

**APPENDIX 4H
SERVICES EXCEPTIONS**

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APPENDIX 4H SERVICES EXCEPTIONS

PART 1. SERVICES

- 1.1 **General Requirements** – Project Co's obligations with respect to the provision and performance of the Services in connection with the New Infrastructure, Non-Upgraded Infrastructure, and Upgraded Infrastructure shall be the same, except where, and to the extent that, a different standard or requirement is specified in this Appendix 4H [Services Exceptions].
- 1.1.1 Without limiting Section 1.1 [General Requirements] of this Appendix 4H [Services Exceptions], Project Co shall perform all:
- 1.1.1.1 Maintenance Services required for the New Infrastructure, Non-Upgraded Infrastructure and Upgraded Infrastructure in accordance with all of the requirements of, and to the standards set out in, Schedule 4 [Services Protocols and Specifications], including the Appendices; and
 - 1.1.1.2 all Repairs and Life Cycle Requirements required for the New Infrastructure, Non-Upgraded Infrastructure and Upgraded Infrastructure in accordance with all of the requirements of, and to the standards set out in, Schedule 4 [Services Protocols and Specifications], including the Appendices.
- 1.1.2 The cost of Repairs performed by Project Co in connection with the Upgraded Infrastructure and Non-Upgraded Infrastructure shall be funded by the Authority pursuant to the annual budgeting process described in Section 2.1 [Annual Repair Budgets] of this Appendix 4H [Services Exceptions] and paid, at the applicable Minor Works Rates, in accordance with the provisions of Schedule 8 [Payments] or Section 10.1 [Lump Sum Payments] of this Agreement, as applicable.
- 1.1.3 Where the Authority agrees to fund any life cycle rehabilitation of the Upgraded Infrastructure or the Non-Upgraded Infrastructure, the applicable Life Cycle Costs shall be paid in accordance with Section 2.6.3 [Plant Services] of this Appendix 4H [Services Exceptions].
- 1.1.4 Project Co acknowledges and agrees that all applicable Response Times and Rectification Periods, as set out in Schedule 4 [Services Protocols and Specifications], including the Appendices, shall apply to the New Infrastructure, Upgraded Infrastructure and Non-Upgraded Infrastructure, and that all Demand Requisitions, Demand Maintenance, Scheduled Maintenance, Repairs and Life Cycle Requirements shall be documented in the CMMS, regardless of whether they relate to the New Infrastructure, Upgraded Infrastructure or Non-Upgraded Infrastructure.

PART 2. REPAIRS TO UPGRADED INFRASTRUCTURE AND NON-UPGRADED INFRASTRUCTURE

Except to the extent that Repairs to the Upgraded Infrastructure or the Non-Upgraded Infrastructure are caused, or contributed to, by Project Co, Project Co shall not be responsible for the cost of performing such Repairs, and the cost of performing such Repairs shall not be included in the Service Payments (for greater certainty, the cost of all Scheduled Maintenance for the Upgraded Infrastructure and the Non-Upgraded Infrastructure shall be included in the Service Payments). The Authority shall reimburse Project Co for the cost of performing Repairs to the Upgraded Infrastructure and the Non-Upgraded Infrastructure, at the applicable Minor Works Rates, or if, and to the extent, the Minor Works Rates are not applicable, at cost plus 10%, as follows:

2.1 Annual Repair Budget

- 2.1.1 At least 90 days before: (i) the Target Service Commencement Date; and (ii) the commencement of each Contract Year, Project Co shall prepare and deliver to the Authority's Operating Period Representative a proposed budget, including quarterly projections, for all costs associated with the performance of Repairs for the Upgraded Infrastructure and the Non-Upgraded Infrastructure during the applicable Contract Year.
- 2.1.2 The Authority's Operating Period Representative shall review each proposed annual Repair budget in accordance with Appendix 4G [Operating Period Review Procedure], and may, in its discretion modify or amend the proposed annual Repair budget prepared by Project Co. Once satisfied with the proposed annual Repair budget, as it may be modified or amended by the Authority's Operating Period Representative, the Authority's Operating Period Representative shall mark such annual Repair budget "REVIEWED", and the "REVIEWED" budget shall thereafter be referred to as the "**Annual Repair Budget**" for Repairs to the Upgraded Infrastructure and the Non-Upgraded Infrastructure during such Contract Year.
- 2.1.3 Project Co shall monitor, and include a report with respect to, all variances from the applicable Annual Repair Budget, as part of each Performance Monitoring Report.
- 2.1.4 Project Co shall prepare and deliver a quarterly trending report to the Authority's Operating Period Representative within five business days after the end of each of the Authority's fiscal quarters. Each quarterly trending report shall:
 - 2.1.4.1 track previous expenditures for Repairs to the Upgraded Infrastructure and Non-Upgraded Infrastructure, organized by the actual cost of materials, labour, supervision and overhead; and
 - 2.1.4.2 explain the cause of any variances from the Annual Repair Budget, and any anticipated revisions to the Annual Repair Budget and the quarterly projections.
- 2.1.5 The Authority may, from time to time, adjust the Annual Repair Budget based on information received from Project Co pursuant to a Performance Monitoring Report or

