

Schedule 21: Reporting

Part 1 – General

1. Reporting generally

1.1 Contractor to provide Reports

The Contractor must provide the Transport Agency with the Reports specified in this Schedule 21, within the time periods required by this Schedule.

1.2 Form and delivery of Reports

The prescribed form and modes of delivery of Reports required under this Schedule 21 may be varied from time to time by written notification from the Transport Agency (acting reasonably) to the Contractor.

1.3 Truth and accuracy of Reports

Each Report provided by the Contractor under this Schedule 21 must be complete and correct, and not false or misleading in any material particular.

Part 2 – Reporting obligations - Contract Term

2. Annual Compliance Certificate

The Contractor must, within seven days of each anniversary of the Execution Date, procure that two of the Contractor's directors provide the Transport Agency with a written Compliance Certificate on behalf of the Contractor in substantially the form set out in Appendix A (Compliance Certificate), signed by each of them on behalf of the Contractor.

3. Statutory Report

3.1 Obligation to provide

The Contractor must, within 10 Business Days after the end of each Quarter, provide to the Transport Agency a statutory Report (**Statutory Report**).

3.2 Form of Report

Each Statutory Report must be in the form, and contain the information, reasonably required by the Transport Agency in respect of the Project (as may be updated on reasonable notice from time to time), with regard to the Transport Agency's legislative and public sector reporting obligations (including under the Crown Entities Act 2004 and the Public Finance Act 1989).

3.3 Delivery requirements

Each Statutory Report must be delivered by email to the Transport Agency's Representative and filed in the Contractor's shared site, in a soft copy format readable by the Transport Agency.

4. **Asset Condition Survey**

4.1 **Obligation to provide**

The Contractor undertakes to procure an independent Asset Condition Survey in the ninth Contract Year following Service Commencement. The Contractor must, within 20 Business Days of receipt of the survey, provide a copy to the Transport Agency.

Part 3 – Reporting Obligations – Works Provisioning

5. Monthly Progress Report

5.1 Obligation to provide

During the course of Works Provisioning, the Contractor must, within 10 Business Days of the end of each calendar month, provide to the Transport Agency and the Independent Reviewer a monthly progress report (**Monthly Progress Report**).

5.2 Form of Report

Each Monthly Progress Report shall include:

- (a) comparisons of actual and planned progress using Gantt (or similar) and schematic charts together with detailed descriptions of progress, details of any events or circumstances that may impact the Works Provisioning, and measures being (or to be) adopted to overcome delays;
- (b) an updated Construction Programme;
- (c) photographs in a form to be specified by the Transport Agency showing the status of construction and progress of the Works Provisioning;
- (d) a summary of any problems encountered during the Works Provisioning;
- (e) a list of all non-conformances, corrective action reports and quality plan statements issued;
- (f) a summary of environmental matters, including compliance with Consents and monitoring of Consents;
- (g) comment on activities relating to stakeholder engagement and public relations;
- (h) a site safety report, including summary safety statistics and details of any hazardous incidents, accidents or points of interest, including near misses;
- (i) weather records, including the amount of rainfall recorded at the P2Wk Project Site for each day of the previous month;
- (j) an updated risk register, including detail of any emerging risks;
- (k) copies of quality assurance documents, test results and certificates of materials where required by the Independent Reviewer;
- (l) issues relating to landowners, the Adjoining Properties, the Third Party Property Agreements or the Neighbour Agreements; and
- (m) any additional information required under the Base Agreement or Schedule 11 (Works Requirements) or by the Transport Agency or the Independent Reviewer.

5.3 Delivery requirements

Each Monthly Progress Report must be delivered by email to the Transport Agency's Representative and the Independent Reviewer and filed in the Contractor's shared site, in a soft copy format readable by the Transport Agency and the Independent Reviewer.

