

SCHEDULE A

SPECIFICATION

A.1 FRAMEWORK SPECIFICATION REQUIREMENTS

- 1.1 COCH, through its partner agency, CEF, is seeking to set up a Framework with experienced service providers who can provide energy and energy management facilities (generated electricity, steam, heating and chilling) and provide services (financing, operation and maintenance) for Contracting Authorities under a standard performance contract.
- 1.2 To be appointed to this Framework, the Bidder must have the proven project management and technical track record and skill to deliver a number of Call-Offs under the Framework.
- 1.3 The Bidder must confirm that they have extensive experience of design, project management, installation, operation, maintenance and lifecycling of energy infrastructure plant such as CHP, biomass, pyrolysis, chilling, district heating, lighting, insulation, heat from waste, waste management, solar PV and similar facilities for onsite generation, export and conservation of electricity, and production and transmission of steam, heat, minimisation of waste, compressed air and chilled water in public sector or similar sites or the delivery of critical services using such infrastructure plant.
- 1.4 In many cases the Supplier will be expected to take over the existing energy facilities building/boilerhouse and/or plant rooms relevant to the Call-Off, some under license and some under a simple lease, for the operational period of the Call-Off contract.
- 1.5 The Supplier will be expected to supply operational, lifecycling and maintenance support for the relevant plant and equipment (which may include existing plant and equipment), the details of which will be set out in the ITMC for each Call-Off.
- 1.6 The Supplier may be required to work on Call-Offs that are multi-site and may be multiagency (several Contracting Authorities calling off under the framework).
- 1.7 The Supplier must be able to deliver and guarantee the energy and energy management services to the relevant Contracting Authorities over the term of a Call-Off Contract (which is typically 15 to 30 years after actual practical completion).
- 1.8 Due to the ongoing data collection and reporting needs of the CEF trustees, which are embedded in the formation of CEF, this Framework may only be used by public sector bodies that are, or become, members of the CEF (Contracting Authorities).
- 1.9 The Supplier(s) will be invited to participate in a mini-competition for each Call-Off as and when required by Contracting Authorities.

A.2 SPECIFICATION REQUIREMENTS (CALL-OFF CONTRACTS)

The following specification is typical of an average CEF call-off project; in this case a medium sized UK NHS Trust that is not yet a foundation Trust.

Please note that project specific specifications and guidance will be provided for each Call-Off mini competition.

Document No A.2 – Specification, subject to project specific customisation

Overall Services:

1.1.2 Project Outcomes

The aim of the project is to deliver carbon reductions and energy savings through the funding available through the CEF Framework.

Please note that each Call-Off mini-competition under the Framework will seek a number of outcomes, and the Bidder will be expected to produce the specification for the Call-Off so as to achieve the desired outcomes. In that context this document is merely to exemplify how this might look, and what might be included. Bidders will find a wider description of all the schedules that Bidders are to provide in the specimen Call-Off contract.

The Call-Off must:

1. Comply with the CEF Contract version 6.0OL or 6.0SC (the version used will depend on the balance sheet treatment desired by the Contracting Authority), wherein a generic version of this specification exists
2. Provide robust infrastructure to ensure security of supply and resilience with risk transfer to the contractor
3. Address operational plant inefficiencies and backlog issues
4. Provide additional fuel resilience
5. Create flexibility to support the future development of the site
6. Deliver the Contracting Authority's commitment within its Carbon Management Plan to reduce carbon emissions
7. Support the evolution of the Contracting Authority's carbon reduction ambitions past 2017
8. Deliver Guaranteed Savings with significant NPV cash release as defined in the bid proforma.

Notwithstanding the above, Bidders may propose Variant Bids that deliver wider business benefits under the proposed form of performance contract.

1.1.3 General overview

The successful Bidder will be expected to have developed proposals and services to at least the level of detail required for an NHS Full Business Case and that required to satisfy any conditions attached to any grant or external funding approval and to produce the best possible mix of financial savings, CO2 savings and operational/ performance improvements. The Business Case and information for the funding approval shall clearly demonstrate the case for the proposed mix of savings and performance guarantees. All business cases will

require board (and in certain circumstances, NHS Improvement) approval. The link below to NHS Improvement guidance, is helpful as a checklist in that regard

<https://improvement.nhs.uk/resources/capital-regime-investment-and-property-business-case-approval-guidance-nhs-trusts-and-foundation-trusts/>

The entire scheme is to be repaid through Guaranteed Savings, with significant risk transfer from the Contracting Authority to the Bidder (Company) under the Framework's performance contract.

The purpose of a mini-competition is to find, in the professional opinion of the project team and Contracting Authority the best option for the Contracting Authority, and to pass the risk of the design, installation and operation of that solution, to the successful Bidder who proposed it.

The Contracting Authority expects Bidders to lead on and include, amongst other things all necessary actions and costs arising from the need to obtain planning or other consents and permits relating to external alterations, noise and air quality. Bidders shall also be expected to identify all risks and costs associated with connections to Utility district networks. The risk for these must have been transferred to the Bidder by the time Bidders respond to the Call-Off ITT. However, the Contracting Authority recognises that it will need to be supportive to Bidders and in this regard agrees to act, during each mini-competition, and thereafter by agreement, as the initial point of contact with the local authority or other competent authorities. Bidders should therefore ensure that any questions or assumptions are sent to the Contracting Authority by way of formal requests for Clarification, such that the project team can make arrangements for the matter to be addressed appropriately and the risk and responsibility remain with the Bidder as part of their Bid.

Bidders will also be expected to demonstrate a willingness and ability to work with, and to include for all costs associated with all necessary temporary works and services, applications for all necessary consents and approvals, the discharge of any conditions, payment of costs or undertaking of works required thereby and performance of the Client's duties under CDM by the Company.

It is envisaged that the contract will be for approximately 15 years, although a longer contract, or contracts of up to 30 years may be considered, possibly as a Variant Bid. The Core Bid requirements will be set out in the ITT for each call-off.

The successful Bidder shall allow for the timely obtaining of all appropriate Preliminary and full Accreditations required by their bids and, separately work with the Contracting Authority to gain any grants or any other available funding, including that which may become available to the Contracting Authority as a result of developing proposals to maximize the value of financial savings.

Except where alternative provisions are set out in the Call-Off mini-competition ITT, the operation, lifecycling and maintenance of existing energy services remain the responsibility of the Contracting Authority. The integrity of the Contracting Authority's existing energy services, save as specifically modified by a Bid must not be adversely affected by the Project Works or the operation of the contract Project Agreement.

Where CHP is proposed, the protocol in the event of power outage will be that the CHP drops out and the extant systems of the Contracting Authority will operate as per current arrangements. However, solutions that would permit CHP to run in island mode would be positively considered on some sites.

The Contracting Authority proposes to use available grant funding for part of the installation. CEF is available to fund the balance of capital investment on normal Fund terms. However, Bidders shall include an option to provide their own finance, if this offers better value to the Contracting Authority.

Any contractor funded elements should be off balance sheet, i.e. where the works are not funded by Contracting Authority funds. The Bidder is expected to make the case for this under the relevant accounting reporting standards as part of their Bid.

The Framework ITT contains the standard CEF contract (version 6.0OL), populated with exemplar data. The Framework ITT contains a number of Contracting Authority specific contractual items that over-ride those in the exemplar schedules. This Contract and schedules form part of this ITT.

It also contains Clarifications which the Contracting Authority expects to be reflected in the commercial terms of the contract.

1.1.4 Core scheme

Bidders shall offer a core energy infrastructure upgrade proposal that is both self-funding and has a significant impact on the Contracting Authority's and site carbon footprint as defined in the relevant Call-Off ITT.

CEF projects have the requirement that all the meters used for determining guaranteed savings shall have a pulsed output that is connected to a suitable meter pulse counting device that can be read by the CEF audit system on an instantaneous or day-1 basis.

1.1.5 Variations and improvements

All variants and improvements are subject to clarifications supplied by the Contracting Authority in individual Call-Off mini-competitions, and any remarks below are subject to the particular mini-competition.

The Contracting Authority will be happy to consider variant bids that enhance the core proposal and improve the overall value of the project to the Contracting Authority. Variants should be separately costed and unqualified.

The Contracting Authority will often consider, if this is appropriate, proposals for the provision of localised FM services, for example the management of its current energy centre, and opportunities for generating income/savings, where this will enhance the service provided to patients, visitors and staff.

The Contracting Authority will consider participation in revenue schemes (for example, participation in the short-term operating reserve scheme) to make use of the existing generating sets that provide backup electricity supply.

The operation and maintenance of energy services for the existing energy centre are currently provided by Contracting Authority staff, and the Transfer Regulations apply or may be deemed to apply. In that event the Contracting Authority and bidder shall fully comply with their legal obligations to consult and inform. Please see clause 27 of the CEF contract for more information.

1.1.6 The Carbon and Energy Fund (CEF)

All Call-Offs completed under the Framework are overseen by the Carbon and Energy Fund, throughout the procurement, installation and operational/ audit phases of the project until termination. All Contracting Authorities using the Framework are Members of the CEF and all rights accruing to Contracting Authorities using the Framework also accrue to CEF.

Under the Framework, the Fund will use the powers in the Framework agreement and the Contracting Authority Membership Agreement to assist the Contracting Authority in monitoring, auditing and supporting the Contracting Authority through the entire contract period, including termination.

The CEF will collect information automatically from each project under the Framework and use this information for benchmarking, project management and savings audit functions. The successful Bidder can expect to have to account monthly to the CEF for any periods during which the project does not, or appears to not, deliver the guaranteed savings for that period.

Detailed overview of typical services specification

The Contract calls for the provision of heat and electricity, and the bidder will guarantee the provision of such services plus n+1 plant availability, underwritten by availability deductions for any non-availability on top of the energy savings performance guarantee.

N+1 availability means that there is sufficient plant available at any one time to deliver services plus an additional item of plant on standby, so that at any time the failure of an item of plant such as a boiler, or chiller will not affect services to the Contracting Authority.

Schedule 1

Part 1 Planning/Consents

The Bidder is responsible for getting the appropriate planning and other consents required to legally operate the plant (for example CHP connection agreement, G59 agreement, planning permission, etc). This covers noise and emissions too.

The Bidder should include the costs of the planning application and fee for submission for planning and any other required consents.

Part 2 Safety During Construction

1. Both the Authority and the Company may be considered to be the Client in relation to the Works for the purposes of the CDM Regulations; and
2. the Company shall be the Client for the purposes of Regulation 4(8) of the CDM Regulations.
3. The Company warrants that it has the competence, resources and capacity to, and shall, observe, perform and discharge or shall procure the observance, performance and discharge of all the obligations, requirements and duties of the Client arising under the CDM Regulations in connection with the Works and, where necessary, the provision of the Services; and any obligations incumbent on the Client under any Code of Practice for the time being approved by the Health and Safety Commission pursuant to the Health and Safety at Work etc. Act 1974 issued in connection with the CDM Regulations.

Company responsibilities in respect of CDM Regulations

4. During the Project Term, the Company shall not, and shall not seek to, withdraw, terminate or in any manner derogate from its declaration that it will act as, and its acceptance of its responsibilities as, the Client in relation to the Works for all the purposes of the CDM Regulations. During the Project Term the Company shall, as and when required, serve, or shall procure that the Principal Designer serves, upon the Health and Safety Executive such declarations under the CDM Regulations as may be necessary in order to procure that in respect of the Works and the provision of the Services the Company will act as the Client for all the purposes of the CDM Regulations.
5. The Company shall issue to the Authority's Representative, within ten Business Days after the Actual Completion Date, one electronic copy (on computer disk, tape or other format) of all health and safety information relating to the Works in its possession (or which is reasonably obtainable) which is likely to be needed for inclusion in the Health and Safety File (including sufficient information about aspects of the design of the structure and the plant and/or equipment or its construction and/or installation or its maintenance as the Principal Designer will require in order to comply with his duties under the CDM Regulations in relation to the Health and Safety File in relation to the Works, and electronic or paper copies of every amendment or update to such file during the Project Term so that, at the Actual Completion Date, the Health and Safety File complies with the CDM Regulations.
6. The Company shall provide to the Authority the documentation that it is required to produce and/or procure pursuant to the CDM Regulations as required and in any event (including any statutory notifications of the Works) within 60 Business Days of the Actual Completion Date.

Authority responsibilities in respect of CDM Regulations

7. The Authority shall comply with its obligations as the Client for the purposes of the CDM Regulations.

8. The Authority shall provide to the Company the documentation that it is required to produce and/or procure pursuant to the CDM Regulations as required and in any event (including any statutory notifications of the Works) within 60 Business Days of the Actual Completion Date.

Contracting Authority's Construction Requirements (*indicative/ exemplar*)

Please see the CEF contract for an outline, clean form of the schedule ready for completion by the successful bidder.

1 **Background**

[Contracting Authority and site details]

The Company will be required to design, build, operate and maintain new energy facilities to service the [] Public Sector Facility(ies). The Contracting Authority requires the Company to replace/upgrade some of the Existing Equipment, and then operate the replacement equipment (and any Continuing Equipment) for the contract term (15-30 years typically).

Throughout the Project Term, the Company is normally required to manage the new/ upgraded Energy Facilities, provide certain other Services. Apart from the core supply of heat, electricity and chilling, the Company is expected to tailor its services to produce the best energy and operational savings possible whilst maintaining the quality and quantity of service that a public sector facility requires.

The Contracting Authority is required to meet future energy and environmental targets, and so it is anticipated that the Company's Proposals will give due consideration to the installation and management of CHP and/or absorption chilling technology, along with any other considered energy, operational and maintenance savings measures.

The Project is required to deliver to the Contracting Authority guaranteed energy savings insofar as these are possible.

The Works will include some or all of the following:

- replacement of boilers;
- removal of redundant plant
- installation of CHP units or systems in a cogen or triggen configuration;
- Installation of new heating mains or district energy mains
- upgrading of insulation and condensate systems;
- installation of boiler economisers and flues as required;
- upgrading or replacement of control systems;
- replacement of HVAC and related plant
- plant operation;

- maintenance of plant;
- Lifecycling of plant (making such plant investments required to replace lifetime expired plant during the life of the contract)
- CHP QA, RHI, CRC and EUETS administration for the client, in a way as to maximise the benefit to the client.

The Company will also be expected to:

- install or bring in temporary plant and equipment, demolish and remove existing plant and equipment without interrupting the public sector bodies services or prime function
- Build new/ extend the boilerhouse or plant rooms if appropriate
- install new CHP plant and equipment;
- satisfy the requirements of the local planning authority;
- install economisers, replace LTHW heating and DHW heat exchangers and other HVAC systems;
- expand and integrate control systems
- integrate all metering used for proving guaranteed services into the CEF monitoring facility;
- maintain and operate the plant and equipment and provide other related services (where appropriate);
- maintain the existing supply during the installation and transfer to the new services;
- assume responsibility for operating the existing cooling plant and equipment and associated cooling towers; and
- take responsibility for retained plant and equipment and certain systems.
- Prove the complete functional performance of the plant through a set of witnessed tests for practical completion, before any payment for services can commence.

