

New Prisons Projects (NPP)

Schedule 7 – FAC-1 Brief

SCHEDULE 7

FAC-1 BRIEF

7.1 Definitions

In the *FAC-1 Documents* (including this *FAC-1 Brief*), capitalised and/or italicised terms have the meanings given to them in Appendix 1 (Definitions) of the *Contract Terms* or where otherwise expressly stated in the *FAC-1 Contract*.

Word or phrase	Meaning
Building Reference Design	Building reference design prepared by Perfect Circle (that updating the baseline design used on the Client's existing site at Glen Parva.
Client Designer	Perfect Circle is the Client's appointed designer in connection with the FAC-1 Programme (and identified as a Programme Consultant in the FAC-1 Contract).
Derogations	Derogations from the Client's technical standards guidance, standards and specifications in relation to the FAC-1 Programme. 'Accepted' derogations are those relating to the changes arrived across from the Building Reference Design.
Derogation Schedule	The schedule of proposed Derogations relating specifically to the FAC-1 Programme prepared by Perfect Circle and its design team and will transfer to the ownership of the Alliance Members at the transition point for the Full Sutton Main Works Package.
Design for Manufacture and Assembly (DfMA)	A design approach that the Client is looking to revolutionise in the construction of the Main Works Packages for the FAC-1 Programme by focusing on the ease of manufacturing and efficiency of assembly.
Design Guardian	Perfect Circle will continue on behalf of the Client in a "design guardian" role that oversight and interface of the intended design strategy for all Main Works Package Sites. The Alliance Members will work with the Design Guardian and take ownership of validating the Building Reference Design and Site Specific Site Designs for all 4 Main Works Packages and review any design changes that the Alliance Member(s) propose. Perfect Circle is tasked with holding the Alliance Members(s) to the technical specifications and quality; providing details on any

	variants to the Alliance Manager.
Fee Percentage	Refers to the " <i>fee percentage</i> " as defined and referred to as such in the Early Works Terms and the Main Works Terms. The fee percentage will be referred to in all <i>Orders</i> for Pre-Construction Activities and any Notice to Proceed to Phase 2 for a Main Works Package that may be instructed
First Prisoner	The "First Prisoner" or "First Prisoner In" date relates to the expected completion date for the Main Works Packages at which point the prisoners will be moved to the new facility. All Main Works Package Sites are expected to be operational in order for this to happen
Government Soft Landings (GSL)	The relevant Alliance Member and its design team are responsible for delivering the Works and/or Services to meet the philosophies and principles of the Government's "Soft Landings" framework, where achievable in connection with the FAC-1 Programme.
PEP	Is the "Project Execution Plan" defined as such at section 7.2.7.5 and referred to throughout this FAC-1 Brief.
programme	The <i>Timetable</i> when used in the context of the overall <i>FAC-1 Programme</i> .
RACI Matrix	A responsibility assignment matrix that follows the acceptable principles of "responsible, accountable, consulted and informed".
RIBA Stage 3	All tasks as generally described within the task bars defined within Stage 3: Spatial Coordination of the RIBA Plan of Work 2020.
RIBA Stage 4	All tasks as generally described within the task bars defined within Stage 4L Technical Design of the RIBA Plan of Work 2020. The BSRIA Design Framework BG6/2018 (5th edition), has further refined the RIBA Stages for Building Services / MEP by splitting Stage 4 into three stages. In this FAC-1 Brief, these stages are referred to as Stage 4a, Stage 4b and Stage 4c as defined below.

Stage 4a (BSRIA)	MEP/ building services tasks as generally described within the task bars defined within Stage 4 'feasible-generic design' of the BSRIA Design Framework BG6/2018 (5th edition), with the input of specialist subcontractors who will be appointed by the Alliance Members.
Stage 4b (BSRIA)	MEP/ building Services as generally required to complete the Stage 4 'coordinated-generic design' of the BSRIA Design Framework BG6/2018 (5th edition)
Stage 4c (BSRIA)	The Alliance Member(s) for each Main Works Package Site commences at Stage 4c. At this stage, all design responsibility for the Main Works Package is transferred from Perfect Circle to the Alliance Member(s) who will become the lead designer for Main Works Packages 2-4 except for architectural and structural design which will transferred at the commencement of RIBA Stage 5 to ensure that the design is fully co-ordinated, and the design integrity is maintained.
Site Specific Design	<p>This consists of both the Building Site Specific Design and the Site-Specific Site Design (as defined below), which are produced through the application of the Building Reference Design on each of the four new Main Works Package Sites.</p> <p>The Site-Specific Site Design is the translation of the Building Reference Design onto the proposed Main Works Package Sites with any necessary site design adjustments to be made including but not limited to taking account of planning authority matters, all site-specific constraints, geology, contamination, topography, proximity to other third party owned built assets and infrastructure.</p>
Site Specific Site Design	This is the translation of the Building Reference Design onto the proposed Main Works Package Sites with any necessary site design adjustments to be made including but not limited to taking account of planning authority matters, all site-specific constraints, geology, contamination, topography, proximity to other third party owned built assets and infrastructure.
Site Specific Building Design	Perfect Circle will use the Building Reference Design to produce these designs for each Main Works Package Site (including site specific changes that could not be standardised within the Building Reference Design as required). The Building Site Specific Design refers to all design elements that are inclusive and above damp – proof course level