6. Construction Incident Report

6.1 Notice and obligation to provide

During the course of Works Provisioning, the Contractor must, as soon as possible and in any event within:

- (a) 24 hours of any Construction Incident, provide notice to the Transport Agency of the Construction Incident, including an initial assessment of:
 - (i) the extent of any property damage and severity of any personal injury; and
 - (ii) any immediate or potential threat to the safety of any person, the Contractor, the general public, the State Highway network, the Auckland Transport road network or the Transport Agency; and
- (b) 48 hours of any Construction Incident, provide to the Transport Agency a Construction Incident report (**Construction Incident Report**).

6.2 Form of Report

Unless otherwise agreed by the parties, each Construction Incident Report must include:

- (a) a description of the nature of the Construction Incident;
- (b) the location, time and date of the Construction Incident;
- (c) a description of the circumstances of the Construction Incident, including:
 - (i) conditions at the time of the Construction Incident;
 - (ii) where the Construction Incident occurs on an existing road, the road condition at the time of the Construction Incident, including any traffic management activity or equipment;
 - (iii) photograph images; and
 - (iv) any Sub-contractor log of the Construction Incident;
- (d) a description of the response to the Construction Incident;
- (e) a description of the disruption to the Works Provisioning and any impact on the P2Wk Project (to the extent such information is able to be determined by the Contractor);
- (f) a description of any damage to the P2Wk Project;
- (g) the number and description of any plant, vehicles involved in the Construction Incident;

- (h) the number of Contractor Personnel or members of the public involved in the Construction Incident, and the number and severity of any injuries, or potential severity;
- (i) any remedial or other action undertaken, or proposed to be taken, by the Contractor in response to the Construction Incident; and
- (j) any other relevant information in relation to the Construction Incident.

6.3 Definition of Construction Incident

For the purposes of this Schedule:

Construction Incident means any event occurring within:

- (a) the P2Wk Project Site, Other Land, or an area in which the Contractor is carrying out Works Provisioning; or
- (b) an area immediately adjacent to the P2Wk Project Site, Other Land, or an area in which the Contractor is carrying out Works Provisioning where the event is caused, or contributed to, by the Works Provisioning,

that:

- (c) has resulted in property damage or serious personal injury to any person;
- (d) poses an immediate or potential threat to the safety of any person;
- (e) prevents any existing road, or part of it, from being available to road users for the safe, continuous and efficient passage of vehicles, other than as permitted under an approved traffic management plan; or
- (f) requires an urgent response:
 - (i) to protect or repair the P2Wk Project, other property or any person;
 - (ii) to provide access to Emergency Services or traffic management; or

to prevent any occurrence which could cause damage to the P2Wk Project, other property or personal injury to any person or compromise the safety of any person or property;

6.4 Delivery requirements

Each Construction Incident Report must be delivered by email to the Transport Agency's Representative and filed in the Contractor's shared site, in a soft copy format readable by the Transport Agency.

Part 4 – Reporting Obligations – AMM Services

7. Quarterly Performance Report

7.1 Obligation to provide

The Contractor must, no later than the tenth Business Day of each Contract Quarter, provide to the Transport Agency a Quarterly Performance Report.

7.2 Form of Report

Each Quarterly Performance Report must:

- (a) contain the information required by clause 49.2(a)(i) of the Base Agreement and Schedule 13 (Performance Regime);
- (b) include a review of all aspects of the AMM Services, including:
 - (i) the quality and performance of the Project;
 - (ii) all actual or potential departures from the Service Requirements and the proposed measures to be taken by the Contractor to overcome such departures;
 - (iii) any unexpected issues arising in relation to the delivery of the AMM Services, including in relation to both maintenance and operation of the Project;
 - (iv) all grounds for a substantial dispute which have occurred or may reasonably be foreseen as likely to occur and the proposed measures to be taken by the Contractor to resolve such grounds;
 - (v) any anticipated failure to meet the Availability Criteria for the following Quarter;
 - (vi) a site safety report, including summary safety statistics and details of any hazardous incidents, accidents or points of interest, including near misses;
 - (vii) a traffic management report, including in relation to auditing of traffic management (where applicable);
 - (viii) a summary of the number and type of User and stakeholder requests, enquiries or complaints in respect of the Project received via the Transport Agency, and the delivery of the AMM Services; and
 - (ix) a summary of all operational requests and communications between the Contractor and the Transport Agency, including in relation to vehicle permits, speed and traffic management, emergency management, utilities or any other operational matters; and
- (c) include the results of any User Satisfaction Survey conducted during that Contract Quarter,

the form of which must be Finalised under the Review Procedures prior to the Planned Service Commencement Date.

