

SILVERTOWN TUNNEL

Volume 3: Project Agreement – Schedules 2 to 31

Schedule 16 – Records and Reporting

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SCHEDULE 16

RECORDS AND REPORTING

Part 1 - Records

1. Project Co requirements

- 1.1 Project Co shall collect and retain, until twelve (12) years after the End Date unless stated otherwise, records in accordance with this Part 1 (*Records*) and other records in such number and form and at the time and frequency specified elsewhere in this Agreement.
- 1.2 Project Co shall retain records in a suitable secure storage facility, in format(s) to be agreed with TfL prior to the Permit to Use Date and managed to allow immediate retrieval or retrieval upon reasonable notice of a request.
- 1.3 Project Co shall ensure that the Health and Safety File and other information related to the day to day management of the Project will be immediately available on request by TfL.
- 1.4 Project Co shall prepare and file all records electronically in accordance with the requirements of Part 5 (*Information Management*) of Schedule 8 (*Management Systems*) or, if no such requirements are specified in Part 5 (*Information Management*) of Schedule 8 (*Management Systems*), as otherwise agreed by TfL.
- 1.5 Project Co shall review and modify the storage medium for records as necessary to ensure the retained records remain retrievable, readable and fit for purpose for the period referred to in paragraph 1.1.
- 1.6 Project Co shall regularly back up data as security against loss and/or failure of the primary storage system.
- 1.7 Project Co shall ensure that hard copies of the Health and Safety File and other Safety Documentation are available for emergency use in the event of temporary loss of access to electronic data storage systems.

2. Design record details

- 2.1 Project Co shall ensure that the following design related records are retained for the period specified in the "Retention Period" column of Table 1 (*Design Record Details*):

Table 1 - Design Record Details

Item	Description of record	Retention Period
1.1	Design manual containing all relevant design standards, codes of practice, design loadings, design parameters and product data sheets for all components and parts.	Twelve (12) years after the Permit to Use Date or the relevant Handover Certificate.
1.2	Full set of all relevant design assumptions and final design calculations for all parts of the permanent works, including details of the influence of design on construction methods and any changes or any remedial works during construction.	Until the End Date.

Item	Description of record	Retention Period
1.3	Full set of planning applications made by Project Co and any approvals provided, that are required to enable Project Co to comply with the Transferred DCO Functions.	Until the End Date.
1.4	Full set of drawings and models issued for construction.	Until issue of the relevant Health and Safety Files containing such drawings and models.
2.5	Full set of technical specifications issued for construction.	Until issue of the relevant Health and Safety Files.
2.6	Full set of certificates issued or received under the Certification Procedure and the Review Procedure.	Twelve (12) years after the Permit to Use Date or the relevant Handover Certificate.

3. Construction record details

- 3.1 Project Co shall ensure that the following construction related records are retained for the period specified in the "Retention Period" column of Table 2 (*Construction Record Details*):

Table 2 - Construction Record Details

Item	Description of record	Retention Period
2.1	Full set of progress photographs recording the construction of the Works, including video recordings of important operations.	Twelve (12) years after the Permit to Use Date or the relevant Handover Certificate.
2.2	Full set of construction records relating to progress, testing of materials and monitoring of standards of workmanship.	Twelve (12) years after the Permit to Use Date or the relevant Handover Certificate.
2.3	Full set of construction monitoring records relating to the Transferred DCO Functions, environmental monitoring, sustainability and Key Performance Indicators.	Twelve (12) years after the Permit to Use Date or the relevant Handover Certificate.
2.4	Full set of ongoing as-built drawings and schedules incorporating all changes to the design and all remedial works during construction.	Until issue of the relevant Health and Safety Files containing the relevant drawings and schedules.
2.5	Full set of as-built records including final as-built details and dimensions.	Until the End Date.
2.6	Full set of records of major temporary works, including loadings imposed on the permanent works during construction.	Twelve (12) years after the Permit to Use Date or the relevant Handover Certificate.
2.7	Full set of certificates issued or received in relation to construction and the Handover Requirement.	Twelve (12) years after the Permit to Use Date or the relevant Handover Certificate.
2.8	Full set of Liaison Procedures and other documents and data in connection with Part 3 (<i>Liaison Procedures</i>) of Schedule 6 (<i>Interested Parties, Third Parties and Liaison Procedures</i>).	Twelve (12) years after the Permit to Use Date or the relevant Handover Certificate.

