



**North
Northamptonshire
Council**

SPECIFICATION

KINGSWOOD SKATE PARK

KINGSWOOD SKATE PARK **SPECIFICATION**

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1. Introduction

- 1.1. The Council is seeking a suitably accredited and experienced specialist contractor to demolish, design & construction a replacement Skate Park on the approximate “footprint” of the existing skating facility at the Kingswood Neighbourhood Centre, Alberta Close, Corby, Northamptonshire, NN18 9HU.

2. Background

- 2.1. North Northamptonshire Council seeks to replace the outdated skating facility at its Kingswood Neighbourhood Centre, with a new, modern, exciting and interesting Skate Park.
- 2.2. The existing skating facility currently comprises of three concrete features and a low metal rail, set within a concrete edged tarmac area measuring 21.5m x 7.2m, situated to the east of the Centre, adjacent to a ball-court and play area.
- 2.3. Public consultation has shown tremendous support for this development, which should provide a mixed facility with various transitions and street styled obstacles including a bowl 1200mm in height.

3. Scope

- 3.1. The successful contractor shall demolish, design & construct a new Skate Park, using the entire existing tarmac "footprint" of 21.5m x 7.2m and possibly beyond, should budget and levels allow.
- 3.2. The Park should provide a mixed facility accessible for beginners and yet still be challenging enough for those wanting to progress their skills in a safe environment.
- 3.3. The Works shall retain the existing footpath link and include a new site sign.
- 3.4. To avoid the need for Planning Permission, the Works must not exceed a total volume of 200m³.
- 3.5. The scheme is to be designed to a budget of £74,000 - £79,000.
- 3.6. The Contractor's proposed Design will be evaluated and scored by a User Group, taking into account both objective features such as overall size and the number of physical features (e.g. quarter pipes, pump-bumps, moguls, DIY style transitioned banks or banked ledges, bowl, etc.) and subjectively, in how exciting / interesting it appears, how well it “flows” and how appropriate for the target age & ability.
- 3.7. The works onsite are expected to be completed in less than 30 days and no later than Friday 16th December 2022.

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4. Site Information

- 4.1. While the site is relatively open to pedestrian traffic, vehicle access and available facilities are constrained (see Preliminaries & General Conditions for details).

5. Key Staff

- 5.1. This Specification lists the key roles of the Works in Table A, below. The names of the persons who the Supplier shall appoint to fill those roles must be provided to the Council at least ten (10) Working Days prior to the Contract Start Date.
- 5.2. The Council may, at its absolute discretion, identify any further roles as being key to the Works, during the Contract Term and the relevant person selected to fill those roles shall be included on a list of Key Staff (including those provided by subcontractors) maintained by the Supplier.
- 5.3. The Supplier shall:
- 5.3.1. notify the Council promptly of the absence of any Key Staff and immediately provide appropriate temporary cover for that role;
 - 5.3.2. give as much notice as is reasonably practicable, of its intention to remove or replace any member of Key Staff;
 - 5.3.3. ensure that all arrangements for planned changes in Key Staff provide adequate periods, during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Works; and
 - 5.3.4. ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom they have replaced.

Table A – Key Staff

Key Role Title		Description of Key Role Performed
1.	Contractor's Representative	Main point of contact between the Employer & Contractor
2.	Site Manager	Responsible for day to day management of the site

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6. Statement of Requirements

6.1. General –

- 6.1.1. The Contractor shall demolish, design & construct a new modern Skate Park, incorporating the following minimum requirements -
- a) A mixed ability design that provides all abilities with a safe, exciting and interesting Park where they can gain confidence and progress
 - b) Maximise use of the existing 21.5m x 7.2m tarmac “footprint” and beyond, where budget and levels allow
 - c) All formations are to be constructed above ground to safe angles and laid to falls to prevent standing water
 - d) There shall be no soft landscaping within the Skate Park
 - e) Provide the following to aid User safety –
 - i. Minimum safe 3m “run-off” from all surrounding obstructions
 - ii. Supply & install a double-sided A0 sign (design / content TBC) from anti-vandal aluminium, with 75mm aluminium posts erected to British Standards
 - f) The design shall comply with the ROSPA Wheeled Sports Guidance
 - g) Provide a ROSPA Post-Installation Report at Handover to evidence compliance
 - h) Supply & install 1no. robust metal DDA compliant bench, with backs, armrests and powder coated in a contrasting colour
 - i) The Council will install its own new litter bin(s)
 - j) All tarmac and metal arisings and are to be removed from site and disposed of appropriately
 - k) Concrete and stone arisings can also be removed from site and disposed of appropriately or crushed onsite and recycled within the works
 - l) The site is to be left clean & tidy and free of defects at Completion, to the satisfaction of the Employer’s appointed Clerk of Works

