

This is Document “Schedule 4 Part 2” referred to in this Contract

SCOTTISH MINISTERS’ REQUIREMENTS

SCHEDULE 4 PART 2

CONTRACT CONTROL AND MANAGEMENT

CONTENTS

	Page No
1 INTRODUCTION	1
2 FINANCIAL AND CONTRACT MANAGEMENT PROCEDURE	1
2.1 The Annual Process	1
2.2 Bids	1
2.3 Orders	3
2.4 Operating Company Operations Instructions for Work	9
2.5 Operating Company Statements for Payment Purposes	11
2.6 Operating Company Financial Management Flexibility	13
2.7 Works Contractor Financial Control	15
2.8 Financial Monitoring and Forecasting Process	16
3 OPERATING COMPANY GENERAL OBLIGATIONS	17
3.1 Staffing	17
3.2 Operating Company Procedures for Financial Control	17
4 CONTRACT CONTROL AND MANAGEMENT SYSTEM	21
4.1 Introduction	21
4.2 Specification	21
4.3 Detailed Functions and Functionality Requirements	25
4.4 General Functionality	25
4.5 Management and Operation	30
ANNEX 4.2/A – Orders	35
ANNEX 4.2/B – Work Series and Codes	39
ANNEX 4.2/C – Further Detailed Enquiry	45
ANNEX 4.2/D – Further Detailed Direction	49
ANNEX 4.2/E – Statement Reports	53
ANNEX 4.2/F – Financial Monitoring and Forecasting Reports	63
ANNEX 4.2/G – Work Codes – Scottish Executive Accounting System Linkages	71
ANNEX 4.2/H – Budgets	75
ANNEX 4.2/I – Works Contractor Series and Item Numbers	79
ANNEX 4.2/J – Terminal and Printer Requirements	83
ANNEX 4.2/K – Detailed Functions and Functionality of the Contract Control and Management System	87

ANNEX 4.2/L – Standard Reports from the Contract Control and Management System **111**

SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 4 PART 2

CONTRACT CONTROL AND MANAGEMENT SYSTEM

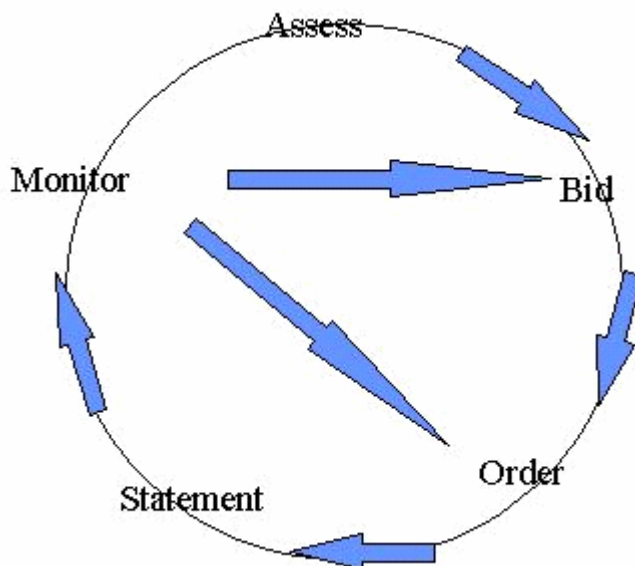
1 INTRODUCTION

This Part 2 of this Schedule 4 covers the process procedure and system requirements which shall be used by both the Director and the Operating Company to issue Orders, record Scheme delivery and make due claims for payment.

2 FINANCIAL AND CONTRACT MANAGEMENT PROCEDURE

2.1 The Annual Process

2.1.1 Subject to the other provisions of this Contract, the financial management and monitoring process of programmes and budgets for this Contract shall be based on operating through an Annual Cycle of events as follows



Schedule 4 Part 2 Figure 2.1.1.A – Annual Cycle

2.1.2 Subject to the other provisions of this Contract the Annual Cycle referred to in Figure 1 of this Part 2 of this Schedule 4 shall comply with the steps (vi) to (x) set out in paragraph 2.1.2.1 of Part 1 of Schedule 4.

2.1.3 Key dates and activities within the cycle of events for contract control and management are referred to in paragraph 2.1.3 of Part 1 of Schedule 4.

2.2 Bids

2.2.1 Bids

2.2.1.1 Part 1 of Schedule 4 refers to the procedure to be used by the Operating Company when issuing Bids. For each Scheme a Bid shall contain the following information

Scheme Identifier	<p>Each Scheme shall be allocated a unique Scheme Identifier by the Contract Control and Management System which shall identify the Unit and be unique to that Scheme.</p> <p>Each Scheme Identifier shall be linked to a valid Work Code.</p> <p>The Scheme Identifier numbering convention shall be as the following example</p> <p>06/NW/0301/001</p> <p>06 – start year (in this case 2006)</p> <p>NW – Unit – NW, NE, SE, SW</p> <p>0301 – Work Code</p> <p>001 – Unique sequential number - three digits (XXX) range 001 to 999</p>
Route	The route number or All-Routes shall be inserted as appropriate.
Work Code	<p>The appropriate Work Code from the list at Annex 4.2/B to this Part 2 of this Schedule 4 shall be inserted for each Scheme.</p> <p>This shall be the same as the Work Code identified in the Scheme Identifier</p>
Location, Description and Other Details	<p>In addition to the location and brief description of the Operations details of any timing requirements including start and end dates shall be inserted as appropriate together with any restrictions.</p> <p>All bridges Schemes shall begin with a Structure reference number from the Trunk Road Bridges Database.</p> <p>Scottish Executive Road Information System Identifier inserted where one exists.</p>
Bid Estimate of Costs	<p>The Estimate of Costs of each Scheme shall be inserted. This shall be broken down into Operations and Works and also into appropriate Financial Years. The Estimate of Costs shall include a complete breakdown including details of all quantities and rates and prices used.</p> <p>All Scheme Estimates of Costs shall exclude Value Added Tax and Contract Price Fluctuation.</p> <p>All Bids shall have non-zero values associated with them.</p>
Additional Scheme Information	This shall include but not be limited to any statements of intent and Value for Money Assessments, value management and value engineering exercises when undertaken, feasibility studies, engineering reports and the like.

2.2.1.2 Estimates Of Costs within Bids shall be determined by the Operating Company as follows

- (i) for Operations the relevant rates and prices held within the Contract Control and Management System shall be used with estimated quantities to develop such costs.
- (ii) for Works rates and prices from recent similar Works Contracts shall be used with estimated quantities to develop costs.

2.3 Orders

2.3.1 Orders

2.3.1.1 An Order can contain within it one or more Schemes.

An example of an Order containing more than one Scheme shall be shown at Annex 4.2/A to this Part 2 of this Schedule 4.

Each Scheme within an Order shall as a minimum contain the following information

Order Number	<p>This shall be a unique consecutive numbering system which shall identify the Unit and be unique to that Order.</p> <p>The Order numbering convention shall be as the following example.</p> <p>06NWC001</p> <p>06 – start year (in this case 2006)</p> <p>NWC – Unit – NW, NE, SE, SW</p> <p>001 – consecutive Order number</p>
Scheme Identifier	The Scheme Identifier shall be that issued with the Bid as referred to in the table in paragraph 2.2.1.1 of this Part 2 of this Schedule 4.
Route	The route number or All-Routes shall be inserted as appropriate.
Work Code	The appropriate Work Code from the list at Annex 4.2/B to this Part 2 of this Schedule 4 shall be inserted for each Scheme. This shall be the same as the Work Code identified in the Scheme Identifier.
Location, Description and Other Details	<p>In addition to the location and brief description of the Operations details of any timing requirements including start and end dates shall be inserted as appropriate together with any restrictions.</p> <p>All bridges Schemes shall begin with a Structure reference number from the Trunk Road Bridges Database.</p> <p>Scottish Executive Road Information System Identifier inserted where one exists.</p>
Order Value of the Scheme	<p>The Order value of the Scheme shall be inserted. This may be a negative number if the value of a previous Order has been decreased.</p> <p>All Scheme Order values identified in the Order shall exclude Value</p>

	<p>Added Tax and Contract Price Fluctuation.</p> <p>All Schemes within an Order shall have non-zero values associated with them.</p>
Total Order Value of Scheme within Financial Year	This shall be the cumulative value for the Scheme to date within the Financial Year.
Total Value of Scheme to date	This shall be the total Order value of the Scheme within the Financial Year plus the actual Statement values covering any previous Financial Years.

2.3.1.2 Each Order shall also contain the following information

Cumulative Value of Order	This shall be the total cumulative value of all Schemes within the Order. i.e. the total of all “Order Value of the Scheme” amounts within the Order.
---------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------

2.3.1.3 Generally Orders shall be issued by the Director based upon Bids submitted by the Operating Company.

However the Director retains the right to generate Scheme Identifiers and issue stand alone Orders which shall not be based upon Bids submitted by the Operating Company.

2.3.1.4 The Director may vary the work content the extent and the value of a Scheme which shall be the subject of an Order by issuing a further Order.

2.3.2 Further Detailed Enquiries Associated with Orders Previously Issued

2.3.2.1 Notwithstanding any other provisions of this Contract, when the Operating Company shall be unclear as to the Operations to be undertaken in relation to an Order and requires clarification it shall issue to the Director as soon as it shall become aware of such lack of clarity a Further Detailed Enquiry seeking whatever clarification it considers appropriate.

2.3.2.2 An example of a Further Detailed Enquiry shall be as shown at Annex 4.2/C to this Part 2 of this Schedule 4.

A Further Detailed Enquiry shall contain as a minimum the following information

Further Detailed Enquiry Identifier	This shall be a consecutive number within a unique numbering system for the Unit.
Subject Heading	An appropriate subject heading.
Enquiry	The detail of the enquiry being lodged.

Solutions or Options Proposed	Although the Operating Company shall be seeking clarification it shall within each Further Detailed Enquiry identify what it considers to be the optimum solution to the problem or a range of options for consideration by the Director.
Requested Date for Response	A requested date for response shall be inserted.
Related Scheme Identifier(s)	The Scheme identifiers(s) already issued in the Order to which the Further Detailed Enquiry refers.
Order Number	The Order number on which the Scheme was originally issued.
Operating Company Contact	The contact nominated by the Operating Company to handle the matter in respect of such Further Detailed Enquiry.
Additional Supporting Documents	This shall include any textual documents spreadsheets databases presentations photographs drawings programmes and the like to support the Further Detailed Enquiry.

2.3.2.3 The Director shall have sole discretion as to whether or not it shall be appropriate to issue a response to a Further Detailed Enquiry issued by the Operating Company.

2.3.2.4 The Contract Control and Management System shall be configured to ensure that no Further Detailed Enquiry shall be able to be issued without a valid Scheme Identifier and valid Order reference.

In those cases where a general enquiry shall be being made the routine services activity Scheme and Order shall be used.

The routine services activity Work Code shall be 0703.

2.3.3 Further Detailed Directions associated with Orders previously issued

2.3.3.1 A Further Detailed Direction shall be issued to the Operating Company by the Director either in response to a Further Detailed Enquiry or when considered appropriate to clarify or provide further details in respect of existing Orders.

A Further Detailed Direction may only be issued in situations where an Order has already been issued.

Such a Further Detailed Direction shall for the purposes of this Contract be treated by the Operating Company as if it was an Order issued under this Contract.

2.3.3.2 An example of a Further Detailed Direction shall be as shown at Annex 4.2/D to this Part 2 of this Schedule 4.

A Further Detailed Direction shall contain as a minimum the following information

Further Detailed Direction Number	This shall be a consecutive number within a unique numbering system for the Unit.
Further Detailed Enquiry or Confirmation of Oral Order Number	If the Further Detailed Direction shall be in response to a Further Detailed Enquiry or Confirmation of Oral Order then the Further Detailed Enquiry or Confirmation of Oral Order number shall be recorded.
Direction	The detail of the direction being given including the payment mechanism where appropriate.
Date for Completion	A date for completion shall be issued if appropriate.
Scheme Identifier(s)	The Scheme identifiers(s) already issued in the Order to which the Further Detailed Direction refers. This shall not required if this shall be a response to a Confirmation of Oral Order as referred to in paragraph 2.3.5.1 of this Part 2 of this Schedule 4.
Order Number	The Order number on which the Scheme was originally issued. This shall not be required if this shall be a response to a Confirmation of Oral Order as described at paragraph 2.3.5.1 of this Part 2 of this Schedule 4.
Trunk Roads – Network Management Division Contact	The contact nominated by the Director to handle the matter.
Actual Completion Date	The date by which the Further Detailed Direction was deemed to be complete by the Operating Company.
Director Objects	Where a date for completion has been entered, a flag to allow the Director to indicate that he shall not be content that the Operations relating to the Further Detailed Direction shall be complete. (This flag shall default to Yes)

2.3.3.3 The Director shall have sole discretion as to whether or not it is appropriate to issue a Further Detailed Direction in response to a Further Detailed Enquiry.

2.3.3.4 When a Further Detailed Enquiry or Further Detailed Direction shall be issued that relates to an Order the Order register shall be updated to identify that a dependent Further Detailed Direction exists.

2.3.3.5 The Contract Control and Management System shall be configured to ensure that no Further Detailed Direction shall be able to be issued without a valid Scheme Identifier and valid Order.

In those cases where a general enquiry shall be being made the routine service activity Scheme and Order shall be used.

The routine service activity Work Code shall be 0703.

2.3.4 Operating Company Scheme Completion Procedure

- 2.3.4.1 The Operating Company shall log within the Contract Control and Management System the actual date when all Operations within each individual Scheme shall have been completed.

This date shall be known as the Scheme Completion Date and shall be logged into the Contract Control and Management System within 7 days of actual completion of the Operations.

Likewise the Operating Company shall log within the Contract Control and Management System the actual date when all Further Detailed Directions within each individual Scheme have been completed.

A Scheme shall not be complete until such time as all Further Detailed Directions associated with the Scheme shall have been completed and the “Director objects” flag in the Contract Control and Management System has been changed to “No”.

- 2.3.4.2 The Operating Company shall log within the Contract Control and Management System the date on which it considers that all of the costs for a Scheme shall have been included in a Statement.

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 within 8 weeks of the Scheme Completion Date being logged as referred to in paragraph 2.3.4.1 of this Part 2 of this Schedule 4. The Operating Company shall not be entitled to claim any further costs for a Scheme after the Scheme Closure Date.

Where a Scheme relates to a Lump Sum activity the Operating Company shall within 14 days of the end of each Financial Year log the Scheme Closure Date within the Contract Control and Management System to verify that it has claimed the full costs of each of the monthly lump sums activities for that Financial Year.

- 2.3.4.3 The Director shall monitor the performance of the Operating Company with regard to the period between the completion of Schemes and finalisation of their costs within Statements.

- 2.3.4.4 Should the Operating Company not log a Scheme Closure Date within 56 days of a Scheme Completion Date being logged then the Contract Control and Management System shall on such 56th day automatically enter that date as the Scheme Closure Date and shall bar the Operating Company from entering any further costs against the Scheme.

There shall be a facility to allow the Director to lift this bar at his discretion.

Where a Scheme relates to a Lump Sum activity should the Operating Company not have logged within 14 days of the end of the Financial Year the Scheme Closure Date the Contract Control and Management System shall on such 14th day automatically enter that date as the Scheme Closure Date and shall bar the Operating Company from entering any further costs against the Scheme.

- 2.3.4.5 Subject to the other provisions of this Contract if within 12 weeks of a Scheme Closure Date the Director has not notified to the Operating Company via the Contract Control and Management System that he considers that the Scheme shall not be complete or that he has objections to the final and conclusive amount claimed for any such Scheme then such final and conclusive amount shall be deemed to be accepted by the Director.

2.3.5 Oral Orders

2.3.5.1 In exceptional circumstances the Director may instruct Operations orally without the immediate issue of a written Order.

Such instruction shall be termed an oral Order. On receipt of an oral Order the Operating Company shall by 10.00 a.m. of the next Working Day issue to the Director a Confirmation of Oral Order together with a Bid to cover the Operations which shall be the subject of such oral Order.

2.3.5.2 A Confirmation of Oral Order shall contain as a minimum the following information

Confirmation of Oral Order Number	This shall be a consecutive number within a unique numbering system for the Unit.
Trunk Roads – Network Management Division Contact	Name of the staff member within Trunk Roads – Network Management Division who issued the oral Order.
Date and Time	The date and time when the oral Order was issued by the staff member in Trunk Roads Network Management Division.
Bid Identifier	The Identifier of the Bid which shall be supporting the Confirmation of Oral Order.
Scheme Identifier(s)	The Scheme Identifier(s) included within the supporting Bid.
Comments	Any comments which the Operating Company wishes to make in relation to the oral Order which it would not be appropriate to include within the Bid.
Operating Company Contact	The contact nominated by the Operating Company to handle the matter in respect of the Confirmation of Oral Order.

2.3.5.3 Within 1 Working Day of receipt of a Confirmation of Oral Order and the supporting Bid the Director shall either

- (i) issue an Order accepting the Bid as submitted and respond to the Confirmation of Oral Order with a Further Detailed Direction confirming such
- (ii) issue an Order revising the Bid as submitted and confirm the changes made using a Further Detailed Direction or
- (iii) issue a Further Detailed Direction explaining why he considers that an oral Order has not been issued.

2.3.5.4 Should the Operating Company for any reason not issue a Confirmation of Oral Order and Bid to cover an oral Order within the timescale as described in paragraph 2.3.5.1 of this Part 2 of this Schedule 4 or should the Director for any reason not undertake within the timescale referred to one of the actions referred to in paragraph 2.3.5.3 of this Part 2 of this Schedule 4 then such Order shall be

deemed henceforth to be terminated and the Operating Company shall terminate the relevant Operations as quickly as possible.

2.3.6 General Communications between the Operating Company and the Director

2.3.6.1 Where the Operating Company wishes to discuss in writing information relating to Schemes Bids and Orders the Operating Company shall attach the correspondence with the Director to the Scheme Bid or Order in question.

