



Llywodraeth Cymru  
Welsh Government

**Service Level Specification**

**Section 1 of**

**Schedule 12 of the**

**Standard Form Education MIM Project**

**Agreement**

**(WEP Strategic Partnering Framework**

**Version)**

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**Selected Bidder Version**

**SCHEDULE 12  
SERVICE REQUIREMENTS**

**SECTION 1**

**SERVICE LEVEL SPECIFICATION**

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## 1. Definitions and Status of this Section 1 of Schedule 12 (Service Level Specification)

### 1.1. Definitions

Unless expressly defined otherwise within this Section 1 of Schedule 12 (*Service Level Specification*) any defined terms expressed in this Section 1 of Schedule 12 (*Service Level Specification*) shall have the same meaning given in Schedule 1 (*Definitions and Interpretations*) of this Agreement. This paragraph identifies and explains the defined terms and acronyms used throughout this Section 1 of Schedule 12 (*Service Level Specification*):

**[Additional Period]** has the meaning given to that term in Section 1 of Schedule 14 (*Payment Mechanism*) of this Agreement;]

**Annual Services Review** means the annual meeting to review the Annual Service Report;

**Annual Shared Risk Core Energy Service Consumption Target or "ASRCET"** has the meaning given in Section 1 (*Interpretation*) of Schedule 14 (*Payment Mechanism*) of this Agreement;

**ASHRAE** means The American Society of Heating, Refrigerating and Air-Conditioning Engineers;

**[Authority's Accessibility Plan]** means [◆];]

**Automated Energy Data Collection Portal** means the Automated Energy Data Collection Portal for each scheme for ongoing energy monitoring, targeting, and benchmarking<sup>1</sup>.

**Availability Standards** mean the standards set out in Section 9 (*Availability Standards and Response and Rectification Periods for Unavailability*) of Schedule 14 (*Payment Mechanism*) of this Agreement;

**BEIS** means the Department for Business, Energy and Industrial Strategy and any superseding government department that publishes the energy tables referenced at paragraph [◆];

**BSRIA** means The Building Services Research and Information Association;

**Building** has the meaning given to it in the Authority's Construction Requirements;

**Building Elements** has the meaning given to it in the Authority's Construction Requirements;

**Building Load** has the meaning given to it in Section 1 (*Interpretation*) of Schedule 14 (*Payment Mechanism*) of this Agreement;

**Building Performance Evaluation** comprises the technical performance review which includes energy, carbon and water use assessment against benchmarks; the environmental comfort of the users, including ventilation, heating, lighting and acoustics. The functional performance includes User Satisfaction Surveys questionnaires and building walk-through. The evaluation is to form part of the on-going reporting process and includes actions in response to the POE[◆];

**Building Regulations** has the meaning given to that term in the Authority's Construction Requirements;

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<sup>1</sup> Details of the requirements for the Automated Energy Data Collection Portal are set out at paragraph 2.27.4

**Building Services** means gas and water services, heating, ventilation, air conditioning, controls, access, security and alarm systems, electrical plant and installations including pipework, ductwork and cabling;

**Building User Guide** is a simple to use non-technical guide for the Facilities Premises Team about how their Building operates and how the local room controls work;

**College** has the meaning given to that term in the Authority's Construction Requirements;

**Communication Plan** has the meaning given to it in paragraph 2.3.1 (*Communications Plan*) of this Service Level Specification;

**Controls Assurance Procedures** means procedures that capture the day to day operation of the Facility and maintain its operation including issues such as fire and evacuation plans, the Disaster Plan and service specific risk assessments;

**Core Day** has the meaning given to it in Section 1 (*Interpretation*) of Schedule 14 (*Payment Mechanism*) of this Agreement;

**Core Energy Hours** has the meaning given to it in Section 1 (*Interpretation*) of Schedule 14 (*Payment Mechanism*) of this Agreement;

**Core Sessions** has the meaning given to it in Section 1 (*Interpretation*) of Schedule 14 (*Payment Mechanism*) of this Agreement;

**Curriculum** has the meaning given to it in the Authority Construction Requirements;

**Display Energy Certificate/ DEC** means the energy certificates required for public buildings required by The Energy Performance of Buildings (England and Wales) Regulations 2012;

**Energy and Utilities Management Plan** means the plan set out in [◆] of the Method Statements as may be updated from time to time in accordance with Schedule 8 (*Review Procedure*) of this Agreement;

**Energy and Water Efficiency Plan** means the plan with that name forming part of the Energy and Utilities Management Plan as may be updated from time to time in accordance with Schedule 8 (*Review Procedure*) of this Agreement;

**Automated Energy Data Collection Portal** – means the automated energy data collection portal to be provided by ProjectCo;

**Facility Management Team** or **FMT** means the Facility Representative, head teacher/principal of the [relevant] Facility, the business manager and/or any other person designated by the Facility as having overall responsibility for the management of the Facility where such persons are appointed as a Facility Liaison Person;

**Facility Premises Team** means the team of Facility Liaison Persons;

[**Facility's Accessibility Plan** means [◆];]

**Facility User(s)** means any person who works in, attends or uses the [relevant] Facility;

**Fire Safety Management Plan** has the meaning given in paragraph 1.14.1 (*Fire Safety Management*) of this Section 1 of Schedule 12 (*Service Level Specification*);

**Grounds Maintenance Service** means the services detailed under paragraphs 2.30 to 2.34 of this Service Level Specification to be provided for a three-year period following the Payment Commencement Date/[Payment Commencement Date 1] to ensure that landscaped and planted areas are fully established;

**Grounds Maintenance Plan** means the Grounds maintenance plan to be agreed pursuant to [2.30, 2.31, 2.32, 2.33, and 2.34] of this Services Level Specification (where details of the timing and process for agreement/requirements are set out)

**Health and Safety File** means the health and safety file prepared by Project Co pursuant to the CDM Regulations [◆];

**Health and Safety Management Plan** means the plan referenced in paragraph 1.12 (Health and Safety) of this Section 1 of Schedule 12 (*Service Level Specification*); [◆];

**Helpdesk** has the meaning given in Section 1 (*Interpretation*) of Schedule 14 (*Payment Mechanism*) of the Project Agreement;

**ICT** means Information and Communication Technology [◆];

**Initial Baseline Energy Model** has the meaning given to it in the Authority's Construction Requirements;

**Initial Grounds Maintenance Period** has the meaning given in paragraph 2.30.1 of this Service Level Specification;

**Initial Period** has the meaning given in Section 1 (*Interpretation*) of Schedule 14 (*Payment Mechanism*) of this Agreement;

**IPMVP** has the meaning given to it at paragraph 2.25.13 of this Service Level Specification;

**Interface Services** means the services provided by Project Co to ensure the integration of the Services and the Soft Services and the management of communications as between Project Co, the Project Co Representative and Project Co Parties, on the one hand, and the Authority, Authority Representative, Facility Representative, Facility Premises Team and Authorised Callers on the other, to ensure an integrated Services solution for the Facilities. This service extends for the Project Term in that Project Co shall remain responsible for assisting in the management of the interface between those Services provided by Project Co and the Soft Services provided by the Authority (or an Authority Party). This will include, but is not limited to, training, Soft Landings Framework, re-commissioning after three (3) months, and ICT interface;

**Legacy** has the meaning given in the Authority's Construction Requirements;

**Legacy Equipment** has the meaning given in the Authority's Construction Requirements;

**Make Safe** has the meaning given in Section 1 (*Interpretation*) of Schedule 14 (*Payment Mechanism*) of this Agreement;

**Measurement and Verification Plan** means the plan referenced in paragraph 2.19 (Energy and Utilities Management) of this Section 1 of Schedule 12 (*Service Level Specification*) [◆];

**Minimum Residual Life Expectancy Requirements** has the meaning given in paragraph 1 (Definitions) of Schedule 18 (*Handback Procedure*) of this Agreement;

**Monthly Review** means the monthly meeting to review the Monthly Service Report and other operational issues;

**Performance in Use (PIU) Targets** means the targets set out at Annex 1 (*Performance in Use (PIU) Targets*) of this Service Level Specification to which the Building is required to perform;

**Performance Failures** has the meaning given in Section 1 (*Interpretation*) of Schedule 14 (*Payment Mechanism*) of this Agreement;

**Performance Standards** are the key performance standards for the Services as set out at Appendix A (*Performance Standards*) of this Service Level Specification;

**Post Occupancy Evaluation (POE)**<sup>2</sup> means the evaluation of [each of/the] Facilities monitoring both quantitative measures i.e. the technical criteria covered in the (PIU) Targets and the satisfaction of the Facility Users through User Satisfaction Surveys and Building Performance Evaluation to the functional performance criteria<sup>3</sup>. **Primary School** has the meaning given to that term in the Authority's Construction Requirements;

**Rectification** has the meaning given in Section 1 (*Interpretation*) of Schedule 14 (*Payment Mechanism*) of this Agreement;

**Rectification Period** has the meaning given in Section 1 (*Interpretation*) of Schedule 14 (*Payment Mechanism*) of this Agreement;

**Remedial Period** has the meaning given in Section 1 (*Interpretation*) of Schedule 14 (*Payment Mechanism*) of this Agreement;

**Remedy** has the meaning given in Section 1 (*Interpretation*) of Schedule 14 (*Payment Mechanism*) of this Agreement;

**Response Period** means, in relation to each Performance Standard and Availability Standard, the period of time within which Project Co must respond to a Service Event and (if relevant) Make Safe, as detailed in the column headed Response Period in the Availability Standards or Performance Standards (as the case may be);

**Room User Guide** is a simple to use non-technical guide that introduces Facility Users to how their room operates and how the local room controls work

**Routine** has the meaning given in Section 1 (*Interpretation*) of Schedule 14 (*Payment Mechanism*) of this Agreement;

**Secondary School** has the meaning given to that term in the Authority's Construction Requirements;

**SEN(D)** has the meaning given in the Authority Construction Requirements;

**Service Delivery Proposals or SDPs** means the Method Statements and Services Quality Plans that set out Project Co's solution for providing the Services in accordance with the requirements of this Service Level Specification;

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<sup>2</sup> The POE is used to assess the technical and functional performance of the Facilities and includes users' satisfaction; environmental comfort of users in both winter and summer; functionality of learning and non-learning spaces. It is used as part of continuous improvement along with the assessment of the PIU Targets and energy monitoring

<sup>3</sup> The technical performance review includes energy, carbon and water use assessment against benchmarks; the environmental comfort of the users, including ventilation, heating, lighting and acoustics. The functional performance includes User Satisfaction Surveys and building walk-through. The evaluation is to form part of the on-going reporting process and includes actions in response to the POE.

**Service Quality Standards (SQS)** means the service quality standards set out in Annex 2 (*Service Quality Standards*) of this Section 1 of Schedule 12 (*Service Level Specification*);

**Soft Landings Framework** has the meaning given in Appendix B (*Interface Protocol*) of this Service Level Specification;

**Soft Services** means Grounds Maintenance, caretaking and portering, cleaning, resource and waste management and pest control; catering; health and safety; fire safety management and security; and management of the Soft Services;

**Soft Services Training Plan** means the soft services training plan to be prepared by Project Co and that is required to meet the requirements of this Service Level Specification, including paragraph 2.8.3;

**Statutory Inspection** means inspections (including servicing, maintenance, and testing) that building owners are required to undertake to comply with the Law and specifically health and safety legislation to ensure the health, safety and welfare of the Facility Users as provided for in paragraph 2.11.1 (*Statutory Inspection and Testing*) and Appendix C (*Statutory Inspection, Testing and Maintenance Requirements*) ) of this Section 1 of this Schedule 12 (*Service Level Specification*);

**Statutory Testing** means the tests provided for in paragraph 2.11.1 (*Statutory Inspection and Testing*) and Appendix C (*Statutory Inspection, Testing and Maintenance Requirements*) ) of this Section 1 of this Schedule 12 (*Service Level Specification*);

**Student** means a student of the [relevant] Facility;

**Unavailable** has the meaning given in Section 1 (*Interpretation*) of Schedule 14 (*Payment Mechanism*) of this Agreement and **Unavailability** shall have the same meaning;

**Urgent** has the meaning given in Section 1 (*Interpretation*) of Schedule 14 (*Payment Mechanism*) of this Agreement;

**User Satisfaction Surveys** means a survey to be undertaken with Facility Users as part of the post occupancy evaluation and annually thereafter to measure their satisfaction with Project Co's performance;

**Water Quality and Efficiency Plan** means the plan with that name forming part of the Energy and Utilities Management Plan as may be updated from time to time in accordance with Schedule 8 (*Review Procedure*) of this Agreement.

## 1.2. **Status of this document**

Design guidance is included in the Authority's Construction Requirements. Where any incidental design guidance is included in this Service Level Specification in the event of any contradiction in relation to design, the Authority's Construction Requirements will take precedence.

## 1.3. **Services Specification**

Project Co shall provide the Services in order to comply with this Service Level Specification and this Agreement.

## 1.4. **Authority Responsibilities**

For the avoidance of doubt the Authority will be responsible for providing and/or procuring the provision of its own Soft Services and ICT services.



## 1.5. **Compliance**

Project Co shall deliver the Services in accordance with this Service Level Specification. Project Co shall ensure that the Services meet all relevant statutory requirements, are compliant with health and safety regulations, all Law and local and national policies. All Buildings and spaces within Buildings shall be maintained in a state of readiness. Project Co shall prepare Service Delivery Proposals that meet this Service Level Specification and put Disaster Plan solutions in place to avoid Unavailability and Performance Failures.

## 1.6. **Overarching Service Requirements**

- 1.6.1. Project Co shall deliver the Services as required pursuant to this Agreement for the Facilities throughout the Operational Term.
- 1.6.2. Project Co shall ensure that the Services solution is efficient, sustainable, and capable of being effectively monitored and measured (in accordance with this Service Level Specification).
- 1.6.3. Project Co shall deliver the Services in accordance with all Law, Consents and Good Industry Practice.
- 1.6.4. Project Co shall prepare Service Delivery Proposals for each of the Services that comply with this Service Level Specification, detailing how the Services will be ramped up and delivered at [each of/the] Facilities.
- 1.6.5. Project Co shall ensure that the Services are carried out using proper materials of suitable and sufficient quality (of relevant British Standard or equivalent) and not using any deleterious materials.
- 1.6.6. Project Co shall adopt a continuous improvement approach to the provision of all Services and work with the Authority to identify opportunities for improving the performance, efficiency and effectiveness of the Facilities and the Services. Project Co shall carry out Biennial Reviews in accordance with Clause 25.1 (*Biennial Reviews*) of this Agreement. These shall be in addition to the regular Monthly Service Reports and the Annual Service Reports.

## 1.7. **Management and Resourcing of the Services**

Project Co shall resource the Services with suitable personnel with the relevant skills to deliver each Service, in accordance with this Service Level Specification. Project Co shall provide a resource organogram, clearly setting out the management hierarchy and organisation of the Service provision (using both on Site and remote resources (as applicable) with relevant personnel identified (including roles and responsibilities) and shall update such organogram throughout the Operational Term at the request of the Authority, the Authority Representative and/or a Facility Representative.

## 1.8. **Service Delivery Proposals**

1.8.1. Without prejudice to paragraph 1.8.2 below, Project Co shall prepare Service Delivery Proposals which shall include as a minimum the approach and proposed methodology for the provision and delivery of the Services comprising:

- a. Helpdesk;

- b. quality assurance and continuous improvement pursuant to this Service Level Specification and Clause [20] (*Quality Assurance*) of this Agreement);
- c. health and safety management including fire safety management;
- d. environmental management;
- e. performance monitoring and reporting;
- f. Interface Services;
- g. asset maintenance service including:
  - Maintenance and Statutory Testing;
  - equipment management services including procedures for audit, storage and deployment of Equipment; and
  - indoor environmental conditions: to include the scope and services objectives to sustain PIU Targets as set out at Annex 1 to this Service Level Specification and monitored through the Performance Standards; and
- h. energy and utilities supply and management services including energy and water efficiency.

1.8.2. The Service Delivery Proposals shall include the approach and proposed methodology for meeting this Service Level Specification.

1.8.3. Project Co's Service Delivery Proposals shall include details of:

- a. overall management structure, both for the Project overall and the individual Facilities, detailing organisation charts, management roles, responsibilities and reporting structures;
- b. job descriptions;
- c. numbers of staff required to deliver the Services;
- d. regular working hours and availability of managers and employees;
- e. training of all stakeholders;
- f. details as to which Services will be carried out in-house and which will be subcontracted with details of Sub-Contractors;
- g. contract monitoring procedures;
- h. management of Sub-Contractors;
- i. Helpdesk and overall management procedures;

- j. management information systems and report production;
- k. self-monitoring procedures;
- l. meeting details including level of attendees;
- m. user satisfaction and complaints procedures;
- n. quality assurance procedures; and
- o. inspections including condition surveys and records.

1.8.4. The Service Delivery Proposals shall set out:

- a. the proposals for delivering the full range of maintenance requirements including Programmed Maintenance, Lifecycle Replacement, Statutory Inspection and Testing and Unprogrammed Maintenance Work. Details to include flow charts for Unprogrammed Maintenance Work both general and as a result of Malicious Damage, Change and any requests for additional work; and
- b. mechanisms for communicating specific plans and operational structures, with clear responsibilities, accountability and effective exchange of data between multiple parties (including the Authority, Authority Representative, Facility Representative, Facility Premises Team, Authorised Callers, design team, Project Co, Service Provider, Facility Users, FMT and governance).

**1.9. Project Co's Staff and Training and Development**

1.9.1. In respect of Project Co's staff and training and development issues Project Co shall:

- a. maintain appropriate records;
- b. liaise with and report to the Authority, Authority's Representative, Facility Representative, Facility Premises Team, Authorised Callers and/or the Facility's Management Team, as required throughout this Agreement;
- c. carry out all necessary safety and security checks; and
- d. instigate up to date and appropriate training courses and development opportunities including where required by Law.

1.9.2. In keeping with the current statutory guidance for the [Authority/School Entity], all Project Co and Project Co Party staff who may reasonably be expected in the course of their employment or engagement to have access to children and/or vulnerable adults must demonstrate that they are not barred from such work by the Disclosure and Barring Service in accordance with Clauses 28.8 and 28.9 (*Convictions and Disciplinary Action*) of this Agreement. Project Co must confirm that all such staff are not barred by use of an enhanced level Disclosure and Barring Service, which will also reveal any relevant spent or unspent cautions or convictions. For immigrant workers Project Co must also obtain a certificate of good conduct from the country of origin,

(<http://www.fco.gov.uk/en/about-us/what-we-do/services-we-deliver/legal-services/local-document-search/010-certificate-of-good-conduct/>). The cost of obtaining clearances shall remain with Project Co.

- 1.9.3. In the event that Project Co brings personnel to Site and Project Co has been unable to demonstrate that they are not barred from such work by the Independent safeguarding authority, Project Co shall ensure that such personnel are to be accompanied and supervised at all times by an individual who has the appropriate level of clearance.
- 1.9.4. Project Co shall participate in Facility induction programmes as agreed with the Authority and/or nominated Facility Representative(s). Programmes will be reviewed and agreed through the Final Commissioning Programme and in accordance with the Access to Work Protocol.
- 1.9.5. Project Co shall maintain appropriate personal training records for every Project Co Party and for Project Co-trained Facility Users. Records for Project Co trained Facility Users shall be for Facility specific requirements identified in the Interface Protocol.
- 1.9.6. Project Co shall develop, maintain and operate an appropriate induction programme for Project Co Parties.
- 1.9.7. In carrying out the duties described in this Service Level Specification, Project Co shall ensure all Project Co Parties:
  - a. are properly and presentably dressed in appropriate identifiable clothes and work wear (including protective clothing and footwear where required), with any uniform policies agreed with the Authority Representative;
  - b. maintain an appropriate standard of personal hygiene commensurate with their allocated tasks while working in the Facilities;
  - c. comply with all Authority Policies such as non-smoking and safeguarding policies;
  - d. behave in an appropriate manner at all times when on Site;
  - e. have access to canteen and other facilities at times and as agreed with the Authority; and
  - f. if more than one substantiated complaint is made against any individual member of Project Co's staff (including Helpdesk operators) within each Contract Month, Project Co shall investigate and action the complaint to mitigate future reoccurrence and report the complaint and action taken to the Authority Representative.
- 1.9.8. Project Co shall undertake all response requirements to complaints at its own cost.
- 1.9.9. Project Co shall undertake the training identified in Section 4 (*Soft Services Training Plan*) of Appendix B (*Interface Protocol*) of this Service Level Specification.

1.9.10. Project Co shall prepare the following plans to be incorporated into their Method Statements:

Name of category	Plans	Cross reference to requirement in Service Level Specification (or as stated)	Key Performance Standard links
Quality Management	Services Quality Plans	[1.11.1]	PS22 and PS23
	Health and Safety (including water quality management)	[1.12.1]	PS16 and PS17
	Fire Safety Management	[1.14]	PS18 and PS19 (PS20)
	Environmental management	[1.15.1]	PS24 and PS25
	Energy and Utilities Management Plan	[1.11.6 and 2.2.6]	PS51 (PS52)
Soft Landings Framework, Interface and Contract Management	Handover and Mobilisation Plan	the Authority's Construction Requirements [2.13.4.5.c]	(PS1)
	Disaster Plan	[2.2.3]	PS14 and PS15
	Building Users' Guide	[2.2.5]	PS28
	Communications Plan	[2.3]	PS13
	POE and Building Performance Evaluation	[2.5.4 to 2.5.6 (inclusive)]	PS1
	Soft Services Training Plan	[2.8.3]	PS7
Maintenance and Lifecycle	5 Year Maintenance Plan	[2.13.2 and clauses 23.11 and 23.12 of this Agreement]	PS38
	Schedule of Programmed Maintenance (including Lifecycle Schedule and Lifecycle Profile)	[2.13 and clause 23.1 of this Agreement]	PS39, PS40, PS41, PS42 and PS43
Energy Efficiency (see also Quality Management)	Energy and Water Efficiency Plan	[362.17.2,2.17.3,2.18,2.26.1]	PS52
	Energy and Utilities Management Plan	[2.2.6, 2.4.21, 2.4.23, 0, 2.17 and 2.19]	PS51
Initial Grounds Maintenance	Grounds Maintenance Plan	[2.30, 2.32, 2.33 and 2.34]	PS60 and PS61

1.9.11. Project Co and the Authority shall review such plans contained within their Method Statements and identify the need for revisions to reflect performance, changes in

occupancy and use patterns and the availability of new technologies and upgrades to improve component and system efficiency.

- 1.9.12. Without prejudice to Clause 22.4 (*Project Co Service Changes*) of this Agreement, Project Co shall update each of the plans contained within the Method Statements in accordance with the frequency specified in this Agreement. Each updated Method Statement shall be submitted for approval by the Authority's Representative not less than twenty (20) Business Days prior to the commencement of each Contract Year. In the case of the 5 Year Maintenance Plan and Schedule of Programmed Maintenance (which include the Lifecycle Schedule and Lifecycle Profile), Project Co shall review and submit updated versions as specified in Clauses 23.1 (*Programmed Maintenance Works*) and 23.11 (*5 Year Maintenance Plan*) of this Agreement.

#### 1.10. Integration of the Services with Authority Policies and Facility operations

- 1.10.1. In developing the Services Delivery Proposals Project Co shall ensure that they integrate with Authority Policies, concerning the following issues:

- a. quality assurance (as required under Clause 20 (*Quality Assurance*) of this Agreement;
- b. health and safety;
- c. fire safety management;
- d. environmental management; and
- e. energy management.

#### 1.10.2. Co-operation with [Authority/School Entities]

Project Co shall:

- a. support FMT and [Authority/School Entity] governing bodies with their statutory duties e.g. each governing body usually has a premises committee and Project Co is expected to attend such meetings or prepare relevant reports unless deemed unnecessary by the FMT;
- b. cooperate with and provide information for [School Entity/ Authority]-related inspections [such as Estyn inspections] as far as these relate to the Services provided or are seen by the Authority as contributing to raising standards;
- c. consult with the Authority Representative and Facility Representative regarding proposals for all new working practices, or working practices that have changed from those already agreed with the Authority, before any such new or revised working practices are implemented; and
- d. in connection with the provision of the Services, consult with the following parties where applicable regarding service delivery timings, [Authority/ School Entity] employee involvement (including Soft Services providers) and local working practices:

- 1.10.2.d.1. [Authority/ School Entity] departments in undertaking or preparing for the delivery of any aspect of the Services which may impact upon their delivery or upon the comfort and or well-being of school related parties;
- 1.10.2.d.2. [Authority/ School Entity] Representatives including union health and safety representatives;
- 1.10.2.d.3. Statutory bodies in respect of any aspect of the Services; and
- 1.10.2.d.4. Soft Services providers via the Authority Representative [Facility Representative] /FMT as specified by the Authority.

1.10.3. Project Co shall:

- a. discuss and agree the proposed Services (including how Project Co Parties will liaise with the Authority, Authority's Representative, Facility Representative, Facility Premises Team, Authorised Callers and/or the Facility's Management Team, as required under this Agreement) and seek agreement;
- b. provide all information on the performance of the Facilities as required by the Authority Representative;
- c. ensure that any reasonable requirements of the Authority are taken into account in the proposed Services;
- d. carry out Facility related risk assessments for and on behalf of and in consultation with the [Authority/School Entity] as required by Law;
- e. ensure that the operations of the [relevant] Authority/School Entity] can continue unhindered, but the extent of maintenance is at the discretion of Project Co unless governed by statutory requirements;
- f. confirm the start and completion dates and hours of working in advance with the Authority for all Services and Works, as required in accordance with the Access to Work Protocol;
- g. comply with the Access to Work Protocol and propose updates in accordance with Law and Good Industry Practice. Provide supporting information with the application for an Access to Work Permit to allow the Authority's Representative to understand the impact of works proposed to the Authority Services and review the proposed risk assessment and method statement, particularly for work permits involving hot work and asbestos;
- h. maintain a safe environment for all Facility Users and their belongings during such Services or Works;

- i. provide advice and instructions on the use of any new equipment and/or installation;
- j. provide advice on maintenance access equipment for use by Facility staff particularly for roof work and working at height where identified in the Interface Protocol;
- k. liaise with the FMT on access issues, such as restrictions to areas that may be out of use including agreeing an Access to Work Permit;
- l. maintain and make good any incidental damage caused and remove all rubbish and clean up after completing tasks at the end of each day;
- m. carry out all Services in accordance with statutory requirements, insurance requirements, health and safety requirements, British Standards, manufacturers' instructions and otherwise in compliance with Good Industry Practice;
- n. undertake all Statutory Testing, (e.g. Portable Appliance Testing (PAT) for Project Co's portable appliances) in accordance with, HSE and Statutory Authority guidance and all Law; and
- o. test and service all plant and equipment within the responsibility of Project Co, as required by recognised Good Industry Practice and Law.

