

This is Document “Schedule 6 Part 1” referred to in this Contract

SCOTTISH MINISTERS’ REQUIREMENTS

SCHEDULE 6 PART 1

DESIGN PROCUREMENT AND CERTIFICATION OF OPERATIONS AND WORKS

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SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 6 PART 1

DESIGN PROCUREMENT AND CERTIFICATION OF OPERATIONS AND WORKS

1 INTRODUCTION

1.1 Overall Requirements

1.1.1 Subject to the other provisions of this Contract and subject to the provisions of each Order the Operating Company shall either

- (i) execute Schemes as part of Site Operations or
- (ii) procure a Works Contractor for a Scheme by means of a competitive tendering procedure to undertake Works.

1.1.2 Where Schemes shall be executed by the Operating Company as Site Operations or Works either may require the Operating Company to execute a Design in accordance with the provisions of an Order.

Therefore for the purposes of this Contract there may be three categories of Design that may be the subject of an Order

- (i) Design for Schemes that shall be undertaken by the Operating Company as Site Operations
- (ii) Design for Works where the Works shall be undertaken by Works Contractors or
- (iii) Design for works and the like where the works and the like shall be undertaken by any other third party.

1.1.3 The Design procedure for the three classifications of Design referred to in paragraphs 1.1.2 of this Part 1 of this Schedule 6 shall be identical up to the stage at which

- (i) calculations shall have been completed
- (ii) working drawings prepared and
- (iii) all certification for the said Design shall have been completed and registered in the Central Office by the Operating Company.

Thereafter in the event that the Scheme shall be intended to be carried out under a Works Contract the Operating Company shall proceed to procure a Works Contract where the subject of an Order.

1.1.4 Design shall not include road safety audit.

Where road safety audits are required by Part 3 of this Schedule 6 road safety audits shall be carried out in accordance with Part 3 of this Schedule 6.

2 DESIGN PROCEDURE

2.1 Procedure

2.1.1 The Director shall issue Order(s) that shall require the Operating Company to execute a Design for any Scheme referred to in any such Order(s).

Subject to the requirements of this Contract an Order for the development of a Scheme shall be either for

- (i) Design and / or
- (ii) procurement of Works and the like

Where any Order for a Scheme shall be for or shall include for

- (iii) Design or
- (iv) procurement of Works

the requirements of this Part 1 of this Schedule 6 shall apply.

2.1.2 The Order issued as referred to in paragraph 2.1.1 of this Part 1 of this Schedule 6 shall include but not be limited to the identification of the following requirements

- (i) production of a Design
- (ii) confirmation that the outline brief drafted by the Operating Company as required by paragraph 2.4.2(vi) of Part 1 of Schedule 4 shall be acceptable to the Director or an amended brief shall be included
- (iii) programme requirements for the various parts of the procedure including but not limited to the latest date for commencement of the Design and
- (iv) in the case of a Works Contract
 - (a) latest date for the Operating Company to make a written recommendation pursuant to paragraph 4.2.11 (vii) of this Part 1 of this Schedule 6
 - (b) latest date for commencement of the Works
 - (c) latest date for completion of the Works
 - (d) subject to the other provisions of this Contract clarification in writing that the Operating Company shall act as the Engineer for the Scheme and
 - (e) subject to the other provisions of this Contract clarification in writing to the Operating Company that the Operating Company shall supervise the Works.

2.1.3 All necessary investigations and studies and the like as defined in DMRB and including but not limited to

- (i) feasibility studies and the like
- (ii) further investigations and the like
- (iii) ground investigations and the like
- (iv) route option proposals
- (v) road safety audits and
- (vi) all other preparation work necessary for completion of the Design

where the subject of an Order shall be executed or procured by the Operating Company together with all necessary input and supervision necessary from and by the Designer(s) and Checker(s) where appropriate.

2.1.4 Subject to the other provisions of this Contract each and every Design the subject of an Order shall comply with the DMRB and the Manual of Contract Documents for Highway Works.

In respect of each Design any changes from the DMRB and the Manual of Contract Documents for Highway Works shall require the express prior written consent from the Director before any such changes shall be incorporated into each Design.

Each and every Design shall be certified in accordance with the certification procedures specified in paragraphs 5.1.1 to 5.10.1 inclusive of this Part 1 of this Schedule 6.

2.1.5 Where a Design of any Scheme carried out by the Operating Company as

(i) Site Operations and/or

(ii) Works

referred to in this Part 1 of this Schedule 6 shall require acquisition/procurement of land the Operating Company shall prepare land plans and schedules in accordance with the advice contained in the Notes for Guidance on Land Acquisition for Motorways and Trunk Roads (Roads LA.21A) dated May 1983 and published by the Scottish Executive Development Department.

The Director assisted as necessary by the Operating Company shall carry out negotiations for acquisition/procurement of or entry to such land.

2.1.6 The Operating Company shall assess all Designs of Schemes to determine if an environmental impact assessments/environmental statement(s) shall be required under the Environmental Impact Assessment (Scotland) Regulations 1999 and notify in writing the Director if such an environmental impact assessments/environmental statement(s) shall be required.

A written record of any such assessment to determine if such an environmental impact assessments/environmental statements shall be required shall be held by the Operating Company at the Central Office for all Designs carried out by the Operating Company as Site Operations and/or Works prior to the completion of Design and/or certification.

Where the Design of any Scheme as referred to in this Part 1 of this Schedule 6 requires

(i) new road orders or

(ii) variations to existing road orders and/or

(iii) environmental impact assessments/environmental statements in accordance with the DMRB

the Operating Company shall

(iv) prepare the required

(a) road orders

(b) plans

(c) schedules and

(d) environmental impact assessments/environmental statements and

- (v) submit these to the Director as required by an Order.

The Director shall publish environmental impact assessments/environmental statements and/or make the said road orders in accordance with the procedures referred to in the Environmental Impact Assessment (Scotland) Regulations 1999 and the Roads (Scotland) Act 1984 assisted as necessary by the Operating Company.

- 2.1.7 Notwithstanding the requirements of the Manual of Contract Documents for Highway Works the Operating Company shall prepare the pre-tender health and safety plans to comply with the CDM Regulations as part of the Design.

3 SCHEMES EXECUTED BY THE OPERATING COMPANY AS SITE OPERATIONS

3.1 General

- 3.1.1 The Operating Company shall

- (i) establish
- (ii) document
- (iii) implement and
- (iv) continually improve

a system for the issue of Operations Instructions in respect of all Operations that shall be executed by the Operating Company in accordance with the requirements of Part 2 of Schedule 4.

Where a Scheme shall be executed by the Operating Company no Site Operations shall commence until the requirements of paragraph 4.2.7 of this Part 1 of this Schedule 6 shall have been met.

- 3.1.2 Within the Operating Company's Quality Plan as required in Part 1 of Schedule 5 the level of the Operating Company's supervision of Site Operations for any Scheme shall be identified and shall require to be consented to in writing by the Director.

- 3.1.3 The Operating Company shall ensure that suitably qualified and experienced representative(s) shall be available at all times at or within 1 hour of the Site when Site Operations shall be in progress and shall ensure that the Operating Company maintains records of all Site activities.

Notwithstanding any other provisions of this Contract where the Operating Company carries out Site Operations the Operating Company shall ensure that its supervisory staff carry out the relevant functions described in paragraph 4.1.9 of this Part 1 of this Schedule 6.

4 PROCUREMENT OF WORKS VIA WORKS CONTRACTS

4.1 General

- 4.1.1 Where the Operating Company shall be required to procure a Works Contractor the Works Contract shall either be a contract based generally on the

- (i) ICE Conditions of Contract (Fifth Edition – June 1973) (Reprinted January 1986) as amended by the Scottish Executive for use with a measure and value contract with a Scottish Ministers’ Design
- (ii) ICE Conditions of Contract (Fifth Edition – June 1973) (Reprinted January 1986) as amended by the Scottish Executive for use with a fixed price lump sum contract with a Scottish Ministers’ Design
- (iii) ICE Conditions of Contract (Fifth Edition – June 1973) (Reprinted January 1986) as amended by the Scottish Executive for use with a fixed price lump sum contract with a Works Contractor’s Design
- (iv) ICE Conditions of Contract (Fifth Edition – June 1973) (Reprinted January 1986) as amended by the Scottish Executive for use with a lane rental measure and value contract with a Scottish Ministers’ Design
- (v) ICE Conditions of Contract (Fifth Edition – June 1973) (Reprinted January 1986) as amended by the Scottish Executive for use with a measure and value contract with part Scottish Ministers’ Design and part Works Contractor’s Design.

All such forms of conditions of contract may

- (vi) have varying periods of maintenance and/or defects correction periods and the like of either one, two or five year periods with varying Works Contractor’s responsibilities during such periods of maintenance and/or defects correction periods and the like and

- (vii) incorporate a lane occupation charges procedure

either of such at the sole discretion of the Director.

4.1.2 In respect of tender documents and or contract documents for a Works Contract referred to in this Part 1 of this Schedule 6 the Operating Company shall use

- (i) the version of the Manual of Contract Documents for Highway Works current at the time of preparation
- (ii) the Scottish Executive standard SD 5 contained in the Manual of Contract Documents for Highway Works Volume 0 Section 1 that shall be current at the time of preparation
- (iii) current or modified versions of the relevant documents referred to in paragraph 4.1.1 of this Part 1 of this Schedule 6 and/or
- (iv) other instructions as issued as part of an Order.

4.1.3 Prior to the issuing of invitation to tender documents to tenderers the Operating Company shall submit one hard copy and/or one Electronic Copy of same to the Performance Audit Group for

- (i) review by the Performance Audit Group
- (ii) consent by the Performance Audit Group and
- (iii) counter certification by the Performance Audit Group.

The Operating Company shall modify any such invitation to tender documents as directed by the Performance Audit Group.

4.1.4 Any departure from the Manual of Contract Documents for Highway Works or the Scottish Executive standard procurement documentation shall only be permitted with the express prior written consent by the Director.

Notwithstanding any other provision of this Contract this shall not be a responsibility that the Director can delegate or authorise to any other person.

Notwithstanding any other provision of this Contract a standardised form of contract consented to by the Director as referred to in paragraph 4.1.1 of this Part 1 of this Schedule 6 including but not limited to

- (i) Measure and Value with Scottish Ministers' Design
- (ii) Fixed Price Lump Sum with Scottish Ministers' Design
- (iii) Fixed Price Lump Sum with Works Contractor's Design
- (iv) Measure and Value with Lane Rental and Scottish Ministers' Design and
- (v) Measure and Value with part Scottish Ministers' Design and part Works Contractor's Design

may be used by the Operating Company.

All Works Contracts with an estimated Scheme value of more than £2 million shall be procured through a Works Contract with fixed price lump sum as referred to in this paragraph 4.1.4 (ii) or (iii) of this Part 1 of this Schedule 6.

4.1.5 A self certification and check/counter signature process shall be used by the Operating Company to ensure that the tender documents for Works Contracts comply with

- (i) the Manual of Contract Documents for Highway Works as amended by the Scottish Executive or the DMRB
- (ii) any other standard Scottish Executive procurement documentation as referred to elsewhere in this Contract or
- (iii) any other form of conditions of contract to which the Scottish Ministers shall have given prior written consent including amendments to any such standard Scottish Executive procurement documentation.

The Operating Company shall complete a model checklist referred to at Annex 6.1/E of this Part 1 of this Schedule 6 and submit it to the Performance Audit Group in respect of the procedure specified in paragraph 4.1.3 of this Part 1 of this Schedule 6 for all tender and contract documents referred to in this Part 1 of this Schedule 6.

Such certification process shall include but not limited to

- (iv) certification by the Operating Company that the tender documentation shall have been based on
 - (a) the Manual of Contract Documents for Highway Works as amended by the Scottish Executive or the DMRB
 - (b) any other standard procurement documentation as referred to elsewhere in this Contract
 - (c) any forms of conditions of contract

(d) including amendments to any such standard Scottish Ministers' documentation to which the Scottish Ministers shall have given prior written consent and

(v) counter signature by the Performance Audit Group that the requirements of such certification shall have been met.

4.1.6 Certification by the Performance Audit Group shall represent a hold point in the Quality Plan.

The Certificate shall be as shown in Annex 6.1/C to this Part 1 of this Schedule 6.

Certification shall take place prior to the invitation to tender for any such Works Contract. At this stage all the relevant documents including but not limited to

- (i) the instructions for tendering and the like
- (ii) tender documents and drawings and the like and
- (iii) the Design

shall have been completed by the Operating Company.

4.1.7 Where the subject of an Order the Operating Company shall act as the Engineer for Works Contracts.

4.1.8 Prior to the issue of any invitation to tender documents in relation to any such Works Contract procurement competition the Operating Company shall submit to the Director in writing its proposed nomination for the role of the Engineer for the written consent of the Director together with relevant details of any such nominees experience/qualifications particulars to carry out such function.

Any such nominee shall require to be available to fulfil the various obligations of the Engineer as contained within the Works Contract conditions of contract and the like.

Such consented to nominated person shall be named as the Engineer in the Works Contract conditions of contract.

Any such person so consented to shall be deemed to be acting on behalf of the Operating Company in respect of all obligations of the Engineer as contained in the Works Contract.