2.4 Operating Company Operations Instructions for Work

2.4.1 The Operating Company shall issue Operations Instructions for the undertaking of all Operations which shall be the subject of an Order or a 9901 Activation. The information to be contained in an Operations Instruction shall be as shown in Annex 4.2/K to this Part 2 of this Schedule 4.

2.4.2 Operations Instructions shall be issued by the Operating Company to its depots sub-offices and the like using the Contract Control and Management System.

All Operating Company depots sub-offices and the like shall have the capacity to issue hard (paper) copies of Operations Instructions to Operations personnel.

2.4.3 Where more than fifty percent of the estimated value of an Operations Instruction in aggregate shall be valued under Series 6200 Professional Services Rates and Series 6500 Time Work Schedule. The Operations Instruction shall be prevented from being issued by the Contract Control and Management System.

In such situations the Operating Company shall issue to the Director a draft copy of the Operations Instruction requesting consent for such Operations. The Director shall consent to or reject such a request using a voting button within the Contract Control and Management System.

2.4.4 Each Operations Instruction requires to have inserted within it all of the series/items and M D and S types within the Schedule of Rates and Prices to be used when claiming payment from the Scottish Ministers for the related Operations. Subject to the other provisions of this Contract where the Operating Company considers that the items within the Schedule of Rates and Prices shall not be applicable to the Operations to be undertaken and proposes subject to the other provisions of this Contract to use

- (i) rates or prices deduced from applicable rates and prices as referred to in Clause 10.1.1(ii) of Schedule 1 or
- (ii) rates or prices by measurement and valuation in accordance with fair rates and prices as referred to in Clause 10.1.1(iii) of Schedule 1

the following procedure shall be used

- (iii) the Operating Company shall submit to the Director a proposed item description a unit of measurement and
 - (a) 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.

- (iv) the Director shall review the wording of the item description and if he considers that existing rates and prices contained in the Schedule of Rates and Prices shall not be applicable to the Operations he shall insert a suitable

description together with a new series/item number and a unit of measurement into the Schedule of Rates and Prices held within the Contract Control and Management System.

- (v) the Director shall also determine a rate or price, hereinafter called the determined rate or price, in consultation as he deems necessary with the Operating Company and shall insert such determined rate or price into the Schedule of Rates and Prices held within the Contract Control and Management System.
- (vi) where a determined rate or price shall be held within the Contract Control and Management System, it shall remain in place unless it shall have been reviewed and changed by the Director or as a result of the Disputes Resolution Procedure in which case a revised and final rate or price shall be inserted by the Director.
- (vii) when a final rate or price for a series/item shall be inserted into the Contract Control and Management System to supersede a determined rate or price then the Contract Control and Management System shall automatically generate an Operations Instruction showing the cumulative quantity to date for that series/item as a positive number against the final rate or price and the cumulative quantity to date for that series/item as a negative number against the determined rate or price.
- (viii) the Operating Company shall validate the Operations Instruction described at paragraph 2.4.4(vii) of this Part 2 of this Schedule 4 and insert it into the next Statement.
- (ix) where the Operating Company undertakes Operations which were unforeseen at the time of the issue of the Operations Instruction and it considers that the series/items within the Schedule of Rates and Prices do not cover the scope of the unforeseen Operations undertaken it may subject to the other provisions of this Contract propose use of
 - (a) rates or prices deduced from applicable rates and prices as referred to in Clause 10.1.1(ii) of Schedule 1 or
 - (b) rates or prices by measurement and valuation in accordance with fair rates and prices as referred to in Clause 10.1.1(iii) of Schedule 1.

In such a situation the information specified in paragraph 2.4.4(iii) of this Part 2 of this Schedule 4 shall be submitted to the Director within 5 Working Days of the Scheme Completion Date.

2.4.5 The paper Site copy of each Operations Instruction shall include a section allowing Site changes to Operations required by the conditions encountered on Site to be recorded together with the reasons for such changes.

Changes to be recorded on each Site Operations Instruction shall include but not be limited to 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.

This Operations Instruction Site copy shall be retained in the depot sub-office or the like and a copy shall be returned to the Central Office within 3 Working Days of the Operation being completed.

2.4.6 Each Site Operations Instruction shall be signed off on Site by an authorised member of staff within the Operating Company to verify that the nature and extent of the Operations shown on the amended Operations Instruction have been undertaken satisfactorily and were necessary.

Each Site Operations Instruction shall require to be countersigned within 3 working days of the completion of the Operations by the authorised manager within the Operating Company responsible for the said Operations.

2.4.7 All changes to Operations Instructions which have been recorded on the Site copy of the Operations Instruction shall be logged onto the Contract Control and Management System within 5 Working Days of completion of the Operations. This shall not change the master record of the originally issued Operations Instruction.

2.4.8 Where the Operating Company wishes to undertake a number of Operations related to different Scheme Identifiers at the same location, it may issue a Consolidated Operations Instruction containing a number of Operations Instructions.

Each Consolidated Operations Instruction shall be issued with a unique consecutive identifier number.

The individual Operations Instructions within a Consolidated Operations Instruction shall be dealt with as described in paragraphs 2.4.1 to 2.4.7 inclusive of this Part 2 of this Schedule 4.

2.5 Operating Company Statements for Payment Purposes

2.5.1 Statement Format

2.5.1.1 The Contract Control and Management System shall be capable of holding all of the Statement data as referred to in Annex 4.2/E to this Part 2 of this Schedule 4.

The Operating Company shall prepare and lodge within the Contract Control and Management System the following five reports which together with supporting documentation for Operations that shall be paid under Time Works Schedule shall form the Statement each month

- (i) a full Statement report as referred to in Annex 4.2/E/2 to this Part 2 of this Schedule 4.
- (ii) a simplified Statement report referred to in Annex 4.2/E/3 to this Part 2 of this Schedule 4.
- (iii) a full Statement report as referred to in Annex 4.2/E/4 to this Part 2 of this Schedule 4 reporting at Operations Instruction level.
- (iv) a Scottish Executive Accounting System Statement report allocating all costs within the Statement to Scottish Executive Accounting System codes as specified at Annex 4.2/G to this Part 2 of this Schedule 4.
- (v) supporting documentation for Operations which shall be paid under Time Work Schedule as specified at paragraph 4.4.9.1 of this Part 2 of this Schedule 4.

2.5.1.2 Where any element of any Statement shall be identified by the Director as a disputed element the Performance Audit Group on behalf of the Director shall transfer any such elements from Part A to Part B of the Statement and shall create a Payment Notified Record. The Scheme Identifier and Work Code for each

disputed element shall not be changed by the transfer from Part A to Part B of the Statement.

Where the Operating Company shall require to make any claim for payment which for any reason cannot be made using any other provision of this Contract, the Operating Company shall initially submit such claim for payment as a Bid under Work Code 9901 and the Director shall activate such a Bid for the sum shown in the Bid 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 paragraph 2.5.1.2 the activation by the Director of a 9901 Activation shall not entitle the Operating Company to any payment within the Contract.

Any claim for payment for any Scheme created under a 9901 Activation shall initially be deemed to be disputed by the Director. A claim for payment for a Scheme created under a 9901 Activation shall be placed by the Operating Company in Part A of the Statement. Where any part of such a Scheme shall continue to be identified by the Director in Statements as a disputed part the Performance Audit Group on behalf of the Director shall transfer any such part from Part A to Part B of the Statement and shall create a Payment Notified Record. The Scheme Identifier and Work Code 9901 for each disputed part of a Scheme shall not be affected by the transfer from Part A to Part B of the Statement.

The Performance Audit Group on behalf of the Director shall issue to the Operating Company a copy of the Payment Notified Record in relation to any Statement prior to making payment against any such Statement and the Operating Company shall ensure that any parts of any Scheme created under a 9901 Activation transferred from Part A to Part B of the Statement shall remain in Part B of any future Statement unless withdrawn from the Statement by the Operating Company or payment made for any part of any such Scheme by the Director.

When the Director shall consider that any Scheme created under a 9901 Activation or any part of any such Scheme shall no longer be disputed the Director shall write to the Operating Company informing it accordingly. In such a circumstance the Operating Company shall

- (i) create and issue to the Director a new Bid and Scheme Identifier for such part which shall no longer be disputed by the Director using a Work Code appropriate to the Operations undertaken within such part. Such Bid shall require to include reference to the original Scheme Identifier created under the 9901 Activation. and the appropriate value against the new Scheme Identifier
- (ii) submit a revised Bid for the original Scheme created under the 9901 Activation reducing its value by the equivalent of the value of the new Scheme.

The Director shall create an Order for the Bid for the new Scheme and a 9901 Activation for the revised Bid for the original Scheme.

2.5.2 Submission of Statements

- 2.5.2.1 All Operating Company Statements in the format referred to in paragraph 2.5.1.1 (ii) and (iv) of this Part 2 of this Schedule 4 shall be submitted in paper form to the Director and the Performance Audit Group and shall be supported by the other

Statement reports referred to in paragraph 2.5.1.1 of this Part 2 of this Schedule 4 logged within the Contract Control and Management System.

Notwithstanding any other provision of this Contract any Operating Company Statement on paper which shall not be supported by the required supporting Statement reports logged within the Contract Control and Management System shall be deemed not to be a valid Statement and shall not be accepted by the Director.

2.5.2.2 The Operating Company shall send the paper copies of all Operating Company Statements to

Trunk Roads - Network Management Division: Branch 5
Scottish Executive
Mail Point 33
1D(W)
Victoria Quay
Edinburgh
EH6 6QQ
(For the attention of Mr John Wright)

or to any other address notified to the Operating Company in writing by the Director.

2.5.3 Supporting Information

2.5.3.1 The Operating Company shall retain within the Contract Control and Management System all supporting documentation related to Operations for which Statements have been prepared

Subject to the other provisions of this Contract this data shall be held for a period of at least 6 years after the end of the Defects Liability Period.

2.6 Operating Company Financial Management Flexibility

2.6.1 Financial Management of Orders

2.6.1.1 Financial management and monitoring of the Operations shall be carried out by the Operating Company at individual Scheme level against the total value within the Order(s) for such Scheme.

The following rules shall apply

- (i) If any Scheme seems likely to exceed the Total Order Value of Scheme within the Financial Year referred to the latest Order as indicated by the cumulative value of associated Operations Instructions for such Scheme the Operating Company shall immediately issue to the Director a revised Bid for the Scheme setting out the reasons for the increase in costs.

This shall be accompanied by a revised Bid for other Schemes within the same Work Code 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.

- (ii) 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 then the Operating Company shall immediately issue to the Director a revised Bid for the Scheme setting out the reasons for the decrease in costs.

This shall be accompanied by a revised Bid for Operations where the under-spend may be used.

- 2.6.1.2 Where for whatever reason the Operating Company shall require to authorise a variation at a specific Site to the scope of the Operations within a Scheme such that increased costs shall occur, then additional costs of up to 10 percent of the Total Value of Scheme 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.

In such a situation the Operating Company shall within 2 Working Days of having issued such authorisation issue to the Director a revised Bid for the Scheme setting out the reasons for the increase in costs.

This shall be accompanied by a revised Bid for other Schemes within the same Work Code to produce a matching saving.

The Director shall within 2 Working Days issue a further Order to cover the increase and revise other Schemes as appropriate.

- 2.6.1.3 Paragraph 2.6.1.2 of this Part 2 of this Schedule 4 exists to allow the Operating Company flexibility to enable it to manage changed circumstances found on Site thus ensuring continued delivery of Operations on Site.

However should the Director consider at his sole discretion that the use of this flexibility shall be being abused by the Operating Company then he retains the right to withdraw from the Contract the provisions of paragraph 2.6.1.2 of this Part 2 of this Schedule 4.

In such an event all resulting costs of whatsoever nature shall be borne by the Operating Company.

- 2.6.1.4 Paragraph 2.6.1.2 of this Part 2 of this Schedule 4 does not apply to Works Contracts which shall be procured supervised managed and monitored as referred to in Part 1 of Schedule 6.

- 2.6.1.5 Paragraph 2.6.1.2 of this Part 2 of this Schedule 4 does not apply to Schemes where the payment mechanism shall be a monthly lump sum.

2.6.2 Emergencies

- 2.6.2.1 Notwithstanding the Total Order Value for the Scheme within Financial Year for Emergencies the Operating Company shall deal with these matters in compliance with the Scottish Minister's Requirements.

2.6.3 Order Values

- 2.6.3.1 With the exception of the allowances made in paragraph 2.6.2.1 of this Part 2 of this Schedule 4 with regard to Emergencies where the final valuation of a Scheme made by the Operating Company exceeds the total Order value for the Scheme, the Director shall not be obliged to pay any excess costs over and above the total Order value for the Scheme.

2.6.4 Annuality of Orders

2.6.4.1 There shall be two categories of Scheme as follows which shall operate differently with regard to the use of Scheme Identifiers

(i) Schemes where the Scheme Identifier shall remain the same over the complete period of the Scheme and may cover a number of Financial Years. These shall generally be Site or route specific Schemes generally related to structural pavement maintenance, planned general repair, technical survey, Accident Investigation and Prevention minor improvement and general bridge maintenance together with all Schemes undertaken by Works Contracts.

(ii) Schemes where the Scheme Identifier shall relate only to the Financial Year of the Order.

These shall generally be cyclic, reactive general repair winter and emergency maintenance together with routine services traffic counts and bridge Inspections and assessments annual Schemes (including all Schemes reimbursed by lump sums) which shall generally cover the whole of the Unit.

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

2.6.4.2 The Director shall only issue Orders which cover a specific Financial Year.

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 which shall be undertaken in one Financial Year shall not be inserted into a Statement using an Order from a previous Financial Year unless the Operating Company shall be specifically directed to do so by the Director.

2.7 **Works Contractor Financial Control**

2.7.1 The procedure for the financial control of Works Contractors' payment applications shall be as referred to in Schedule 6 Part 1.

The Engineer's responsibilities as referred to elsewhere in this Contract shall include but not be limited to the certification of Works Contractors' payments.

2.7.2 All original Works Contractors' payment applications and payment certification forms (CC1A) shall be sent by the Operating Company to the Director at the address shown in paragraph 2.5.2.2 of this Part 2 of this Schedule 4, copies being sent simultaneously to the Performance Audit Group.

The supporting certificates (CC11 and CC111 where appropriate) as referred to in Annex 6.1/B of Part 1 of Schedule 6 shall be issued simultaneously using the Contract Control and Management System. Copies of all tender reports and draft tender document certificates as referred to in Annexes 6.1/A and 6.1/C of Part 1 of Schedule 6 shall be entered into the Contract Control and Management System by the Operating Company.

- 2.7.3 On the completion of a Works Contract the Operating Company shall enter onto the Contract Control and Management System the appropriate series/item number related to the Work Code for the Scheme together with the appropriate quantity in the form given in Annex 4.2/I to this Part 2 of this Schedule 4.

2.8 Financial Monitoring and Forecasting Process

2.8.1 General

- 2.8.1.1 Financial monitoring and forecasting shall be undertaken by the Operating Company using the Contract Control and Management System and the data contained therein.

- 2.8.1.2 There shall be three main areas of financial reporting which shall be addressed within the Contract Control and Management System

- (i) annual programmes including monthly cash flow predictions
- (ii) monthly updates of the value of Statements the value of activity carried out and the re-profiling of monthly expenditure profiles and
- (iii) monthly consolidated financial reports in the form given in Annexes 4.2/F/1 and 4.2/F/2 to this Part 2 of this Schedule 4 detailing all Statements submitted by the Operating Company and payment applications submitted by Works Contractors.

- 2.8.1.3 The Contract Control and Management System shall have the functionality to produce reporting forms in formats similar to those referred to in Annexes 4.2/F/3 4.2/F/4 to this Part 2 of this Schedule 4 which the Operating Company can manipulate to provide to itself and the Director the financial reporting referred to elsewhere in this Part 2 of this Schedule 4.

Annex 4.2/L to this Part 2 of this Schedule 4 provides further detail as to reporting formats required to be produced by the Operating Company and supplied to the Director.

- 2.8.1.4 During the Financial Year the Operating Company shall review update and complete monitoring forms and shall lodge them in the Contract Control and Management System within 14 days after the end of each calendar month.

- 2.8.1.5 Changes to the value of estimates shall be included by the Operating Company when completing the monthly reporting forms and shall be discussed with the Director at the next progress meeting with a view to the Director consenting to any required changes to the budget and the subsequent issuing of necessary Bids by the Operating Company.

- 2.8.1.6 All costs and estimated costs entered on the monitoring form shall exclude Value Added Tax and Contract Price Fluctuation.

2.8.2 Accuracy of Estimates

- 2.8.2.1 It shall be the responsibility of the Operating Company to ensure the accuracy of the estimates which it shall provide to the Director.

The Operating Company shall as part of the Quality Management System including the Quality Plan have procedures covering the production and monitoring of accuracy of the said estimates.

- 2.8.2.2 Should the monitoring indicate that estimates shall have been produced which shall not be accurate then notwithstanding any other provisions of this Contract the Operating Company shall implement any required changes including but not be limited to changes required by the Director to the said procedures within the Quality Management System including the Quality Plan to improve the accuracy of the estimates.

3 OPERATING COMPANY GENERAL OBLIGATIONS

3.1 Staffing

- 3.1.1 Paragraph 3.1.1 of Part 1 of Schedule 4 requires the Operating Company to nominate and delegate authority to an individual from within its organisation to undertake the role of Budgetary Expenditure and Control Manager, to have overall day to day responsibility for all matters related to budgetary expenditure and control and to be the Operating Company point of contact for all day to day issues related to budgetary management and control covered by this Part 2 of this Schedule 4 and Part 1 of Schedule 4.

- 3.1.2 Notwithstanding any other provisions of this Contract, the Operating Company shall nominate and delegate authority to an individual from within its organisation to undertake the role of Contract Control and Management Systems Manager, to act as database administrator and to manage and maintain the operation of the Contract Control and Management System as referred to in Annex 4.2/K to this Part 2 of this Schedule 4.

- 3.1.3 Notwithstanding any other provisions of this Contract, the Operating Company shall institute and maintain in writing as part of the Quality Management System including the Quality Plan procedures for such delegated responsibilities and any further delegated responsibilities.

