

SCHEDULE 4 : O&M WORKS REQUIREMENTS

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SCHEDULE 4 : O&M WORKS REQUIREMENTS**PART 8 : THIRD PARTIES**

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1. General

- 1.1 The Company shall comply with the requirements of a Relevant Authority / third party detailed in this Part 8 of these O&M Requirements.
- 1.2. Where within this Agreement there is a requirement to consult with a Relevant Authority / third party the Company shall identify the Relevant Authority / third party and comply with their requirements whether or not such requirements or the Relevant Authority / third party are identified within this Part 8 of these O&M Requirements.
- 1.3. Where as a consequence of consultation with a Relevant Authority / third party a requirement is specified which contradicts any other requirement of this Agreement, the Company shall discuss such with the Scottish Ministers and where appropriate shall introduce a Company Change in accordance with Clause 36.
- 1.4. The Company shall consult with those Relevant Authorities / third parties detailed in this Part 8 of these O&M Requirements as appropriate, and shall where reasonable take account of comments received.
- 1.5. Reference to those Relevant Authorities or third parties within this Part 8 of these O&M Requirements shall mean these Relevant Authorities or third parties or their successor(s).
- 1.6. The Company shall take all necessary measures to avoid causing damage to Apparatus. The Company shall make its own detailed inquiries of the Relevant Authorities and third parties and shall satisfy itself as to the existence of the exact position of any such Apparatus and the depth, size and gradient thereof.
- 1.7. The Company shall provide Consultation Certificates in accordance with the Certification Procedure.
- 1.8. The terms “works” and “Works” in Appendix 1 shall be taken to mean the O&M Works whenever the context is relevant.
- 1.9 The term “Company” in Appendix 1 shall be taken to mean the Relevant Authority unless the context indicates otherwise.

2. Relevant Authorities / Third Parties

- 2.1 Subject to paragraph 1.2 above the special requirements of certain Relevant Authorities / third parties have been reproduced in a form provided by them.
- 2.2 Where necessary, the Company shall establish with the Relevant Authority / third party the definition of terms within each of the special requirements as applicable to the O&M.
- 2.3 Without prejudice certain terms have been related to the definitions given in this Agreement. Where this has been done the terms are detailed at the start of each of the special requirements.
- 2.4 The Special Requirements are detailed in Appendix 1 and are summarised as follows:
 - 2.4.1. A.Special Requirements in Relation to Working on Trafficked Highways;
 - 2.4.2. B.Special Requirements in Relation to the Scottish Executive and Rural Affairs Department;
 - 2.4.3 C.Special Requirements in Relation to Scottish Natural Heritage;
 - 2.4.4. D.Special Requirements in Relation to Historic Scotland and West of Scotland Archaeology Service;

- 2.4.5. E.Special Requirements in Relation to the Scottish Environment Protection Agency;
 - 2.4.6. F.Special Requirements in Relation to Scottish Water;
 - 2.4.7. G.Special Requirements in Relation to North Lanarkshire Council;
 - 2.4.8. H.Special Requirements in Relation to East Dunbartonshire Council;
 - 2.4.9. I.Special Requirements in Relation to Falkirk Council;
 - 2.4.10. J.Special Requirements in Relation to BT Plc;
 - 2.4.11. K.Special Requirements in Relation to Scotland Gas Networks;
 - 2.4.12. L.Special Requirements in Relation to Scottish Power Plc;
 - 2.4.13. M.Special Requirements in Relation to Network Rail;
 - 2.4.14. N.Special Requirements in Relation to Cable and Wireless UK;
 - 2.4.15. O.Special Requirements in Relation to Coal Authorities;
 - 2.4.16. P.Special Requirements in Relation to Traffic Scotland;
 - 2.4.17. Q.Special Requirements in Relation to Thus Plc;
 - 2.4.18. R.Special Requirement in Relation to Virgin Media;
 - 2.4.19. S.Special Requirements in Relation to The British Waterways Board; and
 - 2.4.20. T.Special Requirements in Relation to Trafficmaster.
- 2.5 Other Relevant Authorities / third parties shall include but not be limited to the following:
- 2.5.1. the Police;
 - 2.5.2. the ambulance service; and
 - 2.5.3. the fire brigade.

APPENDIX 1

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**A. Special Requirements in Relation to Working on Trafficked Highways**

The terminology used in these special requirements shall have the meanings assigned to them as detailed in this section with the following amendments:

“Contractor” means the Company as defined in the Agreement; and

“Contract” means the Agreement

Conditions and general requirements for Applicants wishing to carry out works on the South West Scotland Trunk Road Network.

All traffic management must be in strict accordance with the Traffic Signs Manual - Chapter 8 and Amey Infrastructure Services will only deal with the applicant. The following points must be adhered to when making application and whilst occupying a slot on the network:

- (a) Applicants **must** notify 'Traffic Scotland' 15 minutes prior to placing the first cone on the network and again when all Traffic Management is lifted by telephoning **0141 287 9283**.
- (b) Signs must be erected of an appropriate size to display the name and telephone number of the organisation undertaking the works.
- (c) All traffic management must be in strict accordance with TSM Chapter 8.
- (d) All vehicles must comply with clause 2.2.1 of the Traffic Signs Manual (TSM) - Chapter 8 volume 1 (1991).
- (e) All site personnel must wear approved high visibility clothing as per Clause 1.4 of TSM Chapter 8.
- (f) All traffic management equipment must be kept in clean and proper order throughout the duration of the works.
- (g) Two hourly checks are required on all traffic management works. These must be undertaken and recorded for all works including overnight works. Checks must be carried out and recorded.
- (h) The attached network access form must be completed in full. The following information must accompany the completed form.
 - (i) Method statement for the works
 - (ii) Traffic management layout drawing
 - (iii) Contact names and addresses for the works including night-time cover.
- (i) Amey Infrastructure Services and Her Majesty's Constabularies reserve the right to remove or have removed any traffic management works, if safe to do so, should exceptional circumstances arise, e.g., a road traffic accident.
- (j) The Amey Infrastructure Services network is subject to restricted working hours on certain sections. These will be detailed if applicable. It is the responsibility of the applicant to seek clarification of any restrictions that may apply before commencing work.
- (k) Central reserve signs for any dual carriageway or motorway must be established using the Mobile Lane Closure technique as detailed in Volume 8 Section 4 of the DMRB (ref. TD49/97). This process must be strictly adhered to.
- (l) Works of type A will be subject to discussions with the Local Police prior to a slot on the network being allocated.
- (m) Amey Infrastructure Services will have the final decision on allocation of slots on the network. **This decision is non-negotiable.**

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties

- (n) A minimum notice period of four weeks is required for works of one-week duration or less. A six-week minimum notice will be required for works over a one-week period. This does not affect the Statutory Undertakers Emergency powers.
- (o) Requests that involve emergency works/repairs will be treated on their individual merits.
- (p) For works that require a Temporary Traffic Regulation Order i.e. road closure, speed limit and contraflow a minimum notice period of eight weeks will be required to allow for consultation with relevant parties i.e. Bus Companies, Local Authorities, Police, etc.

Any queries please contact:

Amey Infrastructure Services

South West Unit

Langmuir Way

Bargeddie

Glasgow

G69 7RW

Telephone: 0141 781 6900

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**NETWORK ACCESS FORM**

ORIGINATOR OF WORKS :	
TRAFFIC MANAGEMENT CONTRACTOR :	
CONTRACTOR FOR THE WORKS :	
ADDRESS :	HEAD OFFICE TEL:
	SITE CONTACT TEL:
Route No.	
Location	
Date(s) From:	
To:	
Time(s)* From:	
To:	
Closure Type**	
Lanes Closed***	
Section 1.01 Speed Limit on Road/ Proposed Speed Limit	
Brief Description of Works	
Method Statement	
Temporary Traffic Management Proposals (Attach plan where appropriate)	
Consultation with local authorities, police etc	
Is Traffic Order Required? (If yes approval is conditional)	
Expected Delay****	

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties

NOTES

Access will ONLY be granted on condition that Traffic Scotland is informed by telephone (0141 287 9283) 15 minutes prior to the first cone being placed on the network when all traffic management has been lifted.

* Time Restrictions may apply

** A, B, or C

*** L1, L2, L3, slip lane, hardshoulder, lay-by, verge, footway

**** To be completed by the Traffic Officer

Amey Infrastructure Services' Response
Approved Yes/No
Signed
Date

Before completing this form please read the conditions and general requirements for applicants wishing to carry out works on the trunk road network.

Form to be completed in full and returned to:

The Traffic Officer

Amey Infrastructure Services

South West Unit

Langmuir Way

Bargeddie

Glasgow

G69 7RW

Tel No. 0141 781 6900

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**CLOSURE TYPE A, B OR C**

TYPE A: are those systems, which are allowed to remain in operation in all traffic flows and visibility conditions. They include all systems involving contraflows and other works of long duration.

TYPE B: are those systems which are allowed to remain in operation when the traffic demand is less than the available carriageway capacity when the System is in place and there is good visibility. If the work cannot be completed within the allocated time for completion, then, either the Traffic Management System is to be removed and normal traffic conditions reinstated, or additional signing and lamps to the standard of a TYPE A Traffic Management System is to be installed.

TYPE C: similar to TYPE B but the majority of traffic signs required are vehicle mounted. They are carried out when traffic flows permit, in good visibility and generally in daylight although nighttimes systems are permissible. They include continuous mobile operations as well as those, which involve movement and periodic stops of short duration.

NOTIFICATION/APPLICATION FOR INSTALLATION OF PORTABLE TRAFFIC SIGNALS**CONDITIONS**

1. At least SEVEN WORKING DAYS NOTICE SHALL BE GIVEN for all works other than emergency and urgent works. For emergency and urgent works, e.g., when circumstances arise which could result in immediate danger to the public or serious damage to the road), this notice must be sent WITHIN TWO HOURS of work starting.
2. Wherever signal control is to be used at a works site, which contains or is near a JUNCTION two scaled plans showing the proposed temporary site layout must accompany this application. It is a STATUTORY REQUIREMENT for the Roads Authority to issue WRITTEN site approval BEFORE signals are installed, in these instances.
3. The signal equipment and traffic signs must satisfy fully all the requirements set out in the Traffic Signs Regulations and General Directions 2002, and all other relevant regulations, directions and technical memoranda.
4. Procedures, layouts and operations shall be in accordance with the "Safety at Street Works and Road Works – A Code of Practice" and "Traffic Signs Manual – Chapter 8".
5. The mode of operation of the signals shall be "Vehicle Actuation" to the Department of Transport's booklet "An introduction to the Use of Traffic Actuated Portable Traffic Signals" (the pink booklet), unless otherwise agreed by the Roads Authority in writing.
6. If an external supply of electricity is required for the operation of the signals a separate application must be made to Scottish Hydro Electric and to the Area Engineer (lighting section) for such a supply.

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties

7. All apparatus whether hired or owned by the user will be subject to a "beck and call" maintenance contract. The user must establish a safe working method of traffic control within 2 hours of the notification of a fault or defect.

8. The apparatus must be inspected and tested before delivery to site and the user must satisfy the Roads Authority and Police that the equipment meets all the necessary requirements and that a competent person has made the pre-delivery check.

Further copies of this form may be obtained from:

The Traffic Officer

Amey Infrastructure Services

South West Unit

Langmuir Way

Bargeddie

Glasgow

G69 7RW

Tel No. 0141 781 6900

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties

NOTIFICATION / APPLICATION FOR INSTALLATION OF PORTABLE TRAFFIC SIGNALS

SIGNALS MUST BE VEHICLE ACTUATED UNLESS OTHERWISE AGREED WITH AMEY INFRASTRUCTURE SERVICES

To: **Amey Infrastructure Services**
South West Unit
Bargeddie
Glasgow
G69 7RW

(Please note there is a statutory requirement to notify Amey Infrastructure Services of all portable signal installations and it is necessary to obtain approval in writing for those sites, which contain or are near a junction)

1. I (name of applicant).....
on behalf of (state firm, address and phone no.).....

.....
Give notice of intention to place and operate portable traffic signals at (state location)
.....
.....

In accordance with the overleaf conditions. The intended dates of operations are:-

2. Start date and time Will signals be operational at all times YES/NO
Finish date and time If no please state times of operation.....

3. Amey Infrastructure Services must be notified within 48 hours of signals being removed from the carriageway.

4. List below two named employees and the signal hire company contacts, (at least one of whom shall be available at any time), who are in the first instance, to be called out at any time by the Police or by Amey Infrastructure Services to rectify signals which are not working or not working properly.

Named Contacts:-

NAME	CONTACT ADDRESS and TELEPHONE No
(a) (Employee).....	Day
	Night
(b) (Employee).....	Day
	Night
(c) (Signal Company)	Day
	Night

I agree to meet all costs which are incurred by Amey Infrastructure Services in respect of the connection, operation and disconnection of the signals and in respect of giving emergency attention in the event that the "named contacts" cannot be reached or are unable to rectify any fault within 2 hours of the first notification that the signals or associated signing are faulty.

Address where invoices to be sent if different from above:-

.....

Signed Date On behalf of

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**Traffic Management Requirements**

Where work is carried out on or adjacent to a road open to vehicles, all vehicles and mobile plant operating on or adjacent to that road in the execution of the operations shall be painted in a conspicuous colour as described hereafter:

- (i) All vehicles used in mobile lane closures as defined in Section 6 “Type C Works” in Chapter 8 of the Traffic Signs Manual shall be painted in non-reflectorisred yellow (Colour No. 355 to BS381 C or similar). Similarly all vehicles engaged in Operations within unprotected trafficked lanes for example, setting up major traffic management layouts such as tapers and contraflows) on dual carriageways and other high speed roads shall be painted non-reflectorisred yellow.
- (ii) All other vehicles undertaking Operations shall be generally light in colour preferably but not necessarily non-reflectorisred yellow and/or provide, over the full width and height of the vehicle which is exposed to approaching vehicles, conspicuous markings and signs to define clearly that the vehicle is a roadworks vehicle.
- (iii) Vehicles shall have a sign board reading “Highway Maintenance” (to Diagram 740A of Schedule 12 Part V of the Traffic Signs Regulations and General Directions 1994) fixed at the rear. The lettering shall be 150 millimetres “x height” except that for light vans and cars it shall be the largest “x height” that can be accommodated out of the following heights: 37.5, 50, 62.5 or 100 millimetres. The lettering shall be block capital letters from the alphabet described in the Traffic Signs Regulations and General Directions 1994 Schedule 13 Part II on a yellow non-reflectorisred background in accordance with BS 381, Colour No. 355. In addition all purpose vehicles and plant shall be provided with either roof mounted light bars or at least two amber flashing beacons and light vans and cars shall be provided with a roof mounted amber flashing distinctive lamp.
- (iv) All warning lamps shall be switched on when the vehicle or plant is manoeuvring into or out of the location of the Operations, operating at low speed on the carriageway or hard shoulder open to vehicles or standing on a carriageway or hard shoulder open to vehicles.

Weekly Programme of Intent

Weekly Programme of Intent – The Contractor shall by **1200hrs** each following day, provide the Operating Company’s Traffic officer with a detailed summary of Traffic Management Installation which have been in use on the Contract on each day, in the format attached.

This should be sent by Fax to: **0131 663 8016**

Daily Record of Traffic Installations

Daily Record of Traffic Installations – The Contractor shall by **1200hrs** each following day, provide the Operating Company’s Traffic Officer with a detailed summary of Traffic Management Installations which have been used in the Contract on each day, in the format attached. This should be sent by Fax to: 0131 663 8016

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties

WEEKLY PROGRAMME OF INTENT AND NOTIFICATION OF CARRIAGEWAY OCCUPATIONS														Estimated delay to be completed by the				
SOUTH WEST														Traffic Officer				
PROGRAMME PERIOD - WEEK COMMENCING Monday :																		
LOCATION			ACTIVITY DETAILS				DAYS				DURATION		CARRIAGEWAY OCCUPATION DETAILS					
ROUTE JUNCTION NAME/NUMBER DIRECTION											CLOSURE TYPE A, B, or C (SPEED LIMIT)		ESTIMATED DELAY	TRAFFIC MANAGEMENT CONTRACTOR/CONING BY	MAIN CONTRACTOR			
ROUTE	FROM	TO	LOCATION/DESCRIPTION/REASON/DIVERSION				M	T	W	T	F	S	Su	START	END			

ALL REQUESTS MUST INCLUDE A SITE MOBILE/ 24HOUR CONTACT NUMBER TEL: _____ NAME: _____

CODING FOR USE IN "ESTIMATED DELAY" COLUMN:	ABBREVIATIONS	
The first digit indicates the extent of the delay	HS: HARD SHOULDER	COMMENTS: THE ABOVE INFORMATION IS BASED ON PLANNED WORKS WHICH MAY HAVE TO BE CHANGED AT SHORT NOTICE AS CIRCUMSTANCE DICTATE IT SHOULD NOT THEREFORE BE TAKEN AS NECESSARILY
1 LITTLE OR NO DELAY	NS: NEARSIDE	
2 SLIGHT DELAY	OS: OFFSIDE	
3 MODERATE DELAY	CL: CENTRE LANE	
4 SERIOUS DELAY	RL: ROUNDABOUT	
The second digit indicates the time the delay is expected	TL: TURNING LANE	IN CASE OF QUERY
1 AT ALL TIMES	SL: SLIP LANE	TELEPHONE:
2 PEAK HOURS	CF: CONTRAFLOW	
3 OFF PEAK HOURS	NB: NORTHBOUND	
	SB: SOUTHBOUND	
	EB: EASTBOUND	SCT: SINGLE CARRIAGEWAY TEMP LIGHTS
	WB: WESTBOUND	MLC: MOBILE LANE CLOSURE

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**CONDITIONS AND GENERAL REQUIREMENTS FOR APPLICANTS WISHING TO CARRY OUT WORKS ON THE SOUTH EAST SCOTLAND TRUNK ROAD NETWORK**

All traffic management must be in strict accordance with the Traffic Signs Manual Chapter 8 and BEAR Scotland will only deal with the applicant. The following points must be adhered to when making application and whilst occupying a slot on the network.

1. Applicants **must** notify Traffic Scotland 15 minutes prior to placing the first cone on the network and again when all Traffic Management is lifted by telephoning **0141 300 8100**.
2. Signs must be erected of an appropriate size to display the name and telephone number of the organisation undertaking the works.
3. All traffic management must be in strict accordance with Traffic Signs Manual (TSM) chapter 8 volume 2 (2006).
4. All vehicles must comply with section 05 of the Traffic Signs Manual (TSM) chapter 8 volume 1 (1991).
5. All site personnel must wear approved high visibility clothing as per clause 1.4 of TSM chapter 8.
6. All traffic management equipment must be kept in clean and proper order throughout the duration of the works.
7. Two hourly checks are required on all traffic management works. These must be undertaken and recorded for all works including overnight works. Checks must be carried out and recorded.
8. The attached network access form must be completed in full. The following information must accompany the completed form.
 - (i) Method statement for the works.
 - (ii) Health and safety plan.
 - (iii) Traffic management layout drawing.
 - (iv) Contact names and addresses for the works including night time cover.
9. BEAR Scotland and Her Majesty's Constabularies reserve the right to remove or have removed any traffic management works, if safe to do so, should exceptional circumstances arise eg a road traffic accident.
10. The BEAR Scotland network is subject to restricted working hours on certain sections. These will be detailed if applicable. It is the responsibility of the applicant to seek clarification of any restrictions that may apply before commencing work.

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties

11. Central reserve signs for any dual carriageway or motorway must be established using the Mobile Lane Closure technique as detailed in Volume 8 Section 4 of the DMRB (ref TD49/07). This process must be strictly adhered to.
12. Works of type A will be subject to discussions with the Local Police prior to a slot on the network being allocated.
13. BEAR Scotland will have the final decision on allocation of slots on the network. **This decision is non-negotiable.**
14. A minimum notice period of four weeks is required for works of one-week duration or less. A six-week minimum notice will be required for works over a one-week period. This does not affect the Statutory Undertakers Emergency powers.
15. Requests that involve emergency works/repairs will be treated on their individual merits.
16. For works requiring a road closure a minimum notice period of ten weeks will be required to allow for consultation with relevant parties ie Bus Companies, Local Authorities, Police, etc.

Any queries please contact: BEAR Scotland Ltd
Bilston Glen Industrial Estate.
6A Dryden Road
Edinburgh
EH20 9TY
Tel No. 084541 30208
Fax No. 0131 440 3118

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**ROADS (SCOTLAND) ACT 1984 AND NEW ROADS AND STREET WORKS ACT 1991**

PERMIT NUMBER:

(to be completed by BEAR
Scotland)**This section to be completed by applicant.****Details of Application**Nature Of Proposed Works: **EXCAVATION / OCCUPATION / PLACE APPARATUS** (Delete as appropriate)Road No: Grid Reference Address / Proposed Location of Works
(Attach sketch if necessary)Proposed Traffic Control
(Attach sketch if necessary)

Name of Contractor carrying out the works

Proposed start Date

Time

Completion date

Time

Details of Applicant

Name:

Organisation:

Address:

Tel:

Fax:

Note:

1. Unless otherwise agreed the final reinstatement will be carried out by the applicant.
2. Minimum of 7 days notice required depending on location.