4.1.9 The obligations of the Engineer under any of the forms of Works Contract as referred to in paragraphs 4.1.1 to 4.1.4 inclusive of this Part 1 of this Schedule 6 shall include but not be limited to

- (i) supervision of the Works including but not limited to
 - (a) supervising the Works Contractor's due diligence and Site safety
 - (b) ensuring compliance with the requirements of the Works Contract documents and
 - (c) record keeping in accordance with paragraph 5.11.1 to 5.11.6 inclusive of this Part 1 of this Schedule 6
- (ii) preparation for and facilitation of partnering workshops when required by the Director

- (iii) liaison and consultation with relevant interested parties including but not limited to liaison with all relevant authorities Police landowners and other third parties as shall be required and necessary
- (iv) certification to the Director of the payments due to the Works Contractor
- (v) issuing of variations
- (vi) attendance at Works Contract progress meetings
- (vii) granting access to the Works Contractor to the Site
- (viii) granting extensions of time for completion of the Works
- (ix) issuing Certificate(s) of Completion and the like
- (x) issuing Maintenance Certificates and the like
- (xi) giving Engineer's final decisions as shall be required by the Engineer under any such Works Contracts
- (xii) certification of the Works Contractor's final account
- (xiii) dealing with and administering third party claims in accordance with the provisions of this Contract
- (xiv) general administration and management of any such Works Contracts including but not limited to management of the Site establishment and
- (xv) carrying out any other duties in respect of the role of the Engineer expressly stated or inferred from any such Works Contract.

4.1.10 For such Works Contracts the Engineer shall not be entitled to authorise any person to act on his behalf at progress meetings except in exceptional circumstances that have the prior written consent of the Director.

For such Works Contracts the Engineer shall not be entitled to authorise any person to act on his behalf for matters referred to in paragraphs 4.1.9 (vii) to (x) inclusive of this Part 1 of this Schedule 6.

4.1.11 As part of the tender report for every Works Contract the Operating Company shall submit to the Director for written consent details of the individuals and level of the Operating Company's supervision of the Works Contract.

Such report shall include but not be limited to

- (i) details of other Schemes for which the nominated representative shall be responsible and
- (ii) shall assist in the avoidance of circumstances where one individual shall supervise more than one Scheme during critical Works activities (including but not limited to traffic management installation and pavement surfacing).

4.2 Tendering Procedure

4.2.1 The requirements of this paragraph 4.2.1 to 4.2.16 of this Part 1 of Schedule 6 have been specified in accordance with European Commission public procurement directives and United Kingdom legislation current at time of tender issue of this 3rd Generation Term Contract for the Maintenance and Management of the Scottish Trunk Road Network.

The European Commission public procurement directives may be amended or replaced during the Contract Period and the Operating Company shall amend its procedures to conform to the new directives subject to prior written consent of the Director and implement the consented to procedures in full.

The directives that may be affected include but shall not be limited to council directive 93/37/EEC of June 1993 concerning the coordination of procedures on the award of public works contracts.

4.2.2 The procedure for the selection of tenderers for any Scheme that shall be procured under a Works Contract competition shall be advertised by the Operating Company as follows

- (i) for all Works Contracts with an estimated Total Order Value of Scheme of £1.5 million to £5 million sterling the Operating Company shall advertise in the Official Journal of the European Communities
- (ii) for all Works Contracts with an estimated Total Order Value of Scheme of less than £1.5 million sterling the Operating Company shall prepare and submit annually to the Director for his consent an advertisement seeking tenderers to be placed on an annual standing list of contractors for various classes of work.

This shall be divided into financial bands of

- (a) more than £250,000 but not more than £750,000 and
- (b) more than £750,000 but not more than £1.5 million
- (iii) notwithstanding the requirements of paragraphs 4.2.2 (i) and (ii) of this Part 1 of this Schedule 6 the Operating Company shall advertise all proposed Works Contracts in the Government Opportunities Publication and the Contracts Weekly published by Business Information Publications Ltd and
- (iv) on written consent from the Director the Operating Company shall procure the advertisement by placing such in publications consented to in writing by the Director.

For the purposes of this paragraph 4.2.2 and paragraph 4.2.5 of this Part 1 of Schedule 6 the Total Order Value of Scheme to date shall include

- (v) all studies
- (vi) investigations
- (vii) design
- (viii) procurement and
- (ix) supervision

costs in relation to any such Scheme.

4.2.3 The Scottish Ministers shall provide to the Operating Company an approved list of Tenderers for the various financial bands of Works Contracts selected from the candidates to the various advertisements placed by the Operating Company by the other provisions of paragraph 4.2.2 of this Part 1 of this Schedule 6.

4.2.4 For proposed Works Contracts within the financial limits set out in paragraphs 4.2.2 (i) of this Part 1 of this Schedule 6 the Operating Company shall prepare a proposed list of tenderers and shall submit this to the Director for written consent.

Notwithstanding any other provision of this Contract consent by the Director to the tender list shall represent a hold point in the Operating Company's Quality Plan that shall be released by the issue of an Order to the Operating Company to issue the invitation to tender documents.

- 4.2.5 For tenders within the financial limits of more than £250,000 but not more than £1.5 million as referred to in paragraph 4.2.2 (ii) of this Part 1 of this Schedule 6 the Operating Company shall prepare a proposed list of tenderers from the annual standing list and shall submit this to the Director for written consent.

The proposed list of tenderers prepared by the Operating Company shall include a minimum of three tenderers for each procurement competition and a maximum of

- (i) four for design and build contracts or
- (ii) six for all other forms of contract

unless otherwise agreed in writing by the Director prior to invitation to tender.

The proposed list of tenderers shall be prepared by the Operating Company using a procedure as part of the Operating Company's Quality Plan consented to in writing by the Director.

- 4.2.6 Prior to finalising such a tender list the Operating Company shall obtain confirmation in writing from each proposed tenderer that they shall be prepared to tender for the Works Contract and shall be in a position to submit a competitive tender.

This procurement procedure shall take account of the competitiveness of prospective tenderers and the availability of prospective tenderers and shall have an auditable system for rotation of prospective tenderers from the standing list.

- 4.2.7 Where any Scheme that shall be intended to be procured under a Works Contract shall require either

- (i) the acquisition/procurement of land
- (ii) the completion of road orders
- (iii) environmental impact assessment or environmental statement

tenderers shall not be invited to tender for such Scheme under a Works Contract until the Director shall have issued written confirmation to the Operating Company that

- (iv) negotiations for entry to all the land required for the Works by the planned date for commencement of such Works shall have been completed and
 - (a) that all necessary new or modified road orders for any such Scheme and/or
 - (b) an environmental impact assessment or
 - (c) environmental statement

shall not be open to any statutory or legal challenge by any third party.

- 4.2.8 Notwithstanding any other provision of this Contract consent by the Director to such matters referred to in paragraph 4.2.7 of this Part 1 of this Schedule 6 shall represent a hold point in the Operating Company's Quality Plan that shall be released by such a written confirmation to the Operating Company by the Director.

4.2.9 All

- (i) tenders for Works Contracts shall be returned to
For the Attention of Mr Bert Tasker
Scottish Executive Enterprise
Transport and Lifelong Learning Department
Transportation Group
Design and Construction Division
Contracts Branch
Area 2-E, Victoria Quay
Edinburgh EH6 6QQ
- (ii) tenders submitted shall require to reach the Director at the above location before the due date and due time and in the correct envelopes or the like that shall be stated in the instructions for tendering and the like and
- (iii) tenders submitted after the due date and time referred to in the instructions for tendering and the like for latest date for receipt of tenders shall not be opened.

The Operating Company shall immediately arrange for collection of the said tender documents from the Director and store in secure location at the Central Office when not in use by the Operating Company.

4.2.10 The Operating Company shall notify in writing the addressee given at paragraph 4.2.9 of this Part 1 of this Schedule 6 of tender documents due to be submitted at least 14 days prior to such documents being due.

The notification shall include sufficient details of the Works Contract being tendered and a contact point in the Operating Company for dealing with the documents.

4.2.11 Notwithstanding any other provisions of this Contract the Operating Company as part of the Quality Plan shall during the Mobilisation Period provide to the Director for written consent a procedure for dealing with tenders that shall cover all aspects of the procurement and award procedure for a Works Contract including but not limited to the following

- (i) production of all tender documents and the instructions for tendering including hard copy and/or an Electronic Copy to be issued to all tenderers
- (ii) selection of tenderers including but not limited to rotation of tenderers with reference to paragraphs 4.2.4 and 4.2.6 of this Part 1 of this Schedule 6 and recommendations to the Director
- (iii) probity of tendering process particularly where Operating Company intends to be or shall be involved as a tenderer
- (iv) invitation to tender and the issue of tender documents
- (v) collection of tender documents from the Director
- (vi) assessment of tenders
- (vii) production of tender reports in the format set out at Annex 6.1/A to this Part 1 of this Schedule 6 and draft tender acceptance letters and thereafter issue to the Director for action with simultaneous copy issued to the Performance Audit Group and

(viii) notification of tender competition result to unsuccessful tenderers.

4.2.12 For procurement of a Works Contract the Operating Company shall operate the procedures that have been consented to in writing by the Director including but not limited to the procedures as referred in paragraph 4.2.1 and 4.2.11 of this Part 1 of this Schedule 6.

The Operating Company shall ensure that all communications between itself and tenderers or applicants/candidates to be tenderers shall be recorded in written correspondence between itself and the tenderers and applicants/candidates to be tenderers.

4.2.13 The Operating Company shall within the First Annual Period prepare and submit to the Director proposals for an electronic tendering system for all Works Contracts.

The Director reserves the right to consent or not consent to such a system.

Any such proposals shall include but not be limited to

- (i) the Operating Company's software system and the extent the system shall be used
 - (ii) details of security levels and access control (in accordance with e-Government Strategy Framework Policy and Guidelines documents)
 - (iii) procedures to maintain financial probity and the security of commercial in confidence information
 - (iv) procedures for dealing with tender queries and variations
 - (v) method of issuing and receiving tender documents where documents shall be received by the Director
 - (vi) method of date stamping and providing an audit trail of all information transactions on the system and
 - (vii)
 - (a) back up
 - (b) continuity and
 - (c) training
- to tenderers the Director the Performance Audit Group and the Operating Companies own staff as required.

4.2.14 The Operating Company shall not procure any Works Contract by a single tenderer competition without the prior written consent in writing of the Director.

Notwithstanding any other provision of this Contract this shall not be a responsibility that the Director can delegate or authorise to any other person.

4.2.15 Each Works Contract procurement competition shall require the Operating Company to include but not be limited to the

- (i) preparation for consent by the Director of an appropriate advertisement inviting applicants/candidates to apply to be on the tender list
- (ii) preparation of procedure for selection of tenderers and

- (iii) selection of tenderers and submission of written recommendation to the Director for written consent

In connection with the CDM Regulations when selecting prospective tenderers (prospective Works Contractor) the Operating Company shall ensure that it shall be satisfied that the organisations chosen for the Works Contract tender competition have the requisite competence to carry out the Works and the role as principal contractor

- (iv) preparation and issue to selected tenderers of an invitation to tender letter
- (v) preparation and issue to tenderers of “Instructions for Tendering” document including specifying rules of the competition
- (vi) preparation and issue to tenderers of “Form(s) of Tender” including but not limited to appendices to same
- (vii) issue to tenderers of the specification for the Works including appendices and design drawings
- (viii) preparation and issue to tenderers of “Conditions of Contract”
- (ix) issue as relevant to tenderers of “bill of quantities and/or milestones schedules” and the like
- (x) preparation and issue to tenderers of tender query responses and the like
- (xi) review any alternative tender proposals and make written recommendations to the Director and subsequent written clarifications on same to the applicable tenderers
- (xii) assessment of tenders and seeking of any necessary clarifications from the tenderers (attended by the Director at his discretion) and make written recommendation to the Director and copied to the Performance Audit Group on the preferred tenderer inclusive of tender assessment report as Annex 6.1/A to this Part 1 of Schedule 6 and justification for such recommendation and
- (xiii) undertaking of all other activities that shall be required to be executed by the Operating Company but not specifically identified to allow the Operating Company to execute and complete the activities referred to in paragraph 4.2.15 (i) to (xii) inclusive of this Part 1 of this Schedule 6.

4.2.16 Notwithstanding any other provision of this Contract no tender documents including any Works Contract shall include any contingency sum other than a provisional sum that has been previously expressly consented to in writing by the Director. Notwithstanding any other provision of this Contract this shall not be a responsibility that the Director can delegate or authorise to any other person.

4.3 Contract Procedure

4.3.1 Each Works Contract shall be created by the issue of a Scottish Ministers' letter of acceptance of the tender and the unequivocal written confirmation by the tenderer that it accepts all the terms of the letter of acceptance.

Such acceptance letter shall clarify the contract documents and where appropriate any clarifications of the tender submission.

Within one working day of receipt of the winning tenderer's written confirmation of the acceptance the Operating Company shall notify in writing the winning tenderer of the date of commencement of the Works as referred to in

- (i) ICE Conditions of Contract (Fifth Edition – June 1973) (Reprinted January 1986) as amended by the Scottish Executive for use with a measure and value contract Clause 41 or
- (ii) Equivalent Clause under any other form of contract.

Once the successful tenderer has acknowledged receipt and accepted unequivocally the terms of the letter of acceptance the unsuccessful tenderers shall be notified in writing by the Operating Company of the result of the tender competition.

4.3.2 In the following parts of this Part 1 of this Schedule 6 the Employer shall mean the Scottish Ministers.

4.3.3 The Operating Company shall produce the contract documents including but not be limited to

- (i) tender documents as submitted
- (ii) all correspondence relating to corrections amendments and the like to the tender documents and
- (iii) the acceptance letter to the successful tenderer (for signature and issue to the successful tenderer by the Employer for the tenderer's subsequent unequivocal written confirmation thereof).

