

# **Scottish Trunk Road Network Management Contract**

## **Schedule 3 - Contract management**

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### **North East Unit**

This is Schedule 3 Contract Management referred to in the foregoing Agreement between Scottish Ministers and Amey OW Limited dated 28 April 2022 relative to the Scottish Trunk Road Management Contract for the North East Unit.

**Scottish Trunk Road Network Management Contract  
North East Unit**

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# Scottish Trunk Road Network Management Contract North East Unit

## 1 Introduction

### 1.1 Purpose of this schedule

- 1.1.1 In this Schedule 3 Contract Management, defined terms have capital initials and a glossary of defined terms applicable to the Contract are set out in Schedule 1 Conditions of Contract, Clause 1 General, 1.1 Definitions.
- 1.1.2 This Schedule 3 Contract Management includes the details on the resources, systems and management processes to be used by the Operating Company to execute and control the Core Operations and the Ordered Operations that may be instructed by the Director.
- 1.1.3 This Section 1 Introduction sets out the reporting and meeting requirements, the type of business relationship the Director expects to achieve when working with the Operating Company and Operational Partners under the Contract, the benefits to the communities affected by the Operations and the environmental and sustainability standards to be achieved.
- 1.1.4 Section 2 Key People sets out the Contract Personnel to be provided by the Operating Company, the functions they perform and the disclosure requirements they need to satisfy to be able to perform Operations under the Contract.
- 1.1.5 Section 3 Offices, Depots & Other Infrastructure sets out the location and requirements of the offices, facilities, quarries, Plant and materials and the ultra-low emission vehicles to be provided by the Operating Company and the items provided by the Scottish Ministers.
- 1.1.6 Section 4 Systems, Plans and Records sets out the Management Systems to be used by the Operating Company, the documentation the Operating Company shall develop, implement, maintain and the method in which the Records shall be stored, maintained and destroyed.
- 1.1.7 Section 5 Stakeholder and Customer Engagement sets out the Operating Company's obligations to engage and communicate with customers, introduce new service improvements across the business and manage Operations with the aim of improving customer experience for the road user.
- 1.1.8 Section 6 Disclosure of information sets out the disclosure of information requirements under the Contract.
- 1.1.9 Section 7 Control of Core & Ordered Operations describes the Operating Company's responsibilities and the role of the Director relating to programming, Bids, management of Core Operations and Ordered Operations, Damage (to Crown Property), New Rates, 9901 Activation and Contract close out.

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- 1.1.10 Section 8 Procurement & Management of Schemes set out the procedures to be followed by the Operating Company when procuring and managing Schemes.
- 1.1.11 Section 9 Measuring Performance sets out the Performance Indicators, Monitoring Indicators and Payment Adjustment Factors which will be used to monitor the performance of the Operating Company under the Contract.

### **1.2 Reporting and meetings**

- 1.2.1 The Operating Company shall attend any meetings at the Director's office or at such other locations as the Director shall require.
- 1.2.2 The Director may organise seminars and working groups related to improving the methods by which Operations are carried out. The Operating Company shall attend such seminars and working groups when instructed by the Director.
- 1.2.3 This Schedule 3 Contract Management, Section 1 Introduction, 1.2 Reporting & Meetings gives details of the reporting and submission requirements within this Contract and the obligation on the Operating Company to attend progress meetings.
- 1.2.4 The Operating Company shall prepare, submit and distribute the reports and submissions specified in Schedule 3 Contract Management, Appendix 1 Introduction Attachment 1.1 Reporting & Submissions – Defects & Inspections in accordance with the timescale stated.
- 1.2.5 The Operating Company shall use procedural forms included within the relevant Schedules of this Contract. Where no procedural form is specified, the Operating Company shall propose a form of report or submission to the Director for his consent. The Operating Company shall use the proposed form when consented to by the Director.
- 1.2.6 The Operating Company shall ensure that the reporting and submission information referred to in Schedule 3 Contract Management, Appendix 1 Introduction Attachment 1.2 Reporting & Submissions - Other is collected and is available to the Director and the Performance Audit Group at all times.  
  
The Operating Company shall ensure that the systems in which this information is stored are capable of providing the information in either a report or submission form, separate from the system in which it is held, within three (3) Working Days when requested by the Director or the Performance Audit Group.
- 1.2.7 The Director reserves the right, at his sole discretion, to change the contents of Appendix 1 Introduction, Attachment 1.1 Reporting & Submissions – Defects & Inspections and Appendix 1 Introduction, Attachment 1.2 Reporting & Submissions - Other during the Contract Period.

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- 1.2.8 Reporting and submission information requirements in the Manual of Contract Documents for Highway Works, Volume 1 - Specification for Highways Works and Schedule 5 Specification & Drawings are not listed in Appendix 1 Introduction, Attachment 1.1 Reporting & Submissions – Defects & Inspections and Appendix 1 Introduction, Attachment 1.2 Reporting & Submissions - Other. The Operating Company shall comply with all such requirements as relevant and in the format indicated in such requirements.
- 1.2.9 The Operating Company shall produce an Annual Report describing the overall performance of the Operating Company during the previous Annual Period. This Annual Report is in addition to any other reports and submissions which are required on an annual basis in accordance with this Contract.
- This Annual Report shall be submitted to the Director no later than 31 May following the end of the preceding Annual Period.
- 1.2.10 The Annual Report shall be a summary of the performance of the Operating Company and shall:
- (a) Quantify actual performance against the Performance Indicators and Monitoring Indicators stated in Schedule 3 Contract Management, Section 9 Measuring Performance,
  - (b) Detail the Payment Adjustment Factors applied as detailed in Schedule 3 Contract Management, Section 9 Measuring Performance,
  - (c) Comment on performance trends throughout the Annual Period including areas of strength and weakness, and
  - (d) Describe mitigating actions to improve performance.
- 1.2.11 The Operating Company shall submit its proposals for the format of the Annual Report to the Director not later than one hundred (100) Working Days before the end of the first Annual Period. The Director shall either accept the Operating Company's proposals for the format of the Annual Report within thirty (30) Working Days of receipt or he will notify the Operating Company, in writing, detailing the aspects of the proposals that are not acceptable.
- 1.2.12 If the Director does not accept the Operating Company's proposals for the format of the Annual Report, the Operating Company shall submit revised proposals as required by the Director within thirty (30) Working Days of being notified.
- 1.2.13 If the Director neither accepts nor advises the Operating Company that the proposals are unacceptable within forty (40) Working Days of the date of submission, the Operating Company may adopt the proposed format after notifying the Director accordingly.

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1.2.14 The Annual Report shall be used to inform the annual meeting between the Operating Company and the Director as referred to in this Schedule 3 Contract Management, Section 1 Introduction, 1.2 Reporting & Meetings.

1.2.15 The Operating Company shall attend a meeting every month with the Director at the Director's office, or at such other location as the Director may require, to review the monthly reports and submissions for that month. The purpose of this meeting is primarily to discuss contract management issues and any performance issues in relation to the Performance Indicators and Monitoring Indicators for that month. The date for such meetings shall be notified to the Operating Company no later than thirty (30) days prior to the Commencement of Service Date by the Director in writing.

1.2.16 The Operating Company shall attend an annual meeting with the Director at the Director's office, or at such other location as the Director may require, on a date to be notified in writing by the Director. The annual meeting shall be held no later than the last Working Day of June.

The annual meeting shall be held primarily to review the Operating Company's Annual Report for the previous Annual Period. The Operating Company shall propose a meeting agenda for the Director's prior consent which shall include proposed changes to improve service delivery and value for money for the following Annual Period and any other matters relating to performance or innovation which are not covered within the Annual Report. The Operating Company shall:

- (a) Prepare draft minutes detailing the discussions held at the monthly and annual meetings,
- (b) Issue these draft minutes for the Director's consent no later than five (5) Working Days after each meeting,
- (c) Amend the draft minutes to reflect any comments relating to the minutes made in writing by the Director, and
- (d) Issue the final minutes to the Director, with a copy to the Performance Audit Group, within five (5) Working Days of receipt of any comments made by the Director.

### **1.3 Collaboration and Partnering**

1.3.1 The Operating Company shall assist the Director to identify collaboration opportunities with other public sector organisations within the regions covered by the Unit. Other public sector organisations may include other Scottish and United Kingdom Government departments, local authorities and Operational Partners.



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1.3.2 In assisting the Director, the Operating Company shall identify:

- (a) Opportunities for improving the efficiency and effectiveness of service delivery,
- (b) Opportunities for developing and implementing arrangements for Mutual Aid, and
- (c) Opportunities for sharing best practice, innovation, skills and experience to support collaborative working between the Operating Company and other public and private sector organisations.

1.3.3 No later than one month following the identification of a potential collaborative opportunity, the Operating Company shall provide a report to the Director that:

- (a) Describes the collaborative opportunity,
- (b) Details the potential benefits to all Parties involved, and
- (c) Identifies any additional costs associated with developing and delivering the collaborative opportunity.

The Director will consider the report and confirm to the Operating Company if the collaborative opportunity shall be pursued.

1.3.4 The Operating Company shall establish a Trunk Road collaboration forum within the region covered by the Unit no later than six (6) months after the Commencement of Service Date. The Trunk Road collaboration forum shall comprise the Director, the Operating Company, the Performance Audit Group and other public sector organisations consented to by the Director. The Trunk Road collaboration forum may, at the discretion of the Director, include other companies.

1.3.5 The Operating Company shall assist the Director in co-ordinating and sharing opportunities for efficiency savings and service improvements with other Trunk Road collaboration forums in other Units.

1.3.6 The Operating Company shall assist the Director by attending and promoting collaborative opportunities at other collaboration forums within or outwith the Unit.

1.3.7 In accordance with the requirements of Schedule 5 Specification, 071AR Creation, Maintenance and Submission of Documents and other Media, the Operating Company shall record details of all collaborative opportunities and provide a quarterly report to the Director detailing:

- (a) The collaborative opportunities identified,
- (b) The potential benefits of each collaborative opportunity for all Parties involved,

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- (c) The collaborative opportunities pursued,
- (d) The service improvements delivered by each collaborative opportunity entered into, and
- (e) The efficiency savings achieved by each collaborative opportunity entered into.

1.3.8 This Schedule 3 Contract Management, Section 1 Introduction, 1.3 Collaboration & Partnering details the requirements for the development and establishment of partnering arrangements between the Director and the Operating Company. The purpose of such arrangements is to:

- (a) Provide the leadership and direction required to establish an integrated team and successful delivery partnership,
- (b) Provide a framework to deliver innovation and flexibility,
- (c) Develop a performance based culture focussed on delivery of the requirements of this Contract, and
- (d) Demonstrate that such arrangements are delivering these objectives, the requirements of this Contract and value for money in all Operations performed by the Operating Company.

1.3.9 No later than thirty (30) days after the Commencement of Service Date, the Director and the Operating Company shall establish a "Partnering Leadership Board". The Partnering Leadership Board means a group consisting of a minimum of four (4) senior management representatives, two representing the Director's organisation and two representing the Operating Company, who are responsible for implementing the partnering requirements stated in this Section and for developing an integrated team focussed on the objectives set out in Schedule 3 Contract Management, Section 1 Introduction, 1.3 Collaboration & Partnering, 1.3.8.

1.3.10 The Director will appoint one of the representatives to act as the chairman of the Partnering Leadership Board. At the Director's discretion, the Performance Audit Group may be invited to attend any meetings of the Partnering Leadership Board.

1.3.11 The Partnering Leadership Board shall meet at quarterly intervals at a time and location to be determined by the Partnering Leadership Board and all decisions made by the Partnering Leadership Board shall be made through consensus.

1.3.12 No later than thirty (30) days after the start of the first Annual Period and each subsequent Annual Period, the Partnering Leadership Board shall develop, agree and publish an Annual Business Plan for the Unit. When developing the Annual Business Plan for the Unit, the

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Partnering Leadership Board shall consider the Director's corporate documents. The Annual Business Plan for the Unit shall set out how the integrated team will deliver the objectives set out in Schedule 3 Contract Management, Section 1 Introduction, 1.3 Collaboration & Partnering, 1.3.8.

1.3.13 During the quarterly meetings, the Partnering Leadership Board shall:

- (a) Review progress of the delivery of the Annual Business Plan for the Unit and agree any actions required to ensure delivery, and
- (b) Review the performance of the integrated team and agree any corrective actions required to meet these targets.

### 1.4 Community benefits

- 1.4.1 This Schedule 3 Contract Management, Section 1 Introduction, 1.4 Community benefits, details the Operating Company's obligations for implementing community benefits that support Transport Scotland in delivering the objectives stated in the Scottish Government's Scotland's Transport Future (2004), Transport Scotland's Corporate Plan 2020- 2021, Procurement Reform (Scotland) Act 2014 and The Public Procurement etc. (Scotland) (Amendment) (EU Exit) Regulations 2019, Government Economic Strategy 2007) and the UK Government's policies at [www.dwp.gov.uk/policy/welfare-reform/get-britain-working](http://www.dwp.gov.uk/policy/welfare-reform/get-britain-working).
- 1.4.2 No later than thirty (30) days prior to the Commencement of Service Date, the Operating Company shall provide to the Director its Training and Employment Plan. This Plan shall, as a minimum, contain details of the Operating Company's approach to training and employing its staff.
- 1.4.3 From the Commencement of Service Date, the Operating Company shall provide a quarterly report to the Director demonstrating its compliance with the requirements of this Schedule 3 Contract Management, Section 1 Introduction, 1.4 Community benefits.
- 1.4.4 In addition to its usual methods of advertising vacancies, the Operating Company shall advertise all jobs through Jobcentre Plus and local employability partnerships within the Unit.
- 1.4.5 The Operating Company shall, as a minimum, ensure that two new recruits are engaged each Annual Period who are New Entrants. All New Entrants shall have either a pre-apprenticeship, apprenticeship, trainee or employment contract with the Operating Company.
- 1.4.6 During each Annual Period the Operating Company shall, as a minimum:

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- (a) Ensure that either two (2) members of existing staff or two new recruits are trained in a relevant qualification to Scottish Vocational Qualifications Level 2 or equivalent,
- (b) Ensure that either one (1) member of existing staff or one (1) new recruit is undertaking relevant professional training,
- (c) Provide three (3) work experience placements related to this Contract in accordance with the requirements of the work experience element of the UK Government's policies as detailed in Schedule 3 Contract Management, Section 1 Introduction, 1.4 Community benefits, 1.4.1. All costs incurred by each person undertaking a work experience placement shall be paid by the Operating Company, and
- (d) Two (2) work experience placements for undergraduates studying an engineering discipline.

1.4.7 The Operating Company is required to provide the Director a detailed Employment Skills Plan method statement setting out how he intends to implement the employment and training requirements of the Employer and to deliver the Employment Skills Plan. The Employment Skills Plan method statement should clearly set out the proposed approach for delivery of the following minimum requirements:

- (a) Details of the person(s) in the organisation who will be responsible for managing the training scheme and overseeing the proposals,
- (b) Details of the education and training providers who will be involved with the delivery of the Employment Skills Plan,
- (c) Details of the type of accredited and non-accredited training expected to be offered and who are expected to be the main beneficiaries of this training,
- (d) Details of the trades or occupational area is it envisaged will be offering apprenticeship opportunities,
- (e) Details of the types of apprenticeship expected to be offered (i.e. Traditional, programme, advanced etc.),
- (f) Details of how the target outputs as sets out in the Employment Skills Plan will be managed,
- (g) Details of how health and safety training will be managed,

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- (h) Details of the actions that will be taken to ensure the support of sub-contractors working on the Contract, and
- (i) Details of how compliance will be managed and monitored with respect to the organising subcontractors, where appropriate.

- 1.4.8 The Operating Company shall provide the Director with a quarterly report on the compliance and implementation of the Employment Skills Plan and Employment Skills Plan method statement in accordance with Schedule 3 Contract Management, Appendix 1 Introduction, Attachment 1.4 Employment Skills Plan.
- 1.4.9 The Operating Company shall ensure that all Contracts, sub-contractors and suppliers which the Operating Company intends to procure following the Commencement Date, and which the Operating Company had not, before the date of this Contract, already planned to award to a particular sub-contractor or supplier, are advertised through the Public Contracts Scotland portal or another medium as advised by the Director and awarded following a fair, open, transparent and competitive process proportionate to the nature and value of the Contract.
- 1.4.10 The Operating Company shall support the Scottish Government's commitment to ensuring that small and medium sized enterprises have fair access to public sector contracts in Scotland as specified in the Scottish Government's economic recovery programme. Where a suitable business exists, the Operating Company shall invite supported businesses and social enterprises to tender for opportunities related to the execution of this Contract.
- 1.4.11 The Operating Company shall be resourced to meet the extensive level of communication and community involvement that is required in relation to the Unit.
- 1.4.12 The Operating Company shall engage proactively with the communities adjacent to the Trunk Road network within the Unit and community groups within the region of the Unit. The Operating Company's Management System shall contain details of the processes and procedures connected with this activity.
- 1.4.13 During each Annual Period, the Operating Company shall identify and implement at least one (1) opportunity for developing young people within the Unit in accordance with the Scottish Government's Creating Opportunities Together document. Such opportunities shall be in addition to the other requirements stated in this Schedule 3 Contract Management, Section 1 Introduction, 1.4 Community enefits, and support two (2) work clubs within the Unit or adjacent to the Unit, in accordance with the UK Government's policies as detailed in Schedule 3 Contract Management, Section 1 Introduction, 1.4 Community benefits, 1.4.1.

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- 1.4.14 In each Annual Period, the Operating Company shall be required to undertake a programme of sponsorship of high schools within or adjacent to the Unit.
- 1.4.15 In each Annual Period, the Operating Company shall undertake a minimum of four (4) visits to primary and secondary schools within or adjacent to the Unit to make presentations regarding its role and work. Such presentations shall be tailored to the needs of the age groups within the schools selected.
- 1.4.16 The Operating Company shall consider requests for public speaking engagements, from engineering institutions, business groups and similar organisations. The Operating Company shall consider and accept such requests on merit where it deems that the opportunity will promote greater understanding of its role and work on the Unit.
- 1.4.17 In each Annual Period, the Operating Company shall provide a suitable member (or members) of staff for periods not exceeding twenty (20) Working Days in total to provide industry related lectures and mentoring in response to requests from further education establishments in addition to the requests detailed in Schedule 3 Contract Management, Section 1 Introduction, 1.4 Community Benefits, 1.4.14. When the limit of twenty (20) Working Days has been reached, any further requests shall be referred to the Director. Subject to an Order, the Operating Company shall undertake such further requests.
- 1.4.18 The Operating Company shall nominate local charities which it wishes to support through proactive charity fund raising; such nominations and fund raising activities shall require the Director's consent prior to implementation. The proposals shall include justification for the charity or charities selected, the type of activities envisaged and the target level of funds to be raised. The Operating Company shall undertake such activities on a minimum of two (2) occasions in each Annual Period.
- 1.4.19 With effect from the Commencement of Service Date, the Operating Company shall undertake larger scale charity fundraising activities at a corporate level at least once (1) in every two (2) year period. The Operating Company's proposals for such activities shall require the Director's consent prior to implementation. The proposals shall include justification for the charity or charities selected, the type of activities envisaged and the target level of funds to be raised.
- 1.4.20 When major Works affecting the local community are planned, a programme of dialogue and feedback and consultation events with interested Parties shall be established by the Operating Company in accordance with its Unit Specific Communication Plan required in Schedule 3 Contract Management, Section 6 Disclosure of Information.

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1.4.21 The Operating Company shall obtain the consent of the Director in relation to any proposed community benefit initiatives and shall not implement any proposed initiatives without the consent of the Director.

### **1.5 Environmental sustainability and waste**

1.5.1 The Operating Company shall follow the principles of the Scottish Government's and Transport Scotland's requirements for sustainable development as set out in this Section 3 Contract Management, Section 1 Introduction, 1.5 Environmental Sustainability & Waste.

1.5.2 When undertaking any Operations, the Operating Company shall ensure all of its activities support and contribute towards the Scottish Ministers' objectives and Scotland's transition to a low carbon economy.

1.5.3 The Operating Company shall include documented procedures in the Operating Company's Management System to enable it to achieve the requirements of this Section 3 Contract Management, Section 1 Introduction, 1.5 Environmental Sustainability & Waste through planning and executing all Operations associated with the management and maintenance of the Unit, including as a minimum:

- (a) The work of contractors, sub-contractors and suppliers of any tier,
- (b) The collection and reporting of data required by this Schedule 3 Contract Management, Section 1 Introduction, 1.5 Environmental Sustainability & Waste, and
- (c) Certification and compliance with Legislation including licences, environmental permits, exemptions, waste transfer notes and consignment notes to meet the requirements of this Contract.

1.5.4 The Operating Company shall supply and record all data required to meet the requirements for carbon reporting, carbon management and carbon accounting as detailed in the Carbon Management System. The relevant components of the Carbon Management System are:

- (a) Carbon Management System Annual Account data template,
- (b) TS projects carbon tool (Data templates for contractors are incorporated within the tool), and
- (c) Annual Sustainability Report.

1.5.5 The Director will provide the Operating Company with the relevant components of the Carbon Management System listed in Section 3 Contract Management, Section 1 Introduction, 1.5 Environmental Sustainability & Waste, 1.5.4. The Director will notify the

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Operating Company of any subsequent changes made to the scope of the Carbon Management System and the Operating Company shall implement the changes.

- 1.5.6 The Operating Company shall comply with the requirements of the Carbon Management System in accordance with the guidance contained within the system as amended by the Director from time to time.
- 1.5.7 For all Works Contracts with an Estimated Bid Value greater than £100,000, the Operating Company shall provide a report to the Director on the feasibility of sourcing at least 20% of the materials required for the Scheme from recycled, secondary or re-used sources. When required by the Director, the Operating Company shall include a requirement for such material sourcing within the Works Contract.
- 1.5.8 The Operating Company shall make an application for an award under the Civil Engineering Environment Quality Assessment and Award Scheme Term Contracts Version and achieve interim verifications in accordance with the timescales set out in this Schedule 3 Contract Management, Section 1 Introduction, 1.5 Environmental Sustainability & Waste.
- Once awarded an interim verification, the Operating Company shall achieve a final verification during the last Annual Period.
- 1.5.9 The Operating Company shall obtain the consent of the Director in relation to any application for award and or accreditation and shall not implement any proposed application for award of accreditation without the consent of the Director.
- 1.5.10 The Operating Company shall prepare and keep Records for submission in accordance with the requirements of Schedule 5 Specification & Drawings, 071AR Creation, Maintenance and Submission of Documents and Other Media to the Director of:
- (a) Evidence of the levels of materials sourced for Works Contracts with an Estimated Bid Value greater than £100,000 that have been obtained from recycled or secondary sources for all Schemes where this requirement has been required by the Director,
  - (b) Implementation of the carbon reporting, management and accounting detailed in the Carbon Management System and Annual Sustainability Report,
  - (c) Site Waste Management Plans as required in Schedule 2 Scope, Section 8 Design, Construction & Certification of Operations, 8.2 Investigations and Design.
  - (d) The Civil Engineering Environment Quality Assessment and Award Scheme Term Contracts Version,



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- (e) The total amount of material resources consumed in undertaking its Operations and separately in Works Contracts measured in tonnes per £100,000 of construction value,
- (f) The proportion of total material resources consumed in Operations and separately in Works Contracts that are sourced from recycled, secondary or re-used sources,
- (g) The proportion of total material resources consumed in Operations and separately in Works Contracts that are sourced from renewable or certified sources,
- (h) The total amount of controlled waste produced in Operations and separately in Works Contracts measured in tonnes per £100,000 of construction value, including a breakdown of the individual waste types produced,
- (i) The total amount measured in tonnes per £100,000 of construction value and the proportion of the total amount of controlled waste produced in Operations and separately in Works Contracts that is re-used, recycled and sent for disposal to landfill,
- (j) The total amount measured in tonnes per £100,000 of construction value and the proportion of construction and demolition waste produced that is re-used, recycled and sent for disposal to landfill in Operations and separately in Works Contracts,
- (k) The total volume of water consumed in Operations and separately in Works Contracts, and
- (l) The monthly total fuel consumption measured in litres and the monthly total kilometres travelled by the Trunk Road Incident Support Service vehicles.

1.5.11 The Operating Company shall ensure that obligations are included in all Works Contracts to require Works Contractors to prepare and keep the same Records as required by this Section 3 Contract Management, Section 1 Introduction, 1.5 Environmental Sustainability & Waste.

1.5.12 The Operating Company shall undertake regular documented and recorded reviews to ensure it complies with:

- (a) The requirements for implementing and managing the Carbon Management System,
- (b) The requirements for Site Waste Management Plans,

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- (c) The collection, recording and reporting of other information required by this Section 3 Contract Management, Section 1 Introduction, 1.5 Environmental Sustainability & Waste, and
- (d) The control of all documentation including the identification and traceability of documents, document issues and status. This shall also include the control of documentation recording the relevant environmental licences, permits, exemptions, waste transfer notes, consignment notes and other environmental Records in respect of Operations and Works Contracts.

The outcomes of these reviews shall be recorded by the Operating Company in an annual sustainability report which will be provided to the Director and the Performance Audit Group detailing works conducted during the previous Annual Period. The Performance Audit Group will undertake a review of the Annual Sustainability Report and review sustainability measures taken throughout the Annual Period.

1.5.13 The report shall be provided to the Director and the Performance Audit Group no later than fifty (50) Working Days after the start of each Annual Period.

1.5.14 The Operating Company shall provide an Annual Sustainability Report based on the principles set out in the Greenhouse Gas Protocol, detailing the environmental and sustainability aspects of all Operations and Works undertaken during each Annual Period. This report shall be provided to the Director and the Performance Audit Group no later than fifty (50) Working Days after the start of each Annual Period and shall include the following:

- (a) The total carbon emissions recorded in the Carbon Management System annual account data templates associated with carrying out the Operations and Works required by this Contract,
- (b) Carbon emissions (CO<sub>2</sub>e) will be recorded each Annual Period with a baseline (set in year one) and performance monitored in comparison to the baseline for subsequent years, identifying year on year trends compared to the baseline for the duration of the Contract,
- (c) Detailed waste management,
- (d) Water consumption
- (e) Biodiversity,
- (f) Climate change adaption and or mitigation activities,
- (g) Noise,

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- (h) Flooding,
- (i) Best practice case studies,
- (j) The activities stated in paragraph 1.5.14 of section 1.5 Environmental, sustainability and waste, and
- (k) Any other environmental and sustainability aspects required by the Director.

1.5.15 The Annual Report shall contain separate section including the following information:

- (a) The Records detailed in Section 1.5 Environmental sustainability and waste, 1.5.14,
- (b) Matters subject to any notice from a Statutory Authorities and Undertakers, and
- (c) Any other relevant matters that are either required by the Director or, that in the opinion of the Operating Company, should be brought to the attention of the Director.

1.5.16 Using the carbon emissions data generated by AMPS the Operating Company shall provide a quarterly report and an Annual Report of carbon emissions associated with material usage and transportation in Schemes AMPS carbon conversion factors for individual Schedule of Rates and Prices items within the one year programme. This information shall be provided within the Annual Sustainability Report and the Annual Report.

1.5.17 Using the carbon emissions data generated from AMPS, the Operating Company shall provide an Annual Report of total carbon emissions. This report shall be provided no later than fifty (50) Working Days following completion of the Works Contract and include a comparison between Statement of Intent (Scheme approval) carbon emissions estimates of Works and the total carbon emissions recorded in the Carbon Management System Road Infrastructure Projects Tool at the completion of the Works Contract, subject to the limitations of the Carbon Management System.

1.5.18 The Operating Company shall utilise the following information as provided in AMPS:

- (a) The mass conversion factor against each relevant Schedule of Rates and Prices Item to allow conversion of appropriate item quantities in Operations Instructions to a mass measured in tonnes,
- (b) Emissions factor histories for groups of like items in the Schedule of Rates and Prices to be used to derive a carbon figure for rate items in each Operations Instruction (aggregated up for each Scheme),

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- (c) Emissions factor histories used to calculate the transport carbon using the current fuel carbon factor and the 'principal distance' figures for all appropriate Schemes, and
- (d) Carbon report selection criteria and output specification.

1.5.19 The Operating Company will utilise the following procedures for recording principal distances within the Scheme.

- (a) Schedule 3 Contract Management, Appendix 7 Control of Core and Ordered Operations, Attachment 7.3 - Calculations Required for Carbon Emissions Report details the term descriptions, Operating Company and Director roles and contract control management function outputs required for Carbon Emissions Report, and
- (b) Programme for the current and following Financial Year detailing the Operation type and Route number.

### **1.6 Choose Life**

1.6.1 The Operating Company shall support the activities of Public Health Scotland's *Guidance on action to reduce suicide at locations of concern in Scotland*, the Scottish Government's *Suicide prevention action plan: every life matters* and the *Scottish Government's Mental Health Strategy 2017-2027* when performing Operations under the Contract.

1.6.2 As a minimum, the Operating Company shall attend all local Suicide Prevention Group or Choose Life Group meetings where the agenda is of particular relevance to the Investment Objectives of this Contract.

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### 2 Key People

#### 2.1 Operating Company's Representative and Core Management Team

- 2.1.1 The resources identified in this Schedule 3 Contract Management, Section 2 Key People are the minimum requirements and shall not be construed as representing all resources required by the Operating Company to fulfil its obligations under this Contract.
- 2.1.2 The Operating Company shall ensure that adequate cover is provided for all Contract Personnel during absences including annual or public holidays and sickness periods.
- 2.1.3 The Operating Company's Representative and Core Management Team shall be full-time permanent Contract Personnel employed by and solely for the Operating Company to work on the Unit and shall act independently of other organisations who may have an interest in the Operating Company. The Operating Company's Representative and the Core Management Team shall be based in the Central Office.
- 2.1.4 The role of the Operating Company's Representative is stated in Schedule 1 Conditions of Contract, Clause 1 General, 1.3 Administration of Contract.
- 2.1.5 The Operating Company's Representative and the Core Management Team shall be the persons named in Schedule 3 Contract Management, Appendix 2 Key People, Attachment 2.1 Core Management Team & Key Staff and shall fulfil the requirements of the role profiles listed in Schedule 3 Contract Management, Appendix 2 Key People, Attachment 2.2 Role Profiles for Core Management Team and Key Staff.
- 2.1.6 The Core Management Team shall assist the Operating Company's Representative in the execution of all Operations required by this Contract. The Core Management Team shall undertake the roles relating to the objectives set out in the following Schedules:
- (a) Conditions of Contract,
  - (b) Scope including Inventory validation and collection, rectification of Defects, inspection and maintenance of roads and Structures, Network Operations – Winter Service and Disruption Risk Management,
  - (c) Contract Management including health, safety, environmental, quality management, customer care, Ordered Operations and measuring performance,
  - (d) Measurement, Rates and Prices, and
  - (e) Specification and Drawings,

As stated in Schedule 3 Contract Management, Appendix 2 Key People, Attachment 2.1 Core Management Team & Key Staff.

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- 2.1.7 The Operating Company's Representative shall not undertake any Professional Services duties.
- 2.1.8 Members of the Core Management Team may, in addition to their Core Management Team roles, undertake Professional Services duties. Members of the Core Management Team shall not be paid for undertaking Professional Services and the Operating Company shall not charge Professional Services rates where such utilisation occurs.
- 2.1.9 The Operating Company shall propose any members of the Core Management Team who it intends to undertake Professional Services duties to the Director for his written consent prior to such members undertaking such duties.