6.2. Detailed Design Proposal

- 6.2.1. The Contractor shall provide the following design information with their Quotation –
- a) Scaled drawing with Plan, Elevations and Perspective illustrating the design in context and confirming the overall volume of the Works, which shall not exceed 200m³
 - b) Details of the proposed formation / finish and how it will be constructed (see 6.3 Construction), including all jointing details

6.3 Construction

- a) The Contractor shall incorporate the following minimum requirements –
 - a) Any joints in existing tarmac shall be cut “clean & straight” and on completion, shall be suitably jointed
 - b) All MOT Type 1 and/or recycled concrete/stone sub-base formations shall be a suitable depth and constructed in layers, consolidated by “whacker” plate or roller, using permeable geotextile membrane fixed in position to minimise organic growth

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- a) Any flexible bitumen macadam finished surfaces shall be retained by concrete edging kerbs and constructed in layers, consolidated by “whacker” plate or roller and left free of associated marks
- b) Concrete surfaces shall be suitably finished to the Contractor’s Design and include all necessary expansion joints to an approved detail
- c) Where applicable all work shall comply with a relevant Standard

6.4 Defects & Maintenance

- a) The Contract includes a twelve month Defects Period for all works and products from the Date of Practical Completion as certified by the Contract Administrator
- b) The Contractor shall attend to any defects during the twelve month Defects Period within ten working days of being reported;
- c) Surfaces shall be guaranteed for a minimum of twelve years against cracks, defects and slippage
- d) Latent defects in design / workmanship (not wear & tear) shall be liable under the Contract (signed under Deed) for twelve years

6.5 The budget range for the Contract is £74,000 - £79,000

6.6 See also Preliminaries & General Conditions

6.7 Consultation

- a) In addition to their “electronic” submission, Bidders are also required to provide a single colour A1 laminated illustration of their proposed new Skate Park, providing views in plan, elevation(s) and perspective. These should be addressed to Liz Hudson, c/o Lodge Park Sports Centre, 263 Shetland Way, Corby, Northamptonshire, NN17 2SG. This copy will be used by selected User Groups to evaluate & score the design. You must not include your company name or other identifying logo on your illustration, which should also be devoid of any superfluous images, such as skaters or spectators.

7 Sustainability, Environmental Considerations and Reducing Waste

7.3 See Preliminaries & General Conditions

8 Social Value

8.1 The Council is keen to ensure that the outcomes of the Works seek to improve the economic, social, and environmental well-being of North Northamptonshire, wherever practical. As such, the Supplier must respond to Q.6 within the Request for Quotation.

8.2 Successful delivery of the Social Value outcomes, to be delivered by the Supplier, will be monitored through the standard contract performance monitoring arrangements.

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- 8.3 As a part of the Social Value considerations for this requirement, the Council is undertaking community consultation. The outcome of this consultation will be provided to the Supplier upon conclusion.

9 Data Management / UK General Data Protection Regulation (UK GDPR)

- 9.1 Personal data, as set out in section 1(1) of the Data Protection Act 1998, is information collected by the Supplier on behalf of the Council, in relation to the Works, which relates to living individuals who can be identified:
- 9.1.1 From that information; or
 - 9.1.2 From that information, combined with other details in (or likely to come into) the possession of the Council.
- 9.2 Due to the data management requirements associated with this requirement, a Schedule of Processing for Data Subjects would be required as a part of providing the Works, in the unlikely event that the Supplier will handle such data.
- 9.3 The Schedule of Processing for Data Subjects can be found at the Annexes of this Specification document.
- 9.4 For the purposes of this requirement and the UK General Data Protection Regulation:
- 9.4.1 The Council is the data Controller; and
 - 9.4.2 The Supplier is the data Processor.
- 9.5 The Supplier processes the personal data in accordance with (and so as not to put the Council in breach of) the data protection acts and only to the extent necessary for the purpose of performing its obligations in relation to providing the Works.
- 9.6 The Supplier has in place and maintains, until the term identified in the Schedule of Processing for Data Subjects:
- 9.6.1 Appropriate technical and organisational measures (having regard to the nature of the personal data) to protect the personal data against accidental, unauthorised, or unlawful processing, destruction, loss, damage, alteration or disclosure; and
 - 9.6.2 Adequate security programmes, processes, and procedures to ensure that unauthorised persons do not have access to the personal data or to any equipment used to process the personal data.
- 9.7 The Supplier must comply with the requirements of the Council, in relation to the storage, dispatch, and disposal of the personal data in any form or medium.

