



EVERSHEDS

Dated

2010

- (1) NORTH EAST LINCOLNSHIRE COUNCIL
- (2) BALFOUR BEATTY WORKPLACE LIMITED

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**Schedule 29**

Corporate Asset Management Service Information Schedule

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1. **DEFINITIONS**

- 1.1 Terms used in this **Schedule 29** (Corporate Asset Management Service Information) shall have the meaning given to them in **clause 1** of this Agreement (Definitions and Interpretation) and if not defined in **clause 1** of this Agreement shall have the meanings given to them in this **paragraph 1.1**.

In this **Schedule 29** (Corporate Asset Management Service Information), unless otherwise stated, references to "paragraph" and "Parts" shall be to paragraphs or Parts of this **Schedule 29** (Corporate Asset Management Service Information).

- 1.2 The following terms shall have the following meanings in this **Schedule 29**

<b>"ABEng"</b>	Associate of the Association of Building Engineers;
<b>"Allotment Management"</b>	the services described in paragraph 3.2.4 of this Schedule;
<b>"Allotment Strategy"</b>	the Council policy on the Council owned allotments;
<b>"AMP"</b>	the Asset Management Plan;
<b>"Asset Register"</b>	the record of Council owned land or property which is managed and maintained by the Corporate Asset Management Service;
<b>"BREEAM"</b>	the BRE Environmental Assessment Method;
<b>"Building Control"</b>	the Council's partnership with East Lindsey District Council (LINCS Building Consultancy) or where appropriate a similar or equivalent organisation;
<b>"Building Maintenance Unit"</b>	the unit within the Asset Management Service which has primary responsibility for the building work;
<b>"Business Centre Portfolio Service"</b>	the services set out in this Schedule 29 (Corporate Asset Management Service Information);
<b>"Capital"</b>	the strategy which shows how the Council's

<b>Investment Strategy</b>	capital programme is formulated and designed including the identification of issues and options and how the resources within the Council's capital programme will be managed;
<b>"Capital Works"</b>	the works associated with the delivery of the Council's capital programme;
<b>"Care Trust Plus"</b>	the North East Lincolnshire Care Trust Plus;
<b>"CDM"</b>	the Construction (Design and Management) Regulations 2007;
<b>"CDM Co-ordinator Services"</b>	the services set out in <b>paragraph 3.2.22</b> of Schedule 30 (Architects);
<b>"CIBSE"</b>	the Chartered Institute of Building Services Engineers;
<b>"Cleethorpes IDP"</b>	the Cleethorpes Integrated Development Plan;
<b>"Clerk of Works Services"</b>	the services set out in <b>paragraph 3.2.16</b> of Schedule 30 (Architects);
<b>"Commercial Property Portfolio"</b>	the properties which are managed and leased (or licensed) out at market rental or fee levels;
<b>"CAMP"</b>	the document the Partner(s) shall be required to produce that details existing asset management arrangements and outcomes and planned action to improve corporate asset use;
<b>"Corporate Asset Management Service"</b>	the services set out in this Schedule 29 (Corporate Asset Management Service Information);
<b>"Corporate Safety Standard for the Management &amp; Control of Asbestos"</b>	the Council's standard for the management of asbestos containing materials within its property portfolio;
<b>"Council Contract Procedure Rules"</b>	the rules set out in Schedule 3 (Delegation Protocol);
<b>"Council's Capital</b>	the programme of works associated with the

<b>Programme"</b>	delivery of the Council's capital budget for building construction projects;
<b>"Contract Procedure Rules" or "CPR"</b>	the Contract Procedure Rules in force from time to time - the Council's procedures for ensuring procurement regulations are adhered to;
<b>"CSF"</b>	Critical Success Factor;
<b>"DDA"</b>	the Disability Discrimination Act 1995;
<b>"Directorate Asset Management Plans"</b>	the plan for each department within the Council contained in the CAMP;
<b>"ERA"</b>	the Economic Regeneration Agency;
<b>"Estates and Valuation Service"</b>	the estates and valuation service as described in this Schedule 29 (Corporate Asset Management Service Information);
<b>"Facilities Management Service"</b>	the service set out in <b>paragraph 3.2.13</b> of this Schedule 29 (Corporate Asset Management Service Information);
<b>"ICW"</b>	the Institute of Clerk of Works of Great Britain;
<b>"IDeA"</b>	the Improvement and Development Agency which is a government agency;
<b>"IEE"</b>	the Institute of Electrical Engineers;
<b>"IENG"</b>	an Incorporated Engineer;
<b>"IPF"</b>	the Institute of Public Finance;
<b>"LI"</b>	the Landscape Institute;
<b>"LPPI"</b>	the Local Property Performance Indicator;
<b>"Maintenance"</b>	any maintenance, upkeep, repair, replacement or renewal of any part of any building on site including Plant or equipment in accordance with the service availability and response times as set out in the Council's required response times as set out in this Schedule, Best Industry Practice and any applicable legislation, including Plant or equipment and "Maintain" shall be construed

accordingly;

<b>"Markets Service"</b>	the services set out in <b>paragraph 3.2.41</b> of this Schedule 29 (Corporate Asset Management Service Information);
<b>"New Horizons"</b>	the Council's Regenerations Strategy, 2006 - 2022;
<b>"N.P.I."</b>	the Normalised Energy Performance Indicators;
<b>"NPPI"</b>	the National Property Performance Indicator;
<b>"Operational Facilities Management"</b>	the process by which premises and services required to support core business; activities are identified, specified, procured and delivered;
<b>"Planned Maintenance"</b>	means the planned maintenance as referred to in the Planned Preventative Maintenance Programme;
<b>"Planned Preventative Maintenance Programme"</b>	the programme prepared by the Council to carry out planned preventive maintenance requirements on all properties where the Council acts as owner, tenant or landlord;
<b>"Plant"</b>	the infrastructure, buildings, fixed and immovable equipment and systems installed pursuant to the Building Contract (excluding equipment) as replaced from time to time;
<b>"Reactive Maintenance"</b>	the maintenance undertaken by the Partner to repair a fault;
<b>"RIBA"</b>	Royal Institute of British Architects;
<b>"RICS"</b>	Royal Institution of Chartered Surveyors;
<b>"Terrier"</b>	the services described in <b>paragraph 3.2.5</b> of this Schedule 29 (Corporate Asset Management Service Information);
<b>"Yorkshire Forward"</b>	The Regional Development Agency (RDA) covering the Humber sub-region which includes the borough of North East Lincolnshire;

- 1.3 Where the words “customer” or “client” are used in this Asset Management Schedule then this shall also be deemed to include the Council.

## 2. **OVERVIEW OF THE SERVICE**

### 2.1 **Outcomes**

In delivering the Asset Management Service, the Partner shall deliver the following outcomes and performance standards:

#### **Service Quality and Value for Money**

- improve the Council’s management of its property assets in order to improve its rating for Asset Management under the annual Use of Resources judgement;
- improve the utilisation, quality and suitability of Council office accommodation by delivering, on behalf of the Council, a programme of rationalisation;

#### **Economic Development**

- maintain the average occupation rates through the effective marketing and letting of units in Council owned Business Centres, industrial units and markets;

#### **Physical Regeneration**

- deliver an improved accommodation stock for the Council;
- improve the suitability of Council Buildings for delivering high quality Services;

#### **Safe and Secure Communities**

In delivering the Asset Management Service, the Partner shall align its delivery with the following Outcomes:

- provide better public service provision by improved property and co-location services;
- achieve a safe, secure and sustainable working environment for Council staff, residents and service users;
- subject to **clause 21** of this Agreement, ensure compliance with the Disability Discrimination Act for the remainder of the Term; and

- reduce the number of incidents of vandalism and/or theft recorded on Council owned or managed premises.

### 3. **SERVICE SCOPE, REQUIRED OUTPUTS & PROCESS**

3.1 The Partner shall use a direct delivery model for the delivery of certain services which are delivered as part of the Corporate Asset Management Service. This may include services including cleaning and Planned and Reactive Maintenance. This approach will be taken to ensure that embedded financial savings can be delivered. The Partner will be supported by nominated supply chain partners.

3.1.1 The Partner shall, through the provision of the Corporate Asset Management Services, support and assist the Council in achieving the Council's strategic aims as detailed in this **Schedule 29** (Corporate Asset Management Service Information).

3.1.2 The Council in conjunction with the Partner and subject to approval of the business case will undertake a property estate rationalisation programme, in accordance with **clause 19** and **Schedule 16** (Projects), that will result in a reduction in the size of the Council's property estate. This will subsequently lead to a reduction in the cost of occupying and operating the Council's estate in line with the cost reduction detailed within the partnership Financial Model contained in **Schedule 14** (Pricing).

3.1.3 In accordance with this Corporate Asset Management Service Information Schedule the Partner shall provide the following functions:

Ref	Detail
<b>3.2.1</b>	<p><b>Strategic Asset Management</b></p> <p>The Partner shall be responsible for all areas of the Corporate Asset Management Service and will take the lead role in the on-going development and implementation of the CAMP.</p> <p>In fulfilment of this role the Partner shall:</p> <ul style="list-style-type: none"> <li>• Conduct an annual review of the CAMP undertaking a review of objectives in light of progress made or</li> </ul>



Ref	Detail
	<p>changes in objectives over the previous 12 months;</p> <ul style="list-style-type: none"> <li>• Update the relevant sections of the CAMP in accordance with the annual review and gain Council approval;</li> <li>• Actively manage all property assets including, where appropriate, the rationalisation of assets to promote better working and / or to release assets for disposal to generate capital receipts;</li> <li>• Ensure, wherever possible, community involvement in future asset management planning;</li> <li>• Consider the Council's wider objectives including its environmental policies; and</li> <li>• Review the Council's long-term vision for the Council's property portfolio as set out in the CAMP to ensure it incorporates: <ul style="list-style-type: none"> <li>• the requirement to ensure statutory compliance within the agreed timescales;</li> <li>• alignment to the Council's published Grimsby Town Masterplan/Cleethorpes Charter and Partner's Regeneration Framework (as agreed with the Council);</li> <li>• the overall objectives of the Council as set out in the Council Plan; and</li> <li>• ensure the Council's property and land assets are used to best effect to support the economic regeneration of North East Lincolnshire.</li> </ul> </li> </ul> <p>The Partner shall ensure that robust management arrangements are put in place for the implementation, updating and review of the CAMP.</p> <p>The Partner's role in Strategic Asset Management shall include responsibility for the following:</p> <ul style="list-style-type: none"> <li>• Production and implementation of the CAMP which shall be aligned to the Council's business planning timetable;</li> </ul>

Ref	Detail
	<ul style="list-style-type: none"> <li>• Effective management of the corporate estate advising on asset use, utilisation, disposal and acquisition;</li> <li>• In conjunction with service areas produce Directorate Asset Management Plans;</li> <li>• Completion of an asset management 'Health Check' to review the current asset management practices of the Council and identify the strengths and weakness of such plan. Benchmarking will be conducted against Best Industry Practice and experience on similar contracts;</li> <li>• Generation of results from the 'Health Check' which will enable the Partnership to create a plan to help improve the asset management approach of the Council;</li> <li>• Develop, produce and implement asset rationalisation/portfolio re-modelling and consolidation strategies;</li> <li>• Delivery of the agreed Council Estate Rationalisation Programme, in accordance with <b>clause 19</b> (Projects) and <b>Schedule 16</b> (Projects), within the Partner's Financial Model;</li> <li>• Lead on the development of innovative strategic property configurations to accommodate sharing assets with the third sector. This shall include responsibility for the development &amp; application of an assessment tool kit used to evaluate business cases in support of the delivery of community sector &amp; council priorities; and</li> <li>• Provide information as requested on the Corporate Asset Management Service and related matters to the Council; and attend and present reports to the Council as and when required.</li> </ul>
<b>3.2.2</b>	<p><b>Managing the Condition of the Council Property Estate</b></p> <p>The Partner shall take a lead role in the management of the condition of Council properties in this role the Partner shall:</p> <ul style="list-style-type: none"> <li>• Produce suitability and sufficiency surveys;</li> </ul>

Ref	Detail
	<ul style="list-style-type: none"> <li>• Commission and project manage the delivery of the quinquennial condition survey programmes;</li> <li>• Produce a backlog maintenance capital investment &amp; disinvestment programme. This programme shall be reviewed on an annual basis and, subject to the Council's prior approval, the reviewed programme shall be implemented by the Partner;</li> <li>• Produce an asset management capital programme;</li> <li>• Procure and manage contractors to ensure they deliver the objectives set out in the above programmes; and</li> <li>• Support groups associated with and identified by the Council from time to time, including the Capital Investment Strategy Group, ICT strategy group, Schools Asset Management Group, Equalities &amp; Diversity Group &amp; Corporate Regeneration Group.</li> </ul>
<b>3.2.3</b>	<p><b>Care Trust Plus</b></p> <p>The Partner shall provide property advice and project management services to Care Trust Plus on the following basis:</p> <ul style="list-style-type: none"> <li>• Deliver property and facilities management services to Care Trust Plus in accordance with the Service Levels;</li> <li>• Project manage &amp; procure the necessary resources to successfully deliver the Care Trust Plus capital programme as detailed in <b>Appendix 2 SLA</b>; and</li> <li>• Review and negotiate on a regular basis with Care Trust Plus the Service Levels which shall apply when providing the services set out above.</li> </ul>
<b>3.2.4</b>	<p><b>Allotment Management</b></p> <p>The Partner shall effectively manage the Council's operational allotment service which includes letting and maintenance of allotment plots, charring and leading the allotment forum and delivering the Council's allotment management strategy outcomes.</p>
<b>3.2.5</b>	<b>Terrier</b>

Ref	Detail
	<p>The Partner shall effectively manage and maintain the corporate asset records to ensure that they are accurate and up to date. The corporate asset records shall include the Terrier system which is both ICT and paper based and documents all the Council's land and property ownership records. The Partner shall also have responsibility for delivery of the validation and voluntary registration programme.</p>
<p><b>3.2.6</b></p>	<p><b>Property Data Management</b></p> <p>The Partner shall be responsible for the effective management of the Council's property data through the provision of the following services:</p> <ul style="list-style-type: none"> <li>• The Partner shall manage and maintain property data including information in respect of cost and value, occupancy, efficiency and suitability. Such data is used to measure property performance, influence strategies arising out of the CAMP and to produce all property related performance data. Performance data is used to produce strategic performance targets and is included within the CAMP; and</li> <li>• The Partner shall create, review, manage and maintain an asset management database to manage the Council's property assets with the aim of a full integration of systems with Maximo.</li> </ul> <p>The Partner shall complete a Strategic Business Case as part of the 90 Day plan to investigate the most appropriate approach to long term asset management through ICT systems for approval by the Council including consideration of any funding and resource issues.</p>
<p><b>3.2.7</b></p>	<p><b>Other Areas of work provided by the Corporate Asset Management Service</b></p> <p>The other areas of work for which the Partner shall be responsible as part of the Corporate Asset Management Service include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Ensuring compliance with the Health &amp; Safety Fire Risk Assessment survey programme, including delivery of action plans, inspection of sites to ensure compliance,</li> </ul>

