

## SCHEDULES

### SCHEDULE 13

#### PROTECTIVE PROVISIONS

### PART 3

#### FOR THE PROTECTION OF THE LOCAL HIGHWAY AUTHORITY

##### Interpretation

2.—(1) The terms used in this Schedule are as defined in article 2 (interpretation) of this Order save where inconsistent with sub-paragraph (2) which will prevail.

(2) In this Schedule—

“approval in principle” means the document, which records the agreed basis and criteria for the detailed design or assessment of a highway structure.

“as built information” means one electronic copy of the following information where applicable to the phase in question—

- (a) as constructed drawings in both PDF AutoCAD DWG, MX and GIS formats for anything designed by the undertaker;
- (b) list of suppliers and materials, test results and CCTV surveys;
- (c) product data sheets, technical specifications for all materials used;
- (d) as constructed information for any utilities discovered or moved during the works
- (e) method statements for works carried out;
- (f) in relation to road lighting, signs and traffic signals any information required by Series 1400 of the Specification for Highway Works;
- (g) organisation and methods manuals for all products used;
- (h) as constructed programme;
- (i) health and safety file under the Construction (Design and Management) Regulations 2015;
- (j) test results and records; and
- (k) other such information as is readily available to the undertaker and may be reasonably required by the local highway authority to be used to update any relevant databases;

“bond” means a bond from a surety approved by the local highway authority for the bond sum drafted substantially as detailed in Form 2 contained in paragraph 15 of this Part of this Schedule;

“the bond sum” means the sum equal to 120% of the estimated costs of the carrying out of the phase of the county highway works concerned or such other sum agreed between the undertaker and the local highway authority;

“commuted sum” means such sum as calculated by the local highway authority in accordance with paragraph 7(2)(c) of this Part of this Schedule for any structure within each phase to be used to fund the future cost of maintaining such structures;

“contractor” means any contractor or sub-contractor appointed by the undertaker to carry out the county highway works or any phase of the county highway works and approved by the local highway authority in accordance with paragraph 3(2) of this Part of this Schedule;

“county highway works” means those parts of Works Nos. 4 and 7 coloured pink and yellow on the future highway maintenance plans the general arrangement of which is shown on the highway general arrangement plans and any ancillary works;

“defects period” means a period of twelve months from the date of the provisional certificate or longer period if agreed between the undertaker and the local highway authority in which all defects arising from the county highway works must be rectified by the undertaker;

“detailed design information” means the following drawings, specifications and other information which must be in accordance with the general arrangements shown on the highway general arrangements plans unless otherwise agreed between the local highway authority and the undertaker—

- (a) site clearance details;
- (b) boundary environmental and mitigation fencing;
- (c) road restraint systems (vehicle and pedestrian) and supporting Road Restraint Risk Assessment Process assessment (RRRAP);
- (d) drainage and ducting;
- (e) earthworks including supporting geotechnical assessments required by HD22/08 and any required Strengthened Earthworks Appraisal Form certification;
- (f) kerbs, footways and paved areas;
- (g) traffic signs, signals and road markings;
- (h) road lighting (including columns, brackets and bat hop-overs);
- (i) electrical work for road lighting and traffic signs;
- (j) highway structures and any required certification in accordance with BD2/12;
- (k) agreed departures from Standard;
- (l) landscaping;
- (m) utilities diversions; and
- (n) wildlife crossings,

where relevant to the phase concerned;

“estimated costs” means the estimated costs in respect of each phase agreed in accordance with paragraph 5(1) of this Part of this Schedule;

“the excess” means the amount by which the county highway authority estimates that the costs referred to in paragraph 5(1) of this Part of this Schedule will exceed the estimated costs in accordance with paragraph 5(5)(b) of this Part of this Schedule;

“final certificate” means the certificate issued by the local highway authority to the undertaker for each phase to certify that the defects period has been completed to the satisfaction of the local highway authority;

“nominated persons” means the undertaker's representatives or the contractors' representatives on site during the carrying out of the county highway works;

“phase” means a phase of the county highway works which are to be carried out in separate phases such phases to be agreed with the local highway authority;

“programme of works” means a document setting out the sequence and timetabling of works for the phase in question;

“provisional certificate” means the certificate issued by the local highway authority to the undertaker for each phase of the county highway works to certify that in the opinion of the local highway authority the county highway works perform the function for which they were intended and are complete except for minor items not affecting safety;

“Road Safety Audit” means an audit carried out in accordance with the Road Safety Audit Standard;

“Road Safety Audit Standard” means the Design Manual for Roads and Bridges Standard GG119 or any successor document;

“satisfaction of the local highway authority” means the normal standards of the local highway authority in approving the design construction and/or rectification of defects of equivalent highway works applied elsewhere within their administrative area; and

“technical approval authority” means the organisation responsible for agreeing the approval in principle and subsequently accepting the relevant certificates for all highway structures; and

“utilities” means any pipes wires cables or equipment belonging to any person or body having power or consent to undertake street works under the 1991 Act.

**Changes to legislation:**

There are currently no known outstanding effects for the The West Midlands Rail Freight Interchange Order 2020, Paragraph 2.