**1.11. Quality Management, Health and Safety, Energy Management and Environmental Management**

- 1.11.1. Project Co shall develop, maintain and implement a Services Quality Plan that shall meet the requirements of current applicable standards and includes quality assurance and continuous improvement.
- 1.11.2. Project Co shall achieve ISO 9001 accreditation within 18 months of the [relevant] Actual Completion Date. ISO 9001 accreditation, or subsequent applicable accreditation, shall be maintained throughout the Operational Term and copies of certificates shall be provided to the Authority.
- 1.11.3. Project Co shall produce with inputs from the Authority a documented process based on the following suite of standards that are integrated into the ISO 9001 quality management system.
- 1.11.4. The ISO standards listed at [1.11.6] below will be used as a framework to:
  - a. establish an agreed responsibility matrix at an appropriate level of detail reflecting the skill base of the Facilities Premises Team and its Soft Services providers; and
  - b. demonstrate best practice management systems are in place and are subject to a documented continuous improvement process.
- 1.11.5. The management and continuous improvement approach described shall be adopted for all Services and Soft Services.



- 1.11.6. The intention is that there shall be consistent documented processes in place across both the Services and the Soft Services; that are agreed with the Authority; recorded by Project Co; and are based on the ISO standards. The Plan should cover:
- a. Energy and Utilities Management ref: ISO 50001;
  - b. Occupational Health and Safety BS OHSAS 18001:2007;
  - c. Fire Safety Management ref: RRO (Fire Services) 2005; and
  - d. Environmental Management ref ISO 14001 (including waste and water) (see paragraph 1.15).

### 1.12. Health & Safety

- 1.12.1. Project Co shall maintain and implement a Health and Safety Management Plan for the Services that meets the requirements of BS OHSAS 18001:2007 Occupational health and safety management systems: requirements, or its applicable successor.
- 1.12.2. Project Co shall maintain the Health and Safety Management Plan throughout the Operational Term.
- 1.12.3. Project Co's Health and Safety Management Plan shall contain the approach to:
- a. providing the Services in a safe manner; and
  - b. co-ordinating health and safety policies and processes with the [Authority/School Entity].
- 1.12.4. Project Co shall implement and maintain the Health and Safety Management Plan with the Authority to demonstrate compliance with all statutory, regulatory and relevant health and safety instruction affecting the management and operation of the Facility, the scope and content of which is agreed with the Authority and included within the Service Delivery Proposals. The plan shall integrate fully with all of the Authority Policies relating to health and safety.
- 1.12.5. Project Co shall have a duty of care to notify the [Authority/School Entity] of any matters in relation to the Services which Project Co considers a hazard;
- 1.12.6. Project Co shall establish systems that acknowledge the receipt from the Authority, and dissemination to the FMT and all relevant Project Co Parties, all warnings and safety action bulletin notices published by [Welsh Government] or HSE and ensure appropriate action is taken and recorded centrally at Project Co's expense;
- 1.12.7. Project Co shall act in accordance with the CDM Regulations, including the preparation of the Health and Safety File.

### 1.13. Hot and cold-water services

Project Co shall:

- 1.13.1. Produce a water quality policy document setting out the guidance and strategy for control of legionella and maintenance of wholesome water quality that will be followed to protect employees and others who may be affected by its business operations against the risk of legionella infection arising from plant, equipment, Facilities, work or work-related activities. It shall include the framework of the procedures designed to achieve this aim and set out the stages and objectives relevant at each stage. It shall specify the management, operational and specialist responsibilities and lay down a clear management and communication structure to ensure that it fails safe. It will clearly set out which tasks are part of the Authority's day to day monitoring and maintenance responsibilities to be included in Soft Services provided by the Authority or Authority Parties and which maintenance tasks will be carried out by Project Co;
- 1.13.2. Provide water service to outlet points of the correct type, sufficient rate and suitable temperature to meet the prescribed standards;
- 1.13.3. Supply mains water or tanked potable water direct to internal areas, including kitchens, staff/rest rooms, technology rooms, vending machines and medical rooms, as detailed in the Authority's Construction Requirements and ADS;
- 1.13.4. Provide water service to outlet points designed to operate in a safe condition appropriate to the process, function and specific areas being served; and
- 1.13.5. Provide water service to outlet points that comply with the current Water Fittings Regulations BS6700 and BS6465 and are installed and commissioned in accordance with the provisions of the Health and Safety Commission Code of Practice for the Prevention and Control of Legionellosis and disinfected to comply with current standards.

#### 1.14. **Fire Safety Management**

- 1.14.1. Project Co shall develop and maintain a plan, incorporating a fire and evacuation plan that shall include as a minimum:
  - a. Fire risk assessment;
  - b. fire evacuation plans; and
  - c. approach to fire safety including:
    - maintenance and testing of alarms, sprinkler systems, and any other fire suppression systems;
    - roles and responsibilities;
    - staff training and awareness;
    - evacuation plan testing; and
    - post implementation review process.

(the "**Fire Safety Management Plan**")

- 1.14.2. Project Co shall coordinate the Fire Safety Management Plan with the relevant Facility Representative, the local fire and rescue service, the emergency services, and utilities providers.

- 1.14.3. Project Co shall provide an initial Fire Safety Management Plan before the [relevant] [Payment Commencement Date/Payment Commencement Day 1] and update annually thereafter, or more frequently to reflect changes in the Building design, use and occupancy.
- 1.14.4. Project Co shall provide and maintain external monitoring of fire alarm and site security systems by a dedicated BT Redcare service and phone line link.
- 1.14.5. Project Co shall provide and maintain fire extinguishers and other fire equipment (including fire blankets and hoses) required or recommended by the Fire Safety Management Plan and the local fire and rescue service. Project Co shall also provide and maintain evacuation chairs and other such evacuation equipment similarly required or recommended.

#### **1.15. Environmental Management Services**

- 1.15.1. Project Co shall develop, maintain and implement an Environmental Management Plan for the Services that shall meet the requirements of ISO 14001.
- 1.15.2. Project Co shall achieve ISO 14001 accreditation within 18 months of the [relevant] Actual Completion Date. ISO 14001 accreditation, or subsequent applicable accreditation, shall be maintained throughout the Operational Term and copies of certificates shall be provided to the Authority.
- 1.15.3. Project Co's Environmental Management Plan shall contain the approach to:
  - a. Providing the Services in a sustainable manner;
  - b. Minimising waste during maintenance and operation; and
  - c. Co-ordinating and recording sustainable and environmental policies with the Authority.

#### **1.16. Waste Management**

- 1.16.1. To the extent related to the provision of the Services, Project Co shall be responsible, and carry out appropriate risk assessments including compliance with statutory requirements, for the safe disposal of effluent and hazardous waste including, but not limited to, sewage, surface water run-off, etc.
- 1.16.2. Project Co shall advise the [relevant] [Authority/School Entity] on the reduction of sewage and surface water drainage charges.
- 1.16.3. Project Co will record waste-arising from the activities it undertakes at the Facility in the Environmental Management Plan.
- 1.16.4. Project Co shall include maintenance materials and waste efficiency in the Environmental Management Plan. Project Co shall take into account DEFRA's waste hierarchy when undertaking all Programmed Maintenance and Unprogrammed Maintenance Work.<sup>4</sup>

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<sup>4</sup> <http://www.defra.gov.uk/environment/waste/legislation/waste-hierarchy/>

- 1.16.5. Project Co shall ensure that its waste information covers the level of waste materials segregation, and allocation of waste destination – especially those of a hazardous nature such as waste electrical and electronic equipment.
- 1.16.6. Project Co and the [relevant] [Authority/School Entity] shall work together to identify cost effective waste efficiency measures and to implement actions and investment and include agreed actions in the Environmental Management Plan.
- 1.16.7. Project Co shall agree with the Authority annual targets for its activities based upon applicable benchmarks if available, if not Good Industry Practice for:
  - a. maintenance waste arising; and
  - b. maintenance waste to landfill.
- 1.16.8. Project Co and the [relevant] [Authority/School Entity] shall work together to identify cost effective measures to implement and increase the sustainability of products procured – for example moving to suppliers with accredited Environmental Management Systems or certified materials such as Forest Stewardship Council (FSC) woods.
- 1.16.9. Project Co shall establish effective systems for data monitoring of materials procured and materials disposed of in the course of the provision of the Services – especially where materials are disposed of on Site and managed through another party or sub-contractor.

**1.17. Design Integration**

Project Co confirms that the Services provision is fully integrated across the Building design, space functionality and purpose, PIU Targets, lifecycle, material selection, room fit out and layout requirements as specified in the Authority’s Construction Requirements. Project Co shall demonstrate this in the Services Delivery Proposals.

**1.18. Interface Services**

Project Co shall support the Authority by providing the Interface Services. Project Co shall work with the Authority to tailor the Services to the specific needs of the Facility. See paragraph 2.8 (*Interface Services*) of this Section 1 of Schedule 12 (*Service Level Specification*).

**1.19. Soft Landings**

Project Co shall comply with the Soft Landings Framework as required by the Authority’s Construction Requirements and this Service Level Specification.

**1.20. Special Educational Needs SEN(D) and Disabilities**

- 1.20.1. Project Co shall ensure that the Services solution satisfies the requirements of the Equalities Act 2010. Project Co, working in partnership with the Authority, shall:
  - a. meet the General Equality Duty;

- b. take account of any information published by the [School Entity], Local Authority or Authority under the Specific Equality Duties;
- c. satisfy the duty to make reasonable adjustments and improvements for disabled people;
- d. implement the [Facility's Accessibility Plan and the Authority's Accessibility Plan].

## 1.21. Specific SEN(D) Services Requirements

### 1.21.1. Project Co shall:

- a. provide for any specific requirements in relation to SEN(D) at a particular Facility as required in the Site Specific Brief and the ADS;
- b. provide information when required or as appropriate to enable the [Authority/School Entities] to be better informed of the accessibility features on Site; and
- c. assist the [Authority/School Entities] in preparing personal emergency egress plans (PEEPs) for all individuals who cannot make their own way out of the Buildings in the event of a fire.

## 2. The Specific Services Requirements

### 2.1. Helpdesk

2.1.1. Project Co shall provide a Helpdesk during the Core Day to allow the Authorised Callers to report Building faults and requests for Services.

2.1.2. Project Co shall make [the/each] [Authority/School Entity] aware of the Helpdesk and shall provide comprehensive instructions to Authorised Callers as to how to report issues to the Helpdesk, including the level of detail required and the categorisation of priority of request. Project Co shall also provide a flowchart detailing the operation of the Helpdesk and call out Facilities including how potential reactive issues are to be managed. As a minimum such notice shall contain details of:

- a. the relevant incident or state of affairs believed to constitute a Service Event, including whether the Service Event relates to a failure:
  - to meet or comply with Performance Standards; or
  - to satisfy the Availability Standards; or
  - to meet or comply with Performance standards and to satisfy the Availability Standards;
- b. the Area or Areas which are believed to be subject to the Service Event;
- c. the reasons why such Area or Areas are believed to be subject to the Service Event;

- d. requester's/reporter's name;
  - e. date and time of Service Report;
  - f. location of Service Event (if applicable);
  - g. asset reference;
  - h. nature of the Service Report;
  - i. categorisation (priority);
  - j. Response Period and Remedial Period/Rectification Period assigned to the Service Report;
  - k. unique report/request reference;
  - l. Service Provider and contact name to which the request/report was passed;
  - m. date and time that the request/report was passed to the relevant Service Provider;
  - n. action taken to rectify or remedy including regular progress updates;
  - o. actual times that response and rectification were achieved; and
  - p. progress updates to requester/reporter.
- 2.1.3. Project Co shall provide an emergency Helpdesk service outside the Core Day for urgent issues requiring immediate action. A protocol for dealing with such urgent matters will be set out in the Interface Protocol.
- 2.1.4. Project Co shall ensure that the Helpdesk responds to Service Events within the time specified in this Service Level Specification and the Payment Mechanism. Project Co shall respond to all Service Reports through deployment of the correct level of support to resolve all matters in accordance with this Service Level Specification and the Payment Mechanism.
- 2.1.5. Project Co may allow for notifications to the Helpdesk to be achieved via additional communication methods such as SMS and e-mail communications, but these shall not remove the requirement to provide a telephone helpdesk that responds to calls and communications within 20 seconds within the Core Day and within 1 minute outside of the Core Day.
- 2.1.6. Project Co shall acknowledge SMS, e-mail and telephone voice recorded messages during the Core Day to comply with the Rectification Periods as specified in the Payment Mechanism or this Service Level Specification, as appropriate. In the case of SMS this needs to be a mobile number held by the Helpdesk operator.
- 2.1.7. Project Co shall comply with all notification and reporting procedures set out in the Payment Mechanism and the Joint Operating Protocol.

- 2.1.8. Project Co shall make telephone access to the Helpdesk at local call rate charges.
- 2.1.9. Project Co shall undertake a monthly random audit of calls to demonstrate that the requirements of this paragraph [2.1] are complied with and report findings to the [relevant] [School Entity and] Authority.
- 2.1.10. Project Co shall provide Authorised Callers with remote access “read only” facility to access Helpdesk requests, notifications, actions and task completions. This should allow the [relevant] [School Entity and] the Authority to download copies of information for manipulation and analysis.
- 2.1.11. Project Co shall deal with all Building related complaints from third parties relating to the operation of the Facility in consultation with the Authority Representative as appropriate.

## 2.2. Supporting Documentation

- 2.2.1. Project Co shall be responsible for providing on Site to the relevant Facility Users all technical guidance relating to the Facility including operation and maintenance manuals, logbooks, risk assessments, building management plans, Method Statements, and other guidance as required by this Service Level Specification and Law. Project Co shall be responsible for ensuring that these documents are kept up-to-date as part of the Interface Services and the Quality Plans. Where there are any changes to the Services Delivery Proposals affecting any of the related guidance, Project Co shall revise and reissue the respective guidance and provide induction training for the Facility Premises Team.
- 2.2.2. Project Co shall take a proactive approach to resolving problems by preparing solutions for discussion with the Authority Representative and the Facility Premises Team and Soft Services provider as necessary.
- 2.2.3. Project Co shall develop, maintain and update the Disaster Plan each year in accordance with Schedule 8 (*Review Procedure*) of this Agreement, or as may be needed by changing circumstances, such as changes in Authority Policies, new technology and changes in Law etc. to ensure continued compliance with the Facilities Controls Assurance Procedures. The Controls Assurance Procedures will include, for example, handing over responsibility to third parties outside of the Core Day, and will have regard to issues such as fire and evacuation plans, the Disaster Plan and service specific risk assessments. The Disaster Plan, including in relation to for example boiler failure or power failure, shall be agreed with the Authority Representative and shall be referenced in the Service Delivery Proposals for each separate Service. Project Co shall implement the Disaster Plan as and when required.
- 2.2.4. Project Co shall comment on and help draft and maintain the Facility's Building related management policies and include these in relevant management plans e.g. The Health and Safety Management Plan, and Fire Safety Management Plan.
- 2.2.5. Project Co shall produce a Building Users' Guide. The Building Users' Guide shall be updated to reflect any changes or updates to the Building's systems or local controls which have an impact on the ability of Facility Users to control their local environment. Project Co shall provide additional training to support the Building Users' Guide, when updated.

- 2.2.6. Project Co shall develop the Energy and Utilities Management Plan with the Authority and record the agreed plan in accordance with ISO 50001 and current standards.
- 2.2.7. The Authority is responsible for reuse, recycling and disposal of all waste generated by day to day Facility activities. Project Co is responsible for the waste streams arising from its maintenance activities. In addition, Project Co shall assist the [relevant] [Authority/School Entity] to develop and document Maintenance Materials and Waste Management as part of the ISO 14001 Environmental Management Plan (in accordance with paragraph [1.15.3] (*Environmental Management Services*) of this Service Level Specification for the Facility. The aim is to operate efficient maintenance regimes and to assist the [relevant] [Authority/School Entity] to manage its waste streams in accordance with Good Industry Practice.
- 2.2.8. Project Co shall update and maintain Area Data Sheets for all spaces within the Buildings and grounds as part of its Method Statements. Project Co shall make these available to the [relevant] [Authority/School Entity] so that Facility Users may understand what is provided for in each space, environmental comfort criteria and means of control.

### 2.3. **Communications Plan**

- 2.3.1. Project Co shall develop and maintain on an annual basis a plan (the "**Communications Plan**"), which shall include as a minimum:
  - a. approach to daily, planned and ad hoc communications;
  - b. agenda and attendees for Monthly Review;
  - c. agenda and attendees for Annual Services Review;
  - d. agenda and attendees for Biennial Review meeting;
  - e. meetings schedule;
  - f. escalation plan for emergencies and significant issues;
  - g. out-of-hours communications;
  - h. complaints handling; and
  - i. methodology for implementation of User Satisfaction Surveys, including Building Performance Evaluation and POE.

### 2.4. **Performance Monitoring, Reporting and Record Keeping**

- 2.4.1. Project Co shall monitor the Services in a diligent and consistent way to ensure that the Building consistently meets this Service Level Specification and the Authority's Construction Requirements.
- 2.4.2. Project Co shall ensure that through consistent performance monitoring, service Performance Failures and Unavailability are minimised and where they do occur are



rectified quickly and efficiently with minimal disruption to the [relevant] [Authority/School Entity] and the Facility Users and in accordance with the Rectification Periods set out in the Payment Mechanism.

- 2.4.3. Project Co shall prepare a Monthly Service Report containing all of the reporting information required by this Agreement, in the Agreed Form and as required pursuant to Section 4 of Schedule 14 (*Payment Mechanism*), where reports are quarterly, to include the relevant quarterly reporting information. Project Co shall also prepare Project Co's Annual Service Report summarising the reports and providing any additional reporting required on an annual basis.
- 2.4.4. The Annual Service Report will be reviewed at the Annual Service Review which shall take place annually within 20 (twenty) working days of the end of the Contract Year.
- 2.4.5. Project Co shall respond to ad-hoc requests to prepare and supply all information relating to the Services reasonably required by the Authority.
- 2.4.6. Project Co shall monitor the Services regularly and at a minimum at the intervals specified in the Performance Standards and the reporting table as set out in the Payment Mechanism.
- 2.4.7. Project Co shall monitor the Services in accordance with the requirements of this Service Level Specification and the Payment Mechanism to determine whether Performance Failures and/or Unavailability has occurred and whether Deductions are due and shall report Service Events to the Helpdesk and ensure that these are recorded, actioned and remedied.
- 2.4.8. Project Co shall carry out its own compliance checking in relation to the Building and this shall be demonstrated in the Services Delivery Proposal.
- 2.4.9. Project Co shall produce a Services Delivery Proposal setting out how effective performance monitoring and reporting will be achieved for each of the Services. This is to include a summary page highlighting key performance issues in a form of exception reporting supported by the detailed Monthly Service Report.
- 2.4.10. Project Co shall prepare a Services Delivery Proposal in relation to the reporting requirements as required by this Service Level Specification and Schedule 14 (Payment Mechanism) of the Agreement.
- 2.4.11. Project Co shall notify the Authority, the Authority's Representative and the Facility Representative of any changes to management structure, staffing levels, roles and responsibilities, working practices or service delivery timings not less than five (5) Business Days prior to the change being implemented.
- 2.4.12. Project Co shall ensure that all information and records are maintained in accordance with this Agreement and are up to date, accurate, in the agreed format and available for inspection by the Authority's Representative.
- 2.4.13. Project Co shall make summary reports available to the Authority on request and/or in accordance with a pre-agreed programme.

- 2.4.14. Project Co shall ensure that it employs appropriate standards of data maintenance and access in the storing of all data including compliance with the Data Protection Laws, such that any documentation or computer records shall be made available for inspection by the Authority as required. Such information shall be provided within agreed timescales and managed as part of the Interface Services.
- 2.4.15. Project Co shall provide such other information as is reasonably required by the Authority. This may include the provision of statistical information to allow the Authority to undertake its reporting requirements to Welsh Government and reports and supporting records reasonably required for the [relevant] [Authority/School Entity] to undertake its audit requirements. All information, documentation and records to be shared with and become the property of the [relevant] [Authority/School Entity] on termination or expiry of this Agreement.
- 2.4.16. Project Co shall attend quarterly meetings with the Authority's Representative and Facility Representative and provide summary reports in a format suitable for discussion with the Authority Representative and Facility Representative. For the first six (6) months of the Operational Term (as part of the Soft Landings Framework) and whenever the Authority has concerns over performance, these meetings shall be held on a monthly rather than quarterly basis. Project Co shall also attend termly premises committee meetings, where relevant.
- 2.4.17. Project Co shall provide information to assist the [relevant] [Authority/School Entity] in complying with any financial reporting obligations.
- 2.4.18. Project Co shall produce quarterly reports on performance against the Quality Plans.
- 2.4.19. Project Co shall keep up to date records of all Programmed Maintenance, Lifecycle Replacement and Unprogrammed Maintenance Work undertaken in relation to the Facility. These records should be made available via a form of shared electronic database or any other format agreed with the Authority's Representative.
- 2.4.20. Project Co shall keep an up to date list of all Statutory Inspections carried out and shall include a summary in a quarterly report to the Authority and the Authority Representative. Project Co shall maintain full reports and certification in relation to Statutory Inspections to be made available on demand and included in the Fire Safety Management Plan and other Building management plans as required by Law and Good Industry Practice.
- 2.4.21. Project Co shall monitor the performance of the Building as against the Energy and Utilities Management Plan on at least a monthly basis. The automated Energy Management System (EMS) should be central to this process. This shall be formally reported quarterly to inform the [relevant] [Authority/School Entity] of any excessive energy use so that corrective action can be considered and taken.
- 2.4.22. The automated EMS shall be set up to monitor and log energy consumption and utility usage for the following distinct occupied Core Day profile periods:
- a. 12am to start of Core Day occupancy (breakfast clubs, staff arrival, etc)
  - b. start of Core Day to close of Core Day.
  - c. Post Core Day, through Additional Period occupancy (after school/ clubs, staff on site, community use, [evening classes] etc)
  - d. end of post-Core Day, Additional Period occupancy, to 11:59:59pm

And for the following weekend, term holiday, bank holiday, or inset days Facility profile periods:

- a. 12am to start of any Additional Period ([school clubs], staff on Site, community use, etc)
- b. end of any Additional Period to 11:59:59pm

All Core Session periods, whether for normal Facility use, or out of hours use, or any plant-extension function, are as set up or recorded by the BMS as part of the Building controls system time-clock channels and must be available to the EMS as part of the EMS/BMS functionality.

- 2.4.23. The EMS shall be configured to calculate and report heating degree day values for each Facility using the Building external ambient temperature sensor and use this for heating energy monitoring and targeting and benchmarking in line with the requirements of this Service Specification.
- 2.4.24. In day to day operation the EMS should automatically report to the user and to Project Co any significant increases in energy consumption, utilities consumption, or any other 'out of normal range' values.
- 2.4.25. Project Co shall produce monthly on-line feedback and quarterly reports on the energy consumptions of the separate energy end uses.
- 2.4.26. Project Co shall produce quarterly reports of the total water consumption and percentages which are provided by rainwater harvesting and greywater recycling (if present).
- 2.4.27. Project Co shall measure and report performance in relation to end use water analysis on a quarterly basis.
- 2.4.28. Following the [relevant] [Actual Completion Date] Project Co shall monitor energy and water using continuous monitoring, benchmarking, and reporting protocols based on best practice tools, methodologies and reporting procedures in accordance with the Energy and Utility Management Plan. The Energy and Utilities Management Plan<sup>5</sup> as updated from time to time in accordance with Schedule 8 (*Review Procedure*) shall document changes to these protocols through the Operational Term.
- 2.4.29. Energy and water usage shall be monitored using the installed meters using EMS to automatically upload data to the Automated Energy Data Collection Portal. The portal should use an interface and methodology as developed for the iSERV programme, now operated at k2energy, or k2n (<http://www.k2energy.com/>) and which will be used for the duration of the MIM programme. Alternative and similar systems may be used, such as CarbonBuzz (<https://www.carbonbuzz.org/>), or other industry available proprietary EMS or M&T applications and systems, but they must be agreed with and approved by the Authority before commencement of any services. Project Co shall ensure that the portal provided shall remain consistent across the Project Facilities throughout the Agreement and consistent with the other Projects delivered through the MIM

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<sup>5</sup> The Energy and Utilities Management Plan will initially form part of the Environmental Strategy Report and typically the Authority will require (as part of their New Project request under the SPA) that this is submitted as part of the WEP Co's Stage 1 proposal.

programme to allow the performance of facilities to be compared across both the Project and the MIM programme.

- 2.4.30. Annually, Project Co shall report actual energy end use on the Carbon Buzz and iSERVcmb/k2n websites or similar on-line systems approved by the Authority in order to benchmark the Facilities' energy profile. The data can be anonymised with agreement from the Authority. However, the Authority will expect good practice Facilities to be named and case studies produced.
- 2.4.31. Project Co shall work with the FMT and the Authority using benchmark data to agree annual performance targets to achieve continuous improvement in energy efficiency related to energy end uses. This information shall be used to inform the Biennial Reviews under Clause 25] (*Biennial Reviews and Reporting*) of this Agreement.
- 2.4.32. Project Co shall provide monthly exception reporting to identify and isolate incidences of avoidable utilities consumption for Target Building Load and End User Load. Project Co shall identify instances where consumption exceeds the predicted end use or established benchmarks, e.g. by more than 15% and additional utilities payments are likely to be incurred. Examples would be if Project Co noticed that: all lights in corridors are left on all night; loads are left on during holiday periods, or there is high consumption overnight or during holiday periods.

## 2.5. **Building Performance Evaluation and Performance in Use**

- 2.5.1. As part of the Soft Landings Framework Project Co shall carry out Site walkabouts to observe occupation patterns and to spot emerging issues which impact on the performance of the Building. As a minimum, these should be undertaken following the surveys and evaluation detailed in [2.5.4] during month one (1) and month nine (9) following the [relevant] Actual Completion Date. These walkabouts shall include members of Project Co's professional design team (where relevant but at a minimum to include the Building designer and M&E systems designer) to inform the assessment. Project Co shall discuss findings with the [relevant] [Authority/School Entity] through [the Facility Representative and] the Authority's Representative and agree whether any actions are required to improve the performance of the Building. Project Co shall draft and draft minutes recording the findings of the walk about and the actions agreed with the [Authority/ School Entity] and shall provide a copy of such minutes to the Authority School Entity no later than [◆] Business Days after the relevant walkabout.
- 2.5.2. Project Co shall carry out testing of Building controls, metering and monitoring, and Energy Management Systems to check that settings are correct in order to inform the programmed recalibration and re-commissioning of controls and the Building controls and Energy Management System to ensure that the Building meets the PIU Targets. (Performance Standards PS55 and PS56 at Appendix A of this Service Level Specification for frequency of such tests.
- 2.5.3. Project Co shall comply with the testing requirements set out in the PIU Targets at Annex 1 of this Service Level Specification and the Performance Standards at Appendix A of this Service Level Specification;
- 2.5.4. Project Co shall carry out User Satisfaction Surveys and Building Performance Evaluations as part of the POE [in the format as agreed with the Authority and the Authority Representative] and as required by this Service Level Specification. Project Co shall carry out the first User Satisfaction Survey and Building Performance

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Evaluation at prior to the 1 month walk around and again at 8 months to inform the 9 month walk around. The User Satisfaction Survey and Building Performance Evaluation shall be repeated annually by Project Co (or as agreed with the Authority).

2.5.5. Project Co shall make the POE data available to the Authority Representative and Facility Representative, including the results of the User Satisfaction Survey and Building Performance Evaluations.

2.5.6. Project Co shall upload the POE energy data in accordance with the procedures for annual monitoring and reporting of energy and water consumption set out in paragraph [2.26 (*Project Co predicted loads*)] of this Service Level Specification.

