

7 NOVEMBER 2006

GLASGOW AIRPORT RAIL LINK BILL (“THE BILL”)

STRATHCLYDE PARTNERSHIP FOR TRANSPORT (“THE PROMOTER”)

**POLICY PAPER ON THE PROMOTER’S
CODE OF CONSTRUCTION PRACTICE**

Introduction

1. This Policy Paper explains the Promoter’s policy regarding the Code of Construction Practice (“CoCP”) as a tool for mitigating environmental impacts during the construction of the Glasgow Airport Rail Link (“the Railway”) as proposed in the Bill. It replaces earlier Policy Papers on the same subject matter dated 10 May and 19 September 2006.
2. There is no statutory requirement for a CoCP. However, best practice has established codes of construction practice as a means by which contractors responsible for constructing major infrastructure railways are required to carry out the construction works in a way that seeks to minimise their environmental impact.

Code of Construction Practice (CoCP) for the Railway

3. The Promoter recognises the need to minimise the impact of the construction works on local residents, businesses and the general public in the vicinity of the construction works for the Railway. In accordance with this best practice the contractor who constructs the Railway (“the Contractor”) will therefore be obliged as part of the construction contract to comply with the CoCP.
4. The CoCP sets out a series of objectives and measures to protect the environment and limit disturbance to nearby residents and businesses from construction activities. The draft CoCP which has been prepared for the Railway (the previous published draft was prepared on 19 September 2006 but a revised draft of that has now been prepared which will be lodged with

the Scottish Parliament at the same time as this Policy Paper) includes the following topics:

1. General Liaison
2. Community Liaison
3. General Communication
4. Monitoring and Response
5. Network Rail
6. Consultees and Approvals
7. Arbitration
8. General Construction Practice Requirements
9. Environmental Clerk of Works
10. Construction Compounds
11. Hours of Working
12. Delivery Routes
13. Public and Private Highways
14. Noise
15. Vibration
16. Dust and Air Pollution
17. Handling and Disposal of Contaminated Material (Including Waste)
18. Protection of Surface and Groundwater Resources
19. Ecology and Biodiversity
20. Site Boundaries/Hoarding/Temporary Structures on the Public Highway
21. Archaeological Remains
22. Built Heritage
23. General Requirements for Construction Compounds
24. Training and Monitoring the Implementation of the CoCP
25. Site Specific Requirements- Glasgow Airport
26. Site Specific Requirements- Airport Fuel Farm
27. Site Specific Requirements- St James' Park
28. Site Specific Requirements- Murray Business Area
29. Site Specific Requirements- Main Railway Line
30. Site Specific Requirements- Central Station
31. Site Specific Requirements- Elderslie Loop
32. Schedule of Agreements and Approvals

33. Noise Intervention Policy
34. Vibration
35. Proposed Measures to Control Dust Emissions

Status of the CoCP

5. The CoCP is referred to in Section 2.4.2 of Volume 2 of the Environmental Statement (“ES”) lodged with the Scottish Parliament in connection with the Bill (and is also referred to in Section 3.4 of the Non-Technical Summary of the ES). The Promoter stresses that the current draft CoCP is still a draft document. Subsequent work will be undertaken that will affect the content of that draft, which is not yet reflected in it. This subsequent work concerns mitigation measures relating to individual properties/ parties as the Bill progresses through the Scottish Parliament and beyond towards construction of the Railway, assuming it receives Parliamentary approval.
6. A revised draft of the CoCP is being published now. However this is expected to be further updated as previously referred to (and also as referred to in the Preface to the CoCP itself). The mitigation measures identified in the drafts will reflect best practice, statutory and other regulatory requirements together with the relevant British Standards and codes of practice regulating on-site environmental and safety measures to mitigate the impacts of construction. In assessing the impact of the construction works the ES assumes that these measures, as required by the draft CoCP, will be undertaken. In relation to the construction works the CoCP is therefore an important element of environmental mitigation.
7. The CoCP will remain a draft during the Scottish Parliamentary process as it cannot finally be signed off until the Railway has been designed in detail. Only at that stage will the detailed design of the Railway (and all works required to construct it) be known. The necessary construction impact mitigation measures can then be finalised not only as regards general requirements but also in relation to construction methodology and site-specific issues. The general requirements, as refined as necessary, will form Part 4 of the CoCP with site-specific issues forming Part 5.

