

Q2b

Transport Scotland
Performance Audit Group Contract 2021

Each Tenderer shall submit an organogram showing the proposed staff structure for the service including reporting lines.

PAG Team

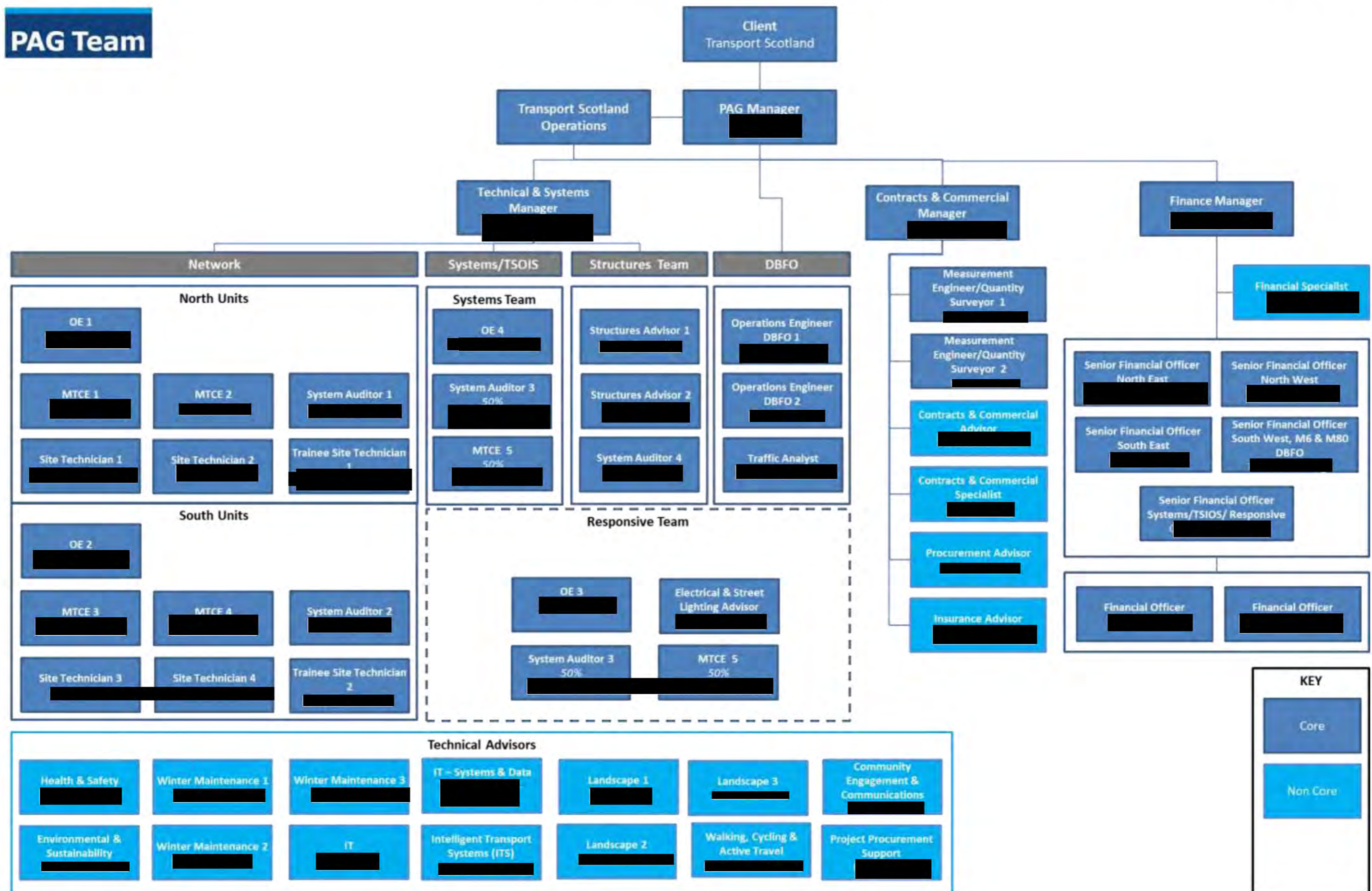


Figure 10: Organisation Chart

SCHEDULE 13 - MOTORWAYS PASSES

This page comprises Schedule 13 to the foregoing Contract between the Scottish Ministers and [Turner and Townsend Project Management Ltd.](#)