## 2.6. Thermal Efficiency of Domestic Hot Water systems

2.6.1. Project Co shall provide calculations of the annual efficiency in use of hot water systems and present these in the Annual Service Report for discussion at the Annual Service Review. These should compare the energy in the hot water used to the fuel input. Project Co shall measure by flow metering and providing temperature records of domestic hot water supplies and metering of fuel consumption.

2.6.2. Project Co shall ensure that the overall hot water service operating efficiency (defined as energy contained in the hot water exiting from outlets such as taps and shower heads, related to the supply side energy used for hot water generation) shall not be less than 45% in any 12 month period.

## 2.7. Annual tests of boiler plant and direct fired hot water generators and their flue systems

2.7.1. For all boiler plant and direct fired hot water generators of output greater than 4kW Project Co shall carry out annual performance tests for emissions and combustion efficiency in accordance with the following requirements to provide an independent check on the system's efficiency and its emissions.

2.7.2. Project Co shall test the boiler/flue system once the boiler has been brought up to full fire for a sustained period as follows:

- a. by Flue Gas Analysis with an EN 50379:2 compliant instrument;
- b. at full fire and at low fire;
- c. for O<sub>2</sub>, CO, CO<sub>2</sub>, HC measured in mg/m<sup>3</sup>;
- d. to record the temperature of the incoming combustion air and of the flue gases;
- e. for pressure differential to verify the performance of the flue. The flue system must be tested to ensure that its leakage rate does not exceed that designated according to EN1443 for the particular flue type; and
- f. the flue gas loss % (i.e. - % energy loss up flue [Siegert Formula]), lambda (the degree to which the fuel air mix approaches the ideal); boiler efficiency and dew point shall be recorded.

- 2.7.3. Project Co shall record the results from the annual performance tests alongside the results from initial commissioning and present these in the Annual Service Report for discussion at the Annual Service Review.

## 2.8. Interface Services

- 2.8.1. Project Co shall provide help and assistance to the Authority and Authority Parties to ensure that the Services are fully integrated with the Soft Services and ICT solution that is adopted by the Authority for the [relevant] Facility. This Service shall include training, attendance at Site meetings and provision of interface support to the Authority and Authority Parties to manage its operations.
- 2.8.2. Using the principles of the Soft Landings Framework, Project Co shall provide the following:
- a. general training to the Facility Users;
  - b. training of the Facility Users to ensure optimisation of the Building's performance following the [relevant] Actual Completion Date; and
  - c. post-occupancy checks and controls adjustment to optimise the performance, energy efficiency and occupant satisfaction in the Facility.
- 2.8.3. Project Co shall provide a Soft Services Training Plan which will include:
- a. details of the training to be given by Project Co to [each individual/the] Facility (and its relevant Soft Services providers) prior and following the [relevant] Actual Completion Date, including as a minimum the training requirements set out in Section 4 (*Soft Services Training Plan*) of Appendix B (*Interface Protocol*) of this Service Level Specification;
  - b. frequency and timing of training;
  - c. details of how the Soft Services Training Plan complies with the requirements of the Soft Landings Framework and the requirements of paragraph 2.8.2; and
  - d. details of how the training will assist the [Authority/School Entity] and Facility Users to optimise the Building's Performance in Use.
- 2.8.4. Project Co's training shall explain all controls and where there is lack of clarity additional user-friendly guidance (such as podcasts) and labelling of the controls shall be provided by Project Co. Additional training shall be provided when any refinements to the Building's systems and local controls are made.
- 2.8.5. The Authority and Project Co have prepared an Interface Protocol which sets out the allocation of responsibilities as between the Authority (and Authority Parties) and Project Co (and Project Co Parties). Starting at least one month prior to and to be completed one month after the [relevant] Actual Completion Date (or as agreed with the Authority in connection the Final Commissioning Programme), Project Co shall provide training for the Facility staff on all relevant aspects of the Building to enable the Facilities Premises Team to effectively manage the elements of operation and

maintenance which it is the Authority's responsibility to fulfil. Refresher training shall be provided at around 8 months co-ordinated with the User Satisfaction Survey and the 9 month walk-around described in paragraph 2.13.3.3 of the Authority's Construction Requirements.

- 2.8.6. Project Co shall prepare a Services Delivery Proposal for the Interface Services which shall include the Soft Services Training Plan and the Interface Protocol.

## 2.9. Access and Building Security

- 2.9.1. The operation of the access and security system will be the responsibility of the Authority and will be operated by the [Authority/[relevant] School Entity]. Project Co shall provide and maintain the access and security system. Project Co shall provide training, a user guide and a logbook to the relevant Facility Users to ensure that the security system is understood.
- 2.9.2. Project Co shall provide and maintain external monitoring of fire alarm and site security systems by a dedicated BT Redcare service and phone line link as per [1.14.4].
- 2.9.3. Project Co shall provide updates to security systems for reasonably foreseeable needs.
- 2.9.4. For deliveries and collections from Site, appertaining to the execution of Services, Project Co shall, as part of the Access to Work Protocol [see paragraph 1.10.3.g of this Service Level Specification], comply with a monitored process of entry and exit agreed with the [relevant] [Authority/School Entity], either through security or physical barriers to entry or exit with acknowledgement and authorisation processes. Project Co deliveries to Site and collections from Site must be managed so as not to interfere with the delivery of education at the Facility or the movement of Facility Users about the Site.

## 2.10. Asset Maintenance Service - General

- 2.10.1. Project Co shall develop and implement an integrated solution for both Programmed Maintenance and Unprogrammed Maintenance Work and which demonstrates that the Building design and component selection supports Project Co's Lifecycle Replacement strategy.
- 2.10.2. Project Co shall maintain and ensure visibility of signs on internal rooms and annually update for staff changes.
- 2.10.3. Project Co shall ensure that internal spaces and engineering systems shall meet the Availability Standards and Performance Standards including the PIU requirements for light levels, temperatures, ventilation and indoor air quality, acoustics, described in Annex 1 of this Service Level Specification, energy efficiency and functionality so that all spaces are available.
- 2.10.4. Project Co shall produce comprehensive maintenance solutions for specialist all weather pitches (where provided) within the Service Delivery Proposal as required pursuant to the Site Specific Brief.
- 2.10.5. As part of its obligations under paragraph [2.29] of this Service Level Specification , Project Co shall provide 'invest to save measures' to reduce utilities consumption,

materials use and associated waste production based on estimated capital and Lifecycle Replacement costs of the recommended works, with the allocation of costs and benefits between all parties.

## 2.11. Statutory Inspection and Testing

- 2.11.1. Project Co shall carry out Statutory Inspection and Testing as required by Law, Good Industry Practice and as expressly required by this Agreement.

## 2.12. Maintenance

- 2.12.1. Project Co shall be responsible for maintenance, service contracts, repairs, replacements & preventative regimes to the Facilities. Where there is an overlap in responsibility for certain systems and installations inspections, monitoring and adjustments between Project Co and the Authority the responsibilities of each party will be clearly set out by Project Co in the Interface Protocol and agreed with the Authority.
- 2.12.2. Project Co shall carry out Programmed Maintenance, Lifecycle Replacement and Unprogrammed Maintenance Work in accordance with Good Industry Practice, such that at the end of the Operational Term, the remaining life of each element is in line with its anticipated life from new, running from the date of actual replacement.
- 2.12.3. Project Co shall provide maintenance to, all elements of the Buildings and grounds structure, fabric, mechanical and electrical services, as well as fixtures, fittings signage and specialist installations and educational equipment including ICT Infrastructure, specifically:
- a. Building's external fabric, including roofing, walls/external envelope, window, door and ventilation opening mechanisms and seals, glass and glazing, services penetrations;
  - b. Building superstructure, including structural floors, walls;
  - c. lifts;
  - d. environmental systems, including mechanical services, electrical services, water and drainage systems, environmental controls, Building Management Systems;
  - e. ICT wired infrastructure (See paragraph 4 (*ICT Design Requirements*) and table 45 (*ICT Responsibility Matrix*) of the Authority's Construction Requirements);
  - f. communication systems, including Public Address audio systems, TV and telephones etc;
  - g. internal finishes and decoration including walls, ceilings, doors, glazed screens, flooring, ceilings;
  - h. finishes/decorations including Internal fixtures, acoustic absorption and signage;



- i. specialist installations (e.g., hoists, aerials, sprinklers, and lightning protection);
- j. safety and security and systems and equipment;
- k. Group 1 Equipment including catering equipment (to include annual deep clean of catering equipment);
- l. testing including periodic re-commissioning of systems and statutory testing;
- m. maintenance and upkeep of play equipment, e.g. swings, climbing frames, etc;
- n. artificial synthetic grass or rubberised surfaces;
- o. walls, fences, cycle storage and shelters retaining structures and similar;
- p. internal roads, car park surfaces and marking and paths;
- q. hard surfacing, paths, roadways, steps, ramps, general paving, kerbs;
- r. lifecycle maintenance of drainage features including gullies, grating, frames and covers;
- s. balustrades and all external furniture including seating; and
- t. sheltered provision;

2.12.4. Project Co shall carry out the Buildings service and grounds asset management service to ensure:

- a. that the Buildings and grounds are Available;
- b. the efficient delivery of the Curriculum in line with the [relevant] [Authority/School Entity's] objectives;
- c. the Buildings and grounds provide full operational functionality and meet the operational requirements of the Facility Users, staff and Students;
- d. all Buildings, services and controls equipment meet the PIU Targets;
- e. the Building Elements are kept in good repair;
- f. the Buildings and grounds do not deteriorate beyond that required to ensure Availability and compliance with the Service Quality Standards and that Programmed Maintenance, Lifecycle Replacement and Unprogrammed Maintenance Work are performed and Statutory Requirements are adhered to in order to achieve resource, energy and water efficiencies;

- g. avoidance of pollutants, both internally and externally, which are known to have a long term negative impact on occupants or the natural environment; and
  - h. the Facilities are maintained in a reasonable decorative standard throughout the Facility for the Operational Term.
- 2.12.5. Project Co shall ensure that maintenance is carried out by appropriately qualified and/or skilled staff and in accordance with any relevant codes of practice or statutory provisions.
- 2.12.6. Project Co shall respond to breakdowns and ad hoc repairs in order to ensure Availability, compliance with performance and Service Quality Standards, manufacturer's requirements and warranties, Law and Good Industry Practice.
- 2.12.7. Project Co shall ensure that Lifecycle Replacement is carried out at times and in a manner, which minimises the impact on the delivery of Educational Services and any extra curricula activities whilst still meeting Project Co's obligations in respect of Programmed Maintenance as set out in this Service Level Specification.
- 2.12.8. Project Co shall provide details of how it intends to manage the provision of and where necessary storage of spare parts for each Facility.

### 2.13. **Schedule of Programmed Maintenance**

- 2.13.1. Project Co shall prepare and agree an annual plan of maintenance activities with the Authority.
- 2.13.2. Project Co shall produce a 5 Year Maintenance Plan for each Facility. The plan will be a five-year rolling plan and shall include all Programmed Maintenance activities and acknowledge Unprogrammed Maintenance Work to the extent that it has affected future Programmed Maintenance. Project Co shall update the 5 Year Maintenance Plan on a regular basis as maintenance is undertaken, and as Lifecycle Replacement items are brought forward or delayed due to worse or better than expected performance. Project Co shall comply with the provisions of Clause 25 (*Biennial Review and Reporting*) of this Agreement;
- 2.13.3. Project Co shall prepare a Schedule of Programmed Maintenance in accordance with the provisions of Clause 23 (*Maintenance*) of this Agreement, to be agreed with the Authority.
- 2.13.4. Project Co shall submit any modifications to the Schedule of Programmed Maintenance to the Authority's Representative for approval, providing at least four weeks term time notice;
- 2.13.5. Project Co shall adopt a proactive approach to maintenance and inspections such that breakdowns and failures are minimised.
- 2.13.6. Project Co shall set out in the 5 Year Maintenance Plan and Schedule of Programmed Maintenance details of the maximum period between redecoration cycles for internal and external elements ensuring that the final redecoration occurs within the two (2)

years prior to the Expiry Date, which shall be implemented regardless of the condition of the decorations except with the express agreement of the Authority.

#### **2.14. Lifecycle Survey Requirements**

- 2.14.1. In accordance with the Agreement, Project Co shall survey the condition of the Building no less than sixty (60) Business Days prior to the Lifecycle Review Date to allow reporting on the following information:
  - a. Building condition;
  - b. hazards;
  - c. remaining elemental life of Building Elements; and
  - d. status of the Building Services.
- 2.14.2. All surveys should be conducted prior to the preparation of the 5 Year Maintenance Plan in order that the findings can inform the Schedule of Programmed Maintenance and the Lifecycle Report;
- 2.14.3. Project Co shall be responsible for carrying out a Lifecycle Review and producing the Lifecycle Report in accordance with Clause 24.8 (*Lifecycle Profile and Spend*) of this Agreement and for keeping records of Lifecycle Spend and for monitoring the actual Lifecycle Replacement and comparing this against the Lifecycle Profile and Lifecycle Schedule.
- 2.14.4. Project Co shall endeavour to carry out Programmed Maintenance outside of Term where performing such activities within the Term would have an adverse impact on the delivery of Educational Services.

#### **2.15. Replacement materials**

- 2.15.1. Project Co shall ensure that replacement materials used must be of the same quality as the specification for new Buildings with an equivalent life span, taking into account advancements in materials development and Good Industry Practice at the time of replacement.
- 2.15.2. Where Project Co can demonstrate that re-used or reconditioned parts or replacements have at least equivalent life expectancy and performance capability of a new replacement item, Project Co shall endeavour to use re-used or reconditioned parts or replacements.

#### **2.16. Handback Requirements**

- 2.16.1. At the end of the Project Term, Project Co shall hand back to the Authority, the Facilities in a state of good repair, in accordance with Schedule 18 (*Handback Procedure*) of this Agreement. Under Schedule 18 (*Handback Procedure*) of this Agreement, the Authority will arrange for an independent condition survey (Handback Survey) to be carried out prior to the Expiry Date, which will identify any rectification or maintenance work to be undertaken. The rectification or maintenance work shall be such that the Facility meets the Minimum Residual Life Expectancy Requirements as set out in the fourth column

of the table at Appendix D (*Minimum Life and Residual Life Expectancy*) of this Service Level Specification and the design life requirements set out in paragraph [1.4.5] of the Authority's Construction Requirements.

- 2.16.2. Without prejudice to Clause 47.2 (*Transfer to Authority of Assets, Contracts etc*) to 47.4 (*Transitional Arrangements*) and Schedule 18 (*Handback Procedure*) of this Agreement, Project Co shall ensure that prior to the Expiry Date or Termination Date the Authority is in receipt of all effective operation and maintenance manuals, 'As-built' drawings, Energy and Water Efficiency Plan supporting models, simulations and data, supplier and Project Co details, the Independent Tester reports, building performance evaluation reports and the Building test results.

## 2.17. Energy and Utilities Management Plan

- 2.17.1. Project Co shall develop an Energy and Utilities Management Plan<sup>6</sup>. It is a tool to measure and benchmark the energy and water efficiency of the as-built installations and to compare energy performance and consumption in use with the Final Baseline Energy Model. It shall form part of the Method Statements and may be updated from time to time in accordance with Schedule 8 (*Review Procedure*) of this Agreement.
- 2.17.2. The Energy and Water Efficiency Plan will form part of the Energy and Utilities Management Plan.
- 2.17.3. The Energy and Water Efficiency Plan may be updated from time to time in accordance with Schedule 8 (*Review Procedure*) of this Agreement and be developed and implemented from early design stage and be a tool to continuously monitor and benchmark the energy and water efficiency of the as-built installations.
- 2.17.4. The Energy and Water Efficiency Plan will include effective monitoring of energy and water to influence user behaviour and ensure efficient operation over time.
- 2.17.5. Project Co shall ensure that the Energy and Utilities Management Plan includes energy and water end use analyses and shall measure and report performance on a quarterly basis. Reports should include energy and water consumption data based on meter readings split by readily identifiable zones to the full range of sub-metered areas, including major uses and lettable areas, e.g. catering.
- 2.17.6. Project Co shall ensure the efficient, effective, safe and timely supply of energy and utilities (electricity, gas and water, etc.) in order to ensure continued operation of the Facility.
- 2.17.7. Project Co shall prepare options within the Services Delivery Proposals for the management of this risk. These options shall prioritise the maintenance of utility supplies to kitchen and dining areas, toilets, ICT servers and essential hygiene facilities.
- 2.17.8. Project Co shall ensure constant supplies of:

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<sup>6</sup> The Energy and Utilities Management Plan will initially form part of the Environmental Strategy Report and typically Authority's will require (as part of their New Project Request under the SPA) that this is submitted as part of WEP Co's Stage 1 proposal.

- a. water;
- b. gas to boilers, hot water generators, outlets and equipment; and
- c. mains electricity to all power outlet sockets and equipment,

are provided to the Facilities (subject to Clause 31.1.3 and 31.1.4 (*Relief Event*) of the Agreement)

- 2.17.9. Project Co shall make arrangements for the removal of all mains, storm and foul water from the premises, including the emptying of interceptors. The arrangements may vary for each Facility and Project Co should establish how the cost will be calculated for each Facility.
- 2.17.10. Project Co shall maintain sanitary appliances, plumbing, fittings and associated drainage systems.
- 2.17.11. Project Co shall maintain electric distribution systems within the Site and Buildings.
- 2.17.12. In line with the Lifecycle Schedule within the Schedule of Programmed Maintenance Project Co shall ensure that all utilities services consuming plant is maintained to operate at optimum efficiency and every effort is made to ensure that all fuels, gas, electricity and water are used economically, in accordance with any operational policies issued by the Authority [or the [relevant] School Entity].
- 2.17.13. Project Co shall ensure that combustion equipment complies with Law with regard to emission of the products of combustion including particulates, NOx and other pollutants.
- 2.17.14. Project Co shall:
  - a. maintain the meters to enable effective metering of energy and water consumption throughout the Facility;
  - b. carry out analyses of separate energy end uses;
  - c. monitor energy meters and energy end uses, compare them with the Final Baseline Energy Model and In Use Energy Model and provide exception reporting on them to the Authority on a monthly and annual basis;
  - d. provide effective management of energy and water consumption (including giving support to the [relevant] [Authority/School Entity] in respect of the energy end uses the [relevant] [Authority/School Entity] is responsible for), and payment of utility bills and all statutory charges;
  - e. provide advice to the [relevant] [Authority/School Entity] on ways to reduce utility charges including standing charges; and
  - f. provide and maintain emergency/back up supplies and surge protection where required to ensure services continuity including uninterruptible power supplies (UPS) for alarms. The UPS for ICT servers shall be provided by the Authority as part of the server equipment.

2.17.15. Project Co shall undertake an air tightness test on the Building two years following the Payment Commencement Date in respect of the relevant Facility and every five (5) years thereafter (or at the specific request of the Authority) to assess any degradation of the air tightness of the Building due to uncontrolled infiltration and control the air entering and leaving the Building, which will affect energy consumption. Should the test show a reduction in excess of the acceptable level of reduction detailed in the table below compared with the original test undertaken as part of Project Co's [Pre-Completion] Commissioning Project Co shall undertake remedial works to restore the air tightness of the Building back to achieve the same level as shown to be achieved in the tests undertaken as part of Project Co's Pre-Completion Commissioning.

**Acceptable level of reduction**

Test no.	Time (years)	Acceptable reduction in performance as compared to original test
1	0	N/A
2	2	+5%
3	7	+5%
4	12	+10%
5	17	+10%
6	22	+10%

**2.18. Energy and water efficiency**

2.18.1. Project Co shall work with the Authority to reduce the energy and water consumption and carbon emissions of the Facilities.

2.18.2. The Energy and Water Efficiency Plan will include key design parameters by which the water consumption target will be achieved, e.g. by reducing the risk of uncontrolled water use, minimising the risk of leakage and by minimising the energy associated with the generation, storage and supply of hot water.

2.18.3. Project Co shall ensure that the design allows for the predicted water use (in the Building and grounds) to be less than 2.8m<sup>3</sup>/person per annum total use for a Facility without a pool. A cost-effective project specific target for water consumption shall be developed by Project Co which should be compared with national benchmarks<sup>7</sup>.

<sup>7</sup> 2.8 m<sup>3</sup>/person/annum(2800L) is regarded as 'Good Practice' for Schools (without pools) based on the Watermark Project

- 2.18.4. Water meters shall be provided to measure the annual water consumption and, if applicable, the amount of rainwater harvested.
- 2.18.5. Project Co shall compare annual water consumption with the project specific target referenced at 2.18.3 in the Annual Service Report for discussion at the Annual Service Review. To the extent that the target is being exceeded, Project Co shall investigate the reasons for the increased consumption exceeding the project specific target and put in place measures to achieve the project specific target unless otherwise agreed with the Authority.
- 2.18.6. Project Co shall ensure that any on-site energy generation, water recycling and harvesting included in the solution is appropriate and proportionate to the needs of the Facility. Any on-site energy generation shall ensure energy efficiency and low carbon output.
- 2.18.7. Project Co shall ensure that the overall hot water service operating efficiency (defined as energy contained in the hot water exiting from the tap or shower head, related to the supply side energy used for hot water generation) shall not be less than 65% on an annual basis for the Annual Service Report. Annual calculations shall be provided to the Authority comparing energy in hot water used compared to fuel input for hot water adjusted for efficiency.
- 2.18.8. Project Co shall ensure that standing losses for electrically heated hot water services for hand washing must not exceed 10W/basin and that heating of hot water by trace heating of pipework must not be used for legionella prevention.

**2.19. Energy and utilities management**

- 2.19.1. Project Co and the Authority will annually review the Energy and Utilities Management Plan and identify the need for revisions to reflect performance, changes in occupancy and use patterns and the availability of new technologies and upgrades to improve component and system efficiency.
- 2.19.2. The Energy and Utilities Management Plan shall include the:
  - a. design stage energy and water end use analyses;
  - b. A Measurement and Verification Plan<sup>8</sup> which includes details of all sub-meters, a meter and loads schematic diagram, commissioning, data collection, storage and transmission of data and the mechanisms for dealing with any loss of data, e.g., assumptions or interpolations made in the case of missing or incomplete data. The plan and its contents shall comply with the requirement in the IPMVP;
  - c. Initial Baseline Energy Model - this energy model will accurately reflect the proposed design and will include system simulation. This must include detailed representations of each system in the building; including for but not limited to individual fans, pumps, system circuits, boilers, chillers, air handling units (AHU's), heat pumps, etc. the control systems, strategies including outside air optimisation, dead bands and proportional bands. Project Co must demonstrate the level of detail that the controls

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<sup>8</sup> See Chapter 3.2 of IPMVP Volume III

have been incorporated within the model and that simple standardised controls templates have not been solely used. The treatment of thermal bridging must be either designed out or a separate calculation showing what impact this is having on the overall U-Values. An arbitrary percentage allowance within the software used to create the model will not be accepted; and

- d. actions to be taken in design, specification, construction, commissioning and occupancy to reduce water and energy consumption and carbon emissions and ensure effective implementation, with clearly identified responsibilities of relevant parties.

2.19.3. At [the Commencement Date] the Energy and Water Efficiency Plan will be updated to include the:

- a. Final Baseline Energy Model to at least the same level of detail as the Initial Baseline Energy Model updated to represent the developed and finalised design;
- b. upload energy data to the Automated Energy Data Collection Portal;
- c. as built record drawings showing all meters and connected loads and details of means of data storage and transmission to the Automated Energy Data Collection Portal;
- d. predicted operational water use and energy use and associated carbon emissions for the school site in a format similar to a DEC rating (including regulated and unregulated emissions);and
- e. actions to be taken to reduce water and energy consumption and carbon emissions and ensure effective implementation, with clearly identified responsibilities of relevant parties.

2.19.4. Project Co shall maintain the Building logbooks as required by AD L of the Building Regulations and its associated guidance 'Non-Domestic Building Services Compliance Guide'. Project Co shall supply Display Energy Certificates as required by the Energy Performance of Buildings Directive for regulated and unregulated emissions. It is acknowledged that this can only be done after a year's worth of meter readings. Project Co shall also provide energy reports as required by the Energy Performance of Buildings Directive and then discuss with the Authority means to implement the recommendations including as part of 'invest to save' measures.

2.19.5. Project Co shall produce and continue to develop integrated continuous benchmarking, measurement and verification, and reporting protocols based on best practice tools, methodologies and reporting procedures. The Energy and Water Efficiency Plan shall document changes to these protocols through the life of this Agreement.

## 2.20. Energy and Utilities Modelling

### Summary of approach to energy modelling

2.20.1. At the end of each year the target energy consumption figures for the Building Load during Core Energy Hours predicted by the Final Baseline Energy Model initially and the In Use Energy Model once it has been agreed with the Authority, will be compared

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against the actual energy figures for these end uses (once allowable adjustments have been made) and Section 7 (*Utilities Management*) of the Payment Mechanism will be applied.

**2.21. The Final Baseline Energy Model**

- 2.21.1. Project Co has developed the Initial Baseline Energy Model throughout the development of the design to produce the Final Baseline Energy Model that includes all the design information for the Authority [and School Entity] including actual profiles, predicted equipment performance and management factors for [the]/ [each] Facility. Project Co has provided the Final Baseline Energy Model to the Authority (as part of the Project Co’s Proposals) on the [Commencement Date]. Project Co's supporting design simulation assumptions and results shall be included in the Energy and Water Efficiency Plan.
- 2.21.2. The Final Baseline Energy Model includes an energy analysis of all of the equipment to be installed, based on predictions and equipment surveys. Before the Actual Completion Date, Project Co will use the Final Baseline Energy Model to confirm that the design meets the energy cap and the design energy targets subject to allowable adjustments to the Initial Baseline Energy Model and to predict the total energy consumption and carbon emissions of the Facility in the format of a DEC rating. This predicted DEC shall be exported to the Automated Energy Data Collection Portal.
- 2.21.3. Project Co shall aim for this rating to be equivalent or better than a DEC Rating of C. Where this is not possible Project Co should identify means to achieve the equivalent of a C rating in future by implementation of efficiency measures, for example by procuring replacement equipment (where it is the Project Co’s responsibility to supply) or recommending replacement items to the [Authority]/ [School Entity] to replace inefficient Legacy Equipment.

**2.22. Operational Hours**

- 2.22.1. The operational hours are based on a National Calculation Methodology (NCM) typical school year and the hours detailed in Appendix 1 of Schedule 18 (*Payment Mechanism*) and provide the details of HVAC operational hours throughout the year. Outwith Core Sessions and Additional Periods when the Facility is closed, systems will be set to the setback temperatures.