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Item	Description of record	Retention Period
2.9	Full set of records relating to performance and compliance with Schedule 7 (<i>Responsible Procurement</i>).	Twelve (12) years after the Permit to Use Date or the relevant Handover Certificate.
2.10	Full set of health and safety records including inductions, training, inspections and testing of equipment for construction.	Twelve (12) years after the Permit to Use Date.
2.11	Full set of health and safety records including inductions, training, inspections and testing of equipment for operation and maintenance.	Until the End Date.
2.12	Full set of evidence of use of Legal Timber (as defined in Schedule 7 (<i>Responsible Procurement</i>)).	Twelve (12) years after delivery to the Site of such Legal Timber (as defined in Schedule 7 (<i>Responsible Procurement</i>)).

SCHEDULE 16

RECORDS AND REPORTING

Part 2 - Reports

1. General

- 1.1 Project Co shall submit reports to TfL in accordance with this Part 2 (*Reports*) and other reports in such number and form, and at the time and frequency, specified elsewhere in the Project Agreement for the Agreement Period.
- 1.2 Reports shall be submitted in the format required by Part 5 (*Information Management*) of Schedule 8 (*Management Systems*) or, if no such requirements are specified in Part 5 (*Information Management*) of Schedule 8 (*Management Systems*), as otherwise agreed by TfL.
- 1.3 Notwithstanding paragraph 1.2, TfL may, in its absolute discretion, provide Project Co with comments on the format and/or style of any report previously submitted to TfL under this Part 2 (*Reports*), and Project Co shall take into account such comments and update the format and/or style (as applicable) of the relevant report prior to the next reporting date for such report specified in this Part 2 (*Reports*).

2. Periodic Reports

- 2.1 Project Co shall submit the following reports to TfL periodically, at the times specified for each type of document:
 - 2.1.1 Design and Construction Reports in accordance with paragraph 5 (*Design and Construction Report*);
 - 2.1.2 Operation and Maintenance Reports in accordance with paragraph 6 (*Operation and Maintenance Report*);
 - 2.1.3 Project Co Management Reports in accordance with paragraph 7 (*Management Report*);
 - 2.1.4 Payment Reports in accordance with paragraph 8 (*Payment Reports*); and
 - 2.1.5 Data Reports in accordance with paragraph 9 (*Data Reports*).

3. Annual Reports

- 3.1 Project Co shall submit the following reports to TfL annually, at the times specified for each type of document:
 - 3.1.1 Annual Design and Construction Review in accordance with paragraph 10 (*Annual Design and Construction Review*);
 - 3.1.2 Annual Operation and Maintenance Review in accordance with paragraph 11 (*Annual Operation and Maintenance Review*);
 - 3.1.3 Annual Programme in accordance with paragraph 12 (*Annual Programme*);

3.1.4 Annual Management Report in accordance with paragraph 13 (*Annual Management Report*); and

3.1.5 Annual Payment Report in accordance with paragraph 14 (*Annual Payment Report*).

4. Additional Reports

4.1 Project Co shall submit the following additional reports and information to TfL:

4.1.1 financial information in accordance with paragraph 15 (*Financial information*);

4.1.2 auditor's reports in accordance with paragraph 16 (*Auditors Report*);

4.1.3 Accident and Incident Reports in accordance with paragraph 17 (*Accident and Incident Reports*);

4.1.4 Health and Safety File(s) in accordance with the CDM Regulations and clause 13.19 (*CDM Regulations*);

4.1.5 responsible procurement reports in accordance with paragraph 18 (*Responsible Procurement Reports*);

4.1.6 survey, investigation and test reports in accordance with paragraph 19 (*Survey, investigation, inspection and test reports*);

4.1.7 Quarterly Planned Services Performance Reports in accordance with paragraph 21 (*Quarterly Planned Services Performance Report*).

