

# **Urban Highway Grass Cutting Agreement**

## ***Urban Roads***

This Agreement is made the 1<sup>st</sup> April 2016

### **BETWEEN**

(1) Devon County Council of County Hall, Topsham Road, Exeter, Devon, EX2 4QD (“the Authority”)

and

(2) \_\_\_\_\_ (“the District / Town / Parish Council”)

each a “Party” and together the “Parties”

### **BACKGROUND AND AIMS**

- A) The Authority and the District / Town / Parish Council are local authorities for the purposes of the Local Government Act 1972 (“the Act”)
- B) The Authority is the local highway authority for the purposes of the Highways Act 1980 and is responsible for ensuring (inter alia) the highways verges maintainable at public expense within its administrative area are cut so as to maintain clear visibility for highway users.
- C) By virtue of Section 101 of the Act, section 19 of the Local Government Act 2000 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 a local authority may arrange for the discharge of any of its functions to any other local authority.

### **1. DEFINITIONS & INTERPRETATION**

1.1 In these terms and conditions unless there is something inconsistent in the context or otherwise specified, the following expressions shall have the following meanings:

“Agreement” means these terms and conditions and any and all Schedules to this Agreement as the same may be amended, modified or supplemented from time to time in accordance with this Agreement.

“Annual Agreement Sum” means the payment made to the Town / Parish Council by the Authority as detailed in annual Order

“Commencement Date” means 1<sup>st</sup> April 2016

“Expiry Date” means 31<sup>st</sup> March 2017

“Schedule” means the schedules attached to this Agreement as amended by the Authority from time to time.

“Services” means the services provided by the District / Town / Parish Council as detailed in clause 2 and Schedule 1 & 2 to this Agreement.

“Term” means the period starting on the Commencement Date and ending on the Expiry Date unless terminated earlier in accordance with this Agreement.

- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.3 The singular includes the plural and vice versa and any gender includes any other gender.
- 1.4 Reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended, extended or re-enacted.
- 1.5 In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any Schedule, the provision in the Agreement shall take precedence over the provision in the Schedule.
- 1.6 The Schedules to this Agreement attached hereto form part of and shall be deemed to be incorporated in this Agreement.

## **2. OBLIGATIONS OF THE DISTRICT TOWN / PARISH COUNCIL**

- 2.1 The District / Town / Parish Council will discharge on behalf of the Authority the following Services in relation to the highway throughout the Term:
  - 2.1.1 cutting of grass verges (visibility areas) on urban roads as specified in Schedule 1 to this Agreement and such other areas as may from time to time be agreed in writing by the Parties as directed and / or according to the policies from time to time produced by the Authority;
  - 2.1.2 the areas to be maintained as defined in Schedule 1 to this Agreement relating to grass cutting shall be cut and trimmed at regular intervals and on at least four occasions between 1<sup>st</sup> April and 31<sup>st</sup> October in any calendar year, as indicated in Schedule 2;
  - 2.1.3 Mowing operations shall avoid spillage of debris such as stones onto carriageways or footways. Grass clippings and arisings lying on roads, footpaths, car parks, drains and other hard surfaces shall be immediately swept up and removed off site. Grass clippings and arisings on all other areas shall be dispersed evenly over the sward.
- 2.2 The District / Town / Parish Council will use all reasonable endeavours to conform to the Schedules when carrying out the Services including the use of common forms and documentation.
- 2.3 The District / Town / Parish Council shall carry out the said Services in accordance with the requirements of the Highways Act 1980 and all other relevant statutory provisions.

- 2.4 The District / Town / Parish Council will ensure that all persons involved in the exercise of the Services shall hold the recognised national qualifications as stated and further defined in Schedule 3 & 4 to this Agreement or alternatively have had suitable experience and training as approved by the Authority on traffic safety and management and the tools and machinery employed.

### **3. OBLIGATIONS OF THE AUTHORITY**

- 3.1 The Authority will not introduce any changes to the administrative procedures without prior consultation with the District / Town / Parish Council.
- 3.2 Any required variation to the Services brought about by changes to the Authority's policy shall be communicated to the District / Town / Parish Council.
- 3.3 The Authority shall provide the District / Town / Parish Council with any advice on receipt of a reasonable written request in respect of the requirements of the Highways Act 1980 and all other relevant statutory provisions.
- 3.4 The Authority shall if reasonably requested by the District / Town / Parish Council provide advice in order to assist the District / Town / Parish Council in performing its Services under this Agreement.

### **4. FINANCIAL PROVISIONS**

- 4.1 All invoices will be submitted within 2 months of completion of the Services to the Authority by the District / Town / Parish Council after the work has been carried out but within the same financial year.
- 4.2 The District / Town / Parish Council shall keep an account of all expenditure and paperwork incurred in the exercise of the Services and to provide such information to the Authority on demand.
- 4.4 For the avoidance of doubt the Annual Agreement Sum shall be inclusive of all administrative costs incurred by the District / Town / Parish Council and the Authority in exercising the Services.
- 4.5 The Authority will pay all valid and correct invoices submitted in the appropriate form within 30 days of receipt.
- 4.6 The Authority shall not pay any invoices submitted by the District / Town / Parish Council where the sum or sums invoiced shall exceed the Annual Agreement Sum.

### **6. SAFETY**

- 7.1 The District / Town / Parish Council shall ensure that Services are undertaken in accordance with any law or regulation at all times.

- 7.2 The District / Town / Parish Council will not undertake any work in the performance of the Services or adjacent to the highway without adequate traffic signing measures first being in place. All traffic management measures shall comply with Chapter 8 of the Traffic Signs Manual.
- 7.3 For the avoidance of doubt it is hereby agreed and declared that this Agreement does not impose on the District / Town / Parish Council any duty of routine inspection of the highway for safety checks. This duty will continue to be the responsibility of the Authority.

## **7. INDEMNITY**

- 7.1 The District / Town / Parish Council will be liable for all Services undertaken pursuant to this Agreement and shall indemnify the Authority and keep the Authority fully indemnified against any demands, claims, liabilities, losses, costs and expenses whatsoever including all legal costs and damages or compensation paid by the Authority on the advice of its legal advisers to compromise or settle any claim that may be incurred by Authority as a result of any breach of this Agreement by the Town / Parish Council including but not limited to:
- 7.1.1 any act of neglect or default of the employees District / Town / Parish Council or its agents; and / or
- 7.1.2 any breaches in respect of any matter arising from the supply of the Services resulting in any successful claim by any third party.

