

Construction Consultancy Services Service Level Agreement (SLA)

Framework details

Title: Construction Consultancy Services
 Reference: SBS/13/DM/PZR/8369/1-95
 Contract Duration: 5 Months with an option to extend by a further 8 months
 Max End Date: 31st March 2018
 NHS SBS Contacts: Helen Bunnell (0161 212 3716) helen_bunnell@nhs.net

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 including Appendix 4 which takes precedence.

Period of the Service Level Agreement (SLA)	Effective Date	13th February 2017	Expiry Date	14th July 2017
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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	Turner & Townsend Project Management Ltd
NHS SBS Supplier Reference #	SBS/13/DM/PZR/8369/91
Name of Supplier Authorised Signatory	Mark Abbott
Job Title of Supplier Authorised Signatory	Director
Address of Supplier	Turner & Townsend 55 Spring Gardens Manchester M2 2BY
Signature of Authorised Signatory	
Date of Signature	

Customer SLA Signature panel

The "Customer"	
Name of Customer	NHS England (National Health Service Commissioning Board is the contracting entity).
Name of Customer Authorised Signatory	Louise Hampson
Job Title	Director of Financial Control
Contact Details email	N/A
Contact Details phone	N/A
Address of Customer	Quarry House Quarry Hill Leeds LS2 7UE
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: helen.bunnell@nhs.net

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1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between Turner & Townsend Project Management Ltd and NHS England 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 This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties.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. Purpose, Goal & 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. Contract Management

The Contract Managers from the Supplier and the Authority 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 Contract Managers associated with this Agreement.

Supplier Contact Manager: Mark Abbott (Commission Lead) responsible for delivery of the service.
Jonathan Turner (Delivery Lead) responsible for day to day management.

Authority Contact Manager: Neil Grice, Local Area Director, Community Health Partnerships.

4. Agreement Term

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

The Services provided will be in accordance with the Specification of Requirements outlined in Section 6 of this Agreement.

B. Business Hours

Suppliers are required to provide and operate a single point of contact through which the Customer can contact the Supplier. These details are provided below:

Jonathan Turner:	Jonathan.P.Turner@turntown.co.uk	07939 674850
Mark Abbott	mark.abbott@turntown.co.uk	07717 836598

C. DBS

NOT USED

D. Key Personnel

The key personnel that the Supplier has identified to deliver the services captured in Section 6 of this Agreement are as follows:

Name	Role	Band
Mark Abbott	Commission Lead	Director
Jonathan Tuner	Delivery Lead	Associate Director

E. Price/Rates

Pricing and rates applicable for the delivery of the services outlined in Section 6 of this Agreement are as follows:

1. Key Personnel Rates:

Name	Role	Day Rate

2. Mandatory Requirements:

Days and costs outlined below are based on delivering services to all 10 of the Greater Manchester localities combined.

Deliverable 1: Undertake a Health Check of Strategic Estates Groups:

Name	Role	Day Rate	Days	Total Cost

Deliverable 2: Engage with local stakeholders:

Name	Role	Day Rate	Days	Total Cost

Deliverable 3: Check and review locality estates data

Name	Role	Day Rate	Days	Total Cost

Deliverable 4: Support the development of Estates Implementation Plans

Name	Role	Day Rate	Days	Total Cost

3. Optional Requirements:

The Authority may request the following services to be delivered by the Supplier as part of this Agreement:

Deliverable 5: Neighbourhood Asset Reviews:

Name	Role	Day Rate	Days	Total Cost

Name	Role	Day Rate	Days	Total Cost

Deliverable 6: Business Case Development:

Name	Role	Day Rate	Days	Total Cost

4. Expenses:

The Supplier will not charge the Authority expenses for the delivery of work undertaken through this Agreement.

F. 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.

The Supplier has proposed to sub-contract the following as part of this Agreement:

Name of Supplier ultimately responsible for delivery of the Service.	Supplier delivering the Service indicated.	Service Line	Service
Turner & Townsend Project Management Ltd	AA Projects Ltd	Support in the delivery of the service	Support in the delivery of the service. To be determined in conjunction with any existing support that either party have with the ten GM localities

G. Management Information (MI)

NOT USED

H. Invoicing

All invoices will be submitted via the Authority's chosen e-Invoicing Platform 'Tradeshift': <https://tradeshift.com/supplier/nhs-sbs/>

The Supplier will invoice the Authority for payment of a Milestone Deliverable after formal confirmation (via e-mail) from the Authority's Contract Manager that the Milestone has been completed to the satisfaction of the Authority.

The Authority shall pay each invoice received within thirty (30) days of receipt of such invoice.

I. Complaints/Escalation Procedure

In the first instance, the Authority and Supplier Contract Managers should work together and attempt to resolve any issues locally.

Should this approach fail to result in a satisfactory outcome for the Authority, the issue should be escalated to NHS England Commercial Team. The NHS England Commercial Team will then attempt to resolve the issue to the satisfaction of the Authority.

If the NHS England Commercial Team is unable to resolve the issue(s), then this will then be escalated to NHS SBS. Should this approach not result in a satisfactory outcome, the Authority may decide to terminate the Agreement.

J. Audit Process

NOT USED

K. Termination

Persistent failure by the Supplier to meet the agreed service levels as specified within the Agreement may lead to the Contract being terminated or alternative Suppliers(s) being appointed by the Authority to maintain levels of service

Prior to termination the complaints and escalation procedure should be followed to attempt to resolve any issue. Should suitable resolution not be achieved, the Authority will be allowed to terminate the Agreement immediately.

6. Specification of Requirements

The Specification of Requirements to be delivered as part of this Agreement can be found in the embedded document below:



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7. Other Requirements

A. Variation to Standard Specification:

NOT USED

B. Other Specific Requirements:

NOT USED

8. Suppliers Response to the Invitation to Tender:

The Suppliers response to the Invitation to Tender (ITT) and how it proposes to deliver the requirements that fall under this Agreement can be found in the embedded documents below:

Question/Section of ITT	Response
Question 1.1.1: Sub-Contractor Arrangements	
Question 1.2.1: Organisational Capability	
Question 1.2.2: Organisational Capability	
Question 1.3.1: Customer Services/Responsiveness	
Question 1.3.2: Customer Services/Responsiveness	
Question 1.4.1: Mobilisation	

Question/Section of ITT	Response
Question 1.5.1: Service Delivery	
Question 1.5.2: Service Delivery	
Question 1.5.3: Service Delivery	
Question 1.6.1: Service Delivery	
Form of Tender	
Appendix 1 to Form of Tender	
Commercial Schedule	