

## **SCOTTISH MINISTERS' REQUIREMENTS**

### **SCHEDULE 6 PART 1**

#### **PROCUREMENT AND MANAGEMENT OF SCHEMES**

<b>CONTENTS</b>	<b>Page No.</b>
<b>1. INTRODUCTION</b>	<b>1</b>
1.1 General Requirements	1
<b>2. SCHEMES EXECUTED AS OPERATIONS</b>	<b>1</b>
2.1 General	1
<b>3. SCHEMES PROCURED AS WORKS CONTRACTS</b>	<b>2</b>
3.1 General	2
3.2 Competitively Tendered Contracts	5
3.3 Use of a Scottish Ministers' Framework Contract	6
3.4 Inviting Tenders	6
<b>4. AWARD OF WORKS CONTRACT AND FRAMEWORK ORDER</b>	<b>7</b>
<b>5. CONTRACT MANAGEMENT DUTIES</b>	<b>7</b>
5.1 General	7
5.2 Financial Control and Monitoring of Works Contracts	8
5.3 Changes to Works Contracts	9
5.4 Interim Valuations and Final Measurement for Works Contracts	10
5.5 As-Built Records	11
<b>ANNEX 6.1/A – Model for Draft Tender Documents Checklist</b>	<b>13</b>
<b>ANNEX 6.1/B – Draft Tender Document Certificates</b>	<b>21</b>
<b>ANNEX 6.1/C – Contract Control Forms</b>	<b>27</b>
<b>ANNEX 6.1/D – Lane Rental Form</b>	<b>39</b>



## **SCOTTISH MINISTERS' REQUIREMENTS**

### **SCHEDULE 6 PART 1**

#### **PROCUREMENT AND MANAGEMENT OF SCHEMES**

##### **1. INTRODUCTION**

###### **1.1 General Requirements**

- 1.1.1 Subject to an Order, the Operating Company shall:
- (i) execute Schemes as part of Operations, or
  - (ii) assist the Director to procure works by means of a competitive tendering procedure,
  - (iii) assist the Director to procure works via a Scottish Minister's framework, or
  - (iv) assist the Director to procure works via any other procedure decided by the Director.
- 1.1.2 The Operating Company shall include documented procedures in its Management System for delivering the requirements of this Part.
- 1.1.3 The Operating Company is not permitted to tender for any Works Contracts which are to be executed within the Unit.
- 1.1.4 The Operating Company shall ensure that the construction phase of all Works Contracts and Schemes are completed no later than 25 Working Days before the Contract Expiry Date of this Contract.
- 1.1.5 For the purposes of this Part, "Contract Administrator" means the Engineer or Project Manager and Supervisor or equivalent as stated in the form of Works Contract used.

##### **2. SCHEMES EXECUTED AS OPERATIONS**

###### **2.1 General**

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

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

- (i) completion of road orders,
- (ii) completion of any traffic regulation orders,
- (iii) permissions required from the Scottish Environment Protection Agency including obtaining any licences required by the *Controlled Activities (Scotland) Regulations 2005*,
- (iv) the environmental impact assessment,
- (v) the environmental statement,
- (vi) the publication of the environmental notice, and

(vii) any other regulatory requirement specific to the Scheme.

The completion of the statutory procedures and the requirements for entry to land shall represent a hold point in the Operating Company's Quality Plan.

2.1.2 The Operating Company's Quality Plan shall identify the level of supervision for any Scheme to be executed as Operations. When requested by the Director, the Operating Company shall provide proposals for supervisory staff for any Scheme to be executed as Operations. This shall represent a hold point in the Operating Company's Quality Plan.

2.1.3 Subject to an Order, the Operating Company shall undertake the supervision and management of Schemes executed as Operations. When undertaking the supervision and management of Schemes executed as Operations, the requirements stated in paragraphs 5.1.5, 5.2, 5.3, 5.4 and 5.5 of this Part shall be executed as part of the supervision and management requirements.

2.1.4 The Operating Company shall ensure that suitably qualified and experienced employees are available at all times, for all Schemes where Operations are in progress.

2.1.5 The Operating Company shall undertake the relevant duties required to fulfil the obligations of the *Construction (Design and Management) Regulations 2007* as stated in Schedule 6 Part 2.

2.1.6 The Operating Company shall maintain Records of all Site activities.

2.1.7 The Operating Company shall undertake the financial management and monitoring of each Scheme undertaken as Operations in accordance with the requirements stated in Schedule 4 Part 1.

2.1.8 Operations Instructions with a financial value below £1,000 may be collected together in batches related to a common activity by the Operating Company at monthly intervals, for confirmation by a change order.

2.1.9 Change orders issued by the Operating Company shall:

- (i) be in a format provided by the Director,
- (ii) state the Operations Instructions including the reference to which such work shall apply, and
- (iii) include a complete description of location and the extent of work.

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

### **3. SCHEMES PROCURED AS WORKS CONTRACTS**

#### **3.1 General**

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

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

- (i) no later than 25 Working Days prior to the start of the second Annual Period and each subsequent Annual Period,
- (ii) whenever a person consented to is unavailable to undertake the role, and
- (iii) whenever the Director requests the Operating Company to provide further nominations.

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

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

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

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

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

- (i) a competitive tendering procedure, or
- (ii) a Scottish Ministers' framework contract, or
- (iii) any other procedure decided by the Director.

Allowing sufficient time prior to commencing any tender process, the Operating Company shall provide a report to the Director recommending which form of contract is to be used from the Director's library of model contracts as referred to in this Part. This report shall represent a hold point in the Operating Company's Quality Plan.

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

3.1.6 For each Works Contract, the Director shall inform the Operating Company of the name and e-mail address of the person to be designated as the sole point of contact for all tender correspondence. The Operating Company shall include such details in the tender documentation for each Works Contract.

3.1.7 When procuring a Works Contract through a competitive tendering procedure, the restricted tendering procedure stated in the *Public Contracts (Scotland) Regulations 2006* (as amended from time to time) shall be used, unless otherwise instructed by the Director.