10 Quality Requirements

- 10.1 The Supplier shall provide the Works with all the reasonable skill, care, and diligence to be expected of a qualified and experienced member of the Supplier's profession undertaking and/or providing a Works similar in scope and

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character to those required by the Council, as detailed and/or referred to in this Specification and all supporting documents.

11 Programme of Works

- 11.1 The Supplier shall provide a draft Programme of Works with their Quotation, in the form of a Gantt Chart for approval by the Employer. The Programme shall detail any lead-times, mobilisation, site set-up, the sequence of all work activities and their duration, the “critical path”, any terminal “float”, inspection / report, snagging and handover.
- 11.2 The Supplier shall provide each of the tasks identified in the Programme of Works, by the date identified, to ensure the Works are completed by the Completion Date.
- 11.3 The Supplier shall monitor its performance against the Programme of Works and report to the Council on such performance, during the Progress Meeting.
- 11.4 The Supplier shall keep the Programme of Works under review in accordance with the Council's instructions, so that the most up-to-date Programme of Works, can be considered during the Progress Meeting.
- 11.5 In accordance with the Programme of Works, the Supplier shall:
 - 11.5.1 work cooperatively and in partnership with the Council to ensure a mutually beneficial handover of the Works;
 - 11.5.2 work with the Council, to assess the Scope of the Works and prepare a plan which demonstrates how they will mobilise the Works;
 - 11.5.3 appoint a Supplier Representative who will act as a point of contact for the Council;
 - 11.5.4 manage and report progress against the Programme of Works,
 - 11.5.5 construct and maintain a Risk and Issue register in conjunction with the Council, detailing how risks and issues will be effectively communicated to the Council to mitigate them;
 - 11.5.6 attend Weekly Progress Meetings in accordance with the Council's requirements. The Progress Meetings shall be chaired by the Contract Administrator

12 Project Management

- 12.1 The Supplier and the Council shall each appoint a Project Manager, through whom the provision of the Works shall be managed day-to-day.
- 12.2 The Supplier and the Council shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives, and specific provisions of the Works can be fully realised.
- 12.3 Routine inspections will be carried out by the Council's Representative on a Weekly basis. Such operations will be carried out throughout the Contract term

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to check that the Works are being carried out or have been carried out in all respects.

12.4 The Council's Representative will record the date, time, and main findings of all such inspections. In the event of any matters which fail to meet the required standards being discovered, then the Council's Representative shall notify the Supplier of the elements of the Works which fail to meet the required standard and the Supplier shall remedy these within forty-eight (48) hours of such notification, or a timeframe to be confirmed with the express approval of the Council's Representative. Any revised remediation timeframe will be agreed at the Council's absolute discretion.

12.5 The Supplier and the Council shall attend Progress Meetings to discuss progress of the Works. These Progress Meetings will be the forum for the review by the Supplier and the Council of progress against the Works.

12.5.1 Progress Meetings shall take place not less than once every Week on site and times as the Council determines;

12.5.2 Each Party shall act in good faith, with a view to agreeing the matters discussed at the Progress Meetings. In default of agreement, the Council (acting reasonably) shall determine the matter in question;

12.5.3 Progress Meetings shall be attended by the Supplier's Representative and the Council's Representative and such additional representatives as may be determined by the Council.

12.5.4 Each Party shall ensure the attendance of its Representative at all Progress Meetings. Where this is not possible (e.g., due to annual leave), a suitable deputy of comparable standing and knowledge, with authority to act on behalf of the Party, must attend;

12.6 The Council may require the Supplier to provide such information and/or documentation as the Council may reasonably require as a part of the Works, as soon as reasonably practicable after any such request is made, but in any event, not longer than ten (10) Working Days after the request has been received.

