

Angus Council
A92 Upgrading - Dundee to Arbroath

Schedule 4: O&M Requirements

Part 6 : Certification

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Schedule 4: O&M Requirements

Part 6: Certification

1. Certification Procedure

1.1 Introduction

- a) The Company shall provide certification in accordance with this Part 6 of Schedule 4 to cover the Design or Design Elements and construction of works which, in accordance with Good Industry Practice, require a Design. The Company shall provide Certificates for Stage 1 and subsequent Road Safety Audits together with Road Safety Audits for Temporary Traffic Management Schemes for the O&M Services. Compliance with these procedures shall not relieve the Company of its responsibilities under the terms of the Agreement.
- b) Models of all the Certificates, interim statements and notices are given in Annex 1 of this Part of this Schedule. Angus Council will not accept modifications or qualifications to these Certificates, interim statements and notices other than those agreed by Angus Council.
- c) The Company shall provide and maintain a Certification Register recording the current status of all certificates. This register shall also record the current status of all certified design information including drawings, specification appendices, bar bending schedules and other design documents.
- d) The Certification Procedure associated with a part of the Design or Design Element shall be deemed to cover all aspects of the part of the Design or Design Element set out below. For the avoidance of doubt, if any valid Certificate, Schedule or Statement submitted to Angus Council by the Company in accordance with this Part 6 of Schedule 4 has not been returned to the Company before the expiry of the 5 Working Days period from Angus Council's receipt of the same, the Certificate, schedule or statement in question shall be deemed to have been returned and signed in acknowledgement by Angus Council on the expiry of such 5 Working Days period.

1.2 Design Certificates and Check Certificates

- a) Separate Design Certificates and Check Certificates shall be required for all parts of the Design or Design Elements including:
 - (i) Site Clearance
 - (ii) Fencing and Environmental Barriers
 - (iii) Safety Fencing
 - (iv) Drainage
 - (v) Earthworks
 - (vi) Road Pavements
 - (vii) Road Layout
 - (viii) Kerb, Footways and Paved Areas
 - (ix) Signs and Road Markings
 - (x) Lighting and Electrical Works
 - (xi) Structures
 - (xii) Environment and Landscaping
 - (xiii) Accommodation Works

Separate Design Certificates and Check Certificates shall be required for each Structure Design.

- b) Subject to the other requirements of the Agreement the independent checking for Structures shall be carried out in accordance with the procedures described in the DMRB. For Category 3 Structures the Structures checker shall be independent of the Company.
- c) Notwithstanding the category of check for a Structure described elsewhere, Structures designed by more than one Designer shall require a Category III check as described in BD2 of the DMRB.
- d) The requirements for earthworks certification detailed herein shall supersede those of the DMRB. The independent check of earthworks shall be carried out by a person independent of the Company, Designer, O&M Contractor and their Associated Companies.
- e) Each Design Certificate submitted by the Company shall be signed by the Designer, the O&M Contractor and the Company and each Check Certificate submitted by the Company shall be signed by the Checker, the O&M Contractor and the Company.
- f) The Company shall submit to Angus Council two copies of each Certificate with original signatures along with two hard and one electronic copies of all relevant drawings, schedules, numbered specification appendices and the like required to accompany each Certificate. One copy of each Certificate will be returned to the Company within 5 Working Days of receipt, signed in acknowledgement by Angus Council.
- g) Subject to the requirements of Paragraph 1.3 of this Part of this Schedule below, construction of any part of the O&M Construction requiring certification shall not commence until this procedure is complete.

1.3 Design Interim Statements and Check Interim Statements: Staged Procedure

- a) The parts of the Design or Design Elements identified in Paragraph 1.2 above requiring Design Certificates and Check Certificates may each be further divided to:
 - (i) accommodate the Company's phasing of the O&M Construction;
 - (ii) enable construction of the further divided part of the Design or Design Elements to proceed.
- b) Where this method of certification is adopted the following procedure shall apply:-
 - (i) For each further divided part of the Design or Design Element, the Company shall submit to Angus Council two copies of a schedule of such further divided parts of the Design or Design Element which it proposes to certify. One copy of the schedule will be returned to the Company within 5 Working Days of receipt, signed in acknowledgement by Angus Council. This process must be completed prior to the implementation of the staged procedure and the schedule incorporated into the Certification Register referred to in Paragraph 1.2 above.
 - (ii) The Company shall submit to Angus Council two copies of each Design Interim Statement and Check Interim Statement for each further divided part of the Design or Design Element with original signatures, along with four copies of all relevant drawings, schedules, numbered appendices and the like required to accompany each Certificate. One copy of each Interim Statement will be returned to the Company within 5 Working Days of receipt, signed in acknowledgement by Angus Council.

- (iii) Where there are further divided parts of the Design or Design Element requiring certification construction of the relevant parts of the O&M Construction shall not commence until this procedure is complete.
- (iv) Once all Design Interim Statements and Check Interim Statements for a part of the Design or Design Element identified in Paragraph 1.2 above have been completed, the Company shall submit to Angus Council two copies of the Design Certificates and Check Certificates for each part of the Design or Design Elements with original signatures along with one copy of all relevant drawings, schedules, numbered appendices and the like required to accompany each Certificate. One copy of each certificate will be returned to the Company within 5 Working Days of receipt, signed in acknowledgement by Angus Council.

1.4 Interim Construction Certificates

An Interim Construction Certificate signed by the Designer, the O&M Contractor and the Company shall be provided by the Company at the end of each calendar month prior to the date of O&M Construction Substantial Completion. These certificates shall be submitted within 20 Working Days of the end of the previous calendar month. The Company shall submit to Angus Council two copies of each Certificate with original signatures. One copy of each Certificate will be returned to the Company within 5 Working Days of receipt signed in acknowledgement by Angus Council. An Interim Construction Certificate shall be completed in respect of parts of the O&M Construction constructed during that month. Upon O&M Construction Substantial Completion, the Company shall supply an Interim Construction Certificate in respect of the final month of construction together with a Final Construction Certificate in respect of the whole of the O&M Construction.

