NHS

Shared Business Services

Construction Consultancy Services 2

Service Level Agreement (SLA)

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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: [redacted]

Service Level Agreement Details

This Service Level Agreement (SLA) is between the following parties

Period of the Service Level Agreement (SLA)	Effective Date	*26 July 2021*	Expiry Date	*31 December 2021*

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	Hoare Lea LLP
NHS SBS Supplier Reference #	SBS/17/NH/PZR/9256/92
Name of Supplier Authorised Signatory	[redacted]
Job Title of Supplier Authorised Signatory	Partner/Partner
Address of Supplier	155 Aztec West, Almondsbury, Bristol, BS32 4U
Signature of Authorised Signatory	
Date of Signature	

Customer SLA Signature panel

The "Customer"	
Name of Customer	Department for Environment, Food and Rural Affairs (Defra)
Name of Customer Authorised Signatory	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]uk
Contact Details phone	[redacted]
Address of Customer	Nobel House, 17 Smith Square, London, SW1P 3JR
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.

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PLEASE RETURN THE FINAL SIGNED COPY OF THIS DOCUMENT TO:

nsbs.construction@nhs.net

Table of Contents

1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between *Hoare Lea LLP* and *Defra* for the provision of Construction Consultancy Services, more specifically Relocation of ASU from B126 to B269 Design. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties.

This is a Call Off Contract as defined in the NHS Shared Business Services Framework Agreement for Construction Consultancy Services, to which the Supplier is party ("the Framework"). The terms of the Framework govern and are implied into this Call Off Contract as set out in the Framework.

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]

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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

1.0) Introduction and Broad Project Requirements:

1.1) B269 was originally constructed in the late 1990s to accommodate a small mammal holding facility.

1.2) The facility was subject to extensive modifications during 2013. However, the installation was unsatisfactory, and the building was not handed over to APHA. It has subsequently been dormant.

1.3) Phase 2 of the Science Capability in Animal Health [SCAH] Enabling Works programme requires the demolition of building B126. This currently houses long term Transmissible Spongiform Encephalopathy (TSE) studies using mice. The project requirement it to refurbish B269 so that the science currently undertaken in B126 can be decanted into B269. Note that Health & Safety Executive (HSE) has agreed a number of derogations to the ACDP CL3 requirements. These are scheduled within the Statement of Client need.

1.4) Given both the age of the original MEP plant and the unsatisfactory nature of the modifications undertaken during 2013, it is envisaged that the majority of the legacy MEP plant would be stripped-out and replaced.

Exceptions might comprise rainwater systems, lightning protection and other systems which, subject to inspection and repair as required, might reasonably be expected to a have a further design life of 20 years.

1.5) The building fabric at ground floor level requires a 'refresh', and in some cases modifications are required. Areas to be modified include:

- Both changing rooms
- Re-design of the ante-rooms to each the holding rooms
- Modifications to the waste handing compound

1.6) It is not envisaged that structural modifications will be required to the building. However, the designers should include for a gantry or service trench to provide a route for chilled water and LTHW from an external chiller / heat pump compound.

1.7) Steam, water and electrical power is provided to the building. The intent is to 'de-steam' the space heating and domestic hot water requirements, but retain steam to the autoclaves, cage washer and humidifiers. There will be an additional power requirement to the external chiller / heat pump compound. However, it is envisaged that there will be reduced electrical and steam demand within the demised of B269.

2.0) Potential Hazards:

2.1) Unknown potential hazards: no science has been undertaken within the B269 project demise since 2013, and therefore the risk of any legacy biohazards is very low.

Documentation confirming the fumigation methodology, extent and completion will be available in due course.

2.2) Asbestos: An Asbestos Management Report was prepared in August 2020 and states 'no ACMs identified in accordance with HSG 264 Asbestos: the survey guide.' CQR Appendix 6.2 refers. This is consistent with a building which was initially constructed during the late 1990s.

2.3) Heath & Safety File: A copy of the Health & Safety File has been requested but has not yet been produced.

