

DATED

2012

THE METROPOLITAN BOROUGH OF SOLIHULL (1)

and

NUNEATON & BEDWORTH BOROUGH COUNCIL(2)

AGREEMENT

**Relating to the provision of Electrical Repair and Maintenance Services at
Nuneaton and Bedworth Borough Council**

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THIS AGREEMENT is made day of 1st April 2013

BETWEEN

- (1) **THE METROPOLITAN BOROUGH OF SOLIHULL** of PO BOX 18 Council House Solihull West Midlands B91 3QS (“SMBC”)
- (2) **NUNEATON AND BEDWORTH BOROUGH COUNCIL** of Council House, Coton Road, Nuneaton, CV11 5AA (“the Customer”)

WHEREAS

- 1 Solihull Borough Council (SMBC) wishes to provide services to the Customer on the terms and conditions appearing below.
- 2 The Customer wishes to purchase SMBC services on the terms and conditions appearing below.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement –

- “Services” means those service packages purchased by the Customer as indicated on the Form of Acceptance in the Second Schedule;
- “Commencement Date” means 1st April 2013
- “Service Level Agreement” means the Service Level Agreement contained in the First Schedule
- “End Date” means 31st March 2016
- “Price” means the sum of £148,000 plus VAT per annum payable by the Customer to SMBC for the Services as set out in the Schedule of Fees.
- “Cost of Works” means the cost of repair works payable by the Customer in addition to the Price.
- “Base Budget” means the agreed annual budget of £322,129.00 based on 2459 reactive orders and £284,746.00 based on 547 VOID orders
- “Fixed Savings” means the sum of £60,688 in year 1, £27,309 in year 2 and £25,944 in year 3 based on reactive 2459 reactive and 547 VOID orders
- “Dispute Resolution Procedure” means the dispute resolution procedure found in Appendix 1

1.2 Interpretation

In this Agreement:

1.2.1 references to:-

1.2.1.1 any statute or any section thereof or legislation generally include any statutory extension or modification, amendment or re-enactment of such statutes and include all instruments, orders, bye-laws and regulations for the time being made, issued or given thereunder or deriving validity therefrom, and all other legislation of the European Community that is directly applicable to the United Kingdom;

1.2.1.2 any clause, sub-clause, paragraph, sub-paragraph or schedule without further designation shall be construed as a reference to the clause, sub-clause, paragraph, sub-paragraph or schedule to this Agreement so numbered;

1.2.1.3 this Agreement includes any variations hereto made from time to time and any agreement expressed to be supplemental hereto;

1.2.2 words importing one gender shall include both genders and the singular shall include the plural and vice versa;

1.2.3 "including" shall be construed so as not to limit the generality of any words or expressions in connection with which it is used

2. PAYMENT

2.1 The Customer shall pay SMBC the Price to be paid in two equal payments on 1st April and on 31st October each year.

2.2 SMBC will invoice on a monthly basis, the actual cost of the works based on the spend for the year minus any previous payments.(see Appendix 2) The Customer shall pay to SMBC the Cost of Works within 30 days of written application. At the end of the 1st year SMBC will invoice the customer any over recovery of the 10% savings from the base budget. At the end of 2nd year SMBC will invoice the customer any over recovery of 5% savings from the base budget. At the end of 3rd year SMBC will invoice the customer any over recovery of 5% savings from the base budget. All saving over and above these agreed fixed saving in years one, two and three will be equally shared between SMBC, Dodds and NBBC (See Appendix 3)

2.3 A PROVISION OF SERVICES

SMBC shall provide to the Customer the Services in accordance with the Service Level Agreement (first schedule) and the packages information details document (second schedule) supplied to the Customer.

3. OPTION TO DETERMINE

Either party may determine this Agreement at any time by giving to the other not less than six months prior written notice.

4. TERM

This Agreement shall start on the Commencement Date and shall continue in full force and effect until the End Date unless terminated sooner by means of clause 3 or clause 8 hereof.

5. DEFAULT

In the event that either party shall claim that the other is in default of its obligations pursuant to this Agreement, the party alleging the default may serve notice upon the other requiring it to remedy the default within such period as may be reasonable. In the event that the default complained of shall not be remedied within such reasonable period as may be specified in such notice the Dispute Resolution Procedure shall apply.

6. INSURANCE AND INDEMNITY

6.1 SMBC shall throughout the duration of this Agreement ensure that all necessary insurance cover is maintained with a reputable insurance company.

