

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	1st April 2021	Expiry Date	31st March 2024 (if a 1-year extension is agreed by the Customer this will be 31st March 2025)
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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	Currie & Brown UK Limited
NHS SBS Supplier Reference #	SBS/17/NH/PZR/9256
Name of Supplier Authorised Signatory	[REDACTED]
Job Title of Supplier Authorised Signatory	[REDACTED] (London, Southeast & Channel Islands)
Address of Supplier	40 Holborn Viaduct, London, EC1N 2PB
Signature of Authorised Signatory	
Date of Signature	

Customer SLA Signature panel

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

PLEASE RETURN THE FINAL SIGNED COPY OF THIS DOCUMENT TO:
john.cunningham3@nhs.net; nsbs.construction@nhs.net

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1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between *Currie & Brown 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 This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties.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]

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

LOT 2 - PROJECT MANAGEMENT

SPECIFICATION: OVERVIEW

The Authority is looking for a supplier to provide Project & Site Management Services who will provide project management and delivery consultancy support to manage the project delivery, information and provide expertise that will facilitate and support the Critical Works Programme.

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 Project Management Consultant Service will be required to operate in a portfolio environment providing support at project, programme and portfolio level. The services may be provided at any level of the portfolio, whatever its nature and whatever the method of procurement adopted.

The Capital Works Critical Programme comprises several schemes which are at various phases in the project delivery lifecycle. The projects to be delivered are identified, forecast and budgeted for in line with Government spending review (SR) cycles, regular condition surveys and HSE inspections. There are currently 50 live projects for FY20/21 with an additional 20 projects identified to be committed to start for FY21/22 and a pipeline that contains 100+ projects due to launch in the SR period through to end of FY24/25. It is envisaged that there will be circa 60 live projects to manage, at any given time, for the duration with an annual budget circa £40m.

The Scope is for a Project Management Service provider to undertake the end to end delivery of projects under the Capital Programme for the Science Estate, and in accordance with the localised project delivery roadmap contained in Appendix 1.

The service provider will be required to pick up live projects at various stages of the delivery process and assume control of these projects through to the handover phase. The service provider will also have the necessary containment experience (CL2/CL3) required to work at the Weybridge Estate and Regional laboratories.

The following specification sets out a number of services, which may be provided or arranged by the Project Management Consultant (Provider). Not all the services will necessarily apply to every project. In addition, the extent of services provided may be varied to suit the requirements of the project.

SPECIFICATION: SPECIFIC

The Project Management 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 information at project, programme and portfolio level.
- Ensure that project information such as progress reporting, planning, risk management, and all other project management requirements as necessary, can be 'rolled up' and summarized appropriately at programme and portfolio level.
- Develop project performance information at project, programme and portfolio level to show actual progress to date, and the projects position, against both the baseline programme, and forecast programme.

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 project execution documentation, and programmes.

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, technical competency, and capability to provide the works 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.
- Prepare report on tenders with appropriate recommendations.

Project Delivery Overview

Each project will detail the specific deliverables required; however, the following deliverables provide an overview of several of the activities that the Project Management Service Provider will provide:

- Establish a structure and procedures for project, design, construction and other meetings including frequency, function, required attendees, chairperson and responsibility for recording of meetings and circulating reports and other information.
- Prepare and maintain a PEP to the agreed format, or similar management tool, identifying the roles and responsibilities of the Client, the project delivery team, the contractor and specialist sub-contractors and suppliers. Follow the Client review, approval, variation and reporting procedures.
- Prepare recommendations for the Client's approval.
- Issue instructions, on behalf of the Client, to the project delivery team and contractor(s) in accordance with the terms of their contract. Authority levels to be confirmed in writing by the Client.
- Agree project reporting and recording procedures with the Client, the project delivery team and the contractor. Implement agreed procedures.
- Monitor and review progress and performance of the project delivery team and the contractor.
- Prepare and maintain the project risk and issues register, to the agreed format. Risk mitigation measures and actions. Report to the Client.