## **8. INSURANCE**

- 8.1 The District / Town / Parish Council shall insure against liability under clause 8 of this Agreement with a reputable insurance company in a sum of not less than £5,000,000 in respect of any one claim and shall produce the certificate for the current premium to the Authority on request.
- 8.2 The District / Town / Parish Council shall not sub-contract any or all of its obligations under this Agreement to a sub-contractor unless the sub-contractor has first produced to the District / Town / Parish Council proof of him having employer's liability insurance and public liability insurance from a reputable insurance company covering a minimum of £5,000,000 in respect of any one claim and the Town / Parish Council shall produce the certificate for the sub-contractor's current premium to the Authority on request.

## **9. FREEDOM OF INFORMATION**

9.1 Notwithstanding anything to the contrary contained or implied in any documents or negotiations leading to the formation of this Agreement:

9.1.1 the Authority shall be entitled to publish and / or release any and all terms or conditions of this Agreement, the contents of any documents and/or information relating to the formation of this Agreement under the provisions of the Freedom of Information Act 2000 and / or Data Protection Act 1998.

9.1.2 nothing contained in this Agreement shall prevent the Authority from disclosing and / or publishing under the provisions of the Data Protection Act 1998 and/or Freedom of Information Act 2000 any term or condition or information contained in or relating to the formation of this Agreement.

9.2 The District / Town / Parish Council shall:

9.2.1 co-operate with the Authority and supply to it all necessary information and documentation required in connection with any request received by the Authority under the Data Protection Act 1998 and / or Freedom of Information Act 2000.

9.2.2 supply all such information and documentation at no cost to the Authority and within seven days of receipt of any request.

9.3 The District / Town / Parish Council shall not publish or otherwise disclose any information contained in this Agreement or in any negotiations leading to it without the Authority's previous written consent unless the District / Town / Parish Council is bound to publish and/or disclose such information under the Data Protection Act 1998 and / or Freedom of Information Act 2000 and such information is not exempt from such disclosure and / or publication under the provisions of the Data Protection Act 1998 and/or Freedom of Information Act 2000.

## **10. TERMINATION**

10.1 Either Party may terminate this Agreement for whatever reason at any time prior to the Expiry Date by giving not less than 3 months written notice to the other Party to include details of the reasons for the termination.

10.2 In the event of any breach by the District / Town / Parish Council the Authority shall serve written notice upon the Council giving details of the breach along with the remedy required. Failure by the District / Town / Parish Council to remedy the breach within 14 days will result in the Authority terminating this Agreement.

**11. DISPUTE RESOLUTION**

11.1 In the event of any dispute between the Parties arising in connection with this Agreement, the Parties shall use all reasonable endeavours to resolve the matter on an amicable basis. If the Authority or the District / Town / Parish Council serves formal written notice on the other that a material dispute of such a description has arisen and the Parties are unable to resolve the dispute within a period of 30 days from the service of such notice, then the dispute shall be referred to a mediator for alternative dispute resolution and Parties shall seek in good faith to resolve the dispute by alternative dispute resolution.

11.2 The cost of the appointment of a mediator and the fees and expenses relating to the alternative dispute resolution are to be paid in equal shares by both Parties.

**12. AMENDMENTS**

12.1 Any amendments to this Agreement shall be made in writing and signed by a duly authorised representative of the Parties.

**13. NOTICE**

13.1 Any notice given under this Agreement shall be in writing and shall be sent to the address of the other Party as set out at the Head of this Agreement or such other address as that Party may from time to time notify to the other Party.

**14. PARTNERSHIP AND ASSIGNMENT**

14.1 Nothing in this Agreement shall be construed as establishing or implying any partnership, joint venture, agency fiduciary relationship or other relationship between the Parties other than a contractual relationship expressly provided for by this Agreement. Neither Party shall have nor represent that it has any authority to make any commitments on the other Party's behalf.

14.2 This Agreement shall not be assigned, transferred nor the performance of any or all obligations hereunder sub-contracted by the District / Town / Parish Council without the prior written consent of the Authority, such consent to be at the absolute discretion of the authority.

**15. THE CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999**

15.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to and does not give any person who is not a Party to it any right to enforce any of its provisions.

**16. ENTIRE AGREEMENT**

16.1 This Agreement sets out the whole agreement of the Parties in respect of the Services and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

**17. FORCE MAJEURE**

17.1 No party shall be considered in breach of its obligations under this Agreement or responsible for any delay in carrying out such obligations, if the performance thereof is prevented or delayed wholly or in part as a consequence whether direct or indirect of war (whether war be declared or not) emergency, strike, industrial dispute, accident, fire, earthquake, flood, storm, tempest or any other unforeseen occurrence. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months either Party may terminate this Agreement by written notice to the other Party.

**18. LAW AND JURISDICTION**

18.1 This Agreement shall be governed by English law and the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

**SIGNATURES**

IN WITNESS whereof the Parties have entered into this Agreement by signature of their respective duly authorised representatives, the day and year first above written.

Signed by a duly authorised officer  
for and on behalf of Devon County Council:



Joe Deasy – Asset management Group manager

Signed by and on behalf of the above:

named [.....] District / Town / Parish Council

**Schedule 1**

Devon County Council Grass Cutting Agreement  
*[Version 3 – February 2015]*

**Schedule 2**

Urban Grass Cutting Timetable  
*[Version – April 2010]*

**Schedule 3**

DfT – NRSWA Street Works Qualifications (guidance)

**Schedule 4**

National Highways Sector Schemes for Quality Management in Highway Works –  
12D (Guidance)



**Schedule 1**

**Devon County Council Grass Cutting Policy**  
*[Version 3 – February 2015]*

## Devon County Council AMG Policy & Procedure Combined

# Grass Cutting

## M.0D.PP.Grass Cutting

Policy and procedures for cutting roadside grass

### REVISIONS

v.3, 8 April 2015

Approved by Cabinet

R:\HighMgmt\Files\Operational and  
Delivery\Maintenance Manual\Grass Cutting  
version 8 April 2015.docx

## **GRASS CUTTING**

### **1.0 Scope**

Approved policy and procedures for cutting roadside grass.