2 **Scope of the Works**

This scope is **indicative** only and must be tailored by the bidder to reflect the proposed installation. The bidder will also add tables of new equipment, transferring equipment and continuing equipment. Most equipment affected will be classified as replacement guarantee items, which means that the contractor will be expected to replace the equipment during the life of the contract should replacement become necessary to maintain function and performance.

- 2.1 The Contracting Authority requires the installation and commissioning of such plant, equipment, infrastructure and other amenities as shall be required to ensure compliance with the Contracting Authority's Services Requirements. Such plant,

equipment, infrastructure and amenities shall at a minimum include as part of the Works the following items:

- 2.1.1 installation of a CHP engine and CHP system including, heat recovery steam generator, with economiser and bypass damper as may be appropriate;
- 2.1.2 Installation of Biomass, incineration, pyrolysis or other plant as required.
- 2.1.3 installation of a dual fired combination steam boiler with economiser where required;
- 2.1.4 LTHW heating and DHW plate heat exchangers, and associated pumping system alterations where required to maintain system flow rates as required; and
- 2.1.5 such systems and other Conduits as are required to deliver electricity, steam, heat (in the form of LTHW, DHW or otherwise) and cooling (in the form of chilled water or otherwise) in accordance with Part 1 of Schedule 14 (*Contracting Authority's Services Requirements*) to the Termination Points.
- 2.1.6 Other items bid by the successful bidder that have been accepted in the preferred bidder letter.
- 2.2 The Works shall include everything necessary to install the proposed energy and energy management managed serviced facilities, fully commissioned in a manner that (subject to agreed interruptions to services to allow installation of the Company Equipment) ensures the functions of the [] public sector facility are maintained at all times.
- 2.3 Any interruptions or shutdowns of the electricity systems at the [] public sector facility must be fully planned and co-ordinated with the Contracting Authority's Representative.
- 2.4 The Company must submit a method statement to the Contracting Authority's Competent Person from time to time for approval prior to carrying out any notifiable work on any pressure system, insured system or restricted access plant.

3 Contracting Authority's other construction requirements

3.1.1 The Works shall comply with Good Industry Practice.

Compliance with Law and relevant industry standards

3.1.2 The Works shall comply with the requirements of the following:

3.1.2.1 the Factories Act 1961;

- 3.1.2.2 the Public Health Act 1961;
- 3.1.2.3 the Offices, Shops and Railway Premises Act 1963;
- 3.1.2.4 the Clean Air Act 1968;
- 3.1.2.5 the Gas Acts 1972 and 1996;
- 3.1.2.6 the Control of Pollution Act 1974;
- 3.1.2.7 the Health and Safety at Work Act 1974;
- 3.1.2.8 the Electricity Supply Regulations 1988 (SI No. 1988/1057);
- 3.1.2.9 the Electricity at Work Act 1989;
- 3.1.2.10 the Environmental Protection Act 1990 and associated Waste Regulations;
- 3.1.2.11 the Water Resources Act 1991, the Water Industry Act 1991 and the Water Act 2003;
- 3.1.2.12 the Environmental Protection (Controls of Injurious Substances) Regulations 1992 (SI No. 1992/31);
- 3.1.2.13 the Health and Safety (Display Screen Equipment) Regulations 1992 (SI No. 1992/2792);
- 3.1.2.14 the Manual Handling Operations Regulations 1992 (SI No. 1992/2793);
- 3.1.2.15 the Personal Protective Equipment at Work Regulations 1992 (SI No. 1992/2966);
- 3.1.2.16 the Workplace (Health, Safety and Welfare) Regulations 1992 (SI No. 1992/3004);
- 3.1.2.17 the Gas Safety (Management) Regulations 1996 (SI No. 1996/551);
- 3.1.2.18 the Construction (Health, Safety and Welfare) Regulations 1996 (SI No. 1996/1592);
- 3.1.2.19 the Confined Spaces Regulations 1997 (SI No. 1997/1713) and the Safe Working Confined Spaces Code of Practice;
- 3.1.2.20 the Provision and Use of Work Equipment Regulations 1998 (SI No. 1998/2306);
- 3.1.2.21 the Lifting Operations and Lifting Equipment Regulations 1998 (SI No. 1998/2307);
- 3.1.2.22 the Gas Safety (Installation and Use) Regulations 1998 (SI No. 1998/2451);

- 3.1.2.23 the Water Supply (Water Fittings) Regulations 1999 (SI No. 1999/1148);
 - 3.1.2.24 the Management of Health and Safety at Work Regulations 1999 (SI No. 1999/3242);
 - 3.1.2.25 the Building Regulations 2000 (SI No. 2000/2531);
 - 3.1.2.26 the Control of Substances Hazardous to Health Regulations 2002 (SI No. 2002/2677);
 - 3.1.2.27 the Work at Height Regulations 2005 (SI No. 2005/735);
 - 3.1.2.28 the Control of Asbestos Regulations 2006 (SI No. 2006/2739); and
 - 3.1.2.29 the CDM Regulations.
- 3.1.3 The Works shall comply with the requirements of the following:
- 3.1.3.1 all relevant Chartered Institute of Building Services Engineers Guides, including Guide A, Guide B4, Guide F, Guide H, Guide K and Guide M;
 - 3.1.3.2 the Institute of Gas Engineers Guide IGE/UP/1;
 - 3.1.3.3 the Health & Safety Executive HS(G) L56 Approved Code of Practice;
 - 3.1.3.4 the Health & Safety Executive Guidance Note PM5 and the PM6 Approved Code of Practice;
 - 3.1.3.5 the Institution of Engineering and Technology Regulations (BS 7671), 17th edition, including all associated guidance notes;
 - 3.1.3.6 all relevant British Standards and British Standards Codes of Practice issued by the British Standards Institute, including:
 - 3.1.3.6.1 British Standard 6644:2005 - Ventilation (over 600 kW) – 2MW;
 - 3.1.3.6.2 British Standard 5885 - Burners (Gas over 60K);
 - 3.1.3.6.3 British Standard 5482 - Liquefied Petroleum Gas (Parts 1 to 3); and
 - 3.1.3.6.4 British Standard 7671:2008 – Electrical Installations;
 - 3.1.3.7 Model Specification 36:1997 – Heating, Hot and Cold Water, Steam and Gas Installations;

- 3.1.3.8 Model Specification 37:1998 – Air-conditioning, Air Cooling and Mechanical Ventilation;
- 3.1.3.9 Engineering Recommendation G59/1 – “Recommendations for the connection of embedded generating plant to the regional Electricity Companies” and ETR 113; and
- 3.1.3.10 the Distribution code of the Public Electricity Suppliers of England and Wales,
- and all other relevant Regulations, British Standards and associated guidance.

Compliance with model engineering specifications

- 3.1.4 The Works shall comply with the requirements of the following model engineering specifications:
- 3.1.4.1 []; and
- 3.1.4.2 [].
- 3.1.5 Thermal insulation shall comply with the version of the Building Regulations current at the Agreement Date.

Local/statutory authorities

- 3.1.6 The Company will liaise with [] Council and all statutory undertakers which have any jurisdiction with regard to the Works or with those systems which will be connected to the Works and obtain from them the location of all existing services and their requirements in relation to the Works.
- 3.1.7 The Company will obtain full approval from the Local Building Control Officer ([] Council Building Control) and pay all fees and charges in connection with location of any new external plant. The Company will obtain approval from [] Council Building Control of planning drawings and all other drawings required throughout the Works as necessary and will pay all fees and charges in connection therewith.

Environmental and social responsibility

- 3.1.8 The Company will be expected to be:
- a member of the Considerate Contractor Scheme, and to register the Project with the Considerate Constructors Scheme (<http://www.ccscheme.org.uk>)
 - certified under BS EN ISO 14001 – Environmental Management Systems – or to operate similar management systems.
- 3.1.9 The Company's Proposals will demonstrate a commitment to comply with best practice site management principles for a project of this nature.

Building Regulations

- 3.1.10 The Company's will obtain all necessary consents required under the Building Regulations, its Approved Documents and subsequent amendments, and for paying all associated costs and charges.

Fire safety

- 3.1.11 The Company will comply with the requirements of documents and guidance relevant to the management of fire risk in [hospitals, such as HTM05 – fire precautions in hospitals,]¹ the Building Regulations, Fire Practice Notes and the Fire Precautions Act.
- 3.1.12 The Company will meet as required with the Authority's Fire Officer to sign off all design proposals.
- 3.1.13 The Company will make certain that, prior to completion of the Works, all areas and services have been appraised by competent persons so that Firecode and all other relevant statutory requirements are complied with.
- 3.1.14 The Company will take all necessary precautions to prevent personal injury, death and damage to the Works or other property from fire and will comply with the Fire Prevention on Construction Sites 1992, the Joint Code of Practice from Fire on Construction Sites and Buildings Undergoing Renovation and the Loss Prevention Council documents.

Health and safety

- 3.1.15 The Company will ensure the safe working of its employees and the employees of any Sub-Contractor, and the Authority's staff and all members of the public who may be connected with or affected by the Works.
- 3.1.16 Any matters which in the opinion of the Company are liable to be a hazardous deficiency at any time will be notified by the Company to the Authority's Representative in writing before proceeding with the Works.
- 3.1.17 The Company will make certain that its employees and the employees of any Sub-Contractor or any other person working to his order are fully aware of the means of escape, Authority Policies for any area of which he is working. All escape routes for means of escape or fire routes are to be kept clear at all times in so much as it is within the Company's power to keep clear. Where there is no alternative but to block such routes, the Company will obtain the written agreement of the Authority's Representative prior to such aspect of the works commences.
- 3.1.18 The Company will comply with all current Law in respect of asbestos and the Asbestos Register, and (subject to clauses 28.6 and 28.7 (*Site security and personnel issues - Authority Policies*)) the Authority's safe working with asbestos policy and procedures from time to time.

Construction Design Management

¹ Amend if the Project is not a project in the healthcare sector.

3.1.19 The Company will develop and implement a Health and Safety Plan in compliance with the CDM Regulations.

3.1.20 All relevant documentation will be submitted to the Principal Designer for information/attention for retention within the Project Health and Safety file.

Design life

3.1.21 The Company will make certain that all main plant, equipment and systems has a minimum life expectancy as identified within CIBSE Guide B and British Standard ISO 15686-1, in particular Table 1.

Quality control

3.1.22 The Company will establish and maintain quality control procedures in accordance with British Standard EN ISO 9001, so that the design and construction, including the work of all sub-contractors, complies with the specified requirements. The Company will maintain full quality assurance records and audits and make these available to the Authority for inspection as requested.

3.1.23 Prior to appointment, the Company will prepare a Quality Plan for the design and construction of the Works in accordance with its quality management systems. The quality management system will be the responsibility of the quality control manager, who will be a designated member of the Company's management team, with overall responsibility for quality Control during design and construction.

Quality control audits

3.1.24 Within the Quality Plan, the Company will establish a regime for quality control audits throughout the period of design and construction. The Company will provide the Authority with a schedule of these proposed audits.

Electromagnetic compatibility

3.1.25 The Company will comply with the Electromagnetic Compatibility Directive 2004/108/EC. In particular, the Company will include in the Company's Proposals an electromagnetic compatibility management control plan and make allowance for training appointed Authority personnel in its purpose, use and continual conformity.

Documentation

3.1.26 The Company will, prior to the commencement of the Works, prepare design documents such as drawings, calculations and other documents made available in good time to enable all interested Parties to make full use of the information to comply with the Programme.

3.1.27 The Company will complete the design and detailing of the work and provide complete production information, including:

- co-ordination drawings

- installation drawings
- schematic drawings
- wiring diagrams
- shop drawings
- manufacturers drawings
- co-ordinated installation design drawings
- calculations
- technical submittals
- plant and equipment schedules
- control logic diagrams.

3.1.28 The Company will check and approve all documents provided by manufacturers or specialist sub-contractors to make certain that all the Authority's requirements have been incorporated. All relevant documents will include an appropriate document register and certificate confirming that they have been checked.

Examination of information

3.1.29 The Company will submit, within ten Business Days after the Agreement Date, a schedule of drawings, diagrams, schedules and other documents which will be prepared during the Works. This schedule will clearly identify all drawing numbers, titles and dates of issue to correspond with the programme and be continually updated to reflect the current drawing production and revision together with dates of issue.

3.1.30 The Company will take into account all comments made by the Authority's Representative before any of the New Equipment is installed.

3.1.31 The sanctioning of the Company's design information will be as follows:

- prior to issue of any documentation this must be reviewed internally and signed as checked by the Company
- documentation quantities will be as agreed during the dialogue process but be in electronic format
- drawings will be returned by the nominated person on behalf of the Authority within a seven day period
- each document will be returned with a standard sanction status.

3.1.32 The Company will make certain that all documentation issued by the Company is clearly marked with its status, initially "FOR SANCTION" through to "FOR CONSTRUCTION" when returned with no comment. No documents will be marked "FOR CONSTRUCTION" if they are returned as Status B (revise and proceed to next issue status) or Status C (revise and resubmit), or not signed off by the Authority or his nominated person.

4 Other general works requirements

- 4.1 The Works will comply with the architectural, planning and other requirements set out in Part 2D to Schedule 14 (*Authority's Services Requirements*), and the requirements of the local planning authority.
- 4.2 The Company shall, at all times while carrying out the Works, comply with the Authority Fire Policy.
- 4.3 Works will be compatible with the relevant Authority's systems at the relevant Delivery Point or Termination Point (as the case may be), and will also be acceptable to the Electricity Distribution Network Operator (including in relation to G59 protection).
- 4.4 Any repairs or rebuilding work carried out to the Energy Facilities Building during the Project Term in accordance with this Agreement will, so far as is possible, be carried out in accordance with the requirements of this Schedule 3 as they apply to the Works.

5 **Services**

- 5.1 The Energy Facilities must be capable of supplying [all] [a significant proportion] of the Authority Estate's electrical [and hot water] base load demands. [The] Authority Estate's electrical demands are to be met through a combination of the new energy and energy management facilities and a firm grid electricity connection. To the extent possible, the Company will facilitate the export of surplus generated electricity from the Authority Estate.]
- 5.2 The Company will provide operation and maintenance support for the Energy Facilities [and the Continuing Equipment.
- 5.3 [The Interim Services will be provided between the Interim Services Supply Date and [the Actual Completion Date] [].]

6. **Interim Services**

The Interim Services will be provided, when required between the Interim Services Supply Date and the Actual Completion Date, especially when construction and operation has to occur in the same space, and careful management is required to assure safety and reliability of services.

Part 3 Service level specifications

The Contracting Authority(s) at Call-Off mini-competition stage will provide a bespoke specification to meet the Public Bodies requirements

1 **First line reactive services**

The Company will provide, in relation to the Boilerhouse a services management regime.

The Company will receive all breakdown or defect calls and reports concerning the CHP equipment via the telephone, answer phone or radio pager numbers provided by

the Contracting Authority from time to time. The Company will log all such calls identifying:

- 1.1.1 the time of the call;
- 1.1.2 the precise nature of the defect or breakdown;
- 1.1.3 the persons reporting and receiving the report of the defect or breakdown; and
- 1.1.4 the action taken in relation to the defect or breakdown;

and will respond to each such incident in accordance with paragraph 1.3.