1.5 Final Construction Certificates

A Final Construction Certificate signed by the Designer, the O&M Contractor and the Company shall be provided by the Company within 20 Working Days of completion of the construction of each certified part of the Design or Design Element as identified in Paragraph 1.2 above. The Company shall submit to Angus Council two copies of each Certificate with original signatures. One copy of each Certificate will be returned to the Company within 20 Working Days of receipt signed in acknowledgement by Angus Council.

1.6 Consultation

The Company shall consult with the appropriate Relevant Authorities and Interested Parties by this Agreement. Following consultation, the Company shall provide Consultation Certificates signed by the Designer, the O&M Contractor, the Company and the relevant consultee. The Company shall submit to Angus Council two copies of each Certificate, with original signatures. One copy of each Certificate will be returned to the Company within 5 Working Days of receipt, signed in acknowledgement by Angus Council. Subject to the following provisions of this paragraph 1.6, the Company shall not commence any work which materially and adversely affects the interests of any Relevant Authorities or Interested Party until this procedure is completed.

If:

- (a) a consultee refuses or unreasonably delays to take part in consultation; or
- (b) following such consultation, a consultee refuses or unreasonably delays in signing the Consultation Certificate,

the Company shall provide to Angus Council:-

- (i) full details of the consultation undertaken or attempted to be undertaken with such consultee;
- (ii) full details of the endeavours that the Company has made to obtain the signed Consultation Certificate; and
- (iii) details of the Company's reasons and justification for allowing the Company to commence the work in question without such a Consultation Certificate,
- (iv) and provided that the Company has used all reasonable endeavours to undertake such consultation and/or obtain a Consultation Certificate signed by the relevant consultee, the requirement to provide the Consultation Certificate in question shall be dispensed with by Angus Council.

Notwithstanding anything else referred to in the Agreement, where there is a requirement to consult there shall be an equivalent requirement to provide a Certificate of such consultation to Angus Council in accordance with this Paragraph 1.6.

1.7 Road Safety Audit

- a) Road Safety Audits (RSA) shall be carried out in accordance with the DMRB as amended by the requirements of this Paragraph.
- b) Safety Audit Certificates in Annex 1 of this Part of this Schedule shall be provided to Angus Council for each stage of the safety audit procedure.
- c) For the purposes of the DMRB: HD 19 and DMRB: HA 42 the "Project Manager" shall be construed as meaning the Company.
- d) For the purposes of the RSA procedures the "Director" shall be the Director of Roads Angus Council and accordingly it shall be the arbitrator with respect to issues in any Exception Reports (as defined in DMRB).
- e) Paragraph 2.15 of the DMRB: HD 19/94 is deleted. The Audit Team shall be appointed by the Company who shall submit names and curricula vitae of the proposed Audit Team members for approval through the Review Procedure. Once approval of all prospective members is obtained, the Company shall appoint the Audit Team. The Audit Team shall be independent of the Company, the Designer and any of their Associated Companies. Angus Council may object to such proposal or the appointment of any member of the Audit Team only for the reason that:
 - (i) the proposed Audit Team is not independent of the Company, the Designer and any of their Associated Companies; or
 - (ii) the proposed Audit Team does not have experience of road safety and accident investigation and prevention appropriate to the RSA to be carried out; or
 - (iii) the proposed Audit Team has not undertaken approved road safety audit training.
- f) The Company shall ensure the Safety Audit Brief (as defined in the DMRB) is completed and submitted to the Audit Team such as to avoid causing delays to the progress of the O&M Services. The Company shall provide all relevant information requested by the Audit Team.

- g) The Safety Audit Certificates shall be issued once the following procedure has been completed:

Either:

- (i) the Design Team accepts all the Audit Team's recommendations; or
- (ii) the Design Team submits alternative solutions/proposals to the Audit Team and these are accepted by the Audit Team; or
- (iii) the Design Team submits alternative solutions/proposals to the Audit Team and because these are not accepted by the Audit Team submits two original signed copies of the Exception Report to Angus Council for arbitration (as defined in DMRB). In this case the decision of Angus Council shall be binding on the Company.

Safety Audit Certificates in Annex 1 of this Part of this Schedule shall be provided to Angus Council for each stage of the safety audit procedure.

Two original signed copies of the Road Safety Audit Reports shall be provided to Angus Council following the completion of each stage of the safety audit procedure.

Stage 1 Audit

- h) The Conceptual Design shall be subject to a Stage 1 RSA.
- i) The Company shall, in addition to the requirements of Paragraph 2.24 of the DMRB: HA 42/94, submit to the Audit Team the following information where relevant:
- (i) 1:1250 or 1:2500 scale general layout drawings showing horizontal and vertical alignment details together with visibility requirements and junctions, including drainage, landscaping proposals, access arrangements, utilities provisions and diversions, lay-bys, proposed sign gantries and the extent of street lighting;
 - (ii) 1:500 scale plans of special features and interfaces with existing roads;
 - (iii) standard details and typical cross sections including safety fence arrangements;
 - (iv) accident data including locations;
 - (v) traffic flows including pedestrian, cyclist and equestrian movements;
 - (vi) details of relaxations and departures from the Design standards.
- j) The Company shall supply the Audit Team with any further information that they may reasonably request.
- k) The Company shall submit to Angus Council 2 copies of the Stage 1 Safety Audit Certificate with original signatures. One copy will be returned to the Company within 5 Working Days of receipt, signed in acknowledgement by Angus Council.

The Company shall not progress the development of Design subjected to a Stage 1 RSA until the final recommendations of the Stage 1 RSA report including, where appropriate:

- (i) alternative solutions to the safety issues raised by the Stage 1 RSA report which have been agreed with the Audit Team; and
- (ii) any decisions of the 'Director' with respect to the issues detailed in the Exception Report.

have been incorporated in the Conceptual Design.