### **2.2 Mobilisation Manager**

- 2.2.1 The Operating Company shall appoint a Mobilisation Manager to undertake the duties detailed in Schedule 1 Conditions of Contract, in connection with the Mobilisation Period. The Mobilisation Manager shall be a member of either the Core Management Team or Key Staff. The appointment(s) shall be temporary and the appointed person(s) shall be required to resume his Core Management Team or Key Staff role when his duties in relation to the Mobilisation Period have been completed to the satisfaction of the Director.

### **2.3 Key staff**

- 2.3.1 The Operating Company's Key Staff shall be those persons named in Schedule 3 Contract Management, Appendix 2 Key People, Attachment 2.1 Core Management Team & Key Staff. The Operating Company's Key Staff shall fulfil the requirements of the role profiles listed in Schedule 3 Contract Management, Appendix 2 Key People, Attachment 2.2 Role Profiles for Core Management Team & Key Staff .
- 2.3.2 Key Staff may, in addition to their Key Staff roles, undertake Professional Services duties. Key Staff shall not be paid for undertaking Professional Services and the Operating Company shall not charge Professional Services rates where such utilisation occurs.
- 2.3.3 The Operating Company shall propose any Key Staff who it intends to undertake Professional Services duties to the Director for his written consent prior to such Key Staff undertaking such duties.
- 2.3.4 The Journey Time Reliability Coordinator shall be a full-time permanent member of Contract Personnel employed by and solely for the Operating Company to work on the Unit in this dedicated role. The Journey Time Reliability Coordinator shall be located in the Central Office.

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2.3.5 Key Staff shall be suitably experienced and knowledgeable in the Safe System Approach to Road Safety.

### **2.4 Resource management arrangements**

2.4.1 The Operating Company's management arrangements and responsibilities shall be as detailed in the organogram in Schedule 3 Contract Management, Appendix 2 Key People, Attachment 2.1 Core Management Team & Key Staff.

2.4.2 Where the Operating Company intends that a member of the Core Management Team or Key Staff shall undertake more than one Core Management Team or Key Staff role, it shall make such proposals in writing to the Director for his prior consent. No individual shall be nominated to fulfil more than one full time role.

2.4.3 Changes to the Operating Company's Representative, Core Management Team, Key Staff and the organogram shall not be permitted without the prior written consent of the Director. Any proposed changes to the organogram shall contain as a minimum the following details:

- (a) The Operating Company's Representative,
- (b) The Core Management Team,
- (c) The Key Staff,
- (d) Any members of Contract Personnel undertaking Professional Services staff in accordance with Schedule 5 Specification & Drawings,
- (e) Any members of Contract Personnel undertaking administration including those responsible for invoicing and payment,
- (f) Labour resources, and
- (g) Staffing arrangements including reporting lines to the Operating Company's head office.

2.4.4 The Operating Company shall prepare a role profile for any new Core Management Team or new Key Staff role it proposes. Any new role profile prepared by the Operating Company shall be in the format as detailed in Schedule 3 Contract Management, Appendix 2 Key People, Attachment 2.2 Role Profiles for Core Management Team & Key Staff. The Operating Company shall submit any new role profile to the Director for consent.

2.4.5 The Operating Company's proposed changes shall state whether each role identified is full-time or part-time and whether each role is to be undertaken on a full-time or part-time basis by the identified member(s) of Contract Personnel.

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2.4.6 The Operating Company shall submit details of any proposed change in writing to the Director. Within ten (10) Working Days of receipt, the Director will:

- (a) Consent to or object to the proposed new role profile in writing, or
- (b) Consent to or object to any proposed additional and or substitute appointment in writing.

The Director may request in writing an interview with any proposed additional appointee and or substitute appointee.

If the Director decides to interview any proposed additional appointee and or proposed substitute, he will consent or object to the proposed appointee and or substitute appointee in writing within ten (10) Working Days of the interview having taken place.

If the Director objects to a proposed additional appointee and or substitute appointee, the Operating Company shall repeat the above process with further candidates until the Director has consented to the proposed additional appointee and or substitute appointee in writing.

2.4.7 The Director may reject any proposed additional appointee and or substitute appointee whose qualifications or experience are, in his opinion, insufficient to give assurance that the proposed additional appointee and or substitute appointee will be able to deliver the key responsibilities of the relevant role.

2.4.8 The Core Management Team and Key Staff shall be ready and available to undertake their relevant roles at the Commencement of Service Date.

2.4.9 The Operating Company may propose Professional Services Operations subject to an Order from the Director.

2.4.10 All Professional Services Contract Personnel must be approved by the Director for the roles to be undertaken prior to undertaking such roles.

2.4.11 A register of Professional Services Contract Personnel shall be created and maintained using a system provided by the Director which will facilitate the entry of academic qualifications, professional qualifications and relevant experience.

2.4.12 The system should be used for the submission of Professional Services applications for approval or rejection of personnel applications by the Director.

2.4.13 The process for submitting Professional Services requests shall be:

- (a) The Operating Company shall submit details of proposed Professional Services personnel application to the Director,



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- (b) The Director shall assess the submission against the contractual requirements for the role and will consent to or object to the proposal.
- (c) The Director may object to any proposed Professional Services Contract Personnel whose qualifications or experience are, in his opinion, insufficient to give assurance that the proposed personnel will be able to deliver the role.

2.4.14 The Professional Services shall have a unique identifier assigned for each approved person and for each of their approved roles. This unique identifier shall be shown on Operating Company timesheets and Application for Payment to:

- (a) Support Professional Services applications for payment for Professional, and
- (b) Allow the Director to verify payments in relation to Bids which include Professional Services.

2.4.15 The Operating Company shall provide, as a minimum, the information as detailed on Schedule 3 Contract Management, Appendix 2 Key People, Attachment 2.3 Professional Services.

### **2.5 Disclosure and Licenses of Public Space Surveillance (CCTV)**

2.5.1 The Operating Company shall ensure that all Contract Personnel, including subcontractors, engaged, or proposed to be engaged, for the purposes of this Contract:

- (a) In positions directly interacting with the public, and or
- (b) Undertaking vehicle recovery work on the Trunk Road network,

are appointed only after the Operating Company has completed satisfactorily a disclosure process appropriate to the position or role of the individual concerned through Disclosure Scotland. As a minimum, satisfactory completion of such process shall include the provision of a criminal conviction certificate, as described in Section 112 of the Police Act 1997, for each such member of Contract Personnel.

2.5.2 The Operating Company shall ensure all Contract Personnel, including subcontractors, engaged or proposed to be engaged for the purposes of this Contract who have access to, view and use real time data from the closed circuit television (CCTV) feeds from Traffic Scotland Equipment and the Traffic Scotland Service:

- (a) Are formally trained and qualified with an Award for Working as a CCTV Operator (Public Space Surveillance) within the Private Security Industry (Scotland) at SCQF level 6 (or equivalent), by an awarding organisation, and

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(b) Hold a Front Line Public Space Surveillance (CCTV) Licence obtained from the Security Industry Authority.

2.5.3 The Operating Company shall no later than twenty (20) days prior to the Commencement of Service Date submit the names of all Contract Personnel:

- a) Who hold the above qualifications and licenses set out in Schedule 3 Contract Management, Section 2 Key People, 2.5 Disclosure and Licenses of Public Space Surveillance (CCTV), 2.5.2, and
- b) Who are planned to hold the above qualifications and licenses set out in Schedule 3 Contract Management, Section 2 Key People, 2.5 Disclosure and Licenses of Public Space Surveillance (CCTV), 2.5.2 no later than sixty (60) days after the Commencement of Service Date.

2.5.4 If Contract Personnel perform Operations and do not have the required disclosure, training, qualifications and or licenses specified in Schedule 3 Contract Management, Section 2 Key People, 2.5 Disclosure and Licenses of Public Space Surveillance (CCTV), then any payment from the Scottish Ministers to the Operating Company pursuant to this Contract which is due at the date when the Contract Personnel should have the required disclosure, training, qualification and or licenses specified in this paragraph, shall, notwithstanding any other provision of this Contract but subject to paragraph 2.5.5 immediately below, cease to be due and payable to the Operating Company until the Operating Company proves the Contract Personnel have the required disclosure, training, qualifications and or licenses specified in this paragraph.

2.5.5 Where, pursuant to the exercise of their rights under paragraph 2.5.4, the Scottish Ministers intend to withhold any payment and/or make any deduction from any payments to the Operating Company, the Scottish Ministers shall issue an appropriate payment notice and/or pay less notice in terms of Schedule 1 Conditions of Contract, Clause 5 Payments, 5.4 Payments under this Contract. The maximum amount that the Scottish Ministers may withhold and/or deduct under paragraph 2.5.4 in respect of any single Contract Personnel shall be twenty percent (20%) of the payments due in relation to the Contract Personnel who are performing Operations that involves public space surveillance using CCTV.

**3 Office, depots and other infrastructure**

**3.1 Operating Company Central Office & Control Room**

- 3.1.1 In the event the Scottish Ministers make Premises available after the Operations Commencement Date and the Operating Company occupies the Premises, the terms of the occupation and the obligations of the Operating Company in relation to the Premises, are in accordance with Schedule 3 Contract Management, Appendix 3 Office Depots & Other Infrastructure, Attachment 3.1 Lease Agreement. The Director will notify the Operating Company of any Premises being made available to occupy for the purposes of performing Operations under the Contract after the Operations Commencement Date.
- 3.1.2 The location and details of the depot and other infrastructure shall be as referred to in Schedule 3 Contract Management, Appendix 3 Office, Depots & Other Infrastructure, Attachment 3.2 Details of the Operating Company's Central Office, Depots and Offices.
- The Operating Company shall not change the location or any other material aspect of the Central Office without the prior written consent of the Director. An application to change the location or any other material aspect of the Central Office shall be made by the Operating Company in writing to the Director. This shall contain details of the proposed change. The Director shall consent to or reject in writing any such application within fourteen (14) days of receipt.
- 3.1.3 Within the Central Office, the Operating Company shall provide an office for the exclusive use of the Director's and the Performance Audit Group's staff. This office shall be available during all Normal Working Hours and be accessible through the normal office reception area. This office shall be capable of accommodating up to four (4) people and be provided with furniture and equipment that allows the Director's staff and the Performance Audit Group's staff to operate efficiently. As a minimum, this office shall have:
- (a) A lockable door with keys (keys to be stored at reception) for the exclusive use of the Director's staff and the Performance Audit Group's nominated staff,
  - (b) Heating, lighting and four power supply points per desk,
  - (c) Desks and chairs compliant with the European Union directives, or equivalent as approved by the Director, for working at computers,
  - (d) A colour laser printer capable of printing A4 and A3 sheets, with wireless technology and connections suitable for a desktop computer using a universal serial bus 3.0 connection and certified under the European Union Energy Star

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Programme, or equivalent as approved by the Director. The printer must be capable of using the Hewlett-Packard universal driver,

- (e) A broadband connection to the internet that runs at not less than 8Mb/second and has no download or upload limits with at least one (1) network cable at each desk, in addition to the network cable per desk, the connection shall in addition provide a WiFi connection capacity.
- (f) A broadband connection to the internet that runs at not less than 8Mb/second and has no download or upload limits with at least one (1) network cable at each desk, in addition to the network cable per desk, the connection shall in addition provide a WiFi connection capacity. This connection shall be separate from and in addition to the broadband connection referred to above and shall be for use of the Performance Audit Group,
- (g) A scanner capable of scanning documents up to A3 in size with connections suitable for a desktop computer,
- (h) A supply of A4 and A3 paper for the printer that is made from 100 percent recycled sources and maintained and replenished by the Operating Company until the Service End Date,
- (i) A supply of printer consumables for the printer referred to in (d) maintained and replenished by the Operating Company until the Service End Date,
- (j) An A3/A4 photocopier with paper made from 100 percent recycled sources, both of which shall be certified under the European Union Energy Star Programme, or equivalent as approved by the Director, and
- (k) A desktop computer running Windows 10 to which the scanner and printer shall be connected. The desktop computer shall have access to the Internet and allow Transport Scotland and the Performance Audit Group staff to download appropriate information. In addition, the USB ports shall be enabled to allow for the printing and scanning of data to and from USB sticks.

All of the electrical equipment provided by the Operating Company for use by the Director shall be covered under the Operating Company portable appliance testing regime and shall be tested regularly.

- 3.1.4 The Operating Company shall provide at least two (2) separate video conferencing facilities at its Central Office and allow the Director and the Performance Audit Group access and use of such video conferencing facilities when required.

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- 3.1.5 The Operating Company shall ensure that the Director's staff and the Performance Audit Group's staff has full access to welfare facilities within the Central Office including, as a minimum, toilets, hot water, rest areas and fresh water.
- 3.1.6 In the situation where the Central Office cannot be used by the Operating Company, whether that is due to damage or another reason including, as a minimum, the termination of any lease agreement(s) entered into by the Operating Company with the Scottish Ministers, the Operating Company shall relocate to an interim Central Office and maintain all required activities at all times.
- 3.1.7 The Operating Company shall undertake the internal cleaning of the Premises detailed in Schedule 3 Contract Management, Appendix 3 Office, Depots & Other Infrastructure, Attachment 3.2 Details of the Operating Company's Central Office, Depots and Offices, provided by the Operating Company and or the Scottish Ministers to the Operating Company in connection with this Contract. Cleaning shall be undertaken at least once per day including Saturdays, Sundays and public holidays.
- 3.1.8 The location and details of the Operating Company's control room shall be within the Central Office as referred to in Schedule 3 Contract Management, Appendix 3 Office, Depots & Other Infrastructure, Attachment 3.2 Details of the Operating Company's Central Office, Depots and Offices.
- 3.1.9 The Operating Company's control room at all times shall:
- (a) Be strictly entered and exited using a secure entry system,
  - (b) Enable the Operating Company to provide a single point of contact for all of its Operations,
  - (c) Provide an environment that is suitable to support decision making,
  - (d) Enable the Operating Company to efficiently manage, coordinate and control its Operations,
  - (e) Enable the Operating Company to coordinate and support working outwith the Unit, including dealing with emergencies, roadworks, Incidents, and winter resilience issues,
  - (f) Operate on a twenty four (24) hours a day, seven (7) days a week basis,
  - (g) Have sufficient, suitable workstations for all Contract Personnel working at computers,

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- (h) Enable the Operating Company to access, view and use real-time data from various sources including closed circuit television feeds from the Traffic Scotland equipment and the Traffic Scotland Service, weather station closed circuit television, remote monitoring sites, road sensors, the locations of vehicles fitted with a geographical positioning system and weather forecasting service data for Severe Weather and Winter Service Operations,
- (i) Have information and communication technology systems that can access all Records relating to the Trunk Road network as required to support the delivery of Operations,
- (j) Enable the Operating Company to view anemometer wind speed displays from existing anemometers associated with the operation of Structures and the Trunk Road network, and
- (k) Hold and maintain a visitor log recording all visitors to the control room. The Records should be available for a minimum period of three (3) months.

3.1.10 The Operating Company shall ensure that any Contract Personnel requiring access to Traffic Scotland CCTV system to undertake their duties obtain the necessary formal training and qualifications as follows:

- (a) An award for Working as a CCTV Operator (Public Space Surveillance) within the Private Security Industry (Scotland) as Scottish credit and qualifications framework level 6 or equivalent, by an awarding organisation, and
- (b) Hold a Front Line Space Surveillance (CCTV) Licence obtained from the Security Industry Authority.

3.1.11 No later than one (1) year prior to the Service End Date, the Operating Company shall supply the Director with the current information relating to the Depots, including as-built drawings, condition reports, asbestos reports and any other information as appropriate.

The Operating Company is required to provide the Director a detailed preventative maintenance schedule setting out how he intends to inspect and implement the maintenance of the Central offices.

### **3.2 Sub offices, depots and ultra low emission vehicles**

3.2.1 Details of the Operating Company's sub-offices and depots shall be as referred to in Schedule 3 Contract Management, Appendix 3 Office, Depots & Other Infrastructure, Attachment 3.2 Details of the Operating Company's Central Office, Depots and Offices. This

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shall include the location and layout of each sub-office and depot, the Operations that shall be executed from each sub-office and depot, and the fleet management and maintenance activities to be undertaken at each sub-office and depot.

3.2.2 The Operating Company shall require prior written consent from the Director for:

- (a) Any change in the location of any sub-office or depot, and
- (b) A change in the Operations to be executed from any sub-office or depot.

The Operating Company shall submit an application in writing to the Director with details of the proposed change. The Director shall consent to or reject in writing any such application within fourteen (14) days of receipt.

3.2.3 The Operating Company shall provide and keep operational at least one (1) dual 7kw Type 2 connector electric vehicle charge point for the use by the Directors vehicles in accordance with Schedule 5 Specification and Drawings, clause 1473AR. Appropriate charge points should be provided at a ratio of one (1) dual socket charge point per two (2) ultra low emission vehicles where 7kW type 2 alternating current charge points are provided. Where rapid direct current charging of at least 50kW is provided this shall be at a ratio of one (1) charge point per ten (10) ultra low emission vehicles. Charge points shall be provided by the Operating Company at Central Offices and depots with dedicated electric vehicle charging parking spaces and signage to support the operation of Operating Company ultra-low emission vehicles as required in this Schedule.

3.2.4 The Operating Company shall establish a baseline of vehicle emissions (in relation to delivery of Operations) within six (6) months of the Commencement of Service Date detailing:

- (a) The total number of cars and vans up to 3.5 tonnes and how many of these are ultra low emission vehicles, at the end of each twelve (12) month period.
- (b) The total of carbon emissions that arise from vehicle movements in the delivery of the service at the end of each twelve (12) month period from commencement of the contract, showing changes and measures undertaken and planned to reduce emissions further and adopt ultra low emission vehicles, where practical.

3.2.5 The Operating Company shall ensure that, at commencement of the Contract, a minimum of ten (10) per cent of the car and van fleet (up to 3.5 tonnes) shall be comprised of ultra low emission vehicles which may take the form of either battery electric vehicle, plug-in hybrid electric vehicle and fuel cell electric vehicle.

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- 3.2.6 By 2025, the Operating Company shall ensure at least fifty (50) per cent of their car and van fleet shall be comprised of ultra low emission vehicles.

### **3.3 Quarries and tips**

- 3.3.1 No later than thirty (30) days before the Commencement of Service Date, the Operating Company shall submit to the Director site details and waste types of the quarries and tips that it proposes to use for disposal of construction waste and all other waste in the format given in Schedule 3 Contract Management, Appendix 3 Office, Depots & Other Infrastructure, Attachment 3.3 Quarries & Tips.
- 3.3.2 The Operating Company shall require prior written consent from the Director for any change of the site details or waste types of the quarries and tips. The Operating Company shall submit an application in writing to the Director with details of the proposed change. The Director shall consent to or reject in writing any such application within fourteen (14) days of receipt.

### **3.4 Material stocks provided by operating company**

- 3.4.1 The Operating Company shall not use or sell materials from its stocks for work that is not Operations.
- 3.4.2 The Operating Company shall ensure the safety and security of the materials in its depots.
- 3.4.3 The Operating Company shall maintain an Inventory of the material stocks held at each depot and produce a monthly statement of the quantities of stocks held in relation to the Unit. This monthly statement shall be held at the Central Office.
- 3.4.4 The Operating Company shall maintain sufficient stock levels to ensure compliance for the replacement of equipment and materials during maintenance Operations in accordance with the Specification.

### **3.5 Equipment, materials, plant and spares provided by Scottish Ministers**

- 3.5.1 An indicative list of all equipment, Plant and spares to be provided by the Scottish Ministers for use by the Operating Company solely for the pursuance of this Contract is provided in Schedule 3 Contract Management, Appendix 3 Office Depots & Other Infrastructure, Attachment 3.4 Equipment, Materials, Plant and Spares Owned by the Scottish Ministers to be Provided for use by the Operating Company Solely for the Pursuance of this Contract. No later than thirty (30) days before the end of the Mobilisation Period, the Operating Company shall review this list in conjunction with the outgoing operating company and provide a report



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to the Director confirming the details of all Transport Scotland property available for use under this Contract. This report shall include:

- (a) A description of all items,
- (b) Details of the quantities of the items,
- (c) The location of the items,
- (d) The condition of the items, and
- (e) Valuation of the items.

3.5.2 The Operating Company shall maintain the list of all Scottish Ministers' equipment, Plant, materials and spares provided to the Operating Company solely for the pursuance of this Contract. This shall contain a description of each item, the quantity, location, condition and valuation of all items and a record of the deployment or use of the items.

3.5.3 The Operating Company shall provide safe and secure storage for all Scottish Ministers' equipment, Plant, materials and spares provided to the Operating Company to prevent degradation of any item. The Operating Company shall replace, at no cost to the Scottish Ministers, any of these items that are stolen or damaged or in need of replacement due to fair wear and tear or deteriorated with time and usage. The Operating Company shall ensure all items have an appropriate testing and certification regime in place from the Commencement of Service Date.

3.5.4 On 31 March in each Annual Period, the Operating Company shall complete a stock take of equipment, materials, Plant and spares provided by the Scottish Ministers for use by the Operating Company and provide a report to the Director within thirty (30) days of completing such stock take. This report shall include:

- (a) A description of all items,
- (b) Details of the quantities of the items,
- (c) The location of the items,
- (d) The condition of the items, and
- (e) Valuation of the items.

3.5.5 At the Termination Date, the Operating Company in conjunction with the incoming operating company and the Performance Audit Group shall complete a stock take of equipment, materials, Plant and spares provided by the Scottish Ministers for use by the Operating Company and provide a report to the Director within thirty (30) days of completing such stock take. This report shall include:

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- (a) A description of all items,
- (b) Details of the quantities of the items,
- (c) The location of the items,
- (d) The condition of the items, and
- (e) Valuation of the items.

Any difference between the valuation at the Termination Date and the sum of the valuations reported in accordance with Schedule 3 Contract Management, Section 3 Office, Depots & Other Infrastructure, Section 3.5 Equipment, Materials, Plant & Spares Provided by Scottish Ministers, 3.5.2 to 3.5.4 and the value of any additional items provided by the Scottish Ministers shall be included as a sum due to the Scottish Ministers in the Statement of final value of Operations executed under this Contract as detailed in Schedule 1 Conditions of Contract, Clause 5.4 Payments under this Contract.

- 3.5.6 The Operating Company shall take Possession of the items listed in Schedule 3 Contract Management, Appendix 3 Office Depots & Other Infrastructure, Attachment 3.4 Equipment, Materials, Plant and Spares Owned by the Scottish Ministers to be Provided for use by the Operating Company Solely for the Pursuance of this Contract (as updated in the reports prepared under Schedule 3 Contract Management, Section 3 Office, Depots & Other Infrastructure, Section 3.5 Equipment, Materials, Plant & Spares Provided by Scottish Ministers, 3.5.2 to 3.5.4) from the Commencement of Service Date. The Operating Company shall store, maintain, deploy and return to store or replace all of these items used to execute Operations,
- 3.5.7 The Operating Company shall regularly update the list and provide an updated list to the Director when:
- (a) A new item has been provided by Scottish Ministers to the Operating Company solely for use in the pursuance of this Contract, and
  - (b) Any item has been stolen or damaged.
- 3.5.8 The Operating Company shall replace, at no cost to the Scottish Ministers, any items of equipment, materials, Plant and spares provided by the Scottish Ministers for use by the Operating Company that are used to execute Operations.
- 3.5.9 The Operating Company shall maintain sufficient stock levels of equipment, materials, Plant and spares to ensure compliance for the replacement of equipment and materials during maintenance Operations in accordance with the Specification.

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### **3.6 Information and communication technology**

- 3.6.1 The Operating Company shall appoint a Business Manager and a Network Manager in accordance with the requirements of Schedule 3 Contract Management, Section 2 Key People.
- 3.6.2 Not later than thirty (30) days prior to the Commencement of Service Date, the Operating Company shall submit its proposed Information and Communication Technology System Plan in writing for the written consent of the Director. If the Director does not give his consent to the proposed Information and Communication Technology System Plan, the Operating Company shall revise it and re-submit it in writing to the Director for consent within ten (10) Working Days of consent being withheld.
- 3.6.3 The Operating Company's Information and Communication Technology System Plan shall contain details of the systems and documented procedures and protocols that the Operating Company shall implement to comply with the requirements of this Contract. The Information and Communication Technology System Plan shall identify, as a minimum:
- (a) All electronic hardware and software used to produce Records,
  - (b) The backup procedures (including disaster recovery and business continuity) in accordance with the requirements of this Schedule 3 Contract Management, Section 3 Office, Depots & Other Infrastructure, 3.6 Information & Communication Technology to ensure availability of systems and equipment and to prevent loss of Records,
  - (c) Data formats and protocols used to communicate information, and
  - (d) The contingency and backup Plan to deal with any failure of any communications system.
- 3.6.4 The Information and Communication Technology System Plan shall be continuously maintained and updated until the Termination Date by the Operating Company.
- 3.6.5 The Operating Company shall notify the Director and the Performance Audit Group immediately when individuals, who have been granted access to information and communication technology systems managed by the Director or the Performance Audit Group, leave the Operating Company. The Director and the Performance Audit Group will use this information to disable access permissions to Transport Scotland's information and communication technology systems.
- 3.6.6 The Operating Company shall keep its computer systems under continuous review from the Operations Commencement Date until the Service End Date and shall pursue further

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development and upgrading to ensure that it is able to provide the required services without degradation.

3.6.7 Transport Scotland currently uses the software shown in following Table 3.6.7 (a) and the Operating Company’s software shall be capable of producing output that is fully compatible with this.

The Operating Company shall ensure that all software installed on their computers is regularly updated to take account of new releases and security patches for the software.

**Table 3.6.7 (a) Software**

<b>Requirement</b>	<b>Software Utilised</b>	<b>Minimum version</b>
Operating Systems - Servers	Microsoft Windows	Windows Server 2016
Operating Systems – Desktops & Laptops	Microsoft Windows	Office 365, Windows 10 Pro and Enterprise Mobility & Security
Email	Microsoft Outlook	Outlook 2016
Word processing	Microsoft Word	Word 2016
Spreadsheets	Microsoft Excel	Excel 2016
Computer Aided Design	AutoCAD and AutoCAD LT	AutoCAD 2017
Project Management	Microsoft Project	Project 2016

The Operating Company shall prepare, implement and continuously update a contingency and backup Plan to deal with any failure of any computer system, regardless of cause. The Director shall be entitled to witness the testing of the backup Plan being performed.

3.6.8 The Operating Company's communication systems shall ensure that communications links between the various parts of the Operating Company within the Unit are maintained throughout the Contract Period.

3.6.9 The communication systems shall provide communications with and between the:

- (a) Central Office, sub-offices and depots,
- (b) Core Management Team,

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- (c) Key Staff,
- (d) Operating Company's vehicles, including direct contact with the person in charge of the vehicle and between:
  - (i) All vehicles involved with establishment and maintenance of traffic management,
  - (ii) The Severe Weather Manager's vehicle, the Winter Service Duty Officers' vehicles and all Winter Service Plant,
  - (iii) Vehicle recovery vehicles, Incident Support Unit vehicles and the Trunk Road Incident Support Service vehicles,
  - (iv) Vehicles of supervisory and inspection personnel including those Contract Personnel nominated to supervise Operations and Works Contracts, and
  - (v) Other Contract Personnel involved in the Operations including all persons nominated to be on call for emergency call out.

3.6.10 The Operating Company shall prepare, implement and continuously update a contingency and backup plan to deal with any failure of any communications system, regardless of cause. The contingency and backup plan shall include:

- (a) Details of all communication systems, and
- (b) The temporary communication system to be used in the event of failure of any particular communications system.

The detailed contingency and backup plan shall be included in the Operating Company's Information and Communication Technology System Plan.

3.6.11 Irrespective of the use of a temporary communications system, where any communication system or any part of it is inoperative for any reason, the Operating Company shall take all measures satisfactory to the Director to effect a repair or a replacement within twenty (24) hours of the failure.

3.6.12 As part of good cyber security practices, the Operating Company shall obtain prior to the Commencement of Service Date and maintain a minimum accreditation of Cyber Essentials Plus until the Service End Date. The Operating Company shall ensure that the Operating Company's contractors, sub-contractors and suppliers, obtain and maintain a minimum accreditation of Cyber Essentials. The Operating Company shall provide the Director with updated certificates demonstrating a minimum accreditation of Cyber Essentials Plus, or any

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other Cyber Security certificate as required, prior to the expiry of the current Cyber Essentials Plus certificate or any other Cyber Security certificate as required.

- 3.6.13 In the event the Operating Company's sub-contractors and suppliers do not have a minimum accreditation of Cyber Essentials on the Operations Commencement Date, the Operating Company shall submit to the Director a Cyber Implementation Plan no later than one (1) month after the Operations Commencement Date, for approval and/or comment, setting out how the Operating Company's sub-contractor and suppliers intend to obtain Cyber Essentials no later than the Commencement of Service Date and maintain Cyber Essential during the Service Delivery Period.
- 3.6.14 The Operating Company shall not procure any sub-contractor and or supplier to perform any Operations under the Contract unless they have obtained Cyber Essentials.
- 3.6.15 The Operating Company shall notify the Director immediately as soon as it knows or believes that a Cyber Security Incident has or may have taken place and shall provide full details of the incident and any mitigation measures already taken and intended to be taken by it and (where applicable) any mitigation measures recommended by it to be taken by the Director. Where such initial notification is not in writing, then the Operating Company shall provide the Director with a written notification setting out the details required under this paragraph 3.6.15 promptly and in any case within twelve (12) hours from the initial notification.
- 3.6.16 Following a Cyber Security Incident, the Operating Company shall:
- (a) Use its best endeavours to mitigate the impact of the Cyber Security Incident;
  - (b) Investigate the Cyber Security Incident completely and promptly, and shall keep the Director fully informed of the progress and findings of its investigation;
  - (c) Provide the Director as soon as it is practicable and no later than a month after the incident of a project plan demonstrating mitigation measures already taken and those planned to remedy the effects of the incident. In addition, on an ongoing basis, at no less than a monthly period, the Operating Company shall provide the Director of a report on the progress of the plan;
  - (d) Where required to do so, inform any applicable regulator of the Cyber Security Incident; and
  - (e) Take any action deemed necessary by the Director in the circumstances, including complying with any additional security measures deemed appropriate by the Director.
- 3.6.17 The Operating Company shall perform its obligations under this Contract at no additional charge to the Director, unless it can show that the Cyber Security Incident was caused solely by an act or omission of the Director.