All financial management and monitoring shall be delegated to appropriate staff levels within the Operating Company's organisation capable of providing effective control of such.

- 3.1.4 The Operating Company shall train staff in specific financial management, project management and monitoring activities and shall ensure that there shall be sufficient staff trained to cover key activities to satisfy the requirements under this Part 2 of this Schedule 4 resulting from variations in workload (including but not limited to permanent or temporary peaks and troughs) and absence for any reason of staff who carry out such activities.

Such training and the like shall form procedures included within the Quality Management System including the Quality Plan.

3.2 Operating Company Procedures for Financial Control

- 3.2.1 Delegated Responsibility and Procedures

- 3.2.1.1 Notwithstanding any other provisions of this Contract the Operating Company shall identify individual delegated specific responsibility by postholder for all elements of budgetary management.

Where there shall be such delegated responsibility, this shall as part of the Quality Management System including the Quality Plan require procedures to be instituted and maintained in writing by the Operating Company.

All such financial management and monitoring shall be delegated to appropriate staff levels within the Operating Company organisation capable of providing effective control of such.

3.2.2 Procedures for Bid Preparation

3.2.2.1 Paragraph 3.2.2 of Part 1 of this Schedule 4 refers to the requirement for the Operating Company to institute and maintain written financial procedures related to the preparation of Bids as part of the Quality Management System including the Quality Plan.

3.2.3 Procedures for Measurement, Recording and Verification

3.2.3.1 Notwithstanding any other provisions of this Contract, all quantities and measurements which shall form the basis of any Statement shall be supported by the institution and maintenance by the Operating Company of written financial procedures as part of the Quality Management System including the Quality Plan which shall ensure that

- (i) measurements and quantities shall be recorded as soon as reasonably practicable as referred to in section 2.4 of this Part 2 of this Schedule 4
- (ii) there shall be a sufficient degree of internal control specified within such procedures to instruct supervise and check the Operations which ensures the reasonableness and correctness of such measurements and
- (iii) any information required by either the Operating Company or the Director for any subsequent Statement purposes shall be collected at the time of the measurement and shall be recorded within the Contract Control and Management System.

3.2.3.2 The written procedures as part of the Quality Management System including the Quality Plan shall specifically include for any of the following which shall be applicable to the undernoted categories of Operations

- (i) Series 100 to 3300
 - (a) demonstrable evidence that the selected rates shall be the correct payment mechanism
 - (b) any subsequent verification or checks where carried out
 - (c) evidence to support completion of Operations.
- (ii) Series 6000 and 6100
 - (a) records of Operations carried out in respect of charges.
- (iii) Series 6200
 - (a) demonstrable evidence that professional service shall be the correct payment mechanism
 - (b) timesheet analysis in sufficient detail to describe the Operations performed
 - (c) suitable authorisation and verification of timesheets
 - (d) all relevant staff to complete and sign timesheets no later than the end of the week after which Operations were carried out
 - (e) demonstrable evidence to support the rate being charged

- (f) demonstrable evidence to support the completion of Operations.
 - (iv) Series 6300
 - (a) demonstrable evidence that procurement and supervision of Works Contracts shall be the correct payment mechanism.
 - (b) Records to support the finalisation of values (rates and prices) claimed for procurement or supervision of Works Contracts in relation to the stage of Operations provided.
 - (v) Series 6500
 - (a) demonstrable evidence that time work schedule shall be the correct payment mechanism and shall have been authorised by the Director where applicable under the other provisions of this Contract.

Where Operations shall not be capable of payment by a rate or price or a rate or price based on a rate or price demonstrable evidence that time work schedule shall be the correct mechanism
 - (b) labour timesheet analysis in sufficient detail to describe the Operations performed
 - (c) suitable authorisation and verification of labour timesheets
 - (d) all labour to complete and sign timesheets no later than the end of the week after which Operations were carried out
 - (e) demonstrable evidence to support the labour rate being claimed
 - (f) material cost records from statements and invoices
 - (g) Constructional Plant charges and any other charges or costs
 - (h) any subsequent verification or checks where carried out
 - (i) demonstrable evidence to support completion of Operations.
 - (vi) Series 6600
 - (a) records of accounts and invoices
 - (b) demonstrable evidence of payment of accounts and invoices.
 - (vii) Works Contractor payment application
 - (a) in line with the Certification Procedures contained in Schedule 6 Part 1.
 - (viii) Series 7000
 - (a) demonstrable evidence that lump sum shall be the correct payment mechanism
 - (b) demonstrable evidence to support completion of Operations.
- 3.2.3.3 The written procedures as part of the Quality Management System including the Quality Plan shall equally apply to all Operations performed by contractors sub-contractors and the like and as part of this Contract.
- 3.2.4 Procedures for Statement Preparation
- 3.2.4.1 Notwithstanding any other provisions of this Contract, the Operating Company shall institute and maintain written financial procedures as part of the Quality Management System including the Quality Plan to ensure that the collation of

Statement information shall be controlled and verifiable and records shall be maintained within the Contract Control and Management System which shall provide an audit trail for all the information contained in such Statements.

3.2.4.2 Information transferred from the measurement processes referred to in paragraph 3.2.3.1 of this Part 2 of this Schedule 4 shall be documented and controlled and shall wherever relevant be reconciled and verified with source records by the Operating Company.

3.2.4.3 Operating Company controls shall be established for the Statement and payment processes as part of the Quality Management System including the Quality Plan. For example, controls shall be required when making any adjustments arising during the checking process and when recording amounts received from the Scottish Ministers.

3.2.4.4 The Operating Company shall institute and maintain written financial procedures as part of the Quality Management System including the Quality Plan to ensure that the following Statement information shall be contractually valid and correct

- (i) rates and prices claimed under this Contract
- (ii) Order numbers Scheme identifiers Work Codes routes and combinations thereof
- (iii) series/item numbers and M D and S types
- (iv) the integrity of Statement calculations, for example, quantity, rate and price multiplication, additions of totals, subtotals and cumulatives.

3.2.4.5 The Operating Company shall institute and maintain written financial procedures as part of the Quality Management System including the Quality Plan to ensure that a proper review of Statements and Statement information shall be carried out by relevant Operating Company senior personnel prior to the submission of each Statement to the Director.

3.2.4.6 Works Contractor payment applications shall be submitted to the Operating Company in accordance with the appropriate procedures referred to within this Part 2 of this Schedule 4 and Part 1 of Schedule 6.

The Operating Company shall also ensure that

- (i) details of each Works Contract shall be logged within the Contract Control and Management System as referred to in Annex 4.2/K to this Part 2 of this Schedule 4.

In those cases where one Works Contract covers more than one Scheme the Operating Company shall produce the required details for each Scheme

- (ii) a complete copy (including all information) of the Works Contractor statement requesting payment issued immediately after the issue of the certificate of completion for the Scheme shall be held by the Operating Company for Performance Audit Group review as appropriate
- (iii) notwithstanding any other provisions of this Contract, submission of the Works Contractor payment application shall be subject to controls and reviews by the Operating Company to allow the Operating Company to report properly and accurately each month to the Director.

4 CONTRACT CONTROL AND MANAGEMENT SYSTEM

4.1 Introduction

4.1.1 Subject to the other provisions of the Contract, the Operating Company shall by no later than 60 days prior to the commencement of the First Annual Period have in place and shall thereafter maintain an electronic Contract Control and Management System capable of undertaking financial and contract management and activities for the Operating Company, the Director and the Performance Audit Group via the communications links specified all in accordance with the other provisions of this Contract.

Notwithstanding any other provisions of this Contract, the Operating Company shall provide manage maintain and support the complete Contract Control and Management System including but not limited to any and all hardware, software, communications links terminals and printers for the whole period from 60 days prior to the commencement of the First Annual Period until 52 weeks after the end of the Contract Period,

The Director and the Performance Audit Group shall provide all of their own consumables such as paper and inks for the printers.

4.2 Specification

4.2.1 General Specification

4.2.1.1 The Operating Company shall provide, manage, maintain and support a Contract Control and Management System which shall meet the following specification

- (i) central computer server shall be lodged at a secure location acceptable to the Director.
- (ii) multi-user database for holding all financial and contract management documents and activities.

The Operating Company shall supply to the Director no later 60 days prior to the commencement of the First Annual Period a database entity relationship diagram showing each table in the database, the fields within the tables, a description of what each field represents and the primary and foreign keys within the table.

- (iii) report writer facility for the use of the Director Performance Audit Group and the Operating Company with the ability to manipulate the database data as required and to produce standard and ad hoc reports.

The ability to manipulate such reports into user friendly formats i.e. bar charts graphs tables and the like and store such formats as standard reports.

The report writer facility shall be capable of expressing queries of the database in SQL and formatting the resultant output in a human readable form.

Standard reports shall be produced on a monthly basis as shall be referred to in paragraph 4.4.8.1 of this Part 2 of this Schedule 4.

- (iv) secure communication links to the server for the Director and the Performance Audit Group.

This shall allow the Director and the Performance Audit Group to generate documents and transfer data and record the date/time and references of issue and receipt without any further reference to the Operating Company.

- (v) provision of no fewer than fifteen-named software licences to support the Performance Audit Group and the Director's use of the system.
- (vi) provide to the Director four computer terminals one black and white laser printer and one colour printer and the Performance Audit Group shall require two computer terminals one black and white laser printer and one colour printer.

The terminal and printer requirements shall be as referred to in Annex 4.2/J to this Part 2 of this Schedule 4.

- (vii) secure communication links to the server for the Central Office all sub-offices, depots and the like from which the Operating Company shall operate any elements of financial control or management.
- (viii) once a version of a document has been issued or lodged within the Contract Control and Management System, that recorded version shall be registered and stored within the Contract Control and Management System and shall not be capable of being amended or changed in any way.

Documents shall include but not be limited to programmes, Bids Orders Further Detailed Enquiries Further Detailed Directions Operations Instructions, Statements and Reports and the like.

- (ix) all documents generated revised issued or received shall be tagged with the identity of the user undertaking the action and the date and time of the activity.
- (x) all documents shall be capable of being tagged as draft detailed outline or final as appropriate.
- (xi) all documents and data shall be provided in a format specified by the Director such that they can be downloaded and stored on the Director's own separate database.
- (xii) provide secure areas within the Contract Control and Management System where documents and data can be stored by the Operating Company the Director and the Performance Audit Group in order that that the documents and data can only be accessed by the organisation that stored them.
- (xiii) the Contract Control and Management System shall stand alone but shall be able to import and export data from and to the Routine Management Maintenance System and other systems.
- (xiv) the Contract Control and Management System shall have appropriate backup continuity and management systems as referred to in paragraph 4.5.1.2 of this Part 2 of this Schedule 4.
- (xv) the Contract Control and Management System shall subject to the other provisions of the Contract be configured to ensure that the system response level of service and data storage capacity referred to in paragraph 4.2.2 of this Part 2 of this Schedule 4 shall be provided.

4.2.2 System Response Level of Service and Data Storage Capacity

4.2.2.1 The level of service in relation to the response which the Contract Control and Management System shall provide shall be as follows

- (i) entry to the Contract Control and Management System shall be within 3 minutes of the Director or the Performance Audit Group having entered the appropriate username and password combination into a terminal.
- (ii) each key press and mouse click shall respond at the Director's and the Performance Audit Group's terminals within one second.
- (iii) each key press and mouse click made to re-draw a screen shall complete the action at the Director's or the Performance Audit Group's terminals within 5 seconds.

4.2.2.2 The level of service referred to in paragraph 4.2.2.1 of this Part 2 of this Schedule 4 shall be based on all six terminals supplied to the Director and the Performance Audit Group being in use concurrently during the normal working hours of any Working Day.

4.2.2.3 Data storage capacity for the Contract Control and Management System shall be sufficient to meet at all times all of the requirements of this Part 2 of this Schedule 4.

4.2.2.4 The Operating Company shall monitor the overall performance of the Contract Control and Management System on at least a monthly basis.

Should the responses be approaching any of the levels referred to in paragraph 4.2.2.1 of this Part 2 of this Schedule 4, the Operating Company shall take whatever measures shall be necessary including but not limited to upgrading of the software, hardware or communications links to ensure that the required levels of service shall be maintained.

4.2.3 Routine Management Maintenance System

4.2.3.1 The Contract Control and Management System shall be directly linked to the Routine Management Maintenance System supplied by the Director to

- (i) allow Category 1 Defects to be imported, to generate Operations Instructions to record completion and to export back to the Routine Management Maintenance System the Operations Instruction closure date and
- (ii) allow Category 2 Defects to be consolidated and imported as a Scheme Bid, to generate Operations Instructions with export back to the Routine Management Maintenance System on Operations Instruction closure date.

4.2.4 Hardware Installation for Director and the Performance Audit Group

4.2.4.1 The communications links to the Scottish Executive's office at Victoria Quay, Edinburgh, and to the Performance Audit Group's office at Abercromby Place, Edinburgh, shall be made onto existing communications patching boards.

4.2.4.2 The Scottish Executive's office has been pre-wired with internal links from the communications patching board to the locations of the terminals. At the Scottish Executive's office, the Operating Company shall be responsible for

- (i) the connection of the external communications link to the patching board

- (ii) the connections on the patching board from the external link to the internal links
- (iii) the setting up and testing of the terminals and
- (iv) the testing of the complete link from all terminals to the central server.

All internal links shall remain the responsibility of the Director.

4.2.4.3 At the Performance Audit Group's office, the Operating Company shall be responsible for

- (i) the connection of the external communications link to the patching board
- (ii) wiring of internal links between the communications patching board and the new terminals
- (iii) the connections on the patching board from the external link to the internal links
- (iv) the setting up and testing of the terminals and
- (v) the testing of the complete link from all terminals to the central server.

4.2.4.4 It shall be likely that at some time during the Contract Period the Director and the Performance Audit Group shall both vacate their offices in Edinburgh and move to new offices in Glasgow. It shall be likely that the Glasgow offices shall be pre-wired with internal links from the communications patching board to the locations of the terminals.

At both said new Glasgow offices the Operating Company shall be responsible for

- (i) the connection of the external communications link to the patching board
- (ii) the connections on the patching board from the external link to the internal links
- (iii) the setting up and testing of the terminals and
- (iv) the testing of the complete link from all terminals to the central server.

All internal links shall remain the responsibility of the Director.

4.2.5 Alternative Web Based Solution

4.2.5.1 The specification referred to in paragraphs 4.2.1.1 to 4.2.4.4 of this Part 2 of this Schedule 4 shall be based on the Operating Company providing secure communication links and desktop hardware and software for the Director and the Performance Audit Group.

The Director may as an alternative at his sole discretion consider a written proposal from the Operating Company for a web based solution utilising the Director's existing hardware and software. However, before the Director shall consider any such solution, the Operating Company shall produce all the necessary documentation required by the Executive IT Security Division to demonstrate the security and robustness of such a solution.

The acceptance of any such proposal shall be entirely at the discretion of the Director.

4.3 Detailed Functions and Functionality Requirements

4.3.1 The table at Annex 4.2/K to this Part 2 of this Schedule 4 refers to the minimum detailed functions and functionality requirements for the information which the Contract Control and Management System shall be capable of generating storing and manipulating.

It also specifies which of the parties to this Contract shall have rights within the functionality of such system to write, read and amend data and the security requirements regarding the storage and time and date stamping of data.

4.4 General Functionality

4.4.1 Logging of Documents

4.4.1.1 The Contract Control and Management System shall hold as a timestamp record of the identity of any person who issues, receives or logs a document or who enters the completion of a Scheme and the time and date of the action.

Such actions shall be known as transactions.

Document transactions which require such timestamp records shall generally be related to

- (i) Scheme Identifier generation
- (ii) Programmes
- (iii) Budgets
- (iv) Bids
- (v) Orders
- (vi) Confirmation of Oral Orders
- (vii) Further Detailed Enquiries
- (viii) Further Detailed Directions
- (ix) Operations Instructions
- (x) Scheme Completion
- (xi) Statements or Works Contractor payment applications
- (xii) Payment Notified Records
- (xiii) Payment Received Records
- (xiv) Works Contract Payment Certification and
- (xv) Trunk Roads Damages Claims.

Each of the above shall be deemed to be a document within the Contract Control and Management System.

4.4.1.2 Up to the point of transaction by any party (be it the Director the Performance Audit Group or the Operating Company) the other parties shall not be allowed to see the information contained.

When a transaction has been executed the Contract Control and Management System shall make the document available to all parties.

In doing so, the Contract Control and Management System shall automatically send electronic notification in the form of an external e-mail message to the responsible persons in the other organisations identifying what action has occurred.

A list of responsible persons and their external e-mail addresses shall be held by the Contract Control and Management System.

4.4.1.3 The e-mails referred to in paragraph 4.4.1.2 of this Part 2 of this Schedule 4 shall contain as a minimum the following

- (i) the type of transaction
- (ii) the identity of the responsible person that the e-mail is intended to be viewed by and
- (iii) a general description relating to the transaction, which shall include any time dependencies relating to the transaction.

For those transactions relating to Schemes, the Scheme Identifier shall be shown along with the Route number and Work Code.

4.4.2 Attachments to Documents

4.4.2.1 For any Scheme within any of the documents listed in paragraph 4.4.1.1 of this Part 2 of this Schedule 4 the Contract Control and Management System shall be capable of attaching to it other information which shall include but shall not be limited to textual documents spreadsheets databases presentations photographs drawings programmes and the like.

4.4.3 Storage and Registration of Documents

4.4.3.1 On completion of a transaction the document and any attachments shall be stored within the Contract Control and Management System and shall not be capable of deletion or revision.

4.4.3.2 All transactions shall be registered by the Contract Control and Management System using their unique identifiers. Notwithstanding any other provisions of this Contract, each individual document type identified in paragraph 4.4.1.1 of this Part 2 of this Schedule 4 shall have a separate register. There shall also be a Scheme register which shall register the complete history of each Scheme Identifier from initial Bid through all Orders to final actual value paid by the Scottish Ministers.

4.4.3.3 When a specific element within a register shall be highlighted and subsequently clicked or an entry shall be double clicked using the mouse, the Contract Control and Management System shall open the page containing the detail related to that element.