TABLE 1 WORKING WEEK

Timetable	Detail
Opening timetable	07:00 – 17:00
Dining timetable	12:00 – 14:00
Working week*	Monday – Friday
Additional Periods per Academic Year (in blocks of 5 hours)	60 (300 hours)

TABLE 2 SCHOOL/ COLLEGE CALENDAR

From (inclusive)	To (inclusive)	Status
January 01	January 08	Closed
January 09	February 12	Open
February 13	February 19	Closed
February 20	March 19	Open

March 20	April 02	Closed
April 03	May 28	Open
May 29	June 04	Closed
June 05	July 23	Open
July 24	September 03	Closed
September 04	October 22	Open
October 23	October 29	Closed
October 30	December 21	Open
December 22	December 31	Closed

### 2.23. The In-Use Energy Model and Energy Reporting

- 2.23.1. Project Co shall produce the In-Use Energy Model from the Final Baseline Energy Model in accordance with this Service Level Specification and the Authority's Construction Requirements.
- 2.23.2. Project Co shall provide the Measurement and Verification Plan which has been used to calibrate the Final Baseline Energy Model. This will include the metering strategy, the completed Automated Energy Data Collection Portal facilities and services spreadsheet, and the as built drawings showing all meters and connected loads.
- 2.23.3. Pre-Handover checks: Project Co shall endeavour to ensure that the energy targets will be met from the first day of operation. A list of energy related items is to be prepared for the Independent Tester to check<sup>9</sup>. There should also be an energy focussed section on the Snagging List. The Independent Tester, [in conjunction with the Commissioning Manager], should in particular be checking that the BMS and EMS are correctly set up and calibrated properly, that the core hours and term dates have been inserted properly, and that all energy metering systems are in place and functioning correctly.
- 2.23.4. For the first twelve (12) month period after the Actual Completion Date [in respect of the relevant Facility], Project Co will monitor energy consumption. After six (6) months Project Co will compare the actual energy consumption of the Building with the predicted energy consumption by the Final Baseline Energy Model on a system by system basis. . Project Co will use obtained weather data from the BMS as part of this appraisal and make allowable corrections if found to be required. If there is a significant discrepancy<sup>10</sup>, Project Co will determine the cause of the differences. At the end of the initial twelve (12) months, Project Co will again compare the actual energy consumption with that predicted by the Final Baseline Energy Model to demonstrate that the energy targets are being achieved.
- 2.23.5. In subsequent years, Project Co shall refine the In Use Energy Model to achieve greater accuracy and better energy management and to reflect benchmarks and agreed energy reductions for example through invest to save measures for energy efficiency improvements.

<sup>9</sup> I and Schedules 10 and 13 of the Project Agreement should be updated accordingly.

<sup>10</sup>ie greater than 10%

- 2.23.6. Allowable adjustments that can be made to the In-Use Baseline Model, include: changes to Buildings, plant and equipment, weather, and hours of use. For example: excess lighting energy consumption due to operation of blinds, e.g. due to poor visibility of Legacy data projectors; requests from the School Entity/ Authority to increase temperature set points above the normal maintained air temperatures detailed in the Authority's Construction Requirements; and changes to equipment loads and length of the Core Day.
- 2.23.7. The predicted end use consumptions are compared with actual metered consumption figures and benchmarks or other school/ College end use benchmarks where possible to identify areas where energy is being wasted and to apportion payments in a fair and transparent way.
- 2.23.8. In order to claim weather adjustments, Project Co's baseline projections for heating energy consumption must accurately reflect actual consumptions with a reasonable statistical confidence. Project Co shall use IPMVP Volume I, Appendix B which summarizes basic uncertainty quantification techniques to guide decisions about the level of rigour suitable for each M&V process. Project Co shall also follow ASHRAE Guideline 14 on monitoring.<sup>11</sup>
- 2.23.9. The metering, monitoring and reporting of the data must be independent of the [Authority's]/ [School Entity's] IT system.
- 2.23.10. Project Co will provide a screen in a readily accessible location within the Facility which will continuously display the energy data from the EMS.

**2.24. Energy Payment Mechanism – Consumption Risk**

- 2.24.1. Project Co shall take the volume risk on the actual consumption of the Building Load during Core Energy Hours  $A_{\text{buildingCEH}}$  to the extent that it is greater than Project Co's predicted target energy consumption for the target Building Load during Core Energy Hours  $T_{\text{buildingCEH}}$ . Project Co's predicted consumption  $T_{\text{buildingCEH}}$  shall initially be based on the Final Baseline Energy Model and on the In Use Energy Model once it has been agreed with the Authority, after allowable adjustments have been made, e.g., for weather or changes to Core Energy Hours.

**2.25. Obligation to produce and agree the In Use Energy Model**

- 2.25.1. As soon as practicably possible following the Payment Commencement Date, but in any event by the end of the second (2<sup>nd</sup>) year following the Payment Commencement Date, Project Co shall use recorded data including actual metered energy consumption data to calibrate the In Use Energy Model used to predict the target Building Load during Core Energy Hours ( $T_{\text{buildingCEH}}$ ), which takes into account allowable adjustments. Calibration and allowable adjustments shall be in accordance with best practice for measuring and reporting on energy and water consumption based on actual weather patterns, and the hours that the Facility is open. Adjustments to the In Use Model that affect the target Building Load during Core Energy Hours ( $T_{\text{buildingCEH}}$ ) must be agreed with the Authority as they will form the basis of energy payments throughout the Contract Period.

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<sup>11</sup> The IPMVP and ASHRAE 14 are complementary documents that provide guidance and instruction to those interested in quantifying the results from energy savings projects. .

- 2.25.2. Project Co's Initial Energy Model prediction of the Target Building Load during Core Energy Hours  $T_{\text{building CEH}}$  must be less than of **38 KWhe** for both Primary and Secondary Schools and **70 KWhe** for Colleges without pools as in [3.5] of Section 7 (*Utilities Management*) of Schedule 14 (*Payment Mechanism*) of this Agreement.
- 2.25.3. Where kWhe is the equivalent electrical kWh calculated by multiplying the different fuel kWh consumptions for different energy sources by the following standard energy weighting factors:

**Standard Energy Weighting Factors**

Category	Description	Energy Weighting Factor
Electricity	includes mains electricity, electricity from combined heat and power and renewable energy	1.0
All Fuels	includes, gas, oil, and biofuels	0.4
Thermal Energy	includes geothermal, district heat and heat from combined heat and power and solar thermal	0.5

- 2.25.4. At a Facility in which the Core Sessions commence at 07:00 the Core Energy Hours are
- a. all School/ College Day Mornings and all School/ College Day Afternoons on School/ College Days only; and
  - b. the hours of 12:00 a.m. midnight to 07:00 a.m. every day of the year.
- 2.25.5. Throughout the Operational Term Energy Services will be purchased by the Authority [(or the [relevant] School Entity)]
- 2.25.6. As required by of Section 7 (*Utilities Management*) of Schedule 14 (*Payment Mechanism*) of this Agreement, each year, following the Initial Period [on and from the date falling 4 years after the Actual Completion Date], Project Co will propose the Annual Shared Risk Core Energy Service Consumption Target for the forthcoming year, which shall be the lower of
- a. the average consumption for the previous three years and
  - b. the energy target proposed by WEPCo for the [relevant] Facility
- 2.25.7. Actual consumption for the year will be recorded and compared with the Annual Energy Target at the end of the year.
- 2.25.8. To the extent that actual consumption  $A_{\text{buildingCEH}}$  exceeds the target Building Load  $T_{\text{buildingCEH}}$ , the cost of any consumption up to 120% shall be shared between the Authority and Project Co. The cost of any consumption above 120% of the target shall be met entirely by Project Co in accordance with Schedule 14 (*Payment Mechanism*).
- 2.25.9. To the extent that actual consumption  $A_{\text{buildingCEH}}$  exceeds the Energy Cap  $C_{\text{buildingCEH}}$ , Project Co shall be liable for an amount equal to 100% of the additional utilities used.
- 2.25.10. To the extent that actual consumption  $A_{\text{buildingCEH}}$  falls below the Energy Cap  $C_{\text{buildingCEH}}$  and also below 120% of the target Building Load  $T_{\text{buildingCEH}}$  the cost of the consumption is to be shared between the Authority and Project Co equally.

- 2.25.11. To the extent that actual consumption  $A_{\text{buildingCEH}}$  is lower than the target Building Load  $T_{\text{buildingCEH}}$ , the Authority shall be liable for an amount equal to 50% of the utilities saved.
- 2.25.12. At the Annual Review Meeting the Authority and Project Co shall agree that the In Use Energy Model end use systems targets are achievable and realistic for the [relevant] Facility's operation. During the meeting, Project Co shall document, so that the Authority can understand, the discrepancies, if any, between the Final Baseline Energy Model, the In Use Energy Model, Automated Energy Data Collection Portal benchmarks and the actual energy consumption figures of the Facility so that the energy consumption may be improved the following year as incorporated into the Energy and Utilities Management Plan. Project Co shall report annually to the Authority on the total fuel consumption figures. At the Annual Review Meeting Project Co shall report on the actual energy consumption figures as compared with the target predicted consumption figures in accordance with Section 7 (*Utilities Management*) of the Payment Mechanism.
- 2.25.13. Where Project Co and the Authority cannot agree Project Co's proposed adjustments to produce the target Building Load during Core Energy Hours,  $T_{\text{building,CEH}}$  that determines the energy payments, the Authority will employ a suitably qualified independent third party energy assessor, to be agreed with Project Co, to review the Project Co's proposals, the Automated Energy Data Collection Portal benchmarks and the energy and weather data to determine payments. The International Performance and Measurement Protocol ("**IPMVP**") and ASHRAE Guideline 14<sup>12</sup> will be used to opine on any disputes about adjustments to energy payments. Project Co shall subject to Clause 57 (*Dispute Resolution Procedure*) of this Agreement be bound by the findings of such independent third party.
- 2.25.14. Project Co shall not obstruct the Authority and/or such independent third party energy assessor to inspect any part of the Buildings and on written request shall promptly provide access to all the Project Co's records, receipts, invoices, reports, drawings, technical specifications and performance logs relating to the target Building Load  $T_{\text{building,CEH}}$  and energy consumption figures, so as to enable the Authority and/or such independent third party energy assessor to obtain an accurate assessment of any of the figures quoted. Project Co shall provide all reasonable co-operation and assistance to the Authority and any independent third party energy assessor and shall allow them access to such documents and information and shall in a bona fide manner respond promptly to all reasonable requests for further documents and information made by the Authority and/or any independent third party energy assessor in respect of the target Building Load  $T_{\text{buildingCEH}}$ , energy consumption figures, Project Co's Proposals and the projected energy payments.
- 2.25.15. The **Building Load** on which Project Co and the Authority shall share the volume risk during Core Energy Hours comprises:
- a. **space heating and cooling-** The temperatures to be used for predicting the initial baseline heating consumption are the normal maintained air temperatures given in Table 27 of Section 3 (*Authority's Construction Requirements*) of Schedule 6 (*Construction Matters*) of this Agreement.

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<sup>12</sup> See the International Performance and Measurement Protocol (IPMVP) published by the Efficiency Valuation Organization and freely available from [www.evo-world.org](http://www.evo-world.org). Volume I, 2012 Edition describes the methodology and Volume III Part I gives examples of some current applications of IPMVP to new build construction projects.

The minimum room temperature in any serviced area shall be 12°C at which temperature the heating system will be automatically switched on for a minimum of thirty (30) minutes for fabric protection. Adjustments can be made where the Authority [ or School Entity] chooses to run parts of the building at higher temperatures. This energy end use shall be separately metered;

- b. **internal lighting and emergency lighting excluding external lighting -** This energy end use shall be separately metered. Hours of use are those in the input parameter data set for the type of Facility but can be adjusted for actual hours of use where the Authority [ or School Entity] chooses to use the lighting out of hours, for example, they may leave all the corridor lights on all night for security purposes;
- c. **[swimming pool heating -** including pump and water treatment, and pool related ventilation and air conditioning loads]; and
- d. **Building related services:** including protection systems, fire alarms, sprinkler systems and intruder alarms – lifts - ventilation plant including that serving changing rooms, toilets and Kitchen, boiler plant and pumps and other plant and any air conditioning loads, i.e. to server room or teaching areas. – Project Co shall meter the total electrical load/s for these energy end uses.

2.25.16. The **End User Loads**, on **which** are not counted as part of the Building Load for the purposes of the Payment Mechanism are:

- a. **external sports and flood lighting** – This energy end use shall be separately metered;
- b. **external security and amenity lighting** – This energy end use shall be separately metered;
- c. **hot water** consumption – The domestic hot water loads shall be metered;
- d. **catering gas, electricity and water** consumptions – These end uses shall be separately metered;
- e. **server and hub room loads** including all ICT equipment but excluding internal lighting and heating, ventilation and any air conditioning equipment required to achieve the conditions specified in Table 27 at Section 3 (*Authority's Construction Requirements*) of Schedule 6 (*Construction Matters*) of this Agreement. Electrical loads to server rooms shall be separately metered; and
- f. **miscellaneous power loads** - including local extract ventilation such as dust and fume extract (including fume cupboards), ICT equipment outside server rooms and power and equipment loads such as hand driers, kilns, and theatre lighting including small power, Legacy Equipment and Equipment provided by Project Co.

2.25.17. The Authority is permitted to bring additional power consuming equipment into the Facility. The changes must be notified to Project Co who may need to adjust the In Use Energy Model end uses accordingly.

2.25.18. Project Co and the Authority shall work together to achieve:

- a. an Initial Baseline Energy Model design target in electricity equivalent kilowatt hours, KWhe for  $T_{\text{buildingCEH}} + \text{Hot Water consumption} + \text{Small Power Consumption during Core Energy Hours}$  of less than the following figures depending on the type of Facility;

- b. Secondary School with no pool 66 KWhe;
- c. Primary School with no pool 52 KWhe; and
- d. Colleges with no pool 108kWe; and
- e. a carbon rating for the [relevant] Facility's total energy consumption equivalent to a DEC rating of C.

2.25.19. Project Co and the Authority shall also work together to limit all energy end uses to best practice benchmarks. These benchmarks for large (>10,000m<sup>2</sup>) Secondary Schools and are currently:

- a. lighting 12 kWh/m<sup>2</sup>/annum;
- b. external Lighting 2 -12 kWh/m<sup>2</sup>/annum;
- c. heating 34.5 kWh/m<sup>2</sup>/annum;
- d. hot water 9 kWh/m<sup>2</sup>/annum;
- e. fans and pumps (depends massively on extent of HVAC, figures normalised across school/ College total floor area, however range is) 6-15 kWh/m<sup>2</sup>;
- f. server rooms 8 kWh/m<sup>2</sup>;
- g. lifts 1 kWh/m<sup>2</sup>;
- h. IT circa 8-10 kWh/m<sup>2</sup> (although depends on pupil to PC/laptop ratio and charging method)
- i. miscellaneous and small power 5-10 kWh/m<sup>2</sup>;
- j. catering 7-14kWh/m<sup>2</sup>; and
- k. current similar industry benchmarks for the various energy end uses should be used, where available.

2.25.20. Project Co and the Authority shall also work together to limit all energy end uses to best practice benchmarks. These benchmarks for large (>10,000m<sup>2</sup>) Colleges and are currently:

- a. lighting 15- 30 kWh/m<sup>2</sup>/annum;
- b. external Lighting 2 -12 kWh/m<sup>2</sup>/annum;
- c. heating 45 kWh/m<sup>2</sup>/annum;
- d. hot water 13 kWh/m<sup>2</sup>/annum;
- e. fans and pumps (depends massively on extent of HVAC, figures normalised across school/ College total floor area, however range is) 6-16 kWh/m<sup>2</sup>;
- f. server rooms 8 kWh/m<sup>2</sup>;
- g. lifts 3 kWh/m<sup>2</sup>;
- h. IT circa 8-10 kWh/m<sup>2</sup> (although depends on pupil to PC/laptop ratio and charging method)
- i. miscellaneous and small power 15-30 kWh/m<sup>2</sup>;
- j. catering 7-14kWh/m<sup>2</sup>; and
- k. current similar industry benchmarks for the various energy end uses should be used, where available.

## 2.26. Project Co predicted loads

2.26.1. Project Co shall predict] the annual energy and utilities consumptions of the following Service Infrastructure and report on them annually in accordance with the Energy and Water Efficiency Plan. Project Co shall report on the:

- a. Building Load end uses identified in this Service Level Specification and the ACRs;
  - b. end user load end uses identified in this Service Level Specification and the ACRs;
  - c. total hot and cold-water consumption; and
  - d. catering hot and cold-water consumption.
- 2.26.2. The energy and water consumption of legacy Facilities and Buildings or parts of Buildings which may be let out to the community on a commercial basis, may be used out of the Core Days for community use such as sports or leisure facilities and shall be separately accounted for in energy and water prediction calculations and may be separately zoned and metered.

## 2.27. Energy and Utilities Monitoring and Reporting

- 2.27.1. Metering and sub meters shall be provided as described below and in the ACRs.
- 2.27.2. Project Co shall ensure that Building Services systems are effectively zoned and sub-metered to reflect the operational use of the different areas of the Facility development to ensure effective control and in order to minimise energy consumption.
- 2.27.3. Project Co will provide an Energy (and Environmental) Monitoring System EMS which will automatically collect, store energy data, room temperature, CO<sub>2</sub> data as well as data from the site weather station. This is to be capable of transmitting the data offsite independently of the [Authority's]/ [School Entity's] IT system.
- 2.27.4. Project Co shall use the Automated Energy Data Collection Portal, to monitor and report on Facility's energy, water, CO<sub>2</sub> and temperature, via the Building's EMS. Project Co shall train the Facility's Premises Team how to use the EMS and the Automated Energy Data Collection Portal monitoring system as part of the building performance evaluation and Soft Landings phases, taking account of any requirements in this Service Level Specification and the Authority's Construction Requirements about the way in which the training is delivered.
- 2.27.5. The Automated Energy Data Collection Portal must comprise an automated cloud based data collection and management system, either as part of or separate from the BMS/EMS, but intrinsically linked to it for information and data collection purposes. It must be able to gather the following information from the BMS/EMS:
- a. all meter and sub-meter readings (1/2 hourly collection)
  - b. all external and internal space (room) temperature sensor logs (1/2 hourly collection)
  - c. all internal space (room) CO<sub>2</sub> sensor logs (1/2 hourly collection)
  - d. all corresponding building/service/zone timeclock start and end periods
  - e. LTHW system all flow and return temperature sensor logs (1/2 hourly collections)
  - f. DHWS system all temperature sensor logs (1/2 hourly collections)
  - g. any other sensor logs relevant to energy use (1/2 hourly collections)

All data collection should be in an industry standard .xls file format. It must be able to provide automated reports (at least monthly) with easy to understand graphical reporting and KPI's to enable the layperson end user to easy review, understand, and digest appropriate building energy performance data for the entire Facility;



- 2.27.6. Following the commencement of the Operational Term [Payment Commencement Date/Payment Commencement Date 1], the Project Co shall monitor the energy use against the installed meters and will provide the Authority via the Automated Energy Data Collection Portal with on line data and benchmark information on at least a monthly basis and a daily basis when required by the Authority, by means of data exchange with the Automated Energy Data Collection Portal.
- 2.27.7. The Automated Energy Data Collection Portal reports should be used to provide the feedback interface for the Facility Users by means of the monthly reporting templates. Providing these monthly reports to the Authority will enable them to provide appropriate control over those energy consumers which they influence, helping the overall energy targets to be achieved. Alternatively, with the Authority's prior written approval, Project Co can choose to use other energy management reporting software to produce similar feedback reports for the Authority [and the School Entity].
- 2.27.8. Project Co shall also commence reporting to the Authority on energy use from the Actual Completion Date using the Monthly Energy Report and Energy Report required under Schedule 14 (*Payment Mechanism*) of this Agreement. The Monthly Energy Report will be set out to report progress monthly against a designated end of year month. This enables progress against contractual targets to be assessed as part of Building Performance Evaluation, and early corrective action to be taken if needed.
- 2.27.9. To enable the Authority to participate in benchmarking the data from each Facility shall be submitted to the Automated Energy Data Collection Portal by Project Co in a compatible format. Project Co shall also fully describe each Facility with the data requested by the Automated Energy Data Collection Portal.
- 2.27.10. The operational data required for the meters and sensors described in the asset spreadsheet shall be automatically exported via the Building's EMS system to the Automated Energy Data Collection Portal, to enable inclusion on the automated reports which will be sent to Project Co and the Authority (and School Entity if required). Accessing this data must be independent of the Building's own ICT system. Manual transmission of the data will not be acceptable.
- 2.27.11. The minimum level of sensor data required is space temperature, carbon dioxide and lux light level sensor data for each heating zone (in an occupied space, not circulation), and data from an outside weather station. This allows energy performance and building systems performance to be evaluated. Project Co may choose to include additional sensor data, e.g. room temperature and CO<sub>2</sub> sensor data for each room, in order that further insights into the effectiveness of the Building Services HVAC systems can be provided to the Authority and Project Co. The Automated Energy Data Collection Portal shall be capable of assessing energy use per space by these appropriate sensors being in place.
- 2.27.12. Correlating the internal conditions with energy consumption enables the identification of avoidable energy use, building performance issues and sensors or meters that are likely to be out of calibration. This is a powerful means of remote system diagnosis. Project Co can use this data to aid seasonal commissioning adjustments during the twelve (12) month period following [the relevant] Actual Completion Date and thereafter as needed.

- 2.27.13. Project Co shall provide monthly exception reporting to identify and isolate incidences of avoidable utilities consumption regardless of who is responsible for the cost of utilities. Project Co shall identify instances where consumption exceeds the predicted end use or established benchmarks, e.g., by more than 15% and additional utilities payments are likely to be incurred. Examples would be if Project Co noticed that: all lights in corridors are left on all night; loads are left on during holiday periods, or there is high consumption overnight or during holiday periods.
- 2.27.14. The actual against anticipated use and previous years' data when available will be reported quarterly by Project Co.
- 2.27.15. At the end of each Contract Year the actual energy end use consumption figures shall be compared with the predictions from the In Use Energy Model and the Automated Energy Data Collection Portal benchmarks for other Facilities.
- 2.27.16. Project Co shall provide the Authority and their agents with full access with unrestricted use of and rights to energy, heating, hot water, lighting and water consumption metering data. At least the last three years' historic data shall be available in a suitable on-line format designed to be understood by Students and school/ College staff. Project Co shall agree with the Authority the level and type of real time data, including weather data, to be provided for Curriculum use.
- 2.27.17. Energy and utility use data shall be acquired and stored on the local EMS every thirty (30) minutes. All meters and sub-meters will report at the same time every 30mins, typically on the hour and on the half hour. For collected data to be useful when collated and compared it must be taken at the same time as well as for the same interval. The data shall be uploaded at least every month and preferably every day, to the Automated Energy Data Collection Portal for energy management purposes.
- 2.27.18. Project Co shall ensure that Facilities are metered separately for all utilities in line with Approved Document L (AD L) in support of the Building Regulations and CIBSE TM39. Automatic Meter Readings (AMR) must be provided on all incoming service installations and sub-metering to report energy end use consumptions.
- 2.27.19. Project Co shall ensure that the energy use data has separate data streams (usually meters) for all the meters identified above and for each of the following HVAC components that are installed:
- a. fixed building services meters:
- heating plant energy use (electrical and fossil fuel separated);
  - hot water pumps;
  - domestic hot water pumps and temperature maintenance tapes;
  - any separate heat rejection fans;
  - individual Air Handling Units (if applicable);
  - cooling systems: e.g., packaged a/c systems and split systems (if applicable);
  - heat pumps; (if applicable);
  - lighting distribution boards;

- Water meters to heating system break tank pressurisation units
- main electrical incomer
- HVAC/Motor control panel/BMS control panels
- any LZC or Renewables
- Sprinkler pump and ancillaries power supplies
- Lift power supplies
- Vehicle charging point power supplies
- any life safety systems

b. additional meters:

- domestic Hot water supplies cold feed;
- general cold water consumption;
- Electrical Distribution Boards. (internal lighting, internal small power, external lighting, external small power, HVAC DB's, etc, all separately sub-metered).

c. specialist meters:

- catering facilities (gas, domestic hot water, and electricity);
- server room equipment, including UPS;
- multi-surface sports facilities and external sports lighting; and
- swimming pools (process and lighting loads)

2.27.20. Theoretical corrections to end use consumptions where individual metering of that end use is required will not be permitted.

2.27.21. The data is usually provided by meters but many HVAC components, e.g., pumps are now fitted with in-built sensors and meters which can be connected to the internet and data collected from them directly. Use of in-built meters will be acceptable to the Authority where they meet the requirements detailed in the Authority's Construction Requirements for meters. Duplicate metering and data collection systems should be avoided where the components can already provide the required data.

2.27.22. Project Co shall monitor the individual energy end uses. Project Co shall produce a metering schematic and upload the data to the Automated Energy Data Collection Portal. This will be fully completed by the commencement of the Operational Term. End use data and meter readings will subsequently be uploaded to the Automated Energy Data Collection Portal continuous monitoring and benchmarking website. Project Co shall provide commissioning records for the metering and monitoring system including test data uploads and reports from the Automated Energy Data Collection Portal database. Project Co shall provide as built meter schematic record drawings showing all the meters and the loads connected to each meter. Project Co shall monitor the individual energy end uses.

2.27.23. Project Co may meter any item of equipment where they would like to determine the actual energy or water use.

- 2.27.24. Project Co shall ensure that data from the AMR system and headline output data from the Building Controls and Energy Management Systems, for example room temperatures and heating and hot water flow/return temperatures, is uploaded to the Automated Energy Data Collection Portal and available to the Authority (and School Entity) via the web for use in energy management and monitoring energy performance and consumption.
- 2.27.25. The Authority will have responsibility for day to day energy management at the Facility and Project Co will have overall responsibility for energy monitoring at the Facility and shall report findings to the Authority. Project Co and the Authority shall work together to overcome any inefficiencies in system operation identified by the Project Co or the Authority.
- 2.27.26. The Authority may appoint a person with overall responsibility for energy management at the Facility. This person shall report his findings to the Authority and Project Co. Project Co and the Authority shall work together to overcome any inefficiencies in system operation identified by the relevant person responsible for energy management.
- 2.27.27. Renewable energy contracts, payments and incentives must be agreed by the Authority.
- 2.27.28. The energy consumption in run and standby conditions for all equipment shall be estimated by Project Co for the purposes of calculation of energy end use loads. For this purpose, Project Co shall obtain information on Legacy equipment, including name plate loads, manufacturer's names and serial numbers and shall provide the information to the Authority.
- 2.27.29. Annually, the Contractor shall report actual consumption figures and DEC ratings on the Carbon Buzz and iSERVcmb websites or similar on-line systems approved by the Authority in order to benchmark the Facility's energy profile.

## 2.28. Weather data

- 2.28.1. Project Co shall:
  - a. provide and monitor a weather station at [the]/ [each] Facility that will be in a location regarded as suitable for collecting weather data; and
  - b. where available may reference local Met Office data; and
- 2.28.2. Project Co shall specify the type and location of weather station to be used. Sensor data resolution as recorded and reported will be to one decimal place, and it must be accurate to within 1% for temperature (in the range of 0°C to 50°C), and 3% for humidity (in the range of 5% to 95% RH). The weather station to be finally calibrated on site during the commissioning stage, and re-calibrated at regular intervals thereafter by Project Co. in accordance with manufacturers recommendations.
- 2.28.3. Project Co shall use the weather data:
  - a. to calibrate the Final Baseline Energy Model after the first year of operation;
  - b. to make adjustments to energy consumption figures for comparison with the In Use Energy Model;
  - c. to record and report weather variations; and

- d. to provide to parties, that require this information, as part of a dispute resolution regarding adjustments to the target Building Load,  $T_{\text{buildingCEH}}$ .
- 2.28.4. As a minimum the following weather data is required;
- a. Outdoor Dry Bulb Temperature,
  - b. Outdoor Humidity, Wind Speed,
  - c. Wind Direction,
  - d. Dew Point
  - e. Rain-fall intensity, and
  - f. Solar Radiation
- over a maximum of 1-hour averages.
- 2.28.5. The weather data shall be available for Curriculum use by the Authority [and the School Entity].
- 2.28.6. Where required the weather data will be utilised automatically by the BMS to control ventilation devices and openings.