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**4 Systems, Plans and Records**

**4.1 Asset Management Performance System of the Scottish Ministers**

**Overview**

- 4.1.1 The Asset Management Performance System (AMPS) shall be the primary management information system employed by the Director for the management of Trunk Road assets, and for the undertaking of the Director’s various asset management related business processes.
- 4.1.2 AMPS will be provided by the Director to the Operating Company as a cloud-hosted, browser-based service.
- 4.1.3 The Director will provide the Operating Company with named accounts to access AMPS. The Operating Company will be required to manage these accounts in accordance with the requirements of Section 4.1.12 - 4.1.13.
- 4.1.4 AMPS will include, but not limited to, the items listed in Table 4.1.1 below:

Table 4.1.1: AMPS Overview, Provision and Requirements

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AMPS	<ul style="list-style-type: none"> <li>• Overview – AMPS holds all asset data items required by the Director to undertake its various asset management business processes.</li> <li>• System of Record – AMPS shall act as the primary System of Record (SOR) for Trunk Road assets.</li> <li>• Single Source of Truth – AMPS shall provide the Single Source of Truth (SSOT) for asset management data-sets and business processes.</li> </ul>
Network Referencing	<ul style="list-style-type: none"> <li>• Geospatial Referencing – AMPS will hold assets by geospatial location and will be viewable on a map. The Operating Company shall collect asset information geospatially (using Ordnance Survey grid reference coordinates) in accordance with the Trunk Road Information Manual and Transport Scotland Structures Manual.</li> <li>• Geometry – AMPS will hold assets with a geospatial representation of geometry (point, polyline, polygon, array,</li> </ul>

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	<p>etc.). The Operating Company shall collect geospatial asset geometry in accordance with the Trunk Road Information Manual and Transport Scotland Structures Manual.</p> <ul style="list-style-type: none"> <li>• Maintenance – Network referencing will be maintained by the Director, Operating Companies shall supply supporting network referencing information in accordance with the Trunk Road Information Manual and Transport Scotland Structures Manual.</li> </ul>
<p>Supported Asset Groups &amp; Specialisms</p>	<ul style="list-style-type: none"> <li>• Asset-centric Approach – AMPS promotes an asset-centric approach, in which no assets have a special status, and in which all assets have common functionality e.g. geospatial location, viewable-on-a-map, inspections, etc.</li> <li>• Assets &amp; Specialisms – The following are supported in AMPS, including but not limited to: pavements, Structures, drainage, geotechnical, landscape, electrical assets, intelligent transport system, non-motorised user assets, vehicle restraint systems, signs and lining, customer care, environment, road safety, departures, land ownership, Claims, Incidents and development.</li> <li>• Asset Specific Functionality – Where the Director considers a particular asset class or specialism that requires specific functionality (including for any legislation) this will be provided in AMPS.</li> </ul>
<p>Performance Management</p>	<ul style="list-style-type: none"> <li>• Performance Measures – Support for the collection and collation of data items required for, and subsequent calculation of, the various measures and objectives which forms part of the Director’s Performance Management Framework in accordance with the requirements of Schedule 3 Section 9 Measuring Performance.</li> <li>• Dashboards – Facilities to allow the Director (and the Operating Company) to interrogate current and historic performance against agreed targets.</li> </ul>

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Asset Lifecycle Data	<ul style="list-style-type: none"><li>• Asset Register – The Operating Company shall maintain the accuracy of the asset register in AMPS in accordance with Schedule 2 Scope and the Trunk Road Information Manual and Transport Scotland Structures Manual, including the updating of asset condition and status following completion of Works.</li><li>• Inspection and Maintenance activities – The Operating Company shall use AMPS to record details of all their Inspection and Maintenance activities in accordance with the requirements of Schedule 2 Scope and the Trunk Road Information Manual and Transport Scotland Structures Manual.</li><li>• Defect Management – The Operating Company shall record details of all Defects and their repairs in AMPS in accordance with Schedule 2 Scope and the Trunk Road Information Manual and Transport Scotland Structures Manual.</li><li>• Asset Condition – AMPS will support the automated calculation of Condition Indices using rule-sets defined by the Director.</li></ul>
Scheme Development & Management	<ul style="list-style-type: none"><li>• Scheme Lifecycle – The Operating Company shall use the facilities provided by AMPS to undertake all stages of the Scheme lifecycle including: identification, development, approval, delivery and operation.</li><li>• Programmes – AMPS will consider Schemes in the context of the various work programmes that they contribute to.</li><li>• Workflow – Facilities to manage the progression of Schemes through the various stages of the Scheme lifecycle (as described above). This will include facilities to capture as-built information in accordance with the requirements of Schedule 2 Scope.</li></ul>

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	<ul style="list-style-type: none"> <li>• Performance – Facilities to support the monitoring of Scheme performance both in financial terms and in terms of delivery against predicted outcomes</li> </ul>
Control of Core and Ordered Operations	<ul style="list-style-type: none"> <li>• AMPS will support the submission of programmes, Bids and budgets for Schemes, receiving Order, recording details of Scheme delivery and Application for Payment in accordance with the requirements of Section 7 Control of Core and Ordered Operations.</li> </ul>
Director Provided Asset Data	<p>For the period of the Contract, the Director will commission a range of asset data surveys and will load the data obtained into AMPS. These will include, but not limited to:</p> <ul style="list-style-type: none"> <li>• Machine Surveys – AMPS will have the facility to hold pavement condition data collected by the Director via centrally commissioned machine surveys.</li> <li>• Traffic Flows – Derived from the National Traffic Data System (NTDS)</li> <li>• Accident Records – Data from STATS19 Records as provided by the Police Scotland.</li> <li>• Mapping Data – AMPS will provide mapping at various scales including OS Mastermap and Aerial imagery.</li> </ul>
Contract Specific Requirements	<ul style="list-style-type: none"> <li>• AMPS shall be the primary management information system employed by the Director for the management of Trunk Road assets, and for the undertaking of the Director’s various asset management related business processes in relation to: <ul style="list-style-type: none"> <li>• Schedule 2 – Scope</li> <li>• Schedule 3 – Contract Management</li> <li>• Schedule 4 – Measurement, Rates and Prices</li> <li>• Schedule 5 –Specification and Drawings</li> </ul> </li> </ul>

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- 4.1.5 AMPS will continue to be developed during the period of the Contract. The Operating Company shall accommodate all future developments of the system at any time during the Contract Period. Any developments to AMPS shall be at the sole discretion of the Director.

### **Operating Company Staffing Requirements**

- 4.1.6 The Operating Company shall appoint an AMPS Coordinator in accordance with the requirements of Section 2 Key People. The AMPS Coordinator shall be responsible for the implementation and management of all aspects of AMPS by the Operating Company.
- 4.1.7 The AMPS Coordinator shall provide to the Director the names and email addresses of staff authorised by the Operating Company to use AMPS. The Operating Company shall notify the Director within five (5) Working Days of any changes of authorised users. The Operating Company shall notify the Director within one Working Day of any authorised user that ceases to be employed by the Operating Company.

All usernames and passwords supplied by the Director to the Operating Company, or passwords generated by the Operating Company's staff, shall be treated as confidential information and the Operating Company shall ensure staff do not divulge this information to any other party.

- 4.1.8 The Operating Company shall control access to AMPS in a proper manner. The Operating Company shall not (by means of bad practice) allow uncontrolled access to the system and/or to the data held within it. The Operating Company will facilitate the auditing of system access arrangements/controls at any time, by the Director (or its representatives) at any stage, and without prior warning.
- 4.1.9 AMPS user group meetings shall be held quarterly, or at the discretion of the Director, to inform the Operating Company of future changes to AMPS and discuss potential developments. The AMPS Coordinator shall attend the AMPS user group at the dates and times notified in writing by the Director.
- 4.1.10 The AMPS Coordinator shall be responsible for identifying training needs for Operating Company staff during the Mobilisation Period and periodically during the Contract Period. The Director will develop programmes of training to align with the Operating Company training needs. The Operating Company shall ensure that all nominated staff attend such training at the dates and times notified in writing by the Director or undertake online training as supplied by the Director. The Operating Company is required to inform the Director immediately of any gaps in knowledge and/or training which prevents Operating Company staff from operating the system correctly.

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4.1.11 The Operating Company is responsible for providing any additional training and ensuring that AMPS is used in accordance with the terms of the Contract. The Operating Company is responsible for ensuring that all of its approved users have sufficient training and facilities to access and operate the system.

### **System Access**

4.1.12 AMPS is provided as a browser-based, web application.

4.1.13 The Operating Company shall provide the following to enable its authorised users to access AMPS:

- (a) computer terminals running acceptable web browser software,
- (b) security and firewall setup enabling the following protocols:
  - (i) HyperText Transfer Protocol (“http”);
  - (ii) HyperText Transfer Protocol-Secure (“https”).
- (c) broadband, corporate network or similar internet access. The following performance requirements shall be met:

#### Office/Depot Working

- (i) Minimum site bandwidth (downstream) of 15Mbps with an additional 2Mbps per concurrent user.
- (ii) Minimum site bandwidth (upstream) of 10Mbps with an additional 1Mbps per concurrent user.
- (iii) AMPS will provide access to data through access points other than the AMPS application (WFS etc.). Bandwidth requirements for these services and any other corporate requirement / web browsing is not included in the specified minimum service levels.

#### Site Working

- (i) The Operating Company shall provide Inspectors with equipment able to connect to 4G services with fall-backs where coverage is limited.
- (ii) Where signal strength is poor, the Operating Company shall provide alternative network access using dual/multiple SIM or equivalent technology.

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- (iii) Where mobile coverage is not available, the Operating Company shall identify and use public access points to periodically connect to AMPS (e.g. Service stations, BT WiFi, etc.).

### Mobile Devices

- 4.1.14 The Operating Company shall provide suitable mobile devices to Contract Personnel who need to access and update AMPS data away from the office. The AMPS includes software for the undertaking of all inspections mandated by this contract. The Operating Company will use AMPS inspection software for the undertaking of all such inspections, unless specifically advised otherwise (see Schedule 2 Scope)
- 4.1.15 The Operating Company shall supply all Data Capture Device hardware. Each device shall meet the following minimum requirements:
- (a) Be no older than 2 years old,
  - (b) Use an Android operating system not older than 2 years, in accordance with AMPS requirements. When a new AMPS release requires a particular browser patch or hotfix to be applied, the Operating Company will be notified in advance of the release going live, and will be required to install all such patches and hotfixes. Following a new AMPS release, the prior version will be available for a maximum of 60 days beyond the release date and thereafter it will become inaccessible. This stipulation may require the use of devices which exist outside of the Operating Company's corporate IT environment,
  - (c) Achieve a lag of less than 0.5 seconds per AMPS event when compared to that of the current market leading device,
  - (d) Have mobile connectivity (5G, 4G, 3G and WiFi or equivalent),
  - (e) Have a GPS receiver with accuracy to within 10 metres,
  - (f) Have a camera,
  - (g) Have a screen large enough to draw shapes in sufficient detail to represent assets/Defects,
  - (h) Have a capacitance screen capable of being used with a stylus,
  - (i) Have a battery life in excess of any inspection shift,
  - (j) Have internal memory (not SD memory) of at least 256Gb available to AMPS,
  - (k) Have a screen visible in all lighting conditions, and

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- (l) Have a screen sufficiently free from Defects/scratches so as not to compromise its use or user experience.

### **Interface with Operating Company Systems**

- 4.1.16 The Operating Company shall not bulk upload data from its own systems into AMPS unless this has been expressly consented to in advance by the Director and where such an upload can be fully audited by the Director or the Performance Audit Group.
- 4.1.17 The Operating Company may bulk download data from AMPS to its own systems only when the Director has previously audited and consented to the download methodology and the verified the validity of the data to be downloaded in advance.
- 4.1.18 AMPS will allow for uploads and downloads of data to and from permitted sources in a variety of formats including standard Microsoft Office output files, comma separated value files and XML. The Operating Company may submit requests to the Director for the use of alternative input and output methodologies. Consent for such usage shall be at the sole discretion of the Director. If permitted by the Director, the Operating Company may be required to implement systems which support the operation of an AMPS/Operating Company interface and ensure that all electronic transfer of data to and from AMPS is accomplished using this interface.

### **System Availability**

- 4.1.19 The Operating Company shall ensure that arrangements are established such that the Operating Company can meet their contractual obligations during such periods of system non-availability, and to ensure that any data collected during such periods is uploaded to AMPS within three (3) Working Days of the system becoming available, at no additional cost to the Director and/or the Scottish Ministers.

## **4.2 Operating Company Management System and Quality Plan**

4.2.1 The Operating Company's Management System shall be established, documented, implemented and maintained to continually improve its effectiveness in compliance with the requirements of this Contract.

No later than one (1) year after the Commencement of Service Date, the Operating Company shall ensure that it receives certification of the Operating Company's Management System by a recognised accreditation body to BS EN ISO 9001:2015 – Quality Management, BS EN ISO 14001:2015 – Environmental Management and BS ISO 45001 – Occupational Health and Safety Management System.

The scope of certification shall include all Operations performed at all locations required by this Contract. The Operating Company's Management System shall comply with the requirements of British Standard EN ISO 27001:2017 and take account of the following publications:

- (a) HMG Information Assurance Standard No.1 , and
- (b) Communications-Electronics Security Group Good Practice Guide Number 6 – Outsourcing and Offshoring: Managing the Security Risks.

4.2.2 The Operating Company's Management System documentation shall include:

- (a) Documented statements addressing quality, the environment, health and safety and security of information and communications technology,
- (b) Documented objectives addressing quality, the environment, health and safety and security of information and communications technology,
- (c) Quality, environment and health and safety manuals including:
  - (i) The scope of the quality, environmental and health and safety aspects of the Operating Company's Management System, and
  - (ii) A description of the interaction between the processes for the Operating Company's Management System,
- (d) A Quality Plan meeting the requirements of BS ISO 10005:2018 – Quality Management or equivalent and this Part,
- (e) Documented procedures required by BSEN ISO 9001:2015, BS EN ISO 14001:2015, and BS ISO 45001:2018,

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- (f) Documented procedures required by this Schedule 3 Contract Management, Section 4 Systems, Plans & Records, 4.2 Operating Company Management System & Quality Plan or other provisions of this Contract,
- (g) Documentation required by the Operating Company to ensure the effective planning, operation, measurement and control of its processes for the implementation of this Contract, and
- (h) All Records required by the Operating Company's Management System, the Quality Plan and this Contract.

- 4.2.3 If the Operating Company is a consortium, partnership or joint venture, a single Operating Company's Management System and Quality Plan shall be established for this Contract. All elements of the single Operating Company's Management System shall be presented and headed under the banner of the Operating Company, not as extracts from the Management Systems of any of the individual members of the consortium, partnership or joint venture. All provisions of this Contract shall apply to the Operating Company's Management System and the Quality Plan.
- 4.2.4 The Operating Company shall appoint an Operating Company's Management System Manager in accordance with the requirements of Schedule 3 Contract Management, Section 2 Key People.
- 4.2.5 The Operating Company's Management System Manager shall have day to day responsibility for all matters related to the Operating Company's Management System and shall be the Operating Company's point of contact for all day to day issues related to the Operating Company's Management System.
- 4.2.6 The Operating Company shall prepare and submit the Quality Plan to the Director in accordance with the requirements stated in Schedule 1 Conditions of Contract, Clause 4 Quality Management.
- 4.2.7 The Quality Plan shall describe the Operating Company's arrangements for the management of quality for all Operations. Arrangements shall include all processes and procedures required by this Contract to fulfil the contractual obligations and meet the requirements and objectives of the Scottish Ministers.
- 4.2.8 Such arrangements and the Records referred to in Schedule 3 Contract Management, Section 4 Systems, Plans & Records, 4.2 Operating Company Management System & Quality Plan, 4.2.2 (h) shall evidence compliance with the Construction Products Regulations 2013 and The Construction Products (Amendment etc.) (EU Exit) Regulations 2019 and shall



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identify all changes to products and specifications and enable the verification and traceability of all processes and products used in connection with Operations and Works.

- 4.2.9 The Quality Plan shall identify the sequence and interaction of the Operating Company's processes necessary to fulfil the requirements of the Management System and this Contract.
- 4.2.10 The Quality Plan shall include details of all Hold Points identified in or required by this Contract, including Operating Company's Hold Points and the Scottish Ministers' Hold Points.
- 4.2.11 The Quality Plan shall set out the details of the Operating Company's personnel, including:
- (a) The names, roles, responsibilities and authority of the Core Management Team and Key Staff as stated in Schedule 3 Contract Management, Section 2 Key People that are to be employed in Operations. This shall include the line of command and communication links between all Parties involved in the delivery of Operations by the Operating Company under this Contract in the form of annotated charts,
  - (b) A description of the arrangements for the interfaces with and between the:
    - (i) Operating Company,
    - (ii) Contractors,
    - (iii) Sub-contractors,
    - (iv) Suppliers of any tier,
    - (v) Works Contractors, and
    - (vi) Any other necessary interfaces,
  - (c) A description of the arrangements for the interface with the Director and the Director's staff, including any proposals for a partnering leadership board as required by Schedule 3 Contract Management, Section 1 Introduction, 1.3 Collaboration & Partnering or similar arrangement,
  - (d) A description of the arrangements for the interface with the Performance Audit Group, and
  - (e) A description of the Operating Company procedure to ensure integration and collaboration with all Parties to establish an integrated team.
- 4.2.12 The Quality Plan shall stipulate the Operating Company's arrangements for liaison and meetings between the Operating Company and contractors, sub-contractors, suppliers of any

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tier, Works Contractors, the Director, Operational Partners and any third Parties or interested Parties.

- 4.2.13 The Quality Plan shall stipulate the Operating Company's arrangements for managing information required by and used in connection with this Contract including as a minimum procedures for:
- (a) Receiving, recording, storing, managing and transferring information,
  - (b) Ensuring the security of all information at all times,
  - (c) Ensuring the integrity and availability of all information at all times,
  - (d) Preventing access to the information by unauthorised persons, and
  - (e) Preventing the misuse of the information by authorised and unauthorised persons.
- 4.2.14 The Quality Plan shall stipulate the Operating Company's documented procedures, including method statements, to:
- (a) Secure the effective implementation of Operations and Works,
  - (b) Enable the procurement of all activities required for Operations and Works, and
  - (c) Ensure the provision by the Operating Company to the Director of all information and Records in respect of Operations and Works, including the procurement of such information from others by the Operating Company,
- as required by this Contract.
- 4.2.15 The Quality Plan shall stipulate the Operating Company's documented procedures for the management and control of sub-contracts (including contractors, sub-contractors and suppliers of any tier), including as a minimum its procedures for assessing all contractors, sub-contractors and suppliers for quality, environmental compliance, health and safety and quality control capabilities.
- 4.2.16 The Quality Plan shall stipulate the Operating Company's arrangements for Application for Payment and invoice preparation and the provision of documented evidence that it has discharged its obligations under this Contract for everything for which payment under this Contract shall be claimed. This shall include as a minimum documented procedures for complying with the requirements of Schedule 1 Conditions of Contract, Clause 5 Payment.
- 4.2.17 The Quality Plan shall stipulate regular documented and recorded reviews by the Operating Company of its own performance in fulfilling its obligations under this Contract. These reviews shall encompass:

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- (a) Management reviews and audits to monitor and demonstrate control over the implementation of the Operating Company's Management System, Quality Plan, Operations and Works,
- (b) The control of all documentation, including showing the identification and traceability of documents, document issues and status,
- (c) The control of documentation recording the verification, review, comments, approval, consent to and releases in respect of Operations and Works,
- (d) All documentation and information that this Contract requires the Operating Company to provide to the Director or to keep available at the Operating Company's offices or depots for inspection or audit by, or on behalf of, the Director and the Performance Audit Group,
- (e) Compliance by the Operating Company with this Schedule 3 Contract Management, Section 4 Systems, Plans & Records, and
- (f) Recording and monitoring of Defects, Non-Conformances and the introduction and implementation of any remedial and preventive action.

4.2.18 The Quality Plan shall set out a schedule for each Annual Period for internal audits by the Operating Company of the Operating Company's own activities, contractor activities, sub-contractor activities and supplier of any tier activities and the Operating Company's Management System. This schedule shall include the timing and scope of each audit.

4.2.19 The Quality Plan shall identify the Contract Personnel responsible for the initiation, maintenance and upgrading of the Operating Company's Management System during the Contract Period including as a minimum:

- (a) The identification of the Contract Personnel responsible for monitoring compliance with the Operating Company's Management System in respect of the Operations,
- (b) The identification of the Contract Personnel responsible for the adequacy of the Operating Company's Management System and Quality Plan and Records produced, and
- (c) The identification of the Contract Personnel responsible for document control.

4.2.20 The Quality Plan shall document the Operating Company's methods for monitoring and measuring the Operating Company's Management System processes to be able to demonstrate to the Director and Performance Audit Group the ability of its processes to achieve the planned results.

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4.2.21 The Quality Plan shall document the Operating Company's arrangements for the measurement and monitoring of the competence and resilience of the Contract Personnel deployed to deliver the service. This shall include as a minimum collation of Operating Company data required by Schedule 3 Contract Management, Section 9 Measuring Performance for staff turnover, staff absence, hours worked per employee and training.

4.2.22 The Quality Plan shall set out procedures to allow:

- (a) The implementation of the AMPS,
- (b) The implementation of the Carbon Management System,
- (c) The use of the AMPS,
- (d) The collection, recording and updating of data needed to provide a full and accurate Inventory of the Trunk Road, and
- (e) The updating of all Contract documentation to conform to current Legislation.

4.2.23 The Quality Plan shall make provision for any other matter which may be brought to the attention of the Operating Company by the Director or the Performance Audit Group and which as a result shall be incorporated into the Operating Company's Management System and the Quality Plan.

### **4.3 Environmental, health & safety management**

4.3.1 The Operating Company's Management System shall stipulate the Operating Company's arrangements for the effective environmental management of Operations and Works by the Operating Company in accordance with the other provisions of this Contract, Legislation and BS EN ISO 14001: 2015, including as a minimum:

- (a) The development of an environmental policy,
- (b) The identification by the Operating Company of environmental aspects, objectives, targets, programmes, training and communication requirements,
- (c) The inclusion by the Operating Company of environmental aspects in method statements and procedures, including those for operational control and emergency response,
- (d) The development of procedures by the Operating Company relating to environmental implementation, control, Records and corrective and preventive action,
- (e) The establishment by the Operating Company of a register of relevant legal requirements, and

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- (f) Procedures to address any other requirements of BS EN ISO 14001: 2015 that have not been addressed by the Operating Company in other parts of the Operating Company's Management System.

4.3.2 The Operating Company shall appoint a Health, Safety and Risk Manager in accordance with the requirements of Schedule 3 Contract Management, Section 2 Key People.

4.3.3 The Health, Safety and Risk Manager shall have day to day responsibility for all matters related to the health and safety requirements of the Operating Company's Management System. The Health, Safety and Risk Manager shall report to the Operating Company's Management System Manager.

4.3.4 The Operating Company shall prepare the health and safety part of the Operating Company's Management System based on a complete assessment of the activities which it will undertake.

4.3.5 The Operating Company's Management System shall stipulate the Operating Company's arrangements for the effective health and safety management of Operations and Works in accordance with the other provisions of this Contract, statutory requirements and BS ISO 45001:2018: or equivalent, including as a minimum:

- (a) The development of a health and safety policy,
- (b) The identification of health and safety aspects, objectives, targets, programmes, training and communication requirements,
- (c) The inclusion of health and safety aspects in method statements and procedures,
- (d) The development of procedures relating to health and safety implementation, control, Records, corrective action and preventive action, and
- (e) Procedures to address any other requirements of BS ISO 45001:2018 or equivalent that have not been addressed by the Operating Company in other parts of the Operating Company's Management System.

### **4.4 Monitoring, auditing of the Operating Company Management System**

4.4.1 The Director will have in place procedures for monitoring the Operating Company's Management System and the Quality Plan. These procedures shall result in:

- (a) Reports, including reports on hazards identified in Hazard Notices and Observations Resulting from Inspection,
- (b) Matters subject to Notices of Non-Conformance, and

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- (c) Matters subject to Defaults, Non-Conformances and Defects including, where appropriate, Notices of Non-Conformance and Remedial Notices,  
that will be provided by written notice to the Operating Company.

- 4.4.2 The Operating Company shall, within a period of eight (8) weeks or such other shorter period as may be specified by the Director, take due cognisance of such reports, correct the Defaults, Non-Conformances and Defects, prevent continuance of the Non-Conformances, investigate the root causes of the Non-Conformances and initiate all necessary actions including, where appropriate, procedural change required to prevent recurrence of any such events.
- 4.4.3 From time to time it may be considered appropriate by the Director to raise a Notice of Non-Conformance outwith the formal audit process. Should such a situation arise, the Operating Company shall take all necessary corrective actions and initiate all necessary actions required to prevent recurrence of any such events.
- 4.4.4 The Operating Company shall integrate these corrective and other actions into the Operating Company's Management System and, in particular, into the documented control management and working procedures, including method statements.
- 4.4.5 The Operating Company shall meet the requirements of British Standard ISO 9001:2015 – Quality Management System for the planning and undertaking of internal audits. During the first Annual Period, the Operating Company shall, as a minimum, undertake auditing of its relevant activities, and the activities of its contractors, sub-contractors and suppliers of any tier as described in Schedule 3 Contract Management, Appendix 4 Systems, Plans & Records, Attachment 4.1 Operating Company Internal Audit Schedule. During the first Annual Period the Operating Company shall undertake audits as described in Schedule 3 Contract Management, Appendix 4 Systems, Plans & Records, Attachment 4.1 Operating Company Internal Audit Schedule in proportion to the number of months in the first Annual Period.

Notwithstanding the minimum requirements in Schedule 3 Contract Management, Appendix 4 Systems, Plans & Records, Attachment 4.1 Operating Company Internal Audit Schedule, the Operating Company shall plan and undertake internal audits according to the status and importance of the processes.

- 4.4.6 During the second and subsequent Annual Periods, the Operating Company may propose to the Director amendments to the audit programme. Any proposals that seek to omit audits shall be supported by evidence of performance from audits already undertaken under this Contract or by other means. Replacement audits shall be selected on the basis of the status

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and importance of the processes and the performance of the Operating Company. Changes to the audit programme shall only be implemented with the consent of the Director.

- 4.4.7 Proposals to omit or replace audits within the second or subsequent Annual Periods shall be submitted to the Director for consent no later than twenty-five (25) Working Days before the commencement of each Annual Period. Should no such proposals for change to the audit programme be made or if the Director does not give consent to the proposals, then auditing shall be undertaken as described in Schedule 3 Contract Management, Appendix 4 Systems, Plans & Records, Attachment 4.1 Operating Company Internal Audit Schedule.
- 4.4.8 The Operating Company shall undertake the first internal audit of any element of the Operating Company's Management System no later than twelve (12) weeks after the commencement date of the relevant activity.

### **4.5 Records**

- 4.5.1 The Operating Company shall prepare and maintain a detailed Records Register in electronic format identifying all Records retained at the Central Office, the Records Retention Periods and the expiry date of the Records Retention Period for each Record.
- 4.5.2 Not later than thirty (30) days prior to the Operations Commencement of Service Date, the Operating Company shall submit its proposals for the Records referencing system for the Records contained within the Records Register for the written consent of the Director.
- 4.5.3 The referencing system for the Records shall allow the identification of Records with different Records Retention Periods.
- 4.5.4 The Operating Company shall include documented procedures to control the processes required by this Schedule 3 Contract Management, Section 4 Systems, Plans & Records in the Operating Company's Management System.
- 4.5.5 Not later than thirty (30) days prior to the Commencement of Service Date, the Operating Company shall submit to the Director for written consent details of its policy and documented procedures to meet the requirements of the Scottish Ministers Code of Practice on the Discharge of Functions by Scottish Public Authorities under the Freedom of Information (Scotland) Act 2002 (the "Information Acts") and the Environmental Information (Scotland) Regulations 2004.
- 4.5.6 From the Operations Commencement Date until the Termination Date, the Operating Company shall provide and maintain storage facilities for all Records. Records required in accordance with Schedule 3 Contract Management, Appendix 4 Systems, Plans & Records, Attachment 4.2 Schedule of Records to be Transferred by Operating Company to Successor

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Organisation, shall be stored in accordance with the requirements of Schedule 5 Specification & Drawings, 071AR Creation, Maintenance and Submission of Documents and other Media and with a minimum resolution of 300 dots per inch for scanned documents.

- 4.5.7 The Records shall have a defined file structure using the headings given in Schedule 3 Contract Management, Appendix 4 Systems, Plans & Records, Attachment 4.2 Schedule of Records to be Transferred by Operating Company to Successor Organisation. Contemporary Records that do not form part of the Schedule 3 Contract Management, Appendix 4 Systems, Plans & Records, Attachment 4.2 Schedule of Records to be Transferred by Operating Company to Successor Organisation requirements shall be stored in electronic format using the defined file structure, where appropriate. If Contemporary Records do not fit the Schedule 3 Contract Management, Appendix 4 Systems, Plans & Records, Attachment 4.2 Schedule of Records to be Transferred by Operating Company to Successor Organisation headings, extra headings shall be added to the file structure by the Operating Company.
- 4.5.8 Not later than thirty (30) days prior to the Operations Commencement of Service Date, the Operating Company shall submit details of its proposed storage facilities for Electronic Copy and hard copy Records for the written consent of the Director. The storage facilities holding Electronic Copy and hard copy Records relating to the Unit shall be located at the Central Office.
- The storage facilities shall allow ready retrieval of the Records and both the storage facilities and the Records shall be maintained in good condition and without degradation.
- 4.5.9 Where Records are created or maintained on a computer or other electronic storage device, the Operating Company shall provide backup storage for the Records and the Records Register in a secure and fireproof facility that is separate from the Central Office. Such facility shall be subject to the prior written consent of the Director.
- 4.5.10 The Operating Company shall retain Records for the Records Retention Period referred to in Schedule 3 Contract Management, Appendix 4 Systems, Plans & Records, Attachment 4.3 Records Retention Periods.
- 4.5.11 Where the Records Retention Periods for certain Records are not specified in Schedule 3 Contract Management, Appendix 4 Systems, Plans & Records, Attachment 4.3 Records Retention Periods, the Records Retention Period shall be ten (10) years from creation of Record unless instructed otherwise by the Director.
- 4.5.12 The Operating Company shall provide an electronic Copy of the Records Register, or any of the Records, to the Director or the Performance Audit Group within five (5) Working Days of receiving a written request from either the Director or the Performance Audit Group.



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- 4.5.13 Contemporary Records shall be provided by the Operating Company in or an alternative format as agreed with or required by the Director or the Performance Audit Group.
- 4.5.14 At the end of the appropriate Records Retention Period for any particular Record, the Operating Company shall destroy the Record in a manner that ensures it can no longer be read, copied, duplicated or reproduced.
- 4.5.15 When any particular Record has been destroyed in accordance with Schedule 3 Contract Management, Section 4 Systems Plans & Records, 4.5.14, the Records Register shall be updated to show details of its destruction. The Director will use the Records Register to check from time to time that Records are being destroyed in accordance with these requirements.
- 4.5.16 During the Mobilisation Period and by no later than ninety (90) days after the end of the Mobilisation Period, the Operating Company shall both initiate and obtain a handover of the Historical Records and associated Records Register from the previous operating company. Within fifteen (15) Working Days of receiving such Historical Records and the previous operating company's Records Register, the Operating Company shall include all such documents in its Records Register at the Central Office, including the date(s) of delivery to the Central Office.
- 4.5.17 Subject to an Order, the Historical Records that are received only in hard copy shall be digitised to comply with the storage requirements of this Contract. The Operating Company shall submit a register of Historical Records:
- (a) That it has digitised, and
  - (b) For which it proposes to destroy the hard copies,
- to the Director for consent. Destruction of Historical Records shall be subject to the written consent of the Director.
- 4.5.18 The Operating Company shall check the adequacy of all Historical Records against the details recorded in the Records Register transferred by the previous operating company. Within six months of the Commencement of Service Date, the Operating Company shall provide a report to the Director in a format that accords with the requirements in Schedule 3 Contract Management, Appendix 4 Systems, Plans & Records, Attachment 4.4 Historical Records Report.
- 4.5.19 During each Annual Period the Operating Company shall receive, register, file, store and maintain all Contemporary Records in the Central Office.

