



## STOTFOLD TOWN COUNCIL

### SKATEPARK CONTRACT

## TERMS & CONDITIONS OF THE CONTRACT

### General

The Terms and Conditions that apply to this Design and Build Form of Contract for the provision of a new Wheeled Sports Park are set out below.

Stotfold Town Council own the Site. The extent of the Site that can be made available to the Contractor for the Contract Works is shown on Plan No. 1.

The Employer is Stotfold Town Council, and all written communication is to be addressed to the Town Clerk, Stotfold Town Council, Greenacre Centre, Valerian Way, Stotfold, Hitchin, Herts SG5 4HG.

The Employer's Representative will be the Town Clerk, e-mail: [emma@stotfoldtowncouncil.gov.uk](mailto:emma@stotfoldtowncouncil.gov.uk) Tel: 01462 417697.

The Town Council will engage the services of a Principal Designer, and this will be notified to the successful Tenderer.

The Contractor must not provide any information relating to this Contract to any Third Parties without express written permission of the Town Council.

In the event of any formal dispute confirmed in writing then the Dispute Resolution will be by use of the Arbitration process all as described in the JCT Design and Build Contract 2016.

### The Scope of the Services and Works

The Contractor will be required to present their Tender Design to the local community and obtain any comments. Then, the Contractor shall advise the Town Council of any necessary refinement of the Tender Design that he considers to be necessary as a result of any comments made during the consultation process. The Contractor's final design shall then be presented to the Town Council for approval.

When the Contractor has been instructed in writing to proceed with the approved Final Design then the Contractor is to prepare all necessary construction details and obtain all relevant permissions to enable the provision of the replacement Wheeled Sports Park and associated works. Then conduct the Works all in full compliance with the Contract.

All equipment, structures and associated groundworks will have a minimum defects correction period of 12 months. During this period, the Contractor will maintain at their own expense any part of the works which is defective.

### Site Constraints

The Site can only be accessed by way of Angelica Avenue which also provides temporary vehicular and pedestrian access to the Greenacres Play park. Protection of the grass

surface will be needed to allow heavy vehicles to access the site without damage to the grass surface.

There is an entrance to Roecroft Lower School approximately 120 metres from the site and an area of play equipment approximately 100 metres from the site and safe pedestrian access must be maintained to both these facilities at all times between 08.00 and 17.00 Monday to Friday. In addition, there are to be strictly no deliveries of plant or materials, or movement of any other vehicles related to the Works between the hours of 08.30 to 09.30 and 14.30 to 15.30 Monday to Friday inclusive.

Works are only permitted on site between the following hours:

- Monday – Friday 07.00 to 19.00
- Saturday – 07.00 to 13.00
- Sunday & Bank Holidays – Prohibited

The Contractor's programme of Works is required to be arranged so as to minimise any periods of disruption to public access to the Play Park and School.

The Contractor is required to carry out a Risk Assessment of the site and the means of access then take all measures necessary to ensure the safety of the public at this area where residents and children are both passing into and through Greenacres Play Park and gaining access to the School.

A minimum of two weeks prior to commencement of any works on site the Contractor is required to provide to the Town Council full details of their proposals for any temporary fencing or other measures to protect the Works together with any necessary temporary measures in order to maintain safe access to and from the School and Greenacres Play Park to ensure the safety of the general public at all times.

There is an area designated for possible use by the Contractor for a working area and compound to the east side of the site which may be accessed by laying a temporary trackway from the Angelic Avenue entrance gate leading into Greenacres Play Park and then passing along the south side of the Site.

The Site and the Contractors Compound are not to be used for any purpose other than for carrying out the Works. In the event that the Contractor wishes to use any temporary lighting during the period of the Works then it is to be positioned so as to avoid any impacts on nearby residents.

The Contractor to be responsible for locating all existing utilities and services in the working area and be entirely responsible for any necessary protection.

The Contractor must satisfy themselves regarding the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.

There are no additional works to be carried out under a separate contract and completed before the start of the Works.

The Town Council and Contractors do not guarantee the accuracy and sufficiency of this information must ascertain if any additional information or measures are required to enable the satisfactory completion of the Works and to ensure the safety of all persons during the period of the Works.