4.4.3.4 When a Further Detailed Direction or a Further Detailed Enquiry has been issued that relates to an Order, the Order register shall be automatically updated to identify that a dependent Further Detailed Enquiry or Further Detailed Direction exists.

4.4.3.5 When an Operations Instruction shall be issued, the Scheme register shall be automatically updated to identify that a linked Operations Instruction exists.

4.4.4 Data Transfer from the Contract Control and Management System to the Financial Management System

4.4.4.1 The Performance Audit Group shall operate a financial database known as the PAG Financial Monitoring System which shall import and store Bid Order and Statement data from the Contract Control and Management System.

4.4.4.2 The Performance Audit Group shall from time to time download data from the Contract Control and Management System to be stored within the PAG Financial Monitoring System database.

The Contract Control and Management System shall include a button or icon which when activated shall automatically produce the data in the formats referred to in paragraphs 4.4.5.1 to 4.4.7.1 inclusive of this Part 2 of this Schedule 4.

Activation shall generate three individual files holding data on Bids, Orders and Statements.

The names of the files shall be

- (i) XX-BID-dd-mm-yyyy.csv
- (ii) XX-ORDER-dd-mm-yyyy.csv and
- (iii) XX-STATE-dd-mm-yyyy.csv.

where XX shall be the abbreviation for the Unit name and dd-mm-yyyy represent the day, month and year respectively of the date of activation.

The Contract Control and Management System shall allow the Director to specify the path for saving the files and to save the files using the floppy disk drive on the terminal.

4.4.5 Bid Data

4.4.5.1 The Performance Audit Group shall take a copy of the entire Bid data to store in the Performance Audit Group's Financial Monitoring System.

To do this, a comma separated file shall be produced by the Contract Control and Management System containing a list of all Schemes for each Financial Year.

The format of the file shall be as follows

- (i) A header line containing the following
 - (a) The name of the Unit
 - (b) The abbreviation of the Unit
 - (c) The date of download and
 - (d) The number of records in the file (including this header line).
- (ii) Detail lines which shall contain the following
 - (a) Scheme Identifier
 - (b) Route number or All Routes
 - (c) Work Code
 - (d) Structure reference number (if the Scheme relates to a Structure)
 - (e) Locations (start and end of each link section and chainage)
 - (f) Location – written description

- (g) Description of proposed Operations
- (h) Details of any restrictions
- (i) Proposed start and finish dates for each Category of Operations or Works and
- (j) An estimate of cost.

4.4.6 Order Data

4.4.6.1 The Performance Audit Group shall take a copy of the entire Order data to store in the PAG Financial Monitoring System.

To do this a comma separated file shall be produced by the Contract Control and Management System containing a list of all Orders issued for each Financial Year.

The format of the file shall be as follows

- (i) A header line containing the following
 - (a) The name of the Unit
 - (b) The abbreviation of the Unit
 - (c) The date of download and
 - (d) The number of records in the file (including this header line).
- (ii) Each Scheme within an Order shall contain the following detail lines
 - (a) The Order number
 - (b) The Order date
 - (c) Scheme Identifier
 - (d) Route number or All Routes
 - (e) Work Code
 - (f) Structure reference number (if the Scheme relates to a Structure)
 - (g) Locations (start and end of each link section and chainage)
 - (h) Location – written description
 - (i) Description of proposed Operations
 - (j) Details of any restrictions
 - (k) Required start and finish dates for each Category of Operations or Works
 - (l) Order Value of Scheme for this Order (can be a negative number)
 - (m) Total Order Value of Scheme to date within Financial Year and
 - (n) Cumulative Order Value.

4.4.7 Statement Information

4.4.7.1 The Performance Audit Group shall take a copy of all Statements submitted and all Payment Notified Records to store in the Performance Audit Group's Financial Monitoring System. The contents of these comma separated files shall include the details of all Operations conducted by the Operating Company.

The format of the files shall be as follows

- (i) A header line containing the following
 - (a) The name of the Unit
 - (b) The abbreviation of the Unit
 - (c) The date of the download
 - (d) The Statement number related to this download.
 - (e) Contract price fluctuation total and
 - (f) The number of records in the file (including this header line).
- (ii) Detail lines which shall contain the following
 - (a) Scheme Identifier
 - (b) Order number
 - (c) series/items
 - (d) Quantity
 - (e) Rate
 - (f) Value
 - (g) Adjustment
 - (h) Route
 - (i) Month of Operations and
 - (j) Year of Operations.

4.4.8 Standard Reports from Contract Control and Management System

4.4.8.1 Certain reports shall be required on a monthly basis and certain of these shall require an element of manual input.

The monthly reports shall consist of but not be limited to the information shown at Annex 4.2/L to this Part 2 of this Schedule 4.

All reports on the performance of a particular month shall be available within the Contract Control and Management System no later than the fourteenth day of the next month.

As a minimum the following reports shall be deemed standard reports for monthly production

- (i) Order versus spend
- (ii) Costs by Item series
- (iii) Statement by Operations Instructions for current month
- (iv) Scheme Completion/Scheme Closure
- (v) PNR checking facility
- (vi) Works Contractors – tender costs/outturn costs
- (vii) Order register showing related Further Detailed Enquiries and Further Detailed Directions
- (viii) Further Detailed Enquiries and Further Detailed Directions

- (ix) Bids not the subject of an Order
- (x) Schemes the subject of an Order but not started
- (xi) Rates and prices for new items
- (xii) Contract Price Fluctuation Indices by month showing provisional and final and
- (xiii) Fields for ad hoc reports.

4.4.9 Time Work Schedule Costs

- 4.4.9.1 Subject to the other provisions of this Contract, the Contract Control and Management System shall as a minimum hold and make available to the Director and the Performance Audit Group measurement data, actual cost data and supporting calculations in relation to labour, staff, Constructional Plant and materials where particular Schemes or Orders or parts of Schemes or Orders shall require to be paid under Time Work Schedule as referred to in Parts 1 and 2 of Schedule 2.

Notwithstanding any other provisions of this Contract, the Director shall be entitled to omit from payment amounts for any Operations undertaken under Time Work Schedule where this data has not been logged onto the Contract Control and Management System.

The back-up source documentation shall be made available to the Director and the Performance Audit Group for inspection by being

- (i) held within the Contract Control and Management System with suitable permissions in place
- (ii) retained at the Operating Company Central Office or
- (iii) sent to the offices of the Performance Audit Group within 3 days of a written request for such information by the Director.

4.5 Management and Operation

- 4.5.1 The Operating Company shall put into place and maintain for the period stated in paragraph 4.1.1 of this Part 2 of this Schedule 4 a backup and continuity procedure for the Contract Control and Management System.

This procedure shall be submitted for consent by the Director no later than 16 January 2006 and shall include but not be limited to dealing with

- (i) back-up processes
- (ii) computer hardware and operating system failure
- (iii) computer software failure
- (iv) communication link failure
- (v) software supplier failure and
- (vi) total system destruction.

- 4.5.1.2 As a minimum the Operating Company shall undertake a full back-up of the Contract Control and Management System on a daily basis with a copy of the daily back-ups being held at a separate location from the system server.

Additionally a copy of the weekly back-ups shall be produced by the Operating Company and sent to the Director.

The Operating Company shall be required once during each Annual Period to demonstrate to the Director that the recovery of the Contract Control and Management System from a backup copy shall be achievable.

- 4.5.1.3 The Operating Company shall set up the Contract Control and Management System so that as far as reasonably possible, it shall operate continuously over the period dated in paragraph 4.1.1 of this Part 2 of this Schedule 4 with full unrestricted access maintained to the Director and the Performance Audit Group.

The maximum length of downtime of the Contract Control and Management System for any one incident as seen from the Director's or the Performance Audit Group's offices shall be no longer than 48 hours from the commencement of the interruption.

This requirement shall cover all hardware, software and communications links which form the Contract Control and Management System with the exception of total system destruction which shall be deemed to be destruction of the main server servicing the Contract Control and Management System resulting from damage by external influences such as fire water damage or the like in which circumstances the Operating Company shall have up to 14 days to return the system to full operation.

- 4.5.1.4 The Operating Company shall by 31 March 2006 supply to the Director a copy of all software required to operate the Contract Control and Management System. The Operating Company shall also supply to the Director any software upgrades installed during the period stated in paragraph 4.1.1 of this Part 2 of this Schedule 4.

The Director shall undertake not to use this software except in the situation where the Operating Company fails to meet its obligation to bring the Contract Control and Management System back into operation within 14 days of a system destruction incident.

In such circumstances, the Director reserves the right to purchase a licence from the owner of the software to run and operate it, to allow direct interrogation of the information held on the weekly back-up.

The Operating Company shall by 31 March 2006 supply to the Director a written undertaking from such owner of software that it shall on request from the Director sell to the Director at the current market value a licence to run and operate the software within 7 days of so being requested.

Notwithstanding any other provisions of this Contract the Director shall also be entitled to charge the Operating Company with any costs associated with the obtaining the necessary software licences and the hardware to run the said software.

4.5.2 Training

- 4.5.2.1 The Operating Company shall be responsible for ensuring that during the Mobilisation Period its own staff and employees and the staff of the Director and the Performance Audit Group shall be trained to a suitable standard in the use of the Contract Control and Management System.

Such initial training and all subsequent training shall be provided by competent trainers from the company providing the software and shall be specifically developed for the Contract Control and Management System.

The Contract Control and Management Systems Manager shall be responsible for the arrangement and delivery of system training to the staff of the Director the Performance Audit Group and the Operating Company.

- 4.5.2.2 The Mobilisation Period training for the staff of the Director and the Performance Audit Group shall be provided at Victoria Quay, Edinburgh, during March 2006 at dates to be consented to in writing by the Director.

This shall be group training for a maximum of 15 staff and shall be given over a period of no less than two days.

- 4.5.2.3 Thereafter having been given not less than 4 weeks notice, the Operating Company shall provide two training and refresher sessions in each Annual Period for the training of new staff and re-training of existing staff from the Director and the Performance Audit Group.

These sessions shall be group sessions for a maximum of ten staff for two days and shall be held at Victoria Quay, Edinburgh.

4.5.3 Help Desk

- 4.5.3.1 The Operating Company shall provide and maintain a telephone help desk facility for the staff of the Director, the Performance Audit Group and its own staff for the period stated in paragraph 4.1.1 of this Part 2 of this Schedule 4.

The help desk facility shall provide advice and assistance related to any matter concerning the operation of the Contract Control and Management System.

The Operating Company shall comply with the following requirements in relation to the operation of the telephone helpdesk facility

- (i) the help desk shall be manned by the Contract Control and Management Systems Manager or his nominated deputy
- (ii) all calls shall be answered or passed to an answer phone within 30 seconds
- (iii) calls logged onto an answer phone shall generate a return call within 30 minutes
- (iv) all calls shall be logged onto a database by the Contract Control and Management Systems Manager or his nominated deputy.

This shall log the name of caller, the name of the person logging date time and nature of the fault or problem

- (v) the Contract Control and Management Systems Manager or his nominated deputy shall respond to the fault or problem reported within one Working Day and shall log within the database the nature of the response and the date and time of the fault or problem being resolved and
- (vi) the Operating Company shall deliver to the Director each month a report based upon a printed copy of the database for the previous month showing the details of all faults problems reported and remedial action taken.

4.5.4 User Manual

4.5.4.1 The Operating Company shall by 30 days prior to the commencement of the First Annual Period supply to the Director 15 controlled Electronic Copies in PDF format of a user manual developed specifically to describe the functionality and operational characteristics of the Contract Control and Management System.

Any subsequent changes to the Contract Control and Management System shall be reflected in updates to the manual produced by the Operating Company which shall be issued concurrently with the changes to the Director as controlled addressed Electronic Copies in PDF format.

This page is blank

SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 4 PART 2

CONTRACT CONTROL AND MANAGEMENT SYSTEM

ANNEX 4.2/A – Orders

This Page is Blank

ANNEX 4.2/A

North West Unit

Order Number ...06NWC001

Order Date...01/04/06.....

Scheme	Route	Work Code	Location, Description & Other Details	Order Value	Total Order Value Within of Scheme To Financial Year	Total Value of Scheme To Date
06/NW/0101/001	A9	0101	Dunkeld Construction start date...24/02/06..... Construction end date ...30/06/06.... Link Section and Chainage Start End Description of Operations Reconstruction Restrictions ...Night working only Scheme Completion Date 30/06/06..... Scheme Closure Date ...24/08/06	£20,000.00	£200,000.00	£250,000.00
06/NW/0208/005 All Routes		0208	Entire Unit. Construction start date...01/04/06 Construction end date ...31/03/07 Description of Operations Cyclic Maintenance on Network Restrictions ...None Scheme Completion Date 31/03/07 Scheme Closure Date 26/05/07	£250,000.00	£250,000.00	£250,000.00
06/NW/0310/002	A85	310	Glen Ogle Construction start date...01/05/06..... Construction end date... 31/05/06 Link Section and Chainage Start	£20,000.00	£25,000.00	£25,000.00

End
Description of Operations

.....
Lay 300mm dia drain in
west verge

Restrictions Night
working only

Scheme Completion Date
31/05/06
Scheme Closure Date
26/07/06

Signed
Unit Manager

£290,000.00

SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 4 PART 2

CONTRACT CONTROL AND MANAGEMENT SYSTEM

ANNEX 4.2/B – Work Series and Codes

This Page is Blank

ANNEX 4.2/B

WORK SERIES AND WORK CODES FOR THIS CONTRACT

Work Series 0100 – Roads – Structural Pavement Maintenance

0101	Reconstruction
0102	Overlay
0103	Resurfacing
0104	Surface Dressing
0105	Provision of special anti skid treatment

Work Series 0200 – Roads – Cyclic Maintenance

0208	Cyclic Maintenance (Monthly Lump Sum)
------	---------------------------------------

Work Series 0300 – Roads – General Repair and Maintenance

0301	Patching flexible roads
0302	Patching concrete roads
0303	Maintenance of footways and cycle tracks
0304	Raising and replacing existing kerbs
0305	Maintenance of safety fence
0306	Maintenance of pedestrian guard rails
0307	Maintenance of road traffic signals, signs and bollards
0308	Retaining wall under 1.5m
0309	Remedial earthworks to embankments & cuttings
0310	Drainage and culverts under 2m
0311	Road markings & reflector studs
0312	Fences, walls, screens and noise barriers
0313	Landscape and planting
0314	Pedestrian crossings and furniture
0315	Road lighting and electrical work
0316	Not used
0317	New footways and cycle tracks
0318	Graffiti removal

Work Series 0400 – Roads – Technical Surveys & Investigations

0401	Technical surveys and investigations
------	--------------------------------------

Work Series 0500 Roads – Winter Maintenance

0508	Winter Maintenance (Monthly Lump Sum)
------	---------------------------------------

Work Series 0600 – Roads – Emergencies

0601 Emergencies

Work Series 0700 – Roads – Resource Costs

0703 Routine Services (Lump Sum)
0705 Electricity charges
0709 Changes in Scope of Operations

Work Series 0800 – Roads – Accident Investigation and Prevention

0805 Individual Accident Investigation and Prevention Schemes

Work Series 0900 – Roads – Minor Improvement Schemes

0901 Individual Improvement Schemes

Work Series 1000 – Roads – Traffic Counts

1001 Traffic counts

Work Series 1100 – Roads – General Expenditure

1101 General expenditure

Work Series 1200 – Bridges – General Maintenance

1201 Bridges and culverts 2 metres and over, retaining wall over 1.5 metres and other
 Structures
1202 Bridge strengthening
1203 Major bridges
1204 Silane treatment
1205 Protective coatings to steel Structures

Work Series 1300 – Bridges – Inspection, Assessment and Investigation

1301 Principal and general inspections (Monthly Lump Sum)
1302 Structural assessment
1303 Special investigations

Work Series 1400 – Bridges – General Expenditure

1401 General expenditure

Work Series 9800 – Roads and Bridges – Damage to Crown Property

- 9804 Damage repair & cost recovery service <=£10,000
- 9805 Payment for damage repair >£10,000

Work Series 9900 – Roads and Bridges – Claims

- 9901 Claims for additional payment – not accepted by Director

This Page is Blank

SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 4 PART 2

CONTRACT CONTROL AND MANAGEMENT SYSTEM

ANNEX 4.2/C – Further Detailed Enquiry

This Page is Blank

ANNEX 4.2/C

<Unit LOGO>

Unit Address

Date of Issue

FURTHER DETAILED ENQUIRY

To: The Director
Road Network Management and Maintenance Division
1D
Victoria Quay
Edinburgh
EH6 6QQ

OPERATING CONTRACT FOR THE UNIT

Further Detailed Enquiry Reference No

Subject Heading

ENQUIRY:

SOLUTIONS OR OPTIONS PROPOSED:

Related Scheme Identifier

Original Order No

Requested Date for Response

Operating Company Contact

Further Detailed Direction Reference number of response

Signed

This Page is Blank

SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 4 PART 2

CONTRACT CONTROL AND MANAGEMENT SYSTEM

ANNEX 4.2/D – Further Detailed Direction

This Page is Blank

ANNEX 4.2/D



SCOTTISH EXECUTIVE

Development Department
Road Network Management &
Maintenance Division

Victoria Quay
Edinburgh EH6 6QQ

Telephone: 0131 244 <Number>
Fax: 0131-244 <Fax Number>
E-mail: <E-mail>

FURTHER DETAILED DIRECTION

Attention:

Operating Company Name
Operating Company Address

Date of Issue.....

Direction No

E-mailed Yes/No

OPERATING CONTRACT FOR THE UNIT

DIRECTION:

Direction to be completed by

Related Scheme Identifier

Original Order No

**Further Detailed Enquiry/Confirmation of Oral Order reference number where
appropriate**

Trunk Road – Network Management Division Contact

Signed

Official Use Only

Actual Date of Completion

Days Over

Days Under

Director Objects (Yes/No)

Copy to: Performance Audit Group

This Page is Blank

SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 4 PART 2

CONTRACT CONTROL AND MANAGEMENT SYSTEM

ANNEX 4.2/E – Statement Reports

This Page is Blank

ANNEX 4.2/E/1

FULL STATEMENT REPORT

1. Header information required on the full Statement report

Operating Company Name.
Unique Statement Number.
Statement Submission Date.