1 Requirements

- 1.1 In recognition of the potential danger of the environment, work on motorways and other high speed roads will generally be undertaken within the protection of traffic management arrangements.
- 1.2 However, in some situations, work off the carriageways of motorways can be undertaken safely without traffic management arrangements. In such situations, the Service Provider shall apply in advance to the Employer for special authority for any persons so to work. Such authority will be given by the Scottish Ministers by the issue of a motorway pass.
- 1.3 The Service Provider shall take responsibility for:
 - i) training of any of its employees, and any of the employees of its sub-contractors, who are to work on motorways,
 - ii) the planning and management of any activity on such motorways, and
 - iii) the actions of such employees when working on such motorways.
- 1.4 All applications from the Service Provider for motorway passes will be made on a standard proforma provided by the Employer. Such requests shall specifically identify:
 - i) the name of the person for whom the application is made,
 - ii) the activity to be undertaken and the section of motorway to which it relates,
 - iii) the start and end dates of the period for which the application is made,
 - iv) the reason why the activity is being proposed without traffic management,
 - v) how the individual shall operate when on the motorway, and
 - vi) the specific training on the health and safety risks that has been given to that person.
- 1.5 Motorway passes issued by the Director allow relaxation under Motorways Traffic (Scotland) Regulations 1995 in accordance with the terms of the application and the pass. The Service Provider will coordinate with the relevant Operating Company to ensure and procure that no other motorway working without traffic management arrangements is undertaken.
- 1.6 All work accessed using a motorway pass shall be planned and logged. The relevant Operating Company and the local police control room shall be informed prior to any such work being undertaken.

SCHEDULE 14 - ENVIRONMENTAL SUSTAINABILITY

This page comprises Schedule 14 to the foregoing Contract between the Scottish Ministers and [Turner and Townsend Project Management Ltd.](#)

1 Introduction

1.1 General Requirements

1.1.1 The Service Provider will follow the principles of the Scottish Government's and the Employer's requirements for sustainable development.

1.1.2 When undertaking any Services, the Service Provider will ensure all of its activities support and contribute towards the Scottish Ministers' objectives and targets for carbon reduction.

2 Requirements for Sustainability

2.1.1 The Service Provider shall have documented procedures to enable it to achieve the requirements of this Schedule 14 through planning and executing the Services including:

- i) the work of sub-contractors and sub-consultants,
- ii) the collection and reporting of data required by this Part, and
- iii) certification and compliance with statutory requirements including licences, environmental permits and exemptions to meet the requirements of this Contract.

2.2 The Transport Scotland Carbon Management System

2.2.1 The Service Provider shall supply and record all data required to meet the requirements for carbon reporting, carbon management and carbon accounting as detailed in the Employer's Carbon Management System. including

- i) Providing business mileage and vehicle makes and models used for providing the Services.
- ii) The total square metres of office or other buildings space used to provide the services along with the Energy Performance Certificate rating of the buildings, and the meter readings for the annual energy consumption for the buildings space used for providing the Services.

2.2.2 The Service Provider shall comply with the requirements of the Carbon Management System in accordance with the guidance contained within the system as amended by the Employer from time to time.

SCHEDULE 15 - THE M6 DBFO PROJECT

This and the following 7 pages comprise Schedule 15 to the foregoing Contract between the Scottish Ministers and [Turner and Townsend Project Management Ltd.](#)

DELEGATED POWERS OF THE SCOTTISH MINISTER'S AGENT

- 1 The Scottish Minister's have delegated all of their rights and functions with respect to the M6 DBFO Contract to the Scottish Minister's Agent for the M6 DBFO project with the exception of the following:**

Agreement

Part 1 : General

Clause 6 Delegation by Secretary of State

Part 2: The Project

Clause 11.2 The English Orders

Clause 11.3 Variations to English Orders

Clause 13.2 Extension of Completion Deadlines

Clause 13.3 Failure to meet Completion Deadlines

Clause 14.1 Substantial Completion and Issue of Permit to Use

Clause 14.2 Effect of Issue of Permit to Use

Clause 14.3 Final Completion

¹ Clause 15 Force Majeure

Clause 17 Access Rights & Maintenance of Connecting Roads

Clause 18 Sufficiency of Statutory Orders and Access Rights, and Exercise of Statutory Powers

