



Department
for Environment
Food & Rural Affairs

Defra group Commercial

Commercial expertise at the heart of sustainable business delivery

Contract / SLA 33786 SCAH Programme – Survey Workstream Expansion

12th August 2021

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] [REDACTED]
 [REDACTED] [REDACTED]

Service Level Agreement Details

This Service Level Agreement (SLA) is between the following parties

Period of the Service Level Agreement (SLA)	Effective Date	9th August 2021	Expiry Date	31 st December 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 LTD
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	The Mailbox, Level 2, 100 Wharfside Street, Birmingham, B1 1RT
Signature of Authorised Signatory	[REDACTED]
Date of Signature	13/09/2021

Customer SLA Signature panel

The "Customer"	
Name of Customer	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	Department for Environment, Food & Rural Affairs Nobel House Area 1 17 Smith Square London SW1P 3JR
Signature of Customer Authorised Signatory	[REDACTED]
Date of Signature	15/09/2021

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

Table of Contents

1. Agreement Overview
 2. Goals & Objectives
 3. Stakeholders
 4. Estimated Duration of Contract
 5. Service Requirements
-
- A Services Provided
 - B Business Hours
 - C DBS Check
 - D Price/Rates
 - E Sub-Contracting
 - F Management Information
 - G Invoicing
 - H Complaints/Escalation Procedure
 - I Audit Process
 - J Termination
 - K KPIs and Other Requirements
 - L Variation to Standard Specification

1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between **WSP UK LTD** and **THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS** 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 Call off 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: [REDACTED]

Construction Consultancy Customer Contact: [REDACTED]

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

The scope of the services to be provided by WSP are detailed within the following change notes, approved by Defra SCAH Survey Project Manager, Nicholas Garwolinski:

- Change 111 (part a & b approved 21st July 21, part c pending approval) - Phase 2 CCTV Survey OOM uplift
- Change 119 (approved 26th July 21) - GI Dung Clamps Investigation
- Change 122 (approved 30th July 21) - Additional PM and Project Controls Manhours August to Dec 2021
- Change 123 (approved 30th July 2021) - GI additional costs (delay due to Mitie permit, decom of WS202 and additional day of surveying)
- Change 124 (approved 4th August 21) - CDM and hydraulic modelling mitigation scope growth
- Change 125 (approved 30th July 21) - Additional Buried Services Surveys of Denny's Pasture, Dung Clamps & additional gas stats.
- Change 127 (approved 2nd Aug 21) - Asbestos demolition survey of B135 Cold Store

B. Business Hours

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

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

C. DBS

The Customer should detail the level of DBS check requirement

Current Security Clearance for the survey workstream is as outlined in Annex D of Security Aspects Letter from Patrick Robinson, dated 17th Aug 2021 (file reference **DEFRA Security Aspects Letter WSPv0.5 (002).docx**) i.e BPSS with escort and CTC clearance for those working on site, which does depend on the frequency of attendance.

D. Price/Rates inc. estimated total value

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Estimated total value of the contract : £399,715

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.

Not applicable

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 invoicing.

H. Complaints/Escalation Procedure

The standard procedure is detailed below

Any complaints and escalations should be resolved 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 reserve 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. In addition, Defra reserve the right to terminate this contract at the end of September 2021 if further funding is not forthcoming.

K. KPIs and Other Requirements

Please list and agree the key requirements of the service

Not applicable

L. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

Not applicable.

M. Other Specific Requirements

Please list any agreed other agreed requirements

Not applicable.

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 Call off Agreement the terms of the relevant Supplementary Conditions of Contract will prevail, in the order it is listed below:



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**