### **2.0 Statement of Objectives:**

The control of growth on the highway is necessary for the following safety reasons:

- to maintain visibility areas / splays for highway users;
- to provide forward visibility to signs.

Additionally:

- community self help to address local issues over and above the level of service will be encouraged.

### **3.0 Policy to Achieve Objectives**

3.1 Urban roads are generally defined as those within a 20, 30, or 40mph speed-restricted area with a number of surrounding residential or commercial properties or within built up areas of villages and hamlets. However, there are a number of roadside verges within 40mph speed limits, which continue to be considered of a rural nature and are therefore cut accordingly.

The Priority Network consists of winter service priority one salting routes.

3.2 The policy to achieve the County Council's objectives is given below:

Cutting on visibility areas (junctions, laybys and the inside of bends) is undertaken on an 'as needed' basis and the frequency below has proved adequate:

Rural Priority Network - twice or occasionally three times per annum

Rural other roads (excluding maintenance category 12 roads) - once per annum

Urban roads (excluding maintenance category 12 roads) - four times per annum

The Neighbourhood Office is authorised to determine the timing of the cutting and whether the maximum number of cuts is necessary. In a normal growing season the rural cutting commences on Priority Routes during mid-May. Urban cutting usually commences in April. Any cuts additional to the maximum number will be regarded as being for amenity or environmental purposes and will be the responsibility of City, Borough or District Councils. Partnership arrangements for commissioning the highway and amenity work are encouraged where appropriate.

Additional cutting (including other areas) will be undertaken to facilitate other maintenance works for example surface treatment or ditch cleaning. Also to provide forward visibility to essential road signs.

The residual height of rural cutting is 100mm, and urban cuts 40mm.

No early cut is to be carried out on moorland roads where cut bracken may harm animals;

The use of grass growth retarder is not permitted.



**Schedule 2**  
Urban Grass Cutting Timetable  
*[Version – April 2010]*

Urban Grass Cutting Timetable vers April 2010

<b>Grass Cutting Programme</b>		April	May	June	July	August	September	October
1	<b>Urban Cutting</b>							
	All Maintenance Catagories ( full width cut to all urban highway verge 4 times per season)							

### **Schedule 3**

DfT – NRSWA Street Works Qualifications (guidance)

#### **Minimum requirement for grass cutting**

*City & Guilds accreditation under NRSWA 1991 – unit 002  
signing lighting and guarding.*

*Document available at:*

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/4387/regulations.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/4387/regulations.pdf)

**Guidance Note**

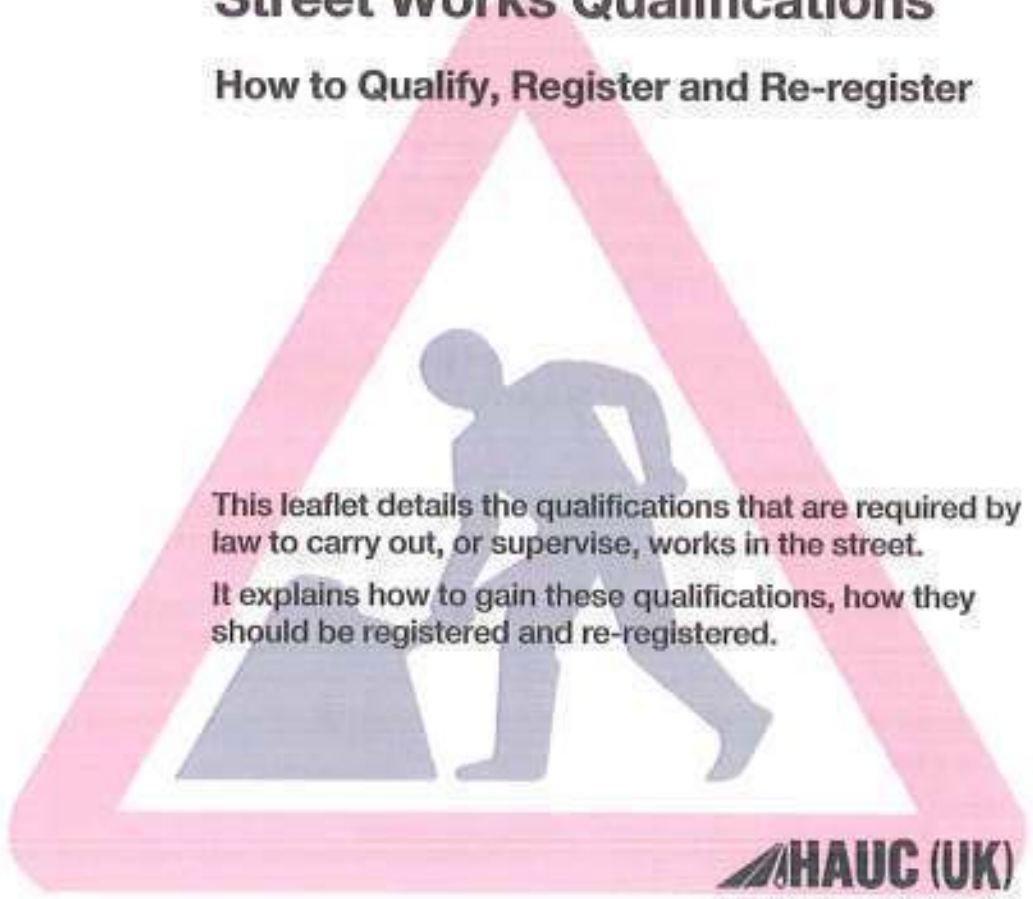
September 2009



# **New Roads and Street Works Act 1991**

## **Street Works Qualifications**

**How to Qualify, Register and Re-register**



This leaflet details the qualifications that are required by law to carry out, or supervise, works in the street.

It explains how to gain these qualifications, how they should be registered and re-registered.



#### What are the legal requirements?

The New Roads and Street Works Act 1991 (NRSWA) requires undertakers to ensure that work to install, renew, maintain and inspect underground apparatus in the street is controlled by competent people. To meet these requirements, undertakers have to make sure that an operative, with the appropriate qualification(s), is on site when works are in progress. In addition, a suitably qualified supervisor must supervise street works in most cases. The supervisor does not need to be on site at all times, and can supervise more than one set of works. However, a supervisor qualification does not qualify the holder to work as a qualified operative or vice versa.