12.7 The role of the Progress Meeting shall be to:

12.7.1 review operating (including performance) issues in relation to the Supplier;

12.7.2 act as the primary review body for managing the Supplier's performance of the Works;

12.7.3 serve as a forum for the open exchange of ideas to enable the Council, other stakeholders, and the Supplier to discuss the Works, together with the requirements of any party who notifies the Council of the same, to ensure an integrated coordinated approach to fulfilling such requirements and to update the Parties;

12.7.4 agree, where necessary, amendments to any risk assessments, method statements and/or processes;

12.7.5 review the Early Warning Register;

12.7.6 review the level of resource which the Supplier is making available for the Works;

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- 12.7.7 review what support is needed from the Council;
- 12.7.8 review ongoing Works costs and the Programme of Works; and
- 12.7.9 discuss such other matters as the Council determines from time to time.

12.8 Early Warnings

- 12.8.1 Each Party shall give the other Party an early warning ("Early Warning") by notifying the other as soon as either becomes aware of any matter which could potentially:
 - a. Increase the Contract Sum
 - b. Delay Completion
 - c. Impair the Performance of the Works in Use
 - d. Lead to a material breach of the Contract;and the Council shall enter the early warning matters in a register ("Early Warning Register").
- 12.8.2 Either Party may require the other Party to attend a meeting ("Early Warning Meeting") to discuss Early Warning matters. The Parties shall co-operate in:
 - a. Making and considering proposals for how the effect of the matters can be avoided or reduced;
 - b. Deciding on the action to be taken and who shall take them; and
 - c. Deciding which matters have been avoided or have been passed and can be removed from the Early Warning Register.
- 12.8.3 The Council shall revise the Early Warning Register to record the decisions made at each Early Warning Meeting and issue the revised Early Warning Register to the Supplier.

12.9 Underperformance by the Supplier

- 12.9.1 If the Supplier:
 - a. Fails to execute any Works delivery requirement(s);
 - b. Has been prosecuted for breach of health and safety legislation and/or has been issued with a prohibition notice or an improvement notice; or
 - c. Has committed a material breach of its obligations under the Contract which is not capable of remedy,The Council may, without limiting its other rights and remedies, require the Supplier to attend a meeting within such timescale as the Council notifies to the Supplier, to agree a rectification plan. If the Supplier does not attend that meeting or the Parties cannot agree a rectification plan at that meeting, the Council may require the Supplier to comply with a rectification plan notified to the Supplier by the Council (acting reasonably).
- 12.9.2 At the meeting to agree a rectification plan, the Council will notify the Supplier of where they consider underperformance has occurred, and, if applicable, will advise the Supplier of the likely damages
- 12.9.3 If, at the end of the rectification period identified in the rectification plan, the Supplier has not resolved the underperformance to the Council's satisfaction, the Council will notify the Supplier of the

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- 12.9.4 amount of damages due, in accordance with the JCT Contract
If the Supplier fails to comply with the rectification plan, in accordance with its terms, the Council may, at its absolute discretion, treat such failure as a material Default.

13 Risk Management

- 13.1 The Supplier and the Council shall pro-actively manage risks attributed to them associated with the Works.
- 13.2 The Supplier shall develop, operate, maintain, and amend, as agreed with the Council, processes for:
- 13.2.1 the identification and management of risks;
 - 13.2.2 the identification and management of issues; and
 - 13.2.3 monitoring and controlling project plans.
- 13.3 The Supplier will allow the Council to inspect, at any time within working hours, the accounts, and records which the Supplier is required to keep.
- 13.4 The Supplier will maintain a formal risk register of the risks relating to the Works, which the Council and the Supplier have identified.

14 Other Relevant Details

14.1 COVID-19

- 14.1.1 The Supplier shall provide the Works in full compliance with the latest Government Guidance on social distancing and mitigation measures.

14.2 Brexit

- 14.2.1 The Supplier must highlight any implications related to the UK's departure from the European Union to the Council at the earliest opportunity throughout the Contract term and include these in any Tender or Request of Quotation response, where known.