Target milestones	A target date for achieving a specific task or activity identified as being key to the programme's critical path.
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Without prejudice to the above, the *Alliance Members* should note that, in Schedules 1, 2, 3, 4, 5, 7, 8, 9, 14, 15 and 16 of the *FAC-1 Documents* (including any schedules or appendices to the same), the following terms (whether used in title case or otherwise and also including any similar phrases with equivalent intent or meaning in relation to the *FAC-1 Programme* and in the context of the *Works and/or Services* being provided by the *Alliance Members* in connection with the same) shall be interpreted as having the meanings ascribed to them below as the context requires:

"bid"	In the context of a <i>Main Works Package</i> , a submission made by an <i>Alliance Member</i> in accordance with the <i>Allocation Procedure</i> or <i>Main Works Package Procedure</i> (as the context requires).
"client designer"	Perfect Circle JV Limited in its capacity as a <i>Programme Consultant</i> and as such party identified in the <i>FAC-1 Agreement</i> .
"consultant" (or any term used to describe a member of the <i>Client's</i> professional team in connection with the <i>FAC-1 Programme</i> , by name or role)	<i>A Programme Consultant.</i>
"contract"	The <i>FAC-1 Contract</i> unless expressly relating to any early works or main works in connection with a <i>Main Works Package</i> , in which case the term shall mean the <i>Early Works Terms</i> or <i>Main Works Terms</i> respectively.
"bidder", "contractor", "main contractor" and "supplier"	<i>An Alliance Member.</i>
"early works" and "advanced works"	<i>Any Pre-Construction Activities.</i>
"programme"	The <i>Timetable</i> when used in the context of the overall <i>FAC-1 Programme</i> .
"Ministry of Justice", "MoJ", "authority" and "employer"	<i>The Client.</i>

"NEC" or "NEC4"	The <i>Main Works Terms</i> or the <i>Early Works Terms</i> (as the context requires).
"NPP" and "New Prisons Project"	The <i>FAC-1 Programme</i> .
"Price Determination"	The pricing evaluation process that forms part of the <i>Allocation Process</i> and <i>Main Works Package Procedure</i> (as the context requires);
"prison" and "package"	A <i>Main Works Package</i> .

Any terms that are used in such Schedules comprising the FAC-1 Documents may be clarified by the *Alliance Manager* from time to time in writing to the *Alliance Members* without giving rise to any adjustment to the *Timetable* and/or without giving rise to any entitlement on the part of any *Alliance Member* to an adjustment to its *FAC-1 Prices*.

7.2 Services Requirements

The FAC-1 Programme is structured in two phases referred to as Phase 1A ("Constructability and Stage 4 Reference Design") and Phase 1B ("Pricing Determination and Allocation"). Phase 1A is a paid phase and Phase 1B is an unpaid by the Client

This FAC 1 Brief outlines of the requirements to be performed by the Alliance Members as part of the Alliance Activities during Phase 1A, Phase 1B and provides an overview of the requirements that will apply to the subsequent Phase 2 (the construction phase for a Main Works Package), which will be governed by the Main Works Terms and the documentation referred to therein (broadly comprising the component parts of an NEC4 Engineering & Construction Contract: Option A, such as a full populated "Contract Data") and which will be developed and finalised during the Allocation Procedure and/or the Main Works Package Procedure (as the context permits). See the Contract Terms for further details.

7.2.1 Phase 1A Requirements

Phase 1A seeks to engage the Alliance collaboratively, promoting joint processes and shared working practices which are intended to achieve improved efficiency, cost savings and other Improved Value.

Through such engagement the Objective is to achieve an alignment of interest between the Alliance Members. Ultimately the Client aims to gain pricing, programme, quality and social value benefits from the direct output of the Objectives achieved during Phase 1A.

- Key requirements in Phase 1A are as follows:
- Review and improve the Building Reference Design.
- Contribute to the development of site-specific design for the Full Sutton Main Works Package.
- Develop a common Supply Chain and test / map capacity, obtaining key component

pricing for the entire FAC-1 Programme.

- Provide Pre-Construction Activities (as required) as defined in section 7.1.5 of this FAC-1 Brief.
- Understand and seek to mitigate, eliminate or reduce the risks as identified in the Risk Register and contribute to the reduction of target risk scores.
- Consider the requirement for and benefit of a shared office space for the Alliance.
- Review and agree the full and final version of all of the key performance indicators and develop an "Alliance KPI" (as referred to at section 7.5).