2. The following data summarised as described in 3 below must be shown across the full Statement report in columns:

Order Number.
Work Code.
Route.
Scheme Identifier.
Scheme Description.
Series Number.
Item Number.
M D S type.
Operations Description.
Current Month Quantity.
Unit of Measurement.
Rate.
Current Month Amount.
Cumulative Quantity Contract to date (for each Statement line description).
Cumulative Amount Contract to date (for each Statement line description).
Cumulative Contract Price Fluctuation adjustments Contract to date (for each Statement line description)
Cumulative Amount including Contract Price Fluctuation adjustments Contract to date (for each Statement line description).

3. Individual data entries from the Contract Control and Management System shall not be shown but subtotalled using the sort order below. This will produce line information for each column, with summarised £ amount values for each Scheme within a work code and each work code.

Sort Order

Work Code (subtotal '£ amount' and '£ cumulative amount') ascending numerical sort.
Scheme Identifier (subtotal '£ amount' and '£ cumulative amount') ascending alpha sort.
Series (show subtotal details for all columns) ascending numerical sort.
Item Number (show subtotal details for all columns) ascending numerical sort.

4. Footer information on the Statement shall include:

Total £ value of to date (excluding and including Contract Price Fluctuation adjustments).
Total £ previously valued (excluding and including Contract Price Fluctuation adjustments).
Contract Price Fluctuation adjustments £ value claimed this Statement (interim plus adjustment to final if applicable).
Total £ value of this Statement excluding VAT.
Total £ value of this Statement (including Contract Price Fluctuation adjustments but excluding VAT).

FULL STATEMENT REPORT BY OPERATIONS INSTRUCTION

1. Header information required on the full Statement report

Operating Company Name.
Unique Statement Number.
Statement Submission Date.

2. The following data summarised as described in 3 below must be shown across the full Statement report in columns:

Order Number
Operation Instruction Number
Route
Scheme Identifier.
Scheme Description.
Series Number.
Item Number.
M D S type.
Operations Description.
Current Month Quantity
Unit.
Rate.
Current Month Amount.
Cumulative Quantity Contract to date (for each Statement line description).
Cumulative Amount Contract to date (for each Statement line description).
Cumulative Contract Price Fluctuation adjustments Contract to date (for each Statement line description)
Cumulative Amount including Cumulative Price Fluctuation adjustments Contract to date (for each Statement line description)

Sort Order

Work Code (subtotal '£ amount' and '£ cumulative amount') ascending numerical sort.
Scheme Identifier (subtotal '£ amount' and '£ cumulative amount') ascending alpha sort.
Series (show subtotal details for all columns) ascending numerical sort.
Item Number (show subtotal details for all columns) ascending numerical sort.

3. Footer information on the Statement shall include:

Total £ value of this Statement (excluding Contract Price Fluctuation adjustments).

Total £ value to date (excluding Contract Price Fluctuation adjustments).

Total Contract Price Fluctuation £ value claimed this Statement (interim plus adjustment to final if applicable).

Total £ value this Statement (including Contract Price Fluctuation adjustments but excluding VAT).

Total £ value to date (including Contract Price Fluctuation adjustments).

FULL STATEMENT REPORT EXAMPLE

ANNEX 4.2/E/2

Order No	Work Code	Route	Scheme ID	Scheme Description	Series Num	Item Num	MDS Type	Description	Current Month Quantity	Unit	Rate	Amount £	Cum'tive Quantity	Cum'tive Amount £	Cum'tive CPF £	Cum'tive Amount £ Incd CPF
Part A																
06NWC004	0102	A84	01/NW/0102/003	Design of Discrete Roadworks Scheme	620	01-0020	S	Lochard Pass	75,000.00	%	0.05	3,750.00	75,000.00	3,750.00	250.00	4,000.00
06NWC004	0102	A84	01/NW/0102/003	Sup'n of Discrete Roadworks Scheme	620	01-0018	S	Lochard Pass	40,000.00	%	0.035	1,400.00	40,000.00	1,400.00	120.00	1,520.00
01/NW/0102/003												5,150.00		5,150.00	370.00	5,520.00
Total for Scheme																
06NWC005	0102	A87	01/NW/0102/007	Design of Discrete Roadworks Scheme	620	01-0011	S	Lix Toll Junc O'lays	0.00	%		0.00	100,000.00	5,000.00	300.00	5,300.00
06NWC005	0102	A87	01/NW/0102/007	Design of Discrete Roadworks Scheme	620	01-0019	S	Lix Toll Junc O'lays	50,000.00	%	0.0265	1,325.00	150,000.00	3,975.00	220.00	4,195.00
06NWC005	0102	A87	01/NW/0102/007	Design - Additional Lane Rental	620	01-0007	S	Lix Toll Junc O'lays	50,000.00	%	0.02	1,000.00	250,000.00	5,000.00	295.00	5,295.00
06NWC005	0102	A87	01/NW/0102/007	Sup'n of Discrete Roadworks Scheme	620	01-0012	S	Lix Toll Junc O'lays	0.00	%		0.00	100,000.00	3,500.00	195.00	3,695.00
06NWC006	0102	A87	01/NW/0102/007	Sup'n of Discrete Roadworks Scheme	620	01-0016	S	Lix Toll Junc O'lays	50,000.00	%	0.0275	1,375.00	150,000.00	4,125.00	210.00	4,335.00
06NWC006	0102	A87	01/NW/0102/007	Supervision - Additional Lane Rental	620	01-0007	S	Lix Toll Junc O'lays	150,000.00	%	0.02	3,000.00	250,000.00	5,000.00	295.00	5,295.00
01/NW/0102/007												6,700.00		26,600.00	1,515.00	28,115.00
0102																
Total Work Code												11,850.00		31,750.00	1,885.00	33,635.00
06NWC001	0703	ALL	01/NW/0703/003	Routine Manager Activities	610	01-0001		April	0 Month			0.00	1.00	150.00	20.00	170.00
06NWC001	0703	ALL	01/NW/0703/003	Routine Manager Activities	610	01-0001		May	0 Month			0.00	1.00	150.00	21.00	171.00
06NWC001	0703	ALL	01/NW/0703/003	Routine Manager Activities	610	01-0001		June	0 Month			0.00	1.00	150.00	22.00	172.00
06NWC001	0703	ALL	01/NW/0703/003	Routine Manager Activities	610	01-0001		July	0 Month			0.00	1.00	150.00	22.00	172.00
06NWC001	0703	ALL	01/NW/0703/003	Routine Manager Activities	610	01-0001		August	0 Month			0.00	1.00	150.00	23.00	173.00
06NWC001	0703	ALL	01/NW/0703/003	Routine Manager Activities	610	01-0001		September	1 Month	150.00		150.00	1.00	150.00	24.00	174.00
01/NW/0703/003												150.00		900.00	132.00	1,032.00
Total for Scheme																

<u>Order No</u>	<u>Work Code</u>	<u>Route</u>	<u>Scheme ID</u>	<u>Scheme Description</u>	<u>Series Num</u>	<u>Item Num</u>	<u>MDS Type</u>	<u>Description</u>	<u>Current Month Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Amount £</u>	<u>Cum'tive Quantity</u>	<u>Cum'tive Amount £</u>	<u>Cum'tive CPF £</u>	<u>Cum'tive Amount £ Includ CPF</u>
	0703							Total Work Code				150.00		900.00	132.00	1,032.00
06NWC009	1201	A85	01/NW/1201/003	General Bridge Repair	040	01-0003	D	Safety Fencing	5.00	M	204.40	1,022.00	17.00	3,474.80	150.00	3,624.80
06NWC009	1201	A85	01/NW/1201/003	General Bridge Repair	040	01-0004	D	Safety Fencing	-1.00	M	204.40	-204.40	0.00	-0.00	0.00	0.00
			01/NW/1201/003					Total for Scheme				817.60		3,474.80	150.00	3,624.80
	1201							Total Work Code				817.60		3,474.80	150.00	3,624.80
								TOTAL Part A				12,817.60		36,124.80	2,167.00	38,291.80
								Total Previously Billed Part A						23,511.60	1,902.99	25,414.59
								Less Part B Adjustments (PNR)						204.40	10.00	214.40
								Total Prev Billed Part A (adj)						23,307.20	1,892.99	25,200.19
								Total Billed Month Part A						12,817.60	274.01	13,091.61

<u>Order No</u>	<u>Work Code</u>	<u>Route</u>	<u>Scheme ID</u>	<u>Scheme Description</u>	<u>Series N°</u>	<u>Item N°</u>	<u>MDS Type</u>	<u>Description</u>	<u>Current Month Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Amount £</u>	<u>Cumulative Quantity</u>	<u>Cumulative Amount £</u>
06NWC009	1201	A85	01/NW/1201/003	General Bridge Repair	040	01-0004	D	Safety Fencing	1	M	204.40	204.40	3	613.20
			01/NW/1201/003					Total for Scheme				204.40		613.20
	1201							Total Work Code				204.40		613.20
								Total Billed Part B				204.40		613.20
								Total Billed Part A						36,124.80
								Total Billed Part B						613.20
														36,738.00
								Contract Price Fluctuation						2,167.00
								Cumulative (including CPF)						38,905.00

ANNEX 4.2/E/3

SIMPLIFIED STATEMENT REPORT EXAMPLE

Part A

Work Code	Route	Scheme ID	Scheme Description	Amount £	Cumulative Amount £	Cumulative CPF£	Cumulative Amount Incd CPF £
0102	A84	01/NW/0102/003	Roadworks Scheme - Lochard Pass	5,150.00	5,150.00	370.00	5,520.00
0102	A87	01/NW/0102/007	Design of Discrete Roadworks Scheme Lix Toll Junction Overlays	6,700.00	26,600.00	1,515.00	28,115.00
0102			Total Work Code	11,850.00	31,750.00	1,885.00	33,635.00
0703	ALL	01/NW/0703/003	Routine Manager Activities	150.00	900.00	132.00	1,032.00
0703			Total Work Code	150.00	900.00	132.00	1,032.00
1201	A85	01/NW/1201/003	General Bridge Repair	817.60	3,270.40	150.00	3,624.80
1201			Total Work Code	817.60	3,270.40	150.00	3,624.80
			Total Value Part A	12,817.60	36,124.80	2,167.00	38,291.80
			Total Previously Billed Part A		23,511.60	1,902.90	25,414.59
			Less Part B Adjustments (PNR)		204.40	10.00	214.40
			Revised Total Previously Billed Part A		23,307.20	1,892.99	25,200.19
			Total Value for Month for PART A		12,817.60	274.01	13,091.61

Part B

1201	A85	01/NW/1201/003	General Bridge Repair	204.40	613.20
1201			Total Work Code	204.40	613.20
			Total Value Part B	204.40	613.20

Total

Total Value to Date			
Part A	36,124.80	2,167.00	38,291.80
Part B	613.20	0.00	613.20
Total Value for Unit	36,738.00	2,167.00	38,905.00

ANNEX 4.2/E/4

FULL STATEMENT BY OPERATIONS INSTRUCTIONS

<u>Order No</u>	<u>OI</u> <u>NUM</u>	<u>Route</u>	<u>Scheme ID</u>	<u>Scheme Description</u>	<u>Series</u> <u>Num</u>	<u>Item</u> <u>Num</u>	<u>MDS</u> <u>Type</u>	<u>Description</u>	<u>Current</u> <u>Monthly</u> <u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Amount</u> <u>£</u>	<u>Cumulative</u> <u>Quantity</u>	<u>Cum'tive</u> <u>Amount £</u>	<u>Cum'tive</u> <u>CPF£</u>	<u>Cum'tive</u> <u>Amount</u> <u>Incl'd CPF</u> <u>£</u>
Part A																
06NWC003	124	A9	01/NW/0301/002	Patching at Dunbeath	0700	10-0022	S	Reinstate Basecourse	5	Sq m	4.00	20.00	10	40.00	1.50	41.50
06NWC003	124	A9	01/NW/0301/002	Patching at Dunbeath	0700	10-0025	S	Reinstate Wearing Course	10	Sq m	6.00	60.00	40	240.00	20.00	260.00
06NWC003	124	A9	01/NW/0301/002	Patching at Dunbeath	0700	12-0001	S	Sawcut Edge	20	M	9.00	180.00	80	720.00	30.00	750.00
								01/NW/0301/002				260.00		1,000.00	51.50	1,051.50
06NWC001	121	A9	01/NW/0301/001	Potholing on unit	0700	10-0004	S	Temp Repair Patching	5	Sq m	3.50	17.50	10	35.00	1.00	36.00
06NWC001	125	A9	01/NW/0301/001	Potholing on unit	0700	03-0037	S	Reinstate Wearing Course	10	Sq m	6.50	65.00	40	260.00	20.00	280.00
06NWC001	180	A9	01/NW/0301/001	Potholing on unit	0700	12-0001	S	Sawcut Edge	20	M	9.00	180.00	80	720.00	30.00	750.00
								01/NW/0301/001				262.50		1,015.00	51.00	1,066.00
Total Part A												522.50		2,015.00	102.50	2,117.50
CPF Previously Part A															92.50	
CPF Value on Part A															10.00	
Part B																
06NWC002	127	A9	01/NW/0301/011	Patching side roads	0700	01-002	M	Granular Type 1 Sub-base	12	m ³	1.00	12.00	24	24.00		
								01/NW/0301/001				12.00		24.00		
Total Part B												12.00		24.00		
Total Value Part A + B												534.50		2,039.00		
CPF												10.00		102.50		
Total of Statement												544.50		2,141.50		

SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 4 PART 2

CONTRACT CONTROL AND MANAGEMENT SYSTEM

ANNEX 4.2/F – Financial Monitoring and Forecasting Reports

This Page is Blank

ANNEX 4.2/F/1

**OPERATING CONTRACT FOR THE NORTH WEST UNIT
CONSOLIDATED FINANCIAL REPORT – APPLICATION**

Month being reported – 30 June 2007

Date of Issue – 14 July 2007

OPERATING COMPANY

Statement Number	Statement Date	Statement Value	CPF	Total Value (net of VAT)
		£	£	£
Total 2006/07	-	15,000,000	1,000,000	16,000,000
2007/08				
NWNWNC013	10/05/2007	1,000,000	100,000	1,100,000
NWNWNC014	08/06/2007	2,500,000	250,000	2,750,000
NWNWNC015	07/07/2007	1,500,000	125,000	1,625,000
Total 2007/08		5,000,000	475,000	5,475,000
Cumulative Operating Company		20,000,000	1,475,000	21,475,000

WORKS CONTRACTORS

Payment Application Number	Date Submitted	Recommended Payment Value	Total Value (net of VAT)	
		£	£	
Total 2006/07		12,000,000	12,000,000	
2007/08				
April		1,956,000	1,956,000	
May		2,536,000	2,536,000	
June				
NWCCOR009	08/06/2007	300,000	300,000	
NWCTHI017	10/06/2007	285,000	285,000	
NWCMDS005	05/07/2007	1,250,000	1,250,000	
NWCBDN025	06/06/2007	750,000	750,000	
		2,585,000	2,585,000	
Total 2007/08		7,077,000	7,077,000	
Cumulative Works Contractors		19,077,000	19,077,000	
Cumulative Expenditure for Unit				
2006/07		27,000,000	1,000,000	28,000,000
2007/08		12,077,000	475,000	12,552,000
Total to Date		39,077,000	1,475,000	40,552,000

ANNEX 4.2/F/2

**OPERATING CONTRACT FOR THE NORTH WEST UNIT
CONSOLIDATED FINANCIAL REPORT – PAYMENT**

Month being reported – 30 April 2008

Date of Issue – 14 May 2008

OPERATING COMPANY

Statement Number	Statement Date	Cumulative Amount of Statement (1)	Omitted Amount Part B (2)	CPF (3)	Part A Amount (4)= (1)+(3)-(2)	Manual Adjustments (5)	Total Value (net of VAT) (6)=(4)+(5)
		£	£	£		£	£
Total 2006/07	-	15,750,000	(269,254)	1,075,000	16,555,746	72,354	16,628,100
2007/08							
NWNWNC013	10/05/2007	1,000,000	75,340	100,000	1,175,340	84	1,175,424
NWNWNC014	08/06/2007	2,500,000	(71,804)	250,000	2,678,196		2,678,196
NWNWNC015	07/07/2007	1,500,000	52,814	125,000	1,677,814	400	1,678,214
NWNWNC016	11/08/2007	1,300,000	(128,114)	115,000	1,286,886		1,286,886
NWNWNC017	06/09/2007	1,355,000	66,100	120,000	1,541,100		1,541,100
NWNWNC018	04/10/2007	1,265,000	45,333	117,000	1,427,333		1,427,333
NWNWNC019	10/11/2007	1,854,000	(66,200)	175,000	1,962,800	69,350	2,032,150
NWNWNC020	09/12/2007	1,236,000	69,958	116,000	1,421,958		1,421,958
NWNWNC021	06/01/2008	1,584,000	50,250	130,000	1,764,250		1,764,250
NWNWNC022	05/02/2008	1,477,000	44,160	126,000	1,647,160		1,647,160
NWNWNC023	12/03/2008	1,799,000	(49,350)	200,000	1,949,650	(11,000)	1,938,650
NWNWNC024	08/04/2008	2,150,000	29,120	210,000	2,389,120		2,389,120
Accruals 2006/07		(750,000)	-	(75,000)	(825,000)	-	(825,000)
Accruals 2007/08		1,000,000	-	125,000	1,125,000	-	1,125,000
Total 2007/08		19,270,000	117,607	1,834,000	21,221,607	58,834	21,280,441
2008/09							
NWNWNC025	10/05/2008	2,000,000	-	200,000	2,200,000	-	2,200,000
Accruals 2007/08		(1,000,000)	-	(125,000)	(1,125,000)	-	(1,125,000)
Accruals 2008/09		-	-	-		-	
Total 2008/09		1,000,000	-	75,000	1,075,000	-	1,075,000
Cumulative Operating Company		36,020,000	(151,647)	2,984,000	38,852,353	131,188	38,983,541

CPF is calculated on the Part A Amount (column 4) i.e. the Cumulative Amount of the Statement less Part B.