Ref	Detail
	<p>on site client liaison and providing a continuous monitoring and management role in respect of such programme; (Fire Risk Assessments provided by Council H&amp;S Team);</p> <ul style="list-style-type: none"> <li>• Implementing and monitoring the annual requirements of the Energy Performance of Buildings (EU Directive 2002/91/EC) to ensure continual compliance;</li> <li>• Managing the corporate vending services;</li> <li>• Developing independently and in conjunction with major projects prioritised programmes of work for funding bids;</li> <li>• Producing property related data to support external funding bids;</li> <li>• Engaging in asset management projects through service planning and service asset management plans;</li> <li>• Conducting and/or assisting the Council with any corporate storage review and strategy implementation in conjunction with the corporate records officer; and</li> <li>• Managing property performance and NPPI's &amp; LPPI's.</li> </ul>
3.2.8	<p><b>Building Surveying</b></p> <p>Service Scope &amp; Required Outputs</p> <p>The Partner shall provide a comprehensive building surveying service which will provide responsive, preventative and programmed maintenance work of a building and building services engineering nature. This obligation includes providing the service to schools where such schools are retained through a service level agreement. The Partner shall advise on and implement programmes which satisfy all applicable legal and regulatory requirements in respect of:</p> <ul style="list-style-type: none"> <li>• Gas testing, water and air hygiene (including legionella and ACoP L8 Conformity);</li> <li>• Lift maintenance;</li> </ul>

Ref	Detail
	<ul style="list-style-type: none"> <li>• Boiler servicing;</li> <li>• Fire alarms and emergency lighting;</li> <li>• Electrical testing and portable appliance testing;</li> <li>• Mixing valve &amp; blenders;</li> <li>• Glazing standards;</li> <li>• Automatic doors; and</li> <li>• Roller shutters.</li> </ul> <p>The Partner shall ensure the effective and efficient management, administration and implementation of works which are funded from the Council budget. This shall include an obligation on the Partner to liaise where required with the Council, deal with and monitor requests from the Council, monitor responsive maintenance work undertaken, and work of a recurring or regular nature (which may develop over time to comply with any applicable change in statutory, technical, legal or regulatory requirements).</p> <p>In ensuring the effective and efficient management, administration and implementation of the works the Partner shall also be responsible for any day-to-day responsive repairs, service contracts, programmed maintenance and minor works.</p> <p>The Partner shall ensure that all receipt of requests from the Council, made in accordance with this Schedule are recorded in writing and any necessary repairs are conducted in a timely and appropriate manner in accordance with the Council's priorities and expectations.</p> <p>The Partner shall ensure that all works are monitored and supervised on the following basis to ensure that the work is carried out efficiently and effectively in line with agreed Service Levels. The Partner shall:</p> <ul style="list-style-type: none"> <li>• Liaise with occupants and/or the Council as appropriate;</li> <li>• Issue a works order to the service operative or contractor;</li> </ul>

Ref	Detail
	<ul style="list-style-type: none"> <li>• Liaise with the services operative/contractor prior to commencing work in order to ensure they are fully aware of the scope of the work and the required timescale for repair and/or making safe;</li> <li>• Ensure that a suitably qualified person available by telephone or in person at all times during any repair works to issue such instructions as are necessary to complete the repair works;</li> <li>• Provide advice to the occupant and/or the Council on the most economic programme for the works;</li> <li>• Introduce a system of customer satisfaction surveys and quality audits to monitor the quality of the service delivered by service operatives and sub-contractors. Such surveys and audits are to ensure that the Corporate Asset Management Service meets or exceeds the agreed PIs and delivers continuous improvement targets; and</li> <li>• Contact the Council and take appropriate action to improve service quality where any survey or audit indicates that a level of service is below expectations.</li> <li>• Produce and issue formal works orders, keep records and inspect work on site (on a representative sample basis), check accounts (on a representative sample basis) and approve and process payments.</li> </ul>
<b>3.2.9</b>	<p><b>General Building Surveying Services</b></p> <p>The Partner shall provide, in addition to the comprehensive building surveying service set out above, a general building surveying service. In accordance with this general service the Partner shall:</p> <ul style="list-style-type: none"> <li>• Liaise with Council Directorates to develop outline briefs for the preparation of feasibility studies and pre-planning for the annual programme of repair works;</li> <li>• Produce measured and quantified surveys / schedules of dilapidations for existing properties from which specifications can be drawn up;</li> </ul>



Ref	Detail
	<ul style="list-style-type: none"> <li data-bbox="500 254 1312 359">• Undertake condition surveys of premises and prepare reports and give advice on the condition of the properties and the costs of improvement;</li> <li data-bbox="500 401 1312 705">• Provide early financial advice where required by the Council to establish the feasibility of schemes within the Council's overall capital and revenue programme. This includes Partner consideration of site investigation costs and specialised design services, site remediation, asbestos removal and fee information from all disciplines (including statutory costs) where appropriate;</li> <li data-bbox="500 747 1312 968">• Provide, in conjunction with other disciplines, as required and requested by the Council, whole life cost appraisals. Whole life cost appraisals include capital and running costs throughout the intended life of the scheme and advice on the best balance between capital and revenue expenditure;</li> <li data-bbox="500 1010 1312 1430">• Provide, in conjunction with the Council, further detail to establish the programme, scope of work, site conditions, ownership and decanting requirements which are necessary to establish the feasibility of schemes within the Council's overall control. In providing such details the Partner shall consider matters including the need to arrange any further site investigation, specialised design services, site remediation, asbestos removal reports and road closures and collate its findings to provide comprehensive financial advice;</li> <li data-bbox="500 1472 1312 1692">• Collate information and recommendations based upon information provided to enable the Council to determine how projects proceed. The Partner shall ensure the Council has sufficient information to determine the scheme's feasibility on the basis of functionality, technicality and financial viability;</li> <li data-bbox="500 1734 1312 1919">• Provide, assistance to the Council in respect of meetings including Cabinet meetings, Directorate meetings, public consultations (in conjunction with other disciplines) to gain approval for feasibility and/or final scheme development and funding. The Partner</li> </ul>



Ref	Detail
	<p>shall provide financial and technical advice as required;</p> <ul style="list-style-type: none"> <li>• Work with the Council towards the provision of a comprehensive brief. The Partner shall comply with all written approvals of design and funding and shall, where required, provide assistance to ensure progression of the planning process through to full planning approval including attending Council meetings and appeals where required to resolve any issues. Similarly the Partner shall process other approvals necessary from statutory and/or regulatory bodies (including road closures and land acquisitions) to ensure written approvals are received prior to commencement on site;</li> <li>• Submit applications for formal approval under the Building Regulations;</li> <li>• Co-ordinate regular progress meetings and liaise with external parties, distributing information, monitoring progress of all disciplines and costs throughout the design and tender preparation period, modifying the design as necessary to maintain the budget (or obtaining approval for additional expenditure) preparing meeting minutes as appropriate and circulating copies to all parties involved in the scheme;</li> <li>• Provide procurement advice to the Council, including selecting the forms of contract most suited to the project and obtaining approval to the agreed way forward to the extent that such steps are required by scheme size or complexity;</li> <li>• Provide advice to the Council in conjunction with other disciplines on the selection of appropriate contractors to deliver the project and their willingness to submit bona fide tenders;</li> <li>• Provide all tender documentation for projects which shall include production of drawings, specifications, schedules of rates and pre tender Health and Safety Plans. The Partner shall ensure all constraints and special requirements for the project are incorporated</li> </ul>

Ref	Detail
	<p data-bbox="605 247 915 279">within these documents;</p> <ul style="list-style-type: none"> <li data-bbox="500 321 1312 426">• Provide advice to tenderers during the tender period, including answering queries raised on information provided in relation to pricing;</li> <li data-bbox="500 468 1312 699">• Provide a tender appraisal service and recommendations to Council of a tenderer for acceptance. This shall include the provision of financial advice, if required, to reduce tenders exceeding the budget, the preparation of addendum documentation, if required, and negotiation with the preferred tenderer;</li> <li data-bbox="500 741 1312 1077">• Undertake pre-start meetings (for major planned projects), liaising with the Council prior to work on occupied buildings to ensure all tenants / occupants are aware of forthcoming building works and ensure any tenants / occupants that require decanting have vacated the area of work prior to the contract start date. The Partner shall advise on any need to inform other agencies of work on occupied buildings as necessary;</li> <li data-bbox="500 1119 1312 1182">• Advise on the contractor's programme of works and problems encountered on site during the contract;</li> <li data-bbox="500 1224 1312 1455">• Provide interim valuations in accordance with the relevant contract, completing certification of same and forwarding certificates to the relevant Council administration support team for approval whilst ensuring all information relating to adjustments and amounts withheld is included;</li> <li data-bbox="500 1497 1312 1528">• Provide a signature on interim and final valuations;</li> <li data-bbox="500 1570 1312 1675">• Provide advice and implement any remedial actions necessary to ensure the scheme, once on site, remains within budget (or agreed revised budget);</li> <li data-bbox="500 1717 1312 1822">• Provide a re-measure service, as applicable, updating any relevant financial information to reflect any agreed adjustments required to the tender figure;</li> <li data-bbox="500 1864 1312 1927">• Provide assistance on site to the contractor to interpret drawings and other contract documentation. Providing</li> </ul>

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	<p>instructions in relation to the works covering urgent matters and forwarding instructions to the Contractor;</p> <ul style="list-style-type: none"> <li>• Provide an inspection service at completion stages and preparing schedules of defects for the Contractor;</li> <li>• Provide year end financial information to the Council Directorate as requested;</li> <li>• Agree final accounts with contractors and certifying final payments;</li> <li>• Provide all necessary contractual certificates and paperwork required during the execution of a contract;</li> <li>• Provide, via the building contractor, a full set of as built drawings, guarantees and manuals to the Council; and</li> <li>• Provide information for project performance management.</li> </ul>
<b>3.2.10</b>	<p><b>Additional Building Surveying Services</b></p> <p>Where required by the Council the Partner shall, perform the duties listed below in respect of its obligation to provide additional building surveying services. Where the Partner can demonstrate that the requirement for additional building surveying duties from the Council requires additional resources that are in excess of those identified and committed in the SDP the Partner will notify the Council with a request for reprioritisation in accordance with <b>clause 28</b> (variation and change), <b>Schedule 5</b> (Change) <b>paragraph 4</b> (reprioritisation and change) to deliver these duties.</p> <p>The Partner shall:</p> <ul style="list-style-type: none"> <li>• Provide, where required, miscellaneous advice and ad hoc professional and technical advice on issues which are not readily definable as a project;</li> <li>• Present, explain and justify any of the services to the Council's Members and the Cabinet and other organisations or groups as required;</li> <li>• Promote the Council through publicity material and</li> </ul>

Ref	Detail
	<p>photographs belonging to the Partner and represent the Council at meetings and exhibitions;</p> <ul style="list-style-type: none"> <li>• Provide (in conjunction with other disciplines) technical material required for funding bids;</li> <li>• Attend Member, Committee and senior officer visits to sites to explain and publicise the work carried out at such site;</li> <li>• Attend public exhibitions and meetings within or outside of normal working hours in order to publicise the Council or other associated activities;</li> <li>• Attend meetings or visits to proposed sites where required;</li> <li>• Advise Council Members on matters that may arise relating to building maintenance issues;</li> <li>• Respond to any tenant/occupant complaints and queries in relation to building maintenance issues;</li> <li>• Provide advice during an adjudication or dispute process;</li> <li>• Provide advice following an insolvency event in respect of a Contractor;</li> <li>• Advise and assist the Council when preparing a list of Contractors for construction projects other than for specific projects commissioned;</li> <li>• Carry out comparisons of specific design data;</li> <li>• Prepare tender documentation for specialist contracts, examine and report on tenders and provide post contract services;</li> <li>• Advise on alternative methods of procurement for groups of schemes or serial contracts;</li> <li>• Investigate specific problems and provide remedial advice;</li> <li>• Providing a 24 hour call out service for emergency</li> </ul>

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	<p>situations 365 days of the year; and</p> <ul style="list-style-type: none"> <li>• Liaise with architects and building services engineers in connection with any accidental or fire damage which may give rise to an insurance claim and assist with and prepare schedules and contract documentation for reinstatement.</li> </ul>
<b>3.2.11</b>	<p><b>Asbestos Management Service</b></p> <p>As part of the Corporate Asset Management Service, the Partner shall:</p> <ul style="list-style-type: none"> <li>• Ensure compliance with all Statutory obligations related to asbestos management in order to preserve the health and safety of occupants of Council properties;</li> <li>• Effect data entry of asbestos records to the consultancy's computer based asbestos register on Tribal APD database, monitoring accuracy;</li> <li>• Prepare and distribute correspondence, technical reports, contractual information and performance management returns;</li> <li>• Maintain and monitor property visit schedules on spreadsheet system;</li> <li>• Investigate and report on project or activity specific information as required;</li> <li>• Maintain electronic and hard copy filing systems; and</li> <li>• Process orders and invoices, checking accuracy and validity, and prepare accounts and recharges.</li> </ul>
<b>3.2.12</b>	<p><b>Asbestos Surveying Services</b></p> <p>As part of the Corporate Asset Management Services the Partner has a principle role in asbestos surveying. The Partner shall:</p> <ul style="list-style-type: none"> <li>• Provide asbestos surveying service in accordance with the asbestos management procedure and all applicable asbestos related regulations in place from time to time;</li> </ul>

Ref	Detail
	<ul style="list-style-type: none"> <li>• Prepare or procure project specific asbestos reports on individual properties for the Council and members of design teams as required;</li> <li>• Prepare feasibility studies, estimates and technical reports and advise the Council on feasibility options and give the Partners recommendations in respect of such options;</li> <li>• Prepare contract drawings and documents for works;</li> <li>• Obtain tenders and/or quotes within guidelines;</li> <li>• Certify accounts;</li> <li>• Prepare valuations and certificates for interim and final payments;</li> <li>• Administer asbestos removal contracts and direct and monitor the work of specialist contractors appointed under such contracts and make the Council aware of progress, variations and project costs involved. Evaluate and determine appropriate actions where asbestos related problems occur and report to the Council;</li> <li>• Act as advisor to the CDM Co-ordinator as defined by the Construction (Design and Management) Regulations 2007 on asbestos related projects and make the Council aware of its duties and responsibilities under such Regulations. Develop appropriate action plans for projects;</li> <li>• Provide professional advice on all technical aspects of asbestos, whether actual or potential within projects;</li> <li>• Develop a programme in relation to asbestos and manage the inspection and surveying of Council properties and structures. The Partner shall identify asbestos-based materials and input any gathered information in the Council's asbestos database (Tribal APD Asbestos Module). The Partner shall maintain the Council's asbestos database and register;</li> <li>• Provide professional advice on all technical aspects of</li> </ul>