3.0) Associated Enabling Works:

3.1) There are currently breeding mice and reagent production rabbits housed within the cojoined B269a facility. These will be re-located by APHA.

3.2) It is NOT proposed to undertake services isolations prior to the start of the Works. It is envisaged that these will be undertaken as required, and that the timing of the isolations would be arranged between the contractor and Mitie FM.

4.0) Scope & Constraints:

4.1) The Scope of this CQR comprises professional design services to address the modifications as required to B269. These are to include the Architectural, Structural, MEP, Fire Engineering and BREEAM Assessment by a BRE-registered Advisory Professional (BREEAM AP) which has had previous experience of assessing ACDP CL2 or CL3 laboratories. The Scope also includes the associated chiller / heat pump compound, associated power supplies and the interconnecting services and routing (trench or gantry).

4.2) The Works associated with the decanting, decontamination, decommissioning and subsequent demolition of B126 is NOT part of the Scope.

4.3) The constraints include:

- Confined site and working space, due to proximity of adjacent buildings and requirement to always maintain fire egress routes.
- The requirement for 'business as usual' for the Defra staff on site with minimal disturbance to their day-to-day business and operations. Include potential disturbance from construction traffic, noise, vibration, dust, obstructions to daylight and disruption to pedestrian routes.
- Potential Planning Conditions (tbc)

5.0) Separate Consultant Appointments

Progress on the basis that there will be separate appointments as follows:

5.1) Principal Designer

Currie & Brown are the appointed Principal Designer as defined by the Construction (Design and Management) Regulations as revised in 2015. The lead designers will be required to prepare a Risk Register and attend Risk Reviews – as outlined in the marked-up version of BSRIA BG 6/201.

5.2) Containment Review

It is proposed that Merrick will be engaged to formally participate in the RIBA Stage 2, 3 and 4 Design reviews, with a specific watching brief regarding the containment.

5.3) Town Planning
If required, Town Planning advice will be provided by Montague Evans.
At the time of writing, it is NOT envisaged that a Planning Application will be required.

5.4) Building Control
If a Building Control application is required, a separate appointment will be made for an Approved Inspector with specialist laboratory experience.

6.0) Design Requirements

The aspirations include the following:

6.1) Minimum 20-year design. Any elements which may be at risk of failure within less than 20 years to be agreed with the Design Manager.

6.2) Best practice design in respect of resilience to ensure safe working, the wellbeing of the animals and the users, and the long-tern science.

6.3) The use of appropriate LZC design in line with the Low Carbon ambitions of HM Government, but without compromising reliability.

6.4) Minimum of BREEAM 'Very Good'

7.0) Design Standards

The design to follow the following Design Standards:

7.1) Energy Strategy

- Net Zero and Sustainability Annex – Government Property Agency
- CIBSE Guide F Energy in Buildings
- NHS HTM 07 (Encode)

7.2) Sustainability

- BREEAM UK Refurbishment and Fit-out 2014 Technical Manual SD216: 2.0
- Net Zero and Sustainability Annex – Government Property Agency
- CIBSE Guide L Sustainability
- NHS HTM 07 (Encode)

7.3) Utilises and site infrastructure – to include Utilities, Resilience for the Campus

- Resilient healthcare estate HBN 00-07
- NHS HTM 00 (General Engineering).

7.4) Laboratory Containment:

- BBSRC: Standards for containment: level 3 facilities (v.2014)
- CIBSE guides A, B, C, H, M
- NHS HBN 15 (Laboratory Pathology Service)
- NHS HTM 00 (General Engineering)
- DEFRA developed fabric finish schedule *(copy to follow)*

7.5) Non-containment / Admin support areas

- The Government Workplace Design Guide (Government Property Agency)
- CIBSE guides A, B, C, H, M
- NHS HTM 00 (General Engineering)

7.6) Control systems

- CIBSE Guide H Building Control Systems
- Estates Digital Blueprint, HM Revenue & Customs (2019).
- Process Functional Safety standards: IEC61511 / IEC61508.
- Cyber Security: Industrial Automated Control Systems (IACS) IEC 62443

Refer to appendix 6.3 for the full matrix.

