

## 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	01/06/2020	Expiry Date	30/10/2020
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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	OVE ARUP & PARTNERS LIMITED
NHS SBS Supplier Reference #	SBS/17/NH/PZR/9256/146
Name of Supplier Authorised Signatory	[REDACTED]
Job Title of Supplier Authorised Signatory	[REDACTED]
Address of Supplier	13 Fitzroy Street London W1T 4BJ
Signature of Authorised Signatory	
Date of Signature	(dd/mm/yyyy)

### 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	
Address of Customer	Nobel House 17 Smith Square Westminster 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:**



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### 1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between **OVE ARUP & PARTNERS LIMITED** and **THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD 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 This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties.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 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.

**Supplier Contact:** 

**Customer Contact:** 

### 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

- **Value Management and Optioneering.** 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.
- **Benefits and Requirements.** This will provide stakeholders with visual clarity of the impact of their decisions on changes to scope/requirements on the benefits used to underpin HMT's investment decision. The basis of this can be done using existing data and knowledge from the SCAH Programme Team on the benefits approach to date, but will need to be validated and agreed with by senior users. We have assumed that two one-hour sessions will be required to do this. Deliverables include: a digital map of benefits on the right hand side, logic links to outcomes and requirements on the left hand side and % contribution of outcomes to benefits; and a report to summaries the findings, recommended quick wins and logical next steps and what these next steps will achieve for the SCAH Programme.
- The value management studies and optioneering of the RIBA 1 output is dependent upon the following:
  - WSP continue to provide Technical Assurance and complete the URB update as required.
  - Merrick is available to provide advice on impact of changes occurring from value management work to 950 and 951. (Awaiting proposal)
  - Input from APHA and DgP to provide scientific and engineering user perspectives, anticipated to come through the Design Authority once established. Moreover, approval from the Design Authority of the optioneering of the RIBA 1 output.
- The completion of the value management studies and optioneering of the RIBA 1 output 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.
- The value management and optioneering workstream will be project managed by [REDACTED]
- **Transition Plan/Enabling Projects:** To review transition building surveys; engage with stakeholders to review and update the Transition Stages Plan as required (including infrastructure transition).
- **Coombelands and Grange Livestock Facilities:** To review the Masterplan with APHA, including building URSs, logistics flow and location of all buildings. This study will include SCAH funded projects, future plans and the transition plan to the proposed end state.
- **Technical Co-ordination with BAU Plans:** General coordination to ensure alignment of the planned BAU projects and the Masterplan scope and sequence of works. This will include input into the overall Weybridge pipeline.
- **September 2020 Report Update:** An update of the RIBA 1 Report, bringing Volumes 1 and 2 into a single document, to reflect the output of the value management and optioneering exercises, as well as other design developments.

**B. Business Hours**

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

██████████  
13 Fitzroy Street  
London  
W1T 4BQ  
██████████  
██████████████████

**C. DBS**

The Customer should detail the level of DBS check requirement

Standard check, please note the site will be moving to CTC

**D. Price/Rates**

£354,108

**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.

Monthly progress to be reported against stated deliverables.

**G. Invoicing**

Please detail any specific invoicing requirements here

Invoices to be submitted as per the service requirements in Section A.

**H. Complaints/Escalation Procedure**

The standard procedure is detailed below

Any Complaints and Escalations should be discussed between DEFRA and ARUP. 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

As per the service requirements in Section A.

### 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