6.2 SMBC shall indemnify and keep indemnified the Customer against actions claims and demands which may be made against the Customer arising only from the neglect or default of SMBC provided that the Customer shall as soon as practicable give notice in writing to SMBC of any such action or claim brought made or threatened against the Customer and shall not settle action or claim without the consent of SMBC.

7. ASSIGNMENT & SUB-LETTING

The Customer shall not assign the Agreement or any part of it or the benefit or advantage of the Agreement or any part thereof.

8. TERMINATION

SMBC shall be entitled to immediately terminate this Agreement by written notice to the Customer if any amount which is due for payment to SMBC under this Agreement shall be unpaid for 21 days after the relevant due date.

9. EFFECT OF TERMINATION

9.1 In the event of termination of this Agreement for whatever reason in accordance with paragraphs 3 or 8 the Customer will remain liable to pay any portion of the Price or Cost of Works that remains unpaid relating to the Services delivered.

9.2 The termination of this Agreement shall be without prejudice to the rights, duties and liabilities of any party accrued prior to termination.

10. REVIEW OF SERVICES

On each anniversary of the Commencement Date the Services will be reviewed to ensure both SMBC and the Customer continue to receive value for money. At which point the Services will be assessed prior to committing to a further 12 months of the contract or revised by mutual consent and if agreement is reached an addendum to this Agreement shall be raised and signed by both parties.

11. FORCE MAJEURE

SMBC shall not be in breach of this Agreement if there is any total or partial failure of performance by it or it's duties or obligations under this Agreement occasioned by act of God, natural disaster, fire, act of intervention of government or state riot or civil commotion, insurrection or industrial dispute of whatever nature or any other reason beyond the control of SMBC

12. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties agree that the Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement

IN WITNESS whereof this Agreement has been signed on behalf of the parties:

Signed on behalf of THE METROPOLITAN BOROUGH OF SOLIHULL

Signature:

Name:

Position:

Date:

Signed on behalf of THE METROPOLITAN BOROUGH OF SOLIHULL

Signature:

Name:

Position:

Date:

Signed on behalf of NUNEATON AND BEDWORTH BOROUGH COUNCIL

Authorised Signatory

Name:

Position:

Date:

Authorised Signatory

Name:

Position:

Date:

PROPERTY SERVICES TEAM



SERVICE LEVEL AGREEMENT

FOR

**NUNEATON AND BEDWORTH
BOROUGH COUNCIL**

PROPERTY SERVICES TEAM
SERVICE LEVEL AGREEMENT

Service Providers

Name: Paul Evans, Corporate Property Services Manager
Directorate: Resources
Section: Property Services Team
Address: Central Depot, Moat Lane, Solihull, West Midlands B91 2LW
Telephone: 0121 704 6498
Fax: 0121 704 6500

Service Delivered By

Name: Dodd Group (Midlands) Ltd
Address: Rabone Park, Rabone Lane, Smethwick, B66 2NN
Telephone: 0121 565 6000
Fax: 0121 565 6014

Service Recipient

Name: Nuneaton and Bedworth Borough Council (NBBC)
Directorate:
Section:
Address: Council House, Coton Road, Nuneaton, CV11 5AA
Telephone:
Fax: 024 7637 6551

Details of Service

The Property Services Team provides a highly skilled team of professionals committed to deliver a high quality service. It is our aim to ensure:

- We provide you with an efficient and affective responsive repair service.
- We respond quickly and effectively to emergencies and major incidents 24 hours a day, 365 days a year

The Service will be delivered by Dodd Group (Midlands) Ltd in accordance with the terms and conditions contained within the NEC III Engineering and Construction Contract (July 2005) and the Invitation to Tender Documentation (contract number 247-W-11.12-DC) and Tendered rates.

1&2 REACTIVE REPAIRS

We will provide a repairs & maintenance service delivered through the packages. We will:

- Receive repair requests via
 - e-mail (nuneatonandbedworth@solihull.gov.uk)
 - telephone (0121 704 6901)
- Carry out work in the following priorities:-
 - E-Emergency (24 hours response)
 - UE-Urgent Non Emergency (3 days response)
 - J – Jobin repair (14 day response)
 - R-Routine (28 days response)
- Our target is to offer you an appointment for 90% of all UE, J and R repairs.
- Pre inspect repairs where required, within 48 hours
- Give access to our surveyors and engineers for professional advice
- Use qualified and vetted contractors to complete work
- Post inspect a minimum of 10% of repairs for finance & quality
- Offer a dispute resolution process

3. VOIDS

On receipt of an order from NBBC PST will raise an electronic order to The Dodd Group to carry out a Periodic Inspection Report (PIR) on the VOID property within 24 hours.