## **Definitions**

Terms, derived terms, and synonyms used in the preliminaries/general conditions and specification are as stated therein or in the appropriate British Standard or British Standard glossary.

*Communication:* Includes advise, inform, submit, give notice, instruct, agree, confirm seek or obtain information, consent or instructions or decide. All communications should be in writing addressed to the Contract Administrator unless specified otherwise. If there is a query, then the Contractor is not to proceed until a response has been received.

*Products:* Materials, both manufactured and naturally occurring, and goods, including components, equipment, and accessories, intended for the permanent incorporation in the Works. This includes Goods, plant, materials, site materials and things for incorporation into the Works.

*Site equipment:* All appliances or equipment of whatsoever nature required in or about the construction for completion of the works, but not materials or other things intended to form or forming part of the Permanent Works. This includes Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins, and other site facilities.

*Contractor's choice:* Selection delegated to or made by the Contractor and liability to remain with the Contractor.

*Contractor's design* to be carried out by the Contractor or their approved sub-Contractor and supported by appropriate contractual arrangements, to correspond with specified requirements.

*Submit proposals:* Submit information in response to specified requirements.

*Remove:* Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings, and bedding materials. Dispose of unwanted materials.

*Fix:* receive, unload, handle, store, protect, place, and fasten in position and disposal of waste and surplus packaging including all labour, materials, and site equipment for that purpose.

*Supply and Fix:* As above but including supply of products to be fixed. All products to be supplied and fixed unless stated otherwise.

*Keep for reuse:* Designated products for re-use in the Works that are to be cleaned of bedding and jointing materials. They are to be sacked neatly and adequately protect until required for use in the Works as instructed.

*Make Good:* Execute local remedial work to achieve original condition or required standard if new works.

*Replace:* Supply and fix new products matching the specification of those removed. Execute work to match original condition or new state of that removed as appropriate.

*Repair:* Execute remedial work to designated products to achieve standard of original condition

*Refix:* Fix removed products.

*System:* Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.

*Manufacturer:* The firm under whose name the particular product is marketed.

*Product reference:* The proprietary brand name and / or reference by which the particular product is identified.

Alterations of adjacent work: if necessary to enable completion of the Works, then advise scope, nature and cost to the Employer and await an instruction.

Manufacturers' guarantees submit to the Employer for approval before ordering products.

### **Documents provided at the site by Contractor/Subcontractor/Suppliers**

The Contractor is to maintain a complete set of construction drawings and other relevant technical literature on site for reference by the Contract Administrator during the period of the Works including the following documents:

- a) *Manufacturer's current literature relating to all products to be used in the Works.*
- b) *Relevant British EN or ISO Standards.*

Prior to commencement of the Works provide to the Contract Administrator at least two contact names and their telephone numbers for Emergency call out services in the event of any emergencies. Then clearly display these contact details in an approved location on site.

### **Management of the Works**

Accept responsibility for coordination, supervision, and administration of the Services and the Works, including any subcontracts.

Arrange, coordinate, and monitor a programme with each subcontractor, supplier, local authority, and statutory undertaker, and obtain and supply information as necessary for coordination of the work.

Before starting work on site submit to the Contract administrator all insurance details, and/or policies and receipts for the insurance required by the Contract.

Notice: If any event occurs which may give rise to any insurance claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Town Council, the Contract Administrator, and the Insurers. Indemnify the Employer against any loss, which may be caused by failure to give such notice.

Materials arising from alteration/clearance work become the property of the Contractor except where otherwise stated. Remove any surplus materials from site as work proceeds and if appropriate employ Licenced Waste Disposal Contractors all as required by the Waste Regulation Authority.

The Contractor shall establish and maintain a Site compound for welfare facilities and storage of plant and materials close to the east side of the Site within the designated area and the actual extent of the compound to be agreed on site with the Contract Administrator. Suitable toilet facilities are to be provided within the compound area so that they are available in proximity to the construction operations at all times.

The site for the new Wheeled Sports Park is located close to Roecroft School and a residential area. It is the responsibility of the successful bidder to engage with the Business Manager of Roecroft School and each of the nearby residents that adjoin the Park prior to commencing work, addressing any concerns raised regarding the proposed works and building a collaborative relationship.