However the Company is expected to have control systems in place that record alarms and faults, when they occurred and when they ended, and such alarms and systems are to be used by the Company to provide proactive management that does not wait for a call from the client. The information system is to communicate with the CEF performance management system and to inform the monthly reconciliation of performance, service credits and availability deductions.

The Company will 'make safe' without delay any defect or breakdown and will remedy all such defects or breakdowns as soon as possible where it is possible for the Company to do so without dismantling the item which is the subject of the defect or breakdown. The parties acknowledge and agree that each such incident will be assessed in the light of all the circumstances, but by way of example only:

- 1.1.5 the following defects or breakdowns are defects or breakdowns (as the case may be) which the Company would be expected to remedy:

- 1.1.5.1 leaking pipework, valves and fittings where remedy is possible without the installation or replacement of parts; and

- 1.1.5.2 Pressure or temperature or other service deviations that might affect the clients of the services provided

- 1.1.6 the following defects or breakdowns are defects or breakdowns which the Company would be expected to 'make safe':

- 1.1.6.1 Items that affect safety of any persons.

- 1.2 In relation to all incidents reported to the Company by the Contracting Authority or of which the Company otherwise becomes aware, the Company will:

- 1.2.1 respond to the relevant incident by no later than the Required Service Response Time; and

- 1.2.2 make safe or rectify the relevant incident by no later than the Required Rectification Time.

- 1.3 The Company will:

- 1.3.1 immediately report to the Contracting Authority's on-call engineer any defect or breakdown reported to the Company by the Contracting Authority or of which the Company otherwise becomes aware which cannot be remedied or made safe by the Company which might lead to material disruption to the

Contracting Authority Estate or part of it; This system should be as automated as possible, and

- 1.3.2 report by e-mail to the Contracting Authority's estates department 'Help Desk' at 8.00 a.m. on the morning of the first Business Day following the report of the defect or breakdown any defect or breakdown reported to the Company by the Contracting Authority or of which the Company otherwise becomes aware which:

- 1.3.2.1 cannot be remedied or made safe by the Company but which will not lead to material disruption to the Contracting Authority Estate or part of it; or

- 1.3.2.2 can be made safe by the Company but not remedied in full.

- 1.4 If a defect or breakdown reported to the Company by the Contracting Authority or of which the Company otherwise becomes aware is in the heat or electrical distribution systems the Company will:

- 1.4.1 'make safe' without delay the defect or breakdown and report the fault to the Contracting Authority's on call engineer.

- 1.5 In the event of a defect or breakdown reported to the Company by the Contracting Authority or of which the Company otherwise becomes aware which requires the urgent purchase of spare parts or materials, the Company will contact the Contracting Authority's on-call engineer to seek authorisation prior to making or committing to any purchase. Contact should only be made where the parts or materials are required to rectify a defect or breakdown of an Emergency or Urgent nature.

- 1.6 In the event of the Company needing to make a purchase of spare parts or materials as set out in paragraph 1.5 and the Contracting Authority's on-call engineer is not available, the Company shall notify the Contracting Authority at 8.00 a.m. on the Business Day following the purchase being made and shall provide a materials invoice for the items purchased. The Contracting Authority shall have no obligation to pay for spare parts or materials which are not required to rectify a defect or breakdown of an Emergency nature.

- 1.7 In the event of the Company attending a reported incident at any part of the Contracting Authority Estate and it is subsequently found that, by the time of the Company's attendance:

- 1.7.1 the defect or breakdown no longer exists; or

- 1.7.2 the defect or breakdown has been remedied other than by the Company,

- the Company will submit a report to this effect to the Contracting Authority during the Business Day following the reported incident but, for the avoidance of doubt, the Contracting Authority shall not be liable for any payment to the Company in relation to such reported incident.

- 1.8 Where the Company is requested by the Contracting Authority to assist in resolving an Emergency incident outside of the periods set out in paragraph 1:

- 1.8.1 where the request relates to the Energy Facilities, the request should be actioned immediately; and

- 1.8.2 where the request relates to any other plant or equipment or location, the request should be directed to the Contracting Authority's estates department help desk.

Part 2 Method Statements

[the Company's statement of the methods it will use to satisfy the Service Level specifications to be set out in this Part.]

PART 2 Contracting Authority's ancillary services requirements

PART 2A General services, management and reporting (Schedule 14)

1 Compliance with this Schedule

Where anything is required to be done under this Schedule 14 and no time for such action is set out, the party required to act shall do so as soon as is reasonably possible unless there is an Emergency or the matter is Urgent when it will act immediately provided always that either party may refer such matter (unless there is an Emergency or it is Urgent) to the Liaison Committee to resolve.

2 Management

- 2.1 The Company will notify the Contracting Authority's Representative of the management structure, responsibilities and lines of communication put in place by the Company in respect of the Services and any material changes in such structure, responsibilities and lines of communication during the Project Term shall be reported to the Contracting Authority.
- 2.2 The Company will comply with its obligations under clause 11 of the Project Agreement. The Company will develop a series of reporting and management information as agreed with the Contracting Authority's Representative.
- 2.3 Throughout the Project Term, the Company will:
 - 2.3.1 ensure that systems and controls as agreed with the Contracting Authority in writing are in place to manage health and safety, safeguard property, cash and commodities in all Services and that appropriate records are kept and are available for inspection at the Company's expense;
 - 2.3.2 co-ordinate adequate communication and liaison between Service Providers and the Contracting Authority, implement a comprehensive system of control in the form of management reports relating to the delivery of the Services and

shall make the same available to the Contracting Authority on request by the Contracting Authority;

- 2.3.3 analyse each of the Services and in respect of each Service produce a programme that details any proposals for changes to the Services or any Method Statement, the likely impact of those changes, the financial implications of the changes, the impact of the timing of such changes or the Contracting Authority's ability to carry out its functions and any other matter which the Contracting Authority may require according to the agreed variation procedure;
 - 2.3.4 provide information to the Contracting Authority for contribution to the Contracting Authority's internal and external public relations;
 - 2.3.5 notify the Contracting Authority as soon as reasonably possible of any matters which the Company considers a hazard, establish adequate systems for the receipt from the Contracting Authority and dissemination to Company Parties and Service Providers of all hazard warnings and safety action bulletin notices published by the Contracting Authority and to which they are subject under this Agreement and ensure appropriate action is taken and recorded by the Company. If this amounts to or has the effect of being a change in a Contracting Authority Policy, it shall be dealt with pursuant to clauses [26.6] to [26.8] (inclusive);
 - 2.3.6 comply with internal and external requests for inspection by the Contracting Authority within a reasonable time frame;
 - 2.3.7 attend to all variances from stated KPIs at the earliest practicable opportunity; and
 - 2.3.8 report any repairs identified by the Company to plant and equipment (other than the Company Equipment) as being outside the scope of this Agreement to the Contracting Authority for action.
- 2.4 Throughout the Project Term, the Company will ensure that:
- 2.4.1 job instruction documents are formatted to incorporate and make provision for:
 - 2.4.1.1 asset location;
 - 2.4.1.2 asset details;
 - 2.4.1.3 maintenance task/s;
 - 2.4.1.4 signature and date confirmation of the task carried out;

- 2.4.1.5 entry of start and completion times;
- 2.4.1.6 tradespersons comments or condition of the asset;
- 2.4.1.7 readings/measurements etc. required by the instruction; and
- 2.4.1.8 countersignature of the Site manager; and
- 2.4.2 breakdown/emergency requisition issue documents identify:
 - 2.4.2.1 Unique job number;
 - 2.4.2.2 Name of originator of request (incl. Tel extension number);
 - 2.4.2.3 Location of failure;
 - 2.4.2.4 Nature of failure;
 - 2.4.2.5 Date and time reported;
 - 2.4.2.6 Date and time taken and time completed;
 - 2.4.2.7 End user satisfaction signature; and
 - 2.4.2.8 Countersignature of Site manager.

3 Site manager

- 3.1 The Company will appoint a Site manager to act as the daily point of contact between the Company and the Contracting Authority.
- 3.2 The Company will ensure that the Site manager appointed pursuant to paragraph 3.1 is fully acquainted with the operational needs of the Energy Facilities, the Dispersed Plant Rooms and the Site.
- 3.3 The Company will ensure that the Site manager is responsible for the day-to-day management and operation of the Energy Facilities and that he has full authority to act on behalf of the Company for all matters relating to delivery of the Services. These responsibilities and duties will include:
 - 3.3.1 ensuring the Site is adequately staffed at all times to meet the Contracting Authority's Services Requirements;
 - 3.3.2 management, supervision and control of staff engaged in the delivery of the Services (including ensuring compliance with the provisions of paragraph 7);
 - 3.3.3 management of Programmed Maintenance and statutory inspections;

- 3.3.4 act in a proactive role to identify and bring to the attention of the Contracting Authority, for the Contracting Authority's consideration, any energy saving measures or plant enhancements that would improve efficiency and reduce operating costs;
 - 3.3.5 contacting and directing staff engaged in the delivery of the Services as necessary for Emergency works;
 - 3.3.6 ensuring staff engaged in the delivery of Services comply with all Law and applicable codes of practice and standards procedures;
 - 3.3.7 administering staff engaged in the delivery of the Services procedures required under the Health & Safety Regime;
 - 3.3.8 producing risk assessments and method statements for tasks carried out by the Company and/or any Sub-Contractors;
 - 3.3.9 arranging access to buildings for staff engaged in the delivery of the Services;
 - 3.3.10 monitoring plant and equipment to ensure rapid identification of any operational anomalies and ensuring that the Contracting Authority and the Company's Representative is made aware of any non-routine operational matters;
 - 3.3.11 monitoring and recording progress of Maintenance and repairs;
 - 3.3.12 monitoring performance standards and the compilation of KPI Target information;
 - 3.3.13 receiving, collating and filing Maintenance reports and records;
 - 3.3.14 receiving defect reports and taking appropriate action to complete repairs;
 - 3.3.15 recording gas, electricity and other fuel meter readings;
 - 3.3.16 ordering, obtaining and verifying delivery and receipt of materials and goods applicable to the Services;
 - 3.3.17 liaising with the Contracting Authority regarding works outside the scope of this Agreement;
 - 3.3.18 ensuring that all documentation required by Law and relating to the Services is accurate and up to date.
- 3.4 The Company will ensure that the Site manager and/or his deputy is/are available between the hours of 8.00 a.m. and 4.00 p.m. Monday to Friday each week. The Site

manager and his deputy must be capable of being contacted by the Company's Representative and the Contracting Authority's Representative 24 hours every day. All references in this paragraph 3 to obligations of the Site manager shall also apply to his deputy.

4 Continuous improvement

4.1 The Company will commit to continuous improvement and will implement systems to facilitate this objective.

4.2 All maintenance tasks and frequencies set out in this Schedule 14 shall represent a minimum requirement for that particular task forming part of the Schedule of Programmed Maintenance.

4.3 The Company will produce a Monitoring Report in accordance with paragraph 6.1. If performance is found to fall below the criteria given in this Schedule 14 and Schedule 18 (*Payment Mechanism*) then the Company shall organise and attend a meeting with the Contracting Authority's Representative within ten Business Days. By the end of the meeting the Company shall have produced an agreed action plan with the Contracting Authority's Representative having considered the following:

4.3.1 the result achieved and the current relevant policy strategy and or methodology;

4.3.2 plan and develop policy strategy and or methodology to improve performance;

4.3.3 programme for deployment of new strategy policy and or methodology;

4.3.4 programme for review of new strategy policy and or methodology.

4.4 The Company will implement and monitor such action plans as agreed with the Contracting Authority's Representative.

5 Performance monitoring

5.1 The Company will comply with the performance criteria set out in this Schedule 14.

5.2 The Company shall throughout the Project Term keep suitable records of data and investigate any significant trends that develop during the Project Term, reporting these to the Contracting Authority's Representative from time to time.

5.3 In the event that any performance level is outside the 'Notify' range indicated for that service, then the Company shall notify the Contracting Authority's Representative by e-mail and agree the appropriate remedial action that shall be implemented by the Company to ensure that the KPI is returned to within the set limits at the earliest practicable opportunity.

6 Reporting

6.1 The Company will prepare a report (the **Monitoring Report**) in the form of the proforma report set out in Appendix 3 to this Schedule 14 and deliver it to the Contracting Authority within ten Business Days after the end of each Contract Month. The monitoring report shall contain the following information in respect of the Contract Month just ended:

- 6.1.1 the monitoring which has been performed in accordance with this Schedule 14 and Schedule 18 (*Payment Mechanism*) with a summary of the findings;
- 6.1.2 a summary of all incidents reported to the Helpline Service during the Contract Quarter including the Actual Service Response Times and Actual Rectification Times;
- 6.1.3 a summary of all Service Failures;
- 6.1.4 the Services and parts of the Contracting Authority Estate affected and/or the clauses of this Agreement not complied with;
- 6.1.5 the duration of any Service Failure event not rectified on time in hours, with the time and date it commenced and the time and date it ceased;
- 6.1.6 the relevant volume related data (e.g. energy consumed etc.); and
- 6.1.7 any deduction of Service Credits from the Monthly Service Payments, in accordance with Part 3 of Schedule 18 (*Payment Mechanism*). This should also include any calculation of Indexation of the Monthly Service Payments and Service Credits.

For the avoidance of doubt, all reports will clearly identify the clause of this Agreement not complied with and/or the unit and or Service in relation to which each Service Failure has occurred.

6.2 The Company will prepare annually within 30 days of the end of each Guarantee Year a report (the **Savings Audit Report**) which shall include the following information:

- 6.2.1 the actual planned and actual levels of Energy Savings and Non-Energy Savings delivered during the Guarantee Year as described in Part 2 of Schedule 18 (*Payment Mechanism*) (together with all relevant calculations to support the figures arrived at);
- 6.2.2 any Additional Savings, Early Savings or Excess Savings accrued during the Guarantee Year and, in the case of Early Savings, the dates from which Early Savings began to accrue and appropriate metering date should be included;

- 6.2.3 planned and actual level of CCL exemption received;
 - 6.2.4 heating and chilled water volumes;
 - 6.2.5 statement of all Service Failures and Service Credits relating to each Contract Month;
 - 6.2.6 contingency plan updates as noted in paragraph 10; and
 - 6.2.7 any Company proposals for continuous improvement of performance.
- 6.3 In the event that savings are disputed or delivery is in question both parties should agree a revised monitoring regime to adequately track the Guaranteed Savings.
- 6.4 In addition to the obligations set out above, the Company shall:
- 6.4.1 keep a record of all occasions that a test result is logged as being outside the set KPI and present a summary of such data at the monthly meeting between the Contracting Authority and the Company. The summary report shall state each of the individual KPIs and the number of variances that occurred both in the current month and in the current Contract Year together with comparison data relating to the previous month and Contract Year;
 - 6.4.2 produce and issue works tasks (job sheets) to staff engaged in the delivery of the Services and to Sub-Contractors in a standard form for all works carried out in Dispersed Plant Areas or areas outside the Energy Facilities Building;
 - 6.4.3 on completion of tasks, compile a report confirming works carried out and identifying any defects found which shall be dated and signed by the person who carried out the work and countersigned by the Site manager;
 - 6.4.4 produce reports in a professional manner and which are clearly legible, dated, signed and where necessary, countersigned;
 - 6.4.5 retain all completed task/report sheets for inspection by the Contracting Authority for a minimum period of seven years from the date of task completion;
 - 6.4.6 retain condition reports of boiler flues for a minimum of ten years;
 - 6.4.7 attend a meeting every month with the Contracting Authority and submit a progress report which shall give an overview of the Company's achievements and identify:
 - 6.4.7.1 performance of the Energy Facilities and invoice to Contracting Authority;

- 6.4.7.2 Programmed Maintenance tasks completed during preceding month;
- 6.4.7.3 Programmed Maintenance task outstanding and proposed remedial action;
- 6.4.7.4 deviations from KPIs and action taken;
- 6.4.7.5 number and type of call-outs from the [] Contracting Authority;
- 6.4.7.6 items requiring attention and proposals for improvement;
- 6.4.7.7 staffing issues; and
- 6.4.7.8 health and safety maintenance tasks which were programmed but for which the Works were not completed, which shall be subject to reprogramming by the Contracting Authority's Representative; and

6.4.8 complete daily log sheets.