3.1.8 All Works Contracts shall use:

- (i) the current version of the *Manual of Contract Documents for Highway Works*,
- (ii) any amendments issued by Transport Scotland to the *Manual of Contract Documents for Highway Works*,

- (iii) one of the Director's library of model works contract documents, and
  - (iv) any other requirements stated as part of an Order.
- 3.1.9 There shall be no departure from the *Manual of Contract Documents for Highway Works* or Transport Scotland's procurement documentation without the prior written consent of the Director.
- 3.1.10 For each Works Contract, the Director shall inform the Operating Company of the tender assessment criteria to be used for assessing tender submissions. The Operating Company shall include the assessment criteria in the tender documents and, where applicable, in the advertisement for the Works Contract.
- 3.1.11 The Operating Company shall ensure that all Works Contracts contain provisions for Works Contractors to:
  - (i) provide the data necessary to complete the Director's Carbon Management System contractors' data template for projects,
  - (ii) submit a completed Carbon Management System contractors' data template for projects to the Operating Company on a weekly basis during the Works Contract,
  - (iii) submit to the Operating Company the completed Carbon Management System contractors' data template for projects within five Working Days of the completion of the Works, and
  - (iv) ensure the Site is restored to a clean and tidy condition with a minimum standard of grade B as stated in the *Code of Practice on Litter and Refuse*.
- 3.1.12 The Operating Company shall ensure all Works Contracts require the Works Contractor to prepare and provide a detailed quotation covering each change.
- 3.1.13 When required by the Director, the Operating Company shall ensure that Works Contracts contain provisions requiring Works Contractor's to source at least 10 percent of the materials required for the Scheme from recycled, secondary or re-used sources when the Scheme has a Bid Estimate of Costs over £1,000,000.
- 3.1.14 The Operating Company shall ensure that all Works Contracts contain provisions to allow the Director and the Performance Audit Group the right to access the locations of Works or Works Contractor's premises, with or without prior notification. The Operating Company shall provide all assistance necessary to ensure that access for such visits is available to the Director and the Performance Audit Group.
- 3.1.15 The Operating Company shall inform the Director immediately should it consider that there are conflicting requirements between the obligations detailed in paragraph 5 of this Part and the form of contract selected for a Works Contract.
- 3.1.16 The Operating Company shall use a self certification, check and counter signature process to ensure the tender documents required for each Works Contract comply with the Director's requirements.
- 3.1.17 Prior to the issue of any tender documents and following completion of the Design, the Operating Company shall submit one Electronic Copy of the finalised tender documents including the model checklist provided in Annex 6.1/A of this Part to the Performance Audit Group for review and counter certification.

- 3.1.18 The Operating Company shall modify the tender documents when required by the Performance Audit Group. When satisfied that any required amendments have been dealt with, the Performance Audit Group will issue the certificate shown in Annex 6.1/B of this Part. The Operating Company shall remain responsible at all times for the drafting of the tender documents.
- 3.1.19 The Operating Company shall not proceed further with the procurement process and no tender documents shall be issued until the certification process is complete. This shall represent a hold point in the Operating Company's Quality Plan.
- 3.1.20 No tender documents shall include any contingency sum other than a provisional sum that has been previously consented to by the Director.
- 3.1.21 Works Contracts with a Bid Estimate of Cost over £2,000,000 shall be procured using a Works Contract with fixed price lump sum from the Director's library of model contracts, unless otherwise consented to in writing by the Director.

### **3.2 Competitively Tendered Contracts**

- 3.2.1 The Director's library of model contracts supports the use of lane rental and lane occupation charge procedures and can accommodate varying maintenance periods of one, two or five years. The Works Contractors' responsibilities during the maintenance period can also be varied.

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

- (i) the suitability of the Works for the use of lane rental and lane occupation charges,
- (ii) the length of the maintenance period, and
- (iii) the Works Contractor's responsibilities during the maintenance period.

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

- 3.2.3 The Operating Company shall:

- (i) use the drawings, specifications and schedules prepared as part of the Design as stated in Schedule 6 Part 4 for the preparation and production of all tender documents to be issued to all tenderers,
- (ii) prepare for consent by the Director, an advertisement inviting applicants to apply to be on the tender list. When consented to by the Director, the Operating Company shall place the advertisement on the Public Contracts Scotland portal and in any other publications required by the Director,
- (iii) prepare the Director's pre-qualification questionnaire and submit this to the Director for consent. This shall represent a hold point in the Operating Company's Quality Plan,
- (iv) following consent by the Director, issue the Director's pre-qualification questionnaire as necessary. The Operating Company shall assist the Director in responding to any questions from or clarifications sought by applicants relating to the pre-qualification questionnaire,

- (v) issue the tender documents,
- (vi) provide support to the Director for answering tender questions and providing clarifications within defined timescales, relating to the tender documents, and
- (vii) undertake any other activities required by the Director to assist in the procurement of Works.

### **3.3 Use of a Scottish Ministers' Framework Contract**

#### **3.3.1 The Operating Company shall:**

- (i) use the drawings, specifications and schedules prepared as part of the Design as stated in Schedule 6 Part 4 for the preparation and production of tender documents, as required by the Scottish Ministers' framework contract, to enable the Director to determine the most suitable framework contractor for the Scheme,
- (ii) provide support to the Director for answering questions and providing clarifications sought by framework contractors relating to the tender documents,
- (iii) undertake any other activities required to ensure the Director fulfils the requirements of the Scottish Ministers' framework contract, and
- (iv) undertake any other activities required to assist in the determination of the most suitable framework contractor for the Scheme.

### **3.4 Inviting Tenders**

#### **3.4.1 The Director shall inform the Operating Company of the tender list for each Scheme.**

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

- (i) negotiations for entry to all the land required for the Works by the planned date for commencement of such Works have been completed,
- (ii) any required traffic regulation orders have been consented to and are in place,
- (iii) permissions required from the Scottish Environmental Protection Agency have been obtained and any licences required by the *Controlled Activities (Scotland) Regulations 2005* are in place,
- (iv) all necessary new or modified road orders for any such Scheme and, where required, the environmental impact assessment or the environmental statement, are not open to any statutory or legal challenge by any third party, and
- (v) the environmental notice has been published.

Confirmation from the Director shall represent a hold point in the Operating Company's Quality Plan.

