing mud etc deposited from vehicles onto roads so as to be dangerous);
- (xxvii) section 98 (power of roads authority with respect to stray and other animals on roads);
- (xxviii) section 99 (power of roads authority with respect to the prevention of the flow of water etc onto roads);
- (xxix) section 120 (duty of roads authority to have regard to the needs of disabled and blind persons in executing works etc in roads); and
- (xxx) section 141 (power of roads authority to execute works etc on default of persons required to do so) but only in relation to those functions specified in the foregoing sub-paragraphs of this paragraph).
- 1.6. The functions of the Scottish Ministers as road works authority conferred by or under the following provisions of the New Roads and Street Works Act 1991(c). Such functions shall include, but shall not be limited to:
 - (i) section 109 (power of road works authority to permit execution of works and power to substitute existing permission with new one);
 - (ii) section 112 (duty of road works authority to keep a road works register);
 - (iii) section 115 (power of road works authority to give directions as to the timing of road works);
 - (iv) section 117 (power of road works authority to restrict road works following substantial works carried out for road purposes);
 - (v) section 118 (duty of road works authority to co-ordinate execution of works of all kinds on roads);
 - (vi) section 122 (power of road works authority to designate roads as having special engineering difficulties);

Schedule 4 O&M Works Requirements

Part 1: Overall Requirements

- (vii) section 123 (power of road works authority to designate roads as traffic sensitive);
- (viii) section 131 (power of road works authority with respect to reinstatement of roads by Undertakers).
- 1.7. The function of the Scottish Ministers conferred by or under section 150 of the Local Government etc (Scotland) Act 1994(d) (power of the Scottish Ministers to place mandatory traffic signs on roads in extraordinary circumstances).

APPENDIX H - CUSTOMER CONTACT SERVICE

Appendix H/1: Customer Enquiries Classified as Emergencies by the Traffic Customer Care Line

The descriptions below provide an indication of call types which the Traffic Customer Care Line Operator shall regard as emergencies. The Traffic Customer Care Line Operator defines an emergency as any Incident or fault that poses a danger to the public or has the potential to disrupt the operational effectiveness of the trunk road network. This list is not exhaustive.

Emergency	Descriptions
Crash Barrier /	Damaged Crash Barrier
Fencing Damage	
•	Boundary fence damage
Debris / Animals	Dead animals on live lanes and hard shoulder
	Live animals on carriageway
	Debris on live lane or hard shoulder & verge if likelihood could blow back onto
	live lane.
	Debris on centre reservation – obstructs vision, possibly blow onto carriageway
Drains / Manhole	Damaged or Missing manhole cover
Covers	Collapsed gully
Flooding	Flooding
Landscaping /	Grass cutting / landscaping – obscures visibility splays, trees down on
Overhanging	carriageway or footpaths, overhanging branches.
Branches	
	Calls from Emergency Services requiring road closures. Road closures as a
Other	result of accidents and Incidents
	Bridge Strikes, parapet strikes, high winds or other
Potholes	Damage to road pavement
	Report of road traffic accident
Road Traffic	Debris, spillage as a result of RTA
Accident (RTA)	Diversions, Traffic Management
	RTA involving electrical unit
Road Works	Cones, signs, lamps scattered
Spillage	All spillages including oil, petrol, diesel, hydraulic fluid / chemical / fish oil etc
	Dark sections (3 or more consecutive)
	Door off / wires exposed
Street Lighting	Damaged electrical road signs, lighting columns
	Hanging lanterns, hanging bowls
	Exposed wiring on electrical installation
Subsidence	Road subsidence
Traffic Related Signs	Damaged, facing in wrong direction, hanging from mounting
Traffic Signal	All dark, stuck on RED – emergency at specified locations
	Pedestrian crossing all dark
	Two or more red lamps dark in same direction
	In-operative push button
	2 or more reports of signal stuck on red. Outwith Normal Working Hours,
	monitor for any other calls before calling emergency
	processes and care came before caming emergency

Appendix H/2: Customer Enquiry Information Supplied by the Traffic Customer Care Line

In accordance with paragraph 1.3.1 of this Part, the following tables show typical information which shall be supplied by the Traffic Customer Care Line Operator to the Company within submitted customer enquiries:

Data Field	Description
Service request ID	Unique Request ID of the call
Route	Route on which Incident is located
X-coordinate	X-Coordinate of Incident location
Y-coordinate	Y-Coordinate of Incident location
Caller first name	First name of the caller
Caller last name	Surname of the caller
Caller add name num	Caller's property number
Caller add 1	First line of caller's address
Caller add 2	Second line of caller's address
Caller add town	Caller's town
Caller add county	Caller's county
Post code	Caller's Postcode
Caller phone	Caller's Phone number
Date time requested	Time the call came in
Category 1 (as defined below)	First category of the call
Category 2 (as defined below)	Second category of the call
Category 3 (as defined below)	Third category of the call
Summary	Summary of the call
Details	More details about the call

Appendix H/3: Updates on the Status of Customer Enquiries

Information to be supplied by the Company to the Traffic Customer Care Line Operator when providing updates on the status of customer enquiries shall, as a minimum, include:

Data Field	Description
Service Request ID	Traffic Customer Care Line Operator call reference.
Customer Enquiry Status	Containing:
	'Received'
	The Traffic Customer Care Line Operator shall be updated via email, data file transfer or telephone call by the Company with a 'received' classification when the customer enquiry has been acknowledged by the Company but no remedy has been undertaken.
	'WIP (work in progress)'
	The Traffic Customer Care Line Operator shall be updated via email, data file transfer or telephone call by the Company with a 'WIP' classification when the customer enquiry has been acknowledged by the Company and a remedy has been undertaken but not completed.
	'Closed'
	The Traffic Customer Care Line Operator shall be updated via email, data file transfer or telephone call by the Company with a 'closed' classification when the customer enquiry has been acknowledged by the Company and a remedy has been completed and no further work is required to be undertaken.
Comments	
Issued date and time	
Actual completion Date and Time	
Deleted Date and Time	

Appendix H/4: Third Party Damage

Typical Information collected and supplied by the Traffic Customer Care Line Operator to the Company regarding third party damage shall include:

Time and Date of Incident

Location (including direction of travel and lane travelled in)

Vehicle Make, Model and Registration Number

Driver's full particulars

Alleged damage to vehicle

Caused of damage e.g. pothole, struck debris etc.

Additional information:

(i) Where an Company vehicle is involved in any damage, the Traffic Customer Care Line Operator shall obtain from the caller the registration of any Company vehicle involved. Such data shall be controlled in accordance with the Data Protection Act 1998.