any quarterly trending report, and Project Co shall cooperate and provide reasonable technical advice and support to assist the Authority with respect to any adjustment of the Annual Repair Budget.

- 2.1.6 The Annual Repair Budget for each Contract Year shall be divided into 12 equal monthly payments which shall be paid to Project Co in accordance with the provisions of Schedule 8 [Payments].
- 2.1.7 Where the cost of Repairs performed for the Upgraded Infrastructure and Non-Upgraded Infrastructure during a Contract Year, exceeds the applicable Annual Repair Budget, Project Co shall be reimbursed for the cost of performing such Repairs in accordance with the Minor Works Rates, or if, and to the extent, the Minor Works Rates are not applicable, at cost plus 10%, to the extent that: (i) Project Co did not cause or contribute to the need for such Repairs; and (ii) the need for such Repairs could not reasonably have been mitigated or avoided by Project Co.
- 2.1.8 Within 30 days after the end of each Contract Year, Project Co shall prepare and submit a reconciliation statement to the Authority's Operating Period Representative. Project Co's reconciliation statement shall specify:
 - 2.1.8.1 the aggregate cost, calculated at the Minor Works Rates, or if, and to the extent, the Minor Works Rates are not applicable, at cost plus 10%, of all Repairs to the Upgraded Infrastructure and the Non-Upgraded Infrastructure performed by Project Co during the applicable Contract Year;
 - 2.1.8.2 the aggregate sum of all payments received by Project Co on account of Repairs to the Upgraded Infrastructure and the Non-Upgraded Infrastructure performed by Project Co during the applicable Contract Year; and
 - 2.1.8.3 a reconciliation of the costs incurred, calculated at the Minor Works Rates, or if, and to the extent, the Minor Works Rates are not applicable, at cost plus 10%, and payments received, by Project Co, on account of Repairs to the Upgraded Infrastructure and the Non-Upgraded Infrastructure performed by Project Co during the applicable Contract Year.
- 2.1.9 Concurrently with each reconciliation statement, Project Co shall prepare and submit an invoice (or credit memo) with respect to the difference between:
 - 2.1.9.1 the aggregate Repair costs incurred in connection with the Upgraded Infrastructure and Non-Upgraded Infrastructure during the Contract Year; and
 - 2.1.9.2 the aggregate sum of all payments received by Project Co on account of Repairs to the Upgraded Infrastructure and the Non-Upgraded Infrastructure performed by Project Co during the applicable Contract Year,

and Section 10.1 [Lump Sum Payments] of this Agreement shall apply with respect to payment.

- 2.1.10 Project Co acknowledges and agrees that the Authority's refusal to approve a proposed annual Repair budget, or to approve any replacement or upgrade of Upgraded Infrastructure or Non-Upgraded Infrastructure, shall not alter or reduce Project Co's obligation to perform the Maintenance Services in accordance with all of the requirements of, and to the standards set out in, Schedule 4 [Services Protocols and Specifications], including the Appendices, and the Authority's refusal shall not constitute a Change.

2.2 Run to Failure

- 2.2.1 The Authority, by notice to Project Co, may from time to time designate specific Upgraded Infrastructure or Non-Upgraded Infrastructure or components of the same, to be "Run to Failure", meaning that, rather than replace failing infrastructure or component(s), the identified infrastructure or component(s) will be Repaired by Project Co until such time as it can no longer meet the minimum performance criteria agreed to by Project Co and the Authority, acting reasonably.
- 2.2.2 If the Authority elects to designate specific Upgraded Infrastructure or Non-Upgraded Infrastructure or components of the same, to be "Run to Failure" the Annual Repair Budget and the quarterly projections shall be adjusted accordingly and Project Co shall be reimbursed for all reasonable costs, calculated at the Minor Works Rates, or if, and to the extent, the Minor Works Rates are not applicable, at cost plus 10%, incurred as a direct result of the Authority's designation of specific Upgraded Infrastructure or Non-Upgraded Infrastructure or components of the same, to be "Run to Failure".
- 2.2.3 Notwithstanding designation of any infrastructure or component(s) as "Run to Failure", Project Co shall not be relieved of its obligation to comply with all applicable Response Times and Rectification Periods affected by such infrastructure or component(s).