A person may only act as a trained operative or supervisor for the type of work for which they hold the relevant qualification. Therefore, it may be necessary for a number of people with different qualifications to be involved with the work during its various stages. There is no limit to the number of qualifications held by one person.

#### What is an undertaker?

An undertaker is an organisation or person carrying out street works under:

- a) a statutory right (e.g. organisations such as gas, water, electricity and communications companies); or
- b) a licence granted by the street authority (e.g. people laying sewers, drains, water supply connections and other apparatus for their own private purposes.) This licence is commonly called a section 50 licence.

Undertakers can arrange for their contractors or agents to provide the qualified operatives and supervisor, but the undertakers are ultimately responsible for making sure that their works comply with NRSWA.

#### What are prescribed qualifications?

The prescribed qualifications for various types and combinations of work are set out in the Street Works (Qualifications of Supervisors and Operatives) (England) Regulations.

To be qualified a person has to:

- a) have achieved a certificate of competence as issued by an Awarding Body; and
- b) register that certificate with the approved register, the Street Works Qualifications Register (SWQR).

The Regulations outline the qualifications for both supervisors and operatives by referring to the various units of competence in which they will be assessed.

A registered qualification allows a person to only carry out the type of work covered by that qualification. The qualifications for the various types of work are given below and are made up of one or more units of competence

#### Units of competence for Operatives:

1. Location and avoidance of underground apparatus
2. Signing, lighting and guarding
3. Excavation in the highway

4. Reinstatement and compaction of backfill materials
5. Reinstatement of sub base and base in non bituminous materials
6. Reinstatement in cold lay bituminous materials
7. Reinstatement in hot lay bituminous materials
8. Reinstatement of concrete slabs
9. Reinstatement of modular surfaces and concrete footways

#### Qualifications for Operatives

Currently, there are five separate qualifications that may be registered by trained operatives:

Qualifications (type of work)	Units of competence required
Excavation in the highway	Units 1, 2 and 3
Excavation, backfilling and reinstatement of construction layers with a cold-lay bituminous surface	Units 1, 2, 3, 4, 5 and 6
Reinstatement of construction layers in hot-lay and cold lay bituminous materials	Units 1, 2, 6 and 7
Reinstatement of concrete slabs	Units 1, 2 and 8
Reinstatement of modular surfaces and concrete footways	Units 1, 2 and 9

*From April 2011 onwards, a sixth qualification for signing, lighting and guarding must be registered with the SWQR.*

#### Units of competence for Supervisors:

1. Location and avoidance of underground apparatus
10. Monitoring signing, lighting and guarding
11. Monitoring excavation in the highway
12. Monitoring reinstatement and compaction of backfill materials
13. Monitoring reinstatement of sub base and base in non bituminous materials
14. Monitoring reinstatement in bituminous materials
15. Monitoring reinstatement of concrete slabs
16. Monitoring reinstatement of modular surfaces and concrete footways

#### Qualifications for Supervisors

Currently, there are five separate qualifications that may be registered by supervisors:

Qualifications (type of supervisory work)	Units of competence required
Monitoring excavation in the highway	Units 1, 10 and 11
Monitoring excavation, backfilling and reinstatement of construction layers with bituminous materials	Units 1, 10, 11, 12, 13 and 14
Monitoring reinstatement of construction layers in bituminous materials	Units 1, 10 and 14
Monitoring reinstatement of concrete slabs	Units 1, 10 and 15
Monitoring reinstatement of modular surfaces and concrete footways	Units 1, 10 and 16

*From April 2011 onwards, a sixth qualification for the monitoring of signing, lighting and guarding must be registered with the SWQR.*

#### Who awards the qualifications?

The Secretary of State has appointed three organisations to be Awarding Bodies for the scheme:

City & Guilds of London Institute, 1 Giltspur Street, London EC1A 9DD  
Tel: 020 7294 2800 Web: [www.cityandguilds.com](http://www.cityandguilds.com)

CABWI Awarding Body, 1 Queen Anne's Gate, London SW1H 9BT  
Tel: 020 7957 4523 Web: [www.cabwi.co.uk](http://www.cabwi.co.uk)

SQA, Optima Building, 58 Robertson Street, Glasgow, G2 8DQ  
Tel: 0845 279 1000 Web: [www.sqa.org.uk](http://www.sqa.org.uk)

A detailed list of the national assessment centres that are approved by the Awarding Bodies to assess the various units of competence is available.

After the Awarding Body has issued certificates of competence to an operative or supervisor, the required certificates that make up a qualification will be registered with the SWQR within one month of receipt of such information. This registration is valid for five years only.

Workers from member states of the European Union (and Iceland, Liechtenstein, Norway and Switzerland) with equivalent guarantees of skill and competence will be treated as qualified operatives and supervisors. Before starting work in England they must register with the SWQR.

#### How is assessment carried out?

Assessment of the units can be done at one of the approved assessment centres nationwide.

The assessment process, as agreed by HAUC(UK), is in the form of a purpose designed practical and knowledge test. The test covers questions relating to the materials, equipment and methods given in the current version of the Specification for the Reinstatement of Openings in Highways Code of Practice (the SROH or the "Yellow Book") and the traffic management procedures set out in the latest edition



of the Safety at Street Works and Road Works Approved Code of Practice (the "Red Book").

Further information on the location of assessment centres and procedures for approval can be obtained from the Awarding Bodies.

While training may be carried out with the assistance of an interpreter, assessment must be carried out in English without assistance.

**What are the re-registration and reassessment requirements?**

From 6th April 2010 an operative or supervisor can re-register for another five years as long as the application to re-register is received by the SWQR within a window of 6 months before and 6 months after expiry of the earlier registration.

From 6th April 2011 onwards, operatives and supervisors will be required to have successfully completed reassessment for the units of competence that they already hold before they can re-register. The reassessment certificate will also be registered. The window for re-registration is 6 months before and 6 months after expiry of the earlier registration.

