

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: **Dave Taylor** (07740 418409) dave.taylor@nhs.net
 Brindsley Foster (07821810646) brindsley.foster@nhs.net

Service Level Agreement Details

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

| | | | | |
|---|----------------|-----------|-------------|------------|
| Period of the Service Level Agreement (SLA) | Effective Date | 4/11/2021 | Expiry Date | 31/07/2022 |
|---|----------------|-----------|-------------|------------|

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 | |
| Job Title of Supplier Authorised Signatory | |
| Address of Supplier | The Mailbox, Level 2, 100 Wharfside Street, Birmingham, B1 1RT |
| Signature of Authorised Signatory | |
| Date of Signature | (dd/mm/yyyy) |

Customer SLA Signature panel

| The "Customer" | |
|--|--|
| Name of Customer | Department for Environment, Food & Rural Affairs |
| Name of Customer Authorised Signatory | |
| Job Title | |
| Contact Details email | |
| Contact Details phone | |
| Address of Customer | Department for Environment, Food & Rural Affairs Nobel House Area 1 17 Smith Square London SW1P 3JR |
| Signature of Customer Authorised Signatory | |
| Date of Signature | (dd/mm/yyyy) |

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 *Department for the Environment, Farming 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:

Construction Consultancy Customer Contact:

4. Estimated Duration of Contract

Shared Business Services

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

Weybridge site drainage (surface and foul) is in a poor condition, additional work to that already instructed is required to undertake the full survey and unblocking of Weybridge drainage.

This survey work forms part of the SCAH suite of surveys covering the land in DEFRA's ownership and the planning application boundary at Weybridge.

This new contract allows the survey and clearance of Weybridge drainage and will detail condition for future remedial steps requiring further funding.

This survey will inform the masterplan design, Flood Risk Assessment, Environmental Impact Assessment and the subsequent planning application.

The validated data will meet DEFRA's statutory obligations and will support all ongoing and future SCAH and Critical Works projects.

The drainage system surveys to be completed under this contract are all of the following :

- *Quadrant 1*
- *Quadrant 2*
- *Quadrant 3*
- *Quadrant 4*
- *ASUs*
- *ASU Buildings*

B. Business Hours

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

*Amber Court, William Armstrong Drive
Newcastle-upon-Tyne
NE4 7YQ*

C. DBS

The Customer should detail the level of DBS check requirement

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

Shared Business Services

Fully reimbursable fees with a budget of: £676,000 (excluding VAT)
Six hundred and seventy-six thousand pounds Sterling

This fee is based on the following estimate:

£820k total aggregate estimated cost to complete the required surveys. This is broken down into the following components:

| | Original OOM | Current OOM (excl VAT) |
|--|-----------------|---------------------------|
| Quadrant 1 & Part Quadrant 4 | £75,000 | £125,000 |
| Quadrant 2 | Incl above | £106,000 |
| Quadrant 3 | Incl above | £165,000 |
| Quadrant 4 | Incl above | £110,000 |
| ASUs | £50,000 | £164,000 |
| ASU Buildings | £174,000 | £150,000 |
| | | |
| TOTAL of survey to Weybridge site | £294,000 | £820,000 |
| – | | |

plus

£150k total estimated additional costs of working in confined spaces,

less

£294k value of purchase order previously provided to WSP UK Ltd.

Please refer to change notes 128 Rev 3 and 141.

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.

Lanes Group plc
17 Parkside Lane,
Parkside Industrial Estate,
Leeds,
LS11 5TD

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.

Monthly reporting, as previously required for SCAH surveys contracts.

G. Invoicing

Please detail any specific invoicing requirements here

Payment 30 days from invoicing.

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

The supplier shall forthwith and at its own expense provide to the customer all records, documents, etc. the customer shall reasonably require for the purposes of financial and operational audit of the services provided by the supplier.

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 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

N/A

L. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

N/A

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 Call off 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**