SERVICE LEVEL AGREEMENT

BETWEEN

DUBLIN CITY COUNCIL

AND

[……]

RELATING TO PROVISION OF

MULTI PARTY FRAMEWORK AGREEMENT FOR LOCAL AREA TERM MAINTENANCE & REFURBISHMENT WORKS IN VOIDS FOR DUBLIN CITY COUNCIL

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1.THE SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") documents the agreement between Dublin City Council (DCC) ("the Client") and [……] ("the Works Contractor") in relation to the provision of Term Maintenance & Refurbishment Works for Dublin City Council.

The objectives of this SLA are to:

- Provide a guide on the day-to-day operation of the contract
- Establish a detailed common understanding of the works to be delivered by the Works Contractor and the Client's expectations for each aspect of the contract
- Define a system of objective service level monitoring
- Provide a system for appropriate contract management and reporting

This SLA will become effective on the date it is signed by both parties and will continue until the expiry or earlier termination of the Framework Agreement or any contract awarded thereunder.

This agreement may be updated at any time by agreement of the parties. Any amendments or alterations to this SLA must be agreed and signed by both parties.

1.1 SCOPE OF AGREEMENT

This SLA must be read in conjunction with the Invitation to Tender issued by the Client. ('the Invitation to Tender'); and the Tender that will be submitted by the Contractor ('Tender Submission') and the Terms and Conditions. In the event of any conflict between the terms of these documents, precedence will be given to the terms contained in:

(i) The Terms and Conditions of Contract
(ii) The Framework Terms and Conditions
(iii) The Service Level Agreement
(iv) The Task Order
(v) The Invitation to Tender
(vi) The Tender Submission including any supporting clarification or documentation

1.2 NOMINATED REPRESENTATIVES

The following individuals are nominated on behalf of either party as the primary point of contact in relation to all matters arising under the SLA:

THE CLIENT: Dublin City Council			
Name:	Ciara Dunne	**Job Title:**	Framework Manager
Phone:	(01) 222 6280	**Email:**	ciara.dunne@dublincity.ie

THE CONTRACTOR: [……]			
Name:		**Job Title:**	
Phone:		**Email:**	
Address:			

1.3 UPDATES TO THIS AGREEMENT

This Agreement will take effect on the date of signing and continue in force throughout the duration of the Framework Agreement or until otherwise terminated by the parties.

This Agreement may be updated at any time by agreement of the parties.

1.4 DATA PROTECTION

Both parties agree to abide at all times by the provisions, obligations and principles of all current Data Protection legislation.

2.SERVICE LEVELS/ WORKS REQUIREMENTS AND RESPONSIBILITIES

2.1 LOCATIONS

Dublin City Council administers the maintenance and refurbishment of the existing residential stock through the following areas:

Lot 1 - Ballymun-Finglas
Lot 2 - Artane-Whitehall
Lot 3 - Donaghmede
Lot 4 - Clontarf
Lot 5 - Cabra-Glasnevin
Lot 6 - North Inner City
Lot 7 - South West Inner City
Lot 8 - South East Inner City
Lot 9 - Ballyfermot-Drimnagh
Lot 10 - Kimmage-Rathmines
Lot 11 - Pembroke
Lot 12 - Citywide

2.2 RESPONSIBILITIES

The Works Contractor must carry out the maintenance and refurbishment works under the terms of the Public Works Term Maintenance and Refurbishment Works Contract and under the direction of the Area Maintenance Officer for the areas listed in 2.1 as and when so directed and in accordance with:

1) the Terms Maintenance Contract;

2) the Framework Agreement Terms and Conditions;

3) the terms of this SLA;

4) the Task Order issued;

5) the Invitation to Tender;

6) the Tender submitted by the Contractor

The overall scope of the framework agreement is as set out in the Works Requirements including preliminaries, specification and drawings for the Local Area Term Maintenance and Refurbishment Works (Volume A).

2.3 GENERAL REQUIREMENTS

1. The Contractor shall initially be allocated up to ten (10) units. Subject to the Contractor demonstrating sufficient operational capacity, satisfactory performance, and compliance with the timeframes specified by the Area Maintenance Officer, the Contracting Authority may, at its sole discretion, increase the allocation to a maximum of forty (40) units at any one time. No entitlement to additional allocations shall arise solely from the award of the Contract.

2. Sample Project Plans including timelines for the refurbishment of the following properties must be submitted at Tender stage for the following:
   a. Zero bed unit
   b. Two bedroom apartment
   c. Three bed house

3. The timelines submitted must as part of Tenderers' responses to point 2 above must reflect the fact that the contractor may be doing up to 40 refurbishments at a given time.

4. Undertaking that the Contractor must begin on site within 5 working days of being issued with Task Order. If any hazardous material(s) is/are preventing works commencing and need to be removed before refurbishment works can commence the contractor will initiate the removal of these materials within 5 working days of the Task order being issued.

5. The Area Maintenance Officer will provide an expected completion date to the contractor on issuing a Task Order. This date will be accepted by the contractor, having taken into account timelines indicated in the Project Plans submitted by the Contractor at tender stage.

6. Failure to meet these times allows the client (Dublin City Council) to review the allocation of future projects to the contractor.

7. A refurbishment once started must not be postponed or halted unless a valid reason is submitted to the client and consent given by the client.

8. The Contractor must accept a profile of voids that are representative of the voids in that Area (ie must take houses, a representative sample of housing typologies (bedroom sizes) and cannot consistently turn down certain works). Failure to do so allows the client to allocate projects to the next contractor on the Framework.

9. The Contractor must provide a progress report at least every two weeks to DCC's Housing Maintenance Department.

10. The Client must be notified of any factors which will impede achievement of estimated completion dates.

11. The Client must be notified if any factors arise that may have been missed when the Area Maintenance Officer was compiling the task order.