4.3.4 The Operating Company (the Engineer) shall simultaneously distribute prior to commencement of the Works bound copies and/or Electronic Copies of the Works Contract documents including but not limited to letters of acceptance detailed in paragraph of 4.3.3 (iii) of this Part 1 of this Schedule 6 as follows

- (i) two paper copies and if requested an Electronic Copy to the Works Contractor
- (ii) the original to the Performance Audit Group
- (iii) one Electronic Copy when requested in writing by the Performance Audit Group
- (iv) one Electronic Copy when requested in writing by the Director
- (v) paper and Electronic Copies as shall be required for the use of the Engineer and
- (vi) one paper and one Electronic Copy to the Central Office where they shall be retained.

4.4 Financial Control and Monitoring of Works Contracts

4.4.1 Subject to the other provisions of this Contract the Director shall each month be kept fully informed by the Engineer in writing both of the physical progress of each Works Contract and of the level of current and prospective expenditure.

4.4.2 The Engineer shall notify within 7 days of identification to the Director in writing of

- (i) developments in a Works Contract that shall lead to or may lead to increases or decreases in cost/value as soon as they become apparent to the Engineer and
- (ii) expected changes or likely expected changes in the bills of quantities milestone schedules and the like allowed for in the Works Contract that may materially affect the final cost/value of the Works Contract.

4.4.3 Subject to the other provisions of the Works Contract the Engineer shall have authority to issue variations in

- (i) the specification for the Works
- (ii) quantities or
- (iii) cost/value

that shall involve additional expenditure without prior reference to the Director in the following circumstances

- (iv) in an Emergency when the safety of life or the Works shall be threatened by imminent danger or
- (v) provided that the total value of all variations consented to and proposed shall not exceed 5 percent of the tender value or that the variation does not exceed £20,000 (whichever shall be the lesser amount).

The Engineer shall report all such variations immediately to the Director in writing.

4.4.4 For all Works Contracts a standard method of written reporting to the Director shall be used by the Engineer as the minimum for the purposes of keeping a continuous record of

- (i) progress
- (ii) expenditure and
- (iii) forecasts of the probable final costs.

Further details of reporting methods shall be as specified in paragraph 4.4.7 of this Part 1 of this Schedule 6.

4.4.5 The Engineer shall be responsible for ensuring that the Works shall be carried out in accordance with the provisions of the Works Contract and certified for payment in accordance with the provisions of the Works Contract.

4.4.6 Any proposals for a change in addition to or omission from the Works after the award of a Works Contract that does not fall within the delegated powers described in paragraphs 4.1.9 and 4.4.3 of this Part 1 of this Schedule 6 shall be referred to the Director for prior written consent prior to any Works being varied by the Engineer.

4.4.7 Standard forms CC1A CCII and CCIII shall be as shown at Annex 6.1/B of this Part 1 of this Schedule 6.

Form CCIA shall be submitted to the Director with each payment request or monthly whichever shall be less for all Works Contracts regardless of value.

Additionally forms CCII and CCIII shall be submitted to the Director for each Scheme that shall be valued at more than £500,000.

Brief details of the forms shall be as follows

- (i) CCIA Monthly Statement
- (ii) Payment certificate for the Works Contractor
- (iii) CCII Financial Statement. This form provides
 - (a) a cumulative total of the value of Works less any credits and the like for which there shall be liability for payment
 - (b) an estimate of the final cost of the Works Contract together with information on variation orders Works Contractor's claims and any financial trends and
- (iv) CCIII Engineering Report

This form shall be submitted quarterly for each Scheme with a Site Works and the like duration of 26 weeks or more whatever the value and shall contain a report on the extent of the physical progress of the Works and identifies but not be limited to the following

 - (a) weather conditions that have affected progress of the Works and
 - (b) any occurrence which may affect completion by the Works Contract Date for the Completion of the whole of the Works.

4.4.8 The Operating Company shall also prepare and submit to the Director and the Performance Audit Group within 30 days of issuing the Certificate of Completion of a Works Contract involving lane rental conditions the lane rental monitoring form as described and required of DMRB Volume 5 Section 1 Part 4 standard SH 4.

4.5 Variations

4.5.1 Subject to the other provisions of the Works Contract before the issue of an instruction to vary the Works the Engineer shall timeously consider and value the direct and consequential effects of the various options from a financial engineering or time aspect.

Realistic estimates shall be prepared by the Engineer to ensure that the best value option can be selected.

4.5.2 Where the safety of life or the Works shall be threatened by imminent danger the Engineer shall issue forthwith the necessary instructions to the Works Contractor to carry out work essential for the purposes of securing the safety of life and/or the safety of the Works.

Where such Works shall be the subject of such an instruction by the Engineer a written report shall be produced by the Engineer and issued forthwith to the Director.

Such report shall state the circumstances that shall have given rise to the Works and the engineering financial and time consequences on the Works Contract caused by the Works.

4.5.3 All instructions to the Works Contractor shall be clear and legible and issued on a standard proforma.

4.5.4 Where the procedure referred to in paragraph 4.5.2 of this Part 1 of this Schedule 6 requires the Works Contractor to proceed with such Works without a variation

order a Site instruction shall be issued by the Engineer in manuscript followed up within three Working Days with a variation order.

Where required in a Works Contract Site instructions other than those requesting compliance with contractual obligations or requesting the execution of remedial Works shall constitute variations to the Works and shall be confirmed by a written variation order within 5 Working Days.

Exceptionally Site instructions with a financial value of less than £1,000 shall be collected together each month in batches related to a common activity for confirmation by a variation order but each Site instruction shall be clearly identifiable upon such variation order form.

The Engineer shall confirm Site instructions that shall require the Works Contractor to properly perform its obligations under the Works Contract by letter within 5 Working Days of the issue of the Site instruction.

- 4.5.5 Variation order descriptions shall be sufficiently detailed to ensure precise identification of the location and extent of the Works that shall be required and/or the changes to the Works Contract that shall be required.

Where applicable they shall be itemised as in the

- (i) bill of quantities or
- (ii) milestone schedules and the like

in each case the method(s) of valuation shall be specified on the variation order.

Variation orders that confirm Site instructions shall also include a complete description of location and extent of work and identify the Site instruction reference to which such work shall apply and be in the format as specified in Annex 6.1/D of this Part 1 of this Schedule 6.

All copies of variation orders other than those issued to the Works Contractor shall show

- (iii) the estimated cost of the variation or
- (iv) the actual cost of the variation.

- 4.5.6 Some examples of matters that may require the issue of variation orders subject to each particular form of contract used for the Works Contract shall include but shall not be limited to the following

- (i) issuing of drawings or other details that shall modify the Works
- (ii) additions to and omissions from the Works
- (iii) changes in the specified sequence method or timing of construction maintenance or such other like Works
- (iv) instructing Works against provisional sums
- (v) instructing Works against prime cost items
- (vi) measures that shall be required in connection with adverse physical conditions and obstructions
- (vii) changes in the specification for the Works and
- (viii) changes in dimensions or locations of the Works.

- 4.5.7 The Engineer shall keep the assessment of Works executed under variation orders under continual review.

Where the estimate of value changes for any Works Contract then the Engineer shall provide such information in writing to the Director on the reporting forms CCIA CCII and CCIII as relevant as referred to in paragraph 4.4.7 of this Part 1 of this Schedule 6.

- 4.5.8 The Engineer and the Operating Company shall wherever possible in advance of the Works which are the subject of a variation being carried out by the Works Contractor

(i) ascertain or

(ii) determine

rates and prices in writing.

Where possible and subject to each particular form of contract used for the Works Contract a bill of quantities and the like covering each variation shall be prepared and priced by the Works Contractor and fixed in writing by the Engineer.

- 4.5.9 Exceptionally where it is impossible for the Engineer to fix rates or prices in advance, they shall be fixed as soon as possible and in any event not later than 3 months after such varied Works have been instructed by the Engineer.

Where rates or prices have not been fixed within such period they shall be determined by the Engineer in accordance with the Works Contract even if in isolated cases they may later require to be revised.

4.6 Interim Valuations and Final Measurement for Works Contracts

- 4.6.1 Works Contractors' monthly statements and all other communication by the Operating Company from the Works Contractor shall be date-stamped when received by the Engineer or his nominated representative.

As payment under a Works Contract for the Contractor shall be made within 28 days of the receipt by the Engineer of the Works Contractor's monthly statement it shall be forwarded together with the Engineer's Certificate of Payment (CCIA) and the CCII and CCIII forms where appropriate to be received by the Director not later than 14 days before the said due contractual payment date.

Simultaneously the Engineer shall issue to the Performance Audit Group a copy of each Works Contractor's monthly statement and of the reporting forms.

- 4.6.2 Measurement of Works by the Engineer shall proceed as a continuous activity where possible with the Works Contractor's agreement to ensure that applications for interim payments (monthly statements) can be readily validated and the Works Contractor's final account settled in accordance with the provisions of the Works Contract.

- 4.6.3 Where the amount certified for a monthly statement varies from the monthly statement value submitted by the Works Contractor the Engineer shall prepare and issue to the Works Contractor with a copy to the Director and the Performance Audit Group an Appendix to the CC1A form detailing amounts not paid but claimed by the Works Contractor.

This shall include reasoning why such amounts shall not to be paid by the Employer.

The Operating Company shall ensure such Appendix shall be referred to as a withholding certificate as defined under the Housing Grants, Construction and Regeneration Act 1996.

4.7 As-built Records

4.7.1 The Engineer shall prepare

- (i) as-built drawings and the like
- (ii) maintenance schedules and the like and
- (iii) construction and maintenance reports and the like

for all Works Contracts and shall include them with the other records that shall be held in respect of each Works Contract in the Central Office.

Such records shall comply with any relevant DMRB standards and the CDM Regulations in terms of the Health and Safety File and as such shall be compiled progressively during the execution of the Works.

A full set of such as-built drawings and maintenance schedules shall be available within the Central office prior to the issuing of the Works Contract Certificate of Completion and the like and such records shall be updated by the Engineer thereafter for any such Works Contract whenever a change to the Works shall be required.

4.7.2 The Operating Company shall produce as-built records for Structures in accordance with the provisions of the DMRB – BD62.

The Operating Company shall provide 2 copies of such as-built records for Structures one for retention and maintenance within the Central Office and one for issue to the Director 14 days prior to the of issue of the Certificate of Completion for the Works Contract.

Where any Works are undertaken following the issue of the Certificate of Completion for the Works Contract the Operating Company shall amend all copies of the as-built records accordingly and submit one copy to the Director in writing 14 days prior to the issue of the Maintenance Certificate and the like for the Works Contract.

4.8 Works Contractors' Claims

4.8.1 When circumstances arise which may give rise to Works Contractors' claims for additional monies or extension of time detailed diary records of facts shall be kept by the Engineer to assist in any discussions and/or assessment and/or determination by the Engineer that may eventually take place.

4.8.2 The Engineer shall resolve such claims as soon as shall be practicable and in any case no later than the latest time required by the Engineer under the provisions of each Works Contract.

4.8.3 When the contractual entitlement to the Works Contractor shall be clear and the Engineer under the Works Contract has so determined and certified such for payment no other authority shall be required before payment shall be effected subject to the requirements of paragraph 4.6 of this Part 1 of this Schedule 6.

The Engineer shall have responsibility to ensure that any application to increase the financial commitment required to cover any such payment shall be provided to

the Director in sufficient time for the additional funds to be available when the payment shall become due and that such commitment shall be kept under continual review.

4.8.4 In the event that the Works Contractor shall have notified its intention to refer a dispute in respect of the dispute resolution procedures contained in a Works Contract the Engineer shall provide all such recommendations and requests for advice on such claims forthwith to the Director accompanied by but not limited to the following documentation

- (i) a copy of the Works Contractor's claim
- (ii) copies of all documents and correspondence that may be relevant to proper consideration of any such claim particularly that existing at the time of the events that shall be the subject of the claim
- (iii) a full explanation relating to the issues involved in any such claim together with where relevant failure or default of the Works Contractor in respect of its obligations under the Works Contract
- (iv) date of substantial completion and completion (date of Defects Correction Certificate or as appropriate for the form of contract used) of the Works
- (v) details of any extensions of time granted by the Engineer together with detailed explanations
- (vi) copies of all variation orders
- (vii) the Works Contractor's Site records if available and the Engineer's Site diaries
- (viii) photographs
- (ix) the reasons for late completion of the Works if applicable
- (x) where the delay if any shall be attributable to the Works Contractor a report and recommendation on whether liquidated damages shall be applicable
- (xi) where the delay if any shall be applicable to the Works Contractor a report on the application of lane rental bonus or lane occupation charges
- (xii) the total amount payable under the terms of the Works Contract or an estimate if the final figure shall not be known
- (xiii) a detailed report on the facts of each particular claim from the Works Contractor
- (xiv) detailed and reasoned recommendations by the Engineer and an assessment of each item of claim from the Works Contractor and
- (xv) Any other information or advice at any time required by the Director in respect of any such claim.

4.8.5 Additionally on the written request of the Director at any time the Engineer shall provide forthwith written explanations advice and recommendations to the Director in respect of any issues whatsoever arising from any such Works Contract.

The level of detail that shall provided shall be at least similar but not limited to the detail referred to in paragraph 4.8.4 (i) to (xv) inclusive of this Part 1 of this Schedule 6.

