



**TRANSPORT
SCOTLAND**

An agency of  **The Scottish Government**

M8 M73 M74 MOTORWAY IMPROVEMENTS

DBFO AGREEMENT

Schedule 2 - New Works Requirements

Part 6: Reports, Information and Records

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SCHEDULE 2 - NEW WORKS REQUIREMENTS
PART 6: REPORTS, INFORMATION AND RECORDS

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PART 6: REPORTS, INFORMATION AND RECORDS

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1. General

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 5 of these New Works Requirements and a requirement stated elsewhere in this Agreement, the latter shall take precedence.

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.

1.3. 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 relating to the Operations or otherwise as the Scottish Ministers may reasonably require.

1.4. Objections to Reports

1.4.1. If the Scottish Ministers considers 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 20 Business Days of receipt, the Scottish Ministers may serve a notice to that effect on the Company.

1.4.2. 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 1.4.1, then the Scottish Ministers may refer the matter to the Dispute Resolution Procedure.

1.5. Revisions to Reports

If either the resolution (whether by agreement or determination under the Dispute Resolution Procedure) of any objection made pursuant to paragraph 1.4.1 or the correction of any calculation pursuant to the measurement of traffic flows in relation to the provisions of 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.

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 in paragraphs 3 and 4 below.

2.1.2. The Scottish Ministers shall within 30 days after the Effective Date deliver up to the Company a copy of the existing records of Transport Scotland in respect of the Project Roads. The Company shall retain such records in safe storage at its own cost 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

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

The Company shall provide at its own cost a copy of any records reasonably requested by the Scottish Ministers at the place where the records are kept and within the time period for delivery of the records reasonably 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 termination of this Agreement, the Company shall at its own cost deliver up 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 Termination 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 termination of this Agreement 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.

- 2.5.1. 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. The period for retention of records relating to the Design of any New Works shall be as follows:

<u>Record</u>	<u>Retention Period</u>
3.1.1 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.
3.1.2 Full set of final Design calculations for all parts of the New Works including details of the influence on Design of actual construction methods, including any change or remedial works during construction.	Until Expiry Date.
3.1.2 Structures Design Statement and Structures Design Basis for each structure	Until Expiry Date.
3.1.3 Earthworks Design Statement for each earthworks element	Until Expiry Date.
3.1.4 Geotechnical Design Report	Until Expiry Date
3.1.5 Full set of construction drawings.	Until Expiry Date.
3.1.6 Full specification for construction including detailed records of any and all revisions made thereto.	10 years from Final Completion.
3.1.7 Full set of Design Certificates, Design Check Certificates, Design Interim Certificates, Design Check Interim Certificates, Construction Certificates, Consultation Certificates, relevant Road Safety Audit Certificates, Trunk Road Cycle Audits, Departures and Company Changes.	Until Expiry Date.
3.1.8 All correspondence relating to the Design.	Until Expiry Date.
3.1.9 Full set of survey reports including ground, topographical, environment, traffic and closed circuit television.	10 years from Final Completion.

3.2. The period for retention of records relating to the construction of any New Works shall be as follows:

<u>Record</u>	<u>Retention Period</u>
3.2.1 Full set of progress photographs recording the construction of the New Works including all photographs recording important operations.	5 years from Final Completion.
3.2.2 Full set of construction site records relating to progress, testing of materials, monitoring of standards of workmanship, meteorological conditions, instructions issued	10 years from Final Completion.

	and other site correspondence.	
3.2.3	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 New Works.	Until Expiry Date.
3.2.4	Full set of records of temporary New Works loadings imposed on the New Works during construction.	5 years from Final Completion.
3.2.5	Full list of suppliers of plant and materials, detailing which of their products have been used and their location in the New Works.	5 years from Final Completion.
3.2.6	Full set of Interim Construction Certificates, Final Construction Certificates, Final Defect Correction Certificates, Road Safety Audit Certificates, the Substantial Completion Certificates, and the Final Completion Certificate.	Until Expiry Date
3.2.7	Ground Investigation Report including any supplementary ground investigations carried out by the Company and other relevant additional information obtained during the construction of the New Works and the O&M Works	Until Expiry Date
3.2.8	Geotechnical Feedback Report including supplementary works carried out by the Company during the O&M Works.	Until Expiry Date

4. Design and Construction

4.1. Progress Reports

From the Date of this Agreement until Final Completion, the Company shall submit to the Scottish Ministers a copy of:

- 4.1.1. a monthly progress report (together with a copy of an abbreviated version thereof) covering all relevant aspects of the New Works including but not limited to:
- (i) all actual or potential changes to the programme to be provided in accordance with Appendix 1/13 to Part 3 of these New Works Requirements (including Scottish Ministers Changes and Company Changes and any other changes which are likely to impact upon the Full Services Commencement Date), and the proposed measures to be taken by the Company to overcome such changes;
 - (ii) any grounds for dispute which have occurred or which the Company reasonably believes are likely to occur, and the proposed measures taken by the Company to resolve such grounds for dispute;
 - (iii) all disputes which have occurred or which occur between the Company, the New Works Contractor, the Designer or the Design Checker which are material to the Design or construction and completion of the New Works and the proposed measures taken by the Company to resolve such grounds for disputes, but excluding any information that may be prejudicial to the commercial position of the Company or its associated companies;

- (iv) the date on which the Company expects to achieve the Permit to Use for each Phase of the New Works and Final Completion; and
- (v) such other reports as may be required to be produced by the Company so as to comply with the requirements of third parties excluding all internal Company reports.

4.2. As Constructed Records

4.2.1. Notwithstanding any other requirements of this Agreement the Company shall supply to the Scottish Ministers within 7 days from the date of issue of a Permit to Use for any Phase, the associated as constructed records as follows, but not limited to:

- (i) "As Built" Drawings as specified in the Health and Safety File within paragraph B of SD 11 Annex A of the MCHW;
- (ii) "As Built, Operational and Maintenance Records for Trunk Road Structures" in accordance with BD62 of the DMRB;
- (iii) for Design Elements, other than road Structures, one copy of each of the drawings specified in paragraph 4.2.1(i), including the landscape drawings, on A1 size paper clearly marked "As Built Drawing" in red;
- (iv) the requirements for road Structures drawings and photographs as referred to in BD62 of the DMRB;
- (v) a construction report identifying the actual types of materials and construction methods that were used throughout the New Works.

The construction report shall include, but shall not be limited to:

- (a) summarising the information obtained by the laboratory or field tests on the road materials employed in the New Works;
 - (b) commenting on the remedial and corrective actions taken;
 - (c) discussing points of interest or the use of "unusual" and "special" materials and methods of construction; and
 - (d) a statement setting out the problems and defects encountered during the construction of the New Works and how such problems were overcome and/or such defects rectified;
 - (e) record material compliance, other than that provided within paragraph 4.2.1(vi), such as certification, quality assurance, external testing and otherwise.
- (vi) A complete record of sampling and testing data for materials incorporated in the New Works in bound hard copy format.

Each of the individual records shall include, in addition to the sampling and testing data:

- (a) the date;
- (b) the supplier;
- (c) the source of material; and
- (d) a statement of compliance or otherwise with the Specification.

Such records shall be consistently referenced to either chainage or specific location(s) within the New Works.

- (vii) Traffic Scotland documentation including, but not limited to, the following information:
 - (a) as constructed drawings;
 - (b) equipment and system documentation;
 - (c) certification and test documentation;
 - (d) software documentation;
 - (e) maintenance and service manual;
 - (f) operational manual;
 - (g) system documentation;
 - (h) New Works Site records; and
 - (i) TR1100 documentation.
- (viii) as constructed physical survey results, including co-ordinates and drawings of all permanent fencelines, including Accommodation Works fencelines.

4.2.2. In addition to the requirements for hard copies of submitted information, drawings and text stated in this Section, four copies shall also be supplied in digital format on compact disc (CD Rom).

Digital copies of drawings shall be supplied in AutoCAD format using the latest version of AutoCAD current at the date of completion of the Health and Safety File.

Other digital information shall be supplied in Microsoft software or equivalent format as agreed by the Scottish Ministers.

4.2.3. One hard copy and one digital copy of the sections of the Health and Safety File relevant to local authority controlled roads shall also be supplied to each local road authority affected.

4.3. Four weeks after the issue of the Permit to Use for Phase 1 and Phase 2, the Company shall undertake a traffic survey(s) of all intersection(s), junction(s) and roundabout(s) to ensure that the intersection(s), junction(s) and roundabout(s) are operating in accordance with the Design.

The results of the survey(s) shall be made available to the Scottish Ministers within 2 weeks of the survey(s).

