

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: [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	01/10/2022	Expiry Date	31/03/2024
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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 Authority 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	Gardiner & Theobald LLP
NHS SBS Supplier Reference #	SBS/17/NH/PZR/9256/80
Name of Supplier Authorised Signatory	[REDACTED]
Job Title of Supplier Authorised Signatory	[REDACTED]
Address of Supplier	Mob [REDACTED]
Signature of Authorised Signatory	[REDACTED]
Date of Signature	10 South Crescent London WC17 7BD

Authority SLA Signature Panel

The "Authority"	
Name of Authority	The Department for Environment, Food, and Rural Affairs
Name of Authority Authorised Signatory	[REDACTED]
Job Title	[REDACTED]
Contact Details email	[REDACTED]
Contact Details phone	[REDACTED]
Address of Authority	Nobel House Area 1, 17 Smith Square, London, SW1P 3JR
Signature of Authorised Signatory	
Date of Signature	

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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1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between **Gardiner & Theobald LLP** and The **Secretary of State for Environment, Food and Rural Affairs** of Nobel House, 17 Smith Square, London, SW1P 3JR, acting through the Department for Environment Food and Rural Affairs (DEFRA) and its executive agencies for the provision of Programme Leads and Planners. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties.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 Authority by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for Construction Consultancy Services provision between the Supplier and Authority.

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 Authority.

3. Stakeholders

The primary stakeholders from the Supplier and the Authority 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 Authority Contact:

- [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.

5. Service Requirements

A. Services Provided

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

Details of the Services to be provided are:

Programme Manager

- Provide leadership and performance management for Project Leads working on Weybridge based projects.
- Assure Project Leads provide monthly reporting on a timely basis
- Identify, escalate and resolve strategic level risks and issues to assure that the projects are delivered in line with DgP capital project processes and requirements.
- Review all documentation before submission to Head of Capital for sign off in advance of PAP and SFJMB
- Act as chair/SRO of Project boards when Head of Capital unavailable
- Lead certain work areas to improve the Capital Programme team's processes and expertise
- Provide advice and guidance as a lead expert in the field / function, developing appropriate solutions to problems.
- Work closely with PMO regarding the Weybridge projects and programme wide improvement areas
- Deputise for Head of Capital as required

Project Controls Lead

- Provide input to strategic decisions on programme direction
- Review and drive development of governance processes and templates
- Ensure Defra rules and guidelines are adhered to and align with rest of Defra where possible
- Provide programme and project assurance reporting
- Develop and implement an integrated planning capability

Project Lead

- Manage the Project initiation Phase (Strategic Definition/Preparation & Brief) – Up to Gateway 4 review panel approval including:
- Deliver for project scoping, stakeholder engagement, documentation, reporting and panel approvals.
- Provide project management for delivery of Project Design (Concept Design/Detailed Design/Technical Design) - Up to Gateway 4 review panel approval.
- Working with project managers to engage designers, commercial management and assurance but most importantly stakeholders from APHA to ensure all requirements are captured, risk is managed effectively, strategic direction of the project is provided and panel approvals secured.
- Deliver Project Implementation (Construction/Handover & Close out)
- Provide leadership and strategic direction for the project, escalation of issues; facilitate panel approvals, APHA stakeholder engagement, Chair lessons learnt sessions.
- Provide input to strategic decisions on programme direction
- Review and contribute to development of governance processes and templates
- Ensure Defra rules and guidelines are adhered to and align with rest of Defra where possible

Project Control Engineer

- Portfolio Management: Provide support across the projects and operations portfolio. Includes maintaining a base-lined portfolio project register, with clear alignment to the Estates team's strategic objectives and financial management requirements.
- Project framework delivery: Help design and maintain the project delivery framework that the Estates project teams will apply to successfully deliver projects to scope, time, cost, quality and envisaged benefits.
- Portfolio governance and reporting: Provide support to portfolio, programme and project governance meetings and the co-ordination of management reporting.
Portfolio assurance and control: Assist with the management of portfolio risks and issues, change control and quality assurance activities.
- Estates information and document management: Manage the Estates team's information repository to maintain clear records, key project documentation and other business critical information.