Ref	Detail
	<p>asbestos to members of the public and assist the Council in any consultations and/or appraisals with the community in respect of asbestos; and</p> <ul style="list-style-type: none"> <li>• Provide a 24 hour emergency call out service available 365 days of the year and act as a single point of contact for schools on asbestos issues.</li> </ul> <p>For the avoidance of doubt attendance at any asbestos incident in relation to schools would be charged on a time charge basis.</p>
Ref	Detail
<b>3.2.13</b>	<p><b>Operational Facilities Management</b></p> <p>The Partner shall manage the property assets of the Council (whether owned or leased) which are contained in the Council's corporate portfolio in accordance with the Council's adopted policy. In providing such service the Partner shall be responsible for:</p> <ul style="list-style-type: none"> <li>• Operational property management of the assets set out in <b>paragraph 3.2.20</b> below which is aligned to the portfolio investment and disinvestment strategies;</li> <li>• Health &amp; Safety in the workplace;</li> <li>• The co-ordination of legislative testing;</li> <li>• Assessing suitability of accommodation for new recruits for restructures;</li> <li>• Revenue budget expenditure and management;</li> <li>• Maintenance of backlog management &amp; risk assessments aligned to portfolio investment and disinvestment strategies;</li> <li>• Service contract management and performance management including cleaning and waste &amp; security;</li> <li>• The development, procurement and management of the delivery of reactive &amp; planned preventative maintenance programmes aligned to portfolio investment &amp; disinvestment strategies;</li> </ul>



Ref	Detail
	<ul style="list-style-type: none"> <li>• Project management of legislative and statutory testing programmes;</li> <li>• Advising on implementation of new legislative requirements;</li> <li>• Localised risk assessments;</li> <li>• Service consultation via Building User Groups and regular customer satisfaction tracking; and</li> <li>• Void property management.</li> </ul>
<b>3.2.14</b>	<p><b>FM Service Desk</b></p> <p>The Partner shall provide an FM Service Desk which shall act as a single point of contact for the day to day provision of planned, reactive and enquiry based support for facilities and asset management activity.</p> <p>Operatives of the FM Service Desk shall maintain a log of the work required in Maximo. Maximo has been developed to intuitively guide the team to enter accurate data.</p> <p>The Council orientated FM Service Desk will process service requests by confirming service requirements, level of priority, generating work orders, tracking and closing events and ensuring that users are kept aware of progress.</p> <p>The FM Service Desk shall:</p> <ul style="list-style-type: none"> <li>• Act as a single point of contact, with multiple communication methods;</li> <li>• Provide accurate records of service activity;</li> <li>• Provide a data management service which retains records and all details relating to the queries, work orders and completed tasks;</li> <li>• Classify and allocate work from ownership through to completion;</li> <li>• Comply with Service Level Agreements (SLAs) which are agreed with the Council and in line with Key</li> </ul>



Ref	Detail
	<p>Performance Indicators (KPIs);</p> <ul style="list-style-type: none"> <li>• Capture incident and problem type as is consistent with the Council's approach to whole life costs and asset replacement schedules; and</li> <li>• Provide automated email notifications for work requests.</li> </ul>
<b>3.2.15</b>	<p><b>Building Maintenance Management Service</b></p> <p>The Partner shall deliver a Building Maintenance Management Service which is to ensure compliance with all applicable statutory obligations. The Partner shall:</p> <ul style="list-style-type: none"> <li>• Provide information on all aspects of the section's work and respond to enquiries from internal staff, Council directorates and members of the public;</li> <li>• Maintain and monitor the property visit schedules on the asset management system relating to water hygiene testing;</li> <li>• Prepare and distribute correspondence, technical reports, contractual information and performance management returns; and</li> <li>• Maintain electronic and hard copy filing systems.</li> </ul>
<b>3.2.16</b>	<p><b>Service Contracts and Legislative Works</b></p> <p>The Partner shall advise on and implement proactive programmes to reduce risk of breakdown or failure, improve efficiency, reduce operating costs and satisfy legislative requirements in respect of:-</p> <ul style="list-style-type: none"> <li>• Gas testing, water and air hygiene (including legionella and ACoP L8 Conformity in conjunction with the Hazards team);</li> <li>• Lift maintenance;</li> <li>• Boiler servicing;</li> <li>• Sump pumps;</li> <li>• Fire alarms and emergency lighting;</li> </ul>

Ref	Detail
	<ul style="list-style-type: none"> <li>• Electrical testing and portable appliance testing;</li> <li>• Mixing valve &amp; blenders;</li> <li>• Glazing standards;</li> <li>• Automatic doors;</li> <li>• Roller shutters;</li> <li>• Building Works;</li> <li>• Ventilation and Air Conditioning;</li> <li>• Water Hygiene; and</li> <li>• Sprinkler testing &amp; servicing on schools.</li> </ul> <p>The Partner shall procure, administer and monitor the Managed Contracts including Plant service contracts and combining legislative, servicing and preventive work with responsive repair (for responsive repair see <b>paragraph 3.2.22</b>). In relation to those contracts which fall within <b>Schedule 19</b> (Transferring Agreements) these obligations shall be complimentary to the obligations set out in <b>clause 13</b> of this Agreement.</p> <p>The Partner shall manage the maintenance/servicing of corporate Plant and equipment including updating and tendering of service contracts (where appropriate) on behalf of the Council and schools as part of the service level agreement.</p> <p>In relation to resulting responsive repairs the Partner shall provide services in accordance with <b>paragraph 3.2.22</b>.</p> <p>The Partner may directly deliver Plant maintenance services to achieve the savings in <b>Schedule 14</b> (Pricing). This will be delivered through direct employment and training of staff or utilisation of existing Partner resources. The services are likely to include (but not be limited to) aspects of :</p> <ul style="list-style-type: none"> <li>• Fixed plant maintenance;</li> <li>• Portable appliance testing;</li> <li>• Building services maintenance &amp; repairs;</li> <li>• Electrical services; and</li> </ul>

Ref	Detail
	<ul style="list-style-type: none"> <li>Statutory compliance inspection &amp; testing.</li> </ul>
<b>3.2.17</b>	<p><b>Annual Maintenance Budgets</b></p> <p>The Partner shall provide advice to the Council to assist them with the management of their annual maintenance budget. This will involve the identification of maintenance programmes based on asset management and maintenance data. In the case of education properties this only applies to the central allocation as schools are otherwise responsible for their own delegated budgets.</p> <p>The Partner shall include new or additional buildings into the annual maintenance programme by agreement with Council directorates. In the case of education properties, priority lists are determined from the education asset management plan (as prepared by Children and Family Services from time to time) electronic database and this annual capital programme is then managed by Children and Family Services.</p> <p>As part of the Annual Review Process the Partner shall prepare a budget for the next year's Maintenance activities. The budget shall clearly allocate funds for Planned Maintenance and Reactive Maintenance. The Reactive Maintenance budget shall be calculated to allow for a reasonably foreseeable level of repairs taking into account historic service information. Should the allocation for Reactive Maintenance prove insufficient the Partner shall submit proposals to the Council in accordance with <b>clause 28.5</b> (Volume Management).</p>
<b>3.2.18</b>	<p><b>The Reviewing of Maintenance Costs</b></p> <p>The Partner shall:</p> <ul style="list-style-type: none"> <li>Conduct an annual uplift of planned maintenance costs as identified in the property condition database in conjunction with the Council directorates. The database shall be used in establishing the 5 Year work requirement/condition status.</li> <li>Conduct an annual survey of approximately 20%, (100% in 5 Years) of Council property (Corporate &amp; Education) in order to satisfy national property indicators, and as directed by the Council directorate,</li> </ul>

Ref	Detail
	together with specific updates in respect of larger projects.
<b>3.2.19</b>	<p><b>The Management of Public Conveniences</b></p> <p>The Partner shall manage and maintain the Council owned public conveniences</p>
<b>3.2.20</b>	<p><b>The Provision of Property Management &amp; Maintenance Services to Schools under a Service Level Agreement</b></p> <p>In accordance with the terms of the SLA the Partner shall:</p> <ul style="list-style-type: none"> <li>• Provide schools and children's centres with a named surveyor contact to work with them to develop a programme of planned building maintenance. The named surveyor is also a point of contact for reactive repairs and maintenance.</li> <li>• Undertake work within CPRs and utilise any existing corporate arrangements (with the agreement of the school) or current arrangements set in place by the school itself; and</li> <li>• Manage service contracts for inspection, testing and servicing on behalf of schools, unless by other agreed arrangement in line with the statutory requirements that school and children's centre buildings Plant/systems are regularly inspected, tested and serviced.</li> </ul>
<b>3.2.21</b>	<p><b>Corporate Repairs Service</b></p> <p>The Partner shall undertake planned programme preparation and development. This shall include ad hoc and programmed site visits and providing regular client/customer liaison.</p> <p>In addition the Partner shall undertake financial control of estimate preparation and administration and contractor/service operative management to ensure delivery of repairs as required. This shall include providing general, non project specific advice.</p>
<b>3.2.22</b>	<b>Reactive Maintenance Service</b>

Ref	Detail
	The Partner shall organise, implement and manage reactive repairs to the Council's property portfolio.
<b>3.2.23</b>	<p><b>Works Order Management</b></p> <p>Works Order Management will be handled through the FM Service Desk function of Maximo. The work logged shall be categorised as planned, minor or reactive in Maximo and scheduled according to the scope of the work and the availability of the service teams, allowing for resource efficiency.</p> <p>Through this approach the Partner will ensure:</p> <ul style="list-style-type: none"> <li>• Effective work management processes and utilisation of the resources available to achieve service delivery within the agreed response times and quality standards set;</li> <li>• Work is dispatched to the service teams through Maximo via mobile technology, subject to Council approval of SBC, to manage workload and capture detailed information including comments, asset condition updates and signatures in real-time;</li> <li>• Service teams provide the operatives with an updated status of all requests in near real-time using mobile hand-held technology;</li> <li>• A works management dashboard function is provided which allows the dispatcher access to data on service delivery performance and early warning of required corrective actions. Status updates will be available to requestors via email and the portal; and</li> <li>• A shift based work order status report is provided to ensure that service specification requirements are met. Any follow-on work, re-assignment and material requirements are also identified and failure analysis reports captured.</li> </ul>
<b>3.2.24</b>	<p><b>Security</b></p> <p>The Partner shall provide security services to the Council under the SLA and in accordance with any SLA in place with third</p>

Ref	Detail
	<p>parties including schools and Care Trust Plus and shall:</p> <ul style="list-style-type: none"> <li>• Utilise a risk based approach to security with annual security assessments being conducted for each site;</li> <li>• Utilise the "TimeGate" time, attendance and schedule management system to optimise workforce (direct and subcontract) efficiency for: <ul style="list-style-type: none"> <li>• Manned guarding;</li> <li>• Mobile security (keyholding and alarm response);</li> <li>• Security Control Centre (SCC) operatives; and</li> <li>• Cleaning, housekeeping &amp; vending operatives;</li> </ul> </li> <li>• Construct assignment instructions for each site and assignment (including keyholding or CCTV monitoring) in conjunction with each licensable activity utilising: <ul style="list-style-type: none"> <li>• Risk assessments;</li> <li>• Site based requirements and duties;</li> <li>• Site based Council nominated personnel; and</li> <li>• Relevant legislation, Best Industry Practice and the Council's specifications.</li> </ul> </li> <li>• Ensure that all shifts are covered by a SIA licensed and trained operatives in compliance with British Standard 7499:2007; and</li> <li>• Programme all holiday allocations and sickness cover in advance to ensure appropriate manpower is allocated at all times.</li> </ul> <p>The Partner shall ensure that the security services provide:</p> <ul style="list-style-type: none"> <li>• Mobile patrols and static guarding;</li> <li>• Key holding function;</li> </ul>

Ref	Detail
	<ul style="list-style-type: none"> <li>• Management of the opening and closing of buildings and securing premises and gated open spaces; and</li> <li>• Control and monitoring of access to Doughty Road Depot through the gatehouse.</li> </ul> <p><b>Security Control Centre (SCC)</b></p> <p>The Partner shall work with the Council to deliver an improved service for CCTV and alarm monitoring systems as part of a Core Project to upgrade current town centre CCTV.</p> <p>The SCC will be located and operated from a dedicated centre.</p> <p><b>Delivery of the SCC</b></p> <p>The Partner shall submit an OBC to the Council in which the Partner shall set out an option for the SCC. This will include a proposal to contribute <b>£100,000</b> to a Strategic Project for upgrading of CCTV in the Area. Under this OBC the Partner will propose that they will survey, design, procure and manage:</p> <ul style="list-style-type: none"> <li>• the replacement of existing and installation of new digital CCTV cameras in the Area and connecting those cameras to the SCC; and</li> <li>• the development of a new SCC within the Area or refurbishment of the existing SCC including new monitoring equipment, UPS and generator systems.</li> </ul> <p>For the avoidance of doubt, the Council shall be entitled to approve or reject this OBC in accordance with <b>clause 19</b> and <b>Schedule 16</b> (Projects). If the Council rejects the OBC the Partner shall not be obliged to contribute the <b>£100,000</b> as set out in the OBC.</p> <p><b>Benefits of the SCC</b></p> <p>The SCC Project will deliver the following benefits to the Council and the Region:</p> <ul style="list-style-type: none"> <li>• Create new central security control centre;</li> <li>• Migration of existing fire and security alarm signal communication lines over to new SCC;</li> </ul>

Ref	Detail
	<ul style="list-style-type: none"> <li>• Upgrade existing town centre and regional CCTV monitoring and recording systems to digital technology;</li> <li>• Utilise clear colour digital imagery to analyse scene of crime footage to trace, track, capture and store of evidence for use in prosecution;</li> </ul>
<b>3.2.25</b>	<p><b>Cleaning</b></p> <p>The Partner shall actively manage the provision of cleaning services for the Council's corporate estate and:</p> <ul style="list-style-type: none"> <li>• Schools (in line with SLAs); and</li> <li>• Care Trust Plus (in line with SLA).</li> </ul> <p>At the appropriate time, the Partner shall on behalf of the Council procure, in accordance with the Council's Contract Procedure Rules, or shall directly deliver, cleaning services in order to achieve the savings reflected in <b>Schedule 14</b> (Pricing).</p>



