

**Angus Council  
A92 Upgrading - Dundee to Arbroath**

**Schedule 2: New Works Requirements**

**Part 5: Reports, Information and Records**

<b>Contents</b>	<b>Page Nos</b>
1. General .....	2-5-2
2. Records .....	2-5-2
3. Progress Reports .....	2-5-4
4. As Constructed Requirements .....	2-5-4
5. Retention of Records and Reports.....	2-5-5

**Schedule 2: New Works Requirements****Part 5: Reports, Information and Records****1. General****1.1 Required Reports**

The Company shall submit to Angus Council the reports specified in such number and at the times required by the Agreement.

**1.2 Form**

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

**1.3 Further Information**

The Company shall at any time and from time to time at its own cost provide to Angus Council such further information relating to the New Works as Angus Council may reasonably require and which is in the Company's possession and/or control and/or in the possession and/or control of the Company's sub-contractors.

**1.4 Objections to Reports**

- a) If Angus Council considers, acting reasonably, 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 Working Days of receipt, Angus Council may serve a notice to that effect on the Company.
- b) If any such objection has not been resolved to the reasonable satisfaction of Angus Council within 10 Working Days after the service of a notice as detailed in paragraph 1.4 a) above, then Angus Council may refer the matter to the Disputes Resolution Procedure.

**1.5 Revisions to Reports**

If either the resolution (whether by agreement or determination under the Disputes Resolution Procedure) of any objection made pursuant to Paragraph 1.4 a) or the correction of any calculation pursuant to Schedule 7 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**

- a) The Company shall produce, maintain and update all records required by the Agreement including without limitation those set out in Paragraphs 3, 4 and 5 below.
- b) Angus Council shall within 130 Working Days after the Agreement Date deliver up to the Company the existing records of Angus Council 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 2.1a) above.

## 2.2 Audit

The records referred to in Paragraph 2.1 above shall be kept in good order and in such form as to be capable of audit (including by electronic means) by Angus Council. The Company shall on request from Angus Council, make such records available for inspection by Angus Council at all times during normal working hours on Working Days.

## 2.3 Copies

The Company shall provide at its own cost a copy of any records requested by Angus Council at the place where the records are kept and within such reasonable time period for delivery of the records required by Angus Council, including such records retained under Paragraph 2.4 d) below.

## 2.4 Retention of Records

- a) All records referred to in Paragraph 2.1 above shall be retained for no less than the periods specified in Paragraph 5 of this Part or, if no such period is specified, a period of 7 years after the end of the Agreement year to which such records relate.
- b) Where the period for the retention of any records has expired, then the Company shall notify Angus Council 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 Angus Council, and if Angus Council shall within 30 Working 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 Angus Council in the manner and at the location as Angus Council shall specify.
- c) Upon termination of this Agreement, the Company shall at its own cost deliver up to Angus Council in the manner and at the location as Angus Council shall specify all such records as are referred to in Paragraph 2.1 above 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 Angus Council may by notice to the Company specify. Angus Council shall make available to the Company all the records the Company delivers up pursuant to this Paragraph 2.4c), subject to reasonable notice.
- d) The Company shall retain in safe storage for a period of not less than 7 years following the termination of this Agreement all such records as are referred to in Paragraph 2.4 c) above which Angus Council does 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

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

### 3. Progress Reports

- 3.1 From the Agreement Date until the issue of the New Works Final Completion Certificate, the Company shall submit to Angus Council, a monthly progress report covering all relevant aspects of the New Works, including without limitation:
- a) all actual or potential departures from the New Works Programme (including Angus Council Changes and Company Changes);
  - b) any grounds for dispute which have occurred or which the Company reasonably believes are likely to occur;
  - c) the proposed measures to be taken by the Company to overcome such departures or to resolve such grounds for dispute;
  - e) A programme to New Works Final Completion.
  - f) Quality Management System report including Non Conformance Reports, Material Testing and other Quality Management System items as required by Angus Council.
  - g) Third Party and Public liaison/consultation.
  - h) Notification of any third party claims and incidents