Enforcement of the CoCP by local and statutory authorities

8. The Promoter’s commitment to secure compliance with the CoCP is the same as it is in relation to all other environmental mitigation assumed in the ES. The public interest is still protected by Scottish, UK, and EU legislation in addition to the CoCP. As the Bill does not disapply national environmental legislation, Scottish Natural Heritage (SNH) and the Scottish Environment Protection Agency (SEPA) will have all their usual statutory powers relating to the monitoring and enforcement of aspects of the CoCP, e.g. environmental mitigation commitments made by the Promoter, though neither SNH nor SEPA have a formal remit covering every feature of the CoCP, but they would both be concerned with significant aspects of the

CoCP. The Contractor (who would actually construct the Railway) would also be subject to such statutory supervision and, in any case, compliance with the CoCP will not absolve the Contractor from compliance with current national legislation, codes and construction standards. The Promoter and the Contractor shall also be expected to comply fully with general guidance from the Health and Safety Executive and Her Majesty's Railways Inspectorate. However the Promoter would encourage the Contractor to seek to achieve higher and more stringent standards than those contained in the CoCP where reasonably practicable.

9. Glasgow City Council and Renfrewshire Council are also expected to monitor compliance with the CoCP; particularly their Planning and/or Environmental Health services. The Bill will provide for an Environmental Clerk of Works to be appointed by each Council for the duration of the Railway's construction phase. Such appointment would be paid for by the Promoter. The Council's Environmental Clerk of Works would monitor the Promoter's compliance with the provisions of the CoCP and other environmental mitigation requirements, as well as with the Promoter's Policy on Railway Noise and Vibration so far as relevant during the Railway's construction phase. The Promoter has also considered the best means of ensuring that each Council has the legal powers and authority to monitor the Contractor's compliance with the CoCP and to take enforcement action in the event of any breach occurring. The means by which Glasgow City Council and Renfrewshire Council will be given such powers and authority are as follows:-

9.1 Specific provision within the Bill to comply with CoCP

A requirement to comply with the CoCP will be a specific condition of the Bill, so that the Promoter (i.e. in practice the body responsible for constructing the Railway) must use "all reasonably practicable means" to ensure that the authorised works are carried out in accordance with the CoCP as may from time to time be amended or superseded. The Bill will also provide that the CoCP shall not be amended or superseded so as to reduce the standards of mitigation and protection contained in the version of the CoCP to be lodged with the Scottish Parliament at the same time as this Policy Paper. This all follows the same form as Section 46 of the Waverley Railway (Scotland) Act 2006 (which relates to enforcement of the code of construction practice for the Waverley Railway project).

9.2 Specific provision within the Bill to create deemed Planning condition

The Bill will make the planning permission conferred by the Town and Country Planning (General Permitted Development) (Scotland) Order 1992 subject to a deemed planning condition requiring the authorised undertaker to comply with the CoCP. In other words the requirement to comply with the CoCP would apply just as it would if the Railway were being constructed in accordance with a planning permission obtained in the usual way (and as if compliance with the

CoCP were a condition of that planning permission). This will allow each local authority to enforce compliance with the CoCP under their existing Planning powers as local Planning authority for their area. This follows the same form as Section 48 of the Waverley Railway (Scotland) Act 2006 (which relates to enforcement of the terms of the Waverley Railway project code of construction practice as deemed planning conditions).

9.3 Specific provision within the Bill to agree the finalised CoCP with Local Authorities (including Consultation with SNH and SEPA)

The Bill will set out the arrangements through which the final version (or any subsequent amendment or replacement version) of the CoCP will be agreed with Glasgow City Council and Renfrewshire Council, which will involve each Council formally consulting SNH and SEPA and taking account of any representations they make in this regard. These arrangements will follow the same form as those set out in Schedule 10 to the Waverley Railway (Scotland) Act 2006 (which relates to the arrangements for finalising the code of construction practice for the Waverley Railway project).

Contractual enforcement of the CoCP by the authorised undertaker

10. The Promoter intends that preparation of the final CoCP and compliance with it will be a condition of the construction contract for the works to construct the Railway. The Contractor will therefore be subject to contractual obligations regarding the CoCP which will be directly enforceable by the authorised undertaker as a matter of contract law. Proportionate contractual penalties would be applied for failures in compliance and contractual provisions applied regarding monitoring of compliance and rectifying breaches of the CoCP during construction. In extreme cases penalties could possibly include termination of the contract for the works to construct the Railway. However in the event of significant and/or continued breaches by the Contractor it is envisaged that the authorised undertaker would be able to step in to carry out remedial works at the Contractor's expense.

