

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

**Schedule 4: O&M Requirements**

**Part 7 : Reports, Information & Records**

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## **Schedule 4: O&M Requirements**

### **Part 7: Reports, Information and Records**

#### **1. Reports**

##### **1.1 General**

###### **a) Required Reports**

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

###### **b) Form**

The form of such reports shall be agreed by Angus Council, such agreement shall not be unreasonably withheld. Where a report is required to be submitted periodically, the form of such report shall be that form in which the report was previously submitted.

###### **c) Further Information**

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

###### **d) Objections to Reports**

(i) 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.

(ii) If any such objection has not been resolved to the reasonable satisfaction of Angus Council and the Company within 10 Working Days after the service of a notice as detailed in Paragraph 1.1 d) (i) of this Part, then Angus Council may refer the matter to the Disputes Resolution Procedure.

###### **e) Revisions to Reports**

If either the resolution (whether by agreement or determination under the Disputes Resolution Procedure) of any objection made pursuant to Paragraph 1.1 d) of this Part 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.

## 1.2 Monthly Reports

- a) Within five Working Days after the end of each month which falls within the Full Service Period, the Company shall provide to Angus Council two copies of a report (the "Monthly Report"), in a format to be agreed between the parties (both acting reasonably), containing the following information:
- (i) for each day of such month and for each hour during such day, the aggregate number of vehicles Measured at each Traffic Measurement Point, showing separately the number of vehicles in each direction with corresponding daily and monthly totals. Details of any adjustments to the information obtained from the Traffic Measuring Equipment, including the correction of defects, shall be provided in the report. If requested by Angus Council, this information shall also be provided for each lane;
  - (ii) for each day of such month and for each hour during such day, the aggregate number of vehicles Measured at each Classified Traffic Measurement Point, showing separately and for each direction the number of vehicles in each of the Heavy Vehicle categories and the Other Vehicle categories specified in Schedule 7 Part 2, the number of Heavy Vehicles and the number of Other Vehicles, and the total number of vehicles.
  - (iii) for each day of such month, the ratio of the aggregate number of vehicles measured at each Traffic Measurement Point, showing separately the number of vehicles in each direction with corresponding daily and monthly totals, to the equivalent information obtained from the Monthly Report of the preceding month. The ratio shall be shown to three decimal places;
  - (iv) for each day of such month, the ratio of the aggregate number of vehicles measured at each Traffic Measurement Point, showing separately and for each direction the number of Heavy Vehicles, the number of Other Vehicles and the total number of vehicles, to the equivalent information obtained from the Monthly Report of the preceding month. The ratio shall be shown to three decimal places;
  - (v) a review of all relevant aspects of the O & M Services (other than the Works), including without limitation:
    - all actual or potential departures from the O&M Requirements;
    - actual Unavailability Events during such month, including details of the length, day and duration of the Unavailability Events and the traffic flow. This information shall be provided for each day of Unavailability Events, indicating the Traffic Flow Period specified in Schedule 7 Part 1.
    - all grounds for a substantial dispute which have occurred or may reasonably be foreseen as likely to occur;
    - the proposed measures to be taken by the Company to overcome such departures or to resolve such grounds for a dispute;
  - (vi) any Unavailability Events anticipated for the following month;

- (vii) a summary report on all accidents or incidents on the Project Roads during such month including all accidents on which a report has previously been made pursuant to Paragraph 1.4 of this Part;
- (viii) the result of all Verifications conducted during such month and a report of all actions taken pursuant to Schedule 7 Part 2 as a consequence of such Verifications;
- (ix) an account of the number and type of complaints and claims received from Users and others in respect of the Project Roads and the conduct of Operations.