7.3 Delivery requirements

Each Quarterly Performance Report must be delivered by email to the Transport Agency's Representative and filed in the Contractor's shared site, in a soft copy format readable by the Transport Agency.

8. Incident Report

8.1 Obligation to provide

Notwithstanding the Contractor's notification obligations in Schedule 12 (Service Requirements), during the Operating Term, the Contractor must, as soon as possible and in any event within:

- (a) 24 hours of any Incident, provide notice to the Transport Agency of the Incident; and
- (b) 48 hours of any Incident, provide to the Transport Agency an Incident Report.

8.2 Form of Report

Unless otherwise agreed by the parties, each Incident Report must include:

- (a) a description of the nature of the Incident;
- (b) the location (including a plan and the linear location (chainage and direction of travel)), time and date of the Incident;
- (c) a description of the circumstances of the Incident, including:
 - (i) conditions at the time of the Incident;
 - (ii) road condition at the time of the Incident;
 - (iii) driver and vehicle information;
 - (iv) any CCTV recorded footage relevant to the Incident, any contributory or related factors or the response to the Incident;
 - (v) any radar information relevant to the Incident, any contributory or related factors or the response to the Incident;
 - (vi) photograph images;
 - (vii) Sub-contractor log of the Incident; and
 - (viii) Police event number (as applicable);
- (d) a description of the response to the Incident, including:
 - (i) attendance of any Emergency Services;
 - (ii) the response time to the Incident;
 - (iii) the time to clear the Incident;

- (iv) the time to complete rectification of any damage or disruption; and
- (v) an estimate of repair (temporary and permanent);
- (e) a description of the disruption to the provision of the AMM Services and any impact on the Project, including:
 - (i) the start and end times of any lane closures; and
 - (ii) time of notification of lane closures to the Transport Agency, Emergency Services, ATOC and other relevant authorities;
- (f) a description of any damage to the Project;
- (g) where applicable, the number of vehicles involved in the Incident and the number and extent of any fatalities and/or injuries;
- (h) any potential road contributory factors;
- (i) any action taken, or to be taken, by the Contractor (or Sub-contractor) or any other party in response to the Incident; and
- (j) any other relevant information in relation to the Incident.

8.3 Delivery requirements

Each Incident notification and Incident Report must be delivered by email to the Transport Agency's Representative and filed in the Contractor's shared site, in a soft copy format readable by the Transport Agency.

9. Road Crash Report

9.1 Obligation to provide

In addition to providing an Incident Report, the Contractor must:

- (a) as soon as possible, and in any event within 24 hours of any Road Crash, provide to the Transport Agency a Road Crash Report in respect of that Incident; and
- (b) within 10 Business Days of the end of each Contract Quarter, provide to the Transport Agency a Road Crash Report in respect of all Road Crashes occurring within that Contract Quarter.

9.2 Form of Report

Each Road Crash Report must be in the form of, and contain the information required by, the template set out in Appendix B (Road Crash Report).

9.3 Delivery requirements

Each Road Crash Report must be delivered by email to the Transport Agency's Representative and filed in the Contractor's shared site, in a soft copy format readable by the Transport Agency.

10. Fatality / Serious Injury Report

10.1 Obligation to provide

In addition to providing an Incident Report and a Road Crash Report (as applicable), the Contractor must, within 30 days of any Fatality or Serious Injury, provide to the Transport Agency a Fatality / Serious Injury Report.