Signed:

Date

Completed application form to be sent or faxed to:

BEAR Scotland Ltd
Bilston Glen industrial Estate
6A Dryden Road, Loanhead, Edinburgh
EH20 9TY

Tel: **084541 30239**Fax: **0131 440 3118**

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties

NETWORK ACCESS FORM

ORIGINATOR OF WORKS:		
TRAFFIC MANAGEMENT CONTRACTOR:		
CONTRACTOR FOR THE WORKS:		
ADDRESS:		HEAD OFFICE TEL:
		SITE CONTACT TEL:
Route No.		
Location		
Date(s)	From:	
	To:	
Time(s)*	From:	
	To:	
Closure Type**		
Lanes Closed***		
Speed Limit on Road		
Proposed Speed Limit		
Brief Description of Works		
Method Statement		
Temporary Traffic Management Proposals (attach plan where appropriate)		
Health and Safety Plan		
Consultation with local authorities, police etc)		
Is Traffic Order Required (If yes approval is conditional)		
Expected Delay****		

NOTES

Access will ONLY be granted on condition that Traffic Scotland is informed by telephone (0141 287 9283), 15 minutes prior to the first cone being placed on the network and again when all the traffic management has been lifted.

* Time Restrictions may apply

** A, B, or C

***L1, L2, L3, slip lane, hard shoulder, lay-by, verge, footway

**** To be completed by the Traffic Officer

Before completing this form, please read the conditions and general requirements for applicants wishing to carry out works on the network.

BEAR Scotland's Response		
Approved	Yes	No
Signed		
Date		

Form to be completed in full and returned to The Traffic Officer, BEAR Scotland Ltd, Inveralmond Industrial Estate, Inveralmond Road,

Perth, PH1 3TW Tel No. 01738 448600 Fax No. 01738 448685

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties

ROADWORKS INFORMATION FORM A

VMS	YES	NO
-----	-----	----

WEEKLY PROGRAMME OF INTENT AND NOTIFICATION OF CARRIAGEWAY OCCUPATIONS

SOUTH EAST

UNIT

LOCATION			PROGRAMME PERIOD - W/B:	DAYS							DURATION		CARRIAGEWAY OCCUPATION DETAILS			
ROUTE			ACTIVITY DETAILS Insert Activity Details in Order of: Location/Description/Reason/Diversion	M	T	W	T	F	S	S	Start	End	Closure Type A, B, or C Speed Limit	Estimated Delay	CONING BY	Main Contractor
JCT. NO & NAME																
DIRECTION																
Route	From	To														

CODING FOR USE IN "ESTIMATED DELAY" COLUMN: DIRECTIONS

- | | | |
|--|-----|--------------|
| <u>The first digit indicates the extent of the delay</u> | N/S | NEARSIDE |
| 1. LITTLE OR NO DELAY-up to 2 minutes | O/S | OFFSIDE |
| 2. SLIGHT DELAY-more than 2 minutes up to 10 minutes | C/L | CENTRE LANE |
| 3. MODERATE DELAY-more than 10 minutes up to 20 minutes | RL | ROUNDBABOUT |
| 4. SERIOUS DELAY-more than 20 minutes | TL | TURNING LANE |
| <u>The second digit indicates the time the delay is expected</u> | SL | SLIP LANE |
| 1. AT ALL TIMES | CF | CONTRAFLOW |
| 2. PEAK HOURS | NB | NORTHBOUND |
| 3. OFF PEAK HOURS | SB | SOUTHBOUND |
| | EB | EASTBOUND |
| | WB | WESTBOUND |

COMMENTS: THE ABOVE INFORMATION IS BASED ON PLANNED WORKS WHICH MAY HAVE TO BE CHANGED AT SHORT NOTICE AS CIRCUMSTANCES DICTATE. IT SHOULD NOT THEREFORE BE TAKEN AS NECESSARILY COMPREHENSIVE

IN CASE OF QUERY CONTACT:
TELEPHONE:

SCT: SINGLE C/WAY TEMP LIGHTS
SCM: SINGLE C/WAY MOBILE LIGHTS

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties

ROADWORKS INFORMATION FORM B

VMS	YES	NO
-----	-----	----

WEEKLY RECORD OF ACTUAL CARRIAGEWAY OCCUPATIONS OCCURRING IN THE UNIT

SOUTH EAST UNIT

LOCATION			PROGRAMME PERIOD -	DAYS							DURATION		CARRIAGEWAY OCCUPATION DETAILS				
ROUTE			ACTIVITY DETAILS Insert Activity Details in Order of: Location/Description/Reason/Diversion										Closure Type A, B, or C Speed Limit	Estimated Delay	CONING BY	Main Contractor	
JCT. NO & NAME																	
DIRECTION																	
Route	From	To		M	T	W	T	F	S	S	Start	End					

CODING FOR USE IN "ESTIMATED DELAY" DIRECTIONS COLUMN:

- | | | |
|--|-----|--------------|
| <u>The first digit indicates the extent of the delay</u> | N/S | NEAR SIDE |
| 1. LITTLE OR NO DELAY-up to 2 minutes | O/S | OFFSIDE |
| 2. SLIGHT DELAY-more than 2 minutes up to 10 minutes | C/L | CENTRE LANE |
| 3. MODERATE DELAY-more than 10 minutes up to 20 minutes | RL | ROUNDBOUT |
| 4. SERIOUS DELAY-more than 20 minutes | TL | TURNING LANE |
| <u>The second digit indicates the time the delay is expected</u> | SL | SLIP LANE |
| 1. AT ALL TIMES | CF | CONTRAFLOW |
| 2. PEAK HOURS | NB | NORTHBOUND |
| 3. OFF PEAK HOURS | SB | SOUTHBOUND |
| | EB | EASTBOUND |
| | WB | WESTBOUND |

COMMENTS: THE ABOVE INFORMATION IS BASED ON ACTUAL WORKS UNDERTAKEN	
Signed.....	NAME
Position -	

SCT: SINGLE C/WAY TEMP LIGHTS
SCM: SINGLE C/WAY MOBILE LIGHTS

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**B. Special Requirements in Relation to the Scottish Executive Environment and Rural Affairs Department**

The terminology used in these special requirements shall have the meanings assigned to them as detailed in this section with the following amendments:

“Contractor” means the Company as defined in the Agreement; and

“Contract” means the Agreement.

1. Special requirements in relation to the Scottish Executive Environment and Rural Affairs Department are as follows:

In these Special Requirements the specific term shall have the following meaning assigned to it:

SEERAD – means Scottish Executive Environment and Rural Affairs Department

‘SEERAD Representative’ means the staff of the Scottish Executive Rural Affairs Department or its appropriately Authorised Representatives and Agents empowered to act on its behalf.

Before commencing any work over any portion of the Site the Contractor shall confirm with SEERAD Representative, details of any restrictions relating to the prevention of the spread of animal, plant and/or poultry diseases which may for the time being be in force relating to the Site and any surrounding land and/or access ways to which the Contractor or any sub-contractor employed by him may have to seek to gain entry for the purpose of the Works. The SEERAD Representative, can be contacted at the following point:

Address: The Scottish Executive Rural Affairs Department
Pentland House
47 Robb’s Loan
Edinburgh
EH14 1TY

Telephone: 0131 556 8400

Fax: 0131 244 6116

9. The Contractor shall ensure that his employees or the employees of any sub-contractor employed by him shall avoid all contact with livestock on or adjacent to the Site and keep strictly to any route which has been agreed with any owner/occupier of land affected by the Works at all times.
10. Where it is necessary for the purpose of the Works to enter land on which livestock are or may be kept the Contractor shall take all precautions to prevent any livestock penetration from adjacent land onto such land and/or contact between any livestock on that land and other livestock from adjacent land.
11. Where it is necessary for the purpose of the Works to enter land which is or has recently been occupied by livestock, the Contractor shall provide at each entry or exit to such land, appropriate arrangements for disinfecting all footwear and vehicles upon entry or exit from such land to the satisfaction of the Engineer. He shall ensure that all footwear and vehicles are cleansed of all dirt and mud before disinfecting with a clean disinfectant, regularly

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties

- replenished at the correct dilution and which carries a valid citation on the label certifying approval by SEERAD.
12. The Contractor shall not enter buildings occupied or used by livestock for the purpose of the Works without the express written consent of the owner/occupier. When such entry is necessary, rubber boots and protective over garments of an appropriate type shall be worn at all times which shall be disinfected upon the entry and exit from such buildings in accordance with the instructions given at paragraph 5 above.
 13. Notwithstanding any other provisions within the Contract the Contractor shall take all necessary precautions to ensure that streams, ditches and water troughs are not polluted as a result of carrying out of the Works and that ditches and drainage outfalls are adequately protected from damage pollution and/or silting to the satisfaction of the Engineer.
 14. The Contractor shall ensure that litter and/or debris resulting from the Works is not left or allowed to accumulate on or adjacent to the Site in areas accessible to livestock. The Contractor shall particularly make every effort to remove discarded foodstuffs remaining from human consumption - these may carry infectious agents harmful to livestock.
 15. The Contractor shall ensure that all gates are kept closed and appropriately secured and shall make every effort to avoid damage to fences, hedges, trees and walls in order to prevent livestock from straying. Where such damage does occur the Contractor shall take immediate action to secure any resulting breach from the penetration and/or escape of livestock and immediately thereafter notify the Engineer who shall consult the owner/occupier as appropriate.
 16. In addition to the above requirements the Contractor shall take all necessary precautions to protect farmers' stock herds against the risk/spread of Brucellosis. Such precautions shall include, but not be limited to, the provision by the Contractor at each entry or exit to such land, appropriate arrangements for disinfecting all footwear and vehicles upon entry or exit from such land to the satisfaction of the Engineer. He shall ensure that all footwear and vehicles are cleansed of all dirt and mud before disinfecting with a clean disinfectant, regularly replenished at the correct dilution and which carries a valid citation on the label certifying approval by SEERAD.
 17. The Contractor shall strictly comply with any restrictions and/or precautions relating to the movement of soil which may be requested by the Scottish Executive Rural Affairs Department in the interest of restricting the spread of crop diseases, such as:
 - (i) Rhizomania (affecting beet)
 - (ii) Red Core Disease (affecting strawberries)
 - (iii) Wart Disease (affecting potatoes)
 - (iv) Verticillium Wilt (affecting hops)
 - (v) Cyst Nematodes (affecting potatoes/beet)
 18. The Contractor shall strictly comply with any restrictions and/or precautions relating to the movement of soil which may be requested by the Scottish Executive Environment and Rural Affairs Department in the interests of preventing the spread of the following plant species:
 - (i) Japanese Knotweed
 - (ii) Giant Hogweed

In particular any soil or other such arising contaminated with or suspected of being contaminated with the rhizomes and/or roots of these species SHALL NOT be spread to areas currently free of these plants but shall be disposed of as directed by the SEERAD Representative.

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11.1 With regard to livestock diseases:

- (a) Foot and Mouth Disease
- (b) Newcastle Disease (Fowl Pest)
- (c) Swine Fever
- (d) Swine Vesicular Disease

Should an outbreak of any of the above highly infectious diseases occur in the area the Contractor and/or any sub-contractor employed by him shall not enter further upon any land and shall immediately inform the Engineer and request instructions. The Engineer shall consult with and seek instructions immediately from the SEERAD Representative.

19. Carcase Burial Pits

- (i) Such pits contain the remains of animals which have been slaughtered for the purposes of containing certain diseases (particularly Foot and Mouth, but occasionally Anthrax). Unauthorised exhumation of such carcasses is illegal. Where there is prior knowledge that Carcase Burial Pits may exist in the area of the Works the SEERAD Representative may be able to offer assistance in their location. However, if during the course of the Works a Carcase Burial Pit is encountered by the Contractor or any sub-contractor employed by him all work shall cease at that location and the Contractor shall appropriately secure that area of the Site against access and immediately inform the Engineer and request instructions. The Engineer shall consult with and seek instructions immediately from the SEERAD Representative.
- (ii) Compliance with the above requirements shall not relieve the Contractor of any of his obligations under the Contract.

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**C. Special Requirements in Relation to Scottish Natural Heritage.**

The terminology used in these special requirements shall have the meanings assigned to them as detailed in this section with the following amendments:

“Contractor” means the Company as defined in the Agreement.

1. Special requirements in relation to Scottish Natural Heritage are as follows:

- (i) The Contractor shall take cognisance of the environmental importance of any area affected by the Investigation and shall comply with all relevant legislation.
 - (a) The Contractor shall consult with Scottish Natural Heritage if any operation connected with the exploratory work affects a statutory protected area.

The Contractor shall meet all other requirements of the appropriate regulating body in respect of water quality, air quality and noise emissions.
 - (b) Address: Scottish Natural Heritage
30 Hope Street
Lanark
ML11 7NE

Telephone: 01786 450362
Fax: 01786 451974
Contact Dave Kelly, Area Officer
- (ii) The Contractor shall liaise with the Ecologist appointed by the Scottish Ministers and inform the Engineer a minimum of 7 days prior to commencing Works in any environmentally sensitive areas as identified at the start of the contract.

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**D. Special Requirements in Relation to Historic Scotland (HS) and West of Scotland Archaeological Service (WoSAS) (Archaeological Advisers to East Dunbartonshire Council, North Lanarkshire Council and Falkirk Council)****1. Explanatory Note**

Under principles and procedures agreed between Historic Scotland (HS) and the Scottish Ministers responsibility for the main programme of archaeological mitigation work (i.e. archaeological excavation and recording) along the route of any trunk road scheme lies with the Scottish Ministers through Historic Scotland. This work shall have been completed by Historic Scotland before commencement of the New Works; however unknown archaeological remains may still be present thereafter.

2 Definitions

- (a) **Archaeological Contractor** - means an archaeological organisation with access to professionally qualified staff with appropriate knowledge, experience and skills, and with a track record of successful contract completion appointed directly by the Company to undertake the archaeological Watching Brief and supervise all archaeological works relating to the New Works including inter alia fieldwork, post-excavation work, mitigation Design and implementation, reporting, archiving and publication.
- (b) **Archaeological Reports** – in this context means all the archaeological reports produced during the scheme's Environmental Assessment process, in compliance with procedures for assessing and mitigating impact on the cultural heritage set out in DMRB Volume 11. The nature and specification of archaeological reports are set out in Historic Scotland's published **Archaeological Policies and Associated Papers** and, where appropriate, their more recent up-dates as **Operational Policy and Archaeological Procedure Papers**.
- (c) **Desk Research** - means the desk-based survey of existing archaeological records held by national and local archives plus the study of additional historic maps, other readily available historic documents and all available low level oblique and high level vertical aerial photographs, in order to determine the nature, significance and extent of the recorded archaeological resource of the area to be affected by projected Works.
- (d) **Environmental Assessment Process** - refers to the statutory procedures required in accordance with EC Directive 85/337 as amended by Council Directive 97/11/EC. The standard methodology for addressing impact on the Cultural Heritage in Trunk Road schemes is set out in DMRB Volume 11.
- (e) **Field Research** - means the use of standard non-invasive archaeological field techniques including field walking, geophysics and trial trenching to build upon and augment the findings of the Desk Research and ensure that, as far as possible, the full archaeological resource and potential of the area to be affected by projected Works is understood.
- (f) **National Planning Policy Guideline 5** - refers to the statement of Government policy on **Archaeology and Planning** issued by the (then) Scottish Office Environment Department in January 1994. Amongst other issues this sets out Government policy on how archaeological remains and discoveries should be handled in the planning and execution of developments.
- (g) **Planning Advice Note 42** - refers to the advice on good practice on the treatment of archaeological remains in development set out in **Archaeology - the Planning Process and Scheduled Monument Procedures** published by the (then) Scottish Office Environment Department in January 1994.

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- (h) **Planning Permission** - means statutory consent under the Town and Country Planning (Scotland) Act 1997.
- (i) **Scheduled Monument** - means a monument of national importance protected under the Ancient Monuments and Archaeological Areas Act 1979.
- (j) **Scottish Historic Environment Policy 2: SHEP 2** – refers to current Scottish Ministers policy on Scheduled Ancient Monuments in Scotland.
- (k) **Scheduled Monument Consent (SMC)** – consent to carry out any works within a Scheduled Area protected under the Ancient Monuments and Archaeological Areas Act (1979) following submission and subsequent approval of an application for consent.
- (l) **Study Area** - means the area covered by detailed archaeological assessment in the Archaeological Reports.
- (m) **Topsoil Strip Monitoring (Archaeological Watching Brief)** - means the supervision by the Company's Archaeological Contractor of removal of topsoil to an archaeologically sterile subsoil or the first significant archaeological horizon, with agreed provision for means of removal and the time to be allowed for archaeological investigation of any features found during this process.
- (n) **West of Scotland Archaeological Services (WoSAS)** WoSAS are the archaeological curators to East Dunbartonshire Council, North Lanarkshire Council and Falkirk Council.

SPECIAL REQUIREMENTS TO SECURE THE PROTECTION OF THE ARCHAEOLOGICAL HERITAGE**3. Control of Ancillary Works**

- (a) The Company shall engage an appropriately qualified Archaeological Contractor to advise on the location, outwith the road line, of all Constructional Plant and temporary Works including borrow pits, spoil heaps, surplus soil disposal areas, haul roads, work camps, material storage areas. These may be on areas of land outwith the locations fully studied during the scheme assessment process.
- (b) To fulfil the requirements of Clause 3.1 above the Archaeological Contractor shall have access to all Archaeological Reports on the Study Area prepared as part of the Environmental Assessment process. For works outwith the boundaries of the Study Area he shall undertake sufficient Desk Based Research and Field Research to identify the location, significance and extent of all sites of archaeological interest in the wider search area.
- (c) The Company shall make full use of the above information and the advice of his Archaeological Contractor to plan the works in accordance with Government policy for the protection of the archaeological heritage set out in **National Planning Policy Guideline 5** and **Planning Advice Note 42**. In general Works shall be planned to avoid significant archaeological features.
- (d) Scheduled Monument Consent shall be required prior to Works of any type within the boundary of any Scheduled Areas or Scheduled Ancient Monuments. Any application for Scheduled Monument Consent shall include a detailed specification for any proposed fieldwork mitigation. If Scheduled Monument Consent is granted, no Works may take place until Historic Scotland has approved the results of the fieldwork mitigation. Early contact with Historic Scotland is vital if works of any kind are proposed or suggested within, or within 50m of the boundary of, any Scheduled Monuments or Scheduled Areas.
- (e) For lesser sites where avoidance is not feasible an archaeological excavation incorporating the recording and analysis of remains and reporting and publication of

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findings, together with the deposition of the artefacts in an appropriate museum and the records in the National Monuments Record of Scotland (NMRS), and the local Sites and Monuments Record may be an appropriate alternative. The policies and procedures set out in the following Historic Scotland publications will apply throughout:

- (i) **Archaeological Procedure Paper 2: Project Design, Implementation and Archiving;**
 - (ii) **Operational Policy Paper 2: Publication and Archiving of Archaeological Project;**
 - (iii) **Operational Policy Paper 4: Allocation and Disposal of Archaeological Finds; and**
 - (iv) ***Operational Policy Paper 5: The Treatment of Human Remains in Archaeology.***
- (f) For areas which the Archaeological Contractor research suggests may be archaeologically sensitive but the full potential remains uncertain, prior archaeological evaluation may be required to establish the facts before a final decision is reached on whether either of the two mitigation options should apply as detailed in 3.4 and 3.5 above..
- (g) Where it has been determined that archaeological site(s) should be preserved but they lie so close to any proposed Works that they may be at risk from inadvertent damage, the Company, using the advice of his Archaeological Contractor, shall arrange for temporary fencing to be erected around the site(s) prior to works commencing. If any Scheduled Monuments or areas are involved, Historic Scotland's prior written agreement must be sought on the area to be fenced. No Works of any nature will be permitted within these fenced-off areas.
- (h) For any Works requiring Planning Permission, the Company shall submit to the planning authority, as part of his planning application, a statement of his archaeological assessment of the area, the implications of his development upon it and the details of any archaeological mitigation proposed.

4. Topsoil Strip Monitoring (Archaeological Watching Brief)

- (a) Topsoil stripping and all Works in connection with archaeological remains shall be open to monitoring by Historic Scotland and WoSAS or their representatives as the responsible archaeological curators.
- (b) To facilitate archaeological monitoring work by the Company's Archaeological Contractor the Company shall ensure that topsoil stripping procedures are conducted as follows:
 - (i) As far as possible vehicles removing topsoil should not track over the subsoil surface, but work away from the subsoil surface.
 - (ii) The topsoil must be removed completely down to archaeologically sterile subsoil or the first significant archaeological horizon: if patches of topsoil remain they mask archaeological features and will require to be removed by archaeological personnel.
 - (iii) Machinery conducting topsoil removal shall use smooth bladed buckets off a back actor. Toothed blades and buckets disturb the subsoil surface, making identification of archaeological subsoil features more difficult, and shall not be permitted.