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- 4.5.20 For Contemporary Records, the Records Register shall be fully searchable, with hyperlinks included to the actual Records.
- 4.5.21 Within five (5) Working Days:
- (a) After the commencement of each Annual Period, and
  - (b) After the end of the final Annual Period,
- the Operating Company shall provide an electronic Copy of the Records Register referred to in this Schedule 3 Contract Management, Section 4 Systems, Plans & Records, 4.5 Records to the Director.
- 4.5.22 Throughout each Annual Period, the Operating Company shall update the Records Register to reflect changes to the data required to be produced, registered, filed, stored and maintained in the Central Office.
- 4.5.23 At any time after 31 December in the penultimate Annual Period, the Director may request the Operating Company to provide an Electronic Copy of the Records referred to in Schedule 3 Contract Management, Appendix 4 Systems, Plans & Records, Attachment 4.2 Schedule of Records to be Transferred by Operating Company to Successor Organisation. The Operating Company shall provide these within twenty-five (25) Working Days of the Director's written request.
- 4.5.24 During the final Annual Period, the Director shall provide the Operating Company with details of the successor organisation. At any time during the final Annual Period the successor organisation will contact the Operating Company to obtain Records. The Operating Company shall provide suitable facilities to enable the successor organisation to carry out its contractual obligations to obtain Records without unreasonable delay. The Operating Company shall hand over the Records Register and all original Records referred to in Schedule 3 Contract Management, Appendix 4 Systems, Plans & Records, Attachment 4.2 Schedule of Records to be Transferred by Operating Company to Successor Organisation to the successor organisation and shall provide any other information required by the Director. The hand over shall be completed to the satisfaction of the Director no later than ten (10) Working Days prior to the Termination Date.

## **5 Stakeholder and Customer Engagement**

### **5.1 Engagement Strategy and Procedures**

- 5.1.1 The Scottish Trunk Road network has a wide variety of customers including drivers, communities which the Trunk Road passes through, transport industry bodies and utility companies. Key stakeholders include Scottish Ministers, neighbouring roads authorities and the supply chain. Successful engagement will be pivotal in delivering exceptional service to our customers and stakeholders.
- 5.1.2 The Operating Company shall appoint a dedicated Engagement Manager in accordance with requirements of Section 2 Key People. The Engagement Manager will be responsible for driving a service of excellence which balances customer need and satisfaction with operational requirements. The Engagement Manager shall promote a proactive, innovative and collaborative approach with respect to stakeholder and customer engagement to ensure that Transport Scotland's Roads Customer Service Standard is adhered to.
- 5.1.3 The Engagement Manager shall lead on all aspects of customer and stakeholder engagement including media, enquiries, briefing requests and complaints and shall ensure alignment with other aspects of the Contract that impact on the customer experience including Incident Management, Winter Service and journey time reliability.
- 5.1.4 In accordance with the requirements of Section 2 Key People, the Operating Company shall also appoint dedicated staff to the following key roles, who shall report to the Engagement Manager:
- (a) Customer Care Officer,
  - (b) Correspondence Officer, and
  - (c) Media and Information Officer.
- 5.1.5 The Operating Company shall have within the Operating Company's Management System and Quality Plan documented procedures for dealing with all aspects of all types of enquiries including calls, correspondence, briefing requests, complaints and media requests and for the reporting of all requirements as detailed within Section 5 Stakeholder and Customer Engagement.
- 5.1.6 The Operating Company shall develop an engagement strategy in order to inform the development of:
- (a) Unit-Specific Communications Plan including:
    - (i) Media relations,

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- (ii) Digital platforms (websites and social media),
- (iii) Marketing and advertising, and
- (iv) Literature and publications

- (b) Customer care plan,
- (c) Customer information services plan,
- (d) Community engagement plan,
- (e) Complaints handling procedure,
- (f) Incident response plan, and
- (g) Winter Service Plan.

5.1.7 The Operating Company shall provide a quarterly update on engagement matters in a format to be agreed with the Director.

5.1.8 The Operating Company shall attend quarterly meetings with the Director, on a date to be set by the Director, to review the effectiveness of the Operating Company's engagement plan and to agree any improvements or amendments for the following quarter. As a minimum the meeting shall include input from the following Key Staff:

- (a) Customer Care Officer,
- (b) Media and Information Officer,
- (c) Correspondence Officer,
- (d) Incident Liaison Officer,
- (e) Severe Weather Manager,
- (f) Journey Time Reliability Coordinator, and
- (g) Landscape Architect.

5.1.9 The Operating Company shall attend the Transport Scotland Roads Customer Care Forum in accordance with the requirement of Schedule 3 Contract Management, Appendix 5 Stakeholder and Customer Engagement, Attachment 5.1 Customer Care Forum.

The Customer Care Forum will review and report on progress and improvements in the customer care field and the Engagement Manager shall work collaboratively as part of this forum.

5.1.10 The Operating Company shall undertake a quarterly review and analysis of all incoming enquiries, calls, correspondence, complaints and media requests to identify trends and

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propose to the Director actions to be taken to address the underlying causes. The review shall also consider the efficiency and effectiveness of processes used to manage all such enquiries as well as the quality, timeliness and effectiveness of outgoing responses in order to identify and target areas for improvement with the objective of reducing correspondence and complaints as well as improving customer experience. The Operating Company shall report the outcome of the review to the Director in a format to be agreed and thereafter meet with the Director to discuss the outcome and provide an update on actions taken as a result of the previous review.

### **5.2 Customer and Stakeholder Management**

- 5.2.1 The Operating Company shall appoint a dedicated Customer Care Officer in accordance with requirements of Section 2 Key People.
- 5.2.2 The Operating Company shall undertake a customer and stakeholder mapping exercise within the first Annual Period. The customer and stakeholder mapping exercise shall identify, prioritise and understand all customers and stakeholders. The Operating Company shall also identify the most effective communication methods for customers and stakeholders, and the level of engagement required and thereafter build trust and manage expectations of customers and stakeholders. The Operating Company shall review and update the customer and stakeholder mapping every twelve (12) months in accordance with the requirements of Schedule 3 Contract Management, Appendix 5 Stakeholder and Customer Engagement, Attachment 5.2 Operating Company Stakeholder Management Plan..
- 5.2.3 The Operating Company shall develop, for the approval by the Director, a customer care plan which will consider customer needs, propose methods for regular engagement and introduce service improvements or innovative solutions across the business with the aim of improving the customer experience. Progress shall be recorded and submitted to the Director quarterly in a format to be agreed with the Director.
- 5.2.4 Transport Scotland engages with customers periodically through a series of road user and stakeholder surveys. These surveys provide a broad range of views and opinions to inform the management of the Trunk Road of the Unit, and identifies current road user and stakeholder priorities and satisfaction levels. The Operating Company is required to review the findings from these surveys in the Annual Period in order to develop and implement an action plan for improving customer and stakeholder satisfaction.
- 5.2.5 Subject to an Order, the Operating Company shall research the needs of customers and the impacts that the work of the Operating Company has on customers within that specific unit, including as a minimum seeking feedback on how the Operating Company could improve

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experience of roadworks on the Trunk Road. The Operating Company shall propose research topics to the Director for approval setting out the likely benefits to be gained and thereafter report on the outcome providing recommendations for the wider use of any solutions supported by the research.

- 5.2.6 The Operating Company shall develop and agree an annual community engagement programme with the Director. The programme shall focus on leading on or attending community engagements, building relationships, educating and promoting work to customers, liaising with Community Councils, recording lessons learned and implementing new initiatives for operational matters. Where engagements have a policy implication, the Operating Company shall inform the Director in sufficient time so that consideration can be given to suitable representation at the event.

### **5.3 Communications Planning**

- 5.3.1 Working in conjunction with the Director, the Operating Company shall develop a comprehensive communications strategy in the form of an Annual Unit Specific Communications Plan for publicising and promoting to customers and stakeholders its role in delivery of services under this Contract.
- 5.3.2 During the Mobilisation Period, as part of developing its communication strategy and Annual Unit Specific Communications Plan, the Operating Company shall be required to:
- (a) Gain an understanding of the Scottish Government's and Press Transport Scotland's communications policies in respect of the Unit,
  - (b) Familiarise itself with the communication procedures of the Scottish Government and Press Transport Scotland, and
  - (c) Develop procedures which ensure consistency between communications released by the Scottish Government and Press Transport Scotland and those which are issued by the Operating Company.
- 5.3.3 No later than twenty-five (25) Working Days prior to the Commencement of Service Date, the Operating Company working in conjunction with the Director shall develop and submit for the Director's consent a Unit Specific Communications Plan for the first Annual Period.
- 5.3.4 The Operating Company shall identify key groups of customers and stakeholders with whom it needs to communicate. These groups shall include as a minimum Transport Scotland, the local, regional and national media, Operational Partners, neighbouring community councils, local councils and Members of the Scottish Parliament. This Annual Unit Specific Communications Plan shall, as a minimum, include proposals for:

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- (a) Proactive management of a wide range of both incoming and outgoing communications including dealing with positive and adverse publicity and disseminating information efficiently and effectively,
- (b) Managing proactive and reactive media opportunities, including those relating to sensitive issues that may attract media attention,
- (c) Meeting current standards for digital communications, including how these will be resourced to ensure they are updated on a regular, ongoing basis until the Service End Date,
- (d) Managing the relationship with the Director and Press Transport Scotland including:
  - (i) A process for deciding whether publicity should be handled directly by the Operating Company or through Press Transport Scotland,
  - (ii) A process for keeping Press Transport Scotland informed about all relevant issues, and
  - (iii) A process for deciding whether to use Transport Scotland or Operating Company branding on publicity,
- (e) Providing stakeholders with opportunities to discuss their needs and give feedback on the Operating Company's Unit Specific communications plan,
- (f) Responding to customer and stakeholder feedback,
- (g) Publicising and promoting its annual Winter Service Plan,
- (h) Developing and agreeing appropriate strategies for different levels of communication in relation to Schemes, Core Operations, Ordered Operations and Works Contracts according to their importance, complexity and potential impact on the reliability of journey times, and
- (i) Regular monitoring and reporting to the Director on the effectiveness of the Unit Specific Communications Plan, including suggestions for improvements.

5.3.5 No later than twenty-five (25) Working Days prior to the commencement of the second Annual Period and each subsequent Annual Period, the Operating Company shall review its current Annual Unit Specific Communications Plan and develop and submit an updated plan to the Director for consent.

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- 5.3.6 Press Transport Scotland will provide advice to the Operating Company regarding the text for all newsletters and other publicity materials and communications. The Operating Company shall agree the nature and extent of any external advertising with the Director.
- 5.3.7 The Operating Company shall make available to customers, and issue to, neighbouring community councils, local councils, Members of the Scottish Parliament and other relevant stakeholders, a quarterly e-newsletter. Its proposals for the content of this quarterly e-newsletter and its proposals for actively seeking voluntary signatories for receipt of this information shall be submitted to the Director for written consent prior to issue of the quarterly e-newsletter and or implementation by the Operating Company of its said proposals.
- 5.3.8 The Operating Company shall ensure that the Engagement Manager liaises with other relevant staff, including but not limited to those listed below, before, during and after planned and unplanned disruptive events and Incidents to ensure that plans, communications and messages retain a customer focus and to evaluate their effectiveness thereafter:
- (a) Severe Weather Manager,
  - (b) Incident Liaison Officer,
  - (c) Journey Time Reliability Co-ordinator,
  - (d) Media and Information Officer,
  - (e) Customer Care Officer,
  - (f) Traffic Customer Care Line Operator,
  - (g) Traffic Scotland Operator, and
  - (h) The Director.
- 5.3.9 The Operating Company shall ensure that all communications have an appropriate customer focus and that the Engagement Manager oversees collaboration between the Customer Care Officer and the Media and Information Officer in the development and production of:
- (a) Communications strategy and plans,
  - (b) Educating customers about the Units' operations,
  - (c) A Unit specific website that meets customer needs within its design,
  - (d) Messages that align with Transport Scotland marketing plans and activities, and
  - (e) Publications and marketing materials.



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### **5.4 Media relations and enquiries**

- 5.4.1 The Operating Company shall appoint personnel in accordance with the requirements of Schedule 3 Contract Management, Section 2 Key People to deliver the Media and Information Officer role, manage and execute the Annual Unit Specific Communications Plan.
- 5.4.2 The Media and Information Officer shall ensure that Press Transport Scotland is given the opportunity to comment on proposed media statements prior to their release in accordance with the media enquiries procedure detailed in Schedule 3 Contract Management, Appendix 5 Stakeholder and Customer Engagement, Attachment 5.3 Roads Enquiries.
- 5.4.3 The Media and Information Officer shall provide Press Transport Scotland, Operational Partners and the appropriate Relevant Organisations, with sufficient information to enable advance notice to be given for all Core Operations, Ordered Operations, including Schemes, Works Contracts, road closures, diversions and the like which are likely to affect the reliability of journey times. The Media and Information Officer shall agree in advance the extent of any related publicity or advertising with Press Transport Scotland and the Director.
- 5.4.4 The Media and Information Officer shall attend quarterly review meetings, on dates to be notified by the Director, with Press Transport Scotland and the Director to review the effectiveness of the Annual Unit Specific Communications Plan and to agree any improvements or amendments for the following quarter.
- 5.4.5 The Media and Communications Manager shall attend biannual meetings, on dates to be notified by the Director, with all media and communications officers of operating companies for Trunk Road networks outside the Unit, Press Transport Scotland and the Director to review the effectiveness of Unit Specific Communication Plans and strategies and to agree any improvements and or new or revised objectives for the following six months.
- 5.4.6 All enquiries to the Operating Company from television companies, radio stations and the press shall be dealt with by the Media and Information Officer.
- 5.4.7 The Media and Information Officer shall operate in accordance with the media enquiries procedure stated in Schedule 3 Contract Management, Appendix 5 Stakeholder and Customer Engagement, Attachment 5.3 Roads Enquiries.
- 5.4.8 The Operating Company shall maintain an electronic register of all media enquiries it receives and replies to in relation to the Unit or to this Contract, as required in Schedule 3 Contract Management, Appendix 5 Stakeholder and Customer Engagement, Attachment 5.4

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Media Enquiries Form. The register shall be available for inspection at all times by the Director and the Performance Audit Group.

- 5.4.9 No later than thirty (30) days prior to the Commencement of Service Date, the Operating Company shall submit to the Director for written consent its proposed arrangements for dealing with media enquiries received between 08:00 hours and 17:00 hours on each Working Day, and any received outside these hours. The Operating Company's proposals shall provide out of hours cover that matches the potential needs of Press Transport Scotland, driven by its 24 hours news service, and which ensures staff of suitable knowledge and experience are available to authorise the release of information when necessary.
- 5.4.10 Where such correspondence, enquiries or complaints (including verbal or any other form of contact) are received from representatives of any media organisation or correspondents that the Operating Company believes may be working for a media organisation or on a freelance basis, it shall follow the procedure specified in Schedule 3 Contract Management, Appendix 5 Stakeholder and Customer Engagement, Attachment 5.4 Media Enquiries Form.

### **5.5 Advertising boards and customer signs**

- 5.5.1 Operating Company advertising boards, other than the customer information signs required by paragraph 5.5.3 of Section 5.5 Advertising Boards, Customer Signs and Leaflets, shall not be allowed on or adjacent to the Unit except at the entrance to compounds.
- 5.5.2 The signs of the type shown in Schedule 5 Specification & Drawings Appendix 1/21 Information Boards are in place at key locations on the Unit, as detailed in Schedule 3 Contract Management, Appendix 5 Stakeholder and Customer Engagement, Attachment 5.5 Location of Existing Network Customer Information Signs.
- 5.5.3 No later than thirty (30) days prior to the Commencement of Service Date, the Operating Company shall submit to the Director for written consent, the proposed locations of network customer information signs and the details of the logo that it proposes to utilise on these signs. Such signs shall be in the form shown in Schedule 5 Specification & Drawings, Appendix 1/21 Information Boards.
- 5.5.4 On receipt of the Director's written consent, the Operating Company shall manufacture suitable signs containing the logo. These signs shall be installed in accordance with the requirements of Schedule 5 Specification & Drawings, 110SR Information Boards.
- 5.5.5 Network customer information signs shall be maintained in accordance with the requirements of Schedule 5 Specification & Drawings, 6119AR Maintenance of Road Traffic Sign, Bollards & Marker Posts.

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### **5.6 Unit specific website**

- 5.6.1 The Operating Company shall host a Unit-specific website that complies with the requirements of Schedule 1 Conditions of Contract, Clause 3 Time, 3.2 Mobilisation Period.
- 5.6.2 In addition to the requirements detailed in Schedule 1 Conditions of Contract, Clause 3 Time, 3.2 Mobilisation Period, the Operating Company shall utilise its Unit-specific website for the following matters:
- (a) Demonstrate added value to a more local audience by providing timely, accurate and reliable information on issues being faced by the Unit, to allow informed decisions to be made on travel arrangements. Such information shall include how, where and when the normal operation of the Trunk Road network has been affected and how it will impact on users,
  - (b) Highlight in a transparent manner what the Operating Company is doing to proactively manage and monitor the Trunk Road network, and
  - (c) Provide greater detail on roadworks, closures, Incidents and Special Event occurring on the Unit than the information published on the Traffic Scotland website. Such information shall include dates and timings of such events similar to that logged within the Roadworks Module.
  - (d) Provide clear information to the public on the claims process with a link to the documents set out within Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations.

The Unit-specific website shall not duplicate the Traffic Scotland website.

- 5.6.3 The Operating Company shall manage and keep the Unit-specific website up to date on a daily basis until the Service End Date and shall:
- (a) Supply the Director with monthly reports on usage figures on all pages contained within the Unit-specific website, and
  - (b) Remove or amend content or structure if requested by the Director.

### **5.7 Social Media**

- 5.7.1 The Operating Company shall use social media for communications with customers. Proposals to use social media shall be submitted to the Director for his written consent by no later than thirty (30) days prior to the Commencement of Service Date.
- 5.7.2 During the Mobilisation Period the Operating Company shall review the previous operating company's policy and actions when communicating with its customers using social media.

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The Director will provide access to social media accounts maintained by the previous operating company and the Operating Company's proposals for the use of social media shall provide continuity for this service.

5.7.3 When the Director gives written consent for the use of social media, the Operating Company shall:

- (a) Ensure that information provided through social media is accurate and kept up to date at all times,
- (b) Moderate third party comments when possible, and
- (c) Remove any information provided through social media if instructed to do so by the Director.

When posting information or otherwise administering content of social media, the Operating Company shall comply with Schedule 3 Contract Management, Appendix 5 Stakeholder and Customer Engagement, Attachment 5.6 Use of Social Media.

### **5.8 Correspondence and enquiries**

5.8.1 The Operating Company shall appoint a dedicated Correspondence Officer in accordance with Section 2 Key People.

5.8.2 Operating Company shall take ownership of and manage all correspondence, calls and briefing requests from all sources, including those forwarded by the Traffic Customer Care Line Operator. The Operating Company shall respond to all enquiries in accordance with the requirements and timescales detailed in Schedule 3 Contract Management, Appendix 5 Stakeholder and Customer Engagement, Attachment 5.3 Roads Enquiries.

5.8.3 Where Transport Scotland require a response, the Operating Company shall provide their reply in the format prescribed by the Director.

5.8.4 The Operating Company shall maintain an electronic register of all calls and correspondence that it receives and responds to relating to the Operating Company or this Contract. The information recorded in the register in respect of each correspondence received from any source shall include as a minimum the following information.

- (a) Date of receipt of call or correspondence,
- (b) Source of including whether it is verbal or written,
- (c) Details of the enquiry, including whether it is related to the Equality Act 2010,
- (d) Whether the enquiry requires a response, anticipated and actual date for closure

## Scottish Trunk Road Network Management Contract North East Unit

- (e) Date of issue of written information to the Director, with reference number and transmittal method,
- (f) Date of issue and a copy of the Director's signed reply to the originator,
- (g) Date of issue and a copy of any direct reply from the Operating Company to the originator, and
- (h) Any follow up actions or commitments to be taken by either the Operating Company or the Director.

5.8.5 The Operating Company shall produce a monthly summary report for the preceding month, by the fifteenth (15) day of each month, until the Service End Date. The reports shall include as minimum the following information in a format to be agreed with the Director:

- (a) Number of calls, correspondence requests and complaints received from all sources,
- (b) Number of calls, correspondence requests and complaints requiring a response,
- (c) Number of calls, correspondence requests and complaints responded to within contractual timeframes,
- (d) Number of calls, correspondence and complaint acknowledgements responded to within time and out with time, aligning with timescales set out in Schedule 3 Contract Management, Appendix 5 Stakeholder and Customer Engagement Attachment 5.3 Roads Enquiries,
- (e) Number of briefings, draft letters or legislative requests from Transport Scotland Officials by type,
- (f) Average response times for all calls, correspondence and complaints,
- (g) Number of commitments completed within the due date, and
- (h) Number of commitments not completed within the due date.

5.8.6 The Operating Company shall maintain a register of all commitments and follow-up actions to be taken by either the Operating Company or the Director and shall report progress on these items to the Director each quarter.

5.8.7 The Operating Company shall produce an annual summary by the thirtieth (30) April each year, covering the preceding Annual Period, until the Service End Date in a format to be agreed with the Director. This shall summarise the monthly reports and include a progress update on improvements and agree amendments or additional processes to ensure continuous improvement.

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5.8.8 When the Operating Company determines that other Operational Partners may be affected by any enquiries received, the Operating Company shall immediately notify, liaise and coordinate its response with the appropriate Operational Partners as required.

### **5.9 Complaint Handling**

5.9.1 The Operating Company shall comply with the requirements detailed in Schedule 3 Contract Management, Appendix 5 Stakeholder and Customer Engagement, Attachment 5.7 Roads Complaints Handling Procedure. This applies to all complaints from customers expressing their dissatisfaction with services, policies, actions and decisions that relate to the Operating Company.

5.9.2 In accordance with Schedule 3 Contract Management, Appendix 5 Stakeholder and Customer Engagement, Attachment 5.7 Roads Complaints Handling Procedure, the Operating Company shall publish on the Operating Company website their complaints handling procedure.

5.9.3 The Operating Company shall maintain an electronic register of all complaints it receives relating to the Operating Company or this Contract. The information recorded in the register in respect of each complaint received from any source shall include all information specified in Schedule 3 Contract Management, Appendix 5 Stakeholder and Customer Engagement, Attachment 5.8 Roads Complaints Register.

5.9.4 The Operating Company shall produce a monthly summary report for the preceding month by the fifteenth (15<sup>th</sup>) day of each month until the Service End Date. The report shall contain, as a minimum, the reporting information detailed within Schedule 3 Contract Management, Appendix 5 Stakeholder and Customer Engagement, Attachment 5.7 Roads Complaints Handling Procedure in a format to be agreed with the Director.

5.9.5 The Operating Company shall produce an annual summary by the fifteenth (15<sup>th</sup>) April each year, covering the preceding Annual Period until Service End Date in a format to be agreed with the Director.

5.9.6 The Operating Company shall notify the Director of any particularly difficult, serious or sensitive complaint.

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### **5.10 Traffic Scotland Customer Care Line**

- 5.10.1 To complement information provided by the traffic Scotland information service, Transport Scotland provides its customers with timely and accurate travel information relating to Scotland's strategic Trunk Road network through a customer care telephone line. The Traffic Customer Care Line Operator serves as an external point of contact for customers with enquiries and to report incidents or problems relating to roads maintained by the Operating Company.
- 5.10.2 The Director will provide details of the Traffic Customer Care Line Operator and will notify the Operating Company in writing of any changes made to the Customer Care Line Operator role and or telephone number during the Contract Period.
- 5.10.3 The Operating Company shall liaise with the Traffic Customer Care Line Operator during the Mobilisation Period, including attending at least one meeting prior to the Commencement of Service Date.
- 5.10.4 Following the Commencement of Service Date, the Operating Company shall meet with the Traffic Customer Care Line Operator and the Director on a biannual basis to provide feedback, share a six (6) month look ahead for events and roadworks and to improve the coordination arrangements between the Operating Company and the Traffic Customer Care Line Operator in delivering service and enhancing the customer experience. The Operating Company shall provide to the Director a record of the meeting.
- 5.10.5 The Operating Company shall provide all necessary resources including competent, trained and experienced Contract Personnel on duty 24 Hours to deliver the requirements relating to the Traffic Customer Care Line as defined within this part.
- 5.10.6 The Operating Company shall provide the Customer Care Line Operator and Transport Scotland with a dedicated, 24 hours a day, telephone number and email address throughout the term of this Contract for all communications.
- 5.10.7 The Operating Company shall provide the Director and the Traffic Customer Care Line Operator with this contact information no later than thirty (30) days prior to the Commencement of Service Date. The Operating Company shall notify the Director and Traffic Customer Care Line Operator immediately of any alteration to the contact information provided.

#### **Public Enquiries and Reports of Incidents or Problems**

- 5.10.8 In addition to the Traffic Customer Care Line, Transport Scotland will provide customers with a web-based portal incorporated within AMPS. This will allow customers to submit

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information either directly into to the system or via the Traffic Customer Care Line Operator. It will also display information on any existing reports and allow customers to track progress via an online tool. The Operating Company shall be capable of receiving all such incoming information either by telephone, email or AMPS.

- 5.10.9 The Operating Company shall respond to all enquiries and reports of incidents or problems received from any source, including direct contact from members of the public through AMPS or the Traffic Customer Care Line Operator within the required timescales, in accordance with Schedule 3 Contract Management, Appendix 5 Stakeholder and Customer Engagement, Attachment 5.3 Roads Enquiries.
- 5.10.10 The Operating Company shall perform an initial classification of all enquiries and reports of incidents or problems immediately on receipt. The classification shall consider the nature of the case based on an assessment of risk to road users. Where uncertainty exists a higher level of response shall be adopted until certainty can be obtained. The Operating Company shall allocate appropriate resources and record the following details in AMPS:-
- (a) Cases requiring urgent attention shall be classified as an incident and dealt with in accordance with Schedule 2 Scope, Section 7: Network Operations – Disruption Risk Management.
  - (b) Cases requiring routine attention shall be subjected to an Ad-hoc Inspection (as defined within the Trunk Road Information Manual) within twenty four (24) hours.
  - (c) Cases requiring no immediate attention shall be specifically inspected during the next routine safety patrol or inspection (as defined within the Trunk Road Information Manual) and the findings recorded.
  - (d) Enquiries or requests for information shall be treated as correspondence in accordance with Schedule 3 Contract Management, Section 5.8 Correspondence and Enquiries.
  - (e) Complaints shall be dealt with in accordance with Schedule 3 Contract Management, Section 5.9 Complaint Handling.
  - (f) Cases which fall out within the boundary of the Unit shall be reallocated to the correct Operating Company or Road Authority immediately.
  - (g) Cases which cannot be progressed due to lack of clarity in the information shall be immediately referred back to the originating source requesting clarification.
- 5.10.11 The Operating Company shall provide customers who have requested a call-back with updates in accordance with the timescales detailed in Schedule 3 Contract Management,



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Appendix 5 Stakeholder and Customer Engagement, Attachment 5.3 Roads Enquiries. The Operating Company shall attempt to call the customer back at least three times. If unsuccessful in making contact, a note shall be added to the enquiry detailing the unsuccessful attempts with time and staff name.

- 5.10.12 The Operating Company shall record all post-triage actions, updates and responses in the appropriate part(s) of AMPS. The outcome(s) shall be recorded within AMPS such that they can be viewed by the customer via an online tracking tool contained within AMPS. Any defects observed during either the incident response or any subsequent inspections shall be recorded in accordance with the Trunk Road Information Manual. All customer calls shall be closed within twenty four (24) hours of completion of all relevant actions.

The Operating Company shall ensure that all staff using AMPS are trained in its use.

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### **6 Disclosure of information**

#### **6.1 Legislation & disclosure of information**

- 6.1.1 The Operating Company shall provide to the Director, on request, all information and relevant data requested in any information request received by the Director under the Information Acts, in order to allow the development of a response by the Director. Such information and data shall be provided to the Director in accordance with the requirements of Schedule 3 Contract Management, Appendix 5 Stakeholder and Customer Engagement, Attachment 5.3 Roads Enquiries.
- 6.1.2 When the Operating Company receives a direct request for information in relation to the Information Acts, it shall acknowledge receipt and explain to the requester that, as a private company, it is not subject to either the Environmental Information (Scotland) Regulations 2004 or the Freedom of Information (Scotland) Act 2002. The Operating Company shall offer to forward the request to Transport Scotland with the requester's permission or advise the requester to contact Transport Scotland directly.
- 6.1.3 When the Operating Company receives a request for a briefing note in relation to either:
- (a) Written or oral Parliamentary questions from Members of the Scottish Parliament, or
  - (b) Direct correspondence,
- And which relates to barriers to accessibility as defined by the Equality Act 2010, the Operating Company shall check whether the issue is registered within AMPS and thereafter update the register.
- 6.1.4 When the issue is not registered, the Operating Company shall notify the Director and the Director will discuss and agree with the Operating Company whether it should be registered.
- 6.1.5 The Operating Company acknowledges that the Director may be required under the Information Acts to disclose information (including confidential information) without consulting or obtaining consent from the Operating Company.
- 6.1.6 The Director shall take reasonable steps to notify the Operating Company of a request for confidential information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2002) to the extent that it is permissible and reasonably practical for it to do so and shall consider any reasonable and timely representations made by the other Party regarding the application of exemptions to the requested information.

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- 6.1.7 Notwithstanding any other provision in this Contract, the Director shall be responsible for determining in its absolute discretion whether any confidential information and/or any other information is exempt from disclosure in accordance with the Information Acts.

## **Scottish Trunk Road Network Management Contract North East Unit**

### **7 Control of Core & Ordered Operations**

#### **7.1 Documentation and procedures**

- 7.1.1 Contract control and management shall be undertaken by the Operating Company through the use of AMPS, including:
- (a) The submission of programmes, Bids and budgets for Schemes,
  - (b) Receiving Orders, recording details of Scheme delivery and making claims for payment, and
  - (c) Reporting on the material and transport carbon arising from the Operations.
- 7.1.2 The Operating Company shall supply the Director with a list of Contract Personnel who require access to AMPS. This list shall include each person's role and responsibilities under this Contract.
- 7.1.3 AMPS will hold a list of responsible persons nominated by the Operating Company and the Director and the Performance Audit Group who shall have authority to undertake transactions and to whom messages shall be passed when specific transactions shall be undertaken. As a minimum this list will contain:
- (a) Name,
  - (b) Organisation,
  - (c) E-mail address,
  - (d) Grade,
  - (e) Telephone contact details,
  - (f) Alternative point of contact – name, and
  - (g) Alternative point of contact – telephone contact details
- 7.1.4 The Operating Company shall include documented procedures in the Operating Company's Management System to deliver the requirements of this Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations.

Detailed requirements relating to the processes and procedures to be included in the Operating Company's Management System are stated throughout this Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations. Such requirements for processes and procedures shall apply to the Operating Company and its contractors, sub-contractors and suppliers of any tier when executing Operations.

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- 7.1.5 The Operating Company shall manage the budgets provided by the Scottish Ministers to ensure that:
- (a) The Scottish Ministers obtain value for money;
  - (b) The budgets are expended within the relevant time frames; and
  - (c) Activities, costs, liabilities, payments and the like are managed in a manner that ensures annual budgets or the collective budgets for all the Annual Periods are not exceeded.
- 7.1.6 The Operating Company shall appoint both a Business Manager and an Operating Company's Management System Manager to undertake the relevant key responsibilities over financial and contract management shown in Schedule 3 Contract Management, Appendix 2 Key People, Attachment 2.2 Role Profiles for Core Management Team & Key Staff.
- 7.1.7 No later than twenty-five (25) Working Days prior to the Commencement of Service Date, the Operating Company shall identify individuals from within its organisation who shall have responsibility for all elements of programme and budget preparation.

During the Mobilisation Period and for the duration of this Contract, the Operating Company shall train its Contract Personnel in programming and budget preparation and ensure that there are sufficient Contract Personnel trained to deliver the requirements of this Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations at all times.