Ref.	Activity
<b>3.2.26</b>	<p><b>Energy Management (General)</b></p> <p>The Partner shall take the lead on energy management for non-domestic premises, monitoring and assisting in the management of energy usage.</p> <p>With regard to energy management the Partner shall:</p> <ul style="list-style-type: none"> <li>Identify, investigate variations in energy use using the Energy Monitoring and Targeting Database (TEAM) and make recommendations for corrective action through planned maintenance and design projects; and</li> <li>Contribute to purchasing energy (including electricity, gas, oil and coal) for the Council and also undertake analysis of the current market environment and implement purchasing contracts to the Council's maximum benefit.</li> </ul>
<b>3.2.27</b>	<p><b>Energy Monitoring &amp; Targeting Service</b></p> <p>The Partner is responsible for the delivery of energy monitoring and targeting services which are designed to promote the efficient use of energy. The Partner shall:</p> <ul style="list-style-type: none"> <li>Regularly monitor energy use at Council premises, utilising invoices and fuel/energy data for each site and use TEAM reporting module to provide detailed accounts of energy use as requested by third parties;</li> <li>Supervise the processing of utility billing into the TEAM database, validate electronic bill payments from utility companies and co-ordinate electronic billing data transfer for input into the database using bulk bill checker module;</li> <li>Provide electronic billing data transfer from TEAM database to the Council's financial management system using TEAM accounts link module; and</li> <li>Alert building managers and facilities officers of sudden changes in energy use patterns and make recommendations for corrective action.</li> </ul>

Ref.	Activity
<b>3.2.28</b>	<p data-bbox="500 256 735 285"><b>Purchase Energy</b></p> <p data-bbox="500 323 1390 432">The Partner shall purchase energy on behalf of the Council in the most cost effective manner considering the Council's requirements in respect of Green Energies and shall:</p> <ul data-bbox="500 470 1390 802" style="list-style-type: none"> <li data-bbox="500 470 1390 541">• Manage the Yorkshire Purchasing Organisation (YPO) contract in place from time to time;</li> <li data-bbox="500 579 1040 609">• Monitor supplier performance; and</li> <li data-bbox="500 646 1390 802">• At the appropriate time, the Partner on behalf of the Council shall procure, in accordance with the Council's Contract Procedure Rules, energy contracts to achieve the savings reflected in <b>Schedule 14</b> (Pricing).</li> </ul>
<b>3.2.29</b>	<p data-bbox="500 844 1122 873"><b>Energy Management and Monitoring Service</b></p> <p data-bbox="500 911 1390 1020">The Partner shall be responsible for the delivery of energy management and monitoring services which are designed to promote the efficient use of energy. The Partner shall:</p> <ul data-bbox="500 1058 1390 1908" style="list-style-type: none"> <li data-bbox="500 1058 1390 1167">• Provide advice on issues of energy management and sustainability to the relevant elements of the Council's property estate;</li> <li data-bbox="500 1205 1390 1276">• Manage and maintain the energy monitoring TEAM database for energy usage of approximately 300 Council buildings;</li> <li data-bbox="500 1314 1390 1423">• Process utility invoices into the TEAM database, validate electronic bill payment and co-ordinate electronic billing processes;</li> <li data-bbox="500 1461 1390 1650">• Reconcile payments to energy suppliers against the Council's financial management system, identifying errors and investigating areas of concern/billing inaccuracies on behalf of facilities management, environmental services and education;</li> <li data-bbox="500 1688 1390 1797">• Monitor energy use and identify and investigate variations requiring corrective action and alert building managers accordingly;</li> <li data-bbox="500 1835 1390 1908">• Prepare technical reports on energy use for each premise in both geographical and statistical formats and determine NPI's</li> </ul>

Ref.	Activity
	<p>for each property. Assist in evaluating and determining appropriate actions where problems occur and report these to the Council;</p> <ul style="list-style-type: none"> <li>• Liaise with energy suppliers and internal directorates, problem solving and ensuring the energy contracts are running efficiently;</li> <li>• Prepare and distribute correspondence and minutes of meetings; and</li> <li>• Maintain electronic and hard copy filing systems.</li> </ul>
<b>3.2.30</b>	<p><b>Improving Energy Management</b></p> <p>The Partner shall support the delivery of energy services including energy surveys, energy management, energy certificates, building health checks, monitoring &amp; targeting and a carbon footprint service. If appropriate the Partner shall develop a building energy management systems (BEMS) bureau alongside the proposed remote alarm monitoring bureau.</p> <p>Within the first Year of the Term the Partner will develop a Strategic Business Case to ascertain where specialist Energy Management support could deliver long term benefits for the Council.</p>

Ref	Detail
<b>3.2.31</b>	<p><b>Estates &amp; Valuation Service Scope and Required Outputs</b></p> <p>The Partner shall provide:</p> <ul style="list-style-type: none"> <li>• A valuation consultancy and estates management service;</li> <li>• A business centre portfolio service; and</li> <li>• A markets service which are detailed fully below.</li> </ul>
<b>3.2.32</b>	<p><b>Valuation Consultancy and Estates Management Service</b></p> <p>The Partner shall be responsible for the effective management of the TNRP together with the provision of professional general practice and commercial surveying work and property advice associated with the Council. The Partner shall provide a wide range of property and</p>

Ref	Detail
	development advice to a variety of internal stakeholders.
<b>3.2.33</b>	<p><b>Property Management</b></p> <p>The Partner shall:</p> <ul style="list-style-type: none"> <li>• Manage the Council's TNRP including the handling and marketing of new lettings, lease renewals, rent reviews, dilapidation claims, repairs and maintenance, assignments and sub-lettings and arrears monitoring through good practice and statutory requirements; and</li> <li>• Manage income budgets associated with the Council's commercial property and associated expenditure budgets.</li> </ul>
<b>3.2.34</b>	<p><b>National Non-Domestic Rating</b></p> <p>The Partner shall review, and where appropriate, negotiate non-domestic rating assessments utilising consultants as appropriate to ensure the Council's liability is minimised. If consultants are appointed the Partner will be responsible for managing such contracts on behalf of the Council.</p>
<b>3.2.35</b>	<p><b>Acquisition and Disposal</b></p> <p>The Partner shall provide advice with regard to potential surplus properties and, ultimately, disposal of such properties by the most effective means to achieve the best price, including procuring and managing agents as appropriate. Also the Partner shall negotiate terms for the acquisition of premises on a freehold and leasehold basis for the purpose of Core and Strategic Projects together with the monitoring of such stock to ensure rental levels and terms generally are as advantageous as possible for the Council.</p>
<b>3.2.36</b>	<p><b>Valuation Advice</b></p> <p>The Partner shall produce valuations for a variety of statutory purposes including for the Commonhold and Leasehold Reform Act 2005, for insurance purposes, for the Council's Asset Register, for incorporation into the financial accounts and for providing general valuation advice.</p>

Ref	Detail
<b>3.2.37</b>	<p><b>Compulsory Purchase and Compensation</b></p> <p>The Partner shall be responsible for the acquisition of properties for a variety of functions either by agreement or through the use of Statutory Compulsory Powers. The latter may involve negotiation of claims under the compensation code.</p>
<b>3.2.38</b>	<p><b>Regeneration and Development Advice</b></p> <p>Where the Partner can demonstrate that the requirement for services described in paragraph 3.2.38 and 3.2.39 from the Council requires additional resources that are in excess of those identified and committed in the SDP, the Partner will notify the Council with a request for reprioritisation in accordance with <b>clause 28</b> (variation and change), <b>Schedule 5</b> (Change) <b>paragraph 4</b> (reprioritisation and change) to deliver these duties.</p> <p>The Partner shall:</p> <ul style="list-style-type: none"> <li>• Provide professional advice and representations in relation to regeneration schemes and initiatives by advising on ownership issues together with strategies for acquisition and negotiation, whether by agreement or otherwise; and</li> <li>• Provide advice regarding both major and minor ad-hoc schemes to the Council as and when required including valuing 'in kind' contributions for partnership activities.</li> </ul>
<b>3.2.39</b>	<p><b>General Valuation Advice</b></p> <p>The Partner shall provide an Estates and Valuation Service, when required, which will provide advice and assistance to the team delivering projects to the borough of North East Lincolnshire including providing advice and guidance in relation to the valuation of properties and it will be a key member of the project team.</p>
<b>3.2.40</b>	<p><b>The Business Centre Portfolio Service</b></p> <p>The Business Centre Portfolio Service currently consists of 4 managed workspace sites, including the Europarc Innovation Centre and 4 'satellite' sites forming part of the non-operational property portfolio. The Business Centre Portfolio Service directly contributes to a number of priorities for improvement through the areas listed below.</p>

Ref	Detail
	<p><b>Property Management</b></p> <p>The Partner shall:</p> <ul style="list-style-type: none"> <li>• Provide efficient and effective day to day property and facilities management of the portfolio and identification and implementation of business support to occupiers;</li> <li>• Manage the centres, including handling/marketing new lettings, licence renewals, fee reviews, invoicing for rental income, repairs and maintenance and arrears monitoring; and</li> <li>• Identify and implement planned maintenance programmes in relation to both capital and revenue items. This involves Partner responsibility for income budgets and associated expenditure budgets.</li> </ul> <p><b>Provision of Business Space</b></p> <p>The Partner shall manage the business centres to enable the provision of business space in accordance with the Council's adopted strategy and policy.</p>
3.2.41	<p><b>The Markets Service</b></p> <p>The Markets Service currently comprises the Grimsby Town Indoor Markets attached to Freshney Place, the farmers market and the Cleethorpes Wednesday, Saturday and Sunday outdoor markets (the Markets).</p> <p><b>Property Management</b></p> <p>The Partner shall:</p> <ul style="list-style-type: none"> <li>• Review, rationalise and introduce appropriate policies and procedures to ensure the proper and legal management of the markets with the prior written approval of the Council;</li> <li>• Provide efficient and effective day to day property and facilities management of the markets and also handle and market new lettings, licence or lease renewals, fee or rent reviews, invoicing for rental income and monitor on an on-going basis to minimise arrears;</li> </ul>

Ref	Detail
	<ul style="list-style-type: none"> <li>Address backlog maintenance issues and inform future planned maintenance programmes; and</li> <li>Ensure ongoing revenue income is generated for the Council and by doing so that it contributes to the revenue position of the Council and supports its desire to be a modern well managed Council.</li> </ul> <p><b>Strategic Role</b></p> <p>The Partner shall:</p> <ul style="list-style-type: none"> <li>Work and consult with the local market traders federation to inform both operational and strategic decisions where appropriate; and</li> <li>Consult with all market traders to inform both operational and strategic decisions and also consult with service users and stakeholders to inform future service delivery.</li> </ul> <p><b>Regeneration</b></p> <p>The Partner shall:</p> <ul style="list-style-type: none"> <li>Take reasonable measures to ensure the markets are vibrant and well attended thus contributing to the town centre offering and regeneration priority of the Council.</li> </ul>

#### 4. **SYSTEMS**

- 4.1 The Council's current Corporate Asset Management Service uses the following systems:

System Name	Function	Licensed / Owned
APD Property Management Information System	Property lists and core property details	Council
Terrier paper	Corporate land and property	Council

<b>System Name</b>	<b>Function</b>	<b>Licensed / Owned</b>
based	holdings record	
Clear Advantage Allotment System	The Allotment Management System	Council
SQL Enterprise Manager	Data extraction and query writing	Council
Crystal reports 10	Report writing	Council
GIS (Terrier, plan production)	Geographical Information System (GeoExplorer & MapInfo)	Council
AutoCad	Property floor plans and site plans	Council
Symphony NLPG	Local land & property gazetteer	Council
Terrarius Assets	Asset Register	Council
NBS	Specification	Council
TEAM	Energy	Council
AUTOCAD	Design	Council
MICROSOFT LICENCES	General	Council
MASTERBILL	QS	Council
TRIBAL	Property Management data base	Council
SCMS	Procurement / Standing Lists	Council

4.2 The above systems satisfy all current service needs but are not a mandatory ongoing requirement. The Partner may seek to improve the



Corporate Asset Management Service and, subject to the agreed governance rules and the prior written agreement of the Council, make its own investment decisions in order to meet its output targets.

- 4.3 The Partner shall provide the following systems:

<b>System Name</b>	<b>Function</b>	<b>Licensed / Owned</b>
Maximo	Works Order Management for Property Services	Licensed to Balfour Beatty Workplace

- 4.4 The Partner will create an interface between Tribal APD and Maximo in order to transfer appropriate data about works carried out on individual properties into the Council's Tribal system.

- 4.5 The Partner shall comply with its obligations in respect of systems, as set out in clause 11.10.

## 5. **SERVICE VOLUMES**

### 5.1 **Estates & Valuation Service Volumes**

For volumes in relation to the Estates and Valuation Service which are within the scope of this **Schedule 29** (Corporate Asset Management Service Information) see **Schedule 14** (Pricing).

### 5.2 **Building Surveyors Services Volumes**

For volumes in relation to the Building Surveyors Service which are within the scope of this **Schedule 29** (Corporate Asset Management Service Information) see **Schedule 14** (Pricing).

### 5.3 **Property Services Volumes**

For volumes in relation to the Property Service which are within the scope of this **Schedule 29** (Corporate Asset Management Service Information) see **Schedule 14** (Pricing).