Further provisions regarding monitoring compliance with the CoCP

11. The latest version of the draft CoCP also states:

“2.4 Monitoring and Response

- 2.4.1 The Promoter will ensure that a system is introduced for the logging and recording of any complaints that will be collated and a copy made available to the Contractor and the relevant department of the Local Authority. Any complaints received will be acknowledged within **24 hours** during all hours when works, including deliveries, are taking place. The Contractor shall ensure that all complaints receive a written response outlining the action undertaken if any such action is deemed appropriate. The Contractor shall provide the

Promoter with a monthly report that details all complaints, who they were filed by and the actions taken. The monthly report will be available to members of the public should they wish to view it. ”

Community and Public Liaison

12. The latest version of the draft CoCP states:

“2.1 General

2.1.1 The general intent of the CoCP is to ensure that the impacts of Construction activities on the public and the environment are minimised where practical and that appropriate liaison is undertaken with affected parties and statutory bodies. It also sets out various standards of operation with an expectation that **all** Contractors will seek to exceed these standards.

2.2 Community

2.2.1 A liaison officer will be appointed by the Promoter and will be responsible for all public relations, information issues and press related matters and shall undertake the role of liaison with the relevant departments of the Local Authority, members of the public, the press and media.

2.2.2 In order to implement these measures the Promoter will facilitate the formation of Community Liaison Groups (CLG) and Business Liaison Groups (BLG) as appropriate. The purpose of the CLG and BLG will be to represent the views, concerns and comments of the larger community along the proposed route. They will provide ongoing consultation with the public on key issues associated with the route and provide a forum where regular updates will be provided to members regarding the progress of the project. Meetings between the CLG / BLG including Paisley North Community Council (PNCC) (as appropriate) and the Promoter and Contractor, will be held regularly throughout the pre-construction and construction period. These will be on at least a quarterly basis.

2.2.3 In addition to ensuring that the public, the CLG and the BLG are fully informed of the proposed programme of works (including working hours), the Promoter will ensure that procedures are established for notifying the public a minimum of **7 days** in advance of planned works. It should be noted the Promoter intends to discuss the proposed 7 day notification period and can alter this period if agreed by the CLG/BLG. It should also be noted that the agreed period of advanced notification will similarly apply to any alterations in the construction programme or working hours that have been agreed with the Contractor and the relevant departments of the Local Authority.

2.3 General Communication

2.3.1 The Promoter will ensure that a complaints procedure is put in place whereby members of the public can, if necessary, make direct contact by telephone using a “hot line” facility which will be answered by a person, not an answer phone, during all hours when works, including deliveries, are taking place. In addition, the Promoter will provide details of the named contacts to which all written complaints should be addressed. Furthermore, a dedicated email address to enable comments and/or complaints from the public to be communicated will also be provided.

2.3.2 The Contractor shall ensure that details of the relevant contacts within the Promoter’s organisation are readily available should they be requested by members of the public. Additionally the Contractor shall ensure that all site construction staff are easily identifiable to the public by use of identity cards or an equally effective system. Contractor’s staff will wear high visibility clothing and hard hats bearing the Contractor’s company logo. In addition, the Contractor shall nominate an individual to act as a point of contact for liaison with the Promoter, the relevant departments of the Local Authority and members of the public. A procedure shall be adopted in the event of an inspection by Planning Officers, Environmental Health Officers and representatives from other statutory bodies and shall be prepared by the Contractor and agreed with the Promoter.”

Notification of breaches

13. Nothing within the CoCP is intended to restrict members of the public from notifying alleged or actual breaches of the CoCP through existing channels e.g. to the following:
 - 13.1. Scottish Natural Heritage (SNH);
 - 13.2. The Scottish Environment Protection Agency (SEPA);
 - 13.3. The Councils’ Environmental Health or Planning Departments;
 - 13.4. The Health and Safety Executive;
 - 13.5. The Police;
 - 13.6. Councillors, MSPs or MPs.

14. However it is anticipated that the quickest, easiest and most effective method will be to make direct contact by telephone using a “hot line” facility or in writing or by email as set out in Paragraph 2.3.1 of the latest draft version of the CoCP (see paragraph 12 above).

Finalising the CoCP

15. To finalise the CoCP, the Contractor, once appointed to construct the Railway, would prepare the final draft CoCP. This would incorporate the current version of the CoCP plus subsequent updates and such adjustments as the Contractor may propose to reflect detailed design and site-specific issues identified by the Promoter and the Contractor. The final draft CoCP would be submitted to Glasgow City Council and Renfrewshire Council for approval (and they would, as part of such approval process, consult SNH and SEPA and take account of any representations they make in this regard) as referred to in paragraph 9.3 above.