

Construction Consultancy Services 2

Service Level Agreement (SLA)



Framework Details

Title: **Construction Consultancy Services 2**
 Reference: **SBS/17/NH/PZR/9256**
 Framework Duration: **4 years**
 Framework End Date: **31 March 2023**
 NHS SBS Contact: **Dave Taylor** (07740 418409) dave_taylor@nhs.net
 Brindsley Foster (07821810646) brindsley.foster@nhs.net


Service Level Agreement Details

This Service Level Agreement (SLA) is between the following parties and in accordance with the Terms and Conditions of the Framework Agreement.

Period of the Service Level Agreement (SLA)	Effective Date	22nd August 2022	Expiry Date	Extended to 31st March 2023
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Unless otherwise agreed by both parties, this SLA will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the customer continues to access the supplier's services, the terms of this agreement shall apply on a rolling basis until the overarching Framework expiry date.

Supplier SLA Signature panel

The "Supplier"	
Name of Supplier	Gleeds Advisory Ltd
NHS SBS Supplier Reference #	SBS/17/NH/PZR/9256
Name of Supplier Authorised Signatory	Roger Pulham
Job Title of Supplier Authorised Signatory	Director
Address of Supplier	95 New Cavendish Street, London, W1W 6XF
Signature of Authorised Signatory	
Date of Signature	18th August 2022

Customer SLA Signature panel

The "Customer"	
Name of Customer	Hertfordshire Community NHS Trust / Hertfordshire Partnership University NHS Foundation Trust
Name of Customer Authorised Signatory	Brendan Giblin
Job Title	Head of Capital Development
Contact Details email	Brendan.giblin1@nhs.net
Contact Details phone	T: 07884547852
Address of Customer	Kingsley Green Hospital, 1 Bowlers Green, Estates and Facilities, Harper Lane, Radlett, WD7 9HQ
Signature of Customer Authorised Signatory	
Date of Signature	25th August 2022

This service level agreement shall remain in force regardless of any change of organisational structure to the above named authority and shall be applicable to any successor organisations as agreed by both parties.

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PLEASE RETURN THE FINAL SIGNED COPY OF THIS DOCUMENT TO:

nsbs.construction@nhs.net

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1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between *Hertfordshire Partnership University NHS Foundation Trust* and *Gleeds Advisory Ltd* for the provision of Construction Consultancy Services. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all Construction Consultancy Services covered as they are mutually understood by the primary stakeholders.

The Framework terms and conditions (including the specification of service) will apply in all instances, unless specifically agreed otherwise by both parties within this document.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent Construction Consultancy Services to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for Construction Consultancy Services provision between the Supplier and Customer.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.

3. Stakeholders

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The primary stakeholders from the Supplier and the Customer will be responsible for the day-to-date management of the Agreement and the delivery of the service. If different from the Authorised Signatory details listed on page 1 of this Agreement, please provide the names of the **primary stakeholders** associated with this SLA.

Construction Consultancy Supplier Contact: Katie Challenger Gleeds Project Management Ltd

Construction Consultancy Customer Contact: Brendan Giblin Hertfordshire Partnership University NHS Foundation Trust.

4. Estimated Duration of Contract

This Agreement is valid from the **Effective Date** outlined herein and is valid until the **Expiry Date** as agreed.

5. Service Requirements

A. Services Provided

Please detail the service(s) that will be provided by the Supplier to the Customer

Project Management and Building Surveying services over three sections of work ;

- 1. Minor Works to Existing car park and adjacent areas*
- 2. New Overflow Carpark*
- 3. New Woodview Building*

SEE ANNEX A – SCOPE OF WORKS.