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- (c) The Company shall allow their Archaeological Contractor sufficient and reasonable time for the recording of archaeological features revealed during Topsoil Strip Monitoring (Archaeological Watching Brief). The following procedures shall apply:
 - (i) If minor features are located they will require simple archaeological excavation, note taking, drawing and photography. These activities should incur only minor delays to the work programme.
 - (ii) If somewhat larger features are discovered, the progress of work may have to be delayed for longer periods, at least within a defined area, to allow a sufficient level of archaeological recording to take place.
 - (iii) Any human remains which are encountered, by law, shall be handled differently from other finds, and shall initially be left in situ and the relevant authorities (the Police, Procurator Fiscal, Historic Scotland and WOSAS) shall be informed of their discovery within 24 hours. Excavation procedures relating to human remains shall comply with Scots Law as set out in Historic Scotland's published Operational Policy Paper 5: the Treatment of Human Remains in Archaeology.

5. Design and Mitigation: Methodologies

The Design and mitigation shall be in accordance with current good practice guidelines within Scotland including, but not limited to, the following:

- (i) Institute of Field Archaeologists 1990 (revised 2002) "Code of Approved Practice for the Regulation of Contractual Arrangements in Field Archaeology".
- (ii) Institute of Field Archaeologists 2001 "Standard and Guidance for the Collection, Documentation, Conservation and Research of Archaeological Material".
- (iii) Institute of Field Archaeologists 1994 (revised 2001) "Standard and Guidance for Archaeological Field Evaluation".
- (iv) Institute of Field Archaeologists 1994 (revised 2001) "Standard and Guidance for an Archaeological Watching Brief".
- (v) Institute of Field Archaeologists 1995 (revised 2001) "Standard and Guidance for Archaeological Excavation".
- (vi) Institute of Field Archaeologists 1996 (revised 2001) "Standard and Guidance for the Archaeological Investigation and Recording of Standing Buildings or Structures".
- (vii) Institute of Field Archaeologists 1985 (revised 2006) "Code of Conduct".
- (viii) Institute of Field Archaeologists 1994 (revised 2001) "Standard and Guidance for Archaeological Desk Based Assessments".
- (ix) McKinley, Jacqueline I and Roberts, Charlotte 1993 "Excavation and post-excavation treatment of cremated and inhumed human remains", IFA Technical Paper No. 13.
- (x) Association for Environmental Archaeology's Working Paper No. 2, Environmental Archaeology and Archaeological Evaluations (1995).

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**E. Special Requirements in Relation to the Scottish Environment Protection Agency**

The terminology used in these special requirements shall have the meanings assigned to them as detailed in this section with the following amendments:

“Contractor” means the Company as defined in the Agreement.

Special Requirements in Relation to the Scottish Environment Protection Agency (SEPA) are as follows:-

1. The Contractor shall comply with the Water Environment (controlled Activities) (Scotland) Regulations 2005.

The Control of Pollution Act 1974 (COPA 1974) which controlled discharges of poisonous, noxious or polluting substances and trade and sewage effluents to controlled waters in Scotland, was replaced by the Water Environment (Controlled Activities) (Scotland) Regulations 2005 (CAR), on 1 April 2006.

It is important to consult SEPA well in advance of any engineering activities in or near the water environment and any point source discharge activities as it is an offence under the 2005 Regulations to carry out a controlled activity without an authorisation.

Further details are provided in the Practical Guide on CAR via the web link below:

http://www.sepa.org.uk/pdf/wfd/regimes/car_practical_guide.pdf

SEPA Contact Name: John McKechnie
Address: SEPA South West Area
SEPA West
5 Redwood Crescent
Peel Park
East Kilbride
GLASGOW
G74 5PP

Telephone: 01355 574200

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**F. Special Requirements in Relation to Scottish Water**

The terminology used in these Special Requirements shall have the meanings assigned to them as detailed in this section with the following amendments:

“Contractor” means the Company as defined in the Agreement; and

“Contract” means the Agreement.

1.1 Special requirements in relation to Scottish Water are as follows:**1.2.1 Scottish Water Authority supplies water and sewerage services.**

In these Special Requirements the following terms shall have the meanings assigned to them:

‘Authority’ means Scottish Water (SW)

‘Authority’s Representative’ means the staff of the Scottish Water Authority or its Authorised Representatives and Agents.

1.2.2 Before commencing any work or moving heavy plant or equipment over any portion of the Site the Contractor shall confirm details of all underground plant within the Site belonging to the Authority with the appropriate Authority’s Representative for the area and service involved.**1.2.3 Where such details show that the Contractor's works or the movement of plant or equipment may endanger the Authority’s pipes or plant, the Contractor must give Scottish Water at least one week’s notice of the date on which it is intended to commence such work or movement of plant and equipment in order that the presence of buried Plant can be indicated by markers. The Contractor shall ensure that the Authority’s plant is protected from damage, but if any damage should occur THE AUTHORITY should be notified immediately****1.2.4 The following requirements must also be adhered to:**

- (i) Before any work is carried out in the vicinity of pipelines trial holes must be carefully dug by hand to confirm the position of the pipe. Assistance in tracing the line can normally be arranged by SW, who must be contacted before any trial holes are excavated.
- (ii) Allow at least 300 millimetres clearance horizontally and vertically between the respective plant in order to allow repair work to be effected.
- (iii) Effect good consolidation on reinstatement in order to reduce the effect of subsidence on the plant.
- (iv) Mechanical excavation shall not be permitted within 1,500 millimetres of the established position of a main or associated equipment Machinery working within this limit may only do so in accordance with special instructions which will be given by SW – otherwise a fence shall be erected to exclude access by mechanical plant except at designated crossing points where suitable protection to the main is provided.
- (v) SW shall be consulted before a decision is made to use explosives within 400 metres of a water main.
- (vi) Once exposed, a water main will be treated with the utmost care to prevent damage from whatever source. Further it shall be supported as necessary at all stages of excavation and back filling, to the satisfaction of SW. Only short lengths should be exposed at a time and over a no greater length than having one joint. On completion, permanent supports will if necessary, be constructed and left to avoid future settlement

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties

- (vii) In the event of a marker being disturbed for any reason, it shall not be replaced other than in the exact position and to its former depth, unless the repositioning is carried out at the discretion and under the supervision of any Authority's Representative.
- (viii) Written permission must be obtained from SCOTTISH WATER before water is obtained from the Public Supply and in particular the use of fire hydrants is PERMITTED BUT A SW LICENSED STANDPIPE MUST BE USED.
- (ix) SW shall be consulted before any piling is carried out within 15 metres of a water main.
- (x) Damage to a water main however slight even if only to the coating of the pipe, must be reported immediately to SW and work suspended and men withdrawn until an opportunity to assess the extent of any repair necessary is given.
- (xi) No traffic will be allowed to run over an unprotected main.
- (xii) For permanent road crossings the minimum cover over the top of the pipe barrel to finished road level should be 900 millimetres.

Where Permanent roads are to pass over the main, the strip along the line of the main and 1500 millimetres on either side of the centre line of the main should be excavated to a depth of 150 millimetres below the formation level of the road. A thick slab of concrete 2.7 metres wide by 150 millimetres, reinforced with mesh placed at 40 millimetres cover to the bottom of the slab should be formed over the main, before any general excavation of road forming work commences (see fig. 3). A 150 millimetre layer of hardcore should be placed over the main if ground conditions dictate.

Normal road construction can then proceed across the main providing no undue loading is created on the main (or slab) prior to the road being substantially formed.

- (xiii) Water mains are normally laid at between 750 millimetres and 1500 millimetres cover but larger mains often cannot follow minor variations in the ground contours readily and it may be shallower or deeper than this.
- (xiv) Directional drilling or any other type of non open cut installation of services shall not take place near SW plant or mains without written permission being given. Where damage occurs to a water main the consequences can be very disruptive and far-reaching. Where the damage is due to the negligence, act or omission appropriate action will be taken to recover all costs incurred by the SW in the event of an incident or occurrence.
- (xv) Where other apparatus or services are to be laid alongside a water main, a minimum separating distance of 600 millimetres must be observed. All trenches crossing the line of a water main must be kept as near a right angle to the axis of the main as possible (i.e. shorted possible crossing). Suitable means of trench support must be used to limit the width of excavation as necessary.

Where it is necessary to lay new apparatus across and above a water main a minimum distance of 150 millimetres shall be left between the bottom of the new apparatus and the top of the main. This 150 millimetres of material shall remain undisturbed and used as a base for the new work. Normal consolidated fill will then be replaced to surface level. Where apparatus must pass below a water main the trench must be dug by hand as already specified. When the crossing is complete the trench should be back-filled with lean mix concrete (20/1), up to a point 75 millimetres below the barrel of the water

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main. The concrete back fill should extend at least 1200 millimetres on either side of the water main of the trench. Two hard wood boards 200 millimetres x 450 millimetres, (tapered 50 millimetres to 250 millimetres between the 900 millimetres long edges), should then be wedged under the main (as shown in fig 1).

The excavation should then be back-filled with granular material in 225 millimetre well-consolidated layers to the original ground level.

Services or other apparatus shall not, under any circumstance, be laid parallel below a water main (see fig 1).

- (xvi) 48 hours notice of intention to back-fill under, over or adjacent to a water main must be given to SW who then may arrange a representative to advise as to the suitability and consolidation of back-fill material over the pipeline. This representative will also inspect for damage done, using Holiday Detector etc, if necessary to ensure the continuity of the coating. Notwithstanding this no material shall be used in the back filling which could cause damage to the main then or later. In particular pieces of rock, large stones, frozen materials and other hard fill should not be returned or tipped into the trenches containing exposed mains or in any part of the trench above.
- (xvii) For temporary vehicle the cover over the main should be made up to a minimum of 1.5 metres on the top of which 300 millimetres x 300 millimetres x 4.5 metre long timbers should be placed (at right angles to the axis of the main). 250 millimetres x 125 millimetres timbers should then be placed on top of the 300 millimetres x 300 millimetres timbers (lying parallel to the axis of the main). The two layers of timbers should then be spiked together (see fig 2).

In exceptional circumstances when construction traffic is likely to be heavy, further protection will be required to the satisfaction of SW. This will be reinforced concrete slabs as described in fig 3, that are removable, (see fig 2).

- (xviii) Before tree planting is carried out near mains approval must be obtained from Scottish Water.

The consent to plant trees will indicate what areas may be planted and also the type of trees.

The only hardwood plants which can not be planted directly across the main are hedge plants such as Quickthorn, Blackthorn, etc. and these should only be planted where a hedge is necessary either for screening purposes or to indicate a field boundary. Poplar and Willow trees should not be planted within 10 metres of a water main.

The following trees and those of similar size (be either deciduous or evergreen) should not be planted within 6 metres of a water main or sewer e.g. Ash, Beech, most Conifers, Elm, Horse Chestnut, Lime, Maple, Oak, Sycamore. Apple and Pear trees also come under this category.

Raspberries, Gooseberries and Blackcurrant may be planted close to a water main or sewer but a 4 metres strip (1.5 metres each side of the water main) must be left clear at all times.

Dwarf Apple Stocks may be planted to within 3 metres of a water main or sewer.

In cases where screening is required, the following are shallow-rooting and may be planted close to the mains or sewer: Blackthorn, Broom, Cotoneaster,

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Elder, Hazel, Laurel, Privet, Quickthorn, Snowberry and most ornamental shrubs.

Christmas Trees (Picca Abies) may be planted to within 3 metres of the main or sewer. However, permission is given on the strict understanding that the Christmas Trees are clear felled at intervals not exceeding seven years.

Before any landscaping is carried out near mains approval must be obtained from Scottish water.

Any consent to landscape will indicate the maximum and minimum depth of earth allowed to be added/subtracted to the overburden over the length of the pipe within which this applies. No heavy plant should be used on or around the pipe without the express permission of SW in case of structural damage.

However, no landscaping over the length of the pipe and the indicated width on the consent will be allowed that would affect SW's ability to reach the pipe in the event of an emergency.

- (xix) In the event of Scottish Water requiring work to be executed on its apparatus during the period of the Contract the Contractor shall amend his programme of working to suit any and all requirements of Scottish Water during such period of working.
- (xx) The Contractor shall under no circumstances allow material to enter the sewerage system or discharge to the sewerage system without the express permission of Scottish Water.
- (xxi) In the event of any damage whatsoever to Water or Sewerage apparatus the Contractor shall immediately inform CUSTOMER SERVICES AT SCOTTISH WATER 55 BUCKSTONE TERRACE EDINBURGH EH10 6XH. TELEPHONE: 0845 601 8855. FAX: 0131 445 5040.

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**G. Special Requirements in Relation to North Lanarkshire Council – Planning and Environment Department.**

The terminology used in these special requirements shall have the meanings assigned to them as detailed in this section with the following amendments:

“Contractor” means the Company as defined in the Agreement.

1.1 Special requirements in relation to North Lanarkshire Council are as follows:

1.1.1 The Contractor is required to comply with the special requirements of the following Planning and Environmental Departments, which should be contacted 7 days prior to commencement of the contract with full details of the proposed Works.

Address: Planning Office
Planning and Environment Department
North Lanarkshire Council Offices
Bronway
Cumbernauld
G67 IDZ

Contact Name: Tom Peebles
Telephone: 01236 616 406

Address: Pollution Control
Planning and Environment Department
453 Main Street
Coatbridge
ML5 3RS

Contact Name: Carol Ann Walker (Noise and Air Quality)
Telephone: 01236 812 418

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**H. Special Requirements in Relation to East Dunbartonshire Council – Roads Department**

The terminology used in these special requirements shall have the meanings assigned to them as detailed in this section with the following amendments:

“Contractor” means the Company as defined in the Agreement.

1.1 Special requirements in relation to East Dunbartonshire Council are as follows:

1.1.1 The Contractor is required to comply with the special requirements of the Roads Department which should be contacted 7 days prior to commencement of the contract with full details of the proposed Works:

Address: East Dunbartonshire Council
Planning and Property Assets
The Triangle Offices
Kirkintilloch Road
Bishopbriggs
G64 2TR

Head of Department Ian Ashford
0141 578 8574

Contact Name : Mike Newall
0141 578 8574

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**I. Special Requirements in Relation to Falkirk Council, Transport Planning Department**

The terminology used in these special requirements shall have the meanings assigned to them as detailed in this section with the following amendments:

“Contractor” means the Company as defined in the Agreement.

1.1 Special requirements in relation to Falkirk Council are as follows:

1.1.1 The Contractor is required to comply with the Special Requirements of the Transport Planning Department, which should be contacted 7 days prior to commencement of the contract with full details of the proposed Works:

Address: Falkirk Council
Development Services
Abbotsford House
David's Loan
FK2 7YZ

Head of Department John Angel
01324 504 820

Contact Name: Kevin Collins
01324 504 728

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**J. Special Requirements in Relation to British Telecommunications PLC**

The terminology used in these special requirements shall have the meanings assigned to them as detailed in this section with the following amendments:

“Contractor” means the Company as defined in the Agreement; and

“Contract” means the Agreement.

Special requirements in relation to British Telecommunications Plc are as follows:

1. In this Special Requirement the following terms shall have these meanings assigned to them:

- a. **‘Company’** means British Telecommunications Plc (**“BT”**).
- b. **‘Company Representative’** means the staff of BT, or its authorised representatives or Agents.
- c. **‘Apparatus’** means all boxes, cabinets, poles and plant including any associated cabling and/or ducting owned by BT.
 - (i) All works in the public highway are subject to the New Roads and Street Works Act 1991, and the Promoter of the work is legally responsible to bear the cost of safeguarding Apparatus. The “highway” includes carriageway, verges, footpaths, etc.
 - (ii) Before commencing any work, or moving of heavy plant or equipment over any portion of the site the contractor shall confirm details of the Apparatus, owned, leased or rented by the Company, within the site with the Company Representative, who can be contacted as detailed in para.1.2.12.

Apparatus maps are also available at www.bt.com/btplant. Please contact 0800 169 3849 for a user ID and password to access the system.

- (iii) Where such details show that the works or the movement of plant or equipment may endanger the Apparatus, the Contractor must give the Company Representative at least 7 days notice of the date on which it is intended to commence such works or the movement of plant or equipment in order that the presence of any sub-surface Apparatus can be indicated by markers to be supplied by the Company and placed by the Contractor under supervision of the Company Representative. The Contractor shall ensure that all Apparatus, particularly surface running cable, is adequately protected from damage and the Engineer shall approve such protective measures. In the event of a Company marker being disturbed for any reason it shall not be replaced other than in the exact position and to its former depth unless the repositioning is carried out at the direction and under the supervision of the Company Representative.
- (iv) In the event of a Company marker being disturbed for any reason it shall not be replaced other than in the exact position and to its former depth unless the repositioning is carried out at the direction and under the supervision of the Company Representative.
- (v) The Contractor shall take particular care in relation to the protection of Apparatus, where such Apparatus includes the presence within the site of optical fibre and/or co-axial cabling. The Contractor shall make every effort to avoid the disturbance of the Company’s network which, if damaged, can prove costly to reinstate. The Contractor

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shall make every effort to avoid the disturbance of Apparatus more than is absolutely necessary for the completion of the works in accordance with the Contract.

- (vi) When excavating, or backfilling around Apparatus, the Company Representative shall be given adequate notice, which should be not less than 7 days, of the Contractor's intentions in order that he may supervise the works. The Contractor should note that the normal depth of cover for Apparatus and ducts is as follows :-

- (a) in footways 350 millimetres, which is to be maintained
- (b) in carriageways 600 millimetres, which is to be maintained.

Where the 350/600 millimetres depth of cover cannot be maintained the Contractor shall carry out the instructions of the Company Representative for the protection of the Apparatus. Where the required depth of cover cannot be maintained over cabling, such cables may have to be diverted.

- (vii) All excavation adjacent to Apparatus is to be carried out by hand until the exact extent and/or location of Apparatus is known. Mechanical borers and/or excavators shall not be used within 1.0 metres of Apparatus or 2.0 metres of any pole without the supervisory presence of a Company Representative. To prevent any movement of Apparatus during excavation, complete shuttering shall be used as directed by the Engineer if:

- (a) excavation is deeper than the depth of cover of adjacent Apparatus;
- (b) excavation is within 1.0 metres of Apparatus in stable soil; or
- (c) excavation is within 5.0 metres of Apparatus in unstable soil.

If for completion of the works the Contractor intends using any of the following:

- 2. pile driving equipment within 10.0 metres of Apparatus;
- 3. explosives within 20.0 metres of Apparatus; or
- 4. laser equipment within 10.0 metres of Apparatus

the Contractor shall advise the Company Representative, in writing, in order that any special protective measures for the Apparatus affected may be arranged.

- (viii) All Company manhole, joint box and/or other access points and chambers within the site shall be kept clear and unobstructed. Access for vehicles, winches, cable drums and/or any further equipment required by the Company for the maintenance of its Apparatus must be maintained at all reasonable times. The Contractor should particularly note the footway type chambers are not specified for carriageway loading and will need to be adequately protected and/or demolished and rebuilt under supervision of a Company Representative where such chambers are likely to be placed at risk, either temporarily or permanently, from the movement of plant and/or equipment on the site. The Company Representative shall be given reasonable access to all Apparatus and chambers when required. Where BT installs Apparatus during the works this new Apparatus shall be treated as existing Apparatus for the purpose of these Special Requirements.

- (ix) For Frame and Covers that necessitate a change in level please contact the local office. If you wish to provide recessed frames and covers they will have to be supplied by the Company's agreed supplier. The Contractor must be prepared to supply and install

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such frames and covers in future, and must supply names of who will be liable for future maintenance.

- (x) In the event of any damage whatsoever to Apparatus the Contractor must immediately inform BT and report the occurrence as follows :

Call BT fault reporting on **0800 800 154**

WARNING

Entry into all BT underground structures is prohibited to all unauthorised personnel.

- (xi) For free on site assistance prior to commencement of works :

Tel : 0800 917 3993

Fax : 01332 578650

E-mail : dbyd@bt.com

Seven working days notice is required.

(Office hours: Monday to Friday 08:00 to 17:00)

Compliance with the above requirements does not relieve the Contractor of any of his obligations under the Contract.

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**K. Special Requirements in Relation to Scotland Gas Networks Ltd**

The terminology used in these special requirements shall have the meanings assigned to them as detailed in this section with the following amendments:

“Contractor” means the Company as defined in the Agreement;

“Contract” means the Agreement; and

“Engineer” means the Scottish Ministers.

1.1 Special requirements in relation to Scotland Gas Networks Ltd are as follows:

1.1.1 In these Special Requirements the following terms shall have the meanings assigned to them:

‘Company’ means Scotland Gas Networks Ltd.

‘Company Representative’ means the staff of Scotland Gas Networks Ltd or its Authorised Representatives and Agents.