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



#### **4. AWARD OF WORKS CONTRACT AND FRAMEWORK ORDER**

- 4.1.1 The Director will assess all tenders received and determine the winning tender. The Scottish Ministers will issue a letter of acceptance to the winning tenderer and inform the Operating Company of the details of the winning tenderer.
- 4.1.2 No later than 25 Working Days prior to the commencement of the Works Contract, the Operating Company shall prepare and distribute copies of the Works Contract documents including the letters of acceptance, amendments and clarifications as follows:
- (i) an Electronic Copy and if requested a paper copy, to the Works Contractor,
  - (ii) the original to the Performance Audit Group,
  - (iii) one Electronic Copy, when requested, to the Performance Audit Group,
  - (iv) one Electronic Copy to the Director,
  - (v) Electronic Copies as required for the use of the Contract Administrator(s), and
  - (vi) one paper and one Electronic Copy to the Central Office where they shall be retained in accordance with the requirements of Schedule 5 Part 2.

#### **5. CONTRACT MANAGEMENT DUTIES**

##### **5.1 General**

- 5.1.1 Subject to an Order, the Operating Company shall act as the Contract Administrator(s) according to the form of contract used for the Works Contract. When acting as the Contract Administrator(s), the Operating Company shall undertake the roles required of the Contract Administrator(s) as stated in this part.
- 5.1.2 The Operating Company shall ensure that all Works Contracts are executed, certified for payment and completed in accordance with the terms of the contract used.
- 5.1.3 The Operating Company shall ensure that any communications with the Works Contractor are responded to in accordance with the timescales detailed in the terms of contract used.
- 5.1.4 The Operating Company, in addition to undertaking the duties and roles of the Contract Administrator(s) according to the form of contract used, in acting as the Contract Administrator(s) shall also:
- (i) comply with the guidance documents provided by the Director,
  - (ii) review the Works Contractor's insurance documents to ensure compliance with the Works Contract requirements and report any discrepancies to the Director,
  - (iii) prepare for, and facilitate, partnering workshops when required by the Director,
  - (iv) liaise and consult with relevant interested parties including all relevant authorities, the Police, landowners and other third parties as necessary,
  - (v) notify the Director of changes in accordance with the requirements of paragraph 5.3 of this Part,

- (vi) attend Works Contract progress meetings,
- (vii) grant access to the Works Contractor to the Site, and
- (viii) deal with third party claims in accordance with the provisions of this Contract.

5.1.5 The Operating Company shall undertake the relevant duties required to fulfil the obligations of the *Construction (Design and Management) Regulations 2007* as stated in Schedule 6 Part 2.

5.1.6 The Operating Company shall update the Carbon Management System Road Infrastructure Projects Tool using the data provided by the Works Contractor on the Carbon Management System contractors' data template for projects. The update of the Carbon Management System Road Infrastructure Projects Tool shall be completed no later than 25 Working Days following the completion of the Works.

5.1.7 The Operating Company when acting as the Contract Administrator(s) shall comply with the restrictions on its authority given in this Part.

5.1.8 The Operating Company shall not authorise any person other than the accepted nominee(s) acting as Contract Administrator(s) to act on its behalf for any matter referred to in the Works Contract.

5.1.9 The Operating Company shall not authorise any person other than the accepted nominee(s) acting as the Contract Administrator(s) to act on its behalf at Works Contracts progress meetings except in exceptional circumstances and with the prior written consent of the Director.

## **5.2 Financial Control and Monitoring of Works Contracts**

5.2.1 No later than 10 Working Days prior to the commencement of the Works Contract on Site, the Operating Company shall provide the Director with a copy of the agreed programme and financial forecast for the Works Contract. The Operating Company shall monitor the programme and financial forecast and inform the Director, at intervals not exceeding one month, of:

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

5.2.2 Within three days of identification by the Operating Company of any circumstances that:

- (i) will or may lead to increases or decreases in cost or value in the Works Contract, or
- (ii) result in changes in the bills of quantities, programme or milestone schedules contained in the Works Contract,

the Operating Company shall seek consent from the Director as required by Schedule 4 Part 1.

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

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

- 5.2.4 The Operating Company shall comply with the requirements of Schedule 4 Part 1 when in receipt of a Works Contractor's application for payment.
- 5.2.5 The Operating Company shall use standard forms Certificate of Payment CC1A, CCII and CCIII as shown in Annex 6.1/C of this Part. For all Works Contracts regardless of value, the Operating Company shall submit forms CC1A and CCII to the Director with each payment request or monthly valuation, whichever shall be the lesser amount. In addition, form CCIII shall be submitted to the Director for each Scheme at quarterly intervals.
- 5.2.6 Within 25 Working Days of issuing the Certificate of Completion of a Works Contract involving lane rental conditions, the Operating Company shall prepare and submit to the Director and the Performance Audit Group, the lane rental monitoring form shown in Annex 6.1/D of this Part in accordance with the requirements of the *Design Manual for Roads and Bridges*.

### **5.3 Changes to Works Contracts**

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

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

- 5.3.4 Any proposals for changes to the Works that are outwith the Operating Company's authority stated in paragraph 5.3.3 of this Part shall be referred to the Director for written consent prior to the changes to the Works being agreed.
- 5.3.5 Before the issue of any instruction to change or vary the Works, the Operating Company shall consider and value the direct and consequential effects of the various options for implementing change from a financial, engineering or time perspective. The Operating Company shall provide and record accurate estimates to support the selection and agreement of the best value option for the change.
- 5.3.6 All instructions to change or vary the Works shall be sufficiently detailed to show the precise identification of the location, a description of the change, the estimated cost

or the actual cost of the change and any change to the agreed programme. The instructions to change or vary the Works issued to the Works Contractor shall not state the estimated cost or the actual cost of the change.

5.3.7 The Operating Company shall continually review and assess the progress and value of the Works executed under an instruction to change or vary the Works. Where the estimate of value changes for any Works Contract, the Operating Company shall immediately provide such information in writing to the Director, using forms CC1A, CCII and CCIII.

5.3.8 Subject to the requirements in paragraph 5.3.3 of this Part, the Operating Company shall execute the obligations for assessing and agreeing changes to the prices and agreed programme detailed in the form of contract used for the Works Contract. In advance of any Works that are the subject of an instruction to change or vary the Works being carried out by the Works Contractor, the Operating Company shall ascertain or determine the rates and prices in writing.

5.3.9 When the Operating Company has determined that the Works Contractor is entitled to a change in prices and has certified such for payment, subject to the valuation requirements stated in Schedule 4 Part 1 and the requirements of paragraph 5.3.3 of this Part, no further authority shall be required before payment is effected.

The Operating Company shall ensure that the details of any instruction to change or vary the Works that will increase the financial commitment are provided to the Director in sufficient time for the funds to be available when the payment becomes due. The Operating Company shall ensure that the Director's financial commitment for each Scheme is kept under continual review.