7 Staff

- 7.1 The Company will ensure that adequate Authorised Persons and Competent Persons as required by relevant standards and Good Industry Practice are available to undertake maintenance tasks as may be required to meet the requirements of the project.
- 7.2 The Company will employ sufficient staff to ensure that Services are provided at all times and in all respects in accordance with the specification. The Company shall ensure that a sufficient reserve of staff is available to meet the requirements of this project during holidays and absences.
- 7.3 The Company will procure that all staff engaged in the delivery of the Services, in addition to the induction programme, are at all times properly and adequately notified, trained and instructed and the information recorded within their personal training records (including if reasonably practicable by way of continuing professional development) with regard to:
 - 7.3.1 the task that the individual has to perform;
 - 7.3.2 all the provisions of the services relevant to the duties to be performed;
 - 7.3.3 the Contracting Authority Policies, standing instructions and procedures, where relevant to the Services;

- 7.3.4 all relevant health and safety hazards, rules, policies and procedures concerning health and safety at work and all other mandatory and statutory requirements;
- 7.3.5 fire precautions, fire procedures and the Contracting Authority Fire Policy; and
- 7.3.6 the need for staff to show courtesy and consideration at all times.
- 7.4 For the avoidance of doubt, the Company will release staff as may be required from time to time to attend obligatory Contracting Authority training. The Company shall at its own expense provide suitably trained replacement staff so as not compromise the level or quality of Service delivery.
- 7.5 In carrying out the duties described in this project, the Company will:
 - 7.5.1 procure that all Company staff are properly and presentably dressed in appropriate uniforms and work wear (including protective clothing, gloves, eyewear, headwear, footwear and respiration protection where required), maintain a high standard of personal hygiene commensurate with their allocated tasks, and wear identification badges at all times while working at the Contracting Authority Estate;
 - 7.5.2 develop and implement adequate reporting procedures to the Contracting Authority with regard to staff suffering from any illness which may compromise the health and/or safety of any Contracting Authority employee or visitor and to identify instances of any staff having knowingly had contact with any person with any illness which may compromise the health and/or safety of any Contracting Authority employee or visitor.
- 7.6 The Company will respond to all requests given by the Contracting Authority's Representative or a designated Estates Officer in connection with the Project Operations.
- 7.7 The Company will provide adequate resources to carry out the Works at the allocated frequencies and to a programme determined by the Contracting Authority.

8 Policy and strategy

- 8.1 The Company will comply with Good Industry Practice and the Contracting Authority requirements set out in this paragraph 8.1 namely:
 - 8.1.1 British Standards and Codes of Practice, or equivalent standards;
 - 8.1.2 Contracting Authority Policies;
 - 8.1.3 Building Regulations;

- 8.1.4 fire safety requirements, specifically including the Contracting Authority Fire Policy;
 - 8.1.5 Equality Act 2010;
 - 8.1.6 Health & Safety at Work Act 1974;
 - 8.1.7 Data Protection Act 1998;
 - 8.1.8 Environmental Protection Act 1990; and
 - 8.1.9 other relevant Laws, regulations or Contracting Authority requirements.
- 8.2 The Company will assist the Contracting Authority in the future development of Contracting Authority Policies by providing information and revising and agreeing with the Contracting Authority relevant procedures in connection with the provision of the Services. The Company shall document all philosophies and methods of delivery of the Services in Method Statements and procedures manuals. These documents shall be kept up to date at all times and made available to all relevant Company staff and the Contracting Authority's Representative.

9 Environmental management

The Company will maintain an environmental management system, which will include:

- 9.1 an environmental policy;
- 9.2 regular review of organisation's environmental aspects;
- 9.3 setting objectives and targets to improve environmental impacts;
- 9.4 operational control procedures;
- 9.5 monitoring and recording;
- 9.6 role allocation and training;
- 9.7 non-conformance and corrective action process; and
- 9.8 system audit and management review,

all of which the Company will maintain to the Contracting Authority's reasonable satisfaction.

10 Actions at start of each site visit

- 10.1 At the start of each site visit, the Company will ensure that the Company's staff or staff of the relevant Service Provider sign in the shift log book, carry out and record the following:

10.1.1 carry out a visual check to verify correct operation of:

10.1.1.1 the CHP Engine and associated plant and equipment;

10.1.1.2 the standby generator sets available;

10.1.1.3 the boilers/steam raising facilities; and

10.1.1.4 the Absorption Chillers and associated plant and equipment;

10.1.2 take a sample of water from softener and test;

10.1.3 check CHP and control system for alarms and plant status reports; and

10.1.4 complete plant operational log sheets in a form agreed between the parties from time to time.

10.2 The Company will also:

10.2.1 key off and reinstate fire zones and/or detectors for Hot Working;

10.2.2 check the status of the fire alarm and smoke damper system and reinstate all isolations;

10.2.3 attend location of any fire call and provide technical liaison to the fire officer;

10.2.4 attend shift office in the event of a power failure or CHP trip and take corrective action;

10.2.5 record all reported lift breakdowns/faults and notify the Contracting Authority's lift maintenance contractor.

11 Contingency plan

11.1 The Company will develop, maintain and update each year (or as may be needed by changing circumstances) to cater for changes in Contracting Authority Policies, new technology and changes in Law the following contingency plans to ensure compliance with this Agreement:

11.1.1 fire and evacuation action plan that shall include the fire precaution procedures the Company shall operate in regard to the provision of the Services, including staff training and awareness, and fire drills/evacuations which interface with the Contracting Authority Fire Policy;

11.1.2 disaster action plan defining how the Company will manage each risk and identifying remedial action to be taken which interface with the Contracting Authority's estates services plan in Part 3B of this 0; and

- 11.1.3 Service specific risk assessments.
- 11.2 Each plan shall be developed in co-operation with:
 - 11.2.1 the Contracting Authority's fire safety manager;
 - 11.2.2 the local authority fire prevention officer;
 - 11.2.3 the emergency services; and
 - 11.2.4 the Contracting Authority's Estates Department.
- 11.3 All Company staff will familiarise themselves with the Contracting Authority's emergency plan and HTMs and be aware of the actions which must be followed in the event or likelihood of loss of any service.
- 11.4 The Company will provide such assistance as is within the Company's ability to remedy any failure or potential failure of any service and assist in the implementation of the Contracting Authority's Major Incident Plans as and when directed to do so by the Contracting Authority

12 Service requirements

In connection with the provision of Services, the Company will:

- 12.1 ensure that the Company's Representative liaises with the Contracting Authority's Representative as required by this Agreement (and other representatives of the Contracting Authority as may be appropriate) and that its representatives on the Liaison Committee attend meetings of that committee whenever convened in accordance with this Agreement;
- 12.2 liaise as necessary with any statutory bodies in respect of the Services provided; and
- 12.3 advise the Contracting Authority forthwith of any interruption or failure in service, or any reason it has to believe that a service may be interrupted or fail.

13 Stocks, consumables, materials and equipment

The Company will:

- 13.1 comply with clause [27] (Monitoring of Performance);
- 13.2 ensure sufficient stocks of materials and consumables are maintained for the provision of the Services and stored in a tidy manner in areas to be agreed by the Contracting Authority;

13.3 make all arrangements for the delivery/distribution of stocks of consumables, materials and other equipment as agreed by the Contracting Authority;

13.4 provide all consumables and Materials and Parts required for the Works including as a minimum, the following consumables within the Energy Facilities Building:

13.4.1 all CHP plant filters;

13.4.2 all lubricants;

13.4.3 Spark plugs;

14 Record keeping

14.1 The Company will maintain all records relating to the construction, installation and operation of the Works in accordance with Schedule 25 (*Record provisions*).

14.2 Notwithstanding the generality of paragraph 14.1, the Company will:

14.2.1 ensure that all tasks are recorded in shift log book;

14.2.2 maintain log of all CHP Engine faults and rectification measures;

14.2.3 maintain an up-to-date asset register for the Company Equipment; and

14.2.4 maintain records and documentation associated with the Works in a format agreed by the Contracting Authority and retained on Site.

14.3 Records referred to above shall include:

14.3.1 asset register (with Contracting Authority advised of any changes);

14.3.2 Maintenance reports;

14.3.3 defect records for the Energy Facilities;

14.3.4 shift logs, events and actions;

14.3.5 risk assessments and method statements;

14.3.6 Control of Substances Hazardous to Health documentation;

14.3.7 waste disposal records;

14.3.8 Portable Appliance Test records for the Company's items;

14.3.9 induction training; and

14.3.10 staff training and competences.

14.4 The Company will extract details from trade reports and input into the work management system (or such other system as may be used by the Company in accordance with this project) to enable information relating to all maintenance and breakdowns to be readily available to the Contracting Authority.

14.5 Information referred to in paragraph 14.4 shall as a minimum indicate (but not be restricted to):

14.5.1 Maintenance tasks issued;

14.5.2 Maintenance tasks completed;

14.5.3 outstanding maintenance task; and

14.5.4 notified defects and breakdown requisitions and action taken to completion.

Schedule 14 PART 2B:
ENERGY FACILITIES MAINTENANCE SERVICES

1 Key objectives

The Company will provide a high quality energy system Maintenance service that ensures the integrity of the Energy Facilities provided (in so far as are relevant to the scope of the Services). The Company will:

- 1.1 minimise disruption to the operation by the Contracting Authority of the [] Public Sector facility in the delivery of Maintenance;
- 1.2 provide effective energy system Maintenance which is cost effective, based on sound technical and operational requirements and standards and in accordance with such instructions as the Contracting Authority may reasonably require from time to time;
- 1.3 reduce overall energy and maintenance costs of the Contracting Authority by making use of new technology and legislation in accordance with Schedule 18 (*Payment Mechanism*);
- 1.4 ensure that the Energy Facilities do not cause or create any hazard to the environment and/or any person on the Public Sector Facilities Estate; and
- 1.5 maintain a safe environment using safe working practices including the use of a recognised risk assessment/management system to ensure that standards stay high, and that any slippage is recognised and corrected.

2 Process

- 2.1 The Company will comply with all requirements set out in this Schedule 14 relevant to the delivery of Maintenance services.
- 2.2 The Company will provide the Maintenance services 24 hours per day 365(6) days per year in accordance with the requirements of this Part 3B.
- 2.3 The Company will provide to the Contracting Authority a comprehensive Maintenance service including Programmed Maintenance and Reactive Maintenance of the Energy Facilities.
- 2.4 The Company will, subject to Schedule 16 (*Authority responsibilities*), be responsible for the Maintenance of the Energy Facilities.
- 2.5 The Company will provide, unless otherwise stated, all requisite plant, equipment, apparatus and consumable items required for the proper execution

of all work which the Company is required to carry out under this project; including scaffolding, craneage, tackle, machinery, tools or other appliances and everything else necessary for the work, and shall be responsible for their conveyance, use, subsequent removal, making good and cleaning.

2.6 In addition to the legislation and guidance stated in Part 2A of this specification and the obligations to comply with the Law and Good Industry Practice (including relevant guidance issued by the Chartered Institution of Building Services Engineers) the Company will take full regard of the following:

- 2.6.1 Authority policies and procedure documentation e.g. Fire, Equipment, Major Incidents, Health & Safety including Accident & Incident reporting and relevant Health Technical Memoranda;
- 2.6.2 the Authority Fire Policy and emergency procedures;
- 2.6.3 the Fire Precautions Act 1971;
- 2.6.4 the Electricity Supply Regulations 1988 (SI No. 1988/1057);
- 2.6.5 the Electricity at Work Regulations 1989 (SI No. 1989/635);
- 2.6.6 the Pressure Systems and Transportable Gas Containers Regulations 1989 (SI No. 1989/2169);
- 2.6.7 the Management of Health and Safety at Work Regulations 1992 (SI No. 1992/2051) and 1999 (SI No. 1999/3242);
- 2.6.8 the Manual Handling Operations Regulations 1992 (SI No. 1992/2793);
- 2.6.9 the Personal Protective Equipment at Work Regulations 1992 (SI No. 1992/2966);
- 2.6.10 the Workplace (Health, Safety and Welfare) Regulations 1992 (SI No. 1992/3004);
- 2.6.11 the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (SI No. 1995/3163);
- 2.6.12 the Confined Spaces Regulations 1997 (SI No. 1997/1713);
- 2.6.13 the Fire Precautions (Workplace) Regulations 1997 (SI No. 1997/1840);
- 2.6.14 the Provision and Use of Work Equipment Regulations 1998 (SI No. 1998/2306);
- 2.6.15 the Gas Safety (Installation And Use) Regulations 1998 (SI No. 1992/2451);
- 2.6.16 the Pressure Systems Safety Regulations 2000 (SI No. 2000/128);

- 2.6.17 Control of Pollution (Oil Storage) (England) Regulations 2001 (SI No. 2001/2954);
 - 2.6.18 the Control of Hazardous Substances to Health Regulations 2002 (SI No. 2002/2677);
 - 2.6.19 the Regulatory Reform (Fire Safety) Order 2005 (SI No. 2005/1541);
 - 2.6.20 the Control of Noise at Work Regulations 2005 (SI No. 2005/1643); and
 - 2.6.21 all other relevant enactments, regulations and working rules relating to safety, health and welfare.
- 2.7 The Company will bear all costs associated with the Company Equipment (including inspecting, commissioning, monitoring and testing utility, and mechanical and electrical services) and the Maintenance of the Energy Facilities Installation and the Continuing Equipment.