Statutory Powers Part 3 : Variations Clause 19

Secretary of State's Variations

Clause 20 Financial Adjustments Consequential on Secretary of State's Variations to New Works

Requirements

Part 4: Financial Provisions

Clause 24 DBFO Payments

Clause 27 Invoicing & Payment

Part 5: Indemnities & Insurance

Clause 28.3 Secretary of State's Indemnity

Clause 29.6 Secretary of State's Right to Insure

Part 6: Defaults & Termination

Clause 30 Secretary of State's Remedies on Company Default

Clause 31 Termination of Agreement

Clause 32 Consequences of Termination

Part 7: Miscellaneous

Clause 34 Intellectual Property

Clause 36 Disputes Resolution

Schedules

Schedule 2: Part 1: General Conditions

Paragraph 13: Temporary Suspension of Progress

Schedule 2: Part 3: Specification

The Secretary of State shall be responsible for the additions, deletions and amendments to the following Appendix of the Specification.

2 Other Rights delegated to the Scottish Ministers' Agent are as follows:

- 2.1 The auditing of the Company's Quality System to be set up pursuant to Clause 16 (Quality Assurance) and thereafter monitoring and verification of the operation of such system, by inter alia carrying out audits and spot checks and making independent inspections and tests of any Plant or material which fails any test required under the terms of this Agreement;
- 2.2 The monitoring, review and approval of programmes for outstanding design, construction, commissioning, testing and for maintenance, prepared by the Company or the Contractor, and all amended or varied versions thereof;
- 2.3 Attendance at monthly site and other progress meetings, receipt and review of minutes and reports, receipt from the Company of monthly progress reports and forwarding the Scottish Ministers the abbreviated versions thereof and such other reports as may be required to comply with the requirements of Interested Parties;
- 2.4 The monitoring of the implementation of the environmental mitigation and landscaping measures, the requirements of the Relevant Authorities and protective measures for Interested Parties and the review of detailed proposals for environmental monitoring and the implications of such monitoring during the construction, operation and maintenance phases;
- 2.5 The making of requests for Scottish Ministers Variations and receipt and negotiation on consequential applications by the Company relating to compensation, extensions of time or direct loss and/or expense;
- 2.6 The receipt and dealing with all relevant matters submitted in accordance with the Review Procedure, including but not limited to requests for a Company's Variation and objections by the Company to any proposed Scottish Ministers Variation.
- 2.7 Checking and advising the Scottish Ministers of the amount of reimbursable costs of unsuccessful bidders by the Company in respect of a Scottish Ministers.
- 2.8 Receipt of, and dealing with, all relevant matters submitted in accordance with the Review Procedure, including but not limited to requests for a Company's Variation and objections by the Company to any proposed Scottish Ministers Variation;
- 2.9 Review of Design submissions prepared by the Designer on behalf of the Company in accordance with the Review Procedure.
- 2.10 The checking and reporting on the placing of all Design and construction related insurances required under the Agreement including policies and premium payments and also the bonding/guarantee arrangements;
- 2.11 The review and, where appropriate, commenting upon the Company's proposals for Volumetric Traffic Measurement Equipment to be submitted in accordance with Part 2 of Schedule 7.