### **Financial Management**

- 7.1.8 The Operating Company shall develop, implement and maintain written financial procedures in the Operating Company's Management System to ensure the robust estimates for Schemes subject to an Order. For such Schemes the Operating Company shall ensure that Records are maintained to provide an audit trail of all information relating to associated Bids. The financial commitment within the annual programme should not exceed the funds allocated for Operations by the Director.
- 7.1.9 The Operating Company shall develop, implement and maintain documented procedures in accordance with Schedule 5 Specification & Drawings, 071AR Creation, Maintenance and Submission of Documents and Other Media for:
- (a) The provision of Records for each Scheme, tracing the origin and location in the Unit of everything incorporated into the Unit by the Operating Company as part of each Scheme,

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- (b) The provision of Records for each Works Contract tracing the origin and location in the Unit of everything incorporated into the Unit by a Works Contractor as part of each Scheme,
- (c) The provision of Records substantiating the quantities and value of items for the Operations for which payment under this Contract is claimed by the Operating Company (this provision shall include all activities, regardless of the method of payment set out in Schedule 4 Measurement, Rates & Prices),
- (d) The provision of documented evidence that the Operating Company has discharged its obligations under this Contract in respect of all matters for which payment under this Contract is claimed, and
- (e) The provision of Records for the Carbon Management System in accordance with the requirements of Schedule 3 Contract Management, Section 1 Introduction, 1.5 Environmental Sustainability & Waste.

7.1.10 The Operating Company shall ensure that all quantities and measurements which form the basis of any Application for Payment are supported by the use of written financial procedures. Such written financial procedures shall ensure that:

- (a) Any information required by either the Operating Company or the Director is collected at the time of the measurement and is recorded within AMPS,
- (b) All measurements and quantities are recorded on Site copy Operations Instructions and pro-forma supporting forms as soon as reasonably practicable, and
- (c) There is a sufficient degree of internal control specified within such procedures to instruct, supervise and check the Operations, which ensures the correctness of such measurements and quantities and their recording in AMPS.

7.1.11 The Operating Company's written financial procedures shall include requirements that are applicable to the categories of Operations set out in Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.1 Categories of Operations.

The Operating Company's written financial procedures shall take account of the requirements of Schedule 5 Specification & Drawings, 071AR Creation, Maintenance and Submission of Documents and Other Media.

7.1.12 The Operating Company shall document and control all information transferred from the measurement processes referred to in this Schedule 3 Contract Management, Section 7

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Control of Core & Ordered Operations and, wherever relevant, such information shall be reconciled and verified with the source Records held by the Operating Company.

- 7.1.13 The Operating Company's written financial procedures shall ensure that the collation of Application for Payment information is controlled and verifiable. Records shall be maintained within AMPS to provide an audit trail for all information contained in such Application for Payment.
- 7.1.14 The Operating Company shall establish documented controls for the Application for Payments and payment processes as part of its written financial procedures contained within the Operating Company's Management System. Such documented controls shall ensure that the following information is contractually valid and correct in accordance with:
- (a) Rates and prices claimed under this Contract,
  - (b) Order numbers, Scheme Identifiers, Work Codes, Routes and combinations thereof,
  - (c) Series or item numbers, and
  - (d) The integrity of Application for Payment calculations including quantity, rate and price multiplication, additions of totals, subtotals and cumulative totals.
- 7.1.15 The Operating Company's documented controls shall require a review of Application for Payment and Application for Payment information by the Operating Company's Core Management Team prior to the submission of each Application for Payment to the Director.

### **Works Contract**

- 7.1.16 Works Contractor Application for Payment shall be submitted by the Operating Company to the Director in accordance with Schedule 5 Specification & Drawings, 071AR Creation, Maintenance and Submission of Documents and Other Media and with the procedures referred to within Schedule 3 Contract Management, Section 8 Procurement & Management of Schemes and this Section 7 Control of Core & Ordered Operations.
- 7.1.17 The Operating Company shall ensure that details of each Works Contract are logged within AMPS and shall contain the following information:
- (a) Scheme Identifier,
  - (b) Work Code,
  - (c) Appropriate Series/item number related to Work Code as described in Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.2 ,

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- (d) Unique Works Contract Instruction number,
- (e) Total Works Contract Instruction value for the Scheme within the Financial Year,
- (f) Cumulative total Works Contract Instruction value for the Scheme to date,
- (g) Tender value,
- (h) Date of Director award letter to Works Contractor,
- (i) Name of Works Contractor,
- (j) Monthly payment certified,
- (k) Payment application,
- (l) Period covered,
- (m) Total payments certified to date,
- (n) Retention value,
- (o) Contract control payment certification and monitoring forms as described in Schedule 3 Contract Management, Appendix 8 Procurement and Management of Schemes, Attachment 8.3 Contract Control Forms,
- (p) Actual Works on Site start date (or estimated prior to Works on Site commencing),
- (q) Actual Works on Site end date (or estimated prior to Works on Site finishing), and
- (r) On completion the quantity related to the appropriate item number as above.

7.1.18 AMPS will tag each monthly payment certified with date and time of issue and receipt.

- (a) Where a Works Contract includes more than one Scheme, the Operating Company is required to populate the necessary details for each Scheme,
- (b) A complete copy, including all information, of the Works Contractor's Application for Payment requesting payment issued immediately after the issue of the Certificate of Completion for the Scheme shall be held by the Operating Company for review by the Performance Audit Group, and
- (c) Submission of the Works Contractor's payment application shall be subject to controls and reviews by the Operating Company to allow accurate monthly reporting by the Operating Company to the Director.

7.1.19 The Operating Company such be responsible for making available the following within AMPS:



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- (a) Scheme Identifier,
- (b) Programmes,
- (c) Budgets,
- (d) Core Operations,
- (e) Bids,
- (f) Orders,
- (g) Works Contract Instructions,
- (h) Confirmation of Oral Orders,
- (i) Further Detailed Enquiries,
- (j) Further Detailed Directions,
- (k) Operations Instructions,
- (l) Scheme Completion Date,
- (m) Application for Payment or Works Contractor Application for Payment,
- (n) Payment Notified Records,
- (o) Payment Received Records,
- (p) Works Contract payment certification,
- (q) Professional Services register amendments or additions,
- (r) Trunk Roads damages claims,
- (s) Contract Price Fluctuation indices amendments, and
- (t) Carbon factors amendments.

### **Scheme Records**

7.1.20 For all Schemes the Operating Company shall enter into AMPS all information associated with the Scheme including textual documents, spreadsheets, databases, presentations, photographs, Drawings, programmes, Records and any other documentation or data relevant to that Scheme.

7.1.21 The following reports from AMPS shall be deemed Standard Reports to be produced by the Operating Company on a monthly basis, no later than the fourteenth (14th) day of the next month for the use of the Director and Performance Audit Group:

- (a) Order versus spend,

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- (b) Costs by item Series,
- (c) Application for Payment by Operations Instructions for current month,
- (d) Scheme Completion Date and Scheme Closure Date,
- (e) Payment Notified Record,
- (f) Works Contractors – tender costs and outturn costs,
- (g) Operations Schemes outturn costs compared to Estimated Bid Values,
- (h) Order register showing related Further Detailed Enquiries and Further Detailed Directions,
- (i) Further Detailed Enquiries,
- (j) Further Detailed Directions,
- (k) Bids not subject to an Order,
- (l) Schemes subject to an Order but not started,
- (m) Rates and prices for new items, and
- (n) Material and transport carbon outputs based on the actual quantities of material utilised in Operations as part of a Scheme. The Report will contain the following figures:-
  - (i) Total material carbon,
  - (ii) Total transport carbon,
  - (iii) Total carbon (sum of the two figures above)

7.1.22 Where particular Schemes or Orders, or parts of Schemes or Orders, are to be paid under Series 6500 time work schedule as referred to in Schedule 4 Measurement, Rates & Prices AMPS shall, as a minimum, be populated by the Operating Company with:

- (a) Operations Instruction identifier,
- (b) Scheme Identifier:
  - (i) Labour,
- (c) Each item number,
- (d) Quantity for each item,
- (e) Rate for each item,
- (f) Cost for each item,

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- (g) Total cost for all items:
  - (i) Plant,
- (h) Each item number,
- (i) Quantity for each item,
- (j) Rate for each item,
- (k) Cost for each item,
- (l) Total cost for each items:
  - (i) Plant from schedule of daywork Plant rates,
- (m) Quantity for Plant type,
- (n) Plant type cost from schedule of daywork Plant rates,
- (o) Percentage adjustment rate for Series/item,
- (p) Cost for Plant type
- (q) Total cost for all Plant types:
  - (i) Supplementary charges,
- (r) Invoice cost of each item,
- (s) Percentage adjustment rates and prices for each item,
- (t) Cost for invoice,
- (u) Total cost for all invoices:
  - (i) Materials,
- (v) Quantity for each material,
- (w) Rate for each material,
- (x) Cost for each material, and
- (y) Total cost for each material.

All in accordance with the other requirements of this Contract.

7.1.23 The Director shall be entitled to omit from payment any amounts due for Operations undertaken under time work schedule where the appropriate cost and measurement data in or other requirement of this Contract has not been recorded in AMPS.

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7.1.24 The back-up source documentation for the reports listed in Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.1 Documentation and Procedures, 7.1.22 shall be made available to the Director and the Performance Audit Group within AMPS.

### **7.2 Annual process**

7.2.1 The Operating Company shall manage and monitor budgets based on the Financial Year. The indicative annual budget will be notified to the Operating Company by the Director and will identify sums available for Core Operations, Ordered Operations and Works Contracts.

Annual budgets may be given for each of the following:

- (a) Structural maintenance (roads),
- (b) Strategic road safety,
- (c) Minor improvement Schemes,
- (d) Structures (including bridges), and
- (e) Routine and winter.

The Operating Company shall allocate and store annual budgets for all Operations and Works including a tag with date and time of issue and receipt and status, (draft number or consented to version).

7.2.2 The Business Manager shall have day to day responsibility for all matters related to budgetary expenditure and control and shall be the Operating Company's point of contact for all issues related to budgetary management and control specified in this Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations.

7.2.3 The financial management and monitoring process of programmes and budgets for this Contract shall be based on Operations based on Directors annual cycle of events.

7.2.4 Each annual cycle shall include the tasks described in Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.2 Annual Process, 7.2.6 to 7.2.19.

7.2.5 The Operating Company shall utilise the Work Codes as shown in Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.4 Work Codes (or as subsequently amended by the Director) in the generation of other elements within the system such as Application for Payment, Bids, Orders and Operations Instructions.

7.2.6 The Operating Company shall generate Core Operations in AMPS until the Service End Date. Core Operations will be outwith the annual Bid process but shall be included within the

## Scottish Trunk Road Network Management Contract North East Unit

one and three three-year maintenance programmes to fully record the commitment of annual budget.

7.2.7 Based on the identified future maintenance needs as described in Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.3 Programme Development the Operating Company shall submit via AMPS to the Director annually:

- (a) A draft ten-year (10) programme for Major Bridges of Ordered Operations, Core Operations and Works Contracts,
- (b) A draft five-year (5) programme for Major Bridges of Ordered Operations, Core Operations and Works Contracts,
- (c) A draft three-year (3) programme of Ordered Operations, Core Operations and Works Contracts,
- (d) A draft one-year (1) programme of Ordered Operations, Core Operations and Works Contracts,
- (e) Recommendations for improvements that could be incorporated into Operations and Works Contracts,
- (f) Recommendations for further Investigations required to enable Operations and Works Contracts to be accurately defined, and
- (g) Outline Bids, including preliminary estimates, for Operations and Works Contracts for the one-year, three-year, five-year (Major Bridges) and ten-year (Major Bridges) programmes.

The Operating Company shall meet with the Director to discuss the proposed programmes, recommendations and outline Bids in accordance with the requirements of Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.3 Programme Development and 7.4 Scheme Development.

7.2.8 The Director will confirm the accepted indicative programmes for Ordered Operations, Core Operations and Works Contracts to the Operating Company. The Director will confirm the indicative budget for the next Financial Year.

7.2.9 The Operating Company shall submit to the Director revised Bids within the timescales required in Tables 7.2.1 (a) and Table 7.2.1 (b) within Schedule 3, including:

- (a) Detailed estimates for each Operations and Works Contract,
- (b) A detailed one-year programme, and
- (c) A detailed financial profile.

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- 7.2.10 Bids shall be submitted in accordance with the requirements of Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.6 Bids. The Director may thereafter issue Orders to the Operating Company to undertake those Operations.
- 7.2.11 The Operating Company shall issue Operations Instructions for Operations.
- 7.2.12 For approved Scheme to be executed as a Works Contract, the Director will issue a Works Contract Instruction to the Operating Company. A Works Contract Instruction will not be issued until such time as Statements of Intent and Value for Money Assessments in accordance with the requirements of Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.4 Scheme Development have been submitted by the Operating Company and consented to by the Director.
- 7.2.13 The Operating Company shall make arrangements for consented to Works Contracts to be progressed and executed in accordance with the requirements of Schedule 2 Scope, Section 8 Design, Construction & Certification of Operations and Schedule 3 Contract Management, Section 8 Procurement & Management of Schemes.
- 7.2.14 The Operating Company shall monitor all Operations and Works Contracts and provide a monthly report to the Director demonstrating compliance with the one-year programme.
- 7.2.15 In the event of any deviation from the one-year programme, the Operating Company shall provide a revised programme to the Director indicating how Operations will be brought back onto programme.
- 7.2.16 All written correspondence, including e-mail, raised by the Operating Company with the Director relating to Schemes, Bids and Orders, shall be attached to the relevant Scheme details recorded within AMPS.
- 7.2.17 Where changes occur that have an effect on the financial value of Operations or Works Contracts, the Operating Company shall submit a revised Bid to the Director. The Director will consider such Bid and, at his discretion:
- (a) May issue a further Order, or
  - (b) Consent to the revised Bid for the Works Contract,
- to vary the value of any such Scheme.
- 7.2.18 For roads structural maintenance Schemes, the requirements of Transport Scotland's Pavement Maintenance Guidance will apply for Scheme programme preparation. For other Schemes the key activities and dates within the cycle will be as set out in Tables 7.2.1 (a) and Table 7.2.1 (b) within Schedule 3.

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7.2.19 The key dates and actions within the cycle of events for Scheme programme and budget preparation are those contained within Table 7.2.1 (a) and 7.2.1 (b).

Table 7.2.1 (a) Annual Process Timetable

Stage	Date	Action
1.	15 Aug	Operating Company shall supply to the Director by 15 August annually:  The draft ten-year programme (Major Bridges),  The draft five-year programme (Major Bridges),  The draft three-year programme, and  The draft one-year programme,  The Operating Company shall supply to the Director all of the information referred to in Schedule 3 section 7.2.7.
2.	15 Sept	Programme meeting – the Director will meet the Operating Company and discuss the draft programmes and estimates referred to in Schedule 3 section 7.2.7 by 15 September annually.
3.	15 Oct	The Director will confirm acceptance, or otherwise, of the following indicative programmes:  The indicative ten-year programme (Major Bridges),  The indicative five-year programme (Major Bridges),  The indicative three-year programme, and  The indicative one-year programme,  By 15 October annually together with an indicative budget for the next Financial Year as referred to in Schedule 3 section 7.2.8.
4.	15 Nov	The Operating Company shall submit to the Director by 15 November annually, revised Bids including:  (a) Detailed estimates for each Ordered Operations Scheme and each Works Contract associated with the one-year programme,  (b) A detailed one-year programme, and

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Stage	Date	Action
		(c) A detailed financial profile as referred to in Schedule 3 section 7.2.9.
5.	15 Jan	Orders – the Director will commence issuing Orders to the Operating Company from 15 January annually for Ordered Operations to be undertaken within the next Financial Year.
6.	Ongoing	Orders – the Director may, at his discretion, issue further Orders to the Operating Company for other Ordered Operations that he requires to be undertaken.  Orders for further Investigation, detailed Design, tender, procurement and construction of Schemes may be issued during the Financial Year.

Table 7.2.1 (b) Year 1 Annual Process Timetable

Stage	Latest Date	Action
1	12 weeks prior to the Commencement of Service Date or such other date as the Director may notify.	The Director will provide the Operating Company with such programme information as may be available.  The Director will provide an indicative budget for the next Financial Year as referred to in Schedule 3 section 7.2.8.
2	7 weeks prior to the Commencement of Services Date or such other date as the Director may notify	Operating Company shall supply to the Director the draft 8-month programme. The Operating Company shall supply to the Director all of the information referred to in Schedule 3 section 7.2.7.



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Stage	Latest Date	Action
3	6 weeks prior to the Commencement of Services Date or such other date as the Director may notify	Programme meeting - the Director will meet the Operating Company and discuss the draft 8-month programme and estimates referred to in Schedule 3 section 7.2.7.
4	4 weeks prior to the Commencement of Service Date or such other date as the Director may agree in writing.	The Operating Company shall submit to the Director revised Bids including: (a) Detailed estimates for each Ordered Operation Scheme and each Works Contract, (b) A detailed one-year programme, and (c) A detailed financial profile as referred to in Schedule 3 section 7.2.9.
5	2 weeks prior to Commencement of Service Date or such other date as decided by the Director.	Orders – the Director may issue Orders to the Operating Company for Ordered Operations to be undertaken within the Financial Year containing the Commencement of Service Date and, if appropriate, the following Financial Year.
6	8 weeks post Commencement of Service Date or such other date as the Director may notify	Operating Company shall supply to the Director: (a) The draft ten-year programme (Major Bridges), (b) The draft five-year programme (Major Bridges), (c) The draft three-year programme, and (d) The draft one-year programme  The Operating Company shall supply to the Director all of the information referred to in Schedule 3 section 7.2.7.

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Stage	Latest Date	Action
7.	10 weeks post Commencement of Service Date or such other date as the Director may notify	Programme meeting – the Director will meet the Operating Company and discuss the draft programmes and estimates referred to in Schedule 3 section 7.2.7.
8.	12 weeks post Commencement of Service Date or such other date as the Director may notify	The Director will confirm acceptance, or otherwise, of the following indicative programmes:  The indicative ten-year programme (Major Bridges), The indicative five-year programme (Major Bridges), The indicative three-year programme, and The indicative one-year programme,  Together with an indicative budget for the next Financial Year as referred to in Schedule 3 section 7.2.8.
9.	14 weeks post Commencement of Service Date or such other date as the Director may notify	The Operating Company shall submit to the Director, revised Bids including:  (a) Detailed estimates for each Ordered Operations Scheme and each Works Contract associated with the one-year programme, (b) A detailed one-year programme, and (c) A detailed financial profile as referred to in Schedule 3 section 7.2.9.
10	15 Jan	Orders – the Director will commence issuing Orders to the Operating Company from 15 January annually for Ordered Operations to be undertaken within the next Financial Year.

**7.3 Programme development**

7.3.1 The Operating Company shall undertake the various assessments and inspections described in Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.3 Programme Development.

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- 7.3.2 The Operating Company shall consider the findings of the most up to date of the following inspections and assessments as undertaken by the Director in determining future maintenance needs:
- (a) Road condition survey information provided through AMPS,
  - (b) Results of further Investigations, tests and surveys noted in this Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, carried out by the Operating Company as required by the Design Manual for Roads and Bridges,
  - (c) Asset, Defect and condition information recorded in AMPS referred to in Schedule 3 Contract Management, Section 4 Systems, Plans & Record and Schedule 2 Scope, Section 2 Defects, Hazard Notices and Observations Resulting from Inspections, and Schedule 2 Scope, Section 3 Inspection & Maintenance – Roads Including Landscape,
  - (d) Defects and condition information associated with bridges and other Structures recorded in AMPS referred to in Schedule 2 Scope, Section 4 Inspection & Maintenance - Structures,
  - (e) The results of the Sideways Coefficient Routine Investigation Machine (SCRIM) skidding resistance testing as detailed in Schedule 2 Scope, Section 3.7 Skid Resistance Management, and
  - (f) Potential road safety Schemes as referred to in Schedule 2 Scope, Section 11 Safety & Development – Road Safety Programme.
- 7.3.3 The Operating Company shall use the identified future maintenance needs when developing the programmes. The Operating Company shall record all of the maintenance programmes within AMPS in accordance with Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.5 Programmes & Profiles, 7.5.5.
- 7.3.4 For Structures maintenance Schemes, the Operating Company shall analyse the results of assessments and inspections described in Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.3 Programme Development in accordance with the Design Manual for Roads and Bridges together with any relevant guidance provided by the Director.
- 7.3.5 The Operating Company shall address the requirements of the Roads for All: Good Practice Guide for Roads on all proposed Schemes as part of the preparation and maintenance of the programmes.

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- 7.3.6 The Operating Company shall undertake the development of the programmes to meet the dates referred to in Tables 7.2.1 (a) and Table 7.2.1 (b) within Schedule 3. For roads structural maintenance Schemes, the dates contained within Transport Scotland's Pavement Maintenance Guidance shall apply. The development of programmes shall not be delayed pending the results of any ongoing inspections or assessments.
- 7.3.7 The Operating Company's analysis of assessments and inspections shall be presented in sufficient detail and in a format acceptable to the Director, to allow assessment of the proposed programme of maintenance Schemes.
- 7.3.8 Guidance on methods of analysis is provided in the Design Manual for Roads and Bridges. Any further Investigations required to clearly define Schemes and provide detailed estimates shall be identified as part of the Operating Company's proposed programme.
- 7.3.9 Where a maintenance Scheme is identified that encompasses a section of road that is scheduled to be replaced by a planned Scheme, the Operating Company shall consider deferring the maintenance Scheme. In such situations the Operating Company shall consider and report to the Director on the implications of such a deferral. The Director will either consent to or reject the deferral recommendations.

### **7.4 Scheme Development**

- 7.4.1 For Schemes covered by Transport Scotland's Pavement Maintenance Guidance or Transport Scotland's Ancillary Assets Scheme Development Guidance, the Operating Company shall comply with the requirements contained therein, which provides examples of Statements of Intent and Value for Money Assessments with sufficient detail to demonstrate to the Director that the proposed Scheme represents value for money. The Operating Company shall agree a timetable annually with the Director for the submission of Statements of Intent.
- 7.4.2 For all Schemes a timetable shall be agreed annually with the Director in accordance with Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operation, 7.2 Annual Process.

The timetable shall ensure that submission of Statements of Intent is in a timely and phased manner throughout the Financial Year, at least fifteen (15) Working Days prior to the submission of the construction Bid and at least twenty-five (25) Working Days prior to the commencement of any work, allowing time for effective consideration of each submission by the Director. The Operating Company shall ensure that Statements of Intent are developed and submitted for year two (2) and year three (3) programmes for consideration in order to accommodate any changes to programme or budget.

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- 7.4.3 Statement of Intent and Value for Money Assessment forms are provided at Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.5 Statement of Intent & Value for Money Assessment. These shall be used as appropriate for relevant Schemes when required by the financial thresholds set out in Section 7.
- 7.4.4 For all Schemes in excess of an Estimated Bid Value of £100,000, the feasibility of the Works Contractor sourcing at least twenty percent (20%) of the materials required for the Works from recycled, secondary or re-used sources shall be fully considered within Statements of Intent.
- 7.4.5 Where the analysis referred to in Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.3 Programme Development, 7.3.7 indicates conditions that may be responsive to a number of different treatments or solutions, the Operating Company shall submit a list of the different treatments or solutions together with a relevant whole life costing analysis as part of providing its recommended option to the Director.
- 7.4.6 Such information shall be in sufficient detail to provide an indicative Estimated Bid Value and a quantification of the extent of the Operations or the Works that are needed. The Director will either consent to or reject the recommendation.
- 7.4.7 For all Schemes subject to submission of a Statement of Intent, the list of accessibility barriers present within each Scheme shall be discussed with the Director to determine if all barriers can be addressed within the available budget. Thereafter, the Operating Company must seek sign off of the Equality Act Scheme pro-forma contained within Attachment 7.6 Equality Act Requirements from the Director. Director sign off will take place only after the Statement of Intent (scheme approval) has been fully completed and when barriers have been considered, and in general designed out, in the Design of a Scheme.
- 7.4.8 For all Schemes that may result in a permanent change to the Design or operations of the public transport corridors or infrastructure associated with the public transport corridors, the Operating Company shall consult and comply with the Safety Management Steering Group. This shall represent a Scottish Ministers' Hold Point in the Quality Plan.
- 7.4.9 For proposed roads structural maintenance (pavement) Schemes within Budget Series 0100 and 0300, the Operating Company shall submit Statements of Intent and, where appropriate, Value for Money Assessments to the Director in accordance with the timescales and financial thresholds given in Transport Scotland's Pavement Maintenance Guidance.
- 7.4.10 For proposed Schemes within Budget Series 1200 - Bridges and with an Estimated Bid Value of more than £50,000, the Operating Company shall submit to the Director for consent:

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- (a) A Statement of Intent for the Director's consideration using the form provided at Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.5 Statement of Intent & Value for Money Assessments.
  - (i) For Bridge Schemes with an Estimated Bid Value over £1,500,000 the Statement of Intent (inception) portion shall be submitted for review and approval by the Director prior to the subsequent submission of the Statement of Intent (Scheme Approval),
  - (ii) For Schemes with an Estimated Bid Value below £1,500,000 the full Statement of Intent (including inception and Scheme approval elements) shall be submitted in a single stage,
- (b) Details of any departures from the Design Manual for Roads and Bridges and Roads for All: Good Practice Guide for Roads,
- (c) An approval in principle, where appropriate under the Design Manual for Roads and Bridges,
- (d) A list of all accessibility barriers recorded in AMPS on the Equality Act Requirement form 1 or 2 Scheme pro-forma provided in Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.6 Equality Act Requirements and any other barriers identified, with:
  - (i) The estimated cost to resolve each item,
  - (ii) A recommendation itemising barriers that will be addressed within the proposed Scheme, and
  - (iii) Reasons for each item which is not being addressed in the proposed Scheme,
- (e) Background to the proposed scheme's final position in the priority list developed in accordance with the document *Structures Risk Prioritisation Tool – Methodology (March 2019)*, and.
- (f) Any other relevant information in support of the Scheme.

7.4.11 When the Estimated Bid Value of a Budget Series 1200 - Bridges Scheme is more than £1,500,000, a technical workshop shall be held between the Director and the Operating Company to discuss potential remedial options and proposals for further studies and Investigations. The Director may, at his sole discretion, instigate a technical workshop for Schemes less than or equal to £1,500,000.

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- 7.4.12 The Operating Company shall submit a written report containing the recommendations agreed at the technical workshop to the Director for consent within ten (10) Working Days of such workshop being held.
- 7.4.13 For proposed landscaping Schemes, to be Ordered Operations or a Works Contract with an Estimate Bid Value of over £1,000, the Operating Company shall complete a Statement of Intent (Scheme approval), which shall contain details that confirm the need for the Scheme, using the outline form provided in Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.5 Statement of Intent & Value for Money Assessments.
- 7.4.14 For all other non-Bridges proposed Schemes to be delivered as either Ordered Operations or Works Contract and with an Estimated Bid Value of over £10,000, the Operating Company shall complete a Statement of Intent, which shall contain details that confirm the need for the Scheme, using the form provided in Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.5 Statement of Intent & Value for Money Assessments. The Statement of Intent shall be accompanied by Value for Money Assessment and any further studies and Investigations that have been completed.
- (a) For Schemes with an Estimated Bid Value over £50,000 the Statement of Intent (inception) portion shall be submitted for review and approval prior to the subsequent submission of the Statement of Intent (Scheme Approval),
  - (b) For Schemes with an Estimate Bid Value between £10,000 and £50,000 the full Statement of Intent (including inception and Scheme approval elements) shall be submitted in a single stage.
- 7.4.15 Subject to an Order, the Operating Company shall undertake further studies and Investigations as required by the Director. Such further studies and Investigations may include, but not be limited to:
- (a) Analysis of the comparative costs of alternative solutions,
  - (b) Analysis of comparative costs of delaying Schemes, and,
  - (c) Value engineering and value management assessments.
- 7.4.16 For proposed Schemes to be delivered as Ordered Operations or a Works Contract where the estimated value of any Scheme is more than £1,000,000, a technical workshop shall be held between the Director and the Operating Company to discuss potential remedial options and proposals for further studies and Investigations. The Director may, at his sole discretion, instigate a technical workshop for any Scheme less than or equal to £1,000,000.

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- 7.4.17 The Operating Company shall submit a written report containing the recommendations agreed at the technical workshop to the Director for consent within ten (10) Working Days of such workshop being held.
- 7.4.18 The Operating Company shall take into account any additional requirements for Statements of Intent required by Schedule 2 Scope, Section 3 Inspection & Maintenance – Roads Including Landscape, 3.5 Landscape Development Process.
- 7.4.19 The Operating Company shall submit to the Director Bids and Statement of Intent information at least 25 Working Days before the planned activity start date.

### **7.5 Programmes & profiles**

- 7.5.1 For the Financial Year containing the Commencement of Service Date, the Operating Company shall not be required to submit the draft programmes referred to in Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.2 Annual Process, 7.2.7. Table 7.2.1 (b) of Schedule 3 specifies the stages and timescales to be followed for the Financial Year containing the Commencement of Service Date.
- 7.5.2 For each subsequent Financial Year, the Operating Company shall prepare and submit draft one-year, three-year, five-year (Major Bridges) and ten-year (Major Bridges) programmes covering all proposed Schemes to the Director using the steps and timescales referred to in:
- (a) Transport Scotland's Pavement Maintenance Guidance, and
  - (b) Table 7.2.1(a) of Schedule 3 Contract Management.
- 7.5.3 Draft one-year programmes shall contain the Schemes to be undertaken as Core Operations, Ordered Operations or Works Contracts proposed for the next Financial Year. Draft three-year, five-year and ten-year programmes shall contain all proposed Schemes for Operations at individual locations, that are Route based, or that are proposed as Works Contracts.
- 7.5.4 The Operating Company shall create and record within AMPS, the detailed one-year programme and financial profile to allow activity monitoring and appropriate financial control by the Director. Operations and Works Contract Schemes within a one-year programme shall contain the following information:
- (a) Work Code,
  - (b) Route number on all Routes,
  - (c) Scheme Identifier,
  - (d) The Scheme manager reference from the AMPS where one exists,



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- (e) Total Order Value of Scheme within the Financial Year,
- (f) Total Works Contract Instruction value for the Scheme within the Financial Year,
- (g) Estimated value of Scheme in Financial Year,
- (h) Start and end dates or each category of Operations or Works,
- (i) Percentage Design complete,
- (j) Tender documents to the Performance Audit Group date,
- (k) Tender issue date,
- (l) Tender award date, and
- (m) Final Application for Payment or invoice date

Programmes should be grouped as follows:

- (n) Roads,
- (o) Bridges,
- (p) Minor improvements, and
- (q) Accident Investigation and prevention

Each Scheme within a one-year financial profile shall contain the following fields:

- (r) Work Code,
- (s) Category of Operations or Works,
- (t) Route
- (u) Scheme Identifier,
- (v) Description of Scheme, and
- (w) Profiled estimate of total Order and Works Contract Instruction value for each Scheme for each month and with total for Financial Year.

### **7.6 Bids**

- 7.6.1 When submitting the detailed one-year programme, the Operating Company shall submit Bid reports to the Director for the next Financial Year that complement the detailed one-year programme. This shall be done within the timescale referred to in Table 7.2.1 (a) of this Section.
- 7.6.2 A Bid will be given a unique number by AMPS, and a unique Scheme Identifier to each Scheme within a Bid that will identify the Unit.