B. Business Hours

Suppliers are required to provide and operate a single point of contact through which the Customer can contact the Supplier

Please detail here:

Katie Challenger - Gleeds Project Management Services

Contact – 07718804450

Email – Katie.Challenger@gleeds.com

Supplier standard office hours & contact details- 8.30 am- 17.00 pm Monday - Friday

Supplier out of hours contact details-

Katie Challenger as above on mobile ; nick.peppit@gleeds.com- 07866931404

C. DBS

The Customer should detail the level of DBS check requirement

Not Applicable

D. Price/Rates inc. estimated total value

Summary Fee

Minor Works to Existing car park and adjacent areas = £10,952.00

New Overflow Carpark = £17,046.00

New Woodview Building = £29,610.00

Full breakdown of fees are contained in ANNEX B

E. Sub-contracting

Subcontracting of services by Suppliers is allowed, both to Framework suppliers and to non-Framework suppliers. Any Supplier sub-contracting will be fully responsible for liability and ensuring standards are maintained in line with the framework and this SLA.

Any required subconsultant teams will be confirmed prior to appointments.

F. Management Information (MI)

Suppliers should provide Management Information as standard on a monthly basis. Customers should detail any additional management information required and the frequency of provision here.

*Please provide details of the required reporting (frequency, format etc.)- **Project report 1 month***

G. Invoicing

Please detail any specific invoicing requirements here

Monthly, in arrears with supporting timesheets

H. Complaints/Escalation Procedure

The standard procedure is detailed below

In the first instance, the Customer and Supplier should work together and attempt to resolve any issues locally. Should this approach fail to result in a satisfactory outcome for the Customer, the issue should be escalated to NHS SBS. NHS SBS will then attempt to resolve the issue to the satisfaction of the Customer. Should this approach not result in a satisfactory outcome, the Customer may decide to terminate the Service Level Agreement in accordance with the terms of the framework.

I. Audit Process

Please detail any Customer audit requirements

Where applicable, please details the agreed terms of any audit requirements

J. Termination

The standard procedure is detailed below

Persistent failure by the Contractor to meet the agreed service levels as specified within the SLA may lead to the Contract being terminated or alternative Contractor(s) being appointed by the Customer to maintain levels of service Prior to termination the complaints and escalation procedure should be followed to attempt to resolve any issue. Should this approach not result in a satisfactory outcome, the Customer may decide to terminate the Service Level Agreement in accordance with the terms of the framework.

K. KPIs and Other Requirements

Please list and agree the key requirements of the service

N/A

L. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

N/A

M. Other Specific Requirements

Please list any agreed other agreed requirements

Programme

We understand that all design work (RIBA Stages 0 to 4) is to be completed within this financial year, ending on 31 March 2023. We will agree and confirm our programme of work and deliverables with you at the earliest opportunity during the briefing stage.

Allowances

We have allowed two site visits for the pre-contract work, and eight site visits for contract administration. These allowances are for all three projects. Additional site visits may be required depending on the construction programmes agreed and will be chargeable.

Project Team

The scope of services above will be delivered by Gleeds.

The project lead will be Katie Challenger

Technical Design, Costs Management will be supported by Surveyors Crawford Paciej MRICS, and Leslie Duvenage BSc, and by the wider building surveying team as required. CVs can be made available on request. Further consultants required (as noted in ANNEX A, will require a direct appointment by HPFT)

Confirmation of HPFT and Gleeds contacts will be made on appointment and a project directory issued.

N. Supplementary Conditions of Contract

The terms of the NHS SBS Construction Consultancy Services Framework Agreement will supplement and complement the terms of any Supplementary Conditions of Contract. However, in the event of any conflict or discrepancy between the terms of a Supplementary Conditions of Contract and the terms of the Framework Agreement the terms of the relevant Supplementary Conditions of Contract will prevail, in the order it is listed below:

None



Shared Business Services

NHS Shared Business Services Limited

Registered in England, No. 5280446

Registered address:

Three Cherry Trees Lane, Hemel Hempstead, Hertfordshire, HP2 7AH

www.sbs.nhs.uk

Shared vision. **Better together**

Scope of Service

To take these projects forward we propose that our scope of service is as follows:

Minor works to the existing carpark

We propose a traditional procurement route for this project.