‘Apparatus’ means all surface or sub-surface equipment and plant including any gas pipeline(s), main and/or service owned, leased or rented by Scotland Gas Networks Ltd.

1.1.2 Before commencing any work or moving heavy plant or equipment over any portion of the Site the Contractor shall confirm details of any Apparatus within the Site with the Company Representative, who can be contacted at the following point:

Address: Scotland Gas Networks Ltd
95 Kilbirnie Street
Glasgow
G5 8JD

Telephone: 0141 418 4145

or for on-site location of plant:

Moleseye (was Susiephone) 0800 800 333

1.1.3 Where such details show that the work or the movement of plant or equipment on the Site may endanger any Apparatus, the Contractor shall give the Company Representative at least 7 days written notice of the date on which it is intended to commence such Works or the movement of plant and equipment in order that the presence of any sub-surface Apparatus can be indicated by markers to be supplied by the Company and placed by the Contractor under the supervision of the Company Representative. The Contractor shall ensure that all Apparatus is adequately protected from damage and such protective measures shall be to the satisfaction of the Company Representative. In the event of a Company marker being disturbed for any reason it shall not be replaced other than in the exact position and to its former depth unless the repositioning is carried out at the direction and under the supervision of the Company Representative.

1.1.4 In the event of a Company marker being disturbed for any reason it shall not be replaced other than in the exact position and to its former depth unless the repositioning is carried out at the direction and under the supervision of the Company Representative.

1.1.5 The Contractor shall carry out all works in connection with the Contract with reference to the requirements of the following publications:

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- (i) Institute of Gas Engineers: IGE / SR / 18 Part 1 (1990), Communication 1947 - 'Safe Working in the vicinity of Gas Pipelines, Mains and Associated Installation' (Part 1: 'Operating at Pressures in Excess of 2 Bar').

Health and Safety Executive (HSE): HS (G) 47 - 'Avoiding danger from underground services'.

Scotland Gas Networks Ltd Specification: T/SP/SSW2 - 'Code of Practice for Safe Working in The Vicinity of Scotland Gas Networks Ltd Transmission Pipelines and Associated Installations Operating at Pressures in Excess of 7 Bar'.

Scotland Gas Networks Ltd Cathodic Protection Policy T/PL/ECP1.

- 1.1.6 The Contractor shall avoid the disturbance of Apparatus more than is absolutely necessary for the completion of the Works in accordance with the Contract. In particular 'Thrust Blocks' and other such support shall NOT be disturbed without the specific written approval of the Company Representative. The Contractor should particularly note that large diameter Gas pipelines may either be:
 - (a) High Pressure pipelines frequently operating at pressures exceeding 7 bar; or
 - (b) Low, Medium and Intermediate pressure local distribution mains below 7 bar.

For differing reasons either type poses a considerable hazard to safety if damaged. The Contractor shall also note that smaller Gas distribution pipes may be of yellow plastic, cast iron, steel or other such material and that unless specifically known to the contrary any such services encountered during the course of the Works should be assumed to be Gas pipelines and treated as such in accordance with these Special Requirements until positively identified otherwise and the Engineer so notified in writing.

- 1.1.7 No vehicle plant or machinery shall cross, stand, operate or travel within 3.0m of any Apparatus particularly gas pipelines except as approved by the Company Representative. The Contractor shall agree his methods of working near any Apparatus with the Company Representative and ensure that any Apparatus is adequately protected from damage by the use of wooden sleeper tracks or reinforced concrete rafts at crossing points as appropriate. Temporary fencing of adequate strength shall be erected to regulate the movement of vehicles plant and machinery in the vicinity of Apparatus. All such protective measures shall be to the satisfaction of the Company Representative.
- 1.1.8 Where for the purposes of completing the Works in accordance with the Contract it is necessary to lay a new service across an existing Gas pipeline whether above or below a minimum clearance of 600 millimetres shall be left between the outside of the Gas pipeline and the new service to be installed. Under no circumstances shall a new service be laid parallel above or below a gas pipeline. Hydraulic or other form of pressure testing of any new services shall not be permitted within 6.0 metres of any Gas pipeline unless precautions have been taken involving the use of pre-installation tested pipeline having a design factor of 0.3 for a distance of 6.0 metres either side of the Gas pipeline and/or such additional precautions including but not limited to sleeving barriers and the like as the Company Representative may require in consultation with the Engineer.
- 1.1.9 The Contractor shall particularly note that Gas pipelines and other Apparatus of the Company are usually cathodically protected to Scotland Gas Networks Ltd Policy T/PL/ECP1. The Company will require interaction tests to be carried out to

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determine whether its own system will be adversely affected by any new service and/or its protective measures. Any work requiring the removal modification and/or movement of Apparatus shall only be carried out by the staff of the Company and/or its authorised contractors and Agents. In the event that any cathodic protection posts and/or associated Apparatus require to be removed replaced and/or moved for the purposes of the Works the Contractor shall give not less than seven days' written notice of the requirement to the Company.

- 1.1.10 When excavating or backfilling around Apparatus, the Company Representative shall be given not less than 3 days written notice, of the Contractor's intentions in order that he may supervise the Works.
- 1.1.11 Backfilling shall be in 150 millimetres layers, or as may otherwise be directed, consolidated layer by layer to the satisfaction of the Company Representative. Fill shall be free from flints, stones and carbonaceous material. Where slabbing reduces such depth, clean sand filling shall be used.
- 1.1.12 All excavation adjacent to Apparatus is to be carried out by hand until the exact extent and/or location of Apparatus is known. The Contractor shall note the following:
- (i) Mechanical borers shall not be used within 15 metres of Apparatus; and
 - (ii) Hand held power assisted tools shall not be used within 1.5 metres of Apparatus without the supervisory presence of a Company Representative.
- 1.1.13 To prevent any movement of Apparatus during excavation, complete shuttering shall be used as directed by the Engineer if:
- (i) Excavation is deeper than the depth of cover of adjacent Apparatus;
 - (ii) Excavation is within 3.0 metres of Apparatus in Stable Soil; and
 - (iii) Excavation is within 6.0 metres of Apparatus in unstable soil.

Where excavation results in the exposing of Gas pipelines or other Apparatus, protective timber cladding shall be applied to the Gas Pipelines or Apparatus to the satisfaction of the Company Representative and shall be maintained until such excavation is reinstated and backfilled.

- 1.1.14 If for the completion of the Works the Contractor intends using any of the following:
- (i) Pile driving equipment within 15.0 metres of Apparatus (or such greater distance as may be required to ensure that the MAXIMUM peak particle velocity as measured at the Apparatus does NOT exceed 25 millimetres per second);
 - (ii) Explosives within:
 - (a) 400.0 metres of exposed Apparatus; or
 - (b) 100.0 metres of buried Apparatus.
 - (iii) Hot Works welding and the like within 15.0 metres of Apparatus; and
 - (iv) Hydraulic testing within 6.0 metres of Apparatus.

The Contractor shall advise the Company Representative, giving at least 7 days written notice, in order that any special protective measures for the Apparatus affected may be arranged. The Contractor SHALL NOT proceed with the use of any of the above without the written consent of the Company Representative.

- (i) All Apparatus manholes and/or other access points and chambers within the Site shall be kept clear and unobstructed. Access for vehicles,

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winches and/or any further equipment required by the Company for the maintenance of its Apparatus, shall be maintained at all reasonable times and unless otherwise agreed in writing by the Company representative a clearance of 6.0 metres shall be allowed for such access.

- (ii) The covers to Apparatus manholes and/or other access points and chambers shall only be lifted under the direct supervision of the Company Representative. No employee of the Contractor or of any sub-contractor employed by the Contractor shall enter any chamber and/or Apparatus of the Company unless under the supervision of the Company Representative and in any case not before a gas check as specified by the Company Representative has been carried out in the presence of the Company Representative and such checks have shown it to be safe to enter the chamber and/or Apparatus. The Company Representative shall be given reasonable access to all Apparatus and chambers when required.
- (iii) In the event of any damage whatsoever even of a minor nature to Apparatus particularly to Gas pipeline coatings and/or test leads the Contractor shall immediately inform the Engineer and report the occurrence by contacting the Company Representative. The Company Representative will arrange for repairs to be carried out.

2. Emergency Action

2.1.1 The following actions shall be taken by the Contractor in the event of a gas leak in any Apparatus:

- (i) Evacuate all personnel from the vicinity of the pipeline damage or leak.
- (ii) Remove and/or extinguish all sources of ignition for a distance of at least 200 metres in all directions from the location of the leak. This precaution shall include a ban on the use of any electrical equipment falling within this limit.
- (iii) IMMEDIATELY inform the Company, the Engineer and (if required) the Emergency services in that order.

THE EMERGENCY TELEPHONE NUMBER OF THE COMPANY IS:

0800 111 999

- (iv) Secure the area from the approach of all employee traffic and/or the general public.
- (v) Render every assistance to the Emergency Services and/or the Company as shall be requested for the purposes of mitigating damage arising from the leak and/or for the purposes of securing public safety.
- (vi) DO NOT ATTEMPT TO SEAL ANY LEAK OF GAS AT THE POINT OF DAMAGE
- (vii) Compliance with the above requirements shall not relieve the Contractor of any of his obligations under the Contract.

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**L. Special Requirements In Relation To Scottish Power Plc**

The terminology used in these special requirements shall have the meanings assigned to them as detailed in this section with the following amendment:

“Contractor” means the Company as defined in the Agreement; and

“Contract” means the Agreement.

1. In these Special Requirements, specific terms shall have the meanings assigned to them:

- (i) **'Company'** means SCOTTISH POWER PLC or its successors and assigns.
- (ii) **'Company Representative'** means the Chief Civil Engineer of the said 'Company' defined at 1(i) of this Special Requirement or other duly Authorised Engineer Representative and/ or Agent appointed for the time being to act on behalf of the said 'Company'.
- (iii) **'Plant or Equipment'** means any plant equipment gear machinery apparatus or appliance or any part thereof as defined in the Construction (General Provisions) Regulations 1961 and the Construction (Lifting Operations) Regulations 1961 owned leased or rented by the said 'Company' defined at 1 (a) of this Special Requirement.
- (iv) **'Electricity Cable(s)'** means any cabling including but not limited to 'Overhead Electricity Lines' or 'Buried Electricity Cables' owned leased or rented for the purpose of electricity transmission and supply by the said 'Company' as defined at 1.(i) of this Special Requirement.
- (iv) Before commencing any work or moving heavy plant or equipment over any portion of the Site owned occupied leased or rented by the Company the Contractor shall consult the Company Representative as early as possible and in any event not less than fourteen days before it is proposed to commence work to ascertain whether any Electricity Cable(s) or Plant or Equipment will be affected by the Works and to confirm details of any restrictions or requirements that the Company Representative may consider necessary for the safe carrying out of the Works. The Company Representative can be contacted at the following point:

Address: Iain Steele
SCOTTISH POWER
POWER SYSTEMS
Customer Connections
PO Box 8730
Bellshill
ML4 3YE

Telephone: 01698 784723 Fax : 01698 784777

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- (v) Where such details show that the Works or the movement of plant or equipment may endanger the equipment of the Company, the Contractor must ensure that the presence of any Electricity Cable(s) Plant or Equipment can be indicated by markers to be supplied by the Company and placed by the Contractor under the supervision of the Company Representative. The Contractor shall ensure that all Electricity Cable(s) Plant or Equipment are adequately protected from damage to the satisfaction of the Company Representative.
- (vi) The Work shall be carried out in conformity with the Requirements of the Health and Safety Executive and Guidance Notes:
 - (i) No. GS6 'Avoidance of Danger from Overhead Electric Cables'
 - (ii) No. GS33 'Avoiding Danger from Buried Electricity Cables'
- (vii) Except under such restrictions as the Company Representative may impose for the safety of persons and the protection of property WORKS SHALL NOT BE CARRIED OUT or cranes or other plant erected operated and/or dismantled or materials stored WITHIN THE 'PROHIBITED SPACE' WHICH IS THAT SPACE WITHIN A RADIUS OF :
 - (i) 15.0 metres OF LIVE OVERHEAD ELECTRICITY LINES WHERE LINES ARE CARRIED ON STEEL TOWERS
 - (ii) 9.0 metres OF LIVE OVERHEAD ELECTRICITY LINES WHERE THE LINES ARE CARRIED ON WOOD POLESTOGETHER WITH ANYWHERE VERTICALLY ABOVE THIS SPACE. These distances shall be maintained at all times between any Overhead Electricity Lines or anything connected to such Overhead Electricity Lines owned leased or rented by the Company.
- (viii) The Contractor and any sub-contractor employed by him shall particularly note and bring to the attention of their respective employees the danger of 'Flash-over' where as a result of the very high voltages being transmitted potentially lethal shocks can occur in close proximity to live Overhead Electricity Lines WITHOUT ANY CONTACT BEING MADE.
- (ix) Debris produced when trimming or felling trees and/or from demolition MUST NOT fall or be projected into the 'Prohibited Space'. Similarly excavation spoil must not be dumped or accumulated so as to cause infringement of the 'Prohibited Space'.
- (x) Special care MUST be taken when using material, which shall include but not be limited to, rope wire and/or measuring tape and the like.
- (xi) The Contractor shall exercise particular care when carrying out work which involves the use of water jets or piped slurry. Liquids when being carried or used for the purposes of the Works MUST NOT be allowed to splash fall or otherwise be projected into the 'Prohibited Space'.

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- (xii) If a crane or other equipment is used crane stops fencing and warning notices shall be provided by the Contractor to ensure that there can be no encroachment on the 'Prohibited Space' by crane load or other equipment even if the crane load or equipment slips fails or overturns.
- (xiii) Portable ladders used in the vicinity of the live Overhead Electricity Lines shall be of wood or other non-conducting material and shall not be reinforced by metal attachments running along stiles of the ladders. Even ladders without reinforcement can lead to serious electrical shocks if allowed to come close to live overhead equipment and therefore special precautions must be taken to ensure that the ladder cannot slip and encroach on the 'Prohibited Space'.
- (xiv) Any disturbance of or an attachment to any Plant or Equipment or Electric Cable(s) shall ONLY be carried out by the staff of the Company or its authorised contractors and/or agents.
- (xv) Long objects, which shall include but not be limited to, pipes scaffold poles ladders and/or long handled tools or any object of such length that if carried vertically could infringe on the 'Prohibited Space' MUST BE CARRIED HORIZONTALLY.
- (xvi) Where for the purposes of completing the Works in accordance with the Contract the need arises to operate within and/or travel through the 'Prohibited Space' the Contractor shall give the Company Representative not less than twenty eight days written notice of the dates upon which it is intended to operate plant or equipment or carry out any work. The permission of the Company Representative MUST be obtained in writing BEFORE any plant or equipment is operated or work of any kind is carried out WITHIN the above distances. Such operations or work shall only be carried out in the presence of the Company representative unless notice shall have been obtained in writing from the Company Representative that such a presence on Site is not required.
- (xvii) In the event of the Company requiring emergency and/or maintenance work to be executed on the Electricity Cable(s) whether Overhead Electricity Lines or Buried Electricity Cables during the period of the Contract the Contractor shall afford all reasonable facilities and access to the staff of the Company or its authorised contractors and/or agents.
- (xviii) Work should not be carried out in the immediate vicinity of the overhead lines during periods of poor visibility. If this is not reasonably practicable additional precautions MUST be taken including but not limited to the erection of appropriate barriers to ensure maintenance of the appropriate safety clearances.
- (xix) Compliance with the above requirements shall not relieve the Contractor of any of his obligations under the Contract or of the responsibility for taking every precaution to avoid risk to persons and/or damage to property.

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**M. Special Requirements in Relation to Network Rail**

The terminology used in these special requirements shall have the meanings assigned to them as detailed in this section with the following amendments:

“Contractor” means the Company as defined in the Agreement; and

“Contract” means the Agreement.

Introduction

The railway is a particularly hazardous environment. The danger from train movements, overhead power lines, buried cables and electrified rails at ground level must not be underestimated. The Industry’s safety policy and safety management systems require the enhancement of some society legislation and the following Special Requirements in relation to Network Rail indicate areas where the legislative requirements are strengthened.

These requirements apply to all types of work on Network Rail land i.e. surveying, inspection, construction and maintenance.

1. Definitions

In these Special Requirements, the following terms shall have the meanings assigned to them:

- a. **‘Contractor’** means any person or company to whom a contract for the whole (or any part) of the Works is let and for whom the Other Party is the Scottish Ministers.
- b. **‘Isolation’** means planned arrangements for the predetermined period for the interruption of traction electricity between defined locations.
- c. **‘Network Rail Company Standards’** means a standards document issued by Network Rail for its own use (as amended by Network Rail from time to time) in relation to the railway as a whole which applies to the performance of the Works.
- d. **‘Network Rail’s Representative’** means a person duly authorised to act on Network Rail’s behalf.
- e. **‘Other Party’** means a party which has contractual obligations to Network Rail under a works agreement in respect of the design, construction and maintenance of a bridge over or under the railway Infrastructure.
- f. **‘Possession’** means planned safety arrangements which control or prevent the normal movement of rail traffic on the Railway Infrastructure between defined locations and for a pre-determined period.
- g. **‘Railway’** means the Railway Infrastructure, Network Rail’s activities in carrying out the operation, maintenance and replacement of the Railway Infrastructure, and traffic on the Railway Infrastructure.
- h. **‘Railway Infrastructure’** means Network Rail’s Infrastructure and operational track.
- i. **‘Safety Personnel’** means the personnel required to implement safe working practices on or about the Railway Infrastructure.
- j. **‘Service’** means electricity cables, gas pipes, water pipes (including piped sewage), other pipelines or signalling telecommunication plant cables and equipment irrespective of owner.

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- k. **'Temporary Speed Restriction'** means a planned restriction on the speed of rail traffic between defined locations for a specific period of time.
- l. **'The Works'** means the design and construction, and where the Other Party is obliged to carry it out, the maintenance of a bridge over or under the Railway Infrastructure and all tasks incidental thereto.
- m. **'Work Site'** means any lands or other places, on, or under, in or through which the works are to be executed.

2. Access**2.1 Written Authority**

Before any activity is undertaken in connection with the Works requiring access to land in the ownership of Network Rail, written authority shall be obtained from Network Rail's Representative for access to such land including the conditions under which such access will be granted.

2.2 Procedures for Safe Access to Railway Property

Robust procedures must be established and maintained to ensure safe access for all persons to land in the ownership of Network Rail in connection with the Works and such procedures must be submitted to Networks Rail's Representative for written approval prior to access being granted.

2.3 Trespass

No person shall be permitted to access land in the ownership of Network Rail beyond the agreed limits of the Works Site or access route for the duration of the Works.

2.4 Crossing the Railway Tracks

No person shall cross or convey constructional plant and/or materials across or along any railway track unless special arrangements are made and written consent obtained from Network Rail.

Where public rights of way exist over occupation and/or accommodation level crossings and/or bridges, these crossings shall only be used in the way that they are intended to be used by the public unless special arrangements are made and written

Only in very exceptional circumstances will the provision of a temporary level crossing be permitted. Where Network Rail is prepared to accept the provision of a temporary level crossing for constructional traffic and/or public use sufficient time must be allowed for obtaining the appropriate approvals and the period of notice required by Network Rail for making the necessary arrangements for carrying out the work.

3. Risk Management**3.5 Robust Procedures for Safe Access and for Safe Working Practices**

Systems, procedures and working practices that avoid risk to the Railway arising from the Works and that protect those persons involved in the execution of the Works from risks arising from the Railway must be developed and implemented in conjunction with the Contractor's Health and Safety Plan, as defined in the Construction (Design and Management) Regulations 1994 (as amended from time

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to time). These shall be submitted to Network Rail's Representative for written approval prior to the Works being undertaken.

Specific training (i.e. Personal Track Safety Training) and competency requirements apply to persons who work on the Railway Infrastructure or require access on or near the line. The training and competence requirements of the Works must be agreed in writing with Network Rail's Representative before access is allowed.

3.6 Services

A full survey must be undertaken to ascertain the location and nature of all services within the Works Site or access route(s). All necessary protective measure must be incorporated and implemented to the satisfaction of the Network Rail's Representative.

The degree of existing protection provided to Services on or about the Railway Infrastructure can vary. Therefore Services must not be interfered with or moved unless authorised by Network Rail's Representative.

Additional precautions must be taken by the Contractor to establish the existence, position and location of any buried Services which may be present before any excavation, or the driving of objects into the ground, is undertaken. All necessary precautions shall be taken by the Contractor to avoid damaging buried Services when excavating, surcharging and driving object into the ground.

Should any unknown or unexpected Service be discovered or uncovered during the Works, the works in the vicinity of the Service must stop, ownership must be established, Network Rail and the owner of the Service must be informed and appropriate precautions for protection must be taken prior to recommencing the works.

Any service not diverted must be supported, maintained, protected as necessary and kept in working order in its existing location.

Where temporary or permanent service diversions are necessary a method and routing specification must be agreed with Network Rail's Representative. The service provided shall be maintained at all times unless otherwise agreed with Network Rail's Representative.