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Except where otherwise agreed by the Director, each Bid shall only contain only one (1) Scheme with the following fields for completion by the Operating Company:

- (a) The Scheme manager reference from AMPS where one exists,
- (b) Scheme Identifier,
- (c) Scheme Identifier under Work Code 9901 Activation where this Scheme Identifier replaces a Scheme Identifier created under Work Code 9901 Activation,
- (d) Route number or all Routes,
- (e) Work Code,
- (f) Structure Reference Number (if the Scheme relates to a Structure) from structures management of AMPS,
- (g) Locations – start and end of each link, section, chainage and geospatial polygon,
- (h) Locations – the Ordnance Survey grid reference or latitude/longitude of the start and the end of the Scheme,
- (i) Description of location,
- (j) Description of proposed Operations or Works,
- (k) Details of any restrictions,
- (l) Use of Professional Services and time work schedule rates greater than 50% of Estimated Bid Value,
- (m) Possible inclusion of Scheme in carbon emission monitoring based upon Work Code classification including recording of principal distance,
- (n) Proposed start and finish dates for each category of Operations or Works, and
- (o) Estimated Bid Value.

The Operating Company shall populate AMPS with detailed information justifying a Scheme within a module and reference using the Scheme Identifier.

7.6.3 A Bid for a Scheme shall separately identify all of the potential costs of the Scheme including:

- (a) Investigation,
- (b) Land acquisition,
- (c) Preparation of Statutory Orders,

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- (d) Design,
- (e) Operations on Site,
- (f) Supervision, and
- (g) Any other associated costs.

It shall not include Value Added Tax or the costs of Contract Price Fluctuation.

Each calculation of Estimated Bid Value within a Bid shall contain the following fields:

- (h) Estimated value of Operations in each Financial Year,
- (i) Estimated value of Works costs in each Financial Year,
- (j) Estimated value of Scheme in each Financial Year, and
- (k) Estimated cumulative value of Scheme for all Financial Years.

Estimated Bid Value shall be determined by the Operating Company as follows:

- (l) For Operations, the relevant rates and prices held within AMPS shall be used with estimated quantities to develop the Estimated Bid Value, and
- (m) For Works, rates and prices from recent similar Works Contracts shall be used with estimated quantities to develop the Estimated Bid Value.

This total breakdown shall be included within each Estimated Bid Value.

7.6.4 The Operating Company shall seek consent from the Director through Works Contract Instructions for:

- (a) Developments in a Works Contract that lead or may lead to changes in cost or value as soon as they become apparent to the Contract Administrator, and
- (b) Changes or expected changes in the bills of quantities, programme, milestone schedules and the like allowed for in the Works Contract that may affect the final cost or value of the Works Contract,

In accordance with the requirements stated in Schedule 3 Contract Management, Section 8 Procurement & Management of Schemes.

7.6.5 In addition to the submission of the annual detailed one-year programme of Bids to the Director, further Bids may be submitted by the Operating Company at any time during the Financial Year. Further Bids submitted during the Financial Year shall relate to:

- (a) Amending existing Bids, either in terms of work content or value, or
- (b) Additional Schemes.

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- 7.6.6 When a further Bid relates to an additional Scheme, the Operating Company shall comply with the requirements to provide examples of Statements of Intent and Value for Money Assessments with sufficient detail to demonstrate to the Director that the proposed Bid represents value for money and submit the Bid to the Director at least twenty-five (25) Working Days before the proposed Scheme commencement date. Work relating to such Bids shall not commence until ordered by the Director.
- 7.6.7 The Operating Company shall identify each element of an Estimated Bid Value, as to Design, Investigation and construction, to enable the element to be consented to or ordered separately at the Director's sole discretion.

### **7.7 Orders for operations & Works Contract Instructions**

- 7.7.1 Each Operation will be given an Order number by AMPS. This is a unique numbering system for the Unit.

AMPS will be used by the Director to generate Scheme Identifiers and issue standalone Orders based on Bids submitted by the Operating Company.

AMPS will be used by the Director to generate free standing Orders not based on Bids.

Each Scheme within an Order shall contain the following information provided by the Operating Company:

- (a) Scheme Identifier,
- (b) The Scheme manager reference from the AMPS where one exists,
- (c) Route number or all Routes,
- (d) Work Code,
- (e) Structure Reference Number (if the Scheme relates to a Structure),
- (f) Locations – start and end of each link section, chainage and geospatial polygon,
- (g) Locations – the Ordnance Survey grid reference or latitude/longitude of the start and the end of the Scheme,
- (h) Description of location,
- (i) Description of proposed Operations,
- (j) Details of any restrictions,
- (k) Required start and finish dates for each category of Operations or Works,
- (l) Total Order Value of Scheme within the Financial Year,

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- (m) Cumulative Total Order Value of Scheme to date,
- (n) Scheme Completion Date, and
- (o) Scheme Closure Date.

An issued Order will not be capable of being altered. Any changes will require the issue of a further Order by the Director.

The Director may vary the work content, the extent or the value of a Scheme that is subject to an Order by issuing a further Order.

### 7.7.2 Schemes fall into two categories:

- (a) Schemes where the Scheme Identifier remains the same over the complete period of the Scheme and may cover a number of Financial Years. These shall be Site or Route specific Schemes generally related to structural pavement maintenance, planned general repair, technical survey, strategic road safety, minor improvement, Structures maintenance and general bridge maintenance, together with all Schemes undertaken as Works Contracts, or
- (b) Schemes where the Scheme Identifier relates only to the Financial Year of the Order.

Should the Operating Company have any doubt as to the category of a Scheme, it shall seek written clarification from the Director.

7.7.3 Where Operations for a Scheme have not been completed within the Financial Year, the Operating Company shall issue a Bid for the next Financial Year to cover the completion of such Operations. Operations that are undertaken in one Financial Year shall not be inserted into an Application for Payment using an Order from a previous Financial Year, unless the Operating Company is instructed to do so by the Director.

7.7.4 Orders for Schemes with an Estimated Bid Value of less than £1,000,000 may be issued by the Director and generally shall be based upon the Bids submitted by the Operating Company.

7.7.5 The Director may generate Scheme Identifiers and issue Orders that are not based upon Bids submitted by the Operating Company.

7.7.6 The Director may vary the work content, extent and value of a Scheme by issuing a further Order.

7.7.7 Where Schemes with an Estimated Bid Value of more than £1,000,000 are required by the Director, such Schemes shall be approved and controlled in accordance with paragraph

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7.2.12 of Section 7.2 Annual Process through the issue of a Works Contract Instruction by the Director.

7.7.8 The Director will issue Works Contract Instructions through AMPS generally based upon Bids submitted by the Operating Company. The Director may generate Scheme Identifiers and issue Works Contract Instructions that are not based upon Bids submitted by the Operating Company.

7.7.9 Each Works Contract Instruction will be given a number by AMPS. This is a unique numbering system for the Unit.

AMPS will be used by the Director to generate Scheme Identifiers and issue standalone Works Contract Instructions based on Bids submitted by the Operating Company.

Each Scheme within a Works Contract Instruction shall contain the following fields provided by the Operating Company:

- (a) Scheme Identifier,
- (b) The Scheme manager reference from the AMPS where one exists,
- (c) Route number or all Routes,
- (d) Work Code,
- (e) Structure Reference Number (if the Scheme relates to a Structure),
- (f) Locations – start and end of each link section, chainage and geospatial polygon,
- (g) Locations – the Ordnance Survey grid reference or latitude/longitude of the start and the end of the Scheme,
- (h) Description of location,
- (i) Description of proposed Operations,
- (j) Details of any restrictions,
- (k) Required start and finish dates for each Category of Operations or Works,
- (l) Total Works Contract Instruction value for the Scheme within the Financial Year,
- (m) Cumulative Total Order Value of Scheme to date,
- (n) Scheme Completion Date, and
- (o) Scheme Closure Date.

An issued Works Contract Instruction will not be capable of being altered. Any changes will require the issue of a further Works Contract Instruction by the Director.

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The Director may vary the work content, the extent or the value of a Scheme which is the subject of a Works Contract Instruction by issuing a further Works Contract Instruction.

### 7.8 Further detailed enquiries & directions

7.8.1 The Operating Company shall submit any requests for clarifications regarding Operations to be undertaken via a Further Detailed Enquiry to the Director. All clarifications sought verbally or electronically shall be confirmed by the issue of a Further Detailed Enquiry within two (2) Working Days of the clarification being sought.

7.8.2 AMPS will automatically allocate to each Further Detailed Enquiry a unique Further Detailed Enquiry reference number. A Further Detailed Enquiry shall contain as a minimum the following information provided by the Operating Company:

- (a) Unique Further Detailed Enquiry reference number,
- (b) Subject heading,
- (c) Enquiry details,
- (d) Solutions or options being proposed,
- (e) Requested date for response,
- (f) Scheme Identifier to which the Further Detailed Enquiry refers,
- (g) Original Order or Works Contract Instruction number on which the Scheme was originally issued,
- (h) Operating Company contact name, and
- (i) Further Detailed Direction reference number of response.

The issue of a Further Detailed Direction with a Further Detailed Enquiry number lodged in it will tag the Further Detailed Enquiry as completed. It will be impossible to issue a Further Detailed Enquiry without a valid Scheme Identifier and valid Order or Works Contract Instruction.

7.8.3 A Further Detailed Enquiry shall contain detailed cost implications relevant to the nature of the enquiry.

7.8.4 The Director has sole discretion as to whether or not it is appropriate to issue a response to a Further Detailed Enquiry.

7.8.5 In those cases where a general enquiry is being made through a Further Detailed Enquiry, the routine services activity Scheme and Order shall be used.

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- 7.8.6 The Director will issue a Further Detailed Direction to the Operating Company either in response to a Further Detailed Enquiry, or when considered appropriate, to clarify or provide further details in respect of existing Orders.
- 7.8.7 A Further Detailed Direction shall be treated by the Operating Company as if it was an Order issued under this Contract except where there is a financial impact, in which case the Bid and Order processes set out in this section must be followed.
- 7.8.8 The Director will issue a Further Detailed Direction. AMPS will store all Further Detailed Directions generated and tag with date/time of issue and receipt. The Operating Company shall enter the actual completion date.
- 7.8.9 The Director has sole discretion as to whether or not it is appropriate to issue a Further Detailed Direction in response to a Further Detailed Enquiry.
- 7.8.10 When a Further Detailed Enquiry or Further Detailed Direction is issued, the Order register shall be updated to identify that a dependent Further Detailed Enquiry or Further Detailed Direction exists.
- 7.8.11 Within ten (10) Working Days of the completion of the Further Detailed Direction, the Operating Company shall enter the date into AMPS that it completed all parts of the Further Detailed Direction.

### **7.9 Oral orders**

- 7.9.1 On receipt of an oral Order, the Operating Company shall issue a Confirmation of Oral Order with a Bid to cover the Operations that are the subject of such oral Order to the Director by 10:00 hours of the next Working Day. A Confirmation of Oral Order shall, as a minimum, contain the following information:
- (a) Unique Confirmation of Oral Order reference number,
  - (b) Trunk Road Directorate contact who issued the oral Order,
  - (c) Date and time when oral Order was issued,
  - (d) Bid identifier associated with the Confirmation of Oral Order,
  - (e) Scheme Identifier(s) included in supporting Bid,
  - (f) Comments, and
  - (g) Operating Company contact name.

AMPS will allocate automatically a unique Confirmation of Oral Order reference number to each Confirmation of Oral Order.



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7.9.2 Within one (1) Working Day of receipt of a Confirmation of Oral Order and the supporting Bid, the Director will:

- (a) Issue an Order accepting the Bid as submitted and respond to the Confirmation of Oral Order with a Further Detailed Direction, or
- (b) Issue an Order revising the Bid as submitted and confirm the changes made using a Further Detailed Direction, or
- (c) Issue a Further Detailed Direction explaining why he considers that an oral Order has not been issued.

7.9.3 Should the Operating Company for any reason not issue a Confirmation of Oral Order and Bid to cover an Oral Order within the timescale described in Schedule 3, Section 7 Control of Core & Ordered Operations, 7.9 Oral Orders, 7.9.1 or should the Director for any reason not undertake one of the actions referred to in Schedule 3, Section 7 Control of Core & Ordered Operations, 7.9 Oral Orders, 7.9.2 within the relevant timescale, then such Order shall be deemed to be terminated with immediate effect and the Operating Company shall terminate the relevant Operations as quickly as possible.

### **7.10 Operating Company Operations Instructions**

7.10.1 The Operating Company shall issue Operations Instructions for the undertaking of all Operations. AMPS will generate Operations Instructions to each of which shall be allocated a unique identifier. No Operations Instruction shall be capable of being generated unless a Scheme Identifier Work Code and Order number or 9901 Activation is identified and logged on the Operations Instruction.

7.10.2 The Operating Company shall place an estimated quantity against each itemised rate. AMPS will then multiply the quantity with the rate to produce subtotals for each item which shall then be totalled to generate the estimated cost of the Operations Instruction. This shall be in a format such that on completion actual measured quantities can be entered and downloaded to the active Application for Payment for that month.

7.10.3 Each Operations Instruction within a Scheme shall contain the following information:

- (a) Unique Operations Instruction identifier,
- (b) Scheme Identifier,
- (c) Original Order number,
- (d) Work Code,
- (e) AMPS Defect identifier,

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- (f) Damage to Crown Property identifier if appropriate,
- (g) The items within the Schedule of Rates and Prices specified Schedule 4 Measurement, Rates and Prices to be used for the Operations. Changes to Series or items shall only be made prior to commencement of Operations and normally as a consequence of Design requirements,
- (h) The estimated quantities related to each item. Changes to estimated quantities shall only be made prior to commencement of Operations and normally as a consequence of Design requirements,
- (i) For those item numbers detailed in Schedule 4 Measurement, Rates and Prices, insertion of a principal distance sum for carbon monitoring purposes for the main material utilised within the Scheme,
- (j) The estimated value of the Operations generated from the two foregoing,
- (k) Route number,
- (l) Location (link, section, chainage plus a written description),
- (m) Description of proposed Operations, and
- (n) Proposed start and finish dates.

Each Scheme within an Operations Instruction shall be capable of holding additional data as yet unspecified by the Director.

7.10.4 AMPS will provide facilities for recording Site data associated with each Operations Instruction and shall contain, as a minimum, the following:

- (a) Reasons for changes made on Site (written description).

Changes to estimated quantities made on Site:

- (b) Actual measured quantities related to each item,
- (c) Date Operations on Site commenced,
- (d) Date Operations on Site completed,
- (e) Name of authorised Site sign off,
- (f) Name of countersigning manager, and
- (g) Principal distance of main material used within the Scheme.

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- 7.10.5 The Operating Company shall use AMPS to issue Operations Instructions to its Contract Personnel engaged on Operations and its contractors, sub-contractors and suppliers of any tier.
- 7.10.6 All Operating Company depots and sub-offices shall have the capacity to issue paper copies of Operations Instructions to Contract Personnel engaged on Operations, omitting the Series and items within the Schedule of Rates and Prices. The paper Site copy of each Operations Instruction shall include a section allowing Site changes to Operations to be recorded together with the reasons for such changes.
- 7.10.7 For Budget Series 0100, 0300, 0800, 0900, 1200 and Work Code 9803, (other than for those Operations Instructions raised in respect of Category 1 Defects), any Operations Instruction shall have an estimate of the principal distance for the Scheme inserted within it in accordance with the requirements of Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.3 Calculations required for Carbon Emissions Report.
- 7.10.8 The Operating Company shall record all changes on each Site Operations Instruction including any changes to the Operations undertaken or to the quantity of work undertaken. All such changes shall be recorded at the Site either prior to, or at the completion of, the Operations.
- A copy of this Site Operations Instruction shall be retained in the depot sub-office with a copy returned to the Central Office within five (5) Working Days of the Operation being completed.
- 7.10.9 An Operating Company authorised member of Contract Personnel shall sign off each Site Operations Instruction to verify that the nature and extent of the Operations shown on the Operations Instruction, including any changes, were necessary and were undertaken satisfactorily.
- Each Site Operations Instruction shall be countersigned by the Operating Company's authorised manager responsible for the Operations.
- 7.10.10 The Operating Company shall record in AMPS all measurements, including changes to Operations Instructions and reasons for differences to estimated quantities that have been recorded on the Site copy of the Site Operations Instruction, within five (5) Working Days of completion of the Operations.

### **7.11 New rates**

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7.11.1 Where the Operating Company considers that the items within the Schedule of Rates and Prices are not applicable to the Operations to be undertaken and proposes to use:

- (a) Rates or prices deduced from applicable rates and prices as referred to in Schedule 1 Conditions of Contract, Clause 5 Payments together with a suitable breakdown, or
- (b) Rates or prices by measurement and valuation in accordance with fair rates and prices as referred to in Schedule 1 Conditions of Contract, Clause 5 Payments, or
- (c) A Lump Sum Quotation as referred to in Schedule 1 Conditions of Contract, Clause 5 Payments,

it shall use the procedure described at Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.11 New Rates, 7.11.2 to 7.11.8.

7.11.2 The Operating Company shall submit to the Director in accordance with the requirements of Schedule 1 Conditions of Contract, Clause 5 Payment, 5.2 Valuation of Operations:

- (a) A proposed item description, a unit of measurement and a rate or price deduced from applicable rates and prices, or
- (b) A rate or price in accordance with fair rates and prices, with a supporting calculation of the build-up of such rate or price, or
- (c) A quotation supported by calculations showing the build-up of the price. For the purposes of this Section 7 Control of Core & Ordered Operations, 7.11 New Rates and AMPS, a quotation shall be considered as a single rate of £1 and with a quantity of the quotation value and a unit of 'sum'.

7.11.3 The Director will review the wording of the item description. If the Director considers that existing rates and prices contained in the Schedule of Rates and Prices are not applicable to the Operations, he will insert a suitable description together with a new Series or item number and a unit of measurement into the Schedule of Rates and Prices held within AMPS.

7.11.4 The Director will fix a rate or price, in consultation with the Operating Company, if considered necessary. This shall be called the fixed rate or price. The Director will insert such fixed rate or price into the Schedule of Rates and Prices held within AMPS.

7.11.5 Where the Director fixes a rate or price he will supply a mass conversion factor for each relevant new Schedule of Rates and Prices item. Where no rate or price is supplied then a zero factor value will be inserted.

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- 7.11.6 Where a fixed rate or price is held within AMPS, it shall remain in place unless it has been reviewed and changed by the Director and a determined rate or price is notified.
- 7.11.7 The Operating Company shall validate the Operations Instruction and insert it into the next Application for Payment.
- 7.11.8 Where the Operating Company undertakes Operations that were unforeseen at the time of the issue of the Operations Instruction and it considers that the Series or items within the Schedule of Rates and Prices do not cover the scope of the unforeseen Operations, it may propose in accordance with the requirements of Schedule 1 Conditions of Contract, Clause 5 Payment, 5.2 Valuation of Operations the use of:
- (a) Rates or prices deduced from applicable rates and prices as referred to in Schedule 1 Conditions of Contract, or
  - (b) Rates or prices by measurement and valuation in accordance with fair rates and prices as referred to in Schedule 1 Conditions of Contract, or
  - (c) A Lump Sum Quotation as referred to in Schedule 1 Conditions of Contract.

In such a situation, the requirements of Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.11 New rates, 7.11.2 shall be submitted to the Director within five (5) Working Days of the Scheme Completion Date.

### **7.12 Operating Company Application for Payment**

- 7.12.1 The Application for Payment shall have two parts. Part A will hold those sums eligible for payment by the Director to the Operating Company. Part B will hold any sums deemed by the Director to be in Dispute at the date of the Application for Payment. The Operating Company shall prepare and record the following two reports within AMPS:
- (a) The simplified statement report referred to in Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.7 Statement Reports, and
  - (b) A SEAS statement report allocating all costs within the statement to the SEAS codes.
- 7.12.2 These reports, together with supporting documentation for Operations that are paid using Series 6500 - Time Work Schedule, shall form the Application for Payment each month. The Contract Price Fluctuation item categories for each individual Application for Payment shall be capable of being amended to allow for changing from provisional index figures to Final Index Figures. On occasion the Final Index Figures can be updated. The cumulative

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calculation for the value of the Contract Price Fluctuation shall be based upon the summation of each individual Application for Payment submitted. Each individual Application for Payment shall be tagged as either provisional or final based on the Contract Price Fluctuation which has been applied.

Where any element of any Application for Payment is identified by the Director as a Disputed element, the Performance Audit Group, on behalf of the Director, will transfer any such elements from Part A to Part B of the Application for Payment and create a Payment Notified Record. The transfer from Part A to Part B of the Statement for each Disputed element will not change the Scheme Identifier and Work Code.

7.12.3 Measures that cannot be validated against the asset register will be automatically withheld in accordance with Schedule 1 Conditions of Contract, Clause 5 Payments.

7.12.4 Payment in respect of Application for Payment submitted by the Operating Company will be made by the Director using AMPS by raising a Payment Notified Record. Each Payment Notified Record shall be given a unique consecutive number by AMPS. Where Applications for Payment are submitted to the Director, the Director will use AMPS to create a Payment Notified Record for that month as follows:

- (a) Transfer elements from Part A to Part B of the Application of Payment where such elements will be identified by the Director in Application for Payment as Disputed elements,
- (b) To manipulate the quantities (including setting negative quantities) in Application for Payment to show the changes which the Director wishes to make,
- (c) Allow automatic recalculation of all values following (a) and (b) above including Contract Price Fluctuation value and SEAS report,
- (d) Create an interim Payment Notified Record to facilitate a check on adjustments prior to the Payment Notified Record being finalised and submitted by the Director,
- (e) Hold the Payment Notified Records showing the total for the year to date and the totals for completed years, and
- (f) Store all Payment Notified Records generated and tag each with date and time of issue and receipt.

The Operating Company shall confirm payment through AMPS by a Payment Received Record. Each Payment Received Record shall be given a unique number by AMPS.

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- 7.12.5 All Application for Payment in the format referred to in this Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, shall be submitted in accordance with the requirements of Schedule 1 Conditions of Contract, Clause 1 General, Clause 1.10 Provision of Documents and in Electronic Copy to the Director and the Performance Audit Group. Such Application for Payment shall be supported by the other reports referred to in Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.12 Operating Company Application for Payment, 7.12.1 and logged within AMPS.
- 7.12.6 The Operating Company shall retain all supporting cost measurement documentation related to Operations for which Application for Payment have been prepared. This documentation shall be held for a period of at least six (6) years after the end of the Non-Conformance Liability Period.
- 7.12.7 The Director shall process all Operating Company Applications for Payment in accordance with the provisions of Schedule 1 Conditions of Contract, Clause 5 Payments.

### **7.13 9901 Activation**

- 7.13.1 The Operating Company shall only activate a 9901 Activation if it believes there is an entitlement to a corresponding claim for additional payment in accordance with Schedule 1 Conditions of Contract, Clause 5 Payment. For the avoidance of doubt a 9901 Activation shall include and be supported by a Claim Notification. The Operating Company shall activate a 9901 Bid showing the Estimated Bid Value to allow the creation of a Scheme Identifier. Such an activation shall be known as a 9901 Activation.

Subject to the other provisions of this Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, the activation of a 9901 Activation shall not entitle the Operating Company to any payment. The information required from the Operating Company to generate a 9901 Activation is as follows:

- (a) Start year
- (b) Unit – applicable unit

- 7.13.2 Contemporaneously with the 9901 Activation, the Operating Company shall identify that part of the budget that is to be apportioned to the 9901 Activation and shall, when requested by the Director, issue revised 9901 Bids so as not to exceed the total budget available for the Contract in any Annual Period, all in accordance with this Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations. Failure to comply with this Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.13 9901

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Activation, 7.13.2 shall render any associated Claim Notification null and void and shall be deemed to be not written.

- 7.13.3 A 9901 Activation is deemed to be Disputed by the Director. The Operating Company shall place a Scheme created under a 9901 Activation in Part A of the Application for Payment. Where any such part of a Scheme continues to be identified by the Director in Application for Payment as Disputed, the Performance Audit Group will transfer any such part from Part A to Part B of the Application for Payment. The transfer from Part A to Part B of the Application for Payment for each Disputed part of a Scheme does not affect the Scheme Identifier and Work Code 9901 Activation.
- 7.13.4 When the Director decides that any Scheme created under a 9901 Activation or any part of any such Scheme is no longer Disputed, he will notify the Operating Company accordingly. On receipt of such notification, the Operating Company shall:
- (a) Create and issue a new 9901 Bid and Scheme Identifier to the Director, using the Work Code 9902. The Bid shall include reference to the original Scheme Identifier created under the 9901 Activation and the appropriate value against the new Scheme Identifier, and
  - (b) Submit a revised Bid for the original Scheme created under the 9901 Activation, reducing the Estimated Bid Value by the equivalent of the Estimated Bid Value of the new Scheme.
- 7.13.5 If the 9901 Activation Bid continues to have an Estimated Bid Value and if a Claim Notification is not received by the Director before the expiry of the period described in Schedule 1 Conditions of Contract, Clause 5 Payment, 5.9 Additional Payment & Claims on expiry of this period the 9901 Activation shall be set to zero by the Operating Company on receipt of a written notification from the Director.
- 7.13.6 Where a 9901 Activation Bid covers two (2) Financial Years, the Operating Company shall close such 9901 Activation Bid at the end of the Financial Year and open another 9901 Activation Bid at the start of the new Financial Year to the same value.

### **7.14 Financial management flexibility**

- 7.14.1 The requirements of this Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.14 Financial Management Flexibility, allow the Operating Company to manage changed circumstances found on Site and ensure continued delivery of Operations on Site.



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The Director retains the right to withdraw the provisions of Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.14 Financial Management Flexibility, 7.14.5 from this Contract, on either a temporary or permanent basis. In the event of such a withdrawal, all resulting costs of whatsoever nature shall be borne by the Operating Company.

7.14.2 The requirements of this Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.14 Financial Management Flexibility do not apply to:

- (a) Works Contracts which shall be procured, supervised, managed and monitored as referred to in Schedule 3 Contract Management, Section 8 Procurement & Management of Schemes, or
- (b) Core Operations.

7.14.3 The Operating Company shall undertake the financial management and monitoring of the Operations at individual Scheme/Order level for the Total Order Value of Scheme/Order within the Financial Year.

7.14.4 The following procedures shall apply:

- (a) If any Scheme seems likely to exceed the Total Order Value of Scheme within the Financial Year referred to in the latest Order, as indicated by the cumulative value of associated Operations Instructions for such Scheme, the Operating Company shall issue a revised Bid to the Director immediately for the Scheme, setting out the reasons for the increase in costs,
- (b) This revised Bid shall be accompanied by a revised Bid for other Schemes within the same Budget Series to produce a matching saving. The cumulative value of associated Operations Instructions shall be the total of all Operations Instructions that have been measured against that Scheme added to the total of all Operations Instructions that have been issued against that Scheme but not yet measured,
- (c) If any Scheme seems likely to be less than the Total Order Value of Scheme within the Financial Year referred to in the latest Order, as indicated by the cumulative value of associated Operations Instructions, the Operating Company shall issue a revised Bid to the Director immediately for such Scheme, setting out the reasons for the decrease in costs, and
- (d) This revised Bid shall be accompanied by a revised Bid for Operations where the unused budget may be used.

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7.14.5 When the Operating Company requires to authorise a variation to the scope of the Operations within a Scheme at a specific Site that may result in additional costs not exceeding ten percent (10%) of the Total Order Value of Scheme within the Financial Year, each variation within the Financial Year, referred to in the latest Order, may be incurred by the Operating Company without the prior written consent of the Director.

Within two (2) Working Days of having issued such authorisation, the Operating Company shall issue a revised Bid for the Scheme showing the increased Estimated Bid Value to the Director, setting out the reasons for such increase in costs. This shall be accompanied by a revised Bid for other Schemes within the same Budget Series to produce a matching saving.

Within five (5) Working Days of receipt of the revised Bid, the Director will issue a further Order to cover the increase and revise other Schemes as appropriate.

7.14.6 Notwithstanding the Total Order Value of Scheme within the Financial Year, the Operating Company shall deal with Incidents in compliance with the Scottish Ministers' Requirements.

7.14.7 With the exception of the allowances made in this Section with regard to Incidents, where the final valuation of a Scheme made by the Operating Company exceeds the Total Order Value of Scheme within the Financial Year, the Director will not be obliged to pay any excess costs over and above the Total Order Value of Scheme within the Financial Year.

### **7.15 Works Contractor financial control**

7.15.1 Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.6 Bids and 7.17 Financial Monitoring & Forecasting Process state the Director's requirements for the Operating Company to:

- (a) Use AMPS in seeking Bid approval,
- (b) Issue Works Contractors' payment applications and payment certification forms (CC1A) referred to in Schedule 3 Contract Management, Section 8 Procurement & Management of Schemes, and
- (c) Issue forms for the payment of monies to Works Contractors for Works Contracts.

7.15.2 The procedures for the financial control of Works Contractors' payment applications are referred to in Schedule 3 Contract Management, Section 8 Procurement & Management Schemes.

### **7.16 Payment of works contractors**

7.16.1 The Operating Company shall submit to the Director an Electronic Copy and one paper copy of all original Works Contractors' payment applications and payment certification forms

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(CC1A) referred to in Schedule 3 Contract Management, Section 8 Procurement & Management of Schemes. These shall be in accordance with the requirements of Schedule 5 Specification & Drawings, 071AR Creation Maintenance and Submission of Documents and Other Media and shall be submitted to:

Transport Scotland  
Finance and Corporate Services Directorate  
Accounts Payable and Administration Team  
Buchanan House  
58 Port Dundas Road  
Glasgow  
G4 0HF

- 7.16.2 The Operating Company shall issue the supporting Certificates (CCII and CCIII) referred to in Schedule 3 Contract Management, Section 8 Procurement & Management of Schemes where appropriate and store the same on AMPS.
- 7.16.3 The Operating Company shall enter into AMPS copies of all tender reports and draft tender document Certificates as referred to in Schedule 3 Contract Management, Section 8 Procurement & Management of Schemes.
- 7.16.4 On the completion of the Works for a Works Contract, the Operating Company shall enter the appropriate Series or item number related to the Work Code for the Scheme, and the appropriate quantity, into AMPS in the form given in Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.2 Works Contractor Work Codes and Item Numbers.

### **7.17 Financial monitoring & forecasting process**

- 7.17.1 The Operating Company shall undertake financial monitoring and forecasting to generate reports using AMPS and the data contained therein. All reports shall be available to be read by the Director and Performance Audit Group.
- 7.17.2 There are three main areas of financial reporting which are addressed within AMPS:
- (a) Annual programmes including monthly Operations Instruction and Works Contract activity predictions,

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- (b) Monthly updates of the value of Application for Payment, the value of Operations and Works Contract activity carried out and the re-profiling of monthly expenditure profiles, and
- (c) Monthly consolidated financial reports in the form given in Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.8 Financial Monitoring & Forecasting Reports, detailing all Application for Payment submitted by the Operating Company and payment applications submitted by Works Contractors.

- 7.17.3 During each Financial Year, the Operating Company shall review, update and complete monitoring forms and record them in AMPS no later than ten (10) Working Days after the last day of each calendar month. All costs and estimated costs for Schemes entered on the monitoring form shall exclude Value Added Tax and Contract Price Fluctuation.
- 7.17.4 When completing the monthly reporting forms, the Operating Company shall include changes to the value of estimates for Schemes.
- 7.17.5 The Operating Company shall attend monthly programming meetings with the Director and discuss any changes to the value of estimates for Schemes with a view to the Operating Company and Director using AMPS to bid for and consent to any required changes to the annual programme and budget.
- 7.17.6 The Operating Company shall include documented procedures as part of the Operating Company's Management System that include the production and monitoring of the accuracy of the Estimated Bid Values to ensure the accuracy of the time and financial outturn estimates for Schemes provided to the Director.