For the avoidance of doubt, the output and Improved Value within Phase 1A as a result of the requirements can be quantified as the achievement of an Open Book, transparent tier 2 core package invitation to tender process, including but not limited to a set of fixed rates (for core packages or core supply only items) and an agreed common Supply Chain for which the agreed set of rates will apply to for the duration of the FAC-1 Programme. The output and Improved Value shall also confirm a robust cost model for the FAC-1 Programme.

7.2.2 Phase 1A Design Review and Improvement

The Alliance Members will review and improve the Building Reference Design and site-specific design, as detailed in Appendix 1 (Design Brief) of this FAC-1 Brief.

The following tables identify the number of meetings and approximate quantity of drawings for review during Phase 1A. The Client requirement is that this shall be delivered concurrently with the Phase 1A "Supply Chain Collaboration Phase" (section 7.1.3) to achieve maximum Improved Value.

The Alliance Member will be required to attend the following Alliance minimum number of meetings during Phase 1A for the 24-week period of Phase 1A:

Alliance Meeting	Duration	Frequency
Meetings as set out in Appendix 1 (Design Brief) of this FAC-1 Brief	As set out in Appendix 1 (Design Brief) of this FAC-1 Brief	Meetings as set out in Appendix 1 (Design Brief) of this FAC-1 Brief
Design and collaboration mobilisation period / workshop	2-3 Days	Single
Core package collaboration workshop (full agenda and Timetable to be confirmed during within 21 days of FAC-1 Contract Commencement Date)	Morning or afternoon	Twice weekly

Common Supply Chain testing – Commercial / contract working group	Morning or afternoon	Once per week for 90 days as item 2.1.5
Alliance close-out review – Pre-Phase 1B	5 Days	Single
Start of the week meeting	1 Hour	Weekly
Monthly report (in a format as prescribed by the Alliance Manager) date input meeting	2 Hours	Monthly
Alliance Core Group meeting	2 Hours	Bi weekly (every two weeks)

To aid the Alliance Members' understanding of Phase 1A, the approximate quantity of drawings for review at RIBA Stage 4 is identified below:

No	Typology	Drawings	Specifications, Schedules etc.	Total
000	Site wide	96	44	140
101	Site infrastructure	40	11	51
102	Entrance resource hub	302	57	359
104	Support / admin	197	41	160
105	Central services hub	303	58	361
107	Kitchen	174	45	219
108	Workshop	343	70	413
110	Care and Separation Unit (CASU)	152	48	200
111	Houseblock	427	94	521
Total		2034	468	2430

It is anticipated that the FAC-1 Programme will be governed by a series of weekly Alliance design workshops and interim workshops as the table above, the Client Designer will incorporate output and changes to RIBA4 / BSRIA 4B or preceding design stages if required. The Client expects Alliance Members to submit a Phase 1A report monthly (in a format provided by the Alliance Manager) capturing the output from each weekly design workshop and other Phase 1A outputs. The Client anticipates the Alliance shall be located together in a shared office location, most likely in close proximity to an existing prison location.

It is important to note that following the Allocation Procedure, design responsibility for the Full Sutton Main Works Package will transfer to the Alliance Member that is allocated that Main Works Package as from the date of the Notice to Proceed to Phase 2 for it.

Following the Main Works Package Procedure, design responsibility for any other Main Works Package (i.e. not the Full Sutton Main Works Package) will transfer to the Alliance Member that has been allocated the specific Main Works Package as from the date of the Notice to Proceed to Phase 2 for it.

The Alliance will comply with and apply the BIM Requirements during Phases 1A and 1B and during Phase 2 (the construction phase, as specified in the Main Works Terms). The Client Designer shall integrate the application of the Client's BIM Requirements across the FAC-1 Programme and will integrate the BIM models and data developed by each Alliance Member and (as the context requires) the Programme Consultants in connection with the FAC-1 Programme:

- Using direct mutual commitments by and between Alliance Members for effective communication and information management.
- Using the Timetable to integrate relevant activities, deadlines and interfaces for all BIM contributions, reviews and approvals.
- Using the Supply Chain Requirements processes to obtain contributions to BIM models and data from Supply Chain members.
- Using the Risk Register for integrated BIM risk management.
- Meetings for clash detection and issue resolution.

The duties and obligations of the Alliance Members in connection with BIM in relation to the FAC- 1 Programme are further detailed in the BIM Requirements.

7.2.3 Phase 1A Supply Chain Collaboration

The implementation and output of the Supply Chain Requirements shall be delivered concurrently with the Phase 1A design review and improvement phase, this will allow maximum Improved Value to be achieved. The output of the agreed workstreams identified shall be documented by the Alliance Members in the monthly Phase 1A report.

