

## **SCHEDULE 4: O&M WORKS REQUIREMENTS**

### **CONTENTS**

PART 1: OVERALL REQUIREMENTS

PART 2: ROUTINE MAINTENANCE

PART 3: HANDBACK

PART 4: DESIGN AND CONSTRUCTION CRITERIA

PART 5: SPECIFICATION

PART 6: CERTIFICATION

PART 7: REPORTS, INFORMATION AND RECORDS

PART 8: THIRD PARTIES

PART 9: LIAISON PROCEDURES

PART 10: NOT USED

PART 11: RESTRICTED SERVICES

**SCHEDULE 4: O&M WORKS REQUIREMENTS**

**PART 7 : REPORTS, INFORMATION AND RECORDS**

<b>CONTENTS</b>	<b>Page Number</b>
1. Reports.....	2
2. Records.....	5
3. Retention of Records and Reports.....	7
4. Accounts .....	10
5. Progress Meetings .....	10
<b>APPENDIX 1</b> .....	<b>11</b>

## 1. Reports

### 1.1. General

#### 1.1.1. Required Reports

The Company shall submit to the Scottish Ministers the reports specified in such number and at the times required by this Agreement.

When there is a conflict between the requirements of this Part 7 of these O&M Works Requirements and a requirement stated elsewhere in this Agreement, the latter shall take precedence.

#### 1.1.2. Form

Such reports shall be in such form as reasonably required by the Scottish Ministers, or where a report is required to be submitted periodically, in the same form as such report was previously submitted until otherwise required by the Scottish Ministers.

#### 1.1.3. Further Information

The Company shall at any time and from time to time at its own cost provide to the Scottish Ministers such further information with respect to the Operations or otherwise as the Scottish Ministers may reasonably require.

#### 1.1.4. Objections to Reports

- (i) If the Scottish Ministers consider that any report either has not been compiled in accordance with the provisions of this Agreement or has been based on erroneous information or data, then within 15 Business Days of receipt, the Scottish Ministers may serve a notice to that effect on the Company.
- (ii) If any such objection has not been resolved to the satisfaction of the Scottish Ministers within 14 days after the service of a notice as detailed in paragraph 1.1.4(i), then the Scottish Ministers may refer the matter to the Dispute Resolution Procedure.

#### 1.1.5. Revisions to Reports

- (i) If either the resolution (whether by agreement or determination under the Dispute Resolution Procedure) of any objection made pursuant to Part 10 of these O&M Works Requirements or the correction of any calculation pursuant to Schedule 6 requires any revision or adjustment to any report, then the Company shall as soon as practicable issue revised versions of each affected report and such revised report shall for the purposes of this Agreement take the place of the original report.

### 1.2. Weekly Reports

1.2.1. The Company shall issue to the Scottish Ministers 2 copies of a weekly report to arrive no later than 12.00 noon on the Thursday of each week during the Contract Period. The weekly report shall be in a format consented to in writing by the Scottish Ministers and shall include, but not be limited to, the following:

- (i) weekly programme of intent and notification of carriageway occupations for the following week as detailed on the Roadworks Information Form A shown in Appendix 1;
- (ii) details of all carriageway occupations actually occurring in the week preceding as detailed on the Roadworks Information Form B shown in Appendix 1;

- (iii) details of submitted planning applications under consideration and the current status.

### 1.3. Monthly Reports

1.3.1. Within five Business Days after the end of each calendar month which falls within the Contract Period, the Company shall provide to the Scottish Ministers two copies of a report (the "Monthly Report"), in a format to be approved by the Scottish Ministers containing the following information:

- (i) a review of all relevant aspects of the Operations (other than the New Works), including without limitation:
  - (a) all actual or potential departures from the O&M Works Requirements;
  - (b) From the issuing of the first Permit to Use, actual lane Unavailability during such month, including details of the length, day, start time and duration of the lane Unavailability. This information shall be provided for each day of lane Unavailability. Details of the interpolations to derive lane Unavailability charges from Schedule 6 shall also be provided;
  - (c) during the Restricted Services Period only, actual Lane Occupations during such month, including details of the length, day, start time, duration and purpose of the Lane Occupations highlighting any for which the Company is seeking confirmation by the Scottish Ministers of their classification as Agreed Lane Occupations or Exempt Lane Occupations. This information shall be provided for each day of Lane Occupations. Details of the interpolations to derive Lane Occupation charges in accordance with the requirements of Schedule 6 shall also be provided;
  - (d) all grounds for a substantial dispute which have occurred or may reasonably be foreseen as likely to occur;
  - (e) the proposed measures to be taken by the Company to overcome departures as referred to at (a) or to resolve grounds for a dispute as referred to at (d);
- (ii) any lane Unavailability or Lane Occupations, as appropriate, anticipated for the following month;
- (iii) a summary report on all accidents or incidents including closures for snow on the O&M Works Site during such month including all accidents on which a report has previously been made pursuant to Part 10 of these O&M Works Requirements;
- (iv) an account of the number and type of complaints and claims received from Users and others in respect of the O&M Works Site and the conduct of Operations;
- (v) the record of any hazard notices and observations resulting from inspections issued and details as per Section 1.8 of Part 2 of these O&M Works Requirements;
- (vi) the monthly trunk road incident support report described at Section 32 of Part 1 to these O&M Works Requirements;
- (vii) the monthly liaison report described in Section 3 to Part 9 of these O&M Works Requirements; and

- (viii) the monthly report described in paragraph 7.1.3 of Appendix J to Part 1 of the O&M Works Requirements.
- (ix) Any Restricted Services Failures in the relevant Payment Month
- (x) Any Service Shortfalls in the relevant Payment Month from the issuing of the relevant Permit to Use
- (xi) Any Lane Availability Failures in the relevant Payment Month.

#### 1.4. Annual Reports

1.4.1. As soon as reasonably practicable and in any event not later than 28 days following the end of each Payment Year, the Company shall provide to the Scottish Ministers five copies of a report (the "Annual Report") in respect of such Payment Year containing the following information:

- (i) a statement showing any adjustments to the Monthly Reports in accordance with paragraph 1.3;
- (ii) actual lane Unavailability during the Payment Year; and
- (iii) actual Service Shortfalls during the Payment Year.

During the Restricted Services Period only:

- (i) the total Lane Occupations for the Payment Year after adjustment for Agreed Lane Occupations or Exempt Lane Occupations confirmed by the Scottish Ministers;
- (ii) the total Agreed Lane Occupations or Exempt Lane Occupations confirmed by the Scottish Ministers for the Payment Year;
- (iii) actual Restricted Services Failures and Restricted Services Failure Deductions for the Payment Year; and
- (iv) actual Lane Availability Failures in the Payment Year.

1.4.2. As soon as reasonably practicable and in any event not later than 28 days following the end of each Payment Year the Company shall publish a report (distinct from the Annual Report) on the performance of the New Roads (the "Brief Annual Report") which shall include inter alia:

- (i) brief information covering the safety and environmental performance of the O&M Works Site in the previous Payment Year, including a description of any safety and environmental improvements carried out;
- (ii) statistics of personal injury accidents;
- (iii) the Company's own performance targets for the maintenance and operation of the O&M Works Site (response times for maintenance, availability of equipment, etc) and achievements against those targets during the previous Payment Year;
- (iv) information on planned lane Unavailability during the next 12 months;
- (v) names, telephone numbers and addresses of relevant persons employed by the Company;
- (vi) programme of detailed inspections for the next year;
- (vii) programme of road pavement surveys for the next year;
- (viii) a review of winter maintenance for the previous year and details of proposed improvements;

- (ix) the Annual Landscape Report, in the Contract Year immediately following the Establishment Period and thereafter;
  - (x) changes to the O&M Manual;
  - (xi) such other information as may reasonably be required by the Scottish Ministers; and
  - (xii) the .
- 1.4.3. The Company shall provide a copy of the Brief Annual Report:
- (i) on publication to the Scottish Ministers and to all Relevant Authorities; and
  - (ii) free of charge and promptly upon request to any interested party and Users.
- 1.4.4. The Scottish Ministers may incorporate all or any part of the Annual Report or the Brief Annual Report in any annual or other report published by them.
- 1.5. Accident Reports
- 1.5.1. Within 24 hours of any incident which involves a fatality the Company shall submit to the Scottish Ministers a report (an "Accident Report"). The Company shall thereafter promptly report to the Scottish Ministers any additional details of such accident or its causes which become known to it. The Accident Report shall contain the following information:
- (i) location (with plan);
  - (ii) brief description of circumstances including photographs;
  - (iii) casualties and vehicles involved;
  - (iv) potential road contributory factors (if any); and
  - (v) other relevant information i.e. weather, roadworks.

