

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 2023**
 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	05/10/2022	Expiry Date	31/03/2024
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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	The Mailbox, Level 2, 100 Wharfside Street, Birmingham, B1 1RT
Signature of Authorised Signatory	[REDACTED]
Date of Signature	[REDACTED]

Customer SLA Signature panel

The "Customer"	
Name of Customer	Department for Environment, Food & 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	[REDACTED]

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

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 This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties.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

Construction Consultancy Customer Contact: [REDACTED]

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

The work required relates to a broad range of survey tasks required by March 2024 to be direct award for Flood and Ecology surveys.

To provide the following survey's when requested by Defra, in line with the agreed survey specification :

Discipline	Work Scope	Reports Needed
Ecology	Consolidation reports.	Refresh time lapsed reports & targeted. Assumed desk top exercises with minimal site visits.
	Species Survey (specific affected trees for bats).	Targeted survey reports based on existing reports e.g. bats; Surveys to identify if species are present or not as reports state a lot of high probability.
	BioMORPH Biodiversity Net Gain. GCN Retest ((if necessary)).	Full Ecology Service.
Flood	Ongoing	Additional modelling to support SCAH Optioneering.
Arboricultural	Specific trees affected by masterplan	Tree mitigation strategy for trees affected by works. Tree value. Bats/species include.
	Subject Matter Experts	Subject matter expert advice. Example : trees affected by the new River Bourne bridge meets specific client requirements to provide the ultimate bridge built form. To inform client to guide what the specific surveys should be.
Heritage	Historic Environment Desk Based Assessment (HEDBA)	Completion of HEDBA report.

Additional surveys may be added to this scope at Defra's discretion.

B. Business Hours

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

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C. DBS

The Customer should detail the level of DBS check requirement

Security level on site is Counter Terrorist Check (CTC) National Security Vetting clearance as a minimum including all suppliers and contractors who are based at Weybridge, or visit the site at least once a fortnight. Staff without this clearance will not be allowed on site unless escorted.

D. Price/Rates inc. estimated total value

*Fully reimbursable fees up to the value of: £149,760.00 (excluding VAT)
One hundred and forty-nine thousand, seven hundred and sixty pounds Sterling.*

Hourly Fees cannot exceed the WSP NHS SBS framework 2020 ceiling rates:

Grade	Rates
Director	£140.80
Technical Director	£126.72
Associate Director	£112.64
Senior Consultant	£95.04
Consultant	£84.48
Assistant Consultant / Engineer / Senior Technician / Graduate	£73.92
Technician	£73.92
Admin Support	£45.00

The Schedule of Rates shall be adjusted on the 1st April 2023 (the "Indexation Date"), to reflect the change in the Consumer Prices Index over the previous 12-month period provided that the adjusted Schedule of Rates shall not exceed the Schedule of Rates immediately preceding the Indexation Date multiplied by 1.02 (this being an increase of 2%).

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.

Any sub-contractors must be agreed in advance with Defra.

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 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

Shared Business Services

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- clauses 15, 16 and 17.

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:

Not applicable



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**