The Alliance shall then collaborate to achieve the Objectives under workstream. The Improved Value and overall output of the works undertaken in each core package workstream shall be:

- Incorporated into the Building Reference Design and Main Works Package site-specific design by the Client Designer.
- Incorporated into the Full Sutton Main Works Package scope of works that will be a core document for the purposes of the Allocation Procedure and for the later Main Works Package Procedures.
- Tested across the common Supply Chain to confirm capacity/ mapping and provide compliant component pricing for all Main Works Packages.
- And accepted by all Alliance Members prior to the commencement of Phase 1B. Noting any non-conforming matters/ acceptances shall be confirmed in the Alliance Members final monthly Phase 1A report and prior to the commencement of Phase 1B.

7.2.4 Phase 1A Supply Chain (Tier 2) Mapping and Capacity Testing

Following the Phase 1A "Supply Chain Collaboration" exercise, the outputs and Improved Value are to be tested in view of capacity and mapping to a common Supply Chain. The Client anticipates this activity shall run concurrently with the "Supply Chain Collaboration Phase" as output and Improved Value across each core package category is captured. The mapping and capacity testing requirements are identified in the Supply Chain Requirements.

7.2.5 Phase 1A / 1B and 2: Pre-Construction Activities

Currently the only confirmed site location is at the Full Sutton Main Works Package. In order to deliver this Main Works Package, it will be started as early as practicable, and to protect the programme it shall be necessary to discharge certain "reserved matters" from the "outline planning application" process with the relevant local and/or planning authority. In addition, as Phase 1A progresses certain Pre-Construction Activities may be required.

The Client may seek to discharge these requirements through an Order for Pre-Construction Activities (i.e. Pre-Construction Activities and other activities) in accordance with the Contract Terms.

In respect of the Main Works Packages other than the Full Sutton Main Works Packages, the Client may issue an Order for Pre-Construction Activities to an Alliance Member in relation to a specific Main Works Package Site either before the Allocation Procedure is concluded (in which case, such an Order may be issued to any of the Alliance Members) or after the Allocation Procedure is concluded (in which case, such an Order may only be issued to the Alliance Member that has been allocated the Main Works Package to which such Pre-Construction Activities apply). In all cases, such works may cover:

- Early works that are specific to a Main Works Package Site (e.g. earthworks, site surveys etc.): Anticipated to be instructed once the Allocation Procedure is complete to avoid overlapping of Alliance Members, benefits to being flexible on this approach may be considered. Such works may also involve the adoption of ongoing enabling works e.g. ecological matters, long running utilities diversions etc.
- Non-Main Works Package Site-specific Pre-Construction Activities (e.g. bulk buying or factory slots): These works may be determined as required before the Allocation Procedure is complete.

- Non-physical Main Works Package Site-specific Pre-Construction Activities (e.g. a construction phase plan): These may be undertaken by a selected Alliance Member.

Any such Pre-Construction Activities will be subject to an Order and to be agreed in advance with the relevant Alliance Member in accordance with the Contract Terms.

7.2.6 Phase 1B: Price determination and Allocation for the Full Sutton Main Works Package

The Objective of Phase 1B (Price Determination and Allocation) is for Alliance Members to submit proposals in respect of the Full Sutton Main Works Package pursuant to and in accordance with the Allocation Procedure and, following the conclusion of the Allocation Procedure (and for the Alliance Members that have not been allocated the Full Sutton Main Works Package pursuant to that procedure) to submit proposals in respect of the Main Works Package that they have each been allocated in accordance with the Main Works Package Procedure.

Refer to the Allocation Procedure and the Main Works Package Procedure for further detail. Note: Phase 1B is an unpaid phase and the Alliance Members will take part and complete the Allocation Procedure and (as the context requires) the Main Works Package Procedure at their own cost.

7.2.7 Phase 2: Construction

The final "Scope" for the Full Sutton Main Works Package (referring to the NEC4 Engineering & Construction Contract: Option A definition as set out in the Main Works Terms) – as developed during Phase 1A in respect of the Full Sutton Main Works Package and which will be referred to during the Allocation Procedure as part of the Full Sutton Project Brief – will form the baseline "Scope" for the other Main Works Packages,

Following the execution of the Notice to Proceed to Phase 2 in respect of the Full Sutton Main Works Package by the Client and the Alliance Member that has been allocated that Main Works Package pursuant to the Allocation Procedure, that Alliance Member will mobilise, progress with finalisation of the design, discharge remaining any reserved matter applications, and undertake the build as per accepted programme as set out in the Notice to Proceed to Phase 2.

At this point, that Alliance Member will adopt and take full design responsibility for the entirety of the Full Sutton Main Works Package (with all such design being set out in the "Scope" that will be annexed to the "Contract Data" referred to in the Notice to Proceed to Phase 2).