## 6. **PERFORMANCE**

- 6.1 The Partner's performance in respect of the Corporate Asset Management Service is measured against a selection of appropriate national or local performance indicators contained in the CAMP 2009-12. The indicators covered include:

- Condition and required maintenance;
  - Environmental property issues;
  - Accessibility/suitability;
  - Sufficiency;
  - Utilisation; and
  - Spend.
- 6.2 The Partner shall be responsible for collecting, submitting, commenting on, analysing and reporting all performance data and producing all relevant Performance Indicators.
- 6.3 The performance of the Partner shall be measured against selection of appropriate statutory, national or local performance indicators.
- 6.4 The Partner shall be responsible for collecting, submitting, commenting on, analysing and reporting all performance data and producing all relevant Performance Indicators.
- 6.5 The Partner shall be required to monitor and report on the Key Performance Indicators and Performance Indicators contained in **Appendix 1**.
- 6.6 **Service Standards**
- In the absence of any specification or code of practice referred to above, all Plant and materials used or specified, and all workmanship specified or executed, shall be in accordance with any specification or code of practice issued by the British Standards Institution, or equivalent national standards of another member state of the European Union, or equivalent international standards recognised in the United Kingdom.
7. **Legislation and Policy**
- 7.1 The Partner, in carrying out the Corporate Asset Management Service, shall comply with its obligations in **clauses 6.2.5** (Services – General Provisions) and **76** (Laws, Policies and Related Matters) of this Agreement.
- 7.2 The parties agree that the following list of legislation is of particular relevance to the Corporate Asset Management Service.
- 7.2.1 Health & Safety

- 7.2.1.1 Health & Safety at Work, Act 1974;
- 7.2.1.2 Management of Health & Safety at Work Regulations 1999;
- 7.2.1.3 The Workplace (Health, Safety and Welfare) Regulations 1992;
- 7.2.1.4 Health & Safety (Safety Signs and Signals) Regulations 1996;
- 7.2.1.5 Control of Substances Hazardous to Health Regulations 2002;
- 7.2.1.6 Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995;
- 7.2.1.7 The Health and Safety (Display Screen Equipment) Regulations 1992;
- 7.2.1.8 Provision and Use of Work Equipment Regulations 1998; and
- 7.2.1.9 Work at Height Regulations 2005 and (Amendment) Regulations 2007.
- 7.2.2 Fire Precautions
  - 7.2.2.1 Regulatory Reform (Fire Safety) Order 2005;
  - 7.2.2.2 Fire Precautions Act 1971;
  - 7.2.2.3 Fire Precautions (Workplace) Regulations 1997; and
  - 7.2.2.4 Fire Precautions (Factories, Offices, Shops and Railway Premises) Order 1989.
- 7.2.3 Construction
  - 7.2.3.1 Control of Asbestos at Work Regulations 2004;
  - 7.2.3.2 The Asbestos (Licensing) Regulations 1983;
  - 7.2.3.3 Asbestos (Prohibitions) Regulations 1992;
  - 7.2.3.4 Construction (Design Management) Regulations 1994;

- 7.2.3.5 Construction (Health, Safety and Welfare) Regulations 1996;
- 7.2.3.6 Building Regulations 2000;
- 7.2.3.7 BREEAM; and
- 7.2.3.8 BRE Digest Reports
- 7.2.4 Premises
  - 7.2.4.1 Data Protection Act 1998;
  - 7.2.4.2 Supply of Goods and Services Act 1982;
  - 7.2.4.3 Disability Discrimination Act 1995 and 2005;
  - 7.2.4.4 Party Wall Act 1996;
  - 7.2.4.5 Occupiers Liability Act 1957 and 1984;
  - 7.2.4.6 Gas Safety (Installation and Use) Regulations 1998; and
  - 7.2.4.7 Electricity at Work Regulations 1989.
- 7.2.5 Property
  - 7.2.5.1 Landlord and Tenant Act 1954;
  - 7.2.5.2 Law of Property Act 1925;
  - 7.2.5.3 The Town and Country Planning Act 1990; and
  - 7.2.5.4 North East Lincolnshire Council's policies.
- 7.2.6 Estates and Valuation
  - 7.2.6.1 Landlord and Tenant Act 1954;
  - 7.2.6.2 Local Government Act;
  - 7.2.6.3 RICS Code of Conduct;
  - 7.2.6.4 RICS Red Book;
  - 7.2.6.5 Housing Act;

- 7.2.6.6 Compulsory Purchase Act;
- 7.2.6.7 Commonhold and Leasehold Reform Act 2005;
- 7.2.6.8 Town and Country Planning Act; and
- 7.2.6.9 Customer First Accreditation re Business Centres.

## 8. **Service Availability and Response Times**

- 8.1 The Partner will operate within the corporate customer services standard which sets out response times for letters, phone calls, faxes, and other communications and the Partner shall comply with such standard.
- 8.2 In addition the service availability and response times with which the Partner shall also comply in respect of the Corporate Asset Management Service are set out in the table below:

<p><u>Priority A</u> - Emergency Response</p> <p>Advice on all emergencies will be immediate.</p> <p>Partner attendance to the site will be as follows:</p> <ul style="list-style-type: none"> <li>• attendance within 4 hours within working day</li> <li>• attendance within 1-2 hours outside working hours</li> </ul>	<p>EXAMPLES INCLUDE: -</p> <p>Risk to life or substantial damage to property</p> <p>Smell of gas</p> <p>Major structure/damage, including ceiling collapse</p>
<p><u>Priority B</u> - Same Day Response</p> <p>0830-1700 Mon to Thurs,</p> <p>0830-1630 Fri</p>	<p>Major loss of power supply</p> <p>Total loss of heating in building</p> <p>Major water leak or flood resulting in immediate damage to structure, services or equipment</p> <p>Major loss of building security</p> <p>Main drainage blockage</p>
<p><u>Priority C</u> - Respond within 24 hours during normal working hours</p> <p>0830-1700 Monday to Thursday, 0830-1630 Friday</p>	<p>Internal lighting faults where accessible and area available</p> <p>Partial loss of heating</p> <p>Loss of hot water</p> <p>Loss of drinking water</p> <p>Partial loss of power to room or area</p> <p>Dangerous paving</p> <p>Minor internal plumbing leaks</p> <p>Blocked urinal</p> <p>Overflow pipe discharging</p> <p>Blocked toilet</p>

<u>Priority D</u> – Respond within 3 working days	Broken WC seat Minor heating system leak
<u>Priority E</u> – Respond within 14 working days	Replace sanitary fittings Making good holes in walls and ceilings or plaster repairs
<u>Priority F</u> - Fix by agreed date	Any work not falling into the above categories where the completion date is pre-arranged with client.

*Notes:*

1. Response times will be measured from 15 minutes after the logged call by the FM Service Desk to the time at which a member of the Partner's Personnel arrives in the relevant area and is ready and prepared to undertake the task.
2. Where the rectification time cannot be achieved due to the reasonable non-availability of replacement parts or the sheer scale of the issue, by agreement with the Council, the Partner may be assigned an extension to the rectification time. In these instances the Partner is required to undertake a temporary rectification within the original rectification time.
3. Timing of the Priority F rectification time to be determined between the Partner and the user who reported the event.
4. Where a temporary rectification is instigated to enable the rectification time to be achieved, a full permanent rectification is required to be completed within a 20 Business day period from the commencement of the logged event. Where this is impracticable the Council should be consulted for an extension.

### 8.3 Interruptions in service

Without prejudice to the operation of **clause 8** of this Agreement (Dependencies) it is acknowledged that, in fulfilling its facilities management obligations, the Partner shall endeavour to provide fully operational buildings and services, however it is acknowledged that unforeseen events may at times result in disruption or failure of service and in these circumstances the Partner shall use reasonable endeavours to provide alternative solutions.

## 9. File Retention

- 9.1 The Partner shall ensure that file retention will be in accordance with the Data Protection Act, the Council's Records Management Policy and Retention and Disposals Standards and **clause 57** (Records and Data) of this Agreement. As an indication for the Corporate Asset Management Service this means:

File Type	Minimum Retention Period
Property data:	Indefinite Kept by Architects

Terrier maps (paper/GIS)	Kept by Building Manager indefinite
Legislative testing (paper)	
On Site Safety Log	
Deeds	Kept by Legal Indefinite Indefinite Min 3 years
Completion Statements	
Valuation Reports	
PI Audit Trail	
Performance Indicators	3yrs
Planning Application	12 years
As built drawings	12 years
Construction / design specifications	12 years
Asbestos records	10 years for report / surveys / sampling. 40 years for anything medically related.
Financial records	12 years

#### 10. **INTERFACES AND THE ROLE OF THE COUNCIL**

- 10.1 The Partner shall interface with the Council in accordance with **clause 34A** (Council supplied services), **Schedule 26** (Interfaces) and this **Schedule 29** (Corporate Asset Management Service).

## APPENDIX 1

### PART 1 – CORPORATE ASSET MANAGEMENT PERFORMANCE INFORMATION KPIS AND PIS

The following table sets out performance levels that relate to the Corporate Asset Management Service as set out in this **Schedule 27**, which the Partner shall achieve in each year of the Agreement. The definitions of measurement for each of the PIs and KPIs are set out in Part 2 of this appendix 1.

Ref	Old ref	Short description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
	Additional	The % of Markets units that are occupied	>90%	>90%	>90%	>90%	>90%	>90%	>90%	>90%	>90%	>90%	>90%
	Additional	The % of Council-owned Business Centre units that are occupied	>75%	>80%	>85%	>90%	>90%	>90%	>90%	>90%	>90%	>90%	>90%
	Additional	The % of Council-owned Factory units that are occupied	>80%	>85%	>90%	>90%	>90%	>90%	>90%	>90%	>90%	>80%	>80%
	Additional	Rental Arrears outstanding on Market Units as a percentage of the gross debit	<2.5%	<2.5%	<2.5%	<2.5%	<2.5%	<2.5%	<2.5%	<2.5%	<2.5%	<2.5%	<2.5%
	Additional	Rental Arrears outstanding on Business Centre Units as a percentage of the gross debit	<2.5%	<2.5%	<2.5%	<2.5%	<2.5%	<2.5%	<2.5%	<2.5%	<2.5%	<2.5%	<2.5%
	Additional	Rental Arrears	<2.5%	<2.5%	<2.5%	<2.5%	<2.5%	<2.5%	<2.5%	<2.5%	<2.5%	<2.5%	<2.5%



	outstanding on Factory Units as a percentage of the gross debit											
VE04	Assess all rent reviews	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
VE05	Assess all lease renewals	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
VE06	Final accounts and asset valuations	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
VE02	Rental Arrears - percentage of outstanding accounts over 60 days passed to Legal or Debt Recovery	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
MO2	Rental Arrears (Markets) - percentage of outstanding accounts over 60 days passed to Legal or Debt Recovery	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
BC02	Rental Arrears (Business Centres) - percentage of outstanding accounts over 60 days passed to Legal or Debt Recovery	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Additional	Rating for Asset Management under the annual Use of Resources judgement or	Level 3	Level 3	Level 4	Level 4	Level 4	Level 4	Level 4	Level 4	Level 4	Level 4	Level 4

	its equivalent in the CAA											
PMI 1A	% GIA in condition categories A to D (schools, other land & buildings, community asset)	A 3.8% B 85% C 11.2% D 0%	A 3.8% B 85% C 11.2% D 0%	A 3.8% B 91.2% C 5% D 0%	A 3.8% B 91.2% C 5% D 0%	A 3.8% B 91.2% C 5% D 0%	A 3.8% B 91.2% C 5% D 0%	A 3.8% B 91.2% C 5% D 0%	A 3.8% B 91.2% C 5% D 0%	A 3.8% B 91.2% C 5% D 0%	A 3.8% B 91.2% C 5% D 0%	A 3.8% B 91.2% C 5% D 0%
PMI 3A	Percentage of portfolio by GIA that has had a suitability survey within 5 years	90%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
PMI 3C	Percentage of properties graded as Good or Satisfactory	55%	60%	60%	65%	70%	75%	80%	85%	90%	90%	90%
PMI 4A	% portfolio by GIA with Access Audit completed	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
PMI 4C	% portfolio by GIA with Accessibility Plan in place	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
PMI 5B1	Average office floor space per number of staff in office based teams (NIA per FTE)	10m <sup>2</sup>	10m <sup>2</sup>	9m <sup>2</sup>	9m <sup>2</sup>	9m <sup>2</sup>	7m <sup>2</sup>	7m <sup>2</sup>	7m <sup>2</sup>	7m <sup>2</sup>	7m <sup>2</sup>	7m <sup>2</sup>
PMI 2A	Total energy consumption per m2	174 kWh	164 kWh	154kWh	154kwh	154kwh	150kwh	150kwh	150kwh	150kwh	150kwh	150kwh
PMI 2B	Total water consumption m <sup>3</sup> compared	0.55m <sup>3</sup>	0.55m <sup>3</sup>	0.54m <sup>3</sup>	0.54m <sup>3</sup>	0.54m <sup>3</sup>	0.54m <sup>3</sup>	0.54m <sup>3</sup>	0.54m <sup>3</sup>	0.54m <sup>3</sup>	0.54m <sup>3</sup>	0.54m <sup>3</sup>

	to per m <sup>2</sup>											
PMI 2C	CO2 emissions per m2 by property category	50kg	50kg	50kg	50kg	50kg	50kg	50kg	50kg	50kg	50kg	50kg
Additional	% of Priority A(ie urgent) repairs calls responded to within response times set out in operational Service Standards	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Additional	% of all (non-urgent) Priority B to F repairs calls responded to within response times set out in operational Service Standards	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
Additional	% of calls to FM answered by a human within 30 seconds	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
Additional	Percentage of customers satisfied with the Asset Management / Facilities Management service	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%

## Other Performance Information

The following table sets out PIs which the Partner shall report to the Council and the frequency of the reporting. The definition of measurement of the PIs are set out in Part 2.

Ref	Short description	Frequency
	Backlog of maintenance costs in priorities 1 - 3	Annual
	Annual % change to required maintenance figure over previous year.	Annual
	Total spend on R&M, total spend per meter GIA, split planned (P) & responsive (R) maintenance	Annual
	Number of properties with suitability survey within 5 years	Annual
	i) % of properties graded as good or satisfactory ii) % of properties for which grading has improved since the last survey.	Annual
	Number of properties with Access Audit completed	Annual
	Number of properties with Accessibility Plan in place	Annual
	a) Operational office property as a % of the total portfolio b) Office space per head of population	Annual
	Office space as a % of total floor space in operational office buildings using NOS to NIA	Annual
	a) The number of office or operational building shared with other public agencies. b) The % of office or operational buildings shared with public agencies.	Annual
	Average floor space (NIA) per workstation (not FTE)	Annual
	Annual property cost per workstation (Not FTE)	Annual
	Gross property (Revenue) costs of the operational estate as a % of the Gross Revenue budget.	Annual
	Gross property costs per m2 GIA by CIPFA categories/types: Schools Operational Buildings Community Assets Non-operational	Annual

## Part 2: Definitions of Performance Indicators

Where appropriate in the following two tables of definitions a PI or KPI may be defined by reference to the definition of a national PI. In such cases the definition for use in all parts of this Agreement will change from time to time as the national definition changes.