- 2.12 The monitoring and review of the obtaining by the Company of consents and approvals from Relevant Authorities and compliance by the Company with the requirements of Interested Parties;
- 2.13 The review of requests for assistance in relation to access requirements of the Company for the purposes of carrying out ground investigations; Delegated Powers of the Scottish Ministers' Agent
- 2.14 The monitoring, review and commenting upon where appropriate the studies, surveys, tests and investigations proposed by the Company;
- 2.15 Keeping the Company informed with regard to the publication or promotion of Orders or other Statutory Instruments affecting the Agreement or the Company's Design;
- 2.16 Liaison with the Company on the production of designs and submissions to assist the Scottish Ministers in the production of the Orders rendered necessary by the Design.
- 2.17 Liaison with the Company on the publication of any revised Environmental Statement and keeping the Company informed of objections and comments received by the Scottish Ministers.
- 2.18 The monitoring of the implementation of baseline surveys for environmental matters and protective provisions for Third Parties;
- 2.19 The review of arrangements for the subsequent operation and maintenance of the existing road.
- 2.20 The monitoring and verification of the parts of the Quality System relating to operation, inspection and maintenance of the existing road;
- 2.21 The review of reports from the Designer on remedial and rectification work and instigation of further tests if considered necessary in accordance with the terms of the Agreement;
- 2.22 The review of the replacement of key staff and if necessary deciding on the requirement for the removal of staff or workpeople of the Company in accordance with the terms of the Agreement;
- 2.23 Carrying out spot checks on the setting-out of the Works;
- 2.24 The monitoring and the review where appropriate, of returns and records of safety, health and welfare, damage to persons and to property and of the rectification of any loss or damage to any part of the Works;
- 2.25 The receipt of notification of the discovery of any Fossils and Antiquities which become the property of the Scottish Ministers and the issue of instructions to the Company as to the manner of dealing with the same;
- 2.26 The instruction of the suspension of works or remedial measures in accordance with the terms of:
- 2.27 Paragraph 13 [Temporary Suspension of Progress] of Part 1 of Schedule 2;
- 2.28 Paragraph 15 [Temporary Suspension of Progress] of Part 1 of Schedule 4;
- 2.29 Paragraph 10.2 [Removal of Improper Work or Materials] of Part 1 of Schedule 2;
- 2.30 Paragraph 11.2 [Removal of Improper Work or Materials] of Part 1 of Schedule 4; and 2.31 Paragraph 12 [Urgent Repairs] of Part 1 of Schedule 4;
- 2.32 The monitoring and verification of the Quality System for operation, inspection and maintenance of the Project Road, including but not limited to the part of the Quality Plan for the Management of O&M Works and the part of the Quality Plan for Carrying Out the O&M Works.
- 2.33 Auditing the Company's Quality System including periodic monitoring spot checks and auditing of the Company's quality records referred to in Clause 16.1 of the Agreement.

- 2.34 Visiting the O&M Site and all offices and depots on predetermined and unannounced visits to monitor that the Operations comply with the terms of the Agreement, including (where this involves joining staff of the Company upon reasonable notice) joining staff of the Company on regular inspections, winter patrols, salting and ploughing operations, etc and taking samples of materials being used for analysis by independent laboratories.
- 2.35 Agreeing appropriate performance indicators with the Company and monitoring subsequent performance.
- 2.36 Carrying out comparisons of the Company's performance with respect to the maintenance of the remainder of Scotland's trunk road network.
- 2.37 Sample inspections of the Company's quality records.
- 2.38 Receiving regular reports from the Company.
- 2.39 Regular and exception reporting to the Scottish Ministers.
- 2.40 Providing recommendations of actions to the Scottish Ministers .
- 2.41 The review and monitoring of any proposals for modification to the Project Road as a result of any O&M Works, Local Authority Works or Developer Works.
- 2.42 The monitoring and spot checking of as-built record drawings for the Operations.
- 2.43 The review of reports on any Defects advised by the Company.
- 2.44 The monitoring and review, where appropriate, of returns and records of safety, health and welfare, damage to persons and to property and rectification of any loss or damage to any part of the Works;
- 2.45 The review and approval of Principal, General and Special Inspection reports for bridges and other structures via the SMS module within AMPS.
- 2.46 Review of the Company's Communications Strategy, Stakeholder list/engagement and Press/ Media Releases.
- 2.47 Review of the Company's Winter Service Plan
- 2.48 Review of the Company's Cost Saving proposals and Value for Money review.
- 2.49 Review of land the Company considers surplus to the O&M requirements.
- 2.50 Providing supplier feedback report on the Company.
- 2.51 Reviewing the Company's responses to third party questions/ enquiries including FOI's and providing any additional information.
- 2.52 The review of detailed proposals for inspection of both bridges and roadworks and monitoring any remedial works prior to hand-back to the Secretary of State.
- 2.53 The Company will perform calculations in accordance with Schedule 7: Financial, Parts 1 - 7 of the M6 DBFO Project Contract. The Scottish Ministers Agent will review and check these calculations and advise the Scottish Ministers on payment to be made to the Company within such timescales as required by the Scottish Ministers in order to meet their contractual obligations.