2.3 Repairs to Upgraded Infrastructure and Non-Upgraded Infrastructure – This Section 2.3 [Repairs to Upgraded Infrastructure and Non-Upgraded Infrastructure] applies to all Demand Requisitions related to the Upgraded Infrastructure and the Non-Upgraded Infrastructure which are not the result of Malicious Damage.

- 2.3.1 Project Co will respond to all Demand Requisitions in respect of the Upgraded Infrastructure and the Non-Upgraded Infrastructure, and shall make a prompt initial determination whether the Demand Requisition relates to damage or a failure which:

- 2.3.1.1 In the case of the Non-Upgraded Infrastructure:

- 2.3.1.1(1) could have been anticipated and prevented, or substantially mitigated, though proper performance of the Services in accordance with the Services Protocols and Specifications

(within the context of the applicable Annual Service Plan and Annual Repair Budget); or

2.3.1.1(2) could not have been anticipated and prevented or substantially mitigated, through proper performance of the Services in accordance with the Services Protocols and Specifications (within the context of the applicable Annual Service Plan and Annual Repair Budget); or

2.3.1.2 In the case of the Upgraded Infrastructure:

2.3.1.2(1) could have been anticipated and prevented, or substantially mitigated, through proper performance of the Design or Construction in accordance with the Design and Construction Specifications;

2.3.1.2(2) could have been anticipated and prevented, or substantially mitigated, through proper performance of the Services in accordance with the Services Protocols and Specifications (within the context of the applicable Annual Service Plan and Annual Repair Budget); or

2.3.1.2(3) could not have been anticipated and prevented or substantially mitigated, through proper performance of the Design and Construction in accordance with the Design and Construction Specifications or proper performance of the Services in accordance with the Services Protocols and Specifications (within the context of the applicable Annual Service Plan and Annual Repair Budget).

2.3.2 Where Section 2.3.1.1(1), 2.3.1.2(1) or 2.3.1.2(2) [Repairs to Upgraded Infrastructure and Non-Upgraded Infrastructure] of this Appendix 4H [Services Exceptions], applies, Project Co will, as a part of the Services, and without reimbursement from the Authority, perform the Repair within the applicable Rectification Period, and:

2.3.2.1 in the case of Section 2.3.1.2(1) [Repairs to Upgraded Infrastructure and Non-Upgraded Infrastructure], undertake such additional modifications or adjustments to the Design and Construction of the Upgraded Infrastructure; and

2.3.2.2 in the case of Section 2.3.1.1(1), 2.3.1.2(1) or 2.3.1.2(2) [Repairs to Upgraded Infrastructure and Non-Upgraded Infrastructure], undertake such additional modifications or adjustments to the performance of the Services,

as are necessary to maximize the Upgraded Infrastructure's and/or Non-Upgraded Infrastructure's sustainability and resistance to further or future damage or failure, provided that any modifications or adjustments will be subject to:

- 2.3.2.3 compliance with the Design and Construction Specifications and the Services Protocols and Specifications, as applicable;
 - 2.3.2.4 minimization of disruption to the operation of the Facility; and
 - 2.3.2.5 consultation with, and prior approval of, the Authority, such approval not to be unreasonably withheld or delayed.
- 2.3.3 Where Section 2.3.1.1(2) or 2.3.1.2(3) [Repairs to Upgraded Infrastructure and Non-Upgraded Infrastructure] of this Appendix 4H [Services Exceptions], applies, then, subject to Section 2.4 [Emergency Repair] of this Appendix 4H [Services Exceptions], where Project Co estimates that the cost to Repair the damage or failure is:
- 2.3.3.1 less than or equal to \$2,000, Index Linked, Project Co will complete the Repairs within the applicable Response Time and Rectification Period, without any further direction from the Authority, and the provisions of Section 2.1.9 [Annual Repair Budget] of this Appendix 4H [Services Exceptions] will apply to such Repairs; or
 - 2.3.3.2 greater than \$2,000, Index Linked, Project Co will:
 - 2.3.3.2(1) within 24 hours after the Demand Requisition, prepare and deliver to the Authority's Operating Period Representative, an estimate of the cost to Repair the damage or failure, calculated in accordance with the applicable Minor Works Rates, or if, and to the extent, the Minor Works Rates are not applicable, at cost plus 10%; and
 - 2.3.3.2(2) not Repair the damage or failure, unless and until directed to do so by the Authority in writing.

