

7 HANDOVER & HANDBACK

7.1 Hand-Over and Mobilization

On and from the Handover Date of O&M Contracts, the Contractor shall provide the services to the specified performance standards and otherwise in accordance with the Contract.

The period between the Mobilization Date and the Handover Date is referred to as the Mobilization Period, which expires on the Handover Date, typically 60 days after the Mobilization Date. During the Mobilization Period the Contractor is required to begin providing the services on and from the Handover Date in accordance with the agreed Contract requirements and complete the Mobilization activities and fulfill the conditions to the satisfaction of the DMAT.

During the Mobilization Period the Contractor shall ensure all key personnel are available to familiarize themselves with the services to be provided, the sites and the System; and undertake the Mobilization activities set out in accordance with their mobilization plan, i.e. submitting the required documents listed, to the DMAT for approval and mobilize all necessary resources, etc. all in accordance with the Contract requirements and to satisfaction of the DMAT.

7.2 Initial Inspection and Survey

The Contractor shall inspect/survey and report on the stormwater pumping stations during the first three (3) months of the Contract, this will include:

- Submitting a program of inspections/surveys for approval by the DMAT / Consultant.
- The inspection survey will identify existing defects.
- Using the survey to amend, verify apparent inaccuracies to existing records and drawings.
- Optimizing the existing routine maintenance program from the findings of this and subsequent inspections.

7.3 Acceptance and Hand-Over Inspection

7.3.1 Acceptance

The DMAT shall have 30 days to respond, clarify and negotiate the conditions of the Contract assets, as described in the Contractor's Initial Survey Report. The DMAT'S written response shall serve as the basis of the original asset condition. If the DMAT does not respond within 30 days, the asset will be deemed to be in condition as described in Contractor's preliminary analysis report.

However, in the event that either party does not agree with other party's evaluation of asset condition, then a mutual agreement, between DMAT and Contractor, based upon inspection results shall be carried out to finalize the conditions of the assets.

In the event that both parties agree that specific pipe sections and/or systems are partially or fully clogged or plugged, the DMAT shall have the financial responsibility for cleaning. The DMAT, at its discretion may assign the work to the Contractor at a negotiated pro rata basis.