

## **SCHEDULE 13 – PLANNED MAINTENANCE**

### **1. PLANNED MAINTENANCE**

The Contractor may carry out Planned Maintenance at the Facilities during the Service Period in accordance with this Schedule 13 Planned Maintenance includes repairs and maintenance and life cycle replacement.

### **2. MAINTENANCE PHILOSOPHY**

2.1 The Contractor will maintain the Facilities using a philosophy based upon a proactive reliability centred maintenance approach. The Contractor's maintenance activities will be coordinated through the use of a computerised maintenance management system ("CMMS").

2.2 The Contractor will provide sufficient qualified multi-skilled electrical and mechanical maintenance staff, suitably trained and managed by a maintenance lead, to ensure the Facilities are available to meet the requirements of the Contract. Where specialist maintenance skills are required these will be provided by outsourced specialist sub-contractors.

2.3 The Contractor will maintain the Facilities in accordance with Good Industry Practice and in compliance with the Environmental Permit.

2.4 The Contractor will provide sufficient spare parts and consumables to ensure the Service is maintained at all times.

2.5 In carrying out life cycle replacement of process machinery and equipment, the Contractor will take advantage of any reasonable economically viable upgrades or new process technologies throughout the anticipated life cycle replacement schedule for machinery and equipment provided this improves the overall operational performance.

2.6 Mobile plant and road going vehicles operated by the Contractor will be maintained in compliance with manufacturers' recommendations.

### **3. REQUIREMENTS FOR PLANNED MAINTENANCE**

3.1 Planned Maintenance must:

- (a) be agreed in accordance with the process set out in paragraph 4 (Agreed Process);
- (b) fall within the activities set out in paragraph 5 (Maintenance Activities); and

- (c) be carried out in accordance with the provisions of paragraph 6 (Carrying out Planned Maintenance).

#### 4. **AGREED PROCESS**

4.1 The Contractor shall present to the Councils' Representative, a Planned Maintenance Plan for the relevant Facility within twenty (20) Business Days of the Service Commencement Date which shall set out the Planned Maintenance for the relevant Facility for the period up to the end of the Contract Year following the Service Commencement Date and thereafter not earlier than three (3) Months prior to the start of each Contract Year, setting out the Planned Maintenance for the relevant Facility for the forthcoming Contract Year.

4.2 Each Planned Maintenance Plan shall set out:

- (a) the Planned Maintenance for the relevant Facility for the relevant Contract Year;
- (b) the estimated costs; and
- (c) the proposed timetable upon which such works are to be effected.

4.3 Each Planned Maintenance Plan presented in accordance with paragraphs 4.1 and 4.2 of this Schedule 13, shall be considered by the Councils' Representative within six weeks of presenting the same.

4.4 Subject to paragraph 6 (Carrying out Planned Maintenance):

- (a) the Councils' Representative shall seek to agree each Planned Maintenance Plan (such agreement not to be unreasonably withheld or delayed); and
- (b) failing agreement under paragraph 4.4.(a) the Planned Maintenance Plan shall be determined pursuant to the Dispute Resolution Procedure.

4.5 Paragraph 4.6 shall apply where the Contractor could not have reasonably foreseen additional maintenance activities when compiling a Planned Maintenance Plan or the Contractor wishes to reschedule Planned Maintenance activities contained within a Planned Maintenance Plan and the change to the Planned Maintenance Plan:

- (a) is of a significant nature;
- (b) has a value in excess of fifty thousand pounds (£50,000) (indexed); and
- (c) will affect the ability of the relevant Facility to provide the Service.

4.6 Where the conditions referred to in paragraph 4.5 are met:

- (a) the Contractor shall present to the Councils' Representative a revision to the relevant Planned Maintenance Plan as soon as is reasonably practicable, and in any case at least fifteen (15) Business Days before the maintenance activity or activities in question are due to commence; and
- (b) the Contractor's Representative shall meet with the Councils' Representative within ten (10) Business Days of presenting the revision to the Planned Maintenance Plan; and
- (c) subject to paragraph 6 (Carrying out Planned Maintenance):
  - (i) the Councils' Representative shall agree the revision to the relevant Planned Maintenance Plan (such agreement not to be unreasonably withheld or delayed); or
  - (ii) failing agreement under paragraph 4.6 (b), the revision to the Planned Maintenance Plan shall be determined pursuant to the Dispute Resolution Procedure.