8.0) Building Information Modelling

Building Information Modelling (BIM) is a collaborative process that will lead to better solutions for clients and their supply chains. BIM enables lean, accurate and complete design information for an effective construction process and will leave clients with better tools for asset management.

BIM processes do not reduce or replace contractual design responsibility from individual Suppliers. They shall discharge their duties as per the Defra Appointment documents as well as adhere to the specifications in this document and are collectively responsible for the PIM (Project Information Model) during their contracted phase.

The Defra Weybridge Science programme (DWSP) has made the decision to procure the redevelopment of its site in Weybridge in line with the UK BIM framework principles across the programme of all works.

In adopting the outline BIM processes and principles, the Lead Appointed Party and their respective delivery teams will be required to work collaboratively and ensure they have the necessary resources and skillsets to facilitate the delivery of IMM (Information Management & Modelling) & BIM (Building Information Management).

For BIM, the following high-level success criteria objectives have been defined:

- To maximise production efficiency through adopting a coordinated and consistent approach to working in BIM and information management
- To define the standards, settings and best practices that ensure delivery of high quality and uniform information outputs across the site-wide project works.
- To ensure that all project generated information is created to ensure digital files are structured correctly to enable efficient data sharing whilst working in a collaborative environment across multi-disciplinary teams both internally and in external environments.

As outlined above, all projects are required to deliver the works utilising Information Management & Modelling (IMM) and Building Information Management (BIM), further details for delivery are defined within the Exchange Information Requirements (EIRs) and Project Information Requirements (PIRs).

In additional to the high-level success criteria objective, general stakeholder responsibilities include:

- It is the responsibility of the Supplier to ensure the availability of trained personnel and to provide the necessary hardware and software required to enable the use of collaborative BIM processes and technology on the project.
- Suppliers shall be responsible for their respective models, reliability, and quality of associated data. It is expected that they have internal quality checks in place to ensure this.
- Model sub-divisions identified in shall be the only model files constituting the PIM.
- All individuals shall have sufficient experience for the size and complexity of the project and shall have proficiency in the necessary criteria for fulfilling their Task Team role.
- Information Authors shall have the required competency for authoring in their identified software platform as detailed in
- Any requirements for training of Task Team individuals should be identified by the Task Team Managers and arranged in good time so as not to put the project at risk.

The benefits of good information for each stakeholder include, but are not limited to:

- Greater efficiency of an asset during its lifecycle, utilising data such as energy consumption to monitor building usage.
- Improved quality and efficiency in PPM and condition-based maintenance activities
- A single source information suite relating to a built asset.
- Reduced cost during an asset's lifecycle.

The specific requirements for BIM are documented within the marked-up Appendix A to BSRIA BG 6/2018, Appendix 1.1 refers.

9.0) Deliverables

The primary role of the designer is to review the associated documentation, challenge where appropriate, and then develop an integrated ASMEP design following the RIBA Stages of Work and the BSRIA BG / 6 2018 Design Framework for Building Services – 5th Edition (Appendix 1.1).
In addition, the refer to document 'Scope of Works for the Fire Engineer' published by the Fire Industry Association (Version 1, 2015).

8.1) RIBA Stage 2: Concept Design
Prepare Strategic Engineering requirements and architectural proposals aligned to Cost Plan, Project Strategies and Outline Specification.

Develop the overall design concepts and consider various options as appropriate. In particular, consider appropriate LZC proposals and assess their resilience.

Prepare 'Technical Notes' (or similar) to document specific proposals which will be of interest to the users. These might include:

- Ventilation rates to holding rooms.
- Air distribution within holding rooms.
- Cooling and heating strategy
- Proposed building fabric 'refresh'
- Proposed shower / locker rooms
- Proposed break-out space
- Proposed gantry (or trench) between chiller compound and plantroom
- Any proposed Derogations

Attend weekly Project progress meetings (via TEAMs).