Where the Authority directs Project Co to Repair the damage or failure pursuant to this Section 2.3.3.2 [Repairs to Upgraded Infrastructure and Non-Upgraded Infrastructure], Project Co will complete the necessary Repairs within such reasonable time as the Authority may direct and the provisions of Section 2.1.9 [Annual Repair Budget] of this Appendix 4H [Services Exceptions] will apply to such Repairs.

- 2.4 **Emergency Repairs** - Notwithstanding Section 2.3.3.2 [Repairs to Upgraded Infrastructure and Non-Upgraded Infrastructure] or 3.1.4.2 [Malicious Damage] of this Appendix 4H [Services Exceptions], where the Authority or Project Co determines, acting reasonably, that the continuing existence of Malicious Damage or other damage or failure of a Maintained Element poses a material risk to human safety or to Facility security, Project Co will, without any further direction from the Authority, commence taking such reasonable steps as are necessary in the circumstances to eliminate the risk to human safety and ensure the security of the Facility within 4 hours after becoming aware of the Malicious Damage or other damage or failure of a Maintained Element, and will thereafter diligently complete such work as quickly as practicable. The provisions of Section 2.1.9 [Annual Repair Budget] of this Appendix 4H [Services Exceptions] will

apply to such remedial steps. The provisions of this Section 2.4 [Emergency Repairs] do not apply in the case of Repairs pursuant to Section 2.3.2 [Repairs to Upgraded Infrastructure and Non-Upgraded Infrastructure] or 3.1.3 [Malicious Damage] of this Appendix 4H [Services Exceptions].

2.5 Project Co Plans– Project Co will: *[SP01, Performance Indicators Chart]*

(Reference Section 4.1 [Project Co Plans and Operational Policies and Procedures] of Schedule 4 [Services Protocols and Specifications])

- 2.5.1 Ensure that the Service Commencement and Start-up Plan and each Annual Service Plan includes implementation of the procedures related to the performance of Repairs for the Upgraded Infrastructure and the Non-Upgraded Infrastructure as set out in this Appendix 4H [Services Exceptions].
- 2.5.2 Ensure that each Five Year Maintenance Plan includes descriptions of, and estimates for, the performance of Maintenance Services required for the Upgraded Infrastructure and the Non-Upgraded Infrastructure.
- 2.5.3 Ensure that each Five Year Maintenance Plan identifies any Building Systems within the Upgraded Infrastructure and the Non-Upgraded Infrastructure that are experiencing an abnormally high rate of repairs, recommends solutions for lowering the incidence of repairs and improving reliability and separately identifies recommended replacement of, or upgrades to, such Building Systems, together with recommended schedules and cost estimates.

Where the Authority agrees to fund any replacement or upgrades to the Upgraded Infrastructure or the Non-Upgraded Infrastructure, it shall be deemed a Change and the procedure set out in Schedule 6 [Changes, Minor Works and Innovation Proposals] shall apply. Under no circumstances shall the Authority be required to accept or fund any recommendation with respect to the Upgraded Infrastructure or the Non-Upgraded Infrastructure, and where the Authority does not agree to fund such a recommendation, Project Co shall continue to perform the Maintenance Services for such Upgraded Infrastructure and Non-Upgraded Infrastructure as described in the applicable “REVIEWED” Annual Service Plan and the Five Year Maintenance Plan.

- 2.5.4 Ensure that each Life Cycle Plan includes descriptions of, and estimates for, the recommended performance of life cycle rehabilitation of the Upgraded Infrastructure and the Non-Upgraded Infrastructure. Where the Authority agrees to fund any life cycle rehabilitation of the Upgraded Infrastructure or the Non-Upgraded Infrastructure, Sections 2.6.2 and 2.6.3 [Plant Services] of this Appendix 4H [Services Exceptions] will apply.

