

# 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 2022**  
 NHS SBS Contact: **Dave Taylor** (07740 418409) [dave\\_taylor@nhs.net](mailto:dave_taylor@nhs.net)  
**Brindsley Foster** (07821810646) [brindsley.foster@nhs.net](mailto: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	4 Feb 2022	Expiry Date	29 Apr 2022
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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 Ltd
NHS SBS Supplier Reference #	SBS/17/NH/PZR/9256
Name of Supplier Authorised Signatory	
Job Title of Supplier Authorised Signatory	
Address of Supplier	
Signature of Authorised Signatory	
Date of Signature	(dd/mm/yyyy)

## Customer SLA Signature panel

The "Customer"	
Name of Customer	Department for Environment, Food & Rural Affairs
Name of Customer Authorised Signatory	
Job Title	
Contact Details email	
Contact Details phone	
Address of Customer	Science Capability in Animal Health Programme Woodham Lane, New Haw, Surrey KT15 3NB
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:

[nsbs.construction@nhs.net](mailto: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 This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties.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:** TBA

**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*

###### *Technical Scope*

- Civil (roads) Engineering, comprising new road construction and flood defences. To include 3D modelling of all highways to determine levels and earthworks quantities.
- Design of all pavements, based on available geotechnical information.
- Site Clearance Drawing(s).
- Design and routing of new perimeter services infrastructure.
- Design of new river crossing across the River Bourne.
- Drainage Modelling of Foul and Surface Water drainage systems to ensure flows can be accommodated. Design of any attenuation required and associated flow control and pollution control devices. Liaison and co-ordination with affected water companies and Lead Local Flood Authority to obtain necessary approvals.
- New services infrastructure load calculations. This will allow for several different development scenarios, including decarbonisation. This will also consider future development at the site and how resilience can be built into the existing systems. The assessment will include load profile during transition, assuming transition profile available.
- Liaison/co-ordination with DNOs/utility supply companies to determine any onsite and offsite reinforcement works, and associated costs and programmes associated with these works. Decarbonisation to include temporary supplies that are required for construction purposes.
- Establish status of Security, Sustainability, Fire, thermal energy and resilience strategies, sitewide network strategy and site wide standards and impact and sensitivity of the proposed works. Environmental review of proposals, comprising Ecological, Noise, and other environmental considerations.
- Consideration of impact of works on operation of the rest of the site during the construction period; including mitigation measures that can be implemented to reduce operational disruption.
- Development of schematic solutions for cable ducts to accommodate a range of IT/Communications site wide strategies.
- Assessment of impact of proposals on Flood Risk Assessment for the site (and alignment with WSP's FRA).

###### *Level of Design*

- Review of assumptions (plus risk and opportunity analysis).
  - Review of interfaces with masterplan and 'live' critical works projects.
  - Confirm maximum parameters/capacity for each service and including an assessment of future adaptability.
  - Confirm Basis of Design for all aspects (rainwater, temperature, etc.) and sensitivity analysis.
1. 'Developed Design' including plans, sections, and standard details for all new highways; this will allow for all required service corridors.
    - 'Developed Design', including plan and sections for the new crossing of the River Bourne.
    - For the purposes of this contract 'Developed Design' has a level of design similar to RIBA Stage 3 and the design shall therefore contain information on levels and spatial arrangement, as well as containing sufficient information to allow for the resultant scheme to be priced as a Design and

## Shared Business Services

Build contract by reasonably experienced contractors. Designs shall include utilities and associated resilience requirements (power, gas, water, etc.) following consideration of options.

- Phasing and sequencing of the roads and buried services, and consideration of impact on wider operation of the site in line with the latest CBRS.
- Construction logistics considerations, including any requirements for temporary utility supplies.
- Sufficient information to inform budget estimate (budget estimate to be undertaken by others).
- Full CDM Compliance.
- Outline specification of metering strategy.

### Deliverables

1. A Design Report. The report shall include the basis of the design, all applicable standards and requirements, all significant assumptions and risks, and a detailed breakdown of the steps required to progress the design to RIBA Stage 4 (detailed design).
2. A set of drawings. The drawings shall include a series of plans and sections across the site showing the proposals for the Perimeter Road and utilities and drainage layouts. The drawings shall be to sufficient detail to allow the progression of the design to RIBA stage 4 without further studies or design activities.

### B. Business Hours

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

ARUP

Arup Campus  
Blythe Gate  
Blythe Valley Park  
Solihull B90 8AE

### C. DBS

The Customer should detail the level of DBS check requirement

CTC Security vetting required

### D. Price/Rates inc. estimated total value

Cost reimbursable fees with a budget of: £203,621.25 (excluding VAT)

Two hundred and three thousand, six hundred and twenty-one pounds Sterling and twenty-five pence.

This fee is based on the following estimate:



20211223 Infra  
CQR\_ARUP-xxxx-001

The Supplier shall forthwith provide in writing early warning of any circumstance or event that is likely to cause the fee estimate to be exceeded and shall seek and obtain the Customer's prior written agreement before incurring any such additional costs. Such written agreement shall not be unreasonably withheld. A failure to provide in writing such early warning as soon as practicable after the Supplier becomes (or ought

## Shared Business Services

*reasonably to have become) aware of such circumstance or event shall render the Supplier liable for such additional costs.*

### 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.

*None*

### 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 reporting, as previously required for SCAH contracts.*

### G. Invoicing

Please detail any specific invoicing requirements here

*N/A*

### 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 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

*Inter alia,*

- 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.*
- Termination for convenience per main contract terms*

#### K. KPIs and Other Requirements

## Shared Business Services

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 Call off Agreement the terms of the relevant Supplementary Conditions of Contract will prevail, in the order it is listed below:

The Supplementary Conditions of Contract shall be in accordance with the NHS SBS CCS Framework Agreement standard terms and conditions (Schedules 1, 2b, 3 & 4) as amended by the provisions as set out in the Schedule of Amendments to Call Off Terms & Conditions (see attached DEFRA Schedule of Amendments).



DEFRA\_SCHEDULE  
OF AMENDMENTS T



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](http://www.sbs.nhs.uk)

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