WORKS CONTRACTORS						
Payment Application Number	Date Submitted	Application for Payment Value		Amounts Omitted/Released (including Claims)		Payment Value (net of VAT)
		£		£		
Total 2006/07		12,500,000		(500,000)		12,000,000
April		1,956,000				1,956,000
May		2,536,000				2,536,000
June		2,585,000				2,585,000
July		1,652,000				1,652,000
August		1,470,000				1,470,000
September		102,000				102,000
October		1,070,000				1,070,000
November		658,000				658,000
December		423,000				423,000
January		105,000				105,000
February		305,000		500,000		805,000
March		690,000				690,000
Accruals 2006/07		(500,000)	-	-	-	(500,000)
Accruals 2007/08		650,000	-	-	-	650,000
Total 2007/08		13,702,000		500,000		14,200,000
2008/09						
April						
NWCCOR010	15/04/2008	650,000	-	-	-	650,000
NWCMDS006	25/04/2008	300,000	-	-	-	300,000
		950,000	-	-	-	950,000
Accruals 2007/08		(650,000)	-	-	-	(650,000)
Accruals 2008/09		-	-	-	-	
Total 2008/09		300,000	-	-	-	300,000
Cumulative Works Contractors		26,502,000		0		26,502,000
Cumulative Expenditure for Unit						
2006/07		28,250,000	1,075,000	(769,254)	72,354	28,628,100
2007/08		32,972,000	1,834,000	617,607	58,834	35,482,441
2008/09		1,300,000	75,000	-	-	1,375,000
Total to Date		62,522,000	2,984,000	(151,647)	131,188	65,485,541

Note – the following are definitions of terms used in these tables:

Accruals – these represent any sums which were claimed in one Financial Year but accounted for in a previous Financial Year. This information may require to be entered manually by the Operating Company but shall be compiled from information held within the Contract Control and Management System.

Manual Adjustments – This is when an amount is paid or deducted outwith the CCMS. Such amounts shall be advised in writing by the Director and shall require to be entered manually by the Operating Company.

<OPERATING COMPANY>

Year

Expenditure Profile

Scheme ID	Route	OC/WC	Contract Description	Work Code	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total Operation Cost (£)	Ordered Value (£)	Total Works Cost (£)	Total Cost (£)
		OC																		
		WC																		
		OC																		
		WC																		
		OC																		
		WC																		
		OC																		
		WC																		
		OC																		
		WC																		
		OC																		
		WC																		
		OC																		
		WC																		
Total					£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	

Year

Operations Programme

EXECUTED VERSION

This Page is Blank

SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 4 PART 2

CONTRACT CONTROL AND MANAGEMENT SYSTEM

ANNEX 4.2/G – Work Codes – Scottish Executive Accounting System Linkages

This Page is Blank

ANNEX 4.2/G

**LINKAGES BETWEEN WORK CODES AND SCOTTISH EXECUTIVE
ACCOUNTING SYSTEM**

Work Code	Scottish Executive Accounting System Code
0101	60170101
0102	60170101
0103	60170101
0104	60170101
0105	60170101
0208	60170155
0301	60170155
0302	60170155
0303	60170155
0304	60170155
0305	60170155
0306	60170155
0307	60170155
0308	60170155
0309	60170155
0310	60170155
0311	60170155
0312	60170155
0313	60170155
0314	60170155
0315	60170155
0316	Not Used
0317	60170155
0318	60170155
0401	60170155
0508	60170155
0601	60170155

Work Code	Scottish Executive Accounting System Code
0703	60170155
0705	60170155
0709	60170155
0805	60170353
0901	60170350
1001	60170186
1101	60170155
1201	60170101
1202	60170101
1203	60170101
1204	60170101
1205	60170101
1301	60170155
1302	60170155
1303	60170155
1401	60170155
9804	60170155
9805	A Scottish Executive Accounting System number to be advised
9901	A Scottish Executive Accounting System number to be advised

This Page is Blank

SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 4 PART 2

CONTRACT CONTROL AND MANAGEMENT SYSTEM

ANNEX 4.2/H – Budgets

This Page is Blank

ANNEX 4.2/H

BUDGETS

This Annex describes the standard budget reports to be generated by the Contract Control and Management System. There are 3 basic reports

1. Top Level Budget Report (Work Series Level)
2. Intermediate Budget Report (Work Code level)
3. Detailed Budget Report (Scheme details)

4. TOP LEVEL BUDGET REPORT (WORK SERIES LEVEL)

This report lists all the Work Series (0100, 0200, ... 9800) and shows the sum of all of the Schemes within each Work Series. This report shall show information in accordance with the following example:

Work Series	Work Series Description	Value of Budget
0100	Roads – Structural Pavement Maintenance	£2,000,432.00
0200	Roads – Cyclic Maintenance	£6,125,254.00
.	.	.
.	.	.
9800	Roads And Bridges – Damage To Crown Property	£2,587,521.00

5. INTERMEDIATE BUDGET REPORT (WORK CODE LEVEL)

This report lists all the Work Codes within a particular Work Series and shows the sum of all of the Schemes within each Work Code. This report shall show information in accordance with the following example:

Work Code	Work Code Description	Value of Budget
0301	Patching Flexible Roads	£10,432.00
0302	Patching Concrete Roads	£125,254.00
.	.	.
.	.	.
0318	Graffiti Removal	£87,521.00

6. DETAILED BUDGET REPORT (SCHEME DETAILS)

This report lists all the Schemes within a particular Work Code. This report shall show information in accordance with the following example:

Work Code	Scheme ID	Route	Description	Value of Budget
0104	06/NW/0104/001	A82	Resurface Auchentool Slips	£10,432.00
0104	06/NW/0104/002	A99	Resurface Dunbeath Craggs	£125,254.00
.			.	.
.			.	.
0104	06/NW/0104/011	A87	Resurface Portree Road End	£87,521.00

This Page is Blank

SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 4 PART 2

CONTRACT CONTROL AND MANAGEMENT SYSTEM

ANNEX 4.2/I – Works Contractor Series and Item Numbers

This Page is Blank

ANNEX 4.2/I

ITEMS RELATED TO WORK CODES TO BE USED WHEN CODING WORKS CONTRACTS

Work Code	Item Number	Description	Unit
Structural Pavement Maintenance			
0101	0700	01-9000 Reconstruction	sq m
0102	0700	02-9000 Overlay	sq m
0103	0700	02-9100 Resurfacing	sq m
0104	0700	04-9000 Surface Dressing	sq m
0105	0700	04-9100 Anti skid treatment	sq m
General Repair and Maintenance			
0301	0700	11-9000 Patching flexible roads	sq m
0302	0700	11-9100 Patching concrete roads	sq m
0303	1100	05-9000 Resurfacing footways & cycle tracks	sq m
0305	0400	10-9000 Replacement of wire rope safety fence	M
0305	0400	01-9000 Replacement of other safety fence	M
0305	0400	10-9100 New wire rope safety fence	M
0305	0400	01-9100 New other safety fence	M
0311	1200	03-9000 Replacement of road markings	M
0315	1300	01-9000 Replacement of lighting columns	No
0317	1100	05-9100 New footways and cycle tracks	sq m
Accident Investigation and Prevention			
0805	0800	01-9000 Accident Investigation and Prevention Scheme	No
Minor Improvement Schemes			
0901	0900	01-9000 Minor Improvement Scheme	No
Bridges General Maintenance			
1201	1700	01-9000 Bridge or structure maintenance	No
1202	1700	01-9100 Bridge strengthening	No
1203	1700	01-9200 Major bridges maintenance	No
1204	2000	01-9000 Silane treatment	No
1205	1900	02-9000 Protective coatings	No

This Page is Blank

SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 4 PART 2

CONTRACT CONTROL AND MANAGEMENT SYSTEM

ANNEX 4.2/J – Terminal and Printer Requirements

This Page is Blank

ANNEX 4.2/J

Terminal and Printer Requirements

1. Terminals

A terminal shall be defined as the equipment required to allow the Director and/or the Performance Audit Group to communicate with the Contract Control and Management System server over the provided communication link. Terminals shall consist of but not be limited to the following equipment.

- (i) A keyboard
- (ii) A mouse
- (iii) A flat screen at least 17" in size (Thin Film Transistor (TFT))
- (iv) A floppy disk drive
- (v) A CD player for CD-ROMs
- (vi) A USB port suitable for use with a USB stick
- (vii) Any software required to drive any applications within CCMS
- (viii) Commonly used software including
 - (a) Microsoft Office
 - (b) Microsoft Project
 - (c) Visio
 - (d) Adobe Acrobat Reader

2. Printers

2.1 Black and White Laser Printer

The black and white laser printer shall have the ability to print on standard A4 white paper. The printer shall have the ability to print at 1200 dpi and the print speed of the printer shall be at least 16 pages a minute. The printer shall have the ability to allow printing on both sides of the paper. All terminals at the Scottish Executive's offices and the Performance Audit Group's offices shall have the ability to print to the printer at their respective location.

2.2 Colour Printer

The colour printer shall have the ability to print on standard A4 white paper. The printer shall also have the ability to print at 1440 dpi. The print speed shall be at least 9 pages a minute for black and white printing and 8 pages a minute for colour printing. All terminals at the Scottish Executive's offices and the Performance Audit Group's offices shall have the ability to print to the printer at their respective location.

This Page is Blank

SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 4 PART 2

CONTRACT CONTROL AND MANAGEMENT SYSTEM

**ANNEX 4.2/K – Detailed Functions and Functionality of the Contract Control and
Management System**

This Page is Blank

FUNCTIONS AND FUNCTIONALITY REQUIRED	RIGHTS OF PARTIES
<p>1. 3-Year Programme</p> <p>Each 3-year programme shall be given a unique consecutive number by the Contract Control and Management System.</p> <p>Each Scheme within a 3-year programme shall contain the following fields</p> <ul style="list-style-type: none"> (i) Work Code (ii) Route (iii) Scheme identifier (iv) Scottish Executive Road Information System identifier where one exists (v) Description (vi) Start Link, Section, Chainage (vii) End Link, Section, Chainage (viii) Pavement Management System Category (ix) Category of Operations or Works i.e. Investigations (I), Design (D), Construction (C), Retention (R) (x) Estimate of Operations costs in each year (xi) Estimate of Works costs in each year (xii) Estimate of total costs of Scheme <p>Group programmes as follows</p> <ul style="list-style-type: none"> (xiii) Roads (xiv) Bridges (xv) Minor Improvements (xvi) Accident investigation and prevention <p>Generate and store 3-year programme for all Operations in a format similar to that shown at Annex 4.1/A to Part 1 of this Schedule 4.</p> <p>Store all programmes generated and tag with date/time of issue and receipt and status i.e. draft number or consented to version. Allow further programmes to be generated and then tagged as consented to versions. The most recent version of a consented to programme shall be tagged as the current consented to 3 year programme.</p>	<p>Operating Company can generate revise and read draft programmes. Operating Company can read but cannot produce or revise consented to versions. Operating Company can create a copy of a consented to version.</p> <p>Director/the Performance Audit Group can revise draft programmes generate consented to programmes and read all programmes.</p>

FUNCTIONS AND FUNCTIONALITY REQUIRED	RIGHTS OF PARTIES
<p>2. 1-Year Programme & Financial Profiles</p> <p>Each 1-year programme and financial profile shall be given a unique consecutive number by the Contract Control and Management System.</p> <p>Each Scheme within a 1-year programme shall contain the following fields</p> <ul style="list-style-type: none"> (i) Work Code (ii) Route Number on All Routes (iii) Scheme identifier (iv) Scottish Executive Road Information System identifier where one exists (v) Estimate of Operations costs in Financial Year (vi) Estimate of Works costs in Financial Year (vii) Estimated cost of Scheme in Financial Year (viii) Start and end dates or each Category of Operations or Works (ix) Percentage Design complete (x) Tender documents to the Performance Audit Group date (xi) Tender issue date (xii) Tender award date (xiii) Final Statement/invoice date. <p>Group programmes as follows</p> <ul style="list-style-type: none"> (i) Roads (ii) Bridges (iii) Minor Improvements (iv) Accident investigation and prevention <p>Generate and store 1-year programme for all Operations in a format similar to that shown at Annex 4.1/B to Part 1 of this Schedule 4.</p> <p>Each Scheme within a 1-year financial profile shall contain the following fields</p> <ul style="list-style-type: none"> (i) Work Code (ii) Category of Operations or Works (iii) Route (iv) Scheme Identifier 	<p>Operating Company can generate revise and read draft programmes. Operating Company can read but produce or revise consented to versions. Operating Company can create a copy of a consented to version.</p> <p>Director/ the Performance Audit Group can revise draft programmes generate consented to programmes and read all programmes.</p>

FUNCTIONS AND FUNCTIONALITY REQUIRED	RIGHTS OF PARTIES
<p>(v) Description of Scheme</p> <p>(vi) Profiled cost of each Scheme for each month and with total for Financial Year</p> <p>Generate and store 1-year financial profile for all Operations in a format similar to that shown at Annex 4.1/B to Part 1 of this Schedule 4.</p> <p>Store all programmes generated and tag with date/time of issue and receipt and status i.e. draft number or consented to version. Allow further programmes to be generated and then tagged as consented to versions. The most recent version of a consented to programme shall be tagged as the current consented to 1 year programme.</p>	
<p>3. Annual Budgets</p> <p>Each annual budget shall be given a unique consecutive number by the Contract Control and Management System.</p> <p>Generate and store annual budgets for all Operations in a format similar to that shown at Annex 4.2/H to this Part 2 of this Schedule 4.</p> <p>Store all annual budgets generated and tag with date/time of issue and receipt and status i.e. draft number or consented to version.</p>	<p>Director/the Performance Audit Group can generate revise and read draft and indicative budgets.</p> <p>Operating Company can read draft budgets at the discretion of the Director/the Performance Audit Group but can read all indicative budgets. Operating Company cannot generate or revise any budgets.</p>
<p>4. Work Codes</p> <p>Hold all Work Codes as shown at Annex 4.2/B to this Part 2 of this Schedule 4 or subsequently re-issued by the Director in a format which will allow their use in the generation of other elements within the system such as Statements Bids Orders and Operations Instructions.</p> <p>Link each Work Code to a specific Scottish Executive financial code known as a Scottish Executive Accounting System code. These linkages shall be as referred to in Annex 4.2/G to this Part 2 of this Schedule 4. It may be necessary from time to time to change these Scottish Executive Accounting System codes.</p> <p>Link Scottish Executive Accounting System codes to the Work Codes on Statements to allow the Scottish Executive to undertake internal financial allocations. Scottish Executive Accounting System codes shall not be linked to the value of the Contract Price Fluctuation.</p>	<p>Director/the Performance Audit Group can generate revise and read Work Codes and linked Scottish Executive Accounting System codes.</p> <p>Operating Company can read Work Codes and linked Scottish Executive Accounting System codes.</p>

FUNCTIONS AND FUNCTIONALITY REQUIRED	RIGHTS OF PARTIES
<p>5. Bids</p> <p>Each Bid shall be given a unique consecutive number by the Contract Control and Management System.</p> <p>Generate and store outline and final Bids in a format similar to that shown at Annex 4.1/C of Part 1 to this Schedule 4.</p> <p>Automatically allocate to each Scheme within a Bid a Scheme Identifier which shall identify the Unit and shall be unique to that Scheme. The Scheme Identifier numbering convention shall be as follows</p> <p>06/NW/0301/001</p> <p>06 – start year (in this case 2006)</p> <p>NW – Unit – NW, NE, SE, SW</p> <p>0301 – Work code</p> <p>001 – Unique sequential number – three digits (XXX) range 001 to 999</p> <p>Each Scheme within a Bid shall contain the following fields</p> <ul style="list-style-type: none"> (i) (Scheme Identifier (ii) Scheme identifier from previous contract (for pre-existing Schemes handed over by the Director during Mobilisation Period) (iii) Scheme Identifier under Work Code 9901 where this Scheme Identifier replaces a Scheme Identifier created under Work Code 9901. (iv) Scottish Executive Road Information System identifier where one exists (v) Route number or All Routes (vi) Work Code (vii) Structure reference number (if the Scheme relates to a Structure) (viii) Locations - start and end of each link section and chainage (ix) Locations - the Ordinance Survey grid reference or Latitude/Longitude of the start and the end of the Scheme (x) Location – written description (xi) Description of proposed Operations or Works (xii) Details of any restrictions 	<p>Operating Company can generate revise and read Bids.</p> <p>Director/the Performance Audit Group can revise and read Bids</p>

FUNCTIONS AND FUNCTIONALITY REQUIRED	RIGHTS OF PARTIES
<p>(xiii) Proposed start and finish dates for each category of Operations or Works</p> <p>(xiv) Estimate of costs</p> <p>Hold detailed information justifying a Scheme within a module and reference using the Scheme Identifier.</p> <p>Generate Bids in a format where they can easily be converted into Orders.</p> <p>Amend existing Bids either in terms of work content or value and re-issue.</p> <p>Store all Bids generated and tag with date/time of issue and receipt and version number.</p> <p>Monthly Report produced by system to highlight outstanding Bids to facilitate Director action and purging of Bids if no longer required.</p>	
<p>6. Estimate of costs within a Bid</p> <p>Each estimate of costs within a Bid shall contain the following fields</p> <ul style="list-style-type: none"> (i) Estimate of Operations costs in each Financial Year (ii) Estimate of Works costs in each Financial Year (iii) Estimate of total costs in each Financial Year (iv) Estimate of cumulative total costs for all Financial Years. <p>Estimates of costs within Bids shall be determined by the Operating Company as follows</p> <ul style="list-style-type: none"> (i) for Operations the relevant rates and prices held within the Contract Control and Management System shall be used with estimated quantities to develop costs (ii) for Works rates and prices from recent similar Works Contracts shall be used with estimated quantities to develop costs. <p>This total breakdown shall be included within each estimate of costs.</p> <p>Section 12 within this Annex 4.2/K to this Part 2 of this Schedule 4 states that during the Mobilisation Period the Director shall identify certain rates and prices to which shall be attached an H or L tag. These tags shall activate a flag when shown within an estimate of costs within a Bid.</p>	<p>Operating Company can generate revise and read estimate of costs within Bids.</p> <p>Director/the Performance Audit Group can revise and read estimate of costs Bids.</p>

