

## 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 2022  
NHS SBS Contact: [REDACTED]

### 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	01/04/2021	Expiry Date	31/03/2024
---	----------------	------------	-------------	------------

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	Rider Levett Bucknall UK Limited
NHS SBS Supplier Reference #	SBS/17/NH/PZR/9256
Name of Supplier Authorised Signatory	[REDACTED]
Job Title of Supplier Authorised Signatory	[REDACTED]
Address of Supplier	1000 Eskdale Road, Winnersh Triangle, Wokingham, Berkshire
Signature of Authorised Signatory	
Date of Signature	

### Customer SLA Signature panel

The "Customer" (DEFRA)	
Name of Customer	The Department for Environment, Food, and Rural Affairs (DEFRA)
Name of Customer Authorised Signatory	[REDACTED]
Job Title	[REDACTED]
Contact Details email	[REDACTED]
[REDACTED]	[REDACTED]
Address of Customer	Nobel House 17 Smith Square Westminster London SW1P 3JR

Signature of Customer Authorised Signatory	
Date of Signature	(dd/mm/yyyy)

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.

**PLEASE RETURN THE FINAL SIGNED COPY OF THIS DOCUMENT TO:**

[Redacted]

## Table of Contents

1. Agreement Overview
2. Goals & Objectives
3. Stakeholders
4. Estimated Duration of Contract
5. Service Requirements
- A Services Provided**
- B Business Hours**
- C DBS Check**
- D Price/Rates**
- E Sub-Contracting**
- F Management Information**
- G Invoicing**
- H Complaints/Escalation Procedure**
- I Audit Process**
- J Termination**
- K KPIs and Other Requirements**
- L Variation to Standard Specification**

## 1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between *Rider Levett Bucknall UK Limited* and *The Department for Environment, Food, and Rural Affairs* 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

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:** [Redacted]

**Construction Consultancy Customer Contact:** [Redacted]

[Redacted]

#### 4. Estimated Duration of Contract

This Agreement is valid from the **Effective Date** outlined herein and is valid until the **Expiry Date** as agreed. Note that there is in 1- year option to extend which can be exercised before the Expiry date. Option to extend period is from 01/04/2024-31/03/2025

#### 5. Service Requirements

##### A. Services Provided

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

LOT 4 Quantity Surveyor

##### THE SERVICES: OVERVIEW

DEFRA Group Property Science Estates (DgPSE) is one of several DEFRA departments and the Critical Works programme is one of two programmes DgPSE is delivering for the Animal and Plant Health Agency (APHA). The Cost Consultant will be required to operate in a portfolio environment providing support at project, programme and portfolio level. The following services may be provided at any level of the portfolio, whatever its nature and whatever the method of procurement adopted.

##### Information Management

- Liaise with DEFRA, APHA and other DgPSE programmes to develop, manage and communicate cost information at project, programme and portfolio level.
- Ensure that project cost information can be 'rolled up' to show total cost at programme and portfolio level
- Develop cost performance information at project, programme and portfolio level to show actual spend to date and forecast spend to go in comparison with original forecast spend.

##### Inception and feasibility

- Liaise with client and other consultants to determine the client's initial requirements and subsequent development of the full brief
- Advise on selection of other consultants if not already appointed
- Advise on implications of proposed project and liaise with other experts in developing such advice
- Advise on feasibility of procurement options
- Establish Client's order of priorities for quality, time and cost
- Prepare initial budget estimate from feasibility proposals
- Prepare overall project cost calculation and cash flow projections

##### Pre-contract cost control

- Prepare and develop preliminary cost plan
- Advise on cost of design team's proposals, including effects of site / buildings usage, specific specialist DEFRA and other related requirements; alternative forms of design and construction as design develops
- Monitor cost implications arising from the developing design and specification during detailed design stage
- Maintain and develop cost plan, and prepare periodic reports and updated cash flow forecasts.
- Manage the costs of the scheme as it develops pre-contract advising on project value, alternative specifications, etc.

##### Procurement and contractual documentation

- Advise on tendering and contractual arrangements taking into account the Client's priorities and information available from designers - particularly in respect of DEFRA's policies and current documentation.
- Advise on insurance responsibilities, warranties, bonds, etc. as they relate to these works.
- Prepare tender and contract documentation in conjunction with the Client and members of the design team as necessary under the frameworks.
- Check tender submissions for accuracy, level of pricing, pricing policy etc.
- Advise on errors and qualifications and, if necessary, negotiate thereon.
- Advise on submission of programme of work and method statement.