The reassessment process has been introduced to make sure that operatives and supervisors maintain their level of skill and understanding since they registered or re-registered. This reassessment, as agreed by HAUC(UK), will be in the form of a knowledge based, multiple choice test and will only be used when an operative or supervisor wishes to re-register.

**What are the cost implications?**

The assessment centres will charge for initial approval of each unit of competence. A fee will also be charged by the Street Works Qualifications Registrar for individual entries in the SWQR.

Assessment centres will establish their own scale of charges for candidates undertaking reassessment.

Details of fees and charges are obtainable, on request, from the relevant organisations.

**How are the qualified persons identified?**

The Street Works Qualification Register contains details of the qualifications awarded by the Awarding Bodies. Each person on the SWQR is issued with a personal identity card (the SWQR Card) showing the qualification(s) they hold.

After an operative or supervisor gains a qualification, the details of the units of competence that make up that qualification are added to the SWQR. This registration lasts for five years.

If new units of competence are gained after registration or re-registration, details of these units can be added to the SWQR and SWQR Card. As with all other qualifications, it will only be registered for five years, unless it is re-registered.

If a person or organisation wishes to check if someone is a suitably qualified operative or supervisor, they may contact the SWQR:

Street Works Qualifications Register  
Optima Building, 58 Robertson Street, Glasgow G2 8DQ  
Tel: 0845 270 2720 Web: [www.swqr.org.uk](http://www.swqr.org.uk)

The Registrar will respond in writing to telephone or written requests for information about a person's qualification status. There may be a charge for this service.

#### SWQR card

The SWQR card is shown below. The cards are colour coded; yellow for operatives, blue for supervisors and white for persons holding both qualifications.



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September 2009.

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## **Schedule 4**

### **National Highways Sector Schemes for Quality Management in Highway Works – 12D (Guidance)**

#### **Minimum requirement for grass cutting**

*National Highways Sector Scheme (12D) - unit T1 moving works*

Full document available at: <http://www.ukas.com/library/Technical-Information/Pubs-Technical-Articles/Pubs-List/NHSS12D%20Version%208.pdf>



# **National Highway Sector Schemes for Quality Management in Highway Works**

**12D**

**For installing, maintaining and removing  
temporary traffic management on rural and  
urban roads**

**Published by the Sector Scheme Advisory Committee for  
Temporary Traffic Management on Rural and Urban Roads**

(04/14) **INTRODUCTION**

1 This Sector Scheme Document (SSD) relates to the quality management system requirements for installing, maintaining and removing temporary traffic management on rural and urban roads

It sets out to identify a common interpretation of BS EN ISO 9001 for Organizations and Certification Bodies engaged in the sector, and the minimum qualifications that an assessor/auditor requires. The document shall be read in conjunction with BS EN ISO 9001 *[and other relevant specification/standard where appropriate]*

2 This Sector Scheme is one of the series of National Highway Sector Schemes (NHSSs), which have been developed as bespoke integrated management schemes within an ISO 9001 framework to interpret BS EN ISO 9001 as it applies to a particular highway related activity/industry within the United Kingdom.

Scheme 12A/B	Installing, maintaining and removing static temporary traffic management on motorways and high speed dual carriageways for schemes incorporating contraflow operations and/or temporary road markings
	Installing, maintaining and removing static temporary traffic management on motorways and high speed dual carriageways or schemes not incorporating contraflow operations and/or temporary road markings
Scheme 12C	Mobile lane closure temporary traffic management on motorways and other dual carriageways
Scheme 12D	Installing, maintaining and removing temporary traffic management on rural and urban roads

In using this Sector Scheme users shall use best practice of specifying other relevant National Highway Sector Schemes. This scheme does not replace the requirements of existing Temporary Traffic Management Schemes (12A/B or 12C) where these are a contractual requirement.

3 Separate Sector Scheme Advisory Committees (SSACs) for each activity within the sector provide advice to UKAS and expert representation is drawn from all sides of industry. Each SSAC has interpreted BS EN ISO 9001 in relation to the requirements of their particular activity and has come to a consensus on the minimum levels of workmanship, services, products, testing, and the training and competency of personnel, as appropriate, required to meet specification requirements as well as identified requirements in respect of environmental and health & safety and other aspects. The details are contained in the individual Sector Scheme Documents (SSDs). Following the publication of a revised BS EN ISO 9001, the committees will review their documents to ensure alignment with the revised BS EN ISO 9001 and that the SSD does not conflict with the national standard prior to withdrawal of the previous edition of the standard.

4 The individual NHSS technical advisory committees are overseen by the National Highways Sector Scheme Liaison Committee (NHSSLC). This Committee provides a forum for discussion on the effectiveness of the Sector Schemes and co-ordinates developments so that they can be uniformly taken forward by each of the NHSS technical advisory committees. It is also the venue where dialogue with UKAS and the Certification Bodies on the application of the Sector Schemes takes place.

5 NHSSs together with BS EN ISO 9001 are designed to:

- Provide an industry benchmark
- Ensure that all processes are planned
- Provide a basis for continuous improvement
- Focus on quality as an objective
- Reduce costs for Client and Organization



- Provide and maintain a properly trained and competent workforce
- Involve all sides of industry in scheme ownership within a partnership framework
- Provide the basis for the technical knowledge and experience that Certification Body auditors will use in the sector concerned
- Promote confidence in quality management systems through provision of a robust transparent system

6 The Sector Scheme shall apply only where specified by the Client in their Contract Documents for installing, maintaining and removing temporary traffic management on rural and urban roads.

7 In using this Sector Scheme users shall use best practice such as specifying any other relevant NHSSs as appropriate to the nature of the work being undertaken

8 <sup>(12/12)</sup> It should also be noted that NHSSs are mandatory for Highways Agency contracts and suppliers within the supply chain shall demonstrate compliance with the requirements of BS EN ISO 9001 and this SSD as part of their continual improvement within their BS EN ISO 9001 registration. The use of the Specification for Highway Works as the basic document for procuring highway works by other highway authorities would normally automatically call up compliance with BS EN ISO 9001 and this SSD. Other owners may also require their suppliers to comply with this Sector Scheme, as may other authorities.