The same principle set out above will apply to each other Main Works Package in respect of which a Notice to Proceed to Phase 2 has been issued.

The below outputs are a non-exhaustive list of the Phase 2 requirements for the Main Works Packages that will, in due course, be set out in the "Scope" documentation for each.

7.2.7.1 Discharge of reserved matter applications (RMAs)

Each Alliance Member will discharge any remaining RMAs. Further details on this can be found in Appendix 1 (Design Brief) of this FAC-1 Brief.

7.2.7.2 Design Deliverables (RIBA Stages 5-7)

The Alliance Member's Construction Phase Design (RIBA Stages 5-7) deliverables are outlined in the Appendix 1 (Design Brief) of this FAC-1 Brief. The Alliance Member will be required to perform, and discharge duties and obligations covered by RIBA Stage 5-7.

7.2.7.3 Risk Management

Each Alliance Member is required to hold their FAC-1 Programme risks in a risk register which will be updated at least monthly and submitted to the Alliance Manager monthly. Risks will be reviewed at Early Warning meetings.

While there is no specific requirement for any of the Alliance Members to use a database, the Client uses RIO database and Mace, uses the riskHive database. Many fields within these systems are in common with one another. Where databases are used, information can be exchanged by way of an export into Excel, which can be sorted prior to importing into another database.

Whether an Alliance Member uses Microsoft Excel or a database, the essential fields required to be included in their risk register are as follows:

Item No.	Description	Notes
1	Unique Risk ID	This ID is not to be altered for the risk
2	Risk title	Short, succinct words to describe the risk
3	Source (causes)	Description or list of circumstances which may give rise to the risk, some may be mutually exclusive, and not all described may happen if the risk occurs
4	Event	A description of the risk event, i.e. what happens
5	Consequences (impacts/ effects)	A list of consequences which could result if the risk occurs; some may be mutually exclusive and/or not all described may happen
6	Risk status	Open, closed, draft
7	Proximity	How soon can the risk happen (e.g. select from a range of timescales)
8	Risk owner	Named individual

	Current Assessment:	Assessment based on today's situation whether some or all possible risk management activities have taken place or not
9	Probability	Likelihood risk will happen
10	Probability score	Based on % ranges / parameters
11	Minimum time impact	Days (based on 5 day working week)
12	Most likely time impact	Days
13	Maximum time impact	Days
14	Time score	Based on quantitative parameters or bandings set for time e.g. using banding levels 1 to 5 relating from 1 being very low, to 5 being very high. The score is typically based on the maximum days (item 12)
15	Minimum cost impact	£
16	Most likely cost impact	£
17	Maximum cost impact	£
18	Cost score	Based on quantitative parameters i.e. bandings levels of cost set for cost (e.g. 1 to 5 levels)
19	Quality/Performance impact score	Descriptive ranges for 1 to 5
20	Operational impact score	Descriptive ranges for 1 to 5
21	Reputation impact score	If required with descriptive ranges
22	Health and safety impact score	If required, with ranges. Used if there is a potential H&S impact in addition to other impacts for a specific risk. Note CDM Regulations risks are held in a separate register.

23	Current risk score	Used to rank risks in order of importance; based on a combination of current probability and current impact levels. Is dependent on risk parameters for probability and impacts and a defined probability/Impact (matrix) scoring method
24	Action strategy	e.g. Treat, tolerate, terminate or transfer the risk
25	Action(s)	Description of actions to treat or control the risks. May include fall-back plans where there is no or low ability to control by the tenderer.
26	Action date(s)	Finish date required; can include start date. Planned dates, then actual dates.
27	Action owner(s)	Named individual
	Target Assessment	After all remaining action plans are completed: the residual assessment of risk
28	As above for c	Quantify the Target probability and impacts and scores, as previously for items 9 to 21
29	Target risk score	To rank risks; based on combination of target probability and impact levels
30	Comments	Details of risk occurrences, why risk was closed, the duplicated risk ID identified before this risk was closed, details of changes made since last month and reasons for reference and any other useful key information
31	Risk escalated	Y or N
32	Reasons for escalation	Description of reasons and to whom escalated with date

For an example of the risk report template is included in Appendix 2 (Risk Report) of the Risk Register. No risks should be deleted from the risk register, but they should be given a 'closed' status with the reason stated in the comment field, which may be owing to duplication with another risk including its ID for reference, or because the risk can no longer happen (it is no longer relevant and is retired) or because it has happened and cannot happen again. A risk which has happened and can occur again would remain open until this is no longer the case. Risks may be held in draft status until fundamental elements are completed and ownership is accepted by the named risk and action owners.

The risk register will also include opportunities, which may save time or costs, improve performance, sustainability, safety, security or operations. These should also be reported monthly with the threats in the risk register. Opportunity management actions are either to enhance (improve the chance of taking the opportunity), exploit (decide to take the opportunity), share (benefit with others) or ignore (where the benefit is not greater than the effort or it is not feasible).