## 2.29. Invest to save measures

- 2.29.1. The Contractor shall provide 'invest to save' measures to reduce energy and water use as a minimum as part of their annual report.
- 2.29.2. Following the Payment Commencement Date[/Payment Commencement Date 1] the Contractor and energy manager are encouraged to identify any energy conservation measures that will reduce energy and utilities consumption. Where these have economic paybacks, typically with simple paybacks of less than eight (8) years after the Payment Commencement Date[/Payment Commencement Date 1], the Contractor or Authority may propose these as a change under Schedule 16 (*Change Protocol*) of this Agreement.
- 2.29.3. It is the responsibility of both Project Co and the Authority to identify areas for energy improvements and to implement those improvements where they are agreed to be both technically and financially viable.

## 2.30. Initial Grounds Maintenance Service

- 2.30.1. Project Co shall undertake the Grounds Maintenance Service in respect of each [External Area] from the date of issue of a Certificate of Practical Completion in respect of the corresponding [Post completion Works Area] until [in each case] the date falling [three (3)] years after [the Payment Commencement Date [[Payment Commencement Date 1] (the "**Initial Grounds Maintenance Period**")].
- 2.30.2. Project Co shall develop a Grounds Maintenance Management Plan which provides method statements and maintenance programmes detailing how Project Co will deliver the Initial Grounds Maintenance Service.
- 2.30.3. Project Co will be responsible for providing a specific maintenance regime designed to meet the Performance Standards applicable to all of the following elements:

- a. All grassed areas within the Site, including general amenity and wildflower or other habitat areas;
  - b. Pitches excluding synthetic grass or rubberised surfaces but including marking out of pitches and erection of posts;
  - c. All planted areas including shrubs and hedges;
  - d. All boundary planting where provided;
  - e. Any horticultural features, e.g. sensory garden; habitat area etc;
  - f. Trees, including pruning and managing overhanging of adjacent properties, roads and walkways etc; and
  - g. Water features including ponds and swales; and
- 2.30.4. The Authority will remain responsible for Winter tidiness, leaf collection and road/path sweeping
- 2.30.5. Maintenance must be carried to a high aesthetic standard, must ensure the grounds are safe for all users throughout the year and should be sensitive to the needs of those using the external environment.
- 2.30.6. ProjectCo will be required to adopt environmentally friendly products, substances and practices, such as:
- a. the conservation of water; and
  - b. the minimal use of chemicals such as pesticides and insecticides.
- 2.30.7. The Service should be responsive to curriculum needs such the timely preparation of sports areas for teaching and the establishment of ecological and wildlife areas.
- 2.30.8. Programmes and timings for maintenance work such as grass cutting and planting are to be agreed annually with [the Authority] or School Entity].
- 2.30.9. All equipment and consumables necessary to comply with the requirements of this Service are the responsibility of Project Co.

## 2.31. **General Grounds Maintenance Service**

- 2.31.1. All replacement planting is to be carried out at the recorded planting time of year.
- 2.31.2. Landscaping works should be robust and of a high aesthetic standard, comply with the appropriate British Standards and remain in accordance with any planning authority requirements.
- 2.31.3. Works should preferably be undertaken whilst external areas are not in use. In particular, works on or adjacent to pitches and playground whilst in use by pupils shall be avoided.
- 2.31.4. A programme of cleaning will be implemented by Project Co to ensure that there is no accumulation of silt and other matter on site roads, car parking, paths and pedestrian areas.
- 2.31.5. All products used in connection with Grounds Maintenance must be used and stored in accordance with the manufacturer's instructions and Clauses 29.1 to 29.8 (*Stocks, Consumables, Material and Equipment*) of this Agreement.

- 2.31.6. The Contractor shall ensure that it adheres to the Control of Substances Hazardous to Health (COSHH) Regulations.
- 2.31.7. Surface water drainage systems shall be kept free of blockages at all times.
- 2.31.8. All work must be carried out in accordance with the appropriate British Standards and codes of practice.
- 2.31.9. Project Co must liaise with adjoining owners when carrying out any work to boundaries.
- 2.31.10. Planting schemes should recognise the nature of a Facility's environment by avoiding planting of a non-user friendly nature.
- 2.31.11. Project Co shall provide a reactive service to undertake analysis of and resolve persistent problems with water quality and problems affecting aquatic and plant life around all water features.
- 2.31.12. The Authority shall remain responsible to ensure all external areas are maintained substantially free from leaf accumulation.
- 2.31.13. All external areas shall be maintained free from foreign matter such as stones, brick, glass and animal faeces.
- 2.31.14. No pesticides shall be applied during periods of occupation and no unsafe, poisonous or hazardous residue shall be present during periods of use.
- 2.31.15. Particular attention should be paid to the condition of sports pitches and planted areas. Project Co shall be required to monitor the presence of animal faeces and foreign objects in all areas and will be required to undertake a prompt clear up process. Should these be found with regular occurrence and repeatedly cause disruption to the functioning of the Authority or School Entity or community use or third party use or cause any instances of Unavailability then Project Co will be required to take measures to prevent occurrences;
- 2.31.16. Project Co will produce and implement their Service proposals for Grounds Maintenance during drought conditions, with specific reference to the maintenance of grassed and planted areas during these periods.
- 2.31.17. All works are to be carried out in accordance with the following:
  - a. in a safe manner;
  - b. in accordance with regimes and programme identified in the service delivery plan; and
  - c. following completion of maintenance work, external areas shall be left in a tidy condition.

## 2.32. Grassed areas

- 2.32.1. Maintenance should be appropriate to ensure surfaces are:

- a. in a condition with regard to the agreed levels and types of usage as agreed with the Authority in accordance with the requirements of the ACRs;
- b. substantially free of weeds, moss or other extraneous growth;
- c. remain well drained to ensure standing water does not affect the availability of any area/facility;
- d. be free from ruts or other disruption to the normal contour of the surface;
- e. neatly cut to the edge of any borders;
- f. kept at the specified length; and
- g. in healthy growth with no bare patches;

2.32.2. Project Co shall ensure grassed areas are regularly maintained in a maintenance plan that encompasses the following actions:

- a. cutting and tending of grass;
- b. removal of stones and material that come to the surface as the area settles;
- c. repair and re-turfing/re-seeding of damaged areas;
- d. control of weeds;
- e. treated (if required) with fertiliser and weed killer which is non-toxic and not readily absorbed into the ground. Hazard signs must be displayed when undertaking such operations. Such operations should not be undertaken during periods of occupation and no unsafe, poisonous or hazardous residue shall be present during periods of use.
- f. ensuring that the proposed grass mix has been established, reseeded where necessary.

2.32.3. In addition to the above Project Co shall ensure that wild flower meadows and other habitat planting:

- a. shall be cut at the frequency required to maintain the habitat areas specifically with regard to flowering and seed setting; and
- b. shall be the mix, quantity, quality and size of plants, flowers and species shall be as originally specified unless otherwise agreed by the Authority.

### 2.33. **Planting trees, perennial plants and shrubs**

2.33.1. Maintenance should be appropriate to comply with the following:

- a. they should be healthy with vibrant growth such that dead or dying trees, perennial plants or shrubs are replaced without detriment to the overall quality of the landscaping;
- b. to be kept to an appropriate height as identified in the service delivery plan;
- c. plants or shrubs do not overhang, or otherwise obstruct, pedestrian or vehicular traffic routes;
- d. herbaceous borders and shrub beds are kept reasonably free of weeds, with no gaps in the planting;
- e. tree management plan to be established. Trees will be inspected, mapped and recorded at the Site (including retained trees). Records should be maintained during the progress of any works at the Site and provided to the Authority on completion of the service;



- f. have appropriate drainage;
- g. weed killing and the application of chemicals in accordance with the requirements outlined elsewhere in this Service Level Specification; and
- h. planting and tending of trees/hedges/shrubs including a programme of pruning and thinning as required.

**2.33.2. Pitches, formal sports areas and outfields**

2.33.3. In accordance with the Authority's Construction Requirements and this Service Level Specification, Project Co will be required to develop in conjunction with the Authority a strategy for the development and use of the sports pitches. This will include type of use, minimum durations, pitch rotation, limitation of informal usage etc.

2.33.4. Maintenance should be appropriate to comply with the following:

- a. shall remain of a reasonably level surface across their area (gradients being appropriate to allow intended sports to be played on them), areas of uneven settlement shall be addressed to allow for a regular cut and to ensure that the surface does not present a health and safety risk for users (such as a sprained ankle);
- b. be free from ruts or disruptions to the normal contour of the surface;
- c. be substantially free from the accumulation of weeds, moss, lichen, and other extraneous growth;
- d. be consistent with the seed mix and proposed quality as originally specified unless otherwise agreed by the Authority
- e. maintain the safety and functionality of the pitch;
- f. maintained in a suitable standard for the provision of the Curriculum and extra-curricular activities;
- g. grass sports pitches should be maintained in line with Good Industry Practice including a maintenance and establishment routine to include stone picking, cutting, feeding, scarifying and spiking and ensuring drainage is maintained to support proposed usage;
- h. lines marked with a non-toxic hard-wearing substance in accordance with the Area Data Sheets;
- i. remain suitably drained to ensure standing water does not affect the availability of that area;
- j. weed killing and the application of chemicals in accordance with the requirements outlined in this Service Level Specification; and
- k. comply with Good Industry Practice, Sport England's 'Natural Turf for Sport' and guidance from the relevant sport's national governing body for establishing and maintaining a pitch.

2.33.5. ProjectCo shall ensure all cutting of pitches is to be undertaken at times to suit the [Authority] [or School Entity, the timetable and any variations due to weather conditions is to be agreed with the Authority and/or School Entity.

2.33.6. ProjectCo shall ensure all pitches must have a continuous grass covering and the length of grass is to comply with the table below which defines the maximum and minimum length of grass required for each pitch:

<b>Start of Academic Year to Easter Season</b>
--

	Max length of grass	Min length of grass
<b>Football</b>	50	25
<b>Hockey</b>	25	15
<b>Rugby</b>		
– pitch	100	50
– lines (300mm wide)	50	25
<b>Easter to End of Academic Year Season</b>		
	Max length of grass	Min length of grass
<b>Cricket Table</b>	18	12
<b>Outfield</b>	25	12

2.33.7. Cricket tables and hockey pitches shall be rolled prior to a season's use with an appropriately sized roller;

2.33.8. At the end of each season Project Co shall repair, fill in holes, re-seed, scarify and spike as necessary to ensure a full covering of grass to the playing surface for the start of the next season. If this is not possible, Project Co will have to repair the affected areas.

**2.34. All hard and all-weather surfaces**

2.34.1. Maintenance should be appropriate to comply with the following:

- a. remain of a level surface across their area and a gradient appropriate to allow intended sports to be played on them;
- b. maintained to a standard to allow the provision of the Curriculum and extra-curricular activities and in accordance with manufacturers guidance;
- c. lines marked with a non-toxic hard-wearing substance in accordance with the Area Data Sheets;
- d. incorporate sufficient and appropriate drainage drained to ensure standing water does not affect the availability of that area;
- e. be free the accumulation of weeds, moss, lichen, other extraneous growth and litter;
- f. be free from ruts or disruptions to the normal contour of the surface;
- g. be of continuous materials, free from trip hazards and not friable;
- h. free from silt and soil build up;
- i. maintain the safety and functionality; and
- j. maintain gullies and gutters so that they remain free-flowing.

## **Annex 1 - Performance in Use (PIU) Targets**

1. Project Co shall ensure that the Building meets or improves upon the following PIU Targets and shall report for each Facility which includes details of compliance for each relevant Area annually:

### **1.1. Indoor air quality:**

- 1.1.1. Concentration of CO<sub>2</sub> shall not exceed the maximum levels of 1,200 parts per million (ppm) for mechanical ventilation and 1,600ppm for natural ventilation under any conditions for more than 20 minutes during the Core Day. Measurement shall be by monitoring of extract air by CO<sub>2</sub> sensors (which are provided in every occupied room) or spot-checks using a CO<sub>2</sub> meter. The BMS may be used to log data from the installed room CO<sub>2</sub> sensor, but must be verified by an independent calibrated handheld meter.
- 1.1.2. The operational targets shall be 800ppm for mechanical ventilation and 1,200ppm for natural ventilation.
- 1.1.3. The required maximum CO<sub>2</sub> levels shall not be exceeded during room dim-out / blackout, and shall not be impaired by security or safety requirements.
- 1.1.4. Cold draughts from incoming ventilation air in cold weather shall not cause thermal discomfort to occupants.

### **1.2. Acoustics:**

- 1.2.1. Upper limits for the Design Indoor Ambient Noise level (IANL) shall all be in accordance with the stated criteria of Table 1 of BB93. Background noise level in each teaching and learning spaces shall not exceed the IANL by more than 5 dBA when the windows are open for ventilation as defined in Table 2 of BB93 and equipment that is normally continuously in use during teaching and learning activities including data projectors and ICT Equipment is in use. The ventilation openings shall be open so as to satisfy the 1,200ppm CO<sub>2</sub> air quality operational target.

### **1.3. Lighting Quality:**

- 1.3.1. When measured with a calibrated light meter the lux levels shall be greater than or equal to the horizontal/task-maintained illuminance levels and the cylindrical illuminance levels and less than the maximum maintained illuminance levels given on the Area Data Sheets. Each room with daylight availability and corresponding daylight dimming controls will be provided with a single lux level sensor in the centre of the room and monitored by the BMS to log the room lux levels every 30 minutes.
- 1.3.2. The teaching spaces shall be free from disabling glare when blinds are deployed, and any designed natural ventilation openings are in the fully open position.

## **2. Room temperature:**

- 2.1. All room temperature sensors used to control room temperatures shall at all times measure a temperature that does not deviate from the air temperature by more than 3°C. Verification of accuracy shall be by six monthly spot-checks with a handheld thermometer.
- 2.2. PIU requirements for internal air temperatures:
  - 2.2.1. to prevent summertime overheating: summertime temperatures shall be reported to the FMT, Facility Representative and the Authority Representative. Under the Payment Mechanism Project Co is required to meet the following performance standards:

- a. for the defined occupied period in a Core Day an acceptable standard of thermal comfort shall be achieved over the year in each teaching space in new Buildings. When the spaces are occupied for a period of more than 30 minutes the following shall be observed:
- when the external air temperature is 20°C, or higher, and the diurnal temperature range<sup>13</sup> (lowest temperature from the previous night to the maximum daytime temperature the following day) exceeds 4°C, the internal air temperature shall not exceed the external air temperature by more than 5 °C;
  - the temperatures shall be achieved when windows, fans and ventilation systems are operated to reduce summertime temperatures and the space has the intended number of occupants and the internal heat gains from, teaching equipment, including computers and data projectors does not exceed 15 W/m<sup>2</sup>;
  - the preferred method of measurement is continuous monitoring of inside and external air temperatures but spot measurements during peak summertime conditions are acceptable; and
  - diurnal temperature ranges will require measurement of external air temperature at the Facility using a screened thermostat such that the reading is not unduly affected by direct solar radiation or indirect radiation.

### 2.2.2. Room temperatures in winter time

The heating system shall be capable of maintaining the air temperatures given in the ADS and the following table, in winter time, measured at 1m from the floor in the centre of the room:

	<b>Normal maintained air temperature to be achieved by the heating system in less than 20 minutes after closing any external doors - °C<sup>14</sup></b>	<b>Minimum maintained air temperature provided by heating system during occupancy at the CIBSE outside design conditions - °C</b>	<b>Maximum air temperature during wintertime at maximum occupancy - °C</b>
Stores	5°C	N/A	N/A

<sup>13</sup> The diurnal temperature range is typically 7°C and is > 4°C on approximately 2/3rds of nights, i.e., except when there are anti-cyclonic conditions.

<sup>14</sup> This temperature is to be used for energy consumption calculations

	<b>Normal maintained air temperature to be achieved by the heating system in less than 20 minutes after closing any external doors - °C<sup>14</sup></b>	<b>Minimum maintained air temperature provided by heating system during occupancy at the CIBSE outside design conditions - °C</b>	<b>Maximum air temperature during wintertime at maximum occupancy - °C</b>
Areas where there is a higher than normal level of physical activity (such as sports halls) and sleeping accommodation	17°C	15°C	23°C
Toilets, circulation spaces and store rooms that are normally occupied	17°C	15°C	26°C
Kitchen preparation areas	20°C	15°C	N/A
Spaces with normal level of activity, teaching, study, exams, admin and staff areas, prep rooms	20°C	18°C	26°C
Spaces with less than normal level of activity or clothing, including sick, isolation rooms, changing rooms; and gymnasias and dance and movement studios	21°C	19°C	26°C
Specially resourced provision, where needs of Students tend to be complex and varied, including Students with physical difficulties or profound and multiple learning difficulties.	23°C	21°C	25°C
Where Students or adults may be wet and partially clothed for a significant length of time, such as swimming pools	23°C in changing rooms and no more than 1°C above or below that of the water temperature in pool halls subject to a maximum of 30°C	21°C in changing rooms and no more than 1°C below that of the water temperature in pool halls	28°C in changing rooms and no more than 1°C above that of the water temperature subject to a maximum of 30°C in pool halls

	<b>Normal maintained air temperature to be achieved by the heating system in less than 20 minutes after closing any external doors - °C<sup>14</sup></b>	<b>Minimum maintained air temperature provided by heating system during occupancy at the CIBSE outside design conditions - °C</b>	<b>Maximum air temperature during wintertime at maximum occupancy - °C</b>
Where young children or those with SEN(D) or physical disabilities may be wet or partially clothed for a significant length of time rapidity of air movement can lead to chilling by evaporation and to compensate, a higher design temperature may be required.	25°C  The air speed in these environments should not exceed 0.1 m/s at 25°C	23°C	30°C

### 2.2.3. Monitoring temperatures

The preferred method of measurement is continuous monitoring of inside air temperatures but spot measurements during winter time and mid-season conditions is acceptable. The BMS may be used to log data from the installed room temperature sensor but must be verified by an independent calibrated handheld meter.

The iSERVcmb/k2n application or similar on-line reporting and monitoring systems shall be used where possible to report on Performance in Use to the Facility and the Authority.

## **Annex 2 - Service Quality Standards**

**These Service Quality Standards cover the continual expected performance of the Building, its grounds and its related plumbing, drainage, mechanical and electrical services which are not covered by the Performance and Availability regimes but provide protection to the end users enjoyment of its Facilities.**

### **The Building, including its mechanical & electrical and internal plumbing and drainage systems:**

- shall be structurally sound, secure or fixed to their intended point of anchorage and weatherproof where appropriate;
- shall be free from damp penetration or spalling, free from debris (especially where it can harbour vermin and/or pests), corrosion, organic growth and blockages;
- external surfaces shall be free from cracks and/or deflection or any other surface degradation inconsistent with a Building maintained in accordance with Law and Good Industry Practice; and
- internal surfaces shall be free from all but minor surface blemishes or shrinkage cracks, subject to due wear and tear;

### **Project Co will have additional responsibility to maintain the following elements to a quality standard described**

#### **Doors, windows, hatches, vents and cupboards:**

- shall operate as intended, in a safe way, without making undue noise and without including observable strains on hinges, locks, catches and handles, and without binding, rubbing or catching in any way; and
- luminescent strips, signs, notices, warning signs provided by Project Co shall be intact, legible and illuminated as appropriate in accordance with Law and Good Industry Practice;

#### **Internal finishing's and coverings (including paintwork and floor coverings):**

- shall be free from tears, scoring or any other damage that is unsightly and/or could cause a health and safety hazard; and
- flooring shall facilitate adequate drainage where necessary;

#### **Mechanical & electrical and internal plumbing & drainage systems:**

- shall function without leaks, drips, undue noise or vibration;
- shall function without discharges from overflow pipes or similar warning systems;
- lifts will have a fully functioning emergency communication system;

- labelling, signs, notices, warning signs provided by Project Co are maintained intact, legible and illuminated as appropriate in accordance with Law and Good Industry Practice; and
- drainage shall be free from persistent odour and be free-flowing (unless as a result of a lack of cleaning); and

**External Site Elements including lighting, barriers, fencing, storage, furniture and equipment:**

- shall be structurally sound, safe, secure or fixed to their intended point of anchorage;
- external surfaces shall be free from cracks and/or deflection or any other surface degradation inconsistent with being maintained in accordance with Law and Good Industry Practice;
- where appropriate have even surfaces or otherwise facilitate drainage with no potholes or sinking's;
- shall be free from standing water; and
- drainage shall be free from persistent odour and shall be free-flowing (unless as a result of a lack of cleaning).



## **Appendix A - Performance Standards**

### **Introduction**

The Performance Standards set out below are to be applied with reference to the following guidance:

**PS Ref:** The unique identifier for each Performance Standard.

**Performance Standard:** The short description of the Performance Standard.

**Performance Requirement:** A description of the standard that Project Co is expected to achieve.

**Service Priority Category:** The category used to determine the level of Deduction and (where rectification applies) the Rectification Period applicable to the failure.

**Response Period:** Sets out the period of time within which Project Co must respond to a Service Event and (if relevant) make safe.

**Rectification Period:** Sets out the period of time within which Project Co must Rectify a Service Event.

**Monitoring Frequency:** means in relation to each Performance Standard, the period over which compliance shall be monitored as detailed in the column headed Monitoring Frequency in the Performance Standards table.

**Monitoring Methods:** identifies which of the following monitoring methods should be used to monitor and report the occurrence of a failure. Project Co shall describe the approach to monitoring failures in the Service Delivery Proposals.

**Remedial Period / Remedy:** Sets out the period of time within which Project Co must complete the actions/tasks specified to Remedy a Service Event related to a Performance Standard.

**Performance Standards:** PS[59] to PS [68] shall only apply in respect of the Initial Grounds Maintenance Period [relevant to each Facility].

### **Monitoring Method Codes Table:**

<b>Monitoring Method Code</b>	<b>Description/Source</b>
1	<b>Helpdesk Records:</b> records of Authority & Project Co reports to the Helpdesk

<b>Monitoring Method Code</b>	<b>Description/Source</b>
2	<b>Method Statements:</b> Comparison with the Service Delivery Proposals
3	<b>Service Quality Standards:</b> Comparison against Service Quality Standards
4	<b>Statutory Obligations:</b> Comparison against Statutory obligations, including insurance requirements
5	<b>Project Co Self-Monitoring:</b> Identified through Project Co's own monitoring methods, as described in the Service Delivery Proposals Plans, including the analysis of complaints.
6	<b>Authority Audit:</b> Identified through the Authority's audit - validation checks of Project Co's data, random visits and deliberate testing (including Audit by an independent technical advisor).

### 1.1. Performance Failures<sup>15</sup>

Deductions for Performance Failures shall be calculated in accordance with the Payment Mechanism, the table below has been extracted from the Payment Mechanism for ease of reference.

<b>Service Priority Category</b>	<b>Performance Failure Effective Deduction (£ per Deduction Period) for Performance Standards</b>
Low	[£♦]
Medium	[£♦]
High	[£♦]
Super	[£♦]

<sup>15</sup>Deduction Levels to be completed following calibration.

	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method (s)	Definition of Failure	Remedial Period / Remedy <sup>16</sup>
Post Occupancy Evaluation									
1	Post Occupancy Evaluation	Project Co shall carry out all the activities identified in the Soft Landings Framework, Post Occupancy Evaluation and Building Performance Evaluation requirements in accordance with [2.5] and paragraph [2.8] of this Service Level Specification.	High	None	None	PER EVENT per Facility	2, 5	Failure to carry out any one or more of the activities identified in Soft Landings, Post Occupancy Evaluation and Building Performance Evaluation requirements.	[10] Business Days To commence from the expiry of the due date <b>Remedy:</b> All requirements of the Soft Landings Framework, Post Occupancy Evaluation and Building Performance Evaluation met.
2	Post Occupancy Evaluation report	Project Co shall provide the Post Occupancy Evaluation report compliant with the requirements of [2.5] of this Service Level Specification.	High	None	None	PER EVENT per Facility	2, 5	Failure to provide the Post Occupancy Evaluation report within thirty (30) Business Days of relevant Survey Date.	[10] Business Days To commence from the expiry of the due date <b>Remedy:</b> Post Occupancy Evaluation report provided.
3	Performance In Use Standards	Project Co shall provide a report to evidence whether every Area within each Facility has met all the appropriate Performance in Use (PIU) Standards within 3 months of the [relevant] Actual Completion Date and annually thereafter.	High	None	None	PER EVENT per Facility	2, 5	Failure to provide a complete report within ninety (90) Business Days of [relevant] Actual Completion Date and annually thereafter.	[5] Business Days To commence from the date ninety (90) Business Days from the [relevant] Actual Completion Date <b>Remedy:</b> Complete report provided.
Management									

<sup>16</sup> See Section 3, Part 2.2 of Schedule 14 (Payment Mechanism) for details of how associated, repeat deductions would be calculated

	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method(s)	Definition of Failure	Remedial Period / Remedy <sup>16</sup>
4	Service Delivery Proposals and associated Plans	Project Co shall update its Service Delivery Proposals (including any associated Plans pursuant to paragraph [1.9.10] of this Service Level Specification) as required by this Service Level Specification and provide this to the Authority's Representative for review not less than thirty (30) Business Days prior to the commencement of each Contract Year.	High	None	None	PER EVENT per Facility	2, 5	Failure to provide updated Service Delivery Proposals or Plans for the relevant Contract Year or confirm no such updates required.	[10] Business Days To commence from the date thirty (30) Business Days prior to the commencement of the [relevant] Contract Year <b>Remedy:</b> Any updated Service Proposals or confirmation of existing Service Proposals provided.
5	Changes to Service Delivery Proposals	Notification of any change to Service Delivery Proposals including changes required by paragraph [2.4.11] of this Service Level Specification.	Medium	None	None	Per event	2, 5	Failure to provide the Authority with notice of any changes at least five (5) Business Days prior to the change taking effect.	[10] Business Days To commence from the date five (5) Business Days prior to the commencement of any change to the Service Delivery Proposals <b>Remedy:</b> Notice of any change to Service delivery Proposals provided
<b>Staff &amp; Training</b>									
6	Staff Checks	Project Co's Staff checks as required by paragraph [1.9.1] and paragraph [1.9.2] of this Service Level Specification.	Medium	None	None	Per event	5, 6	Each incidence of a member of Project Co's Staff being at the Facility who has not undergone the required checks.	[5] Business Days To commence from the date of the incidence of a member of Project Co's Staff not

	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method (s)	Definition of Failure	Remedial Period / Remedy <sup>16</sup>
									having undergone the required checks <b>Remedy:</b> Written confirmation provided to the Authority that all Project Co Staff have undergone and passed the required checks.
7	Soft Services Training Plan	Training to be carried out pursuant to the Soft Services Training Plan as required by paragraph [2.8.3] of this Service Level Specification.	Medium	None	None	Per event	2, 5	Each failure to carry out training activities within five (5) Business Days of the time scheduled in the Soft Services Training Plan.	[5] Business Days To commence from the date five (5) Business Days from the time scheduled for that training in the Soft Services Training Plan <b>Remedy:</b> Written confirmation provided to the Authority that the relevant training has been carried out.
8	Staff Induction	Maintenance and update of induction programme as required by paragraph [1.9.6] of this Service Level Specification.	Medium	None	None	MONTHLY per Facility	5	Failure to produce up to date induction programme within five (5) Business Days of a valid request from the Authority Representative.	[5] Business Days To commence from the date five (5) Business Days from a valid request from the Authority Representative <b>Remedy:</b> Production of an up to date Written