### 1.3 Annual Reports

- a) As soon as reasonably practicable and in any event not later than 20 Working Days following the end of each Payment Year, the Company shall provide to Angus Council twenty 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 1.2 of this Part;
  - (ii) a complete summary for each month of such Payment Year of the information required under Paragraph 1.2 a)(i) and (ii) of this Part (as so adjusted), with appropriate totals for the Payment Year;
  - (iii) actual Unavailability Events during the Payment Year.
- b) As soon as reasonably practicable and in any event not later than 20 Working Days following the end of the Payment Year the Company shall publish a report (distinct from the Annual Report) on the performance of the Project Roads (the "Brief Annual Report") which shall recognise the Company's accountability to the local communities which the Project Roads serve and provide relevant information to the public in the spirit of the Citizens Charter Initiative, including:
  - (i) brief information covering the safety and environmental performance of the Project Roads 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 Project Roads (response times for maintenance, availability of equipment, etc.) and achievements against those targets during the previous Payment Year;
  - (iv) information on planned Unavailability Events during the next 12 months;
  - (v) names, business telephones numbers and business 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) such other information as may reasonably be required by Angus Council.
- c) The Company shall provide twenty copies of the Brief Annual Report on publication to Angus Council and free of charge and promptly upon request to any Interested Party and Users.
- d) Angus Council may incorporate all or any part of the Annual Report or the Brief Annual Report in any annual or other report published by them.

#### 1.4 **Accident Reports**

- a) Within 24 hours of any incident which involves a fatality the Company shall submit to Angus Council an Accident Report. The Company shall thereafter promptly report to Angus Council 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 if possible);
  - (ii) brief description of circumstances;
  - (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 General

#### a) Required Records

- (i) The Company shall maintain and update all records required by the Agreement including without limitation those set out below.
- (ii) Angus Council shall have provided records in respect of the Project Roads to the Company in accordance with paragraph 2.1 of Part 5 of Schedule 2 (New Works Requirements). 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 2.1a) (i) of this Part.

#### b) Audit

The records referred to in Paragraph 2.1 a) of this Part 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.

#### c) Copies

The Company shall provide at its own cost a copy of any records reasonably requested by Angus Council at the place where the records are kept and such reasonable time period for delivery of the records reasonably required by Angus Council, including such records retained under Paragraph 2.1 d) of this Part.

#### d) Retention of Records

- (i) All records referred to in Paragraph 2.1 a) of this Part shall be retained for no less than the period specified in Paragraph 4 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.
- (ii) 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 reasonably specify.
- (iii) 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 a) of this Part 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 2.1d) (iii) of this Part subject to reasonable notice.

- iv) 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 2.1 d)(iii) of this Part 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.

e) **Computer Storage**

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.

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 specific retention periods.

### **3. As Constructed Requirements**

#### **3.1 Health and Safety Files**

- a) For all works carried out in accordance with Part 4 of this Schedule, 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 the date of the relevant O&M Construction Final Completion Certificate.
- 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 this Schedule.
  - iii) Microfiches are not required.

#### **3.2 Other “As Constructed” Design Information**

For all works carried out in accordance with Part 4 of this Schedule, the Company shall prepare “As Constructed” versions of any design information which was certified in accordance with Part 6 of this Schedule, but which is not required for the Health and Safety files.

#### 4. Retention of Records and Reports

##### 4.1 Records shall be retained as follows:

- a) All records of operational aspects of the record keeping systems shall be retained until the expiry of seven years from the Agreement Expiry Date. They shall be systematically and periodically up-dated and filed so as to be readily retrievable.
- b) Subject to the requirements of this Schedule, 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.
- c) Subject to the requirements of this Schedule, 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.
- d) Superseded and obsolete plans and drawings shall be retained either on microfiche or digitally on disc or tape.
- e) 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.

##### 4.2 The period for the retention of records relating to O&M Works shall be as follows:-

- |        |   |   |
|--------|---|---|
| (i)    | Full records of all incidents which affect the operation and/or maintenance of the Project Roads.   | 10 years  |
| (ii)   | Records of third party claims (Schedule 4: Part 2, Paragraph 1.14).   | 5 years after settlement                                      |
| (iii)  | Details of all works of repair and/or replacement including photographs and other documentary records.  | 10 years  |
| (iv)   | Records produced for the New Works.   | As stated in Schedule 2.                                      |
| (v)    | Comprehensive database for the Routine Maintenance Management System (Schedule 4: Part 2, Paragraph 2.2).   | Until expiry of Project Period or 6 years after obsolescence. |
| (vi)   | Records of Defects identified by the safety and detailed inspections, safety patrols, or following other reports and complaints with the action taken | 6 years after rectification                                   |
| (vii)  | Full set of all reports including the Landscape Action Plans (Schedule 4: Part 2, Paragraph 6.2)  | 10 years  |
| (viii) | Copies of the winter maintenance strategy (Schedule 4: Part 2,  | 10 years  |

Paragraph 3.3).