15 Corporate Social Responsibility

15.1 Requirements

- 15.1.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of Suppliers who work with government.
(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)
- 15.1.2 The Council expects its Suppliers and subcontractors to meet the standards set out in that Code. In addition, the Council expects its Suppliers and subcontractors to comply with the standards set out in this Section.
- 15.1.3 The Supplier acknowledges that the Council may have additional requirements in relation to corporate social responsibility. The

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Council expects that the Supplier and its subcontractors will comply with such corporate social responsibility requirements as the Council may notify to the Supplier from time to time.

15.2 Equality and Accessibility

- 15.2.1 In addition to legal obligations, the Supplier shall support the Council in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
- a. eliminate discrimination, harassment, or victimisation of any kind; and
 - b. advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

15.3 Modern Slavery, Child Labour, and Inhumane Treatment

- 15.3.1 Modern Slavery Helpline - means the mechanism for reporting suspicion, seeking help or advice and information about modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.
- 15.3.2 The Supplier:
- a. shall not use, nor allow its subcontractors to use forced, bonded or involuntary prison labour;
 - b. shall not require any Supplier staff or subcontractor staff to lodge deposits or identify papers with the employer and shall be free to leave their employer after reasonable notice;
 - c. warrants and represents that it has not been convicted of any slavery or human trafficking offenses anywhere around the world;
 - d. warrants that to the best of its knowledge it is not currently under investigation, inquiry, or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;
 - e. shall make reasonable enquires to ensure that its officers, employees, and subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world;
 - f. shall have and maintain throughout the term of any of its Contracts, its own policies, and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its subcontractors anti-slavery and human trafficking provisions;
 - g. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under any of its Contract;
 - h. shall prepare and deliver to the Council, upon request, a slavery and human trafficking report, setting out the steps it has taken to ensure that slavery and human trafficking is not taking place

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- in any of its supply chains or in any part of its business with an annual certification of compliance;
- i. shall not use, nor allow its employees or subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or subcontractors;
- j. shall not use or allow child or slave labour to be used by its subcontractors;
- k. shall report the discovery or suspicion of any slavery or trafficking by it or its subcontractors to the Council and Modern Slavery Helpline.

15.4 Income Security

15.4.1 The Supplier shall:

- a. ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- b. ensure that all Supplier staff are provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- c. All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- d. not make deductions from wages:
 - i. as a disciplinary measure;
 - ii. except where permitted by law; or
 - iii. without expressed permission of the worker concerned.
- e. record all disciplinary measures taken against Supplier staff; and
- f. ensure that Supplier staff are engaged under a recognised employment relationship established through national law and practice.

15.5 Working Hours

15.5.1 The Supplier shall:

- a. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- b. that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed forty-eight (48) hours per week unless the individual has agreed in writing;
- c. ensure that use of overtime used responsibly, considering:
 - i. the extent;
 - ii. frequency; and
 - iii. hours worked; by individuals and by the Supplier Staff as a whole.

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- 15.5.2 The total hours worked in any seven (7) day period shall not exceed sixty (60) hours, except where covered by Paragraph 5.3 below.
- 15.5.3 Working hours may exceed sixty (60) hours in any seven (7) day period only in exceptional circumstances where all the following are met:
- a. this is allowed by national law;
 - b. this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce; appropriate safeguards are taken to protect the workers' health and safety; and
 - c. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents, or emergencies.
- 15.5.4 All Supplier staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

15.6 Sustainability

- 15.6.1 The Supplier shall meet the applicable Government Buying Standards, which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Appendix 1 – Definitions

- 1.1. The definitions of terms and/or acronyms used within this document are set out in Table B, below.

Table B – Definitions

Term or Acronym	Definition
Delay	<ul style="list-style-type: none">a. a delay in the Achievement of a Milestone by its Milestone Date; orb. a delay in the design, development, testing or implementation of the Works by the relevant date set out in the Programme of Works.
Achieved Performance Measure	In respect of any Works in any measurement period, the standard of performance achieved by the Supplier in the provision of the Works in the measurement period in question.
CDM	Construction (Design and Management) Regulations 2015.
Charges	The charges which shall become due and payable by the Council to the Supplier in respect of the Works in accordance with the provisions of the Contract.
Contract	The legal agreement between the Supplier and the Council, which details the Council's requirements, terms, and conditions.