	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method (s)	Definition of Failure	Remedial Period / Remedy <sup>16</sup>
									induction programme
9	Staff behaviour & appearance	All Project Co Staff and Project Co Parties to comply with the requirements of paragraph [1.9.7] of this Service Level Specification.	Low	None	None	Per Event	5, 6	Each incidence of non-compliance with the requirements of paragraph 1.9.7 of this Service Level Specification.	[5] Business Days To commence from the incidence of the non-compliance <b>Remedy:</b> Written confirmation of the steps having been taken to ensure the requirements of paragraph 1.9.7 are met to prevent a repeat of the specific incident.
<b>Communications Disaster Planning</b>									
10	Disruption	Project Co shall obtain written consent from the Facility Representative (copied to the Authority Representative) prior to carrying out any Services that may cause disruption to the Facility.	High	None	None	Per Event	5	Each incidence of causing disruption to the Facility without pre-agreed written consent.	None
11	Access to Work System	Compliance with provisions of paragraph [1.10.3.g] and [1.10.3.k] of this Service Level Specification.	High	None	None	Per Event	1, 5	Each incidence of work being carried out in contravention of the appropriate Access to Work Protocol.	None
12	Meeting Attendance	Attending meetings with the Facility Representative and the Authority's Representative as agreed under paragraphs	Medium	None	None	Monthly per Meeting	5, 6	Each instance of failure to attend agreed meetings.	None

	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method (s)	Definition of Failure	Remedial Period / Remedy <sup>16</sup>
		1.10.2.a], [2.4.16], [2.8.1] of this Service Level Specification							
13	Communications Plan	Provide Communications Plan and annual update of the Communications Plan in accordance with paragraph [2.3] of this Service Level Specification.	Medium	None	None	ANNUALLY per Plan	2, 5	Failure to provide the updated Communications Plan within three (3) Business Days of the due date.	[5] Business Days To commence from the date three (3) Business Days from the due date <b>Remedy:</b> Updated Communications Plan (or written confirmation of the existing version).
14	Disaster Plan	Provide Disaster Plan and annual update of Disaster Plan (or as required) in accordance with paragraph [2.2.3] of this Service Level Specification.	Medium	None	None	ANNUALLY per Plan	2, 5	Failure to provide the Disaster Plan within three (3) Business Days of the annual due date or a valid request from the Authority Representative.	[5] Business Days To commence from the date three (3) Business Days from the annual due date or valid request from the Authority Representative <b>Remedy:</b> Updated Disaster Plan (or written confirmation of the existing version.)
15	Disaster Plan Implementation	Implementation of Disaster Plan as and when required in accordance with this Service Level Specification.	Medium	None	None	Per Event	2, 5	Each failure to implement the Disaster Plan when necessary.	[5] Business Days To commence from the date of notification of the failure to implement the Disaster Plan <b>Remedy:</b> Written confirmation of the remedial steps taken to ensure

	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method (s)	Definition of Failure	Remedial Period / Remedy <sup>16</sup>
									implementation of the Disaster Plan
Health & Safety, Quality & Environment									
16	Health & Safety Management Plan	Develop and maintain Health and Safety Management Plan in accordance with paragraph [1.12] of this Service Level Specification.	High	None	None	PER EVENT PER FACILITY	2, 5	Failure to provide an up to date and compliant Health and Safety Management Plan within three (3) Business Days of a valid request from the Authority Representative.	[5] Business Days To commence from the date three (3) Business Days from a valid request for an up to date and compliant Health and Safety Management Plan <b>Remedy:</b> Issuance of an up to date and compliant Health & Safety Plan.
17	Health & Safety Implementation	Implementation of Health and Safety Management Plan in accordance with paragraph [1.12] of this Service Level Specification.	High	None	None	Per Event	4, 5, 6	Each failure to implement the Health and Safety Management Plan.	None.
18	Fire Safety Management Plan	Project Co shall develop and maintain a Fire Safety Management Plan compliant with the requirements set out at paragraph [1.14] of this Service Level Specification.	High	None	None	PER EVENT PER FACILITY	2, 5	Failure to provide an up to date and compliant Fire Safety Management Plan within three (3) Business Days of a valid request from the Authority Representative.	[5] Business Days To commence from the date three (3) Business Days from a valid request for an up to date and compliant Fire Safety Management Plan <b>Remedy:</b> Issuance of an up to date and compliant Fire



	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method (s)	Definition of Failure	Remedial Period / Remedy <sup>16</sup>
									Safety Management Plan.
19	Fire Safety Management	Compliance with Fire Safety Management requirements as set out at paragraph [1.14] of this Service Level Specification.	High	None	None	Per Event	1, 4, 5, 6	Each failure of fire safety systems to comply with Law, Good Industry Practice, the Service Quality Standards and the Fire Safety Policy.	None
20	Fire Drills	Project Co shall assist the Facility in carrying out fire drills in accordance with the requirements of the Fire Safety Policy and agreed with the fire authority or as may be directed by the Authority's nominated officer (fire) (Authority's Representative) for each Facility	Medium	None	None	Per Event	5, 6	Failure to provide assistance when requested by the Authority's Representative given five (5) Business Days' notice.	None
21	Redcare Service	Project Co shall provide and maintain external monitoring of fire alarm and site security systems by a dedicated BT Redcare service and phone line link.	High	None	None	Continuous	2,3,4,5	Failure of Redcare service other than where line service failure is due to BT	None
22	Services Quality Plans	Develop and maintain Services Quality Plans in accordance with paragraph [1.11] of this Service Level Specification.	High	None	None	ANNUALLY PER FACILITY	2, 5	Failure to provide an up to date Quality Plan within three (3) Business Days of a valid request from the Authority's Representative.	[5] Business Days To commence from the date three (3) Business Days from a valid request for an up to date and

	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method (s)	Definition of Failure	Remedial Period / Remedy <sup>16</sup>
									compliant Quality Plan <b>Remedy:</b> Issuance of an up to date and compliant Quality Plan.
23	Quality Plans Implementation	Implementation of Services Quality Plans in relation to all aspects of the Services in accordance with paragraph [1.11] of this Service Level Specification.	Medium	None	None	Per Event	5, 6	Each failure to deliver the Services in accordance with Quality Plan.	None.
24	Environmental Management Plan	Develop and Maintain an Environmental Management Plan in accordance with paragraph [1.15] of this Service Level Specification.	High	None	None	ANNUALLY PER FACILITY	2, 5	Failure to provide an up to date Environmental Management Plan within three (3) Business Days of a valid request from the Authority Representative.	[5] Business Days To commence from the date three (3) Business Days from a valid request for an up to date and compliant Environmental Management Plan <b>Remedy:</b> Issuance of an up to date and compliant Environmental Management Plan.
25	Environmental Management Plan Implementation	Implementation of the Environmental Management Plan in all aspects of the Services in accordance with paragraph [1.15] of this Service Level Specification.	Medium	None	None	Per Event	5, 6	Each failure to deliver the Services in accordance with Environmental Management Plan.	None
26	Water Quality & Efficiency Plan	Project Co shall develop and maintain a Water Quality and Efficiency Plan compliant with	High	None	None	ANNUALLY	2, 5	Failure to provide an up to date water quality and efficiency	[5] Business Days To commence from the date three (3)

	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method (s)	Definition of Failure	Remedial Period / Remedy <sup>16</sup>
		the Service Level Specification including paragraph [1.13] of this Service Level Specification.				PER FACILITY		plan within three (3) Business Days of a valid request from the Authority Representative.	Business Days from a valid request for an up to date and compliant water quality and efficiency plan <b>Remedy:</b> Issuance of an up to date and compliant water quality and efficiency plan.
27	Water Quality & Efficiency Plan Implementation	Implementation of the Water Quality and Efficiency Plan compliant with the Service Level Specification including paragraph [1.13] of this Service Level Specification.	Medium	None	None	Per Event	5, 6	Each failure to deliver the Services in accordance with the Water Quality and Efficiency Plan.	None.
28	Building Users' Guide and Room Users' Guide	Develop and Maintain Building Users' Guide in accordance with paragraph [2.2.5] of this Service Level Specification and the Room User Guide.	Medium	None	None	Per Event per Facility	2, 5	Failure to produce an up to date Building Users' Guide within five (5) Business Days of the requirement pursuant to paragraph [2.2.5] of this Service Level Specification.	[5] Business Days To commence from the date five (5) business days from the due date <b>Remedy:</b> Issuance of an up to date and compliant Building Users Guide or written confirmation of the existing version.
Helpdesk Services									
29	Helpdesk Availability	Availability of Helpdesk during the Core Day in accordance with paragraph [2.1.1] of this Service Level Specification.	Medium	None	None	Daily per Helpdesk	1, 2, 5	Failure to provide the Helpdesk during a Core Day	None.

	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method(s)	Definition of Failure	Remedial Period / Remedy <sup>16</sup>
30	Out of Hours Helpdesk	Availability of an emergency Helpdesk for notification out of Core Day (including Additional Periods) in accordance with paragraph [2.1.3] of this Service Level Specification.	Medium	None	None	Daily per Helpdesk	1, 2, 5	Failure to provide out of hours Helpdesk as required by paragraph [2.1.3] of this Service Level Specification.	None.
31	Helpdesk Operating Procedures	Helpdesk to operate as required under paragraph [2.1] of this Service Level Specification.	MEDIUM	None	None	Per Event	1, 5	Each failure to handle Helpdesk calls and/or maintain Helpdesk records in accordance with the requirements.	None.
32	Helpdesk Response Times	Helpdesk telephone calls answered within timescales specified under paragraph [2.1.5] of this Service Level Specification. Emails of notified Events are logged within 15 minutes of receipt.	Low	None	None	Monthly per Helpdesk	1, 5, 6	Failure to demonstrate on a monthly basis that 90% of Helpdesk calls have been answered within timescales specified in paragraph [2.1.5] of this Service Level Specification, or [90%] of emailed Events have not been logged within the timescale specified in this Performance standard	None.
33	Helpdesk "Read Only" Access	Provision of "read only" access to Helpdesk records in accordance with paragraph [2.1.10] of this Service Level Specification.	Medium	None	None	PER EVENT PER Facility	1, 5, 6	Failure to provide "read only" access to helpdesk records within two (2) Business Days of a	[5] Business Days To commence from the date two (2) Business Days from a valid request to

	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method (s)	Definition of Failure	Remedial Period / Remedy <sup>16</sup>
								valid request from the Authority or Facility Representative	access helpdesk records <b>Remedy:</b> Issuance of helpdesk records
Performance Monitoring, Reporting & Record Keeping									
PS3 3A	Project Co Performance	Project Co shall monitor its performance against this Service Level Specification in accordance with the Method Statements	[Medium ]	None	None	Monthly per facility	2,5,6	Failure of Project Co to provide required level of detail regarding all aspects of the SLS in the Monthly Service Report within five (5) Business Days of the end of each Contract Month	[5] Business Days To commence from the date five (5) Business Days from the end of the Contract Month <b>Remedy:</b> Issuance of the Monthly Service Report
34	Monthly Service Report	The report required under paragraph [2.4.3] of this Service Level Specification.	Medium	None	None	MONTHLY [per Facility]	2, 5, 6	Failure of Project Co to provide the Monthly Service Report within five (5) Business Days of the end of each Contract Month	[5] Business Days To commence from the date five (5) Business Days from the end of the Contract Month <b>Remedy:</b> Issuance of the Monthly Service Report
35	Project Co's Annual Service Report	Project Co's Annual Service Report as required under paragraph 2.4.3 of this Service Level Specification.	High	None	None	ANNUALLY	2, 5, 6	Failure of Project Co to provide Project Co's Annual Service Report within ten (10) Business Days of the end of each Contract Year following the [Payment	[5] Business Days To commence from the date ten (10) Business Days from the end of the Contract Year <b>Remedy:</b> Issuance of the Annual Service Report

	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method (s)	Definition of Failure	Remedial Period / Remedy <sup>16</sup>
								Commencement Date]	
36	Record Keeping	Records to be kept as required by paragraph 2.4 of this Service Level Specification other than the Monthly and Annual Service reports detailed above in Performance Standards [34 and 35].	High	None	None	Daily or per request as appropriate	2, 5, 6	Each failure of Project Co to produce any reports within the periods detailed in 2.4 or provide any relevant information or compliant records within five (5) Business Days of a valid request from the Authority Representative	[5] Business Days To commence from the date five (5) Business Days from the required reporting period or a valid request to produce relevant information or compliant records <b>Remedy:</b> Issuance of requested information
37	Ad Hoc Information Requests and reports	Respond to ad hoc information requests and reports in accordance with the provisions of paragraph 2.4.5] of this Service Level Specification.	Medium	None	None	Per request	5, 6	Each failure of Project Co produce any required information or reports within five (5) Business Days of a valid request from the Authority Representative	[2] Business Days To commence from the date five (5) Business Days from a valid request to produce required information <b>Remedy:</b> Issuance of requested information
Maintenance and Lifecycle									
38	5 Year Maintenance Plan	Producing, maintaining and updating the 5 Year Maintenance Plan in accordance with Clause 23.11 (5 Year Maintenance Plan) of this Agreement and paragraph [2.13.2] of this Service Level Specification.	High	None	None	ANNUALLY per Plan	2, 5	Failure to provide the updated 5 Year Maintenance Plan within three (3) Business Days of the due date	[5] Business Days To commence from the date three (3) Business Days from the due date <b>Remedy:</b> Issuance of the 5 Year Maintenance Plan

	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method (s)	Definition of Failure	Remedial Period / Remedy <sup>16</sup>
39	Schedule of Programmed Maintenance	Producing, maintaining and updating the Schedule of Programmed Maintenance in accordance with Clause 23 ( <i>Maintenance</i> ) of this Agreement and paragraph [2.13.3] of this Service Level Specification.	High	None	None	MONTHLY per Plan	2, 5	Failure to provide the updated Schedule of Programmed Maintenance or written confirmation of the existing Programme within three (3) Business Days of the due date	[5] Business Days To commence from the date three (3) Business Days from the due date <b>Remedy:</b> Issuance of the updated Schedule of Programmed Maintenance or written confirmation of the existing Schedule of Programmed Maintenance
40	Programmed Maintenance	Project Co shall carry out and complete all Programmed Maintenance tasks in accordance with the Schedule of Programmed Maintenance.	High	None	None	Per Event PER MONTH	1, 2, 5	Each failure to complete a Programmed Maintenance task within thirty (30) Business Days of the date identified in the Schedule of Programmed Maintenance	[5] Business Days To commence from the date thirty (30) Business Days from date identified in the Schedule of Programmed Maintenance <b>Remedy:</b> Written confirmation of the completion of the Programmed Maintenance task

	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method(s)	Definition of Failure	Remedial Period / Remedy <sup>16</sup>
41	Lifecycle Schedule	Update the Lifecycle Schedule in accordance with the provisions of Clause [24] ( <i>Lifecycle Replacement</i> ) of this Agreement	High	None	None	Daily per Plan	2, 5	Failure to provide the updated Lifecycle Schedule within three (3) Business Days of the due date	[5] Business Days To commence from the date three (3) Business Days from the due date <b>Remedy:</b> Issuance of the updated Lifecycle Schedule or written confirmation of the existing Lifecycle Schedule
42	Lifecycle Replacement Tasks	Carry out Lifecycle Replacement in accordance with Clause 24 ( <i>Lifecycle Replacement</i> ) of this Agreement.	High	None	None	Per Event	2, 5	Each failure to complete a Lifecycle replacement task within thirty (30) Business Days of the date identified in the Lifecycle Schedule	[5] Business Days To commence from the date thirty (30) Business Days from date identified in the Lifecycle Schedule <b>Remedy:</b> Written confirmation of the completion of the Lifecycle Replacement task
43	Statutory Testing & Inspection	Carry out Statutory Testing and Inspection in accordance with paragraph [2.11] of this Service Level Specification.	High	None	None	Per Event	4, 2	Each failure to complete a Statutory Testing task within five (5) Business Days of the date identified on the Schedule of Programmed Maintenance.	[5] Business Days To commence from the date five (5) Business Days from date identified on Schedule of Programmed Maintenance <b>Remedy:</b> Written confirmation of the completion of the



	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method (s)	Definition of Failure	Remedial Period / Remedy <sup>16</sup>
									Statutory Inspection and Testing task
44	Unprogrammed Maintenance Work	Providing Unprogrammed Maintenance Work in accordance with Clause 23.8 ( <i>Programmed and Unprogrammed Maintenance</i> ) of this Agreement and paragraph [2.12] of this Service Level Specification.	Where the Service Event is Urgent, the Service Priority Category will be High	[x] hours	[x] hours	Per Service Event	1, 2, 5	Each failure to Make Safe within the Response Period. Each failure to Rectify the fault within the Rectification Period.	None
			Where the Service Event is Routine, the Service Priority Category will be Low	[x] hours	[x] hours				
45	Compliance with Service Quality Standard (SQS) as set out in Annex 2 of this Service Level Specification	Project Co investigates SQS and issues an initial report on remedial action or course of actions to be taken in a fair and reasonable timescale	High			Per Event	1,3, 5	Failure to respond to SQS failure, issue a report on course of action or failure to carry out proposed course of action.	[2] Business Days To commence two (2) Business Days from the SQS failure being notified to Project Co (or, if self reported, notified to the Authority)

	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method (s)	Definition of Failure	Remedial Period / Remedy <sup>16</sup>
									<b>Remedy:</b> Issuance of the required initial report
46	Actions implemented as set out in the initial report to rectify SQS failure	Project Co undertakes work to the appropriate Service Quality Standard which rectifies failure and in the agreed timescale or on discovery of new cause of failure issues an updated report setting out the remedial action to be taken in a fair and reasonable timescale	High			Per Event	2, 5	Failure to implement action to rectify SQS failure as set out in initial report or provide updated report setting out remedial action.	[5] Business Days or as otherwise identified in the initial report, to commence from the due date of the initial report (see Performance Standard 45 above) <b>Remedy:</b> Implementation of the action as described in the initial report or an updated report agreed by the Authority
47	Develop and comply with the Interface Protocol	Develop and comply with the Interface Protocol	High	None	None	Per Event	5, 6	Failure to comply with the Interface Protocol	None
Energy & Utilities									
48	Energy Reporting	Ensure that energy data is being uploaded to the Automated Energy Data Collection Portal	High	None	None	Monthly	3,5,6	Failure to upload the required energy data within five (5) Business Days of the end of each Contract Month.	[2] Business Days To commence from the date five (5) Business Days from the end of the Contract Month Remedy: Upload of the monthly energy data

	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method (s)	Definition of Failure	Remedial Period / Remedy <sup>16</sup>
49	Energy Reporting	Monitor and report on energy and utilities consumption as required by paragraphs [2.26] of this Service Level Specification including comparison of actual consumption of energy use against In-Use energy model	High	None	None	Monthly	2,3,5,6	Failure to provide the monitoring and reporting of energy and water consumption to the Authority Representative including monthly and quarterly reports within five (5) Business Days of the end of the Contract Month	[2] Business Days To commence from the date five (5) Business Days from the end of the Contract Month <b>Remedy:</b> Issuance of the energy reports in the required form
50	Energy Reporting	Undertake detailed analysis of actual consumption of energy use against In-Use energy model to assess how each of the systems is performing and identifying cause where there is a significant difference	High	None	None	To be reviewed annually if consumption below Target Base Load, otherwise monthly	3, 5, 6	Failure to undertake the required analysis within twenty (20) Business Days of the end of each Contract Month or the end of the reporting year.	[2] Business Days To commence from the date twenty (20) Business Days from the end of the Contract Month or reporting year <b>Remedy:</b> Issuance of the required analysis
51	Energy and Utilities Management Plan (including efficiency)	Updating the Energy and Utilities Management Plan as required under paragraphs [2.2.6 and 2.17] of this Service Level Specification.	High	None	None	Daily per plan	2,5,6	Failure to provide the updated Energy and Utilities Management Plan within three (3) Business Days of the due date.	[2] Business Days To commence from the date three (3) Business Days from the due date <b>Remedy:</b> Issuance of the updated Energy and Utilities Management Plan Lifecycle Schedule or written

	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method (s)	Definition of Failure	Remedial Period / Remedy <sup>16</sup>
									confirmation of the existing Plan
52	Operating Efficiently	Operating the Building to minimise energy and utilities consumption in accordance with Paragraph[ 2.26.1] of this Service Level Specification.	Medium	None	None	Daily per Facility	2,5,6	Failure to demonstrate that Operational inefficiencies identified in the Energy and Water Efficiency Plan have been rectified.	[10] Business Days To commence from the target date agreed within the Energy and Water Efficiency Plan to rectify the inefficiency <b>Remedy:</b> Rectification of the inefficiency or reissue of the updated Energy and Water Efficiency Plan amending action where agreed with the Authority
53	Energy Efficiency Assistance	Project Co shall provide assistance to the [Authority/ School Entity] to improve energy efficiency including participation in [Authority/ School Entity] energy forums and providing input into [Authority/School Entity] decisions relating to energy consumption	Medium	None	None	Per request	5,6	Each failure to attend energy forums and/or provide assistance to the [Authority/ School Entity] within five (5) Business Days of a request from the Authority's Representative	None
54	Utilities Interruptions	Project Co shall obtain written consent from the Authority's Representative prior to arranging/agreeing to	Medium	None	None	Per event	1,5	Each incidence of arranging or agreeing to utilities interruptions without receiving prior	None

	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method (s)	Definition of Failure	Remedial Period / Remedy <sup>16</sup>
		interruptions in the supply of utilities to the Facility.						consent from the Authority's Representative.	
55	Building Controls and Energy Management Systems	Manage Building controls and Energy Management System in accordance with paragraph 2.5.1 to this Service Level Specification.	Medium	None	None	Daily per Facility	2,5,6	Failure to provide meeting minutes of month six(6) and month twelve (12) site walkabout, recording attendees, and agreeing any changes to systems and/or behaviour patterns.	None
56	Building Controls and Energy Management Systems	Manage Building controls and Energy Management System in accordance with paragraph [2.5.2	Medium	None	None	Every six months	2,5,6	Failure to provide evidence of testing of Building controls, metering and monitoring and EMS to check settings are correct.	[Twenty] [(20)] Business Days of programmed monitoring period
57	Utilities Invoice Verification	On receipt of utilities invoices from the Authority, Project Co shall verify the consumption data against meter readings and confirm their accuracy.	Low	None	None	Daily per invoice	2,5,6	Failure to take meter readings or verify utilities invoices against meter readings and confirm their accuracy to the Authority Representative within 5 Business Days of receipt of Utilities invoices.	None
58	Display Energy	To supply DEC for each Facility in	Low	None	None	Daily per DEC	5,6	Each failure to produce and display	[10] Business Days

	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method (s)	Definition of Failure	Remedial Period / Remedy <sup>16</sup>
	Certificate (DEC)	accordance with paragraph [2.27.29] of this Service Level Specification.						a valid up to date Display Energy Certificate.	To commence from the date a [request to produce a DEC is made by the Authority] <b>Remedy:</b> Production and display of a current and valid DEC in the required form
59	Water run-off and sewage	To remove sewage and run-off water from each Site in accordance with paragraph [1.16.1] of this Service Level Specification.	High	None	None	Per Event		Failure to ensure removal of effluent and hazardous waste.	None
<b>Grounds Maintenance<sup>17</sup></b>									
60	Grounds Maintenance Plan	Providing and updating the annual Grounds Maintenance Plan and programme in accordance with [2.30.2] of this Service Level Specification.	High	None	None	ANNUALLY per plan PER FACILITY	2,5,6	Failure to provide the agreed Grounds Maintenance Plan and programme four (4) weeks prior to the Annual Services Review.	[10] Business Days To commence from the date three (3) Business Days from the due date <b>Remedy:</b> Issuance of the updated Grounds Maintenance plan and programme meeting the requirements of paragraph [ ] of this Service Level Specification.