Fire Engineer to lead Fire Engineering Workshop in conjunction with Defra Fire Officer and the Mitie FM (the incumbent FM providers) and document the 'open issues'.

BREEAM AP to lead BREEAM meetings with wider design team as follows:

- Initial meeting
- Follow-on meeting

Prepare draft BREEAM pre-assessment report. Address comments from project team and issue.

End of Stage Deliverables:

Outline Specification and drawings to enable cost consultants to prepare a cost plan.

Stage 2 Report, predominantly authored for an educated but non-engineering readership, and presented in a consistent style across each section.

BREEAM AP Progress tracker

BREEAM pre-assessment report

Also allow for a TEAMs presentation, featuring highlights of the Report.

Formally respond to comments made on the report within five working days of receipt. Unless there are errors or omissions within the original report, it is NOT a requirement to revise the report to address each of the comments.

9.2) RIBA Stage 3: Spatial Co-ordination

Evaluate opportunities for off-site manufacture.

Develop the MEP and Architectural design via a Revit model.

Undertake Design Studies and Engineering Analysis as required to test the concept proposals.

Respond as required to any change control procedures.

Attend weekly Project progress meetings (via TEAMs).

Fire Engineer to lead Fire Engineering Workshop in conjunction with Defra Fire Officer and the Mitie FM (the incumbent FM providers), and document the 'open issues'.
Lead a 'constructability review' Workshop during Stage 3 to review and assess the construction strategy options. To be chaired / led by a independent construction professional.

BREEAM assessor to lead BREEAM meetings with wider design team as follows:

- Initial meeting
- Follow-on meetings as required (allow 2no)

BREEAM assessor to set-up on-line system for the design team to document the BREEAM supporting evidence.
BREEAM AP to provide strategic guidance as how to obtain the target credits.
Produce regular updates to summarise the evidence and projected scores. Allow at least two updates prior to the Stage 3 issue.

End of Stage Deliverables:

Stage 3 Report, predominantly authored for an educated but non-engineering readership, and presented in a consistent style across each section.

Include a BREEAM Stage 3 Report, complete with an interim certification.

Also allow for a TEAMs presentation, featuring highlights of the Report and a 'fly-through' of the Revit model.

Formally respond to comments made on the report within five working days of receipt and issue an updated report which addresses each of the user comments.

9.3) RIBA Stage 4A: Technical Design

Develop and complete a fully coordinated MEP and Architectural design via a Revit model.

Attend weekly Project progress meetings (via TEAMs).

BREEAM assessor to lead BREEAM meetings with wider design team as follows:

- Initial meeting
- Follow-on meetings as required (allow 2no)

BREEAM assessor to set-up on-line system for the design team to document the BREEAM supporting evidence.

BREEAM AP to provide strategic guidance as how to obtain the target credits.
Produce regular updates to summarise the evidence and projected scores. Allow at least two updates prior to the Stage 4 issue.
Provide BREEAM Design Stage Certification Report and advise on further actions.

Prepare associated Specifications and Schedules, together with all other design-related documentation suitable for tender.

Prepare Building Control Application for submission.

10) The key services and activities required under this CQR include:

10.1) Site Visits: design consultants to visit the B269 as required to undertake a non-intrusive visual survey, to gain a general understanding of the exterior and interior fabric, layout, structure and MEP systems, as well as the adjacent buildings, including noise and vibration measurements, and associated means of escape.

10.2) Potential Scope Gaps
Undertake a review of this CQR and the supporting documentation.

10.3) Propose (for agreement with the DM) any variations to the work packages for which corresponding sections of design information (design packages) will be subsequently developed,

10.4) Identify any relationships between proposed design packages that could lead to crossovers, duplications or synergies within the resultant work packages on site and thus need careful coordination and clarification within the design documentation produced.

10.5) Highlight the following to the DM and the PL.