1. Hold an initial project team meeting and site visit with the relevant parties to agree project delivery protocols, confirm the project brief and agree the programme for delivery and deliverables with HPFT.
2. Review existing available information and advise on any additional survey requirements (e.g., topographical survey, site utilities survey). Obtain quotes and organise and coordinate any required survey work.
3. Prepare and submit planning application.
4. Liaise and coordinate with HPFT's project manager to agree design and sign-off with all relevant stakeholders.
5. Provide design information up to RIBA Stage 2 for review and sign-off by the Trust; to include an outline schedule of work and cost plan.
6. Provide design information up to RIBA Stage 4 for review and sign-off by the Trust; produce a Pre-Tender Estimate (PTE). Design pack to include:
 - a. Preliminaries
 - b. Specification of works
 - c. Schedule of works / pricing document
7. Allow to amend HPFT invitation to tender (ITT) documents to suit.
8. Undertake the Principal Designer role under the CDM Regulations 2015; assist HPFT with producing the Pre-construction Information.
9. Tender the Works, undertake a tender analysis and produce a report and recommendation.
10. Undertake the contract administrator role in relation to the works contract, including pre-start and interim / progress meetings, valuations, certificates etc. N.B. If the contract is to be an NEC contract, our role will not extend to the NEC Supervisor role – it is envisaged that this role will be overseen by HPFT.

New overflow carpark

We propose a traditional procurement route for this project.

1. Hold an initial project team meeting and site visit with the relevant parties to agree project delivery protocols, confirm the project brief and agree the programme for delivery and deliverables with HPFT.
2. Review existing available information and advise on any additional survey requirements (e.g., site utilities survey). Obtain quotes and organise and coordinate any required survey work.
3. Prepare and submit planning application.
4. Liaise and coordinate with HPFT's project manager to agree design and sign-off with all relevant stakeholders.
5. Provide design information up to RIBA Stage 2 for review and sign-off by the Trust; to include an outline schedule of work and cost plan.

6. Provide design information up to RIBA Stage 4 for review and sign-off by the Trust; produce a Pre-Tender Estimate (PTE). Design pack to include:
 - a. Preliminaries
 - b. Specification of works
 - c. Schedule of works / pricing document
7. Allow to amend HPFT invitation to tender (ITT) documents to suit.
8. Undertake the Principal Designer role under the CDM Regulations 2015; assist HPFT with producing the Pre-construction Information.
9. Undertake a tender analysis and produce a report and recommendation.
10. Undertake the contract administrator role in relation to the works contract, including pre-start and interim / progress meetings, valuations, certificates etc. N.B. If the contract is to be an NEC contract, our role will not extend to the NEC Supervisor role – it is envisaged that this role will be overseen by HPFT.

New Woodview building

We propose a design & build (single stage) procurement route for this project.

1. Hold an initial project team meeting and site visit with the relevant parties to agree project delivery protocols, confirm the project brief and agree the programme for delivery and deliverables with HPFT.
2. Review existing available information and advise on any additional survey requirements (e.g., site utilities survey). Obtain quotes and organise and coordinate any required survey work.
3. Prepare and submit planning application.
4. Liaise and coordinate with HPFT's project manager to agree design and sign-off with all relevant stakeholders.
5. Provide design information up to RIBA Stage 2 for review and sign-off by the Trust; to include an outline schedule of work and cost plan.
6. Provide design information up to RIBA Stage 3 for review and sign-off by the Trust; produce a Pre-Tender Estimate (PTE). Design pack to include:
 - a. Preliminaries
 - b. Employer's Requirements / Performance Specification
 - c. Pricing document
7. Allow to amend HPFT invitation to tender (ITT) documents to suit.
8. Undertake the Principal Designer role under the CDM Regulations 2015; assist HPFT with producing the Pre-construction Information.
9. Tender the Works. Allow to review Contractor's Proposals; undertake a tender analysis and produce a report and recommendation.
10. Undertake the contract administrator role in relation to the works contract, including pre-start and interim / progress meetings, valuations, certificates etc. N.B. If the contract is to be an NEC contract, our role will not extend to the NEC Supervisor role – it is envisaged that this role will be overseen by HPFT.