9 <sup>(12/12)</sup> The SSD is a live document with the SSAC12D meeting at least once a year to develop it as appropriate. Those using the document should always ensure that they have the current version of the document. The SSD may be obtained

- by visiting the UKAS website ([www.ukas.com](http://www.ukas.com)) from where the document can be freely downloaded or.

This NHSS document is date specific, however, the Organization shall have procedures in place to ensure that the latest version is always available. Organizations should be aware that utilisation of internet search engines may result in out of date references being identified/called up.

10 The Secretary of the SSAC12D maintains a list of registered Organizations. The Secretary can be contacted at the address given below.

11 <sup>(12/12)</sup> Lantra hosts the register of Organizations on their website ([www.lantra-awards.co.uk/schedule-of-suppliers](http://www.lantra-awards.co.uk/schedule-of-suppliers)) . This is a self registration list and it is a requirement of this scheme that Organizations register their details on this website and keep them up to date; Certification Bodies will check that the Organization is registered on the website together with all relevant information, including a pdf copy of the certification of registration that the Certification Body issues and any other specific documentation to be uploaded specified by this SSD, prior to annual and surveillance visits

## 12 <sup>(12/12)</sup> Scheme Contact and Feedback

Any observations or complaints relating to the operation of this document and the scheme should be addressed using the procedures given In Appendices J1, J2 or J3 as appropriate. Appendix J1 is to be used for observations and general queries concerning the document and general feedback. Appendix J2 relates to the assessment process carried out by Certification Bodies. Appendix J3 relates to policing of the scheme.

Completed J1 forms should be sent to:

The Chairman  
Sector Scheme Advisory Committee for the installing, maintaining and removing temporary traffic management on rural and urban roads.  
C/o UKAS  
21-43 High Street  
Feltham  
Middlesex, TW13 4UN  
E-mail [info@ukas.com](mailto:info@ukas.com)

Note: J1 forms will be sent on receipt by UKAS to the relevant scheme secretary or chairperson for consideration. In many instances, J1 forms can be responded to without the need for them to be considered by an NHSS committee, those requiring a more detailed response will be dealt with at the next meeting of the committee as part of the review of the document. If the J1 form contains information that is critical, then exceptionally action can be taken prior to the meeting by the chairperson for instance by arranging an extraordinary meeting of the NHSS advisory committee. The secretary will normally advise the originator of receipt of the J1 document and when the next meeting is expected to be held.

Completed J2 forms should be sent directly to the relevant Certification Body.

Completed J3 forms should be sent to the relevant Highway Authority, Police Authority or HSE as appropriate and indicated on the form

a) Contact

The Secretary  
Sector Scheme Advisory Committee for the installing, maintaining and removing temporary traffic management on rural and urban roads.  
C/o UKAS  
21 – 43 High Street  
Feltham  
Middlesex, TW13 4UN  
  
E-mail [info@ukas.com](mailto:info@ukas.com)  
Tel. 0208 917 8400

b) Feedback

Any feedback relating to this SSD should be provided in accordance with the procedures detailed in Appendices J1 to J3.

13 <sup>(12/12)</sup> The scheme is included in Appendix A of the Specification for Highway Works (SHW) as a mandatory requirement for suppliers contracted to the Highways Agency where the SHW is a contractual document. Separately the document may be called up in specific contracts as necessary.

# APPENDIX C: TRAINING AND HEALTH AND SAFETY FOR PERSONNEL WITH TRAFFIC MANAGEMENT RESPONSIBILITIES

## 1 Training & Assessment

### 1.1 General

Lantra administers the training and assessment programme for candidates on behalf of the SSAC. Details of Training Providers can be obtained from:

Lantra, Lantra House, Stoneleigh Park, Coventry, Warwickshire, CV8 2LG  
Tel: 02476 419703 Fax: 02476 411655  
Email: [sector.schemes@lantra-awards.co.uk](mailto:sector.schemes@lantra-awards.co.uk) [www.lantra-awards.co.uk](http://www.lantra-awards.co.uk)

### 1.2 Training

The Lantra Skills Registration Card carried by the candidate will be endorsed with the level of training qualification (see below).

The training and assessment has been divided into modules for different types of temporary traffic management as shown in the route map and tables overleaf. This will assist Organizations with the identification of personnel having suitable levels of competence to fulfil their job roles.

#### 1.2.1 Initial Training and Assessment

<sup>(01/12)</sup> Module 1 to Module 5 (M1 to M5) comprise successful completion of training courses T1 to T5 and the completion of on-site assessments as appropriate. The training element for each module will include a question paper. This will be taken at the end of the training session and marked as PASS or FAIL. Assessments can not commence without the successful completion of the appropriate training course.

Module 6 and Module 7 (M6 & M7) require successful completion of the training course and written examination.

NB. T6 requires a pre qualification of M1 and M2 as a minimum and M3, M4 or M5 as appropriate. There are no pre requisites for T7.

Summary of the training and assessments are shown in Table C1.

#### <sup>(01/12)</sup> 1.1.3 Refresher Training

Refresher training consists of training and knowledge test within the six months prior to the expiry of the module on the card and does not require on site assessment.

#### M6 operatives

<sup>(04/12)</sup> M6 takes precedence over the M1 and M2, modules. The M6 refresher training will include legislative updates for M1 and M2 therefore automatically refreshing these modules. M3 and M4 will not automatically be refreshed by M6 and the RLTMO will need to update the M3 and M4 modules by undertaking the individual refresher training in order to supervise these works.

#### <sup>(04/14)</sup> **IMPORTANT NOTE:**

**From 01 April 2014, due to changes in the Safety at Street Works and Road Works – A Code of Practice it is necessary to successfully complete the relevant (T1 to T7) revised (full) training course to demonstrate up to date knowledge of the new requirements. Refresher training will not be re-instated until 01 April 2019 when all individuals renewing their current skills cards will have received training in the new requirements.**

<sup>(01/12)</sup>Centres are required to check the individual's modules shown on the card prior to registration on the T6 training course so that only modules the individual is entitled to are re applied for and shown on the new card.

<sup>(01/12)</sup> 1.2.4 Moving Works Operative

Section 3 of this document provides the following definitions:

**Moving Works** Works with on-going movement such as grass cutting, hedge trimming, etc and will also include works that remain static for no more than 15 minutes e.g. gully emptying, street lighting, road marking, etc. (Where contractual requirement stipulate the use of mobile lane closures 12C requirements will apply.)