It is the responsibility of the Contractor to inform the Business Manager of the School and nearby residents of any work that is being undertaken that involves the use of Pneumatic drills and other noisy appliances and any effects it might have on them and their daily routines.

### **Project Programme**

The Tender Programme for the whole Project is to be updated by the Contractor within 2 weeks of the Contract Award as necessary and then the Contractor is to provide progress statements, any necessary update of the programme and interim valuations at 4 weekly intervals during the course of the Project. The format of these submissions will be agreed between the Contractor and the Contract Administrator.

At least two weeks before starting any work on the Site submit to the Contract Administrator in an approved form a detailed Construction Programme for the Works and then record progress of the Works on a copy of the Construction Programme which is to be kept on site. This programme must include details of any key stages of the Works, including date for inspections by relevant Authorities and date for the Completion of the Works.

Provide a minimum of two weeks' notice of the commencement of any works on the Site.

If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimise any delay and to recover any lost time.

Regular site meetings will be held every week in the Town Council offices to review progress and other matters arising from administration of the Contract. Ensure availability of all supervisory staff at the time of such meetings and inform subcontractors and suppliers when their presence is required. Chairperson (who will also take and distribute minutes) is to be the Contract Administrator.

When a notice of the cause of any delay or likely delay in the progress of the works is given under the Contract, written notice must also be given of all other causes, which apply concurrently.

In the event of any cause of delay to the Works then details must be submitted as soon as possible including:

- a) Relevant particulars of the expected effects, if appropriate, related to the concurrent causes.
- b) An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for the Completion.
- c) All other relevant information required.

If an instruction or proposal requests an estimate of cost, submit without delay and in any case within seven days.

### **Quality Standards/Control**

Where, and to the extent that products or work are not fully documented, they are to be:

- a) Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
- b) Suitable for the purposes stated or to be inferred from the Contract.

Omissions or errors in description and/or quantity of contract documents shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.

Appropriately skilled and experienced operatives for the type and quality of work shall be used and they must produce evidence of skills / qualifications when requested. All supervisors and operatives should have appropriate certification in accordance with the Construction Skills Certification Scheme.

Supply each product from the same source or manufacturer and the whole quantity of each product required to complete the Works must be consistent kind, size, quality, and overall appearance.

Where critical, measure a sufficient tolerance to determine compliance.

Prevent deterioration. Order in suitable quantities to a programme and use in appropriate sequence.

Fix, apply, install, or lay products securely, accurately, plumb, neatly and in alignment all as appropriate.

Do not use different colour batches of a surface material where they can be seen together.

Check on-site dimensions against the approved Detailed Design.

Finished Work is to be without defects, e.g. Not damaged, disfigured, dirty, faulty, or out of tolerance.

Location and fixing of products: Adjust joints to view so they are even and regular.

Retain on site evidence that any proprietary product has been supplied in accordance with the Contract.

Submit evidence of compliance, including test reports indicating:

- a) Properties tested.
- b) Parts / fail criteria.
- c) Test methods and procedures
- d) Test results
- e) Identity of testing agency
- f) Test dates and times
- g) Identities of witnesses
- h) Analysis of results

Inspection or any other action must not be taken as approval unless confirmed in writing referring to:

- a) Date of inspection
- b) Part of the Work inspected.
- c) Respects or characteristics which are approved.
- d) Extent and purpose of the approval
- e) Any associated conditions

Provide all trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is:

Appropriately complete

- a) In accordance with the project documents
- b) To a suitable standard
- c) In a suitable condition to receive the new work

Ensure all necessary preparatory work has been carried out.

Comply with the manufacturer's printed recommendations and instructions current on the date of the Tender submission. Submit to the Contract Administrator details of any necessary changes to recommendations or instructions.

Use those ancillary products or accessories supplied or recommended by main product manufacturer.

Comply with limitations, recommendations, and requirements of relevant valid certificates of any certified products.

There is no access to water at the site. The Contractor is responsible for sourcing this.

Provide at all reasonable times access for the Contract Administrator to the Works and to other places of the Contractor or subcontractors where work is being carried out for the Contract.

#### **Defects in Existing Works**

When undocumented defects are discovered immediately give notice and details to the Contract Administrator. Do not proceed with affected work until response from the Contract Administrator has been received.