3 Programmed Maintenance

- 3.1 The Company shall provide comprehensive planned preventive Maintenance in accordance with the Schedule of Programmed Maintenance pursuant to clause [26] and Schedule 10 (*Review Procedure*) and both Programmed Maintenance and Unprogrammed Maintenance Work will be carried out in such a manner that the Energy Facilities (including the Company Equipment) to meet the Service Standards, Good Industry Practice, Condition B and any other relevant provisions of this Agreement. The Programmed Maintenance will seek actively to reduce the risk of reactive repairs and maintenance work, which may or may not affect the Contracting Authority. The Programmed Maintenance will include all Company Equipment as listed in Schedule 13 (*Equipment*).
- 3.2 The Company will carry out and complete all Programmed Maintenance at the scheduled time.
- 3.3 The Company will submit to the Contracting Authority for approval amendments to the Schedule of Programmed Maintenance.
- 3.4 The Company will, at the request of the Contracting Authority, make reasonable amendments to the Schedule of Programmed Maintenance.

4 Reactive Maintenance

- 4.1 In so far as is relevant to the Company Equipment and the Energy Facilities Installation, the Company will provide a comprehensive Reactive Maintenance service to carry out Unprogrammed Maintenance Work on an Emergency, Urgent and Routine basis. The Company will:

- 4.1.1 respond to any such requirement for Reactive Maintenance within the Required Service Response Times relevant to each category of event as set out in the table in Fig. 1 below; and
- 4.1.2 carry out any such Unprogrammed Maintenance Work:
- 4.1.2.1 in such manner as is required to achieve the Service Standards and the requirements of Law; and
- 4.1.2.2 within the Required Rectification Times relevant to each category of event as set out in the table in Fig. 1 below.

Fig. 1

Response (Category) (A)	Required Service Response Times (hours) (B)	Required Rectification Time (hours) (C)
Emergency	1 hour	2 hours
Urgent	1 hour	8 hours
Routine	4 hours	24 hours or at Contracting Authority's discretion dependent on Temporary Repair

5 Maintenance of Maintained Assets

In the event that (whether as a result of Programmed Maintenance or Unprogrammed Maintenance Work) the Company is required to undertake Maintenance Works in respect of the Maintained Assets, then:

- 5.1 where the normal life expectancy of the relevant item of Maintained Asset has been exceeded and the cost of repair is less than seventy five *per cent.* (75%) of the cost of replacing the relevant item of Maintained Asset, the Company shall repair and/or reinstate the item of [Maintained Assets (at its own cost; and
- 5.2 where the normal life expectancy of the relevant item of the Maintained Asset (as the case may be) has been exceeded and the cost of repair is seventy five *per cent.* (75%) or more of the cost of replacing the relevant item of Maintained Assets (as the case may be), the Authority shall in its absolute discretion:
- 5.2.1 repair and/or reinstate the item of Maintained Assets at its own cost (or reimburse to the Company all reasonable costs properly incurred in so doing); or
- 5.2.2 (at its cost) replace the relevant item of Maintained Assets (and, upon such replacement, the Company shall be obliged to Maintain such replacement item of equipment in accordance with this Part 2B),

provided that to the extent that the Authority fails to comply with its obligations to so replace such Maintained Assets such equipment shall cease to be designated as a Maintained Asset (as the case may be) until the Authority carries out such replacement.]

6 Statutory testing

- 6.1 The Company will advise the Contracting Authority in writing of all relevant statutory and regulatory tests which may be required to be carried out on the Energy Facilities attend upon and undertake where appropriate insurance, statutory and regulatory tests which may be required by Law, insurers or the Health and Safety Executive, in liaison with the Contracting Authority; and prepare and reinstate boilers, calorifiers or any other plant required for insurance company inspections. The Company shall provide Contracting Authority with a copy of the written project of examination as required within the pressure regulations.
- 6.2 The Company will prepare and reinstate the Energy Facilities as may be required, to enable engineering insurance surveyors to carry out inspections. The Company shall assume responsibility for planning and organising arrangements with the surveyors that shall be integrated into the Schedule of Programmed Maintenance.
- 6.3 The Company will be responsible for all corrective actions arising from such inspections and shall undertake such works to ensure Energy Facilities attains and maintains the standards required to satisfy the requirements of the statutory and regulatory tests.
- 6.4 The Company will commission all new plant and equipment installed repaired or replaced under this Agreement. This shall include the production of Maintenance manuals and as fitted drawings within agreed timescales.
- 6.5 The Company will test, label and record all portable Company Equipment, in each case as required under PAT Legislation. This shall include the following tasks (for the avoidance of doubt this only includes portable equipment owned by the Company):
 - 6.5.1 testing and certifying all Company portable test equipment, pressure gauges and recording equipment;
 - 6.5.2 testing and certifying all Company fixed instrumentation and taking the necessary action to repair, replace and adjust such devices as required; and
 - 6.5.3 ensuring that all Company test equipment is itself tested and carries the necessary valid certification.

7 Permits to Work

The Company will apply to the Contracting Authority for Permits to Work where any work may affect Contracting Authority operations. This includes works involving or affecting, but not limited to, the following: Contracting Authority to check

- 7.1 fire alarms;
- 7.2 confined spaces;
- 7.3 Hot Works including drilling and cutting;
- 7.4 electrical works;
- 7.5 storage and handling of petroleum products;
- 7.6 pressure systems;
- 7.7 energy systems; and
- 7.8 roof working;

8 Building services

The Company will insofar as possible avoid the need for utility/service diversions. Where such diversions are necessary, the Company shall (other than in an Emergency) contact the Contracting Authority and gain approval to divert the same. The work shall be carried out with the minimum of interference to existing installations and the normal operation of the site.

9 Pest control services

The Company will promptly report to the Contracting Authority's Representative any evidence that indicates the presence of vermin or pests in the Energy Facilities Building provided that the eradication of such vermin and pests shall remain the responsibility of the Contracting Authority.

10 Fire safety

The Company will:

- 10.1 ensure that the Company and Company Parties will, if at any time they believe that any matter constitutes a fire risk, report this immediately to the Contracting Authority's Representative and take such remedial action as may be necessary;
- 10.2 ensure that any person carrying out Hot Working activities on the Contracting Authority Estate does so only after receipt of an approved Permit to Work (which shall

include full details of proposed activities) and in accordance with the Contracting Authority Fire Policy;

- 10.3 key off fire zones and/or detectors for hot working and reinstate such fire zones and/or detectors when hot working has finished;
- 10.4 check fire alarm and smoke damper system status and reinstate all isolations;
- 10.5 attend locations of fire calls and liaise with fire officer; and
- 10.6 attend shift office in the event of a power failure and take corrective action.

11 Asset and property management services

- 11.1 The Company will accurately maintain all test certificates and appropriate documentation and records (in particular those relating to any aspects of safety or statutory compliance) and will update the same appropriately and make the same available for inspection by the Contracting Authority or any other relevant party. Copies will be kept in the Contracting Authority's estates central filing system for such records.
- 11.2 The Company will procure all information and records are complete, precise and clearly identifiable and as a minimum be kept to a standard that shall satisfy the requirements of ISO 9001. All such information shall be available for inspection at the reasonable request of the Contracting Authority's Representative or any other relevant Authorised Person.
- 11.3 The Company will maintain hazard notices and safety signs including those issued by the Contracting Authority and maintain a record of all such hazard notices and safety signs and put in place procedures to ensure they are located and displayed correctly.
- 11.4 The Company will programme statutory plant examinations (as are to be carried out under separate contractual arrangements to be made between the Contracting Authority and third parties), carry out initial preparation, make plant ready and accessible for examination and provide such attendance as may be required during the course of such inspections.
- 11.5 The Company will give to the Contracting Authority adequate notice of when the plant referred to above will be available for inspection.
- 11.6 The Company will be responsible for backup and safe storage of all operational data. The system shall be backed up each Monday and a copy of the backup provided to the Authority.

12 Training services

The Company will train Contracting Authority personnel (**Contracting Authority Operators**) working at the Contracting Authority(s) sites, nominated by the Contracting Authority for such purpose, prior to the date of issue of the Certificate of Completion, to carry out the duties required by the Company for the purposes of First Line Operation and Maintaining the new Equipment. The Company will provide refresher training, at the Contracting Authority(s) sites, at least once every three years.

13 **Maintenance reporting**

- 13.1 The Company will produce and issue tasks (job sheets) to its staff and staff of Sub-Contractors in such form as the parties may from time to time agree for all Maintenance Works.
- 13.2 On completion of any Maintenance Works, the Company will compile a report confirming the Maintenance Works carried out and identifying any defects found. The report is to be dated and signed by the person who carried the work and countersigned by the Site manager.
- 13.3 The Company will ensure that:
 - 13.3.1 all documentation relating to any Maintenance Works satisfies all requirements of Law; and
 - 13.3.2 all reports of Maintenance Works are produced in a professional manner and be clearly legible, dated, signed and where necessary, countersigned.
- 13.4 Each month, the Company shall attend a meeting with the Contracting Authority and submit a Maintenance Works progress report. The report shall identify (at all times for the preceding month):
 - 13.4.1 overview of achievements;
 - 13.4.2 performance of Company Equipment and Continuing Equipment and amounts payable pursuant to this Agreement;
 - 13.4.3 Planned Maintenance tasks completed during preceding month;
 - 13.4.4 Planned Maintenance tasks outstanding & proposed remedial action.;
 - 13.4.5 deviations from performance standards and action taken;
 - 13.4.6 number and type of call-outs relating to Contracting Authority Estate;
 - 13.4.7 items requiring attention and proposals for improvement;

13.4.8 staffing issues;

13.4.9 health and safety issues;

13.4.10 Maintenance tasks which were programmed but for which the Maintenance Works were not completed, which shall be subject to reprogramming by the Company; and

13.4.11 any other factor which will or are likely to have a material effect on the operation of this Agreement.

14 Stocks, consumables, materials and equipment

14.1 Without prejudice to the generality of paragraph 13 of Part 3A of this schedule (*Contracting Authority's Services Requirements*), the Company will supply the following consumables:

14.1.1 all CHP air filters;

14.1.2 all lubricants;

14.1.3 oil filters;

14.1.4 fixing screws, nuts, bolts and washers;

14.1.5 fuel handling equipment, pipework, valves, fans, motors etc.;

14.1.6 pumps, fans, motors and controls;

14.1.7 pipework, fittings, traps, strainers etc.;

14.1.8 valves and actuators;

14.1.9 pressure/temperature controls, and indicating devices;

14.1.10 thermal Insulation.

SCHEDULE 14 PART 2C: HELPLINE AND AUTOMATIC MONITORING SERVICES

1 Key objectives

1.1 The Company will operate a helpline and provide a helpline service in respect of the operation of the Energy Facilities to facilitate the smooth running of Authority operations on a 24 hours a day 365/6 days per year basis.

1.2 The Company will operate an automatic plant monitoring system that will monitor the status and operation of the major plant supplied under this

contract. This monitoring should report to the bidder within 15 minutes of a change of state of the plant on site. In general all response times will start when this information is recorded by the automatic plant monitoring system

- 1.3 The Company will supply the measured value of all inputs or outputs being measured by all meters associated with the performance of this Project, and the status and operation of all major plant under this contract to CEF at half hourly or other appropriate time periods. During the Project Term the Company shall be responsible for obtaining current tariff and coefficient data on a monthly basis or more frequently as required from the Authority. The updated tariff data shall then be forwarded to CEF by the Company.
- 1.4 The Company shall enable availability of automatic monitored data from all measured points under the Project Agreement for transmission to CEF (or its appointed agent) as half hour point values against each monitored point in comma separated values text file transmission format (i.e. 48 period comma separated text file .csv). The half hour data shall be transmitted to CEF (or its appointed agent) a minimum of once every 24 hours.
- 1.5 The helpline and automatic monitoring services are designed to:
 - 1.5.1 ensure security and availability of the Services in accordance with this Schedule 14;
 - 1.5.2 optimise availability of the Energy Facilities and the Maintained Assets for the purposes of maximising Energy Savings and Operational Savings;
 - 1.5.3 facilitate the prompt reporting of any failure, reduction in performance or other irregularity in the day to day operation of the Energy Facilities and/or the Maintained Assets; and
 - 1.5.4 initiate a response by the Company if the Authority considers that the fault should be remedied by the Company or, in the case of First Line Operations, the Authority is unable to remedy the fault and this fault could either jeopardise provision of the Services or health and safety.
 - 1.5.5 Allow CEF to monitor the contract and determine the performance of the installation
- 1.6 The helpline service will co-ordinate emergency responses in a proficient and professional manner.

2 Helpline services

- 2.1 The Company will train its staff providing the helpline service to respond in an informed manner to enquiries in accordance with Contracting Authority Policies and shall comply with appropriate codes of conduct.
- 2.2 The Company will log all notifications of Service Failures and events reported. The Company will record all relevant details, including the following information:

- 2.2.1 requester's/reporter's name;
 - 2.2.2 date and time;
 - 2.2.3 location (area and unit);
 - 2.2.4 nature of the service request or event;
 - 2.2.5 service required;
 - 2.2.6 categorisation (priority);
 - 2.2.7 Actual Service Response Times and Actual Rectification Times;
 - 2.2.8 unique request reference;
 - 2.2.9 service provider and contact name to which the request was passed;
 - 2.2.10 date and time request passed to the relevant service provider;
 - 2.2.11 action taken; and
 - 2.2.12 whether Required Service Response Times and Required Rectification Times were achieved and if not, the Actual Service Response Time and the Actual Rectification Time.
- 2.3 The Company will provide all such information and or data as is required to complete the quarterly monitoring report. This shall include a summary of all service requests and events reported to the helpline during the quarter. The helpline shall be available and appropriately staffed 24 hours per day, 365/6 days per year.
- 2.4 The Company reserves the right, for the duration of the Project Term, to sub-contract or otherwise outsource the provision of the helpline service and the emergency call out services to an external sub-contractor or provider. Any such sub-contractor will be an established specialist with a proven track record in providing such support services within the public sector.
- 2.5 The Company will advise the Contracting Authority of any such sub contract 30 days prior to the date of issue of the Certificate of Completion, and agree any changes to the identity of the help desk provider with the Contracting Authority (such consent not to be unreasonably withheld or delayed) prior to such change.

3 Automatic Monitoring services

- 3.1 The Company will design and operate the Automatic Monitoring Services so as to be able to respond to trip, shutdowns, over-rides or other unplanned operations on site.
- 3.2 The Company will log all notifications of Service Failures and events reported. The Company will record all relevant details, including the following information:
 - 3.2.1 The status of the rest of the installation;
 - 3.2.2 date and time;
 - 3.2.3 location (area and unit);
 - 3.2.4 nature of the service request or event;
 - 3.2.5 service required;
 - 3.2.6 categorisation (priority);
 - 3.2.7 Actual Service Response Times and Actual Rectification Times;
 - 3.2.8 unique request reference;
 - 3.2.9 service provider and contact name to which the request was passed;
 - 3.2.10 date and time request passed to the relevant service provider;
 - 3.2.11 action taken; and
 - 3.2.12 whether Required Service Response Times and Required Rectification Times were achieved and if not, the Actual Service Response Time and the Actual Rectification Time.
- 3.3 The Company will provide all such information and or data as is required to complete the monthly monitoring report. This shall include a summary of all events recorded to the helpline during the month. The Automatic Monitoring System shall be available and operational 24 hours per day, 365/6 days per year.
- 3.4 The Company reserves the right, for the duration of the Project Term, to sub-contract or otherwise outsource the provision of the Automatic Monitoring service and the emergency call out services to an external sub-contractor or provider. Any such sub-contractor will be an established specialist with a proven track record in providing such support services within the public sector.
- 3.5 The Company will advise the Authority of any such sub contract 30 days prior to the date of issue of the Certificate of Practical Completion, and agree any changes to the identity of the help desk provider with the Authority (such consent not to be unreasonably withheld or delayed) prior to such change.