10.2 Form of Report

Unless otherwise agreed by the parties, each Fatality / Serious Injury Report must include:

- (a) a description of the nature of the Fatality or Serious Injury;
- (b) the time and location of the Fatality or Serious Injury;
- (c) a description of the Incident involving the Fatality or Serious Injury;
- (d) a description of the management of the Incident, including the details of any disruption to the Roads or any surrounding roading networks;
- (e) the environmental factors, including a description of the weather, at the time of the Incident;
- (f) a description of the condition of the surface at the time of the Incident;
- (g) a Safe System appraisal, including in relation to:
 - (i) Safe Speeds (speed limit and environment);
 - (ii) Safe Vehicles (type of vehicle, condition and compliance);
 - (iii) Safe Drivers (age, sex, impairment and license compliance status); and
 - (iv) Safe Roads and Roadsides, including in relation to:
 - (A) traffic data;
 - (B) horizontal and vertical alignment;
 - (C) delineation;
 - (D) cross section;
 - (E) Signage;
 - (F) hazards;
 - (G) Lighting (if applicable);
 - (H) surface (type and compliance with SCRIM); and
 - (I) a summary of crash history;
- (h) any proposed or recently completed works or maintenance; and

- (i) any photographs, the Police Fatal Traffic Incident Report, the crash history and the SCRIM report (as applicable).

10.3 Delivery requirements

Each Fatality / Serious Injury Report must be delivered by email to the Transport Agency's Representative and filed in the Contractor's shared site, in a soft copy format readable by the Transport Agency.

11. Traffic Management Activity Report

11.1 Obligation to provide

The Contractor must, each Wednesday following the Service Commencement Date, provide to the Transport Agency and to any affected stakeholders a traffic management activity report (**Traffic Management Activity Report**) in respect of traffic management for the following week.

11.2 Form of Report

Each Traffic Management Activity Report must include:

- (a) a description of the scope, timing (expected duration), extent and location of the activity or work requiring traffic management;
- (b) a description of the planned traffic management;
- (c) the party responsible for the activity or work and contact details for that party; and
- (d) any other information relevant to the activity or work which may be relevant to the Transport Agency or the affected stakeholders.

11.3 Delivery requirements

Each Traffic Management Activity Report must be delivered:

- (a) by email to the Transport Agency's Representative and filed in the Contractor's shared site, in a soft copy format readable by the Transport Agency; and
- (b) to affected stakeholders in a manner agreed with that stakeholder.

12. Modelled Asset Life Report

12.1 Obligation to provide

The Contractor must, within 10 Business Days after the end of each three year period following the Service Commencement Date, provide to the Transport Agency a modelled asset life report (**Modelled Asset Life Report**).

12.2 Form of Report

Each Modelled Asset Life Report must detail the testing procedures, results of testing, and required recalibrations in relation to the accuracy of the Asset Deterioration Models.

12.3 **Delivery requirements**

Each Modelled Asset Life Report must be delivered by email to the Transport Agency's Representative and filed in the Contractor's shared site, in a soft copy format readable by the Transport Agency.

Appendix A: Compliance Certificate

(Clause 19.5 (Compliance Certificate))

TO: The New Zealand Transport Agency, a crown entity established on 1 August 2008 by section 93 of the Land Transport Management Act 2003 (the **Transport Agency**)

I refer to the Agreement relating to the Pūhoi to Warkworth PPP Project between the Transport Agency and [●] (the **Contractor**) dated [] (**Project Agreement**).

I am a [director] of [●] (the **Contractor**). At the date of this certificate, I am authorised to execute this certificate for the Contractor.

This certificate is given to you pursuant to clause 19.5 (Compliance Certificate) of the Project Agreement. Terms defined in the Project Agreement have the same meaning when used in this certificate.

I CERTIFY on behalf of the Contractor as follows:

1. I have read and understood the Contractor's obligations under clauses 16 (Sub-contractors), 17 (Compliance obligations), 18 (Record keeping), 21 (Contractor Personnel and employees), 54 (Contractor warranties) and 55 (Contractor undertakings) of the Project Agreement.
2. The Contractor has complied with and continues to comply with clause 16 of the Project Agreement.
3. The Contractor has complied with and continues to comply with clause 17 of the Project Agreement.
4. The Contractor has complied with and continues to comply with clause 18 of the Project Agreement.
5. The Contractor has complied with and continues to comply with clause 21 of the Project Agreement.
6. The representations and warranties given by the Contractor under the Project Agreement (including, in particular, clause 54 of the Agreement) [remain true and correct] / [remain true and correct, except to the following extent [*insert exceptions*]].
7. The undertakings made by the Contractor under clause 55 of the Project Agreement [have been complied with in all material respects] / [have been complied with in all material respects, except to the following extent [*insert exceptions*]].