FUNCTIONS AND FUNCTIONALITY REQUIRED	RIGHTS OF PARTIES
<p>7. Orders</p> <p>Each Order shall be given an Order Number by the Contract Control and Management System. This is a unique consecutive numbering system for the Unit. The Order numbering convention shall be as follows</p> <p>06NWC001</p> <p>06 – start year (in this case 2006)</p> <p>NWC – Unit – NW, NE, SE, SW</p> <p>001 – consecutive Order number</p> <p>Generate Scheme Identifiers and issue standalone Orders based on Bids submitted by the Operating Company in a format similar to that shown at Annex 4.2/A to this Part 2 to this Schedule 4.</p> <p>Generate free standing Orders not based on Bids in a format similar to that shown at Annex 4.2/A to this Part 2 of this Schedule 4.</p> <p>Notwithstanding any other provision of the Contract each Scheme within an Order shall contain the following fields</p> <ul style="list-style-type: none"> (i) Scheme Identifier (ii) Scheme identifier from previous contract (for existing Schemes) (iii) Scottish Executive Road Information System identifier where one exists (iv) Route number or All Routes (v) Work Code (vi) Structure reference number (if the Scheme relates to a Structure) (vii) Locations – start and end of each link section and chainage (viii) Locations – the Ordinance Survey grid reference or Latitude/Longitude of the start and the end of the Scheme (ix) Location – written description (x) Description of proposed Operations (xi) Details of any restrictions (xii) Required start and finish dates for each Category of Operations or Works 	<p>Director can generate and read Orders.</p> <p>Operating Company and the Performance Audit Group can read Orders.</p>

FUNCTIONS AND FUNCTIONALITY REQUIRED	RIGHTS OF PARTIES
<p>(xiii) Order Value of Operations for this Scheme Identifier (can be a negative number)</p> <p>(xiv) Total Order Value of Operations to date within Financial Year</p> <p>(xv) Total Value of Scheme to Date</p> <p>(xvi) Scheme Completion Date</p> <p>(xvii) Scheme Closure Date</p> <p>An Order shall also contain the Cumulative Value Order.</p> <p>An issued Order shall not be capable of being altered. Any changes shall require the issue of a further Order by the Director.</p> <p>Store all Orders generated and tag with date/time of issue and receipt.</p> <p>Vary the work content the extent or the value of a Scheme which shall be the subject of an Order by issuing a further Order.</p>	
<p>8. Confirmation of Oral Orders</p> <p>Each Confirmation of Oral Order shall contain the following fields</p> <ul style="list-style-type: none"> (i) Unique Confirmation of Oral Order reference number (ii) RNMMMD contact who issued Oral Order (iii) Date and time when Oral Order was issued (iv) Bid Identifier associated with the Confirmation of Oral Order (v) Scheme Identifier(s) included in supporting Bid (vi) Comments (vii) Operating Company contact name <p>Automatically allocate to each Confirmation of Oral Order a unique Confirmation of Oral Order reference number.</p> <p>Store all Confirmation of Oral Orders generated and tag with date/time of issue and receipt.</p>	<p>Operating Company can generate and read Confirmation of Oral Orders.</p> <p>Director/the Performance Audit Group can read Confirmation of Oral Orders</p>
<p>9. Scheme Completion/ Closure</p> <p>Allow the Operating Company to be able to date tag a Scheme within an Order with the “Scheme Completion Date” as referred to at paragraph 2.3.4.1 of this Part 2 of this Schedule 4.</p>	<p>Operating Company can generate and read Scheme Completion Dates and Scheme Closure Dates.</p>

FUNCTIONS AND FUNCTIONALITY REQUIRED	RIGHTS OF PARTIES
<p>Allow the Operating Company to be able to date tag a Scheme within an Order with the “Scheme Closure Date” as defined at paragraph 2.3.4.2 of this Part 2 of this Schedule 4. Should a Scheme Closure Date not be input within 56 days of a Scheme Completion Date being input then the Contract Control and Management System shall on such 56th day automatically enter that date as the Scheme Closure date and shall bar the Operating Company from entering any further costs against the Scheme. There shall be a facility to allow the Director to lift this bar at his discretion.</p> <p>Where a Scheme relates to a Monthly Lump Sum activity if the Operating Company shall within 14 days of the end of the Financial Year not have logged the Scheme Closure Date the Contract Control and Management System shall on such 14th day automatically enter that date as the Scheme Closure date.</p> <p>Allow the Director to tag as “Director objects to final and conclusive amount claimed” any Scheme which shall have been tagged with a “Scheme Closure Date”. Allow the Director to re-tag “Director objects to final and conclusive amount” to “Director does not object to final and conclusive amount”</p> <p>If within 12 weeks of a Scheme having been tagged with a “Scheme Closure Date” it has not been tagged by the Director as “Director objects to final and conclusive amount” then it shall automatically be tagged as “Director does not object to final and conclusive amount”. If a Scheme is released within the 12 week period it shall still be able to be revisited by the Director.</p>	<p>Director/the Performance Audit Group can read Scheme Completion Dates and Scheme Closure Dates.</p>
<p>10. Further Detailed Enquiries</p> <p>Each Further Detailed Enquiry shall contain the following fields</p> <ul style="list-style-type: none"> (i) Unique Further Detailed Enquiry reference number (ii) Subject Heading (iii) Enquiry details (iv) Solutions or Options being proposed (v) Requested date for response (vi) Scheme Identifier to which the Further Detailed Enquiry refers 	<p>Operating Company can generate and read Further Detailed Enquiries.</p> <p>Director/the Performance Audit Group can read Further Detailed Enquiries</p>

FUNCTIONS AND FUNCTIONALITY REQUIRED	RIGHTS OF PARTIES
<p>(vii) Original Order number on which the Scheme was originally issued</p> <p>(viii) Operating Company contact name</p> <p>(ix) Further Detailed Direction reference number of response</p> <p>Generate Further Detailed Enquiry in a format similar to that shown at Annex 4.2/C to this Part 2 of this Schedule 4. Automatically allocate to each Further Detailed Enquiry a unique Further Detailed Enquiry reference number.</p> <p>Issue of a Further Detailed Direction with a Further Detailed Enquiry number lodged in it shall tag the Further Detailed Enquiry as completed.</p> <p>Further Detailed Enquiries format which allows the Director to return it as an Further Detailed Direction committing to a particular solution or option.</p> <p>Store all Further Detailed Enquiries generated and tag with date/time of issue and receipt.</p> <p>It shall be impossible to issue an Further Detailed Enquiry without a valid Scheme Identifier and valid Order.</p>	
<p>11. Further Detailed Directions</p> <p>Each Further Detailed Direction shall contain the following fields</p> <p>(i) Unique Further Detailed Direction reference number</p> <p>(ii) Further Detailed Enquiry or Confirmation of Oral Order reference number if Further Detailed Direction is in response to an Further Detailed Enquiry or Confirmation of Oral Order</p> <p>(iii) Direction details</p> <p>(iv) Date for completion</p> <p>(v) Scheme Identifier to which the Further Detailed Direction refers</p> <p>(vi) Original Order number on which the Scheme was originally issued</p> <p>(vii) Director contact name</p> <p>(viii) Actual Completion Date</p> <p>(ix) The Director objects. This field defaults to Y when an actual completion date is entered.</p>	<p>Director can generate and read Further Detailed Directions.</p> <p>Operating Company and the Performance Audit Group can read Further Detailed Directions.</p> <p>Operating Company can enter only the Actual Completion Date.</p>

FUNCTIONS AND FUNCTIONALITY REQUIRED	RIGHTS OF PARTIES
<p>Generate Further Detailed Direction in a format which utilises proposals or options contained in an Further Detailed Enquiry. For use when the Director shall require to respond to an Further Detailed Enquiry.</p> <p>Generate stand alone Further Detailed Direction in a format similar to that shown at Annex 4.2/D to this Part 2 of this Schedule 4. Automatically allocate to each Further Detailed Direction a unique Further Detailed Direction reference number.</p> <p>Store all Further Detailed Directions generated and tag with date/time of issue and receipt.</p> <p>Monthly Report produced by system to highlight outstanding Further Detailed Directions to facilitate Director action.</p> <p>It shall be impossible to issue an Further Detailed Direction without a valid Scheme Identifier and valid Order.</p>	
<p>12. Schedule of Rates and Prices</p> <p>Hold all rates and prices contained in Part 2 of Schedule 2 together with any subsequently inserted determined rates or final rates and prices in a format which will allow their use in the generation of other elements within the Contract Control and Management System such as Statements Bids and Operations Instructions.</p> <p>Each rate and price shall be capable of having a tag attached which shall indicate the rate or price as being either High (H) or Low (L).</p> <p>During the Mobilisation Period the Director shall identify certain rates and prices to which shall be attached a H or L tag which shall activate a flag when shown within an estimate of costs within a Bid. This will allow the Scottish Ministers to consider value for money issues as set out at Clause 7.2.9 of Schedule 1.</p> <p>Each series/item and M D and S type shall be capable of holding two rates and prices a determined rate and price and a final rate and price and shall be capable of being tagged as such. All rates and prices contained in Part 2 of Schedule 2 shall be tagged as final rates and prices. Where a final rate and price shall be entered to replace a determined rate the Contract Price Fluctuation shall be automatically recalculated.</p> <p>When a final rate and price for a series/item and M D and S type shall be inserted into the Schedule of Rates and Prices to supersede a determined rate and price then</p>	<p>Operating Company shall enter the Contract rates and prices contained in Part 2 of Schedule 2 to the Contract together with the linkages to the Contract price fluctuation categories. These shall be validated by the Director. In all cases descriptions will be full and not linked to descriptions on other rates e.g. “as above”</p> <p>Once validated only the Director/the Performance Audit Group shall have access to revise add or delete rates and prices.</p>

FUNCTIONS AND FUNCTIONALITY REQUIRED	RIGHTS OF PARTIES
<p>only the final rate shall be available thereafter for insertion into Operations Instructions and Statements. However the determined rate shall continue to be held as a historical record.</p> <p>When a final rate for a series/item and M D and S type shall be inserted into the Contract Control and Management System to supersede a determined rate and price then the Contract Control and Management System shall automatically generate an Operations Instruction showing the cumulative quantity to date for that series/item and M D and S type as a positive number against the final rate and price and the cumulative quantity to date for that series/item and M D and S type as a negative number against the determined rate and price.</p> <p>Link each series/item within Part 2 of Schedule 2 to one of the four Contract Price Fluctuation Item Categories as referred to in Schedule 1 Annexes. These linkages shall be as described at Annex 5 to Schedule 1. These linkages shall allow the total sum for Contract Price Fluctuation to be automatically generated for each Statement.</p>	
<p>13. Operations Instructions</p> <p>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 shall be identified and logged on the Operations Instruction.</p> <p>Prevent Operations Instruction from being issued without an itemised rate or price as held within the Contract Control and Management System as referred to in section 12 of this Annex 4.2/K to this Part 2 of this Schedule 4 being inserted.</p> <p>Where more than fifty percent of the estimated value of an Operations Instruction shall be in aggregate valued under Series 6200 Professional Services Rates and Series 6500 Time Work Schedule, the Operations Instruction shall be prevented from being issued by the Contract Control and Management System. In such situations the Contract Control and Management System shall include a facility which shall allow the Operating Company to issue to the Director a draft copy of the Operations Instruction requesting consent for it to be issued. The Contract Control and Management System shall include a voting button to allow the Director to</p>	<p>Operating Company can generate and read Operations Instructions.</p> <p>Director/ the Performance Audit Group can read Operations Instructions</p>

FUNCTIONS AND FUNCTIONALITY REQUIRED	RIGHTS OF PARTIES
<p>either consent or reject such a request.</p> <p>The Operating Company shall place against each itemised rate an estimated quantity. The Contract Control and Management System shall then multiply the quantity with the rate to produce sub-totals for each series/item and M D and S type 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 Statement for that month.</p> <p>Each Operations Instruction within a Scheme shall contain the following fields Unique Operations Instruction identifier</p> <ul style="list-style-type: none"> (i) Scheme Identifier (ii) Original Order Number (iii) Work Code (iv) Road Management and Maintenance System Defect Identifier (v) Damage to Crown Property Identifier if appropriate (vi) The series/items and M D and S types within the Schedule of Rates and Prices specified at section 12 of this Annex 4.2/K to this Part 2 of this Schedule 4 to be used for the Operations (vii) The consent by the Director to the use of time work schedule rates and prices(Yes or No voting button) (viii) The estimated quantities related to each series/item and M D and S type (ix) The estimated value of the Operations generated from the two foregoing. (x) Route number (xi) Location (Link section and chainage plus a written description) (xii) Description of proposed Operations (xiii) Proposed start and finish dates <p>Each Scheme within an Operations Instruction shall also be capable of holding data on a minimum of 20 further fields. This shall allow the Operating Company to hold further data as yet unspecified by the Director.</p>	

FUNCTIONS AND FUNCTIONALITY REQUIRED	RIGHTS OF PARTIES
<p>Each Operations Instruction shall have a module for recording Site data and shall contain the following fields</p> <ul style="list-style-type: none"> (i) Changes made on Site (written description) (ii) Actual measured quantities related to each series/item and M D and S type (iii) Date Site Operations commenced (iv) Date Site Operations completed (v) Name of authorised Site sign off (vi) Name of countersigning manager <p>The Contract Control and Management System shall be directly linked to the Road Management and Maintenance System to allow Category 1 Defects to be imported to generate Operations Instructions. The Contract Control and Management System shall be set up in such a manner as to also allow Category 2 Defects identified from inspections to be grouped and imported as well as allowing the export back of data to Road Management and Maintenance System to indicate completion of both Category 1 and 2 Defects. However it is not initially envisaged that Category 2 Defects will be allowed to automatically generate Operations Instructions. The information which shall be transferred from the Road Management and Maintenance System shall contain the following fields</p> <ul style="list-style-type: none"> (i) Road Management and Maintenance System Defect Identifier (which shall include the Defect category) (ii) Route number (iii) Location - Link section chainage plus a written description (iv) Locations - the Ordinance Survey grid reference or Latitude/Longitude of the start and the end of the Scheme (v) Description of proposed Operations (vi) Proposed start and finish dates <p>The information that shall be transferred back to the Road Management and Maintenance System shall include</p> <ul style="list-style-type: none"> (i) Road Management and Maintenance System Identifier (ii) Scheme Identifier 	

FUNCTIONS AND FUNCTIONALITY REQUIRED	RIGHTS OF PARTIES
<p>(iii) Operations Instruction start date</p> <p>(iv) Operations Instruction closure date</p> <p>Link all Operations Instructions to a specific Scheme Identifier which shall have within it an Order value. The Contract Control and Management System shall prevent any further Operations Instructions from being generated if this shall exceed the value of the Order. The only exception shall be Operations Instructions related to Emergencies.</p> <p>Operations Instructions which contain damage to Crown Property identifier which shall be tagged as estimated to cost less than £10,000 shall not send the costs to the Statement. These costs shall only be sent to data fields (xxxvii) (xxxviii) (xxxix) (xl) (xli) and (xlii). (See section 19 of this Annex 4.2/K to this Part 2 of this Schedule 4)</p> <p>An Operations Instruction shall not be able to contain more than one damage to crown property identifier.</p> <p>Generate Consolidated Operations Instructions containing more than one Operations Instruction. Each Consolidated Operations Instruction shall be issued with a unique consecutive identifier number.</p> <p>Store all Operations Instructions and Consolidated Operations Instructions generated and tag with date/time issue receipt by sub-office depot or the like and completion. Also tag with date/time the insertion of Site changes actual measured quantities and download to active Statement for the month.</p>	
<p>14. Statement</p> <p>Each Statement shall be given a unique consecutive number by the Contract Control and Management System.</p> <p>Hold all of the Statement data as specified at Annex 4.2/E to this Part 2 of this Schedule 4.</p> <p>Provide the following five reports to be lodged in Contract Control and Management System, which shall form part of the Statement each month</p> <p>(i) a full Statement report as specified at Annex 4.2/E/2 to this Part 2 of this Schedule 4</p> <p>(ii) a simplified Statement report specified at Annex 4.2/E/3 to this Part 2 of this Schedule 4</p> <p>(iii) a full Statement report as specified at Annex 4.2/E/4 to this Part 2 of this Schedule 4 reporting</p>	<p>Operating Company can generate and read all Statements.</p> <p>Director/the Performance Audit Group can read all Statements</p>

FUNCTIONS AND FUNCTIONALITY REQUIRED	RIGHTS OF PARTIES
<p>at Operations Instruction level</p> <p>(iv) a Scottish Executive Accounting System Statement report allocating all costs within the Statement to Scottish Executive Accounting System codes specified at Annex 4.2/G to this Part 2 of this Schedule 4</p> <p>(v) supporting documentation for Operations which fall to be paid under Time Work Schedule as specified at paragraph 4.4.9.1 of this Part 2 of this Schedule 4.</p> <p>Retain all supporting documentation related to Operations on which Statements have been prepared. Such documentation shall be referenced to the Scheme Identifier.</p> <p>Hold Statements showing the live running Statement for the month the total for the year to date and the totals for the completed years.</p> <p>As soon as actual measurement data shall be inserted into an Operations Instructions then this shall be transferred to a live running Statement for that month.</p> <p>Store all Statements generated and tag each monthly Statement with date/time of issue and receipt.</p> <p>The Contract Price Fluctuation series/item Categories for each individual Statement 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 also be updated and the system must be able to allow for such updates to be entered. The cumulative calculation for the value of the contract price fluctuation shall be based upon the summation of each individual Statement submitted. Each individual Statement shall be tagged as either provisional or final based on the contract price fluctuation which has been applied.</p>	
<p>15. Financial Monitoring and Forecasting</p> <p>Reports related to the value of monthly Statements the value of activity undertaken and the reprofiling of monthly spend profiles in the format specified in Annex 4.2/F to this Part 2 of this Schedule 4.</p> <p>Consolidated reports detailing all Statements submitted by the Operating Company and statements requesting payments submitted by Works Contractors during the previous month in the formats specified in Annex 4.2/F to this Part 2 of this Schedule 4.</p>	<p>Operating Company can generate and read all reports.</p> <p>Director/the Performance Audit Group can read all reports.</p>