Appendix H/5: Network Customer Information Sign Showing Customer Contact Telephone Number



CO Name = The name of the Company

Appendix H/6: Principles and Process Governing the use of Social Media

1. Introduction

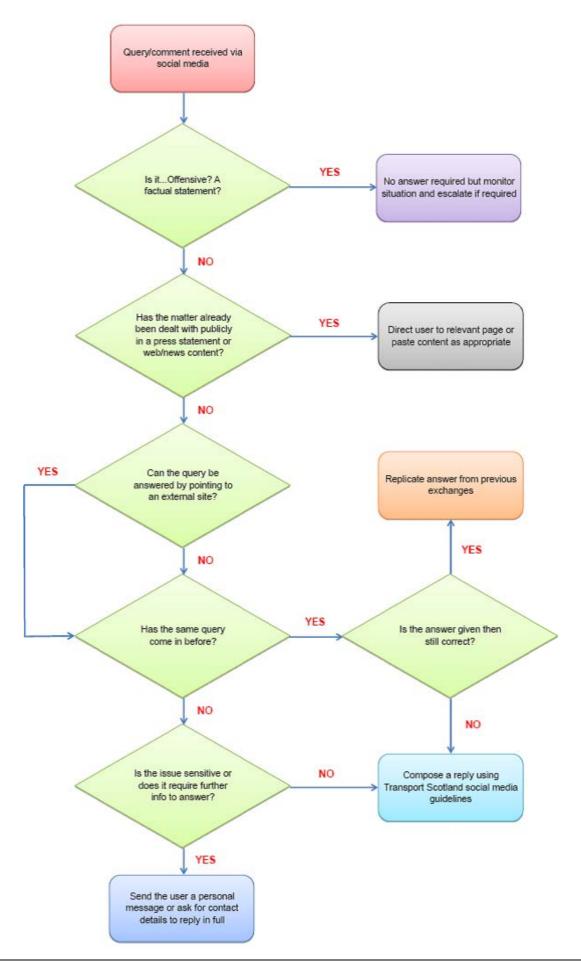
1.1. Social media is the term commonly given to websites and online tools which allow users to interact with each other in some way – by sharing information, opinions, knowledge and interests. As the name implies, social media involves the building of communities or networks, encouraging participation and engagement.

2. Principles

- 2.1. These principles shall apply to online participation in social media and set out the standards of behaviour expected of the Company:
 - 2.1.1. Be professional, remember that Company and its staff are ambassadors for the Company and the Scottish Government. Wherever possible, staff shall disclose their position within the Company.
 - 2.1.2. Be responsible, be honest at all times and when the Company gains insight, share it with the Contracting Authority where appropriate.
 - 2.1.3. Be credible, accurate, fair, and thorough.
 - 2.1.4. Always remember that participation online results in the Company's comments being permanently available and open to being republished in other media.
 - 2.1.5. Never give out personal details like home address and phone numbers.
 - 2.1.6. Stay within the legal framework and be aware that defamation, copyright and data protection laws apply.

3. Process for Replying through Social Media.

3.1. The following process shall be followed when replying through social media:



APPENDIX I - MEDIA ENQUIRIES

Media Enquiries and Procedure and Media Enquiries Form

Appendix I/1: Media Enquiries and Procedure

1. Procedure

- 1.1. This procedure sets out the arrangements for handling media enquiries received by the Company.
- 1.2. The Media and Communications Officer shall speak for the Company and shall liaise with the Transport Scotland media desk.
- 1.3. Information requested, and the Company's proposed response, shall be recorded on the media enquiry form provided in Annex 3.5/B of this Part and this shall be sent immediately to the Contracting Authority, the Performance Audit Group and the Transport Scotland media desk.
- 1.4. The Company shall identify on the media enquiry form further actions required and the proposed response, together with the timescale proposed for undertaking the further actions.
- 1.5. The Media and Communications Officer shall telephone the Transport Scotland media desk to discuss the proposed response within one hour of the media enquiry form having been sent.
- 1.6. The Company shall have discretion to give an immediate response when the media question is about factual, non-controversial matters. In these circumstances, the Transport Scotland media desk and the Contracting Authority shall be notified immediately of such questions and responses using the media enquiry form. The form shall be marked 'Factual Non Controversial Media Call' for identification purposes.
- 1.7. Any media questions on Transport Scotland and Scottish Government policy, Transport Scotland or Scottish Government funding or matters where there is a possibility of political sensitivity shall be passed to the Transport Scotland media desk for action.
- 1.8. A copy of the Transport Scotland response shall be passed to the Media and Communications Officer by the Transport Scotland media desk for information.
- 1.9. The Media and Communications Officer shall maintain frequent and regular contact with the Transport Scotland media desk. The Transport Scotland media team shall be notified of all contact from television companies, radio stations and the press with the Media and Communications Officer and shall be given the opportunity to comment on all proposed media statements other than those described above.
- 1.10. All media releases from the Company shall be sent to the Contracting Authority, the Performance Audit Group and the Transport Scotland media desk.

Appendix I/2: Media E	inquiries Form		
To			
From			
		information requested by th and Transport Scotland.	ne following organisation tha
Source of Enquiry			
Organisation	Contact	Date and Time received	Company Contact and telephone number
Details of Enquiry			
Details of Proposed F	Response		
Further Action Propos	sed		
Deadline			
This notice has been	sent to		
Name			Transport Scotland media officer
Name			TRBO
Name			Performance Audit Group

APPENDIX J - NEW ROADS AND STREET WORKS ACT 1991

Additional Requirements

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Appendix J: Additional Requirements Relating to the 1991 Act

1. The Scottish Road Works Register

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

2. The National Street Gazetteer

- 2.1. Establishing and Maintaining the Gazetteer
 - 2.1.1. The Company shall within 7 weeks of commencement of the Service Period complete a review of the entries and the associated data referred to in paragraph 3.1 of this Appendix J for the O&M Works Site and contained in the National Street Gazetteer which is published by the Ordnance Survey, and update the Scottish Road Works Register. Within this 7 week period the Company shall bring the gazetteer up-to- date and thereafter keep it up-to-date at all times. Where this updating requires assistance from the local authorities the Company shall provide the necessary information to allow the local authorities to update the National Street Gazetteer.

3. Designations

3.1. Reviewing and Updating of Designations

- 3.1.1. Before the Restricted Services Commencement Date the Company shall access from the Scottish Road Works Register the inventory of the existing associated data consisting of:
 - (i) the designation of traffic sensitive roads;
 - (ii) the designation of roads with special engineering difficulties;
 - (iii) the designation of protected roads;
 - (iv) the reinstatement categories; and
 - (v) all non-statutory designations for the roads within the O&M Works Site.
- 3.1.2. The Company shall keep under review the associated data for all the roads within the O&M Works Site and shall provide a report to the Scottish Ministers with recommendations for any changes to the associated data for the roads within the O&M Works Site no later than 7 weeks after the commencement of the Service Period and annually thereafter.
- 3.1.3. The Company shall obtain the written consent of the Contracting Authority before:
 - (i) Adding;
 - (ii) Removing; or
 - (iii) Amending;

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

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

4. Inspections and Investigatory Work

- 4.1. Requirements
 - 4.1.1. Pursuant to the requirements of sections 131 and 134 of the 1991 Act the Company shall prepare and submit to the Contracting Authority the Company's programme of:
 - (i) investigatory inspections;
 - (ii) investigatory works;
 - (iii) coring; and
 - (iv) testing;

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

- 4.1.2. The Company's first programme shall be provided to the Contracting Authority not later than 30 days prior to the Full Services Commencement Date and not later than 30 April in each Contract Year thereafter.
- 4.1.3. The programme for the first Contract Year shall be prepared by the Company in consultation with the adjacent North East Management Unit who shall have been responsible for the existing roads of the trunk road network within the O&M Works Site.
- 4.1.4. The Company shall carry out inspections and investigatory works in addition to that identified in paragraph 4.1.1 and shall ensure as a minimum all the following

inspections shall be undertaken on 100 per cent of reinstatements within the O&M Works Site:

- (i) an inspection to all reinstatements during the Undertaker's initial reinstatement works which shall not otherwise have been inspected in accordance with the requirements of code of practice;
- (ii) a further inspection within 28 days of the date on which the excavation commenced; and
- (iii) investigatory works, including coring when relevant, of reinstatements where any Defects are observed.
- 4.1.5. In addition to the inspections and investigatory works to be executed by the Company in accordance with paragraphs 4.1.1 and 4.1.2 of this Appendix J the Company shall carry such further inspections and investigatory work as shall be necessary to confirm an Undertaker's liability and to deal with any defects that shall be the responsibility of an Undertaker.
- 4.1.6. The Company shall report in a format acceptable to the Contracting Authority:
 - (i) the results and analysis of results of all inspections and investigatory works as part of the monthly report required in accordance with paragraph 7.1.3 of this Appendix J; and
 - (ii) an annual report in respect of each coring programme in accordance with the requirements of paragraph 7.1.5.

The Company shall liaise with the local authorities regarding the national coring programme. The Company shall submit to the Contracting Authority in accordance with the requirements of Section 27 of this Part 1 proposals for a coring programme to assist the national coring programme. The Contracting Authority shall consider the coring programme submitted by the Company in accordance with the Liaison Procedures of Part 9 of these O&M Works Requirements. One electronic copy and one paper copy of the results of the coring programme executed by the Company shall be forwarded to:

- (iii) the local authorities carrying out the national coring programme; and
- (iv) the Contracting Authority.
- 4.1.7. The results of all inspections and investigatory works shall be analysed and retained in a register of inspections and investigatory works or reinstatements which the Company shall establish and keep up to date at all times.
- 4.1.8. Where Defects in reinstatements carried out by Undertakers shall be identified by inspections and investigatory works the Company shall pursue the relevant Undertaker and require it to rectify such defects within the periods set out in the relevant codes of practice or, if no period is set out, within 30 days.
- 4.1.9. If the Undertaker fails to rectify the defect within the required time the Company shall advise the Contracting Authority of the matter along with its written recommendations.
- 4.1.10. The Company shall provide the Contracting Authority with a report every 3 months commencing 3 months after the Full Services Commencement Date of the sums due by each Undertaker during the preceding 3 month period together with any necessary information to support the reason for the fees charges and penalties.
- 5. Duties in Relation to Road Works Authority and Bridge Authority

5.1. Requirements

- 5.1.1. Notwithstanding any other provisions of this Agreement except where specific provision has been made the Company shall undertake the following duties to enable the Scottish Ministers to comply with their obligations as road works authority and bridge authority in accordance with the requirements of sections 122 and 147 of the 1991 Act:
 - (i) liaison with Undertakers about plans and sections for proposed work associated with Structures in the O&M Works Site and submission to the Contracting Authority for their written consent details of each Undertaker's proposals together with the Company's recommendations in regard to the Undertaker's proposals within three Business Days of the receipt by the Company of the Undertaker's proposals. The Contracting Authority shall communicate its decision on such matters referred to him to the Company in writing. On receipt of such decisions of the Contracting Authority the Company shall immediately communicate such decisions to the Undertaker in writing;
 - (ii) monitoring the progress of work in on or adjacent to Structures on the O&M Works Site at all stages of the Undertaker's work and report to the Contracting Authority when the Company considers that:
 - (a) progress shall not be in accordance with the programme; or
 - (b) work shall not be being carried out in accordance with the designs and specifications consented to by the Company or the Contracting Authority;
 - (iii) updating the Trunk Road Bridges Database and obtaining as-built records of all work referred to in this Section 5.1 of this Appendix J from the Undertaker and storing them in the Company's Structure record file for the particular Structure affected by the Undertaker's work; and
 - (iv) submitting a copy of such records to the Contracting Authority within 30 days of the Undertaker's work being completed.

6. Private Apparatus

- 6.1. Company Obligations
 - 6.1.1. Before the Full Services Commencement Date the Company shall liaise with the North East Management Unit responsible for any part of any road in the O&M Works Site and shall collect any details of existing private Apparatus installed pursuant to permission to execute road works under section 109 of the 1991 Act or Section 61 of the Roads (Scotland) Act 1984 or under any other agreement with the Scottish Ministers or the Contracting Authority.
 - 6.1.2. Among the owners of private apparatus is Trafficmaster, which has a license from the Scottish Ministers to:
 - (i) Install;
 - (ii) Maintain;
 - (iii) Operate;
 - (iv) Alter; and
 - (v) Upgrade;

equipment used for monitoring traffic conditions.

The equipment consists of sensors fixed to bridge parapets over the carriageway or located in verges and transmission boxes at the side of the roads. Trafficmaster shall be required to give a minimum of six weeks' notice to the Scottish Ministers of installation of additional equipment.

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

7. Other Duties

- 7.1. Liaison Monitoring and Reporting
 - 7.1.1. The Company shall attend the meetings of the regional road authorities and utilities committees as formally constituted under the statutory requirements of the 1991 Act whose areas of responsibility include the roads within the O&M Works Site. These meetings shall be held 4 times per year. The Company shall also attend local road authorities and Undertaker meetings as shall be necessary to ensure effective co-ordination of Operations and work by authorised contractors and Undertakers on the O&M Works Site.
 - 7.1.2. Before the Full Services Commencement Date the Company shall have agreed with the Contracting Authority key performance indicators for the Undertakers and shall thereafter collect statistics in pursuance of demonstrating the performance of the Undertakers in relation to their obligations under the 1991 Act, and:
 - (i) relevant statutory instruments;
 - (ii) statutory and non-statutory codes of practice;
 - (iii) rules;
 - (iv) regulations;
 - (v) Orders;
 - (vi) notices;
 - (vii) directions;
 - (viii) consents;
 - (ix) permissions;
 - (x) best practice guidance documents; and
 - (xi) advice notes.
 - 7.1.3. The Company shall provide monitoring information and performance assessment reports to the Contracting Authority on all Undertakers with Apparatus or equipment on the O&M Works Site on a monthly basis in accordance with the requirements of paragraph 1.3.1 of Part 7 of the O&M Works Requirements.
 - 7.1.4. The Company shall provide annual reports on the performance of the Undertakers to the Contracting Authority not later than two months after the end of each Contract Year.

7.1.5. The annual report shall:

- (i) include a review of the effectiveness of the key performance indicators in measuring the performance of the Undertakers; and
- (ii) propose any amendments and additions which are necessary to improve the effectiveness of the performance monitoring.