## 5. MAINTENANCE ACTIVITIES

5.1 Only the following Planned Maintenance activities will fall under this Schedule 13:

- (a) activities affecting or potentially affecting the operation of the Facilities, including:
  - (i) routine operational checks, planned inspections, adjustments and servicing designed to ensure that building components, installed fixed furniture, fittings and equipment, installed mechanical and electrical plant, systems and equipment are operating within design parameters;
  - (ii) the inspection of plant and equipment to ensure compliance with statutory requirements;
  - (iii) the routine servicing and adjustment of installed mechanical and electrical plant, systems and equipment arising from continuous or periodic measurement of defined condition parameters;

- (iv) street cleansing to ensure compliance with statutory requirements and highway maintenance with regard to those roads within the relevant Site, to the extent that this affects access to the relevant Facility;
  - (v) periodic cleaning of floors, walls etc.;
  - (vi) redecoration programme - internal;
  - (vii) replacement programme for furniture, fittings, plant and equipment; and
  - (viii) building fabric and external assets replacement programme.
- (b) activities which are unlikely to affect the operation of the relevant Facility, including:
- (i) minor highway maintenance with regard to those roads within the relevant Site;
  - (ii) the routine servicing and inspection of CCTV and alarm systems;
  - (iii) periodic external window cleaning;
  - (iv) redecoration programme - external;
  - (v) periodic grounds maintenance; and
  - (vi) routine inspections for pest control.

## 6. **CARRYING OUT PLANNED MAINTENANCE**

- 6.1 The Contractor will use its reasonable endeavours to carry out Planned Maintenance of a type which falls within paragraph 5.1 of this Schedule 13 outside of the hours of operation of the relevant Facility and/or within the Shutdown Period for the relevant Contract Year, in accordance with the relevant Planned Maintenance Programme, the Output Specification and Good Industry Practice but may carry out such Planned Maintenance (in accordance with the Output Specification and Good Industry Practice) for the relevant Contract Year during the operating hours of the relevant Facility insofar that it does not interfere with the operation of the relevant Facility.
- 6.2 For the avoidance of doubt where the Contractor fails to comply with the provisions of paragraph 6.1 of this Schedule 13 the operation of the Facilities is affected the provisions of Schedule 4 (Payment Mechanism) shall apply.

7. **REPORTING TO THE COUNCILS**

7.1 A schedule of the Planned Maintenance for the following Month will be submitted to the Councils in the Monthly Service Report.

7.2 By not later than twenty (20) Business Days of the end of the first Contract Year after the Service Commencement Date and the end of each subsequent Contract Year, the Contractor shall present to the Councils' Representative a statement which shall set out:

- (a) any changes to the general philosophy and approach to maintenance and life cycle replacement followed by a detailed description of the maintenance regime which will be applied to the Facilities for the subsequent Contract Year;
- (b) the actual life cycle maintenance to and/or renewal of the relevant Facility carried out during that Contract Year;
- (c) whether the Planned Maintenance was carried out in accordance with the relevant Planned Maintenance Plan and if not, an explanation as to why such maintenance was not so carried out;
- (d) statistics identifying in all material respects the consolidated maintenance records of the various components of the building, plant and equipment of the relevant Facility;
- (e) any additions or amendments to the General Maintenance Plan;
- (f) the costs and expenses incurred by the Contractor;
- (g) all transfers to and withdrawals from the LRA Account during that Contract Year;
- (h) the current balance of the LRA Account at that date; and
- (i) any further information that the Councils may reasonably require in order to verify the report.

7.3 The Contractor shall promptly provide to the Councils such information as it reasonably requires in order to verify a report provided pursuant to paragraph 7.1 of this Schedule 13.