If the VOID only requires remedial works under Category 1 & 2 repairs from the PIR these will be carried out within 48 hours of receipt of order from NBBC.

If the VOID PIR shows the need for a potential rewire the completed PIR report will be emailed to the agreed NBBC email address within 24 hours of completion.

If NBBC authorise a Re-wire for a VOID property these works will be undertaken within 5 working days of receipt of original order from NBBC.

All PIR reports will be emailed to NBBC to the agreed NBBC email address prior to invoice for the works.

All category 1&2 repairs and rewire works to be undertaken on VOIDS will be carried to the agreed specification provided by NBBC.

4. OUT OF HOURS EMERGENCY STANDBY SERVICE

In addition to the above priorities the Property Services Team will provide a 24 hour 365 day emergency standby service. This service is accessed by telephoning the Out of Hours number for this service on 07500997717.

On receipt of notification of an emergency situation the Property Services standby officer will:

- Determine the exact nature of the emergency and confirm access details and telephone numbers.

- Instruct the appropriate contractor.
- Our response time is 2 hours for out of hour's calls. (Z)
- Provide advice and guidance as appropriate.
- Liaise with other agencies i.e. Police, Fire Service etc if required.
- Ensure any follow-up works are reported the next working day.

5. **ADMINISTRATION SUPPORT**

Our administrative team will provide a friendly, polite, courteous and efficient support service. We will endeavour to:-

- All your calls will be answered within 3 rings;
- Return your calls within 24 hours;
- Answer correspondence within 5 working days;
- Deal with your compliments and complaints within 5 working days;
- Offer you an appointment where ever possible for your work request;
- Offer advice and assistance with queries;
- Ensure the contact centre is manned between 9am and 5.00pm Monday to Friday (unless by prior agreement with NBBC);
- Ensure a good working relationship with our customers and contractors;
- Monitor the performance of our contractors to ensure you are satisfied with their performance by undertaking regular Customer Surveys of reactive repairs;
- Feed back to the management team on the surveys to ensure service standards are maintained and improved;
- Record and deal with your suggestions within 5 working days;
- Be open and honest and provide full information.

6. **KEY PERFORMANCE INDICATORS (KPI's)**

We will monitor and produce the Key Performance Indicators for this contract on a monthly basis as per the agreed KPI summary in Appendix 4.

7. **MEETING STRUCTURE**

Core Group

NBBC and their resident executives will attend all core groups and have an active role in helping to shape the delivery of the service.

Monthly evaluations

NBBCs contract support officer will attend monthly meetings to allow involvement in experiencing and learning how the target costs and reconciliation works are delivered in this contract. SMBC will work with NBBC to allow them to understand our processes for their future benefits.

8. Information Sharing

SMBC will transfer over data to NBBC via a electronic file format daily to allow NBBC to upload into their systems.

SMBC will provide NBBC with all relevant training, Health & Safety and Dodd Insurance records on an annual basis to meet NBBC's audit requirements.

9. DETAILS OF SERVICE OPTIONS

Length of Contract:

Commences 1st April 2013 and ends 31st March 2016.

Notice period:

6 months notice in writing by either party is required to terminate the contract.

10. CONTACTS

Reporting Repairs Tel: 0121 704 6901

Email: Nuneaton.bedworth@solihull.gov.uk

For Service Enquiries

Bill Stevenson	-	Building Services & Operations Manager	- 0121 704 6515
Paul Evans	-	Corporate Property Services Manager	- 0121 704 6494