SCHEDULE 14
PART 2D:
ARCHITECTURAL AND PLANNING SERVICES

1 Introduction and scope

- 1.1 The scope of this Part 3D is not intended to be a detailed specification. It is intended to broadly define the parameters for the various building and planning elements. Unless stated to the contrary all references to building and related requirements will relate to the Company Equipment.
- 1.2 The Company will develop in detail the planning and design of the Energy Facilities Building and any subsequent works to comply with all the requirements of the current documents as listed below including any specific Contracting Authority local requirements and policies.
- 1.3 The Company will design and construct the Energy Facilities to comply with the requirements of the Planning and Highway Authorities, Building Regulation Controls, Fire Authority, and any requirements arising from any of the Utilities or other relevant authority and/or statutory bodies. In addition the design will also fully comply with the Contracting Authority Fire Policy. The building components not covered by the above guidance shall comply with the current British Standards.

2 Construction requirements for building elements

This section describes the minimum performance requirements for the key elements of the building envelope & its structure, fabric & finishes, fixtures & fittings, fire precautions and construction.

3 Specification

- 3.1 Prior to commencing the Works, the Company will provide a full specification, complete with workmanship sections, and identifying the construction and testing standards proposed to satisfy the requirements of this Part 3D. These specification sections shall be accompanied by relevant drawings and details.
- 3.2 This specification will be submitted for agreement to the Contracting Authority pursuant to Schedule 10 (*Review Procedure*).

4 Drawings & text documents

- 4.1 All the drawings will be CAD generated in (.DWG) format fully compatible with AutoCAD Version 2010.

- 4.2 The drawings and details numbering system will be based on the Company's drawing and details numbering system.
- 4.3 All written text documents, such as Specification, Design Statements, Programmes, and Schedules etc. will be electronically compatible with Microsoft Office package, viz, WORD, Access, Excel, and Project.

5 'As fitted' drawings and operation and maintenance manuals

- 5.1 The Company will update the working drawings during the course of the contract to form "As Fitted" drawings indicating as-built details of the building, engineering services, plant and equipment. These drawings will include all amendments made up to handover date to fabrication, services and positioning of the equipment. In addition "As Fitted" drawings will be provided in *AutoCAD Version 2010, (.DWG) format*, uncompressed files and recorded on CD disks. Information on Floppy disks or other formats will not be accepted. The electronically recorded information will include details of trunking and conduit runs, accessories, equipment and circuit numbers and fire alarm-head numbers, building plans and details, drainage runs internal and external, roadways. Two paper prints of these drawings will be submitted to the Contracting Authority as soon as reasonably practicable after the date of issue of the Certificate of Completion of the Works and in any event within three months of the same.
- 5.2 The Company will provide as soon as reasonably practicable after the date of issue of the Certificate of Completion and in any event within 60 Business Days of the same, two copies, unless otherwise stated differently elsewhere, of Operation and Maintenance manuals produced in electronic format. In addition hardback bound copies with plastic document pockets containing individually containing full information including manufacturers literature, instructions, references, spare parts list, diagrams and 'As-Fitted' drawings, commissioning data sheets and test-certificates, Building Regulations Certificates, Fire Authority Certificates etc. etc. will be made available at the date of issue of the Certificate of Completion.

SCHEDULE 14 PART 4: QUALITY ASSURANCE

1 Performance Monitoring System

With effect from the Commencement Date, the Company shall put in place a system (the **Performance Monitoring System**) for measurement and monitoring of its performance of its obligations under this Agreement.

2 Presentation of results of monitoring

The Company shall present the results of its previous monthly performance review at the monthly Services review meeting and such results shall be recorded for the purposes of this paragraph 2 unless, within ten Business Days of receipt of the results of the performance review, the Contracting Authority disputes in writing the accuracy of the figures giving reason for the Dispute. Pending resolution of any Dispute, the results shall be as recorded by the Company.

Appendix 1 Quality failures (energy services and ancillary services)

Services relating to the Authority's energy requirements

No	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
1.	Energy Facilities operated with all necessary skilled labour and supervision	Medium	0	24 hours	Audit, external audit or as the Authority considers necessary
2.	Annual planned preventative Maintenance programme for the Energy Facilities and/or the Maintained Assets prepared and planned preventative Maintenance (mechanical, electrical and otherwise) of or in respect of the Energy Facilities and/or the Maintained Assets carried out with all necessary skilled labour and supervision, including the supply of any consumable materials	Medium	5	30 days	Audit, external audit or as the Authority considers necessary
3.	Energy Facilities and/or the Maintained Assets prepared for statutory and/or insurance inspections	Medium	0	14 days	Audit, external audit or as the Authority considers necessary
4.	Facility provided for 24 hours per day every day to receive Emergency or Urgent call-out requests in relation to the Energy Facilities	Medium	60 mins	60 mins	Audit, external audit or as the Authority considers necessary
5.	Attendance at the Energy Facilities Building and/or the Authority Estate within ♦ minutes of request and appropriate action taken as soon as reasonably practicable	Medium	0	3 hours	Audit, external audit or as the Authority considers necessary
6.	Facility provided for 24 hours per day every day to resolve all incidents in relation to the Energy Facilities (other than those detailed in paragraph 2.1.4.1 of Part 1) brought to the Company's attention	Minor	8 hours	24 hours	Audit, external audit or as the Authority considers necessary
7.	Chemical dosing of Raw Water to be used in the New Equipment[,] [and] [the Transferring Equipment] [and the Continuing Equipment], [the steam system,] [and] the primary [LTHW] [LPHW] [MTHW] [MPHW] system [and the chilled water system] undertaken	Minor	24 hours	7 days	Programmed Maintenance logs and audit, external audit or as the Authority considers necessary

No	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
8.	Copies of all monthly testing and treatment reports carried out by the Company's specialist Sub-Contractor for water treatment provided to the Authority	Minor	7 days	30 days	Programmed Maintenance logs and audit, external audit or as the Authority considers necessary
9.	Chimney bases and flue ways serving the New Equipment[,] [and] [the Transferring Equipment] [and the Continuing Equipment] located within the Energy Facilities Building regularly cleaned	Minor	6 months	12 months	Programmed Maintenance logs and audit, external audit or as the Authority considers necessary
10.	Inside of the Energy Facilities Building and the Licensed Areas maintained in a tidy condition and free from rubbish	Minor	24 hours	7 days	5% audit or as the Authority considers necessary
11.	Energy Facilities and the Maintained Assets protected against the effects of frost conditions	Minor	24 hours	7 days	BEMS records, alarms
12.	Maintenance of the fire detection system for the Energy Facilities and the Maintained Assets carried out	Major	8 hours	24 hours	5% audit or as the Authority considers necessary.
13.	[Quantity of condensate return monitored during the first 12 months following the Commencement Date and thereafter acquired data used to report to the Authority on condensate return every month]	Minor	0	7 days	BEMS records, monitoring
14.	Company and all Company Parties working at the Authority Estate comply with the Authority's Policy "Safe System of Work"	Major	0	60 mins	Audit, external audit or as the Authority considers necessary
15.	Ten Business Days' notice of anything that will or might cause a Service Failure or other risk given to the Authority	Medium	5 days	30 days	Audit, external audit or as the Authority considers necessary
16.	Each Replacement Guarantee Item identified as such in Part 1 of Schedule 13 (<i>Equipment</i>) replaced or repaired so that it is fully operational and functional and in Condition B until the expiry of the Operational Term	Medium	0	90 days	Audit, external audit or as the Authority considers necessary
17.	[Load following or shutdown of [any of] the CHP Engine[s] to the net material financial advantage of the Authority carried out only if previously agreed with the Authority and only for so long as the Company reasonably believes such financial advantage to be continuing or until the Authority requires otherwise	Medium	5	24 hours	Programmed Maintenance logs and audit, external audit or as the Authority considers necessary

No	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
18.	Operating regime of the CHP Engine[s] demonstrated to have been undertaken to maximise the net financial advantage to the Authority regularly	Minor	5	30 days	Audit, external audit or as the Authority considers necessary
19.	[Contracts for difference obtained in respect of any renewable energy-driven electricity generation]	Medium	7 days	30 days	
20.	[Two] boilers/steam-raising facilities [(other than the CHP Engine[s])] Maintained in good order and available for use throughout the Winter	Medium	0	3 hours	Programmed Maintenance logs and BEMS records
21.	One boiler/steam-raising facility [(other than the CHP Engine[s])] Maintained in good order and available for use throughout the Summer	Medium	0	3 hours	Programmed Maintenance logs
22.	[Chilled water facilities Maintained in good order and available for use throughout the year. Programmed Maintenance requiring a shutdown of any chilled water facilities carried out only in the Winter]	Medium	0	3 hours	Programmed Maintenance logs
23.	Programmed Maintenance in respect of standby [generators and] boilers/steam-raising facilities [(other than the CHP Engine[s])] that cannot be completed in a single [visit] [shift] carried out only in the Summer	Medium	24 hours	3 days	Programmed Maintenance logs
24.	[Programmed Maintenance in respect of chilled water facilities that cannot be completed in a single [visit] [shift] carried out only in the Winter]	Medium	24 hours	3 days	Programmed Maintenance logs
25.	Standby [generators,] boilers/steam-raising facilities [and chilled water facilities] kept heated [or cooled (as appropriate)] to facilitate the continuity of the Services should [any of] the CHP Engine[s] fail at any time	Medium	10 mins	3 hours	Programmed Maintenance logs
26.	Temporary connections to enable the connection of temporary [generators,] boilers/steam-raising facilities [and chilled water facilities] (existing or installed as part of the Works) provided by no later than the Commencement Date and maintained throughout the Project Term	Medium	0	90 days	Programmed Maintenance logs
27.	All meters used for the annual savings calculations	Medium	1	7 days	Programmed Maintenance logs

No	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
	referred to in Part 3 of Schedule 18 (<i>Payment Mechanism</i>)[, or the requirements for claiming exemption from the Climate Change Levy], or meters used by the Authority for the purpose of recharging for heat maintained and appropriately calibrated				
28.	Measured value of all inputs or outputs being measured by all meters associated with the performance of the Project, and the status and operation of all major plant under this contract automatically supplied to CEF at half hourly or other appropriate time periods	Minor	10	7 days	Measurement, BEMS records, alarms
29.	Supply of [electricity,] [steam,] [hot water and treated water] [and chilled water] within the standards, pressures and flow rates specified in this Schedule 14	Major	5	3 hours	Measurement, BEMS records, alarms
30.	Energy Facilities and the Maintained Assets inspected, checked, tested, cleaned, adjusted, lubricated and all repairs and replacements carried out (where appropriate)	Medium	0	21 days	5% audit or as the Authority considers necessary
31.	Services provided and preventative maintenance techniques applied in accordance with the Schedule of Programmed Maintenance	Medium	0	21 days	5% audit or as the Authority considers necessary. All Programmed Maintenance on database, records of works carried out. PPM in accordance with manufacturers' recommendations
32.	Maintenance works within the Authority Estate carried out in accordance with maintenance instructions provided by the Authority	Medium	0	21 days	5% audit or as the Authority considers necessary
33.	Primary boiler flues inspections and thickness and support testing undertaken once per Contract Year or as per inspection reports (whichever the sooner)	Medium	0	30 days	Audit, external audit or as the Authority considers necessary

Supply of Fuel and other Imported Services

No.	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
34.	Liaison with utility companies in respect of changes from normal supply conditions and appropriate actions carried out in accordance with Authority operational procedures	Major			Review of jobs, complaint or default, interruptions in supply

Export of surplus CHP Generated Electricity

No.	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
35.	Export of surplus CHP Generated Electricity when able to do so	Medium	5	24 hours	Audit, external audit or as the Authority considers necessary

Replacement or substitution

No.	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
36.	Where New Equipment replaced or substituted with new technology: - no net loss suffered by the Authority - no additional capital or revenue cost to the Authority - no deterioration in performance of the Energy Facilities as a result of such replacement or substitution	Medium	0	7 days	Audit, external audit or as the Authority considers necessary

General services, management and reporting

Management

No.	KPI	Service Failure*	Tolerance (%/period)	Remedial Period	Monitoring method
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	(A)	(B)	(C)	(D)	(E)
37.	Authority's Representative notified of the management structure, responsibilities and lines of communication put in place in respect of the Services and reporting to the Authority of any material changes in such structure, responsibilities and lines of communication during the Project Term	Minor	7 days	30 days	Audit, external audit or as the Authority considers necessary
38.	Compliance with obligations under clause 11. Reporting and management information regime developed as agreed with the Authority's Representative	Minor	7 days	30 days	Audit, external audit or as the Authority considers necessary
39.	Systems and controls to manage health and safety, safeguard property, cash and commodities in all Services and keeping of appropriate records implemented as agreed with the Authority in writing and such records made available for inspection	Minor	7 days	30 days	Audit, external audit or as the Authority considers necessary
40.	Adequate communication and liaison between Service Providers and the Authority	Minor	7 days	30 days	Audit, external audit or as the Authority considers necessary
41.	Comprehensive system of control in the form of management reports relating to the delivery of the Services implemented and such records made available to the Authority on request	Minor	7 days	30 days	Audit, external audit or as the Authority considers necessary
42.	Production of a programme that details any proposals for changes to the Services or any Method Statement, the likely impact of those changes, the financial implications of the changes, the impact of the timing of such changes or the Authority's ability to carry out its functions and any other matter which the Authority may require according to the agreed variation procedure in respect of each Service	Minor	7 days	30 days	Audit, external audit or as the Authority considers necessary
43.	Compliance with internal and external requests for inspection by the Authority within a reasonable time frame	Minor	7 days	30 days	Audit, external audit or as the Authority considers necessary
44.	Any matters which the Company considers a hazard notified to the Authority as soon as reasonably possible	Medium	0	60 mins	Audit, external audit or as the Authority considers necessary
45.	Establishment of adequate systems for the receipt from	Major	7 days	7 days	Audit, external audit or as the