Ref	Short description	Definition
	The % of Markets units that are occupied	The % of units within the market that are occupied as an average across the year.
	The % of Council-owned Business Centre units that are occupied	The % of business centre units that are occupied across the Council's business centre portfolio (calculated as the average of the average annual occupation rates for each of the business centres)
	The % of Council-owned Factory units that are occupied	The % of factory units that are occupied across the Council's factory unit portfolio (calculated as the average of the average annual occupation rates for each of the factory units)
	Rental Arrears outstanding on Market Units as a percentage of the gross debit	The £s value of rental payments not paid on the due date as a % of the total £s value of rental payments due in the period
	Rental Arrears outstanding on Business Centre Units as a percentage of the gross debit	The £s value of rental payments not paid on the due date as a % of the total £s value of rental payments due in the period
	Rental Arrears outstanding on Factory Units as a percentage of the gross debit	The £s value of rental payments not made on the due date as a % of the total £s value of rental payments due in the period
	Assess all rent reviews	% of Tenanted Non-Residential Property where the Partner carries out an assessment of whether it would be beneficial to initiate a rent review, as and when a rent review is due under the terms of the lease/licence
	Assess all lease renewals	% of Tenanted Non-Residential Property where the Partner carries out an assessment of the need to renew a lease as and when the renewal is due under the terms of the lease/licence
	Final accounts and asset valuations	The final accounts and asset valuations required by the Council's Section 151 officer from the Partner's Estate and Valuations service in order to prepare the Council's accounts.
	Rental Arrears - percentage of outstanding accounts over 60 days passed to Legal or Debt Recovery	The % of accounts which are outstanding after 60 which are passed by the Partner to the Council's Legal or Debt Recovery services
	Rental Arrears	The % of accounts which are outstanding after 60

<b>Ref</b>	<b>Short description</b>	<b>Definition</b>
	(Markets) - percentage of outstanding accounts over 60 days passed to Legal or Debt Recovery	which are passed by the Partner to the Council's Legal or Debt Recovery services
	Rental Arrears (Business Centres) - percentage of outstanding accounts over 60 days passed to Legal or Debt Recovery	The % of accounts which are outstanding after 60 which are passed by the Partner to the Council's Legal or Debt Recovery services
	Rating for Asset Management under the annual Use of Resources judgement or its equivalent in the CAA	The rating of the Council's approach to Asset Management as assessed by the Audit Commission through the Annual Use of Resources
	% GIA in condition categories A to D (schools, other land & buildings, community asset)	% Gross internal floor-space in condition categories A-D
	Percentage of portfolio by GIA that has had a suitability survey within 5 years	<p>To be reported for all operational buildings (excluding Schools) occupied by the Council, which deliver a service to the public.</p> <p>Definition of suitability categories:-</p> <ul style="list-style-type: none"> <li>• Good: Performing well and operating efficiently (supports needs of staff and delivery of services)</li> <li>• Satisfactory: Performing well but with minor problems (Generally supports needs of staff and delivery of services)</li> <li>• Poor: Showing major problems and or not operating optimally (impedes the performance of staff and or delivery of services)</li> <li>• Unsuitable: Does not support the delivery of services (seriously impedes the delivery of services)</li> </ul>
	Percentage of properties graded as Good or Satisfactory	<p>To be reported for all operational buildings (excluding Schools) occupied by the Council, which deliver a service to the public.</p> <p>Definition of suitability categories:-</p> <ul style="list-style-type: none"> <li>• Good: Performing well and operating efficiently (supports needs of staff and delivery of services)</li> <li>• Satisfactory: Performing well but with minor problems (Generally supports needs of staff and delivery of services)</li> </ul>
	% portfolio by GIA with Access Audit completed	Access Audit is defined as "an examination of a building its facilities or services reported on against pre-determined criteria to assess its ease of use by

Ref	Short description	Definition
		<p>disabled people”.</p> <ul style="list-style-type: none"> <li>To be reported for Operational Properties excluding Schools.</li> </ul> <p>To be reported for Council buildings, from which a service is provided and which are open to the public.</p>
	% portfolio by GIA with Accessibility Plan in place	<p>Accessibility Plan is defined as “observations following Access Audits which can be used to identify the actions to be undertaken.”</p> <ul style="list-style-type: none"> <li>To be reported for Operational Properties excluding Schools.</li> </ul> <p>To be reported for Council buildings, from which a service is provided and which are open to the public.</p>
	Average office floor space per number of staff in office based teams (NIA per FTE)	<p>RICS Code of Measurement to be used in calculating GIA and NIA</p> <p>The staff number includes all members of office based teams which are located at the building.</p>
	Total energy consumption per m2	<p>To be reported for all operational buildings occupied by the Council, including schools, (excluding housing / dwellings).</p> <p>Energy Costs Consumption (gas, electricity, oil, solid fuel) – to be reported by property category in £ spend per m2 GIA and by kWh per m2 GIA.</p>
	Total water consumption per m2	<p>To be reported for all operational buildings occupied by the Council, including schools, (excluding housing / dwellings).</p> <p>Water costs/consumption– to be reported by property category in £ spend per m2 GIA and by volume m3 per m2 GIA.</p>
	CO2 emissions per m2 by property category	<p>To be reported for all operational buildings occupied by the Council, including schools, (excluding housing / dwellings).</p> <ul style="list-style-type: none"> <li>CO2 Emissions – to be reported by property category in tonnes of carbon dioxide per m2 GIA.</li> <li>CO2 emissions data will fit with the UK’s Climate Change Programme targets.</li> </ul>
	% of Priority A (ie emergency) repairs calls responded to within response times set out in operational Service	<p>The % of repair calls where the location of the reported fault is attended by the Partner’s Personnel within the time period specified in 8.2. for Priority A repairs.</p>

Ref	Short description	Definition
	Standards	
	% of all repairs calls responded to within response times set out in operational Service Standards	The % of repair calls where the location of the reported fault is attended by the Partner's Personnel within the time period specified in 8.2 for Priority B to F as appropriate.
	% of calls to FM answered by a human within 30 seconds	% of call answers with 30 seconds by Direct Dial (DDI) extensions (Handled calls: measured from the point the call enters the call handling system until the call is answered by a human during working hours)
	Percentage of customers satisfied with the Asset Management / Facilities Management service	The proportion of customers who report being satisfied or very satisfied with the Facilities Management service following a call to the FM service

## Definitions for Other Performance Information

Ref	Short description	Definition
	Backlog of maintenance costs in priorities 1 - 3	<p>Required maintenance by cost expressed:</p> <p>i) as total cost in priority levels 1-3</p> <p>ii) as a % in priority levels 1 – 3</p> <p>Include all Freehold and Leasehold property where the Council has a direct repairing obligation.</p> <p>To be reported by the following categories</p> <ul style="list-style-type: none"> <li>• Schools</li> <li>• Other Land and buildings (see separate definitions)</li> <li>• Community Assets including parks, open spaces, cemeteries and crematoria (land) and external works of ('community') art.</li> <li>• Non-Operational (if applicable)</li> </ul> <p>Floor space to be calculated as the gross internal area (GIA) in accordance with the RICS Code of Measuring Practice</p>
	Annual % change to required maintenance figure over previous year.	Annual percentage change to total required maintenance figure over previous year. Required maintenance is defined as "The cost to bring the property from its present state up to the state reasonably required by the Council to deliver the service and/or to meet statutory or contract obligations and maintain it at the standard". This should exclude improvement projects but include works necessary to comply with new legislation e.g. asbestos and legionella.
	Total spend on R&M, total spend per meter	The total spend on repair and maintenance in previous financial year



Ref	Short description	Definition
	GIA, split planned (P) & responsive (R) maintenance	<p>ii) total spend on repair and maintenance per square metre GIA</p> <p>iii) Percentage split of total spend on maintenance between planned and reactive maintenance</p> <p>Include all Freehold and Leasehold property where the Council has a direct repairing obligation.</p> <p>To be reported by the following categories</p> <ul style="list-style-type: none"> <li>• Schools</li> <li>• Other Land and buildings (see separate definitions)</li> <li>• Community Assets including parks, open spaces, cemeteries and crematoria (land) and external works of ('community') art.</li> <li>• Non-Operational (if applicable)</li> </ul> <p>Floor space to be calculated as the gross internal area (GIA) in accordance with the RICS Code of Measuring Practice. Spend on Maintenance covers the total repair and maintenance programme (reactive and planned) including any associated fees for the work. It should also include any capital spending on repair and maintenance.</p>
	Number of properties with Access Audit completed	<p>Access Audit is defined as "an examination of a building its facilities or services reported on against pre-determined criteria to assess its ease of use by disabled people".</p> <p>To be reported for Operational Properties excluding Schools.</p> <p>To be reported for Council buildings, from which a service is provided and which are open to the public.</p>
	Number of properties with Accessibility Plan in place	<p>Accessibility Plan is defined as "observations following Access Audits which can be used to identify the actions to be undertaken."</p> <p>To be reported for Operational Properties excluding Schools.</p> <p>To be reported for Council buildings, from which a service is provided and which are open to the public.</p>
	<p>a) Operational office property as a % of the total portfolio</p> <p>b) Office space per head of population</p>	<p>All calculations of space based on GIA</p> <p>Utilisation measures the extent to which available space (capacity) is in use.</p> <p>The total operational portfolio area is the amount of</p>

Ref	Short description	Definition
		<p>space occupied by the Council classified as 'operational assets' under the CIPFA accounting code guidance.</p> <p>RICS Code of Measurement to be used in calculating GIA and NIA</p> <p>The population of the area is that shown in the most recent figures available from the Office of National Statistics</p> <p>Include areas of a building that are leased but exclude whole buildings which are leased.</p>
	Office space as a % of total floor space in operational office buildings using NOS to NIA	<p>Net office space (NOS) excludes primary circulation areas, civic areas and meeting rooms, receptions, canteen facilities and basement storage. Net office space includes break out areas, informal meeting areas, communal meeting rooms and areas, training rooms, and office space used as storage. First Aid rooms, areas for office equipment (printers, copiers, servers, etc.) should be included if they are located in space that would otherwise be used for office accommodation. If they are not located in space which could be used as office accommodation, exclude them from the calculations.</p>
	<p>a) The number of office or operational building shared with other public agencies.</p> <p>b) The % of office or operational buildings shared with public agencies.</p>	<p>All calculations of space based on GIA</p> <p>Utilisation measures the extent to which available space (capacity) is in use.</p> <p>The total operational portfolio area is the amount of space occupied by the Council classified as 'operational assets' under the CIPFA accounting code guidance.</p> <p>RICS Code of Measurement to be used in calculating GIA and NIA</p>
	Average floor space (NIA) per workstation (not FTE)	<p>A workstation is defined as "any location set up principally to provide a workspace for use by one person at a time"</p>
	Annual property cost per workstation (Not FTE)	<p>A workstation is defined as "any location set up principally to provide a workspace for use by one person at a time"</p> <p>Property costs should include all costs associated with the running of property excluding all management costs.</p>

Ref	Short description	Definition
		<p>Included elements:</p> <ul style="list-style-type: none"> <li>• R&amp;M (inc. Furniture and fittings where funded by maintenance)</li> <li>• Energy (from PMI Information)</li> <li>• Water and Sewerage (from PMI Information)</li> <li>• Grounds maintenance</li> <li>• Rents</li> <li>• Rates</li> <li>• Cleaning and domestic costs</li> <li>• Premises insurance</li> <li>• Security</li> <li>• Caretaking/Janitorialing</li> </ul> <p>Exclude:</p> <ul style="list-style-type: none"> <li>• Housing</li> <li>• PFI and PPP schemes from property costs and floor areas</li> <li>• Capital charges</li> <li>• Notional asset rents</li> </ul>
	<p>Gross property (Revenue) costs of the operational estate as a % of the Gross Revenue budget.</p>	<p>Property costs should include all costs associated with the running of property excluding all management costs.</p> <p>Included elements:</p> <ul style="list-style-type: none"> <li>• R&amp;M (inc. Furniture and fittings where funded by maintenance)</li> <li>• Energy (from PMI Information)</li> <li>• Water and Sewerage (from PMI Information)</li> <li>• Grounds maintenance</li> <li>• Rents</li> <li>• Rates</li> <li>• Cleaning and domestic costs</li> <li>• Premises insurance</li> <li>• Security</li> <li>• Caretaking/Janitorialing</li> </ul> <p>Exclude:</p> <ul style="list-style-type: none"> <li>— Housing</li> <li>— PFI and PPP schemes from property costs and floor areas</li> <li>— Capital charges</li> </ul> <p>Notional asset rents</p>
	<p>Gross property costs per m2 GIA by CIPFA categories/types: Schools Operational Buildings Community Assets Non-operational</p>	<p>Property costs should include all costs associated with the running of property excluding all management costs.</p> <p>Included elements:</p> <ul style="list-style-type: none"> <li>• R&amp;M (inc. Furniture and fittings where funded by maintenance)</li> <li>• Energy (from PMI Information)</li> <li>• Water and Sewerage (from PMI Information)</li> <li>• Grounds maintenance</li> </ul>

Ref	Short description	Definition
		<ul style="list-style-type: none"> <li>• Rents</li> <li>• Rates</li> <li>• Cleaning and domestic costs</li> <li>• Premises insurance</li> <li>• Security</li> <li>• Caretaking/Janitorialing</li> </ul> <p>Exclude:</p> <ul style="list-style-type: none"> <li>— Housing</li> <li>— PFI and PPP schemes from property costs and floor areas</li> <li>— Capital charges</li> </ul> <p>Notional asset rents</p>

DATED \_\_\_\_\_ 2009

(1) NORTH EAST LINCOLNSHIRE BOROUGH COUNCIL

and

(2) NORTH EAST LINCOLNSHIRE CARE TRUST PLUS

*SERVICE LEVEL AGREEMENT*

**ASSET MANAGEMENT AND FACILITIES MANAGEMENT SERVICES**



## **APPENDIX 2**

THIS SERVICE LEVEL AGREEMENT is made the 1<sup>st</sup> day of September 2009

BETWEEN:

NORTH EAST LINCOLSHIRE BOROUGH COUNCIL and NORTH EAST LINCOLNSHIRE CARE TRUST PLUS

### **1. INTRODUCTION AND BACKGROUND**

This Service Level Agreement is supplemental to The Partnership Agreement entered into by the Council and the Care Trust made on the (insert date of completion) pursuant to Section 31 of the Health Act 1999 and Section 45 of the Health and Social Care Act 2001

It is agreed that the Council shall provide Asset Management and Facilities Management Services to the Care Trust subject to the provisions of this Service Level Agreement

The provisions of this Service Level Agreement shall in any event cease to have effect upon the termination of the Partnership Agreement and/or the winding down of the Care Trust

### **2. DEFINITIONS**

In this Service Level Agreement, save where context otherwise requires, the following expressions shall have the meanings hereby ascribed to them:

“The Partnership Agreement” means the umbrella Agreement to which this document is a Schedule

“The Service Level Agreement” means this document including all Schedules Specifications and other documents which are incorporated or referred to within

“The Care Trust” means the North East Lincolnshire Care Trust Plus

“The Council” means the North East Lincolnshire Borough Council

“The Party(ies)” means the Care Trust and/or the Council

“The Service” means the Asset Management and Facilities Management Service provided to the Care Trust by the Council the details of which are set out in this Service Level Agreement

“The Agents” are those staff contractors or other organisations employed by the Council to deliver the services as laid out in this Service Level Agreement

“Service Users” means the staff and agents of the Care Trust Plus

“The Specialist Services Service Level Agreement” means a separate Service Level Agreement agreed between The Council and The Care Trust which sits under the Partnership Agreement

### **3. SERVICE LEVEL AGREEMENT TERM**

The Service Level Agreement shall commence on 1<sup>st</sup> April 2009 and continue in force for three years. Subject to satisfactory performance a further three year option may be exercised by agreement between The Parties. The Service Level Agreement will be subject to annual review at the financial year end which for the avoidance of doubt will be the 31 March in any year of the term.