Any equipment (Cable Avoiding Tools (CATS) for example) utilised to establish the position of buried Services must be of a type approved by Network Rail for use on the Railway Infrastructure.

3.7 Use of explosives

Explosives must not be used on or about the Railway Infrastructure without the prior written agreement of Network Rail. Evidence of full compliance with all current legislation relating to the acquisition, storage, keeping and use of explosives must be provided.

3.8 Protection to Railway Equipment

Special protection to prevent damage to the tracks, signal and telecommunication equipment and all other railway equipment and contamination of track ballast during the execution of the Works shall be designed, constructed, maintained and removed on completion of the Works or as otherwise directed by Network Rail's Representative.

3.9 Confined Spaces

A considerable number of confined spaces exist on or about the Railway Infrastructure. In carrying out the Works all Scottish Ministers and contractors

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must fully comply with the requirements of the Confined Spaces Regulations 1997 and the associated Approved Code of Practice.

4. Programming of the Works**4.1 Possessions, Isolations and Temporary Speed Restrictions**

The use of Possessions, Isolations and Temporary Speed Restrictions should be avoided to minimise disruption to railway traffic. If the need for Possessions, Isolations and Temporary Speed Restrictions cannot be avoided then they shall only be carried out on dates and at times agreed in writing by Network Rail's Representative.

The notice periods for booking of Possessions, Isolations and Temporary Speed Restrictions are dependant upon the duration and location of the Works. At the earliest opportunity advice should be sought from Network Rail's Representative as to the requirements for booking Possessions, Isolations and Temporary Speed Restrictions.

4.2 Initial Programme

An initial programme for the Works must identify the key construction activities timing constraints and indicate when Possessions, Isolations and Temporary Speed Restrictions are being sought.

4.3 Programme Development

The programme shall be developed taking account of comments from Network Rail's Representative and must be reviewed from time to time as required.

Network Rail may cancel or alter the dates and times of any agreed Possessions, Isolations and Temporary Speed Restrictions at short notice, if this proves necessary because of the overriding operational requirements of the Railway. If this occurs alternative arrangements will be made as soon as the situation permits.

5. Method Statements

Method Statements must include a comprehensive step-by-step account of how the relevant part of the Works will be executed (incorporating where necessary maintenance and subsequent removal) including:

- Working times
- Access routes and location plan
- Plant usage and backup (including equipment and operator certificates)
- Superintendence, inspection and monitoring arrangements
- Temporary works

and as appropriate supported by:

- Design statements
- Drawings and cross sections
- Site and Ground Investigation reports including geotechnical interpretive reports
- Calculations

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties

- Settlement, noise, vibration predictions
- Design check certificates
- Risk mitigation measures
- Storage, movement and clearance of materials and equipment
- Temporary or permanent diversion of services
- Earthing and bonding arrangements near electrified equipment
- Use of Surveying equipment

Method statements for works to be carried out in Possessions, Isolations and Temporary Speed Restrictions must also include a detailed programme for each work item, which must identify critical path activities and include contingency planning i.e. standby plant and equipment etc.

Method statements must be submitted for full consideration, comment and/or approval by Network Rail's Representative in sufficient time to allow for comments to be incorporated and revised proposals to be resubmitted as necessary.

6. Site Management**6.1 Site Representation**

At the request of Network Rail, the Contractor or the Other Party must appoint a full time senior representative at the Work Site during the course of the Works.

6.2 Training

Prior to the commencement of and during the Works, familiarisation training and briefings shall be given to everyone who has access to the Works Site. Records of training and briefings are to be retained on the Works Site for inspection. Certain activities carried out during the Works may require railway specific training. These activities shall be identified and notified to the Contractor by Network Rail's Representative when the initial programme of works is submitted.

6.3 Contact Names and telephone numbers

Prior to commencement of works on the Works Site Network Rail's Representative must be provided with a list of names and telephone numbers for personnel responsible for organising remedial action in the event of an emergency on the Work Site when the Works Site is unattended.

6.4 Accommodation for Network Rail's Representative

Serviced accommodation for the use of Network Rail's Representative shall be provided in line with the requirements of and to the satisfaction of Network Rail.

6.5 Advertisements

Advertisements must not be displayed on or about land in the ownership of Network Rail without the prior written consent of Network Rail.

6.6 Working Time

The Railway (Safety Critical Work) Regulations 1994, and the supporting guidance documents, place strict limitations upon the hours that can be worked by persons who undertake Safety Critical Work as defined by the regulations. During the Works contractors who have employees carrying out Safety Critical Work must be able to demonstrate compliance with the regulations.

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**6.7 Knowledge and Understanding of English**

Supervisory staff on the Works must have sufficient knowledge of English (both spoken and written) to understand and relay safety information, instructions and training to all personnel.

6.8 Alcohol and Drugs

All personnel engaged in the Works must comply with Network Rail's current Policy on Alcohol and Drugs. A copy of this will be provided by Network Rail's Representative.

6.9 Clothing and Personnel Protective Equipment

All persons engaged in the Works must wear high visibility clothing of an approved colour, type and design (including retroreflective strips) acceptable to Network Rail. The personnel protective clothing must be worn correctly and kept in a clean condition.

6.10 Removal of Contractor's Employees

Network Rail may object to and require the immediate removal from the Works Site of any person thereon who in the opinion of Network Rail's Representative is not in a fit condition to carry out their duties, or is liable to endanger their own health and safety or that of others. Such persons will not be permitted further access to the Works Site without the written agreement of Network Rail's Representative.

6.11 Registers and Certificates

All registers, site diaries and certificates relevant to the Works must be available for inspection by Network Rail at the Works Site or other locations agreed with Network Rail's Representative.

6.12 Screens, Hoardings and Lights

Temporary screens, hoardings, guard rails, barriers, fans, protective sheeting, fencing, etc, necessary to ensure the safety and protection of the Railway, the Works and all persons in the vicinity of the Works shall be designed, constructed, maintained and modified as appropriate and removed when no longer required in accordance with agreed method statements and shall not effect signal sighting, places of safety or affect or impair the vision of train drivers.

6.13 Notifications of Accidents to Network rail

All accidents and occurrences causing damage to property or potentially affecting the safe working of the Railway; together with all Reportable Injuries and Dangerous Occurrences as defined in the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (as amended from time to time) must be reported to Network Rail.

Details of all such events shall be recorded in a format agreed with Network Rail's Representative and a copy sent to Network Rail within 24 hours of any such event.

6.14 Storage and Clearance of plant equipment and materials

All plant equipment and materials shall be kept safe and secure when not in use and shall be located as to avoid opportunity for trespass and vandalism on or directed against the Railway or land in the ownership of Network Rail.

7. Working Methods near the Railway**7.1 Use of Plant and Equipment Adjacent to the Railway Infrastructure**

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No construction plant, equipment or materials shall be used or handled in such a manner that in the event of mishandling or failure they come within a vertical plane 3.0 meters from the nearest edge of the nearest rail on which trains may run or, on a station platform, within 3.0 meters of the platform edge unless previously proposed in a method statement which has been accepted by Network Rail's Representative. (refer to paragraph 8.3.1)

7.2 Stability of Track

Excavation near the Railway Infrastructure shall be in accordance with agreed method statements and not commence until all measures required to monitor and maintain the stability of the track and/or structure have been implemented and Network Rail's Representative has indicated that there is no further objection to proceeding with the excavation work.

7.3 Emergency Action

A detailed procedure for dealing with emergencies relating to the Work Site shall be produced in consultation with Network Rail's Representative. This procedure shall be accepted in writing by Network Rail before work starts and shall be reviewed and updated as circumstances vary. Key actions shall be set out on a poster to be prominently displayed in locations to be agreed with Network Rail's Representative. These must include the method of stopping trains in the event of an incident that could affect the safety of trains and/or persons and, in the case of an electrified line, how to arrange to have the current switched off.

All staff and operatives shall be made fully conversant with this procedure. Auditable checks should be undertaken at intervals agreed with Network Rail's Representative to monitor this understanding and evidence thereof shall be maintained on site and available for inspection by Network Rail's Representative.

7.4 Rail Traffic during a Possession or Isolation

During a possession it may be necessary for engineers, trains and/or on-track machines to pass through the Work Site by prior arrangement. This will necessitate the temporary clearance of the railway track and cessation of those activities that could affect their passage or the safety of personnel on or near the line.

8. Electrified Railways**8.1 Electric Traction Equipment**

Attention is drawn to the presence in some areas of electric traction equipment associated with either overhead line equipment above and at track level and/or third or fourth conductor rails at track level. Either system carries a potentially lethal electric current and the close proximity to this equipment can cause death or severe injury.

Warning notices acceptable to Network Rail shall be erected in prominent positions agreed by Network Rail's Representative.

All requirements as advised by Network Rail as to the earthing and bonding (or electrical segregation) of metalwork and foil covered sheet materials shall be complied with.

8.2 Robust Procedures for Safe Access and Safe Working Procedures

Further robust procedures (in addition to those referred to in paragraph 2.2) shall be established and maintained to ensure safe access for all persons to the Railway Infrastructure and safe working practices where the Railway Infrastructure is

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electrified. These procedures must be submitted to Network Rail's Representative for written approval prior to the Works being undertaken.

8.3 Precautions

Electric traction equipment is charged at high voltage and unless Isolation and permit to work arrangements are in force shall be treated as being live at all times and the following precautions shall be observed:

8.3.1 Overhead Line Equipment

Work shall not be carried out, cranes or other plant erected, operated and/or dismantled or materials stored within the prohibited space which is that space within a radius of 3.0 metres of the live overhead equipment together with anywhere vertically above this space.

The figure of 3.0 meters used in determining the prohibited space shall be increased by the length of any tool, equipment and/or material being handled. However, work on the track, platforms, walkways and the like below the overhead equipment is permitted without special precautions provided that tools, equipment and/or materials are not at any time raised above head height.

Long objects, which shall include but not limited to, pipes, scaffolds, poles ladders and/or long handled tools or any object of such length that if carried vertically could infringe on the prohibited space shall be carried horizontally below head height.

Electrically conductive surveying equipment shall not be used within 3.0 meters of any overhead line equipment or any rail.

Any disturbance of or any attachment to any equipment forming part of the electric traction system shall only be carried out with the full consent of Network Rail.

8.3.2 Third or Fourth Rail Electrification

Work in the vicinity of the third or fourth rail electrification will involve the provision of special protection or isolations to the equipment.

Electrically conductive surveying equipment shall not be used within 3.0 metres of any rail inducing electrified third rail.

8.4 Protective Screens

At the sole discretion of Network Rail's Representative it may be appropriate for protective screens adjacent to overhead line equipment or third/fourth rail electrification to be provided to enable certain works to continue without Isolations being required.

8.5 Crash Decks

At the sole discretion of Network Rail's Representative it may be appropriate for crash decks to be provided to enable certain works to be carried out above the Railway without Possessions and/or Isolations being required.

8.6 Temporary Access Structures

At the sole discretion of Network Rail's Representative it may be appropriate for a temporary access structure above the overhead line equipment to be provided to permit continued working without Isolations being required.

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8.7 Erection and Removal of Screens and Platforms

Erection, inspection, maintenance and removal of screening and/or platforms and/or access structures shall be carried out under the protection of Isolations and Possessions unless otherwise agreed by Network Rail.

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**N. Special Requirements in Relation to Cable and Wireless UK**

The terminology used in these special requirements shall have the meanings assigned to them as detailed in this section with the following amendments:

“Contractor” means the Company as defined in the Agreement; and

“Contract” means the Agreement.

Special requirements in relation to Cable and Wireless UK are as follows:

1. Introduction

This document sets out the procedure that will apply when Other Parties intend or are undertaking works in the vicinity of Cable and Wireless UK apparatus.

2. Purpose of Document

This document provides a means by which the Cable and Wireless UK specific special requirements relating to their apparatus regardless of it being situated in the public highway / road, private street, land or any other areas is made aware to Other Parties.

3. Scope

This document will be presented to Other Parties or Contractors to encourage those undertaking works within the vicinity of Cable and Wireless UK apparatus to refer to and comply with. This is in order to protect where necessary the Cable and Wireless UK apparatus and to avoid damage to the apparatus and loss of service.

Other Parties or Contractors who intend or are undertaking works in the vicinity of Cable and Wireless UK apparatus may obtain details of the special requirements required by Cable and Wireless UK by contacting Atkins Telecoms, who act on behalf of Cable and Wireless UK, at their Bristol NRSWA Operations Centre listed in Appendix A.

A National Joint Utilities Group (NJUG) document NJUG 9 titled “Recommendations for the Exchange of Records of Apparatus between Utilities” provides useful reference material.

It should be noted that, where appropriate, additional information on avoiding danger from underground apparatus is contained within the HSG47 guidance book titled “Avoiding Danger from Underground Services.”

4. Cable and Wireless UK Network and Apparatus

Damage to Cable and Wireless UK apparatus is extremely disruptive and can be expensive to repair, especially where long lengths of cable have to be replaced.

In order to maintain the network integrity and minimise disruption to service, it is essential that disturbances are absolutely minimal. When working within the vicinity of Cable and Wireless UK apparatus, extreme care is necessary in order to avoid costly repairs. The Other Parties / Contractor shall make every effort to ensure that disturbance of Cable and Wireless UK apparatus is no more than is absolutely necessary for the completion of the works in accordance with their contract.

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**5. Plant Records**

It is the responsibility of the Other Parties undertaking works which may affect Cable and Wireless UK apparatus to obtain all relevant Cable and Wireless UK plant records from our agent Atkins Telecoms prior to works commencing. This may be done by contacting the Atkins Telecoms Bristol NRSWA Operations Centre listed in Appendix A.

Plant records for such enquiries will generally be provided within 10 working days of receipt and in compliance with the New Roads and Street Works Act 1991 [NRSWA] requirements. If Cable and Wireless UK plant is affected, the response will contain reference to this document. Other Parties and Contractors are advised to refer to the National Joint Utilities Group [NJUG] 9 Document which outlines recommendations for the exchange of records of apparatus between utilities.

6. Definitions

The following definitions are applicable in this document:

- (i) "Apparatus" means all surface or sub-surface equipment and plant used by Cable and Wireless UK including any associated cables or ducts owned, leased or rented by Cable and Wireless UK.
- (ii) "Cable" means any polythene or other sheath containing optical fibres or metallic conductors.
- (iii) "Depth of cover" means the depth from the surface to the topmost barrel of the duct nest, in the case of ducts encased in concrete, to the top of the concrete, and in the case of directly buried cable, the top of the cable.
- (iv) "Jointing chamber" means any manhole, surface box or other chamber giving access to Cable and Wireless UK apparatus or their network.
- (v) "Utility" means an organisation licensed to provide gas, water, electricity, Cable TV or telecommunications services.
- (vi) "Developer" means an organisation licensed to develop industrial/ residential premises or given licence to connect to utility apparatus.
- (vii) "Contractor" means the individual, firm or company contracted to undertake the work for a Utility or Other Parties.
- (viii) "Other Parties" means the Utilities, Highway Authorities, Developers, Street Authority (Roads Authority - Scotland).
- (ix) "Site" means the location of, or in the vicinity of, the various works.

7. Requirements

Prior to commencing any work or moving heavy plant or equipment over any portion of the site, the Other Parties or Contractor shall notify Atkins Telecoms [acting on behalf of Cable and Wireless UK] of their intentions. This may be done by contacting the Atkins Telecom Bristol NRSWA Operations Centre listed in Appendix A.

Upon receipt of this notification, Atkins Telecoms will identify if Cable and Wireless UK apparatus is affected. If any Cable and Wireless UK apparatus is affected by the works then Atkins Telecoms will provide necessary records and confirm details of Cable and Wireless UK apparatus and network operated within the affected area or adjacent to the proposed work site.

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**7.1 Location of Plant**

It is the responsibility of the Other Parties or Contractors to undertake adequate plant location procedures. These may include searches for metallic cables which must be performed by actively inducing a signal in a cable conductor via a transmitter. A passive search is not considered sufficient.

Before applying a tracing signal to the Cable and Wireless UK apparatus, the Other Parties or Contractors shall seek confirmation from Atkins Telecoms that the Cable and Wireless UK clients' apparatus will not suffer any disruption to the Cable and Wireless UK networks normal workings as a result of the nature of the signal being induced.

7.2 Trial Excavations

Optic fibre cables are very susceptible to damage from excavation tools. They are not electrically conductive and cannot be located by radio induction methods. Once an approximate location is known, the exact location must be ascertained by means of hand dug pilot holes.

Where the work to be carried out by the Other Party or Contractor involves excavation in the vicinity of our clients' apparatus, the Other Party or Contractor shall, by trial excavation at his own expense, determine the exact location and depth of the Cable and Wireless UK apparatus.

All excavations adjacent to the Cable and Wireless UK apparatus are to be carried out by hand until the extent and /or location of the apparatus is known.

All excavation work shall be executed in accordance with the current issue of Health and Safety series booklet HSG47, Avoiding danger from underground services.

8. Depths of Cover

The Other Party or Contractor should note that the minimum depths of cover for Cable and Wireless UK apparatus which shall be maintained together with specified separation requirements. Where the minimum depths of cover specified by Cable and Wireless UK cannot be maintained, the Other Party or Contractor shall at their own expense, carry out the instructions of Cable and Wireless UK requirements for the protection or diversion of their apparatus.

The Other Party or Contractor should have particular regard to the possibility of encountering Cable and Wireless UK apparatus (including ducts and cables), at depths of cover other than that reported.

Where directly buried cables are encountered and the required depth of cover cannot be maintained, the cables shall be protected [as specified by Cable and Wireless requirements] and will be all at the Other Parties or Contractors expense.

Surface cables (such as cables on bridges or walls) which are liable to be placed in danger from the Other Parties or Contractors works shall be protected, at the Other Parties expense, as directed by the Cable and Wireless UK representative.

9. Separation

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Reference should be made to HSG47 to ensure that adequate separation is achieved. The following details outline the specific requirements of Cable and Wireless UK and capture the HSG47 requirements:-

9.1 High Voltage Cables

High voltage single core cables of 1000 V and above shall have a minimum clearance from Company Apparatus of 500 millimetres.

High voltage multi-core cables of 1000 V and above shall have a minimum clearance from Company Apparatus of 350 millimetres.

In exceptional circumstances where the above clearances cannot be maintained, the separating distance may be reduced to a minimum of 175 millimetres. In such circumstances, concrete, of a quality as directed by the Company Representative, must be inserted to completely fill the space between the High Voltage cable and the Company Apparatus, in accordance with the requirements of the Company Representative. Any further services must have a minimum clearance of 250 millimetres from the concrete.

9.2 Low Voltage Cables

Low voltage cables of less than 1000 V shall have a minimum clearance from Company Apparatus of 180 millimetres. In exceptional circumstances where the above clearance cannot be maintained, the separating distance may be reduced to a minimum of 75 millimetres.

In such circumstances, concrete, of a quality as directed by the Company Representative, must be inserted to completely fill the space between the services, in accordance with the requirements of the Company Representative. Any further services must have a minimum clearance of 250 millimetres from the concrete.

9.3 Ancillary Electrical Apparatus

Lamp posts, traffic posts and other such ancillary electrical apparatus shall have a minimum clearance of 150 millimetres from underground Company Apparatus and 600 millimetres clearance from above ground Company Apparatus.

9.4 High pressure gas mains and other Undertakers plant/equipment

High pressure gas mains shall have a minimum clearance of 450 millimetres from Company Apparatus. All other undertakers' plant and equipment, when running in parallel with Company Apparatus, shall have a minimum clearance of 200 millimetres. Where gas mains cross Company Apparatus, the minimum clearance shall be 200 millimetres. All other undertakers' plant and equipment, when running across Company Apparatus, shall have a minimum clearance of 100 millimetres.

9.5 Other Undertakers plant

Other undertakers' plant and equipment which runs in parallel with Company Apparatus shall have a minimum clearance of 200 millimetres. All other undertakers' plant and equipment when running across Company Apparatus, shall have a minimum clearance of 100 millimetres.

9.6 Tramways

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Each separating distance shall be individually agreed with the Company Representative.

10. Jointing Chambers**10.1 Protection**

Footway type jointing chambers are not designed to withstand carriageway loadings.

Where such chambers are liable to be placed at risk, either temporarily or permanently, from vehicular traffic or from the movement of plant and/or equipment, they will need to be adequately protected. Alternatively, they may have to be demolished and rebuilt to carriageway standards, at the Other Parties or Contractors expense under supervision of Cable and Wireless UK representative.

All Cable and Wireless UK jointing chambers and / or other access points shall be kept clear and unobstructed. Access for vehicles, winches, cable drums and / or any further equipment required by Cable and Wireless UK for the maintenance of its apparatus, must be maintained at all reasonable times.