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

8. Enforcement

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

APPENDIX K - SIGNING

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1. Tourist Signposting

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

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

- 1.2. The Company shall undertake the duties of the trunk road operator as described in the Trunk Road and Motorway Tourist Signposting Policy.
- 1.3. The Company's duties shall include but shall not be limited to:
 - 1.3.1. act as Home Traffic Authority (as defined in the document Trunk Road and Motorway Tourist Signposting Policy and Guidance) where access is direct from a trunk road;
 - 1.3.2. providing full advice on each application under the headings set out in Section 11.2 of the Trunk Road and Motorway Tourist Signposting Policy;
 - 1.3.3. considering the relevant local authority's tourist signposting policy when making recommendations on applications;
 - 1.3.4. advise VisitScotland of tourist operators which are given tourist signs (brown or otherwise);
 - 1.3.5. advise when tourist signs are at the end of their serviceable life and identify their locations;
 - 1.3.6. when notified by VisitScotland, advise of any signs which no longer have accreditation from VisitScotland:
 - 1.3.7. the operation of flaps and covers on existing and new signs; and
 - 1.3.8. inspecting and recording the tourist operator's credentials.
 - 1.3.9. The Company shall implement the process set out in the flow chart shown in paragraph 11.4 of the Trunk Road and Motorway Tourist Signposting Policy.
- 1.4. When responding to applicants the Company shall use the model letter set out in:
 - 1.4.1. annex C(1) to the Trunk Road and Motorway Tourist Signposting Policy along with the schedule at annex C(2) to that policy; or
 - 1.4.2. annex D to that policy

whichever shall be appropriate.

- 1.5. The response shall be suitably amended to reflect the change of responsibility from Secretary of State for Scotland to the Scottish Ministers. The Company shall issue to the Contracting Authority a copy of the signed letter of agreement duly completed by the applicant.
- 1.6. Details of each sign and associated road restraint system shall be added to the RMMS inventory as referred to in these O&M Works Requirements.

2. Temporary Traffic Signs to Special Events

- 2.1. The Company shall undertake the authorisation of temporary traffic signs to special events including, but not limited to:
 - 2.1.1. major sporting events;

- 2.1.2. festivals and concerts;
- 2.1.3. special exhibitions; and
- 2.1.4. other public gatherings.
- 2.2. Where special events shall require carriageway or road closures the Company shall follow the procedures referred to in Section 12.
- 2.3. The Company shall immediately notify the Contracting Authority of the details of each request for authorisation for temporary traffic signs to special events.
- 2.4. When making a decision on authorisation of temporary traffic signs the Company shall follow:
 - 2.4.1. the "Provision of Temporary Traffic Signs to Special Events" issued by the Department of Transport in May 1993 or any subsequent update thereof; and
 - 2.4.2. any advice issued by the Scottish Ministers.
- 2.5. A decision on each application shall generally be given to the applicant within 14 days of receipt of the application.
- 2.6. Temporary traffic signing for special events shall be erected for a limited period to guide traffic to public events.
- 2.7. The Company shall ensure that temporary traffic signs shall be removed as soon as practicable after conclusion of the public event to which they relate.
- 2.8. If such signs shall not be removed within 48 hours of the end of the public event they shall be treated as unauthorised signs as referred to in section 3 of this Appendix K.

3. Unauthorised Signs

- 3.1. The Company shall identify and advise the Contracting Authority of the details of any unauthorised signs outside the O&M Works Site which may be causing a distraction to drivers in order for the Contracting Authority to notify the local planning authority responsible for authorising such signs.
- 3.2. The Company shall identify any unauthorised signs which shall be placed within the O&M Works Site.
- 3.3. The Company shall take all reasonable steps to determine the ownership of any such unauthorised signs.
- 3.4. Where an unauthorised sign shall be located within the O&M Works Site and the ownership of the sign shall be known the owner shall be contacted by the Company and requested to remove the sign within 2 days.
- 3.5. If this action shall not be successful the Company shall within a further 5 Business Days provide the Contracting Authority with sufficient information to allow the Contracting Authority to issue to the owner a notice to have the sign removed under Section 87 of the Roads (Scotland) Act 1984.
- 3.6. The Contracting Authority shall notify the owner in writing:
 - 3.6.1. of the location of the relevant unauthorised sign;
 - 3.6.2. of a prescribed date, that shall be not less than 20 Business Days from the date of such notification, by which time the owner is to collect the unauthorised sign; and
 - 3.6.3. that the Company may dispose of the relevant unauthorised sign if it is not collected by the owner by the prescribed date.

- 3.7. Should the unauthorised sign not be collected by the prescribed date stated in the notification, the Company shall remove and dispose of the relevant unauthorised sign and inform the owner in writing thereof.
- 3.8. A copy of any such notice shall be sent by the Contracting Authority to the Company.
- 3.9. If the owner of the unauthorised sign fails to remove it within the timescale stated in the notice the Company shall remove the sign within 2 Business Days to a suitable storage area provided by the Company to be available for collection by the owner.
- 3.10. The Company shall pursue recovery of all costs associated with the removal of an unauthorised sign directly from the owner of such signs.
- 3.11. The Company shall on receipt of payment for removal and storage costs from the owner of the sign notify the owner in writing of the location thereof and require the owner to collect such sign by a prescribed date which shall be not less than 14 days from the date of the letter.
- 3.12. Should the sign not be collected by the prescribed date stated in the letter the Company shall dispose of the sign and inform the owner in writing thereof.
- 3.13. Where ownership of the sign cannot be determined the Company shall remove the sign as soon as practicable to a suitable storage area provided by the Company where it shall be held for 28 days before being disposed of by the Company.
- 3.14. Should the owner identify himself during this time the process as referred to in this section 3 of Appendix K shall be followed.
- 3.15. The Company shall keep records of all actions and transactions related to the requirements of this section 3 of Appendix K.

4. Election Advertisements on Trunk Roads

- 4.1. The placing of election advertisements within the O&M Works Site is not permitted. Any registered political party, registered third party or election candidate who approaches the Company seeking authorisation for election advertisements shall be informed of this policy.
- 4.2. Should the Company become aware of any election advertisements placed within the O&M Works Site, the Company shall:
 - 4.2.1. immediately remove the election advertisements to a suitable storage area provided by the Company to be available for collection by the owner;
 - 4.2.2. notify the owner in writing that the election advertisements have been removed and the location where they can be collected by a prescribed date which shall be not less than 10 Business Days from the date of the notification; and
 - 4.2.3. dispose of any election advertisements not collected by the owner by the prescribed date.
- 4.3. The Company shall keep records of all actions related to the requirements of paragraphs 1.4.1 and 1.4.2 of Part 7.

5. Truckstop Signposting

- 5.1. The Company shall adhere to the Scottish Ministers' policy on truckstop facilities signposting as contained within the document *Signposting of Truckstop Facilities from Motorways and Other Trunk Roads Policy and Guidance* as published by Transport Scotland.
- 5.2. The Company shall follow the evaluation process defined within Part II of the document Signposting of Truckstop Facilities from Motorways and Other Trunk Roads Policy and Guidance.