Should monitoring indicate that Estimated Bid Values have been produced which are not accurate, the Operating Company shall implement any required changes, including changes required by the Director, to these procedures to improve the accuracy of the estimates.

### **7.18 Carbon reporting**

The Operating Company shall produce Carbon Emissions Reports, providing the carbon factor score for material usage and transportation in Schemes within the one-year Programme. Such reports shall be produced by the Operating Company on a quarterly and annual basis showing carbon scoring for individual Schedule of Rates and Prices items on a quarterly-to-date and annually-to-date basis.

**7.19 Damage to Crown Property and Third Party claims**

7.19.1 For each Incident which causes Damage to Crown Property the Operating Company shall record the following information in AMPS:

- (a) Unique Damage to Crown Property identifier automatically generated which can tag as either less than or equal to £50,000 or more than £50,000 estimated cost. Ability to re-tag if required,
- (b) Route number,
- (c) Date and time of Incident,
- (d) Source of this information,
- (e) Date that the Operating Company first became aware of the Damage to Crown Property,
- (f) Date damage logged,
- (g) Location of damage Site – link, section, chainage, geospatial polygon and Ordnance Survey grid reference,
- (h) Location of damage Site – written description,
- (i) Description of property,
- (j) Type and extent of damage,
- (k) Cause of damage,
- (l) Name of culprit(s),
- (m) Are proceedings being taken by Police Scotland,
- (n) Date emergency work was carried out (if any),
- (o) Who carried out emergency work (if any),
- (p) Road condition e.g. good, rutted,
- (q) Weather conditions,
- (r) Was road wet, dry or icy,
- (s) Was Winter Service Plant called out,
- (t) Details of de-icing Operations,

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- (u) Was precautionary treatment carried out at the locus prior to the Incident,
- (v) Estimated final cost (measured in accordance with Schedule 3 Contract Management section 7.21 Damage to Crown Property,
- (w) Estimated date for final repair,
- (x) Names and addresses of witnesses (if any),
- (y) All other relevant information,
- (z) Brief account of Incident causing damage,
- (aa) Date of repair replacement and clearance,
- (bb) Details of repair,
- (cc) Status with regard to recovery,
- (dd) Date the Director notified where cost of repair replacement and clearance exceeds £50,000,
- (ee) Cost of repair replacement and clearance together with tag for estimated or final cost (see Damage to Crown Property 'Notification of the Final Valuation of Repair of an Incidence of Damage to Crown Property' shown in Schedule 3 Contract Management, Appendix 7 Control of Core And Ordered Operations, Attachment 7.9 Notification of the Final Evaluation of Repair of an Incidence of Damage to Crown Property),
- (ff) Amount recovered from culprit,
- (gg) Final Application for Payment number (if appropriate) (which shall be the Application for Payment submitted by the Operating Company in accordance with Schedule 1 Conditions of Contract Clause 5.4 Payments under this Contract that contains the final claim for payment in respect of the Incident to which the unique damage identifier applies), and
- (hh) Outstanding balance (difference between costs to be recovered and amount recovered)estimated final cost (measured in accordance with Schedule 3 Contract Management, Section 7 Control of Core and Ordered Operations, 7.21 Damage to Crown Property,
- (ii) Estimated date for final repair,
- (jj) Names and addresses of witnesses (if any),
- (kk) All other relevant information,

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- (ll) Brief account of Incident causing damage,
- (mm) Date of repair replacement and clearance,
- (nn) Details of repair,
- (oo) Status with regard to recovery,
- (pp) Date the Director notified where cost of repair replacement and clearance exceeds £50,000,
- (qq) Cost of repair replacement and clearance together with tag for estimated or final cost (see Damage to Crown Property 'Notification of the Final Valuation of Repair of an Incidence of Damage to Crown Property' shown in Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.9 Notification of the Final Evaluation of Repair of an Incidence of Damage to Crown Property),
- (rr) Amount recovered from culprit,
- (ss) Final Application for Payment number (if appropriate) (which shall be the Application for Payment submitted by the Operating Company in accordance with Schedule 1 Conditions of Contract Clause 5.4 Payments under this Contract that contains the final claim for payment in respect of the Incident to which the unique damage identifier applies), and
- (tt) Outstanding balance (difference between costs to be recovered and amount recovered)

The costs to be recovered at (qq) shall be held within the following fields:

- (a) Cost of repair replacement and clearance (section A of 'Notification of the Final Valuation of Repair of an Incidence of Damage to Crown Property shown in in Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.9 Notification of the Final Evaluation of Repair of an Incidence of Damage to Crown Property),
- (b) All other costs (section B of 'Notification of the Final Valuation of Repair of an Incidence of Damage to Crown Property shown in Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.9 Notification of the Final Evaluation of Repair of an Incidence of Damage to Crown Property).

The costs at (a) and (b) above, shall be obtained from the following fields:

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- (a) Cost sub Series,
- (b) Description,
- (c) Quantity,
- (d) Unit,
- (e) Rate,
- (f) Amount of costs, and
- (g) Subtotal.

Where the cost field at (qq) above shall be tagged as final the system shall automatically generate a 'Notification of the Final Cost of Repair of an Incidence of Damage to Crown Property as described in Schedule 3 Contract Management, Appendix 7 Control of Core and Ordered Operations, Attachment 7.9 Notification of the Final Evaluation of Repair of an Incidence of Damage to Crown Property. These shall be issued to the Director in accordance with the requirements of Schedule 3 Contract Management, Section 7 Control of Core and Ordered Operations, 7.21 Damage to Crown Property.

7.19.2 The Operating Company shall undertake the activities specified in this Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.19 Damage to Crown Property & Third Party Claims, 7.20 Claims Against the Scottish Ministers, 7.21 Damage to Crown Property and 7.22 Reimbursable Costs by the Scottish Ministers in respect of:

- (a) All claims for damages associated with the Unit made by third Parties against the Scottish Ministers, and
- (b) Damage to Crown Property, including claims by the Scottish Ministers against third Parties.

7.19.3 If a claimant submits a claim to the Scottish Ministers or to Transport Scotland, the Director will acknowledge receipt in writing to the claimant and forward a copy of the claim to the Operating Company for action.

7.19.4 Where a third party claim arises from work undertaken on the Unit by any other organisation appointed by the Scottish Ministers, the Operating Company shall forward the claim to the other organisation within two (2) Working Days and shall advise the claimant in writing within five (5) Working Days of receipt of the claim that it has been passed to the other organisation.

7.19.5 The Operating Company shall maintain an Electronic Copy of all Records, in accordance with the requirements of Schedule 5 Specification & Drawings, 071AR Creation,



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Maintenance and Submissions of Documents and Other Media, containing details of the actions carried out by the Operating Company in dealing with third party claims and related matters. These Records shall include as a minimum the following documents:

- (a) Third party claims notice forms,
- (b) Third party claims Operating Company report forms,
- (c) Associated spreadsheets,
- (d) Letters,
- (e) Explanatory notes, and
- (f) Completed Department for Work and Pensions Notification of Claim for Compensation (CRU1) forms.

7.19.6 The Operating Company shall provide, within five (5) Working Days of the date of the request, any information relating to claims that the Director may request.

7.19.7 The Operating Company shall provide to the Director and the Performance Audit Group secure remote access at all times to the Electronic Copy of all registers and Records relating to third party claims and Damage to Crown Property, using AMPS.

### **7.20 Claims against the Scottish Ministers**

7.20.1 Within two (2) Working Days after receipt of notification of a claim made against the Scottish Ministers, the Operating Company shall issue an acknowledgement to the claimant or the claimant's agent, enclosing the third party claims notice form shown at Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.10 Third Party Claims Notice Form with a duly completed letter in the form of the pro forma letter shown in Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.11 Letter Accompanying Third Party Claims Notice Form , advising them to complete the form and return it to the Operating Company. No other documentation shall be issued by the Operating Company to the claimant or the claimant's agent.

7.20.2 When dealing directly with the claimant or the claimant's agent, the Operating Company shall ensure that all letters and other correspondence sent at the time of the initial intimation of claim or preliminary information gathering process are in accordance with the pro-forma letter. No indication shall be given in any correspondence relating to the claim that it is subject to any jurisdiction other than that of the Scottish courts, unless it is the subject of legal proceedings raised in a court outwith the jurisdiction of the Scottish courts.

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- 7.20.3 In respect of third party claims, the Scottish Ministers shall be indemnified by the Operating Company in accordance with the other provisions of this Contract, including as a minimum the provisions of Schedule 1 Conditions of Contract, Clause 8 Liabilities & Insurance.
- 7.20.4 The Operating Company shall deal directly with the claimant where the Scottish Ministers are entitled to be so indemnified.
- 7.20.5 The Operating Company shall process all third party claims in a courteous, fair and timely manner.
- 7.20.6 The Operating Company shall put in place a procedure for dealing with appeals lodged by a claimant in relation to third party claims where the Scottish Ministers shall be indemnified by the Operating Company. The procedure shall include as a minimum the process for independently reviewing the appeal which shall be conducted by a nominated member of the Operating Company senior management team. This procedure shall be published on the Operating Company website.
- 7.20.7 Should the Operating Company consider that the Scottish Ministers are not entitled to be indemnified in respect of any claim, within five (5) Working Days of the receipt of a completed third party claims notice form from a claimant, the Operating Company shall provide to the Director a summary of the reasons why the Scottish Ministers are not entitled to be so indemnified and state which exceptions apply in accordance with the provisions of Schedule 1 Conditions of Contract, Clause 8 Liabilities & Insurance.
- 7.20.8 Should the Director decide that the Scottish Ministers are entitled to be indemnified in respect of any claim, the Director will notify the Operating Company in writing of his decision and such claim shall be dealt with by the Operating Company in accordance with the provisions of Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.20 Claims Against the Scottish Ministers.
- 7.20.9 Should the Director decide that the Scottish Ministers are not entitled to be indemnified in respect of any claim, the Director will notify the Operating Company in writing of his decision. Within five (5) Working Days of receipt of such notification, the Operating Company shall supply the Director with all information related to each Incident giving rise to a claim where the Scottish Ministers are not entitled to be indemnified, and shall include as a minimum:
- (a) The completed third party claims notice form in the format shown in Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.10 Third Party Claims Notice Form, and

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- (b) A completed third party claims Operating Company report form in the format shown in Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.12 Third Party Claims Operating Company Report Form.

7.20.10 The Director will be entitled to recover from the Operating Company any losses and expenses suffered by the Scottish Ministers and or the Director as a result of any inadequacy or inaccuracy in the information provided by the Operating Company that it is required to hold and provide to the Director in accordance with the provisions of this Contract.

Such losses and expenses shall be deducted from the next payment or any subsequent payment due to the Operating Company pursuant to the other provisions of this Contract or, at the option of the Scottish Ministers, shall be recoverable from the Operating Company as a debt due to the Scottish Ministers.

7.20.11 The Operating Company shall not make any admission of liability on its own behalf, or on behalf of the Scottish Ministers, in respect of any matters pertaining to third party claims where the Scottish Ministers are not entitled to be indemnified.

7.20.12 In the event of a third party claim for personal injury, the Operating Company shall notify the Department for Work and Pensions Compensation Recovery Unit within fourteen 14 days of receipt of the claim, using the Department's Notification of Claim for Compensation (CRU1) form that is available on the Department for Work and Pensions website.

7.20.13 In accordance with the requirements of this Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, the Operating Company shall deal with all third party claims arising from Incidents that occur before the Service End Date until they are concluded, regardless of whether such conclusion is before or after the Service End Date.

### **7.21 Damage to crown property**

7.21.1 Damage to Crown Property includes without restriction:

- (a) Damage caused by third Parties,
- (b) Theft,
- (c) Damage caused by theft and attempted theft,
- (d) Vandalism,
- (e) Spillages,
- (f) Shed loads, and

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(g) Debris from road traffic accidents or from other causes.

7.21.2 Repair of Damage to Crown Property means repair and any associated clearing, cleaning, assessment, Design, renewal and replacement to make good Damage to Crown Property.

7.21.3 When the Operating Company becomes aware of any incidence of Damage to Crown Property, it shall immediately:

- (a) Arrange for the damage to be assessed and repaired,
- (b) Enter details of the Incident into the AMPS and thereafter update the AMPS with further relevant information as soon as it becomes known, and
- (c) Include the unique damage reference number generated by the AMPS in any related Operations Instruction.

7.21.4 The Operating Company shall maintain a Damage to Crown Property Consolidated Report in the format shown in Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.13 Damage to Crown Property Consolidated Report, and shall provide an Electronic Copy to the Director every three (3) months.

7.21.5 The Operating Company shall undertake all repairs of Damage to Crown Property where the valuation of repair of individual Incidents is not more than £50,000, unless the damage was a result of the exceptions referred to in Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.21 Damage to Crown Property, 7.21.14.

7.21.6 The Scottish Ministers and the Operating Company shall execute an Assignment of Rights Agreement (in the form shown in Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.14 Form of Assignment of Rights Agreement & Notice of Assignment of Rights) prior to the Commencement of Service Date.

7.21.7 After the Operating Company has undertaken repair of Damage to Crown Property, the following provisions shall apply:

- (a) The Operating Company is entitled to send to the person or organisation causing the Damage to Crown Property a Notice of Assignment of Rights (in the form shown in Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.14 Form of Assignment of Rights Agreement & Notice of Assignment of Rights) that has been addressed to that person or organisation and that describes the relevant Damage to Crown Property,
- (b) Issue of such Notice of Assignment of Rights shall at the same time be notified by the Operating Company to the Scottish Ministers in accordance with this Contract,

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- (c) The Operating Company may pursue a claim in its own right against the person or organisation causing the Damage to Crown Property to recover reasonable costs incurred in the repair of Damage to Crown Property that it has undertaken as Core Operations, and
- (d) The Operating Company shall indemnify and keep indemnified the Scottish Ministers against all losses, actions, claims, costs, damages, demands and expenses (including but not limited to all legal costs and disbursements) arising in connection with any claim that the Operating Company makes against a person or organisation pursuant to the Assignment of Rights Agreement and any Notice of Assignment of Rights.

Such losses, actions, claims, costs, damages, demands and expenses shall be deducted from the next payment or any subsequent payment due to the Operating Company pursuant to the other provisions of this Contract or, at the option of the Scottish Ministers, shall be recoverable from the Operating Company as a debt due to the Scottish Ministers.

7.21.8 The Operating Company shall not make or commence any claims, actions or proceedings whatsoever in the name of the Scottish Ministers in connection with repair of Damage to Crown Property pursuant to any rights of subrogation. The Operating Company undertakes to the Scottish Ministers:

- (a) Not to exercise any rights of subrogation that the Operating Company may have in connection with repair of Damage to Crown Property, and
- (b) Not to assign or otherwise transfer to a third party, or permit a third party to exercise, any rights of subrogation that the Operating Company may have in connection with repair of Damage to Crown Property.

7.21.9 Subject to an Order, the Operating Company shall undertake all repair of Damage to Crown Property where the valuation of repair of individual Incidents is more than £50,000.

7.21.10 Where the estimated valuation of repair of Damage to Crown Property for an individual Incident is more than £50,000, the Operating Company shall immediately after discovery of the Damage to Crown Property notify the Director in writing and within thirty (30) Working Days of notification submit to him a Report of an Incidence of Damage to Crown Property in the format shown in Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.15 Report of an Incidence of Damage to Crown Property and Attachment 7.16 Report of Incidence of Damage to Crown Property – Parapet where the damage is to a parapet of a structure.

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- 7.21.11 The Director will pursue recovery of Transport Scotland's costs of repair and associated costs of Police Scotland reports and of establishing, maintaining and removing traffic management prior to repair Operations.
- 7.21.12 The Operating Company shall appoint suitably qualified personnel to undertake the role of Damage to Crown Property officer. Duties include but not limited to producing and maintaining a Damage to Crown Property submissions register.
- 7.21.13 Within twenty (20) Working Days of completing a repair of Damage to Crown Property of individual value of repair of more than £50,000, the Operating Company shall provide the Director with a Notification of the Final Valuation of Repair of an Incidence of Damage to Crown Property report in the format shown in Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.9 Notification of the Final Valuation of Repair of an Incidence of Damage to Crown Property and shall provide invoices, contractors', sub-contractors' and or suppliers of any tier's costs and all other relevant information.

The valuation listed and totalled within this report shall be deemed to be whole and final in respect of such an incidence of Damage to Crown Property.

- 7.21.14 When an Incident causing Damage to Crown Property has resulted in a fatality, or has been solely caused by a vehicle operated by a United Kingdom and or Scottish Government department or agency, the Director will deal with the pursuit of claims. The Operating Company shall operate as if the repair valuation is greater than £50,000 and subject to any terms of the Contract to the contrary (including without limitation Schedule 1 Conditions of Contract, Clause 8 repair of Damage to Crown Property shall be subject to an Order).
- 7.21.15 Where in carrying out the Operations or otherwise the Operating Company becomes aware of any damage to a Structure having occurred, the Operating Company shall notify the Director by telephone as soon as possible and within one (1) Working Day confirm the details in writing to the Director.
- 7.21.16 The Director may require repairs to damage to a Structure to be undertaken by specialist contractors nominated by the Director. Such requirement will be subject to an Order. In all cases of Damage to Crown Property where there is damage to a Structure, the Operating Company shall not carry out permanent repairs without the prior written consent of the Director.
- 7.21.17 During the twenty (20) Working Days prior to the Commencement of Service Date, the Operating Company shall liaise with the previous operating company and the Performance

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Audit Group to compile a detailed list and record of Damage to Crown Property on the Unit that will not be repaired prior to the Commencement of Service Date.

- 7.21.18 The previous operating company will remain responsible for the repair of Damage to Crown Property that has not been repaired at the Commencement of Service Date where the previous operating company has estimated the valuation of repair of an individual Incident to be not more than £50,000 and that it is not as a result of one of the exceptions listed in Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.21 Damage to Crown Property, 7.21.14.
- 7.21.19 Any repairs to such Damage to Crown Property not undertaken within fourteen (14) days after the Service End Date or by the due date for a repair, whichever comes later, may be undertaken by another organisation. In such a case the Scottish Ministers shall, at their option, be entitled to either:
- (a) Recover from the previous operating company the costs incurred by the Scottish Ministers in connection with repair of Damage to Crown Property as a debt due to the Scottish Ministers, or
  - (b) Deduct the amount of these costs from the next payment or any subsequent payment due, to the previous operating company pursuant to the provisions of this Contract.
- 7.21.20 If the previous operating company does not fulfil its obligations in respect of Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.21 Damage to Crown Property, 7.21.18, the Scottish Ministers may, subject to an Order, require the Operating Company to complete the work under the provisions of this Contract as Ordered Operations.
- 7.21.21 On the Commencement of Service Date, the Operating Company shall become responsible for the repair of Damage to Crown Property on the Unit where the previous operating company has estimated the valuation of repair of an individual Incident to be more than £50,000, or where Incidents are as a result of the exceptions listed in Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.21 Damage to Crown Property, 7.21.14. Such repair of Damage to Crown Property shall be dealt with in accordance with the provisions of Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.21 Damage to Crown Property, 7.21.9 to 7.21.13.
- 7.21.22 Unless it is necessary for safety reasons to carry out repairs immediately, the Operating Company shall give not less than 48 hours' notice to the Director and the previous operating company of commencement of repairs of Damage to Crown Property that are to

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be carried out in accordance with Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.21 Damage to Crown Property, 7.21.21, in order that the previous operating company may witness such repairs.

- 7.21.23 Within five (5) Working Days of completing a repair of Damage to Crown Property as described in Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.21 Damage to Crown Property, 7.21.21, the Operating Company shall provide the Director with a Notification of the Final Valuation of Repair of an Incidence of Damage to Crown Property report in the format shown in Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.9 Notification of the Final Valuation of Repair of an Incidence of Damage to Crown Property, and shall provide invoices, contractors', sub-contractors' and or suppliers of any tier's costs and all other relevant information. The valuation listed and totalled within this report shall be deemed to be whole and final in respect of such a repair of Damage to Crown Property. Failure to provide all supporting documents to the Director to support the valuation may result in the Operating Company not being entitled to the sums due.
- 7.21.24 When required in writing by the Director, the Operating Company shall provide assistance to the Director with any claims against persons causing Damage to Crown Property in Incidents occurring prior to the Commencement of Service Date. Such assistance shall be subject to an Order.

### 7.22 Reimbursable Costs

7.22.1 If,

- (a) During the course of any inspections carried out by the Operating Company in terms of this Contract or,
- (b) In the carrying out of the Operations,

The Operating Company becomes aware of required work that is the responsibility of others and that, in the opinion of the Operating Company, cannot be repaired by the party responsible within such timescale as would prevent harm occurring to the Unit, it shall notify the Director by email, providing full details.

7.22.2 The Director will issue an Order to the Operating Company if he considers such work necessary.

7.22.3 The Operating Company shall submit to the Director details of any costs incurred in undertaking such work. The Operating Company shall take steps to recover from the



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appropriate organisation all costs incurred on behalf of the Scottish Ministers and shall reimburse the Scottish Ministers accordingly.

7.22.4 As part of the Operating Company's obligations to repair Damage to Crown Property, where any damage occurs to the following items of Crown Property:

- (a) Tourist signs,
- (b) Boundary signs,
- (c) Roadside services signs,
- (d) Motoring organisation signs,
- (e) Ministry of Defence signs,
- (f) Authorised signs erected by any party other than on behalf of the Scottish Ministers, or
- (g) Associated vehicle restraint systems,

the Operating Company shall make the location safe immediately and shall report the damage in writing within two (2) Working Days to the owner of such signs and or vehicle restraint systems and inform such owner of the culprits, if known.

### 7.23 Professional services register

7.23.1 In accordance with the requirements of Schedule 3 Contract Management and Schedule 5 Specification and Drawings the Operating Company shall maintain a Professional Services register of Contract Personnel within AMPS containing the following information:

- (a) Professional Services item no,
- (b) Full name,
- (c) Role within Operating Company function,
- (d) Location,
- (e) Professional Services description,
- (f) Professional discipline,
- (g) Where the Operating Company is a joint venture or where the Operating Company is not a joint venture and the member of Contract Personnel is not directly employed by the Operating Company, the member of Contract Personnel's employer,
- (h) Date approved by Transport Scotland,

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- (i) Basis of approval – Contract compliant,
- (j) Whether the member of Contract Personnel is a member of the Operating Company's Core Management Team or Key Staff; the role of that member; and the percentage allocation of that member of Contract Personnel's time to either the Core Management Team and/or the Key Staff, and
- (k) Date that any of the above information changes and or the member of Contract Personnel is no longer available.

### 7.24 Scheme completion & closure

7.24.1 For all Core Operations within the annual programme, AMPS will insert a Core Operations Closure Date fourteen (14) days after the end of the Annual Period.

7.24.2 The Operating Company shall record within AMPS:

- (l) The actual date when all Operations within each individual Scheme subject to an Order have been completed, within five (5) Working Days of actual completion of the Operations. This date shall be known as the Scheme Completion Date, and
- (m) The actual date when all Further Detailed Directions within each individual Scheme have been completed.

7.24.3 Schemes shall not be recorded as complete until any Further Detailed Directions have been completed and approved by the Director in AMPS.

7.24.4 The Operating Company shall record within AMPS the date on which it considers that all costs for a Scheme subject to an Order have been included in an Application for Payment. This date shall be known as the Scheme Closure Date. The Scheme Closure Date shall be logged as soon as possible but in any case no later than fifty six (56) days from the Scheme Completion Date being logged as referred to in Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations, 7.24 Scheme Completion & Closure, 7.24.2.

The Operating Company is responsible for ensuring Schemes are being recorded as complete in a timely manner.

The Operating Company shall not be entitled to claim any further costs for a Scheme after the Scheme Closure Date.

7.24.5 The Director will monitor the performance of the Operating Company with regards to the period between the completion of Schemes and finalisation of costs within an Application for Payment.

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7.24.6 Should the Operating Company not log a Scheme Closure Date within fifty six (56) days of a Scheme Completion Date being logged, AMPS shall enter that date automatically on the 56th day as the Scheme Closure Date and prevent the Operating Company from entering any further costs against the Scheme.

The Director may allow the Operating Company to enter further costs at his sole discretion.

7.24.7 The Operating Company shall provide a status report giving reasons for active Schemes not having a Scheme Completion Date to the Director, copied to the Performance Audit Group, quarterly on the 14th day of the month in each Annual Period.

7.24.8 Within five (5) Working Days following completion of the Scheme, the Operating Company shall provide the Director with the completed Equality Act requirements 1 or 2 Scheme pro forma provided in Schedule 3 Contract Management, Appendix 7 Control of Core & Ordered Operations, Attachment 7.6 Equality Act Requirements, noting the actual construction cost and confirming which barriers were addressed.

7.24.9 The Operating Company shall provide to the Director quarterly reports in each Annual Period summarising the barriers to accessibility that have been addressed to date and related costs.

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### **8 Procurement & management of schemes**

#### **8.1 Introduction**

8.1.1 Subject to an Order, the Operating Company shall:

- (a) Execute Schemes as part of Operations, or
- (b) Assist the Director to procure work by means of a competitive tendering procedure, or
- (c) Assist the Director to procure work via a Scottish Ministers' framework contract, or
- (d) Assist the Director to procure work via any other procedure decided by the Director.

8.1.2 The Operating Company shall include documented procedures in the Operating Company's Management System for delivering the requirements of this Schedule 3 Contract Management, Section 8 Procurement & Management of Schemes.

8.1.3 The Operating Company is not permitted to tender for any Works Contracts that are to be executed for the Unit.

8.1.4 The Operating Company shall ensure that the construction phase of all Works Contracts and Schemes are completed no later than twenty-five (25) Working Days before the Service End Date.

8.1.5 All documents and the like required by this Schedule 3 contract Management, Section 8 Procurement & Management of Schemes to be submitted by the Operating Company to the Director and all Records to be maintained by the Operating Company shall meet the requirements of Schedule 5 Specification & Drawings, 071AR Creation, Maintenance and Submission of Documents and Other Media

8.1.6 The Operating Company shall, when procuring, executing and managing Schemes and/or Works Contracts that include the resurfacing of road pavements with an Estimated Bid Value equal to or greater than two hundred fifty thousand Great British Pounds (GBP 250,000), perform these Operations in accordance with Schedule 5 Specifications & Drawings, 976AR Requirements for Electronic Data Monitoring During Pavement Maintenance Schemes.

#### **8.2 Schemes executed as operations**

8.2.1 The Operating Company shall establish, document, implement and continually improve its procedures for the issue of Operations Instructions for any Scheme executed as Operations by the Operating Company.

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Where a Scheme is to be executed as Operations, no Operations shall commence until all statutory procedures have been completed and the requirements for entry to land have been met including as a minimum:

- (a) Completion of road orders,
- (b) Completion of any Traffic Regulation Order,
- (c) Permissions required from the Scottish Environment Protection Agency including obtaining any licences required by the Water Environment (Controlled Activities) (Scotland) Regulations 2011,
- (d) The environmental impact assessment,
- (e) The environmental statement,
- (f) The publication of the environmental notice, and
- (g) Any other regulatory requirement specific to the Scheme.

The completion of the statutory procedures and the requirements for entry to land shall represent an Operating Company's Hold Point in the Quality Plan.

- 8.2.2 The Quality Plan shall identify the level of supervision for any Scheme to be executed as Operations. When requested by the Director, the Operating Company shall provide proposals for supervisory staff for any Scheme to be executed as Operations. This shall represent a Scottish Ministers' Hold Point in the Quality Plan.
- 8.2.3 The Operating Company shall undertake the supervision and management of Schemes executed as Operations. When undertaking the supervision and management of Schemes executed as Operations, the requirements stated in Schedule 3 Contract Management, Section 8 Procurement & Management of Schemes, 8.5 Contract Management shall be executed as part of the supervision and management requirements.
- 8.2.4 The Operating Company shall ensure that suitably qualified and experienced employees are available at all times for all Schemes where Operations are in progress.
- 8.2.5 The Operating Company shall undertake the relevant duties required to fulfil the obligations of the CDM Regulations as stated in Schedule 2 Scope, Section 8 Design, Construction & Certification of Operations.
- 8.2.6 The Operating Company shall maintain a register of permissions required from the Scottish Environment Protection Agency including obtaining any licences required by the Controlled Activities (Scotland) Regulations 2011 and Records of all Site activities.

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8.2.7 The Operating Company shall undertake the financial management and monitoring of each Scheme undertaken as Operations in accordance with the requirements stated in Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations .

8.2.8 The Operating Company shall record the carbon emissions associated with Schemes executed as Operations using the Carbon Management System Road Infrastructure Projects Tool.

### **8.3 Schemes executed as Works Contracts**

8.3.1 Subject to an Order, the Operating Company shall act as the Contract Administrator(s) in accordance with the form of Works Contract used. No later than thirty (30) days prior to the Commencement of Service Date, the Operating Company shall submit its nominations for such roles to the Director for consent. The Operating Company's nominations shall include the nominees' qualifications and experience related to the role for which they are being proposed.

8.3.2 The Operating Company shall re-submit nominations for these roles:

- (a) No later than twenty-five (25) Working Days prior to the start of the second Annual Period and each subsequent Annual Period,
- (b) Whenever a person consented to is unavailable to undertake the role, and
- (c) Whenever the Director requests the Operating Company to provide further nominations.

8.3.3 Consent to the nominees for the role of the Contract Administrator(s) shall represent a Scottish Ministers' Hold Point in the Quality Plan. No tender documents shall be issued until the Director has consented to the use of the nominee and the nominee has been named in the Works Contract. All nominees that have been consented to shall be deemed to be acting on behalf of the Operating Company when acting as the Contract Administrator(s) in accordance with the form of contract used.

8.3.4 For each Works Contract, the Operating Company shall confirm to the Director:

- (a) The names of the individuals nominated to act as the Contract Administrator(s) together with the proposed level of supervision, and
- (b) Details of other Schemes for which such nominees are responsible.

The Operating Company shall not permit an individual to act as the Contract Administrator(s) for more than one (1) Works Contract during critical activities.

8.3.5 The Director will require Works Contracts to be procured through:

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- (a) A competitive tendering procedure, or
- (b) A Scottish Ministers' framework contract, or
- (c) Any other procedure decided by the Director.

Allowing sufficient time prior to commencing any tender process, the Operating Company shall provide a report to the Director recommending which form of contract is to be used from the Director's library of model contracts as referred to in this Schedule 3 Contract Management, Section 8 Procurement & Management of Schemes. This report shall represent a Scottish Ministers' Hold Point in the Quality Plan.

The Director will inform the Operating Company on the procurement method and form of contract that shall be used.

- 8.3.6 For each Works Contract, the Director will inform the Operating Company of the name and e-mail address of the person to be designated as the sole point of contact for all tender correspondence. The Operating Company shall include such details in the procurement documentation for each Works Contract.
- 8.3.7 When procuring a Works Contract through the competitive tendering procedure, the tendering procedure stated in the Public Contracts (Scotland) Regulations 2015 (as amended from time to time) shall be used, unless otherwise instructed by the Director.
- 8.3.8 All Works Contracts shall use:
- (a) The current version of the Manual of Contract Documents for Highway Works,
  - (b) Any amendments issued by Transport Scotland to the Manual of Contract Documents for Highway Works,
  - (c) One of the Director's library of model conditions of contract documents,
  - (d) One of the Director's library of model forms of tender documents,
  - (e) The Director's model Instructions to Tenderers, and
  - (f) Any other requirements stated as part of an Order.
- 8.3.9 There shall be no departure from the Manual of Contract Documents for Highway Works or Transport Scotland's procurement documentation without the prior written consent of the Director.
- 8.3.10 For each Works Contract, the Director shall inform the Operating Company of the tender assessment criteria to be used for assessing tender submissions. The Operating Company

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shall include the assessment criteria in the tender documents and, where applicable, in the advertisement for the Works Contract.