<sup>17</sup> Note the grounds maintenance service is to be provided for the first three years following the [Payment Commencement Date]/[Payment Commencement Date 1] and the relevant performance standards will apply for the same period only

	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method(s)	Definition of Failure	Remedial Period / Remedy <sup>16</sup>
61	Programme of Maintenance	All grounds maintenance works (including mowing) to be carried out in accordance with the Grounds Maintenance Plan, [maintenance regime and programme] together with additional works as may be necessary to ensure compliance with the requirements detailed in [paragraphs [ 2.30-2.34 ]] this Service Level Specification and Good Industry Practice	High	None	None	Per Event	2,3,5,6	Each failure to complete a Grounds Maintenance task within five (5) Business Days of the date identified in the programme.	[5] Business Days To commence from the date five (5) Business Days from date identified in the programme <b>Remedy:</b> Written confirmation of the completion of the Grounds Maintenance task
62	Maintain Grass Surfaces	Maintain grassed areas and grass pitch surfaces such that they are even (no bare patches), kept neat at all edges and maintain areas such that they are substantially free of weeds, moss or other extraneous growth, silt and soil build up, litter and foreign matter (in accordance with paragraph 2.31.13 of this Service Level Specification), ruts or other disruption to the normal contour of the surface.	High	None	None	Per Event	1,2,3,5,6	Each failure to achieve the requirements to maintain grassed areas and grass pitches in accordance with paragraphs [ ] this Service Level Specification.	[5] Business Days To commence from the date five (5) Business Days from the notification of the failure <b>Remedy:</b> Written confirmation of the rectification of the failure
63	Maintain Hard and All-	Maintain hard and all-weather surfaces in accordance with	High	None	None	Per Event	1,2,3,5,6	Each failure to achieve the	[5] Business Days To commence from the date five (5)

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	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method (s)	Definition of Failure	Remedial Period / Remedy <sup>16</sup>
	Weather Pitch Surfaces	the manufacturer's instructions and such that they are continuous, even, kept neat at all edges and maintain areas such that they are free of weeds, moss or other extraneous growth, silt and soil build up, litter and foreign matter, ruts or other disruption to the normal contour of the surface.						requirements to hard and all-weather surfaces in accordance with this Service Level Specification.	Business Days from the notification of the failure <b>Remedy:</b> Written confirmation of the rectification of the failure
64	Sports Pitch Line Markings	Keep all lines and pitch markings on all surfaces clear, visible and within tolerances and marked with suitable materials in accordance with [2.33.4] of this Service Level Specification.	High	None	None	Per Event	1,2,3,5 6	Each failure to provide visible line marking.	[5] Business Days To commence from the date five (5) Business Days from the notification of the failure <b>Remedy:</b> Written confirmation of the rectification of the failure
65	Surface Water Drainage	Maintain gullies, <sup>18</sup> gutters and drainage so that they remain free-flowing and ensure hard and grass pitches not waterlogged and are free from standing water.	High	None	None	Per Event	1,2,3,5	Each incidence of standing water or waterlogged pitch due to failure to maintain gullies, gutters and drainage	[5] Business Days To commence from the date two (2) Business Days from the notification of the failure <b>Remedy:</b> Written confirmation of the

<sup>18</sup> Note that the Facility Premises Team is responsible for the removal of leaves and litter from gullies



	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method (s)	Definition of Failure	Remedial Period / Remedy <sup>16</sup>
									rectification of the failure
66	Use of Pesticides	No pesticides shall be applied or be apparent in any quantity during periods of occupation of the Facilities.	High	None	None	Per Event	1,5,6	Each failure to comply with the use of pesticides during periods of occupation.	None <b>Remedy:</b> None
67	Maintenance of Habitat Areas	Maintain habitat areas including wild flower meadows with the mix and quantity of plants and species detailed in the landscape design set out in [2.33] of this Service Level Specification	Medium	None	None	Per Event	1,2,3,5,6	Failure to reseed or replant (as per design) to achieve the design intent.	[5] Business Days To commence from the date five (5) Business Days from the notification of the failure <b>Remedy:</b> Written confirmation of the rectification of the failure
68	Maintenance of Trees, Shrubs, Herbaceous Borders and Perennial Plants	Ensure plants are in healthy and vibrant growth and that dead or dying trees, perennial plants or shrubs are replaced in the mix, density, size and quality detailed in the landscape design set out in [2.33]. of this Service Level Specification.	Medium	None	None	Per Event	1,2,3,5,6	Failure to maintain or replace plants where needed to comply with paragraph [ ] of this Service Level Specification	[5] Business Days To commence from the date five (5) Business Days from the notification of the failure <b>Remedy:</b> Written confirmation of the rectification of the failure
69	Maintenance of Trees, Shrubs, Herbaceous Borders and	Trees, shrubs and perennial plants are kept to an appropriate height and depth [to be agreed with the	Medium	None	None	Per Event	1,2,3,5,6	Failure to maintain and cut back plants due to height, depth, overhang or	[5] Business Days To commence from the date five (5) Business Days from

	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method (s)	Definition of Failure	Remedial Period / Remedy <sup>16</sup>
	Perennial Plants	Authority]. Plants or shrubs shall not overhang or obstruct pedestrian or vehicular traffic routes.						obstruction to satisfy the requirements [Agreed with the Authority]	the notification of the failure <b>Remedy:</b> Written confirmation of the rectification of the failure
70	Maintenance of Trees	Tree management plan to be established. Trees will be inspected, mapped and recorded at each Site. Records shall be maintained during the progress of any works at the Site.	Medium	None	None	Per Event	2,5,6	Failure to provide the [agreed] tree management plan four (4) weeks prior to the Annual Services Review.	[5] Business Days To commence from the date five (5) Business Days from the notification of the failure <b>Remedy:</b> Issuance of the updated Tree Maintenance Plan and programme

## Appendix B - Interface Protocol <sup>19</sup>

### Section 1: Preliminary

#### 1. DEFINITIONS

In this Appendix unless the context requires otherwise the following terms shall have the meanings given to them below:

**Responsibility Matrix** means the matrix set out in Section 1 (*Preliminary*) of this Appendix B (*Interface Protocol*);

**Soft Landings Framework** means the BSRIA-led process designed to assist the construction industry and its clients deliver better buildings;

#### 2. PURPOSE

- 2.1 Project Co and the Authority have developed this Interface Protocol to identify and set out how interface issues will be managed. This Interface Protocol contains details of how Project Co will maintain a co-operative working relationship with the Authority given the interface that will arise as a result of the Authority retaining responsibility for other services.
- 2.2 This Interface Protocol sets out the roles and responsibilities of the [School Entity/(ies),] the Authority and Project Co for those areas where Project Co's provision of the Services under the Project Agreement and the [School Entity's and] the Authority's provision of the Soft Services interact.
- 2.3 The Authority and Project Co recognise the need for an interface protocol that:
  - 2.3.1 reflects the reality of changing responsibilities and the need to make the interface between the [School Entity/(ies),] the Authority and Project Co staff and its Sub-Contractors work effectively;
  - 2.3.2 is flexible to meet the changing needs of each [School Entity and] the Authority; and
  - 2.3.3 facilitates the development of a relationship that endures and encourages operational efficiency.
- 2.4 The success of this Interface Protocol issue will be dependent on effective communication between both parties.
- 2.5 Project Co and the Authority should work together to deliver a best practice resource efficient procurement and operation of ICT, seeking innovative approaches to reduce energy consumption of servers, server rooms, and other equipment, and sustainable disposal of equipment, saving costs and reducing resource consumption.

#### 3. PRINCIPLES

- 3.1 The overarching allocation of risk between the Authority and Project Co as set out in the Project Agreement shall be unchanged by this Interface Protocol and to the extent that there is any conflict with other provisions of the Project Agreement and this Interface Protocol, such other provisions shall take precedence.

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<sup>19</sup> Table to be further developed/finalised during Stage 2 of the New Project Approval Process.

- 3.2 This Interface Protocol recognises that:
- 3.2.1 the Facility Premises Team will remain in the employment of its current employer and will not transfer to Project Co or its sub-contractors;
  - 3.2.2 although the Services are Project Co's responsibility, they will generally be provided through a Sub-Contractor, referred to as the Service Provider; and
  - 3.2.3 some of the responsibilities undertaken by a Facility Premises Team will switch to Project Co from the Payment Commencement Date at each individual Facility.

#### 4. RESPONSIBILITIES OF STAFF

- 4.1 The Project Agreement requires Project Co to provide a minimum standard of accommodation in accordance with the Service Level Specification. This includes, amongst other matters maintaining the fabric of the building, maintaining the mechanical and electrical systems, providing training and carrying out the other Services.
- 4.2 Specific interface responsibilities of each party to this Interface Protocol are detailed in the Responsibility Matrix provided at Section 1 (*Preliminary*) of this Appendix B (*Interface Protocol*).
- 4.3 Project Co recognises that where the appropriate skills and level of knowledge is present within the Facility Premises Team it may well be best placed to carry out some tasks on behalf of Project Co (albeit where matters are Project Co's responsibility, it shall remain responsible for those tasks). The following tasks may well be capable of being carried out by the Facility Premises Team where they are available to do so and with an appropriate level of support from Project Co:
- 4.3.1 general visual site safety checks;
  - 4.3.2 prescribed fire alarm tests;
  - 4.3.3 provision of a first line response to make safe and carry out temporary minor repairs (whether in the case of an emergency or not) including responding to general day-to-day items that can be completed using a basic toolkit specified and provided by Project Co;
  - 4.3.4 to deliver the tasks sets out in and designated as being for the Authority and Project Co and more specifically identified in Section 2 (*Section 2 Services/ Soft Services Responsibility Matrix*) to this Appendix B (*Interface Protocol*).

#### 5. ACCESS TO WORK

- 5.1 Project Co shall comply with the Access to Work Protocol in respect of its attendance at any Site. The Access to Work Protocol is set out in Section 3 ( of Schedule 34 (*Joint Operating Protocol*) of this Agreement.
- 5.2 The Access to Work Protocol deals with Project Co's access to the Site in different circumstances including for Unprogrammed Maintenance.

#### 6. SITE SECURITY

- 6.1 The security of the Sites and the Facilities is paramount and all Project Co employees and their sub-contractors will be issued with identification that will be

presented for inspection by the [relevant] Facility's staff on arrival. Clause 28 (*Site Security and Personnel Issues*) of this Agreement, this Service Level Specification and the Access to Work Protocol set out requirements that Project Co must be familiar with and comply with such as wearing identification and completion of relevant Disclosure and Barring Service checks.

## 7. TRAINING

- 7.1 In accordance with the Soft Landings Framework, this Service Level Specification and the Soft Services Training Plan, Project Co team will provide induction/familiarisation training on each Site to ensure the Facility Premises Team are fully aware of the operational requirements of the new equipment and systems that have been installed. A key element of this training will be locating and understanding the operation and isolation of all mains utility supply equipment and other key health and safety equipment. Project Co will provide the training detailed in Section 4 (*Soft Services Training Plan*) of this Interface Protocol to the Facility Premises Team and other Facility staff predominantly during the ICT Handover Period. The [Authority/ School Entity] will be required to release staff for such training during the ICT Handover Period.
- 7.2 Following assessment of the individual Facility Premises Team staff as described above at paragraph 4.3 (*Responsibility of Staff*) of this Appendix B (*Interface Protocol*), Project Co will provide the further training appropriate for the r Routine Maintenance Tasks agreed that the Facility Premises Team will undertake to enhance the capabilities of staff and ensure a minimum level of health and safety awareness.

## 8. INTERFACE

- 8.1 A clear interface between Project Co and the Authority [(and the School Entity, where appropriate)] is necessary to ensure responsibilities are discharged and health and safety at the Facility is maintained. The following interface guidelines are to be adhered to, and additional guidelines may be agreed with the Authority and/or the [relevant School Entity]:
- 8.1.1 Project Co will undertake briefings of the Facility Premises Team to ensure that the Facility Premises Team has a full understanding of the [relevant] Facility;
- 8.1.2 Project Co will undertake training/briefings with the Authority [(and/or the School Entity where appropriate)] to ensure understanding of newly-installed equipment; and
- 8.1.3 there will be a clear system for recording faults and/or seeking advice. (Helpdesk system to be established by Project Co, see Section 3 (*Helpdesk*)) and Project Co should be informed of any fault that relates to its responsibilities.
- 8.2 An example of the interface working in practice is, on opening up a Facility, a Facility Premises Team member discovers a burst pipe. In such circumstances [Authority/ School Entity Staff] should:
- 8.2.1 isolate the water supply;
- 8.2.2 call the Helpdesk;
- 8.2.3 facilitate access by Project Co, who will rectify the problem;
- 8.2.4 inform the Head-teacher or other designated person of the incident; and

- 8.2.5 organise the emergency health and safety clear up. Note that consequential rectification, repairs and clean-up (and the costs of) is the responsibility of Project Co.

## 9. HEALTH AND SAFETY ISSUES / SAFE WORKING PRACTICES

- 9.1 To illustrate the limitations of tasks to be carried out by the Facility Premises Team it is reiterated that only tasks within their personal level of competence and experience should be attempted. The allocation of responsibilities as between Project Co and the Authority [(as may be discharged by the School Entity where appropriate)] (as set out in Section 2 (*Responsibility Matrix*) to this Interface Protocol) takes account of the level of competence and experience of the Facility Premises Teams.
- 9.2 No attempts should be made by Facility Premises Team to carry out tasks using systems or equipment they have not been assessed competent to deal with. To this end, Project Co will during mobilisation meet each of the Facility Premises Team to discuss their particular areas of expertise and agree these areas of expertise and where relevant provide appropriate training.
- 9.3 Project Co considers health and safety to be of paramount importance and will take all reasonable measures to ensure the health, safety and welfare at work of its employees and all Facility Users where they come into contact with Project Co's work.
- 9.4 The Facility Premises Team staff will be invited to attend safety briefings and training as detailed in Section 4 (*Soft Services Training Plan*) of this Appendix B (*Interface Protocol*) (and will be required to operate in accordance with Project Co's own safe methods of working. To that end Project Co will meet the Authority's safety advisers and trade union safety representatives to take account of those policies and write a project-specific Health and Safety Management Plan. This will include the interface with the Facility Premises Team.
- 9.5 Project Co shall during the ICT Handover Period provide to the Authority, [the School Entity and] any Authority Party providing Soft Services instructions and requirements in respect of the Facility (including its materials and components) relevant to the provision of Soft Services, to include details of applicable manufacturers warranties and component care recommendations. The Authority shall and shall procure that [the School Entity and] the Authority and any Authority Party carrying out Soft Services shall comply with such instructions and requirements provided that the instructions and requirements provided by Project Co shall:
- 9.5.1 be reasonable and not unduly onerous;
  - 9.5.2 not have an adverse effect on any Authority's or any Sub-Contractor's (that is carrying out Soft Services) ability to provide the Soft Services; and
  - 9.5.3 not require any Authority or any Sub-Contractor carrying out Soft Services to incur unreasonable additional expense,
  - 9.5.4 in each case having regard to the Service Level Specification and Good Industry Practice.

## 10. LOGGING OF WORK

- 10.1 Project Co will supply a record system for the Facility Premises Team to complete when they carry out work on behalf of Project Co. This means work involving only use of consumables or extra time, eg. as a result of a call out. These will record the following:

- 10.1.1 date, time and reference number;
  - 10.1.2 nature of task; and
  - 10.1.3 materials used.
- 10.2 These sheets will be provided in a method that will allow a copy to be kept on Site, with the originals passed to the Helpdesk at regular intervals. To speed up the transfer of sheets to the Helpdesk these can be emailed or faxed with the original hard copy following later.

## **11. PROBLEM RESOLUTION**

- 11.1 It is the intention of all parties to avoid problems arising, if at all possible. A problem resolution system is to be established and used as follows:
- 11.1.1 informal resolution: between the Facility Premises Team the Authority and Project Co.
  - 11.1.2 line manager: between the parties' relevant line managers (e.g Facility Management Team with relevant Project Co staff member).
  - 11.1.3 [Authority's Representative] and [Service Provider's manager].
  - 11.1.4 formal Dispute Resolution Procedure: through the formal arrangements set out in Schedule 20 (*Dispute Resolution Procedure*) of this Agreement.

## **12. REVIEW**

- 12.1 The relationships outlined in this Interface Protocol will be subject to periodic review six months following the last occurring Payment Commencement Date [/Payment Commencement Date 1] and thereafter at no more than (5) five-yearly intervals and the parties may agree changes in writing provided no such changes to the Interface Protocol shall alter the parties' responsibilities or the risk profile under the Service Level Specification or the remainder of this Agreement.

**Section 2 Services/ Soft Services Responsibility Matrix**

Project Co has responsibility for all Services (i.e. 'hard' FM services) and will act as the main interface for the Authority's representatives as notified to Project Co from time to time, and all other key stakeholders. As Project Co will not be based on Site, the Facility Premises Team will be the point of contact for all Services-related visitors and tradesmen to Site. The Facility Premises Team will operate an "access to work" system in accordance with the Access to Work Protocol to ensure they know and can communicate with who is working on site, the nature of their work and will ensure that the appropriate surveys and risk assessments have taken place.

A comprehensive understanding of the interface between Services and Soft Services is a fundamental requirement from a health and safety perspective due to the need for test and inspections of statutory equipment such as fire alarms and the need for management plans to cover fire evacuation, fire warden training, logbook record keeping and emergency light tests, etc.

The following matrix details the allocation of responsibility for the provision of Services/Soft Services activities between the Authority and Project Co. [Project Co acknowledges that where reference has been made to the Authority, the Authority may be represented or its obligations discharged by an Authority Party including a School Entity (or its staff).]

<b>Task/ Responsibility</b>	<b>Interface Issues</b>	<b>Proposed Approach</b>
Over-arching management service and co-ordination of Services	Both parties have an equal responsibility to ensure effective communication in relation to planned events, service delivery arrangements, Unprogrammed Maintenance Work, Programmed Maintenance and Lifecycle Replacement. The key objective of the Services and Soft Services is to support Facilities that provide learning and failure to communicate appropriately may ultimately have a detrimental effect on the delivery of the educational curriculum. In addition to this critical objective, the provision of these services in a resource efficient manner is also necessary, to reduce costs and wastage in respect of the operation of the Facilities. Operations which consume less energy, water, and materials, and produce less waste will	<p>Development of a communication strategy by Project Co that clearly outlines the levels and responsibility for communication by both the Authority and Project Co, methods of communication, and planned frequency. This strategy will cover but not be restricted to:</p> <ul style="list-style-type: none"> <li>• Communication matrix identifying key interfaces;</li> <li>• Soft landings responsibilities matrix (see BSRIA guidance);</li> <li>• Frequency of meetings/format of meetings/key objectives;</li> <li>• Communication route to Students; and</li> <li>• Escalation procedures, etc.</li> </ul> <p>Both parties shall comply with the agreed communication strategy.</p>



Task/ Responsibility	Interface Issues	Proposed Approach
	help to ensure more budget is available to deliver education.	
	Health and safety requirements must be developed and agreed with the Authority, [in conjunction with the School Entities and Soft Services provider] and plans should include co-ordinated responses to Fire evacuation and disaster management.	Joint Health and Safety Management Plan to be agreed and signed by Project Co and the Authority.
	<p>The Facility Premises Team will need to understand the requirement for control of persons on Site and operate an Access to work system implemented by Project Co with suitable training.</p> <p>Access during Core Day and outside of the Core Day shall be in accordance with the Access to Work Protocol.</p>	Agree access protocol for Project Co's staff and Sub-Contractors, that are compatible with the Access to Work Protocol.
Helpdesk	Project Co is responsible for providing the Helpdesk. The Helpdesk should be used to report all maintenance faults in order that the Rectification Period can be recorded. There will be a number of options for contacting the Helpdesk i.e. phone, e-mail, SMS, etc.	<p>A Helpdesk guide will be produced explaining the services the Helpdesk will provide and the information required from Authorised Callers to ensure that asset history is maintained.</p> <p>Project Co will discuss and agree the appropriate reporting procedures with the Facility Representative. This will include a feedback loop to ensure that all outcomes are captured and included in future asset management.</p> <p>Where maintenance tasks are undertaken by the Authority or an Authority Party (including the Facility Premises Team)</p>

Task/ Responsibility	Interface Issues	Proposed Approach
		the Facility Representative must complete a task sheet and submit this to the Helpdesk.
Cleaning	<p>The management of cleaning services will be retained by the Authority. Project Co will require liaison with the Facility Premises Team on cleaning methodology for some key Building fabric and fittings, to ensure optimum lifecycle performance i.e. if carpet and vinyl is not cleaned in line with manufacturers' instructions, its life can be greatly reduced, also scuffs to wall finishes may need first line attendance by cleaners and Facility Premises Team.</p> <p>Cleaning should also be planned to be sustainable and resource efficient, using chemicals of the lowest possible toxicity, and planning regimes to reduce water consumption and reduce the need for extended hours of Building operation (having the lights on for longer whilst cleaning takes place uses energy).</p>	<p>The standard of cleaning conducted by the Authority or Authority Parties shall in line with the manufacturers' operation and maintenance manuals. Project Co is not responsible for the performance of the cleaning service but will need to identify where this service is affecting the proposed Lifecycle Replacement of hard fabric and fittings for which they are responsible.</p> <p>Project Co and the Authority shall work together to deliver a best practice resource efficient operation, seeking innovative approaches to reduce costs and save resource consumption.</p> <p>The Facility Premises Team and Project Co will conduct regular Site inspections covering general maintenance and health and safety matters. Any issue relating to concern over cleaning performance or associated services should be identified as part of this process.</p>
Waste	The management of waste (excluding effluent and hazardous waste disposal) will be retained by the Authority. Project Co will require liaison with the Facility Premises Team on removal of waste to ensure no waste is permitted	The standard of waste management conducted by the Authority shall be in line with Good Industry Practice. This will involve the use of industry guidance to provide a best practice resource efficient operation, seeking innovative

Task/ Responsibility	Interface Issues	Proposed Approach
	<p>to accumulate. Neither general storage nor waste is to be stored in plant rooms, etc.</p> <p>Project Co will operate a Maintenance Waste Efficiency Management Plan for waste produced by their activities on Site. This will use best practice innovative solutions to reduce waste produced and follow the Defra waste hierarchy (reducing materials used, reducing waste, increasing recycling, and ultimately reducing waste sent to landfill). Waste weight data will be collected by Project Co for their waste, and this data will be combined with waste data produced by the Facility Representative.</p>	<p>approaches to reduce costs and save resource consumption.</p> <p>The Authority waste management process will use Defra's waste hierarchy.</p> <p>Data of weight in Kg will be collected for different waste streams collected by the Authority. The Authority will aim to increase the segregation of waste on Site (e.g. different types of bins and recycling).</p> <p>Project Co will be set Performance Standards and targets for waste reduction by the Authority. Project Co will then work with these parties to contribute wherever possible to achieving these targets – contributing to data collection and offering innovative solutions to waste reduction.</p>
Pest Control	<p>The management of pest control will be retained by the Authority.</p> <p>Project Co will require liaison with the Facility Premises Team on pest control methodology for Building fabric and grounds i.e. pest control is proactive, so pests are less likely to chew through cables or dig up plants and grass.</p> <p>Project Co is responsible for maintenance and if the Building is not properly maintained this could give pests the opportunity to enter the Buildings through gaps left, causing the Facility Premises Team an issue.</p>	<p>The standard of pest control conducted by the Authority shall be in line with Good Industry Practice.</p> <p>The Facility Premises Team and Project Co will conduct regular Site inspections covering general maintenance and health and safety matters. Any issue relating to pest control should be identified as part of this process.</p>

Task/ Responsibility	Interface Issues	Proposed Approach
	<p>Project Co will be required to liaise with the Facility Premises Team on maintenance methodology to ensure areas are not left exposed to pest invasion.</p>	
<p>Maintenance</p>	<p>Project Co will be responsible for the delivery of Unprogrammed Maintenance Work, Programmed Maintenance and Lifecycle Replacement.</p> <p>The Facility Premises Team may be able to carry out certain Hard FM duties and provide first line attendance on reactive calls, such as the replacement of lamps or a heating failure.</p> <p>The Facility Premises Team will need to understand the basis of the performance management system and their role in not obstructing Project Co in meeting the required rectification times.</p> <p>Project Co to record all Unprogrammed Maintenance Work tasks onto the Helpdesk.</p> <p>Project Co undertaking repairs but not reporting back to the Helpdesk result in this information not being logged against the asset history and hence the asset records will not provide a true reflection of condition, history or life expectancy.</p> <p>Project Co and the Authority will be working together to deliver a best practice resource efficient operation, seeking innovative approaches to reduce costs and save resource consumption in maintenance.</p>	<p>Asset register of items will be produced and logged onto the Helpdesk. Out of this a Schedule of Programmed Maintenance will be produced. The Schedule of Programmed Maintenance will detail the tasks to be undertaken and details of these tasks will be shared with the Facility Premises Team.</p> <p>When works are complete a worksheet will be completed by Project Co and a signature obtained. Details will be fed back to the Helpdesk and the Schedule of Programmed Maintenance updated.</p> <p>The Facility Premises Team will be given training to undertake these tasks and provided with the necessary risk assessments and Method Statements.</p> <p>The Authority and Project Co will work together to create the maintenance materials and waste efficiency management plan – to ensure cost efficient maintenance, and the reduction in materials (and energy) consumed and waste produced in maintenance.</p> <p>Liaison with waste management at the Facilities will likely be necessary to ensure that maintenance waste data is properly collated, and more significant waste quantities produced in cyclical replacement is managed in an efficient way (sending as much as possible to re-use or recycling).</p>

Task/ Responsibility	Interface Issues	Proposed Approach
		Project Co will provide training on the performance management system.
		The Facility Premises Team will be able to contact the Helpdesk via email, phone, SMS and facsimile. They will chase any outstanding tasks until completed. Regular reports will be provided to the Facility Representative and the Authority's Representative (for onward distribution to the Facility Premises Team) on the levels of tasks and completion times. These statistics will be benchmarked to determine if a lower number of reactive tasks are being recorded and the probable reasons why.
Loose Equipment	<p>The repair and replacement of Loose Equipment not classified as Group 1 will be retained by the Authority. Project Co will be required to liaise with the Facility Representative (and the Facility Premises Team where this is facilitated by the Facility Representative) on repair and replace methodology to ensure optimum lifecycle performance of items it impacts on i.e. if rubber feet are worn and damaging carpet and vinyl its life can be greatly reduced.</p> <p>To this end, Project Co and the Authority should work together to deliver a best practice resource efficient provision, maintenance, and disposal of Equipment, seeking innovative approaches to reduce costs and save resource consumption. In particular, ad-hoc replacement of furniture (e.g. occasional broken chair) creates complications for sustainable disposal (for re-use or recycling). The composition of some Equipment (made of</p>	<p>The standard and frequency of repair conducted by the Authority shall be in line with the manufacturers O&amp;M manuals. This will ensure that maintenance and lifecycle are not adversely affected.</p> <p>Project Co and the Authority should work together to deliver a best-practice, resource-efficient operation, seeking innovative approaches to reduce costs and ensure Defra's waste hierarchy is followed when disposing of Equipment.</p>

Task/ Responsibility	Interface Issues	Proposed Approach
	metals, rubbers, plastics, wood, foams, adhesives etc.) complicates disposal.	
ICT equipment and infrastructure	<p>The [Authority/School Entities] will need to continue to use [its/their] existing ICT solution in the Facilities. New infrastructure (passive, active and associated components) will be provided by Project Co. A summary of what will be included within this infrastructure can be found in the ICT Responsibility Matrix set out in paragraph 4 of the Authority's Construction Requirements. The Responsibility Matrix shows for each ICT system whether the Authority or Project Co will:</p> <p><b>Specify</b> – determine the technical specification of the solution to meet stated requirements;</p> <p><b>Supply</b> – procure the equipment and services to provide the solution;</p> <p><b>Install</b> – install and commission the equipment;</p> <p><b>Test</b> – confirm the correct working of the equipment and services of the solution;</p> <p><b>Integrate</b> – Authority specific configuration, including implementing any interconnections between systems and applications. Where shared between Authority and Project Co responsibility sits with the Authority but Project Co will provide support including limited resources. The package of</p>	<p>The ICT Responsibilities Matrix sets out the responsibilities for the following ICT systems:</p> <ul style="list-style-type: none"> <li>• Server room &amp; distribution rooms;</li> <li>• Network infrastructure - passive and active;</li> <li>• Local technology – Core;</li> <li>• Local technology – AV;</li> <li>• Automated systems;</li> <li>• Building control and Energy Management Systems;</li> <li>• Fire alarm/detection; and</li> <li>• Telephony, internet and TV signal.</li> </ul>

Task/ Responsibility	Interface Issues	Proposed Approach
	<p>support provided by Project Co is detailed under the relevant sections later in the document; and</p> <p><b>Maintain</b>– provide day-to-day management, repair and replacement of the equipment and services throughout the Project Term.</p>	
Security systems	<p>The Authority (via the Facility Premises Team) will open and close the Facilities and provide security patrols during Core Sessions. They will monitor security and access control systems without amending settings. In addition, they will also assist with the day-to-day operation of external CCTV, Building controls and Energy Management Systems and access control, providing first line attendance and contacting Project Co for specialist support.</p> <p>Internal CCTV systems are the responsibility of the Authority.</p>	Agreed training may be provided to the Facility Premises Team on specialist equipment. This will ensure that staff are competent and can work safely.
	The Authority shall be required to procure that the Facility Premises Team is available for out-of-hours attendance to provide access for Project Co's staff.	Project Co to be advised of an on-call rota so Facility Premises Team can be contacted if necessary.
	Access required for Routine, Lifecycle Replacement and Unprogrammed Maintenance Work purposes to all areas.	Project Co will agree access protocol for Project Co's staff and Sub-Contractors, including the Access to Work Protocol.
Utilities	Project Co will monitor utilities consumption and report to the Authority.	Project Co will provide training on utilities management and operation of Building Controls and the Energy Management Systems (" <b>EMS</b> ").