7.2.7.4 Safety Health and Wellbeing

The Alliance Member and its design team will be responsible for ensuring that the "Scope" for its Main Works Package complies with current health and safety statutory regulations applicable in the United Kingdom up to and including the "Effective Date" of the Notice to Proceed to Phase 2, including:

- The Health & Safety at Work etc. Act 1974;
- The CDM Regulations; and
- All other relevant legislation.

The Alliance Member will be responsible via its professional team appointments to fulfil the role of "principal designer" and all its requirements and obligations to fully satisfy the requirements of the CDM Regulations. The Alliance Member will also be the "principal contractor" in connection with its Main Works Package. The Alliance Member is expected to use their industry experience to construct prison structures which fully address the ergonomic design & layout mandated by the Client to ensure prisoner well-being and safety is incorporated in all facilities.

The Alliance Member will create and publish a "Health, Safety and Wellbeing Plan" (N.B. this may take the form of a composite of numerous plans and documents) that will be commensurate with the scope and needs of the specific Main Works Package and the needs of the Alliance Member's employees (and Supply Chain employees) that are engaged on the Main Works Package.

The plan will include (though is not limited to) the following, and will set these out in appropriate detail:

- The organisation and arrangements for the management of health, safety and wellbeing for the Main Works Package, incorporating the necessary approaches for a successful "Plan, Do, Check and Act" cycle in respect to health, safety and wellbeing. This will include details on organising for cooperation. This will include detail on how continuous improvement will be enacted.
- The risk management process and outcomes for all the relevant factors that affect the team directly and those that are brought to bear by their activity and interface on the Main Works Package, inclusive of the risk factors related to remote and home working. This will include details on communication and escalation of information relating to risks and their attendant controls.
- The structure and expectations for the management of occupational health and wellbeing in respect to those working on the Main Works Package.

- A clear understanding of the Client's health, safety and wellbeing expectations and how the Alliance Member is organised to deliver upon the associated contractual deliverables.
- A clear understanding of both the Alliance Member, the Alliance Manager and the Client aspirations in respect to health, safety and wellbeing and how the Alliance Member's project team for the Main Works Package intends to contribute to these goals.
- A set of agreed key performance indicators (as referred to in the Notice to Proceed to Phase 2 and developed during Phase 1A in accordance with this FAC-1 Brief) that are relevant and useful to the Main Works Package, the FAC-1 Programme and all Stakeholders.

Details regarding the recording and reporting of incidents, accidents, near misses and positive health, safety and wellbeing interventions.

7.2.7.5 Project Governance and Organisation

The project governance for Phase 2 in relation to each Main Works Package is defined as the "Contract 1 Scope" in Appendix 3 (PEP) of this FAC-1 Brief (referred to in this FAC-1 Brief as the "**PEP** "). The Alliance Manager has developed a cohesive organisational structure to inform overall programme governance protocols and establish associated reporting drumbeats and behaviours. Key relationships between parties within the organisational structure will be identified to promote effective communication and identify escalation protocols.

Please refer to the NPP Organogram (Ref: [REDACTED]).

7.2.7.6 Project Controls

Project controls are vital to the success of Phase 2 in respect of each Main Works Package and should support the day-to-day running of each Main Works Package and the FAC-1 Programme generally. The IT systems and project tools and controls that will be used in connection with the FAC-1 Programme generally and in respect of each Main Works Package specifically are detailed in section 4 of the PEP referred to in section 7.1.7 and include:

- SharePoint
- Viewpoint
- Primavera P6
- Acumen Fuse
- Risk Hive
- Oracle Primavera Risk Analysis
- Palisade@Risk
- Power BI

- Information Model Authorisation
- Information Model Verification
- CEMAR
- Jaggaer

7.2.7.7 Schedule Management and Deliverables

The Alliance Member shall prepare a project schedule that shall act as a contractual document to deliver the Main Works Package and assess changes. The schedule must be robust, credible and pragmatic, allowing the total integration of the data across all different reporting levels. Once this first project schedule has been agreed with the Alliance Manager it shall become the "Performance Measurement Baseline" (PMB).

Key components of the PMB in respect to Phase 2 are to include:

- The "Project Work Breakdown Structure" (WBS) and associated WBS Dictionary.
- An Integrated schedule incorporating all relevant specialist work schedules.
- The Main Works Package budget aligned with the schedule.
- The method for project performance measurement for all activities showing the metrics that will be measured to demonstrate the progressed position.
- The schedule is produced in accordance with the full requirements as set out in section 7 of the PEP including but not limiting to the following structure:
- The schedule is to be an integrated design, procurement and construction schedule for the works in respect of the Main Works Package.
- The schedule will be developed, maintained and reported by the Alliance Member using software that is compatible Primavera EPPM software.
- It will represent input from consultants, subcontractors and suppliers employed by the Alliance Member.
- The schedule will be logic linked, with each activity having both predecessor and successor dependencies, critical paths, terminal float, free float and total float will be identified.
- The schedule is organised by activity codes that align with the other project control at high level. Additional levels of coding will be agreed between the Alliance Manager and the Alliance Member to develop the detail the Alliance Member requires to manage the works in respect of the Main Works Package.
- The schedule will be established to support the lowest level WBS elements of the works. These same activities in the schedule can then be summarised using the WBS hierarchy.