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

Project Management

- Advise on the implications of developing different sites
- Support the preparation of development appraisals
- Advise on the project management and delivery implications of alternative development programmes
- Prepare sustainability studies
- Provide details on resource utilisation levels.

Portfolio Management

- Issue monthly reports for portfolio level, programme level, and other key metrics, with details describing movement in month and variance from planned.
- Advise on and input into discussions regarding pipeline management and progression of projects.
- Report on remaining portfolio contingency and risk allowances.
- Input into discussions between SCAH and capital works to ensure alignment of scopes.

All services shall also be provided in accordance with Schedule 5a under your Framework Agreement Ref: SBS/17/NH/PZR/9256 – Construction Consultancy Services 2, Lot 2 – Project Management Services.

The site where services will be based is at the APHA Science Estate based in Surrey, KT15 3NB. During normal operation consultants would be expected to be based on site full time.

The Authority may call off for further roles as and when required throughout the period of the contract.

B. Business Hours

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

C. DBS

The Customer should detail the level of DBS check requirement

Security level on site is BPSS, but please note all staff, including suppliers and contractors who are based at Weybridge, or visit the site at least once a fortnight, will need to have Counter Terrorist Check (CTC) National Security Vetting clearance as a minimum by 1 April 2021. Staff without this clearance will not be allowed on site unless escorted.

D. Price/Rates inc. estimated total value.

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.

Role	Qualifications/Experience	Quantity of Staff	Days	Rate	Amount
Project Design Director	Professionally qualified Partner/Director (with at least 10 years post-professional qualification relevant experience)	1	660	£825.00	£544,500.00
Project Design Manager	Professionally qualified Associate/Professional (with at least 7 years post-professional qualification experience)	4	660	£552.00	£1,457,280.00
Project CDM/H&S Advisor	Professionally qualified Associate/Professional (with at least 7 years post-professional qualification experience)	2	660	£450.00	£594,000.00
Lead Project Manager	Professionally qualified Associate Partner/Director (with at least 10 years post-professional qualification relevant experience)	1	660	£625.00	£412,500.00
Project Manager	Professionally qualified Associate/Professional (with at least 7 years post-professional qualification experience)	7	660	£485.00	£2,240,700.00
Planner (Primavera P6, and Microsoft Projects)	Professionally qualified Consultant (with at least 5 years post-professional qualification experience)	3	660	£545.00	£1,079,100.00
Document Controller	Professionally qualified Consultant (with at least 3 years post-professional qualification experience)	1	660	£325.00	£214,500.00

Project Support	Professionally qualified Consultant (with at least 3 years post-professional qualification experience)	1	660	£255.00	£168,300.00
		Sub Total			£6,710,880.00
Role	Qualifications/Experience	Quantity of Staff	Days	Rate	Amount
Project Design Director	Professionally qualified Partner/Director (with at least 10 years post-professional qualification relevant experience)	1	220	£825.00	£181,500.00
Project Design Manager	Professionally qualified Associate/Professional (with at least 7 years post-professional qualification experience)	4	220	£552.00	£485,760.00
Project CDM/H&S Advisor	Professionally qualified Associate/Professional (with at least 7 years post-professional qualification experience)	2	220	£450.00	£198,000.00
Lead Project Manager	Professionally qualified Associate Partner/Director (with at least 10 years post-professional qualification relevant experience)	1	220	£625.00	£137,500.00
Project Manager	Professionally qualified Associate/Professional (with at least 7 years post-professional qualification experience)	7	220	£485.00	£746,900.00
Planner (Primavera P6, and Microsoft Projects)	Professionally qualified Consultant (with at least 5 years post-professional qualification experience)	3	220	£545.00	£359,700.00
Document Controller	Professionally qualified Consultant (with at least 3 years post-professional qualification experience)	1	220	£325.00	£71,500.00
Project Support	Professionally qualified Consultant (with at least 3 years post-professional qualification experience)	1	220	£255.00	£56,100.00
		Sub Total			£2,236,960.00
		TOTAL			£8,947,840.00

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.

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 reporting 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

L. Other Specific Requirements

Please list any agreed other agreed requirements

Not Applicable

M. 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:

Not Applicable