11. WHO`S - WHO IN PROPERTY SERVICES

Corporate Property Services Manager	Paul Evans	pevans@solihull.gov.uk	704 6494
Building Services & Operations Manager	Bill Stevenson	billstevenson@solihull.gov.uk	704-6515
Senior Structural Engineer	Wayne Plant	wplant@solihull.gov.uk	704 8453
Business Development & Support Officer	Rita Patel	rita.patel@solihull.gov.uk	704 8454
Asset Management			
Building Services and Asset Manager	Brenda Hancox	bhancox@solihull.gov.uk	704-6159
Energy Officer	Sarah Evans	sarahevans@solihull.gov.uk	704-8355
Part-Time Admin Assistant (Energy)	Andrea Willmer	awillmer@solihull.gov.uk	704-6553
Building Services Technical Assistant	Andy Smart	asmart@solihull.gov.uk	704 8454
Senior Stock Condition Surveyor (M&E)	Mark Harris	mharris@solihull.gov.uk	704 6506
Stock Condition Surveyor General Building	Mark Roberts	mroberts@solihull.gov.uk	704 8455
Transport & Moat Lane Depot Manager	Kevin McFeeley	kevinmcfeeley@solihull.gov.uk	704 6541
Energy Project Manager	Chris Collett	ccollett@solihull.gov.uk	704 6606
Mechanical and Electrical Day to Day Maintenance and Planned Programmes			
Senior M&E Engineer	Linda Wilson	lindawilson@solihull.gov.uk	704-6865
Electrical Engineer	Malcolm Rouse	mrouse@solihull.gov.uk	704-6461
M&E Services Engineer	Darren Sidwell	dsidwell@solihull.gov.uk	704 8233
Mechanical Engineer	Janet Sutton	jsutton@solihull.gov.uk	704 8391
Electrical Surveyor (Day to Day)	Martin Kelly	makelly@solihull.gov.uk	704 6876
Mechanical Surveyor (Day to Day)	Charles Meeson	cmeeson@solihull.gov.uk	704 6501
Council House Engineer	Anthony Quinn	aquinn@solihull.gov.uk	704-6490
Customer Consultancy And Landlord Surveying Team For Day To Day And Planned Project Work			
Senior Building Maintenance Project Officer	Gerard McGrory	gmgrory@solihull.gov.uk	704 8451
Project & Building Maintenance Officer – North	Thomas Wynne	twynne@solihull.gov.uk	704-6496
Project & Building Maintenance Officer - Central & East	Alison Clarke	alisonclarke@solihull.gov.uk	704-6508
Project & Building Maintenance Officer – West	Vacant		704-8405
Project & Building Maintenance Officer	Matthew Glasgow	mglasgow@solihull.gov.uk	704 8410
Partnering Contracts Co-ordinator	Simon Rathband	sirathband@solihull.gov.uk	704-8038
Administration Section			
Financial & Operational Support Manager	Ashley Micklewright	amicklewright@solihull.gov.uk	704 6452 (BDT 6946)
Administration Assistant	Maureen Kelly	mkelly@solihull.gov.uk	704-6498
Administration Assistant	Jenny Leek	jleek@solihull.gov.uk	704-6336
Administration Assistant	Debbie Seaborn	dseaborn@solihull.gov.uk	704-6497
Administration Assistant	Sejal Jina	sejina@solihull.gov.uk	704-6499
Administration Assistant	Lynsey Hipkiss	lhipkiss@solihull.gov.uk	704-6518
Administration Assistant	Julie Palser	jpalsers@solihull.gov.uk	704 8456

(Schedule of Fees)

NUNEATON AND BEDWORTH BOROUGH COUNCIL

SCHEDULE OF FIXED PRICE FEES

Year	Inclusive Of	<u>Fixed Cost</u>
2013	Electrical Reactive Repairs (Domestic Properties)	£148,000
2014	Electrical Reactive Repairs (Domestic Properties)	£148,000
2015	Electrical Reactive Repairs (Domestic Properties)	£148,000

SOLIHULL METROPOLITAN BOROUGH COUNCIL DISPUTE RESOLUTION PROCEDURE

Objective

As partners it is our objective to identify potential problems before they arise and seek and find solutions to them at the earliest opportunity. Each partner has responsibility and authority to identify potential problems and to contribute to the resolution process.

Aims of Resolution

The aims of resolution will be:-

1. Work with each other to establish open communications and shared information
2. Identify and prevent problems quickly and efficiently to avoid disputes
3. Improve the level of service and satisfaction
4. Monitor and Improve Safety
5. Ensure efficient and prompt payments

Procedure

First level involvement will be for individuals to seek a resolution them selves, discussing ramifications with their respective managers as necessary. If the resolution is not readily forthcoming and that lack of resolution is having an adverse effect on the partnership and/or the performance of the service package, then the matter must be referred to the next and subsequent level. It is necessary that at each level the matter will either be resolved within seven days or referred to the next level. Relevant paperwork will be collected together through the referral process to enable rapid briefing of each level of management. All problems and solutions agreed will be recorded for the future benefit of the running of the agreement and for reference during the resolution of any subsequent problems.