- All higher-level schedules or reports are depicted by summarisation or filtered reporting of the schedule activities.
- All activities on the schedule will have the performance measures for which progress will be measured against identified. This will vary for different activities e.g. piling may be measured by numbers of piles, fit-out may initially be measured as an area of fit out. These metrics will form the basis of the substantiation of the reported progress position.

Project schedule submission formats and intervals are also detailed in section 7 of the PEP.

7.2.7.8 Procurement Management and Deliverables

The Alliance Members will participate in the Allocation Procedure, remaining procurement will be the Alliance Members responsibility.

The Client will want to track changes to the selected Supply Chain member; this requires the Alliance Member to present a business case (usually nil cost and time) to obtain Client approval to change.

7.2.7.9 Commercial Management

Alliance Members will need to undertake the following:

- Application for payment (as detailed in the Main Works Terms) in a format to align with the project bank account.
- Establish a process for vesting off site materials.
- Implement the MoJ's change management procedure using CEMAR
- Raise early warning notices, general communications etc. using CEMAR
- Prepare and update a monthly commercial tracker of Supply Chain members, design responsibility, warranties, parent company guarantees etc.
- Prepare a tracker for the project bank account and provide backup information as required by Client
- Attend fortnightly commercial meetings.
- Update cashflow on a monthly basis in a format agreed with the Client.

7.2.7.10 Contract Administration

Phase 2 contract administration in connection with a Main Works Package (as from the date of the Notice to Proceed to Phase 2 for the Main Works Package) shall be communicated through CEMAR. This includes early warning notices, instructions, notification of compensation events, compensation events quotations and a variety of the Client's and Alliance Member communications. Aconex will ensure compliance with the procedures set out in the Main Works Terms procedures and manage delegated authorities autonomously.

Construction phase early warnings / compensation events will be managed solely in accordance with the Main Works Terms.

7.2.7.11 Contract Risk

In order to adequately manage construction phase commercial risk during Phase 2, the Alliance Member will establish a weekly risk reduction meeting with the "Project Manager" for the Main Works Package (as identified as such in the documentation referred to in the relevant Notice to Proceed to Phase 2). The Project Manager will record, review and seek to mitigate early warning notices, compensation event notifications and compensation events alongside other relevant commercial issues. A template of the register for capturing the events of the risk reduction meeting is communicated in the "Risk & Opportunities Register" in the PEP.

7.2.7.12 Change Management

Construction phase change management during Phase 2 will be administered in accordance with the Main Works Terms, and it is anticipated that changes will be managed and controlled using CEMAR and the vehicles provided by the Main Works Terms, such as early warning notices and compensation event notices.

An early warning notification (EWN) system will be built into the contract risk and change management process. This will be to make the Project Manager aware of any matter that may have an impact on cost, programme or quality as soon as it becomes known.

7.2.7.13 Quality Management

Each Alliance Member for its allocated Main Works Package in respect of which a Notice to Proceed to Phase 2 has been issued will operate a quality management system ("**QMS**") which:

- is accredited to ISO 9000, and
- can interface with any specific requirements of the (using the definition in the Main Works Terms) Project Manager's quality management system as clearly defined and set out in section 13 of the PEP.

Each Alliance Member will undertake and perform its duties and obligations during Phase 2 in compliance with the quality procedures included in the Project Manager's PEP. The Alliance Member's QMS shall include as a minimum:

- the full scope for all design activities comprising the Main Works Package and
- procedures for maintaining the quality of the design works.

7.2.7.14 Sustainability Objectives and Social Value

The Client has captured the delivery plan for its sustainability objectives in document **[REDACTED]** – New Prisons Programme Sustainability Delivery Plan. These objectives are to align, develop and confirmed in Phase 1A

Each Alliance Member will ensure the Objectives captured in the agreed sustainability delivery plan are achieved where applicable during Phase 2 for its allocation Main Works

Package. The design requirements are set out in the Design Brief as detailed in Appendix 1 (Design Brief) of this FAC-1 Brief.

7.2.7.15 BREEAM 2018 Outstanding

The Client requires that each Main Works Package delivers a BREEAM 2018 Outstanding rating and reduces energy consumed from the utilities grid by 70% compared to the Glen Parva baseline building as detailed in the Design Brief as detailed in Appendix 1 (Design Brief) of this FAC-1 Brief.