SCHEDULE 16 - M80 STEPPS TO HAGGS DBFO CONTRACT

This and the following 3 pages comprise Schedule 16 to the foregoing Contract between the Scottish Ministers and [Turner and Townsend Project Management Ltd.](#)

1. **The Scottish Minister's have delegated all of their rights and functions with respect to the O&M Works phase of the M80 Stepps to Haggs DBFO Contract to Scottish Minister's Agent for the M80 Stepps to Haggs DBFO project with the exception of the following:**

M80 Stepps to Haggs DBFO Contract (Design, Build, Finance & Operate) Agreement

Clause 8 Suspension of Access Rights

Clause 9A.Auckenkilns Defects

Sub Clause 9A.3 Scottish Ministers Election

Clause 10.3 Exercise of Statutory Powers

Clause 21 1991 Act

Sub Clause 21.2 Delegation of Statutory Functions

Sub Clause 21.6 The Scottish Ministers' Responsibilities

Clause 31 Payment Provisions

Sub Clause 31.1 Payment of Unitary Charge

Sub Clause 31.3 Payments

Clause 33 Compensation Events

Sub Clause 33.3 Consequences

Sub Clause 33.5 Disputes

Clause 34 Scottish Ministers Change

Sub Clause 34.1 Change in Service

Sub Clause 34.1A

Sub Clause 34.8 Disputes

Sub Clause 34.13 Scottish Ministers Payment of Capital

Sub Clause 34.14 Funding Unavailable for Capital Expenditure

Sub Clause 34.15 Capital Expenditure Payment Procedure

Clause 41 Termination on Company Default

Clause 43 Persistent Breach

Clause 44 Force Majeure

Clause 45 Corrupt Gifts and Fraud

Clause 46 Voluntary Termination By The Scottish Ministers

Clause 49 Transition to Another Company

Sub Clause 49.4 Treatment of Assets at Expiry Date

Clause 50 Indemnity

Sub Clause 50.4 Notification of Claims

Sub Clause 50.6 Costs of Claims

Clause 51 Insurance

Sub Clause 51.8 Breach
Clause 53 Sharing of Exceptional Cost and Exceptional Saving
Sub Clause 53.1 Scottish Ministers' Payment
Clause 55 Reinstatement
Clause 56 Uninsurable Risks
Clause 57 Terms and Conditions Which Become Unavailable
Clause 59 Freedom Of Information
Sub Clause 59.2 Request for Information
Sub Clause 59.7 Costs of Compliance
Sub Clause 59.8 Disclosure of Information
Clause 60 Dispute Resolution Procedure
Clause 63 Intellectual Property Rights
Clause 64 Assignment and Sub-Contracting
Sub Clause 64.2 Restriction on the Company
Clause 70 Public Relations, Publicity and Advertising
Part 4: Financial Provisions
Clause 24 DBFO Payments

2 Other Rights delegated to the Scottish Ministers' Agent are as follows:

- 2.1 The auditing of the Company's Quality System to be set up pursuant to
- 2.2 Clause 27 (Quality Assurance) and thereafter monitoring and verification of the operation of such system, by inter alia carrying out audits and spot checks and making independent inspections and tests of any Plant or material which fails any test required under the terms of this Agreement.
- 2.3 The monitoring, review and approval of programmes for outstanding Design, construction, completion, operation and maintenance of all activities and obligations specified in the O&M Works Requirements, prepared by the Company or the Contractor, and all amended or varied versions thereof.
- 2.4 Attendance at monthly site and other progress meetings, receipt and review of minutes and reports, receipt from the Company of monthly progress reports.
- 2.5 The monitoring of the implementation of the environmental mitigation and landscaping measures, the requirements of the Relevant Authorities and protective measures for Interested Parties and the review of detailed proposals for environmental monitoring and the implications of such monitoring during the O&M Works.
- 2.6 The review of Compensation Events.
- 2.7 The making of Scottish Ministers Notice of Changes on request by the Scottish Ministers and review of the Companies response including the Estimate;
- 2.8 The review of proposed Company's Changes.
- 2.9 Review of Design submissions prepared by the Designer on behalf of the Company.
- 2.10 The checking and reporting on the placing of all insurances and insurance reports (Joint Insurance Cost Report) required under the Agreement including policies and premium payments.