5. Design and Construction Report

5.1 From the Effective Date until the earlier of the Permit to Use Date and the Termination Date, Project Co shall submit to TfL within five (5) Working Days after the end of each TfL Reporting Period a design and construction report covering all aspects of the Works, including:

5.1.1 a summary of all activities conducted by Project Co, its Affiliates and Sub-Contractors in relation to the Works;

5.1.2 a summary of all design activities, including the status of design information submitted for planning approval and design information submitted through the Review Procedure;

5.1.3 a record of applications and discharges made pursuant to the Transferred DCO Functions and Transferred Third Party Functions (where applicable);

5.1.4 a record of the findings of any plans produced pursuant to the Code of Construction Practice, where relevant to the TfL Reporting Period;

5.1.5 a summary of any liaison with Interested Parties;

5.1.6 the Project Co Detailed Works Programme (in the format of XER file plus PDF of full programme and major milestones), updated in accordance with paragraph 1.3 of Part 2 (*Project Co Detailed Works Programme*) of Schedule 2 (*Programme*), with supportive narrative;

- 5.1.7 a summary of any problems encountered in performing the Works and proposed mitigation to resolve such problems;
- 5.1.8 details of any accidents or incidents that have occurred during the construction of the Works, including those reportable under the Health and Safety Regime;
- 5.1.9 a summary of environmental matters and environmental monitoring including the Environmental Performance Report required in accordance with Part 4 (*Environmental Management System*) of Schedule 8 (*Management Systems*) and details of any non-conformances against DCO requirements and conditions;
- 5.1.10 details of risk management including:
 - a. identification, assessment and planned management of emerging hazards and associated risks, including risk owners, actions and proposed mitigation measures; and
 - b. feedback on management of existing hazards and associated risks;
- 5.1.11 details of any non-conformances against Project Co management systems and plans;
- 5.1.12 an overview of major activities and events planned for the following month, including any proposed Temporary Traffic Management Measures; and
- 5.1.13 the date on which Project Co expects the Permit to Use to be issued, (the "**Design and Construction Report**").

6. Operation and Maintenance Report

- 6.1 From the Permit to Use Date until the End Date, Project Co shall submit to TfL within five (5) Working Days after the end of each calendar month an operation and maintenance report covering all aspects of the operation and maintenance of the Project Roads and Project Facilities occurring in the relevant calendar month, including:
 - 6.1.1 a summary of inspections, surveys and tests carried out and details of any Defects or other problems encountered;
 - 6.1.2 a summary of liaison with Interested Parties, including other relevant parts of TfL;
 - 6.1.3 a summary of activities carried out in relation to the RTS Regulations, Authorised Functions and other responsibilities;
 - 6.1.4 a summary of routine maintenance, reactive maintenance, cyclic maintenance and programmed maintenance activities carried out, including winter service when applicable;
 - 6.1.5 a summary of any problems encountered in performing the Services and proposed mitigation;
 - 6.1.6 a summary of responses to accidents and incidents provided, including location and details of each accident or incident;

- 6.1.7 a summary of all lane closures occurring, whether resulting in Deductions or not;
- 6.1.8 details of any accidents or incidents that have occurred in the performance of operation and maintenance activities, including those reportable under the Health and Safety Regime;
- 6.1.9 a summary of environmental matters and environmental monitoring, including the Environmental Performance Report required in accordance with Part 4 (*Environmental Management System*) of Schedule 8 (*Management Systems*);
- 6.1.10 details of any non-conformances against Project Co management systems and plans; and
- 6.1.11 an overview of maintenance activities planned for the following calendar month, (the "**Operation and Maintenance Report**").

7. Management Report

7.1 From:

- 7.1.1 the Effective Date until the Permit to Use Date, within five (5) Working Days after the end of each Tfl Reporting Period (unless agreed otherwise by Tfl); and
- 7.1.2 the Permit to Use Date until the End Date, within five (5) Working Days after the end of each calendar month,

Project Co shall submit to Tfl a management report covering all aspects of Project Co's management of the Project in the relevant Tfl Reporting Period or calendar month (as applicable), including:

- 7.1.3 Project Co's health and safety report covering all issues affecting the health, safety and welfare of the workforce, including key subcontractors' workforce and the public;
- 7.1.4 Project Co's environmental report covering compliance with requirements of the DCO, including obligations and achievement of targets;
- 7.1.5 Project Co's update on progress in delivering the Community Engagement Plan, including notes for meetings with the Tfl Communications and Engagement Manager;
- 7.1.6 a summary of all meetings held, including with other parties pursuant to the Liaison Procedures;
- 7.1.7 a summary of all enquiries and complaints received and actions taken;
- 7.1.8 a summary of all press reports, publicity and public relations activities relating to the Project during the relevant Tfl Reporting Period or calendar month (as applicable);
- 7.1.9 a summary of all management systems audits carried out in the Tfl Reporting Period or calendar month (as applicable);

- 7.1.10 a summary of Project Co's performance in relation to the Project Co Initial Performance Management Plan for the twelve (12) month period following the Effective Date, each Performance Management Plan, those Key Performance Indicators relevant to the TfL Reporting Period or calendar month (as applicable), and any other items required to be reported pursuant to Schedule 15 (*Design & Construction Performance Monitoring*);
- 7.1.11 analysis and status review of all management system non-conformances and/or breaches of this Agreement, including any instances where Performance Points are awarded pursuant to Schedule 15 (*Design & Construction Performance Monitoring*) and notices issued by TfL in relation to performance;
- 7.1.12 any grounds for a Dispute which have occurred or which may reasonably be foreseen as likely to occur, including any dispute or disagreement relating to any comment made by TfL pursuant to the Review Procedure;
- 7.1.13 any substantial disagreements between Project Co, its Sub-Contractors and key subcontractors material to the design or construction of the Works or the operation and maintenance of the Project Facilities; and
- 7.1.14 proposed measures to be taken by Project Co in management and mitigation of any non-compliance, breach, dispute or disagreement noted in the report,

(the "**Project Co Management Report**").

8. Payment Reports

- 8.1 Project Co shall deliver to TfL the Payment Reports in accordance with clause 27.3 (*Payment Report*).

9. Data Reports

- 9.1 From the Permit to Use Date to the End Date, within five (5) Working Days after the end of each calendar month, Project Co shall submit to TfL a data report covering details of all accidents, incidents, closures and unavailability, formatted in accordance with TfL requirements for reporting on tunnel performance on all London road tunnels (the "**Data Report**").

10. Annual Design and Construction Review

- 10.1 From the Effective Date until the first anniversary of the Permit to Use Date, Project Co shall submit to TfL within thirty (30) Working Days of such anniversary an annual design and construction review covering:
 - 10.1.1 a summary of design packages submitted through the Review Procedure including outcomes of the Review Procedure;
 - 10.1.2 a summary of progress on main construction items against the Project Co Detailed Works Programme;
 - 10.1.3 a summary of performance against environmental, sustainability and responsible procurement requirements;
 - 10.1.4 a schedule of design packages to be submitted in the following year;

10.1.5 a summary and programme of main construction activities planned for the following year; and

10.1.6 the anticipated Permit to Use Date,

(the "**Annual Design and Construction Review**").

11. Annual Operation and Maintenance Review

11.1 From the Permit to Use Date to the End Date, Project Co shall submit to TfL within thirty (30) Working Days of the end of each Agreement Year of the Availability Period an operation and maintenance review covering:

11.1.1 an analysis of accidents and incidents on or relating to the Project Facilities, identifying any accident patterns together with proposals for mitigation;

11.1.2 an analysis of the effect of any mitigation introduced following previous annual reviews of accidents and incidents;

11.1.3 an analysis of inspections and maintenance work carried out, identifying any problems or patterns of unexpected maintenance frequency, together with proposals for mitigation;

11.1.4 an analysis of the effect of any mitigation introduced following previous annual reviews of maintenance work;

11.1.5 an analysis of the condition of the assets that have been inspected in the year; and

11.1.6 a report on Project Co's review of operation and maintenance procedures and documentation, together with the issue of updated versions of documents where necessary,

(the "**Annual Operation and Maintenance Review**").

12. Annual Programme

12.1 From the Permit to Use Date to the End Date, Project Co shall submit its Annual Programme for TfL review in accordance with the requirements of Schedule 18 (*Operation and Maintenance Requirements*).