Stage 2 Audit

- l) The Design shall, on its completion and before commencement of construction, be subject to a Stage 2 Road Safety Audit. The RSA may be phased using the following Zones of Interest:

- (i) Junctions including slip road
- (ii) New A92
- (iii) New Local Roads

The Company shall, in addition to the requirements of paragraph 2.24 of the DMRB:HA 42/94, submit to the Audit Team the following information relating to parts of the design elements for each Zone of Interest where relevant:

- (i) 1:500 scale scheme plans of the road layout showing all junctions, including verges and extent of side slopes;
- (ii) drawings showing safety fencing, pedestrian guard rail, bridge parapets, walls, structures, signs (including locations and indicating faces and pole arrangements), road markings, lighting and all other road side features;
- (iii) traffic signal information.

The Company shall supply the Audit Team with any further information that it may reasonably request.

- m) The Company shall submit to Angus Council 2 copies of Stage 2 Safety Audit Certificate (for each Zone of Interest if appropriate) with original signatures. One copy of the Certificate will be returned to the Company within 5 Working Days of receipt signed in acknowledgement by Angus Council.
- n) The Company shall not construct the parts of the Design or Design Element (included within any Zone of Interest) subjected to Stage 2 RSA until the recommendations of the Stage 2 RSA report including, where appropriate:
- (i) alternative solutions to the safety issues raised by the Stage 2 RSA which have been agreed with the Audit Team; and
 - (ii) any decision of the 'Director' with respect to issues detailed in the Exception Report.

have been incorporated in the Design or Design Element.

Stage 3 Audit

- o) A Stage 3 RSA shall be carried out immediately prior to the Company giving notice to Angus Council pursuant to an O&M Construction Substantial Completion Certificate.

- p) The Company shall be responsible for ensuring that representatives of the police and Angus Council are invited to accompany the Audit Team to offer their specialist views for the Stage 3 RSA.
- q) The Company shall submit to Angus Council 2 copies of the Stage 3 Safety Audit Certificate, with original signatures. One copy of the Certificate will be returned to the Company within 5 Working Days of receipt, signed in acknowledgement by Angus Council.
- r) The Company shall incorporate into the O&M Services the recommendations of the Stage 3 RSA report including:
- (i) alternative solutions to the safety issues raised by the Stage 3 RSA which have been agreed with the Audit Team; and
 - (ii) any decision of the 'Director' with respect to issues detailed in the Exception Report before an O&M Construction Substantial Completion Certificate is issued.

Stage 4 Audit

- s) A Stage 4 RSA report shall be submitted by the Company and shall take the form of an accident monitoring audit. The audit shall include the reporting and analysis of all accidents occurring on the New A92 twelve months after the issue of a Permit to Use.
- t) The Company shall submit to Angus Council 2 copies of the Stage 4 Safety Audit Certificate with original signatures. One copy will be returned to the Company within 5 Working Days of receipt, signed in acknowledgement by Angus Council.
- u) The Company shall implement the recommendations of the Stage 4 RSA report including, where appropriate:
- (i) alternative solutions to the safety issues by the Stage 4 RSA which have been agreed with the Audit Team; and
 - (ii) any decision of the 'Director' with respect to issues detailed in the Exception Report within 15 months from the issue of the Permit to Use.

Stage 5 Audit

- v) A Stage 5 RSA report shall be submitted to Angus Council by the Company within one month of the third anniversary of the issue of the Permit to Use in respect of the New A92.
- w) This report shall include the analysis of accidents stipulated in paragraph 2.32 of the DMRB : HA 42/94 and details of any material road safety issues identified by the Stage 5 RSA together with recommended solutions.
- x) The Company shall submit to Angus Council 2 copies of the Stage 5 Safety Audit Certificate with original signatures. One copy will be returned to the Company within 5 Working Days of receipt, signed in acknowledgement by Angus Council.
- y) The Company shall implement the recommendations of the Stage 5 RSA report including:
- (i) alternative solutions to the safety issues raised by the Stage 5 Road Safety Audit which have been agreed with the Audit Team; and

(ii) any decision of the Director with respect to issues detailed in the Exception Report.

within 3 months of receipt of the Stage 5 Safety Audit Certificate signed in acknowledgement by Angus Council.

Subsequent Audits

- z) A Stage 6 (and subsequently numbered) RSA report shall be submitted to Angus Council by the Company. The Stage 6 RSA shall be carried out within one month of the third anniversary of receipt or deemed receipt by the Company of the Stage 5 Safety Audit Certificate signed in acknowledgement by Angus Council relating to the New A92. Subsequently, numbered RSA reports shall be submitted every three years thereafter in respect of the New A92. These reports shall include the analysis of accidents stipulated in Paragraphs 2.32 of the DMRB : HA 42/94 and details of any material road safety issues identified by the RSA together with recommended solutions.
- aa) The Company shall submit to Angus Council 2 copies of the relevant Safety Audit Certificate with original signatures. One copy will be returned to the Company within 5 Working Days of receipt, signed in acknowledgement by Angus Council.
- ab) The Company shall implement the recommendations of each such RSA report including:
- (i) alternative solutions to the safety issues raised by the Road Safety Audit which have been agreed with the Audit Team; and
- (ii) any decision of the Director with respect to issues detailed in the Exception Report
- within three months of the receipt by the Company of the relevant Safety Audit Certificate signed in acknowledgement by Angus Council except to the extent that the implementation of the recommendations would require a significant change to the geometry of the Project Roads and such change would not have been permissible under the road orders which authorised the construction of the relevant section or if such change requires a significant change to the vertical geometry of the Project Roads, whereupon the Company shall notify Angus Council accordingly.

Road Safety Audit for Temporary Traffic Management Schemes (TTMS)

- ac) A Road Safety Audit shall be arranged by the Company for all traffic management measures that are sufficiently complex or major to be specified in advance of the works. In other cases the requirements for an RSA will be at the discretion of the Company.
- ad) Stage 1 and 4 RSA are inapplicable to the TTMS. The procedure for RSA Stage 2 & 3 is as given above in this Part of this Schedule, with the exception that the timescales are as follows:
- (i) A Stage 2 RSA shall be carried out not less than 10 Working Days before implementation of the TTMS.
- (ii) A Stage 3 RSA shall be carried out before the implementation of the TTMS.