- Prepare appropriate documentation, if required, to adjust the tender received to an acceptable contract sum.
- Review financial budget in view of tenders received and prepare revised cash flow.
- Prepare report on tenders with appropriate recommendations.
- Advise on administration of contract provisions

#### Interim valuations

- Assess contractor applications in collaboration with the project manager
- Prepare recommendations for interim payments to contractors, subcontractors and suppliers in accordance with contract requirements.

#### Post-contract administration and cost control

- Administer contract provisions for instructions, change control, document control, risk management and cost.
- Value designers' draft instructions for varying the project before issue.
- Advise on the cost of variations [instructions] excluding Loss and Expense claims
- Prepare periodic cost reports in agreed format at specified intervals including any allocations of cost and/or copies as requested by third parties.
- Input into risk management and costing of risks.
- Advise on the cost implications of delays to the project

#### Final account

- Prepare and agree the final account; submit for approval.

#### THE SERVICES: GENERAL

- Attend meetings as required.
- Provide such briefings and reports as required.
- Comply with DEFRA regulations and requirements
- Attend site as necessary in the provision of the service
- Prepare documentation as required to support Board / approval submissions / requests.

#### THE SERVICES: SUPPLEMENTARY

##### Financial

- Advise on the implications of developing different sites
- Support the preparation of development appraisals
- Advise on the cost implications of alternative development programmes
- Prepare sustainability cost studies
- Prepare life-cycle cost studies and estimates of annual running costs.
- Provide details on resource utilisation levels.
- Prepare evidence packs in order to facilitate capitalisation of completed project costs to ensure the asset can be transferred to APHA
- Manage timesheet process to facilitate capitalisation of management costs.

##### Portfolio Management

- Collate project cash flows into portfolio and programme level cash flows.
- Issue monthly reports for portfolio level, programme level, and other key metrics, with details describing movement in month and variance from planned.
- Advise on commitment levels, expenditure to date and progress against target budget spend level.
- Advise on cost implications of interfaces between projects.

- Advise on and input into discussions regarding pipeline management and progression of projects.
- Report on remaining portfolio contingency and risk allowances.
- Input into budget bids including preparation of cash flow projections as necessary.
- Prepare expenditure reports for ECWG and others as required.
- Collaborate with Defra Finance to ensure alignment between records.
- Input into discussions between SCAH and capital works to ensure alignment of scopes and cost allowances.

### B. Business Hours

The suppliers working hours shall be 09.00hrs – 1730hrs, on Monday to Friday.

It is noted that during the Covid-19 pandemic, working from distance/ home, is acceptable, All advice and guidance with regards to these arrangements are in line with Government updates, and subsequently local policies and practises considering the sites sensitivity and risks with regards to Covid-19.

### C. DBS

**D.**

[REDACTED]		
[REDACTED]	[REDACTED]	
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		
	<b>1 Year Total</b>	<b>£1,829,476.00</b>

Contract Total Including Extension £5,488,428 + £1,829,476 = **£7,317,904.00**

All rates are fixed for the maximum contract duration. This includes the core and the call-off element of the services.

All rates are inclusive of travel expenses and subsistence, all technical staff and staff involved in secretarial, accountancy, administrative or other supporting duties overheads postage, delivery of documents, telephone calls and similar incidental expenses.

#### **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 sub-contracting or sub-consulting by the Supplier, shall be advised and agreed with the Customer, and the Supplier shall remain responsible for performance, outputs, and deliverables.

#### **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.

- Monthly report to and further reporting to be agreed between customer and supplier at commencement of contract

#### **G. Invoicing**

Please detail any specific invoicing requirements here

Invoicing is monthly and should be sent via email to customer and accounts department.

#### **H. Complaints/Escalation Procedure**

The standard procedure is detailed below

In the first instance, the Customer and Supplier will 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.

#### **I. Audit Process**

Please detail any Customer audit requirements

The customer will reserve the right to audit the supplier on an ongoing basis. A weeks' notice will be provided prior to the audit

#### **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 suitable resolution not be achieved, the Customer will be allowed to terminate the SLA immediately.

#### **K. KPIs and Other Requirements**

Please list and agree the key requirements of the service

Performance of staff will be monitored on a monthly basis. Underperforming members will be removed from the contract.

#### **L. Variation to Standard Specification**

Please list any agreed variations to the specification of requirements

Not Applicable

#### **M. Other Specific Requirements**

Please list any agreed other agreed requirements

N/A

#### **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:

The following is inserted into Clause 44.1 of the Framework Agreement after “(£5,000,000)” insert “, save that in respect of professional indemnity insurance only that the sum of £5,000,000 shall be in the aggregate in respect of any claims arising from sudden and accidental pollution contamination, in respect of asbestos risk and claims arising out of or connected to fire resistant and/or fire retardant characteristics of external cladding systems”