

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	19/02/2021	Expiry Date	31/03/2021
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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 UK Limited
NHS SBS Supplier Reference #	SBS/17/NH/PZR/9256
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	
Address of Customer	Nobel House 17 Smith Square Westminster 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:



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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 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 This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties.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: 

Construction Consultancy Customer Contact: 

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 12 Ancillary Services

Defra require four modular buildings progressed through design and construction to the fastest feasible timescale during Q1 2021.

These buildings are:

1. A new derogated CL3 laboratory for TSE sample testing
2. A new modular building to house a range of sample and reagent storage freezers
3. A set of modular units, comprising a freezer store, cold store and flammable chemicals store
4. A new modular office

Defra have appointed a project management team and are acting as both client and principal designer. A modular building design and build contractor has also been selected and appointed.

Defra are also responsible for overseeing site enabling works. Locations have been selected for the buildings.

Defra have requested the following services from WSP:

- To produce detailed employer's requirements for the new modular buildings covering operational needs, architectural and MEP needs to enable both approval from the Defra technical review panel to proceed into the design and build phase, but also to fix the footprint and external shell of the modules. This needs to be completed on a fast track basis by 28th January 2021.
- To provide a multi-disciplinary design team to primarily produce facility layout drawings for all modular buildings to sufficient detail to clearly visualise user requirements and functions and to facilitate multiple client workshops and meetings to provide assurance and approval.
- To produce user requirement specifications for fixed equipment that is to be purchased by APHA and to undertake technical bid analysis, specifically for:
 - The decontamination autoclave
 - Microbiological safety cabinets
 - Fume cupboards
- To act as client quality monitor for the project

WSP assumptions

We have made the following assumptions with respect to design responsibilities and scope:

- WSP and its sub-consultants shall fulfil the role of designer up until the point of completion of detailed employers' requirements and completion of facility layout drawings by WSP to RIBA Stage 1.
- WSP shall produce user requirement specifications for Defra and APHA approval for the autoclave, microbiological safety cabinets and fume cupboard to enable Defra to tender for this equipment. WSP shall also undertake technical bid analysis of the received tenders to support a preferred vendor selection by the end of March 2021
- The selected modular building contractor shall be responsible for undertaking the design from RIBA Stage 2 onwards
- Defra shall act as Principal Designer, co-ordinating design reviews, including design stage risk assessments, constructability and process safety reviews.
- Defra shall manage and integrate all design aspects between the site, site services and utilities, below ground works and drainage, the modular buildings and bought in equipment items, such as fixed equipment and furniture
- WSP shall support Defra in fulfilling its design assurance role by reviewing design proposals, specifications and build quality of the modular buildings
- Defra have appointed both a containment advisor and commissioning and qualification agent, through existing frameworks. We understand that these roles are currently fulfilled by Merrick consulting engineers

WSP Exclusions

The following are currently excluded from our scope of supply:

- The design of all civil and structural works including foundations, which we have assumed are being designed by the modular build contractor
- The design of tie-ins to site utilities and drainage
- Facilitating safety reviews such as HAZOP, SWIFT and constructability
- Obtaining planning consent and building control approvals
- External works design including road and services re-work
- Containment advisor
- Fire engineering
- Approved inspector
- Planning consultancy
- All surveys
- Design works to existing buildings 96 and 96a
- Specification of science bench top equipment

WSP would be pleased to be considered for the above works if required on instruction by Defra.

B. Business Hours

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

To maintain continuity of service from our team who have supported you to date and to provide additional support to ensure timely delivery of your requirements we are pleased to confirm the following team:

- [REDACTED] shall act as your single point of contact for our design services and quality assurance delivery. [REDACTED] The following key team members shall report to [REDACTED]:
- [REDACTED] will provide technical assurance and approval of design deliverables
- [REDACTED] shall lead the production of MEP employers' requirements and act as our quality assurance lead for MEP systems
- [REDACTED] with support from [REDACTED] will produce the user requirement specifications for the autoclave, microbiological safety cabinets and fume cupboards. [REDACTED] will also lead the technical bid analysis of the returned equipment bid analysis
- [REDACTED] of BMJ shall lead the production of architectural employers' requirements and layouts

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

Role	Rate/hr	Jan	Feb	March	Total Hours	Total Cost
Technical director, WSP	£ 119.00	15	8	8	30	£ 3,570.00
Senior Project Manager, WSP	£ 119.00	122	40	40	202	£ 24,038.00

MEP and infrastructure lead, WSP	£ 89.00	30	30	30	90	£ 8,010.00
Architects	£ 119.00	161	35	35	231	£ 27,489.00
Electrical Engineer WSP	£ 89.00	8	30	30	68	£ 6,007.50
Fixed equipment specialist mechanical engineer WSP	£ 89.00	0	40	40	80	£ 7,120.00
Process Engineer, WSP	£ 69.00	0	40	40	80	£ 5,520.00
Project Support WSP	£ 69.00	6	6	6	18	£ 1,242.00
Document Control WSP	£ 39.00	0	8	8	16	£ 624
Total fee (£)		342	229	229	799	£ 83,620.50

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.

BMJ Architects

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 SCAH Programme Management team.

G. Invoicing

Please detail any specific invoicing requirements here

Payment 30 days from invoice - Monthly, with hours put against the included cost table

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

Defra reserve the right to terminate in accordance with the termination clauses in the Framework contract – clauses 15, 16 and 17..

K. KPIs and Other Requirements

Please list and agree the key requirements of the service

To be decided with the Customer as required

L. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

n/a