FUNCTIONS AND FUNCTIONALITY REQUIRED	RIGHTS OF PARTIES
<p>16. Payment Notified Record</p> <p>Each Payment Notified Record shall be given a unique consecutive number by the Contract Control and Management System.</p> <p>Where Statements shall be submitted to the Director the ability to undertake the following to create a Payment Notified Record for that month</p> <ul style="list-style-type: none"> (i) transfer elements from Part A to Part B of the Statement where such elements shall be identified by the Director in Statements as disputed elements (ii) manipulate the quantities (including setting negative quantities) in Statements to show the changes which the Director wishes to make (iii) automatic recalculation of all values following (i) and (ii) above including Contract Price Fluctuation value and Scottish Executive Accounting System report (iv) 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 (v) hold the Payment Notified Records showing the total for the year to date and the totals for completed years (vi) store all Payment Notified Records generated and tag each with date/time of issue and receipt. 	<p>Director and the Performance Audit Group can generate and read Payment Notified Records.</p> <p>Operating Company can read all Payment Notified Records.</p>
<p>17. Payment Received Record</p> <p>Each payment received record shall be given a unique consecutive number by the Contract Control and Management System.</p> <p>Record the date and value of the payment received from the Director for the month. This shall be known as the payment received record</p>	<p>Operating Company can generate and read payment received records.</p> <p>Director and the Performance Audit Group can read all payment received records.</p>
<p>18. Works Contracts</p> <p>Each Scheme for which there is a Works Contract shall contain the following fields</p> <ul style="list-style-type: none"> (i) Scheme Identifier (ii) Work Code (iii) Appropriate series/item number related to Work Code as described in Annex 4.2/I to this Part 2 of this Schedule 4. 	<p>Operating Company can generate and read Works Contract Records.</p> <p>Director and the Performance Audit Group can read all Works Contract records.</p>

FUNCTIONS AND FUNCTIONALITY REQUIRED	RIGHTS OF PARTIES
<ul style="list-style-type: none"> (iv) Tender Value (v) Date of Director award letter to Works Contractor (vi) Name of Works Contractor (vii) Monthly payment certified (viii) Payment application (ix) Period covered (x) Total payments certified to date (xi) Retention value (xii) CC payment certification and monitoring forms as described in Annexes 6.1/A 6.1/B and 6.1/C of Part 1 of Schedule 6 (xiii) Actual Site Works start date (or estimated prior to Site Works commencing) (xiv) Actual Site Works end date (or estimated prior to Site Works finishing) (xv) On completion the quantity related to the appropriate series/item number as above <p>Tag each monthly payment certified with date/time of issue and receipt.</p>	
<p>19. Damage to Crown Property Cost Recovery</p> <p>Each incident which causes damage to crown property shall contain the following fields</p> <ul style="list-style-type: none"> (i) Unique damage to crown property identifier automatically generated which can tag as either less than or equal to £10,000 or more than £10,000 estimated cost. Ability to re-tag if required (ii) Date damage logged onto system (iii) Date and time of incident (iv) Location of damage site – route number (v) Location of damage site – start and end of each link section and chainage (vi) Location of damage site – the Ordinance Survey grid reference or Latitude/Longitude of the start and the end of the Scheme (vii) Location of damage site – written description (viii) Description of property damaged (ix) Details of damage 	<p>Operating Company can generate and read Trunk Road Damages Claims</p> <p>Director and the Performance Audit Group can read all Trunk Road damages claims.</p>

FUNCTIONS AND FUNCTIONALITY REQUIRED	RIGHTS OF PARTIES
<p>(x) Cause of damage</p> <p>(xi) Name of culprit</p> <p>(xii) Are proceedings being taken by police?</p> <p>(xiii) Other information including names and addresses of witnesses</p> <p>(xiv) Brief account of incident causing damage</p> <p>(xv) Source of this information (from (iii) to (xiv))</p> <p>(xvi) Has emergency work been done and by whom?</p> <p>(xvii) Road condition for example good, rutted</p> <p>(xviii) Weather conditions</p> <p>(xix) Was road wet, dry or icy?</p> <p>(xx) Were gritters called out?</p> <p>(xxi) Details of gritting arrangements</p> <p>(xxii) Was location gritted prior to incident</p> <p>(xxiii) Date(s) of repair replacement and clearance</p> <p>(xxiv) Details of repair replacement and clearance</p> <p>(xxv) Status with regard to recovery</p> <p>(xxvi) Date Director notified where cost of repair replace and clearing exceeds £10,000.</p> <p>(xxvii) Costs to be recovered together with tag for estimated cost or final cost</p> <p>(xxviii) Estimated date for final costs</p> <p>(xxix) Amount of costs recovered from culprit</p> <p>(xxx) Statement number if appropriate</p> <p>(xxxi) Outstanding balance (difference between costs to be recovered and amount recovered).</p> <p>The costs to be recovered at (xxvii) shall be held within the following fields</p> <p>(xxxii) Operating Company costs</p> <p>(xxxiii) Third party costs</p> <p>Within the Operating Company costs at (xxxii) shall be included the following fields</p> <p>(xxxiv) Cost of repair replacement and clearance</p> <p>(xxxv) Emergency Response Operations</p> <p>(xxxvi) Maintaining traffic management while the</p>	

FUNCTIONS AND FUNCTIONALITY REQUIRED	RIGHTS OF PARTIES
<p>Design and Operations shall be being completed to allow the repair to be executed</p> <p>For each element of work within the three fields at (xxxiv) (xxxv) and (xxxvi) shall be the following</p> <p>(xxxvii) Cost Sub Series</p> <p>(xxxviii) Description</p> <p>(xxxix) Quantity</p> <p>(xl) Unit</p> <p>(xli) Rate</p> <p>(xlii) Amount of costs</p> <p>(xliii) Total amount for each cost sub-series</p> <p>Within the third party costs at (xxxiii) shall be included the following fields</p> <p>(xliv) Police reports costs</p> <p>(xlv) Other third party costs</p> <p>(xlvi) Total other costs</p> <p>Ability to provide the reports described in Annex 4.5/B of Part 5 of Schedule 4 of this Contract.</p> <p>When the actual measurement data for Operating Company costs shall be inserted onto an Operations Instruction then the cost data shall automatically be inserted into fields (xxxvii) (xxxviii) (xxxix) (xl) (xli) and (xlii). The cost fields shall only be capable of automatic update and shall not be capable of manual manipulation.</p> <p>When the cost field at (xxvii) above shall be tagged as final the system shall automatically generate a DCPCC as described at Annex 4.5/B of Part 5 of Schedule 4 of this Contract. These shall be issued either to the culprit or the Director as appropriate.</p> <p>Operations Instructions which contain damage to Crown Property identifier which shall be tagged as estimated to cost less than £10,000 shall not send the costs to the Statement. These costs shall only be sent to data fields (xxxvii) (xxxviii) (xxxix) (xl) (xli) and (xlii). (See section 13 of this Annex 4.2/K to this Part 2 of this Schedule 4.)</p>	

FUNCTIONS AND FUNCTIONALITY REQUIRED	RIGHTS OF PARTIES
<p>20. Responsible Persons</p> <p>Hold a list of responsible persons nominated for 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.</p>	<p>Operating Company can enter and revise its own staff designated as responsible persons.</p> <p>Director can enter and revise its own staff or the Performance Audit Group staff designated as responsible persons.</p>
<p>21. Time Work Schedule Supporting Documents</p> <p>Time Work Schedule supporting documents shall be logged under individual Operations Instructions and shall contain the following fields and sub-fields</p> <p>(i) Operations Instruction identifier</p> <p>(ii) Scheme Identifier</p> <p>Labour</p> <p>Series/item number</p> <p>Quantity for series/item</p> <p>Rate for series/item</p> <p>Cost for series/item</p> <p>Total cost for all series/items listed</p> <p>Plant Listed</p> <p>Series/item number</p> <p>Quantity for series/item</p> <p>Rate for series/item</p> <p>Cost for series/item</p> <p>Total cost for all series/items listed</p> <p>Plant from Schedule of Daywork Plant Rates</p> <p>Quantity for plant type</p> <p>Plant type cost from Schedule</p> <p>Percentage adjustment rate for series/item</p> <p>Cost for plant type</p> <p>Total cost for all plant types</p> <p>Supplementary Charges</p> <p>Statement / invoice cost of series/item</p>	

FUNCTIONS AND FUNCTIONALITY REQUIRED	RIGHTS OF PARTIES
<p>Percentage adjustment rate for series/item</p> <p>Cost for Statement / invoice</p> <p>Total cost for all Statements / invoices</p> <p>Materials</p> <p>Quantity for each material</p> <p>Rate for each material</p> <p>Cost for each material</p> <p>Total cost for each material listed</p>	
<p>22. 9901 Activation</p> <p>Each 9901 Activation shall be given a 9901 Activation Number by the Contract Control and Management System. This is a unique consecutive numbering system for the Unit. The Order numbering convention shall be as follows</p> <p>9901-06NWC001</p> <p>06 – start year (in this case 2006)</p> <p>NWC – Unit – NW, NE, SE, SW</p> <p>001 – consecutive Order number</p> <p>Generate Scheme Identifiers and issue standalone 9901 Activations based on Bids submitted by the Operating Company in a format similar to that for Orders shown at Annex 4.2/A to this Part 2 to this Schedule 4.</p> <p>Notwithstanding any other provision of this Contract each Scheme within a 9901 Activation shall contain the following fields</p> <ul style="list-style-type: none"> (i) Scheme Identifier (ii) Scheme identifier from previous contract (for existing Schemes) (iii) Scottish Executive Road Information System identifier where one exists (iv) Route number or All Routes (v) Work Code (vi) Structure reference number (if the Scheme relates to a Structure) (vii) Locations – start and end of each link section and chainage 	<p>Director can generate and read 9901 Activations.</p> <p>Operating Company and the Performance Audit Group can read 9901 Activations.</p>

FUNCTIONS AND FUNCTIONALITY REQUIRED	RIGHTS OF PARTIES
<p>(viii) Locations – the Ordinance Survey grid reference or Latitude/Longitude of the start and the end of the Scheme</p> <p>(ix) Location – written description</p> <p>(x) Description of Operations and reasons for claim for payment</p> <p>(xi) Details of any restrictions</p> <p>(xii) Required start and finish dates for each Category of Operations or Works</p> <p>(xiii) 9901 Activation Value of Operations for this Scheme Identifier (can be a negative number)</p> <p>(xiv) Total 9901 Activation Value of Operations to date within Financial Year</p> <p>(xv) Total Value of Scheme to Date</p> <p>(xvi) Scheme Completion Date</p> <p>(xvii) Scheme Closure Date</p> <p>A 9901 Activation shall also contain the Cumulative Value of 9901 Activation.</p> <p>An issued 9901 Activation shall not be capable of being altered. Any changes shall require the issue of a further 9901 Activation by the Director.</p> <p>Store all 9901 Activations generated and tag with date/time of issue and receipt.</p> <p>Vary the work content the extent or the value of a Scheme which shall be the subject of a 9901 Activation by issuing a further 9901 Activation.</p> <p>The functionality of a 9901 Activation mirrors the functionality of an Order but shall not be deemed to an Order.</p>	

SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 4 PART 2

CONTRACT CONTROL AND MANAGEMENT SYSTEM

ANNEX 4.2/L – Standard Reports from the Contract Control and Management System

This Page is Blank

ANNEX 4.2/L

STANDARD REPORTS

The Contract Control Management System shall produce reports with ‘fixed’ fields as referred to in this Annex 4.2/L to this Part 2 of this Schedule 4. These reports shall be menu driven to respond to requests for specific periods and in all cases show the periods covered. It shall also be necessary for the Contract Control Management System to produce ad-hoc reports using fields specified in (xiii) and shall be sorted in an order and for whatever period requested by the user. It shall also save the format of frequently requested ad-hoc reports if required.

	Description	‘Fixed’ Fields
(i)	Order versus spend by Scheme year	(a) Scheme Identifier
		(b) Amounts Ordered (£)
		® Spend (Part A) (£)
		(d) Difference between (b) and (c) (£)
(ii)	Analysis of costs by item series	(a) All item series
		(b) Applied value for month (£)
		® Applied value for Financial Year to date (£)
		(d) Applied value for month as a percentage of total applied value for month (£)
		(e) Applied value for Financial Year as a percentage of total applied value for year to date (£)
(iii)	Statement by Operations Instructions for current month	(a) All fields as per Annex 4.2/E/4 but only showing current month’s transactions and the corresponding totals for the Schemes involved.
(iv)	Scheme Completion/Closure	(a) Scheme Identifier
		(b) Scheme description
		® Associated Further Detailed Directions reference number
		(d) Further Detailed Direction status
		(e) Scheme Completion Date (showing date entered into Contract Control and Management System)
		(f) Scheme Closure Date
		(g) Amounts omitted from payment (£)
		(h) Date for acceptance by Director
		(i) Objected to by Director (Y/N)
(v)	PNR checking facility	(a) Operations Instruction
		(b) Order number
		® Scheme Identifier
		(d) Series/item number
		(e) Unit of measurement
		(f) Applied quantity for month
		(g) Certified quantity for month after PNR
		(h) Applied value (£) for month

		(i) Certified value (£) for month after PNR
		(j) Amount to omit/release (including net total) (£) (h)–(i)
(vi)	Works Contractors Register Tender/outturn costs	(a) Scheme Identifier
		(b) Scheme description
		® Route
		(d) Work Code
		(e) Series/item number
		(f) Name and address of Works Contractor
		(g) Tender value (£) and award date
		(h) Dates of payment application
		(i) Period covered by statement/invoice
		(j) Actual/proposed site Works start date
		(k) Actual /proposed Works period length (days)
		(l) Extensions of time granted by the Engineer
		(m) Actual/proposed site Works end date
		(n) Amount (£) and date of interim payments certified
		(o) Total payments (£) certified to date
		(p) Payment (£) outstanding including retention value
		(q) Retention value (£)
		® Bonus/charge (£) for occupancy
		(s) Total estimated/actual cost including bonus/charge (£)
		(t) Difference between total estimated/actual cost including bonus/charge ® and tendered value (g) (£)
		(u) Explanation for any differences +/- 10%
		(v) On completion the quantity related to (e) above
		The register should also contain the following information
		(i) every 26 weeks and in any event within 14 days of the issue of the Certificate of Completion and the Maintenance Certificate on a scale of 1 to 10 in the opinion of the Engineer the overall performance of the Works Contractor
		(ii) a written appraisal by the Engineer on the performance of the Works Contractor in three parts
		(a) quality of the Works
		(b) quality of the Works Contractor's resources and
		® approach and attitude of the Works Contractor including approach to measurement and claims
		(iii) separate details of all Scheme files including but not limited to
		(a) health and safety files

		(b) Certification
		® Design
		(d) Supervision
		(e) measurement and payment records and
		(f) As-built drawings/records
		shall be maintained by the Operating Company
(vii)	Order Register showing related Further Detailed Enquiry/Further Detailed Direction/Confirmation of Oral Order	(a) Order number
		(b) Date order created
		® Scheme Identifier
		(d) Description of Operations
		(e) Reference number of any associated Further Detailed Direction/Further Detailed Enquiry /Confirmation of Oral Order
		(f) Description of any associated Further Detailed Direction/Further Detailed Enquiry/Confirmation of Oral Order
(viii)	Further Detailed Enquiries and Further Detailed Directions	Further Detailed Enquiry
		(a) Reference number
		1. Enquiry details
		2. Date issued
		3. Requested date for response
		4. Status (resolved /unresolved)
		5. Operating Company contact name
		6. Reference number of Further Detailed Direction response
		(b) Further Detailed Direction
		7. Reference number
		8. Further Detailed Enquiry/Confirmation of Oral Order reference number
		9. Details of direction
		10. Target date for completion
		11. Actual completion date
		12. Director contact name
		13. Status (open/completed)
(ix)	Bids highlighting those not the subject of an Order	(a) Bid number
		(b) Description
		® Date of bid
		(d) Bid value (£)
		(e) Associated Order number
		(f) Date of Order
		(g) Order value (£)
		(h) Bid numbers not ordered

(x)	Schemes the subject of an Order but not commenced	(a) Scheme Identifier
		(b) Scheme description
		® Route
		(d) Order number
		(e) Orders not commenced
(xi)	Rates and Prices for new items	(a) Description of new rate
		(b) Description of items within new rate and price
		® Date of submission of application for rate and price for new item
		(d) Status (submitted/determined/agreed)
		(e) Details of progress
		(f) Item number allocated by Performance Audit Group
		(g) Date determined/agreed by the Director
		(h) Date determined/agreed entered into Contract Control and Management System
		(i) Amount of determined/agreed rates and prices (£)
		(j) Action (Director/Operating Contract/Performance Audit Group)
(xii)	Contract Price Fluctuation indices by month showing provisional and final	(a) Statement number
		(b) Month applicable to indices used
		(b) Index for category A – provisional
		® Index for category B – provisional
		(d) Index for category C – provisional
		(e) Index for category A – final
		(f) Index for category B – final
		(g) Index for category C – final
(xiii)	Fields for ad-hoc reports	(a) Period covered
		(b) Operations Instruction number
		® Order number
		(d) Budget year
		(e) Route
		(f) Scheme Identifier
		(g) Scheme description
		(h) Work Code
		(i) Series number e.g. 0400 (where full item number shall be 040003231)
		(j) Series/sub-series e.g. 040003 (where full item number shall be 040003231)
		(k) Series/sub-series/item number (where full item number shall be 040003231)
		(l) Item description
		(m) M/D/S
		(n) Chainage and linkage

		(o) Unit of Measurement
		(p) Current month quantity
		(q) Rate and Price(£)
		® Contract Price Fluctuation for Current month by category (£)

This Page is Blank