5.3.10 When the Works Contractor has notified its intention to refer a dispute in accordance with the dispute resolution procedures contained in a Works Contract, the Operating Company shall immediately notify the Director. The Operating Company shall provide the Director with all information relating to the dispute. Subject to an Order, the Operating Company shall advise and support the Director in resolving the dispute.

5.3.11 Upon request by the Director, the Operating Company shall provide written explanations, advice and recommendations within two Working Days to the Director in respect of any issues whatsoever arising from any Works Contract.

#### **5.4 Interim Valuations and Final Measurement for Works Contracts**

5.4.1 The Operating Company shall record the date of receipt of the Works Contractor's monthly statement and all other communications from the Works Contractor.

5.4.2 The Operating Company shall forward the monthly statement together with forms CC1A, CCII and CCIII to the Director, copied to the Performance Audit Group, no later than 10 Working Days from receipt of the said statement.

5.4.3 When required by the form of Works Contract used, measurement of Works by the Operating Company shall proceed as a continuous activity to ensure that applications for interim payments (monthly statements) can be validated and the Works Contractor's final account settled in accordance with the provisions of the Works Contract.

5.4.4 Where the amount certified for payment for a monthly statement varies from the statement value submitted by the Works Contractor, the Operating Company shall

inform the Works Contractor using the Appendix to form CC1A, no later than 5 days before the Final Date for payment due date, in accordance with the provisions of the Works Contract, detailing the amount to be paid and any amounts not paid but claimed by the Works Contractor including the reasons why such amounts will not be paid by the Scottish Ministers. At the same time, the Operating Company shall provide copies of the correspondence to the Director and the Performance Audit Group.

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

## **5.5 As-Built Records**

- 5.5.1 The Operating Company shall prepare as-built drawings, maintenance schedules and construction and maintenance reports for all Works Contracts and shall include them with the other Records that are held in respect of each Works Contract in the Central Office. Such Records shall comply with the relevant *Design Manual for Roads and Bridges* standards and the *Construction (Design and Management) Regulations 2007* and shall be compiled progressively during the execution of the Works.

A full set of such as-built drawings and maintenance schedules, including an electronic version, shall be available within the Central Office no later than 75 Working Days after completion of the Works. These records shall be updated by the Operating Company for all Works Contracts whenever a change to the Works is required.

- 5.5.2 The Operating Company shall produce as-built records for Structures in accordance with the requirements of the *Design Manual for Roads and Bridges*. The Operating Company shall provide two copies of such as-built records for Structures, including an electronic version, one for retention and maintenance within the Central Office and one for issue to the Director, no later than 10 Working Days after completion of the Works.

Where any works are undertaken following the completion of the Works as referred to in the Works Contract, the Operating Company shall amend all copies of the as-built records accordingly and submit one copy to the Director no later than 10 Working Days after the work has been executed.



This is Annex 6.1/A to Schedule 6 Part 1 referred to in the foregoing Agreement between Scottish Ministers and BEAR Scotland Limited.

## **SCOTTISH MINISTERS' REQUIREMENTS**

### **SCHEDULE 6 PART 1**

#### **PROCUREMENT AND MANAGEMENT OF SCHEMES**

#### **ANNEX 6.1/A – Model for Draft Tender Documents Checklist**





## SCOTTISH MINISTERS' REQUIREMENTS

### SCHEDULE 6 PART 1

#### PROCUREMENT AND MANAGEMENT OF SCHEMES

##### Annex 6.1/A – Model for Draft Tender Documents Checklist

##### MODEL FOR DRAFT TENDER DOCUMENTS CHECKLIST

<b>Unit :</b>	_____
<b>Route and Scheme Name:</b>	_____ _____ _____
<b>Scheme Identifier Number:</b>	_____
<b>Form of Contract:</b>	_____

Note: This checklist is provided as a basis for the Operating Company to ensure all requirements have been addressed. The Operating Company shall adapt this checklist as necessary for use with any of the forms of contract and procurement options that the Operating Company may require to use and which are the subject of an Order.

Consent for any such other form of checklist for other forms of contract and procurement options shall be sought in writing by the Operating Company from the Director.

#### 1. GENERAL DOCUMENTATION AND CONDITIONS OF CONTRACT

Yes/No/(N/A)

- |     |      |  |                          |
|-----|------|--|--------------------------|
| 1.1 | (i)  | Is the correct and up to date version of the Instructions for Tendering, as stated in the Model Contract Document (MCD) specified?   | <input type="checkbox"/> |
|     | (ii) | Are all relevant Scheme specific sections completed?   | <input type="checkbox"/> |
| 1.2 |      | Is a completed Health and Safety Plan included and do the Instructions for Tendering include reference to the successful tenderer being appointed as Principal Contractor? | <input type="checkbox"/> |
| 1.3 |      | Are the correct Form of Tender and associated Certificates included and are the appropriate appendices to the Form of Tender all as specified in the MCD?                  | <input type="checkbox"/> |

- |     |      |  |                          |
|-----|------|--|--------------------------|
| 1.4 | (i)  | Is the correct and up to date version of the conditions of contract based on the specified MCD included.   | <input type="checkbox"/> |
|     | (ii) | Are all amendments issued by the Director applied?   | <input type="checkbox"/> |
| 1.5 | (i)  | Are any contract specific requirements to the conditions of contract specified, such as definitions of the Employer, Engineer/Project Manager and Special Requirements included? | <input type="checkbox"/> |
|     | (ii) | Are any changes listed in the Draft Tender Documents Certificate?  | <input type="checkbox"/> |
| 1.6 |      | Has the Director given written consent to any additional requirements to the model of the type of contract issued by the Director?   | <input type="checkbox"/> |

## 2. SPECIFICATION

Yes/No/(N/A)