1.8 Cycle Audit

- a) Cycle Audits shall be carried out in accordance with the requirements of Chapter 14 Trunk Road Cycle Audit System of Cycling by Design published by the Scottish Executive as a Consultation Paper in December 1999 and as amended by the

requirements of this Paragraph. The Stage 2 Audit shall be completed prior to commencement of construction of any cycle facilities. The Stage 3 Audit shall be carried out at the same time as the relevant Stage 3 Road Safety Audit.

- b) Cycle Audit Certificates in Annex 1 of this Part of this Schedule shall be provided to Angus Council for each stage of the audit procedure.
- c) For the purposes of the procedures all references to the “Scottish Executive Project Manager” shall be constructed as meaning The Director of Roads, Angus Council.
- d) Cycle Audit Certificates shall be issued once the following procedure has been completed:

Either

- (i) The Design Team accepts all the Audit Team recommendation; or
 - (ii) The Design Team submits alternative solution/proposals to the Audit Team and these are accepted by the Audit Team: or
 - (iii) The Design Team submits alternative solutions/proposals to the Audit Team and because they are not accepted by the Audit Team submits an Exception Report to Angus Council for Arbitration. In this case the decision by Angus Council shall be binding on the Company.
- e) Any requirement to submit information to, or agree/discuss issues with, the Scottish Executive contained within “Cycling by Design” shall be replaced with the requirement to submit the Cycle Audit Certificates as per paragraph 1.10b) above.
 - f) The Company shall submit to Angus Council 2 copies of the Cycle Audit Certificates with original signatures, together with the Cycle Audit report and supporting correspondence. One copy of the Certificate will be returned to the Company within 5 Working Days of receipt signed in acknowledgement by Angus Council.
 - g) The Cycle Audits shall be carried out by the Road Safety Auditor.

1.9 Company Change Notice

Where the Company proposes to vary the O&M Requirements and/or the Conceptual Design and/or the Design in accordance with Clause 37 of the Agreement, full details of the proposal shall be submitted to Angus Council. In accordance with Clause 37 of the Agreement, the Company shall submit to Angus Council two copies of each notice of a Company Change with original signatures with four copies of all relevant drawings and documents.

1.10 O&M Construction Substantial Completion Certificate

The Company shall, prior to the submission of any O & M Construction Final Completion Certificate, submit to Angus Council two copies of an O&M Construction Substantial Completion Certificate for the relevant works with original signatures. These certificates shall be submitted in accordance with Clause 23 of the Agreement, which shall apply mutatis mutandis, as if the term “O&M Construction Substantial Completion Certificate” is substituted for the Permit to Use and cognate or related terms are modified accordingly

1.11 O&M Construction Final Completion Certificates

The Company shall, within 20 Working Days of completion of any O & M Construction, submit to Angus Council two copies of an O&M Construction Final Completion Certificate for the relevant works with original signatures. These certificates shall be submitted in accordance with Clause 24 of the Agreement, which shall apply mutatis mutandis, as if the term “O&M Construction Substantial Completion Certificate” is substituted for the Permit to Use and cognate or related terms are modified accordingly

1.12 Temporary Works Certificates

- a) Temporary Works Certificates shall be required for all temporary works carried out as part of the O&M Services associated with any Structure and for any other temporary works which have a design input. The Company shall submit two copies of the Temporary Works Certificate to Angus Council with original signatures along with four copies of all relevant drawings and documents required to accompany such a Certificate. One copy of each Certificate will be returned to the Company within 5 Working Days of receipt, signed in acknowledgement by Angus Council.
- b) The Company shall not commence construction of any relevant temporary works until it has made the appropriate submission.

1.13 Departures from Standard

- (a) Where the Company proposes to incorporate a Departure from Standard within the Design, they must seek the formal approval in writing of Angus Council.
- (b) For the purposes of Schedule 4, Departure from Standards means one, or a combination of, the following:
 - (i) departures from the relevant road design standard, as defined in paragraph 3.1 of Part 4 of this Schedule.
 - (ii) the use of technical design directives or specifications, other than those listed in paragraph 3.1 of Part 4 of this Schedule.
 - (iii) other variations to Part 4 of this Schedule.
 - (iv) other departures from standards which require the approval of Angus Council.
- (c) The following procedure shall be followed by the Company in seeking formal approval to incorporate a Departure from Standard into the Design.
 - (i) Prior to any Stage 2 Road Safety Audit being carried out in accordance with Paragraph 1.7 of this Part, the Company shall submit details of the proposed Departure from Standard to Angus Council. (In this context, the Company’s attention is drawn to DMRB Volume 1, Section 1, Part 1, “The Introduction to the DMRB”, paragraph 1.17);
 - (ii) Angus Council shall consider the company’s proposed Departure from Standard and shall determine the proposed Departure by approving or rejecting it. Approval may be conditional or unconditional. Such approval or rejection of a Departure from Standard submission shall be at the sole discretion of Angus Council.

- (iii) Angus Council shall inform the Company of the Departure from Standard determination.
- (d) Each Departure from Standard submission to Angus Council shall include as a minimum the following information:
- (i) Description of Departure from Standard
- 1:10,000 location plan; 1:500 detailed plan; design speed of road; a statement of the strategy for the route; description of context including contiguous affected adjacent sections of routes in a 1 to 2 kilometres range; desirable minimum standard; proposed Departure from standard including number of steps from desirable minimum standard; details of other Departures from Standard or Relaxations affecting the same or related Design elements and the like and reasons for the Departure from Standard.
- (ii) Safety (History of Feature)
- Performance of Departure from Standard feature elsewhere; a risk assessment including different user category effects.
- (iii) Compensatory Measures
- Proposed adjustment to the design to mitigate the effects of the departure from Standard including use of upgraded materials such as high skid resistant surfacing; improved signing and lining such as warning signs/ladder markings and the like; need for further enforcement measures and need for further statutory measures including the introduction of speed restrictions.
- (iv) Cost Consequences
- A summary of the cost implications of applying the Departure from Standard including capital cost effects; increased maintenance costs; increased in vehicle operating costs and accident costs and other user disbenefits;
- (v) Environmental Consequences
- The effects, if any, which the Departure from Standard may have on the Environment in terms of human, flora, soil, water, air, climate, landscape, materials assets, cultural heritage issues and the like.
- (vi) Structural Integrity
- Where applicable, supply details of any possible effects the Departure from Standard may have in relation to the structural integrity/stability of earthworks, structures and road pavements.
- (vii) Any other relevant information.
- (e) The Company shall provide 3 copies of each Departure from Standard submission.
- (f) All Departure from Standard submissions shall use the proforma included in Annex 1.