## **2. Records**

### **2.1. Required Records**

- 2.1.1. The Company shall produce, maintain and update all records required by this Agreement including without limitation those set out below.
- 2.1.2. The Scottish Ministers shall within 180 days after the Effective Date deliver up to the Company the existing records of the Scottish Ministers in respect of the O&M Works Site. The Company shall retain such records in safe storage at its own costs and such records shall thereafter be treated for all purposes as though they were records referred to in paragraph 2.1.1.

### **2.2. Audit**

- 2.2.1. The records referred to in paragraph 2.1 shall be kept in good order and in such form as to be capable of audit (including by electronic means) by the Scottish Ministers.

The Company shall make such records available for inspection (on receipt of reasonable notice) by the Scottish Ministers at all times during normal working hours on Business Days in accordance with Clause 74.

### **2.3. Copies**

- 2.3.1. The Company shall provide at its own cost a copy of any records requested by the Scottish Ministers at the place where the records are kept and within the

time period for delivery of the records required by the Scottish Ministers, including such records retained under paragraph 2.4.4.

#### 2.4. Retention of Records

2.4.1. All records referred to in paragraph 2.1 shall be retained for no less than the periods specified in paragraph 3 or, if no such period is specified, a period of 5 years after the year to which such records relate.

2.4.2. Where the period for the retention of any records has expired, then the Company shall notify the Scottish Ministers as to what it intends to do with such records.

If it intends to dispose of them or subsequently decides to dispose of them, the Company shall notify the Scottish Ministers, and if the Scottish Ministers shall within 40 days of such notice elect to receive those records or any part of them, the Company, at its own cost, shall deliver up such records (or, where those records are required by statute to remain with the Company, copies thereof) to the Scottish Ministers in the manner and at the location as the Scottish Ministers shall reasonably specify.

2.4.3. Upon the Expiry Date the Company shall at its own cost provide to the Scottish Ministers in the manner and at the location as the Scottish Ministers shall specify all such records as are referred to in paragraph 2.1 which were in existence at the Expiry Date (or, where those records are required by statute to remain with the Company, copies thereof) or such part of such records as the Scottish Ministers may by notice to the Company specify.

The Scottish Ministers shall make available to the Company all the records the Company delivers up pursuant to this paragraph 2.4.3 subject to reasonable notice.

2.4.4. The Company shall retain in safe storage for a period of not less than 5 years following the Expiry Date all such records as are referred to in paragraph 2.4.3 which the Scottish Ministers do not require to be delivered up to them.

The costs of retaining those records in safe storage shall be borne by the Company.

#### 2.5. Computer Records

2.5.1. To the extent that the records of the Company shall be created or maintained on a computer or other electronic storage device, then the Company shall meet with and adhere to the requirements of the Scottish Ministers for a procedure for back-up and off-site storage for copies of such records.

2.5.2. The Company shall maintain the records in a storage facility which shall ensure that all the records are maintained in a good condition without degradation for the specified retention periods.

**3. Retention of Records and Reports**

## 3.1. Records shall be retained as follows:

- 3.1.1. All records of operational aspects in the record keeping systems shall be retained indefinitely. They shall be systematically and periodically up-dated and filed so as to be readily retrievable.
- 3.1.2. Subject to the requirements of this Part 7 of these O&M Works Requirements, records which have been superseded but are still of historical, contractual or legal importance shall be retained and filed on microfilm or magnetic media for at least 10 years after being superseded.
- 3.1.3. Subject to the requirements of this Part 7 of these O&M Works Requirements, records which are obsolete and are of no historical, contractual or legal significance shall be retained and filed on microfilm or magnetic media and can be disposed of 5 years after becoming obsolete.
- 3.1.4. Superseded and obsolete plans and drawings shall be retained either on microfiche or digitally on disc or tape.
- 3.1.5. Texts of all documents shall be prepared and recorded using software systems and retained in hard form and on diskette or tape, with full back-up diskettes or tapes available in case of data corruption.
- 3.1.6. Periods of retention commence from the incident date unless specified otherwise.