5 CERTIFICATION PROCEDURES

5.1 General

5.1.1 Where the Operating Company shall execute a Design the Operating Company shall provide certification to cover such Design or Design Element(s) notwithstanding that such

- (i) Scheme(s) shall be subsequently executed by the Operating Company or
- (ii) Works shall be executed by a Works Contractor or
- (iii) works and the like shall be executed by other third parties.

Compliance with the certification procedures contained in this Part 1 of this Schedule 6 shall not relieve the Operating Company from its other obligations under the other provisions of this Contract.

5.1.2 The certification procedures described in this Part 1 of this Schedule 6 cover Operations that constitute Design whether the Scheme is part of the

- (i) Site Operations carried out by the Operating Company
- (ii) Works carried out by a Works Contractor or
- (iii) works and the like shall be executed by any other third parties

with any activity that relates to specifying Operations and the manner that they shall be executed.

5.1.3 Subject to the other provisions of this Contract a Design shall include but not be limited to the following

- (i) preparation of drawings and specifications for a Scheme carried out as Site Operations and/or Works and the like
- (ii) engineering calculations for a Scheme carried out as Site Operations and/or Works and the like
- (iii) reasons for choice of materials (including replacing with the same or similar materials)
- (iv) reasons for choice of equipment
- (v) reasons for specifying particular standards
- (vi) reasons for extent or scope of a Scheme carried out as Site Operations and/or Works and the like and
- (vii) other requirements necessary to be included in the Design to enable the execution and completion of a Scheme carried out as Site Operations and/or Works and the like.

5.1.4 The technical approval of Structures shall be in accordance with BD 2 Part 1 and BA 32 Part 1 of the DMRB together with any other relevant Scottish addenda.

Prior to the Operating Company commencing a Design for

- (i) Structures (including temporary Structures) or

- (ii) the strengthening structural repair or
- (iii) partial renewal of existing Structures

a Design proposal shall be submitted to the Director at the preliminary Design stage on Form TA1.

A copy of such Form TA1 shall be as contained in Annex 6.1/D of this Part 1 of this Schedule 6.

No further Operations in respect of any such Design shall be executed until the Director shall return such form to the Operating Company granting approval including identifying any amendments that shall be required or conditions that shall be placed in connection with such approval.

- 5.1.5 The required Certificates and notices shall be as given in Annex 6.1/D of this Part 1 of this Schedule 6.

The Scottish Ministers shall not accept modifications or qualifications to any such Certificates and notices other than those consented to in advance in writing by the Director.

Notwithstanding any other provision of this Contract this shall not be a responsibility that the Director can delegate or authorise to any other person

- 5.1.6 The certification procedure associated with a part of a Design or Design Element shall be deemed to cover all aspects and stages of a Design and/or Design Element.

- 5.1.7 Notwithstanding the other provisions of this Contract where the value of the Scheme shall be less than £100,000 the Operating Company shall be entitled to use the Combined Design and Design Check Certificate contained in Annex 6.1/D of this Part 1 of this Schedule 6 in lieu of the other Design and Check Certificates and the like contained in such Annex.

5.2 Design Certificates and Design Check Certificates

- 5.2.1 Design Certificates and Design Check Certificates shall be prepared by the Operating Company where relevant for all parts of a Design and/or Design Element(s) including but not limited to

- (i) fencing and environmental barriers
- (ii) road restraint systems
- (iii) drainage
- (iv) earthworks
- (v) road pavements
- (vi) road layout
- (vii) kerbs footways and paved areas
- (viii) signs and road markings
- (ix) lighting and electrical work
- (x) Structures
- (xi) piling

- (xii) environment and landscaping
- (xiii) accommodation works and
- (xiv) any other Design element not covered.

5.2.2 Notwithstanding any other provisions of this Contract for any part of the

- (i) Site Operations carried out by the Operating Company
- (ii) Works carried out by a Works Contractor or
- (iii) works and the like carried out by any other third party

each with an estimated Scheme value of not more than £1,000,000 the Design check for all parts of the Design or all parts of the Design Elements shall be executed by a Checker who shall be technically independent of the Design team subject to the following

- (iv) all Structures Design that shall require a category III Design check and
- (v) all earthworks Design

shall be executed by a Checker who shall be technically independent of the Designer the Operating Company and their associated companies.

5.2.3 Notwithstanding any other provisions of this Contract including but not limited to any Design checking requirements for Structures the Design check for any part of the

- (i) Site Operations carried out by the Operating Company
- (ii) Works carried out by a Works Contractor or
- (iii) works and the like carried out by any other third party

each with an estimated value of more than £1,000,000 and

- (iv) all Structures Design that shall require category III Design checks
- (v) all earthworks Design

shall be executed by a Checker who shall be technically independent of the Designer organisation the Operating Company and their associated companies.

The Operating Company shall submit for prior written consent of the Director the name of such independent Checker.

5.2.4 Separate Design Certificates and Design Check Certificates shall be prepared by the Operating Company for each Structure Design.

5.2.5 The Design check for a Structure shall be carried out by the Operating Company in accordance with the procedures described in BD 2 Part 1 and BA 32 Part 1 of the DMRB together with any Scottish addenda.

Notwithstanding the category of Design check for a Structure referred to elsewhere in this Contract when parts of a Structure shall be designed by more than one Designer a Category III Design check for the whole Structure shall be carried out by a single Checker.

5.2.6 The requirements for earthworks certification referred to in paragraph 5.1.1 to 5.4.2 of this Part 1 of this Schedule 6 shall take precedence over those of the DMRB.

A copy of the factual report as referred to in paragraph 1.3 of HD 22 of DMRB Volume 4 Section 1 shall be forwarded to the British Geological Survey Murchison House West Mains Road Edinburgh on completion of the Design.

- 5.2.7 Where the subject of an Order all Operations or Works and the like involving earthworks shall be subject to a ground investigation in accordance with the DMRB and SA 9 of the Manual of Contract Documents for Highway Works Volume 5 Section 3 Part 2.

The Operating Company may procure ground investigations services by either

- (i) the Scottish Ministers' multiple framework agreement for ground investigation services current at the time of the Order or
- (ii) as required in an Order.

The Scottish Ministers' two current multiple framework agreements for ground investigation services were awarded to

- (iii) Norwest Holst Soil Engineering Ltd and
- (iv) Edmund Nutall Ltd

in April 2004.

The Scottish Ministers remain the Employer for the said agreements.

- 5.2.8 Where the subject of an Order, the Operating Company shall act as Engineer for any such ground investigations.

The duties of the Engineer under any such Order shall include but not be limited to

- (i) preparing works orders and
- (ii) issuing instructions and supervision as shall be required to permit the particular ground investigation services provider to complete and execute such works.

Prior to an Order being issued the Operating Company shall provide to the Director an initial summarising geotechnical report as part of the Bid submission including but not limited to

- (iii) principle technical details
- (iv) principle delivery dates and programme
- (v) preferred method of procurement for ground investigation services with full justification for the preference including but not limited to value for money assessment
- (vi) schedule of plant and resources including cost estimates
- (vii) conflicts of interest
- (viii) access to land and the like and
- (ix) geotechnical certification.

- 5.2.9 A geotechnical interpretative report compiled in accordance with SA 9 of the Manual of Contract Documents for Highway Works Volume 5 Section 3 Part 2 shall be prepared and incorporated into the Design by the Designer for all earthworks including but not limited to piling.

The Design check of the earthworks Design including but not limited to the Design check of the interpretative report shall be carried out by a Checker who shall be technically independent of the Designer the Operating Company and their associated companies.

Where in accordance with DMRB Volume 4 Section 1 Part 7 standard SH 4 the ground investigation shall require to be categorised as Category B the independent check shall be carried out by the Director's appointed independent geotechnical checker currently Halcrow Geotechnical Group.

Such independent check shall be complete prior to completion of a Scheme Design and/or prior to tendering of a Works Contract where relevant.

- 5.2.10 Subject to the requirements of paragraph 5.3.1 of this Part 1 of this Schedule 6 construction of any part of the Operations requiring a Certificate in accordance with the procedures set out in this Part 1 of this Schedule 6 shall not commence until such completed Certificate with all associated information shall have been recorded and shall have been contained within the Design register or Design Check register as required in paragraphs 5.11.1 to 5.11.6 inclusive of this Part 1 of this Schedule 6.

5.3 Design Interim Certificates and Design Check Interim Certificates: Staged Procedure

- 5.3.1 The parts of a Design or Design Element(s) identified in section 5.2.1 of this Part 1 of this Schedule 6 requiring Design Certificates and Design Check Certificates may each be further divided in order to

- (i) accommodate the Operating Company's phasing of the Design or the Operating Company's or Works Contractor's phasing of the Operations or Works and the like and
- (ii) enable construction of the further divided part of the Design or Design Element(s) to proceed.

When this method of certification shall be adopted by the Designer the following procedure shall apply

- (a) for each further divided part of a Design or Design Element the Operating Company shall produce a schedule of such further divided parts of a Design or Design Element that it proposes to certify.

Any such schedules shall have the written consent of the Designer and the Checker before being implemented and incorporated into the Design register referred to in paragraph 5.11.1 of this Part 1 of this Schedule 6.

- (b) the Operating Company shall provide and maintain within the Design register referred to in paragraph 5.11.1 of this Part 1 of this Schedule 6 the current status of all Design Interim Certificates and Design Check Interim Certificates for each further divided part of the Design or Design Element.

Each Design Interim Certificate for each further divided part of the Design or Design Element shall be signed by the Designer and the Operating Company and each Design Check Interim Certificate shall

be signed by the Checker and the Operating Company with original signatures.

The Design register shall also contain all required completed interim Certificates and shall include cross-references to locations where all information referred to within any such interim Certificate including drawings schedules numbered appendices and the like shall be stored and

- (c) construction of any part of the Operations or Works and the like for each of the further divided parts of the Design or Design Element requiring certification shall not commence until any such completed interim Certificates with all associated information shall be recorded and contained within the Design register.

5.3.2 Once all Design Interim Certificates and Design Check Interim Certificates for a part of a Design or Design Element identified in paragraph 5.3.1 of this Part 1 of this Schedule 6 shall have been completed the Operating Company shall complete a Design Certificate and Design Check Certificate.

The Operating Company shall record and maintain in the Design register such Design Certificates and Design Check Certificates for each part of the Design or Design Element with original signatures along with one copy of all relevant drawings schedules numbered appendices and the like.

The Operating Company's Design register shall also contain all such completed Design and Design Check Certificates including but not limited to cross-references to locations where all information referred to within any such Certificates including but not limited to

- (i) drawings
- (ii) schedules
- (iii) numbered appendices and
- (iv) the like

shall be stored in the Operating Company's Central Office.

5.4 Information to be provided with Design Certificates, Check Certificates, Design Interim Certificates and Design Check Interim Certificates

5.4.1 The Operating Company shall provide within the Design register and Design Check register information including that information identified in paragraph 5.4.2 of this Part 1 of this Schedule 6 with each Design Certificate Design Check Certificate and/or Design Interim Certificate and Design Check Interim Certificate in accordance with paragraph 5.2 and 5.3 of this Part 1 of this Schedule 6 as relevant.

5.4.2 The scale of the plans sections and other drawings listed in this paragraph 5.4.2 of this Part 1 of Schedule 6 shall be relevant to the part of a Design being certified and when relevant shall show the true disposition of all features that may influence a Design or Design Element including but not limited to

- (i) For fencing and environmental barriers road restraint systems drainage earthworks road pavement kerbs footways and paved areas signs and road

markings lighting and electrical works environmental and landscaping and accommodation works

- (a) plans showing the layout and extent of the certified part of the Design or Design Element
 - (b) drawings showing typical and/or specific cross-sections and
 - (c) any other schedule or supporting information associated with the part of the Design or Design Element that is listed in the numbered appendices within the specification used in the Works Contract and the like.
- (ii) For road layout
- (a) plans of the road layout to a scale of not less than 1:1250 showing road intersections Structures and road interchanges and the like
 - (b) longitudinal sections of the Trunk Roads and including but not limited to side roads and the like and
 - (c) any other schedules or supporting information associated with the part of the Design or Design Element that shall be listed in the numbered appendices within the specification of a Works Contract and the like or equivalent Site Instruction and the like for Site Operations.
- (iii) For Structures
- (a) all drawings issued for construction of the Structures.

5.5 Construction Certificates

5.5.1 The Designer and the Operating Company shall sign each Construction Certificate.

5.5.2 Each such Certificate shall be completed within seven days of completion of the Site construction of all certified parts of the Design or Design Element as referred to in paragraph 5.2.1 of this Part 1 of this Schedule 6.

For the purposes of this Certificate completion shall be the completion of Site Operations/Works excluding the Defects Correction Period as relevant for the particular Scheme.

5.6 Defects Correction Certificates

5.6.1 The Designer and Operating Company shall record within each Defects Correction Certificate all Defects and Non-conformances identified and all Defects and Non-conformances correction executed in respect of each Scheme.

5.7 Certificate of Completion (as referred to within a Works Contract)

5.7.1 The Engineer shall sign each Certificate of Completion (as referred to within a Works Contract).

5.8 Maintenance Certificate (as referred to within the Works Contract)

5.8.1 The Engineer shall sign each Maintenance Certificate (as referred to within a Works Contract).

The information shall include but not be limited to recommendations actions and the like.

5.9 Consultation Certificate

5.9.1 The Scottish Ministers' Requirements require the Operating Company to consult and comply with the requirements of certain public bodies companies Undertakers authorities or relevant companies during the execution of this Contract.

5.9.2 The Operating Company shall consult and comply with the requirements of the appropriate public bodies Undertakers authorities or relevant companies.