- 2.11 The monitoring and review of the obtaining by the Company of consents and approvals from Relevant Authorities and compliance by the Company with the requirements of interested parties;
- 2.12 The review of requests for assistance in relation to access requirements of the Company for the purposes of carrying out ground investigations;
- 2.13 The monitoring, review and commenting upon where appropriate the studies, surveys, tests and investigations proposed by the Company;
- 2.14 Keeping the Company informed with regard to the publication or promotion of Orders or other statutory instruments affecting the Agreement or the
- 2.15 Company's Design;
- 2.16 Liaison with the Company on the publication of any revised Environmental
- 2.17 Assessment Documentation and keeping the Company informed of objections and comments received by the Scottish Ministers;
- 2.18 The monitoring of the implementation of baseline surveys for environmental matters and protective provisions for Third Parties;
- 2.19 Review of arrangements for the operation and maintenance of the existing road.
- 2.20 The review of reports from the Designer on remedial and rectification work and instigation of further tests if considered necessary in accordance with the terms of the Agreement;
- 2.21 The review of the replacement of key staff and if necessary deciding on the requirement or the removal of staff or workpeople of the Company in accordance with the terms of the Agreement;
- 2.22 Carrying out spot checks on the setting-out of the O&M Works;
- 2.23 The monitoring and the review where appropriate, of returns and records of safety, health and welfare, damage to persons and to property and of the rectification of any loss or damage to any part of the O&M Works;
- 2.24 The receipt of notification of the discovery of any Fossils and Antiquities which become the property of the Scottish Ministers and the issue of instructions to the Company as to the manner of dealing with the same;
- 2.25 Advising the Scottish Ministers of the need for Scottish Ministers action in accordance with Clause 40 [Scottish Ministers Step-In]
- 2.26 Advising the Scottish Ministers of the need for Scottish Ministers action in accordance with Clause 43 [Persistent Breach]
- 2.27 The review of the detailed proposals for inspection and maintenance of the Project.
- 2.28 The monitoring and verification of the Quality System for operation, inspection and maintenance of the Project Road, including but not limited to the part of the Quality Plan for the Management of O&M Works and the part of the 2.29 Quality Plan for carrying Out the O&M Works.
- 2.30 Auditing the Company's Quality System including periodic monitoring spot checks and auditing of the Company's quality records.
- 2.31 Visiting the O&M Site and all offices and depots on predetermined and unannounced visits to monitor that the Operations comply with the terms of the Agreement, including (where this involves joining staff of the Company upon reasonable notice) joining staff of the Company on regular inspections, winter patrols, salting and ploughing operations, etc. and taking samples of materials being used for analysis by independent laboratories.

- 2.32 Agreeing appropriate performance indicators with the Company and monitoring subsequent performance.
- 2.33 Carrying out comparisons of the Company's performance with respect to the maintenance of the remainder of Scotland's trunk road network.
- 2.34 Sample inspections of the Company's quality records.
- 2.35 Receiving regular reports from the Company.
- 2.36 Regular and exception reporting to the Scottish Ministers.
- 2.37 Providing recommendations of actions to the Scottish Ministers.
- 2.38 The review and monitoring of any proposals for modification to the Project
- 2.39 Road as a result of O&M Works, Local Authority Works or Developer Works.
- 2.40 The monitoring and spot checking of as-built record drawings for the Operations.
- 2.41 The review of reports on any Defects advised by the Company.
- 2.42 The review and approval of Principal, General and Special Inspection reports for bridges and other structures via the SMS module within AMPS.
- 2.43 Review of the Company's Communications Strategy, Stakeholder list/engagement and Press/ Media Releases.
- 2.44 Review of the Company's Winter Service Plan
- 2.45 Review of the Company's Cost Saving proposals and Value for Money review.
- 2.46 Review of land the Company considers surplus to the O&M requirements.
- 2.47 Providing supplier feedback report on the Company.
- 2.48 Reviewing the Company's responses to third party questions/ enquiries including FOI's and providing any additional information.
- 2.49 The review of detailed proposals for inspection of both bridges and roadworks and monitoring any remedial works prior to hand-back to the Scottish Ministers.
- 2.51 The co-ordination of arrangements for the hand-back of all Major Works for Roads Purposes, Works for Roads Purposes, Plant and equipment to the Scottish Ministers at the end of the Project.
- 2.52 Reviewing the Calculation of the Monthly Unitary Charge for the New
- 2.53 Roads in accordance with provisions of Schedule 6 of M80 Stepps to Higgs DBFO Contract and advising the Scottish Ministers on payment to be made to the Company within such timescales as required by the Scottish Ministers in order to meet their contractual obligations.