Immediately any work or product is known, or appears, to be not in accordance with the Contract, notify the Contract Administrator and submit proposals for opening up, inspection, testing, making good, adjustment of the Contract sum, or removal and re-execution. Such proposals may be unacceptable and contrary instructions may be issued.

#### **Hazards on the Site and Disposal of Waste**

Control all hazards on Site by good management and safe site practice.

Any removal of waste off site shall be by licenced carrier(s) and taken to an appropriate licenced waste disposal site. A copy of all necessary licences shall be retained on the Site for inspection at any time during the duration of the Works.

#### **Security of the Works**

The Contractor shall be entirely responsible for safeguarding the site, the Works, products, materials, and any existing structures etc affected by the Works from damage and theft and take all reasonable precautions to prevent unauthorised access to the Site.

The site and adjacent areas are owned by the Town Council and are accessible to the public, should they so wish, throughout the day and night. The safety and security of the site, fencing, equipment and machinery etc will be the responsibility of the Contractor until satisfactory completion of the Works and an official handover of the Site has been concluded.

Only remove security fencing around the whole of the site once the Contract Administrator have certified the area as safe for use by the public.

#### **Occupiers and Users of Common Areas**

The school buildings will be occupied and/or used during the Contract.

Carry out Works without undue inconvenience and nuisance and without danger to occupants and users.

### **Employer's representatives Site Visits**

Prior to commencement of the Works submit details to the Employer of any safety provisions and procedures (including those relating to materials, which may be deleterious), which will require compliance when visiting the site.

Provide and maintain protective clothing and equipment on site for the use of the Employers Representatives and other authorised visitors to the site.

### **Pollution and Pesticides**

Protect the site, the Works and the general environment including the atmosphere, land, streams, and waterways against pollution. Consent to discharge water under the provisions for Control of Pollution in the Water Resources Act 1991 shall be obtained by the Contractor.

The Contractor may be subject to prosecution should pollution enter any watercourse.

The Contractor shall ensure that spillage or leakage of fuel and lubricants is prevented within the Site. In the event of accidental spillage, the Contractor shall immediately undertake all Works necessary to contain the spillage and minimise the area of contamination at their own expense. All polluted or contaminated materials shall be disposed of off Site in full compliance of the Waste Regulations Authority at the Contractor's own expense. The Contractor shall maintain adequate stocks of oil absorbent material.

Use pesticides only where specified or approved, and then only suitable products listed on [www.pesticides.gov.uk](http://www.pesticides.gov.uk). Operatives must hold a BASIS Certificate of Competence or work under supervision of a Certificate Holder.

Restrictions apply for work near water, drainage ditches or land drains which must comply with the "Guidance for the use of herbicides on weeds in or near watercourses and lakes."

Comply with manufacturer's disposal recommendations for containers. Remove from site immediately any empty or no longer required containers.

Any pollution incident shall be immediately reported by the Contractor to the Environment Agency. Contact telephone number: 0800 80 70 60 (24 hours). The Contractor's workforce and any Subcontractors should be made aware of the emergency telephone number. If contamination or pollution occurs the Contractor shall also inform the Town Council immediately.

### **Nuisance**

The Contractor has a duty to prevent nuisance from smoke, dust, rubbish, vermin, and other causes.

The Contractor shall furnish such information as may be requested by the Town Council in relation to noise levels emitted by constructional plant.

The Contractor shall arrange the Works so as to minimise noise pollution to properties in the vicinity of the Site.

Prevent hazardous build-up of surface water on site, in excavations and to surrounding areas and roads.



**Material containing Asbestos**

Duty to report immediately and in relation to suspected materials discovered during execution of the Works:

- a) Do not disturb.
- b) Agree methods for safe removal or encapsulation.

**Dangerous or Hazardous Substances**

Duty to report immediately and in relation to suspected materials discovered during execution of the Works.

- a) Do not disturb.
- b) Agree methods for safe removal or encapsulation.