### **4. DESCRIPTION OF THE SERVICES**

To manage, co-ordinate monitor and ensure the delivery of the Asset Management and Facilities Management Services as laid out in this Service Level Agreement

To provide accurate, timely and relevant information on the land and property holdings of the Care Trust and the Facilities Management services provided within those. This will include:



- a) The collection of data and statistics and maintenance of relevant data bases
- b) The preparation of reports as required by the Care Trust either periodically or from time to time
- c) The collection of evidence as required by statute
- d) Preparation of ERIC and PEAT annual reports as required by the Care Trust Board, (see Section 11 for other reports)
- e) Other information as required by the Care Trust from time to time

To attend the Estates Strategy Meeting and Facilities Management Meeting to report on performance, answer Service Users queries and to offer professional advice on asset management and facilities management services also attendance at other ad hoc meetings as required.

#### **4.1 Asset Management Services**

Strategic Asset Management includes:

- a) the strategic management of The Care Trust's land and property holdings, as set out in Schedule A to this Service Level Agreement
- b) the application and use of capital
- c) the prioritisation and use of revenue resources associated with property assets
- d) The development of asset strategies, policies, their implementation and effective Facilities Management.

All actions by the Council and their Contractors will optimise the utilisation of resources in terms of service benefits and value for money.

The services offered within this part of The Asset Management Service are:

- a) Providing a corporate landlord service in line with NHS Estate code recommended practice.
- b) The management and co-ordination of the project management and delivery of major capital works. For such projects specific funding for project

management will be included in the business case being made and will be in addition to the fixed fee which forms part of this Service Level Agreement.

- c) The management of property valuation rates and the authorisation of invoices relating to rates. Liaising with the District Valuer as necessary.
- d) The management of utilities use and costs and the authorisation of invoices relating to utilities.
- e) To ensure that all building insurances are in place and reflect any changes in occupation or use.
- f) Accurate and timely maintenance of The Care Trust's property information and records and leases register within a Property Data Management Information System.
- g) Management of the Facilities Management Service, (including the NLAG FM SLA) to ensure a safe, secure and suitable, fit for purpose working environment which supports Service Users in providing a continuously improving service delivery.
- h) Development of an action plan based upon the need to maintain buildings at NHS Estatecode Category B unless otherwise explicitly agreed with The Care Trust.
- i) The management of Specialist Services Services agreements which will include the commissioning, management and co-ordination of Specialist Service Consultants..
- j) Reporting periodically on agreed property performance measures, monitoring performance through internal and external benchmarking, Reporting performance to the Department of Health and the Care Trust Plus, e.g. ERIC Returns.

- k) Organise systematic and regular measurement of energy use at all of the organisations premises (as identified in Schedule A ), utilising invoices and

fuel/energy data for each site. Use TEAM reporting module to provide detailed accounts of energy use. Compare the Normalised Energy Performance Indicators (N.P.I.) with indices from previous years, other premises or to benchmarks representing target or typical energy performance.

- l) Alert Building Managers and Facilities Officers of sudden changes in energy use patterns and make recommendations for corrective action

#### **4.2 Facilities Management Services (Excluding NLAG – DPoW Campus)**

To deliver a facilities management service within The Care Trust's land and property holdings. The Facilities Management Service will include location specific services identified in the Service Matrix, contained in Schedule C. These will initially be delivered through the several contractual and other arrangements which currently exist. Over time and to a programme agreed with The Care Trust Plus these will be reviewed and consolidated to achieve economies of scale, reductions in cost and/or improvements in quality.

The services offered within this part of The Facilities Management Service are:

- a) To ensure that the appropriate hard and soft Facilities Management Services are in place at each of The Care Trust's land and property holdings
- b) Management, co-ordination and monitoring of all hard and soft Facilities Management services as laid out in Schedule C whether supplied by the Council or its contractors or agents.
- c) Arrange for and monitor the effectiveness of a day to day reactive service and emergency repairs service through a 24 hour / 365 day emergency contact procedure as laid out in Schedule B.

- d) Management, co-ordination and monitoring of minor capital and revenue programmes of work including commissioning of revenue and capital planned preventative maintenance, property improvement and adaptation scheme programmes and feasibility studies. These to include project approval, authorisation, monitoring of expenditure and the reporting of project progress.
- e) Preparation, monitoring and management of the budgets for Facilities Management Services including, ordering of goods and services, authorisation of invoices, assisting in the preparation of service charges, apportionment of costs, expenditure commitment/expenditure profiling and monthly budget monitoring and reporting.
- f) Accommodation planning and churn management in accordance with strategic asset management plans.
- g) Consultation with and support and guidance to The Care Trust in the development of best practice management of accommodation in creating efficient solutions to balance building ergonomics with operational requirements and the needs of service users.
- h) Undertake a managed risk approach to all activities - incorporating legislative and good practice guidance including the Management of Health and Safety at Work Regulations 1999 and all other relevant legislation. and Department of Health guidance. This to include the arrangement of necessary inspection and audit regimes.
- i) In conjunction with service managers and Service Users to provide support to prepare and maintain emergency and business continuity plans for The Care Trust's land and property holdings.
- j) Support and provide the required input to best value, value for money developments and service reviews.

## **5. SERVICE STANDARDS AND QUALITY ASSURANCE**

The service standards and quality assurance systems will be agreed between the Council and its contractors and/or agents and will be recorded within the documentation that exists between them. Copies of this documentation will be made available to The Care Trust upon request. The key standards to which The Services will be provided are laid out in summary below.

### **5.1 Asset Management Services**

- a) A named locally based appropriately qualified and experienced property professional will be the point of contact for the delivery of services contained in this agreement.
- b) Appropriately qualified and experienced professional staff or consultants will be engaged to undertake activities contained in this agreement.
- c) Arrangements will be made to ensure Third Party and/or professional indemnity insurances are in place.
- d) To provide a prompt response to all enquiries
- e) To meet targets as set in the strategic asset management plan

### **5.2 Facilities Management Services**

- a) Provide customer services from 08:30 to 17:00 hours Monday to Thursday, 08:30 to 16:30 Friday.
- b) Provide emergency callout services around the clock 365 days per year.
- c) Liaise with premises occupants prior to undertaking any disruptive works.
- d) Monitor the quality of work and take corrective action when necessary.
- e) Undertake reactive, routine, planned and statutory maintenance and inspections to buildings and building services. Details of response times for maintenance work is shown in Schedule B.
- f) Put in place the necessary cleaning schedules for routine and periodic cleaning, including hygiene and special cleaning required in patient and food preparation and storage areas.

Secure information required to prove due diligence and compliance with legislation

## **6. INTERRUPTIONS IN SERVICE**

The Council and its Agents will endeavour to ensure it provides fully operational buildings and all the soft Facilities Management services as laid out in Schedule C, however planned shutdowns and unforeseen events may at times result in disruption/failure of service, in these circumstances alternative solutions will be provided with the agreement of The Care Trust .

The Care Trust will report promptly any failure in the property and the hard or soft Facilities Management services and will require the Council to instruct its Agents to rectify the fault within 14 working days or a more appropriate length of time as agreed between the Council and the Care Trust. Should this rectification not happen the Care Trust will rectify the fault and pass the costs of the rectification and the associated disruption for payment by the Council.

## **7. PREMISES CONDITION STANDARDS**

All occupied buildings are to be maintained at Estatecode category B level unless otherwise explicitly agreed with the Care Trust. The condition of each building is shown at Schedule A. A programme of investment to bring the buildings up to the standard required will be agreed. This programme will run over mutually agreed timescales.

## **8. GENERAL SERVICE STANDARDS**

The Council and its Agents will hold the necessary skills and knowledge to carry out the tasks expected of them in delivering the services laid out in the Service Level Agreement.

All services delivered by the Council or its Agents will comply with legislation and Department of Health guidance and will comply with the relevant Care Trust policies and procedures.

This will be deemed to include all current amendments and additional Acts.

In the absence of any procedure, specification, code of practice or Department of Health guidance, all plant, equipment and materials used or specified, and all workmanship specified or executed, shall be in accordance with any Specification or Code of Practice issued by the British Standards Institution, or equivalent national standards of another Member State of the European Union, or equivalent international standards recognised in the United Kingdom.

## **9. QUALITY STANDARDS BS EN ISO 9001:2000**

Subject to funding being agreed by the Care Trust to take this forward, (see section 11) the Service will seek to obtain registration under the above standard with an accredited body within the first three years of the contract.

## **10. CUSTOMER OBLIGATIONS**

The Care Trust will:

- a) Collaborate with the Council and its Agents in the briefing process and in the formulation of strategy options
- b) Agree with the Council and its Agents relevant and appropriate milestones within each project programme
- c) Agree an appropriate frequency for progress reporting and to respond to queries and requests for action, information or comment
- d) Adhere to agreed management deadlines and targets
- e) Participate in customer surveys, focus groups and interviews
- f) Sign off agreed information as required. Examples of these requirements include work briefs, designs, specifications for capital schemes and for services, room data sheets.
- g) Be aware that changes to the brief and specification for services may affect costs and timescales for delivery
- h) Ensure all staff are informed of premises related information, particularly that relating to health and safety and other legislative matters.

- i) Provide accurate and concise information to the Helpdesk, including location, nature of fault, contact name, telephone number, availability of room or area, any special requirements, e.g. restricted access
- j) Agree and allow access at any reasonable time to inspect The Care Trust's land and property holdings and carry out the work as laid out in this Schedule or otherwise agreed with between The Parties
- k) Co-operate with the Council and its Agents in situations where disruption is inevitable
- l) Promptly report any hazards or health and safety issues
- m) Ensure a safe working environment for the Council and its Agents
- n) Indicate at feasibility or work inception stage, any cost limit related to individual projects
- o) Provide feedback on the performance of the Service Level Agreement and participate in customer surveys

## **11. ADDITIONAL SERVICES**

Services requested that are not included in the Service Level Agreement will be charged at an additional cost as agreed with the Authorised Officer(s). A budget code and authorised signature will be required before the work can commence. Additional Services include:

- The Care Trust's accommodation Strategies and property rationalisation proposals.
- An Annual Review of Assets.
- Prepare an Annual Reports eg Fire, Energy etc with a review of performance, achievements and recommendations for action.
- Undertake an initiative to obtain registration under - Quality Standards BS EN ISO 9001:2000.
- Minor improvement works, e.g. associated with change of use, new equipment, shelving, notice boards, etc.
- Furniture and equipment moving services



- New signage
  - Supply of extra keys
  - Replacement of locks due to loss of keys
  - Installation of departmental specialist equipment
- 
- Additional cleaning requirements
  - Ad hoc catering requirements

This SLA does not include the following Services some of which may be procured via the Councils Architectural Consultancy arm subject to the associated charge rates and in compliance with the Care Trusts procurement policies.

- Master Planning
- Building Control
- Acoustic Design
- Geotechnical Surveys
- Soil sampling and analysis
- GIS Mapping
- Asbestos Surveys
- Building Energy Surveys and Works
- Major Construction works
- Plant
- Party Wall advice
- Litigation and Arbitration
- BREEAM Assessment
- Crowd Dynamics
- Traffic Impact Assessments
- Architecture Design
- Mechanical and Electrical / Building Services Design
- Civil and Structural Design
- Quantity Surveying
- Clerk of Works
- Planning Supervisor
- Environmental Engineers
- Landscape Design

- Planning proposals

## 12. KEY PERFORMANCE INDICATORS

### Asset Management

#### Capital projects

- a) The % of projects (with a contract value in excess of £50,000) where the actual time between commit to construct and available for use is within, or not more than 5% above, the time predicted at the commit to construct.
- b) The % of projects (with a contract value in excess of £50,000) where the actual cost at available for use is within +/- 5% of the cost predicted at commit to construct
- c) Percentage of Final Certificates issued within 18 months of practical completion

Note: Any estimates / budgets and programmes agreed will, for the purposes of performance monitoring be adjusted, to take account of any client or other variations outside the control of the service supplier.

### Facilities

### Management

Our performance in respect of the services we provide will be measured quarterly against the following performance measures:-

- Target % completed tasks in Priority A (emergency response) - 90%
- Target % completed tasks in Priorities B (fix within 24 hours) - 90%
- Target % completed tasks in Priorities C (fix within 3 working days) - 90%
- Target % completed tasks in Priority D (respond within 15 working days) - 90%
- Target % completed tasks in Priority E (fix by agreed date) - 90%

- Number of compliments/complaints received
- Percentage of maintenance estimates within +/-5% of invoice
- Number of jobs completed within priority allocation
- Monitor feedback from Customer Satisfaction Questionnaires and/or focus groups

This set of PI's will be reviewed during the first year and a future performance schedule to be agreed between the parties.

## ESCALATION PROCEDURES

### Service Contacts (FM Services)

All telephone calls for assistance between 8.30 am and 5.00pm to be made via the FM helpdesk on 01472 324646.

Contact outside of these hours to be made through Security on 01472 325715 or 01472 325716.

### Referral Contacts

The table below indicates the contacts for Asset Management and Facilities Management services.

Name	Title	Telephone	Fax	email	Mobile
██████ ██████ ██████ ██████	Head of Asset Management & Property Services	██████ ██████	██████ ██████	██████████ ██████████	
██████ ██████ ██████ ██████	Senior Asset Surveyor	██████ ██████	██████ ██████	██████████ ██████	██████████
██████████ ██████ ██████████	Principal Facilities Management Services	██████ ██████	██████ ██████	██████████ ██████	██████████

	Officer				
██████████	Principal	██████	██████	██████████████████	██████████
██████	Facilities	██████	██████	██████	
██████████	Management				
	Officer				

#### 14. COMPLAINTS

All complaints will be dealt with a prompt and sympathetic fashion, thus avoiding escalation to Rectification or formal complaint procedures.

All formal complaints will be managed in accordance with the Care Trust's Complaints Procedure.

#### 15. SECURITY

The Council and its Agents will at all times comply with the security policies and procedures of the Care Trust and the local arrangements within the building.