SCHEDULE 17 - M8 M73 M74 MOTORWAY IMPROVEMENTS PROJECT

This and the following 3 pages comprise Schedule 17 to the foregoing Contract between the Scottish Ministers and [Turner and Townsend Project Management Ltd.](#)

1 The Scottish Minister's have delegated all of their rights and functions with respect to the O&M Works phase of the M8 M73 M74 Motorway Improvements DBFO Contract to the Scottish Minister's Agent for the M8 M73 M74 Motorway Improvements DBFO project with the exception of the following:

M8 M73 M74 Motorway Improvements DBFO (Design, Build, Finance & Operate) Agreement

Clause	8	Acquisition and Site Boundaries
Clause	10	Exercise of Statutory Powers
Clause	21	Apparatus
Sub Clause	21.2	Delegation and Representation in respect of Statutory Functions
Clause	21.3	The 1991 Act
Sub Clause	21.6	The Scottish Ministers' Responsibilities
Clause	32	Payment Provisions
Sub Clause	32.1	Payment of Unitary Charge
Sub Clause	32.3	Payments
Clause	34	Compensation Events
Sub Clause	34.3	Consequences
Clause	35	Scottish Ministers Change
Sub Clause	35.1	Change in Service
Sub Clause	35.8	Disputes
Sub Clause	35.11	Capital Expenditure
Sub Clause	35.12	Funding Unavailable for Capital Expenditure
Sub Clause	35.13	Scottish Ministers Payment of Capital Expenditure
Sub Clause	35.15	Capital Expenditure Payment Procedure
Clause	42	Termination on Company Default
Clause	44	Persistent Breach
Clause	45	Force Majeure
Clause	46	Corrupt Gifts and Fraud
Clause	47	Voluntary Termination By The Scottish Ministers
Clause	51	Transition to Another Company
Sub Clause	51.4	Treatment of Assets at Expiry Date
Clause	52	Indemnity
Sub Clause	52.4	Notification of Claims
Sub Clause	52.6	Costs of Claims
Clause	53	Insurance
Sub Clause	53.8	Breach

Clause	55	Reinstatement
Clause	56	Uninsurable Risks
Clause	57	Terms and Conditions Which Become Unavailable
Clause	60	Freedom Of Information
Sub Clause	60.2	Request for Information
Sub Clause	60.7	Costs of Compliance
Sub Clause	60.8	Disclosure of Information
Clause	61	Dispute Resolution Procedure
Clause	64	Intellectual Property Rights
Clause	65	Assignment and Sub-Contracting
Sub Clause	65.2	Restriction on the Company
Clause	71	Public Relations, Publicity and Advertising

2 Other Rights delegated to the Scottish Ministers' Agent are as follows:

- 2.1 The auditing of the Company's Quality System to be set up pursuant to
- 2.2 Clause 28 (Quality Assurance) and thereafter monitoring and verification of the operation of such system, by inter alia carrying out audits and spot checks and making independent inspections and tests of any Plant or material which fails any test required under the terms of this Agreement.
- 2.3 The monitoring, review and approval of programmes for outstanding Design, construction, completion, operation and maintenance of all activities and obligations specified in the O&M Works Requirements, prepared by the Company or the Contractor, and all amended or varied versions thereof.
- 2.4 Attendance at monthly site and other progress meetings, receipt and review of minutes and reports, receipt from the Company of monthly progress reports.
- 2.5 The monitoring of the implementation of the environmental mitigation and landscaping measures, the requirements of the Relevant Authorities and protective measures for Interested Parties and the review of detailed proposals for environmental monitoring and the implications of such monitoring during the O&M Works.
- 2.6 The review of Compensation Events.
- 2.7 The making of Scottish Ministers Notice of Changes on request by the Scottish Ministers and review of the Companies response including the Estimate;
- 2.8 The review of proposed Company's Changes.
- 2.9 Review of Design submissions prepared by the Designer on behalf of the Company.
- 2.10 The checking and reporting on the placing of all insurances and insurance reports (Joint Insurance Cost Report) required under the Agreement including policies and premium payments.
- 2.11 The monitoring and review of the obtaining by the Company of consents and approvals from Relevant Authorities and compliance by the Company with the requirements of interested parties;
- 2.12 The review of requests for assistance in relation to access requirements of the Company for the purposes of carrying out ground investigations;
- 2.13 The monitoring, review and commenting upon where appropriate the studies, surveys, tests and investigations proposed by the Company; PAG 2016 Agreement