10.2 Access

The covers to Cable and Wireless UK jointing chambers and / or apparatus shall only be lifted by means of the appropriate keys and under the direct supervision of a Cable and Wireless UK representative. Other Parties or Contractors shall not enter any Cable and Wireless UK jointing chamber and / or apparatus unless under the supervision of a Cable and Wireless UK representative and in any case not before the mandatory gas test has been carried out in the presence of Cable and Wireless UK representative and such checks have shown it to be safe to enter the Cable and Wireless UK chamber and / or apparatus. The Other Parties or Contractors shall be given reasonable access to Cable and Wireless UK apparatus and chambers when required.

11. Notification Periods

Where the Other Parties or Contractors works or the movement of plant or equipment may endanger Cable and Wireless UK apparatus, the Other Party or Contractor shall give the Cable and Wireless UK agent Atkins Telecoms [as indicated at Appendix A] **at least 7** working days notice in writing of the intended date to commence operations.

No excavation should be made without first consulting the relevant Cable and Wireless UK apparatus layout drawings, which will be made available from the Cable and Wireless UK agent Atkins Telecoms on request and allowing 28 working days for processing the relevant drawings. However, should this not be possible, direct contact should be made to the Atkins Telecoms Bristol NRSWA Operations Centre as soon as possible to assess the situation.

When excavating, moving or backfilling (including use of Foamed Concrete for Reinstatements – FCR) around Cable and Wireless UK apparatus, Atkins Telecoms (as agent for Cable and Wireless UK) shall be given adequate prior written notice of the Other Parties or Contractors intentions, in order that the works may be adequately supervised. Such notice shall not be less than 3 working days.

12. Excavation and Backfill

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All excavations adjacent to Cable and Wireless UK apparatus are to be carried out by hand until the extent and or location of the Cable and Wireless UK apparatus is known.

Use of mechanical borers and / or excavators shall not be used without the supervisory presence of a Cable and Wireless UK representative or a given exemption.

Shuttering of the excavation or support to Cable and Wireless UK apparatus, at the Other Parties or Contractors expense, shall be used as directed by the Cable and Wireless UK representative.

At least 7 working days notice must be given to Atkins Telecoms as agent for Cable and Wireless UK in order that any special protective measures may be required to protect Cable and Wireless UK. apparatus, at the Other Parties or Contractors expense, when equipment such as pile driving, explosives, laser cutting high powered RF equipment or RF test gear, is to be used in conjunction with the works.

Other Parties or Contractors are advised to refer to the National Joint Utilities Group [NJUG] 4 Document which outlines the identification of small buried mains and services.

13. Foam Concrete

If foam concrete is being used as the backfill material, it shall not be used either above or within 500 millimetres of any Company Apparatus. A suitable material in accordance with the specification for the Reinstatement of Openings in Highways shall be substituted.

14. Attendance of Company Representative

If a situation requires the attendance on site of a Cable and Wireless UK representative for a continuous period of more than 6 hours, suitable facilities shall be provided by the Other Party or Contractor, at their expense, to meet the office and ablution requirements.

15. Damage Reports

In the event of any damage whatsoever occurring to our Cable and Wireless UK apparatus, the Other Party or Contractor shall immediately inform Cable and Wireless UK by contacting their agent Atkins Telecoms at their Bristol NRSWA Operations Centre as identified in Appendix A.

All relevant costs of any subsequent repair and / or removal of the Cable and Wireless UK apparatus shall be charged to the Other Party or Contractor, irrespective of who affects the repair.

The above requirements do not relieve the Other Party or Contractor of any of their obligations under their contract.

16. References

The following reference materials relate to this document:

1.1.1. Document Number	1.1.2. Document Title
1.1.3. Volume B	1.1.4. Generic Documents for Tendered and Period Contract Works for C&W.
1.1.5. ISBN 0 10 542291 6	1.1.6. New Roads and Street Works Act 1991

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1.1.7.	0 7176 1744 0	1.1.8.	HSG47 Avoiding Danger from Underground Services
1.1.9.	NJUG 4	1.1.10.	The Identification of Small Buried Mains and Services
1.1.11.	NJUG 7	1.1.12.	Recommended Positioning of Utilities' Apparatus for New Works on New
		1.1.13.	Developments and in Existing Streets
1.1.14.	NJUG 9	1.1.15.	Recommendations for the Exchange of Records of Apparatus Between Utilities
1.1.16.	ISBN 0- 11- 552546-7	1.1.17.	Code of Practice for Recording of Underground Apparatus in Streets (010503)

17. Document History

1.1.18.	Issue Status	1.1.19.	Summary of Changes from Previous Version	1.1.20.	Date
1.1.21.	5	1.1.22.	Major revision to incorporate omitted items from client's document	1.1.24.	January
		1.1.23.	SOE 4461 Issue 7	1.1.25.	2003
1.1.26.	Issue 6	1.1.27.	Change doc reference from NRSWS to OSM	1.1.28.	March 2002

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**Street Works Contacts for Cable and Wireless UK representatives**

Section	Contact	Telephone	Fax No.	E Mail
National HAUC & NR & SWA Compliance	Atkins Telecoms Harry Pendleton Hyde House Oldbury Bracknell Berkshire RG12 8WS	01324 474270 Mobile 07803 259857	01324 474386	harry.pendleton@atkinsglobal.com
NRSWA Bristol General NRSWA items	Group e-mail			NRSWA.Bristol@atkinsglobal.com
NRSWA Manager (Admin)	Atkins Telecoms Harry Pendleton Hyde House Oldbury Bracknell Berkshire RG12 8WS	Joanne House 01454 628808	0870 240 3012	joanne.house@atkinsglobal.com
Diversionsary Works	-----ditto-----	James Niblett 01454 628808	0870 240 3012	
S 71 Defects	-----ditto-----	Julia Stoddart 01454 628808	0870 240 3012	Julia.stoddart@atkinsglobal.com
S 81 Defects	-----ditto-----	Julia Stoddart 01454 628808	0870 240 3012	-----ditto-----
Inspection Reports	-----ditto-----	Julia Stoddart 01454 628808	0870 240 3012	-----ditto-----
Invoices	-----ditto-----	Julia Stoddart 01454 628808	0870 240 3012	-----ditto-----
Co-ordination	-----ditto-----	Julia Stoddart 01454 628808	0870 240 3012	-----ditto-----
General queries on individual EToN notices	Liaise direct with the originator of the notice			
EToN batch file failures	-----ditto-----	Julia Stoddart 01454 628808	0870 240 3012	-----ditto-----
Plant Enquires	-----ditto-----	General Duty 01454 628808	0870 240 3012	
Emergency out of hours Contact No.		0845 602 1585		

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**O. Special Requirements in Relation to Coal Authorities**

The terminology used in these special requirements shall have the meanings assigned to them as detailed in this section with the following amendments:

“Contractor” means the Company as defined in the Agreement;

Special requirements in relation to Cable and Wireless UK are as follows:

Guidance Notes for Permission to Enter or Disturb Coal Authority Mining Interests**1. Introduction**

Under the Coal Industry Act 1994 ownership of in situ coal, coal mines (both current and disused) and coal mine shafts and audits (previously vested in British Coal) transferred to the Coal Authority (“the Authority”).

Any activities which intersect, disturb or enter any of the Authority’s coal interests require the prior written permission of the Authority. Failure to obtain such permission will result in trespass and the potential for court action. Such activities include initial investigation and any subsequent treatment of coal mine workings and coal mine entries for ground stability purposes.

2. Information Required

To enable the Authority to consider the grant of any permission to enter or disturb coal or coal mine workings the Applicant must include the following information:

- i. Name and address of Applicant i.e., person taking liability for the works.
- ii. Name, address and location of the site.
- iii. Description of the proposed works including the method of investigation and method of treatment of any mine entries or mine working.
- iv. Proposed date of commencement and duration of works affecting Coal Authority interests.
- v. Details of measures the Applicant would take to prevent or remedy spontaneous combustion of coal (including details relating to the sealing of boreholes), uncontrolled emissions of mine gas or water or other hazard directly or indirectly caused by the proposed activities both during works and following completion of works.
- vi. A plan on reasonable scale (to allow for digitisation on to the Authority’s database), including salient surface features and preferably correlated to Ordnance Survey national grid.

The plan must include:

1. The limits of the site boundary
 2. The extent of mining related features to be investigated and/or treated, clearly delineated, if different to above.
 3. The nature and position of the proposed development in relation to the area to be treated.
- vii. Details and location, where known, of the coal mine workings and coal mine entries to be investigated. (Historic mining plans can be obtained from the Authority’s Mining Records Office (01623 638 233 / 235), furthermore mining reports can be obtained from the Mining Reports Section (0845 7626848) or online at:

www.coalminingreports.co.uk

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**3. Consideration of Application**

The Authority will process all applications having due regard to its statutory obligations; applicants should normally allow approximately **1 calendar month** for the processing of the application prior to the start of any intrusive coal mining investigations, assuming all necessary information has been supplied and the requisite fee has been paid. Large or complex sites may require more time for the necessary background studies to be completed. The Applicant should respond promptly to any request for information.

4. Fees (From April 2006)

Fees are based upon either the area of former mine workings or the number of mine entries to be investigated and/or treated.

- (i) **£100.00 per 0.1 Hectare** (1000 metres squared) or part thereof up to a maximum of £2500 (2.5 Hectares or above).
- (ii) Investigation and/or treatment of mine entries (shafts and audits) only will be charged at £100 per entry up to a maximum of £2500 (25 shafts or more).
- (iii) Applications can, in exceptional circumstances, be considered within 2 weeks but will be subject to an expediting fee of twice the normal applicable charge.
- (iv) Retrospective applications will be considered provided all investigation and treatment works have been completed and recorded to accepted published standards. Retrospective applications will be punitively charged at twice normal applicable rate.
- (v) In both the above scenarios (iii & iv) the maximum fee shall also be doubled.

5. General

Applicants should note the following in relation to their submissions:

- a. The Authority reserves the right to require additional information and explanation from the Applicant.
- b. The Authority may, from time to time, undertake site visits to ensure adherence to the terms and conditions of the permit.
- c. The Authority reserves the right to withhold permission should any information (including the requisite fee) which in the Authority's opinion is critical to the evaluation of the application, not being forthcoming from the Applicant.
- d. In certain cases the Authority may require security for liabilities including but not limited to default on such items as treatment of shafts and adits and the grouting of former coal workings.
- e. The Authority may under certain circumstances require the Applicant to incorporate measures, within any remediation, to monitor or control mine gasses or water.

Applicants should notes that former coal mine workings can contain both mine water and mine gas, sometimes under pressure. Drilling contractors should be competent and have the necessary experience to enter mine workings. Applicants should be conversant with all current applicable legislation and be familiar with and take account of the advice and references contained in publications relevant to the circumstances from authorities such as:

British Drilling Association (BDA) – Code of Safe Practice.

Construction Industry Research and Information Association (CIRIA) – Special Publication 32, Construction over Abandoned Mineworkings.

Department of the Environment – Planning Policy Guidance Notes – PPG 14 & Minerals Planning Guidance Notes – MPG12.

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On completion, selected technical details of the works carried out will be entered onto the Authority's database to reflect the work carried out and to ensure its availability to the public through the Authority's mining reports system.

It should be noted that the permission of the surface owner (if different from the Applicant), various regulatory authorities and other parties who have legal interest may also be required.

Any coal encountered during site investigation works which is proposed to be dug and carried away from the site will require activities which involve exploration for coal, the winning and working of coal, or the exploration for coal mine or coal bed methane are also dealt with under separate documentation. Such activities may also require approval from regulatory bodies such as the Health and Safety Executive and Environment Agency.

Model documentation is available on the Services/ Licensing and Indemnities/ Model Documents section of the Authority's website: www.coal.gov.uk. For queries regarding applications for permission to enter or disturb coal mining interests please contact the Licensing and Indemnities Office:

Scotland: North East: Yorkshire; East Midlands:

Keith Banton. Tel: 01623 638320 or keithbandton@coal.gov.uk

North West; West Midlands; Wales; South West:

Terry Williams. Tel: 01623 638266 or terrywilliams@coal.gov.uk

General enquiries Tel: 01623 638370 or 01623 638377

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties

Permission to Enter or Disturb Coal Authority Mining Interests

EXAMPLE

Name and Address of Applicant:

Site Description / Address:

DESCRIPTION OF WORKS PERTAINING TO THIS PERMIT

[xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx Client's description of planned work xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx]

Permit Ref: 0000

Terms and Conditions

The Applicant must sign this document to signify acceptance of the terms and conditions set out below. On the document being duly signed on behalf of the Coal Authority (the "Authority"), the Applicant will have permission within the designated area as submitted ("the Site"), to carry out works as detailed above to Authority mining interests. This permit will expire 12 months from the countersigned dates ("the effective date") of this document unless an extension has been sought and granted.

1. The Applicant will take all the steps, including the erection and maintenance of fences and warning notices, necessary to prevent any person from falling into or interfering with any mine entry, mine working, mining collapse, excavation or borehole during and as a result of these works.

2. The Applicant will ensure that nothing is deposited, falls or flows into any mine entry, mine working, mining collapse, excavation or borehole which by itself or in combination with anything else which may be or which might reasonably be expected to be, in or adjacent to any such mine entry, mine working, mining collapse, excavation or borehole, could block or weaken any underground excavations beyond the designated area, or could cause or aggravate pollution of underground water, or could cause an nuisance or harm to persons or property on the surface or underground, including any mining operations.

3. The Applicant will ensure that appropriate equipment is available on the Site and that testing procedures are adopted to detect the emission of any flammable or noxious gas from any part of the site, and take appropriate action to protect members of the public and workmen. Furthermore, as far as is reasonably practicable, the Applicant will take all appropriate measures to prevent mine gasses migrating into neighbouring properties as a result of these works.

4. The Applicant will notify the Authority's Surface Hazards Office using the 24 hour Emergency Call Out Service on 01623 646333, immediately there is evidence of spontaneous combustion of coal, uncontrolled emissions of mine gas or water or other hazard directly or

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indirectly caused by or related to the above mentioned activities both during and following completion of works. The Applicant will seeking proper advice if necessary, take all necessary steps for the purpose of controlling, extinguishing or making safe any of the above mentioned hazards.

5. The Applicant will comply with all reasonable directions given by the Authority which the Authority in its absolute discretion believes is necessary to safeguard coal mine workings, mine entries, the environment or public safety.

6. The Applicant will provide to the Authority and its representatives all necessary facilities at all reasonable times to inspect the site, and ensure that all permissions, consents and private or other rights are adequate to entitle the Authority or those authorised by it to gain access to the site for any purpose connected with eh carry8ng out of its statutory duties, powers and obligations. The Applicant will notify the Authority's Licensing and Indemnities Office at least 48 hours prior to starting intrusive work on the site and supply contact details of a nominated site supervisor.

7. Should it be found necessary, for whatever reason, to change the method of treatment, design or specification or the works from that contained in the application to the Authority, the prior permission of the Authority must be obtained before proceeding (such permission not to be unreasonably refused or delayed).

8. The Applicant will take account of the possibility of unrecorded mine workings and unrecorded disused mine entries within the site.

9. The Applicant should be conversant with all current applicable legislation and will adopt appropriate practices and procedures for working and drilling in hazardous conditions associated with mine workings and mine entries and seek advice as may be necessary from suitably qualified persons. The Applicant should ensure that contractors are competent and have the necessary experience to enter mine workings.

- (i) Immediately on completion of each borehole it shall be temporarily plugged or sealed pending permanent sealing. Permanent sealing must be effected with sulphate resisting cement. Such permanent sealing to be throughout the borehole to full depth, and to take place as soon as practicable, having regard to the proposals for site stabilisation.
- (ii) A written report summarising the works carried out must be submitted to the Authority's nominated representative within 3 months of the completion of operations. The report must include details of all excavations, gas and water encountered, treatment and stabilisation work carried out (including engineering drawings) and grout takes. Included in the report must be a plan to a reasonable scale, showing salient surface features and correlated to Ordnance Survey national grid showing all boreholes and excavations, and the positions of mine entries and voids provided by the works.
- (iii) The Applicant shall, for a period of 6 years from the date of completion of the works, indemnify the Authority against liability fro claims, losses or damages, including claims by the Applicant, whether arising as a result of any failure by the Applicant or the Applicant's contractors to comply with the requirements of this permission, or as a result of any act, failure, inadequacy omission, negligence or default by the Applicant or the Applicant's contractors in designing or carrying out the work.

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- (iv) All costs incurred in compliance with this permission shall be borne by the Applicant.
- (v) For the avoidance of doubt, this permission does not confer upon the Applicant nor anyone acting on his behalf any right whatsoever to explore for coal, win and work coal, or to explore for coal mine or coal-bed methane. Where it is necessary to dig and carry away coal as part of the development, separate prior written permission must be sought from the Authority.
- (vi) The Applicant will be responsible for obtaining any necessary permissions under the Town and country Planning and any other relevant legislation and for notifying statutory undertakers and other relevant bodies of his own intentions, and for establishing the positions of any services on site.
- (vii) The Applicant will obtain all necessary consent from surface and mineral owners, to obtain access to, and occupation of the site and to carry out operations in any mine or mineral not vested in the Authority.
- (viii) If at any time the Authority considers the Applicant to be in breach of any of the obligations or conditions of this document, the Authority may terminate this permission, with immediate effect, by oral or written notice at which point all activities interfering with Coal Authority properties must cease.
- (ix) Where in the Authority’s opinion any mine entry’s proximity to a proposed new development is likely to increase its liabilities the Applicant agrees to take a formal conveyance of the mine entry(s). All such mine entries shall be fully stabilised by the Applicant prior to the conveyance. The conveyance will be on the Authority’s standard terms and conditions for the nominal sum. The purchaser will be required to make a payment of £200 including VAT, towards the Authority’s legal and other costs.

This permit should be signed and returned to the address given below, including the requisite accompanying information outlined in the guidance notes (part II) and the appropriate fee.

I agree to the terms and conditions set out in this permission.

Signed: Date:
(Please print clearly) Email:
Name: Telephone:
Position:
For and on behalf of:

Note that only when the document is subsequently reissued, duly signed on behalf of the Coal Authority is permission granted.

Signed: Date: (“the effective date”)

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For and on behalf of The Director of Mining Projects/ Property, the Coal Authority.

Nominated Representative: Mr A N Other, Indemnities Manager, Tel: 01623 427162

Email: thecoalauthority@coal.gov.uk

**The Coal Authority, Licensing and Indemnities Office, 200 Lichfield Lane, Mansfield,
Nottinghamshire, NG18 4RG**

Permit Ref: 0000

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**APPLICATION FOR PERMISSION TO ENTER OR DISTURB COAL AUTHORITY MINING INTERESTS****To be read in conjunction with Guidance Notes**

i. Name and address of Applicant (i.e. person taking liability for the works).	ii. Name, address and location of site. (Please include O.S grid references where known).
iii. Description of the proposed works including the method of investigation an method of treatment of any mine entries or mine working. Please include any additional supporting information that may help with the determination of the application.	
iv. Proposed date of commencement and duration of works affecting Coal Authority interests.	
v. Details of measures the Applicant would take to prevent or remedy spontaneous combustion of coal (including details relating to the sealing of boreholes), uncontrolled emissions of mine gas or water or other hazard directly or indirectly caused or related by the proposed activities both during works and following completion of works.	

Please return the completed application along with requisite plan and appropriate fee to:

The Coal Authority, Licensing and Indemnities Office, 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG

Scotland; North East; Yorkshire; East Midlands – Keith Banton Tel: 01623 63820 or keithbantont@coal.gov.uk

North West; West Midlands; Wales, South West – Terry Williams. Tel: 01623 638266 or terrywilliams@coal.gov.uk

General enquiries Tel: 01623 638370 or 01623 63837

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**P. Special Requirements in Relation to Traffic Scotland**

Terminology used in these special requirements shall have the meanings assigned to them as follows:

“Contractor” means the Company as defined in the Agreement; and

“Contract” means the Agreement

10. In this Special Requirement, the following terms shall have the meanings assigned to them:

- a. **‘Authority’** means Transport Scotland, Road Network Management and Maintenance Division.
- b. **‘Authority Representative’** means the Traffic Scotland Operating Agent appointed by Authority.
- c. **‘Term Contractor for the maintenance of Traffic Scotland (NM&GW)’** means the specialist service contractor(s) employed by the Authority Representative to maintain Traffic Scotland equipment and system and provide services to ensure the continuous operation of Traffic Scotland Apparatus.
- d. **‘Traffic Scotland Apparatus’** means all surface or sub-surface equipment, any electrical power or communication service and any associated cabling and ducting owned, leased or rented by the Authority for the purposes of the provision of ‘Traffic Scotland Facilities’.
- e. ‘Traffic Scotland Facilities’ comprise:
 - (i) Variable Message Signs (VMS)
 - (ii) Emergency Telephones
 - (iii) Overhead Motorway Signalling Units (MSU)
 - (iv) Motorway Access Control Unit (MAC)
 - (v) Closed Circuit Television Cameras
 - (vi) Verge mounted Hazard Warning Signals
 - (vii) Sub-surface and overhead traffic detection equipment. (Traffic Scotland detectors)
 - (viii) ATDC traffic detection solely for SRTDb (ATDC detectors)
 - (ix) Control and Road Information Centres.