12. Any snagging directed by the Area Maintenance Officer at final inspection must completed within 3 working days or, if works are significant, within a timeframe directed by the Area Maintenance Officer

13. Snagging must be completed to the satisfaction of the Area Maintenance Officer at least one week prior to the submission of the completion certificate and invoice to Dublin City Council Quantity Surveyors' Division.

14. The Contractor must facilitate the carrying out of BER Assessments, pre and post works as required. The Contractor must also confirm with the Client if a BER Cert is required. The Contractor must also confirm that BER Assessments have been done before works are signed off.

15. The Contractor must document all fire stopping works and provide the client with these on completion of a refurbishment.

16. It is envisaged that over the lifetime of this Framework, Dublin City Council will migrate to a new Online housing management system which will allow for integration to third party systems. Dublin City Council will liaise will with the Contractor to integrate, if required and provide any necessary training. The Contractor agrees to meet these requirements.

17. The Contractor must comply with any invoicing requirements Dublin City Council has and will facilitate any changes to invoicing procedures that Dublin City Council makes.

18. The Client will notify the contractor of any breaches of this SLA or underperformance. Failure on the part of the client to remedy its performance allows the Client to allocate projects to the next contractor on the Framework.

2.4 HEALTH & SAFETY REQUIREMENTS

1. The Contractor must carry out all the roles of the PSCS in compliance with the Safety, Health and Welfare at Work (Construction Regulations) 2013 and any subsequent additions or

amendments. They will also co-operate with Dublin City Council (DCC) as the Client in the following way:

a. The Contractor as PSCS, will develop the PSDP's preliminary plan for each site and keep a copy on site and available for inspection by DCC.
b. The Contractor as PSCS, will notify the HSA before construction begins on site and forward a copy to DCC.
c. The Contractor as PSCS, will ensure that all sub-contractors on site have provided a company safety statement and also a method statement outlining the specific activity they will undertake on site. These will be available on site for inspection by DCC.
d. The Contractor as PSCS will ensure all sub-contractors are competent to carry out all works they are required to do and that these sub-contractors and their employees have suitable training records available for inspection by DCC.
e. The Contractor as PSCS will ensure that all employees on a site carry with them a current Safe Pass Card, CSCS cards and any other documentation they are required to have by virtue of the task they are carrying out.
f. The Contractor as PSCS, will notify the HSA and DCC of all Notifiable Accidents and Dangerous Occurrences.
g. The Contractor as PSCS, will notify the HSA and DCC of any non-compliance with written directions to designers or contractors that they issue as PSCS.

2. The Contractor as PSCS, will inform DCC immediately of any incident or accident that could have put DCC tenants or any member of the public at undue risk.

3. Any award of contract is conditional on supplying completed PSCS Competence Assessment Questionnaire (SR21) and Contractor Competence Assessment Questionnaire (SR23). These forms will be issued to successful applicants at Award Stage.

2.5 APPROVAL PROCESS

No additional works outside of the scope of the Task Order issued to the Contractor will be commenced/undertaken by the Contractor without written instructions from the Client.

3. CONTRACT REVIEW AND PERFORMANCE MANAGEMENT

The Representatives nominated in Section 1.2 above will also represent the parties in the context of reviews. There will be two types of service review:

3.1 SLA REVIEW

Service performance against this SLA will be reviewed on a bi-monthly basis and will be held in the (NCOD) North City Operations Depot from commencement date of contract. The Contractor is obliged to attend all performance meetings as requested by the Client.

The purpose of the review is to monitor:

1. Performance against agreed service levels as set out in Section 2 above.
2. Any significant variations from agreed service expectations and the cause for these
3. Any requirements to amend current works requirements

4.2 PERFORMANCE REVIEW

The agenda for this review will be based upon the service level expectations recorded in this SLA along with any additional performance matters which have arisen in the course of the operation of the Framework Agreement. Failure to meet the expectations set out in this SLA may be grounds for the Client to terminate the Framework Agreement.

The following key performance indicators will be measured, reported on by the Contractor on a monthly basis (Reports to be furnished to the Client within 4 days of the Month end)

- **Quality of Goods/Materials/Works**
  - 100% quality of all goods / materials delivered
  - 100% quality of all Works carried out

4. COMMUNICATIONS

4.1 COMMUNICATION

Communications will primarily take place between the nominated points of contact from both parties. In case of disruption to the works or other need to escalate, the matter will be referred to the following member of management designated by the Contractor and the Client:

Name:	Ciara Dunne	**Job Title:**	Framework Manager
Phone :	(01) 222 6280	**Email:**	ciara.dunne@dublincity.ie
Address:			

Name:		**Job Title:**	
Phone :		**Email:**	
Address:			

4.2 COMMUNICATIONS PLAN

Type of meeting	Applicable areas	Frequency	Reporting	Attendees
SLA / performance review	All Contractors	Bimonthly	Update on works carried out to date and Review of SLA	Area Maintenance Officer and Contractor

Snags / Technical issues meeting	All Locations relevant	When required	Discuss Snags / unresolved building issues / any unforeseen issues	Area Maintenance Officer and Contractor

4.3 AUDIT & INSPECTION

The Contractor will provide rights of access and inspection to DCC to all activities, records and persons associated with the works being carried out on the site(s) and all information which DCC may reasonably require to verify compliance by the Contractor within the terms and conditions of this SLA and of the Contract.

4.4 TERMINATION OF THIS AGREEMENT

This agreement may be terminated in accordance with the provisions of the terms and conditions of the Term Maintenance Contract/Framework Agreement.

5. SIGNATURES

Signature for the Client: _____

Date: _____

Signature for Contractor: _____

Date:_____