## 3.2. The period for the retention of records relating to O&amp;M Works shall be as follows:

	<u>Item Description</u>	<u>Period</u>
(i)	Full records of all incidents which affect the operation and/or maintenance of the O&M Works Site.	15 years
(ii)	Records of third party claims.	5 years after settlement
(iii)	Details of all works of repair and/or replacement including photographs and other documentary records.	10 years
(iv)	Full set of as-built records.	Until Expiry Date or 2 years after redundancy of item.
(v)	Comprehensive database for the Routine Maintenance Management System.	Until Expiry Date or 6 years after obsolescence.
(vi)	Records of all drainage systems including layout records plans (Part 2 of the O&M Works Requirements).	Until Expiry Date
(vii)	Records of Defects identified by the safety and detailed inspections, safety patrols, or following other reports and complaints with the action taken.	10 years
(viii)	Full set of all reports including the annual landscaping maintenance action plans (Section 4 of Part 2 of Schedule 2).	10 years
(ix)	Copies of the O&M Manual, including its constituent plans (paragraph 3.11 of Part 1 of these O&M Works Requirements).	10 years
(x)	Records of all Winter Service Operations (Section 3 of Part 2 of the O&M Works Requirements).	5 years



	<u>Item Description</u>	<u>Period</u>
(xi)	Full set of maintenance assessment survey records for highway pavements (Section 4 of Part 2 of the O&M Works Requirements).	Until Expiry Date
(xii)	Current programmes and records relating to the Trunk Road Bridges Database including input sheets (Section 5 of Part 2 of the O&M Works Requirements).	Until Expiry Date
(xiii)	Superseded records relating to Trunk Road Bridge Database (Section 5 of Part 2 of the O&M Works Requirements).	3 years
(xiv)	Superseded software relating to the Trunk Road Bridges Database (Section 5 of Part 2 of the O&M Works Requirements).	Until Expiry Date
(xv)	Full records of principal inspections, general inspections, special inspections for Structures and any other information relating to or generated by these inspections including photographs where applicable and maintenance manuals (All certificates for Structures must be retained in the Structures record file) (Section 5 of Part 2 of the O&M Works Requirements).	Until Expiry Date
(xvi)	Full records of Lane Unavailability on the O&M Site (Section 7 of Part 2 of the O&M Works Requirements).	10 years
(xvii)	The monthly register relating to queries and complaints received concerning the Project.	3 years
(xviii)	Departures from Standard granted in respect to Table F of Chapter 8 to the Traffic Manual (Section 7 of Part 2 of the O&M Works Requirements).	3 years
(xix)	All information relating to the Handback requirements inter alia reports, and programmes.	Until issue of Handback Certificate
(xx)	Full set of land ownership boundary plans; limits of O&M Works.	Until Expiry Date
(xxi)	Records relating to the maintenance of electrical and electronic equipment (Section 6 of Part 2 of the O&M Works Requirements).	10 years
(xxii)	Weekly, Monthly, Annual and Accident Reports (Part 7 of the O&M Works Requirements).	Until Expiry Date
(xxiii)	General correspondence files.	15 years
(xxiv)	Orders relating to speed limits, waiting and clearway restrictions.	10 years after order recedes
(xxv)	Weather records.	5 years
(xxvi)	Information associated with the 1991 Act including inter alia designation, apparatus and notices.	10 years
(xxvii)	Safety Audits.	10 years
(xxviii)	CDM Health and Safety File.	Until Expiry Date
(xxix)	Information relating to Abnormal Indivisible Load routing (Part 1 of the O&M Works Requirements).	10 years