11. Before commencing any work or moving heavy plant or equipment over any portion of the site, the Contractor shall confirm with the Authority Representative, details of the Traffic Scotland Apparatus installed within the site. The Authority Representative can be contacted at the following point:

Address:	National Network Control Centre (NNCC) 32 Elmbank Street Glasgow G2 4PF
Telephone:	Tom MacLean (0141 287 9304)
Fax:	0141 287 9288

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12. The approximate positions of Traffic Scotland Apparatus within the site, where known, will be shown on contract drawings or Traffic Scotland record drawings, but no guarantee can be given as to the accuracy of these drawings. Traffic Scotland Apparatus, other than Traffic Scotland and ATDC loop detector sites are usually, but not exclusively, located within the verges, central reserves, and road crossings or in equipment above the carriageway. Traffic Scotland and ATDC loop detectors are installed in the carriageway, and on motorways in the hard shoulder.
13. On Motorways, Trunk and Principal Roads, where there is closely spaced (within one and a half kilometres) Traffic Scotland Apparatus, the main and local distribution communication and power cables run continuously within either or both verges and through road crossings to provide connections between Traffic Scotland Apparatus. At some locations the cabling will run within the central reserve and even outside the road boundary. On Trunk and other Roads where the Traffic Scotland Apparatus is not closely spaced, the cabling required to provide connections between equipment is located within the verge, central reserve or road crossings. These are local to the Traffic Scotland Apparatus and the positions of associated electrical power and communication services. The minimum depth of the cables should be 450 millimetres, except at road crossings where the minimum depth should be 750 millimetres. However, there are locations, particularly within verges, where this minimum depth is not always provided. Based on geographical areas the cable will be installed in ducts or be directly buried. However, it should be noted that not all cabling in the ducted cable areas are installed in ducts. Traffic Scotland and ATDC detectors are cut into carriageways and are normally visible on the surface but such visibility cannot always be guaranteed as detectors may have been installed before laying of the road wearing course.
14. The Contractor shall be responsible for locating the actual position of all Traffic Scotland Apparatus and shall mark the locations prior to any work commencing in the vicinity of Traffic Scotland Apparatus. The manner of such marking shall be dependent on the surface under which the Apparatus lies and such marking shall at all times be clearly visible to all parties working on the site. The Contractor shall notify all operatives, including sub-contractors employed by the Contractor, of the presence of Traffic Scotland Apparatus, particularly cabling, together with the need to exercise extreme care and attention to ensure the prevention of any damage.
15. The Contractor shall ensure that Traffic Scotland Apparatus remains operational at all times, with the exception of Apparatus that the Authority Representative has previously agreed in writing can be isolated. Traffic Scotland Apparatus shall only be disconnected or made non-operational following, and at times indicated by, written agreement with the Authority Representative.
16. The Contractor shall be responsible for ensuring that Traffic Scotland apparatus is protected from damage throughout the period of the works. The method of protection shall be such that the Contractor shall provide access to all Traffic Scotland Apparatus for the repair or inspection of any damage, within two hours of its notification, unless, the Authority Representative specifically requires or agrees a different period of time for such access. Depending on the extent of damage or the fault being repaired, access for vehicles, winches, cable drums and/or any further equipment may be required by the Authority. Access to all chambers and cabinets forming part of the Traffic Scotland Apparatus shall be kept clear and unobstructed at all times. The Contractor shall particularly note that surface mounted cabling should not under any circumstances be aerially suspended without the prior consent of the Authority Representative and then only in the manner specified by the Authority Representative.

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17. The Contractor shall not open any Traffic Scotland cabinet or isolate any Traffic Scotland electrical supply, other than to make a situation safe, without the authority of the Authority Representative. Any disconnection or reconnection of Traffic Scotland Apparatus shall be undertaken by the Authority Representative or the Term Contractor for the maintenance of Traffic Scotland (NM&GW).
18. Where contract or Traffic Scotland record drawings, or site investigations undertaken by the Contractor, show that the Works, or access to these Works, will be within 20 metres of Traffic Scotland Apparatus, the Contractor shall give the Authority Representative written notice of the date on which access to the works is required. The Contractor shall include with the aforementioned written notice a method statement detailing how they propose to comply with the Traffic Scotland Special Requirements. The Authority Representative will review the Method Statement to ensure that it adequately protects the Traffic Scotland Apparatus, or minimises the risk of its damage to the satisfaction of the Authority Representative. Where it does not provide this assurance the Authority Representative shall advise the Engineer that the Contractor requires additional measures to be undertaken to be compliant with these Special Requirements.
19. The Contractor shall give 24 hours written notice to the Engineer before commencing any work within 1.5 metres of the line of surface or sub-surface Traffic Scotland Apparatus. Where the work comprises excavations, the Contractor shall ensure that all such excavations take place in the presence of one of the Contractor's supervisors who has knowledge of the location of Traffic Scotland Apparatus. The identity of the Contractor's supervisor for the purposes of such excavation, shall be made known to the Engineer and be subject to the approval of the Engineer.
20. All excavations adjacent to Traffic Scotland Apparatus shall be carried out by hand until the exact extent and/or location of such Apparatus is known. Where excavations cannot be carried out by hand mechanical excavators may be used using methods which shall not damage Traffic Scotland Apparatus. Mechanical borers, mechanical post drivers or any such method of work which can damage sub surface Traffic Scotland Apparatus shall not be undertaken by the Contractor within 5 metres of any surface Traffic Scotland Apparatus or within 1.5 metres of sub surface Traffic Scotland Apparatus.
21. To prevent any movement of Traffic Scotland Apparatus during excavation, adequate protective and stabilising measures shall be provided by the Contractor if:
 - (a) Excavation is deeper than the depth of cover adjacent to Traffic Scotland Apparatus
 - (b) Excavation is within 1.5 metres of Traffic Scotland Apparatus in stable soil
 - (c) Excavation is within 5.0 metres of Traffic Scotland Apparatus in unstable soilIf the Contractor intends using any of the following:
 - (i) Pile driving equipment within 10 metres of Traffic Scotland Apparatus
 - (ii) Explosives within 20 metres of Traffic Scotland ApparatusThen the Contractor shall advise the Engineer and Authority Representative, giving at least 7 days written notice, to permit any special protective measures for the affected Traffic Scotland Apparatus to be arranged.
22. In the event of any damage whatsoever to the Traffic Scotland Apparatus, the Contractor shall immediately inform the Authority Representative and the Engineer. If damage to Traffic

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- Scotland Apparatus occurs when the Authority Representative is not available (normally outwith 0900 and 1700 Monday to Friday) the Contractor shall immediately inform the National Network Control Centre at 0141 287 9282/3 or 7.
23. Once any damage has been reported, as required by paragraph 13, then the co-ordination and supervision for the repair of the damage shall become the responsibility of the Authority Representative. If the damage results in any Traffic Scotland Apparatus no longer being operational then a temporary repair shall whenever feasible, be undertaken by the Term Contractor for the maintenance of Traffic Scotland (NM&GW) to ensure the Traffic Scotland Apparatus is made operational at the earliest possible time. If practical and achievable the aforementioned temporary repair shall be undertaken in a permanent manner provided that the permanent repair can be undertaken within the same timescale as the temporary repair. The Contractor shall make plant and labour resources available at the Site to the Engineer and/or the Authority Representative, for the purpose of carrying out non specialised work, (e.g. ducting, cabinet foundations, removal of damaged Traffic Scotland Apparatus), required to complete the temporary or permanent repair as detailed in this paragraph.
24. Once the Term Contractor for the maintenance of Traffic Scotland (NM&GW) has completed a temporary repair the Authority Representative shall make arrangements to have the permanent repair completed by the Term Contractor for the maintenance of Traffic Scotland (NM&GW). The Contractor shall make plant and labour resources available on Site to the Engineer and/or the Authority Representative for the purpose of carrying out the non specialised work (e.g. ducting, cabinet foundations, removal of damaged Traffic Scotland Apparatus) necessary to complete the permanent repair as detailed in this paragraph. The Contractor shall be responsible for the reinstatement of Traffic Scotland Detectors in accordance with the Highway Agency Specification for the Installation of Detector Loops with modifications as specified by the Authority Representative. The Authority Representative shall arrange for the reinstatement of ATDC Detectors. If the Contractor has not arranged to reinstate Traffic Scotland Detectors, within 14 days of damage occurring, the Authority Representative shall have the right to carry out the repair and re-charge all costs to the Contractor.
25. The standard of permanent repair shall comply with the Traffic Scotland Apparatus standards applicable at the time of the damage occurring. In general terms:
- (a) no joints shall be allowed in any of the existing cabling infrastructure;
 - (b) all cabling shall be installed in ducts;
 - (c) the Traffic Scotland documentation and database records shall be marked up and all tests documented; and
 - (d) Replacement equipment shall be the agreed equivalent of that being replaced.
26. The Contractor shall provide to the Engineer and the Authority Representative a written record of all works undertaken on Traffic Scotland Apparatus within 14 days of such works being completed. These records shall include the position of all new and repositioned Traffic Scotland Apparatus plus any associated test certificates. If tests and investigations prove the Traffic Scotland Apparatus has been damaged, the Authority Representative shall provide such evidence to the Engineer and the Contractor. The co-ordination and supervision of the repair of the damage shall be responsibility of the Authority Representative and the Term Contractor for the maintenance of Traffic Scotland (NM&GW) shall undertake the repair.

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27. Within one year of the completion of the works, the Authority Representative retains the right to undertake tests and investigations to satisfactorily prove that Traffic Scotland Apparatus has not been damaged as a result of the works. If these tests and investigations prove that the Traffic Scotland Apparatus has not been damaged, the costs of such tests and investigations shall be the responsibility of the Authority.
28. These requirements do not relieve the Contractor of any of his obligations under the Contract.
29. The Contractor shall be responsible for advising the National Network Control Centre of traffic conditions at or on the approach to the site, as detailed elsewhere within the Contract Documentation. Whether or not there are specific requirements for the Contractor to provide traffic condition information, the Contractor shall immediately inform the National Network Control Centre (0141 287 9282/3 or 7), of any circumstances causing or will cause unplanned congestion associated with the works.
30. All of the Authority Representative and Term Contractor for the maintenance of Traffic Scotland (NM&GW) costs, associated with the co-ordinating supervision and making temporary and/or permanent repair, shall be the responsibility of the Contractor. All costs in connection with these works, shall be the responsibility of the Contractor.
31. It should be noted that Trafficmaster have traffic detection equipment which may be either verge (normally coloured blue) or over-bridge mounted. The Authority has no maintenance responsibility for Trafficmaster equipment.

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**Q. Special Requirements in Relation to Thus Plc**

Terminology used in these special requirements shall have the meanings assigned to them as follows:

“Contractor” means the Company as defined in the Agreement.

Special requirements in relation to the Thus Plc are as follows:

1. Purpose

This document formally describes the process, responsibilities and documentation relating to third parties working in the vicinity of Thus plc apparatus.

2. Scope

This document sets out the special requirements relating to Thus plc. apparatus and the action to be taken by other parties prior to the commencement of and during work, when the work is in the vicinity of Thus plc apparatus.

3. Application

This procedure shall be applied to all third parties working in the vicinity of Thus plc. Plant.

4. Definitions

The meaning of terminology and abbreviations used in this document are explained in the Glossary of Terms and Abbreviations published on the Company Intranet. In this Special Requirement, the following terms shall have the meanings assigned to them.

4.1 Thus plc is a national telecommunications carrier within the United Kingdom.

4.1.1 High capacity circuits are provided over its optical fibre cable and pilot cable network.

4.1.2 Damage to these cables can be expensive to repair, especially where long lengths have to be replaced.

4.1.3 In order to maintain the transmission quality of the circuits it is essential to Thus plc operations that disturbances to its apparatus, once installed, are absolutely minimal.

4.2 The meaning of terminology and abbreviations used in this document are as follows:

4.2.1 Cable means any polyethylene, lead or steel sheath containing metallic wire or optical fibres.

4.2.2 Pilot Cable means cable used to monitor and switch power transmission lines.

4.2.3 Duct Line means the line of either a single duct, or multiple ducts, including jointing chambers.

4.2.4 Duct Nest means a multiple formation of ducts.

4.2.5 Duct Way means any single duct whether on its own or within a duct nest.

4.2.6 Jointing Chamber means any construction (usually of brick or concrete) giving access to Thus plc apparatus.

4.2.7 Thus Plc Apparatus means any of items defined in paragraphs 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5 and 4.2.6 of these requirements.

4.2.8 Thus Plc Representative means the person appointed by Thus plc in order to act on their behalf.

4.2.9 NOC means thus plc Network Operations Centre.

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- 4.2.10 The Contractor** means the person or company employed by other parties to carry out work on their behalf.
- 4.2.11 The Scottish Ministers** means the person, utility or other operator employing the contractor.
- 4.2.12 Other Parties** means the employees and/or contractors of bodies, other than Thus plc who are authorised to carry out the various works.
- 4.2.13 Site** means the area of, and in the vicinity of, the various works.
- 4.2.14 Work Operations** means the working or movement on top of Thus plc plant.
- 4.2.15 Depth of Cover** means the distance from the surface to the top of Thus plc plant.

5. Detailed Activity Instructions**5.1 General Requirements**

- 5.1.1** Prior to the commencement of work or moving heavy plant or equipment over any part of the site the contractor shall confirm details of Thus plc apparatus within the area of this site.
- 5.1.2** It is advised that before any excavation work is carried out in Scotland, the SUSIEPHONE Operations Centre should be contacted on 0800 800 333. They will issue a notification to the relevant roads authority and all interested utilities. However, some conditions apply to the works and the contractor may be advised to contact all the utilities personally. If this is the case a letter and "location of works" plan should be sent to the Plant Protection and Street Works Co-ordination Group (Section 5.8.1) or, for out of office hours emergency enquiries by telephoning (Section 5.8.2).
- 5.1.3** It is advised that before any excavation work is carried out in England and Wales that a letter and a "location of works" plan should be sent to the Plant Protection and Street Works Co-ordination Group (Section 5.8.1) or, for out of office hours emergency enquires by telephoning (Section 5.8.2).
- 5.1.4** A "plant location" plan, showing the approximate location of Thus plc. apparatus will be provided. At least 7 working days' notice is required where a visit is to be made by a Thus plc representative.
- 5.1.5** If the situation requires the attendance on site of the Thus plc. representative for a continuous period of more than 6 hours, suitable accommodation shall be provided by the contractor, at the contractor's expense, to meet the office and ablution requirements of the Thus plc representative.

5.2 Markers

- 5.2.1** Where the details show that the contractor's works or the movement of plant may endanger Thus plc. apparatus the contractor shall give the **Plant Protection and Street Works Co-ordination Group** a minimum of 10 working days' notice, in writing, of the date it is intended to commence operations.

The depth and position of Thus plc buried apparatus may then be indicated by markers of a type acceptable to the Thus plc representative, and, supplied and erected by the contractor, at the contractors expense under the supervision if the Thus plc representative.

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- 5.2.2** Any markers (i.e. marker tape) which become disturbed for any reason shall be replaced by the contractor at the contractor's expense in the exact position that the original markers were found.
- 5.3** Ducts
- 5.3.1** Ducts in carriageway are generally at 600 millimetres depth of cover and require to be maintained at this depth.
- 5.3.2** Single and Two way Ducts in the footway are installed at 350 millimetres depth of cover and Multi-way ducts are installed at 450 millimetres depth of cover. Both are required to be maintained at this cover.
- 5.3.3** Where the 600/350 millimetres depth of cover cannot be maintained, the contractor shall at his own expense, carry out the instructions of the Thus plc representative for the protection of Thus plc apparatus.
- 5.3.4** When laying duct under railway or tramway tracks, the duct shall have a slight fall from one side to the other or from the centre to each side.
- 5.3.5** All depths listed above must be taken as indicative only. Duct may exist at shallower depth for engineering purposes.
- 5.4** Cables
- 5.4.1** Where directly buried cable is encountered and the depth of cover, as given in sub sections 5.3.1 and 5.3.2 cannot be maintained, the cables shall be enclosed by UPCV Duct, (supplied by Thus plc.) and protected further as directed by the Thus plc representative, all at the contractor's expense.
- 5.4.1** Unburied cables (such as cables on bridges or walls) which are liable to be placed in danger from the contractor's work shall be protected, at the contractor's expense, as directed by the Thus plc representative.
- 5.5** Separation
- 5.5.1** High voltage single core cables of 1000 V and above shall have a minimum clearance from Thus plc apparatus of 500 millimetres.
- 5.5.2** High voltage multi-core cables of 1000 V and above shall have a minimum clearance from Thus plc apparatus of 350 millimetres.
- 5.5.3** In exceptional circumstances the clearances given in sub sections 5.5.1 and 5.5.2 can be reduced to a minimum of 75 millimetres. In such circumstances concrete, of a quality as directed by the Thus plc representative, must be inserted between the services. Any further services must have a minimum clearance of 250 millimetres from the concrete.
- 5.5.4** Low voltage cables of less than 1000 V shall have a minimum clearance from Thus plc apparatus of 180 millimetres.
- 5.5.5** In exceptional circumstances the clearance given in sub section 5.5.4 can be reduced to a minimum of 75 millimetres. In such circumstances, concrete, of a quality as directed by the Thus plc representative, must be inserted between the service. Any further service must have a minimum clearance of 250 millimetres from the concrete.
- 5.5.6** Lampposts, traffic posts and other such ancillary electrical apparatus shall have a minimum clearance of 150 millimetres from Thus plc apparatus.

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5.5.7 High pressure gas mains shall have a minimum clearance from Thus plc apparatus of 450 millimetres. All other undertaker's plant equipment, when running in parallel with Thus plc apparatus, shall have a minimum clearance of 100 millimetres.

5.6 Jointing Chambers

Footway jointing chambers are not designed for carriageway loading and will need to be demolished and rebuilt, at the Scottish Ministers's or contractors expense, and under Thus plc supervision, to carriageway standard if such chambers are liable to be placed in danger, either temporarily or permanently, from vehicular traffic.

5.7 Excavation and Backfill

5.7.1 To prevent the movement of Thus plc apparatus, excavations shall require complete shuttering at the contractor's expense if;

- a. The excavation/s are deeper than the depth of cover of adjacent Thus plc apparatus.
- b. The excavation/s are within 1.0 metres of Thus plc apparatus in stable soil, or;
- c. The excavation/s are within 5.0 metres of Thus plc apparatus in unstable soil.

5.7.2 Mechanical borers or excavators should not be used within 1.0 metres of Thus plc without Thus plc supervision.

5.7.3 If it is intended to use any of the following:

- a. Pile driving equipment within 10 metres of Thus plc apparatus.
- b. Explosives within 20 metres of Thus plc apparatus.
- c. Laser equipment within 10 metres of Thus plc apparatus.

The contractor shall advise the **Plant Protection and Street Works Co-ordination Group** giving at least 10 working days' notice in order that any special measures required to be taken to protect Thus apparatus.

5.7.4 If foam concrete is being used as the backfill material, it shall not be used either above or within 500 millimetres of any Thus apparatus. A suitable material in accordance with the **Specification for the Reinstatement of Openings in Highways** shall be substituted.

5.8 Plant Enquiries and Damage Reports

5.8.1 Plant enquiries – Plant Protection and Street Works Co-ordination Group.

Thus plc **Plant Protection and Street Works Group** deals with plant enquiries in the United Kingdom. Their address is as follows:

Thus Plc

Plant Protection and Street Works Co-ordination Group

Ground Floor, Pavillion 4

1-2 Berkeley Square

99 Berkeley Street

Glasgow

G3 7HR

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5.8.2 Damage Reports

In the event of any damage occurring to Thus plc apparatus, the contractor shall immediately inform:

Thus Plc Network Operations Centre (24 hours)

Tel: 0800 027 0000

0845 274 4455

All relevant costs of any subsequent repair to and/or removal of Thus plc apparatus shall be charged to the contractor, irrespective of who effects the repair.