7.2.7.16 Net Zero Carbon (NZC)

In line with mandate issued by the Client as part of its 'Estates Directorate – Carbon and Energy Reduction Strategy 2018', each Alliance Member is tasked with achieving a net zero carbon reduction target of 70% as part of the FAC-1 Programme; building on the achievement of Perfect Circle and Design Brief as detailed in Appendix 1 (Design Brief) of this FAC-1 Brief.

Reducing energy demand and choosing low carbon solutions is a key priority for the Client across its custodial and estate and the FAC-1 Programme forms part of its long-term strategy to drive down carbon emissions.

7.2.7.17 Government Soft Landings

The Alliance Member is responsible for meeting the philosophies and principles of the Government's Soft Landings (GSL) framework where applicable. The Client Designer's deliverables are detailed in the Design Brief as detailed in Appendix 1 (Design Brief) of this FAC-1 Brief.

The Alliance Member shall be aware that the Client is reviewing its current GSL guidance and is working with Digital Built Britain to develop a "GSL Navigator" tool. This tool is to be used to track and record GSL actions and will be developed prior to the issue of a Notice to Proceed to Phase 2 for a Main Works Package.

7.2.7.18 Assurance and Audit

The assurance and audit standards that will apply to a Main Works Package during Phase 2 are outlined in section 14 of the PEP.

7.2.7.19 Security Standards

The security standards that will apply to each Main Works Package are confirmed in section 13 of the PEP and are linier to the Client's "New Prisons Security Handbook" (Doc Ref. [REDACTED]) and the Client's "New Prisons Security Management Plan" (Doc Ref. [REDACTED]).

7.3 Design Brief

The Design Brief outlines the design objectives, role of the Client Designer, a series of "Design Responsibilities Matrices" (DRM) along with background information on the Full Sutton Main Works Package, including the surveys and design information that has been produced to date. The Design Brief set out at Appendix 1 (Design Brief) of this FAC-1 Brief shall be used to elaborate and affirm all design activity and responsibility within this FAC-1

Brief during all of the Phases.

7.4 PEP

The PEP provides the strategic direction and guidelines of the processes that will be progressively adopted to deliver the FAC-1 Programme. Whilst the goal for the FAC-1 Programme's PEP is to explain the processes to be adopted by the Client, such as the "Control Point Process", each Alliance Member and the Programme Consultants should treat the PEP as a live document which will be monitored and updated regularly. The processes contained within the document are focused on the status (as of Q4 2020) of the FAC-1 Programme and will be developed and refined as required throughout the project lifecycle to ensure that the management team always have access to relevant and appropriate processes and procedures.

The FAC-1 Programme will adopt collaborative ways of working across the programme, and each Alliance Member will be required to produce, update and maintain their own respective project specific execution plans which should follow the principles identified in the PEP.

7.5 Key Performance Indicators

During Phase 1A the Alliance Members will work with the Client and the Alliance Manager to develop and agree the "Alliance KPI" and agree the full and final version of key performance indicators that will apply to each Main Works Package as from the date of its Notice to Proceed to Phase 2.

Appendix 4 (Key Performance Indicators) of the FAC-1 Brief sets out the Client's intended approach to and details of the key performance indicators, with these being subject to further clarificatory changes during Phase 1A.

The final version of the key performance indicator schedule (and associated rules and performance measures) that will apply to a Main Works Package will be set out in the incentive schedule referred to in Contract Data: Part One and annexed to the Notice to Proceed to Phase 2 for the relevant Main Works Package.

7.6 SAL and Security Standards

The Alliance Members requirements are set out in the SAL (and associated Appendices) which are detailed in Appendix 5 (SAL and Security Standards) of this FAC-1 Brief.

7.7 ESP, Prisons Leavers and ROTL

The Alliance Members requirements are set out in the Appendix 6 (ROTL), Appendix 7 (Supplier Guidance Pack Prisons Leaver Employment) and Appendix 4 (Key Performance Indicators) of this FAC-1 Brief.

An "Employment and Skills Plan" comprising the relevant performance targets and commitments from the above shall be developed by Alliance Members during Phase 1A, and form part of the Alliance Members proposals for the Main Works Package.

7.8 Compliant Invoice

Alliance Members are to raise invoices in accordance with the template set out in Appendix 8 of FAC-1 Schedule 7

APPENDICES TO SCHEDULE 7:

Appendix 1: Design Brief [REDACTED]

Appendix 2: Risk Report [REDACTED]

Appendix 3: PEP [REDACTED]

Appendix 4: Key Performance Indicators [REDACTED]

Appendix 5: SAL (including related appendices) [REDACTED]

Appendix 6: ROTL [REDACTED]

Appendix 7: Supplier Guidance Pack Prisons Leaver Employment [REDACTED]

Appendix 8: Compliant Invoice Template [REDACTED]