- |     |       |  |                          |
|-----|-------|--|--------------------------|
| 2.1 | (i)   | Are the correct Preamble and schedule of relevant publication dates included?  | <input type="checkbox"/> |
|     | (ii)  | Issue date of Specification use  | --/----                  |
|     | (iii) | Is the most up to date Specification referred to in any Specification clause amendments?   | <input type="checkbox"/> |
| 2.2 |       | Are there any relevant clauses or paragraphs from the 4 <sup>th</sup> Generation Term Management and Maintenance Contracts included in the Specification (for example patching or traffic management)? | <input type="checkbox"/> |
| 2.3 | (i)   | Are all additional or substitute clauses acceptable and have any departures from standard been approved by the Overseeing Department (including alternative materials)?                                | <input type="checkbox"/> |
|     | (ii)  | Are all relevant Scottish Government/Transport Scotland Interim Amendments included?   | <input type="checkbox"/> |
|     | (iii) | Are all such changes listed in the Draft Tender documents Certificate?   | <input type="checkbox"/> |
| 2.4 |       | Are all relevant Specification Appendices included and completed in accordance with the Notes for Guidance to the Specification for Highway Works (NGSHW)?   |                          |

### Additional Scheme-Specific Specification Requirements:

Yes/No/(N/A)

- |     |  |  |                          |
|-----|--|--|--------------------------|
| 2.5 |  | Are all relevant materials and workmanship testing requirements included in Appendices 1/5 or 1/6 as per NGSHW table NG 1/1 and other Scheme specific materials? | <input type="checkbox"/> |
| 2.6 |  | Is an appropriate method of setting out, including level control, included in Appendix 1/12 and is all information needed for tendering purposes included?       | <input type="checkbox"/> |

2.7	Are all programming constraints and traffic management restrictions and requirements included in Appendices 1/13, 1/17, 1/18 and 1/20 as per the NGSHW sample Appendices?	<input type="checkbox"/>
2.8	Are schedules included for fencing, safety fencing and drainage as per NGSHW sample Appendices?	<input type="checkbox"/>
2.9	(i) Are full earthworks requirements included?	<input type="checkbox"/>
	(ii) Has a full geotechnical investigation been carried out where required?	<input type="checkbox"/>
	(iii) Has appropriate geotechnical certification been obtained where required?	<input type="checkbox"/>
	(iv) Has written consent been given by the Director for specialist materials or activities?	<input type="checkbox"/>
2.10	(i) Are scheme-specific requirements for pavement and surface dressing materials (including design mixes) included as per NGSHW sample appendices	<input type="checkbox"/>
	(ii) Has written consent been given by the Director for specialist materials?	<input type="checkbox"/>
2.11	Are fully detailed new sign and road marking schedules included (referenced to drawings if appropriate)?	<input type="checkbox"/>
2.12	Are all electrical, road lighting and cabling requirements as per the Design Manual for Roads and Bridges (DMRB) and NGSHW sample Appendices included?	<input type="checkbox"/>
2.13	Are all maintenance painting of steel Structures requirements included as specified in the stated MCD?	<input type="checkbox"/>
2.14	Are bridge deck waterproofing requirements clear, including approval of proprietary systems?	<input type="checkbox"/>
2.15	(i) Are all structural works clearly defined and do they comply with the appropriate DMRB standards?	<input type="checkbox"/>
	(ii) Has written consent been given by the Director for significant structural works?	<input type="checkbox"/>
<b>3.</b>	<b>BILL OF QUANTITIES OR MILESTONE SCHEDULES</b>	<b>Yes/No/(N/A)</b>
3.1	(i) Are the correct Preamble and schedule of relevant publication dates included?	<input type="checkbox"/>
	(ii) Is the most relevant and/or most up to date Method of Measurement or Milestone Schedule referred to in any amendments?	<input type="checkbox"/>

	(iii)	Issue date of Specification used	--/----
3.2		Are all items of work, as identified in the Drawings, Specification and Health and Safety Plan, covered?	<input type="checkbox"/>
3.3		Are all standard items as per the Bills of Quantities for Highway Works Library of Standard Item Descriptions?	<input type="checkbox"/>
			<b>Yes/No/(N/A)</b>
3.4	(i)	Has the Method of Measurement (including itemisation and item coverage) been amended to cover new or non-standard items?	<input type="checkbox"/>
	(ii)	Has cognisance been taken of non-standard items contained within the 4 <sup>th</sup> Generation Term Contract for Management and Maintenance of the Scottish Trunk Road Network?	<input type="checkbox"/>
3.5	(i)	Is a standard dayworks schedule included or, if not, has Conditions of Contract (ICE 5 <sup>th</sup> Edition Clause 52(3) or equivalent) been omitted?	<input type="checkbox"/>
	(ii)	Is the inclusion of any provisional sums reasonable?	<input type="checkbox"/>
	(iii)	Are any such provisional sums consented to in writing by the Director?	<input type="checkbox"/>
3.6		Are all preliminary items (traffic management, offices/messes, recovery vehicles, diversions) included?	<input type="checkbox"/>
3.7		Have all quantities in the Bill of Quantities been checked and do similar items appear to correlate (for example earthwork excavation, disposal, deposition, imported material)?	<input type="checkbox"/>
3.8	(i)	Are Prime Cost, Provisional or Nominated Sub-contractor items correctly applied?	<input type="checkbox"/>
	(ii)	Are provisional sums reasonable?	<input type="checkbox"/>
<b>4.</b>		<b>DRAWINGS</b>	<b>Yes/No/(N/A)</b>
4.1	(i)	Are a location plan, general arrangement and a limit/extent of Site drawing or land made available by the Employer for the Works included as appropriate?	<input type="checkbox"/>
	(ii)	Do these include outlines of general Site clearance, earthworks and structural Works (Contractor Design)?	<input type="checkbox"/>
4.2		Are pavement construction and tie-in details, edge and drainage details, kerbing and footway alignments, electrical details, structural concrete and reinforcement detail and typical traffic management details included?	<input type="checkbox"/>
4.3		Have all drawings been checked and signed/initialled as such?	<input type="checkbox"/>

**5. LANE RENTAL AND LANE OCCUPATION** **Yes/No/(N/A)**

- 5.1 Is the scheme lane rental? ☐
- 5.2 If not lane rental, has the written consent of the Director been obtained? ☐
- 5.3 (i) Are the bonus/charge amounts or lane occupation charges for main Works and maintenance works defined in the Appendix to Form of Tender or equivalent? ☐
- (ii) Have the amounts been calculated in accordance with SH 4/91 of the DMRB or has the written consent of the Director been obtained? ☐
- 5.4 (i) Is the working day correctly defined in the conditions of contract (ICE 5<sup>th</sup> Edition Clause 1 or equivalent)? ☐
- (ii) Has the maximum duration of Works been defined in the Instructions for Tendering in accordance with SH 4/91 of the DMRB? ☐
- 5.5 Are paragraphs 5, 6, 7 and 8 for the Instructions for Tendering amended as per SH 4/91 of the DMRB or as appropriate for the particular type of contract to be used? ☐
- 5.6 Are conditions of contract clauses 1, 14, 41, 43, 44, 47, 49 and 60 amended as per SH 4/91 of the DMRB or as appropriate for the particular type of contract to be used? ☐