Schedule 4 Part 6 Certification

Annex 1: Certificates

Description	Reference
Design Interim Statement: Structures	DISS/OM
Check Interim Statement: Structures	CISS/OM
Design Certificate: Structures	DCS/OM
Check Certificate: Structures	CCS/OM
Design Interim Statement: Earthworks	DISE/OM
Check Interim statement: Earthworks	CISE/OM
Design Certificate: Earthworks	DCE/OM
Check Certificate: Earthworks	CCE/OM
Design Interim Statement: Other Parts of Design or Design Elements	DIS ()/OM
Check Interim Statement: Other Parts of Design or Design Elements	CIS ()/OM
Design Certificate: Other Parts of Design or Design Elements	DC ()/OM
Check Certificate: Other Parts of Design or Design Elements	CC ()/OM
Interim Construction Certificate	ICC/OM
Final Construction Certificate	FCC/OM
Consultation Certificate	CNC/OM
Road Safety Audit Certificate	RSAC/OM
Cycle Audit Certificate	CAC/OM
Company Change Notice	CCN/OM
O&M Construction Substantial Completion Certificate	SCC/OM
O&M Construction Final Completion Certificate	FCC/OM
Temporary Works Certificate	TWC/OM
Departure from Standards Proforma	-

Design Interim Statement: Structures Statement No: DISS/OM.....

1. We hereby certify to Angus Council in respect of the design of the following further divided part of the Design or Design Element namely:

.....(Name of further divided part of Structure)

.....(Name of Structure)

that reasonable professional skill and care has been taken by us with a view to securing that the further divided part of the Design or Design Element:-

- i. complies with the O&M Requirements.
- ii. has been accurately translated into the construction drawings and bar bending schedules bearing the unique numbers listed below:
- iii. is not detrimental to the whole Design or Design Element and will not affect the completion of the Design Certificate(s).

2. We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Agreement between Angus Council and

..... (name of the Company) dated

Signed:..... Firm.....
Designer (Authorised Person)

Name: Date:

Signed:..... Firm.....
O&M Contractor (Authorised Person)

Name: Date:

Signed: Firm
Company (Authorised Person)

Name: Date:

3. Receipt of this Certificate is acknowledged

Signed:
on behalf of Angus Council

Name: Date:

Check Interim Statement: Structures **Statement No: CISS/OM.....**

1. We hereby certify to Angus Council in respect of the check of the following further divided part for the Design or Design Element namely:

.....(Name of further divided part of Structure)

.....(Name of Structure)

that reasonable professional skill and care has been taken by us in carrying out the independent check of the part of the Design or Design Element with a view to securing that the further divided part of the Design or Design Element:-

- i. complies with the O&M Requirements.
- ii. has been accurately translated into the construction drawings and bar bending schedules bearing the unique numbers listed below:
- iii. is not detrimental to the whole Design or Design Element and will not affect the completion of the Check Certificate(s).

2. We agree that the Words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Agreement between Angus Council and

.....(name of the Company) dated

Signed:..... Firm.....
Checker (Authorised Person)

Name: Date:

Signed:..... Firm.....
O&M Contractor (Authorised Person)

Name: Date:

Signed: Firm
Company (Authorised Person)

Name: Date:

3. Receipt of this Certificate is acknowledged

Signed:
on behalf of Angus Council

Name: Date:

Design Certificate: Structures Certificate No: DCS/OM.....

1. We hereby certify to Angus Council in respect of the design of the following part of the Design or Design Element namely :

.....(Name of Structure)

that reasonable professional skill and care has been taken by us with a view to securing that the part of the Design or Design Element:-

- i. complies with the O&M Requirements.
- ii. has been accurately translated into the construction drawings and bar bending schedules bearing the unique numbers listed below:
- iii. is not detrimental to the whole Design or Design Element.

2. We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Agreement between Angus Council and

.....(name of the Company) dated

Signed:..... Firm.....
Designer (Authorised Person)

Name: Date:

Signed:..... Firm.....
O&M Contractor (Authorised Person)

Name: Date:

Signed: Firm
Company (Authorised Person)

Name: Date:

3. Receipt of this Certificate is acknowledged

Signed:
on behalf of Angus Council

Name: Date:

Check Certificate: Structures **Certificate No: CCS/OM.....**

1. We hereby certify to Angus Council in respect of the check of the following part of the Design or Design Element namely

.....(Name of Structure)

that reasonable professional skill and care has been taken by us in carrying out the independent check of the part of the Design or Design Element with a view to securing that the part of the Design or Design Element:-

- i. complies with the O&M Requirements.
- ii. has been accurately translated into the construction drawings and bar bending schedules bearing the unique numbers listed below:

iii. is not detrimental to the whole Design or Design Element.

2. We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Agreement between Angus Council and

.....(name of the Company) dated

Signed:..... Firm.....
Checker (Authorised Person)

Name: Date:

Signed:..... Firm.....
O&M Contractor (Authorised Person)

Name: Date:

Signed: Firm
Company (Authorised Person)

Name: Date:

3. Receipt of this Certificate is acknowledged

Signed:
on behalf of Angus Council

Name: Date:

Design Interim Statement: Earthworks Statement No: DISE/OM.....

1. We hereby certify to Angus Council in respect of the design of the following further divided part of the Design or Design Element namely:

..... (Name of further divided part of the Earthworks)

that reasonable professional skill and care has been taken by us with a view to securing that the further divided part of the Design or Design Element:-

- i. complies with the O&M Requirements.
- ii. has been accurately translated into the construction drawings and other Design documents bearing the unique numbers listed below:
- iii. is not detrimental to the whole Design or Design Element and will not affect the completion of the Design Certificate(s).