Upon attaining written consent from the relevant public bodies Undertakers authorities or relevant companies the Operating Company shall prepare and sign Consultation Certificates countersigned by the appropriate public body company Undertaker authority or relevant company.

The Operating Company shall retain all correspondence with all such parties confirming such consultations in the Central Office.

5.9.3 The Operating Company shall not commence or procure the commencement of any Site Operations or Works that shall or may likely affect the interests of any public body company Undertaker authority or relevant body until this consultation procedure shall have been completed.

5.10 Road Safety Audit Certificate

5.10.1 When a road safety audit shall be required and carried out in accordance with Part 3 of Schedule 6 a Road Safety Audit Certificate as per Annex 6.1/D of this Part 1 of this Schedule 6 shall be completed and appended to the Design or Combined Design and Check Certificate as relevant.

5.11 Records and Registers

5.11.1 In accordance with Part 2 of Schedule 5 of this Contract the Operating Company shall provide and maintain and store within the Central Office from the date a relevant Scheme has been identified

(i) a

- (a) Design Certificate
- (b) Design Check Certificate
- (c) Design Interim and Check Certificate
- (d) Completion/Certificate of Completion
- (e) Defects Correction /Maintenance Certificate
- (f) Consultation Certificate and
- (g) Road Safety Audit

register.

The register shall record the current status of all Certificates respectively

(ii) each original of each Certificate required by this Part 1 of this Schedule 6. The Designer and/or Checker and/or Engineer as appropriate and the Operating Company shall sign each such certificate

- (iii) all originals of all information referred to in each register and Certificate referred to of this Part 1 of this Schedule 6.

Such information shall include but not be limited to drawings schedules numbered appendices and the like.

5.11.2 The Operating Company shall produce and maintain a register for all Works Contracts in the Contract Control and Management System as referred to in Annex 4.2/L of Part 2 of Schedule 4.

5.11.3 In respect of each Works Contract the Engineer shall execute the following duties and shall produce the following registers at all times on Site for inspection at any time by the Director and/or the Performance Audit Group

- (i) Site instructions
- (ii) variation orders
- (iii) drawings for the Works including updates certified by the Engineer and the like
- (iv) reinforcement schedules
- (v) dayworks and the likes
- (vi) Certificates
- (vii) payments
- (viii) measurement progress including but not limited to dipping records for each pavement layer to demonstrate correct thickness of each bound and unbound layer
- (ix) extensions of time claimed by the Works Contractor
- (x) extensions of time granted by the Engineer
- (xi) claims for payment by the Works Contractor
- (xii) new Works items and rates and prices
- (xiii) site diaries and test results including but not limited to
 - (a) reports on Works Contractor's progress and the like
 - (b) weather conditions
 - (c) requests for and results of inspections of workmanship
 - (d) Engineer's representatives confirmation of compliance with the relevant specification at each stage of construction
 - (e) traffic management inspections and
 - (f) the Engineer's representative's presence on Site for each and every day Site Works shall be in progress
- (xiv) Health and Safety file as shall be required by Part 2 of Schedule 6 which shall incorporate any of the above records on completion of Works on Site and
- (xv) any other relevant items to any particular Works Contract.

All such registers shall be verified and signed each month by the Engineer or his nominated representative.

On completion of Works on Site the records shall be registered in the Works Contract register as required in paragraph 5.11.2 of this Part 1 of this Schedule 6.

- 5.11.4 In accordance with the requirements of Part 2 of Schedule 5 of this Contract the Operating Company shall maintain all records as shall be required and/or implied by paragraph 5.11.3 of this Part 1 of this Schedule 6 and any other records to ensure that it can demonstrate that the Works Contractor has complied with the requirements of the Works Contract.

The Operating Company shall also maintain similar records to demonstrate compliance with this Contract for any Scheme carried out as Site Operations or works and the like specifically including but not limited to records for items (viii) and (xiii) to (xv) of paragraph 5.11.3 of this Part 1 of this Schedule 6.

- 5.11.5 All materials and workmanship testing certification shall be maintained at the Central Office and shall be available at the Central Office within 7 days of the test being completed irrespective if carried out as an Operation or Works Contract and the like.

All such testing certification and testing records shall be maintained in a easily identifiable file separate from other Scheme records at the said Central Office.

Where the testing certification reports a non-conforming product the Operating Company shall clearly record in the non-conformance register within 7 days of receipt of the certificate what action has been taken in relation to the non-conforming product.

- 5.11.6 In accordance with paragraph 2.6 of Part 2 of Schedule 5 of this Contract the Director and the Performance Audit Group shall be entitled to have access to or shall be entitled to request copies of at any time the

- (i) registers
- (ii) certificates
- (iii) Certificates
- (iv) records and
- (v) other information

referred to in this Part 1 of this Schedule 6.

Where requested such information shall be provided within 5 Working Days of any such request.

A copy of all such records registers and the like shall be submitted in full to the Director during the Final Annual Period.

SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 6 PART 1

DESIGN PROCUREMENT AND CERTIFICATION OF OPERATIONS AND WORKS

ANNEX 6.1/A – Tender Report (Indicative)

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SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 6 PART 1

DESIGN PROCUREMENT AND CERTIFICATION OF OPERATIONS AND WORKS

ANNEX 6.1/A – Tender Report (Indicative)

Note This indicative Tender Report shall require to be modified as necessary by the Operating Company to take account of the particular form of Works Contract as identified in the Order and also to take account of any particular circumstances that shall arise in connection with the particular Works Contract.

Unit:

Works Contract Title:-

Location and brief description of the Works:

Scheme ID:

Work Code:

Tender Document to Performance Audit Group: (insert date)

Date Hold Point released by the Performance Audit Group: (insert date)

Tender Issue Date: (insert date)

Tender Return Date (state if tender return date extended):-

Pre-Tender Estimate: (insert amount)

Tender Recommended: (Submitted Value) (Checked Value)

(Contractor Name) (Contractor Contact Name/Phone/Fax/e-mail))

Tendered Time for Completion: (Period(s) for Parts of Works and/or Whole of the Works)

Updated Estimated Scheme Value:

Accepted Tender Value	£
Design Cost	£
Supervision Cost	£
Miscellaneous	£ _____
Total	£ _____

Lane Rental Contracts Only:

Bonus/Charge per day	Base Days	Max. No. of days

Comparison of Tenders**Scheme :** **Bonus/charge daily cost: £5,000**

No	Name or Firm	Tender Price £	Price as Checked £	Tender Offer Period	Bonus Adjusted from Base Tender	Adjusted Price	Tender Ranking (1=lowest)	Remarks
1	Tenderer 1	£1,251,563.35	£1,251,563.35	20 days	£10,000.00	£1,261,563.35	2	Alternative tender pavement materials type 2.
2	Tenderer 2	£1,260,563.00	£1,260,121.21	18 days	Nil	£1,260,121.21	1	Alternative tender pavement materials type 2.
3	Tenderer 3	£1,361,256.35	£1,361,256.38	18 days	Nil	£1,361,256.35	3	
4	Tenderer 4	£1,450,256.00	£1,456,745.00	21 days	£15,000.00	£1,471,745.00	4	

Scheme ID:

NOTE: Values and details are given as a worked example only and are purely indicative.

Comparisons of Lowest Tenderers by Series

Scheme : **Bonus/charge daily cost: £5,000**
Scheme ID:

Series	Tenderer 1	Tenderer 2	Tenderer 3	Tenderer 4		
Series 100 - Preliminaries	£500,000.00	£550,250.00	£522,000.00	£654,256.00		
Series 200 – Site Clearance	£1,250.25	£1,596.35	£19,256.00	£2,563.23		
Series 500 - Drainage	£12,563.35	£13,254.35	£12,458.68	£13,869.36		
Series 600 - Earthworks	£50,652.00	£52,236.96	£54,458.79	£60,856.36		
Series 700 - Pavements	£624,641.39	£580,447.81	£699,908.91	£652,491.59		
Series 1200 – Road Signs and Markings	£12,456.36	£12,785.49	£15,254.89	£16,458.36		
TOTAL ROADWORKS	£1,204,563.35	£1,210,121.21	£1,307,256.38	£1,400,495.00		
Provisional Sums	£50,000.00	£50,000.00	£54,000.00	£56,250.00		
TENDER TOTAL	£1,251,563.35	£1,260,121.21	£1,361,256.38	£1,456,745.00		

NOTE: Values and details are given as a worked example only and are purely indicative. All significant and relevant Series to be included.

Comparison of Lowest Tenders:

- a) Significant Rates - comment on items for which change in quantity would/could have a significant effect (risk assessment to be recorded)

- b) Anomalies in Pricing - comment on the effect of any other anomalies in pricing (risk assessment to be recorded)

- c) Lane Rental - Analysis of payments in different completion scenarios.

- d) Any other apparently significant pricing issues.
(including but not limited to reasons for variations from pre-tender estimates)

- e) Any other remarks.
(including but not limited to alternative tenders where permitted)

Explanation(s) from organisation(s) invited to tender but who did not submit a tender (if any).

Details of Operating Company's Works Contract Supervision:-

Indicate categories and numbers of proposed Site supervisory staff, together with an indication of the nature, extent and duration of their duties.

Name	Designation	Comments including other Responsibilities
------	-------------	---

Other Remarks:-

Contact Point:-

Name:-

Telephone No:-

Fax No:-

Email:-

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SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 6 PART 1

DESIGN PROCUREMENT AND CERTIFICATION OF OPERATIONS AND WORKS

ANNEX 6.1/B – Contract Control Forms

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**THE SCOTTISH EXECUTIVE
NETWORK MANAGEMENT DIVISION**

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 Payment Date

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 17.5% =

£

(2)

Total VAT =

£

(3)

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

£

For Scottish Executive 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.**

**THE SCOTTISH EXECUTIVE
NETWORK MANAGEMENT DIVISION**

OPERATING COMPANY

CCIA

Monthly Statement Number _____

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

Scheme Identification Number	Amount of Works 0% VAT £	Amount of Works 17.5% VAT £	Total Works Value £
	(1)	(2)	(1) + (2)

TOTALS =

£	£	£
----------	----------	----------

**THE SCOTTISH EXECUTIVE
NETWORK MANAGEMENT DIVISION
FINANCIAL STATEMENT**

CCII No.....

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

SCHEME TITLE

OPERATING COMPANY:

TENDER TOTAL £ SCHEME NO:

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)
		£	£	£	£	£	£	£	£
<p style="text-align: center;">TOTAL</p> <p>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.</p> <p>Adjustments (+ or -) due to Price Fluctuation Clause</p> <p>Financial Claims allowed (See App2)</p>									
		SUB TOTAL							
		DEDUCT CREDITS							
		TOTAL							
					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				
Value of Material on Site (97%) (c)									
Value of Material Vested but not on site (97%) (c)									
SUB TOTAL									
DEDUCT: Value of retention money withheld									
Cumulative Total of Payments to Works contractor (Total of									

(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 _____

**THE SCOTTISH EXECUTIVE
NETWORK MANAGEMENT DIVISION**

CC II No ____ Appendix 1

A. SUMMARY OF VARIATION ORDERS ISSUED AND

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

SCHEME TITLE: _____

SCHEME NO: _____

VO No (1)	Description of Variations with quantities and rates where appropriate (2)	Estimated Cost (3)	Source of Funds	Authority (5)
1.	VARIATIONS 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 CLAIMS
FOR ADDITIONAL PAYMENT OR EXTENSION OF TIME

SCHEME TITLE: _____

SCHEME IDENTIFICATION NUMBER: _____

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

Total of financial claims
allowed to Column 3
of Form CCII £ _____

Signed _____
Operating Company

INSTRUCTIONS FOR COMPLETING FORM: see reverse

Date _____

INSTRUCTIONS FOR THE ENGINEER COMPLETING FORM CCII Appendix 2

- (1) Claims shall be entered under two headings:-
 - (a) Claims notified by the Works Contractor and pending.
 - (b) Claims 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 claims previously notified, giving details of individual claims only where some development has occurred since the previous report (eg contractor supplies valuation, Engineer certifies for payment and the like).
- (3) Detail claims notified in period covered by return. If the Works Contractor has not valued financial claims then the Engineer shall provide an order of magnitude assessment in column (4) marked "E/A" (estimated amount).

**THE SCOTTISH EXECUTIVE
NETWORK MANAGEMENT DIVISION**

CC III

SCHEME TITLE: _____

SCHEME IDENTIFICATION NUMBER: _____

ENGINEERING STATEMENT

(To be submitted Quarterly for Works Contract with a duration of 6 months or more)

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 _____

**THE SCOTTISH EXECUTIVE
NETWORK MANAGEMENT DIVISION**

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

**THE SCOTTISH EXECUTIVE
NETWORK MANAGEMENT DIVISION**

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

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SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 6 PART 1

DESIGN PROCUREMENT AND CERTIFICATION OF OPERATIONS AND WORKS

ANNEX 6.1/C – Draft Tender Document Certificates

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**THE SCOTTISH EXECUTIVE
NETWORK MANAGEMENT DIVISION**

DRAFT TENDER DOCUMENTS CERTIFICATE

SCHEME TITLE

SCHEME NUMBER

I certify that the draft tender documents enclosed comprising Instructions for Tendering, Conditions of Contract, Specification and Method of Measurement 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 that the quantities entered in the bill of quantities and the like 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.

Signed Date

Name (Block Capitals)

Position

Operating Company

.....

Confirmation by Performance Audit Group that the hold point referred to at **paragraph 4.1.6** of Part 1 of Schedule 6 to the 3rd 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 Executive.