No	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
	the Authority and dissemination to Company Parties and Service Providers of hazard warnings and safety action bulletin notices published by the Authority and to which they are subject under this Agreement established and appropriate action taken and recorded				Authority considers necessary
46.	All variances from KPIs attended to at the earliest practicable opportunity	Medium	7 days	30 days	Jobs documents, complaints, test jobs, records
47.	Any repairs to plant and equipment (other than New Equipment) identified by the Company as being outside the scope of this Agreement reported to the Authority as soon as reasonably possible for action	Medium	24 hours	7 days	5% audit or as the Authority considers necessary, complaints, logs
48.	<p>[Job instruction documents formatted to incorporate and make provision for:</p> <p><i>Asset location</i></p> <p><i>Asset details</i></p> <p><i>Maintenance task/s.</i></p> <p><i>Signed and dated confirmation of the task carried out</i></p> <p><i>Entry of start and completion times</i></p> <p><i>Tradespersons comments or condition of the asset</i></p> <p><i>Readings/measurements etc. required by the instruction</i></p> <p><i>Countersignature of Company's Site Manager</i></p>	Medium	24 hours	7 days	Review of job instructions.
49.	<p>Breakdown/emergency requisition issue documents identify:</p> <p><i>Unique job number</i></p> <p><i>Name of originator of request (including telephone extension number)</i></p> <p><i>Location of failure</i></p> <p><i>Nature of failure</i></p> <p><i>Date and time reported</i></p> <p><i>Date and time taken and time completed</i></p>	Minor	24 hours	7 days	Audit, external audit or as the Authority considers necessary]

No.	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
	End user satisfaction signature Countersignature of Company's Site Manager				

Company's Site Manager

No.	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
50.	Appointment of Company's Site Manager as the point of contact between the Authority and the Company. Company's Site Manager fully acquainted with the operational needs of the Energy Facilities, the Dispersed Plant Rooms and the Energy Facilities Building	Major	7 days	30 days	Review logins/ security badge
51.	Management continuity of this Agreement effected and designated person sufficiently conversant with this Agreement and Site operations as to be able to provide a deputising service in the absence of the Company's Site Manager identified	Major	7 days	30 days	Review logins/ security badge
52.	Company's Site Manager fully co-operates with the Authority and others affected by the Services to ensure the needs of the Site are met (in carrying out these duties, the Company's Site Manager is considered to be the representative of the Authority and is expected to carry out the duties in a polite, diplomatic and professional manner).	Medium	0	7 days	Interaction
53.	Company's Site Manager responsible for ensuring that the Site is adequately staffed at all times to meet the Authority's Services Requirements	Major	60 mins	24 hours	Response times
54.	Company's Site Manager responsible for management, supervision and control of Company staff engaged in the delivery of the Services and Sub-Contractor staff	Major	60 mins	24 hours	Site audits, contractor interviews
55.	Company's Site Manager responsible for ensuring that	Major	24 hours	7 days	Response time, fault re-occurrences

No.	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
	Company staff engaged in the delivery of the Services and Sub-Contractor staff are competent to provide the Services				
56.	Company's Site Manager responsible for ensuring management, of Programmed Maintenance and statutory inspections	Medium	7 days	30 days	Review of Programmed Maintenance and system
57.	Company's Site Manager acts in a proactive role to identify and bring to the attention of the Authority any energy saving measures or plant enhancements that would improve efficiency and reduce operating costs	Medium	7 days	30 days	Review of recurrent faults or failures
58.	Company's Site Manager responsible for contacting and directing Company staff engaged in the delivery of the Services and Sub-Contractor staff as necessary for emergency Works	Major	60 mins	3 hours	Response & rectification times
59.	Company's Site Manager responsible for ensuring Company staff engaged in the delivery of the Services and Sub-Contractor staff comply with all Acts, Regulations, Codes of Practice and Standards/Procedures applicable to the Services	Major	60 mins	3 hours	Review of method statements, works and contractor interviews
60.	Company's Site Manager responsible for administering Site Health & Safety procedures for the Services	Medium	60 mins	3 hours	Review of method statements, works and contractor interviews
61.	Company's Site Manager responsible for ensuring risk assessments and method statements are in place for works by the Company and/or Sub-Contractors	Medium	60 mins	3 hours	Review of method statements, works and contractor interviews
62.	Company's Site Manager responsible for arranging access to the Site and Dispersed Plant Rooms for Company staff engaged in the provision of the Services and Sub-Contractor staff	Medium	24 hours	7 days	Staff and contractor complaints and charges. Reviews
63.	Company's Site Manager responsible for monitoring plant and equipment, so that any operational anomalies are rapidly identified and ensuring that the Authority is made aware of any non-routine operational matters	Major	24 hours	3 days	Follow on issues, failures or repeat jobs

No.	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
64.	Company's Site Manager responsible for monitoring and recording progress of Maintenance and repairs	Minor	7 days	30 days	Review of records or database
65.	Company's Site Manager responsible for monitoring KPIs and the compilation of KPI Target information	Minor	7 days	30 days	Review of a sample of works. Review of fault frequencies
66.	Company's Site Manager responsible for receiving, collating and filing of Maintenance reports and records	Minor	7 days	30 days	Review of documentation, monthly reports and job documentation
67.	Company's Site Manager responsible for receiving defect reports and taking appropriate action to complete repairs	Medium	7 days	30 days	Review of docs, response and repair times. Audit of work
68.	Company's Site Manager responsible for liaising with the Authority for works outside scope of this Agreement	Minor	7 days	30 days	Response to requests and quality of responses
69.	Company's Site Manager responsible for advising the Authority's Representative of changes/alterations to the Asset Register	Minor	7 days	30 days	Review of register, specific examples or checks
70.	Company's Site Manager responsible for recording gas, electricity, and other fuel meter readings as described in this Agreement	Medium	24 hours	7 days	Check readings, anomalies and assisting as appropriate, with any review of invoices
71.	Company's Site Manager responsible for ensuring all statutory documentation relating to the Energy Facilities is up to date	Medium	24 hours	7 days	Review of database, specific examples or checks
72.	Company's Site Manager responsible for producing reports as specified in this Agreement	Minor	0	7 days	Review of reports, delays or review meetings
73.	Company's Site Manager responsible for ordering, obtaining and verifying delivery/receipt of materials and goods applicable to the Services	Medium	7 days	30 days	Rectification times, review of spares and specific jobs
74.	Company's Site Manager responsible for verifying delivery and receipt of Standby Fuel	Minor	7 days	30 days	Tank levels, before and after readings, Dips of tanks
75.	[Company's Site Manager and/or his deputy on Site between the hours of ♦.00 a.m. and ♦.00 p.m. Monday to Friday each week]	Major	[]	[]	Review of log-ins and/or security records
76.	Company's Site Manager and/or his deputy capable of being contacted by the Company's Representative and	Minor	60 mins	24 hours	Call check

No.	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
	the Authority's Representative [between the hours of ♦.00 a.m. and ♦.00 p.m.] [24 hours every day] (it being accepted that such contact may be via voice pager or mobile telephone)				

Continuous improvement

No.	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (d)	Monitoring method (E)
77.	Production of a Monitoring Report in accordance with paragraph 6.1 of Part 2A	Minor	2 days	5 days	Monthly reports and audit, external audit or as the Authority considers necessary
78.	If performance is found to fall below the criteria given in Schedule 14 and Schedule 18 (<i>Payment Mechanism</i>), then Company organises and attends at a meeting with the Authority's Representative within ten Business Days	Minor	24 hours	10 days	Monthly reports and audit, external audit or as the Authority considers necessary
79.	If performance is found to fall below the criteria given in Schedule 14 and Schedule 18 (<i>Payment Mechanism</i>), such action plans as agreed with the Authority's Representative at monitoring meeting are implemented and monitored	Minor	7 days	30 days	Monthly reports and audit, external audit or as the Authority considers necessary
80.	All maintenance tasks and frequencies to represent a minimum requirement forming part of the Schedule of Programmed Maintenance undertaken	Medium	7 days	30 days	Review of failures, failure rates and complaints, 5% audit or as the Authority considers necessary, all Programmed Maintenance on database, records of works carried out. PPM in accordance with manufacturers' recommendations.

Performance monitoring

No	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
81.	Suitable records of data kept and significant trends that develop during the Project Term investigated and reported to the Authority's Representative	Minor-	7 days	30 days	Logs, trends, reports, analyses, checks
82.	[Any performance level outside the 'Notify' range indicated for that service notified to the Authority's Representative by e-mail and the appropriate remedial action to be implemented by the Company so that the KPI is returned to within the set limits at the earliest practicable opportunity agreed]	Medium	7 days	30 days	Job documents, complaints, reports, audits

Reporting

No	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
83.	Monitoring Report, including all of the information referred to in paragraph 6.1 of Part 2A, prepared and delivered to the Authority within five Business Days after the end of each Contract Month	Minor	2 days	7 days	Audit, external audit or as the Authority considers necessary
84.	Savings Audit Report, including all of the information referred to in paragraph 6.2 of Part 2A, prepared and delivered to the Authority within 30 days after the end of each Guarantee Year	Major	14 days	30 days	Audit, external audit or as the Authority considers necessary
85.	[Record of all occasions that a test result is logged as being outside the set KPI kept and summary of such data presented at the monthly meeting between the Authority and the Company	Minor	7 days	30 days	Job documents, complaints, reports, audits
86.	Each of the individual KPIs and the number of variances that occurred both in the current month and in the current Contract Year together with comparison data relating to the previous month and Contract Year stated in summary report	Minor	7 days	30 days	Job documents, complaints, reports, audit

No	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
87.	Works tasks (job sheets) produced and issued to Company staff engaged in the delivery of the Services and to Sub-Contractor staff in a standard form for all works carried out in Dispersed Plant Areas or areas outside the Energy Facilities Building	Minor	7 days	30 days	5% audit or as the Authority considers necessary, each job to have a task sheet
88.	Report confirming works carried out and identifying any defects found compiled on completion of tasks and dated and signed by the person who carried out the work and countersigned by the Company's Site Manager	Medium	7 days	30 days	Report, check against computer system, 5% audit or as Authority feels appropriate
89.	All reports produced in a professional manner and clearly legible, dated, signed and where necessary, countersigned	Medium	7 days	30 days	Review of report, verification of contents
90.	All completed task/report sheets retained for inspection by the Authority for a minimum period of seven years from the date of task completion	Medium	6 months	12 months	Audit, annual check, requests for information, Authority audit
91.	Condition reports of boiler flues maintained by Company for a minimum of ten years	Medium	6 months	12 months	Audit of files or as the Authority considers necessary
92.	Attendance at a meeting every month with the Authority and submitted a progress report as required	Medium	0	5 days	Review of report. Evaluation of service credits, check of logs, reports and Authority feedback
93.	Report referred to above identifies: <i>Overview of achievements Performance of the Energy Facilities and the Continuing Equipment and invoice to Authority. PM Tasks completed during preceding month PM Task outstanding & proposed remedial action Deviations from KPIs and action taken Number and type of call-outs Items requiring attention and proposals for improvement Staffing issues Health and safety maintenance tasks which were</i>	Medium	0	5 days	Review of contents

No	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
	<i>programmed but for which the Works were not completed, which shall be subject to reprogramming by the Authority's Representative Any other business</i>				
94.	Daily log sheets incorporating details of all calls filled in	Medium	24 hours	2 days	Review of contents

Staff

No	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
95.	Sufficient staff employed so that Services are provided at all times and in all respects in accordance with this Schedule 14	Minor	24 hours	7 days	Audit, external audit or as the Authority considers necessary
96.	Sufficient reserve of staff available to meet the requirements of this Schedule 14 during holidays and absences	Minor	24 hours	7 days	Audit, external audit or as the Authority considers necessary
97.	Release of Company staff as may be required from time to time to attend obligatory Authority training	Minor	0	14 days	Audit, external audit or as the Authority considers necessary
98.	All Company staff properly and presentably dressed in appropriate uniforms and work wear (including protective clothing, gloves, eyewear, headwear, footwear and respiration protection where required)	Minor	24 hours	7 days	Audit, external audit or as the Authority considers necessary
99.	All Company staff maintain a high standard of personal hygiene commensurate with their allocated tasks	Minor	24 hours	7 days	Audit, external audit or as the Authority considers necessary
100.	All Company staff wear identification badges at all times while working at the Authority Estate	Minor	24 hours	2 days	Audit, external audit or as the Authority considers necessary
101.	Development and implementation of adequate reporting procedures to the Authority with regard to staff suffering from any illness which may compromise the health and/or safety of any Authority employee or visitor and to identify instances of any staff having knowingly had	Minor	2 days	7 days	Audit, external audit or as the Authority considers necessary

No	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
	contact with any person with any illness which may compromise the health and/or safety of any Authority employee or visitor				
102.	[All requests given by the Authority's Representative or a designated Estates Officer in connection with duties responded to	Medium	24 hours	7 days	Audits, complaints, response times
103.	Adequate resources provided to carry out the Works at the allocated frequencies and to a programme determined by the Authority]	Medium	24 hours	7 days	Response times, up to date schedules

Policy and strategy

No	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
104.	Compliance with Good Industry Practice and applicable British Standards and Codes of Practice, or equivalent standards	Medium	0	30 days	Audit, external audit or as the Authority considers necessary
105.	Compliance with Authority Policies	Medium	0	30 days	Audit, external audit or as the Authority considers necessary
106.	Compliance with Building Regulations	Major	0	30 days (but sooner if required by Law)	Audit, external audit or as the Authority considers necessary
107.	Compliance with fire safety requirements, specifically including the Authority Fire Policy	Major	0	30 days (but sooner if required by Law)	Audit, external audit or as the Authority considers necessary
108.	Compliance with Disability Discrimination Act 1995	Minor	0	30 days	Audit, external audit or as the Authority considers necessary

No	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
109.	Compliance with The Health and Safety at Work Act 1974	Major	0	30 days (but sooner if required by Law)	Audit, external audit or as the Authority considers necessary
110.	Compliance with Data Protection Act 1998	Minor	0	30 days	Audit, external audit or as the Authority considers necessary
111.	Compliance with Environmental Protection Act 1990	Medium	0	30 days (but sooner if required by Law)	Audit, external audit or as the Authority considers necessary
112.	Compliance with other relevant Laws, regulations or Authority requirements	Minor	0	30 days	Audit, external audit or as the Authority considers necessary
113.	Assistance provided to the Authority in the future development of Authority Policies by provision of information and revising and agreeing with the Authority relevant procedures in connection with the provision of the Services.	Minor	0	30 days	Audit, external audit or as the Authority considers necessary
114.	All philosophies and methods of delivery of the Services documented in Method Statements and procedures manuals	Minor	0	60 days	Audit, external audit or as the Authority considers necessary
115.	Method Statements and procedures manuals up to date at all times	Minor	0	30 days	Audit, external audit or as the Authority considers necessary
116.	Method Statements and procedures manuals up to date at all times and made available to all relevant Company staff and the Authority's Representative	Minor	0	30 days	Audit, external audit or as the Authority considers necessary

Environmental management

No .	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
117.	Implementation and maintenance of an environmental management system in accordance with paragraph 9 of Part 2A	Minor	10	28 days	Audit, external audit or as the Authority considers necessary

[
Actions at start of each [visit] [shift]