2. We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Agreement between Angus Council and

.....(name of the Company) dated

Signed:..... Firm.....
Designer (Authorised Person)

Name: Date:

Signed:..... Firm.....
O&M Contractor (Authorised Person)

Name: Date:

Signed: Firm
Company (Authorised Person)

Name: Date:

3. Receipt of this Certificate is acknowledged

Signed:
on behalf of Angus Council

Name: Date:

Check Interim Statement: Earthworks Statement No: CISE/OM.....

1. We hereby certify to Angus Council in respect of the design of the following further divided part of the Design or Design Element namely:

.....(Name of further divided part of the Earthworks)

that reasonable professional skill and care has been taken by us in carrying out the independent check of the part of the Design or Design Element with a view to securing that the further divided part of the Design or Design Element:-

- i. complies with the O&M Requirements.
- ii. has been accurately translated into the construction drawings and other Design documents bearing the unique numbers listed below:
- iii. is not detrimental to the whole Design or Design Element and will not affect the completion of the Check Certificate(s).

2. We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Agreement between Angus Council and

..... (name of the Company) dated

Signed:..... Firm.....
Checker (Authorised Person)

Name: Date:

Signed:..... Firm.....
O&M Contractor (Authorised Person)

Name: Date:

Signed: Firm
Company (Authorised Person)

Name: Date:

3. Receipt of this Certificate is acknowledged

Signed:
on behalf of Angus Council

Name: Date:

Design Certificate: Earthworks Certificate No: DCE/OM.....

1. We hereby certify to Angus Council in respect of the design of the following further divided part of the Design or Design Element namely:

.....(Name of Earthwork's Element)
that reasonable professional skill and care has been taken by us with a view to securing that the further divided part of the Design or Design Element:-

- i. complies with the O&M Requirements.
- ii. has been accurately translated into the construction drawings and other Design documents bearing the unique numbers listed below:
- iii. is not detrimental to the whole Design or Design Element.

2. We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Agreement between Angus Council and

..... (name of the Company) dated

Signed:..... Firm.....
Designer (Authorised Person)

Name: Date:

Signed:..... Firm.....
O&M Contractor (Authorised Person)

Name: Date:

Signed: Firm
Company (Authorised Person)

Name: Date:

3. Receipt of this Certificate is acknowledged

Signed:
on behalf of Angus Council

Name: Date:

Check Certificate: Earthworks

Certificate No: CCE/OM.....

1. We hereby certify to Angus Council in respect of the check of the following part of the Design or Design Element namely

..... (Name of Earthworks Element) that reasonable professional skill and care has been taken by us in carrying out the independent check of the part of the Design or Design Element with a view to securing that the part of the Design or Design Element:-

- i. complies with the O&M Requirements.
- ii. has been accurately translated into the construction drawings and other Design documents bearing the unique numbers listed below:
- iii. is not detrimental to the whole Design or Design Element.

2. We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Agreement between Angus Council and

.....(name of the Company) dated

Signed:..... Firm.....
Checker (Authorised Person)

Name: Date:

Signed:..... Firm.....
O&M Contractor (Authorised Person)

Name: Date:

Signed: Firm
Company (Authorised Person)

Name: Date:

3. Receipt of this Certificate is acknowledged

Signed:
on behalf of Angus Council

Name: Date:

Design Interim Statement: Certificate No: DIS()*/OM.....
Other Parts of Design or Design Elements

1. We hereby certify to Angus Council in respect of the design of the following further divided part of the Design or Design Element namely:

.....(Name of further divided part of Design or Design Element)

.....(Name of part of Design or Design Element)

that reasonable professional skill and care has been taken by us with a view to securing that the further divided part of the Design Element:-

- i. complies with the O&M Requirements.
ii. has been accurately translated into the construction drawings and other Design documents bearing the unique numbers listed below:
iii. is not detrimental to the whole Design or Design Element and will not affect the completion of the Design Certificate(s).

2. We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Agreement between Angus Council and

..... (name of the Company) dated

Signed: Firm
Designer (Authorised Person)

Name: Date:

Signed: Firm
O&M Contractor (Authorised Person)

Name: Date:

Signed: Firm
Company (Authorised Person)

Name: Date:

3. Receipt of this Certificate is acknowledged

Signed:
on behalf of Angus Council

Name: Date:

*Insert Description of part of Design or Design Element:

- Fencing and Environmental Barriers (F) Safety Fencing (B)
Signs and Road Markings (S) Drainage (D)
Lighting and Electrical Works (L) Road Pavements (P)
Environmental and Landscaping (E) Road Layout (R)
Accommodation Works (A) Kerb, Footways and Paved Areas (K)
Site Clearance (SC)

Check Interim Statement: Statement No: CIS()*/OM.....
Other Parts of Design or Design Elements

1. We hereby certify to Angus Council in respect of the design of the following further divided part of the Design or Design Element namely:

..... (Name of further divided part of Design or Design Element)

.....(Name of part of Design or Design Element)

that reasonable professional skill and care has been taken by us in carrying out the independent check of the part of the Design or Design Element with a view to securing that the further divided part of the Design or Design Element:-

- i. complies with the O&M Requirements.
ii. has been accurately translated into the construction drawings and other Design documents bearing the unique numbers listed below:
iii. is not detrimental to the whole Design or Design Element and will not affect the completion of the Check Certificate(s).

2. We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Agreement between Angus Council and

..... (name of the Company) dated

Signed: Firm
Checker (Authorised Person)

Name: Date:

Signed: Firm
O&M Contractor (Authorised Person)

Name: Date:

Signed: Firm
Company (Authorised Person)

Name: Date:

3. Receipt of this Certificate is acknowledged

Signed:
on behalf of Angus Council

Name: Date:

*Insert Description of part of Design or Design Element:

Table with 3 columns: Description, Abbreviation, and Code. Rows include: Fencing and Environmental Barriers (F) Safety Fencing (B), Signs and Road Markings (S) Drainage (D), Lighting and Electrical Works (L) Road Pavements (P), Environmental and Landscaping (E) Road Layout (R), Accommodation Works (A) Kerb, Footways and Paved Areas (K), Site Clearance (SC).