**6. CERTIFICATION** **Yes/No/(N/A)**

- 6.1 Have all relevant Design and Design Check Certificates Design Interim Certificates and Design Check Interim Certificates and Consultation Certificates from Annex 6.4/A to Schedule 6 Part 4 to the 4<sup>th</sup> Generation Term Contract for Management and Maintenance of the Scottish Trunk Road Network been completed? ☐
- 6.2 Has the Draft Tender Documents Certificate and Appendix from Annex 6.1/A to Schedule 6 Part 1 to the 4<sup>th</sup> Generation Term Contract for Management and Maintenance of the Scottish Trunk Road Network been completed and included? ☐

**7. Any Other Operating Company or Scheme Specific Requirements:**

**8. Any further comments by the Operating Company in relation to sections 1 to 6 inclusive above:**

**9. Any further relevant comments:**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_  
(BLOCK CAPITALS)

Position: \_\_\_\_\_

Operating Company: \_\_\_\_\_

Date: \_\_\_\_\_

Final tender Documents and Checklist reviewed by Performance Audit Group

**YES**

\*

**NO**

\*

**\* Tick as appropriate**

Signed ..... Date .....

Name (Block Capitals) .....

Position in Performance Audit Group.....

This is Annex 6.1/B to Schedule 6 Part 1 referred to in the foregoing Agreement between Scottish Ministers and BEAR Scotland Limited.

## **SCOTTISH MINISTERS' REQUIREMENTS**

### **SCHEDULE 6 PART 1**

#### **PROCUREMENT AND MANAGEMENT OF SCHEMES**

#### **ANNEX 6.1/B – Draft Tender Document Certificates**





## SCOTTISH MINISTERS' REQUIREMENTS

### SCHEDULE 6 PART 1

#### PROCUREMENT AND MANAGEMENT OF SCHEMES

##### ANNEX 6.1/B – Draft Tender Document Certificates

**TRANSPORT SCOTLAND**  
**TRUNK ROAD AND BUS OPERATIONS DIRECTORATE**  
**DRAFT TENDER DOCUMENTS CERTIFICATE**

**SCHEME TITLE .....**

**SCHEME NUMBER .....**

I certify that the draft tender documents enclosed comprising *\*(Insert list of draft tender documents)* are based on *\*...(Insert title of Model Contract Document use)...* and include the variations listed on the attached sheet(s).

I also certify that the draft tender documents comprising *\*\* (Insert list of draft tender documents)* and fully detailed working drawings have been prepared for this Scheme and where appropriate, the quantities entered in the bill of quantities are a true measure of the various items of work represented by those drawings in accordance with *\*\*\*(Insert title of the Method of Measurement used if appropriate)* . The drawings and documents enclosed herewith are listed on the attached sheet.  
*(Delete paragraph if bills of quantities not used)*

Signed ..... Date .....

Name (Block Capitals) .....

Position .....

Operating Company .....

.....

---

Confirmation by Performance Audit Group that the hold point referred to at paragraph 3.1.19 of Schedule 6 Part 1 to the 4<sup>th</sup> Generation Term Contract for the Management and Maintenance of the Scottish Trunk Road Network shall be released subject to any comments contained in the attached covering letter.

Documents reviewed by Performance Audit Group

**YES**

☐

**NO**

☐

**\* Tick as appropriate**

Signed ..... Date .....

Name (Block Capitals) .....

Position in Performance Audit Group.....

## APPENDIX TO DRAFT TENDER DOCUMENTS CERTIFICATE

**SCHEME TITLE .....**

**SCHEME NUMBER .....**

### Instructions for Tendering

The undernoted alterations/additions are proposed, compared with the latest standard version issued by the Scottish Ministers.

(List here only paragraph numbers with a note accompanying what has been added or deleted - do not list full wording.)

.....

.....

### Conditions of Contract

The undernoted alterations/additions are proposed compared with the current Model Contract Document issued by the Scottish Ministers.

(Note Special requirements shall be restricted to those listed in the Model Contract Document unless prior written consent has been obtained from the Director in respect of any proposed additions)

(List here only clause numbers with a note clarifying what has been added or deleted - do not list full wording.)

.....

.....

### Specification

The undernoted alterations/additions are proposed compared with the latest Manual of Contract Documents for Highway Works issued for the Scottish Ministers or with the paragraphs included in Schedule 6 Part 1 of the 4<sup>th</sup> Generation Term Contract for Management and Maintenance of the Scottish Trunk Road Network.

(List here only clause paragraph or appendix numbers.)

.....

.....

The undernoted scheme specific clauses or appendices have been included.

(List here only clause or appendix numbers but include all appendices which require to be prepared by the Contract Administrator(s))

.....

.....

### **Preamble and Method of Measurement**

The undernoted alterations/additions are proposed compared with the latest Manual of Contract Documents for Highway Works issued for the Scottish Ministers or Schedule 2 Part 1 to the 4<sup>th</sup> Generation Term Contract for the Management and Maintenance of the Scottish Trunk Road Network.

(List here only clause numbers with a note as to what has been added or deleted. List if alternative Method of Measurement (for example fixed lump sum) used with date authorised by Director)

.....  
.....

### **Further Tender Documents**

The following documents are submitted herewith.

- (a) Health and Safety Plan
- (b) Drawings numbered and titled as follows:

.....  
.....  
.....  
.....

- (c) Bill of Quantities and Milestone Schedule or other such document



This is Annex 6.1/C to Schedule 6 Part 1 referred to in the foregoing Agreement between Scottish Ministers and BEAR Scotland Limited.

## **SCOTTISH MINISTERS' REQUIREMENTS**

### **SCHEDULE 6 PART 1**

#### **PROCUREMENT AND MANAGEMENT OF SCHEMES**

#### **ANNEX 6.1/C – Contract Control Forms**



## **SCOTTISH MINISTERS' REQUIREMENTS**

### **SCHEDULE 6 PART 1**

#### **PROCUREMENT AND MANAGEMENT OF SCHEMES**

##### **ANNEX 6.1/C – Contract Control Forms**

This annex contains the following Forms:

- (i) CC1A,
- (ii) CCIA,
- (iii) CCII,
- (iv) CCII Appendix 1,
- (v) CCII Appendix 2,
- (vi) CCIII,
- (vii) CCIII Appendix 1,
- (viii) CCIII Appendix 2.