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**R. Special Requirements in Relation to Virgin Media**

Terminology used in these special requirements shall have the meanings assigned to them as follows:

“Contractor” means the Company as defined in the Agreement; and

“Contract” means the Agreement

Special requirements in relation to the Virgin Media are as follows:

- (i) Terminology used in these Special Requirements shall have the meanings assigned to them as follows:
- a. **‘Company’** means Virgin Media, formerly known as ntl: Telewest (Note, all references to ntl: Telewest refer to Virgin Media);
 - b. **‘Company Representative’** means the staff of ntl: Telewest or its Authorised Representatives and Agents;
 - c. **‘Apparatus’** means all surface or sub-surface equipment and plant including any associated cabling and/or ducting owned, leased or rented by ntl: Telewest;
 - d. **‘Promoting Authority’** means the principal who has the power to undertake the proposed works and exchange notices with the Company;
 - e. **‘Engineer’** means the representative of the Promoting Authority who has the right to agree changes in design and/or costs that the Company may require; and
 - f. **‘Contractor’** means the company engaged in executing the works on behalf of the Promoting Authority.
- (ii) This Special Requirement only applies to schemes where the following conditions have been met.
- a. The scheme is a ‘Major Works for Road Purposes’ within the meaning of section 145 (3) of The New Roads and Streets Works Act 1991.
 - b. The Promoting Authority has agreed with the Company in relation to the necessary diversionary works:
 - (i) A detailed specification
 - (ii) A detailed estimate
 - (iii) Time slots and notice periods
 - (iv) A provisional programme for the scheme
 - c. The Promoting Authority has given the Company formal notice of their intention to execute the works.
 - d. The Promoting Authority has appointed an Engineer.
- (iii) Before commencing any work or moving heavy plant or equipment over any portion of the Site the Contractor shall confirm details of the Apparatus, owned, leased or rented by the Company, within the Site with the Company Representative, who can be contacted at the following point:-

Virgin Media
 Unit 7
 Bothwellpark Industrial Estate
 Uddingston
 GLASGOW G71 6NZ

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Telephone: 01698 326301

Fax: 01698 326500

- (iv) Where such details show that the works or the movements of plant or equipment may endanger the Apparatus of the Company, the Contractor must give the Company Representative at least 7 days notice of the date on which it is intended to commence such works or the movement of plant and equipment. In these cases, the presence of any sub-surface apparatus should be indicated by suitable markers to be supplied and placed by the Contractor under the supervision of a Company Representative. The contractor shall ensure that all Company Apparatus is adequately protected from damage and such protective measures shall be approved by the Company Representative and the Engineer.
- (v) In the event of a marker being disturbed for any reason, it shall not be replaced other than in the exact position and to its former depth unless the repositioning is carried out at the direction and under the supervision of a Company Representative.
- (vi) The Contractor shall take particular care in relation to the protection of Company Apparatus, where such Apparatus includes the presence within the Site of optical fibre and/or co-axial cabling. The Contractor should particularly note that the damage to such Apparatus is extremely disruptive to the company network and costly to reinstate. The Contractor shall make every effort to avoid the disturbance of Company Apparatus more than is absolutely necessary for the completion of the works in accordance with the contract.
- (vii) When excavating around, moving or backfilling around Company Apparatus, the Company Representative shall be given adequate notice, which shall not be less than 3 days, of the Contractor's intentions in order that he may supervise the works. The Contractor should note that the normal depth of cover for Company Apparatus and ducts is as follows:-
- a. In carriageways: 600 millimetres
 - b. In footways: 300 millimetres
- Where the standard depth of cover cannot be maintained the Contractor shall carry out the instructions of the Engineer for the protection of Company Apparatus and such actions that follow from the Engineer's instruction shall be supervised by a Company Representative
- With regard to excavation in the vicinity of Company Apparatus and the ducts the Contractor should have particular regard to the possibility of reduced cover and the encountering of such Company Apparatus and ducts at depths of cover less than that given at a) and b) above.
- (viii) All excavations adjacent to Company Apparatus shall be carried out by hand until the exact extent and/or location of Company Apparatus is known. Mechanical borers and/or excavation shall not be used within 1.0 metre of Company Apparatus without the supervisory presence of a Company Representative. To prevent any movement of Company Apparatus during excavation, complete shuttering shall be used as directed by the Engineering if :-
- (i) Excavation is deeper than the depth of cover of adjacent Company Apparatus.
 - (ii) Excavation is within 1.0 metre of Company Apparatus in stable soil.
 - (iii) Excavation is within 5.0 metres of Company Apparatus in unstable soil

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- (ix) All Company manholes, joint boxes and/or other access points and chambers within the Site shall be kept clear and unobstructed. Access for vehicles, winches, cable drums and/or any further equipment required by the Company for the maintenance of its Apparatus, must be maintained at all reasonable times. The Contractor should particularly note that footway type jointing chambers are not specified for carriageway loadings and will need to be adequately protected and/or demolished and rebuilt under the supervision of a Company Representative where such chambers are likely to be placed at risk, either temporarily or permanently, from the movement of plant and/or equipment on the Site.
- (x) The covers to Company chambers and/or Apparatus shall only be lifted by means of appropriate keys obtained from the Company Representative and under the direct supervision of the Company Representative. No employees of the Contractor or of any sub-contractor employed by the Contractor shall enter any chamber and/or Apparatus of the Company unless under supervision of the Company representative and in any case not before the mandatory gas check has been carried out in the presence of the Company representative and such checks have shown it to be safe to enter the Chamber and/or Apparatus of the Company. The Company Representative shall be given reasonable access to all Company Apparatus
- (xi) In the event of any damage whatsoever to Company Apparatus the contractor shall immediately inform the Engineer and report the occurrence by contacting the Company as follows:-
 - Virgin Media
 - Unit 7
 - Bothwellpark Industrial Estate
 - Uddingston
 - GLASGOW G71 6NZ
 - Telephone: 01698 326301
 - Fax : 01698 326500
- (xii) The above requirements shall not relieve the Contractor of any of his obligations under the Contract.

Appendix 1 - Special Requirements in Relation to Relevant Authorities / Third Parties**S. Special Requirements in Relation to The British Waterways Board**

Terminology used in these special requirements shall have the meanings assigned to them as follows:

“Contractor” means the Company as defined in the Agreement; and

“Contract” means the Agreement

Special requirements in relation to The British Waterway Board are as follows:

1. In these Special Requirements the following terms shall have the meanings assigned to them:

‘The Board’ means the British Waterways Board.

‘Board’s Representative’ means the Engineering Manager of the British Waterways Board or other duly Authorised Representative and/or Agent appointed for the time being to act on his behalf by the Board.

‘Waterway’ means any canal towpath river culvert feeder reservoir watercourse or channel and/or property or premises of any kind administered owned leased or rented by ‘The Board’ in pursuit of or as part of its Statutory functions or its business.

‘The Board’s By-Laws’ means the General Canal Bye-Laws dated 1965 and subsequent amendments.

2. The Contractor shall particularly note that the Board is established by Act of Parliament and that its responsibilities for the Board’s Waterway Property and Premises are the subject of Statutory Law and The Board’s Bye-Laws with which the Contractor should familiarise himself.

(i) The Contractor shall provide to the Board’s Representative:

- (i) at least 14 days written notice before commencing any work or moving heavy plant or equipment over any portion of the Site on in or affecting the Board’s Waterway Property or premises;
- (ii) at least 14 days written notice of all new temporary works including preparatory work for permanent works;
- (iii) at least 14 days written notice of all pile-line setting out;
- (iv) at least 14 days written notice of all puddling processes;
- (v) an outline programme for the works;
- (vi) a Method Statement for all works or operations which may affect the Waterway;
- (vii) a Safety Plan that addresses the hazards and risks to users of the Waterway, the Board’s employees, the environment under the control of The Board, the property of the Board and the property of legitimate visitors to the Board’s facilities;
- (viii) details of any temporary works affecting the Waterway;
- (ix) subject to the Scottish Ministers agreement copies of Environmental Impact Assessments (if any) as may be required by the Scottish Ministers under the Contract; and

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- (x) the completed work before the Contractor moves off site.
- (ii) The Contractor shall present and maintain to the satisfaction of the Board's Representative an up to date General Arrangement drawing of adequate scale and details showing the permanent and temporary works as they affect the Waterway towing path property and/or premises of the Board.
- (iii) The Contractor shall provide to the Board's Representative NOT LESS than 7 days written notice of any change to the programme, the Method Statement/Safety Plan or details which affect the Waterway. The Board's Representative can be contacted at the following point:
 - Address: (project specific)
 - Telephone: (project specific)
 - Out of hours telephone: 0800 4799947
 - Fax: (project specific)
- (iv) The Contractor will be required to obtain the agreement of the Board's Representative for setting out of major elements of the works on or affecting the Board's Waterway property or premises.
- (v) All operations affecting The Board's Waterway property or premises shall be carried out in such a manner so as not to endanger or damage The Board's property and/or any persons entitled to be present thereon and to avoid (except to the extent agreed in writing) any interference to the free movement of any persons, pedestrians and/or road and waterborne traffic.
- (vi) The Contractor shall not commence any works, particularly excavation piling or dredging work, until adequate provisions to the satisfaction of the Board's Representative have been taken to ensure the stability and security of any Waterway or associated supporting structures whether in the ownership of The Board or not and to prevent the escape of water therefrom.
- (vii) The Contractor shall if required by the Board's Representative provide temporary fencing to the satisfaction of the Board's Representative to provide safety and to prevent trespass or the straying of animal or poultry stock.
- (viii) The Board's Representative shall at all times have reasonable access to The Board's Waterways property or premises on the site.
- (ix) Unless otherwise agreed uninterrupted passage for craft on the Waterway is to be maintained at all times. All lights provided by the Contractor shall be so placed or screened so as not to interfere with any signal lights, navigation lights and/or beacons of the Board. Any temporary works which obscure signs signals or beacons shall not be erected without the written permission of the Board's Representative.
- (x) In addition to any special marking or lighting requirements of the Board's Representative, warning notices/signs/lights must be displayed throughout the duration of the works as follows:

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- boards with the words "CAUTION - WORKS IN PROGRESS" in red letters 150 millimetres high on a white background shall be erected on both banks of the navigation at a distance of 100 and 200 metres upstream and downstream of the works;
- where appropriate, metal squares 450 millimetres by 450 millimetres of cruciform construction painted red shall be displayed to define the navigation opening upstream and downstream of the works and also at the extremities of the lead into the navigation opening both upstream and downstream of the works; and
- By night, lights shall be displayed to define the navigation opening upstream and downstream of the Works. Two red lights side by side, 300 millimetres apart should be fixed at each position and in addition an amber light should be displayed upstream and downstream of the Works to mark the centre of the navigation opening.

It should be noted that the requirements for signing and lighting may vary from Waterway to Waterway, but the above is to be regarded as a minimum requirement unless otherwise directed. The Promoter should check with the Board whether the navigation is affected by the navigation marker requirements of IALA, Trinity House and the Northern Lighthouse Board.

Where the completion of the Works in accordance with the Contract on or near the edge of the Waterway involves projections of any kind into the navigable channel and/or anywhere vertically above the line of its edge the Contractor shall conform to the Board's Bye-Laws in respect of signing, marking, lighting and fendering.

- (xi) All lights provided by the Contractor shall be so placed or screened so as not to interfere with any signal lights, navigation lights and/or beacons of The Board. Any Temporary Works which may interfere with the sighting of such equipment shall not be erected without the written permission of the Board's Representative.
- (xii) No construction equipment for the Works shall be allowed on the Board's property and, in particular, adjacent to the canal without the acceptance of the Board's Representative which may be subject to the prior submission of stability calculations.
- (xiii) The Contractor shall NOT without the specific written permission of the Board's Representative (and then ONLY under such conditions and restrictions as the Board's Representative may require) do any of the following:
 - (i) Use or place plant and/or heavy vehicles which may cause damage to the Waterway and which shall particularly include but not be limited to damage to Waterway walls;
 - (ii) 'Crane' or otherwise similarly move plant materials and/or vehicles over any Waterway;
 - (iii) Use floating plant barges and/or pontoons and the like in any Waterway;
 - (iv) Excavate, tunnel or carry such other underground operations beneath any Waterway;
 - (v) Display any advertisement or other material, except as specifically required by this Special Requirement, on or above The Board's Waterway property or premises;

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- (vi) Discharge trade or sewage effluent, or arisings, surface water of any kind in any way into or onto The Board's Waterway property or premises;
 - (vii) Abstract extract and/or draw water from The Board's Waterway property or premises;
 - (viii) Damage or remove flora, fauna, waterway relics, architectural heritage, industrial heritage, landscaping, towing paths or waterway walls;
 - (ix) Store fuel or oil re-fuel service vehicles or plant on or in proximity to the Waterway where there is a risk of pollutants entering the Waterway; and
 - (x) Access the Board's property or premises by any unauthorised route.
- (xiv) The Contractor shall take all necessary measures to prevent:
- (a) Siltation of any Waterways;
 - (b) Damage to the Board's property and premises;
 - (c) Construction debris, materials or arisings of any sort which shall include but not be limited to bricks, timber, containers of any kind, reinforcing bars, polythene or plastic sheeting entering any Waterway;
 - (d) Contamination of the Waterway with any toxic, or other polluting matter or liquid of any sort which shall include but not be limited to grout, concrete, or silane;
 - (e) The creation of any hazard to the visitors to the Waterway which shall include but not be limited to oxy-acetylene burning, welding, grit blasting, water jetting or cleansing, spraying or pointing. Alternatively all such Works shall cease until the craft or persons are past and clear; and
 - (f) The spread of any prohibited species which shall include but not be limited to Japanese Knotweed or Giant Hogweed.

In the event of any of the above occurring the Contractor shall immediately inform the Board's Representative and the Engineer and shall immediately carry out the instructions of the latter to abate and remedy the situation.

- (xv) On completion of the Works all surplus material attributable to the Works, including any temporary works, on the Board's property shall be removed from it and the property shall be made good to the satisfaction of the Board's Representative.
- (xvi) Prior to Works being carried out the cross section of the canal will be determined by the Contractor by dipping. During the carrying out of the Works all debris and material resulting from or used in connection with the Works, which may cause damage or danger to the Board's property and/or Waterway or those using it, must be removed immediately and to the satisfaction of the Board's Representative. After Works are complete the canal must be dipped again to ensure that no debris remains.
- (xvii) Where for the purpose of completing the Works in accordance with the Contract any Temporary Works are required above the Waterway the Contractor shall, except where otherwise specified in the Contract or agreed in writing by the Board's Representative, provide and maintain a minimum height clearance of not less than [project specific] above the water surface of the Waterway or highest expected water surface where this is variable.

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The Contractor should particularly note when planning any work in relation to the Waterway that the Board cannot guarantee any particular water level or depth not prevent any fluctuations to such water level depth or speed of flow in any Waterway.

- (xviii) If completion of the Works in accordance with the Contract necessitates the closure and/or the reduction in width of the Waterway or towpath the Contractor shall strictly comply and work within the arrangements and limits which shall have been the subject of an Agreement between the Scottish Ministers and The Board for the closure and/or reduction in width of the Waterway or towpath.
- (xix) Where the completion of the Works in accordance with the Contract on or near the edge of the Waterway involves projections of any kind into the navigable channel and/or anywhere vertically above the line of its edge the Contractor shall conform to the Board's Bylaws in respect of signing, marking, lighting and fendering.
- (xx) Any vessel or craft on the Waterway for which the Contractor has obtained the permission of the Board's Representative shall be licensed used and moored in accordance with the Board's Bye-Laws.
- (xxi) If any plant, vessel or craft falls or sinks or is cast adrift the Contractor shall immediately inform the Board's Representative and the Engineer and take immediate steps to make the hazard known to users of the Waterway. The Contractor shall immediately arrange the salvage/re-securing of the plant, vessel or craft from the Waterway and until such salvage/re-securing has been completed the Contractor shall provide buoys and/or markers and erect warning notices indicating the navigation hazard to Waterway users to the satisfaction of the Board's Representative.
- (xxii) The Contractor shall keep the Board's Waterways property or premises free from rubbish. The Contractor shall not leave rubbish on or in Waterways property or premises and shall subject to the approval of the Engineer clear away and remove all constructional plant surplus materials and Temporary Works from Waterways property or premises as and when these cease to be required for the purposes of the Works. All damage to The Board's property shall be made good by the Contractor to the satisfaction of the Board's Representative.

Emergency Action

- (xxiii) The following actions shall be taken by the Contractor in the event of any damage in the Waterway its containment and/or supporting structure or banking:
 - (i) IMMEDIATELY inform The Board the Engineer and (if required) the Emergency services;
 - (ii) Secure the area from the approach of traffic and/or the general public; and
 - (iii) Render every assistance to the Emergency Services and/or The Board as shall be requested for the purposes of mitigating water loss and/or damage arising from the incident and/or for the purpose of securing public safety and the stability of other property.

Compliance with the above requirements shall not relieve the Contractor or any of his obligations under the Contract.

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T. SPECIAL REQUIREMENTS IN RELATION TO TRAFFICMASTER

Terminology used in these special requirements shall have the meanings assigned to them as follows:

“Contractor” means the Company as defined in the Agreement; and

“Contract” means the Agreement

Special requirements in relation to Trafficmaster Plc are as follows:

1. In these Special Requirements, the following terms shall have the Meanings assigned to them:

- a. **‘Company’** means Trafficmaster Plc
- b. **‘Company’s Representative’** means the Infrastructure Maintenance Manager or Designated Staff of the said ‘Company’ defined at 1.a of these Special Requirements or its Authorised Representatives and/or Agents.
- c. **‘Apparatus’** means all surface or sub-surface equipment and plant including any associated cabling and/or ducting owned, leased or rented by the said ‘Company’ defined at 1.1 of these Special Requirements.

Before commencing any work or moving heavy plant or equipment over any portion of the site, the contractor shall confirm details of the Apparatus within the site with the Company’s Representative, who can be contacted at the following offices:

ADDRESS	TELEPHONE NUMBER	FAX NUMBER
Chris Chamberlain and Richard Green Infrastructure Maintenance Team Trafficmaster Plc University Way Cranfield Beds MK43 0TR	01234 759113 01234759112	01234 759145

- 1. Where such details show that the works or the movement of plant or equipment may endanger any Apparatus the Contractor shall give the Company’s Representative at least three months written notice, detailing how the works will affect apparatus, of the date on which it is intended to commence such works or the movement of plant or equipment in order that the presence of any sub-surface Apparatus, particularly surface running cabling, is adequately protected from damage and such protective measures shall be to the satisfaction of the Company’s Representative.
- 2. In the event of a Company marker being disturbed for any reason it shall not be replaced other than in the exact position and to it’s former depth unless the repositioning is carried out at the direction and under the supervision of the Company’s Representative.
- 3. The Contractor shall take particular care in relation to the protection of the Apparatus, where such Apparatus includes the presence of cameras and equipment boxes. The

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Contractor should particularly note that damage to such Apparatus is extremely disruptive to the Company network and costly to reinstate. The Contractor shall make every effort to avoid the disturbance of Apparatus more than is absolutely necessary for the completion of the works in accordance with the contract.

4. In the event that the planned works will result in a need for Apparatus to be removed, the Contractor must provide the Company with at least three months notice in order to prepare the Apparatus for removal by the Company's Representative. In each case details of the planned works, including time scales, must be submitted to the Company in order to minimise disruption of the Company network.
5. When excavating, moving or backfilling around Apparatus, the Company's Representative shall be given adequate written notice, which shall not be less than one week, of the Contractor's intentions in order that he may supervise the works. The Contractor should note that the normal depth of cover for Apparatus and ducts is as follows:
 - (a) In carriageways 600 millimetres, which is to be maintained.
 - (b) In footways 450 millimetres, which is to be maintained.

Where the 600/450 millimetres depth of cover cannot be maintained the Contractor shall carry out the instructions of the Overseeing Organisation for the protection of Apparatus and such actions that follow from the Overseeing Organisation's instruction shall be supervised by the Company's Representative. Where the required depth of cover cannot be maintained over cabling, such cables as are affected shall be enclosed and protected in UPVC ducts to be supplied by the Company as directed by the Company's representative.

With regard to excavation in the vicinity of any Apparatus and ducts the Contractor shall have particular regard to the possibility of reduced cover and the encountering of Apparatus and ducts of cover less than that given at (i) and (ii) above.

6. All excavation adjacent to Apparatus shall be carried out by hand until the exact extent and/or location of Apparatus is known. Mechanical borers and/or excavators shall not be used within 1.0 metres of Apparatus without the supervisory presence of the Company's Representative. To prevent any movement of Apparatus during excavation, complete shuttering shall be used as directed by the Overseeing Organisation if:
 - (a) Excavation is deeper than the depth of cover of adjacent Apparatus.
 - (b) Excavation is within 1.0 metres of Apparatus in stable soil.
 - (c) Excavation is within 5.0 metres of Apparatus in unstable soil.

If after the completion of the works the Contractor intends to use any of the following:

- a. Pile driving equipment within 10.0 metres of Apparatus.
- b. Explosives within 20.0 metres of Apparatus.
- c. Laser equipment within 10.0 metres of Apparatus.

The Contractor shall advise the Company's Representative, giving at least two weeks notice, in order that any special protective measures for the Apparatus affected may be arranged.

7. The covers to Company Apparatus shall only be opened by means of appropriate keys obtained from the Company's Representative and under the direct supervision of the Company's Representative. No employee of the Contractor or any sub-contractor employed by the Contractor shall enter any Apparatus of the Company unless under the supervision of the Company's Representative. The Company's Representative shall be given reasonable access to all Apparatus and Chambers when required.

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8. In the event of any damage whatsoever to the Apparatus, the Contractor shall immediately inform the Company, the Overseeing Organisation and (if required) the Emergency Services.
9. Compliance with the above requirements shall not relieve the Contractor of any of his obligations under the contract.