(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 latest Model Contract Document issued by the Scottish Executive.

(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 Executive or with the paragraphs included in Schedule 6 Part 1 of the 3rd 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 Engineer.)

.....

.....
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 Executive or Schedule 2 Part 1 to the 3rd 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, Milestone Schedules or the like

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SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 6 PART 1

DESIGN PROCUREMENT AND CERTIFICATION OF OPERATIONS AND WORKS

ANNEX 6.1/D – Certificates In Relation To Certification Procedures

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SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 6 PART 1

DESIGN PROCUREMENT AND CERTIFICATION OF OPERATIONS AND WORKS

ANNEX 6.1/D – Certificates In Relation To Certification Procedures

CONTENTS

Design Interim Certificate : Structures	Certificate No: DICS
Design Check Interim Certificate : Structures	Certificate No: CISS
Design Certificate : Structures	Certificate No: DCS
Design Check Certificate : Structures	Certificate No: CCS
Design Interim Certificate: Earthworks	Certificate No: DIS(EW)
Design Check Interim Certificate: Earthworks	Certificate No: CIS(EW)
Design Certificate : Earthworks	Certificate No: DC(EW)
Design Check Certificate : Earthworks	Certificate No: CC(EW)
Design Interim Certificate: Road Restraint Systems	Certificate No: DIC(SF)
Design Check Interim Certificate: Road Restraint Systems	Certificate No: CIS(SF)
Design Certificate : Road Restraint Systems	Certificate No: DC(SF)
Design Check Certificate : Road Restraint Systems	Certificate No: CC(SF)
Design Interim Certificate: Other Part of Design or Design Element	Certificate No: DIC(*)
Design Check Interim Certificate: Other Part of Design or Design Element	Certificate No: CIS(*)
Design Certificate : Other Part of Design or Design Element	Certificate No: DC(*)
Design Check Certificate : Other Part of Design or Design Element	Certificate No: CC(*)
Combined Design and Design Check Certificate	Certificate No: DC/CC
Road Safety Audit (as Appendix to DC or DC/CC)	Certificate No: RSA
Construction Certificate	Certificate No: C
Defects Correction Certificate	Certificate No: DCC
Completion Certificate	Certificate No: ComplC
Maintenance Certificate	Certificate No: MC
Consultation Certificate	Certificate No: ConsuC
Approval In Principle form and notes	Certificate No: TA1
Variation Order Pro-forma	Con VO

MODEL STATEMENT TO BE USED BY THE OPERATING COMPANY

DESIGN INTERIM CERTIFICATE: STRUCTURES

CERTIFICATE No: DICS.....

Structure No.....

Order Reference.....

Route.....

Scheme Identifier.....

1. We hereby certify to the Scottish Ministers in respect of the design of the following further divided part of the Design or Design Element namely:

..... (Name of further divided part of Structure)

..... (Name of Structure)

that reasonable professional skill and care has been taken by us with a view to securing that the further divided part of the Design or Design Element:-

- (i) complies with the Scottish Ministers' Requirements.
- (ii) has been accurately translated into the construction drawings and bar bending schedules bearing the unique numbers listed below:

- (iii) shall not be detrimental to the whole Design or Design Element and shall not affect the completion of the Design Certificate(s).

We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Contract between the Scottish Ministers and the Operating Company.

Signed:
DESIGNER (Team leader for Designer)

Firm:

Name
(Block Capitals)

Date:

Signed:
(On behalf of the Operating Company)

Firm:

Name
(Block Capitals)

Date

MODEL OF INTERIM STATEMENT TO BE USED BY THE OPERATING COMPANY

DESIGN CHECK INTERIM CERTIFICATE: STRUCTURES

CERTIFICATE NO :- CISS.....

Order Reference.....

Scheme Identifier.....

1. We hereby certify to the Scottish Ministers in respect of the check of the following further divided part for the Design or Design Element namely:

..... **(Name of further divided part of Structure)**

..... **(Name of Structure)**

that reasonable professional skill and care has been taken by us in carrying out the independent Design check of the part of the Design or Design Element with a view to securing that the further divided part of the Design or Design Element:-

- (i) complies with the Scottish Ministers' Requirements.
- (ii) has been accurately translated into the construction drawings and bar bending schedules bearing the unique numbers listed below:
- (iii) shall not be detrimental to the whole Design or Design Element and shall not affect the completion of the Check Certificate(s).

We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Contract between the Scottish Ministers and the Operating Company

Signed:
CHECKER (Team leader for Checker)

Firm:

Name
(Block Capitals)

Date:

Signed:.....
(On behalf of the Operating Company)

Firm:

Name.....
(Block Capitals)

Date

MODEL OF CERTIFICATE TO BE USED BY THE OPERATING COMPANY

DESIGN CERTIFICATE : STRUCTURES

CERTIFICATE NO :- DCS.....

Order Reference.....

Scheme Identifier.....

1. We hereby certify to the Scottish Ministers in respect of the design of the following part of the Design or Design Element namely

.....
(Name of Structure)

that reasonable professional skill and care has been taken by us with a view to securing that the part of the Design or Design Element:-

- (i) complies with the Scottish Ministers' Requirements.
- (ii) has been accurately translated into the construction drawings and bar bending schedules bearing the unique numbers listed below:

(iii) shall not be detrimental to the whole Design or Design Element.

(iv) where required a Safety Audit Certificate for Stage *[2] *[3] is attached

We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Contract between the Scottish Ministers and the Operating Company

Signed:
DESIGNER (Team leader for Designer)

Firm:

Name
(Block Capitals)

Date:

Signed:.....
(On behalf of the Operating Company)

Firm:

Name.....
(Block Capitals)

Date

MODEL OF CERTIFICATE TO BE USED BY THE OPERATING COMPANY

DESIGN CHECK CERTIFICATE : STRUCTURES

CERTIFICATE NO :- CCS.....

Order Reference.....

Scheme Identifier.....

1. We hereby certify to the Scottish Ministers in respect of the check of the following part of the Design or Design Element namely

.....
(Name of Structure)

that reasonable professional skill and care has been taken by us in carrying out the independent Design check of the part of the Design or Design Element with a view to securing that the part of the Design or Design Element:-

- (i) complies with the Scottish Ministers' Requirements.
- (ii) has been accurately translated into the construction drawings and bar bending schedules bearing the unique numbers listed below:

- (iii) shall not be detrimental to the whole Design or Design Element.

We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Contract between the Scottish Ministers and the Operating Company

Signed:
CHECKER (Team leader for Checker)

Firm:

Name
(Block Capitals)

Date:

Signed:
(On behalf of the Operating Company)

Firm:

Name
(Block Capitals)

Date

MODEL OF INTERIM STATEMENT TO BE USED BY THE OPERATING COMPANY

DESIGN INTERIM CERTIFICATE: EARTHWORKS

CERTIFICATE NO :- DIS(EW).....

Order Reference.....

Scheme Identifier.....

1. We hereby certify to the Scottish Ministers in respect of the design of the following further divided part of the Design or Design Element namely

.....
(Name of further divided part of the Earthworks)

.....
(Name of part of Earthworks or Earthworks Element)

that reasonable professional skill and care has been taken by us with a view to securing that the further divided part of the Design or Design Element:-

- (i) complies with the Scottish Ministers' Requirements.
- (ii) has been accurately translated into the construction drawings and other Design documents bearing the unique numbers listed below:
- (iii) shall not be detrimental to the Whole Design or Design Element shall not affect the completion of the Design Certificate(s).
- (iv) has been the subject of an interpretative geotechnical report and that the conclusions of that report have been taken into account in the Design or Design Element.

We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Contract between the Scottish Ministers and the Operating Company

Signed:
DESIGNER (Team leader for Designer)

Firm:

Name
(Block Capitals)

Date:

Signed:.....
(On behalf of the Operating Company)

Firm:

Name.....
(Block Capitals)

Date

MODEL OF INTERIM STATEMENT TO BE USED BY THE OPERATING COMPANY

DESIGN CHECK INTERIM CERTIFICATE: EARTHWORKS CERTIFICATE NO :- CIS(EW).....

Order Reference.....

Scheme Identifier.....

1. We hereby certify to the Scottish Ministers in respect of the check of the following further divided part of the Design or Design Element namely

.....
(Name of further divided part of the Earthworks)

.....
(Name of part of Earthworks or Earthworks Element)

that reasonable professional skill and care has been taken by us in carrying out the independent Design check of the Design or Design Element (including the interpretative geotechnical report referred to in (iv) below) with a view to securing that the further divided part of the Design or Design Element:-

- (i) complies with the Scottish Ministers' Requirements
- (ii) has been accurately translated into the construction drawings and other Design documents bearing the unique numbers listed below:
- (iii) shall not be detrimental to the whole Design or Design Element and shall not affect the completion of the Check Certificate(s)
- (iv) has been the subject of an interpretative geotechnical report and that the conclusions of that report have been taken into account in the Design or Design Element.

We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Contract between the Scottish Ministers and the Operating Company

Signed:
CHECKER (Team leader for Checker)

Firm:

Name
(Block Capitals)

Date:

Signed:
(On behalf of the Operating Company)

Firm:

Name
(Block Capitals)

Date

MODEL OF CERTIFICATE TO BE USED BY THE OPERATING COMPANY

DESIGN CERTIFICATE: EARTHWORKS

CERTIFICATE NO: DC(EW).....

Order Reference.....

Scheme Identifier.....

1. We hereby certify to the Scottish Ministers in respect of the design of the following part of the Design or Design Element namely

.....
(Name of Earthworks or Earthwork's Element)

that reasonable professional skill and care has been taken by us with a view to securing that the part of the Design or Design Element:-

- (i) complies with the Scottish Ministers' Requirements.
- (ii) has been accurately translated into the construction drawings and other Design documents bearing the unique numbers listed below:
- (iii) shall not be detrimental to the whole Design or Design Element.
- (iv) has been the subject of an interpretative geotechnical report and that the conclusions of that report have been taken into account in the Design or Design Element.

We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Contract between the Scottish Ministers and the Operating Company

Signed:
DESIGNER (Team leader for Designer)

Firm:

Name
(Block Capitals)

Date:

Signed:.....
(On behalf of the Operating Company)

Firm:

Name.....
Date
(Block Capitals)

MODEL OF CERTIFICATE TO BE USED BY THE OPERATING COMPANY

DESIGN CHECK CERTIFICATE: EARTHWORKS

CERTIFICATE NO: CC(EW).....

Order Reference

Scheme Identifier.....

1. We hereby certify to the Scottish Ministers in respect of the check of the following part of the Design or Design Element namely

.....
(Name of Earthworks or Earthworks Element)

that reasonable professional skill and care has been taken by us in carrying out the independent Design check of the Design or Design Element (including the interpretative geotechnical report referred to in (iv) below) with a view to securing that the part of the Design or Design Element:-

- (i) complies with the Scottish Ministers' Requirements.
- (ii) has been accurately translated into the construction drawings and other Design documents bearing the unique numbers listed below:
- (iii) shall not detrimental to the whole Design or Design Element.
- (iv) has been the subject of an interpretative geotechnical report and that the conclusions of that report have been taken into account in the Design or Design Element.

We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Contract between the Scottish Ministers and the Operating Company

Signed:
CHECKER (Team leader for Checker)

Firm:

Name
(Block Capitals)

Date:

Signed:.....
(On behalf of the Operating Company)

Firm:

Name.....
(Block Capitals)

Date

MODEL OF INTERIM STATEMENT TO BE USED BY THE OPERATING COMPANY

**DESIGN INTERIM CHECK CERTIFICATE: ROAD RESTRAINT SYSTEMS CERTIFICATE NO:
DIC (SF)...**

Order Reference

Scheme Identifier.....

1. We hereby certify to the Scottish Ministers in respect of the design of the following further divided part of the Design or Design Element namely

.....(Name of further divided part of Safety Road Restraint System or Element)

.....(Name of part of Road Restraint System or Element)

that reasonable professional skill and care has been taken by us with a view to securing that the further divided part of the Design or Design Element:-

- (i) complies with the Scottish Ministers' Requirements.
- (ii) has been accurately translated into the construction drawings and other Design documents bearing the unique numbers listed below:
- (iii) shall not be detrimental to the whole Design or Design Element and shall not affect the completion of the Design Certificate(s).
- (iv) that all aspects of the Design or Design Element of the Road Restraint System on the Contract have been developed by the use of a risk assessment approach.

We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Contract between the Scottish Ministers and the Operating Company

Signed:
DESIGNER (Team leader for Designer)

Firm:

Name
(Block Capitals)

Date:

Signed:
(On behalf of the Operating Company)

Firm:

Name
(Block Capitals)

Date

MODEL OF INTERIM STATEMENT TO BE USED BY THE OPERATING COMPANY

DESIGN INTERIM CERTIFICATE: ROAD RESTRAINT SYSTEMS CERTIFICATE NO: CIS (SF).....

Order Reference

Scheme Identifier.....

1. We hereby certify to the Scottish Ministers in respect of the check of the following further divided part of the Design or Design Element namely

.....(Name of further divided part of Road Restraint System or Element)

.....(Name of part of Road Restraint System or Element)

that reasonable professional skill and care has been taken by us in carrying out the independent Design check of the Design or Design Element with a view to securing that the further divided part of the Design or Design Element:-

- (i) complies with the Scottish Ministers' Requirements.
- (ii) has been accurately translated into the construction drawings and other design documents bearing the unique numbers listed below:
- (iii) shall not be detrimental to the whole Design or Design Element and shall not affect the completion of the Check Certificate(s).
- (iv) that all aspects of the Design or Design Element of the Road Restraint System on the Contract have been developed by the use of a risk assessment approach.

