

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	06/001/2020	Expiry Date	27/03/2020
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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	[REDACTED]
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 This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties.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

Arup will progress the planning and associated design of the transitional arrangements required to clear an area of the site for the construction of 950, 951 and the associated energy centre.

Deliverables

1. An updated and validated transition plan to develop client knowledge, further inform stakeholders and feed into the Client Brief; this will include, but not be limited to, the following:
 - a. Identify and define all personnel and functional moves, including sequencing, risks and appropriate mitigations;
 - b. Identify and define the scope and scale of temporary facilities required, including outline building layouts to optimise any temporary facility;
 - c. Identify and define the scope of building refurbishment required during transitional period, including outline building layouts to optimise any temporary facility;
 - d. Identify and define the scope of any temporary infrastructure provision required;
 - e. Identify and define building demolition and site clearance works;
 - f. Identify and define potential LOT packaging for transitional arrangements;
 - g. Alongside WSP, inform scope of condition surveys and priority information required; and
 - h. Identify and define enabling projects to facilitate collaborative working with Business As Usual.
2. Working with Montagu Evans, develop Town Planning Strategy to support engagement with Local Planning Authority; this will include, but not be limited to, the following:
 - a. A Strategic Town Planning Strategy (including outline plan and submission scope);
 - b. Review impact of potential NSIP designation;
 - c. Define studies, surveys etc. required for Town Planning engagement; and
 - d. Review timing of seasonal surveys for EIA.
3. Develop Infrastructure Principles; this will include, but not be limited to, the following:
 - a. Develop infrastructure transition plan in conjunction with surveys (where available);
 - b. Develop infrastructure principles (e.g. DRUPs, resilience policy, energy centre use);
 - c. Develop principles for power network, steam network, water network, gas network, data network, security network etc.
4. Develop Logistics Planning Principles; this will include, but not be limited to, the following:
 - a. Develop outline of on-site and off-site construction logistics to inform town-planning strategy.
5. Update and validate Masterplan, to be re-titled 'SCAH Weybridge Client Brief – April 2020 (v1) ("Client Brief"); this will include, but not be limited to, the following:
 - a. With input from Merrick and WSP, transpose validated User Requirement Brief requirements into Client Brief;
 - b. Define low containment in-vivo requirements;
 - c. Define office accommodation and other facilities (APHA), including restacking and improving utilisation in existing administrative, storage and other support buildings;
 - d. Define accommodation for Facilities Management and supporting contractors;
 - e. Security gatehouse requirements;
 - f. Security zoning and fencing;
 - g. Define onsite welfare requirements (e.g. gym, social club and canteen);
 - h. Define car parking provision;
 - i. Define roadway strategy, vehicular access onto and around site, hard standing and offloading;
 - j. Define delivery points; and
 - k. Define vehicle wash-down facilities.

Project Management Support

Arup are to provide project management support for the "Developing the Client Brief" project (6th Jan- 31st March 2020); this will include, but not be limited to, the co-ordination of all project activities, project planning, workshops and meeting organisation, meeting management, minutes and document management. Arup will provide regular updates directly to SCAH Team.

Programme Management

Arup are to assist in setting up the SCAH Programme for Delivery (i.e. post-March 31st 2020); this will include, but not be limited to, the development of an initial Programme Execution Plan, advice of the establishment of a PMO and the development of risk management activities.

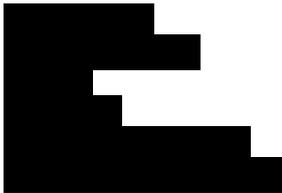
Arup (Programme Management) will update the Master Schedule, taking account of revised 950 and 951 design and updated transitional arrangements, as well as town planning advice and construction logistics outline arrangements. This will be annexed to the Client Brief.

Arup (Programme Management) will update the Master Programme, taking account of revised 950 and 951 design and updated transitional arrangements, as well as town planning advice and construction logistics outline arrangements. This will be annexed to the Client Brief.

Arup (Programme Management) will assist the development of the SCAH Programme procurement strategy, including conducting initial soft market testing for construction.

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

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

D. Price/Rates

The two packages of work total £239,225

- Masterplanning - £154,775
- Programme and project management - £84,450

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

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 suitable resolution not be achieved, the Customer will be allowed to terminate the SLA immediately.

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

Any meetings required to be held at Defra Weybridge, unless otherwise agreed between the client and project manager.