(ix)	Records of all winter maintenance activities (Schedule 4: Part 2, Paragraph 3.3).	3 years
(x)	Full set of maintenance assessment survey records for highway pavements (Schedule 4: Part 2, Paragraph 4).	Until expiry of Project Period
(xi)	Current programmes and records relating to the Bridges Database including input sheets (Schedule 4: Part 2, Paragraph 5.2).	Until expiry of Project Period
(xii)	Superseded records relating to the Bridges Database (Schedule 4: Part 2, Paragraph 5.2).	3 years
(xiii)	Superseded software relating to the Bridges Database (Schedule 4: Part 2, Paragraph 5.2).	Until expiry of Project Period
(xiv)	Full records of Principle 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) (Schedule 4: Part 2, Paragraph 5).	Until expiry of Project Period
(xv)	Full records of Lane Occupations on the Project Roads (Schedule 4: Part 2, Paragraph 7.3).	10 years
(xvi)	The monthly register relating to queries and complaints received concerning the Project Roads (Schedule 4: Part 2, Paragraph 7.7).	3 years
(xvii)	Departures from standard granted in respect to Table F of Chapter 8 to the Traffic Signs Manual (Schedule 4 : Part 2, Paragraph 7).	3 years.
(xviii)	All information relating to the handback inter alia reports, and programmes (Schedule 4 : Part 3).	Until issue of Handback Certificate
(xix)	Monthly and Annual Accident Reports (Schedule 4, Part 7, Paragraphs 1.2, 1.3 & 1.4).	Until expiry of the Project Period
(xx)	General correspondence files.	15 years
(xxi)	Orders relating to speed limits, waiting and clearway restrictions.	10 years after order recedes
(xxii)	Weather records.	5 years
(xxiii)	Information associated with the NRSWA including inter alia designation, apparatus and notices.	10 years

(xxiv)	Safety audits.	10 years
(xxv)	Information relating to Abnormal Load routing (Schedule 4, Part 2, Paragraph 1.7).	10 years
(xxvi)	Noise assessments (Schedule 4, Part 2, Paragraph 1.11).	10 years after final 15 year assessment
(xxvii)	Full set of survey reports including ground, topographical, environment, traffic and CCTV.	10 years
(xxviii)	Video tapes from verification surveys (Schedule 7).	Until expiry of Project Period

4.3 The period for retention of records relating to the Design of any O&M Construction shall be as follows:

(i)	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 of Project Period
(ii)	Full set of all design information provided for the Health and Safety files.	Until expiry of Project Period
(iii)	All "For Construction" design information certified for O&M Construction.	5 years from the date of the relevant O&M Construction Final Completion Certificate
(iv)	"As Constructed" information not included in the Health and Safety files.	Until expiry of Project Period
(v)	Full set of Design Certificates, Check Certificates, relevant Road Safety Audit Certificates, Cycle Audit Certificates and Change Notices.	Until expiry of Project Period
(vi)	All correspondence relating to the Design.	Until expiry of Project Period.
(vii)	Full set of survey reports, including ground, topographical, environment, traffic and CCTV.	10 years

4.4 The period for retention of records relating to any O&M Construction shall be as follows:-

(i)	Full set of all construction related information provided for the Health and Safety files.	Until expiry of Project Period
(ii)	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

		O&M Construction Final Completion Certificate
(iii)	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
(iv)	Full set of records of temporary works loadings imposed on the Works during construction, together with Temporary Works Certificates.	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
(vi)	Full set of Construction Certificates, Road Safety Audit Certificates, O&M Construction Substantial Completion Certificates and O&M Construction Final Completion Certificates.	Until expiry of Project Period
(vii)	Geotechnical borehole reports obtained by the Company during the construction of the Works.	10 years