We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Contract between the Scottish Ministers and the Operating Company

Signed:
CHECKER (Team leader for Checker)

Firm:

Name
(Block Capitals)

Date:

Signed:.....
(On behalf of the Operating Company)

Firm:

Name.....
(Block Capitals)

Date

MODEL OF CERTIFICATE TO BE USED BY THE OPERATING COMPANY

DESIGN CERTIFICATE: ROAD RESTRAINT SYSTEMS

CERTIFICATE NO: CIS (SF)....

Order Reference

Scheme Identifier.....

1. We hereby certify to the Scottish Ministers in respect of the design of the following part of the Design or Design Element namely

.....(**Name of Part of Road Restraint System or Element**)

that reasonable professional skill and care has been taken by us with a view to securing that the part of the Design or Design Element:-

- (i) complies with the Scottish Ministers' Requirements.
- (ii) has been accurately translated into the construction drawings and other Design documents bearing the unique numbers listed below:
- (iii) shall not be detrimental to the whole Design or Design Element and shall not affect the completion of the Design Certificate(s).
- (iv) that all aspects of the Design or Design Element of the Road Restraint System on the Contract have been developed by the use of a risk assessment approach.
- iv) where required a Safety Audit Certificate for Stage *[2] *[3] is attached

We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Contract between the Scottish Ministers and the Operating Company

Signed:
DESIGNER (Team leader for Designer)

Firm:

Name
(Block Capitals)

Date:

Signed:.....
(On behalf of the Operating Company)

Firm:

Name.....
(Block Capitals)

Date

MODEL OF CERTIFICATE TO BE USED BY THE OPERATING COMPANY

DESIGN CHECK CERTIFICATE: ROAD RESTRAINT SYSTEMS CERTIFICATE NO: CIS (SF).....

Order Reference

Scheme Identifier.....

1. We hereby certify to the Scottish Ministers in respect of the check of the following part of the Design or Design Element namely

.....(Name of Part of the Road Restraint System or Element)

that reasonable professional skill and care has been taken by us in carrying out the independent Design check of the part of the Design or Design Element with a view to securing that the part of the Design or Design Element:-

- (i) complies with the Scottish Ministers' Requirements.
- (ii) has been accurately translated into the construction drawings and other Design documents bearing the unique numbers listed below:

- (iii) shall not be detrimental to the whole Design or Design Element
- (iv) that all aspects of the Design or Design Element of the Road Restraint System on the Contract have been developed by the use of a risk assessment approach.

We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Contract between the Scottish Ministers and the Operating Company

Signed:
CHECKER (Team leader for Checker)

Firm:

Name
(Block Capitals)

Date:

Signed:
(On behalf of the Operating Company)

Firm:

Name.....
(Block Capitals)

Date

MODEL OF INTERIM STATEMENT TO BE USED BY THE OPERATING COMPANY

**DESIGN INTERIM CERTIFICATE:
OTHER PART OF DESIGN OR DESIGN ELEMENT**

CERTIFICATE NO: DIS (*).....

Order Reference

Scheme Identifier.....

1. We hereby certify to the Scottish Ministers in respect of the design of the following part of the Design or Design Element namely:

.....
(Name of further divided part of Design or Design Element)

.....
(Name of Part of the Design or Design Element)

that reasonable professional skill and care has been taken by us with a view to securing that the further divided part of the Design or Design Element:-

- (i) complies with the Scottish Ministers' Requirements.
- (ii) has been accurately translated into the construction drawings and other Design documents bearing the unique numbers listed below:
- (iii) shall not be detrimental to the whole Design or Design Element and shall not affect the completion of the Design Certificate.

We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Contract between the Scottish Ministers and the Operating Company

Signed:
DESIGNER (Team leader for Designer)

Firm:

Name
(Block Capitals)

Date:

Signed:
(Operating Company)

Firm:

Name.....
(Block Capitals)

Date

* Insert Description of part of Design or Design Element:

Accommodation Works (A)
Drainage (D)
Environmental and Landscaping (E)
Fencing and Environmental Barriers (F)
Kerbs, Footways and Paved Areas (K)
Any other relevant parts of Design or Design Element (Y)

Lighting and Electrical Works (L)
Road Pavements (P)
Road Layout (R)
Signs and Road Markings (S)
Piling (X)

MODEL OF INTERIM STATEMENT TO BE USED BY THE OPERATING COMPANY

**DESIGN CHECK INTERIM CERTIFICATE:
OTHER PART OF DESIGN OR DESIGN ELEMENT**

CERTIFICATE NO: CIS (*).....

Order Reference

Scheme Identifier.....

1. We hereby certify to the Scottish Ministers in respect of the check of the following further divided part of the Design or Design Element namely:

.....
(Name of further divided part of Design or Design Element)

.....
(Name of Part of the Design or Design Element)

that reasonable professional skill and care has been taken by us in carrying out the independent Design check of the further divided part of the Design or Design Element with a view to securing that the further divided part of the Design or Design Element:-

- (i) complies with the Scottish Ministers' Requirements.
- (ii) has been accurately translated into the construction drawings and other Design documents bearing the unique numbers listed below:
- (iii) shall not be detrimental to the whole Design or Design Element and shall not affect the completion of the Design Certificate.

We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Contract between the Scottish Ministers and the Operating Company

Signed:
CHECKER (Team leader for Checker)

Firm:

Name
(Block Capitals)

Date:

Signed:
(Operating Company)

Firm:

Name.....
(Block Capitals)

Date

* Insert Description of part of Design or Design Element:

Accommodation Works	(A)	Lighting and Electrical Works	(L)
Drainage	(D)	Road Pavements	(P)
Environmental and Landscaping	(E)	Road Layout	(R)
Fencing and Environmental Barriers	(F)	Signs and Road Markings	(S)
Kerbs, Footways and Paved Areas	(K)	Piling	(X)
Any other relevant parts of Design or Design Element (Y)			

MODEL OF CERTIFICATE TO BE USED BY THE OPERATING COMPANY

DESIGN CERTIFICATE:

CERTIFICATE NO: DC (*).....

OTHER PART OF DESIGN OR DESIGN ELEMENT

Order Reference

Scheme Identifier.....

1. We hereby certify to the Scottish Ministers in respect of the design of the following part of the Design or Design Element namely:

.....
(Name of Part of the Design or Design Element)

that reasonable professional skill and care has been taken by us with a view to securing that the part of the Design or Design Element:-

- (i) complies with the Scottish Ministers' Requirements.
- (ii) has been accurately translated into the construction drawings and other Design documents bearing the unique numbers listed below:
- (iii) shall not be detrimental to the whole Design or Design Element.
- (iv) where required a Safety Audit Certificate for Stage *[2] *[3] is attached

We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Contract between the Scottish Ministers and the Operating Company

Signed:
DESIGNER (Team leader for Designer)

Firm:

Name
(Block Capitals)

Date:

Signed:.....
(Operating Company)

Firm:

Name.....
(Block Capitals)

Date

* Insert Description of part of Design or Design Element:

Accommodation Works	(A)	Lighting and Electrical Works	(L)
Drainage	(D)	Road Pavements	(P)
Environmental and Landscaping	(E)	Road Layout	(R)
Fencing and Environmental Barriers	(F)	Signs and Road Markings	(S)
Kerbs, Footways and Paved Areas	(K)	Piling	(X)
Any other relevant parts of Design or Design Element (Y)			

MODEL OF CERTIFICATE TO BE USED BY THE OPERATING COMPANY

DESIGN CHECK CERTIFICATE:

CERTIFICATE NO:- CC (*).....

OTHER PART OF DESIGN OR DESIGN ELEMENT

Order Reference

Scheme Identifier.....

1. We hereby certify to the Scottish Ministers' in respect of the check of the following part of the Design or Design Element namely:

.....
(Name of Design Element)

that reasonable professional skill and care has been taken by us in carrying out the independent Design check of the part of the Design or Design Element with a view to securing that the part of the Design or Design Element:-

- (i) complies with the Scottish Ministers' Requirements.
- (ii) has been accurately translated into the construction drawings and other Design documents bearing the unique numbers listed below:
- (iii) shall not be detrimental to the whole Design or Design Element.

We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Contract between the Scottish Ministers and the Operating Company

Signed:
CHECKER (Team leader for Checker)

Firm:

Name
(Block Capitals)

Date:

Signed:
(Operating Company)

Firm:

Name
(Block Capitals)

Date

* Insert Description of part of Design or Design Element:

Accommodation Works	(A)	Lighting and Electrical Works	(L)
Drainage	(D)	Road Pavements	(P)
Environmental and Landscaping	(E)	Road Layout	(R)
Fencing and Environmental Barriers	(F)	Signs and Road Markings	(S)
Kerbs, Footways and Paved Areas	(K)	Piling	(X)
Any other relevant parts of Design or Design Element (Y)			

MODEL OF CERTIFICATE TO BE USED BY THE OPERATING COMPANY

DESIGN AND DESIGN CHECK CERTIFICATE:

CERTIFICATE NO: DC / CC

Scheme:.....

Order Reference.....

Scheme Identifier.....

1. We hereby certify to the Scottish Ministers in respect of the Design and Design check of the following part of the Design or Design Element namely:

- | | | |
|--------------------------|------------------------------------|------|
| <input type="checkbox"/> | Accommodation Works | (A) |
| <input type="checkbox"/> | Road Restraint Systems | (B) |
| <input type="checkbox"/> | Drainage | (D) |
| <input type="checkbox"/> | Environmental and Landscaping | (E) |
| <input type="checkbox"/> | Earthworks | (EW) |
| <input type="checkbox"/> | Fencing and Environmental Barriers | (F) |
| <input type="checkbox"/> | Kerb, Footways and Paved Areas | (K) |
| <input type="checkbox"/> | Lighting and Electrical Works | (L) |
| <input type="checkbox"/> | Road Pavements | (P) |
| <input type="checkbox"/> | Road Layout | (R) |
| <input type="checkbox"/> | Signs and Road Markings | (S) |
| <input type="checkbox"/> | Piling | (X) |
| <input type="checkbox"/> | Other | (Y) |

that reasonable professional skill and care has been taken by us with a view to securing that the part of the Design or Design Element: -

- (i) complies with the Scottish Ministers' Requirements..
- (ii) has been accurately translated into the construction drawings and other Design documents, where applicable, bearing the unique number contained in the certificate number above.
- (iii) is not detrimental to the whole Design or Design Element.
- (iv) where applicable to earthworks (EW), has been the subject of an interpretative geotechnical report and that the conclusions of that report have been taken into account in the Design or Design Element.
- (v) where applicable to road restraint systems (B), that all aspects of the Design or Design Element of the road restraint system on the Contract have been developed by the use of a risk assessment approach.
- (vi) where required a Safety Audit Certificate for Stage *[2] *[3] is attached

We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Contract between the Scottish Ministers and the Operating Company.

Signed:
DESIGNER (Team leader for Designer)

Firm:

Name
(Block Capitals)

Date:

Signed:
CHECKER (Team leader for Checker)

Firm:

Name
(Block Capitals)

Date:

Signed:.....
(On behalf of the Operating Company)

Firm:

Name.....
(Block Capitals)

Date

Design or Combined Design/Check Certificate (Appendix)

MODEL OF CERTIFICATE TO BE USED BY THE OPERATING COMPANY

ROAD SAFETY AUDIT CERTIFICATE

CERTIFICATE NO:- RSA.....

Scheme:

Order Reference

Scheme Identifier.....

Form of certificate to be used by the Designer for certifying that a Safety Audit has been carried out in accordance with Schedule 1.

The Design for the Scheme has been the subject of a Road Safety Audit in accordance with Stage *[2] *[3] of DMRB Standard HD 19 and we certify that all recommendations agreed or recommended by the road safety auditors have been incorporated in the Design.

** delete as appropriate*

Signed:
DESIGNER (Team leader for Designer)

Firm:

Name
(Block Capitals)

Date:

Signed:
(Operating Company)

Firm:

Name
(Block Capitals)

Date

MODEL OF CERTIFICATE TO BE USED BY THE OPERATING COMPANY

CONSTRUCTION CERTIFICATE

CERTIFICATE No : C

Order Reference

Scheme Identifier

1. We hereby certify to the Scottish Ministers in respect of the construction of the following part of the Design or Design Element:

.....
(Name of Design or Design Element)

that reasonable professional skill and care has been taken by us in supervising the construction and completion of the Design or Design Element with a view to securing that the part of the Design or Design Element:-

- i complies with the Scottish Ministers requirements
- ii has been constructed in accordance with the Design or Design Element.

We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Contract between the Scottish Ministers and the Operating Company.

Signed:
DESIGNER (Team leader for Designer)

Firm:

Name
(Block Capitals)

Date:

Signed:.....
(On behalf of Operating Company)

Firm:

Name.....
(Block Capitals)

Date

MODEL OF CERTIFICATE TO BE USED BY THE OPERATING COMPANY

DEFECTS CORRECTION CERTIFICATE

CERTIFICATE No : DCC

Order Reference

Scheme Identifier

1. We hereby certify to the Scottish Ministers in respect of the Defects and Non-conformances to the following part of the Design or Design Element:

.....
(Name of Design or Design Element)

that reasonable professional skill and care has been taken by us in supervising the correction of the Defects and Non-conformances to that part of the Design or Design Element with a view to securing that the Defects and Non-conformances have been corrected and that part of the Design or Design Element now complies with the Scottish Ministers' Requirements and has now been constructed in accordance with the Design or Design Element.