Design Certificate: Certificate No: DC()*/OM.....
Other Parts of Design or Design Elements

1. We hereby certify to Angus Council in respect of the design of the following further divided part of the Design or Design Element namely:

..... (Name of part of Design or Design Element)

that reasonable professional skill and care has been taken by us with a view to securing that the further divided part of the Design Element:-

- i. complies with the O&M Requirements.
- ii. has been accurately translated into the construction drawings and other Design documents bearing the unique numbers listed below:
- iii. is not detrimental to the whole Design or Design Element and will not affect the completion of the Design Certificate(s).

2. We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Agreement between Angus Council and

..... (name of the Company) dated

Signed: Firm
Designer (Authorised Person)

Name: Date:

Signed: Firm
O&M Contractor (Authorised Person)

Name: Date:

Signed: Firm
Company (Authorised Person)

Name: Date:

3. Receipt of this Certificate is acknowledged

Signed:
 on behalf of Angus Council

Name: Date:

*Insert Description of part of Design or Design Element:

Fencing and Environmental Barriers	(F)	Safety Fencing	(B)
Signs and Road Markings	(S)	Drainage	(D)
Lighting and Electrical Works	(L)	Road Pavements	(P)
Environmental and Landscaping	(E)	Road Layout	(R)
Accommodation Works	(A)	Kerb, Footways and Paved Areas	(K)
Site Clearance	(SC)		

Check Certificate: **Certificate No: CC()*/OM.....**
Other Parts of Design or Design Elements

1. We hereby certify to Angus Council in respect of the design of the following further divided part of the Design or Design Element namely:

..... (Name of part of Design or Design Element)

that reasonable professional skill and care has been taken by us in carrying out the independent check of the Design or Design Element with a view to securing that the further divided part of the Design Element:-

- i. complies with the O&M Requirements.
- ii. has been accurately translated into the construction drawings and other Design documents bearing the unique numbers listed below:
- iii. is not detrimental to the whole Design or Design Element and will not affect the completion of the Check Certificate(s).

2. We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Agreement between Angus Council and

..... (name of the Company) dated

Signed: Firm
Checker (Authorised Person)

Name: Date:

Signed: Firm
O&M Contractor (Authorised Person)

Name: Date:

Signed: Firm
Company (Authorised Person)

Name: Date:

3. Receipt of this Certificate is acknowledged

Signed:
 on behalf of Angus Council

Name: Date:

*Insert Description of part of Design or Design Element:

Fencing and Environmental Barriers	(F)	Safety Fencing	(B)
Signs and Road Markings	(S)	Drainage	(D)
Lighting and Electrical Works	(L)	Road Pavements	(P)
Environmental and Landscaping	(E)	Road Layout	(R)
Accommodation Works	(A)	Kerb, Footways and Paved Areas	(K)
Site Clearance	(SC)		

Interim Construction Certificate:

Certificate No: ICC/OM.....

This Certificate is in respect of the period from to

1. We hereby certify to Angus Council that we have supervised the O&M Construction during the period to which this Certificate relates and that we have exercised reasonable professional skill and care with a view to securing that the parts of the O&M Construction set out below have been constructed in accordance with the requirements of the Design. The parts of the O&M Construction referred to in this Certificate are:

.....
.....

2. We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Agreement between Angus Council and

..... (name of the Company) dated

Signed:..... Firm.....
Designer (Authorised Person)

Name: Date:

Signed:..... Firm.....
O&M Contractor (Authorised Person)

Name: Date:

Signed: Firm

Name: Date:

3. Receipt of this Certificate is acknowledged

Signed:
on behalf of Angus Council

Name: Date:

Final Construction Certificate

Certificate No: FCC/OM.....

1. We hereby certify to Angus Council that we have supervised with reasonable professional skill and care the construction and completion of the Design or Design Element namely:

.....(Name of Design or Design Element)

with a view to securing that it has been constructed in accordance with the requirements of the Design.

2. We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Agreement between Angus Council and

..... (name of the Company) dated

Signed:..... Firm.....
Designer (Authorised Person)

Name: Date:

Signed:..... Firm.....
O&M Contractor (Authorised Person)

Name: Date:

Signed: Firm
Company (Authorised Person)

Name: Date:

3. Receipt of this Certificate is acknowledged

Signed:
on behalf of Angus Council

Name: Date:

Consultation Certificate

Certificate No: CNC/OM.....

Consultation with(Name of Consultee)

1. We hereby certify to Angus Council in respect of :

.....(Name of part of Design or Design Element)

that we have consulted with(Name of Consultee) and have ascertained that they have no objections to the part of Design or Design Element as described on the documents listed in Part 3 below.

2. We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Agreement between Angus Council and

..... (name of the Company) dated

Signed: Firm
Designer (Authorised Person)

Name: Date:

Signed: Firm
O&M Contractor (Authorised Person)

Name: Date:

Signed: Firm
Company (Authorised Person)

Name: Date:

3. List Of Documents:

4. Declaration By (Name Of Consultee)

On behalf ofI confirm that:

- (i) consultations referred to above have been completed as indicated above,
(ii) (Name of Consultee) has no objection to the Design or Design Element as described in the Documents listed in Part 3 above, and
(iii) the Documents listed in PART 3 above meet all known requirements

Signed:

Name:

(duly authorised to sign on behalf of(Name of Consultee)

Date:

3. Receipt of this Certificate is acknowledged

Signed:
on behalf of Angus Council

Name: Date:

Road Safety Audit Certificate

Certificate No :- RSAC/OM.....

This Certificate refers to the Stage.....** Road Safety Audit applicable to Zone of Interest Number.....**/ Temporary Traffic Management Schemes* described below

.....
.....

1. We hereby certify to Angus Council:

(i)* that all/some* of the recommendations of the audit report have been incorporated in the Design or Design Element (Reference:***)

and *

(ii)* that alternative solutions to the safety issues raised by the audit have been agreed with the audit team and incorporated in the Design or Design Element. (Reference.....***)

and *

(iii)* that the decision of the arbitrator (as defined in DMRB) with respect to the issues detailed in the exception report (Reference***) have been incorporated in the Design or Design Element.