Escalation

	Council	Customer
Initiation	Contractor/PST Operative/Surveyor	Contracts Co-Ordinator
Second Level	Operations Manager	Senior Contracts Co-Ordinator
Third Level	Corporate Property Services Manager Manager	NBBC Property Services

Appendix 2

Month	Profile	Actual Spend				Current Budget Spend for the Year	Previous Payments	Invoice amount
Jan-13	£26,844	£30,000			Invoice 1			£30,000
Feb-13	£53,688	£50,000			Invoice 2	£50,000	£30,000	£20,000
Mar-13	£80,532	£78,000			Invoice 3	£78,000	£50,000	£28,000
Apr-13	£107,376	£102,000			Invoice 4	£102,000	£78,000	£24,000
May-13	£134,220	£130,000			Invoice 5	£130,000	£102,000	£28,000
Jun-13	£161,065	£155,000			Invoice 6	£155,000	£130,000	£25,000
Jul-13	£187,909	£180,000			Invoice 7	£180,000	£155,000	£25,000
Aug-13	£214,753	£210,000			Invoice 8	£210,000	£180,000	£30,000
Sep-13	£241,597	£235,000			Invoice 9	£235,000	£210,000	£25,000
Oct-13	£268,441	£260,000			Invoice 10	£260,000	£235,000	£25,000
Nov-13	£295,285	£280,000			Invoice 11	£280,000	£260,000	£20,000
Dec-13	£322,129	£310,000			Invoice 12	£310,000	£280,000	£30,000

Fixed Savings

Predicted Savings for NBBC	Base Budget	No. of orders	Year 1 10%	Year 2 5%	Year 3 5%
Reactive Works	£303,265	2450	£30,327	£13,647	£12,965
Additional Upgrade Works	£18,864	9	£1,886	£849	£806
VOIDS	£257,943	547	£25,794	£11,607	£11,027
Void Correction	£26,803		£2,680	£1,206	£1,146
PIR	Savings included in reactive and void figures above				

Baseline	Total Baseline
£124	£131
£8	
£472	£521
£49	
£65	£65

Reactive target Average Job Cost =			£118	£112	£107
Prelim	£148,000				
Sub Total Budget	£754,875		£60,688	£27,309	£25,944
Remaining budget for Rewires	£54,941				
Total Budget	£809,816				

Void baseline	Year 1 10%	Year 2 5%	Year 3 5%
Void unit costs	£521	£469	£445

Total Savings			£60,688	£27,309	£25,944
% Saving of Total Budget			9%	5%	4%

Examples of additional savings above the fixed savings - Gain Option

Reactive

Base Budget	Number of Orders	Actual Average Job Cost	Total Spend	Gain
£322,129	2459	£105	£258,195	£32,724

Share	Partner	NBBC
SMBC		
£10,908	£10,908	£10,908

Voids

Base Budget	Number of Orders	Actual Average Job Cost	Total Spend	Gain
£284,746	547	£430	£235,210	£21,061

Share	Partner	NBBC
SMBC		
£7,020	£7,020	£7,020

Appendix 4

NBBC - Electrical Reactive Works Key Performance Indicators

KEY PERFORMANCE INDICATORS

KPI	Performance Indicator	Monitor / Report Cycle	Year 1 Annual Target	Year 2 & 3 Annual Target	Reporting Method
1.1	Reduction in the average job cost of Reactive Works	Monthly	10% Reduction	5% Reduction	PST Report - LW/BS
1.2	Reduction in the average job cost of VOIDS	Monthly	10% Reduction	5% Reduction	PST Report - LW/BS
1.3	VOID works completed on time (repairs and rewires)	Monthly	90%	95%	PST Report - LW/BS
1.4	Rewire Average Job Costs	Monthly	90%	95%	PST Report - LW/BS
1.5	Recall orders	Monthly	less than 5 %	less than 5 %	PST Report - LW/BS
1.6	Zero Defects on Re-wires	Monthly	85%	90%	PST Report - LW/BS
1.7	Quality of work	Monthly	90%	95%	PST Report - LW/BS
1.8	Customer satisfaction	Monthly	90%	95%	PST Report - LW/BS
1.9	First time fix (reactive)	Monthly	95%		PST Report - LW/BS
1.10	Number of Employees Locally Employed	Annually			PST Report - LW/BS