**Moving Works Operative (MWO)** A person successfully completing Module M1 of the training programme who may undertake mobile works operations. This achievement will be recorded with Lantra and a Skills Registration Card issued.

<sup>(01/12)</sup> 1.2.5 Registered Traffic Management Operative

Section 3 of this document provides the following definitions:

**Registered Traffic Management Operative (RTMO)** <sup>(01/12)</sup> An operative who will have successfully achieved Modules 1 & 2 as a minimum, and been issued with a Skills Registration Card by Lantra. Where relevant the person(s) shall be named in the Organization's Contract Specific Quality Plan.

<sup>(01/12)</sup> This provides a basic competency for static works traffic control (Modules 1 & 2) which includes single phase temporary traffic signals and stop/go boards. Additional Modules which extend the RTMOs competency are available for low speed dual carriageways; convoy working and multi phase temporary traffic signals. (Modules 3, 4 & 5 respectively.) The Skills Registration Card will indicate the competency level the operative has attained.

**NOTE: For Organizations who do not use temporary traffic signals, the assessment of those operative will not include Unit 7 of M2 (temporary traffic signals) of the logbook. This will be recorded on the operative's registration card as "12D RTMO (M1/M2) without Temporary Traffic Signals". This RTMO will not be able to extend their competencies until they have completed the basic training and assessment i.e. Unit 7 of M2.**

Candidates will have two years from the initial training courses to complete the units within the 12D logbook.

Additional scopes are shown on the Skills Registration Card in the following format:

12D (M3) Dual Carriageways up to 40mph  
12D (M4) Convoy Working Operative  
12D (M5) Multi Phase Traffic Signals

## 1.2.5 Registered Lead Traffic Management Operative <sup>(01/12)</sup>

Section 3 of this document provides the following definitions:

Registered Lead Traffic Management Operative (RLTMO)

<sup>(01/12)</sup>An operative who will have successfully completed Modules 1, 2 & 6 as a minimum, and been issued with a Skills Registration Card by Lantra.

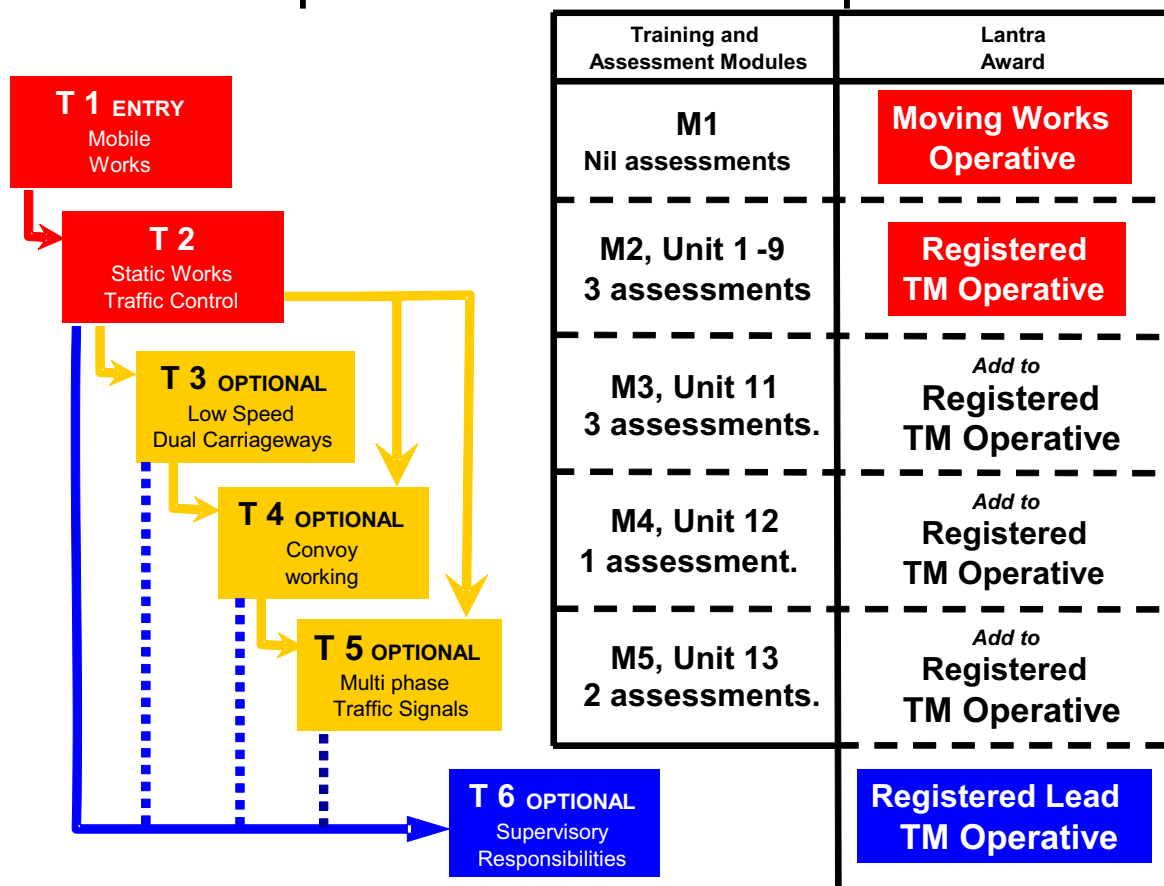
To supervise works for convoy working, multiphase traffic signals and dual carriageways the RLMTMO shall have successfully completed the appropriate modules and been issued with the relevant skills registration card. The Organization is responsible for the appointment of the RLMTMO. (See clause 6.2.2 (iv)). Where relevant this persons(s) shall be named in the Organizations Contract Specific Quality Plan.

This training and assessment provides a basic supervisory competency for static works traffic control (Modules 1, 2 & M6) which includes single phase temporary traffic signals and stop/go boards. This combination of modules allows an operative to become a RLTMO for basic statics works traffic control. Additional Modules which extend the RLTMOs competency are available for low speed dual carriageways; convoy working and multi phase temporary traffic signals. (Modules 3, 4 & 5 respectively.) The Skills Registration Card will indicate the competency level the operative has attained.