- Any potential gaps in scop
- Advise on any related statutory requirements not addressed within this CQR.
- Any risks to 'achievability' of the users requested requirements.
- Any other perceived design risks

10.6) Surveys

Where made available by the PL and DM, review the findings of the recently planned surveys undertaken by Defra and;

- Provide advice on any findings that may impact the planned design and work packages,
- Incorporate or reference relevant parts of survey findings into design packages if necessary,
- Where absolutely required, and only following approval from the PL and DM, highlight any requirements for any new or other surveys (e.g. not yet undertaken at Stage 2) that are considered essential to be included in the Scope of Works

10.7) Design Information production

Produce a series of design information packages covering the relevant disciplines, developed and coordinated to the respective RIBA stage and sufficient to illustrate the scope of works and requirements.

10.8) Weekly Reporting

Provide a brief weekly letter report recording activities and progress of the CQR as per the template provided in Appendix E. Report to be issued by close every Friday with allowance to discuss for 30mins the following Monday via TEAMs or equivalent with the DM and the PL.

10.9) <u>The key programme requirements to be met under this CQR are:</u>

- w/c 28/06/2021 review draft CQR with the DL and PL
- w/c 28/06/2021 Defra to issue updated CQR as required.

- w/c 05/07/2021 Designer to submit costed proposals.
- w/c 12/07/2021 Defra to confirm Instruction to Proceed.
- 07/09/2021 Complete RIBA Stage 2
- 26/10/2021 Complete RIBA Stage 3
- 14/12/2021 Complete RIBA Stage 4A

Note that the dates for the completion of Stage 2 and Stage 3 can 'float'.
Refer to Appendix 6.4 for latest Programme.

11. <u>Further / General notes and requirements with regards to delivery of this CQR;</u>

11.1) Meetings may be either on site or via TEAMs (or equivalent)
11.2) Hoare Lea to nominate a key contact with whom all communications will flow
11.3) For avoidance of doubt in terms of scope, the overall purpose of work requested under this CQR is to develop at Stage 2, the requirements of the URB and therefore the URB must be clearly understood.
11.4) All completed parts of this CQRs scope are required to be evidenced with deliverables.
11.5) For drawings, design risk warning triangle notes are to be used to highlight known or anticipated risks.
11.6) Before submitting first deliverables, confirm with the DM the system of QA/QC that will be applied.
11.7) All deliverables to be issued in a zip file named as follows; 2020MMDD – CQRXXX – Issue XX.
11.8) Within any deliverables zip files, a drawing/documents register must always be provided.
11.9) All deliverables to include details of author/drawn by, checked by & consistency in revision marks.
11.10) Where any deliverables have been re-issued with changes, these must be:
- clouded for drawings
- colour highlighted on text- based documents with summarized details in a revisions table

11.11) Where information/surveys are required to be reviewed, output is to be provided in matrix format.
11.12) Where formats of deliverables are unclear, liaise with the DM to confirm requirements.
11.13) Where 'project process' is noted in this CQR, refer to Appendix A : Defra Project Execution Roadmap
11.14) The price offered for this CQR should include for all DM / associated admin / back office tasks,
11.15) Valuations of hours expended should correlate with the values agreed in the Approved CQR tab of the spreadsheet (provided in appendix D) and are to be provided monthly using the valuations tabs. Completed valuations tabs are to be pdf printed and referenced as backup on the standard Hoare Lea valuation sheet (that is subsequently issued as an invoice once receipted).

These two documents (the valuations tab and the standard Hoare Lea valuation sheet) once completed are to be first sent to the DM for recommendation to the PL and thereafter once notified by Defra as receipted, formal invoices may be submitted to Defra Commercial.

B. Business Hours

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

C. DBS

The Customer should detail the level of DBS check requirement

SC clearance required for this project

D. Price/Rates inc. estimated total value

Contract value - £356,534.00

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.

Not applicable

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.

Not applicable

G. Invoicing

Please detail any specific invoicing requirements here

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

None

J. Termination

The standard procedure is detailed below

The contract may be extended for a further period beyond end date on agreement of both parties.

K. KPIs and Other Requirements

Please list and agree the key requirements of the service

Delivarable as agreed

L. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

None

M. Other Specific Requirements

Please list any agreed other agreed requirements

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:

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**