

Construction Consultancy Services Service Level Agreement (SLA)

Framework Details

Title: **Construction Consultancy Services**
 Reference: **SBS/17/NH/PZR/9256**
 Framework Duration: **4 years**
 Framework End Date: **31 March 2022**
 NHS SBS Contacts: [REDACTED] [REDACTED] [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	06 January 2020	Expiry Date	27 March 2020
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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	WSP CEL Limited
NHS SBS Supplier Reference #	SBS/17/NH/PZR/9256/215
Name of Supplier Authorised Signatory	[REDACTED]
Job Title of Supplier Authorised Signatory	[REDACTED]
Address of Supplier	WSP The Mailbox, Level 2 100 Wharfside Street Birmingham B1 1RT
Signature of Authorised Signatory	
Date of Signature	

Customer SLA Signature panel

The "Customer"	
Name of Customer	THE SECRETARY OF STATE 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 17 Smith Square Westminster London SW1P 3JR
Signature of Customer Authorised Signatory	

Date of Signature	
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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:



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1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between *WSP* and *Defra* for the provision of *Technical Support for Design Brief*. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties.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: 

Construction Consultancy Customer Contact: 

4. Periodic Review

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

To provide professional services as detailed below:

- WSP will act as the conduit to disseminate the information provided in the URB to Merrick and Arup to facilitate the development of the Client Brief.
- WSP will attend workshops as required to define terminology used in the URB, ensuring a common understanding between APHA users, the SCAH Programme Team and Merrick/Arup.
- WSP will assist in ensuring common standards are defined and included within the Client Brief required for initial design work packages.

Assurance

- WSP will provide assurance to APHA, Defra and the SCAH Programme Team that the requirements set out in the URB are being interpreted correctly by Merrick/Arup and included within the Client Brief as necessary

Survey management: existing buildings and existing site information

WSP will define and draft the survey specification for:

- Buildings for demolition and extended life (as part of transitional arrangements);
- Fabric and service conditions;
- Asbestos and building contamination;
- Site infrastructure, location, condition and life expectancy;
- Topographical, ground and contamination survey (including water);
- Borehole heat rejection capacity survey; and
- Floor risk assessment survey (taking account of existing study).

WSP will commission the surveys and be responsible for the project management of their implementation.

B. Business Hours

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



wsp



The Mailbox, Level 2,
100 Wharfside Street, Birmingham,
B1 1RT

C. DBS

The Customer should detail the level of DBS check requirement

Disclosure and Barring Services check (DBS) is required for any staff member needing a hard pass to work on site

D. Price/Rates

The rates below are valid for all work carried out during 2020 and include expenses and the 2% rebate to the NHS.

Personnel	Monthly hours estimate			Total	Hourly Rate
	January	February	March		
Senior Project Manager	45	15	15	75	£119.00
Technical Director	45	50	50	145	£119.00
Senior Consultant	0	50	15	65	£89.00
Total	90	115	80	285	

Price - £33,000.00

Plus £122,200 for survey works

Price is £,155,200.00

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 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. Customers should detail any additional management information required and the frequency of provision here.

WSP to provide Management Information as required by Defra's nominated Programme Management team.

G. Invoicing

Please detail any specific invoicing requirements here

Payment 30 days from invoice

H. Complaints/Escalation Procedure

The standard procedure is detailed below

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

I. Audit Process

Please detail any Customer audit requirements

DEFRA reserves the right to conduct an audit of the supplier to ensure compliance with the agreed terms and conditions.

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.

6. Other Requirements

Please list and agree the key requirements of the service

A. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

B. Other Specific Requirements

Please list any agreed other agreed requirements