



Shared Business Services

# Construction Consultancy Services 2

## Service Level Agreement (SLA)



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### Framework Details

Title: **Construction Consultancy Services 2**  
 Reference: **SBS/17/NH/PZR/9256**  
 Framework Duration: **4 years**  
 Framework End Date: **31st March 2023**  
 NHS SBS Contact: **FOIA Section 40 Personal Information**

### 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	02/09/22	Expiry Date	23/02/23
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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	Price and Myers LLP
NHS SBS Supplier Reference #	SBS/17/NH/PZR/9256/153
Name of Supplier Authorised Signatory	FOIA Section 40 Personal Information
Job Title of Supplier Authorised Signatory	Partner
Address of Supplier	37 Alfred Place, London WC1E 7DP
Signature of Authorised Signatory	FOIA Section 40 Personal Information
Date of Signature	25.1.2023

### Customer SLA Signature panel

The "Customer"	
Name of Customer	UK Research and Innovation
Name of Customer Authorised Signatory	FOIA Section 40 Personal
Job Title	Procurement Manager
Contact Details email	<a href="mailto:STFCprocurement@ukri.org">STFCprocurement@ukri.org</a>
Contact Details phone	01235446553
Address of Customer	Polaris House, North Star Avenue, Swindon, SN2 1FL, United Kingdom
Signature of Customer Authorised Signatory	FOIA Section 40 Personal Information
Date of Signature	(dd/mm/yyyy) 26/01/2023

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:

[nsbs.construction@nhs.net](mailto:nsbs.construction@nhs.net)

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### 1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between *Price & Myers* and *UK Research and Innovation* 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: FOIA Section 40 Personal Information

#### 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 3 Civil and Structural Engineering Design Services for the whole of R4 to RIBA Stage 6

##### B. Business Hours

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

Monday to Friday, 9:00am – 5:30pm

##### C. DBS

The Customer should detail the level of DBS check requirement

N/A

##### D. Price/Rates inc. estimated total value

Price & Myers			
Value of works		£8,943,000 (Aug 2022 cost report nr 10)	Notes
percentage rate		1.42%	Reduced % to reflect higher construction value but less than NHS UKSBS framework percentage of 1.65% for structural & civil services.
total Fee		£ 127,430.00	
Workstage	(fee (%))	Fee	
0 - Strategic Brief			Complete with no adjustment for new estimated construction cost
1 - Preparation and Brief			Complete with no adjustment for new estimated construction cost
2 - Concept Design			Complete with no adjustment for new estimated construction cost
3 - Developed Design	0.11180 %	£ 10,033	Complete with no adjustment for new estimated construction cost
4 - Technical Design	0.38696 %	£ 34,725.67	Adjusted for new estimated construction cost Oct 2020

5 - Construction	0.38696 %	£ 34,725.60	Stage 5 drawdown commenced in Sep 2021.
5 - Prolongation	0.45242 %	£ 40,600.00	7 Months prolongation. Based on current monthly average and programme.
6/7 - Handover and Close Out	0.08186 %	£ 7,345.80	As before – no adjustment
Total percentage of works	1.42%		
Total Fee		£ 47,946.00	Remaining PO to cover

<b>Oxford Architects</b>			
Value of works		£8,943,000 (Aug 2022 cost report nr 10)	Notes
percentage rate		2.789%	Reduced % to reflect higher construction value. Usual STFC framework rates 3.52%
total Fee		£ 249,469.68	
<b>Workstage</b>	<b>(fee (%))</b>	<b>Fee</b>	
0 - Strategic Brief			Complete with no adjustment for new estimated construction cost
1 - Preparation and Brief			Complete with no adjustment for new estimated construction cost
2 - Concept Design			Complete with no adjustment for new estimated construction cost
3 - Developed Design	0.15763%	£ 14,100	Complete with no adjustment for new estimated construction cost
4 - Technical Design	1.09001%	£ 97,498.80	Adjusted for new estimated construction cost Oct 2020
5 - Construction	0.73613%	£ 65,845.08	Stage 5 drawdown commenced in Sep 2021. (part paid)  £15,706 + VAT invoiced (May 2022, June 2022, July 2022)
5 - Prolongation	0.72310%	£64,680.00	7 Months prolongation. Based on current monthly average and programme.

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6 - Handover and Close Out	0.05450%	£ 4,874.94	As before – no adjustment
7 - In Use	0.02762%	£ 2,470.86	As before – no adjustment
Total percentage of works	2.789%		
Total Fee		£ 87,731.80	Remaining PO to cover and part stage 5 invoicing.

Total of Price & Myers with subcontractor Oxford Architects = £138,391.15 (ex VAT)

### 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.

As detailed in section D. Oxford Architects - £87,731.80 (ex VAT)

### 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 progress meetings.

### G. Invoicing

Please detail any specific invoicing requirements here

30 days, ensuring the PO number is quoted on all invoicing. Invoices to be submitted to UKRI C/O UK Shared Business Services Ltd, Polaris House, Swindon, Wiltshire, SN2 1UH.  
Please quote the purchase order number on all correspondence.

### 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

N/A

### J. Termination

The standard procedure is detailed below

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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

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:

N/A



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](http://www.sbs.nhs.uk)

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