

## 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	08 June 2020	Expiry Date	30 October 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/9256/215
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	[REDACTED]
Date of Signature	08 June 2020

### 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	[REDACTED]

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 UK Ltd* 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 This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties.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:** [REDACTED]

**Construction Consultancy Customer Contact:** [REDACTED]

### 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:

**Ongoing Technical Assurance** on Masterplan/RIBA 1 Report (including the collation of comments). This will involve reviewing the RIBA 1 report and provide comments back to SCAH Team on technical aspects and alignment to user requirements. Work with Arup to consolidate both Volume 1 and Volume 2 into a single RIBA 1 Report following the completion of value management and optioneering exercises.

**Input into Value Management and Optioneering exercise.** This will involve working with others to understand the increases in costs and where scope may have expanded. It is assumed that initial value management workshops arranged by ETL will take place in the first half of June in order to identify potential cost levers for further investigation (e.g. scope, time, inflation etc.). Once the consultants have identified these levers, further optioneering exercises with the users will take place in July and August.

**URB Update.** Continue consulting with stakeholders (APHA, DgP, Merrick etc.) to close comments on current version. Lead final update of URB for approval following value management and optioneering studies (v18). This work is dependent on the following:

- Arup are engaged to input into the value management and optioneering work promptly. Merrick is available to provide advice on impact of changes occurring from value management work to 950 and 951.
- Input from APHA and DgP to provide scientific and engineering user perspectives, anticipated to come through the Design Authority once established.
- Approval from the Design Authority (and others as required) of the optioneering of the RIBA 1 output and User Requirement Brief.
- The completion of above work will be at risk if the above are not in place. Mitigations include ensuring timely procurement of key suppliers above, Design Authority set-up complete (with necessary resource) and exercise is planned appropriately to ensure stakeholders can commit necessary time in a planned and coordinated way.

**Feasibility of SSB Refurbishment:** Examining the feasibility of refurbishment, including building services systems and fixed equipment, whilst maintaining an operating facility over the next ten years. The study will focus on the following:

- Condition: with a focus on critical fixed equipment, building services systems, building structure, internal and external finishes where critical to function. This will advise timings of key equipment changes as well as likely costs.
- Functional suitability and adaptability: for the proposed use to check that system changes are possible, taking into account interconnectivity of the two buildings. This will define any scope necessary to facilitate system replacement to enable timely upgrades when required. This will also look at the suitability of the facility from a layout perspective to accommodate current and alternative functions. This will also examine whether any decant is required to enable the proposed refurbishment work.
- Space utilisation: to measure and confirm the building gross area, the net internal area and the area in current use and then proposed occupancy.
- Compliance with H&S standards, quality standards and environmental standards.

#### **Development of SSB URS/RIBA 1 Feasibility Study:**

Consultations with science users to confirm spatial and user requirements to confirm alignment with the overarching User Requirement Brief.

Establish the correct phasing and timing of the upgrades required.  
To integrate survey findings from study above.  
Production of layouts, materials and personnel flows based on proposed use, including phasing plans.  
Production of RIBA 1 Design Brief report.

## B. Business Hours

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



## 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

£144,280.00

Price is in accordance with the breakdowns in proposals:

70069929 T01	£75,000.00
70073149 T01	£69,280.00
	<hr/>
	£144,280.00

## 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 SCAH 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

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

**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

n/a

**B. Other Specific Requirements**

Please list any agreed other agreed requirements