### 4. As Constructed Requirements

#### 4.1 Health and Safety Files

- a) The Company shall provide to the Planning Supervisor the information required for inclusion in the Health and Safety files under the Construction (Design and Management) Regulations 1994 in the format required by, and agreed with, the Planning Supervisor, including as many copies of such information as may be required by the Planning Supervisor. All such information shall be provided within 6 months of New Works Final Completion.
- b) The information provided for inclusion in the Health and Safety files shall be as specified in SD11 of the Manual of Contract Documents for Highway Works (MCDHW 6.1.2) and BD62 of the Design Manual for Roads and Bridges (DMRB 3.2.1) with the following exceptions:
  - (i) The number of copies of drawings and the drawing sizes shall be as required by the Planning Supervisor.
  - (ii) As built information for structures shall take account of any requirements for a bridges database included in Schedule 4.
  - (iii) Microfiches are not required.

#### 4.2 Other 'As Constructed' Design Information

The Company shall prepare "As Constructed" versions of any design information which was certified as part of the New Works but is not required for the Health and Safety files.

### 4.3 Construction Report

The Company shall prepare a Construction Report identifying the actual types of materials and construction that were used throughout the Works. The Construction Report shall:

- a) Summarise the information obtained by the laboratory or field tests on the road materials employed in the New Works.
- b) Comment on the remedial and corrective actions taken.
- c) Discuss points of interest or the use of “unusual” and “special” materials and methods of construction.
- d) Contain a statement setting out the problems and defects encountered during the construction of the New Works and how they were overcome or rectified. For the purposes of this paragraph, a defect shall mean failure of any component in the New Works including, inter alia, deterioration in the road pavement including chip loss, unexpected movement of earthworks slopes, evidence of poor drainage and subsequent identification of the use of materials within the New Works that would not have met the requirements of the Specification.

## 5. Retention of Records and Reports

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

- |    |                                                                                                                                                                                                         |                                                                      |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| a) | Full set of final Design calculations for all parts of the New Works including details of the influence on Design of actual construction methods, and any change or remedial works during construction. | Until expiry of Project Period.                                      |
| b) | Full set of all design information provided for the Health and Safety files.                                                                                                                            | Until expiry of Project Period.                                      |
| c) | All “For Construction” design information certified as part of the New Works.                                                                                                                           | 5 years from the New Works Final Completion Date                     |
| d) | “As Constructed” information not included in the Health and Safety files.                                                                                                                               | Until expiry of Project Period                                       |
| e) | Full set of Design Certificates, Check Certificates, relevant Road Safety Audit Certificates, Cycle Audit Certificates and Change Notices.                                                              | Until expiry of Project Period.                                      |
| f) | All correspondence relating to the Design.                                                                                                                                                              | Until expiry of Project Period.                                      |
| g) | Full set of survey reports including ground, topographical, environment, traffic and closed circuit television.                                                                                         | 10 years from the date of the New Works Final Completion Certificate |

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

- |    |                                                                                                                                                                                                         |                                                                      |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| a) | Full set of all construction related information provided for the Health and Safety files.                                                                                                              | Until expiry of Project Period                                       |
| b) | Full set of progress photographs recording the construction of the Works including all photographs recording important operations.                                                                      | 5 years from the date of the New Works Final Completion Certificate  |
| c) | 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 from the date of the New Works Final Completion Certificate |
| d) | Full set of records of temporary new works loadings imposed on the New Works during construction, together with Temporary Works Certificates.                                                           | 5 years from the date of the New Works Final Completion Certificate  |
| e) | 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 the date of the New Works Final Completion Certificate  |
| f) | Full set of Construction Certificates, Road Safety Audit Certificates, the New Works Substantial Completion Certificate and the New Works Final Completion Certificate.                                 | Until expiry of Project Period.                                      |
| g) | Geotechnical borehole reports obtained by the Company during the construction of the Works.                                                                                                             | 10 years from the date of the New Works Final Completion Certificate |