

Aberdeen Western Peripheral Route / Balmedie - Tipperty

Competition for the Design, Build, Finance and Operation of the
Aberdeen Western Peripheral Route / Balmedie - Tipperty

Volume Five
Schedule 4: O&M Works Requirements
Part 7: Reports, Information and Records

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SCHEDULE 4: O&M WORKS REQUIREMENTS
PART 7: REPORTS, INFORMATION AND RECORDS

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1. Reports

1.1. General

1.1.1. Required Reports

The Company shall submit to the Contracting Authority 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 Contracting Authority, 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 Contracting Authority.

1.1.3. Further Information

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

1.1.4. Objections to Reports

- (i) If the Contracting Authority 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 Contracting Authority may serve a notice to that effect on the Company.
- (ii) If any such objection has not been resolved to the satisfaction of the Contracting Authority within 14 days after the service of a notice as detailed in paragraph 1.1.4(i), then the Contracting Authority 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 paragraph 1.1.4 (i) 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 Contracting Authority 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 Contracting Authority 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; and

- (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 Contracting Authority two copies of a report (the "Monthly Report"), in a format to be approved by the Contracting Authority, 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 Availability Failures during such month, including details of the length, day, start time and duration of the lane Availability Failure. This information shall be provided for each day of lane Availability Failure. Details of the interpolations to derive lane Availability Failure 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 Contracting Authority 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) any Restricted Services Failures in the relevant Payment Month;
 - (e) any Service Shortfalls in the relevant Payment Month from the issuing of the relevant Permit to Use;
 - (f) any Restricted Services Lane Availability Failures in the relevant Payment Month;
 - (g) all grounds for a substantial dispute which have occurred or may reasonably be foreseen as likely to occur; and
 - (h) 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 (g);
- (ii) any lane Availability Failure or Lane Occupation, 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.
- (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;
- (viii) the monthly report described in paragraph 7.1.3 of Appendix J to Part 1 of the O&M Works Requirements;

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 Contracting Authority 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 Availability Failure 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 Contracting Authority;
- (ii) the total Agreed Lane Occupations or Exempt Lane Occupations confirmed by the Contracting Authority for the Payment Year;
- (iii) actual Restricted Services Failures and Restricted Services Failure Deductions for the Payment Year; and
- (iv) actual Restricted Services 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 Availability Failures 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;

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- (ix) the Annual Landscape Report, in the Contract Year immediately following the Establishment Period and thereafter;
 - (x) changes to the O&M Manual; and
 - (xi) such other information as may reasonably be required by the Contracting Authority.
- 1.4.3. The Company shall provide a copy of the Brief Annual Report:
- (i) on publication to the Contracting Authority and to all Relevant Authorities; and
 - (ii) free of charge and promptly upon request to any interested party and Users.
- 1.4.4. The Contracting Authority and/or 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 Contracting Authority a report (an "Accident Report"). The Company shall thereafter promptly report to the Contracting Authority 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 Contracting Authority shall within 60 days after the Effective Date deliver up to the Company the existing records of the Contracting Authority 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
- 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 Contracting Authority. The Company shall make such records available for inspection (on receipt of reasonable notice) by the Contracting Authority 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 Contracting Authority at the place where the records are kept and within
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the time period for delivery of the records required by the Contracting Authority, 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 in accordance with Schedule 18 to the Project Agreement.
- 2.4.2. Where the period for the retention of any records has expired, then the Company shall notify the Contracting Authority as to what it intends to do with such records in accordance with Schedule 18 of the Project Agreement.
- 2.4.3. Upon the Expiry Date the Company shall at its own cost provide to the Contracting Authority in the manner and at the location as the Contracting Authority 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 Contracting Authority may by notice to the Company specify. The Contracting Authority 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 6 years following the Expiry Date all such records as are referred to in paragraph 2.4.3 which the Contracting Authority do not require to be delivered up to them. The costs of retaining those records in safe storage shall be as specified in Schedule 18 of the Project Agreement.

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 Contracting Authority 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. Not Used**4. Accounts**

- 4.1. The Company shall provide to the Contracting Authority 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 Contracting Authority of the documents referred to in paragraphs 1.2, 1.3 and 1.4 the Contracting Authority notifies 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 Contracting Authority's notification; and the Company shall provide the Contracting Authority 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 Contracting Authority on a date to be agreed in writing by the Contracting Authority which shall in any case be no later than the 20th 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 Contracting Authority on a date to be agreed in writing by the Contracting Authority 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 Contracting Authority 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 Contracting Authority and shall issue the minutes to the Contracting Authority within 5 days of receipt of any comments by the Contracting Authority.

Appendix 1 Roadworks Information Forms



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