- 8.3.11 Prior to preparation of a contract notice for any Works Contract, the Operating Company shall provide a report to the Director making recommendations on:
- (a) The inclusion of a sub-contract clause that requires the Works Contractor to advertise any new subcontracts using the Public Contracts Scotland portal, and
  - (b) The inclusion of a clause requiring the Works Contractor to provide community benefits and the nature and quantum of such benefits.
- 8.3.12 At the discretion of the Director and as stated in the relevant Order, the Operating Company shall incorporate within each Works Contract the Director's requirements for a sub-contract clause and a community benefits clause.
- 8.3.13 The Operating Company shall ensure that all Works Contracts contain provisions for Works Contractors to:
- (a) Provide the data necessary to complete the Carbon Management System Operational Data Template for projects,
  - (b) Submit a completed Carbon Management System Operational Data Template for projects to the Operating Company on a weekly basis during the Works Contract,
  - (c) Submit to the Operating Company the completed Carbon Management System Operational Data Template for projects within five (5) Working Days of the completion of the Works, and
  - (d) Ensure the Site is restored to a clean and tidy condition with a minimum standard of grade B as stated in the Code of Practice on Litter and Refuse.
- 8.3.14 The Operating Company shall ensure all Works Contracts require the Works Contractor to prepare and provide a detailed quotation covering each change.
- 8.3.15 During the preparation of Works Contracts, where the Scheme has an Estimated Bid Value greater than £100,000, the Operating Company shall provide a report to the Director, in accordance with the requirements of Schedule 3 Contract Management, Section 1 Introduction, 1.5 Environmental Sustainability & Waste, setting out the feasibility of sourcing at least twenty percent (20%) of the materials required for the Scheme from recycled, secondary or re-used sources.



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When required by the Director, the Operating Company shall ensure that Works Contracts, where the Scheme has an Estimated Bid Value greater than £100,000, contains provisions requiring Works Contractors to use such material sourcing for the Scheme.

- 8.3.16 The Operating Company shall ensure that all Works Contracts contain provisions to allow the Director and the Performance Audit Group the right to access the locations of Works or Works Contractor's premises, with or without prior notification. The Operating Company shall provide all assistance necessary to ensure that access for such visits is available to the Director and the Performance Audit Group.
- 8.3.17 The Operating Company shall inform the Director immediately should it consider that there are conflicting requirements between the obligations detailed in Schedule 3 Contract Management, Section 8 Procurement & Management of Schemes, 8.5 Contract Management and the form of contract selected for a Works Contract.
- 8.3.18 The Operating Company shall use a self-certification, check and counter signature process to ensure the tender documents required for each Works Contract comply with the Director's requirements.
- 8.3.19 Prior to the issue of any tender documents and following completion of the Design, the Operating Company shall submit one (1) Electronic Copy of the finalised tender documents, including the model checklist provided in Schedule 3 Contract Management, Appendix 8 Procurement & Management of Schemes, Attachment 8.1 Model for Draft Tender Document Checklist to the Performance Audit Group for review and counter certification.
- 8.3.20 The Operating Company shall modify the tender documents when required by the Performance Audit Group. When satisfied that any required amendments have been dealt with, the Performance Audit Group will issue the Certificate shown in Schedule 3 Contract Management, Appendix 8 Procurement & Management of Schemes, Attachment 8.2 Draft Tender Document Certificates. The Operating Company shall remain responsible at all times for the drafting of the tender documents.
- 8.3.21 The Operating Company shall not proceed further with the procurement process and no tender documents shall be issued until the certification process is complete. This shall represent a Scottish Ministers' Hold Point in the Operating Company's Quality Plan.
- 8.3.22 No tender documents shall include any contingency sum other than a provisional sum that has been previously consented to by the Director.
- 8.3.23 Works Contracts shall be procured using a Works Contract with fixed price lump sum from the Director's library of model contracts in accordance with Schedule 1 Contract

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Management, Clause 6 Change Control, unless otherwise consented to in writing by the Director.

8.3.24 The Director's library of model contracts supports the use of Lane rental and Lane Occupation charge procedures and can accommodate varying maintenance periods of one, two or five years. The Works Contractor's responsibilities during the maintenance period can also be varied.

Prior to the preparation of each Works Contract, the Operating Company shall provide a report to the Director making recommendations on:

- (a) The suitability of the Works for the use of Lane rental charges,
- (b) The length of the maintenance period, and
- (c) The Works Contractor's responsibilities during the maintenance period.

8.3.25 At the discretion of the Director and as stated in the relevant Order, the Operating Company shall incorporate within each Works Contract the Director's requirements for Lane rental charges, the length of the maintenance period and the Works Contractor's responsibilities during these periods.

8.3.26 The Operating Company shall:

- (a) Use the Drawings, specifications and schedules prepared as part of the Design as stated in Schedule 2 Scope, Section 8 Design, Construction & Certification of Operations for the preparation and production of all tender documents to be issued to all tenderers,
- (b) Prepare for consent by the Director, a contract notice inviting applicants to apply to be on the tender list,
- (c) Prepare the Director's European Single Procurement Document (ESPD) and submit this to the Director for consent. This shall represent a Scottish Ministers' Hold Point in the Quality Plan,
- (d) When consented to by the Director, the Operating Company shall place both the contract notice and ESPD on the Public Contracts Scotland advertising portal,
- (e) The Operating Company shall assist the Director in responding to any questions from or clarifications sought by applicants relating to the ESPD,
- (f) Issue the tender documents,
- (g) Provide support to the Director for answering tender questions and providing clarifications within defined timescales, relating to the tender documents, and

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- (h) Undertake any other activities required by the Director to assist in the procurement of Works.

8.3.27 The Operating Company shall:

- (a) Use the Drawings, specifications and schedules prepared as part of the Design as stated in Schedule 2 Scope, Section 8 Design, Construction & Certification of Operations for the preparation and production of tender documents, as required by the Scottish Ministers' framework contract, to enable the Director to determine the most suitable framework contractor for the Scheme,
- (b) Provide support to the Director for answering questions and providing clarifications sought by framework contractors relating to the tender documents,
- (c) Undertake any other activities required to ensure the Director fulfils the requirements of the Scottish Ministers' framework contract, and
- (d) Undertake any other activities required to assist in the determination of the most suitable framework contractor for the Scheme.

8.3.28 The Director shall inform the Operating Company of the tender list for each Scheme.

8.3.29 Tenders shall not be invited for any Scheme under a Works Contract until the Director has issued confirmation to the Operating Company that:

- (a) Negotiations for entry to all the land required for the Works by the planned date for commencement of such Works have been completed,
- (b) Any required Traffic Regulation Order have been consented to and are in place,
- (c) Permissions required from the Scottish Environmental Protection Agency have been obtained and any licences required by the Controlled Activities (Scotland) Regulations 2005 are in place,
- (d) All necessary new or modified road orders for any such Scheme and, where required, the environmental impact assessment or the environmental statement, are not open to any statutory or legal challenge by any third party, and
- (e) The environmental notice has been published.

Confirmation from the Director shall represent a Scottish Ministers' Hold Point in the Operating Company's Quality Plan.

8.3.30 When instructed by the Director, the Operating Company shall issue the tender documents to the tenderers on the tender list.

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### **8.4 Award of Works Contracts and framework orders**

- 8.4.1 The Director will assess all tenders received and determine the winning tender. The Scottish Ministers will issue a letter of acceptance to the winning tenderer and inform the Operating Company of the details of the winning tenderer.
- 8.4.2 No later than twenty-five (25) Working Days prior to the commencement of the Works Contract, the Operating Company shall prepare and distribute copies of the Works Contract documents including the letters of acceptance, amendments and clarifications as follows:
- (a) An Electronic Copy and if requested a paper copy, to the Works Contractor,
  - (b) The original to the Performance Audit Group,
  - (c) One Electronic Copy, when requested, to the Performance Audit Group,
  - (d) One Electronic Copy to the Director,
  - (e) Electronic Copies as required for the use of the Contract Administrator(s), and
  - (f) One (1) paper and one (1) Electronic Copy to the Central Office where they shall be retained in accordance with the requirements of Schedule 3 Contract Management, Section 4 Systems, Plans & Records, 4.5 Records.

### **8.5 Contract management**

- 8.5.1 Subject to an Order, the Operating Company shall act as the Contract Administrator(s) according to the form of contract used for the Works Contract. When acting as the Contract Administrator(s), the Operating Company shall undertake the roles required of the Contract Administrator(s) as stated in this Schedule 3 Contract Management, Section 8 Procurement & Management of Schemes, 8.5 Contract Management.
- 8.5.2 The Operating Company shall ensure that all Works Contracts are executed, certified for payment and completed in accordance with the terms of the contract used.
- 8.5.3 The Operating Company shall ensure that any communications with the Works Contractor are responded to in accordance with the timescales detailed in the terms of contract used.
- 8.5.4 The Operating Company, in addition to undertaking the duties and roles of the Contract Administrator(s) according to the form of contract used, in acting as the Contract Administrator(s) shall:
- (a) Comply with the guidance documents provided by the Director,
  - (b) Review the Works Contractor's insurance documents to ensure compliance with the Works Contract requirements and report any discrepancies to the Director,

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- (c) Prepare for, and facilitate, partnering workshops when required by the Director,
- (d) Liaise and consult with relevant interested Parties including all Relevant Organisations, Statutory Authorities, Undertakers and Operational Partners and other third Parties as necessary,
- (e) Notify the Director of changes in accordance with the requirements of Schedule 3 Contract, Section 8 Procurement & Management of Schemes,
- (f) Attend Works Contract progress meetings,
- (g) Grant access to the Works Contractor to the Site, and
- (h) Deal with third party claims in accordance with the provisions of this Contract.

- 8.5.5 The Operating Company shall undertake the relevant duties required to fulfil the obligations of the CDM Regulations as stated in Schedule 2 Scope, Section 8 Design, Construction & Certification of Operations.
- 8.5.6 The Operating Company shall update the Carbon Management System Road Infrastructure Projects Tool using the data provided by the Works Contractor on the Carbon Management System contractors' data template for projects. The update of the Carbon Management System Road Infrastructure Projects Tool shall be completed no later than twenty-five (25) Working Days following the completion of the Works.
- 8.5.7 The Operating Company when acting as the Contract Administrator(s) shall comply with the restrictions on its authority given in this Schedule 3 Contract Management, Section 8 Procurement & Management of Schemes.
- 8.5.8 The Operating Company shall not authorise any person other than the accepted nominee(s) acting as Contract Administrator(s) to act on its behalf for any matter referred to in the Works Contract.
- 8.5.9 The Operating Company shall not authorise any person other than the accepted nominee(s) acting as the Contract Administrator(s) to act on its behalf at Works Contracts progress meetings except in exceptional circumstances and with the prior written consent of the Director.
- 8.5.10 No later than ten (10) Working Days prior to the commencement of the Works Contract on Site, the Operating Company shall provide the Director with a copy of the agreed programme and financial forecast for the Works Contract. The Operating Company shall monitor the programme and financial forecast and inform the Director, at intervals not exceeding one (1) month, of:

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- (a) The physical progress of the Works compared to the agreed programme, and
- (b) The current expenditure and forecast expenditure of the Works Contract compared to the financial forecast.

8.5.11 Within three (3) days of identification by the Operating Company of any circumstances that:

- (a) Will or may lead to increases or decreases in cost or value in the Works Contract, or
- (b) Result in changes in the bills of quantities, programme or milestone schedules contained in the Works Contract,

The Operating Company shall seek consent from the Director as required by Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations.

8.5.12 The Operating Company shall develop and propose standard templates for written reporting to the Director when acting as the Contract Administrator(s). These templates shall enable the keeping of a continuous record of physical progress of the Works, the expenditure to date and forecasts of the final costs of each Works Contract.

The proposed standard templates shall be submitted to the Director for consent no later than thirty (30) days prior to the Commencement of Service Date and when consented to, shall be used by the Operating Company for reporting on each Works Contract. The Director shall determine the frequency at which reports shall be submitted by the Operating Company for each Works Contract and notify the Operating Company when consenting to the standard templates.

8.5.13 The Operating Company shall comply with the requirements of Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations when in receipt of a Works Contractor's Application for Payment.

8.5.14 The Operating Company shall use standard forms certificate of payment CC1A, CCII and CCIII as shown in Schedule 3 Contract Management, Appendix 8 Procurement & Management of Schemes, Attachment 8.3 Contract Control Forms. For all Works Contracts regardless of value, the Operating Company shall submit forms CC1A and CCII to the Director with each payment request or monthly valuation, whichever shall be the lesser amount. Form CCIII shall be submitted to the Director for each Scheme at quarterly intervals.

8.5.15 Within twenty-five (25) Working Days of issuing the Certificate of Completion of a Works Contract involving Lane rental conditions, the Operating Company shall prepare and submit to the Director and the Performance Audit Group, the Lane rental monitoring form shown in Schedule 3 Contract Management, Appendix 8 Procurement & Management of Schemes,

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Attachment 8.4 Lane Rental Form in accordance with the requirements of the Design Manual for Roads and Bridges.

- 8.5.16 The Operating Company shall ensure that any proposals for changes to the Works or the programme are executed in accordance with the obligations stated in the Works Contract.
- 8.5.17 The Operating Company shall keep detailed Records of all relevant information to assist in any discussions, assessment or determination of the changes.
- 8.5.18 The Operating Company shall have the authority to issue changes in the specification for the Works, Works information, timing, quantities, cost or value that involve changes in expenditure without prior reference to the Director, only when:
- (a) There is an emergency when the safety of life or the Works is threatened by imminent danger, or
  - (b) The total value of the change proposed does not exceed five percent (5%) of the tender value or the change does not exceed £20,000 (whichever shall be the lesser amount).

All such changes shall be reported immediately to the Director in writing.

- 8.5.19 Any proposals for changes to the Works that are outwith the Operating Company's authority stated in Schedule 3 Contract Management, Section 8 Procurement & Management of Schemes, 8.5 Contract Management, 8.5.18 shall be referred to the Director for written consent prior to the changes to the Works being agreed.
- 8.5.20 Before the issue of any instruction to change or vary the Works, the Operating Company shall consider and value the direct and consequential effects of the various options for implementing change from a financial, engineering or time perspective. The Operating Company shall provide and record accurate estimates to support the selection and agreement of the best value option for the change.
- 8.5.21 All instructions to change or vary the Works shall be sufficiently detailed to show the precise identification of the location, a description of the change, the estimated cost or the actual cost of the change and any change to the agreed programme. The instructions to change or vary the Works issued to the Works Contractor shall not state the estimated cost or the actual cost of the change.
- 8.5.22 The Operating Company shall continually review and assess the progress and value of the Works executed under an instruction to change or vary the Works. Where the estimate of value changes for any Works Contract, the Operating Company shall immediately provide such information in writing to the Director, using forms CC1A, CCII and CCIII.

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- 8.5.23 Subject to the requirements in Schedule 3 Contract Management, Section 8 Procurement & Management of Schemes, 8.5 Contract Management, 8.5.18, the Operating Company shall execute the obligations for assessing and agreeing changes to the prices and agreed programme detailed in the form of contract used for the Works Contract. In advance of any Works that are the subject of an instruction to change or vary the Works being carried out by the Works Contractor, the Operating Company shall ascertain or determine the rates and prices in writing.
- 8.5.24 When the Operating Company has determined that the Works Contractor is entitled to a change in prices and has certified such for payment, subject to the valuation requirements stated in Schedule 3 Contract Management, Section 7 Control of Core & Ordered Operations and the requirements of Schedule 3 Contract Management, Section 8 Procurement & Management of Schemes, 8.5 Contract Management, 8.5.18 no further authority shall be required before payment is affected.
- 8.5.25 The Operating Company shall ensure that the details of any instruction to change or vary the Works that will increase the financial commitment are provided to the Director in sufficient time for the funds to be available when the payment becomes due. The Operating Company shall ensure that the Director's financial commitment for each Scheme is kept under continual review.
- 8.5.26 When the Works Contractor has notified its intention to refer a Dispute in accordance with the Dispute resolution procedures contained in a Works Contract, the Operating Company shall immediately notify the Director. The Operating Company shall provide the Director with all information relating to the Dispute. The Operating Company shall advise and support the Director in resolving the Dispute.
- 8.5.27 Upon request by the Director, the Operating Company shall provide written explanations, advice and recommendations within two (2) Working Days to the Director in respect of any issues whatsoever arising from any Works Contract.
- 8.5.28 The Operating Company shall record the date of receipt of the Works Contractor's monthly Application for Payment and all other communications from the Works Contractor.
- 8.5.29 The Operating Company shall forward the monthly Application for Payment together with forms CC1A, CCII and CCIII to the Director, copied to the Performance Audit Group, no later than ten (10) Working Days from receipt of the said Application for Payment.
- 8.5.30 When required by the form of Works Contract used, measurement of Works by the Operating Company shall proceed as a continuous activity to ensure that applications for interim



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payments (monthly Application for Payment) can be validated and the Works Contractor's final account settled in accordance with the provisions of the Works Contract.

- 8.5.31 Where the amount certified for payment for a monthly Application for Payment varies from the Application for Payment value submitted by the Works Contractor, the Operating Company shall inform the Works Contractor using an Appendix to form CC1A, no later than five (5) days before the final date for payment due date, in accordance with the provisions of the Works Contract, detailing the amount to be paid and any amounts not paid but claimed by the Works Contractor including the reasons why such amounts will not be paid by the Scottish Ministers. At the same time, the Operating Company shall provide copies of the correspondence to the Director and the Performance Audit Group.

The Operating Company shall ensure an Appendix to form CC1A constitutes the required payment and pay less notices as defined under Sections 110A and Section 111 of the Housing Grants, Construction and Regeneration Act (Scotland) 1996 as amended for the Local Democracy, Economic Development Construction Act 2009.

### **8.6 As-built records**

- 8.6.1 The Operating Company shall prepare as-built Drawings, maintenance schedules and construction and maintenance reports for all Works Contracts and shall include them with the other Records that are held in respect of each Works Contract in the Central Office. Such Records shall comply with the relevant Design Manual for Roads and Bridges standards and the CDM Regulations and shall be compiled progressively during the execution of the Works.
- A full set of such as-built Drawings and maintenance schedules, including an electronic version, shall be available within the Central Office no later than seventy five (75) Working Days after completion of the Works. These Records shall be updated by the Operating Company for all Works Contracts whenever a change to the Works is required.
- 8.6.2 The Operating Company shall produce as-built Records for Structures in accordance with the requirements of the Design Manual for Roads and Bridges. The Operating Company shall provide two copies of such as-built Records for Structures, including an electronic version, one for retention and maintenance within the Central Office and one for issue to the Director, no later than ten (10) Working Days after completion of the Works.
- 8.6.3 Where any work is undertaken following the completion of the Works as referred to in the Works Contract, the Operating Company shall amend all copies of the as-built Records accordingly and submit one copy to the Director no later than ten (10) Working Days after the work has been executed.

**9 Measuring performance**

**9.1 Audits by the Performance Audit Group**

9.1.1 The performance of the Operating Company in delivering the requirements of this Contract will be audited by the Performance Audit Group.

9.1.2 The Director and the Performance Audit Group will undertake both unannounced and programmed audits. When the Performance Audit Group intends to carry out a programmed audit, it will give ten (10) Working Days' notice to the Operating Company.

The Operating Company shall allow the Performance Audit Group to have unrestricted access at all times to the Operating Company's Central Office, offices, depots and all other places where work is prepared, executed or documents and Records are stored, including all Contract Personnel documentation and Records, in connection with any part of the Design and Operations.

9.1.3 This Schedule 3 Contract Management, Section 9 Measuring Performance does not apply to any other audits required under this Contract which are carried out by other organisations acting on behalf of the Director.

9.1.4 The arrangements for programmed audits by the Performance Audit Group are as follows:

- (a) No later than thirty (30) days prior to the Commencement of Service Date, the Operating Company shall provide the Performance Audit Group in writing with the names and contact details of the persons whom the Performance Audit Group shall contact to arrange audits,
- (b) The Operating Company shall notify the Performance Audit Group in writing of changes to the persons whom the Performance Audit Group shall contact to arrange audits,
- (c) The Performance Audit Group shall contact the relevant persons to arrange audits at least ten (10) Working Days before the proposed audit date,
- (d) The Performance Audit Group shall notify the Operating Company of the date, time and location of the audit and the name of the Performance Audit Group principal contact,
- (e) The Operating Company shall provide every assistance in ensuring unrestricted access for the Performance Audit Group and shall make available all necessary resources to allow the Performance Audit Group to carry out and complete the audits,

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- (f) At least five (5) Working Days before the date notified for the audit, the Performance Audit Group shall write to the Operating Company confirming:
  - (i) The location, date, time and programme for the audit,
  - (ii) The activities, topics or Records to be audited,
  - (iii) The topics for which documented procedures shall be made available for review by the Performance Audit Group, and
  - (iv) The names of the Performance Audit Group audit staff and the contact person who shall be undertaking the audit (“Auditors”), and
- (g) The Operating Company shall contact the Performance Audit Group immediately on receipt of the details specified in Schedule 3 Contract Management, Section 9 Measuring Performance, 9.1 Audits by the Performance Audit Group, 9.1.4 if it does not understand any matter in relation to the audit and shall clarify the requirements prior to the date of the audit.

9.1.5 The Performance Audit Group will conduct unannounced audits when instructed by the Director.

9.1.6 The Operating Company shall arrange for all requested data and other relevant and appropriate information to be available at the location of the audit and shall provide suitable working areas and facilities for the Auditors. If requested by the Auditors, the Operating Company shall provide photocopies or Electronic Copies of selected information. This requirement shall apply particularly to data in support of charges that are or may be included in invoices and Application for Payment.

9.1.7 An entry meeting between the Operating Company and the Performance Audit Group shall be held immediately before the audit. A senior representative of the Operating Company shall attend this meeting, together with those Contract Personnel who have direct responsibility for the data and activities to be audited. The purpose of the meeting is to ensure that the Contract Personnel are aware of the purpose of the audit and that the required data and information are available.

9.1.8 Performance Audit Group staff shall not discuss contractual issues with the Operating Company during the audit but may take notes or request copies of documents to enable them to bring issues to the attention of the Director.

9.1.9 The Contract Personnel shall not generally be required to be present at all times throughout the audit, but shall be readily available to deal with any questions that the Performance Audit Group may have. When requested, the relevant member of the Contract Personnel shall

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initial the Auditors' checklist or audit notes alongside points of fact recorded by the Auditors to confirm the accuracy of these. The relevant member of the Contract Personnel shall subsequently assist in any relevant discussions at the exit meeting required by Schedule 3 Contract Management, Section 9 Measuring Performance, 9.1 Audits by the Performance Audit Group, 9.1.10.

- 9.1.10 An exit meeting between the Operating Company and the Performance Audit Group shall be held at the end of the audit. A senior representative of the Operating Company shall attend the exit meeting with a representative from each of the offices, departments and sections of the Operating Company which were audited.

The Performance Audit Group shall inform the Operating Company of any matters arising from the audit and of any data and information that were not made available for inspection as part of the audit. The Operating Company shall have an opportunity at the exit meeting to record any comments that it may have regarding the manner in which the audit was conducted.

- 9.1.11 Any findings that the Performance Audit Group identifies shall be explained to the Operating Company. The Operating Company shall sign the relevant forms in acknowledgement that it understands the issues raised.

Whenever possible, the actions and timescales required to:

- (a) Correct the specific Non-Conformances identified in the audit,
- (b) Prevent recurrence of the Non-Conformances, and
- (c) Investigate the causes of the Non-Conformances and where necessary initiate further corrective actions.

To address the audit findings shall be agreed between the Operating Company and the Performance Audit Group at the exit meeting.

Subject to the other provisions of this Contract, the Operating Company shall take action to ensure the specific Non-Conformances are corrected within ten (10) Working Days after identification.

The Operating Company shall take immediate action to mitigate the effect of the Non-Conformances.

- 9.1.12 Where there is no agreement on actions and timescales reached at the exit meeting, the Operating Company shall write to the Performance Audit Group, providing the details stated in Schedule 3 Contract Management, Section 9 Measuring Performance, 9.1 Audits by the Performance Audit Group, 9.1.11, within three (3) Working Days after the completion of the

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audit. In these circumstances, the Operating Company shall still be required to adhere to the actions and timescale requirements stated in Schedule 3 Contract Management, Section 9 Measuring Performance, 9.1 Audits by the Performance Audit Group, 9.1.11 for mitigating and correcting Non-Conformances.

9.1.13 The Performance Audit Group will issue a report on the audit to the Operating Company, copied to the Director, within ten (10) Working Days after completion of the audit.

### **9.2 Performance monitoring**

9.2.1 When undertaking any Operations the Operating Company shall ensure all of its activities support the delivery of Transport Scotland's Asset Management Objectives as detailed in Schedule 2 Scope Section 1.6 Investment objectives of the Contract.

9.2.2 The Director will measure the performance of the Operating Company through the use of performance measures. The performance measures the Director will use are:

- (a) Performance Indicators and
- (b) Monitoring Indicators.

9.2.3 The Operating Company shall carry out the necessary data aggregation and analysis to provide the information required for all Performance Indicators and Monitoring Indicators to the Director no later than five (5) Working Days after the end of the relevant reporting period in the format provided by the Director, with a copy to the Performance Audit Group.

9.2.4 For the avoidance of doubt any failure by the Operating Company to perform the necessary calculations and record performance in relation to any Performance Indicators and Monitoring Indicators in accordance with the Contract including any Payment Adjustment Factors shall result in an adjustment to the valuation of Operations equal to the maximum Payment Adjustment Factor allowed under the Contract.

9.2.5 The Operating Company and the Director will meet no later than fifty (50) Working Day prior to the next Annual Period, on a date to be notified by the Director, to review the Performance measures in conjunction with the requirements of the Contract in relation to:

- (a) Amendments to measures for which improved datasets or measurement techniques are available,
- (b) Amendments to the status of any Indicator which could involve changing a Monitoring Indicator to a Performance Indicator or vice versa,
- (c) Amendments or additions to measures to reflect the priorities of Transport Scotland,

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- (d) Amendments or additions to measures to ensure continuous improvement.

Any proposals made by the Operating Company may be incorporated at the discretion of the Scottish Ministers.

- 9.2.6 The Performance Audit Group may issue a Notice of Non-Conformance when a Performance Indicator indicates a failure to achieve the required performance target stated in Schedule 3 Contract Management, Appendix 9 Measuring Performance, Attachment 9.1 Performance Indicators.
- 9.2.7 The maximum value that shall be reported for any Performance Indicator is 100 percent. The performance level required for each Performance Indicator is specified in Schedule 3 Contract Management, Appendix 9 Measuring Performance, Attachment 9.1 Performance Indicators.
- 9.2.8 The Operating Company shall prepare and submit the performance measure report in accordance with the timescale specified in Schedule 3 Contract Management, Appendix 9 Measuring Performance, Attachment 9.1 Performance Indicators and 9.2 Monitoring Indicators.
- 9.2.9 For the avoidance of doubt any adjustment, to the data aggregation and analysis to provide the information required for any Performance Indicators and / or Monitoring Indicators, necessary because the Operating Company has been prevented from performing Operations in accordance with the Contract by the acts or omissions of the Scottish Ministers, shall be at the sole discretion of the Director, acting reasonably at all times.

### **9.3 Payment Adjustment Factors**

- 9.3.1 The Payment Adjustment Factors detailed in Schedule 3 Contract Management, Section 9 Appendix 9 Measuring Performance, Attachment 9.3 Payment Adjustment Factors shall be used to set out the quantity and frequency of the Payment Adjustment Factors associated with each Performance Indicator.
- 9.3.2 For the avoidance of doubt Performance Indicators that are specific to a period of time (e.g. The Winter Service Period) shall only apply during that particular period of time and shall not be used in any way in any measurement of performance during the period(s) they do not apply.

### **9.4 Publication of performance & Monitoring indicators**

- 9.4.1 The Director may publish the Performance Indicators and Monitoring Indicators.

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**Appendix 1 – Introduction Attachments**

Attachment 1.1 Reporting & Submissions – Defects & Inspections

Attachment 1.2 Reporting & Submissions - Other

Attachment 1.3 Meeting Schedule

Attachment 1.4 Employment Skills Plan

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**Appendix 2 – Key People Attachments**

Attachment 2.1 Core Management Team and Key Staff

Attachment 2.2 Role Profiles for Core Management Team and Key Staff

Attachment 2.3 Professional Services Register



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**Appendix 3 – Office, Depots & Other Infrastructure Attachments**

Attachment 3.1 Lease Agreement

Attachment 3.2 Details of the Operating Company's Central Office, Depots and Offices

Attachment 3.3 Quarries & Tips

Attachment 3.4 – Equipment, Materials, Plant and Spares Owned by the Scottish Ministers to be Provided for use by the Operating Company Solely for the Pursuance of this Contract

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**Appendix 4 – Systems, Plans & Records Attachments**

Attachment 4.1 Operating Company Internal Audit Schedule

Attachment 4.2 Schedule of Records to be Transferred by Operating Company to a Successor Organisation

Attachment 4.3 Records Retention Periods

Attachment 4.4 Historical Records Report

**Appendix 5 – Stakeholder and Customer Engagement Attachments**

Attachment 5.1 Customer Care Forum

Attachment 5.2 Operating Company Stakeholder Management Plan

Attachment 5.3 Roads Enquiries

Attachment 5.4 Media Enquiry Forms

Attachment 5.5 Location of Existing Network Customer Information Signs

Attachment 5.6 Use of Social Media

Attachment 5.7 Roads Complaints Handling Procedure

Attachment 5.8 Roads Operating Company Complaints Register

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**Appendix 6 – Disclosure of information Attachments**

Not Used

**Appendix 7 - Control of Core & Ordered Operations Attachments**

Attachment 7.1 Categories of Operations

Attachment 7.2 Works Contractor Work Codes & Items Numbers

Attachment 7.3 Calculations Required for Carbon Emissions Report through AMPS

Attachment 7.4 Work Codes

Attachment 7.5 Statement of Intent & Value for Money Assessments

Attachment 7.6 Equality Act Requirements

Attachment 7.7 Statement Reports

Attachment 7.8 Financial Monitoring & Forecasting Reports

Attachment 7.9 Notification of the Final Valuation of Repair of an Incidence of Damage to Crown Property

Attachment 7.10 Third Party Claims Notice Form

Attachment 7.11 Letter Accompanying Third Party Claims Notice Form

Attachment 7.12 Third Party Claims Operating Company Report Form

Attachment 7.13 Damage to Crown Property Consolidated Report

Attachment 7.14 Form of Assignment of Rights Agreement & Notice of Assignment Rights

Attachment 7.15 Report of an Incidence of Damage to Crown Property

Attachment 7.16 Report of Incidence of Damage to Crown Property - Parapet

**Scottish Trunk Road Network Management Contract  
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**Appendix 8 - Procurement & Management of Schemes Attachments**

Attachment 8.1 Model for Draft Tender Documents Checklist

Attachment 8.2 Draft Tender Document Certificates

Attachment 8.3 Contract Control Forms

Attachment 8.4 Lane Rental Form

**Scottish Trunk Road Network Management Contract  
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**Appendix 9 – Measuring Performance Attachments**

Attachment 9.1 Performance Indicators

Attachment 9.2 Monitoring Indicators

Attachment 9.3 Payment Adjustment Factors