We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Contract between the Scottish Ministers and the Operating Company.

Signed:
DESIGNER (Team leader for Designer)

Firm:

Name
(Block Capitals)

Date:

Signed:.....
(On behalf of Operating Company)

Firm:

Name.....
(Block Capitals)

Date

MODEL OF CERTIFICATE TO BE USED BY THE OPERATING COMPANY

COMPLETION CERTIFICATE

CERTIFICATE NO:- ComplC

Order Reference.....

Scheme Identifier.....

1. We hereby certify to the Scottish Ministers that we have supervised the construction and completion of the Works/Operations as defined in the Works Contract/Operating Company Contract* to which this Certificate relates and that we have exercised reasonable professional skill and care with a view to securing that such Works/Operations have been constructed in accordance with the requirements of the Design as set out in such Works Contract/Operating Company Contract*.

We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Contract between the Scottish Ministers and the Operating Company.

Signed: Firm.....
(On behalf of the Operating Company)

Name: Date:

* Delete as appropriate

MODEL OF CERTIFICATE TO BE USED BY THE OPERATING COMPANY

MAINTENANCE CERTIFICATE

CERTIFICATE NO: MC.....

Order Reference.....

Scheme Identifier.....

1. We hereby certify to the Scottish Ministers that we have supervised the Operations as defined in the Works Contract during the Period(s) of Maintenance for such Works Contract to which this certificate relates and that we have exercised reasonable professional skill and care with a view to securing that such Operations have been completed in accordance with such Works Contract.

In our opinion the Works Contractor completed his obligations to construct complete and maintain the Works under the Works Contract to which to which this certificate relates on
.....

We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in the Contract between the Scottish Ministers and the Operating Company.

Signed:.....
(On behalf of the Operating Company)

Firm

Name
(Block Capitals)

Date

MODEL OF CERTIFICATE TO BE USED BY THE OPERATING COMPANY

CONSULTATION CERTIFICATE

CERTIFICATE NO :- ConsuC.....

Order Reference.....

Scheme Identifier.....

Scheme Title

Route

CONSULTATION WITH(Name of Consultee)

1. We hereby certify to the Scottish Ministers in respect of :

.....
(Name of part of Design or Design Element)

that we have consulted with(Name of Consultee) and have ascertained that they have no objections to the part of Design or Design Element as described on the construction drawings listed in an attachment.

We agree that the words and phrases herein, unless otherwise stated, have the same meaning as attributed to them in this Contract between the Scottish Ministers and the Operating Company.

Signed:

Firm.
(On behalf of Operating Company)

Name:
(Block Capitals)

Date:

2. LIST OF CONSTRUCTION DOCUMENTS

.....

3. DECLARATION BY (Name of Consultee)

On behalf of (Name of Consultee) I confirm that

- (i) consultations referred to above have been completed as indicated above.
- (ii) (Name of Consultee) has no objections to the Design or Design Element as described on the drawings and documents listed in part 2 of this Consultation Certificate, and
- (iii) the drawings and documents listed in part 2 of this Consultation Certificate meet all known requirements of the Consultee.

Signed

Name
(Block Capitals)

duly authorised to sign on behalf of (Name of Consultee)

Date:

MODEL OF CERTIFICATE TO BE USED BY THE OPERATING COMPANY

APPROVAL IN PRINCIPLE

FORM TAI

Order Reference

Scheme Identifier.....

1. NAME OF SCHEME

- 1.1 Type of Road (from TD 27/96)
- 1.2 Permitted traffic speed (for a bridge give over and/or under).

2. NAME OF STRUCTURE

- 2.1 Obstacle crossed.

3. PROPOSED STRUCTURE

- 3.1 Description of Structure
- 3.2 Structural type)
- 3.3 Foundation type) Include reasons for choice
- 3.4 Span arrangements)
- 3.5 Articulation arrangements)
- 3.6 Parapet type
- 3.7 Proposed arrangements for inspection and maintenance
- 3.8 Materials and finishes
- 3.9 Estimated cost of proposed Structure together with other structural forms considered and the reasons for their rejection including comparative costs with date of estimates.

4. DESIGN/ASSESSMENT CRITERIA

- 4.1 Live Loading, Headroom
 - 4.1.1 HA loading
 - 4.1.2 HB loading units
 - 4.1.3 Footway or footbridge live loading.
 - 4.1.4 Provision for exceptional abnormal loads.
 - 4.1.4.1 Gross weight tonnes on vehicle No
 - 4.1.4.2 Axle load and spacing
 - 4.1.4.3 Air cushion tonnes overmx.....metres.
 - 4.1.4.4 Location of vehicle track on deck cross-section.
 - 4.1.5 Any special loading not covered above.
 - 4.1.6 Department heavy or high load route requirements and arrangements being made to preserve the route.
 - 4.1.7 Minimum headroom providedmetres.
 - 4.1.8 Relevant Authorities consulted and any special conditions required.
- 4.2 List of relevant documents from the TAS (dated from Annex B of BD 2).
 - 4.2.1 Additional relevant DMRB Standards published since the above edition of the TAS including amendments.
- 4.3 Proposed departures from standards given in 4.2 and 4.2.1
- 4.4 Proposed methods of dealing with aspects not covered by standards in 4.2 and 4.2.1.

5. STRUCTURAL ANALYSIS

- 5.1 Methods of analysis proposed for superstructure, substructure and foundations.
- 5.2 Description and diagram of idealised structure to be used for analysis.
- 5.3 Assumptions intended for calculation of structural element stiffness.
- 5.4 Proposed earth pressure coefficients (ka, ko and kp) to be used in Design for earth retaining elements.

6. GROUND CONDITIONS

- 6.1 Acceptance of interpretative recommendations of the soils report to be used in the Design and reasons for any proposed departures.

- 6.2 Describe foundations fully including the reasons for adoption of allowable and proposed bearing pressures/pile loads, strata in which foundations are located, provision for skin friction effects on piles and for lateral pressures due to compression of underlying strata and the like.
- 6.3 Differential settlement to be allowed for in Design for Structure.
- 6.4 Anticipated ground movements or settlement due to embankment loading, mineral extraction, flowing water, measures proposed to deal with these effect as far as they affect the Structure.
- 6.5 Results of tests of ground water and any counteracting measures proposed.

7. DESIGN CHECKS

- 7.1 Proposed category of structure.
- 7.2 If Category III, name of proposed Independent Checkers.
- 7.3 Erection proposals or temporary works for which the Contractor shall be required to arrange an independent check listing the parts of the Structure affected with reasons for recommending an independent Design check.

8. DRAWINGS AND DOCUMENTS

- 8.1 List of drawings (including numbers) and documents accompanying the submission.

9. THE ABOVE IS SUBMITTED FOR ACCEPTANCE

Signed Firm

Name Date
Designer (Team leader for Designer)

Signed Operating Company
(On behalf of the Operating Company)

Name Date
(Block Capitals)

10. THE ABOVE DEPARTURES FROM STANDARDS / ASPECTS FROM STANDARDS ARE REJECTED / AGREED

Signed
Director (Bridges Section)

Name Date
(Block Capitals)

11. THE ABOVE IS ACCEPTED SUBJECT TO THE AMENDMENTS AND CONDITIONS SHOWN BELOW

Signed
Director (Bridges Section)

Name Date
(Block Capitals)

INSTRUCTIONS FOR THE OPERATING COMPANY'S COMPLETION OF APPROVAL IN PRINCIPLE FORM TAI AND ASSOCIATED DOCUMENTS

- 1.1 The form TAI shall be completed and submitted in accordance with Standard BD 2 of DMRB Volume 1 Section 1, using the form as amended in this Annex 6.1/D of this Part 1 of Schedule 6 and the following further amendments. All references are to BD 2/02 of DMRB Volume 1 Section 1.
- 1.2 Annex A, Annexes A2 to A7 are not required.
- 1.3 Appendix A, TECHNICAL APPROVAL SCHEDULE, shall include but not be limited to
 - (i) Annex B to BD/02 – model TAS schedule
 - (ii) Annex B1 – schedules of documents relating to design and assessment of highway bridges and structures
 - (iii) Alpha-numerical index as per DMRB Volume 1 Section 0 Part 2
 - (a) BA Series
 - (b) BD Series
 - (c) BE Series
 - (d) Scottish Addenda
 - (e) Scottish Executive Enterprise and Lifelong Learning Department Interim Amendments
- 1.4 Annex B, Annexes B2 to B4 are not required.
- 1.5 Annex B1, add Scottish Addenda to Departmental Standards and Advice Notes to the list contained therein.
- 1.6 The alpha-numerical index as per DMRB Volume 1 Section 0 Part 2 referred to in paragraph 1.3 (iii) above shall be reproduced clearly identifying the standards which apply by striking through the standards that do not apply.

VARIATION ORDER

Form Number CON VO

OPERATING COMPANY

Unit

Scheme ID

Scheme Name

SHEET OF

Operating Company Address

VARIATION ORDER No:

TO:-

You are instructed to carry out the following variations in accordance with the Contract.

To include Site Instruction Reference (where appropriate) and Method of Payment

Signed:_____

Date:_____

Name (Print):_____

SCOTTISH MINISTERS' REQUIREMENTS

SCHEDULE 6 PART 1

DESIGN PROCUREMENT AND CERTIFICATION OF OPERATIONS AND WORKS

ANNEX 6.1/E – Model for Draft Tender Documents Checklist

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MODEL FOR DRAFT TENDER DOCUMENTS CHECKLIST

Unit :	_____
Route and Scheme Name:	_____ _____ _____
Scheme Identifier Number:	_____

Note: This model for draft tender documents checklist shall generally be for use with the ICE 5th Edition of the Conditions of Contract. The checklist shall be adapted as necessary by the Operating Company for use by the Operating Company with other forms of contract procurement which may be required to be used by the Operating Company and which is the subject of an Order.

Consent for any such other form of checklist for other forms of contract procurement shall require to 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) as contained within Volume 0 of the Manual of Contract Documents for Highway Works (including subsequent amendments) included? | <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 used and completed correctly? | <input type="checkbox"/> |
| 1.4 | (i) | Is the correct and up to date version of the conditions of contract based on the MCD included. | <input type="checkbox"/> |
| | (ii) | Are all amendments issued by the Scottish Executive applied? | <input type="checkbox"/> |
| 1.5 | (i) | Are any contract specific requirements to the conditions of contract, such as definitions of the Employer, Engineer and Special Requirements and the like included? | <input type="checkbox"/> |

- (ii) Are any changes listed in the Draft Tender Documents Certificate? ☐
- 1.6 Has the Director given written consent to any additional requirements to the model of the type of contract issued by the Director? ☐

2. SPECIFICATION **Yes/No/(N/A)**

- 2.1 (i) Is the correct Preamble and schedule of relevant publication dates included? ☐
- (ii) Is the most up to date Specification referred to in any Specification clause amendments? ☐
- 2.2 Are there any relevant clauses or paragraphs from the New Term Management and Maintenance Contracts included in the Specification (for example patching, traffic management and the like)? ☐
- 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)? ☐
- (ii) Is the Scottish Executive Interim Amendment No 12 included? ☐
- (iii) Are all such changes listed in the Draft Tender documents Certificate? ☐
- 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? ☐
- 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? ☐
- 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? ☐
- 2.8 Are schedules included for fencing, safety fencing and drainage as per NGSHW sample Appendices? ☐
- 2.9 (i) Are full earthworks requirements included? ☐

		Yes/No/(N/A)
	(ii) Has a full geotechnical investigation been carried out where required?	<input type="checkbox"/>
	(iii) 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 and the like) 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 per Volume 5 of Manual of Contract Documents for Highway Works?	<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"/>
3.	BILL OF QUANTITIES AND MILESTONE SCHEDULES	Yes/No/(N/A)
3.1	(i) Is 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"/>
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"/>

		Yes/No/(N/A)
3.4	(i) Has the Method of Measurement (including itemisation, item coverage and the like) been amended to cover new or non-standard items?	<input type="checkbox"/>
	(ii) Has cognisance been taken of non-standard items contained within the New 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 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?	
3.6	Are all preliminary items (traffic management, offices/messes, recovery vehicles, diversions and the like) 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 and the like)?	<input type="checkbox"/>
3.8	Are all maintenance painting of steel Structures amendments included as per Volume 5 of Manual of Contract Documents for Highway Works?	<input type="checkbox"/>
3.9	(i) Are Prime Cost, Provisional or Nominated Sub-contractor items correctly applied?	<input type="checkbox"/>
	(ii) Are provisional sums and the like reasonable?	<input type="checkbox"/>
4.	DRAWINGS	Yes/No/(N/A)
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, structural Works (Contractor Design) and the like?	<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 and the like included?	<input type="checkbox"/>
4.3	Have all drawings been checked and signed/initialled as such?	<input type="checkbox"/>

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

- 5.1 Has the written consent of the Director been obtained if this Contract is not lane rental or lane occupation charges have not been included? ☐
- 5.2 (i) Are the bonus/charge amounts or lane occupation charges for main Works and maintenance works defined in the Appendix to Form of Tender? ☐
- (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? ☐
- 5.3 (i) Is the working day correctly defined in the conditions of contract Clause 1? ☐
- (ii) Has the maximum duration of Works been defined in the Instructions for Tendering in accordance with SH 4/91 of the DMRB? ☐
- 5.4 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? ☐
- 5.5 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 and the like from Annex 6.1/D to this Part 1 of this Schedule 6 to the New 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/C to this Part 1 of this Schedule 6 to the 3rd 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: _____

Organisation: _____

Date: _____