Task/ Responsibility	Interface Issues	Proposed Approach
	<p>Project Co and the Authority will work together to deliver the energy and water efficiency management plans and targets for resource consumption. A best practice resource efficient operation with all parties seeking innovative approaches to operation will reduce costs and save resource consumption.</p>	<p>Project Co will use the EMS to set up, collate and analyse consumption data and to automatically report and present it to the [relevant] [Authority/School Entity] on weekly, monthly, and annual reporting cycles, as well as automated weekly upload to the Automated Energy Data Collection Portal (eg iSERV cmb/k2n) portal.</p> <p>Project Co will work together with the Authority on initiatives to reduce utility consumption (energy and water) and meet reduction targets and PSs.</p>
Access to Work Protocol	<p>Project Co should use the Access to Work Protocol which ensures that the Facility Premises Team are aware at all times who is working on the Site[s] and the nature and impact of that work. This process is a key component of operating a Health and Safety Management Plan and ensures that all parties know where they stand with respect to responsibilities while on Site.</p>	<p>There needs to be discussion on how best to operate the Access to Work Protocol for the Authority.</p>
Health and Safety	<p>Both parties will be responsible for health and safety within their own areas of responsibility and will have a duty of care to ensure safety of all Facility Users.</p>	<p>Project Co and the individual Facility Representative(s) will develop a joint Health and Safety Management Plan clearly outlining areas of responsibility.</p>
	<p>There must be a clear demarcation of responsibilities particularly around areas where there is a combined approach to delivering services, i.e. Programmed Maintenance, Unprogrammed Maintenance Work and Lifecycle Replacement.</p>	<p>Health and Safety Management Plans compiled by both Project Co and the Authority should clearly outline any specific training that needs to take place to ensure that individuals from both parties are competent to carry out their responsibilities. Individual Health and safety Management Plans must recognise other health and safety management plans.</p>



Task/ Responsibility	Interface Issues	Proposed Approach
Equality Act 2010	The Authority will retain responsibility for compliance with the requirements of Equality Act 2010 at the Site	Project Co will support the Authority in meeting the statutory management obligations for the Equality Act 2010 and will ensure that all their systems are compliant with Law.
Fire Safety Management	<p>The Authority will retain responsibility for the Fire Safety Management Plan including Fire Risk Assessment.</p> <p>Project Co will be responsible for the firefighting equipment and the Authority (through the Facility Premises Team) will complete statutory tests on fire systems and update log books.</p>	<p>Project Co will support the Authority in the meeting of statutory management obligations by maintaining the written Fire Safety Management Plan and will ensure that all systems are statutory compliant.</p> <p>A list of Programmed Maintenance tasks to be undertaken by Project Co is to be included in the Schedule of Programmed Maintenance and the Fire Safety Management Plan.</p> <p>The Facility Premises Team will be given training to undertake these tasks and provided with the necessary risk assessments and method statements.</p>
Insurance	All parties must hold the appropriate insurances for the services that they are responsible for undertaking.	This will be established during the mobilisation phase but must appear on the routine agenda at least on a 6-monthly basis to ensure that appropriate insurances are updated.
Grounds Maintenance	Subject to paragraph [2.30] of this Service Level Specification, Grounds Maintenance will come under the responsibility of the Authority. Liaison between Project Co and the Authority will permit works to be carried out in sympathy with Authority requirements.	<p>The Facility Premises Team and Project Co will have regular informal and formal meetings to discuss planned/reactive Grounds Maintenance works and lifecycle replacement programmes.</p> <p>A list of Programmed Maintenance tasks to be undertaken by Project Co shall be included in the Schedule of</p>

Task/ Responsibility	Interface Issues	Proposed Approach
	<p>The Facility Premises Team will be expected to undertake the following tasks:</p> <ul style="list-style-type: none"> <li>• daily litter collection;</li> <li>• emptying of bins;</li> <li>• remove litter and leaves from gullies; and</li> <li>• snow and ice clearance and gritting of all access roads and paths.</li> </ul>	<p>Programmed Maintenance. The Facility Premises Team will be given training to undertake these tasks and provided with the necessary risk assessments and method statements.</p>
		<p>Project Co and the Authority should work together to deliver a best-practice, resource-efficient operation, seeking innovative approaches to reduce costs and save resource consumption in grounds maintenance. Green waste should be composted.</p>
Caretaking and Portering	<p>Day to day programmed maintenance and minor repair work to Building and components.</p> <p>There are a number of the first line remediation/maintenance tasks that the Facility Premises Team will be required to undertake.</p> <p>The Facility Premises Team will require the necessary PPE and tools to undertake Programmed and Unprogrammed Maintenance Work.</p>	<p>A list of typical Unprogrammed Maintenance Work will be agreed with the Authority.</p> <p>A list of PPM tasks to be undertaken by the Facility Premises Team is to be included in the Schedule of Programmed Maintenance.</p> <p>Facility Premises Team will be given training to undertake these tasks and provided with the necessary risk assessments and method statements.</p>

Task/ Responsibility	Interface Issues	Proposed Approach
		Project Co will identify the PPE and tools required for maintenance purposes. These will be provided by the Authority.
Catering	The management of catering services will be retained by the Authority.	The Facility's Premises Team and Project Co will have regular informal and formal meetings to discuss access arrangements for maintenance.
	Project Co will require liaison with the Facility's Premises Team on cooking, cleaning (daily and periodic), and usage methodology for the catering equipment.	Caterers to use and clean equipment in line with manufacturers' instructions and Good Industry Practice. Authority to be able to provide evidence that has been undertaken. Caterers to adopt "Good Industry Practice" and minimise contributing to maintenance costs, e.g. fats & oils not disposed of via drains.
	<p>Project Co will work closely with the Facility Premises Team to ensure that they can undertake both responsive and Programmed Maintenance on catering equipment and associated plant within the agreed response times.</p> <p>Project Co and the Authority will be working together to deliver a best practice resource efficient operation of catering, seeking innovative approaches to reduce the very high costs of food wastage, and saving energy and water.</p>	<p>Schedules of Programmed Maintenance will be in consultation with the Authority and as far a possible be scheduled out of the Core Sessions/Day and during holiday periods.</p> <p>Project Co to work with the Authority to offer and implement innovative solutions to reduce food wastage and kitchen energy and water consumption – and help the catering Project Co to meet Performance Standards for food waste reduction set by the Authority.</p>
	Where applicable, administrative management of any cashless catering systems will be the responsibility of the Authority.	

**[Section 3: Specific Tasks to be carried out by the Facility Premises Team and frequencies**

The following tasks are required to be carried out by Facility Premises Team staff, subject to amendment depending on capabilities of Facility Premises Team at the [relevant] Facility after training by Project Co.

All defects identified by the Facility Premises Team during the below tasks are to be reported to the Helpdesk following inspection.

Item	Task	Frequency per annum
Heating pipe work	Visual inspection	1
Thermostatic radiator valves	Visual inspection and operational check	1
Thermal insulation	Inspect & where appropriate make good	1
Sinks / lab sinks	Visual inspection	1
Wash hand basins	Visual inspection	1
WCs including cisterns and flushing device	Visual inspection / operational check	4
Shower mixers	Temperature check	4
Shower trays	Visual inspection	12
Shower heads / taps	Clean	52
Drinking fountains	Visual inspection / operational check	52
Urinals	Trap cleaning	12
Flush controllers	Operational check	4
Plumbing pipe work	Visual inspection	1
Waste pipe work	Visual inspection	1

<b>Item</b>	<b>Task</b>	<b>Frequency per annum</b>
Lighting	Lamp inspection (visual)	12
Emergency lighting	Visual inspection / testing	12
Stage lighting	Visual inspection	12
Fire alarm	Weekly testing and sounding	52
Building fabric	Inspection and defects reported	12
Gutters / down pipes	Cleaning	4
Grounds	Visual inspection and defects reported	52
Sports pitches	Re-marking	4
Drainage gulleys	Visual inspection / cleaning	12
Roof	Integrity / water penetration check	4
Doors & ironmongery	Check, alter and re-hang	2
Furniture	Asset and condition check	4
Firefighting equipment	Visual inspection and defects reported to Helpdesk	52
First Aid equipment	Inspection and replenishment outside of plant rooms	52
General	Inspections to ensure compliance with the Service Quality Standards set out at Annex 2 of the Services Level Specification	52 (unless identified separately above)

### Section 3: Helpdesk

1. The Helpdesk will provide a single point of contact for the Authority and [each]/[the] [School Entity] under this Agreement;
2. The Helpdesk will be operational between 7.00 a.m. and 5.00 p.m. Monday to Friday. Outside these hours an emergency call-out service will be available 24 hours per day, 365 (366 in leap years) days per year. Each Facility will establish a list of Facility Representatives. (The number on each site will vary depending on size of site and other factors.)
3. The Helpdesk and contract management software will provide a number of integrated packages which will allow the following tasks to be undertaken:
  - 3.1 Programmed Maintenance scheduling, work request generation and outcome completed in Helpdesk records;
  - 3.2 reactive maintenance, work request generation, and outcomes completed in Helpdesk records;
  - 3.3 Helpdesk request / contact logging and tracking;
  - 3.4 energy targeting and monitoring and consumption recording;
  - 3.5 performance monitoring and reporting;
  - 3.6 report generation; and
  - 3.7 asset registers, logging and tracking.
4. Project Co staff will be trained to process all requests and queries in an efficient manner.
5. To ensure a friendly, readily accessible, efficient and direct route for communication for all Facilities to the management and service delivery team, Project Co will establish and operate a Helpdesk. This will provide a single point of contact for all.
6. The Helpdesk staff will be tasked with “owning” requests and reported problems and will persist in their efforts to resolve any matter until the Facility has received a satisfactory outcome, whilst maintaining contact with the originator throughout the process. This process is aimed at reducing the involvement of the Facility staff to a minimum whilst reassuring them that every matter that they report is being dealt with. To aid this process the Helpdesk staff are trained to identify the four main parts of any Helpdesk request. These are:
  - 6.1 who is the authorised person making the request;
  - 6.2 which location requires attention;

6.3 what action is required; and

6.4 who is going to provide the response?

7. Subsequently the Helpdesk operator will record the attendance provided and inform the originator of the actions taken. A record will be maintained which will show for each request the date, time and outline detail, action taken and by whom. This record will then be available for consideration at the regular review meetings between Project Co and the Authority.]

#### **Section 4: Soft Services Training Plan**

##### **Key to Soft Services Training Plan Table:**

X	=	training provided
PRE-COM	=	Prior to the [relevant] Actual Completion Date [in respect of each Facility]
POST-COM	=	After [relevant] the Actual Completion Date [in respect of each Facility]
SMT	=	Senior Management Team or its nominee

The activities detailed below are to be carried out in accordance with the Final Commissioning Programme.



	<b>Training on new build system will be provided for the following areas:</b>	<b>Timing</b>	<b>Hard FM (Service Provider) Team</b>	<b>Facility Premises Team</b>	<b>Soft Services Team</b>	<b>Teaching Staff</b>
1.	Contacting the Helpdesk (Overview)	Pre-COM	X	X	X	X SMT
2.	Contacting the Helpdesk (Detailed)	Pre-COM	X	X		
3.	Accessing data and running reports	Pre-COM	X	X		
4.	Building User Guide	Pre-COM	X	X	X	X SMT
5.	Building and grounds familiarisation and tour (Maintenance)	Pre-COM	X	X		
6.	CAFM system overview	Pre-COM	X	X		
7.	Data entry, management and reporting	Pre-COM	X Helpdesk			
8.	PPM issue and completion	Pre-COM	X	X		

9.	Reactive Project works logging, control and completion	Pre-COM	X	X		
10.	Purchase ordering	Pre-COM	X	X		
11.	Responding to service user queries	Pre-COM	X	X		
12.	Tour of the Building(s) and grounds (Site familiarisation)	Pre-COM Post-COM tours will be provided	X	X	X	X
13.	Room User Guide	Pre-COM				X
14.	Inspection of External/Facades etc	Pre-COM	X	X		
15.	Roof access, mansafe systems	Pre-COM	X	X		
16.	Location of utility meters	Pre-COM	X	X		
17.	Plant and equipment relating to heating and hot water system i.e. boilers, isolation points	Pre-COM	X	X		

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18.	Plant and equipment relating to any renewable energy system or LZC technology, i.e., heat pumps, PV panels, biomass boilers, wind turbines, etc.	Pre-COM	X	X		
19.	Plumbing/cold water system, isolation points	Pre-COM	X	X		
20.	Electrical systems, power circuits, distribution boards	Pre-COM	X	X		
21.	Ventilation systems, location, access and controls	Pre-COM	X	X		
22.	All local room controls ie heating, ventilation, windows, lighting etc	Pre-COM followed up Post- COM	X	X	X	X
23.	Uninterruptible power supply systems	Pre-COM	X	X		
24.	Electric vehicle charging points	Pre-COM	X	X	X	X

25.	Building control and Energy Management systems	Pre-COM	X	X		
26.	Fire alarm - panel, sounders (audio and visual), heat and smoke detectors, paging systems, deaf alarm	Pre-COM	X	X	X	X
27.	Fire fighting equipment, extinguishers, hydrants	Pre-COM	X	X	X	X
28.	Intruder alarm - panel and sensors	Pre-COM	X	X		X
29.	Intruder alarm - handover of codes	Pre-COM	X	X		
30.	Access control - software and sensors	Pre-COM	X	X	X	X
31.	CCTV - software and cameras	Pre-COM	X	X		X SMT

32.	Class change - software and sounders	Pre-COM	X	X		X SMT
33.	PA system - software and sounders	Pre-COM	X	X		X SMT
34.	Audio devices for aiding hearing and learning	Pre-COM, followed up Post-COM	X	X		X
35.	Audio visual devices in the classroom and teaching spaces	Pre-COM, followed up Post-COM	X	X		X
36.	Lighting system - internal, lamp controls/override capability	Pre-COM, followed up Post-COM	X	X	X	X
37.	Lighting system - external, lamp controls/override capability	Pre-COM, followed up Post-COM	X	X	X	X SMT
38.	Lighting - internal classroom controls	Pre-COM, followed up Post-COM	X	X	X	X

39.	Lighting - internal sports/hall/dining/studio lamp controls override/ capability	Pre-COM, followed up Post-COM	X	X	X	X
40.	Lighting - external sports pitch controls	Pre-COM, followed up Post-COM	X	X		X
41.	Emergency lighting	Pre-COM	X	X		
42.	Emergency stop circuits i.e. technology/home economics/science labs	Pre-COM, followed up Post-COM	X	X	X	X
43.	Telephone system - software	Pre-COM, followed up Post-COM	X	X		X
44.	Telephone system - handsets	Pre-COM, followed up Post-COM	X	X		X
45.	IT/data systems	Pre-COM, followed up Post-COM	X	X		X
46.	Joint inspection of building clean	Pre-COM	X	X		X SMT

47.	Kitchen equipment, cooking, refrigeration, water and energy management, ventilation, drainage, waste management - demo / training / daily maintenance	Pre-COM	X	X	X	
48.	Cashless catering system	Pre-COM, followed up Post-COM	X	X	X	
49.	Lifts	Pre-COM, followed up Post-COM	X	X	X	X
50.	Hoists	Pre-COM, followed up Post-COM	X	X		X
51.	Electronic security gates	Pre-COM	X	X		
52.	Door internal, manual and automatic	Pre-COM, followed up Post-COM	X	X	X	X
53.	Door external, manual and automatic	Pre-COM, followed up Post-COM	X	X	X	X

54.	Folding doors	Pre-COM, followed up Post-COM	X	X		X
55.	Window and room ventilation controls - winter and summer mode	Pre-COM, followed up Post-COM	X	X		X
56.	Black out blinds and blinds in classrooms and occupied areas	Pre-COM, followed up Post-COM	X	X		X
57.	Locking mechanisms, keys	Pre-COM, followed up Post-COM	X	X	X	X
58.	Access systems	Pre-COM, followed up Post-COM	X	X	X	X
59.	Equipment - fume cupboards	Pre-COM, followed up Post-COM	X	X		X
60.	Equipment - Design and Technology Equipment	Pre-COM, followed up Post-COM	X	X		X
61.	Electric vehicle charging points	Pre-COM, followed up Post-COM	X	X		X



62.	Equipment- - heat bay equipment	Pre-COM, followed up Post-COM	X	X		X
63.	Equipment- - light and sound equipment	Pre-COM, followed up Post-COM	X	X		X
64.	Equipment – specialist ventilation, dust collection/extract systems, fume extract ventilation systems, etc	Pre-COM, followed up Post-COM	X	X		X
65.	Equipment - library security	Pre-COM, followed up Post-COM	X	X		X
66.	Equipment- kiln	Pre-COM, followed up Post-COM	X	X		X
67.	Waste management including waste hierarchy	Pre-COM, followed up Post-COM	X	X	X	X
68.	Asbestos management and awareness (Retained / refurbished buildings)	Post-COM	X	X	X	X SMT
69.	Room user guide	Pre-COM followed up Post-COM	X	X	X	X

70.	Building locking up and opening guide	Pre-COM followed up Post-COM	X	X	X	X
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**[Section 5: Project Co FM Team Structure]**

## Appendix C - Statutory Inspection, Testing and Maintenance Requirements

The following table details the Statutory Testing required. All tests shall be undertaken by Project Co unless specifically stated (highlighted in *RED Italics* below). Any Programmed Maintenance tasks that are to be carried out by the Authority do not supersede or replace the need for Statutory Testing; they are to promote routine operational testing and aid early identification of problems.

Item	Test Frequency	Regulation
Air Conditioning Systems	Annual certified inspection for leakage of refrigerant and minimum five (5) yearly inspection of system by qualified energy assessor	Fluorinated Greenhouse Gas Regulations 2015 and Energy Performance of Buildings (Certificates and Inspections (England and Wales) Regulations 2012
Compressors, Pressure Vessels and Compressed Air	Annually, with suitable Written Scheme of Examination (WSE) in place. Inventory of Equipment maintained and up to date, examinations to be carried out by a competent person.	Pressure System Safety Regulations 2000.
Emergency Lighting	<i>Monthly</i> , annually and three (3) yearly tests basis in accordance with BS5266: Part 1: 1999.	Regulatory Reform Fire Safety Order (RRFSO) 2005.
Fixed Electrical Wiring Installation	Five (5) year test (swimming pools annually) by the NICEIC registered Project Co.	Electricity at Work Regulations 1989.
Fire Safety Risk Assessment	Annually or sooner if there is a change in circumstances under the Regulatory Reform (Fire Safety) Order 2005.	Regulatory Reform Fire Safety Order (RRFSO) 2005.
Fire Alarms	Quarterly, annually, three (3) yearly inspections by a competent electrician in accordance with BS 5839 Part 1: 1988. <i>Weekly testing by the [Authority]/ [School Entity]</i>	Regulatory Reform Fire Safety Order (RRFSO) 2005.
Fire Fighting Equipment (including extinguishers, fire blankets and hoses)	All Portable firefighting equipment must be serviced annually by a specialist contractor and recorded in a log book.	Regulatory Reform Fire Safety Order (RRFSO) 2005.
Gas Boilers	Annual servicing and testing of gas appliances by a Specialist Gas Safe registered Project Co.	Gas Safety (Installation and Use) Regulations 1998.
Gas Appliances Safety Check (including catering equipment)	Annual servicing and testing of gas appliances by a Specialist Gas Safe registered Project Co.	Gas Safety (Installation and Use) Regulations 1998.

Item	Test Frequency	Regulation
Gas soundness testing	Annual.	Gas Safety (Installation and Use) Regulations 1998.
Lift Insurance	6-monthly checks and certification by the Insurance Company.	Lifting Operations and Lifting Equipment Regulations 1998.
Lifts (Passenger)	6-monthly as detailed by the manufacture. Suitable Written Scheme of Examination (WSE) in place. Planned Preventative Regime in place. Annual, five (5) year and ten (10) year tests by qualified person.	Lifting Operations and Lifting Equipment Regulations 1998.
Lifts ( Non Passenger)	6-monthly as detailed by the manufacture. Suitable Written Scheme of Examination (WSE) in place. Planned Preventative Regime in place. Hand powered service lifts and platforms hoists, annual checks, annual insurer's inspection, and a five (5) yearly safety gear test in accordance with BS 5655 : Part 14 : 1995.	Lifting Operations and Lifting Equipment Regulations 1998.
Lifts (Powered Stair)	6-monthly as detailed by the manufacture. Suitable Written Scheme of Examination (WSE) in place. Planned Preventative Regime in place. Annual insurer's inspection, an annual Programmed Maintenance inspection in accordance with British Standard (BS) 5776: 1996.	Lifting Operations and Lifting Equipment Regulations 1998.
Lightning Conductors	Every eleven (11) months in accordance with BS 6651: 1999.	Health and Safety at Work Act etc, 1974.
Local Exhaust Ventilation (including Chimneys / Flues) and Fume Cupboards	Every fourteen (14) months or less, in accordance with manufacturer's guidance. Planned Preventative Regime in place.	Control of Substances Hazardous to Health (COSHH) Regulations.
Playground Equipment, Adventure Areas and Gym Equipment	Annual inspection and maintenance by a specialist company (as detailed by the Manufacturer). <i>In addition, [Authorities]/ [School Entities] should undertake a weekly visual inspection (to check for loose bolts and screws etc).</i>	Management of Health and Safety at Work Regulations 1999 and Provision and Use of Work Equipment Regulations 1998.
Portable Appliance Testing	Annual ( <i>desirable</i> ). All portable appliances must be tested at the correct frequency and then labelled and dated to confirm the test in accordance with the IEE Code of	Electricity at Work Regulations 1989.

Item	Test Frequency	Regulation
	Practice for Service Inspection and Testing Electrical Equipment.	
Powered Pedestrian Doors	6-monthly checks and annual test in accordance with BS7036: 1996 Parts 1, 2 and 3.	Management of Health and Safety at Work Regulations 1999.
Water Quality Sampling: Temperature	<p><i>Monthly temperature checks should be undertaken by the [Authority]/[School Entity], supported by an on-site risk assessment undertaken by a specialist in legionella testing company.</i></p> <p><i>Tests by the [Authority's]/[SchoolEntity's] Staff as required by Project Co's Water Quality and Efficiency Plan document which is a requirement of the Authority's Construction Requirements</i></p>	Control of Substances Hazardous to Health (COSHH) Regulation and Approved Code of Practice & Guidance - The Control of Legionella Bacteria in Water Systems (L8).
Water Quality Sampling	Annually. Water tests need to be carried out and test results checked as required by Water Quality and Efficiency Plan. Water risk assessment and control method to be reviewed every two (2) years.	Water Act 1989, Water supply (water quality) Regulations 1994, and amended 1991 Food Safety Act.
Refrigeration systems	Inspect and check systems for leaks at regular intervals in accordance with the F-Gas regulations using an approved and properly qualified technician. The inspection regime will depend upon quantities and types of refrigeration equipment installed.	F-Gas regulations

## **Appendix D – Minimum Residual Life Expectancy Requirements**

The Facilities shall be specified as having a life of sixty (60) years or more.

The following table sets out the Minimum Residual Life Expectancy Requirements of key Building Elements, the purpose of which is to manage the frequency at which the replacement of Lifecycle Assets takes place. Where the Minimum Residual Life Expectancy Requirements are deemed to have a significant impact on capital expenditure which is disproportionate to the benefit, Project Co is encouraged to offer best value components to achieve optimum solutions. Where alternative Minimum Residual Life Expectancy Requirements are proposed by Project Co this must be accompanied by an assessment of how the disruption and impact on the operation of the Facilities is balanced and justified against the overall whole life cost benefit to the Project.

<b>Building Element</b>	<b>Building Element Sub-type</b>	<b>Minimum Life Expectancy Requirement (at the Actual Completion Date [in respect of the Main Works or Actual Post Completion Works Date in respect of the Post Completion Works])</b>	<b>Minimum Residual Life Expectancy Requirement at the Expiry Date</b>	<b>No. Business Days prior to Expiry Date for Handback Survey<sup>20</sup></b>
Substructure	Foundations	60 years	35 years	
	Slab	60 years	35 years	
Structure	Walls	60 years	35 years	
	Upper floors	60 years	35 years	
	Roof structure	60 years	35 years	
	Structural frame	60 years	35 years	
	Stairs	60 years	35 years	
Underground Drainage	Tanks, leaf filters, SUDs attenuation cells and systems pipes, inspection chambers	60 years	35 years	
External envelope	Roof coverings	30 years and easily overlaid, over-coated, upgraded or replaced without affecting the structure or deck below	5 years	

<sup>20</sup> To be completed on a project specific basis

Building Element	Building Element Sub-type	Minimum Life Expectancy Requirement (at the Actual Completion Date [in respect of the Main Works or Actual Post Completion Works Date in respect of the Post Completion Works])	Minimum Residual Life Expectancy Requirement at the Expiry Date	No. Business Days prior to Expiry Date for Handback Survey <sup>20</sup>
	External walls / cladding	40 years	15 years	
	Windows and external doors	25 years	10 years	
	Roof lights	25 years	10 years	
Rainwater disposal installations	Rainwater pipes, hoppers and gutters	25 years	10 years	
Canopies	Frame and roof covering	20 years	10 years	
Internal partitions	Non-loadbearing partitions	30 years	10 years	
Internal doorsets	Internal doors	20 years	10 years	
Internal ironmongery	Internal ironmongery (including finger guards)	10 years	5 years	
Roller Shutters	Between the Kitchen server and hall and Facility reception hatch. These may need to be fire-rated depending on Project Co's fire strategy	20 years	10 years	
Internal Guarding	Internal guarding to stairs and ramps	20	5 years	
Internal Finishes	Floor finishes	10 years	5 years	
	Decorations	5 years <sup>21</sup>	3 years	
	Tiling	15 years	5 years	

<sup>21</sup> Time to first repaint. Some finishes allow partial repaint and touching up before first repaint is required.



Building Element	Building Element Sub-type	Minimum Life Expectancy Requirement (at the Actual Completion Date [in respect of the Main Works or Actual Post Completion Works Date in respect of the Post Completion Works])	Minimum Residual Life Expectancy Requirement at the Expiry Date	No. Business Days prior to Expiry Date for Handback Survey <sup>20</sup>
	Ceiling finishes (suspended and plasterboard)	20 years	10 years	
	Sanitary fittings	20 years	5 years	
	Integrated plumbing system (IPS)	15 years	5 years	
Building Services	Engineering services (major components) and sprinklers	In accordance with CIBSE Guide M Table Appendix 12.A1 and below	See below	
	Waste installations	30 years	5 years	
	HVAC installations	20 years	10 years	
	Electrical installations	30 years	5 years	
	Security and communication installations	15 years	5 years	
	Catering Kitchen ventilation canopy	20 years	10 years	
	Photo-voltaics and other renewables	20 years	15 years	
ICT Passive Infrastructure	Wired and wireless infrastructure including cabling, containment and routing	15 years <sup>22</sup>	15 years	
	Sockets	10 years	5 years	

<sup>22</sup> Project Co shall note that although ICT Passive Infrastructure may have a life cycle exceeding 15 years it is anticipated that the ICT Passive Infrastructure will be technologically obsolete after 15 years and Project Co will be required to replace this ICT Passive Infrastructure once during the Project Term, timing to be agreed with the Authority.

Building Element	Building Element Sub-type	Minimum Life Expectancy Requirement (at the Actual Completion Date [in respect of the Main Works or Actual Post Completion Works Date in respect of the Post Completion Works])	Minimum Residual Life Expectancy Requirement at the Expiry Date	No. Business Days prior to Expiry Date for Handback Survey <sup>20</sup>
Sanitary and Catering Fittings		20 years	10 years	
Lifts (including controls)		15 years	5 years	
External space	Roads and paving	40 years	10 years	
	Fencing	15 years	5 years	
	Hard surfaced play areas	20 years	10 years	
	External furniture	10 years	5 years	
	Door barriers	20 years		