Prior to Commencement of the Works the Contractor shall demonstrate in a written Method Statement his proposals to minimise environmental impact and satisfy the following requirements:

- Avoidance of pollution of any waters, (surface or underground).
- Avoidance of pollution of any land.
- Preservation of flora and fauna.
- Avoidance of nuisance of sounds, vibrations, and dust

**Antiquities**

Duty to report immediately any fossils, antiquities and other objects of interest or value discovered during execution of the Works. The Contractor shall halt the Works and inform the Council should any unexpected items be uncovered on the Site by the Contractor. If the Town Council deems it necessary to request an Archaeologist to visit the Site before the Works can re-commence, then the Contractor should cooperate with the Archaeologist and allow access to the Site for them to carry out their activities.

Keep objects in the exact position and condition in which they were found.

**Fire Prevention**

Duty to prevent personal injury or death, and damage to the Works or other property from fire.

Comply with Joint Code of Practice "Fire Prevention on Construction Sites" published by the Construction Confederation and the Fire Protection Association (The Joint Fire Code).

Burning on Site is not permitted.

**Moisture**

Prevent wetness or dampness where this may cause damage to the Works.

Control humidity and the application of heat to prevent:

- a) Blistering and failure of adhesion
- b) Damage due to trapped moisture.
- c) Excessive Movement

## **Waste**

Minimise production, prevent accumulations and keep the Site clean and tidy. Includes: Rubbish, debris, spoil, surplus material, containers, and packaging.

Collect and store waste in suitable containers. Remove frequently and dispose off-site in a safe and competent manner.

- a) Non-hazardous material: in a manner approved by the Waste Regulation Authority.
- b) Hazardous Material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.

Recyclable material: Sort and dispose at a Materials Recycling Facility approved by the Waste Regulation Authority.

Remove rubbish, dirt, and residues before closing in voids and cavities in the construction.

Retain all waste transfer documentation on Site as required by the Waste Regulations Authority.

## **Invasive Species**

Prevent the spread of species (e.g., plants or animals) that may adversely affect the site of Works economically, environmentally, or ecologically.

Report immediately any suspected invasive species discovered during execution of the Works economically, environmentally, or ecologically.

Report immediately any suspected invasive species discovered during execution of the works:

- a) Do not disturb.
- b) Agree methods for safe eradication or removal.

## **Existing Services**

Notify all services authorities, statutory undertakers and/or adjacent owners of proposed works not less than one week before commencing site operations.

Before starting work, check and mark positions of utilities/services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers, or other owners.

The Contractor is responsible for ensuring buried services are not damaged or disrupted.

Work adjacent to services:

- a) Comply with service authority's/statutory undertaker's recommendations.
- b) Adequately protect, and prevent damage to services: do not interfere with their operation without consent of service authority's/statutory undertakers or other owners in identifying services:
  - a) Below ground: Use signboards, giving type and depth.
  - b) Overhead: Use headroom markers

If any damage to services result from the execution of the Works:

- a) Immediately give notice and notify appropriate service authority/statutory undertaker.
- b) Plan for the work to be made good without delay to the satisfaction of the service authority / statutory undertaker or other owner as appropriate.
- c) Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.

Replace marker tapes or protective covers if disturbed during site operations, to service authority's / statutory recommendations.

### **Roads, Car Parking Areas, and Footpaths**

Immediately repair any damage to roads, car parking areas and footpaths within and adjacent to the site and keep clear of mud and debris.

Make good damage caused by site specific traffic or otherwise consequent upon the Works to the satisfaction of the Town Council, Local Authorities, or the owner as appropriate.

The condition of all roads, car parking areas and footpaths, either public or privately owned, which are to be used as access to the site shall be inspected and recorded by the Contractor and agreed with the Contract Administrator before any construction work commences. The Contractor shall repair all such roads, car parking areas and footpaths upon Completion to a condition at least as good as before the work commenced.

The Contractor shall satisfy himself of the adequacy of the Site access for their intended method of construction and equipment, and, where deemed necessary, provide any additional protection or temporary measures.

Any vehicular access must be undertaken using a banksman as access points are also used by or are near to a school and public footpath.

Access to the Site shall be managed by the Contractor to avoid undue disturbance to the properties in the vicinity of the Site. The Contractor shall confine their access on the Site to the areas where works are required and on routes agreed with the Council.

Sufficient Site signage must be provided to ensure safe operation of the Site.

All construction plant shall be cleaned before being brought to the Site.