This certificate is given by the Contractor and without personal liability on the part of the signatories.

Signed

..... Date:

.....

(Print Full Name of Director)

.....

..... Date:

.....

(Print Full Name of Director)

Appendix B: Road Crash Report

NM Area: _____

Quarter: _____

Details of Incidents												
Date of Incident	Attended Yes/No	Location			Response Times					Incident Description	Fatality / Serious Injury	Comments / Concerns
		SH	RS/RP	Description	Time of Incident	Time of Callout	Arrived at Scene	Road Cleared	Total Time of Closure			

Quarterly Summary Notes (e.g., initiatives implemented / matters arising)

Notes for completing form of report:**Incident Date**

The Contractor shall enter the date of occurrence of the Road Crash being reported in the column labelled "Date of Incident".

Attendance at the Incident

The Contractor shall record, in the column labelled "Attended Yes/No", whether or not Contractor Personnel were present at the site of the Road Crash. Only a yes or no answer is required in this column. The Contractor must comment on the reason for any non-attendance if a "no" is entered in this column.

Location

The Contractor shall provide sufficient details for the location of the Road Crash to be adequately located in the section under the heading "Location". The Contractor shall record the State Highway route number in the column labelled "SH".

The Contractor shall record the reference station or route position for the site of the Road Crash in the column labelled "RS/RP". The position of the Road Crash site shall be recorded to an accuracy within ± 20 metres. The Contractor shall record a description of the location of the site in words, or in terms of a distance from a highway feature, in the column labelled "Description".

Response Times

The Contractor shall record the following defined times in the appropriate places as indicated under the heading "Response Times":

- (a) the time the Road Crash occurred shall be recorded in the column labelled "Time of Incident";
- (b) the time that the Contractor received notification of the Road Crash shall be recorded in the column labelled "Time of Callout";
- (c) the time that the first Contractor representative arrived at the scene of the Road Crash shall be recorded in the column labelled "Arrived at Scene";
- (d) the time that the road was cleared and re-opened for traffic shall be recorded in the column labelled "Road Cleared"; and
- (e) the total time the road was closed or there was disruption to traffic shall be recorded in the column labelled "Total Time of Closure".

When entering the above times the Contractor shall use the format "hh:mm" (24hr), with a colon between the hour and minutes as shown. The Contractor shall record as much of this information as possible and should comment on any missing data.

Incident Description

The Contractor shall record, in the column labelled "Incident Description", a brief description of the nature of the Road Crash, including injury severity and type of incident. The Contractor shall use the crash descriptors provided under the Crash Analysis System (CAS) to record the type of Road Crash.

The Contractor shall highlight where significant road factors contributed to the severity of the Road Crash.

Fatality / Serious Injury

The Contractor shall record, in the column labelled “Fatality / Serious Injury”, whether any Fatalities or Serious Injuries resulted from the Road Crash.

Comments / Concerns

The Contractor shall record any additional information and any comments in the column labelled “Comments/Concerns”, including such comments noted above. This information may include comments on immediate action taken or action taken as a consequence of the Road Crash. The Contractor shall record any concerns resulting from the Road Crash that the Contractor wishes to bring to the attention of the Transport Agency, in particular where subsequent action may be required.

Quarterly Summary Notes

The Contractor shall include in the Road Crash Report to be provided each Contract Quarter a high level summary of the Road Crash management activity for the Contract Quarter. The Contractor’s summary shall include any incident management initiatives implemented or matters arising during the Contract Quarter and give a view of the progress that has been made in improving the incident management system.