

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: **31st 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: 23/01/2023 | Initial term: 22/01/2025 Expiry date: 22/01/2027 |
|---|-------------------------------|---|

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 | Stride Treglown Limited |
| NHS SBS Supplier Reference # | SBS/17/NH/PZR/9256 |
| Name of Supplier Authorised Signatory | REDACTED |
| Job Title of Supplier Authorised Signatory | Managing Director |
| Address of Supplier | Promenade House The Promenade, Clifton Down, Bristol, BS8 3NE |
| Signature of Authorised Signatory | |
| Date of Signature | |

Customer SLA Signature panel

| The "Customer" | |
|--|---|
| Name of Customer | Valuation Office Agency, on behalf of the Commissioners of HMRC |
| Name of Customer Authorised Signatory | REDACTED |
| Job Title | Director of District Valuer Services (DVS) |
| Address of Customer | 8th floor, 10 South Colonnade, Canary Wharf London, E14 4PU |
| 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:

nsbs.construction@nhs.net

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1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between Stride Treglown Limited and the Valuation Office Agency (VOA) 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 This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties.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.

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

VOA reference : VOA/2022/042

The overarching scope of this contract will include the multi-disciplinary scope of LOT 12 Ancillary Services.

The VOA is seeking to appoint a MasterPlanning, Urban Design and Town Planning Consultants to provide a suitable, professionally qualified resource to undertake potential commissions.

As a minimum, the supplier must have personnel at a senior level within the organisation who are a fully qualified Master Planner / Urban Planners and Town Planners holding full membership of the the Royal Institute of British Architects and / or the Royal Town Planning Institute (RTPI) or equivalent in addition to any technical or supporting staff. The supplier must use computer aided design packages (including AutoCAD or equivalent) maintaining and upgrading such a system to exploit the potential of new technological developments where reasonable.

Specifications must be produced from nationally recognised industry standard specifications, such as NBS format. Duties will include:-

- *If required take on the role of "Principal Designer" in accordance with CDM 2015 Regulations.*
- *Provide Planning advice, including Town Planning*
- *Production of Master Planning / Urban Design concepts*
- *3D Visualisation plans / concepts*
- *Design advice*
- *Project Briefs*
- *Specifications*
- *Planning submissions*
- *Cost estimates*
- *Provide affordable and sustainable designs and advice having regard to all current standards and regulations*
- *Respond to Local Planning Authorities on planning / reserve matters applications*
- *Provide the client with plans and associated documents, including calculations to achieve a cost effective solutions as appropriate for the project*
- *Provide advice on the merits of alternative solutions considered appropriate for projects to demonstrate the achievement of Best Value*
- *Consider other master planning issues*
- *Preparation of work packages suitable to tender, procurement management, of survey works*
- *Attend meetings*
- *Advice Client on CDM Matters Health Safety Environment Management Expert witness Training.*

The VOA will commission work as required during the contract term. Work will be requested by email from the VOA and the Supplier will be required to respond within 10 working days with :

- *Confirmation of capacity to deliver requirements for the project*
- *Confirmation of any Conflict of Interest status*
- *A fee quotation for each project adopting the contracted rates set out in section D below.*

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Each project commissioned will have its unique PO number. Each project fee quote is subject to client approval prior to VOA instruction confirmation.

No estimate of the number of projects to be required within the contracted period can be provided and the VOA takes no undertaking to either confirm such estimate during the contract period.

B. Business Hours

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

Normal office hours: 09:00 – 17 :30 (Monday to Friday)

Office contact during normal working hours : **REDACTED**

Single point of contact for this project : **REDACTED M : REDACTED**

Supplier out of hours contact details: N/A

C. DBS

The Customer should detail the level of DBS check requirement

N/A

D. Price/Rates inc. estimated total value

Discounts applied to Standard NHS SBS Rates under Lot 12, as outlined below. The highlighted column in the below table represents the agreed discounted fee rates that will apply for this SLA.

| Grade level | Consultant | NHS SBS 2022 Fee Rate (£ph) | ST Proposed Fee Rate (£ph) | % reduction proposed to VOA (rounded) |
|-------------|--|-----------------------------|----------------------------|---------------------------------------|
| 1 | Director | REDACTED | REDACTED | REDACTED |
| 2 | Divisional Director / Regional Director / Head of Department | REDACTED | REDACTED | REDACTED |
| 3 | Associate / Senior Staff | REDACTED | REDACTED | REDACTED |
| 4 | Professional / Technical | REDACTED | REDACTED | REDACTED |
| 5 | Assistant | REDACTED | REDACTED | REDACTED |
| 6 | Graduate / Trainee / Admin | REDACTED | REDACTED | REDACTED |

To manage financial liabilities, Stride Treglown will provide a budget estimate to the Customer for all services procured under this SLA, based on an initial project brief and scope of service provided by the Customer. The Customer will keep costs under review on a project by project basis, advising the Customer

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when approximately 80% of the budget estimate has been reached and whether the project is estimated to be completed within the original budget or if an extension of the relevant Purchase Order is required.

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.

At the date this SLA is signed, it is not envisaged that the Supplier would be sub-contracting any services. Should this change at any point during the SLA period, the Supplier would notify the Customer in advance of any sub-contracting taking place.

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.

As a minimum we would expect to be able to access regular progress reports for each project commissioned within the contract. The frequency of reports will be determined per project. Supplier will also be required to provide a quarterly update, summarising on contract activity and spend.

G. Invoicing

Please detail any specific invoicing requirements here

Payments will be made via an electronic payments system, SAP Ariba P2P (MYBuy). Invoices should be provided for each milestone within one month of agreement of deliverables and sent to **REDACTED** copying in **REDACTED** and the contract manager (including the purchase order provided). Payments will be made into the bank account provided by the supplier.

Invoice on a monthly basis, payment made to the account details within invoice, payment terms to be 28 days

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

Where applicable, please details the agreed terms of any audit requirements

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

KPIs will be set per project (where applicable) and monitored by VOA under this agreement

L. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

To be reviewed when required.

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

Shared vision. **Better together**