**TRANSPORT SCOTLAND**

**TRUNK ROAD AND NETWORK MANAGEMENT DIRECTORATE**

**OPERATING COMPANY:**

**CC1A**

**Monthly Statement Number** \_\_\_\_\_

Contractor \_\_\_\_\_

Scheme Identifier

\*(see note below)

Contractor  
code

SEAS code

Scheme Title: \_\_\_\_\_

Scheme Commencement Date: \_\_\_\_\_

Scheme Completion Date: \_\_\_\_\_

Tender Total

£

Contractor's statement submitted on \_\_\_\_\_

Due  
Date

Payment

Cumulative Total of payments to Contractor (excluding VAT)

£ \_\_\_\_\_

Less amount previously certified (excluding VAT)

£ \_\_\_\_\_

Amount this certificate (excluding VAT)

£

**Certificate**

We, the Operating Company appointed by the Scottish Ministers hereby certify that the sum of  
£.....(in words).....

is due to this Works Contractor in accordance with the terms of this Contract.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

(Block Capitals)

For the Operating Company

***VAT Guidance***

Amount of Works which are zero rated =

£  (1)

Amount of Works liable to VAT at 20% =

£  (2)

Total VAT =

£  (3)

**Total to be paid (1)+(2)+(3)=**

£

**For Transport Scotland Use Only**

**NMD: Payment Recommended**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

For the Director

Date: \_\_\_\_\_

**\*Where this Contract contains more than one Scheme ID number the following page shall also be completed.**



**TRANSPORT SCOTLAND**

**TRUNK ROAD AND NETWORK MANAGEMENT DIRECTORATE**

**OPERATING COMPANY**

**CC1A**

**Monthly Statement Number** \_\_\_\_\_

**Breakdown of Scheme where this Contract contains more than one Scheme Identification number**

<b>Scheme Identification Number</b>	<b>Amount of Works 0% VAT £</b>	<b>Amount of Works 20% VAT £</b>	<b>Total Works Value £</b>
	<b>(1)</b>	<b>(2)</b>	<b>(1) + (2)</b>

**TOTALS =**

<b>£</b>	<b>£</b>	<b>£</b>
----------	----------	----------

**TRANSPORT SCOTLAND**  
**TRUNK ROAD AND NETWORK MANAGEMENT DIRECTORATE**  
**FINANCIAL STATEMENT**

CCII No.....

as at.....20... (a)

SCHEME TITLE \_\_\_\_\_

**OPERATING COMPANY:**  
NO: \_\_\_\_\_

TENDER TOTAL £ \_\_\_\_\_ SCHEME

CONTRACT PERIOD\_\_\_\_\_ weeks

WORKS CONTRACTOR: \_\_\_\_\_

CONTRACT COMPLETION DATE: \_\_\_\_\_

ESTIMATED COMPLETION DATE: \_\_\_\_\_

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Bill No	Details of Works Section Heads from Bill of Quantities or Milestone Schedule	Estimated Cost as in Bill of Quantities etc (including allowance for Balancing Item)	Value of Work Excluding Nominated Sub-Contract	Progress to Date			Estimated		
				Value of Work (Nominated Sub-Contract)	Percentage Col (4+5) x100 Col (8)	Further liability	Final Cost	Savings (b)	Excess (b)
		£	£	£	£	£	£	£	£
<div>TOTAL</div> <div>Work carried out against Variation Orders for work not included in Contract (see App 1) and charged to the SE Contingency Provision of: £ _____ (Insert Estimated in (3) and fill in Cols (4) to (10) as appropriate.</div> <div>Adjustments (+ or -) due to Price Fluctuation Clause</div> <div>Financial Change Requests allowed (See App2)</div>									
		SUB TOTAL							
		DEDUCT CREDITS							
		TOTAL							
<div>Value of Material on Site (97%) (c)</div> <div>Value of Material Vested but not on site (97%) (c)</div> <div>SUB TOTAL</div> <div>DEDUCT: Value of retention money withheld</div> <div>Cumulative Total of Payments to Works contractor (Total of (4) and (5))</div> <div>NOTES</div> <div>(a) To be submitted each month for Schemes costing more than £500,000</div>					Estimated Net Saving/Excess				
					<u>CERTIFICATE</u>				
					I certify that the expenditure incurred relates to:				
					(i) Payment to this Contractor in accordance with the terms of the contract and				
					(ii) is for work which has been duly authorised or notified to The Scottish Executive				
			(b) Enter total savings and total excess in each section head		(c) Only to be included if shown on Appendix to Form to Tender Date: (Signed) Operating Company				

**TRANSPORT SCOTLAND**  
**TRUNK ROAD AND NETWORK MANAGEMENT DIRECTORATE**

**CC II No Appendix 1**

A. SUMMARY OF CHANGE ORDERS ISSUED AND

B. RETURN OF OTHER CHANGES (MEASUREMENTS) IN EXCESS OF - £2,000 DURING PERIOD COVERED BY CC II NO \_\_\_\_\_

SCHEME TITLE: \_\_\_\_\_

SCHEME NO: \_\_\_\_\_

VO No (1)	Description of changes with quantities and rates where appropriate (2)	Estimated Cost (3)	Source of Funds (4)	Authority (5)
1.	CHANGES FOR WORK NOT INCLUDED IN CONTRACT			
	Total increase from previous return			
	TOTAL INCREASE TO DATE (enter against work carried out against variation orders on CC II)			
2.	INCREASE IN WORK INCLUDED IN CONTRACT			
	Total increase from previous return			
	TOTAL INCREASE TO DATE (enter against section heads of bill of quantities / milestone schedules and the like on CC II)			
3.	DECREASES IN WORK INCLUDED IN CONTRACT			
	TOTAL DECREASE FROM PREVIOUS RETURN			
	TOTAL DECREASE TO DATE (entered against section heads of bill of quantities / milestone schedules and the like on CC II)			

Signed:

Date:

Operating Company

**STATEMENT OF POSITION REGARDING WORKS CONTRACTOR'S REQUEST  
FOR ADDITIONAL PAYMENT OR EXTENSION OF TIME**

SCHEME TITLE: \_\_\_\_\_

SCHEME IDENTIFICATION NUMBER: \_\_\_\_\_

Request No  (1)	Description and Works Contractor's views  (2)	Contract Clause  (3)	Amount £ or days (4)	Engineer's observations and decision  (5)	Amount Allowed £ or days (6)	Remarks  (7)

Total of financial requests  
allowed to Column 3  
of Form CCII      £ \_\_\_\_\_

Signed \_\_\_\_\_  
Operating Company

INSTRUCTIONS FOR COMPLETING FORM: see reverse

Date \_\_\_\_\_

**INSTRUCTIONS FOR THE CONTRACT ADMINISTRATOR(S) AS REFERRED TO IN  
ANNEX 6.1/D OF THIS PART COMPLETING FORM CCII Appendix 2**

- (1) Requests for additional payment or time shall be entered under two headings:
  - (a) requests notified by the Works Contractor and pending, and
  - (b) requests certified by the Engineer for payment, or extensions of time notified by the Engineer.
- (2) Under each heading give a summary of the current position of requests previously notified, giving details of individual requests only where some development has occurred since the previous report (eg contractor supplies valuation and Engineer certifies for payment).
- (3) Detail requests notified in period covered by return. If the Works Contractor has not valued financial request then the Engineer shall provide an order of magnitude assessment in column (4) marked "E/A" (estimated amount).

**TRANSPORT SCOTLAND**  
**TRUNK ROAD AND NETWORK MANAGEMENT DIRECTORATE**

**CC III**

SCHEME TITLE: \_\_\_\_\_

SCHEME IDENTIFICATION NUMBER: \_\_\_\_\_

**ENGINEERING STATEMENT**

(To be submitted Quarterly for Works Contract)

No. \_\_\_\_\_

1. Operating Company \_\_\_\_\_
2. Name of Works Contractor \_\_\_\_\_ Date work Commenced \_\_\_\_\_
3. Period of Contract \_\_\_\_\_ Months Completion Date \_\_\_\_\_
4. Contract time elapsed \_\_\_\_\_ Months
5. Labour Force (on Site) at date of statement
6. Weather Conditions since last Report
7. Overall Progress

Quarter ended \_\_\_\_\_

Signed \_\_\_\_\_  
Operating Company

Dated \_\_\_\_\_

**TRANSPORT SCOTLAND**  
**TRUNK ROAD AND NETWORK MANAGEMENT DIRECTORATE**

CC III No. \_\_\_\_ Appendix 1

**PROGRESS DETAILS**

**ROAD AND GENERAL WORKS**

Description (As in main headings of sections of bill of quantities or milestone schedule)	%Completed during quarter	%Completed to date	Remarks indicating if quantities or costs are likely to be exceeded by more than 10 per cent.
	Insert % of work (not cost)		
	(Based on Current estimate of final quantities or milestone)		
General Preliminaries			
Site Clearance			
Fencing			
Road Restraint Systems			
Drainage			
Earthworks			
Sub-Base and Road Base			
Flexible surfacing			
Footpaths, Paving and Kerbing			
Accommodation Works			
Other headings as relevant			

**Note:** the headings given above are examples and therefore indicative only

**TRANSPORT SCOTLAND**  
**TRUNK ROAD AND NETWORK MANAGEMENT DIRECTORATE**

CC III No. \_\_\_\_ Appendix 2

**PROGRESS DETAILS**

**BRIDGE WORKS**

Bridge No	Name and Description of Bridge	Stage Reached (Insert % of work (not cost) in appropriate column).				
		Excavation	Foundations	Super Structure	Decking	Complete



This is Annex 6.1/D to Schedule 6 Part 1 referred to in the foregoing Agreement between Scottish Ministers and BEAR Scotland Limited.

## **SCOTTISH MINISTERS' REQUIREMENTS**

### **SCHEDULE 6 PART 1**

#### **PROCUREMENT AND MANAGEMENT OF SCHEMES**

#### **ANNEX 6.1/D – Lane Rental Form**



## SCOTTISH MINISTERS' REQUIREMENTS

### SCHEDULE 6 PART 1

#### PROCUREMENT AND MANAGEMENT OF SCHEMES

##### Annex 6.1/D – Lane Rental Form

#### MONITORING FORM FOR LANE RENTAL SCHEMES

##### GENERAL SCHEME DETAILS – MAINTENANCE SCHEMES

<b>Region</b>	<input type="text"/>	<b>Route</b>	<input type="text"/>
<b>Scheme No.</b>	<input type="text"/>	<b>Contract Type*</b>	<input type="text"/>
<b>Works Type</b>	<input type="text"/>	<b>Title</b>	<input type="text"/>
<b>Contract Start Date</b>	<input type="text"/>	<b>Contractor</b>	<input type="text"/>

##### CONTRACT DURATION

Contract Period Allowed in Tender Documents	<input type="text"/> days
Contractor's Stated Contract Period	<input type="text"/> days
Actual Time Taken	<input type="text"/> days
Extension of Time Granted due to Weather	<input type="text"/> days
Extension of Time Granted due to Additional Work	<input type="text"/> days
Claims for Extension of Time Outstanding due to Weather	<input type="text"/> days
Claims for Extension of Time Outstanding due to Additional Work	<input type="text"/> days
Estimated Settlement of Claims Outstanding due to Weather	<input type="text"/> days
Estimated Settlement of Claims Outstanding due to Additional Work	<input type="text"/> days

##### CONTRACTS COSTS (excluding Operating Company design, supervision and procurement fee but including VAT on Works where appropriate)

Pre-Tender Estimate	<input type="text"/> £
Accepted Tender Price (adjusted price if lane rental)	<input type="text"/> £
Site Supervision Costs Up to Substantial Completion	<input type="text"/> £
Sum Paid to Contractor on Substantial Completion (including Bonus/Charge & claims)	<input type="text"/> £
Retention	<input type="text"/> £
Total Claims Granted	<input type="text"/> £
Total Claims Outstanding	<input type="text"/> £
Estimated Settlement of Total Claims Outstanding	<input type="text"/> £
Bonus B or Charge C	<input type="text"/> £
	Daily
B	<input type="text"/> £
	Total
or C	<input type="text"/> £

\* Conventional  
Own Time Limit  
Lane Rental