**NB RLTMO shall complete the full training and assessment programme for Modules 1 & 2 including Unit 7 of Module 2.**

See below for Table of Operative Route Map

# Operative Route Map



(04/12) 1.2.6 Managers and Client Officers (M7)

This course is designed for personnel who do not physically set out temporary traffic management but have temporary traffic management responsibilities i.e. Designers, Surveyors, Inspectors etc.

(04/12) From 1<sup>st</sup> April 2013 M7 is a mandatory requirement for Technical Officers and the Organizations TTM manager. It is also strongly recommended for all other managers with TTM responsibilities.

(04/14) TABLE C1 – SUMMARY OF TRAINING AND ASSESSMENT MODULES

MODULE/ TRAINING	TYPE OF ROAD WORKS	PURPOSE OF COURSE	TRAINING COURSE	SITE ASSESSMENT	(04/14) REFRESHER TRAINING
M1	Moving Works on Single Carriageways <b>NOT</b> requiring positive traffic control	For candidates requiring MWO status	M1 (0.5 Day) includes Test Paper Note other training may also be required e.g. equipment competency and environmental awareness	Nil	0.5 day Refresher Course including Test Paper <i>(see important note below)</i>
M2	Static works including the use of positive traffic control	For candidates requiring RTMO status	<u>Shall do M1 first</u> M2 (0.5 Day) includes Test Paper followed by One day Centre based assessment (Recorded in Log Book)	Units 1 to 9	0.5 day Refresher course including test paper <i>(see important note below)</i>
<b>NOTE: For organizations who do not use temporary traffic signals, the assessment of those operative will not include Unit 7 (temporary traffic signals) of the logbook.</b>					
M3	Dual carriageways restricted to 40 mph or less	Additional training for RTMO's (holding Modules 1 & 2)	M3 (1 Day) includes Test Paper Note1: Module 3 does not include Contraflow works 12A/B training required. Note 2: holders of 12A/B Skills registration Card who have completed module 1 and 2 are automatically qualified	Unit 11	0.5 day refresher Course including Test paper <i>(see important note below)</i>

<sup>(06/13)</sup> M4	Convoy Working on all categories of roads excluding motorways.	Additional training for RTMO's (holding Modules 1 & 2)	M4 (0.5 Day) includes Test Paper Note: For Convoy operations on high speed dual carriageways the Static TM shall be done by 12A/B qualified personnel	Unit 12*	0.5 day refresher course including Test Paper <b>(see important note below)</b>
M5	Multi-Phase Traffic Signals	Additional training for RTMO's (holding Modules 1 & 2)	M5 (one day) includes Test Paper and Centre based assessments	Unit 13 One Occasion	<sup>(04/12)</sup> One Day including Test Paper
M6	All categories of road and type of works covered by 12D.	For RTMO's who are required to become RLTMO's appropriate to their training.	M6 (two day) to include supervisory responsibility for the RLTMO appointment includes two tests, one written and one scenario based.	Nil	1 day refresher including test paper. M6 takes precedence over the M1 and M2, modules. The M6 refresher training will include legislative updates for M1 and M2 therefore automatically refreshing these modules. M3 and M4 will not automatically be refreshed by M6 and the RLTMO will need to update the M3 and M4 modules by undertaking the individual refresher training in order to supervise these works. <b>(see important note below)</b>
M7	All categories of road and type of works covered by 12D.	For Managers, Designers, technical Officers and others who do not erect TM but do have responsibility for it	<sup>(04/12)</sup> M7 (two day) covers content from Modules 1 – 6 in addition to Client/Principle Contractor Responsibilities. On completion a Skills Registration Card	Nil	1 Day including Test Paper <b>(see important note below)</b>

<sup>(04/12)</sup>The renewal of a skills registration card has to be made in the 6 months prior to the expiry date.

<sup>(04/12)</sup> Candidates who do not attend refresher training prior to their card expiring will be required to attend the full training course (theory & practical) appropriate to their role and successfully complete the training course before being issued with a new skills card. .

This window of opportunity is only available for 6 months from the expiry date of the existing skills card. During this 6 months window of opportunity the candidate is not deemed competent for the skill module which has expired until successful completion of the training element/s

Any cards more than 6 months out of date will require candidates to complete the full training and assessment criteria appropriate to their role.

<sup>(04/14)</sup> **IMPORTANT NOTE:**

**From 01 April 2014, due to changes in the Safety at Street Works and Road Works – A Code of Practice it is necessary to successfully complete the relevant (T1 to T7) revised (full) training course to demonstrate up to date knowledge of the new requirements. Refresher training will not be re-instated until 01 April 2019 when all individuals renewing their current skills cards will have received training in the new requirements.**



### 1.3 Test Results:

Pass mark for each test is 75%.

Candidates achieving 70-74% will be allowed to re-sit the test within a period of 2-12 weeks. Candidates achieving under 70% will be required to re-sit the course.

### 1.4 Assessments – Units of Competence

<sup>(12/09)</sup>On completion of the T1/T2 training course to achieve M2 the following assessments shall be completed in the 12D Logbook:

- UNIT 1** Site Inspection and completion of Risk Assessment form for site
- UNIT 2** Routine checks on plant and equipment.
- UNIT 3** Selection and loading of traffic management equipment
- UNIT 4** Access to site and conduct on site.
- UNIT 5** Place signs and cones.
- UNIT 6** Stop/Go and Priority Signs
- UNIT 7** Temporary Traffic Signals
- UNIT 8** Maintenance of site
- UNIT 9** Site Clearance

<sup>(12/09)</sup>**UNIT 10** Not used

**NOTE: For organizations who do not use temporary traffic signals, the assessment of those operative will not include Unit 7 (temporary traffic signals) of the logbook. This will be recorded on the operative's registration card as "12D RTMO (M1/M2) without Temporary Traffic Signals". This RTMO will not be able to extend their competencies until they have completed the basic training and assessment i.e. Unit 7 of M2.**

#### <sup>(12/09)</sup>Additional Optional Units

On completion of the training course the following assessments shall be recorded in the 12D Operative Logbook

- UNIT 11** Dual Carriageways (Module 3)
- UNIT 12** Convoy working (Module 4)
- UNIT 13** Multi-Phase Signals (Module 5)