- 5.3. The Company shall liaise with the local road authority and the applicant as necessary for the implementation of approved signing schemes.
- 5.4. The Company shall provide the Contracting Authority with the application together with their assessment and report required in accordance with the document Signposting of Truckstop Facilities from Motorways and other Trunk Roads Policy and Guidance and other associated documentation.
- 5.5. The Company shall:
 - 5.5.1. consider the relevant local authority's signposting policy when making recommendations to the Contracting Authority on applications;
 - 5.5.2. advise the Scottish Ministers when truckstop signs are at the end of their serviceable life and identify their locations; and
 - 5.5.3. remove signs after consultation and consent from the Contracting Authority that in line with Transport Scotland procedures, are no longer required due to the truckstop facility no longer being in operation or as a result of a failure on the part of the truckstop facility provider to comply with their agreement with Transport Scotland.
 - 5.5.4. The Company shall ensure the details of each sign and associated road restraint system shall be identified and recorded in the Integrated Roads Information System.

APPENDIX L - THIRD PARTY CLAIMS

Forms and Records

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Part 1: Overall Requirements

1. FORMS

(a) TPCN Form

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Don't 4	Ala aut via via alf
Part 1	- About yourself
1.	Name
2.	Address
_	
3.	Occupation
4.	Date of Birth
5.	Daytime Telephone Number (including STD code)
Dart 2	- About your vehicle (if damaged)
Pail 2	- About your vernicle (ii damaged)
1.	Class (e.g. car, lorry, motorcycle, moped, bicycle)
2.	Make and Model
3.	Registration Number (if motor vehicle)
4.	Name and address of insurers
5.	Policyholder's name (if not claimant)
6.	Have you claimed from your insurers in respect of this incident?
<u> </u>	YES No
7.	
7.	If YES policy number

About your accident
Time and date of incident
Location of incident. If you have any photographs relating to the incident please enclose them. (See also 8 below re sketch)
In which direction were you travelling?
Please tick the box(es) which best describe(s) conditions at the time of the incident The road/footpath was wet dry icy other The weather was clear foggy raining snowing other
At what speed were you travelling? (pedestrians should indicate if they were walking/running etc)
What warning signs did you see, if any, immediately before the incident
Brief descriptions of the events leading up to, during and immediately after the incident
Please provide in the space below a sketch of the location of the incident showing landmarks such as bridges, road signs, motorway marker posts etc.

Part 4 -	Particulars of damage and/or loss
1.	Details of damage to vehicle
2.	Details of damage to property or other material loss
3.	Did you suffer any physical injury as a result of this incident? YES NO
	If YES please complete the CRU Section of this form. Please also describe your injuries and indicate who treated you and when
4.	Amount of claim (please enclose written estimate/receipts) £
5.	If you are making a claim in respect of personal injuries please complete the mandate attached. This document authorises the hospital or general practitioner who treated you to disclose your medical history or conditions only as regards the injuries you sustained arising from the circumstances of this claim. Complete the mandate in BLOCK CAPITALS. Do not detach it. Your attention is also drawn to the need to complete the enclosed CRU Section form.

Mandate
(Enter below the full name and address of the hospital or general practitioner who treated you)
l,
(enter your full name and address)
hereby authorise you to provide to the Company and/or to the Contracting Authority and/or to the Scottish Ministers a full medical report or full statement of my medical history relative to injuries sustained by me on (enter date) as a result of (enter circumstances)
Signature Date
NAME IN BLOCK CAPITALS

Part 1: Overall Requirements

	Please provide names and addresses of	other occupants of your vehicle (if any)
	Name	Name
	Address	Address
	Name	Name
	Address	Address
2.	Were the Police involved?	s No
	If YES please give details	
3.	If YES please give details	other witnesses to the incident and say why they orist)
	If YES please give details Please provide names and addresses of are witnesses (e.g. passer-by, other motors)	
	If YES please give details Please provide names and addresses of are witnesses (e.g. passer-by, other moto	orist)
Part 6	If YES please give details Please provide names and addresses of are witnesses (e.g. passer-by, other moto	orist)
	If YES please give details Please provide names and addresses of are witnesses (e.g. passer-by, other moto	r information you think is relevant to the claim or
art 6	Please provide names and addresses of are witnesses (e.g. passer-by, other moto	r information you think is relevant to the claim or make
art 6	Please provide names and addresses of are witnesses (e.g. passer-by, other moto	r information you think is relevant to the claim or make
art 6	Please provide names and addresses of are witnesses (e.g. passer-by, other moto	r information you think is relevant to the claim or make
Part 6	Please provide names and addresses of are witnesses (e.g. passer-by, other moto	r information you think is relevant to the claim or make

(b) CRU Section

*Delete as appropriate

Part 1: Overall Requirements

ONLY TO BE COMPLETED IF YOU SUFFERED PHYSICAL INJURY

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

not detach this form)
Full Name
National Insurance No
Details of your solicitor or representative (if appropriate)
Name
Address
Post Code
Reference
Details of your employment at the time of the accident (if appropriate)
Name of Employer
Address
Post Code
Department
Clock or Works Number
I declare that the above information is correct to the best of my knowledge.
Signed
*Claimant/claimants representative
Block Capitals

CRU 1 Form



Notification of a claim for compensation PLEASE USE CAPITALS WHEN COMPLETING THIS FORM ALL PARTS SHOULD BE COMPLETED UNLESS STATED OTHERWISE

Injured Person's details	Sex Select F for female, M for male F
National Insurance Number	Date of Birth Office use Enter V or NV
Surname	Date of Death Office use: Enter V or NV
First Forename	Address
Other Forename	
Any other known surname(s) eg. Maiden name	
Title	Postcode
Reason for claim as alleged by the Injured	Person
If accident or alleged clinical negligence:	Full description of injuries resulting from the accident (state Left or Right where appropriate) and condition/reason for which compensation is claimed.
Date of accident/incident	
If disease:	Name of disease – if compensation is also being claimed for condition(s) prior to disease being diagnosed, give those details as well
Office use: Disease code	
Type of Liability E for Employer P for Public M for Motor	C for Clinical Negligence O for Other
Compensator details	On behalf of: (Enter name of compensator if representative's details given opposite)
Name of compensator or compensator's representative	Your reference
DX address or postal address	Name of Insured or Policy Holder
	Telephone
Postcode	Fax
CRU1	

Injured Person's Representative Details	
Name of representative	Reference
	Talanhana
	Telephone
DX address or postal address	Four
	Fax
Postcode	
Hamital desetta	If the incident is on or after 29.01.07 and the
Hospital details All incidents on or after 29.01.07	compensator is the same as the Trust, or in Scotland the NHS Board who provided treatment, do not
Road Traffic Accidents only before 29.01.07	provide own hospital details.
Did the injured person receive NHS treatment because of	of the incident? Yes□ No□
Give details of the hospital(s) or trust(s) the Injured Person a	
Name & Address of hospital (1)	Name & Address of hospital (2)
Address	Address
Postcode	Postcode
For Road Traffic accidents before 29.01.07: - If y	you are claiming exemption from recovery of NHS y compulsory insurance, (section 144, Road Traffic
Act 1988) state category of exemption here:	y comparatory madrance, (section 144, rioda franc
Employment details Only complete in disease	
Only complete in disease	ase cases or if date of accident is before 06.04.1994
Did the Injured Person work for an employer at the Was the Injured Person absent from work prior to 0	
of the disease/condition(s) for which compensation	
	er(s) and employee payroll number, if known, on a
separate sheet and attach it to this CRU1. If this is details of any SSP paid when you request a Certific	s an Employer Liability claim you must also provide cate of Recoverable Benefits.
Do you require a certificate of recoverable	benefits
Discourse of a contificate of recoverable benefits and if approxi	enriete e certificate of NHS charmon, Van Na Na
Please send a certificate of recoverable benefits and if appro	opinate a certificate of NHS charges. Test No
What to do now Send this form to:- Comper	
What to do now Durham Washin	TD
Tyne &	Wear Fax. 0191 2252324,
NE38 7:	
OFFICE USE STB STB STB	AA DWA
Benefit Offices DISB JSA	DLA
Scrutinized by:	CRU Ref:

2. RECORDS

(a) TPCCR Form

Claim Re	eference Number
1.	Company
2.	Trunk Road and Exact location of incident (sketch, OS extract, photograph etc. shall be attached)
3.	Date and Time of Incident
4.	State source of information provided at question 2 and 3 above
	Particulars of witnesses (other than those provided by claimant) to the incident. If Company employees this shall be stated and precognitions attached.
	Name
	Name
5.	Were the Police involved? YES NO
6.	Does the claim refer to an incident alleged to be due to roadworks? YES NO If YES, by whom were the works being carried out? Local Authority ContractorPublic Utility
7.	Local Authority, Contractor, Public Utility name and address if appropriate

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

3					
	Had the Company received notice or were they otherwise aware of the defect or obstruction prior to the incident?				
	If unaware please comment on why regular inspections failed to identify the defect?				
	What is the inspection regime for this Trunk Road? (7 day, 28 day etc)				
	Please include records of dates and findings (Routine Management and MaintenanceSystem output) of inspections immediately before and after this incident				
	How was the inspection carried out? (on foot, by van etc)				
	If by van state whether the driver, driver and mate etc				
	When had work last been undertaken at the Site, and by whom, prior to the incident?				

relevant information including details of any damage to Scottish Ministers Property.					

14.	Company's views on liability. Please indicate whether any reasonable action could have prevented this accident and whether there are other grounds for treating the claim sympathetically.						
45	Company and the district						
15.	Form completed by: NAME IN BLOCK CAPITALS						
	Designation	Telephone No.					
	Signature	Date					
16.	Form Countersigned by Traffic Officer						
	Signature	Date					

(b) Records for Damages to Crown Property

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

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

Notes on completion of fields

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

(1) DCPCR

Fields shall be as listed below:

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

(2) DCPCRR

Fields shall be listed below:

- (i) Unique damage identifier;
- (ii) Date damage logged;
- (iii) Date of repair replacement and clearance;
- (iv) Location of damage Site;
- (v) Details of damage and repair;
- (vi) Name of culprit;
- (vii) Status with regard to recovery;
- (viii) Date Contracting Authority notified where cost of repair replace and clearing exceeds £10,000;
- (ix) Final Company costs for:
 - (a) Repair replacement and clearance of damage
 - (b) Incident Response
 - (c) Temporary traffic management.
- (x) Final third party costs for:
 - (a) Police report
 - (b) Other (describe source / reason in the records)
- (xi) Amount recovered from culprit;
- (xii) Statement number if appropriate; and
- (xiii) Outstanding balance (difference between cost of repair replacement and clearing and amount recovered).

APPENDIX M - NOT USED

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APPENDIX N - NOT USED

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APPENDIX O - INCIDENT RESPONSE - NOTIFICATION OF INCIDENTS

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Appendix O – Notification of Incidents

Notification of Major, Critical and Minor Incidents

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

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

Type of Service or Role

TSOp - Traffic Scotland Operator

TSMO - Traffic Scotland Media Officer

D - Contracting Authority/Scottish Ministers

NNM – National Network Manager

NM - Network Manager for the O&M Works Site

ANM - Area Network Manager

ILO - Incident Liaison Officer

PAG – Performance Audit Group field engineer

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

Contact Mode

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

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

Email*2 – Email immediately and follow up with telephone call not later than 0900 the next day Daily Record Sheet – see Appendix P

APPENDIX P - INCIDENT RESPONSE - DAILY RECORD SHEET

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Appendix P: Incident Response - Daily Record Sheet

Patr	ol R	outes	S:												
Date	e:					I	Day:								
Оре	rativ	e Na	mes:												
1.		No. o	f Inc	ident	s atte	ende	d (Lir	ne ou	ut for	each	atte	nded	I)		
1	2	3	4	5	6	7	8	9	10	11	12	15	14	15	
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	
															I
2.		Incid	ent C	all O	uts -	Inse	rt Re	ferei	nce N	umb	er				
1.									6.						
2.									7.						
3.									8.						
4.									9.						
5.								1	10.						
3.		Incid	ent(s) of N	Note -	· Inse	ert Re	efere	nce N	lumb	er				
1.								1	2.						
3.								4	1.						
4.		Defe	ct Ide	entific	ation	n - In	sert l	Refe	rence	Nun	nber				
1.									5.						
2.									6.						
3.									7.						
4.									8.						

5. Roadside Assistance to Public

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

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

	Time Spent (Minutes)

7. Safety Patrol(s)

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

Schedule 4 O&M Works Requirements

Part 1: Overall Requirements

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

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

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

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

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APPENDIX Q - INCIDENT RESPONSE - FATAL ACCIDENT NOTIFICATION

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Appendix Q: Incident Response - Fatal Accident Notification

FATAL ACCIDE	NI NOTIFICATION	<u>ON (PART 1</u>)		
ACCIDENT REF	FERENCE			
ACCIDENT DET	AILS			
Locus				
Route No	and c/way type		Grid Refere	ence
Time		Day		Date
Council Area		Police Area		Police Ref No
Weather			Road Cond	ition
Road Works			Light cond	ition
VEHICLE DETA	ILS			
CASUALTY DE	TAILS			
Prepared by:			Date	
Sent to:			TS Area Ma	
				c Road Safety Officer
			Contracting	a Authority

- * The Company shall inform the Contracting Authority, Transport Scotland's area manager, network manager, area network manager and strategic road safety officer immediately by email after the Incident and submit this form within 24 hours.
- ** At an appropriate time after the Incident, ordinarily within 28 days, the Company should arrange a suitable date to visit the site with representatives from Transport Scotland's accident investigation team and the Police to record the nature of the locus and establish whether any further details have come to light. The site visit is intended to ascertain at that time whether an AIP investigation is worthwhile. Following the site visit, Part 2 of this form shall be completed and submitted electronically to Transport Scotland.

