

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: **31st July 2023**
 NHS SBS Contact:

FOIA Section 40 Personal Information

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	08/07/2023	Expiry Date	31/10/2023
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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	Price & Myers
NHS SBS Supplier Reference #	SBS/17/NH/PZR/9256
Name of Supplier Authorised Signatory	FOIA Section 40 Personal Information
Job Title of Supplier Authorised Signatory	Partner
Address of Supplier	Price & Myers 37 Alfred Place London WC1E 7DP
Signature of Authorised Signatory	FOIA Section 40 Personal Information
Date of Signature	08/09/2023

Customer SLA Signature panel

The "Customer"	
Name of Customer	UK Research and Innovation
Name of Customer Authorised Signatory	FOIA Section 40 Personal Information
Job Title	Procurement Manager
Contact Details email	FOIA Section 40 Personal Information
Contact Details phone	FOIA Section 40 Personal Information
Address of Customer	Polaris House North Star Avenue Swindon SN2 1FL
Signature of Customer Authorised Signatory	FOIA Section 40 Personal Information
Date of Signature	(dd/mm/yyyy) 08/09/2023

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 Price and Myers and UK Research and Innovation 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 This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties.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. 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: FOIA Section 40 Personal Information

Construction Consultancy Customer Contact: FOIA Section 40 Personal Information

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

LOT 1 Architectural Services

Employer's representative for the administration of R4 project during construction phase. Specific services for this

appointment are limited to:

- in accordance with the ACE's Professional Services Agreement 2017. Provide the relevant services and core deliverables listed in Part 2 of the Schedule of Services as a Civil and Structural Engineering Non-lead Consultant, for RIBA stages.
- Oxford Architect – resolve any design related issues, attend site meetings, early warning meetings, monthly progress meetings, general project admin.
- Price & Myers – 1 day a week, resolve any design related issues, attend site meetings, early warning meetings, monthly progress meetings, general project admin
- Attend a post project evaluation workshop (up to 1 day)

B. Business Hours

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

Standard office hours

Monday – Friday

0800 - 1700

FOIA Section 40 Personal Information

C. DBS

The Customer should detail the level of DBS check requirement

N/A

D. Price/Rates inc. estimated total value

Price & Myers	Oxford Architect	CRS (Road Safety Audit)
£8820 + VAT	£17,325 + VAT	£950 +VAT
Scope of service: 1 day a week, resolve any design related issues, attend site meetings, early warning meetings, monthly progress meetings, general project admin	Scope of service: Resolve any design related issues, attend site meetings, early warning meetings, monthly progress meetings, general project admin.	
Attend a post project evaluation workshop (up to 1 day)	Attend a post project evaluation workshop (up to 1 day)	

Total value of the contract is : £27,636.90 exclusive of VAT

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.

Oxford Architects £17,325 + VAT
CRS £950 + VAT

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.

As stated in section D.

G. Invoicing

Please detail any specific invoicing requirements here

Invoices paid within 30 days at end of month
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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
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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

N/A

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 Framework 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**



Order	4070356470
Order Date	11-SEP-2023
Revision	0
Revision Date	
Payment Terms	As per terms and conditions

Supplier: **Price and Myers LLP**
Chester House
21-27 George Street
Oxford
OX1 2AY
United Kingdom

Tel: ..
 Fax:

Invoices not quoting the PO number and the ship to details will be returned unpaid.

For all purchase order queries, please contact
 P2PAdmin@uksbs.co.uk
 For all invoicing queries, please contact finance@uksbs.co.uk

Ship to: **STFC - RAL RAL**
STFC - RAL RAL
Rutherford Appleton Laboratory
Harwell Oxford
Didcot
United Kingdom
OX11 0QX

Invoice to: **UKRI**
C/O UK Shared Business Services Ltd
Polaris House
North Star Avenue
Swindon
United Kingdom
SN2 1UH

NOTES TO SUPPLIER:
 UKRI-3293 NHS SBS Construction Consultancy Services 2

Line	Part Number/Description	Delivery Date	Quantity	UOM	Unit Price (GBP)	Tax	Net Amount (GBP)
1	Supplier Item: Price & Myers - Structural and Architectural Design Services for R4 Redevelopment	28-OCT-2023		Each			27,636.90

Total 5,527.38 27,636.90
 Grand Total 33,164.28

The term and conditions relating to this purchase are provided in the Contract, which matches the Contract number cited in the narrative to this Purchase Order and are specific to this Contract. Where the Contract number is not so cited, then our standard terms and conditions will apply which are available at :- <https://www.uksbs.co.uk/services/procure/Documents/UKRIPOTCs.pdf>

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STFC - Science & Technology Facilities Council

STFC is part of UK Research and Innovation, a non-departmental public body funded by a grant-in aid from the UK Government. More Information can be found at www.ukri.org