13. Annual Management Report

13.1 From the Effective Date until the End Date, Project Co shall submit to TfL within thirty (30) Working Days of the anniversary of the Effective Date an annual management report containing:

13.1.1 consolidated summaries based on the Project Co Management Reports required in accordance with paragraph 7 (*Management Report*); and

13.1.2 an annual non-technical summary report to be made available electronically and for distribution to Relevant Authorities, Third Parties and other Interested Parties,

(the "**Annual Management Report**").

14. Annual Payment Report

14.1 From the Permit to Use Date to the End Date, Project Co shall submit to TfL within thirty (30) Working Days of each anniversary of the Permit to Use Date an Annual Payment Report containing consolidated data from the monthly Payment Reports produced in accordance with clause 27.3 (*Payment Report*) and a forecast of anticipated payments for the following year.

15. Financial information

15.1 Project Co shall deliver to TfL the financial information, annual report and accounts in accordance with clause 44.4(a)(i) to clause 44.4(a)(iv).

16. Auditors Report

16.1 If, at any time during the provision of the accounts referred to in paragraph 15 (*Financial information*), TfL notifies Project Co of any matter which gives TfL concern and which arises in connection with anything in such documents, Project Co shall instruct its auditors to prepare within sixty (60) Working Days a report on the relevant matter, giving such further information, amplification or explanation as is reasonable having regard to the contents of TfL’s notification.

16.2 Project Co shall provide TfL with a copy of the report referred to in paragraph 16.1 within five (5) Working Days of Project Co’s receipt from its auditors.

17. Accident and Incident Reports

17.1 Immediately upon the occurrence of any Major Road Accident or RIDDOR reportable incident on or in relation to the Works or the Project Facilities, Project Co shall notify TfL of the relevant event providing such information as is then available.

17.2 As soon as practicable and in any event within twenty four (24) hours of a Major Road Accident or RIDDOR reportable incident, Project Co shall submit to TfL an accident and incident report setting out details of such Major Road Accident or RIDDOR reportable incident and, to the extent they are known, the causes of such Major Road Accident or RIDDOR reportable incident (the "**Accident and Incident Report**"), and Project Co shall thereafter promptly report to TfL any additional details of such Major Road Accident or RIDDOR reportable incident or its causes which become known to it.

17.3 On request by TfL, Project Co shall investigate the circumstances of any accident or incident on or in relation to the Works or Project Facilities (whether or not falling within the scope of paragraph 17.1 or paragraph 17.2) and shall:

17.3.1 comply with reporting requirements specified in Part 3 (*Health and Safety Management System*) of Schedule 8 (*Management Systems*);

17.3.2 as soon as practicable and in any event no later than ten (10) Working Days following such request, submit to TfL an initial written report setting out details of such accident or incident and, to the extent they are known, the causes of such accident or incident; and

17.3.3 after twenty (20) Working Days submit to TfL a full report in relation to such accident or incident.

17.4 Following the delivery of the report in paragraph 17.3.3, Project Co shall thereafter promptly report to TfL any additional details of the relevant accident or incident or its causes which become known to it.

18. Responsible Procurement Reports

18.1 From the Effective Date to the End Date Project Co shall submit to TfL reports and information in accordance of the requirements of Schedule 7 (*Responsible Procurement*).

19. Survey, investigation, inspection and test reports

19.1 From the Effective Date to the End Date, Project Co shall provide TfL with copies of:

19.1.1 reports on surveys and investigations carried out by or for Project Co in relation to the Project;

19.1.2 results of all testing carried out in relation to design and construction of the Works and carrying out of the Services; and

19.1.3 reports on all periodic and ad-hoc inspections of the Project Facilities.

20. Ad-hoc information

20.1 Project Co shall, within five (5) Working Days of any request, provide TfL with any other information relating to the Project as may reasonably be requested by TfL from time to time.

21. Quarterly Planned Services Performance Report

21.1 From the Permit to Use Date until the End Date, no later than five (5) Working Days following the end of each calendar quarter, Project Co shall submit to TfL a report which sets out:

21.1.1 a list of all activities contained in the then current Annual Programme, with those activities completed in such quarter clearly marked;

21.1.2 a list of all activities that were planned for such quarter in the then current Annual Programme; and

21.1.3 a list of all activities that were planned for such quarter in the then current Annual Programme which have been expressly waived by TfL in writing,

(the "**Quarterly Planned Services Performance Report**").