OCATION PLAN					
OCATION FLAN					

No of photos at Company's discretion	
	No of photos at Company's discretion
AL ACCIDENT NOTIFICATION AILS OF INCIDENT RESPONSE UNDERTAR	KEN BY THE COMPANY

Schedule 4 O&M Works Requirements

ADDITIONAL NOTES			

FATAL ACCIDE	ENT NOTIFICATION	<u>ON (PART 2</u>)			
JOINT SITE OB	_				
ACCIDENT REF					
ACCIDENT DET	ſAILS _				
Locus					
Route No and	c/way type		Grid		
Time		Day		Date	
Council		Police Area		Police Ref No	
Weather			Road		
Road Works			Light		
SITE VISIT DET	AILS				
	time of inspection		1	1	
	ther at time of s endees at meeti			Road	
OVERALL DES	CRIPTION OF TI	HE LOCUS AND	SITE OBSEDVAT	TIONS	
OVERALL DES	CRIPTION OF TR	TE LUCUS AND	SIIE UBSERVAI	IONS	

Schedule 4 O&M Works Requirements

width	Road Surface	
Speed Limit	Road Studs	
Is kerbing present?	Drainage type	
Is footway present?	Verge width	
Carriageway markings	Street Lighting	
Road signs or safety barrier present	Other street furniture	
Pedestrian Crossing	Vehicle hit object off c/way	
FATAL ACCIDENT REPOR	T FORM SUPPLEMENTARY PHOTOGRAPHS	
FATAL ACCIDENT REPOR	T FORM SUPPLEMENTARY PHOTOGRAPHS	
FATAL ACCIDENT REPOR	T FORM SUPPLEMENTARY PHOTOGRAPHS	
FATAL ACCIDENT REPOR	T FORM SUPPLEMENTARY PHOTOGRAPHS	
FATAL ACCIDENT REPOR	T FORM SUPPLEMENTARY PHOTOGRAPHS	

SUMMARY

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

	rick as appropriate							
a) An accident investigation report is undertaken a programme.	s part of the current year's							
b) An accident investigation study is not required at this time.								
c) A copy of the Police fatal accident report is obta 7.	c) A copy of the Police fatal accident report is obtained when it becomes available.							
Prepared by:	Date							
Sent to:	TS Area Manager							
	TS Strategic Road Safety Officer							
	Contracting Authority							

A copy of the form should be retained by the Company and copies submitted to the Contracting Authority, Transport Scotland and the Police.

FATAL ACCIDENT PROCEDURES GUIDE

The Company shall notify the following personnel within the Contracting Authority and Transport Scotland in the case of an Incident involving a fatality **immediately by e-mail:**

Managing Agent

Transport Scotland's Area Manager

Transport Scotland's Network Manager

Transport Scotland's National Network Manager

Transport Scotland's Strategic Road Safety Officer (strategicroadsafety@transportscotland.gsi.gov.uk)

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

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

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

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

APPENDIX R - NETWORK OPERATIONS

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Appendix R/1– Contact List of Network Operations Service Providers

Group A - Main Network Operations Service Provider Traffic Scotland Operations and Infrastructure Services Contractor

AMEY OW Ltd

Precision House

Off McNeil Drive

Eurocentral

ML1 4UR

For the purposes of this Part the Traffic Scotland Operations and Infrastructure Services Contractor undertakes the following roles:

- 1) Traffic Scotland Operator (delivers the Traffic Scotland Service)
- 2) Traffic Scotland Maintenance Contractor
- 3) Transport Scotland's Traffic Database Contractor

Group B – Other Network Operations Services Providers working on the Trunk Road Post Deliver Support Contractor – Cubic Cubic Transportation Systems (ITMS) Ltd

Cavendish House

Clearwater Park

Prince's Wharf

Stockton-On-Tees

TS176QY

Transport Scotland Systems Contractor

TBC - Contract award 2016

Appendix R/2 – Network Access Form for the Request of Information on Planned Operations, Works Contracts, Works and Events from Utilities and Other Third Parties

Input Company references and logo in this area (Document, Issue, Related To, Page													
	. etc.)	J											
													\top
<u> </u>													_
		E	sefore comp			e read the coggeton to carry ou					Juir e	ments	for
									_				
Documents required	with application	Req	Rec'd	App'd	Sign'd			U	nit				
Location Plan									-				
Site Specific TM layout							F	Ref N	lo.				
SRWR ref									ı	_	_		_
	Bood Ononing Bounit						CDWD I	7 - £ N					
Planning Consent Approva	Road Opening Permit						SRWR F	Ket N	10.				
Planning Consent Approva	<u> </u>							epot					
TM Method Statement							appl	icab	le)				
			<u> </u>				•						
					or of Wor								
			raffic Mai	<u>nagemen</u>	t Contract	tor:							
Contractor for the Works:													
Contractor Address:						He	ad Office	Tel					
							e Contac						
						Co	ntractor	24hr	Tel:				
						Tra	ffic Man	. 24h	ır Te	l:			
Contractor Email Address:													
Route No.:										_	_		
Location:								1		_	_		
OS Start		E						N		\dashv			
OS End	LIA\	E						N					
OS Centre Point (if applica Start Section (7 digits)	bie)	Е						IN.					
End Section (7 digits)													
Chainage Start****													
Chainage End****													
List sections affected from	start to finish												
		D	escriptio	n of Wor	ks (includ	e directio	1)						

Schedule 4 O&M Works Requirements

Works Supervisor Details:								
Lana Occupation Start Date:	j C	ontact No	o. for Wo	rks Sup			.nation	End Date:
Lane Occupation Start Date: Business Day s	Mon	Tue	Wed	Thu	Fri	Sat	Sun	End Date:
Lane Occupation Start Time*	IVIOIT	rue	vveu	Titu	FII	Jai	Juli	
Lane Occupation End Time*								
Closure Type**:		<u>'</u>						
Lanes Closed***:								
Speed Limit on Road / Proposed Speed Limit:								
Works Method Statement:					Heal	th & S	afety Pl	lan:
Consultation with Local Authorities, Police etc:								
Is Traffic Order required? (If Yes, approval is condit	ional):							
Expected Delays****								
Notes Access shall only be granted on condition that the Traff to the first cone being placed on the network and again	ic Scot when a	land Opei all traffic r	rator is int managem	formed by ent has b	een lift	ed.		
					Com	pany F	Respon	<u>se</u>
* Time Restrictions may apply ** Standard or Relaxation – See Chapter 8 – Traffic Sign Manual					Appr	oval -	Yes / N	lo:
*** L1, L2, L3, slip lane, hardshoulder, lay-by or verge				Sign	ed:			
**** To be completed by the Traffic Officer Date:								
***** Relative to the start of that section								
Required for Automated Diary Facility								
Required for OC Audit trail								
Add to Automated Diary Facility for OC & TS info								

Appendix R/3- Coding for Estimated Traffic Delays

Number	Description	Time
1	Little or no delay	Up to 4 minutes
2	Slight delay	More than 4 minutes but less than 8 minutes
3	Moderate delay	More than 8 minutes but less than 12 minutes
4	Serious delay	12 minutes or more

Escalation of Delays

Base Level - code 1

The base Level is ascribed to any roadworks (as defined) on the O&M Roads, or in adjacent trunk road operating unit or units, or off O&M Roads.

First Level – code 2

The first escalation is to slight delay as defined above. The notification requirements specified within Schedule 3 Part 7 shall apply.

Second Escalation - code 3

The Second escalation is to moderate delay as defined above. The notification requirements specified within Schedule 3 Part 7 shall apply.

Third Escalation - code 4

The third escalation is to serious delay as defined above. The Company shall determine this escalation level and then seek agreement with the Traffic Scotland Operator. Notification requirements specified within Schedule 3 Part 7 shall apply in such circumstances.

Appendix R/4 – Information Required for the Severe Weather Bulletin Board for the Automated Diary Facility

The list below provides up-to-date information regarding any current Severe Weather problems being experienced on roads within the [to be inserted] Police Area which may a have significant impact on your journey.