Other Consultants

It is envisaged that the following consultants will be required to complete the design information:

- Structural / Civils Engineer
- Mechanical & Electrical Engineer
- Arboriculturist

Gleeds will obtain appropriate quotations from required consultants on the projects once project briefs are agreed. Consultants will be on the NHS SBS framework. These consultants can either be appointed directly by HPFT, or appointed as sub-consultants by Gleeds, depending on HPFT's preference. N.B. Sub-consultants to Gleeds will be subject to a 15% management charge.

Dependencies, assumptions, and exclusions

To aid Gleeds in these works, Gleeds would request the following information ahead of the initial project team meeting:

- All available site information, including site utilities plans/services layouts, AutoCAD drawings etc.
- Issue of the CAD drawings for the New Woodview Building sketch proposal, and any supporting brief, architect reports or information.
- Any reports or information regarding known defects or issues on site that may affect the proposed works.

Gleeds will work with HPFT to identify any gaps in information during the briefing stage of these projects. Where there is a need for survey work, Gleeds will work with HPFT to produce scopes of work and assist with obtaining quotations as required. We would look to appoint in the first instance consultants who are on the NHS SBS Framework where appropriate. We suggest that any appointments required are undertaken by HPFT directly. Gleeds can appoint contractors/consultants for surveys depending on HPFT's preference. N.B. Such appointments will be subject to a 15% management charge.

Assumptions and exclusions

1. Additional consultant fees for design are excluded and any additional consultant's fees are to be agreed with HPFT. It is understood that additional consultants will be required to complete the design information as discussed in the 'Other Consultants' section.
2. The cost of surveys is excluded, and it is understood that HPFT will raise direct orders for surveys to be carried out on the advice of the design team. Our appointment does not include for any survey work.
3. Statutory consent application fees are not included.
4. Gleeds will liaise directly with the HPFT contact, who will direct queries, arrange access etc. and provide all necessary approvals to proceed in a timely manner.
5. Meetings will be held remotely (for example MS Teams) as far as possible.
6. Our service delivery, including all design elements, will be in line with the terms and conditions of the NHS SBS framework.
7. Our service delivery is subject to Gleeds' standard terms of business where not superseded by the NHS SBS framework.
8. Digital copies of drawings and site information will be made available.

Project	Little Plumstead Hospital	SBS Consultant / Provider		
Service Line	Project Management and Building Surveying			
Date Issued	08/08/2022			
Task ID	Task Description	Lot 2 PM	Lot 7 BS- Time	Lot 7 BS - PM %
1.0	Minor works to existing carpark			
1.1	Project & Programme Lead	£2,940.00		
1.2	Senior Building Surveyor		£2,597.00	
1.3	Assistant Building Surveyor		£4,680.00	
1.4	Principal Designer		£735.00	
	Sub Totals	£2,940.00	£8,012.00	£0.00
	Carried Forward			£10,952.00
2.0	New overflow carpark			
	Cost of Works, say £100k excluding VAT Based on a percentage rate against project value. Project values are calculated from approximate areas (square metres) against the average SPONS estimating cost for similar works; to be recalculated at points as agreed with HPFT and at either contract award, or if contract not awarded, as per the PTE.			
2.1	Project & Programme Lead	£4,410.00		
2.2	Contract Design , Specification and Cost @13%			£12,636.00
2.3	Sub Totals	£4,410.00	£0.00	£12,636.00
2.4	Carried Forward			£17,046.00
3.0	New Woodview building			
	Cost of Works, say £210k excluding VAT;Based on a percentage rate against project value. Project values are calculated from approximate areas (square metres) against the average SPONS estimating cost for similar works; to be recalculated at points as agreed with HPFT and at either contract award, or if contract not awarded, as per the PTE.			
3.1	Project & Programme Lead	£5,880.00		
3.2	Contract Design , Specification and Cost @9.9%			£20,790.00
3.3	Principal Designer		£2,940.00	
3.4	Sub Totals	£5,880.00	£2,940.00	£20,790.00
3.5	Carried Forward			£29,610.00
	Total Fee Summary			£57,608.00