### **Existing topsoil / sub soil**

Prevent over compaction of existing topsoil and subsoil in those areas which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the Works.

Before starting work submit proposals for any necessary protective measures.

### **Retained Trees / Shrubs / Grassed Areas**

Within any protected area or existing area of trees that is to remain then the Contractor is to preserve and prevent damage and unless agreed otherwise do not:

- a) Dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within an area which is larger of the branch spread of the tree or an area with a radius of half the tree's height, measured from the trunk.

- b) Sever roots exceeding 25mm in diameter, if unintentionally severed give notice and seek advice.
- c) Change level of ground within an area 3m beyond branch spread.

Mature trees and shrubs if uprooted, destroyed, damaged beyond reasonable chance of survival in their original shape, as a consequence of the Contractor's negligence must be replaced with those of a similar type and age at the Contractor's expense.

### **Existing Features**

Prevent damage to existing footpaths, buildings, fences, gates, walls, roads, paved areas, and other site features, which are to remain in position during execution of the Works.

Prevent damage to existing work, structures, or other property during the course of the work.

Removal of minimum amount necessary and replacement work to match existing.

### **Existing Structures**

Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.

During execution of the Works:

- a) Provide and maintain all incidental shoring, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining, that may be endangered or affected by the Works.
- b) Do not remove until work is strong enough to support existing structure.
- c) Prevent overstressing of completed work when removing supports.

### **Materials for Recycling / Reuse**

Sort and prevent damage to stated products or materials, clean off bedding and jointing materials and other contaminants.

Give notice and details of intended siting. Stack neatly and protect until required by the Employer or for use in the Works as instructed. Alter, adapt, and move, as necessary. Remove when no longer required and make good.

### **Disposal of Materials**

The Contractor will be responsible for the disposal of any surplus topsoil, grass, mud, stones, and any other waste materials created by the provision of the new Wheeled Sports Park. The reuse of any suitable spoil created during the Works is permitted as a base material for landscaping where appropriate.

The Contractor is to effect appropriate disposal off-site of any surplus materials to an appropriately licenced disposal facility in full compliance with the requirements of the Waste Regulation Authority.

### **Temporary Accommodation and Storage of Materials**

A minimum of two weeks prior to starting any works on the Site submit to the Contract Administrator for agreement all proposals for temporary accommodation and storage of materials for the Works.

Include details of type of accommodation and materials to be stored, including the proposed siting and the programme for site installation and removal.

### **Works immediately before Completion**

Make good all damage consequent upon the Works.

Remove temporary markings, coverings and protective wrappings unless otherwise instructed.

Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, and efflorescence, rubbish, and surplus materials.

Use cleaning materials and methods as recommended by manufacturers of products being cleaned. Do not damage or disfigure other materials or construction.

Obtain COSHH dated data sheets for all materials used for cleaning and ensure they are used only as recommend by their manufacturers.

Touch up minor faults in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.

Adjust, ease, and lubricate moving parts of new work as necessary to ensure easy and efficient operation.

### **Completion and Handover**

The Contractor is to obtain an Independent Post-Installation Safety Report after satisfactory completion of the Works all in accordance with the Contract and provide one copy to the Contract Administrator so that the Certificate of Completion can be issued no later than one week before the date of intended occupation of the new Wheeled Sports Park.

### **The Maintenance Manual**

The provision of the Maintenance Manual is the responsibility of the Contractor.

Obtain and provide comprehensive information for owners and users of the completed Works. Include an overview of the main design principles and describe key components and systems within the finished Works, so affording a complete understanding of the Works, to enable efficient and safe operation and maintenance.

One copy must be provided to the Contract Administrator by the date of completion.

The Manual must include:

- a) Details of the site, the parties, operational requirements, and constraints of a general nature.
- b) Design criteria, maintenance details, product details, and environmental and trafficking conditions of equipment and surfacing.
- c) Guarantees, warranties, maintenance agreements, test certificates and reports.

The format of the Manual should be A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled.

Where larger than A4, selected drawings needed to illustrate or locate items mentioned in the Manual should be folded and accommodated in the binders so that they may be unfolded without being detached from the rings. The main sets of as-built drawings may form annexes to the Manual.

END OF TERMS & CONDITIONS

23/02/2024