Master Scheduler

- Produce and maintain a single delivery schedule for the Weybridge site that incorporates all APHA, DgP Operations, Interserve PPM's, Capital Projects and SCAH activities
- Produce and issue monthly look-a-head showing all activities for all buildings

B. Business Hours

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

The Supplier shall be required to work within Standard office hours, which are generally 0830hrs to 1700hrs, but are not fixed and may be subject to temporary change from time to time to meet the developing needs of the Contract to provide the services. Any adjustments shall be agreed between the Authority and the Supplier accordingly.

The Supplier shall provide the Services 5 days per week with a minimum of 3 days per week at the Weybridge Site for full time staff throughout the duration of the Contract.

C. DBS

The Authority should detail the level of DBS check requirement.

The Supplier is required to obtain CTC Clearance to enable its staff to attend Site.

The Supplier is required to review, sign, and return the DEFRA Security Aspects Letter Draft to the Authority on or by the Effective Date.

The Supplier is required to work and provide the services in accordance with the provisions of the DEFRA Security Aspects Letter Draft throughout the duration of this Contract, and as this may be amended from time to time.

D. Price / Rates Inc. estimated total value

£1,997,900.00

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.

N/A

F. Management Information (MI)

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

Agreed monthly management plan

G. Invoicing

Please detail any specific invoicing requirements here.

Invoices should be sent via email to the Authority Contacts, and Accounts Department

H. Complaints / Escalation Procedure

The standard procedure is detailed below.

In the first instance any Complaints and Escalations should be discussed between DEFRA and Gardiner & Theobald. Issues which cannot be resolved should be escalated to the NHS SBS department.

I. Audit Process

Please detail any Authority audit requirements.

The Authority reserves 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.

1. As agreed we may not use the full term of the contract and will agree to terminate mutually at a date agreed if the services are no longer required.
2. Persistent failure by the Supplier 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 Authority to maintain levels of service

6. Other Requirements

Please list and agree the key requirements of the service

Approvals: No work is to be undertaken without approval from Defra commercial to proceed. Services to be carried out in accordance with the G&T special terms at Annex A.

A. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

For the purposes of this Agreement, the scope of services included in Annex B replaces that contained in the Schedule 5a – Specification of the SBS NHS Framework Agreement.

B. Other Specific Requirements

Please list any agreed other agreed requirements

As defined in Annex A to this SLA.

Annex A

1. The Supplier's total aggregate liability under or in connection with this Agreement (whether under this Agreement, the DEFRA Security Aspects Letter, any deeds of collateral warranty or any third party rights to be provided under this Agreement or otherwise) is limited to £1,000,000 (one million pounds) provided that nothing in this Agreement shall operate to exclude or limit the Supplier's liability in respect of death or personal injury caused directly and solely by the Supplier's negligence.
2. The Supplier will maintain professional indemnity insurance in the sum stated in the Call-off Terms and Conditions for the Supply of Goods and/or Services for six years from the date of completion of the services or such earlier date as may be prescribed by law.
3. In undertaking the Services, the Supplier shall seek the advice of the Customer, the other consultants and the contractor and shall be entitled to rely on the advice (for the avoidance of doubt, including advice on quality, workmanship and whether the works are being executed in accordance with the building contract and specifications) which the Customer, the other consultants and the contractor provide to him. The Supplier shall not be responsible for verifying the accuracy or completeness of such advice and shall not be deemed under any circumstances to have assumed responsibility for or to have warranted the accuracy or completeness of the same. For the avoidance of doubt, in the event that the Customer suffers any loss or damage as a consequence of any defect in information provided to the Supplier by the Customer, the other consultants and the contractor and relied upon by the Supplier, the Customer shall not be entitled to recover such loss or damage from the Supplier.
4. The Supplier shall have no liability or responsibility for the design on the Project, the fitness for the purpose thereof or the specification or choice of materials used in the construction thereof
5. For the avoidance of doubt, the parties hereby confirm that notwithstanding any other provision of this Agreement, this Agreement shall not confer or purport to confer on any third party any right to enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.

The following amendments are made to Schedule 2b of the NHS 2018 Framework Call-off Terms and Conditions (Appendix A) – General Terms and Conditions for Services

6. Clause 12.1 – in lines one and two delete “and shall indemnify and keep the Authority indemnified against”. In line two after “any” insert “reasonably foreseeable, legally enforceable and properly mitigated”. In line eleven after “result” insert “directly”. In clause 12.3 delete the following wording “13.1.3 and 17.13 of these Call-Off Terms and Conditions and Clause 2.5 of Schedule 3”. Delete the second sentence of clause 12.2.