

**DALTON PARISH COUNCIL**  
**INSTALLATION OF PUMP TRACK MAGNA LANE**  
**SPECIFICATION AND CONTRACT**  
**July 2025 – version 1.0**

**1.0 ADMINISTRATION**

**1.1 The Parties to the contract are:-**

Dalton Parish Council (hereafter called 'the Client'), represented by the Clerk to the Council (hereafter called 'the Contract Administrator')

**To be completed when contract awarded** (hereafter called 'the Contractor')

**1.2 Period of Contract**

**To be defined on appointment of contractor**

**1.3 Work to be done**

The work is to be carried out in accordance with the following terms outlined in 2.0 to 4.0 and the specifications listed in the Appendix.

**1.4 Payments**

This is a fixed price contract and payment terms will be agreed with the appointed contractor. Invoices are to be submitted by the contractor and invoices shall be paid within 30 days. If the contract is terminated, the Client shall cease any further payments until the full extent of the work carried out has been established. The Client reserves the right to undertake any work deemed necessary to fulfil the contract.

**1.5 Notice**

This contract can only be varied following written instructions from the Contract Administrator. Any notice from the Contractor must be in writing and must be delivered or sent by post to us at the postal address. Any Client notices we will send in writing, unless otherwise agreed, at the Contractors' address set out in this contract.

**1.6 Governing Law**

This contract will be governed by the law of England and subject to the jurisdiction of the courts of England. Complete compliance shall apply to all duties imposed by current legislation, whether they are acts, regulations, codes of practice, industry standards or best practices.

**1.7 Tender Price**

The agreed price is carried forward from the tender as follows: -

**£TO BE COMPLETED**

## 1.8 Acceptance

We the undersigned hereby agree to abide by the terms of this contract: -

Signed \_\_\_\_\_ Date \_\_\_\_\_

Contractor Name \_\_\_\_\_

Address \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Client Name: Joanne Holsey, Clerk to Dalton Parish Council

## 2.0 GENERAL

2.1 The contractor will not be allowed to sub-contract any services contained within the contract specification without prior authority of the Client.

2.2 The Contractor is to inspect the site of installation prior to the commencement of scheduled works in order to determine access and site conditions. Where access to a site is controlled, the Client will provide a set of keys at the start of the Contract. Cost of replacement following any subsequent loss of keys or padlocks will be entirely met by the Contractor. The Contractor will report the loss of keys to the Client within 2 working days.

2.3 Any obstructions, such as building or road works preventing safe access to the site and therefore preventing contract works should be reported to the Client immediately to assist the monitoring process.

2.4 Prior to works being carried out, the Contractor will remove and dispose of rubbish including leaves, rubble, litter and wind-blown branches and fruits, plus anything else that the Client considers detrimental to the appearance of the site.

2.5 Any damage, including to grates, inspection covers, manholes, play equipment, fencing etc., must be reported to the Client the same day. Any covers that are moved must be replaced and any damage not repaired the same day must be protected, signed and made safe, before the Contractor's team leaves site. Where damage is the result of the contractor's operations, then the initial investigatory action and all works required to meet Health and Safety requirements must be completed within 2 working days. Any non-urgent remedial action must be completed within 14 calendar days following the incident. All associated costs, due to damage caused by Contractors, will be recharged by the Client. Costs of rectifying any damage must be met by the Contractor.

## 2.6 Adverse / Exceptional Weather

- a) If in the event of adverse weather conditions impacting the installation schedule, then a revised schedule will be submitted to the Client by the Contractor.
- b) During periods when ground conditions are wet so as to prevent works occurring without causing damage to the surface or levels of the ground, or producing divots, the Contractor shall cease the installation, notifying the Client immediately of its actions. Any damaged verges are to be reported to the Client and then repaired as soon as is practicable by the contractor at their expense.
- c) The Client reserves the right to stop the work if prevailing weather conditions deteriorate and are deemed unsuitable. The Client's decision is final. Once weather conditions have improved, installation will recommence from where it was suspended.

## 3.0 CONTRACT MANAGEMENT

### 3.1 Contract Performance Monitoring and Inspection

- a) The Contractor has responsibility for self-monitoring against the Contract specification and performance requirements. The overall responsibility for providing Client side contract management lies with the Contract Administrator.
- b) The Client reserves the right to monitor and inspect any work carried out by the Contractor under this contract and instruct the Contractor to carry out, rectify or improve any part of the service that fails to meet the specification.
- c) The Council shall be entitled to recover any reasonable costs incurred as a result of the contractor's failure to meet timescales identified within the agreed action plan under the Improvement Performance Notice.

### 3.2 Poor Contractor Performance

- a) Failure to meet the specification will result in the issue of an Improvement Performance Notice by the Client. This will require rectifying within the rectification period stated in the notice, usually 7 days.

### 3.3 Contract Break Clause

The Client may terminate the contract with one month's notice if: -

- a) The contractor fails to perform the work to the specification contained in this contract within one month of the request of an Action Plan by the Client
- b) The contractor provides false, misleading or incomplete tender information which is material to the performance of the contract
- c) The contractor is declared bankrupt, insolvent or goes into liquidation
- d) The Contractor fails to observe, implement or comply with legal duties imposed by current legislation

### **3.4 Response Protocol**

All correspondence received, must be recorded, and responded within 3 working days to acknowledge receipt and 10 working days to provide a substantive response.

### **3.5 Variations to Asset Types**

- a) Variations to the asset types need to be agreed between the Client and the Contractor within 5 working days and signed acceptance forms completed to ensure audit trail between Client and Contractor. Client / Contractor meetings may be required to assess site condition for each variation required.

## **4.0 LEGISLATION**

4.1 Principal attention is protection of the public at all times, but particular attention shall be drawn to specific areas where vehicular traffic is present or nearby, gradients, slopes or banks which pose additional specific hazards or risk.

4.2 The Contractor must take into account that they will be working in public areas, and must work in a professional and safe manner in accordance with the Health and Safety at Work Act. Consideration must be given to all health and safety issues including speed and the limitations of the site. The contractor must always operate the appropriate equipment and maintain them within the equipment manufacturer's operating instructions complying with European Guidelines.

4.3 The contractor shall provide a full valid Health, Safety and Environmental Policy, signed by the most senior person, which will be reviewed at suitable intervals to include changes in legislation, changing corporate circumstances, procedures set up within this policy remain effective, identifies responsibilities within this policy that are dutifully performed to meet all current legislation and guidance. The policy shall be provided on request and at suitable intervals to the client.

4.4 The contractor shall supply on request "Suitable and Sufficient" Risk Assessments on all work processes to be delivered as dutifully required and imposed by the Management of Health & Safety at Work Regulations 1999.

4.5 The above documentation will form the basis for the development of Safe Systems of Work as dutifully required and imposed by The Health & Safety at Work Act 1974 which shall display effective preventative and protective measures to eliminate or reduce hazards and risk in the workplace and these are to be made available to the client on request.

4.6 The Contractor will comply with all relevant environmental protection legislation. Particular attention is drawn to the protection of nesting birds. Any work that cannot be done due to these factors must be reported to the Client on the same working day.

4.7 The Contractor shall maintain its own public liability insurance of not less than £5m and have adequate third party liability.