2. We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Agreement between Angus Council and

..... (name of the Company) dated

Signed: Firm
Designer (Authorised Person)

Name: Date:

Signed: Firm
O&M Contractor (Authorised Person)

Name: Date:

Signed: Firm
Company (Authorised Person)

Name: Date:

3. Receipt of this Certificate is acknowledged

Signed:
on behalf of Angus Council

Name: Date:

* delete as appropriate

** Insert appropriate references

*** Insert report and for associated correspondence references and report item numbers

Cycle Audit Certificate

Certificate No: CAC/OM.....

This Certificate refers to the Stage.....** Cycle Audit described below:

.....
.....

1. We hereby certify to Angus Council:

(i)* that all/some of the recommendations of the audit report have been incorporated in the Design or Design Element (Reference:..... ***)

and *

(ii)* that alternative solutions to the safety issues raised by the audit have been agreed with the audit team and incorporated in the Design or Design Element. (Reference.... ***)

and *

(iii)* that the decision of the arbitrator with respect to the issues detailed in the exception report (Reference..... ***) have been incorporated in the Design or Design Element.

2. We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Agreement between Angus Council and

.....(name of Company) dated.....

Signed:..... Firm.....
Designer (Authorised Person)

Name: Date:

Signed:..... Firm.....
O&M Contractor (Authorised Person)

Name: Date:

Signed: Firm
Company (Authorised Person)

Name: Date:

3. Receipt of this Certificate is acknowledged

Signed:
on behalf of Angus Council

Name: Date:

*delete as appropriate

**Insert appropriate references

*** Insert report and/or associated correspondence and report item numbers

Company Change Notice:

Notice No: CCN/OM.....

- 1. The following Change is proposed under Clause 37 of the Agreement to vary the O & M Requirements*/Conceptual Design*/Design* as detailed in the accompanying documents bearing the unique numbers listed below.
- 2. We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Agreement between Angus Council and

..... (name of the Company) dated

Signed:..... Firm.....
Designer (Authorised Person)

Name: Date:

Signed:..... Firm.....
O&M Contractor (Authorised Person)

Name: Date:

Signed: Firm
Company (Authorised Person)

Name: Date:

- 3. Receipt of this Certificate is acknowledged

Signed:
on behalf of Angus Council

Name: Date:

* delete as appropriate

O&M Construction Substantial Completion Certificate: Certificate No: SSC/OM.....

1. We hereby certify to Angus Council that the O&M Construction comprising.....(Description of O&M Construction) have been substantially completed in accordance with the Agreement and that a Stage 3 Road Safety Audit Certificate in respect of the O&M Construction has been completed.

2. We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Agreement between Angus Council and

..... (name of the Company) dated

Signed:..... Firm.....
Designer (Authorised Person)

Name: Date:

Signed:..... Firm.....
O&M Contractor (Authorised Person)

Name: Date:

Signed: Firm
Company (Authorised Person)

Name: Date:

3. Receipt of this Certificate is acknowledged

Signed:
on behalf of Angus Council

Name: Date:

O&M Construction Final Completion Certificate: Certificate No: FCC/OM.....

1. We hereby certify to Angus Council that the O&M Construction comprising:.....
.....(Description of O&M Construction) have achieved final completion in accordance with the Agreement and that All Design, Check and Construction Certificates in respect of the relevant O&M Construction have been issued.

2. We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Agreement between Angus Council and

..... (name of the Company) dated

Signed:..... Firm.....
Designer (Authorised Person)

Name: Date:

Signed:..... Firm.....
O&M Contractor (Authorised Person)

Name: Date:

Signed: Firm
Company (Authorised Person)

Name: Date:

3. Receipt of this Certificate is acknowledged

Signed:
on behalf of Angus Council

Name: Date:

Temporary Works Certificate: Certificate No: TWC/OM.....

1. We hereby certify to Angus Council that the preparation of the design of the temporary works comprising

.....
.....(Description of temporary works) has been carried out with reasonable professional skill and care with a view to securing that:

- i) it has been designed in accordance with the following standards;
- ii) The design has been successfully translated into temporary works drawings bearing the unique numbers;

2. We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Agreement between Angus Council and

..... (name of the Company) dated

Signed:..... Firm.....
O&M Contractor (Authorised Person)

Name: Date:

Signed: Firm

Name: Date:

3. We have carried out an independent check of the O&M Contractors proposals with reasonable professional skill and care with a view to securing that they are satisfactory for the proper discharge of his responsibilities under the Agreement for the safety of the said parts of the Works and without detriment to the O&M Services.

Signed: Firm:
O&M Works Checker (Authorised Person)

Name: Date:

4. Receipt of this Certificate is acknowledged

Signed:
on behalf of Angus Council

Name: Date:

Departure from Standard Proforma

Applicant:	
Departure Number:	

Project Details	
Road Category & Type	(Refer to TD9, Table 4, Columns 1&2.)
Proposed Carriageway Cross Section	(Carriageway, lane, verge, central reserve, footpath widths etc.)
Design Speed Proposed	
Future Traffic Flows & Composition	

Description of Departure	
Location and Chainage	(e.g. A92, CH 1000 to CH1050.)
Departure Type	(e.g. Stopping Sight Distance)
Standard Reference (e.g. DMRB)	(e.g. DMRB Volume . Section. Part. Paragraph No.)
Required Standard	(Identify desirable minimum standard)
Standard Provided	(Identify Standard being provided and how it relates to the desirable minimum standard)
Associated Departures or Relaxations	(Identify any other Departures or Relaxations included within the proposed project that interact with the departure considered)
Drawing Nos.	(Add Drawing Reference Nos.)

Applicant:	
Departure Number:	

Justification	
Detailed Justification	
Safety Implications	
Structural Integrity	(Where appropriate provide details of any possible impact the proposed Departure may have with respect to structural integrity/stability of earthworks, structures and road pavement)

Essential Compensatory Measures	
Compensatory Measures	

To be completed by Angus Council

Recommendation for Departure Approval