Identification badges will be worn and be clearly visible. These will show the name of the badge holder the organisation for which they work and carry pictorial evidence. In the absence of such a badge local arrangements will be made by agreement.

#### 16. FINANCIAL ARRANGEMENTS

- a) The budget will be agreed and remain fixed for the period until 31 March 2010.  
At this point any inflationary increases will be agreed and the budget set until the end of the next financial year.
- b) Payment of 1/12 of the annual fixed budget will be made each month in arrears within 14 days of presentation of the invoice.
- c) Payment of any variations and additions will be made in arrears within 28 days of the receipt of the invoice with the necessary supporting evidence
- d) Nothing in the Service Level Agreement shall override The Care Trust Standing Financial Instructions and Standing Orders
- e) The Parties shall co-operate fully to supply financial information as required to enable both parties to meet statutory obligations with regards to the control of finance.

## **17. LIABILITY INSURANCE**

Appropriate liability insurance will be maintained by the Council.

## **18. PARTNERSHIP, SUBCONTRACTING OR ASSIGNMENT**

The Council will not enter into any partnership nor assign or sub contract any work, services or equipment falling under this Service Level Agreement to any third party without the express written agreement of the Care Trust.

Proper employment of agency staff will be permitted where this is to ensure continuation of service provision. However, appointment of agency staff to key or senior positions will be agreed between the Authorised Officers.

Any changes to property ownership, lease terms or other changes that affect the land and property portfolio will be agreed in writing with the Care Trust. Any such transactions will be carried out subject to the policies and procedures of the Care Trust and related Department of Health guidance.

## **19. FORCE MAJEUR**

The Parties will not be in breach of any obligation under this Service Level Agreement if it is unable to perform that obligation in whole or in part by reason of Force Majeure.

If either Party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the claim as a Force Majeure event. The Parties will take all reasonable steps to remedy their failure to perform and to keep the other Party informed of the steps being taken to mitigate the effects. The Care Trust may choose to issue instruction to the Council in respect of such an event.

If an effect of Force Majeure lasts for more than 12 weeks with Party may following consultation with the other give notice of termination in accordance with Clause 22.

## **22. TERMINATION**

All or agreed elements of the Service Level Agreement can be terminated without effect on The Partnership Agreement or any of the other Service Level Agreements covered by The Partnership Agreement in the following circumstances:

- a) By either Party giving twelve months prior notice at any time expiring on the 31<sup>st</sup> March of the relevant year
- b) By either Party with immediate effect if the other is in breach of any of its obligations under this Service Level Agreement and, if the breach is capable of remedy, the other party has failed to remedy such breach within 14 working days of receipt of notice to do so or the parties can agree a longer remedy period depending on the nature of the breach.
- c) By either of the Parties giving 14 working days notice if prevented from performing its obligations due to Force Majeure in accordance with Clause 19

## **23. KEY CONTACTS AND AUTHORISED OFFICER(S)**

**The Authorised Officer for the Care Trust is :-**

**██████████ Deputy Chief Executive**

**The Authorised Officer for the Council is :-**

**██████████ Head of Asset Management & Property Services**

Any changes to the Key Contacts and Authorised Officers will be promptly notified in writing

*Signed on behalf of the Council by (this will be the relevant Executive Director and the Director of Law and Democratic Services in respect of legal services)*

*Dated*

*Signed on behalf of the Care Trust by (authorised signatory)*

*Dated***SCHEDULE A - Care Trust - List of Premises as at 1<sup>st</sup> September 2009**

<b>NORTH EAST LINCOLNSHIRE CARE TRUST PLUS Property List</b>			
<b>PROPERTY</b>	<b>No, street</b>	<b>Town</b>	<b>Post Code</b>
<b>Ex - NELC - PROPERTY</b>			
<b>Freehold</b>			
Beacon Bungalow	Solomon Court	Cleethorpes	DN35 9HL
Beacon House	Solomon Court	Cleethorpes	DN35 9HL
Bert Boyden Centre	34, Carver Road	Immingham	DN40 1DS
Crematorium Lodge	Weelsby Avenue	Grimsby	DN32 0BB
Cromwell Resource Centre	402, Cromwell Road	Grimsby	DN31 2BN
Curzon Centre	Coulbeck Drive	Cleethorpes	DN35 9HW
Eleanor Centre	21, Eleanor Street	Grimsby	DN32 9EA
Farnhurst Court Resource Centre	5, Eleanor Street	Grimsby	DN32 9DT
Littlecoates Bungalow	80 Cambridge Road	Grimsby	DN34 5EA
Poplar Road Offices	Poplar Road	Cleethorpes	NN35 8BL
Queen Street Resource Centre	Queen Street	Grimsby	DN34 5EA
The Willows	Barmouth Drive	Grimsby	DN37 9EJ
Town Hall Street 12	12 Town Hall Street	Grimsby	DN31 1HN
William Molson Centre	Kent Street	Grimsby	DN32 7DJ
Willowdene Bungalow (The Willows Site)	Barmouth Drive	Grimsby	DN37 9EJ
Pine Lodge (The Willows Site)	Barmouth Drive	Grimsby	DN37 9EJ
<b>Supported Housing - Freehold</b>			
Brereton Avenue 135	135, Brereton Avenue	Cleethorpes	DN35 7RL
Station Road, 211	211, Station Road	New Waltham	DN36 4PN
<b>Leasehold</b>			
Acorn Business Park, Unit 5	Moss Road	Grimsby	DN31 0LT
Acorn Business Park, Unit 6	Moss Road	Grimsby	DN31 0LT
The Pilgrim PCC (NELC area)	Pelham Road,	Immingham,	DN40 1JW

Weelsby View Health Centre (Hainton/Heneage PCC) (NELC Area)	Ladysmith Road	Grimsby	DN32 9EF
<b>Supported Housing - Leasehold</b>			
Carlton Road, 22	Carlton Road, 22	Grimsby	DN34 4PP
Clee Road 35	35 Clee Road	Cleethorpes	DN35 8AD
<b>Supported Housing - Rental from Shoreline</b>			
Brereton Avenue 11	Brereton Avenue, 11	Cleethorpes	DN35 7RP
Cambridge Street, 23	Cambridge Street, 23	Cleethorpes	DN35 8HB
Dolphin Street , 17	Dolphin Street , 17	Cleethorpes	DN35 8NE
<b>CTP - PROPERTY</b>	<b>No, street</b>	<b>Town</b>	<b>Post Code</b>
<b>Freehold</b>			
Claremont House	7-9 Welholme Avenue	Grimsby	DN32 0HP
Claremont Bungalow	7-9 Welholme Avenue	Grimsby	DN32 0HP
The Stables, Claremont House	7-9 Welholme Avenue	Grimsby	DN32 0HP
Keelby Clinic	6 Pelham Crescent	Keelby	DN37 8EW
The Gardens	Diana Princess of Wales Hospital, Scartho Road	Grimsby	DN33 2BA
The Cedars (Gardens Site)	Diana Princess of Wales Hospital, Scartho Road	Grimsby	DN33 2BA
Hope St Clinic	Hope Street	Grimsby	DN32 7QL
Peaks Lane Site (Dec 2009)	Peaks Lane	Grimsby	DN32 9RP
<b>Leasehold</b>			
Athena Building	Saxon Court, Gilbey Road	Grimsby	DN31 2UJ
Olympia House	Saxon Way, Gilbey Road	Grimsby	DN31 2UJ
Prince Albert Gardens	1 Prince Albert Gardens	Grimsby	DN31 3HT
Port Office	Cleethorpe Road	Grimsby	DN31 3LL
3 - 7 Brighowgate (Tukes)	3 - 7 Brighowgate (Tukes)	Grimsby	DN32 0QE
18 - 20 Brighowgate (DIP Service)	18 - 20 Brighowgate	Grimsby	DN32 0QX
Open Minds Service	7-9 Osborne Street	Grimsby	DN31 1EY
The Pilgrim PCC (PCT area)	Pelham Road,	Immingham,	DN40 1JW
Weelsby View PCC (PCT Area)	Ladysmith Road	Grimsby	DN32 9EF
Cleethorpes PCC	St Hughs Ave	Cleethorpes	DN35 8ED



Freeman Street (Occ. Therapy)	203 – 207 Freeman Street	Grimsby	DN32 9DW
Hope Court	Cromwell Road	Grimsby	DN37 9LW
Freshney Green PCC	Sorrell Road	Grimsby	DN34 4GB
Cromwell Road PCC	Cromwell Road	Grimsby	DN31 2BH
Open Minds Service	13-15 Grimsby Road	Cleethorpes	DN35 7AQ
<b>NLAG Properties (Subject to seperate SLA)</b>			
Diana Princess of Wales - Outpatients	Diana Princess of Wales Hospital, Scarcho Road	Grimsby	DN33 2BA
Diana Princess of Wales - ECT Suite	Diana Princess of Wales Hospital, Scarcho Road	Grimsby	DN33 2BA
Diana Princess of Wales - Diamond Suite	Diana Princess of Wales Hospital, Scarcho Road	Grimsby	DN33 2BA
Diana Princess of Wales - Sapphire Suite	Diana Princess of Wales Hospital, Scarcho Road	Grimsby	DN33 2BA
Diana Princess of Wales - Crisis Home Treatment	Diana Princess of Wales Hospital, Scarcho Road	Grimsby	DN33 2BA
Diana Princess of Wales - Tukes Café	Diana Princess of Wales Hospital, Scarcho Road	Grimsby	DN33 2BA
Diana Princess of Wales - Administration Corridor	Diana Princess of Wales Hospital, Scarcho Road	Grimsby	DN33 2BA
Diana Princess of Wales - West Arch	Diana Princess of Wales Hospital, Scarcho Road	Grimsby	DN33 2BA
DPoW - (NELC Social Workers)	Diana Princess of Wales Hospital, Scarcho Road	Grimsby	DN33 2BA
Grimsby Community Clinic	Kingsley Grove	Grimsby	DN33 1DW

## SCHEDULE B

### Maintenance Response Times

Repair and maintenance response times and priorities are:

- During normal working hours services will be available between **0830-1700 Monday to Thursday and 0830-1630 Friday**
- **Outside normal working hours emergency response arrangements will be based on a 24 hour call out service provision.**

### Priority A - Emergency Response

Advice on all emergencies will be immediate. Attendance to site will be within 2 hours of receipt of call both within and without normal working hours.

- *Examples:*
  - Risk to life or substantial damage to property
  - Smell of gas
- Major structural damage, including ceiling collapse
- Attendance at Fire Alarms
- Major Health and Safety Issues
- Major water leak or flood resulting in immediate damage to structure, services or equipment
- Major loss of building security
- Major loss of power supply
- Boarding up following glass breakage

Where a call is not considered to require an Emergency Response the following priorities will be assigned.

### Priority B – Same Day Response 0830-1700 Monday to Thursday, 0830-1630 Friday

*Examples:*

- Loss of power supply that does not render the building unsafe or unsecure
- Water leak
- Health and Safety Issues
- Total loss of heating in building

- Main drainage blockage
- Loss of drinking water
- Blocked toilet where less than two other toilets exist

**Priority C - Respond within 24 hours during normal working hours 0830-1700**

**Monday to Thursday, 0830-1630 Friday**

*Examples:*

- Internal lighting faults where accessible and area available
- Partial loss of heating
- Loss of hot water
- Partial loss of power to room or area
- Dangerous paving
- Minor internal plumbing leaks
- Blocked urinal or toilet where other facilities exist
- Overflow pipe discharging

**Priority D - Fix within 3 working days**

*Examples:-*

- Broken WC seat
- Minor heating system leak
- Broken door handle

**Priority E - Fix within 15 working days**

*Examples:*

- Replace sanitary fittings
- Making good holes in walls and ceilings or plaster repairs
- Loose or missing fittings

**Priority F - Fix by agreed date**

*Example:*

- Any work not falling into the above categories where the completion date is pre-arranged with the client

**Schedule C****NORTH  
LINCOLNSHIRE  
TRUST PLUS****EAST  
CARE****NELC - SCHEDULE OF SERVICES MANAGED BY  
PROPERTY****PROPERTY**

	cleaning (internal)	window cleaning	pest control	feminine hygiene	utility and energy supplies	planning maintenance	engineering maintenance, fire alarms, lifts, air con, water storage etc	grounds and garden maintenance	waste management	gritting	security	security alarms / access systems	PAT testing	fire equipment testing	deep clean	out of hours call out	minor / additional works	signage management	Capital works	rating appeals	landlord / tenant issues	ERIC returns
<b>Ex NELC Office/Service</b>																						
Acorn Bus. Park, Unit 5	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y
Acorn Bus. Park, Unit 6	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y
Beacon Bungalow	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y
Beacon House	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
Bert Boyden Centre	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
Crematorium Lodge	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y
Cromwell Resource Centre	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
Curzon Centre	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
Eleanor Centre	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y
Farnhurst Court Resource Centre	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y
Weelsby View PCC (Ex NELC)	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y
Littlecoates Bungalow	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y
Poplar Road Offices	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y
Queen Street Resource Centre	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
The Pilgrim PCC (Ex NELC)	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y
The Willows (Willowdene)	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y

## SLA – Asset Management &amp; Facilities Management

Resource Centre)																							
12 Town Hall Street	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
William Molson Centre	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Willowdene Bungalow	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
<b>Supported Housing</b>																							
135 Brereton Avenue	Services provided on demand and recharged																						
211, Station Road	Services provided on demand and recharged																						
<b>CTP Sites (Ex PCT)</b>																							
Keelby Clinic	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	Y	N	N	Y	Y	Y	Y	Y	Y	Y
Olympia House	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
Prince Albert Gardens	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
Port Office	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
6 Dudley Street	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
3 - 7 Brighowgate	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
The Stables, Claremont	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
Claremont Bungalow	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
Claremont House	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
18 – 20 Brighowgate	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
Hope St Clinic	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
7-9 Osborne Street	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
The Pilgrim PCC (Ex PCT)	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
Weelsby View PCC (Ex PCT)	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
Cleethorpes PCC	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
The Gardens	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y
<b>CTP Sites (New)</b>																							
Cromwell Road PCC (From xxx)																							
Frehsney Green PCC (from November 2009)																							
2A Wellowgate (from Jan 2010)	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y	Y

SLA – Asset Management & Facilities Management

13-15 Grimsby Road (from April 2010)	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y
Hope Court (from July 2009)	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y
207 Freeman Street (from Jan 2008)	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y
Athena Building (from Dec 2008)	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y
The Cedars (The Gardens Site)	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	N	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y
Pine Lodge (The Willows site)	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y
Peaks Lane (from Dec 2009)	N	N	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y

### Appendix 3



Schedule29  
Appendix 3 Properties