No .	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
118.	Signing in the [visit] [shift] logbook	Minor	24 hours	24 hours	Review of docs and security records
119.	Carrying out visual check to verify correct operation of: <i>[CHP Engine[s] and associated plant and equipment]</i> <i>[Standby generator sets]</i> <i>Boilers/steam-raising facilities</i> <i>[Absorption Chiller[s] and associated plant and equipment]</i>	Major	0	24 hours	Log book, check inspections, use of access control system records
120.	Sample of water taken from softener and tested	Major	0	24 hours	Log book, check inspections, use of access control system records
121.	BEMS user pages checked for alarms and plant status reports completed	Major	0	24 hours	Log book, check inspections, use of access control system records
122.	Plant operational log sheets completed	Major	0	24 hours	Log book, check inspections, use of access control system records]

Contingency plan

No	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
123.	Fire and evacuation action plan referred to in paragraph 11.1.1 of Part 2A developed, maintained and annually updated (or as may be needed by changing circumstances) to cater for changes in Authority Policies, new technology and changes in Law	Medium	7 days	30 days	Audit, external audit or as the Authority considers necessary
124.	Disaster action plan referred to in paragraph 11.1.2 of Part 2A developed, maintained and annually updated (or as may be needed by changing circumstances) to cater for changes in Authority Policies, new technology and changes in Law	Medium	7 days	30 days	Audit, external audit or as the Authority considers necessary
125.	All Company staff familiar with the Authority's emergency plan and Health Technical Memoranda and aware of the actions which must be followed in the event or likelihood of loss of any service	Major	7 days	14 days	Interruptions, near misses, job records, investigations
126.	Such assistance as is within the Company's ability to remedy any failure or potential failure of any service and assist in the implementation of the Authority's [Disaster] [Major Incident Plan] as and when directed to do so by the Authority provided	Major	60 mins	3 hours	Response to requests

Service requirements

No	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
127.	Liaison by Company's Representative with the Authority's Representative as required by this Agreement (and other representatives of the Authority as may be appropriate)	Minor	7 days	30 days	Audit, external audit or as the Authority considers necessary
128.	Attendance by Company's representatives on the Liaison Committee of meetings of that committee whenever	Minor	7 days	30 days	Audit, external audit or as the Authority considers necessary

No .	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
	convened in accordance with this Agreement				
129.	Authority advised of any interruption or failure in service, or any reason it has to believe that a service may be interrupted or fail forthwith	Major	24 hours	5 days	Interruptions, near misses, job records, investigations

Record keeping

No .	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
130.	All records relating to the construction, installation and operation of the Works maintained in accordance with Schedule 25 (<i>Record provisions</i>)	Minor	30 days	60 days	Audit, external audit or as the Authority considers necessary

Energy Facilities Maintenance services

Process

No .	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
131.	Compliance with all requirements set out in Schedule 14 relevant to the delivery of Maintenance services	Medium	7 days	30 days	Audit, external audit or as the Authority considers necessary

Programmed Maintenance

No .	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
132.	Programmed Maintenance activity undertaken in accordance with Schedule of Programmed Maintenance	Medium	0	14 days	Monthly reports and audit
133.	All Programmed Maintenance carried out and completed	Medium	0	14 days	Monthly reports and audit

No .	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
	at the scheduled time				

Reactive Maintenance

No .	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
134.	Comprehensive Reactive Maintenance service provided so that all Unprogrammed Maintenance Work is carried out on an Emergency, Urgent and Routine basis	Major	0	0	Monthly reports and audit
135.	Any requirement for Reactive Maintenance responded to within the relevant Required Service Response Times	Major	0	0	Monthly reports and audit
136.	Any Unprogrammed Maintenance Work carried out within the Relevant Required Rectification Time	Major	0	0	Monthly reports and audit

Maintenance of Maintained Assets

No .	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
137.	All Maintenance carried out to manufacturer's recommendations, Authority's requirements and records provided for inspection	Medium	0	30 days	Programmed Maintenance logs and audit, external audit or as the Authority considers necessary

Statutory testing

No .	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
138.	Each and every relevant statutory and regulatory test which may be required to be carried out on the Energy Facilities and the Maintained Assets advised to the	Minor	0	7 days	Audit, external audit or as the Authority considers necessary

No	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
	Authority in writing				
139.	Each and every insurance, statutory and regulatory tests which may be required by Law, insurers or the Health and Safety Authority, undertaken in liaison with the Authority	Major	0	7 days	Audit, external audit or as the Authority considers necessary
140.	Each and every item of the Energy Facilities and/or Maintained Assets prepared and reinstated as required for engineering insurance company surveyors' inspections	Medium	0	14 days	Audit, external audit or as the Authority considers necessary
141.	Arrangements with engineering insurance surveyors of the Energy Facilities and Maintained Assets planned and organised, and integrated into the Schedule of Programmed Maintenance	Minor	7 days	30 days	Audit, external audit or as the Authority considers necessary
142.	All reasonable corrective actions arising from engineering insurance surveyors' inspections of the Energy Facilities and Maintained Assets taken	Medium	7 days	14 days	Audit, external audit or as the Authority considers necessary
143.	Works to ensure the Energy Facilities and the Maintained Assets attain and maintain the standards required to satisfy the requirements of statutory and regulatory tests carried out	Medium	7 days	30 days	Audit, external audit or as the Authority considers necessary
144.	All portable New Equipment tested, labelled and recorded, in each case as required under any Law relating to PAT	Medium	7 days	30 days	Audit, external audit or as the Authority considers necessary

Permits to work

No	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
145.	All Permits to Work where any work may affect Authority operations applied for to the Authority	Medium	0	7 days before work	Permit control system and audit, external audit or as the Authority considers necessary

No .	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
				starts	

Building services

No .	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
146.	Where utility/service diversions are necessary (other than in an Emergency), Authority contacted and Authority approval to divert the same obtained.	Medium	7 days	60 days	Audit, external audit or as the Authority considers necessary
147.	Work in respect of utility/service diversions carried out with the minimum of interference to existing installations and the normal operation of the [] Facility.	Medium	7 days	30 days	Audit, external audit or as the Authority considers necessary

[*Pest control services*

No .	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
148.	Any evidence indicating the presence of vermin or pests in the Energy Facilities Building promptly reported to the Authority's Representative]	Minor	0	3 days	Audit, external audit or as the Authority considers necessary

Fire safety

No .	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
149.	Any matter considered by the Company or a Company Party to constitute a fire risk reported immediately to the Authority's Representative and such remedial action as	Medium	60 mins	3 hours	Audit, external audit or as the Authority considers necessary

No	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
	may be necessary taken				
150.	Hot Working activities on the Authority Estate carried out only after receipt of an approved Permit to Work (which shall include full details of proposed activities) and in accordance with the Authority Fire Policy	Medium	0	48 hours before work starts	Audit, external audit or as the Authority considers necessary
151.	Technical liaison provided to the fire officer in the event of a fire call	Major	0	60 mins	Complaints
152.	In the event of a power failure, corrective action taken	Major	0	2 hours	Audit, external audit or as the Authority considers necessary

Asset and property management services

No	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
153.	Asset and property management service for the Energy Facilities and the Maintained Assets provided	Minor	7 days	30 days	Audit, external audit or as the Authority considers necessary
154.	Records and information of Energy Facilities and the Maintained Assets collected, managed and updated on behalf of the Authority as required by this Agreement	Minor	7 days	30 days	Audit, external audit or as the Authority considers necessary
155.	All test certificates and appropriate documentation and records (in particular those relating to any aspects of safety or statutory compliance) accurately maintained and updated appropriately and made available for inspection by the Authority or any other relevant Party	Medium	7 days	30 days	Audit, external audit or as the Authority considers necessary
156.	Copies of test certificates and appropriate documentation and records (in particular those relating to any aspects of safety or statutory compliance) kept in the Authority's estates central filing system for such records	Medium	7 days	30 days	Audit, external audit or as the Authority considers necessary
157.	All information and records complete, precise and clearly identifiable and as a minimum kept to a standard that satisfies the requirements of ISO 9001:2000	Minor	7 days	30 days	Audit, external audit or as the Authority considers necessary

No	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
158.	All information available for inspection at the reasonable request of the Authority's Representative or any other relevant Authorised Person	Minor	7 days	30 days	Audit, external audit or as the Authority considers necessary
159.	Hazard notices and safety signs including those issued by the Authority maintained	Minor	7 days	7 days	Audit, external audit or as the Authority considers necessary
160.	Implementation of procedures to ensure hazard notices and safety signs are located and displayed correctly	Minor	7 days	30 days	Audit, external audit or as the Authority considers necessary
161.	Necessary resources to prepare plant and services for inspection/statutory examination (the dates of which shall be advised to the Company by the Authority from time to time) provided and the same returned to service on completion of such inspection/examination	Medium	7 days	Before work starts	Plant available for inspection, delays, complaints
162.	Statutory plant examinations (as are to be carried out under separate contractual arrangements to be made between the Authority and third parties) programmed, initial preparation carried out, make plant ready and accessible for examination and provide such attendance as may be required during the course of such inspections	Major	0	7 days	Plant available for inspection, delays, complaints
163.	Authority given adequate notice of when the plant referred to above will be available for inspection	Medium	7 days	Before work starts	Plant available for inspection, record of agreement, complaints, audit
164.	Backup and safe storage of all operational data carried out. System backed up each Monday and a copy of the backup provided to the Authority	Medium	7 days	30 days	Review of backup arrangements. Test of backups and annual proof of system to the Authority

Training services

No	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
165.	Authority Operators working at the Authority Estate	Minor	0	30 days	Training log and personal

No .	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
	nominated by the Authority for such purpose, trained prior to the date of issue of the Certificate of Completion, to carry out the duties required by the Company for the purposes of First Line Operation and Maintaining Maintained Assets				development plan
166.	Refresher training, for existing Authority Operators provided at least once every three years (or more frequently as required following any change to the First Line Operation [and/or] [the Maintained Assets agreed by the Parties) following the date of issue of the Certificate of Completion, and provided for new Authority Operators as and when nominated by the Authority and notified to the Company	Minor	0	90 days	Training log and personal development plan
167.	Certificates to confirm training has taken place in respect of each of the Authority Operators provided to the Authority	Minor	7 days	30 days	Training log and personal development plan

Helpline Services

Key objectives

No .	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
168.	Compliance of Helpline Services with paragraph 1.5 of Part 2C	Medium	0. Calls must be answered immediately	24 hours	Audit, external audit or as the Authority considers necessary

Helpline services

No	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
169.	Staff providing the helpline service trained to respond in an informed manner to enquiries in accordance with Authority Policies and comply with appropriate codes of conduct	Medium	24 hours	30 days	Audit, external audit or as the Authority considers necessary
170.	All notifications of Service Failures and events reported logged by the helpline service. All relevant details recorded.	Medium	24 hours	30 days	Audit, external audit or as the Authority considers necessary
171.	All such information and or data as is required to complete the quarterly monitoring report provided. Information to include a summary of all service requests and events reported to the helpline during the quarter	Medium	24 hours	30 days	Audit, external audit or as the Authority considers necessary
172.	Helpline available and appropriately staffed 24 hours per day, 365/6 days per year	Medium	24 hours	30 days	Audit, external audit or as the Authority considers necessary
173.	Any sub-contractor of helpline services an established specialist with a proven track record in providing such support services within the public sector	Medium	24 hours	30 days	Audit, external audit or as the Authority considers necessary

Architectural and planning services

Introduction and scope

No	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
174.	Compliance of planning and design of the Energy Facilities Building and any subsequent works with all the requirements of the current documents referred to in paragraph 1.2 of Part 2D including any specific Authority local requirements and policies	Medium	24 hours	30 days	Audit, external audit or as the Authority considers necessary

Construction requirements for building elements

No .	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
175.	Statutory regulations adhered to	Major	0	24 hours	Audit, external audit or as the Authority considers necessary

Drawings and text documents

No .	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
176.	All the drawings CAD generated in (.DWG) format fully compatible with AutoCAD Version 2013	Minor	0	30 days	Audit, external audit or as the Authority considers necessary
177.	All written text documents, such as Specification, Design Statements, Programmes, and Schedules etc. electronically compatible with Microsoft Office package, viz, WORD, Access, Excel, and Project	Minor	0	30 days	Audit, external audit or as the Authority considers necessary

"As-fitted" drawings and operation and maintenance manuals

No .	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
178.	Working drawings updated during the course of the contract to form "As Fitted" drawings indicating as-built details of the building, engineering services, plant and equipment	Minor	0	90 days	Audit, external audit or as the Authority considers necessary
179.	"As Fitted" drawings provided in <i>AutoCAD Version 2013, (.DWG) format</i> , uncompressed files and recorded on CD disks. Electronically recorded information includes details of trunking and conduit runs, accessories, equipment and circuit numbers and fire alarm-head numbers, building plans and details, drainage runs internal and external, roadways.	Minor	0	90 days	Audit, external audit or as the Authority considers necessary
180.	Two paper prints of relevant drawings submitted to the	Minor	0	60 days	Audit, external audit or as the

No .	KPI (A)	Service Failure* (B)	Tolerance (%/period) (C)	Remedial Period (D)	Monitoring method (E)
	Authority as soon as reasonably practicable after the date of issue of the Certificate of Completion of the Works and in any event within three months of the same.				Authority considers necessary

Appendix 2 Proforma monitoring report

Item (A)	Data required (in kWh) (B)	Data reported (C)
1	Monthly theoretical max run hours	
2	Actual run hours	
3	Actual availability	
4	Parasitic kWh	
5	Actual gas consumed by CHP	
6	Actual heat delivered by CHP	
7	Actual CHP thermal efficiency	
8	Actual electricity delivered by CHP	
9	Actual CHP electrical efficiency	
10	Actual HRSG burner gas consumption	
11	Actual HRSG burner steam output	
12	Actual burner efficiency	
13	Actual gas consumed by fired boilers/steam raising facilities	
14	Actual heat delivered by fired boilers/steam raising facilities	
15	Actual boiler efficiency	
16	Periods of down time and reasons	

Normal Working Hours

1. Subject to paragraphs 3 to 5 below, the Company shall carry out Programmed Maintenance at the Facilities during the hours of 08h30 to 17h00 from Monday to Friday ("Normal Working Hours").
2. the Company may, with the consent of the Contracting Authority (which consent shall not be unreasonably withheld) carry out Maintenance Works outside the Normal Working Hours provided always that it shall take into account:

- (i) the likely disturbance to the Contracting Authority, its staff and patients within the immediate area where the Maintenance Works are to be undertaken;
- (ii) the likely disturbance to adjacent areas, the Contracting Authority, its staff and patients in those adjacent areas that may be affected by the Maintenance Works to be undertaken in the area(s) identified in (i) above; and
- (iii) compliance with the Law.

3. Subject to paragraph 4, the Company shall have access to the Facilities during the hours of operation to the areas set out in and in accordance with Table A below ("Hours of Operation") to carry out Programmed Maintenance.

4. Where the Company requires access to an area of the Facilities during the Hours of Operation, the Company will consult with and obtain the consent of the member of personnel in charge of a department ("Head of Department") concerning dates, times and periods during which Programmed Maintenance is to be undertaken in those departments so as to minimise disruption to those departments.

The Contracting Authority may request the Company to carry out Programmed Maintenance outside the Contracting Authority's Normal Working Hours in the event that the carrying out of such Programmed Maintenance during Normal Working Hours would adversely affect the clinical and operational function of the department or area.