Last Page Update: [to be inserted]

ROUTE	LOCATION	ROAD STATUS	COMMENTS	INFORMATION FROM	LAST STATUS CHANGE
		Road Open	Snow. Passable with care.	Grampian Police	
			Icy conditions. Passable with care.		
			Single lane operation. Passable with care.		
			Route not recommended unless journey is absolutely necessary.		
		Road Closed	Heavy snow.		
			Drifting snow.		
			Snow clearing in progress.		
			Road estimated to re-open at	Trunk Road Operator	
		Road Re- opened	Passable with care.		
			Single lane operation. Passable with care.		
			Route not recommended unless journey is absolutely necessary.		

Appendix R/5 – Overview of Delay Modelling Tool

Provision of the Delay Modelling Tool

The delay modelling tool facilities shall be supplied by the Contracting Authority.

Access to the Delay Modelling Tool

No later than 25 Business Days prior to the Restricted Services Commencement Date the Company shall provide and maintain at its main office for the Operations a broadband internet connection for access to the delay modelling tool.

Prior to ordering this connection, the Company shall contact the Contracting Authority to confirm the exact requirements.

Features

The delay modelling tool shall use a simple demand/capacity flow model to simulate conditions at a location on the Scottish trunk road network.

The delay modelling tool shall estimate the delay in minutes and the approximate queue length in kilometres resulting from a reduction in operational capacity at a specified location on the Scottish trunk road network. Estimated delays shall take into account delays that are the result of recurrent congestion. The delay modelling tool shall provide a delay value relating to the additional journey time that is in excess of the free flow journey time (total delay) and a further delay value for the additional time in excess of the typical journey time for the specified time of day and day of week (normal delay). The location shall be defined by network link(s), typically junction to junction, or by subsections of a link.

For roadworks that extend over a number of links, the capacity reduction shall be assumed to apply at the most upstream link or section.

Roadworks interventions that affect both directions at a network location shall require separate analysis and identification by the Company.

The delay modelling tool shall estimate the delay cost based on average traffic composition and value of time figures provided by Scottish Transport Appraisal Guidance (Scot-TAG).

A facility to specify an upstream diversion rate as a percentage of the demand flow in vehicles per hour shall be provided. The Company shall use this to estimate the cost saving resulting from the implementation of the diversion.

The delay modelling tool shall have access to tables of normal flow rates and speeds at different times of the day and days of the week for network links that have monitoring facilities. These shall be in three minute or 15 minute periods depending on the level of equipment provision at the location of the monitoring facilities.

The delay modelling tool shall have access to tables of normal journey times for some network links. The Company may use these in addition to the point information from monitoring sites to improve the accuracy of the delay estimation.

The Company shall record the output from the delay modelling tool analysis relating to a confirmed roadworks entry in the Automated Diary Facility using the appropriate Automated Diary Facility identifier.

The delay modelling tool shall provide details of capacity flow rates and capacity reductions for different road types and typical closure scenarios based on values in the DMRB. These may be overridden by a delay modelling tool user.

Data Inputs

The delay modelling tool shall contain appropriate details of:

- (i) Normal traffic flow, speed and composition.
- (ii) Normal link journey times.
- (iii) Link length, free flow speed and journey time and capacity.
- (iv) Value of time figures.

Additional information required to model a capacity reduction shall be required to be entered by a delay modelling tool user; this shall include:

- (i) Location of the works in terms of links and/or sections of links.
- (ii) Chainage in metres from start of link/section to start of works.
- (iii) Length of works.
- (iv) Day(s) of week.
- (v) Start/end time.
- (vi) Lanes closed.
- (vii) Confirmation of free flow speed on the link/section (suggested by the delay modelling tool).
- (viii) Confirmation of link capacity remaining after roadworks implemented (suggested by the delay modelling tool).
- (ix) Expected diversion rate (to estimate benefit of diversion).
- (x) Length of diversion route.

Report Outputs

The Company shall estimate the following information for each model analysis:

- (i) Details of works location (links/sections).
- (ii) The delay in minutes during the period while the roadworks are implemented and until resultant queues have cleared (at intervals of three minutes or 15 minutes).
- (iii) The queue length (at intervals of three minutes or 15 minutes).
- (iv) The total delay in vehicle hours.
- (v) The total queue size in vehicle kilometres.
- (vi) The cost/diversion benefit of the roadworks in terms of lost time/saved time.

Appendix R/6 – Notification of Planned Operations and Works Contracts and Works in the Vicinity of Traffic Scotland Maintained Equipment

Notification of	Sheet Ref		(to be continuous with previous
fixed Traffic Scotland Maintained Equipment			sheets – eg 2006/12):
site events			
	Date:		(date when sheet submitted)
	Name:		(of individual responsible for sheet contents)
	Network Unit/Project::	AWPR/B-T DBFO	

Site Reference	Date (from)	(Date to)	Provisional or Confirmed	Event Details	Remedial Actions Carried Out or Required	Traffic Scotland Service Provider Acknowledged (Date / Initials)	Additional Information
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)

Column Notes:

- A References must be those contained within the inventory information
- B If the Operations take place on a single day then insert that date here, otherwise start of event.

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- C If B does not reflect a single day then insert finish date here.
- D Indicate if dates are provisional or confirmed.

Appendix R/7- Notice to Traffic Scotland Service Provider of Damage or Suspected Damage to Traffic Scotland Maintained Equipment

Notice to Traffic Scotland Sheet Ref: (to be continuous with Service Providers of previous sheets - e.g. damage/suspected damage to 2004/12) **Traffic Scotland Maintained Equipment** Date: (date when sheet submitted) (of individual responsible for Name: sheet contents) **Network Unit/Project:** AWPR/B-T DBFO

Date (s) damage occurred/identified (B)	Type(D)	Organisation which caused damage (if known) (E)	Additional Notes (F)

Column Notes:

- A References must be those contained within the inventory information.
- B Insert the date when the damage occurred or the date the damage was identified indicate which is applicable.
- C Details of the damage and effects of the damage.
- D Insert details of the cause of the damage (if known).
- E Name and contact details of organisation which caused the damage (if known).
- F To include all relevant details not covered elsewhere in the form to include contact details in all cases.

Use separate additional sheets if required, but make reference to them here.

Appendix R/8- Information Required about Planned Operations, Works and Special Events for Completing the Traffic Scotland Roadworks Diary and Special Events Diary

Create NADICS Events Information

Commence Date:	22/02/06	Commence Time	00:01	
Start Date:	22/02/06	Start Time:	00:01	
End Date:	22/02/06	End Time:	00:01	
Entered By:	SW Unit User	When:	Continuously	~
Event Name:				
Event Location:				
Event Details:			_	
		^		
		~		
300 characters rem	aining on your input li	mit		
Event Contact Det	ails:			
				^
				~
Preview Event	Save Event	Events Summary		



Aberdeen Western Peripheral Route / Balmedie-Tipperty AWPR/B-T Managing Agent, Aberdeen Business Centre, Willowbank House, Willowbank Road, Aberdeen AB11 6YG

Tel: 01224 332322 | Fax: 01224 322 361

Email: enquiries@awpr.co.uk | Web: www.awpr.co.uk

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