2.6 **Plant Services** – *(Reference Section 3.4.3 of Appendix 4C [Plant Services])*

- 2.6.1 The Provisions of Section 3.4.3 [Life Cycle Replacement and Refurbishment] of Appendix 4C [Plant Services] do not apply to the Non-Upgraded Infrastructure or the Upgraded Infrastructure.
- 2.6.2 Project Co shall perform life cycle rehabilitation of Non-Upgraded Infrastructure and Upgraded Infrastructure in accordance with the “REVIEWED” Life Cycle Plan, subject to the Authority’s agreement to fund such life cycle rehabilitation.
- 2.6.3 Where the Authority agrees to fund any life cycle rehabilitation of the Non-Upgraded Infrastructure or the Upgraded Infrastructure, it shall be deemed a Change and the procedure set out in Schedule 6 [Changes, Minor Works and Innovation Proposals] shall apply. Under no circumstances shall the Authority be required to accept or fund any proposed life cycle rehabilitation of the Non-Upgraded Infrastructure or the Upgraded Infrastructure, and where the Authority does not agree to fund such a rehabilitation, Project Co shall continue to perform the Maintenance Services for such Non-Upgraded Infrastructure and Upgraded Infrastructure as described in the applicable “REVIEWED” Annual Service Plan and the Five Year Maintenance Plan.

PART 3. MALICIOUS DAMAGE - NON-UPGRADED INFRASTRUCTURE

(Reference Section 6 [Malicious Damage] of Schedule 4 [Service Protocols and Specifications])

- 3.1 **Malicious Damage** – Section 6 [Malicious Damage] of Schedule 4 [Services Protocols and Specifications], does not apply to Malicious Damage to Non-Upgraded Infrastructure.
 - 3.1.1 The provisions of Section 6 [Malicious Damage] of Schedule 4 [Services Protocols and Specifications] shall apply in the case of Malicious Damage to the Upgraded Infrastructure.
 - 3.1.2 Project Co will respond to Demand Requisitions in respect of all Malicious Damage, and to any other situation whereby Project Co identifies the occurrence of Malicious Damage, to the Non-Upgraded Infrastructure and shall make a prompt initial determination whether the occurrence of such Malicious Damage:
 - 3.1.2.1 could have been anticipated and prevented, or substantially mitigated, though proper performance of the Services in accordance with the Services Protocols and Specifications (within the context of the applicable Annual Service Plan and Annual Repair Budget); or
 - 3.1.2.2 could not have been anticipated and prevented or substantially mitigated, through proper performance of the Services in accordance with the Services Protocols and Specifications (within the context of the applicable Annual Service Plan and Annual Repair Budget).

- 3.1.3 Where Section 3.1.2.1 [Malicious Damage] of this Appendix 4H [Services Exceptions], applies, Project Co will, as a part of the Services, and without reimbursement from the Authority, Repair the Malicious Damage within the applicable Rectification Period and promptly undertake such additional modifications or adjustments to the performance of the Services as are necessary to maximize the Non-Upgraded Infrastructure's sustainability and resistance to further or future Malicious Damage, provided that any modifications or adjustments will be subject to:
- 3.1.3.1 compliance with the Services Protocols and Specifications;
 - 3.1.3.2 minimization of disruption to the operation of the Facility; and
 - 3.1.3.3 consultation with, and prior approval of, the Authority, such approval not to be unreasonably withheld or delayed.
- 3.1.4 Where Section 3.1.2.2 [Malicious Damage] of this Appendix 4H [Services Exceptions], applies then, subject to Section 2.4 [Emergency Repair] of this Appendix 4H [Services Exceptions], where Project Co estimates the cost to Repair the Malicious Damage is:
- 3.1.4.1 less than or equal to \$2,000, Index Linked, Project Co will complete the Repairs within 48 hours after becoming aware of the Malicious Damage and without any further direction from the Authority, and the provisions of Section 2.1.9 [Annual Repair Budget] of this Appendix 4H [Services Exceptions] will apply to such Repairs; or
 - 3.1.4.2 greater than \$2,000, Index Linked, Project Co will:
 - 3.1.4.2(1) within 24 hours after becoming aware of the Malicious Damage prepare and deliver to the Authority's Operating Period Representative, an estimate of the cost to Repair the Malicious Damage, calculated in accordance with the applicable Minor Works Rates, or if, and to the extent, the Minor Works Rates are not applicable, at cost plus 10%; and
 - 3.1.4.2(2) not Repair the Malicious Damage, unless and until directed to do so by the Authority in writing.

Where the Authority directs Project Co to Repair Malicious Damage to the Non-Upgraded Infrastructure pursuant to this Section 3.1.4.2 [Malicious Damage], Project Co will complete the necessary Repairs within such reasonable time as the Authority may direct and the provisions of Section 2.1.9 [Annual Repair Budget] of this Appendix 4H [Services Exceptions] will apply to such Repairs.