	<u>Item Description</u>	<u>Period</u>
(xxx)	Noise assessments (Part 1 of the O&M Works Requirements).	10 years after final 15 year assessment
(xxxi)	Full set of survey reports including ground, topographical, environment, traffic and CCTV.	10 years.
(xxxiii)	Register of fatal accidents.	Until Expiry Date

3.3. The period for retention of records relating to the Design of any O&M Works shall be as follows:

	<u>Item Description</u>	<u>Period</u>
(i)	Design manual containing all relevant Design assumptions, standards, codes of practice, Design loadings, Design parameters and product data sheets for all components and parts.	Until Expiry Date
(ii)	Full set of final Design calculations for all parts of the works including details of the influence on Design of actual construction methods, and any change or remedial works during construction.	Until Expiry Date
(iii)	Full set of construction drawings.	Until Expiry Date
(iv)	Full specification for construction plus detailed records of any and all revisions made thereto.	10 years
(v)	Full set of Design Certificates, Design Check Certificates, relevant Road Safety Audit Certificates and Variations.	Until Expiry Date
(vi)	All correspondence relating to the Design.	Until Expiry Date
(vii)	Full set of survey reports including ground, topographical, environment, traffic and CCTV.	10 years.

3.4. The period for retention of records relating to the construction of any O&M Works shall be as follows:

	<u>Item Description</u>	<u>Period</u>
(i)	Full set of progress photographs recording the construction of the works including all photographs recording important operations.	For 5 years after the issue of the relevant completion certificate
(ii)	Full set of construction site records relating to progress, testing of materials, monitoring of standards of workmanship, meteorological conditions, instructions issued and other site correspondence.	10 years
(iii)	Full set of as-built drawings and schedules incorporating all changes to the Design and all remedial works during construction, and all final as-built details and dimensions of the works.	Until Expiry Date
(iv)	Full set of records of temporary works loadings imposed on the works during construction.	5 years
(v)	Full list of suppliers of plant and materials, detailing which of their products have been used and their location in the works.	5 years

	<u>Item Description</u>	<u>Period</u>
(vi)	Full set of Construction Certificates, Road Safety Audit Certificates, Traffic Management Certificates, the Substantial Completion Certificate, Permits to Use and the Final Completion Certificate.	Until Expiry Date
(vii)	Geotechnical borehole reports obtained by the Company during the construction of the works.	10 years

#### **4. Accounts**

- 4.1. The Company shall provide to the Scottish Ministers as soon as they shall have been finalised but no later than 180 days after the end of each financial year a copy of the audited accounts of the Company and, if appropriate, consolidated accounts of the Company and its subsidiaries in respect of that period (prepared in accordance with the Companies Act 1985), together with copies of all related directors' and auditors' reports in accordance with Clause 74 of this Agreement.
- 4.2. If at any time after the provision to the Scottish Ministers of the documents referred to in paragraphs 1.2, 1.3 and 1.4 the Scottish Ministers notify the Company of any matter which gives concern and which arises in connection with anything in such documents, the Company shall instruct its auditors to prepare as soon as is reasonably practicable a report on that matter, giving such further information, amplification or explanation as is reasonable having regard to the contents of the Scottish Ministers' notification; and the Company shall provide the Scottish Ministers with a copy of that report within 7 days of the Company receiving it from its auditors.

#### **5. Progress Meetings**

- 5.1. The Company shall convene a meeting each month in an office local to the O&M Works Site with the Scottish Ministers on a date to be agreed in writing by the Scottish Ministers which shall in any case be no later than the 20<sup>th</sup> working day of each month to review the monthly report for that month and any other matters related to this Agreement.
- 5.2. The Company shall convene an annual meeting in an office local to the O&M Works Site with the Scottish Ministers on a date to be agreed in writing by the Scottish Ministers which shall in any case be no later than the last working day of May each year to review the annual report for the previous Annual Period and any other matters related to this Agreement.
- 5.3. The Company shall prepare draft minutes of the monthly and annual meetings and shall issue these to the Scottish Ministers for written consent within 5 days following each meeting. The Company shall amend the draft minutes to reflect any comments made in writing by the Scottish Ministers and shall issue the minutes to the Scottish Ministers within 5 days of receipt of any comments by the Scottish Ministers.

**Appendix 1**

**Roadworks Information Forms**