- 2.14 Keeping the Company informed with regard to the publication or promotion of Orders or other statutory instruments affecting the Agreement or the
- 2.15 Company's Design;
- 2.16 Liaison with the Company on the publication of any revised Environmental
- 2.17 Assessment Documentation and keeping the Company informed of objections and comments received by the Scottish Ministers;
- 2.18 The monitoring of the implementation of baseline surveys for environmental matters and protective provisions for Third Parties Rights;
- 2.19 Review of arrangements for the operation and maintenance of the existing road.
- 2.20 The review of reports from the Designer on remedial and rectification work and instigation of further tests if considered necessary in accordance with the terms of the Agreement;
- 2.21 The review of the replacement of key staff and if necessary deciding on the requirement for the removal of staff or workpeople of the Company in accordance with the terms of the Agreement;
- 2.22 Carrying out spot checks on the setting-out of the O&M Works;
- 2.23 The monitoring and the review where appropriate, of returns and records of safety, health and welfare, damage to persons and to property and of the rectification of any loss or damage to any part of the O&M Works;
- 2.24 The receipt of notification of the discovery of any Fossils and Antiquities which become the property of the Scottish Ministers and the issue of instructions to the Company as to the manner of dealing with the same;
- 2.25 Advising the Scottish Ministers of the need for Scottish Ministers action in accordance with Clause 41 [Scottish Ministers Step-In]
- 2.26 Advising the Scottish Ministers of the need for Scottish Ministers action in accordance with Clause 44 [Persistent Breach]
- 2.27 The review of the detailed proposals for inspection and maintenance of the Project.
- 2.28 The monitoring and verification of the Quality System for operation, inspection and maintenance of the Project Road, including but not limited to the part of the Quality Plan for the Management of O&M Works and the part of the
- 2.29 Quality Plan for carrying Out the O&M Works.
- 2.30 Auditing the Company's Quality System including periodic monitoring spot checks and auditing of the Company's quality records.
- 2.31 Visiting the O&M Site and all offices and depots on predetermined and unannounced visits to monitor that the Operations comply with the terms of the Agreement, including (where this involves joining staff of the Company upon reasonable notice) joining staff of the Company on regular inspections, winter patrols, salting and ploughing operations, etc and taking samples of materials being used for analysis by independent laboratories.
- 2.32 Agreeing appropriate performance indicators with the Company and monitoring subsequent performance.
- 2.33 Carrying out comparisons of the Company's performance with respect to the maintenance of the remainder of Scotland's trunk road network.
- 2.34 Sample inspections of the Company's quality records.
- 2.35 Receiving regular reports from the Company.

- 2.36 Regular and exception reporting to the Scottish Ministers.
- 2.37 Providing recommendations of actions to the Scottish Ministers.
- 2.38 The review and monitoring of any proposals for modification to the Project
- 2.39 Road as a result of O&M Works, Local Authority Works or Developer Works.
- 2.40 The monitoring and spot checking of as-built record drawings for the Operations.
- 2.41 The review of reports on any Defects advised by the Company.
- 2.42 The review and approval of Principal, General and Special Inspection reports for bridges and other structures via the SMS module within AMPS.
- 2.43 Review of the of the 1 year and 3 year Project Reports.
- 2.44 Review of the Company's Communications Strategy, Stakeholder List/Engagement and Press/ Media Releases.
- 2.45 Review of the Company's Winter Service Plan
- 2.46 Review of the Company's Cost Saving proposals and Value for Money review.
- 2.47 Review of land the Company considers surplus to the O&M requirements.
- 2.48 Providing supplier feedback report on the Company.
- 2.49 Reviewing the Company's responses to third party questions/ enquiries including FOIs and providing any additional information.
- 2.50 The review of detailed proposals for inspection of both bridges and 2.51 roadworks and monitoring any remedial works prior to hand-back to the Scottish Ministers.
- 2.52 The co-ordination of arrangements for the hand-back of all Works, Constructional Plant and equipment to the Scottish Ministers at the end of the Project.
- 2.53 Reviewing the Calculation of the Monthly Unitary Charge for the New Roads in accordance with provisions of Schedule 6 of M8 M73 M74 Motorway Improvements DBFO Contract and advising the Scottish Ministers on payment to be made to the Company within such timescales as required by the Scottish Ministers in order to meet their contractual obligations.