PART 4. HANDBACK REQUIREMENTS

4.1 Handback Requirements - Non-Upgraded Infrastructure and Upgraded Infrastructure – *(Reference Appendix 4B [Handback Requirements])*

- 4.1.1 The provisions of Appendix 4B [Handback Requirements] do not apply to the Non-Upgraded Infrastructure or the Upgraded Infrastructure.
- 4.1.2 Project Co will maintain the Non-Upgraded Infrastructure and Upgraded Infrastructure:
- 4.1.2.1 throughout the Operating Period such that the Non-Upgraded Infrastructure and Upgraded Infrastructure then in use shall at all times be in a condition commensurate with its age and its use within a pre-trial detention facility; and
- 4.1.2.2 such that, on the Expiry Date, all Non-Upgraded Infrastructure and Upgraded Infrastructure then in use shall be in a condition commensurate with its age and its use within a pre-trial detention facility.
- 4.1.3 All Non-Upgraded Infrastructure and Upgraded Infrastructure then in use shall be included in the Handback Survey required pursuant to Part 3 [Handback Work] of Appendix 4B [Handback Requirements], and to the extent that any such Non-Upgraded Infrastructure and Upgraded Infrastructure will not be in a condition consistent with Section 4.1.2 [Handback Requirements – Non-Upgraded Infrastructure and Upgraded Infrastructure] of this Appendix 4H [Services Exceptions], upon Project Co implementing the Plans over the remainder of the Term, the works required to be carried out to satisfy the requirements of Section 4.1.2 [Handback Requirements – Non-Upgraded Infrastructure and Upgraded Infrastructure] shall be included in the Handback Works and Project Co's calculation of the Handback Amount.

PART 5. PERFORMANCE INDICATORS CHART

Section 2.5	SP01	Project Co Plans	Service Failure Category	Response Time	Rectification Period	Recording Frequency
	SP01a	Ensure that the Service Commencement and Start-up Plan and each Annual Service Plan includes implementation of the procedures related to the performance of Repairs for the Upgraded Infrastructure and the Non-Upgraded Infrastructure as set out in this Appendix 4H [Services Exceptions].	Report	2 hrs	24 hrs	PE
	SP01b	Ensure that each Five Year Maintenance Plan includes descriptions of, and estimates for, the performance of Maintenance Services required for the Upgraded Infrastructure and the Non-Upgraded Infrastructure.	Report	2 hrs	24 hrs	A

Section 2.5	SP01	Project Co Plans	Service Failure Category	Response Time	Rectification Period	Recording Frequency
	SP01c	Ensure that each Five Year Maintenance Plan identifies any Building Systems within the Upgraded Infrastructure and the Non-Upgraded Infrastructure that are experiencing an abnormally high rate of repairs, recommends solutions for lowering the incidence of repairs and improving reliability and separately identifies recommended replacement of, or upgrades to, such Building Systems, together with recommended schedules and cost estimates.	Report	2 hrs	24 hrs	A
	SP01d	Where the Authority agrees to fund any replacement or upgrades to the Upgraded Infrastructure or the Non-Upgraded Infrastructure, it shall be deemed a Change and the procedure set out in Schedule 6 [Changes, Minor Works and Innovation Proposals] shall apply. Under no circumstances shall the Authority be required to accept or fund any recommendation with respect to the Upgraded Infrastructure or the Non-Upgraded Infrastructure, and where the Authority does not agree to fund such a recommendation, Project Co shall continue to perform the Maintenance Services for such Upgraded Infrastructure and Non-Upgraded Infrastructure as described in the applicable "REVIEWED" Annual Service Plan and the Five Year Maintenance Plan.	High	See Table 1, Appendix 4C [Plant Services]	See Table 1, Appendix 4C [Plant Services]	PE
	SP01e	Ensure that each Life Cycle Plan includes descriptions of, and estimates for, the recommended performance of life cycle rehabilitation of the Upgraded Infrastructure and the Non-Upgraded Infrastructure. Where the Authority agrees to fund any life cycle rehabilitation of the Upgraded Infrastructure or the Non-Upgraded Infrastructure, Sections 2.6.2 and 2.6.3 of this Appendix 4H [Services Exceptions] will apply	Report	2 hrs	24 hrs	A

Legend:

Recording Frequency:

PE--Per Event

M=Monthly

A=Annually

N/A= Not Applicable