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Term or Acronym	Definition
Contract Year	A period of twelve (12) months, commencing on the Contract Start Date.
Contractor	The company who wins the Contract, following evaluation of all bids received by the Council.
Council	North Northamptonshire Council.
Critical Failure	A failure by the Supplier, deemed to be so critical to the continued operation of the Works and/or Contract, as set out in this document.
Critical Service Level Failure	A failure in the Works, deemed to be so critical to the continued operation of the Works that the Council is unable to continue its minimum level of service, as set out in this document.
Day or Daily	Done, produced, or occurring every day
Default	Failure by the Supplier to fulfil its obligations and/or maintain its minimum agreed service levels under the Contract.
Failure	A failure by the Supplier to perform one or more of the requirements set out in the Contract.
Fortnight or Fortnightly	Done, produced, or occurring every two (2) weeks.
GDPR	The General Data Protection Regulation ((EU) 2016/679).
Government Data	Any data required for collection or use by any branch of Government.
Key Staff	Any individuals who are critical to the provision and/or delivery of the Works and any replacements for such individuals that may be agreed between the Parties from time to time.
Management Information Report	The reports to be prepared and presented by the Supplier regarding progress of the Works within the current reporting period. This may include a comparison of Achieved Performance Measures with the Target Performance Measures in the reporting period in question and measures to be taken to remedy any deficiency in achieved Performance Measures.
Milestone Payment	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of achievement of the relevant Milestone.
Mobilisation Period	The term during which any new Supplier makes arrangements to assume responsibility for delivery of the Works from an incumbent supplier.
Month	A calendar month.
Parties	North Northamptonshire Council and the successful Supplier.

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Term or Acronym	Definition
Performance Measure	The performance measurements and targets in respect of the Supplier's performance of the Works.
Performance Standard	The standards and requirements set out within this document, and all supporting documents.
Progress Meeting	A meeting between the Council's Representative and the Supplier's Representative.
Progress Meeting Frequency	The frequency at which the Supplier shall conduct a Progress Meeting with the Council.
Progress Report	A report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates.
Progress Report Frequency	The frequency at which the Supplier shall deliver Progress Reports to the Council.
Prohibited Act	<p>The following constitute Prohibited Acts:</p> <ul style="list-style-type: none"> a. to directly or indirectly offer, promise or give any person working for or engaged by the Council, a financial or other advantage to: (i) induce the person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; b. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement; c. committing any offence: (i) under the Bribery Act; (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud the Council; and/or d. any activity, practice or conduct which would constitute one of the offences listed under (a) to (c), if such activity, practice, or conduct had been carried out in the UK.
Reporting Date	A date, agreed by the Supplier and the Council, on which all reporting data will be provided.
Representative	Means, in relation to a Party, its employees, officers, representatives and advisors.
Works	A term used to describe the goods, supplies, service, works and/or any part, thereof and/or any other requirement to be provided and/or delivered by the Supplier, to fulfil the obligations and/or requirements of this document and all supporting documents.
Service Credit	A sum which the Council is entitled to deduct or invoice for a Service Failure.

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Term or Acronym	Definition
Service Credit Cap	A payment ceiling, agreed between the Supplier and the Council, after which the Council would consider a Service Level Failure to be a Critical Service Level Failure.
Service Level	The minimum level of service required of the Supplier by the Council when performing the service detailed in this document and all supporting documents.
Service Level Failure	A shortfall or failure by the Supplier to provide the Works in accordance with any Target KPI.
Service Level Threshold	The minimum level of service the Council expects of the Supplier.
Service Period	The agreed term, during which the Works will be provided by the Supplier or any of their representatives.
Site	any premises (including the Council's premises, the Supplier's premises, or third-party premises) from, to or at which: a. the Works are (or are to be) provided; or b. the Supplier manages, organises, or otherwise directs the provision or the use of the Works.
Start Date	The date the Contract starts.
Supplier	The organisation who wins the Contract, following evaluation of all bids received by the Council.
Target KPI	The minimum level of performance for a KPI which is required by the Council.
Week or Weekly	Done, produced, or occurring once a week.
Working Day	Monday to Friday, excluding any public holidays in England and Wales.